

Decision 99-02-016 February 4, 1999

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, practices, and conduct of America's Tele-Network Corp. (ATN), John W. Little, President of ATN, and Geri Clary, Controller of ATN to determine whether the corporation or its principals have violated Rule 1 of the Commission's Rules of Practice and Procedure or have violated the laws, rules, and regulations governing the manner in which California consumers are switched from one long distance carrier to another.

Investigation 98-03-039
(Filed March 26, 1998)

**DECISION APPROVING
REVISED SETTLEMENT AGREEMENT**

Summary

This order approves the settlement agreement between the Commission's Consumer Services Division (CSD), and America's Tele-Network Corporation (ATN), John W. Little, and Geri Buffa Clary. Pursuant to the settlement agreement, ATN will voluntarily cease providing telecommunications service for a period of two years and will make substantial restitution to customers.

Procedural Background

On March 26, 1998, the Commission issued an Order Instituting Investigation (OII) 98-03-039, where the Commission found that there was probable cause to believe that ATN had made material misrepresentations in its application for a Certificate of Public Convenience and Necessity (CPCN) regarding the association of its officers with an interexchange carrier that had

filed for bankruptcy protection, and that ATN was transferring customers without their consent in violation of Public Utilities (PU) Code § 2889.5.

Specifically, Commission Staff alleged that while investigating consumer complaints of unauthorized transfer, Staff discovered that ATN's controller, Geri Clary and its president, John W. Little, were formerly associated with Sonic Communications, a carrier that had previously filed for bankruptcy protection. The Commission rules then, and now, require that any such associations be noted in an application for a CPCN. ATN did not disclose these associations in its application.

On June 11, 1998, the assigned Administrative Law Judge (ALJ) and the assigned Commissioner held a prehearing conference at which the parties appeared and stated that they were near completion of a settlement agreement. The parties filed such an agreement on July 28, 1998, with a motion urging that the Commission adopt it.

On August 7, 1998, the assigned ALJ, Maribeth Bushey, met with the parties and indicated that she intended to draft a decision rejecting that settlement agreement. The ALJ then gave the parties an opportunity to amend the agreement.

On September 17, 1998, the parties filed a revised settlement agreement.

As the settlement agreement disposes of all issues in this proceeding, no hearings are necessary. Thus, pursuant to Rule 6.6 of the Commission's Rules of Practice and Procedure, Article 2.5 ceases to apply to this proceeding.

Description of the Revised Settlement Agreement

The major provisions of the settlement agreement are:

1. CPCN Suspension - ATN's operating authority, its CPCN, will be suspended for two years. ATN will have 60 days to notify its customers that they need to select a replacement long distance carrier. The local exchange companies making the changes will not charge customers the

normal fee to transfer but rather will submit an invoice to ATN for the charges. ATN will pay the charges within 30 days.

2. Restitution to Customers - ATN will deposit with the Commission \$90,600, which will be distributed by the Commission Staff to all ATN customers that challenged their transfer to ATN's service. Each complaining customer shall receive \$50.00. Additional compensation is available to customers via an arbitration/mediation process.
3. At the conclusion of the suspension period, should ATN or John W. Little seek reauthorization to provide telecommunications service in California, they must disclose their involvement in the application, demonstrate their rehabilitation and make other factual showings.
4. Geri Clary will provide to the Director of the Commission's CSD quarterly reports on the number of presubscribed interexchange carrier disputes attributed to OLS, Inc., dba Georgia On Line Services.

Discussion

Commission Rules of Practice and Procedure 51(e) requires that for settlement agreements to be approved by the Commission they must be (1) reasonable in light of the whole record, (2) consistent with the law, and (3) in the public interest

A. Reasonable in Light of the Whole Record

The record in this case reveals allegations of wide-spread violations of PU Code Section 2889.5, the "anti-slamming" statute. Such violations, if proven, harm not only the customers' right to use their carrier-of-choice but also damage the competitive market for interexchange carriers through unfair competition.

The record also shows allegations of serious misrepresentations to the Commission. The practices of Sonic Communications were particularly egregious and contrary to the public interest. Respondent Little has represented

that he provided "management services" from June 1994 to March 1995 to Sonic but that he was not a director, officer, or owner of 10% of Sonic. Respondent Clary similarly represents that she provided "independent consulting services" to Sonic from August 1994 to March 1995, but that her role did not meet the disclosure requirements for CPCN applications. Both respondents provided statements under penalty of perjury supporting these representations.

Respondent Little's history of providing service in California includes admitted involvement with Sonic Communications and now with ATN, another carrier that Staff alleged to be out of compliance with Commission regulations. Mr. Little states that his involvement with Sonic was limited to management information systems and computers and only for a 10-month period which preceded Sonic's bankruptcy filing.

As a result of the settlement agreement, Respondent Little and ATN will be removed from the California telecommunications market. Any re-entry will require thorough review by the Commission.

Staff's allegations against Mr. Little are unproved but give us cause for serious concern. We simply will not allow repeated abuse of California consumers. Mr. Little has presented a plausible but also unproved explanation for his involvement with Sonic. Because the settlement agreement removes Mr. Little from the market, and provides restitution to consumers, without further expenditure of Commission resources, we find that the settlement agreement is reasonable in light of the whole record.

Respondent Clary is in a different position because she owns a substantial interest in a Commission-certificated telecommunications provider which is currently doing business in California. Ms. Clary states that she provided accounting services as an independent contractor to Sonic and to the bankruptcy trustee overseeing Sonic's bankruptcy. She also provided similar services to

ATN prior to ATN beginning its California operations. She states her involvement with ATN ceased in December 1996.

Pursuant to the settlement agreement, Ms. Clary has agreed to enhanced reporting requirements for her on-going operations in California. Based on the representations presented to us, Ms. Clary's involvement in Sonic and ATN appears to have excluded management decision-making and customer transfer requirement compliance and was also of limited duration. Nevertheless, we are quite concerned about this pattern of involvement.

Enhanced reporting, so long as it is adhered to in scrupulous detail, will provide our staff with the information needed to evaluate whether OLS, Inc., dba Georgia On Line Services is experiencing a high rate of customer transfer disputes. We expect staff to aggressively review this information and immediately seek sanctions for any violations of law or Commission policy.

Thus, giving Ms. Clary the benefit of the doubt and imposing some protections for California, we find that this settlement agreement is reasonable in light of the record.

