

to BBG Communications. BBG Global's agents also use the @bbgcomm.com domain extension. BBG Global's claimed employees, such as Brian Rhys, Delma Andrabe, Clara Martinez, David Adler and Allen Adler, all claim to have worked in San Diego, California on their LinkedIn accounts. BBG Global states in its privacy policy its servers are located in California and Las Vegas, Nevada.

37. On the other hand, the local office of BBG Global in Switzerland is not staffed on a daily basis. The alleged "worldwide headquarters" of BBG Global consist of several offices in an office/apartment complex that only have a sign taped to the door identifying the office. The mailbox for BBG Global does not identify the company name BBG Global on the mailbox at all, but instead lists the name "BBG Global Management GmbH". There is no outside signage indicating where BBG Global is actually located within Bahnhof Park No. 4 in Baar, Switzerland.

38. At no point in Class members' use of the telephone bank in question, in any advertising, or in any billing for such calls, is there any mention of BBG Global. BBG Communications appears responsible for setting all amounts charged to customers who use the telephones in question, and is also responsible for creating all of the art work, disclosure, advertising or marketing statements, no matter where the payphone is located.

39. The point of dissemination of advertisements, policies, call flow designs, and call center scripts for payphones where BBG Communications is the operator service provider also appears to emanate from BBG Communications' headquarters in the U.S. rather than Switzerland or Leipzig, Germany.

40. Gregorio Galicot is a resident and citizen of the United States of America and is thus subject to jurisdiction and all laws of the United States of America. Gregorio Galicot is an

officer, director or employee of BBG Communications. Gregorio Galicot is also an officer, director or employee of BBG Global.

41. Rafael Galicot is a resident and citizen of the United States of America and is thus subject to jurisdiction and all laws of the United States of America. Rafael Galicot is an officer, director or employee of BBG Communications. Rafael Galicot is also an “authorized signatory” of BBG Global.

42. To the extent Gregorio and Rafael Galicot conduct any business for BBG Global, they do so primarily from the United States and not Switzerland. Gregorio and Rafael Galicot collectively own a 95% share of BBG Global through their family trusts. The current majority owners of both BBG Communications and BBG Global are the Rafael and Kayla Galicot Family Trust and the Galicot Nobel Family Trust, both with an address of 1658 Gales Blvd., Suite B, San Diego, California. Gregorio and Rafael Galicot and BBG Communications are thus “general managers” of BBG Global, such that jurisdiction is properly exercised over BBG Global by virtue of their presence and operations in the United States.

43. As further evidence of the lack of corporate formality undertaken by the Galicots, the trustee of the irrevocable trust that was recently transferred ownership of FairCall Communications, one of BBG’s affiliated companies, is David Abeles, who is the brother-in-law of Gregorio Galicot. As with the other ownership trusts, this irrevocable trust is for the benefit of the Galicots’ children. David Abeles has no experience in the telecommunications industry, yet is the person who effectively controls the ownership of this company.

44. BBG Communications claims to facilitate the contracts that BBG Global or BBG Holdings, Ltd. (the predecessor of BBG Global) allegedly entered into with third parties. BBG Communications also claims it provides accounting, bill payments, legal support, customer

support, bookkeeping, database management, collection, and administrative services to BBG Global, but does out of San Diego, California -- leaving open the question what, if anything, BBG Global does other than operate as a front organization designed to avoid being held responsible for such unconscionable practices. BBG Communications' privacy policy selects San Diego, California as the forum for resolving any complaints by any consumer arising anywhere in the world regarding any of the BBG entities' violations of BBG Communications' published privacy policy. In addition, Goran and Michel Alexiev, alleged consultants for BBG Global, travelled to San Diego in May 2003 to enter into an agreement with BBG Holdings, even though the agreement is purportedly between BBG Holdings and the Alexievs' company in the Czech Republic. That consulting agreement contains a choice-of-law provision that selects California law as the governing law, and expressly selects San Diego, California as the forum for bringing any disputes arising under the agreement. Even the joint venture agreement between BBG Global and BBG Communications contains a choice-of-law provision that selects California law as the governing law, and expressly selects San Diego, California as the forum for any disputes arising under the agreement (which is illusory, since the owners, officers and managing agents of both companies are the same persons and thus would not sue themselves). Thus, BBG Global has consented to, and thus reasonably could be expected to be subject to, being sued in the United States and governed by the same laws with respect to any customers to whom it allegedly provides services that reside in the United States.

