

Jan 25th, 2008
Commission's Secretary
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Re: Dockets No's. 06-210 and Docket 07 -278

**Motion to Provide Relevant Violation Sections and Subsections
of the Communications Act On the Declaratory Ruling Claims Initially Submitted**

**Relief Sought - The FCC Is Requested to Issue Separate but Consolidated Declaratory
Rulings That AT&T Violated its Tariff and Hence the Communications Act**

DOCKET 06-210: Declaratory Ruling Requests:

1) By not transferring the traffic specified in Jan. 1995 under section 2.1.8., which was done in strict compliance with section 2.1.8, AT&T violated section 203(c). By AT&T not adhering to its 2.1.8 tariff section it was an unreasonable practice and therefore violated 201(b). Since the evidence presented shows and AT&T has conceded that AT&T did "traffic only" transfers for others under 2.1.8 but not for petitioners it's discriminatory and therefore AT&T violated 202(a).

1B) Since AT&T denied access to PSE's service by deciding it no longer allowed traffic transfers under 2.1.8 only plan transfers, it was a denial of AT&T service and therefore a violation of 201(a), 201(b) 203(c)and 202(a)

2) Due to section 2.1.8 not having explicit provisions. 203(c).
Violation of Rule 61.2. titled "Clear and explicit explanatory statements, as in effect in Jan. 1995, in order to remove all doubt as to their proper application, all tariff publications must contain clear and explicit explanatory statements regarding the rates and regulations." [47 C.F.R. 61.2 (1994).]

Violation of Title 47 Code of Federal Regulations Sec. 61.54 (j)
Federal Composition of Tariffs: Any special rule, regulation, exception or condition affecting a particular item or rate must be specifically referred to in connection with such item or rate

3-A) By violating 201(b) and 203(c) for its unjust and unreasonable interpretation of its June 17th 1994 ambiguous discontinuation without Liability (restructure) provision on pre 6/17/94 plans, asserting the pre become post 6/17/94 when restructured prior to the 1st yr of a 3 yr. term.

3-B) And for violation of 201(b) and 203(c) that indicates that a pre June 17th 1994 CSTPII plan is at least grandfathered for three years for plans restructured prior to November 9th 1995. All tariff provisions that are ambiguous violate 203(c) and 201 B is due to unreasonable interpretation.

4) By not adhering to the 15 day statute of limitations requirement of 2.1.8. AT&T violated 203(c), 201(b) and 202(a) because it allowed the 2.1.8 traffic transfers for other customers. Once 2.1.8 was determined as allowing traffic only or plan transfers the question of which obligations is moot as petitioners demanded a proper transfer.

5) By not adhering to section 3.3.1.Q bullet 10 AT&T violated 203(c) by using an illegal shortfall application remedy:

A) Initially applying the charges to the end-users instead of its customer the aggregator 203(c), 201(b), 202(a)

5B) inflicting shortfall charges upon end-user locations in excess of the end-users discounts AT&T violated 203(c), 201(b), 202(a)

6) The FCC should declare that shortfall and termination obligations should have been waived under section 2.5.7. (Circumstance Beyond Customers Control) because of AT&T's interpretation that a discontinuance without Liability (restructure) was simultaneously both a new plan and not a new plan, which prohibited the acquiring of end-user customers. AT&T violated 203(c), 201(b), 202(a)

7) By engaging in discrimination under 202 of the Act by not providing petitioners' with a contract tariff despite qualifying for it and also refusing all 90 day public offerings. AT&T violated sections 202(a), 201(b). By not providing access to Contract tariff service AT&T violated section 201(a).

8) As noted by the District Court by engaging in discrimination under 202 of the Act for allowing thousands of other AT&T customers to transfer traffic only, both prior to and well after the Jan 1995 denied traffic transfer, but not allowing petitioners, AT&T violated 202(a) and 201(b)

9) For unjust and unreasonable use of all of its fraudulent use provisions in Jan 1995 when the evidence indicates that the fiscal year commitments were met by the 10th month, the traffic was contracted to be taken back, and the CSTPII /RVPP plans were all pre June 17th 1994 grandfathered through 1998, AT&T violated 203(c), 201(b), 202(a).

