

# Exhibit A

STATEMENT OF FACTS

800 Services subscribed to inbound service offered by AT&T pursuant to Tariff No. 2 from 1990 through 1994. However, the allegations of the Complaint concern service to which 800 Services subscribed after August 1, 1994.

On or about July 22, 1994, Phillip Okin (hereinafter "Okin"), President of 800 Services, executed a Network Services Commitment Form for AT&T's CSTP II Plan. See Certification of Daniel H. Solomon, Exhibit D. This form expressly provides:

[t]he service(s) and pricing plan(s) you have selected will be governed by the rates and terms and conditions in the appropriate AT&T tariffs as may be modified from time to time. Your signature acknowledges that you understand the terms and conditions under which the service(s) selected will be provided and that you are duly authorized to make the commitment(s) and to order service for each of these locations.

See id.

On August 2, 1994, Scott Landon, on behalf of AT&T, executed the Network Services Commitment Form. See id. Pursuant to this subscription, 800 Services agreed to an annual Minimum Revenue Commitment of \$3 million in services per year for three years. The effective date of this subscription was August 1, 1994. See id.

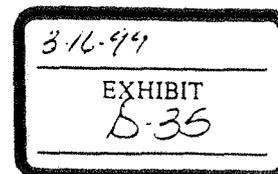
During his deposition, Okin testified that, in or about Fall 1994, his business began declining. See Deposition of Phillip Okin at page 50, lines 11-13. In or about November to December

# Exhibit B



July 25, 1995

Phillip S. Okin  
800 Services, Inc.  
305-315 Route 17 South  
Paranus, NJ 07652

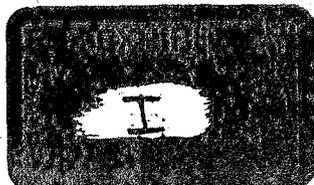


Dear Mr. Okin:

Your July 21 letter asks whether 800 Services, Inc. will be allowed to restructure its existing CSTP II "without any penalty." In tariff terms, a "restructure" is a discontinuance without liability of an existing CSTP II in conjunction with an order for a new CSTP II with a total revenue commitment over the full term at least as large as the remaining revenue commitment of the existing plan, prorated according to the number of months remaining in the term. (Tariff F.C.C. No. 2, Section 3.3.1.Q.4., page 61.19.2) There is no penalty for such a restructuring.

The suggestion in your letter that AT&T's deposit request (dated August 9, 1994) delayed the processing of 800 Services' CSTP II order (dated July 22, 1994) past June 17, 1994 is obviously wrong. 800 Services' existing plan (CSTP II No. 3093) has a three year term and a \$3 million annual commitment. 800 Service ordered this plan on a Network Services Commitment form dated July 22, 1994. On August 9, 1994, AT&T requested a \$125,000 deposit in connection with this order, representing only two weeks of revenue at the minimum commitment level (the tariff provides the deposit amount may be up to three month's revenue, which would be \$750,000 for a \$3 million commitment). This deposit request was based on 800 Services' historic usage under its then-existing CSTP II (which had a \$2.25 million annual commitment) during the four full months for which that plan had been in effect as of July 22. The deposit was required because the pro-rated annual revenue for those four months covered less than 50% of the increased commitment level. (See Tariff F.C.C. No. 2, Section 3.3.1.Q., pages 61.17.1-61.17.2) As you know, AT&T subsequently dropped its deposit request because 800 Services' revenue for the month of July (which was not available when the initial deposit calculation was made) increased 800 Services' prorated year to date revenues to exceed 50% of the commitment increase. The plan was made effective as of August 1, 1994.

As noted, the tariff does not provide any "penalty" for restructuring. If 800 Services does wish to discontinue its existing plan and subscribe to a new CSTP II as per the tariff provision referenced above, please let me know and I will send you a Network Service Commitment form. Please be aware of the following, however:



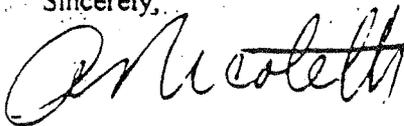
800 SERVICES

00132

- If 800 Services orders a new CSTP II in July, it will become effective on the first day of August. (See Tariff F.C.C. No. 2, Section 3.3.1.Q., page 61.16.1) Any shortfall charge that is incurred based on first year revenues will be fixed as of July 31, the last day of the first year.
- In all events, if 800 Services discontinues its CSTP II without liability, 800 Services will be required to pay any difference between its pro-rated annual commitment and its actual charges through the date of discontinuance for the plan year in which the discontinuance is effective. (See Tariff F.C.C. No. 2, Section 3.3.1.Q.4., pages 61.19-61.19.1)
- If 800 Services discontinues its CSTP II without liability during the first year of its term, but fails to meet the annual revenue commitment, it will be required to repay the credits provided under the Spring Promo. (See Tariff F.C.C. No. 2, Section 8.1.1.165 page 261.186)

You will recall that in our telephone discussion on Friday, July 21, you included a participant on the call whom you introduced as Mike, your consultant. I did not catch Mike's last name or his company's name; could you please let me know what they are. I was initially taken aback when I heard this person's voice, because it sounded remarkably like the voice of Al Inga. In fact, I received a telephone message from Mr. Inga later in the day on Friday in which he indicated he was a party to our call and had tape recorded the conversation! Please let me know if the person you introduced as Mike was really Mr. Inga. I am confused by the contents of Mr. Inga's message to me. He referred to an effort to transfer service from 800 Services to Mr. Inga. I am unaware of any request for such a transfer. Please advise if such a request has ever been submitted to AT&T.

Sincerely,



Anna Nicoletti  
Account Manager

# Exhibit C



445382 QP

Customer Name 800 SERVICES, INC. AT&T Customer Account No. Master Customer No. \_\_\_\_\_  
 Address 17 NO. FARNIEW AVENUE Address 301 Marquette Ave Plan ID No. MLW Contract No. \_\_\_\_\_  
 Suite 10 City PARAMUS State NJ Zip Code 07652 City NY State NY Zip Code 10022  
 AT&T Contact Jean Bushey Telephone No. 800 752-0769

Select Appropriate Option(s):  
 New Order  Add/Delete Locations  Upgrade  Final  Cancel  Renewal

AT&T SOFTWARE DEFINED NETWORK (SDN)  
 Location Detail must be attached)  
 Basic  Custom SDN  Expanded Volume Plan  
 Option:  1  2  3  4  
 Part:  I  IIa  II  V  VI  VII  VIIa  VIII  IX  X

Remarks: \_\_\_\_\_  
 If final option is selected, service will automatically continue under the option selected above, unless you notify AT&T to terminate prior to the end of the final period as designated in the appropriate tariff.

PRICING PLANS  
 Main Billed or Sub-Account Telephone Numbers Location List must be attached for RVPP, CSTPII, CSBP and One Line WATS Term Plan. Location Detail must be attached to DFRP, AVP, HNS, and SSP.

- AT&T MEGACOM® Service Term Plan
- AT&T MEGACOM® Plus Service Term Plan
- AT&T MEGACOM® Service Card Option Plus
- AT&T 300 Term Plan—Location and Service Specific:
  - AT&T 300 Service
  - AT&T 300 READYLINE®
  - AT&T MEGACOM® 300 Service
  - AT&T 300 MasterLine™ Service
- AT&T 300 Customer Specific Term Plan (CSTPI)
- Revenue Volume Pricing Plan (RVPP)
- AT&T Hospitality (Hotel) Network Service (HNS)
- One Line WATS Term Plan (Numbers Only)
- Distributed Network Service (DNS)
- AT&T 300 Customer Specific Bonus Plan (CSBP)
- AT&T 300 Customer Specific Term Plan II (CSTPII)
- ACCESS Multi-Service Volume Pricing Plan (AMSVPP)
- Multi-Service Volume Pricing Plan (MSVPP)
- Discounted Fixed Rate Plan (DFRP)
- ACCUNET™ I, S
- ACCUNET™ 4, 5
- Access Value Plan (AVP)
- ACCUNET™ Select Savings Plan (SSP)

Term: 36 Mos. Net (Choose Monthly) Usage/Revenue Commitment: \$ 3,000,000  
 (Choose one)

You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

ACCUNET™ Flexible Digital Access Service (AFDAS)  
 Location Detail must be attached)