B. Consistent with the Law

None of the actions required by the settlement agreement, as amended, are in violation of any statute or Commission rule or regulation.

C. In the Public Interest

The Commission is responsible for ensuring that the public is protected from unscrupulous practices by interexchange carriers. The settlement agreement protects the public by removing Little and ATN from the California market and by instituting enhanced monitoring on Ms. Clary continuing compliance with statutes and regulations.

The level of restitution ATN will pay for its customer transfer disputes is double the amount provided for in settlement agreements previously approved by the Commission which reflects the history of ATN, Little, and Clary.

In sum, the Commission finds that the settlement agreement is reasonable in light of the whole record, is consistent with the law, and is in the public interest. The agreement is approved pursuant to Rules 51 through 51.10 of the Commission's Rules of Practice and Procedure. (See also San Diego Gas & Electric, 46 CPUC 2d 538 (1992) (rules for all-party settlements)).

Although the initial proceeding was contested, this disposition is not and this order grants the relief requested. Accordingly, pursuant to PU Code § 311(g)(2), the otherwise applicable 30-day period for public review and comment is being waived.

Findings of Fact

1. The Commission opened an investigation into ATN's operations based on allegations of unauthorized transfer of customers and to ascertain whether ATN and respondents Little and Clary had violated Rule 1 of the Commission's Rules of Practice and Procedure.

2. The parties reached a settlement agreement which is Attachment A to this decision.

3. The settlement agreement resolves all matters relating to this proceeding.

Conclusions of Law

1. The settlement agreement is reasonable in light of the whole record, is consistent with the law, and is in the public interest.

2. The settlement agreement should be approved.

3. In order to assure prompt compliance with the terms of the settlement agreement, and to quickly obtain the benefits of the settlement agreement for California consumers, this order should be made effective immediately.

O R D E R

IT IS ORDERED that:

1. The settlement agreement and amendment affixed hereto as Attachment A and made a part hereof is approved, and the parties are directed to comply with the terms set forth in the settlement agreement.

2. Pacific Bell and GTE California Incorporated are directed to cooperate in implementation of the settlement agreement by notifying customers of the need to select another long-distance carrier and in preparing a list of customers that have disputed their transfer to America's Tele-Network Corporation (ATN). All costs of such cooperation shall be assessed to ATN, which shall pay the costs within 30 days.

3. This proceeding is closed.

This order is effective today.

Dated February 4, 1999, at San Francisco, California.

RICHARD A. BILAS
President
HENRY M. DUQUE
JOSIAH L. NEEPER
Commissioners

I.98-03-039 ALJ/MAB/mrj

ATTACHMENT A

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's)
own motion into the operations,)
practices, and conduct of America's)
Tele-Network Corp. (ATN), John W.)
Little, President of ATN, and Geri)
Clary, Controller of ATN to determine)
whether the corporation or its principals)
have violated Rule 1 of the)
Commission's Rules of Practice and)
Procedure or have violated the laws,)
rules and regulations governing the)
manner in which California consumers)
are switched from one long distance)
carrier to another.)

I.98-03-039
(Filed March 26, 1998)

REVISED SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is the final and complete expression of the agreement entered into the 15 day of September 1998 by and between the Consumer Services Division ("CSD" or "Staff") of the California Public Utilities Commission ("Commission") and America's Tele-Network Corp. (ATN), John W. Little, President of ATN, and Geri Clary, former Controller of ATN and ATN's officers, directors, and/or successors-in interest, which collectively are the "Parties" to this Settlement Agreement ("Settlement Agreement" or "Agreement"). ATN, John W. Little, and Geri Clary are referred to collectively as "Respondents." Upon execution, this Revised Settlement Agreement, replaces the Settlement Agreement entered by the parties on July 27, 1998 and filed with the Commission by Joint Motion on July 28, 1998.

WHEREAS, the Commission has before it a proceeding entitled "Investigation on

the Commission's own motion into the operations, practices, and conduct of America's Tele-Network Corp. (ATN), John W. Little, President of ATN, and Geri Clary, Controller of ATN to determine whether the corporation or its principals have violated Rule 1 of the Commission's Rules of Practice and Procedure or have violated the laws, rules and regulations governing the manner in which California consumers are switched from one long distance carrier to another." (I.98-03-039)

WHEREAS, this Agreement addresses the CSD investigation of Respondents regarding possible violations of statutes and regulations regarding unauthorized switching of California consumers from one long distance carrier to another and other requirements for long distance carriers and possible violations of Rule 1 of the Commission's Rules of Practice and Procedure as described in I.98-03-039;

WHEREAS, the Parties each desire to resolve amicably the disputes among them and to settle and forever dispose of all issues raised in I.98-03-039;

WHEREAS, the Parties agree that this Agreement does not constitute an admission by any Party with respect to any issue of fact or law arising from I.98-03-039;

WHEREAS, the Parties mutually desire to reach full and final compromise of all claims regarding I.98-03-039 and further wish to avoid the delay, expense, uncertainty, and inconvenience of protracted litigation of these claims;

WHEREAS, the Respondents represent that John W. Little is now and was at all times in the past the sole investor, owner, officer, and director of ATN;

WHEREAS, the Respondents represent that no prior owner, officer, director, or 10 percent or greater shareholder of Sonic Communications currently, or at any time in the past, has an ownership interest in ATN or has been a partner, officer, or director of ATN;

WHEREAS, the Respondents represent that neither John W. Little nor Geri Clary have ever held an ownership interest in Sonic Communications, Inc. or ever been a partner, officer, director or 10 percent or greater shareholder of Sonic Communications, Inc.;

WHEREAS, John W. Little represents that his affiliation with Sonic Communications consisted of providing "MIS management services" for Sonic Communications from June of 1994 through a portion of March 1995;

WHEREAS, Geri Clary represents that she was never an employee of Sonic Communications and that her affiliation with Sonic Communications consisted of providing independent consulting services to Sonic from August of 1994 to March of 1995 and that as an independent consultant she at times represented herself as Controller of Sonic Communications, Inc.;

WHEREAS the Respondents represent that Geri Clary holds an approximately 35 percent ownership interest in OLS, Inc., doing business in California as Georgia On Line Services, which received authorization from the Commission to provide telephone service within California in Commission Decision 97-10-071 issued on October 24, 1997.