V. CLASS ALLEGATIONS

45. Plaintiffs bring this class action pursuant to Rule 23 of the Federal Rules of Civil Procedure ("FRCP") and seek certification of the claims and certain issues in this action pursuant to the applicable provisions of Rule 23, on behalf of all military personnel in the United States

who, since at least during the past four years (and potentially earlier, depending on date determined in discovery), made a telephone call from the secure military area of the Leipzig Germany airport from the phone bank operated by BBG or its affiliates and agents (the "Class").

46. Defendants' practices and omissions of material fact were applied uniformly to all members of the Class, so that the questions of law and fact are common to all members of the Class. All members of the Class were and are similarly affected by having used and been overcharged for using the pay telephones in question. The misrepresentations and lack of any clear and conspicuous disclosure is the same, the amounts charged each Class member are uniformly calculated, the directions provided to BBG operators was the same and based on a uniform script, and the relief sought herein is similar for the benefit of Plaintiffs and members of the Class.

47. The Class is so numerous that joinder of all members would be impractical. Based on the tens if not hundreds of thousands of military personnel who have gone into and out of the Leipzig airport on their way to and from Iraq and Afghanistan over the last several years and had access only to this particular phone bank, the number of affected military personnel would likely be in tens if not hundreds of thousands, thereby making joinder impossible. Through its records, Defendants can identify all telephone calls made from the telephone bank in question and whose credit or debit cards were charged for calls from that phone bank, and thus should be able to identify the number of Class members.

48. The questions of law and fact common to the Class exist that predominate over questions affecting only individual members are set forth throughout this Complaint.

49. The claims asserted by Plaintiffs in this action are typical of the claims of the members of the Class, as all their claims arise from the same course of conduct by Defendants, and the relief sought is common.

50. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Plaintiffs have retained counsel competent and experienced in both consumer protection and class action litigation.

51. Certification of this class action is appropriate under FRCP 23(b) because the questions of law or fact common to the respective members of the Class predominate over questions of law or fact affecting only individual members. This predominance makes class litigation superior to any other method available for the fair and efficient adjudication of these claims.

52. Absent a class action, it would be highly unlikely that Plaintiffs or any other members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits might exceed expected recovery.

53. Certification is also appropriate because Defendants acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

54. Further, given the large number of consumers affected by this practice, even if a consumer would file an individual action, which would be unlikely, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications.

55. A class action is both a manageable, fair and appropriate method for the adjudication of this controversy in that it will permit a large number of claims to be resolved in a

single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense and burden on the courts that such individual actions would engender and the resolution of the question of the unconscionability of such charges and the impropriety of the disclosures or lack thereof would resolve all the claims asserted herein in one action.

56. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, outweigh any difficulties that might be argued with regard to the management of this class action.

VI. CAUSES OF ACTION

COUNT I – BREACH OF CONTRACT

57. Plaintiffs repeat each and every allegation contained in the paragraphs above and incorporate such allegations by reference herein.

58. Plaintiffs, and each member of the Class, formed a contract with Defendants at the time Plaintiffs and the other members of the Class used the pay telephones in question, implied in which is a covenant of good faith and fair dealing that includes Defendants would not impose unconscionable and undisclosed fees in connection with charging military personnel to contact their families where they had no reasonable alternatives. By the conduct set forth above, Defendants breached such obligations.

59. All conditions precedent to seeking liability under this claim for breach of contract, including attempts to resolve this issue informally prior to this action and written notice being provided to Defendants, have been performed by Plaintiffs.

60. As a result of Defendants' systematic breach of contract, Plaintiffs and the Class have been damaged in the amount of the charges imposed upon them or for not receiving the benefit of their bargain.

COUNT II – FRAUD

61. Plaintiffs repeat each and every allegation contained in the paragraphs above and incorporate such allegations by reference herein.

62. During the time period set forth above and at the pay telephones in question, Defendants uniformly misrepresented and/or failed to disclose material facts about the amount of fees charged to Plaintiffs and the Class members for use of Defendants' pay telephones even though they had an obligation and duty to do so.

63. The amount of fees charged to Plaintiffs and Class members for using Defendants' pay telephones was material to Plaintiffs and the Class members.

64. Defendants knew Plaintiffs and Class members were ignorant of the facts regarding the amount of fees charged for the use of Defendants' pay telephones, because as the phones were designed there was no notice of the fees charged on the phone itself, Class members were not advised how to find out what the fees would be, and even those who figured out how to do so received representations that the fees charged were materially less than what were actually imposed. Thus, Plaintiffs and Class members did not have an equal opportunity to discover the truth regarding the undisclosed fees for use of Defendants' pay telephones. Defendants were deliberately silent and failed to disclose the material facts of the fees for their pay telephones with the intent to induce the Plaintiffs and Class members to place telephone calls using Defendants' pay telephones and pay the prices uniformly and unilaterally imposed by Defendants.

