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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
DOCUMENT CONTROL

WILLIAM A. MUNDELL
Chairman
JIM IRVIN
Commissioner
MARC SPITZER
Commissioner

IN THE MATTER OF THE APPLICATION OF OCMC, INC. TO OBTAIN A CERTIFICATE OF CONVENIENCE AND NECESSITY FROM ONE CALL COMMUNICATIONS, INC. DBA OPTICOM TO PROVIDE TELECOMMUNICATIONS SERVICES AS A PROVIDER OF RESOLD INTEREXCHANGE SERVICES AND ALTERNATIVE OPERATOR SERVICES WITHIN THE STATE OF ARIZONA	DOCKET NO. T-04103A-02-0274 T-02565A-02-0274 **MOTION FOR STAY OF PROCEEDINGS**

On April 9, 2002, the Applicants in the above-captioned docket filed an Application for a Certificate of Convenience and Necessity ("CC&N"). On September 20, 2002, Staff filed its Staff report concerning the CC&N Application. On September 23, 2002, the Federal Communications Commission ("FCC") issued a Notice of Apparent Liability for Forfeiture ("Notice") against One Call Communications d/b/a Opticom ("Opticom"). The Notice is attached as Exhibit 1. In the Notice, the FCC proposed a $5,120,000 penalty against Opticom for violations of the FCC's rules. The violations involve Opticom's failure to identify itself as the operator services provider at the beginning of operator assisted calls and the use of deceptive 1-800 numbers. The Notice asserts that there has been "substantial economic gain from its misconduct" and that "substantial consumer harm appears to have resulted from Opticom's pattern of misconduct". Staff was unaware of these matters, which were not disclosed in Opticom's Application.

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Arizona Corporation Commission
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Accordingly, Staff asks that this proceeding be stayed so that Staff can conduct further discovery with regard to issues related to the Notice.

RESPECTFULLY SUBMITTED this 24th day of September 2002.

Timothy J. Sabo
Attorney, Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
(602) 542-3402

The original and ten (10) copies of the foregoing were filed this 24th day of September 2002 with:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Copies of the foregoing were mailed this 24rd day of September 2002 to:

David Wm. West, Esq.
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One Call Communications, Inc. d/b/a Opticom
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Carmel, IN 46032

Ms. Laura Clore
Regulatory Manager
One Call Communications, Inc. d/b/a Opticom
801 Congressional Blvd.
Carmel, IN 46032

Viola R. Kizis, Assistant to
Timothy J. Sabo

Before the
Federal Communications Commission
Washington, D.C. 20554

In the matter of	)	
	)	
One Call Communications, Inc. d/b/a Opticom	)	
	)	File No. EB-02-TC-003
	)	NAL/Acct. No. 200232170005
	)	FRN: 0003772910
	)	
	)	
	)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: September 17, 2002 **Released: September 23, 2002**

By the Commission:

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture, we propose to assess a forfeiture in the amount of $5,120,000 against One Call Communications, Inc. d/b/a Opticom ("Opticom"),[1] for apparent widespread violations of the Communications Act of 1934, as amended (the "Act"), and the Commission's rules governing operator service providers ("OSPs").[2] These violations appear to be particularly egregious because they appear to have occurred as part of a deliberate plan to mislead consumers.

II. BACKGROUND

2. Opticom provides operator services that can be accessed through aggregator telephones across the United States.[3] These include hotel and motel room phones, as well as payphones located in airports, train stations, shopping malls, gas stations, and other locations where they serve the public or transient users. As an OSP, Commission rules require Opticom to identify itself audibly and distinctly at the beginning of each call, before the consumer incurs any charge; to permit the consumer to terminate the call at no charge before it is connected; to provide its rates to consumers upon request; and to provide

[1] Opticom is located at 801 Congressional Boulevard, Carmel, IN 46032.

[2] 47 U.S.C. §§ 226(b)(1)(A), (b)(1)(C)(i); 47 C.F.R. §§ 64.703(a)(1), (a)(3)(i), (a)(4). Our action in this Notice of Apparent Liability ("NAL") does not preclude further enforcement action. The staff is continuing to investigate Opticom's practices to determine whether they violate the Act and our rules in other respects.

[3] "Operator services" are defined by the Act and the Commission's rules as "any interstate telecommunications service initiated from an aggregator location that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of an interstate telephone call through a method other than: (1) automatic completion with billing to the telephone from which the call originated; or (2) completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer." 47 U.S.C. § 226(a)(7)(A)-(B); 47 C.F.R. §§ 64.708(i)(1)-(2), (l). An "aggregator" is "any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services." 47 U.S.C. § 226(a)(2); 47 C.F.R. § 64.708(b).