WHEREAS, the Respondents warrant that other than John W. Little's ownership of ATN, and Geri Clary's ownership interest in OLS, Inc., neither John W. Little or Geri Clary hold a 10 percent or greater ownership interest in any telephone corporation

holding a Certificate of Public Convenience and Necessity ("CPCN") issued by the Commission or have an application for a CPCN pending before the Commission;

WHEREAS, the Parties incorporate into this Agreement as additional representations the signed and certified statements of John W. Little and Geri Clary describing Mr. Little's and Ms. Clary's association or involvement with Sonic Communications. Mr. Little's statement is attached as Exhibit A and Ms. Clary's statement is attached as Exhibit B.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises hereinafter made, and intending legally to be bound, the Parties, by their authorized representatives, hereby agree and contract as follows:

VOLUNTARY REVOCATION

1. Respondents agree to the revocation of ATN's Certificate of Public Convenience and Necessity granted by the Commission in Decision (D.)96-09-077. The Respondents agree that ATN will not provide interexchange or local exchange telecommunications within California to California residents or businesses on a wholesale or retail basis for a period of twenty-four (24) consecutive months beginning 60 days from the effective date of the decision adopting this Settlement Agreement. This 24 month period is referred to as the "Voluntary Revocation Period."

2. During the 24 month Voluntary Revocation Period, ATN, any successors, assignees, affiliates, or any company in which John W. Little has a 10 percent or greater ownership interest shall not solicit any customers for telecommunications services in California.

3. ATN may provide intrastate telephone service to ATN's existing California customers during a 60 day transition period beginning the day the decision adopting the Settlement Agreement becomes effective and ending 59 days thereafter. This 60 day period is referred to as the "Transition Period."

APPLICATION FOR CERTIFICATION

4. Neither ATN nor any company John W. Little has a 10 percent or greater ownership interest in shall apply for a Certificate of Public Convenience and Necessity from the Commission until completion of the 24 month Voluntary Revocation Period. ATN and any company John W. Little has a 10 percent or greater ownership interest in must use the Public Utilities Code Section 1001 application process for any future certification request. As a condition of reapplication, ATN and John W. Little agree to include the following information in any CPCN application: (1) a reference to the Commission's prior investigation of Applicant in I.98-03-039; (2) a showing of the Applicant's rehabilitation efforts and that Applicant is fit to operate in California; (3) a showing of restitution provided to California consumers pursuant to the terms of this Agreement; (4) an agreement that Applicant will provide all service to California consumers under a unique Carrier Identification Code which will permit the Commission staff to monitor Applicant's California operations; and (5) disclosure of any other state or federal regulatory agency actions or other state or federal actions against Applicant involving allegations of misrepresentations to consumers, switching consumers' telephone service provider without authorization, or charging consumers for services the consumers alleged to have never ordered. Respondents also agree to provide a copy of any CPCN application to the Director of CSD at the time of filing.

5. Should a company in which Geri Clary has a 10 percent or greater ownership interest seek a Certificate of Public Convenience and Necessity from the Commission during the next 5 years, Geri Clary agrees that the company will do so through the Public Utilities Code Section 1001 application process and will include the following information in the application: (1) a reference to the Commission's prior investigation of Applicant in I.98-03-039; (2) an agreement that Applicant will provide all service to California consumers under a unique Carrier Identification Code which will permit the Commission staff to monitor Applicant's California operations; and (3) disclosure of any other state or federal regulatory agency actions or other state or federal actions against Applicant involving allegations of misrepresentations to consumers, switching consumers' telephone service provider without authorization, or charging consumers for services the consumers alleged to have never ordered. Concurrent with the filing of any application, Geri Clary shall provide to the Director of CSD a copy of the CPCN application and provide, on a confidential basis, copies of Geri Clary's personal state and federal income tax returns, including all schedules and W2's, for the years 1992, 1993, 1994, 1995, and 1996. A statement that this information is being provided to CSD to show that Geri Clary was never an employee of Sonic Communications, Inc. shall be included in the application.

CUSTOMER NOTICE AND SERVICE TERMINATION

6. Within 10 days of the date the decision adopting the Settlement Agreement is effective, ATN shall provide to CSD the name, full address, which includes the street, any apartment or suite number, the state and the zip code, and telephone number of each of ATN's existing customers in California (referred to herein as "Customer List"). ATN shall provide the Customer List on computer readable medium as specified by CSD and

shall separately state, in separate files, the existing customers by local exchange carrier ("LEC"). Upon receipt, CSD shall forward the Customer List to each LEC with existing ATN customers. Within 15 days of receipt of the Customer List, CSD shall send a notice to all customers on the Customer List advising them of the need to select another long distance carrier. CSD shall invoice ATN for the cost of postage for mailing the notices and ATN shall reimburse the Commission for such costs within 30 days of receipt of the invoice. The Respondents agree that ATN is prohibited from selling its California customer base.

7. All ATN customers identified on the Customer List provided in response to paragraph 6, shall have any primary interexchange carrier switch fee that may be charged for switching to a new service provider as required by the terms of this Agreement paid for by Respondents. All switching charges will be paid by Respondents within 30 days of receipt of an invoice from each affected LEC for all the switches performed on the LEC's system.

8. At the conclusion of the 60 day Transition Period defined in paragraph 3, ATN and John W. Little agree to cease using any Carrier Identification Code ("CIC") or Access Customer Name Abbreviation ("ACNA") in California to provide service to California residents and businesses and will immediately cease providing all California consumers' telephone service or any other service that is subject to the Commission's jurisdiction.

RESTITUTION PAYMENT

9. Concurrent with signing this Agreement, Respondents shall pay the Commission a total of \$90,600 to be used for the purpose of providing \$50.00 restitution payments to California consumers identified as a consumer disputing a primary interexchange carrier

("PIC") change to ATN in paragraph 10 of this Settlement Agreement. Upon payment, Respondents relinquish all claims, rights, or title to the moneys paid to the Commission.

CONSUMERS ELIGIBLE FOR RESTITUTION

10. For purposes of this Settlement Agreement, the Parties agree that consumers disputing a PIC change and entitled to compensation pursuant to this Agreement shall be defined as (a) those consumers who, between the period from September 20, 1996 and June 3, 1998, made a written complaint to the Commission that their long distance telephone service was switched without their authorization and CSD determined the switch was made by ATN and the complaint, as identified by Automatic Number Identifiers ("ANIs"), is not included in the list of PIC disputes discussed below and (b) those consumers who, between the period December 20, 1996 and February 20, 1998 were switched by a LEC from another carrier to ATN through WORLDCOM, INC.'S CIC and whose PIC change was designated as a PIC dispute by the LEC and recorded as a dispute against WORLDCOM but determined by WORLDCOM to be a dispute against ATN. For the purpose of calculating the payment required in paragraph 9, the Parties agree that there are 1774 PIC disputes and 38 written consumer complaints to the Commission that are not included in the list of 1774 PIC disputes. The 1774 PIC disputes are identified in a list of ANIs provided to CSD by WORLDCOM in response to Ordering Paragraph 9 of I.98-03-039. Consumers shall be entitled to restitution for each line designated as a PIC dispute.