65. Plaintiffs and the Class members acted in reliance on Defendants' misrepresentations, omissions and concealments of material facts regarding the amount of fees for using these pay telephones. Plaintiffs and Class Members suffered injury as a result of acting without knowledge of the undisclosed facts regarding the amount of fees for their pay telephones, entitling them to an award of both compensatory and exemplary damages based on the fraudulent, wilful, outrageous and oppressive conduct engaged in by Defendants.

COUNT III – ASSUMPSIT AND COMMON COUNT/UNJUST ENRICHMENT

66. Plaintiffs repeat each and every allegation contained in the paragraphs above and incorporate such allegations by reference herein.

67. Based upon the implied contracts created and recognized under principles of assumpsit as a result of the conduct alleged above, Defendants have improperly benefited by monies had and received from Plaintiffs and the Class members as a result of their unlawful acts by receiving excessive revenue derived from the practices alleged in detail above. Defendants appreciated and/or knew the benefits of the receipt of such excessive revenues and profits.

68. These excessive revenues and profits have been received by Defendants at the expense of Plaintiffs and members of the Class, under circumstances in which it would be unjust for Defendants to be permitted to retain and be unjustly enriched by such benefits.

69. Defendants did not provide Plaintiffs or other members of the Class what they bargained for. By virtue of a written demand made prior to the initiation of this action, Plaintiffs made a demand for the return of such monies, which has been ignored.

70. Plaintiffs and the Class members are therefore entitled to damages and equitable relief in such amounts as may be determined at trial.

COUNT IV – DECLARATORY RELIEF

71. Plaintiffs repeat each and every allegation contained in the paragraphs above and incorporate such allegations by reference herein.

72. There currently exists between the parties an actual and on-going controversy regarding the respective rights and liabilities of the parties relating to , *inter alia*, the need for Defendants to accurately disclose or correct disclosure of the fees in question as detailed above, the obligation of Defendants to refund some or all of the charges in question, and/or the need of Defendants to stop charging these amounts and restore some or all amounts that were not required to be paid by Class members based on these misrepresentations and omitted material facts, as alleged in detail above.

73. Plaintiffs, members of the Class and the general public may be without adequate remedy at law, rendering declaratory relief appropriate in that:

a. Damages may not adequately compensate the Class members for the injuries suffered, nor may other claims permit such relief;

b. The relief sought herein in terms of ceasing such practices, providing full and complete corrective disclosure and/or declaring there is no obligation of Class members to pay such monies may not be fully accomplished by awarding damages or benefits the general military public that is being exposed to such practices; and

c. If the conduct complained of is not enjoined, harm will result to Class members and the general public because Defendants' wrongful conduct is continuing, claims are unresolved, persons are entitled to the direct monies taken from them, and the obligation for many Class members or members to continue to pay such sums may still be allegedly outstanding.

74. Class members may suffer irreparable harm if a determination of the parties' rights and obligations is not ordered.

75. Accordingly, Plaintiffs request the Court issue an order granting the following declaratory relief:

a. That a judicial determination and declaration be made of the rights of Class members and the corresponding responsibilities of Defendants;

b. That Defendants be ordered to provide notice in clear and conspicuous language to military personnel of all fees they impose and the true nature of such charges, and to make such charges consistent with their representations or legal obligations so that they can make informed decisions and explore possible alternatives before incurring such fees; and/or

c. An order declaring Defendants are obligated to pay restitution to all members of the Class as appropriate and/or otherwise pay over all funds BBG wrongfully acquired either directly or indirectly as a result of imposing improper fees under false pretenses and by which Defendants were unjustly enriched, and imposing a constructive trust over such funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for relief, jointly and severally pursuant to each Count set forth in this Complaint, as follows, as appropriate for each particular Count:

1. For an order certifying that the action may be maintained as a class action and Plaintiffs' counsel be appointed as Class Counsel;

2. For an award of equitable relief as follows:

a. An order preliminarily and permanently enjoining Defendants from

continuing to engage, use, or employ any unfair and/or deceptive business acts or practices as set forth in detail above; and

b. An order awarding restitution for out-of-pocket expenses and economic harm and disgorging and restoring all monies that may have been acquired by Defendants as a result of such deceptive acts and/or practices;

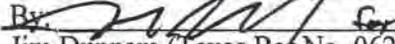
3. For an award of actual, consequential, statutory and/or exemplary damages;
4. For an award of attorneys' fees;
5. For pre- and post-judgment interest on any amounts awarded;
6. For an award of costs; and
7. For an Order providing such further relief as may be found just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

DATED: October 12th, 2011

DUNNAM & DUNNAM, L.L.P.

