September 7th 2007

Marlene H. Dortch
Federal Communications Commission
WC Docket No. 06-210
CCB/CPD 96-20
800 SERVICES, INC
COMMENTS REGARDING CCI et al vs. AT&T

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Via Email
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Re: WC Docket No. 06-210
CCB/CPD 96-20

Dear FCC Staff:

I would like to point out the following fundamental logic that has been overlooked regarding what the phrase "**Former"** Customer means throughout section 2.1.8 and compare it to other tariff sections which use the term "Customer". Petitioners believe this will substantially clarify AT&T's bogus "All Obligations" theory and the remaining jointly and severally liable provision.

Petitioners will demonstrate how this ties into Mr Kearney's, Mr Shipp's and petitioner's recent comments on control of the CSTPII/RVPP plan, which can only be by one entity---AT&T's customer of record.

A transferor can not "remain jointly and severally liable" unless the service for which the transferor is liable for is actually transferred to a transferee. Service is not just the traffic but also the CSTP/RVPP plan itself.

DC Circuit Decision page 10:

> First, the plain language of Section 2.1.8 encompasses all transfers of WATS, and **not "just" transfers of entire plans**.

> We conclude that traffic is **a type of service** covered by the transfer provision, and that the Commission's contrary interpretation would render the provision meaningless.

The DC Circuit understood that a transfer of **service** under 2.1.8 could be either "the plan" or just the "traffic" as each of these types of transfers constitute: "Wide Area Telecommunications **Service**" (WATS).

See **here as Exhibit A** page 2 that the CSTPII plan holder is defined as an AT&T customer not a "former" customer.

> **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-**

The AT&T customer who is the Customer Specific Term Plan (CSTPII) service **plan holder** under the tariff at 3.3.1.Q's general provisions for a CSTPII plan, also **must by definition have a minimum term plan revenue commitment.**

See AT&T Tariff No 2 here as exhibit A page 2:

> **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.**

The tariff explains that a Customer can also do a 1 or 2 year commitment but to obtain the top discounts **a CSTPII/RVPP plan holder** needed to commit to three years:

See Exhibit A page 2

> **CSTP II Option B as specified in Section 3.3.1.Q.8., following, which provides a three-year term commitment**

See Exhibit A pages 7-8 which shows the term plan revenue commitments for three year commitment as per CSTPII/RVPP Option B. The plan holder is being defined under the tariff as the AT&T **Customer** not a "Former" Customer.

> **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.[1]

The AT&T **Customer** Specific Term Plan Customer and its revenue commitment can not be separated. Subscription to the **Customer** Specific Term **Plan**/Revenue Volume Pricing **Plan** (CSTPII/RVPP) defines the **plan holder** as an AT&T customer. The AT&T **Customer** Specific Term **Plan** holder becomes customer of record by completing the AT&T Network Services Commitment Form and selects one of the listed term plan revenue commitments within the tariff-- the CSTPII/RVPP service **plan holder** is thus defined under the tariff as AT&T's **"customer."**

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[1] A benefit of taking a 3 year commitment was that you do not have to subscribe to a new RVPP ID, you could use your existing RVPP ID to maintain grandfathered status. New CSTP II's required new Revenue Volume Pricing Plans. A sample AT&T Network Services Commitment Form is at exhibit EE in 9/27/06 petitioner filing. A CSTPII service plan holder must also under the tariff subscribe to a Revenue Volume Pricing Plan (RVPP) to cover its CSTPII service. See in exhibit A page 3

> 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.

The minimum term plan revenue commitment to obtain the top CSTPII/RVPP discount was 3 years at 600,000 a year. Shortfall and termination obligations are both **based on** the **term plan revenue commitment.** The shortfall charge is calculated on a fiscal year end basis and is the difference between what is actually used and the annual **term plan revenue commitment.**

A plan that was restructured prior to the end of the fiscal year had to meet monthly pro rata commitments unless the plan, as in petitioner's case, was ordered prior to June 17th 1994. This meant that the plan could be restructured under the grandfathered rules through June 16th 1997. Under the tariff terms a restructure is known as (Discontinued Without Liability) Section 2.5.18 at exhibit FF in the 9/27/06 filing.