DISBURSEMENT OF CUSTOMER RESTITUTION

11. Within 30 days of the effective date of the decision adopting this Agreement, CSD will request from LECs the name and address associated with each ANI on the list of

ATN PIC disputes provided to the Commission by WORLDCOM. Respondents agree to reimburse the LECs for the reasonable cost of producing the names and addresses. Respondents shall also pay the LECs for other extraordinary, but reasonable and necessary expenses borne by the LECs in connection with administering and executing the Settlement Agreement. The LECs can directly invoice ATN for reasonable costs and Respondents shall pay the amounts due within 30 days of the receipt of the invoice.

12. Subject to payment by Respondents to the Commission of the \$90,600 amount set forth in paragraph 9, CSD will disburse restitution to the consumers identified in paragraph 10. Disbursement shall not occur sooner than 40 days after the effective date of the decision adopting this Settlement Agreement. The Commission shall disburse the customer restitution in the form of State warrants or bank checks, as appropriate, which shall be made negotiable for a minimum of 90 days from the date of the warrant or check in the amount equaling fifty dollars (\$50.00) per dispute as identified in paragraph 10. CSD shall invoice ATN for the cost of postage for mailing the restitution and Respondents shall reimburse the Commission for such costs within 30 days of receipt of the invoice.

13. State warrants or checks that are undeliverable, returned, and/or not cashed within the time period the warrant or check is negotiable, will be canceled. The moneys represented by these canceled warrants or checks shall be deposited into the General Fund of the State of California.

ARBITRATION/MEDIATION FOR ADDITIONAL RESTITUTION

14. Respondents shall provide additional restitution beyond the \$50.00 payment, in the manner specified below, to all persons who have been affected by the activity alleged in

I.98-03-039, who have Qualifying Consumer Complaints, as described below, who have suffered actual damages as a result thereof, and who submit an arbitration/mediation claim form to the Consumer Services Division within 90 days of receiving the notice and/or warrant or check from the Commission. This program shall be conducted as follows:

14.1 General

ATN and the consumers participating in the arbitration/mediation program shall be bound by the final decision of the arbitrator. However, consumers have the option of deciding whether to participate in the program.

Consumers who do not submit a claim form in a timely manner waive their right to participate in the arbitration/mediation program or to pursue any other claims against ATN before the Commission and related to the allegations against ATN set forth in the I.98-03-039. Consumers who do submit a claim form in a timely manner are deemed to have agreed to be bound by the result of the arbitration as to any claims before the Commission and related to the allegations against ATN set forth in I.98-03-039. However, whether consumers participate in the arbitration/mediation program or not, does not affect their right, if any, to pursue any claim or remedy against ATN in any action or proceeding before any other agency, court, or other jurisdiction. Consumers, however, will waive duplicative reparation claims in other jurisdictions as a result of accepting reparations awards in the mediation/arbitration process. The arbitration/mediation will be conducted at a location convenient for the consumer. Any and all fees and costs of the arbitration shall be paid to the arbitrator by ATN. The Parties intend to use the American Arbitration Association or JAMS

Endispute to conduct the hearings and to make determinations pursuant to this paragraph, with the understanding that ATN and the Consumer Services Division may jointly agree to select a different arbitrator within 30 days of the execution of the Settlement Agreement. In the event the chosen arbitrator is unable or unwilling to conduct the hearings and participate in the restitution program, the Consumer Services Division and ATN shall designate another entity or entities to conduct the hearings and make determinations under this program. The mediation/arbitration process is solely to determine the amount of damages and not to determine whether there has been an unauthorized PIC change or unauthorized charges of the type described on page 9 of I.98-03-039.

14.2. Qualifying Consumer Complaints

“Qualifying Consumer Complaints” shall refer to any consumer complaint or dispute as identified in paragraph 10 herein and any subsequent complaint received by the Commission up until 60 days after termination of ATN service to California customers.

Qualifying Consumers shall be eligible to participate in arbitration/mediation, if they meet all of the following criteria: (a) the consumer complaint pertains to allegations made in I.98-39-039; (b) the consumer has not otherwise received full restitution (where entitled) for damages arising out of the activity alleged in the Investigation. Consumers who received \$50.00 payment as identified in paragraph 10 must also allege he/she has suffered an actual and ascertainable loss greater than \$50.00 as a result of the activity alleged in I.98-03-039.

14.3. Mediation/Arbitration Notification

The Consumer Services Division shall include with the \$50.00 warrant or check a notice explaining the purpose of the warrant or check and informing the consumer that he/she may seek additional restitution, beyond the \$50.00 remediation, from ATN by participating in the arbitration/mediation program. The notice shall be prepared in English and Spanish. A copy of the notice is attached hereto as Exhibit C. CSD will include with the notice a claim form that the consumer must fill out to participate in the mediation/arbitration program. A copy of the claim form is attached as Exhibit D.

The notice and claim form shall describe the arbitration/mediation program and shall set forth the procedures the consumer must follow to participate in the program. The notice and claim form shall advise consumers that they have 90 days to complete the claim form and return it to the Consumer Services Division at the address specified. The notice and claim form shall further advise consumers that if they do not submit the claim form within the 90 day period, they will be deemed to have waived any right to use this arbitration/mediation process to seek relief from ATN concerning any issues raised in I.98-03-039. The notice and claim form shall advise consumers that their decision to participate in the arbitration/mediation process shall not affect their right, if any, to pursue any claim or remedy against ATN in any other agency, court, or other jurisdiction except to the extent a consumer seeks duplicative reparations.

The Consumer Services Division shall date stamp all complaint forms as they are received and provide copies of the claim forms to ATN in two batches, the first containing all claim forms received by the Consumer Services Division within 30 days of the date that the notice and claim forms were first mailed to former ATN customers. The Consumer Services Division shall use all reasonable efforts to deliver to ATN the second batch, containing the remaining claim forms received, within 120 days of the last date that the notice and claim forms were mailed to former ATN customers.