By: 

Jim Dunnam (Texas Bar No. 06258010)
4125 West Waco Drive
P.O. Box 8418
Waco, TX 76714-8418
Phone: (254) 753-6437
Fax: (254) 753-7434

EMERSON POYNTER LLP

John G. Emerson (Texas Bar No. 06602600)
jemerson@emersonpoynter.com
830 Apollo Lane
Houston, TX 77058-2610
Tel: (281) 488-8854
Fax: (281) 488-8867

Scott E. Poynter (To Apply *Pro Hac Vice*)
scott@emersonpoynter.com
Chris D. Jennings (To Apply *Pro Hac Vice*)
cjennings@emersonpoynter.com
William T. Crowder (To Apply *Pro Hac Vice*)
wcrowder@emersonpoynter.com
Corey D. McGaha (Texas Bar No. 24058992)
cmcgaha@emersonpoynter.com
500 President Clinton Ave., Ste. 305

Little Rock, AR 72201
Tel: (501) 907-2555
Fax: (501) 907-2556

THE CONSUMER LAW GROUP
Alan M. Mansfield (CA SBN 125998)
(To Apply *Pro Hac Vice*)
alan@clgca.com
9466 Black Mountain Rd., Suite 225
San Diego, CA 92126
Tel: (619) 308-5034
Fax: (888) 341-5048

WHATLEY DRAKE & KALLAS, LLC
Joe R. Whatley, Jr., Esq. (To Apply *Pro Hac Vice*)
Edith M. Kallas, Esq. (To Apply *Pro Hac Vice*)
Patrick J. Sheehan, Esq. (To Apply *Pro Hac Vice*)
psheehan@wdklaw.com
380 Madison Avenue, 23rd Floor
New York, NY 10017
Tel: (212) 447-7070
Fax: (212) 447-7077

John Mattes, Esq. (Fla. SBN 0468150)
(To Apply *Pro Hac Vice*)
investigativeguy@gmail.com
1666 Garnet Avenue, #815
San Diego, CA 92109
Tel: (858) 412-6081

Attorneys for Plaintiffs

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.04 Please produce true and correct copies of any other civil complaint or administrative complaint or citation filed against Applicant or any affiliate, parent, subsidiary or entity under common ownership or control in any state in which Applicant, or such parent, subsidiary or entity is certificated to act as a telecommunications carrier, operator service provider, prepaid calling card service provider, or pay telephone service provider. With respect to each such complaint or citation, please state the manner of disposition of the matter, providing a true and correct copy of any settlement agreement, consent decree, order of dismissal, judgment on the merits, or other disposition of any description whatever. If any such matter is pending, please so state.

RESPONSE:

1 800 Collect, Inc. (“18C”)

1. The State Corporation Commission of the State of Kansas
Docket No. 12-18CC-516-COC

18C, on January 6, 2012, filed with the Kansas Corporation Commission (“Commission”) an Application for Certificate of Authority. The Certificate of Authority was sought to allow 18C to engage in Operator Services and Interexchange Toll resale services in the state of Kansas the Commission denied the application in an Order dated June 18, 2012.

The action of the Commission was not predicated on any violations of Kansas law by 18C. Rather, the Commission relied on un-adjudicated complaints as to BBG Communications filed with non-governmental agencies. It also relied on civil litigation and as to operating procedures of commonly-controlled entities providing telecommunications services outside the boundaries of the United States.

In regard to state actions dealing with 18C’s qualifications to operate on an intrastate basis, 18C wishes to advise the CPUC that it holds such operating authority issued to it by 39 state public utilities commission’s where the entry of intrastate telephone service providers is regulated. Simple Billing Solutions is a trade name that

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gales Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

18C utilizes and its use has been approved by 19 state public utilities commission’s where the entry of intrastate telephone services is regulated.

Faircall Corporation (now 1 800 Collect, Inc.)