See here exhibit A page 5:

> **3. Penalty for Shortfalls -** The Customer must meet the net **annual revenue commitment** after the discounts are applied. If a Customer does not meet the **annual revenue commitment** in any one year, after discounts are applied, the Customer must pay the difference between the Customer's actual billed revenue and the **annual revenue commitment**.

The shortfall is based upon the revenue commitment. They go hand in hand.

The termination charge as per tariff section 5 (in petitioner's exhibit CC 9/27/06 filing) is also based upon the Customers term plan revenue commitment

"35% of the remaining term plan revenue commitment".

They go hand in hand. When a transferor transfers a **plan** it is transferring the term plan revenue commitment and the shortfall and termination obligations are simply concomitant, that is, an accompaniment of the term plan revenue commitment. When the transferor transfers the Customer Specific Term Plan it automatically transfers the shortfall and termination obligations on that plan; they indeed go hand in hand. The transferor can not transfer shortfall and termination obligations which may lead to potential shortfall and termination charges, **without transferring the term "plan" revenue commitment—which is defined by the tariff as the CSTPII/RVPP plan holder customer!**

Here is the key: When a Transferor transfers its CSTPII/RVPP plan it is no longer considered by AT&T as an AT&T Customer. Its status changes from an AT&T "Customer" to a "Former" AT&T Customer as AT&T's TSA and 2.1.8 clearly state.

As per 2.1.8:

A. The **Customer of record** (**former** Customer) requests in writing that the Company transfer or assign WATS to the "**new** Customer".

In a previous AT&T filing AT&T did its DOT DOT DOT (…) routine to bypass 2.1.8's para A in hopes of drawing attention away from 2.1.8's paragraph A; because 2.1.8 A focuses on the transformation from Customer of record status as indicated under 3.3.1.Q to "**Former" Customer** on services (plan or traffic) that are designated for transfer in 2.1.8's opening sentence, and on the AT&T TSA.

When the transferor transfers its CSTPII/RVPP plan it is **transferring away its AT&T "Customer" Status and "control" of that CSTPII/RVPP Plan.**

Section 2.1.8 refers to the Transferor as the **Former Customer** and the Transferee as the New Customer is because and designates at the top of the AT&T TSA form and in 2.1.8's opening sentence what services are transferred; **defining the Transferor as the Former Customer on what it transfers.** The word "Former" defines the transferor as to the service it transferred (plan or traffic).

Look at section 2.1.8 in Jan 1995 (FCC 2003 Decision pg. 6 n.46--exhibit B in petitioners 9/27/06 filing:

Transfer or Assignment – WATS, including "ANY" associated telephone number**(s),** may be transferred or assigned to a new Customer, provided that:

B. The Customer of record (**former** Customer) requests in writing that the Company transfer or assign WATS to the "**new** Customer".

C. The "new Customer" notifies the Company in writing that it agrees to **assume all obligations** of the "**former"** Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

C. The Company acknowledges the transfer or assignment in writing. The acknowledgement will be made within 15 days of receipt of notification.

The transfer or assignment does not relieve or discharge the **former** Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for WATS, and (2) the unexpired portion of any applicable minimum payment period(s). When a transfer or assignment occurs, a Record Change Only Charge applies.

The **FORMER** Customer pertains to what the transferor has transferred to the New Customer that is listed at the top of the AT&T TSA, which is verbatim 2.1.8. The AT&T Customer becomes the Former Customer only on that which is designated for transfer.

The Transferor is a Former AT&T Customer only as to what it has transferred (plan or traffic) and if the plan is not transferred the transferor remains an AT&T Customer in control of the plan and the traffic which was not designated for transfer.

Simple: If the AT&T transferor has not transferred away the plan the Transferor is not a FORMER Customer **as to the plan** at the time of transfer; the transferor is still an AT&T Customer.

If the Transferor has transferred away 90% of its plans traffic, **but not the plan,** the transferor is a **Former** Customer under 2.1.8 on the 90% of the traffic that it transferred to the New Customer but is still AT&T's customer of record on the 10% of the accounts not designated in the opening sentence for transfer under 2.1.8.

Listen to the Fat Lady Singing….