14.4. Mediation Process

After receipt by ATN of the form described in paragraph 14.3. herein, ATN shall have 60 days to informally mediate all consumer complaints with, at ATN's election, the assistance of the mediator. Those consumers whose complaints are still unresolved after this period shall be eligible to participate in the arbitration program. After the aforementioned 60 day period, ATN shall contact all consumers with unresolved complaints through a letter notifying the consumers that the claim remains unresolved and will be submitted to arbitration. ATN shall then transfer to the arbitrator all claim forms which remain unresolved.

If, at any time, ATN resolves a consumer complaint through mediation, within 60 days after resolution, ATN shall file with the Consumer Services Division a report containing the name, address, and telephone number of each complainant and the resolution of the complaint. A photocopy of the correspondence with the consumer complainant shall be sufficient to meet this requirement if it contains all of the required information.

14.5 Arbitration Process

Upon receipt of a consumer claim form, the arbitrator shall schedule an arbitration hearing to be held within 90 days of the arbitrator's receipt of the form and notify the consumer, ATN, and CSD of the date of the hearing.

The arbitrator shall determine whether restitution is appropriate in each case and shall be responsible for assuring that there are adequate personnel to arbitrate all cases. For the consumer to prevail in the arbitration program, the consumer shall have the burden of proving his/her actual damages by preponderance of evidence. Such damages are limited in nature to refunds of rates or fees actually paid by the consumer for which the consumer has not previously received reimbursement. Consumers may not recover consequential damages through the arbitration program.

When the arbitrator issues his/her final decision after the hearing, he/she shall notify the consumer and ATN of this decision through regular mail. Any money due claimants after arbitration shall be paid by ATN within 90 days after notice from the arbitrator of his/her decision in any particular hearing. The cost of each such arbitration shall be borne by ATN. ATN shall also send the Consumer Services Division a list of those consumers who elected to participate in the arbitration program and notify the Consumer Services Division of the results of the arbitration.

OTHER ACTIONS

15. To the extent that ATN or any company that John W. Little has a 10 percent or greater ownership interest in provide service to California consumers pursuant to any

CPCN issued by the Commission after the Voluntary Revocation Period, the company shall comply fully with California law and the Commission's rules, regulations, decisions, and orders.

16. Geri Clary agrees to cause to be provided to the Director of the Consumer Services Division on a quarterly basis, a report documenting the number of PIC disputes involving California consumers made with all LECs and ultimately attributable to OLS. Ms. Clary will take whatever action is necessary to obtain this information including, but not limited to, requiring all underlying carriers of OLS to provide to OLS those PIC disputes reported by the LEC as a dispute against the underlying carrier but determined by the underlying carrier to be a dispute involving OLS. Ms. Clary will request that the underlying carriers track this information if it is not currently tracked. The quarterly report shall provide the PIC disputes by month, by the CIC the dispute was recorded against, and by LEC. The report shall also provide the ANI associated with each PIC dispute. The report shall be due 60 days after the end of each quarter making the report due on May 30, August 29, November 29 and March 1. The quarterly report shall be provided to CSD for three years.

17. Nothing in this Settlement Agreement prohibits the Commission from taking action against OLS, Inc., dba Georgia On Line Services, and its principal Geri Clary for any violation of statute or Commission rule, order, decision, or direction. CSD agrees, however, that to the extent any such action is predicated on any allegation that Geri Clary failed to disclose a prior relationship with Sonic Communications other than as a director, officer, partner, or 10 percent or greater shareholder, the action to that extent is barred by the Settlement Agreement.

18. The Consumer Services Division agrees that it will make no effort to initiate actions by law enforcement agencies against Respondents based upon allegations contained in I.98-03-039. However, CSD will fully participate, to the extent requested, in any regulatory or law enforcement agency action taken against Respondents.

19. Parties intend that this Settlement Agreement will not determine or be advanced in any manner to try to influence the outcome of any other proceeding before the Commission or in any other jurisdiction pending now or instituted in the future. The positions taken herein, and the actions taken in furtherance of this Settlement Agreement, are in settlement of disputed claims and do not constitute admissions. CSD and Respondents agree that the actions required to be taken by them pursuant to this Agreement are taken without prejudice to positions each Party has taken, or may take hereafter, in any proceeding, including the Investigation.

20. Respondents agree that they will not seek the dismissal of any civil or criminal action filed against any Respondent on the grounds that the Commission has primary jurisdiction over the issue of unauthorized PIC changes or unauthorized charges.

ENFORCEMENT OF SETTLEMENT AGREEMENT

21. In the event of any violation of this Agreement, CSD reserves its right to initiate a formal proceeding and to seek whatever remedies that it deems necessary.

COMMISSION REJECTION OF THE SETTLEMENT AGREEMENT

22. If the Commission rejects the Settlement Agreement, either Party may withdraw from this Settlement Agreement by giving written notice to the other Party of such intent

within 10 days after the Commission order rejecting the Agreement is mailed to the Parties. Within 45 days after such written notice of withdrawal is received by the other Party, CSD shall pay to ATN an amount equal to that paid to the Commission pursuant to paragraph 9 less any costs associated therewith and made in accordance with this Settlement Agreement. CSD represents that it has the authority consistent with the pertinent provisions of this Agreement as executed by the Parties and based on the understanding of the Commission Fiscal Officer's responsibilities, to effectuate such payment to ATN.

23. If the Commission rejects the Settlement Agreement, the 45 day period described in paragraph 22 shall be suspended on the date that the withdrawing Party notifies in writing the other Party to this Agreement that it would like to renegotiate the terms of the Settlement Agreement for purposes of resubmitting a revised Agreement that would be acceptable to the Commission. Such suspension shall continue until the Commission has rejected the Parties' resubmitted Agreement or one of the Parties notifies the other Party in writing that it is withdrawing from the negotiation of a new Agreement, whichever occurs earlier.

LEC AND IEC COOPERATION

24. By execution of the Settlement Agreement, CSD and Respondents jointly request that the Commission direct the LECs and WORLDCOM to provide CSD with the information described in paragraph 11 and direct the LECs to waive any switching fees for the consumers identified in paragraph 6 when the customers switch off of ATN's service. As previously agreed in paragraph 7, the LECs may bill Respondents for the switching fees.