AT&T MULTI-LOCATION CALLING PLAN (MLCP) (AT&T MULTI-LOCATION WATS (MLW))  
 Main Billed Telephone Numbers Location List must be attached)  
 Plan A Term:  12 Months  18 Months  
 Plan B (Execu PRO WATS) Term:  18 Months  
 Number of Locations or Main BTNs \_\_\_\_\_ Monthly Recurring Charge \$ \_\_\_\_\_  
 If final option is selected, service will automatically continue unless you notify AT&T to terminate prior to the end of the final period as designated in the appropriate tariff.  
 You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

STATE CALLING SERVICE (SCS) — Available only to State and Local Government entities  
 Location Detail must be attached for Option 1)  
 Option 1  Option 2  
 I certify that my combined intrastate, interstate and international outbound usage, for the service being replaced by the SCS option checked above, for the prior year exceeded an average of 150,000 minutes per month. (Option 1 or 2)  
 I certify that my combined intrastate, interstate and international outbound usage for the prior year, from all locations using local exchange service access which are to be included in SCS Option 1, exceeded an average of \$12.00 per month, per location. (Option 1 only)  
 Month-to-Month Plan (Option 1 or 2)  
 Term Plan (Option 1 or 2): Term: \_\_\_\_\_  
 Term and Volume Plan (TVP) (Option 1 only): Part:  1  2  3 Term: \_\_\_\_\_

COLLEGE CONNECT™ CALLING SERVICE (CCCS) — Available only to private colleges and universities  
 Location Detail must be attached)  
 Domestic  International  Domestic/International  
 Term: \_\_\_\_\_ Domestic Annual Revenue Commitment: \$ \_\_\_\_\_ International Annual Revenue Commitment: \$ \_\_\_\_\_

THE SERVICE(S) AND PRICING PLAN(S) YOU HAVE SELECTED WILL BE GOVERNED BY THE RATES AND TERMS AND CONDITIONS IN THE APPROPRIATE AT&T TARIFFS AS MAY BE MODIFIED FROM TIME TO TIME. YOUR SIGNATURE ACKNOWLEDGES THAT YOU UNDERSTAND THE TERMS AND CONDITIONS UNDER WHICH THE SERVICE(S) SELECTED WILL BE PROVIDED AND THAT YOU ARE DULY AUTHORIZED TO MAKE THE COMMITMENT(S) AND TO ORDER SERVICE FOR EACH OF THESE LOCATIONS.

3-16-99  
 EXHIBIT  
 8-33

800 Services, Inc.  
 Customer: \_\_\_\_\_  
 By: Philip Orin  
 Authorized Customer Signature)  
Philip Orin  
 (Typed or Printed Name and Title)  
7/22/94  
 Date)

AT&T  
 Accepted By: [Signature]  
Scott R. London  
 (Typed or Printed Name)  
 Manager  
 (Title)  
08-02-94  
 Date)

EXHIBIT  
 D

A0000105

# Exhibit D



901 Marquette Avenue  
Minneapolis, MN 55402-3233

July 12, 1995

Winback & Conserve Program Inc.  
Mr. Alfonse G. Inga  
55 Main Street  
Little Falls, NJ 07424

Dear Mr. Inga:

Enclosed is your copy of the Network Services Commitment Form you signed to restructure RVPP/CSTP II under Plan ID 003782 as a result of the Headstart Promotion.

The start date of your plan is March 1995 usage, April 1995 bill, and you have established your plan for a term of 24 months at an annual commitment level of \$12,000.

Any questions regarding your plan can be directed to me at 800 752-0769 or to your Account Manager, Joe Fitzpatrick, 908 668-6558.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joyce Suek".

Joyce Suek  
Assistant Manager

enclosure

cc: L. Hockert  
J. Fitzpatrick



(Location Detail must be attached)

Basic  Custom SDN

Option:  1  2  3  4

Expanded Volume Plan

Part:  II  IIa  III  IV  V  VI  
 VII  VIIa  VIII  IX  X

Remarks: \_\_\_\_\_

If trial option is selected, service will automatically continue under the option selected above, unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff.

**PRICING PLANS**

(Main Billed or Sub-Account Telephone Numbers Location List must be attached for RVPP, CSTPII, CSBP and One Line WATS Term Plan. Location Detail must be attached to DFRP, AVP, HNS, and SSP.)