See 2.1.8 Section B above:

> agrees to assume all obligations of the **former** Customer at the time of transfer

"All obligations" pertain to the service (plan or traffic) listed on the top of the AT&T TSA for transfer **which defines the transferor as a FORMER Customer on what is transferred.**

Right there in front of everyone's face!!

What is listed for transfer by the Former Customer to the New Customer defines the transferor as a Former Customer to the plan or amount of account traffic transferred. As the petitioners and AT&T Counsel Mr Carpenter have been stating all along: "All obligations" are indeed mandatory to be transferred of the **former customer** but this depends upon what services are designated (plan or traffic) that make the transferor an AT&T **Former** Customer just **on those services transferred.**

Another way to put it is that section 2.1.8(b) does **not require:**:

> agrees to assume all obligations of the **Customer** at the time of transfer

It only requires:

> agrees to assume all obligations of the "**former"** Customer at the time of transfer

So simple!!!

The former Customer is defined within 2.1.8 and on the AT&T TSA as to what is selected for transfer. The transferor is only "former" on the service (traffic or plan) which the transferor actually transfers!!! The transferor is still the "Customer" on what it does not transfer—the **non** transferred plan and the **non** transferred accounts.

So Simple: The word "Former" is defined in 2.1.8 and the list provided in the AT&T TSA limits which services "all obligations" pertains to. If the transferor transferred the **plan** then absolutely "all obligations" would include the plans revenue commitment and concomitant shortfall and termination obligations as in the Inga to CCI **plan** transfer.

The key is the limiting word "FORMER" and the list of service designated at the time of transfer. This word "FORMER" defines and limits the transferor to what it selected for transfer in 2.1.8's opening sentence.

Petitioners 9/27 /06 FCC filing at page 4 and 5 is consistent with the analysis of what it means to be a "Former" customer versus a "Customer". Please review:

> The D.C. Circuit stated at exhibit C pg. 7 line 1:
>
> This section on its face does not differentiate between transfers of entire plans and transfers of traffic, but rather speaks only in terms of WATS--- the telephone service itself.
>
> Both the D.C. Circuit and the FCC did not see on its face where within 2.1.8 it allowed traffic only to transfer because 2.1.8 violated the law by not being explicit. The differentiation is actually in the "any" number(s) of accounts that the new customer accepts. Any can be one, some, or most, without specification, that can be transferred. If 2.1.8 only allowed plan transfers (as the FCC originally believed) the word "any" would have to be changed to ALL and the singular option "Number" would have to be only the plural option: Number**s. "All obligations" pertain to, or as AT&T counsel Mr. Carpenter *infra* states "depends upon, what is selected for transfer".** Under 2.1.8 at "B" "the "new" Customer (transfer**ee** PSE) notifies the Company" (Company=AT&T), what **it** has accepted (either selected "traffic only" as the case at issue, or the plan with all traffic) and then yes of course it is obligated for "all the obligations" **BUT, only on that part of the service which the transferee (PSE) accepts!"** Of course, shortfall and termination obligations are not transferred by petitioners/assumed by PSE, because, shortfall and termination obligations are the Transferor (petitioner') Customer's plan obligations as per tariff page 3.3.1.Q bullet 10 exhibit D). S&T obligations never transferred on traffic only transfers. This is why, despite the fact that AT&T states it has done tens of thousands of traffic only transfers under 2.1.8, AT&T can not produce one single piece of evidence showing that its position was ever done in

> such a manner. No evidence exists! AT&T admitted in its 1996 FCC filing, and the FCC Ruling stated, the plans were not being transferred or terminated. If the D.C. Circuit had seen on its face the differentiation, then it would have easily understood that paragraph "B's all obligations language **pertains only to what is accepted and reported by the new customer (PSE) to AT&T.**

The above 9/27/06 tariff analysis of 2.1.8 was absolutely correct, particularly this piece:

> **"All obligations" pertain to, or as AT&T counsel Mr. Carpenter *infra* states "depends upon, what is selected for transfer".** Under 2.1.8 at "B" "the "new" Customer (transfer**ee** PSE) notifies the Company" (Company=AT&T), what **it** has accepted (either selected "traffic only" as the case at issue, or the plan with all traffic) and then yes of course it is obligated for "all the obligations" **BUT, only on that part of the service which the transferee (PSE) accepts!"**

What was missing in this previous tariff analysis was the emphasis on the transferor and the word "Former" and emphasizing the list of accounts in the opening 2.1.8 sentence which limited and defined what service (plan or traffic) was designated within the list under 2.1.8 for the "traffic only" transfer.