1. Federal Communications Commission
FCC File No. EB-08-TC-3860
Letter of Inquiry dated September 5, 2008

The Enforcement Bureau of the Federal Communications Commission investigated whether Faircall Corporation had filed the required compliance certificate, arising from the FCC's rules dealing with common carriers submitting annual certifications of their compliance with the Commission's customer proprietary network information rules, for calendar year 2007.

Pursuant to the *Omnibus Notice of Apparent Liability for Forfeiture*, DA 09-426, released February 24, 2009, the FCC levied a \$20,000.00 forfeiture against Faircall Corporation. The FCC and Faircall Corporation subsequently negotiated a Consent Decree pursuant to which the *Omnibus Notice of Apparent Liability for Forfeiture* was canceled as to Faircall Corporation, Faircall Corporation made no admissions as to violations of Commission rules, and Faircall Corporation voluntarily agreed to make a \$7,000.00 payment to the United States Treasury and take certain actions to promote its future compliance with CPNI requirements

Faircall Corporation (now 18C) has timely filed its CPNI reports since 2007.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gales Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

BBG Communications, Inc. (“BBG Communications”)

1. Federal Communications Commission
FCC File No. EB-08-TC-3025
Letter of Inquiry dated September 2, 2008

The Enforcement Bureau of the Federal Communications Commission investigated whether BBG Communications had filed the required compliance certificate, arising from the FCC's rules dealing with common carriers submitting annual certifications of their compliance with the Commission's customer proprietary network information rules, for calendar year 2007.

Pursuant to the *Omnibus Notice of Apparent Liability for Forfeiture*, DA 09-426, released February 24, 2009, the FCC levied a \$20,000.00 forfeiture against BBG Communications. The FCC and BBG Communications subsequently negotiated a Consent Decree pursuant to which the *Omnibus Notice of Apparent Liability for Forfeiture* was canceled as to BBG Communications, BBG Communications made no admissions as to violations of Commission rules, and BBG Communications voluntarily agreed to make an \$8,000.00 payment to the United States Treasury and take certain actions to promote its future compliance with CPNI requirements.

BBG Communications has timely filed its CPNI reports since 2007.

2. State of Iowa, Department of Commerce, Utilities Board
Docket No. FCU-08-16
December 8, 2008

BBG Communications entered into a Settlement Agreement with the Consumer Advocate Division of the Department of Justice of Iowa arising out of consumer complaints concerning billing for calls that the customer believed were toll free. As part of the Settlement Agreement, BBG Communications agreed to pay a civil monetary penalty of \$500.00.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gales Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

3. Federal Communications Commission
FCC File No. EB-10-TC-465
Letters of Inquiry dated September 23, 2010 and September 7, 2011

The Enforcement Bureau of the Federal Communications Commission commenced an investigation in September 2010 as to BBG Communications, Inc. (doing business as International Satellite Communications) engaging in the practice of imposing charges on telecommunications customers' telephone bills for unauthorized service, a practice known as "cramming." The investigation was extended to examine potential violations of Section 201(b) of the Communications Act (all charges and practices applicable to telecommunications consumers must be just and reasonable) and Section 64.703 of the Commission's Rules (the provision of information to customers by operator services providers).

BBG Communications has provided the information requested by the FCC.

BBG has not received any communication from the FCC concerning this matter since June 2013, almost two years ago. Based on the absence of any action or further inquiry from the FCC, BBG is of the opinion that the FCC has decided not to pursue its investigation.”

4. Oregon Public Utility Commission
May 26, 2011

A consumer disputed the charges for an intrastate call made from a pay telephone in Oregon. Oregon does not regulate charges for intrastate calls made using pay telephones. BBG provided the consumer with a one-time credit.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

5. California Public Utilities Commission
Data Request 1.0
June 11, 2010

The California Public Utilities Commission issued a data request to BBG Communications, Inc. for information related to International Satellite Communications, a trade name used by BBG Communications. The information sought related to BBG Communications, Inc., International Satellite Communications, the services provided by the entities, and their regulatory status in the state of California. BBG Communications answered the data request.

No further action has been taken by the CPUC.

6. California Public Utilities Commission

CPUC File Nos. 81315, 86499 and 104315

Dates: October 25, 2010, August 11, 2010 and August 9, 2010

These three informal complaints to the California Public Utilities Commission alleged that BBG Communications charged the consumer for collect telephone calls that the consumer claimed were not accepted by the consumer. The consumers were provided credits by BBG Communications.

No actions were taken by the CPUC.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gales Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

**ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015**

ENG 1.05 Please provide a true and correct copy of each and every complaint, including but not limited to complaints regarding rates, service quality, and failure to complete calls, submitted by any Illinois resident to Applicant or any affiliate, parent, subsidiary or entity under common ownership for resolution. For such complaints as are submitted either electronically or telephonically, please submit true and correct copies of screen captures.