25. By execution of the Settlement Agreement, CSD and Respondents jointly request that the Commission direct the LECs and WORLDCOM to cooperate with the Commission and CSD staff, as necessary, in implementation of the Settlement Agreement.

APPLICATION FOR REHEARING

26. Respondents agree that they will not file an application for rehearing of any order adopting the Settlement or take any action that would be deemed to not fully support the terms and conditions contained in the Settlement Agreement.

EXECUTION OF THE AGREEMENT

27. This Agreement contains the entire agreement between the Parties and is not severable. If this Settlement Agreement is adopted by the Commission with modifications, the modifications must be consented to by all Parties to this Settlement Agreement. If the modifications are not acceptable to one or more of the Parties, then the Settlement Agreement is void except for the provisions in paragraph 22. A Party shall be deemed to have consented to the Commission modification unless that Party notifies in writing the other Party and the Commission of its objection to the modification(s) within 15 days following the effective date of the Commission order proposing such modification.

28. The Parties agree, without further consideration, to execute and/or cause to be executed, any other documents and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.

29. This Settlement Agreement shall be binding upon the respective Parties, their heirs, assignees, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, officers, directors, and 10 percent or greater shareholders.

30. The Parties acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges, and duties under this Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it.

31. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.

32. The undersigned acknowledge that they have been duly authorized to execute this Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

JOINT AND SEVERAL LIABILITY

33. ATN and John W. Little are each jointly and severally liable for payments required by this Settlement. John W. Little, the sole owner of ATN, personally guarantees all payments required under this Settlement Agreement and agrees that the Commission can fully pursue debt collection against him or against ATN.

GOVERNING LAW

34. The Parties acknowledge that unless expressly and specifically stated otherwise herein, the California Public Utilities Code, Commission regulations, orders, rulings, and/or decisions shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the following page.

William R. Schulte

William R. Schulte, Director
Consumer Services Division

Public Utilities Commission
of the State of California

Dated: Sept 15, 1998

John W. Little
President, America's Tele-Network, Corp.

On behalf of America's
Tele-Network, Corp.

Dated: _____

John W. Little
Respondent

Dated: _____

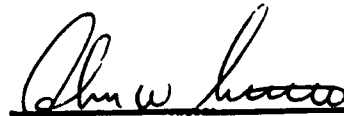
Geri Buffa Clary
Respondent

Dated: _____

**William R. Schulte, Director
Consumer Services Division**

**Public Utilities Commission
of the State of California**

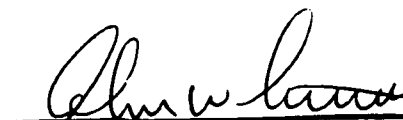
Dated: _____



**John W. Little
President, America's Tele-Network, Corp.**

**On behalf of America's
Tele-Network, Corp.**

Dated: 9-15-98



**John W. Little
Respondent**

Dated: 9-15-98

**Geri Buffa Clary
Respondent**

Dated: _____

William R. Schulte, Director
Consumer Services Division

Public Utilities Commission
of the State of California

Dated: _____

John W. Little
Respondent

Dated: _____

John W. Little
President, America's Tele-Network, Corp.

On behalf of America's
Tele-Network, Corp.

Dated: _____



Geri Buffa Clary
Respondent

Dated: 9/15/88

EXHIBIT A

CERTIFICATION

I, John W. Little, under the penalty of perjury, do hereby certify to the best of my knowledge, information and belief, that:

I am President of America's Tele-Network Corp. ("ATN") and have held this position since the inception of ATN.

I am also the sole director and shareholder of ATN.

I started ATN with the use of my personal resources in 1995 and was the only investor at that time and remain the sole investor today.

My background is in managing information systems and computer science, but the main source of my resources are private trusts in which I am the personal beneficiary.

I provided MIS management services for Sonic Communications, Inc. ("Sonic") for approximately ten (10) months, from approximately June, 1994 through a portion of March, 1995.

Other than providing MIS management services for Sonic, I had no ownership or other interest in Sonic at any time.

I ceased performing any services for Sonic in March, 1995.

At the time I terminated my services for Sonic, Sonic had not filed for any type of protection against creditors.

Based on my personal recollection, understanding and belief, Sonic did not file for protection under the bankruptcy laws until sometime after I had ceased providing MIS management services to Sonic.

Having learned something about the business of providing switchless resale long distance services during the time I assisted Sonic with its MIS management needs, and having the funds

available to invest in such a venture, I formed and incorporated ATN to become a switchless resale carrier.

There is no secret, nor is any attempt being made to deny, that my interest in switchless resale resulted from my work on Sonic's MIS system.

While I had some understanding of the difficulties Sonic was experiencing at the time I ceased providing services to Sonic, I was in no position to make any judgments about, nor did I need to make any judgments about, Sonic's degree of responsibility for the existence of those difficulties.

Whatever Sonic's difficulties were, they were of no direct interest to me insofar as starting a switchless resale carrier enterprise of my own.

As an entrepreneur who has never worked in a regulatory environment like that in which the telecommunications industry must operate, I claim no professional expertise in matters of regulation or regulatory procedures.

As any prudent business person would do, I retained the services of experts in this area, as independent consultants or contractors.

Because of my experience with switchless resale operations, I was comfortable and familiar with placing ATN's regulatory compliance into the hands of independent contractor entities with experience in regulatory matters.

I relied on these regulatory experts to help prepare the filings required by federal and state authorities to obtain the authorizations needed to provide switchless resale services.

While I reviewed the applications and other filings sent to me by these experts, and understood their content and purpose, I seldom had need to revise the information that was contained in these filings.

For the most part, all applications requested the same information about ATN as a corporation, about its proposed services and the rates to be charged therefor.

I was also aware that some states requested information about whether an applicant might have experienced any regulatory problems in other states.

My recollection is that, in those states that requested such information, usually it pertained to whether the applicant company had had any authorization suspended or revoked or had been the subject of some other form of disciplinary action.

I also recall that the filing requirements and procedures varied at times as among different states.

For example, I was aware that some states are more concerned about financial showings than others, that some states require tariffs and others do not, and that some states exercise no authority over switchless resale at all.

Although I have no specific remembrance of such matter, I do not recall any state which asked about the bankruptcy of any other company other than, perhaps, the applicant company itself.

I do recall being advised that one other state which asked a similar question about prior associations with bankruptcies limited its inquiry to the applicant's officers, directors and shareholders of 20% or more of the applicant's stock.