The Former customer is defined in the opening of the AT&T Transfer of Service Agreement (TSA) form in which the designated service (plan or traffic) is listed which defines which services the transferor has been given Former Customer status on. The top of the AT&T TSA is simply allowing for the implementation of what is included in the "ANY" number(s) of accounts transferred in 2.1.8's opening sentence.

See Exhibit F in petitioners 9/27/06 filing for samples of AT&T TSA's:

All the AT&T TSA's have the header…

Transfer of Service
Agreement and Notification

I, _____, hereby

(Former Customer)

request that AT&T transfer or assign service for Account

Number(s):_____

To _____

(Customer)

The TSA immediately **defines Former Customer** and then what is provided is the list of what service (traffic or plan) that is going to be transferred, further defining what is encompassed by being a **"Former"** Customer.

The Former Customer service list limits the obligations and joint and several liability to the designated accounts. If it was a **plan** transfer then the **Former** Customer would list the plans 181……Main Billed Telephone Number which also was referred to as the lead or home account.

On the AT&T TSA's in question instead of listing thousands of accounts to transfer, it was easier and customary to state move all BTNS (which means Billed Telephone Number (i.e. locations) and then state "except for….".

AT&T did the billing of the accounts and had a copy of the aggregators Revenue Volume Pricing Plan Report which listed all of the accounts on its CSTPII/RVPP plan so there was no need to list thousands of accounts.

The "move all except for 181 …….number statement" made on each of the TSA exhibits at F in the 9/27/06 filing of course is the 181….Main Billed Telephone Number of that plan, which does **not** get transferred on a "traffic only" transfer. Petitioners have evidenced in a previous exhibit AT&T Counsel Mr Whitmer agreeing with counsel Richard Yeskoo during oral argument before Judge Politan that the home or lead account does not transfer on a "traffic only" transfer. Petitioners have also recently provided as an exhibit the tariff definition of Main Billed Telephone Number.

Simply “all obligations” pertain to what is designated for transfer by the “Former Customer” under 2.1.8.

Also notice on the AT&T TSA’s (at exhibit F in the 9/27/06 filing) that the transferor signature line again defines the transferor as a Former Customer as to which services (plan or traffic) that are listed for transfer:

_____
Former Customer (Date)
Authorized Representative

_____
Title

_____
New Customer (Date)
Authorized Representative

_____
Title

Under petitioners correct tariff interpretation, PSE was responsible for the two obligations it accepted ….

(1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s)

… on accounts which were designated for transfer under 2.1.8.

Petitioner’s tariff analysis which correctly interprets and defines under 2.1.8 the **Former Customer** with the list of accounts designated as limiting a transferee so it would **not** be obligated for these two obligations on accounts not designated for transfer. AT&T’s implausible theory has PSE being obligated for the above two obligations on accounts **not** designated for transfer within 2.1.8. AT&T’s POST DC Circuit theory has the transferee obligated for bad debt and unexpired minimum payment period on accounts it never accepted.

AT&T's tariff interpretation POST DC Circuit is an absolutely ridiculous tariff analysis that is counter to 2.1.8, makes no common sense, is not a reasonable tariff construction, and is counter to AT&T's practices and is commercially not feasible.

Now look at 2.1.8 para C and it is the same exact logic:

> The transfer or assignment does not relieve or discharge the **former** Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

There is the "FORMER" status again.

The Transferor is only obligated (at the time of transfer or assignment) to become jointly and severally liable on the services **listed for transfer** which changed the transferors status **on that service listed for transfer** to that of a **Former** AT&T Customer as opposed to an AT&T Customer under 3.3.1.Q CSTPII/RVPP provisions.

If "traffic only" is transferred and not the plan the transferor remains a "Customer" Specific Term Plan/Revenue Volume Pricing Plan **AT&T Customer** as per 3.3.1.Q. provisions as to the plan—not a Former Customer. Only an AT&T customer maintains control of its CSTPII/RVPP plans. A former Customer no longer controls what it transfers.