- AT&T MEGACOM<sup>SM</sup> Service Term Plan
- AT&T MEGACOM<sup>SM</sup> Plus Service Term Plan
- AT&T MEGACOM Service Card Option Plus
- AT&T 800 Term Plan—Location and Service Specific:
  - AT&T 800 Service
  - AT&T 800 READYLINE<sup>SM</sup>
  - AT&T MEGACOM<sup>SM</sup> 800 Service
  - AT&T 800 MasterLine<sup>SM</sup> Service
- AT&T 800 Customer Specific Term Plan (CSTP)<sup>\*</sup>
- Revenue Volume Pricing Plan (RVPP)<sup>\*</sup>
- AT&T Hospitality (Hotel) Network Service (HNS)<sup>\*</sup> (Sub Account Numbers Only)
- One Line WATS Term Plan (Numbers Only)
- Distributed Network Service (DNS)
- AT&T 800 Customer Specific Bonus Plan (CSBP)
- AT&T 800 Customer Specific Term Plan II (CSTPII)
- ACCESS Multi-Service Volume Pricing Plan (AMSVPP)
- Multi-Service Volume Pricing Plan (MSVPP)
- Discounted Fixed Rate Plan (DFRP)
  - ACCUNET<sup>SM</sup> T1.5
  - ACCUNET<sup>SM</sup> T45
- Access Value Plan (AVP)
- ACCUNET<sup>SM</sup> Select Savings Plan (SSP)

Other: MARCH 95 Start

Term: 2 years Net (Annual/Monthly) Usage/Revenue Commitment: \$ 12,000 per year  
(Choose one)

\*You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations

ACCUNET<sup>SM</sup> Flexible Digital Access Service (AFDAS)  
(Location Detail must be attached)

**AT&T MULTI-LOCATION CALLING PLAN (MLCP) (AT&T MULTI-LOCATION WATS (MLW))**

(Main Billed Telephone Numbers Location List must be attached)

- Plan A Term:  12 Months  18 Months
- Plan B (Execu PRO WATS) Term:  18 Months

Number of Locations or Main BTNs \_\_\_\_\_ Monthly Recurring Charge \$ \_\_\_\_\_

\*If trial option is selected, service will automatically continue unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff. You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

**STATE CALLING SERVICE (SCS) — Available only to State and Local Government entities**

(Location Detail must be attached for Option 1)

- Option 1  Option 2

I certify that my combined intrastate, interstate and international outbound usage, for the service being replaced by the SCS option checked above, for the prior year exceeded an average of 150,000 minutes per month. (Option 1 or 2)

I certify that my combined intrastate, interstate and international outbound usage for the prior year, from all locations using local exchange service access which are to be included in SCS Option 1, exceeded an average of \$12.00 per month, per location. (Option 1 only)

Month-to-Month Plan (Option 1 or 2)

Term Plan (Option 1 or 2): Term: \_\_\_\_\_

Term and Volume Plan (TVP) (Option 1 only): Part:  1  2  3 Term: \_\_\_\_\_

**COLLEGE CONNECT<sup>SM</sup> CALLING SERVICE (CCCS) — Available only to private colleges and universities**

(Location Detail must be attached)

- Domestic  International  Domestic/International

Term: \_\_\_\_\_ Domestic Annual Revenue Commitment: \$ \_\_\_\_\_ International Annual Revenue Commitment: \$ \_\_\_\_\_

THE SERVICE(S) AND PRICING PLAN(S) YOU HAVE SELECTED WILL BE GOVERNED BY THE RATES AND TERMS AND CONDITIONS IN THE APPROPRIATE AT&T TARIFFS AS MAY BE MODIFIED FROM TIME TO TIME. YOUR SIGNATURE ACKNOWLEDGES THAT YOU UNDERSTAND THE TERMS AND CONDITIONS UNDER WHICH THE SERVICE(S) SELECTED WILL BE PROVIDED AND THAT YOU ARE DULY AUTHORIZED TO MAKE THE COMMITMENT AND TO ORDER SERVICE FOR EACH OF THESE LOCATIONS.