While I generally read over the applications which I was to sign as President of ATN, given the number of applications ATN had filed with other states before ATN's application for California was filed, I have no specific memory of thinking that the application for California was significantly different than any other states as to most of the basic information requested.

In consequence, I have no specific recollection of consciously having noticed and specifically considered the question about my having been associated with or an employee of any other telecommunications company other than ATN.

I, therefore, have no specific recollection of consciously having noticed and specifically considered the question about having been associated with or an employee of any other telecommunications company which filed for bankruptcy or went bankrupt.

Since the commencement of this Commission's investigation, and the allegation that I have violated rules of the Commission in having submitted the application as it was then constituted, I reviewed the circumstances and reflected on whether the application as submitted was in any way untruthful.

Having so reflected, I would make no change in the content of the application and consider the application, as submitted and acted upon by the Commission, to be fully accurate and truthful.

The incontestable fact is that, at the time of the application's filing and to this date, I have never been associated with or an employee of any telecommunications company which had filed for bankruptcy protection or which had been adjudicated bankrupt.

When I ceased working for Sonic, it had not declared bankruptcy nor filed for bankruptcy.

My current understanding, and I know of no reason that my understanding at the time of signing the application to this Commission would have been any different, is that the correct answer to the question now under investigation is that I have not been employed by or associated with any telecommunications company which filed for bankruptcy or which was declared bankrupt.

I was never in a position with Sonic in which I had any authority to direct, control or effect corporate affairs.

I have never had any cognizable connection with the financial performance of any company for which I performed MIS management services.

My understanding today is, and at the time of the signing of the application was, that the Commission's interest is in any employment or association which was of a substantive nature -- that is, one in which some control over corporate affairs existed, such as that of an officer or director or significant shareholder.

As a matter of routine practice, I do not include in my personal resume any job-related experiences lasting less than one year.

When I provided my resume for association with the application for ATN it, therefore, did not include any mention of Sonic.

Sonic's having filed for bankruptcy had no bearing on the content of my resume.

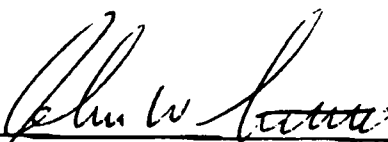
Since I was not in the employ of Sonic when it declared bankruptcy, it would not have occurred to me to include Sonic in my resume in any event.

In conclusion, I did not misrepresent any material fact to the Commission in the application.

I deny any intent of attempting to misrepresent my involvement with Sonic, an involvement that I consider to have no relationship to ATN, its history or responsibility or to my personal history or responsibility.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

I do not understand with any degree of expertise the regulatory process, but never have I been advised nor have I experienced or heard of any regulatory requirement, policy or procedure by which an applicant's or a certificate holder's qualifications may properly or fairly be judged under a "guilt by association" approach.

A handwritten signature in dark ink, appearing to read "John W. Little", is written over a horizontal line.

John W. Little
President
America's Tele-Network Corp.

Dated: April 14, 1998

CERTIFICATION

I, Geri Clary, under the penalty of perjury, do hereby certify to the best of my knowledge, information and belief, that:

I was employed by America's Tele-Network Corp. ("ATN") as its Controller from August, 1995 to December 6, 1996.

At no time was I ever an officer, director or shareholder of ATN.

I have never possessed, nor exercised, any decisional authority about the corporate affairs or policy of ATN.

Prior to my position at ATN, I was retained as a consultant by the Trustee in Bankruptcy ("Trustee") presiding over the bankruptcy case of Sonic Communications, Inc. ("Sonic").

Prior to acting as a consultant for the Trustee, I served in a similar capacity for Sonic as "debtor-in-possession" under the United States Bankruptcy Laws.

From August of 1994 to March, 1995, as owner of GC Accounting, I served as an independent consultant to Sonic.

Sonic paid for my services by issuing checks made payable to GC Accounting.

All of Sonic's corporate books and records are believed to be in the possession of the Trustee, including all canceled checks.

Prior to my position as a consultant to the Trustee, I worked as an independent consultant providing accounting services to Sonic.

I have never been employed by Sonic as an employee.

I have never possessed, nor exercised, any decisional authority about the corporate affairs or policy of Sonic.

Before beginning work as Sonic's accounting consultant, and during the time I served in such capacity, I worked for my own accounting firm, GC Accounting.

I was hired to work for ATN by Mr. John W. Little.

I ceased working for ATN approximately six to seven months prior to the time ATN commenced operations in California.

As ATN's Controller, my duties did not include reviewing or approving ATN's applications to obtain government authorizations to operate as a switchless resale carrier.

As ATN's Controller, I did assist with the preparation of financial information about ATN when such information was required to complete application filings.

I do not recall having seen or read the specific application ATN made to the California Public Utilities Commission.

I had no knowledge that part of the information sought by the application included information about whether any employee or others associated with ATN had previously been associated with a telecommunications carrier which declared bankruptcy or which went bankrupt.

During my period of service to Sonic, I exercised no authority over any of Sonic's corporate affairs or operations and played no decisional role in Sonic's decision to seek the protection of the bankruptcy laws of the United States.

I do recall that my understanding of Sonic's decision to seek such protection was a result of advice of counsel and the decision of Sonic's management that it needed to file for such protection because of the mushrooming class action lawsuits being filed against it and because a significant portion of Sonic's revenues were cut off by action of the California Commission which, at the time, was investigating Sonic's marketing practices and by the refusal of NYNEX, a Regional Bell

Operating Company, to pay over to Sonic the charges it had collected pursuant to its billing and collection agreement with Sonic.

I have read the allegations of the Commission's agents and the Order instituting the investigation of ATN.

In connection with the application submitted to the Commission on behalf of ATN for a Certificate of Convenience and Necessity, and in any other matter, I categorically deny that I have violated any rules of the Commission, or that I had at any time any intent to misrepresent any relevant and material fact.

I also deny that I had any knowledge of either the question about other companies that may have been or were involved in bankruptcy proceedings or the manner in which the question was answered in ATN's application.

My resume submitted with the application for ATN is the standard resume submitted with other applications submitted by ATN.

I have no recollection of specifically providing my resume in connection with the ATN application for California.

As ATN was submitting applications to other states, it was common practice for ATN's regulatory counsel to make copies of my resume and submit them without specific reconfirmation by me.

