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Dear FCC:

I was contacted by Mr. Inga due to my experience as an English teacher and a business owner. I have a B.A. in English writing and in Philosophy from the University of Pittsburgh. I taught English in High School and Middle School for five years. I also have a Master's degree in the Liberal Arts. Currently I am a freelance writer and an academic consultant.

I was asked to evaluate a section of an AT&T tariff, namely 2.1.8. Additionally, I was provided the general terms for a CSTPII plan under section 3.3.1.Q.

What was initially explained to me was that I was being given the same set of facts as the FCC. Section 2.1.8 is an AT&T tariff section that controls:

- A) the ability of one AT&T customer to either transfer or assign some accounts from its AT&T discount plan to another AT&T customer or
- B) the ability of the AT&T customer to transfer the entire AT&T discount plan to another AT&T customer.

I was then requested to interpret what the “customer” and “former customer” relationship were to each other as it related to AT&T. Additionally, which obligations are transferred under the above 2 types of transfers.

Initially I had to read 2.1.8 a few times to try and understand what was being conveyed. I have a very strong command of the English language and my Sunday crossword puzzles are not this difficult to comprehend. However I enjoy the challenge so let's start with section 2.1.8 Para A:

- A. The customer of record (former customer) requests in writing that the company transfer or assign WATS to the new customer.

Here is what I believe to be the “customer” (“former customer”) relationship to AT&T and how this section should be interpreted.

If an AT&T customer transferred **no** WATS phone service at all, the AT&T customer is **not a former customer** of any AT&T service, and can only be defined as an AT&T customer. Obviously this point is being made just for analysis purposes because the parties would not be utilizing this tariff section if there was no WATS service being transferred; however it is important for analysis purposes because it is obvious the tariff does not **synonymously** define the “customer” as the “former customer.” So under this scenario the customer can only be the customer, not a “former customer”.

On the other side of the spectrum, if the AT&T customer transfers **all** of its AT&T WATS service to the new AT&T customer, the AT&T transferor customer **can no longer be considered an AT&T customer**; the transferor on this side of the spectrum could **only be defined as a “former” AT&T customer**.

Therefore the only logical explanation is that AT&T under Para A of section 2.1.8 is interpreting that the AT&T customer becomes a “former” AT&T customer only for the middle ground area where the customer transfers at least 1 of its WATS accounts/service components but less than all of its WATS Service, thus remaining an AT&T customer.

Obviously it goes without saying that a “customer” can not simultaneously be defined as a “former customer”; that makes no sense at all. The simple interpretation is that the AT&T transferor customer is being referred to i.e. (interpreted as/designated as/defined as) a “former customer,” but only for the AT&T WATS phone service which is being transferred between the 2 parties, in relationship to the phone company (AT&T).

Once you have understood the “customer” (“former customer”) relationship to AT&T under para A of section 2.1.8 then it is relatively easy to understand Para B and Para C of 2.1.8.

Under Para B of 2.1.8 the new customer assumes all the obligations of the “former customer” at the time of the transfer. Section 3.3.1.Q at the 10<sup>th</sup> paragraph down states: “Shortfall and/or termination liability are the responsibility of the Customer.” As stated previously the only way that the transferor is a former customer is if all WATS services are transferred away to the new AT&T customer. Therefore if all WATS services are transferred away then the shortfall and termination liability would have to transfer as well. If the transferor customer does not transfer away all of its WATS service then the tariff indicates that the shortfall and termination liability stay with the remaining AT&T Customer. The two obligations listed in 2.1.8 (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s), become the responsibility of the new AT&T customer on the WATS service transferred or assigned to it by the transferor “former customer”.

Under Para C of 2.1.8 the remaining jointly and severally liable language also only pertains to the “former customer.” I would therefore interpret this as the transferor would remain jointly and severally liable for the WATS service that it transferred away which designates the transferor as a “former customer.” This section makes a lot more sense to me because it is obvious that you (the former transferor customer) “remain” liable for what you transfer. The word “remains” indicates the transferor “former customer” had the obligations but after part or all of the WATS services were transferred the “former customer” remained jointly and severally liable for the service transferred.

Given this context, “customer,” former customer” and “new customer” are defined as follows;

Customer: party owning all obligations of WATS service **prior** to transfer

Former Customer: party which remains jointly and severally liable for transferred service

New Customer: party owning all obligations of the transferred WATS service **after** transfer

The confusion here is that there are really four designations under 2.1.8 [1) AT&T—2) new Customer- 3) the Customer 4) Former customer]. Section 2.1.8 1) interprets the relationship on the service transferred between the parties 2) what the parties relationship to AT&T is after the transfer: remaining (“customer”), or no longer a remaining relationship (“former customer”) and 3) the allocation of the obligations as interpreted above.

Sincerely  
Amanda Lawson