10) Discrimination- On same transaction taking the position with co-petitioner (CCI) that the S&T charges were **bogus** and therefore needing to pay CCI, while asserting petitioners S&T charges were **legit**. Petitioners are dropping this declaratory ruling request as it appears that AT&T has continued to maintain that the shortfall charges were legitimate for CCI and Inga Companies.

11) The FCC should declare that AT&T violated 201 (b) used an illegal fraudulent use remedy by permanently denying the traffic only transfer instead of temporarily suspending service and therefore AT&T can not rely upon such charges even if the were found legitimate. Withdraw this DR request as it is covered by number 9 above.

12) For violating 203(c), 201(b), 202(a) for unjust and unreasonable position that AT&T's shortfall and termination charges were legitimate for petitioners but simultaneously taking the position to the IRS and Florida Revenue Department that the shortfall charges were not tariffed charges and that is the reason it did not to pay taxes on the charges moved to CCI's master account.

13) The FCC should rule against AT&T if petitioner's transactions were permissible; and also rule against AT&T if the Commission decides that the transactions were not prohibited by AT&T's tariff.

DOCKET 07-278 Declaratory Ruling Requests:

I) The FCC must declare that under AT&T tariff No. 2, under section 2.1.8 the plans revenue commitment and concomitant shortfall and termination obligations must stay with the Florida customer (CCI's) plan when traffic only is transferred as opposed to transferring traffic with CCI's, CSTPII discount plan. Given the fact that CCI transferred and PSE accepted all obligations of the former customer at the time of transfer or assignment for its "traffic only" transfer AT&T violated section 203(c). By AT&T not adhering to its 2.1.8 tariff section by transferring the traffic it was an unreasonable practice and therefore violated 201(b). Since AT&T did "traffic only" transfers for thousands of others in the exact same manner as petitioners but AT&T did not allow petitioners transfer its discriminatory and therefore AT&T violated 202(a).

II) The FCC must declare that AT&T violated its Tariff No. 2, section 3.3.1.Q para 10 by using an illegal shortfall application remedy in inflicting shortfall and termination charges to CCI's end-users well in excess of the aggregator afforded CSTPII/RVPP discount cap—as opposed to keeping the charges on the Florida based CCI's tariffed Main Billed Account: AT&T violated 203(c), 201(b), AT&T also violated 202(a) as AT&T concedes that it never imposed shortfall charges on the end-users of other aggregators such as the Furst Group and PSE.

III) The FCC must declare that AT&T, having used an illegal remedy, can not rely upon shortfall and termination charges due to the illegal remedy. AT&T violated 203(c), 201(b), 202(a)

IV) The FCC must declare that the responsibility for all the shortfall and termination obligations if permissible under the tariff in June 1996 is not the end-users responsibility but the responsibility of AT&T's customer of record, the Florida based aggregator CCI. AT&T violated sections 203(c), 201(b), 202(a)

Note: There are two tariff violations that AT&T engaged in that need to be addressed by the FCC in regards to the June 1996 shortfall and termination infliction: 1) The interpretation of the pre June 17th 1994 immunity duration period and 2) the shortfall application illegal remedy.

The Commission may erroneously believe that if it rules on just the shortfall application illegal remedy violation the pre June 17th 1994 immunity duration period is moot. This is not so.

If the Commission were to find that AT&T used a shortfall application illegal remedy by exceeding the statutory 3.3.1.Q para 10 discount cap the Commission to be consistent with its 2003 illegal remedy ruling would rule that AT&T can not rely upon the shortfall charges due to having illegally applied its remedy.

However, the interpretation of the duration of the pre June 17th 1994 immunity period would not be moot if the FCC only ruled on the shortfall application illegal remedy because the IRS or Florida may dismiss the tax ramifications if the shortfall was not permissible due to June 17th 1994 immunity; however the IRS or Florida may not dismiss the tax ramifications if the charges were valid in June 1996 but for telecom purposes AT&T could not rely upon the shortfall charges. So both sections of the tariff need to be addressed.

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

&
Tips Marketing Services, Corp

/s/ Al Inga
Al Inga President