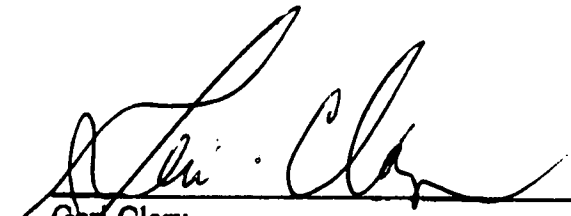
My resume did not list Sonic because I was a consultant and not an employee and it is against standard practices for consultants to list their clients in their resumes.

Moreover, since I was unaware of the inquiry about other companies, my resume submitted in support of ATN's application is complete, accurate and correct.

As a consultant, I have never been asked to include as part of my associations and have never considered my work for clients to form an "association" with them, particularly not in the context of implicating responsibility for my clients' corporate actions and/or policies.

I categorically deny that the omission of Sonic from my resume was in any way motivated or influenced in any manner by ATN's having to submit an application to this Commission.

I have not submitted copies of my tax forms because I am advised that I have legal and constitutional rights to maintain the confidentiality of these records in light of this sworn certification denying employee status; the fact that I had severed all ties to ATN months before it commenced operations and that the jurisdiction of the Commission therefore no longer encompasses my personal information.



Gert Clary

Dated: April 14, 1998

EXHIBIT C

Letter to Former America's Tele-Network Corp. Customers

Date:

Dear Former America's Tele-Network Corp. Customer:

You are receiving this letter because you have been identified as a consumer who made a complaint involving America's Tele-Network Corp. (ATN) with Pacific Bell, GTE California (GTEC), another local exchange carrier or with the California Public Utilities Commission (CPUC). As a result of your complaint and others like it, the CPUC approved a settlement between the CPUC's Consumer Services Division and ATN.

Under the terms of the settlement, you are automatically entitled to receive the enclosed check. You do not need to take any action in response to this letter, except to cash the check enclosed with this letter within 90 days of the date printed on the check. If this payment satisfies you, you do not need to contact the CPUC or ATN. If you are not satisfied with this payment, you may still cash the check and you may also be entitled to participate in the mediation/arbitration program set up by the settlement. In the mediation/arbitration program you may receive additional compensation if you demonstrate that as a result of the conduct of ATN you have suffered actual losses of the nature described in the accompanying Claim Form Instructions that are greater than \$50.00.

If you wish to participate in the mediation/arbitration program and you think that you are eligible, please follow the instructions on the attached claim form. You must complete the attached claim form and return it to the CPUC's Consumer Services Division within 90 days of the date of this letter to participate in the mediation/arbitration process.

You should know that this offer of arbitration/mediation is your only opportunity to seek restitution at the CPUC. Whether or not you participate in this arbitration/mediation program does not affect any right you may have to pursue any claims against ATN in any proceeding before any other agency, court, or jurisdiction. By this notification, the CPUC does not take any position as to whether you have other claims to pursue.

Please contact Linda Woods, an investigator at the CPUC, at 1-800-____-____ if you have any questions regarding this letter.

Sincerely,

William R. Schulte
Director, Consumer Services Division
California Public Utilities Commission

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE CLAIM FORM

The claim form attached to these instructions is only for use by former customers of America's Tele-Network Corp. (ATN) who wish to participate in mediation or arbitration of their disputes with ATN. If you are satisfied with the payment you have received, you do not need to fill out this form.

To be eligible to participate in this mediation/arbitration program, you must:

- (1) have a complaint that relates to being switched to ATN's long distance service without your consent;
- (2) have suffered actual losses as a result of ATN's conduct beyond the payment you received by the enclosed check and any other compensation that may have previously been provided by ATN. Such losses are limited in nature to the types of losses directly tied to your telephone bill (such as charges for changing your long distance service, charges at rates higher than those charged by your chosen long distance carrier, charges for services you never ordered, etc.); and
- (3) return this claim form within 90 days to:

Linda Woods, Investigator
Consumer Services Division
California Public Utilities Commission
505 Van Ness Avenue, 2nd Floor
San Francisco, CA 94102

If you do not send in this claim form within 90 days of the date of the attached letter, you will not be eligible to participate in this mediation/arbitration program. If you do not participate in the arbitration/mediation program, you give up your right to ask the California Public Utilities Commission to award you damages from ATN of more than the check you received with this notice and any additional remediation previously provided to you by ATN.

Whether or not you participate in this mediation/arbitration program does not affect any right you may have to pursue any claims against ATN in any proceedings before any other agency, court, or other jurisdiction.

If you decide to participate in the mediation/arbitration program, please fill out the attached claim form as clearly and as completely as possible, and return it within 90 days to the address above. If you do not know the answer to some of the questions on the claim form, complete as much as you can. You can still submit a claim even if you cannot provide all of the information requested.

MEDIATION/ARBITRATION CLAIM FORM

RETURNED FORMS MUST BE POSTMARKED BY [DATE]

**COMPLETE THIS CLAIM FORM ONLY IF YOU WANT TO PARTICIPATE IN
MEDIATION/ARBITRATION WITH AMERICA'S TELE-NETWORK, CORP.**

Complete as much of the form as you can, writing clearly and legibly. You may submit the form even if you cannot answer all of the questions.

1. Fill in your name, current address and telephone number(s):

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Number (including area code): (____)_____

2. Please print your address and telephone number at the time you were a customer of ATN if it was different from your current address:

Street Address: _____

City, State, Zip: _____

Telephone Number (including area code): (____)_____

3. What was the name of your local telephone company (Pacific Bell, GTE California, etc.) at the time your long distance service was switched to ATN?

4. Have you ever corresponded with ATN concerning your complaint?

Yes ____ (Please attach copies of the letters if you have them)

No ____

5. Did you ever complain to your local telephone company (i.e., Pacific Bell, GTE California, etc.) about ATN?

Yes ☐ (Please describe the complaint.)

No ☐

6. Did you ask your local telephone company to change your long distance telephone service provider from ATN to another long distance company?

Yes ☐

No ☐

7. Explain the details of your dispute with ATN. Attach additional pages if necessary and copies of documents, if applicable. (For example, copies of telephone bills, letters written to or received from ATN, etc.) Please send copies with this form and keep any originals.

8. Did you ever receive a refund from ATN or any other telephone company for charges on your telephone bill associated with your complaint against ATN?

No

Yes If yes, please state:

The amount you received: _____

The date you received it: _____

What was the reason for the refund (if you know)? _____

9. Please describe any additional damages you believe you are entitled to beyond the payment(s) you have received. Attach additional pages if necessary.