On the "traffic only" transfer the transferor **does** remain jointly and severally liable with the transferee as to the accounts selected at the time of the transfer and is a Former Customer on those accounts designated for transfer. On the "traffic only" transfer the transferor does **not** become jointly and severally liable for the accounts that are **not** transferred as the transferor is not a Former Customer on the accounts that it did **not** designate for transfer.

The Transferor is still the AT&T Customer for the accounts **not** transferred and thus maintains responsibility to AT&T for the bad debt/min payment period on the accounts **not** transferred. On the "traffic only" transfer PSE becomes the New Customer only on the accounts designated for transfer, and has control over those designated accounts. Thus PSE is responsible for "all the obligations" on what was designated for transfer by the Former Customer and accepted by the

New Customer which on the “traffic only” is the bad debt and unexpired minimum payment period on the accounts transferred from the Former Customer.

CCI does remain jointly and severally liable with PSE for all the obligations (bad debt and unexpired minimum payment period) on the service designated for transfer. Because the plan was not designated for transfer CCI does **not** remain jointly and severally liable for the plans revenue commitment and concomitant shortfall and termination obligations. CCI remains liable as the Customer of record for the plans revenue commitment and concomitant shortfall and termination obligations. These are customer **controllable** obligations that were not transferred because the plan was not designated for transfer.

Now with this foundation of understanding that:
1) it is the plans revenue commitment that gets transferred and this automatically brings along with it the concomitant shortfall and termination obligations,
and
2) that the transferor’s AT&T **Customer** Status is transferred to the transferee (PSE) when a **plan** or the designated accounts transfer)---- relegating the transferor to **Former** Customer Status within 2.1.8, lets get back to section 2.1.8’s remaining jointly and severally liable clause.

A transferor can not “remain jointly and severally liable” unless the term plan revenue commitment, for which the transferor is responsible as an AT&T Customer----- is designated for transfer within 2.1.8 to the transferee. Transferring away the term plan revenue commitment indicates that the Transferor was no longer an AT&T customer in control of the revenue commitment transferred, and would under a plan transfer become a Former Customer. The word: “remain” means the transferor “use to” control the plan or the accounts that were in its plan but no longer does because the transferor designated the plan or transfer.

Remaining jointly and severally liable occurs on that which is designated for transfer in 2.1.8 and the transferor no longer controls that which it transferred. **Former** AT&T plan holder Customers no longer control the plan under 3.3.1.Q para 4 (by adding and deleting service) as per exhibiot D in petitioners 9/27/06 filing.

Former Customers no longer control the accounts designated for transfer and remain jointly and severally liable only on what is designated for transfer. Because the CSTPII/RVPP plan (which is defined by having AT&T Customer Status, and the controlling of its term plan revenue commitment) was **not** transferred; 2.1.8's "remaining jointly and severally liable" clause is not enacted against the transferor AT&T Customer, because it is not designated for transfer within 2.1.8. The transferor CCI it is not a Former AT&T customer but continues as an AT&T Customer in control of its non transferred plan.

The transferor AT&T Customer is not shedding its term plan revenue commitment by listing it under 2.1.8, thus it is not shedding its AT&T Customer status to become a Former AT&T Customer under 2.1.8.

The AT&T customer CCI remains AT&T's Customer because CCI did not designate within 2.1.8 the transfer of its plans. If CCI designated the plans to transfer CCI would have become a "FORMER" AT&T Customer Specific Term Plan Customer as to the plans.

As per 3.3.1.Q paragraph 10 (see page 5 on Exhibit A within).

> - **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.

Shortfall and termination liability are the responsibility of the AT&T **Customer.**

The Former plan owner Customer is also responsible for the shortfall and termination obligations on these plans as the FCC 2003 Decision indicated; and those Former Customers were the Inga Companies on the CCI plans, because the Inga Companies lost AT&T customer status under 2.1.8 and became the Former Customer when the Inga Companies did indeed designate within its transfer under 2.1.8 the plan to transfer to CCI.

