

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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In the Matter of)	
)	
Ameritech Operating Companies)	Transmittal No. 1330
Revisions to Tariff FCC No. 2)	
)	
Nevada Bell Telephone Company)	Transmittal No. 30
Revisions to Tariff FCC No. 1)	
)	
Pacific Bell Telephone Company)	Transmittal No. 97
Revisions to Tariff FCC No. 1)	
)	
Southern New England Telephone Company)	Transmittal No. 784
Revisions to Tariff FCC No. 39)	
)	
Southwestern Bell Telephone Company)	Transmittal No. 2929
Revisions to Tariff FCC No. 73)	
)	

PETITION OF AT&T CORP.

Pursuant to Section 1.773 of the Commission's rules, 47 C.F.R. § 1.773, AT&T Corp. ("AT&T") petitions the Commission to reject or suspend and investigate the above-captioned tariff revisions filed by the various SBC operating companies on February 3, 2003, and scheduled to take effect on February 18, 2003.¹ SBC's instant

¹ A tariff is subject to rejection when it is *prima facie* unlawful, in that it demonstrably conflicts with the Communications Act or a Commission rule, regulation or order. *See, e.g., American Broadcasting Companies, Inc. v. AT&T*, 663 F.2d 133, 138 (D.C. Cir. 1980); *MCI v. AT&T*, 94 F.C.C.2d 332, 340-41 (1983). Suspension and investigation are appropriate where a tariff raises substantial issues of lawfulness. *See AT&T (Transmittal No. 148)*, Memorandum Opinion and Order, 56 RR2d 1503 (1984); *ITT (Transmittal No. 2191)*,

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filings propose to establish a \$200 per occurrence “Service Date Change Dispatch Charge” that would apply if a telephone technician is dispatched to the customer’s premises and the customer is not ready to accept service or the customer has failed to notify the telephone company before 3:00 p.m. on the business day prior to the scheduled service date that the service date needs to be changed. Given that the SBC technician typically arrives at the end-user customer’s premises *before* the scheduled service date, *without notice* to either the AT&T or the end-user customer, it is unreasonable for SBC to impose the proposed charge.

(1) **Lack of operational processes.** Today, neither AT&T nor the end-user customer knows what date the SBC technician will actually arrive at customer’s location. Although SBC tells AT&T and the end-user customer to be ready on the due date (*i.e.*, the service date), in practice, the SBC technician arrives unannounced several days in advance of this date. Quite naturally, under these circumstances, the customer either may not be ready or available at the time the SBC technician arrives.

SBC typically dispatches a technician a few days prior to the actual due date to complete the physical work required. AT&T supports SBC going out prior to the due date to maximize the probability of installing service on time. However, AT&T needs to communicate this date to the end-user customer so that it will actually be ready on that date. SBC has repeatedly stated that AT&T should not quote this earlier date (the

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73 F.C.C.2d 709, 716, n.5 (1979) (*citing AT&T (Wide Area Telecommunications Service)*, 46 F.C.C.2d 81, 86 (1974).

plant test date) to the end-user customer, because the SBC technician does not routinely arrive on that date.

From an operational perspective, SBC maintains that it dispatches twice to a customer premise, once on the plant test date and once again on the due date, if necessary, to provide service. In reality, SBC usually dispatches in advance of the due date – at a time and date that has not been specified. If the customer is not ready whenever the technician happens to arrive, then SBC will identify the order as “customer not ready” and impose the charge.² If the customer knew when to expect the SBC technician to arrive, only one dispatch to the premise would be required. Moreover, when SBC identifies a customer not ready situation upon the first site visit, there are no existing procedures to ensure that SBC quickly notifies AT&T so that AT&T can resolve the problem and still meet the end-user customer’s expected due date.

SBC states that its proposed \$200 “Service Date Change Dispatch Charge is intended to provide a method to ensure the Telephone Company recovers the cost of dispatching a technician to the customer’s premises in a ‘customer not ready’ situation when the customer has not informed the company as such.”³ Absent notice of a specific

² SWBT’s Tariff FCC No. 73, p. 5-29, 8th revised page 5.3.2(B)(3) (proposed) states: “A Service Date Change Dispatch Charge will apply per occurrence when a technician is dispatched to the customer’s premises and the customer is not ready for service.” *See also* Ameritech Tariff FCC No. 2, p. 92.1, 2nd revised page 5.2.2 (A) (proposed); Nevada Tariff FCC No. 1, p. 5-15, 3rd revised page 5.2.2 (A) (proposed); Pacific Tariff FCC No. 1, p. 5-16, 6th revised page 5.2.2 (A) (proposed); SNET Tariff FCC No. 39, p. 5-3, 8th revised page 5.4.1 (proposed).

³ SWBT Transmittal No. 2929, Description and Justification, p. 6. *See also* Ameritech Transmittal No. 1330, Description and Justification, p. 6; Nevada Transmittal No. 30, Description and Justification, p. 5; Pacific Transmittal No. 97,

date when the SBC technician will arrive at the customer premise, the customer has no basis for calling SBC to cancel the planned site visit, and it is thus patently unreasonable for SBC to impose the proposed \$200 charge if the customer is not ready or available to accept service.

(2) Lack of adequate billing controls. Today, there is no mechanism in place to validate/track “customer not ready” situations. Accordingly, the burden of proof falls on AT&T rather than SBC to track, audit and dispute the charges. To address this fact, SBC and AT&T began a trial on February 3, 2003 to better understand the operational processes in place around customer not ready situations, identify gaps in the existing process, and determine the reason why there is such a high number of these occurrences in the Pacific Bell study area. In 2002, joint studies conducted by SBC and AT&T in an attempt to validate customer not ready situations across SBC companies found orders where the due dates were missed, not because the customer was not ready, but due to SBC’s own operational issues. Although SBC took appropriate corrective action at the time, AT&T continues to have the burden of proof and must monitor customer not ready’s on an ongoing basis.

In sum, until SBC is prepared to provide adequate notice as to when its telephone technician can be expected to arrive at the customer premises and proper billing procedures are in place to avert the overstatement of customer not ready charges,

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Description and Justification, p. 6; SNET Transmittal No. 784, Description and Justification, p. 6

its proposed tariff change to impose a \$200 customer per occurrence Service Date Change Dispatch Charge should be disallowed.

CONCLUSION

For the reasons stated above, the Commission should reject or, in the alternative, suspend and investigate the above-referenced tariff filings for the full five months and impose an accounting order.

Respectfully submitted,

AT&T CORP.

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February 10, 2003

CERTIFICATE OF SERVICE

I, Judy Sello, do hereby certify that on this 10th day of February, 2003, a copy of the foregoing "Petition of AT&T Corp." was served by facsimile and U.S. first class mail, postage prepaid, on the parties named below.

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/s/ Judy Sello
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