**AT&T**

Winback Conserve Program, Inc  
(Customer)

By: Alfonse G. Vignar  
(Authorized Customer Signature)

Alfonse G. Vignar President  
(Typed or Printed Name and Title)

2/27/95  
(Date)

Accepted By: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# Exhibit E

3.3.1.Q.4. Cancellation or Discontinuance of AT&T's 800 Customer Specific Term Plan II-Without Liability - (continued)



*In AT&T contract terms this is an UPGRADE of A CSTP II PLAN THE Business JARGON is that it is a "restructure" on an "existing" plan, not a new plan*

- The Customer replaces its existing Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new Customer Specific Term Plan II with a total revenue commitment (annual revenue commitment times the number of years in the term) over the term of the new plan equal to or exceeding the sum of the remaining monthly (sum of the full months remaining) and/or annual (the annual revenue commitment divided by 12 times the number of full months remaining) revenue commitment of the existing AT&T 800 Service term plan(s) being canceled and replaced with the new Customer Specific Term Plan II. Discontinuance of the former term plan(s) and start of the new Customer Specific Term Plan II must be done concurrently.
- The Customer replaces its existing AT&T 800 Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new AT&T combined outward calling and inward calling discount plan in a new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10) with a total revenue commitment over the term of the new plan equal to or exceeding the sum of the remaining monthly and/or annual revenue commitments on the existing AT&T 800 Service term plan(s) being canceled and replaced with the new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10). Discontinuance of the former term plan(s) and initiation of the new term plan must be done concurrently.
- The Customer subscribes to an AT&T Contract Tariff. The Contract Tariff must have a total 800 service revenue commitment exceeding the sum of the remaining annual revenue commitment for the CSTP II(s) which the Customer is terminating. Discontinuance of the former term plan(s) and subscription to the new Contract Tariff must be done concurrently.

C  
C  
C

# Exhibit F

than half an inch thick, and has neither a table of contents nor an index.' (See Supplemental Certification of Richard R. Meade, Ex. A). Suffice it to say that AT&T misspent over one hundred and forty days (from June 5 to October 26, 1995) 'fine-tuning' and 'clarifying' its transmittal. The end result of this effort is that AT&T has obfuscated the issue referred by this Court to the FCC and in so doing has prejudiced plaintiffs and delayed the determination of a concern of vital importance to them as expressed by this Court in the Opinion.

The Court finds it incredible that AT&T's 'senior counsel' could not understand the Court's focus of concern from the unambiguous language of the Opinion. In its earlier determination, the Court pinpointed the pivotal disagreement remaining between the parties to this litigation. The discreet issue then, as now, was whether AT&T must honor the fractionalization of plans and service attempted by the plaintiffs. There is no mystery.

It appeared at earlier hearings in this matter that AT&T's litigation counsel clearly understood the narrow issue about which the Court was concerned. Indeed, it was at AT&T's behest - - relying on the then-filed Transmittal No. 8179 -- that the Court refrained from deciding the fractionalization issue and referred it to the FCC. There is little to misunderstand. And yet the new transmittal, No. 9229, by virtue of its all-

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<sup>5</sup> See Charles Helein's prediction in his letter of October 10, 1995, p.2. SUDXA.

encompassing bulk, can be testimony to one of only two truths: either AT&T totally misunderstood the Opinion and in good faith included the kitchen sink in its new transmittal for fear of missing the true issue, or else it submitted the second transmittal after an unconscionable delay in an effort to elongate the process in the hope that time would moot the issue by driving plaintiffs out of business.

The delay in the determination of the fractionalization issue has indeed affected the plaintiffs -- in ways immeasurable because of the manner in which the reselling business operates. As established by plaintiffs' supporting certifications and affidavits, their revenue and customer base have been greatly eroded since the initial refusal by defendant to authorize the fractionalization of plans and traffic. See, e.g., Shipp and Inga Certifications. Compare National Communications v. AT&T, supra, 913 F.Supp. 259. While the Court recognizes that administrative agency determinations often involve protracted periods of gestation whose labor pangs can severely impact one or all parties to a dispute, AT&T has clearly exacerbated the delay and the consequent impact on plaintiffs in the instant matter. See generally National Comm. Ass'n v. AT&T, 46 F.3d 220, 225 (2d Cir. 1995); Richmond Bros. Records v. U.S.Sprint, 953 F.2d 1431, supra.

Applying the criteria for preliminary injunctions to the instant case, the Court finds that the interim relief requested by plaintiffs at this stage of the litigation is not only

# Exhibit G

# Transfer Of Service Agreement And Notification

CS4E  
(4-90)

I, JOO Services, INC. PLAN 3093 (Former Customer), Hereby Request That  
AT&T transfer or assign service for Account Number(s) 181-000-0022-137  
To \_\_\_\_\_ (Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of 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).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 4/26/95 or AT&T's agreement in writing of the transfer or assignment.