EXHIBIT
"1"

instructions to the consumer on how to obtain the total cost of the call, which must be available either by dialing no more than two digits or by remaining on the line.[4]

3. Over the last several months, the Commission has received complaints from consumers who were connected to Opticom and billed for charges substantially higher than expected. For instance, one consumer filed a complaint alleging that Opticom failed to identify itself before she accepted a collect call, for which she was billed $61.74 for 24 minutes.[5] The consumer assumed she would be billed by AT&T, her OSP of choice, and would not have accepted the call if she had known that she was being billed by Opticom.[6] Another consumer complained that Opticom failed to identify itself before a collect call she placed to her home, for which she was charged $31.94 for 4 minutes.[7] On the second collect call she made, she was asked by the operator which long distance carrier she preferred.[8] She requested AT&T, but was billed $45.67 by Opticom for a 16-minute call.[9] This pattern of complaints suggested that consumers' dialing errors (for instance, dialing 1-800-COOLECT instead of 1-800-COLLECT) were connecting them to Opticom, rather than the desired carrier, and that Opticom's failure to identify itself as required caused these errors to go unnoticed. The Enforcement Bureau initiated an investigation into Opticom's practices to determine whether Opticom was in compliance with the requirements for OSPs. As set forth in detail below, that investigation showed apparent widespread violation of the Commission's rules, which appears to be part of a deliberate scheme to take advantage of consumers' dialing errors.

III. DISCUSSION

A. Legal Requirements

4. Pursuant to Section 226(b)(1)(A) of the Act and Section 64.703(a)(1) of the rules, each provider of operator services must identify itself, audibly and distinctly, to the consumer at the beginning of each telephone call and before the consumer incurs any charge for the call.[10] This practice is known as "branding." The purpose of branding is to ensure that the consumer knows who is carrying the call, in time to request rate information, and to decide whether to use that carrier's services. The branding requirement is intended to reduce the opportunity for carriers to impose excessive charges on uninformed consumers. In collect calling arrangements handled by a provider of operator services, both the party on the originating end of the call and the party on the terminating end of the call are considered "consumers."[11] Therefore, to ensure that both parties are fully informed when making decisions regarding whether to initiate or accept a collect call, an OSP is required to brand on both ends of such calls.

5. Each provider of operator services must also disclose immediately to the consumer, upon request and at no charge, a quotation of its rates or charges for the call.[12] For collect calls, OSPs must

[4] 47 U.S.C. §§ 226(b)(1)(A), (b)(1)(C)(i); 47 C.F.R. §§ 64.703(a)(1), (a)(3)(i), (a)(4).

[5] Complaint No. IC-02-G31616, dated January 11, 2002, from Brenda Jackson.

[6] *Id.*

[7] Complaint No. IC-02-N70174, dated March 22, 2002, from Cheryle Creech.

[8] *Id.*

[9] *Id.*

[10] 47 U.S.C. § 226(b)(1)(A); 47 C.F.R. § 64.703(a)(1).

[11] 47 C.F.R. § 64.708(f).

[12] 47 C.F.R. § 64.703(a)(3)(i).

provide this rate information to both the called party and the calling party. [13] In addition, each provider of operator services must disclose audibly and distinctly to the consumer, at no charge and before connecting any call, instructions on how to obtain the total cost of the call or the maximum possible total cost of the call, before providing further oral advice to the consumer on how to proceed to make the call.[14] This oral disclosure must instruct consumers that they may obtain applicable rate quotations either, at the option of the provider of operator services, by dialing no more than two digits or by remaining on the line.[15]

B. The Investigation

6. As part of our investigation, Commission staff went to several aggregator locations and placed multiple calls, including collect calls, via Opticom from 43 different payphones. Commission staff was also on the receiving end of some of these collect calls to determine whether Opticom identified itself to the called party as well. The staff placed the calls from payphones in locations that are heavily used by consumers and travellers in the Washington, D.C. area, such as Reagan National Airport, Union Station, and L'Enfant Plaza Shopping Mall, as well as the Commission's own lobby. To determine whether Opticom was handling calls that were likely the result of misdialed access codes, the staff placed calls using 26 different toll free numbers that are similar to well known operator service access numbers, such as MCI's 1-800-COLLECT, AT&T's 1-800-CALLATT, and Verizon's 1-800-CALLGTE.[16] The numbers were called multiple times, at different locations and times, to determine whether there was a pattern of misconduct, and to preclude the possibility that any lack of compliance was an anomaly.

