

June 3, 2014
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: deena.shetler@fcc.gov
FCC Contractor: fcc@bcpiweb.com
Re: WC Docket No. 06-210
CCB/CPD 96-20

Public Comments by Tips, Inc.

Evidence from Several AT&T Sales and Customer Service Executives that

**AT&T COUNSEL IS INTENTIONALLY
ENGAGING IN FRAUD ON COURTS AND FCC**

The following Evidences that Current and past AT&T Business Practices
Do Not Require New AT&T Customer to Assume Revenue & Time Commitments
of Former AT&T Customer On Traffic Only Transfers

Dear FCC

AT&T changed its tariff interpretation for section 2.1.8 in 2005 ten years after the case started. AT&T post 2005 asserts revenue and time commitments and their associated shortfall and termination obligations MUST transfer to New AT&T Customer that assumes only accounts---- (Traffic Only) ----as opposed to a full plan transfer. Prior to 2005 AT&T asserted that revenue and time commitments and their associated shortfall and termination obligations DON'T transfer to New AT&T Customer on traffic only transfers.

As president of Tips, Inc I directly contacted or had business associates of Tips, Inc contact AT&T to ask what the current business practices were regarding allocation of obligations when transferring of toll free numbers from Former AT&T to New AT&T Customer.

AT&T Counsel have simply engaged in intentional fraud on Courts and FCC...

CASE (1)

The following information was submitted to AT&T:

Original Message Follows:

--- Request Summary ---

Service of Interest: Other

Additional Details: If under an AT&T toll free discount plan Company "A" commits to \$10,000 mo in billing for 3 year commitment and has 10 toll free number locations on its plan. If Company "A" transfers 4 of the 10 toll free numbers to another AT&T customer "B." AT&T Customer "B" is under its own AT&T discount plan of \$20,000 per year and 3 years. The question is does the transferee AT&T Customer "B" forced to assume company "A's" \$10,000 commitment if the new company "B" is only receiving specified accounts from Company "A's" AT&T discount plan—BUT NOT the entire plan? Company is only receiving account traffic only NOT the entire plan.

Is it true that Company "A" would still be obligated for the Shortfall and termination obligations of its non transferred plan and Company "B" would not be forced to assume Company "A" Shortfall or termination obligations?

The following is AT&T's written response confirming for the above statement that there is no assumption of shortfall and termination obligations on traffic only transfers---the obligations stay with the non transferred plan.

-----Original Message-----

From: AT&T Small Business Services [<mailto:smlbiz.customer.service@amcustomercare.att-mail.com>]

Sent: Wednesday, May 14, 2014 12:41 PM

To: frank@techverti.com

Subject: '*Case ID 28973647*' Service & Billing (KMM60009267V89212L0KM)

Thank you for visiting our AT&T web site. I can help you with your request.

That is correct.

Company A that transfers the numbers would be charged any shortfall or termination charges per the commitment that was made regarding the threshold of \$10,000.00

Thank you for choosing AT&T. Your suggestions and feedback encourage us to strive better. Please let me know if there is anything else I can do to assist you. It is my endeavor to ensure your request is handled and you are a satisfied customer. Your confidence in AT&T is our number one priority.

Sincerely,

Yolanda Pearson
AT&T Small Business Services
att.com&caseid=28973647

For more information about your bill, as well as billing and payment options, please visit att.com/billingbasics where you will find a Billing Basics Interactive Guide and links to other valuable information. Take a tour or view a sample bill to understand the different charges that may appear on your monthly phone bill. Help is just a click away at support.att.com! Find solutions to common problems and answers to frequently asked questions fast at: <http://www.support.att.com/>.

Bookmark the site today.

CASE (2)

Contacted Sonya Bruster sales executive for 13 years in AT&T's North Carolina Office sb0425@att.com Sonya is very familiar with AT&T Transfer of Service for Toll Free Numbers. Sonya confirmed that transferring toll free numbers is a common occurrence and the recipient of accounts only –not the plan--- is **not** obligated to assume the transferring AT&T's customers plan commitments and the associated liabilities for shortfall and termination charges. Sonya said that never in her 13 years with AT&T has this ever been different.

CASE (3)

Contacted: Thomas James (TJ) Hand (Service & Billing) Th718d@att.com

FOLLOWING SCENARIO WAS READ...

We are an AT&T customer that is under a discount plan for our toll free services. We are looking to acquire from another AT&T customer (B) a division of its company that includes just 8 toll free numbers from their AT&T discount plan. The company (B) has a time and revenue commitment to AT&T under its discount plan but we are assuming from their plan just some accounts from their plan. It is a simple transfer of toll free service lines between 2 AT&T customers. The question is do we as the company assuming traffic only ---but no plan ---have to assume the shortfall and termination obligations of Company B? It is our understanding that Company B must still meet its commitments and we do not need to assume Company B time and volume commitments since we are not assuming their plan. So Company B would only be liable for any shortfall and termination obligations on its non transferred plan. Correct?

Mr Thomas James (TJ) Hand (Service & Billing) Th718d@att.com and TJ **confirmed** that he has been at AT&T for 3 years and that this is a common occurrence and the recipient of accounts only –not the plan--- is **not** obligated to assume the transferring AT&T's customers plan commitments and the associated liabilities for shortfall and termination charges.

CASE (4)

AT&T sales executive Angela Perez confirmed that it is a common occurrence to transfer toll free accounts and the recipient of toll free accounts only –not the plan--- is not obligated to assume the transferring AT&T's customers revenue and time plan commitments. Angela also said that her boss is Mark Nakatawa who has been with AT&T for 6 years and verified this as well.

CASE (5)

Contacted AT&T Alice Green (Service & Billing) cm574q@att.com and Alice Green stated that she has been with AT&T for 2 years and her supervisor Alvin Co **confirmed** that this scenario is a common occurrence and the recipient of accounts only –not the plan--- is **not** obligated to assume the transferring AT&T's customers plan commitments and the associated liabilities for shortfall and termination charges.

CASE (6)

Emilio Sales Executive in California Office. Refused to provide last name.

Emilio confirmed that this type of transaction is a common occurrence to transfer toll free accounts and the recipient of toll free accounts only –not the plan--- is not obligated to assume the transferring AT&T's customers revenue and time plan commitments.

AT&T offices all over the USA were selected and both the customer service and sales offices all confirmed that the AT&T customer assuming traffic only doesn't assume the revenue and time commitments and associated liabilities for shortfall and termination obligations. AT&T counsel has simply engaged in a fraud on the Courts and the FCC.

Respectfully Submitted,
Tips. Inc
/s/ Al Inga Pres
Al Inga President