When a transfer or assignment occurs, a Record Change Only Charge applies.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

USE RUPP Report

MOVE ALL  
Accounts

except MAIN  
181 #

Keep PLAN 3093  
IN Effect

X Phillip O'Kun 4/26/95  
Former Customer (Date)  
Authorized Representative

OWNER  
Title

X \_\_\_\_\_ 4/26/95  
New Customer (Date)  
Authorized Representative

\_\_\_\_\_  
Title

Retention Requirement  
10yrs  
After Entered on Records

# Exhibit H

unfortunately most people believe the AT&T rep. and therefore even if they are getting a better rate with me they go ahead and sign up on an AT&T contract and after the contract is signed as you know there are substantial penalties to get out of those contracts. The account is lost already.

Clarence: O.K. I understand that and we're gonna as soon as I get off the phone with you I'm gonna go over to my senior manager here and discuss the things that we just talked about and figure out a way here to straighten that out and on your end Joe I'm sure we're gonna hear word from how they're gonna handle about cleaning the data out there.

\* Joe: It's gonna a FID will be put on there to prevent any kind of data to be put on the screen.

Al: Maybe it's gonna be done. It's gonna be done on Contract Tariff. I doubt if it's gonna be done on CSTP.

Clarence: O.K. Joe can I have a number to reach you so if my senior manager wants to speak with you...

Joe: 908-668-6558. I'm in specialized markets.

Clarence: O.K. I hope we've answered any questions. Again we do apologize. Again I'm running right over to my senior manager right now to see what we can do about correcting these things.

Al: Thank you Clarence.

Clarence: Thank you.

Al: Talk to you a little later on bye bye.

Clarence: Bye.

Al: This is all day long we do this Joe.

\* Joe: Oh I believe it. The answer is what they're trying to work here. This TYA FID. The other day they're still working it. They have some more wrinkles to iron out. Again they want to do it for all the aggregator accounts on CSTP and CT's.

Al: Joe they should have did this three years ago.

\* Joe: Oh no argument Al. No argument here.

Al: Four years ago Joe. I put on 30,000 and AT&T took 35,000. You know what the funny thing is? AT&T can bastardize me for taking an existing account and giving them a discount but they're paying the AT&T salespeople, employees who sit in the AT&T mausoleums with the AT&T pension plans and health care benefits they pay them to do what I am doing and I do it with no salary, no benefits, etc. It's called optimization at AT&T. And I'm

doing it and AT&T's got a problem with it. This is actually the funny thing about it. They're doing the same thing that I'm doing and they're getting paid to do it by AT&T.

\* Joe: Yeah. I guess it depends on where you sit Al. You know that. But the answer is whatever their efforts are they may clean it up a little bit but the real effort is putting a block right on the accounts and nothing comes up. That's the only way it's really gonna work.

Al: That's a very very simple programming thing to do. That's something that could be done literally within a few days.

Joe: Well see they need to identify what offices really need access to this and would this code block everybody. So how do you get the offices that need access to this.

Al: Obviously the office in Minneapolis, MN is the office that needs access to our accounts.

\* Joe: Yeah and maybe Pittsburgh because they're gonna send some reports out. They have to figure out a way of getting this on there to prevent screens coming up in all the sales offices and some other offices but allowing the information to come up on the screen in Minneapolis and some of our billing centers. That's what they're working real time. He was in here the other day and they're still moving ahead with it and they're making progress and when I say making progress this is a major work issue given to them so he's working it.

Al: But you're talking about several months now before anything gets done.

Joe: I don't know. He could not give me a time frame. Al let me just change gears a moment.

Al: I'm glad you called in while the guy was actually here so I can patch you into the call.

Joe: Yeah I made the mistake of calling in too early.

Al: Oh God this is the same routine constantly all day long.

\* Joe: Yeah I believe you. You know you don't have to tell me that. I've heard it from other customers.

Al: Joe they don't even sell you a rate. All they tell you is customnet it's a better deal. Don't listen to your aggregator.

\* Joe: They don't know what else to say. A lot of these people who are making those calls are basically telemarketers with very little training and they don't understand the rate structures and how everything is set up. They have a quota and they're told to

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