7. Our investigation revealed that Opticom failed to brand at the origination point of the telephone call on 25 of the 26 telephone numbers dialed, and failed to brand at the termination point on 13 of the 26 telephone numbers.[17] Our investigation also revealed that Opticom failed to provide rates or charges, or failed to provide instructions on how to obtain rates or charges, on all 26 telephone numbers.[18] Based on these facts, we find that Opticom is apparently liable for 38 separate violations of the branding requirement of Section 226(b)(1)(A) of the Act and Section 64.703(a)(1) of the Commission's rules; and for 26 separate violations of the rate disclosure requirements of Section 226(b)(1)(C)(i) of the Act and Section 64.703(a)(3)(i) and 64.703(a)(4) of the Commission's rules. We note that although we have only proposed forfeitures for the first of each type of violation associated with each access number for a total of 64 violations, the calls made during our investigation revealed numerous (54) additional violations that are not the subject of this NAL.

IV. FORFEITURE AMOUNT

8. Pursuant to the Commission's *Forfeiture Policy Statement,* the base amount for violations of the operator services requirements is $7,000.[19] The maximum potential forfeiture is $120,000 for each

[13] *See* 47 C.F.R. §§ 64.703(a)(3)(i), 64.708(f); *Amendment of Policies and Rules Concerning Operator Service Providers and Call Aggregators*, Report and Order and Further Notice of Proposed Rule Making, 11 FCC Rcd 4532, 4541 (1996).

[14] 47 C.F.R. § 64.703(a)(4).

[15] *Id.*

[16] *See* Appendix.

[17] *Id.*

[18] *Id.*

[19] *Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087, 17097 (1997) (*Forfeiture Policy Statement).*

violation.[20] Based on the criteria in Section 503(b)(2)(D) of the Act and the upward adjustment criteria in the *Forfeiture Policy Statement*,[21] however, we find that a substantial upward adjustment of the base forfeiture amount of $7,000 appears to be warranted because the violations here appear to be egregious and repeated, because Opticom appears to have realized substantial economic gain from its misconduct, and because substantial consumer harm appears to have resulted from Opticom's pattern of misconduct.

9. We believe that Opticom's practices are particularly egregious for several reasons. First, it appears that Opticom has willfully and deliberately devised a scheme repeated on numerous access numbers intended to mislead unwitting consumers into using their operator services while the consumer is attempting to dial another OSP. For example, if a consumer trying to dial 1-800-CALLATT misdials by one number, that customer will reach Opticom instead of AT&T. The consumer remains unaware that he or she has misdialed because Opticom fails to identify itself. We believe that in using such deceptive means to obtain the consumer's business, Opticom's practices are analogous to slamming and should be penalized accordingly.[22] The consumer is even further left in the dark by not being able to obtain rate information that is essential for consumers who wish to make informed choices in a competitive telecommunications market. This is particularly egregious in light of the fact that the rates Opticom charges are significantly higher than the industry average. We believe, therefore, that Opticom realizes a substantial economic gain from these practices. Moreover, it appears that these misdialed numbers, such as 1-800-COOLECT or 1-800-FONCALT, are not advertised as a means of reaching Opticom. Therefore, it appears that Opticom's only customers are those who make a mistake in attempting to dial another OSP's access code.

10. Furthermore, while both parties to a collect call are involved in making choices regarding whether to use an OSP's services, we believe that it is particularly troubling that the called party, the party that ultimately incurs the charges for the call, is not able to obtain the rates before accepting the call. Many consumers, reluctant to refuse a call from a relative or loved one for fear of an emergency, are therefore forced to enter unwittingly into an agreement to pay significantly higher rates than they would otherwise pay by accepting such a collect call, and Opticom reaps the benefits of such higher rates.

11. Accordingly, after applying the *Forfeiture Policy Statement* and statutory factors to the facts before us, we conclude that an $80,000 forfeiture is apparently warranted for each of the 64 violations of Sections 226(b)(1)(A) and (b)(1)(C)(i) of the Act and Sections 64.703(a)(1), 64.703(a)(3)(i), and 64.703(a)(4) of the rules, resulting in a total proposed forfeiture amount of $5,120,000.

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[20] Section 503(b)(2)(B) provides for forfeitures up to $100,000 for each violation or a maximum of $1,000,000 for each continuing violation by common carriers or an applicant for any common carrier license, permit, certificate or similar instrument. 47 U.S.C. § 503(b)(2)(B). The Debt Collection Improvement Act of 1996 (DCIA) requires, however, that civil monetary penalties assessed by the federal government be adjusted for inflation based on the formula outlined in the DCIA. *See* Pub L. No. 104-134, § 31001, 110 Stat. 1321 (1996). The current statutory maxima pursuant to Section 503(b)(2)(B) are $120,000 and $1,200,000 for individual violations and continuing violations, respectively. *See* 47 U.S.C. § 503(b)(2)(B); 47 C.F.R. § 1.80(b)(2), (5); *see also Amendment of Section 1.80(b) of the Commission's Rules and Adjustment of Forfeiture Maxima to Reflect Inflation*, Order, 15 FCC Rcd 18221 (2000).