The whole concept of "remaining jointly and severally liable" was to protect AT&T for the revenue commitment and concomitant shortfall and termination obligations that were being transferred away by a transferor (FORMER CUSTOMER) on a plan transfer. Likewise the "remaining jointly and severally liable" provision protected AT&T by mandating that the Transferor on a "traffic only" transfer was still obligated for indebtedness and unexpired minimum payment period on the accounts designated within 2.1.8 for transfer.

On the "traffic only" transfer, CCI remained AT&T's Customer on the plan ---**not** a Former Customer, because it did not transfer away its **Customer** Specific Term **Plan** revenue term plan commitment at the time of transfer under 2.1.8.

CCI continued to be obligated for the plans revenue term plan commitment and concomitant shortfall and termination obligations as it continued to be AT&T's customer of record at 3.3.1.Q paragraph 10. As an AT&T Customer CCI could continue to add accounts to its non transferred plans as indicted under the tariff at 3.3.1.Q para 4:

See Exhibit A page 5 para 4:

> **- The Customer may add or delete an AT&T 800 Service or AT&T Custom 800 Service covered under the plan.**

If CCI was a 2.1.8 **Former CSTPII/RVPP plan** Customer it would have had to designate for transfer the plans term plan revenue commitment (the plan) and lose AT&T customer status. CCI would not be able to add accounts to its plans if was not a Customer.

Due to the non disputed fact that it remained an AT&T CSTPII/RVPP plan **Customer** and the CSTPII/RVPP plan holder it could continue to add accounts and maintain control of its CSTPII/RVPP plans and the revenue commitment and concomitant shortfall and termination obligations. Thus the revenue commitment and concomitant shortfall and termination obligations do not transfer.

When CCI received the **plans** from the Inga petitioners the CSTPII/RVPP plans term plan revenue commitment was indeed transferred to CCI and therefore the Inga Companies did under 2.1.8 of the tariff remain jointly and severally liable with CCI for the term plan revenue

commitment. The Inga Companies under 2.1.8 did indeed become the Former AT&T Customer and thus under the tariff no longer owned or controlled the CSTPII/RVPP plans transferred as per 3.3.1Q CSTPII/RVPP provisions.

When the Commission looks at section 2.1.8 it can not only rely upon what 2.1.8 states—because it is not explicit. If the Commission were to rely solely on what 2.1.8 states, the term plans revenue commitment and shortfall and termination obligations are not mentioned at all and this would indicate that these commitments do not transfer **on "either" a plan transfer or a traffic transfer.**

However it is understood based upon other tariff sections interacting with 2.1.8's **Former** Customer Status, vs. 3.3.1.Q's and section 5 's **Customer** Status that revenue commitments and their concomitant shortfall and termination obligations

A) **Do transfer** on a plan transfer (as the transferor does shed its plans revenue commitments and becomes a Former Customer) and
B) Do **not** transfer on a "traffic only" transfer as the transferor remains an AT&T plan holder Customer in control of its non transferred plan.

The Commission has to look at the general CSTPII provisions at tariff section 3.3.1.Q and tariff section 5 to fully understand section 2.1.8., and can clearly see why AT&T defines as a "Former Customer" what is designated for transfer within 2.1.8 by the transferor.

The bottom line is that a transferor's revenue commitment and concomitant shortfall and termination obligations do not transfer to a transferee unless the **plan** is designated for transfer. The transferor becomes a **FORMER** AT&T Customer only as to what is designated for transfer.

If the transferor still has ***control*** of the **Customer** Specific Term **Plan** the transferor is **not as per 3.3.1.Q** a FORMER AT&T Customer--- the transferor is still an AT&T **Customer**.

Likewise under 2.1.8 the transferor gives up control to the New **Customer** on that which is has designated for transfer. You can not have two customers simultaneously controlling the accounts transferred or the plan transferred.

Because the CSTPII/RVPP Plan was not designated for transfer by the remaining transferor "Customer" under 2.1.8 the CSTPII/RVPP plans revenue commitment and concomitant shortfall and termination obligations do **not** transfer, as the obligations required only pertain to what service is transferred by a **Former** Customer under 2.1.8.

Respectfully Submitted
One Stop Financial, Inc
Winback & Conserve Program, Inc.
Group Discounts, Inc.
800 Discounts, Inc

/s/ Al Inga
Al Inga President