[21] 47 U.S.C. § 503(b)(2)(D); 47 C.F.R. § 1.80(b)(4); *see also Forfeiture Policy Statement*, 12 FCC Rcd at 17100-01.

[22] Slamming is the unauthorized change of a subscriber's preferred carrier. Section 258 of the Act, as amended by the Telecommunications Act of 1996, states that "[n]o telecommunications carrier shall submit or execute a change in a subscriber's selection of a provider of telephone exchange service or telephone toll service except in accordance with such verification procedures as the Commission shall prescribe." 47 U.S.C. § 258. The Commission has used a base amount of $80,000 per violation for slamming involving forged letters of agency, a deceptive practice analogous to that at issue in this case. *See, e.g., Amer-I-Net Services Corporation*, Order of Forfeiture, 15 FCC Rcd 3118 (2000); *see also Brittan Communications International Corp.*, Order of Forfeiture, 15 FCC Rcd 4852 (2000).

V. ORDERING CLAUSES

12. Accordingly, IT IS ORDERED THAT, pursuant to Section 503(b) of the Act, 47 U.S.C. § 503(b), and Section 1.80 of the Commission's Rules, 47 C.F.R. § 1.80, One Call Communications, Inc. is hereby NOTIFIED of its APPARENT LIABILITY FOR A FORFEITURE in the amount of $5,120,000 for willful or repeated violations of Sections 226(b)(1)(A) and (b)(1)(C)(i) of the Act, 47 U.S.C. §§ 226(b)(1)(A), (b)(1)(C)(i), and Sections 64.703(a)(1), 64.703(a)(3)(i), and 64.703(a)(4) of the Commission's rules, 47 C.F.R. §§ 64.703(a)(1), 64.703(a)(3)(i), 64.703(a)(4). The amount specified was determined after consideration of the factors set forth in Section 503(b)(2)(D) of the Act, 47 U.S.C. § 503(b)(2)(D), and the guidelines enumerated in the *Forfeiture Policy Statement*.

13. IT IS FURTHER ORDERED, pursuant to Sections 1.80(f)(3) and 1.80(h) of the Commission's Rules, that One Call Communications, Inc., within thirty days of the date of release of this Notice of Apparent Liability, SHALL PAY the full amount of the proposed forfeiture[23] OR SHALL FILE a written response showing why the proposed forfeiture should be reduced or not imposed.[24]

14. IT IS FURTHER ORDERED that a copy of this Notice of Apparent Liability for Forfeiture SHALL BE SENT by certified mail, return receipt requested, to One Call Communications, Inc d/b/a Opticom at 801 Congressional Blvd., Carmel, IN 46032.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

[23] The forfeiture amount should be paid by check or money order drawn to the order of the Federal Communications Commission. Opticom should include the reference "NAL/Acct. No. 200232170005" on its check or money order. Such remittance must be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482. Requests for full payment under an installment plan should be sent to: Chief, Credit and Debt Management Center, 445 12th Street, S.W., Washington, D.C. 20554. *See* 47 C.F.R. § 1.1914.

[24] 47 C.F.R. §§ 1.80(f)(3), (h). Send or mail any written responses regarding the reasons why the forfeiture should be reduced or not imposed to Federal Communications Commission, Enforcement Bureau, Telecommunications Consumers Division, 445 12th Street, S.W., Washington, D.C., 20554, ATTN: NAL/Acct. No. 200232170005. Any written response should focus on the mitigating factors outlined in the *Forfeiture Policy Statement* and Section 503(b)(2)(D) of the Act.

APPENDIX

OPTICOM OSP VIOLATIONS - 2002

1 (800) CALLL – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)*
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) COLLETC
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) BELLOSUTH
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CAALL – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) BBELLSOUTH
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) YOU – SAVV
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CALL – ATL
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) COLLACT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) BELLS0OUTH
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CLLL – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) ONE-DIMM
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

* Denotes two violations on that particular date.

1 (800) CA66 – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) 3ALL – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CAALLGTE
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CAL0 – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X), 6/4
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) FAIRCLL
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/6

1 (800) CALL – AOT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/6

1 (800) CALL – AT0
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) COLLEET
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) FAIRRCALL
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CLAA – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) C1LL – ATT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) FONCALT
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) COILECT

Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/6

1 (800) FFAIRCALL

Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X), 6/4
Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Termination Point): 6/4, 6/6
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/4, 6/6

1 (800) CALA – ATT

Violation of 47 CFR § 64.703(a)(1) (Failure to Brand at Origination Point): 5/30 (2X)
Violation of 47 CFR §§ 64.703(a)(3)(i) and/or(a)(4)(Failure to Provide Rate Information at Termination Point): 6/6