RESPONSE: 1 800 respectfully requests the attached complaint information be kept confidential.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.06 Please state the daily business hours during which the Applicant’s customer service representative(s) answer complaints.

RESPONSE: 1 800’s customer service representatives answer complaints twenty four hours a day, seven days a week.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gales Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.07 Please state whether such complaints will be handled and resolved by Applicant’s affiliate, G-Tel.

RESPONSE: No.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.08 Please state the manner in which Applicant makes rate information available to potential users of its services. Please include true and correct copies of any printed notices posted on or adjacent to payphones, scripts of any message prompts, and notices of any other description containing Applicant’s rate information.

RESPONSE: Access to domestic calling rate information is communicated to the end user on the back of each card, all rates can be obtained by calling customer service. This can be seen in the sample attached.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650



INSTRUCTIONS

- a) From U.S. & Canada, dial:
1-800-364-2835
- b) Choose your language
- c) Please enter your PIN

DO NOT INSERT IN TELEPHONE

For calls to the U.S. & Canada, dial:
1 + Area Code + Number

For International Calls, dial:
011 + Country Code + Area Code + Number

For 24-hour Customer Service:
Dial the Access number, choose your language & press 3

For Rate Inquiries, fees, recharging and other support, please call 24-hour Customer Service by dialing the access number and then press 3. Rates may vary by destination. Charges or fees may apply for calls to or from International telephone numbers and cellular phones. A \$1.56 surcharge applies to each call from a Domestic Payphone. The value of the Prepaid phone card may be reduced to cover Sales or Value Added Tax. **The maximum rate per minute for local intrastate and interstate calls is \$0.40.** Rates, Fees and Terms are subject to change without notice. Cost of call rounded to the next full cent. Usage rounded to the next full minute. Calls must be made from a touchtone phone. Card expires after 180 days from first use or 1 year from last recharge, whichever is later. Recharge instructions are available at www.mytravelpin.com or Customer Service. Service provided by MyTravelPin.com. Except where prohibited by law, card cannot be exchanged, refunded or returned. Card has no surrender value. Not responsible for loss, theft, or unauthorized use of Card or PIN. If dispute arises, consumer has the right to contact the Public Utility Commission in the state where the card was purchased.

For Rate Inquiries, fees, recharging and other support, please call 24-hour Customer Service by dialing the access number and then press 3. Rates may vary by destination. Charges or fees may apply for calls to or from International telephone numbers and cellular phones. A \$1.56 surcharge applies to each call from a Domestic Payphone. The value of the Prepaid phone card may be reduced to cover Sales or Value Added Tax. **The maximum rate per minute for local intrastate and interstate calls is \$0.40.**

Rates, Fees and Terms are subject to change without notice. Cost of call rounded to the next full cent. Usage rounded to the next full minute. Calls must be made from a touchtone phone. Card expires after 180 days from first use or 1 year from last recharge, whichever is later. Recharge instructions are available at www.mytravelpin.com or Customer Service. Service provided by MyTravelPin.com. Except where prohibited by law, card cannot be exchanged, refunded or returned.

Card has no surrender value. Not responsible for loss, theft, or unauthorized use of Card or PIN. If dispute arises, consumer has the right to contact the Public Utility Commission in the state where the card was purchased.



Dialing Instructions

Placing a Call-From the U.S.

1. Dial the toll-free access number on the back of your card.
2. Select the language that you would like to hear our instructions in.
3. Listen to the instructions and enter appropriate information.
4. Select the calling type and enter the phone number of the person you are trying to reach.

Placing a Call-From outside the U.S.

1. Enter the access number for the country you are calling from (some access codes are listed on the front panel of this insert).

2. Follow the voice prompt for further instructions.
3. Enter your card number.
4. Select the calling type and enter the phone number of the person you are trying to reach.

5. For Customer Service dial: **1-800-364-2835** choose your language and press 3.
From outside the U.S. dial: **+1-903-212-0332**.

These access numbers are used to place a call from countries outside the United States.

ARGENTINA..... 0-800-666-1626	GREECE..... 00-800-161-2205-8059	NORWAY..... 800-18-124
AUSTRALIA..... 1-800-103-251	GRENADA..... 1-866-456-5180	PANAMA..... 001-800-13-1957
AUSTRIA..... 0-800-298-100	HONG KONG..... 800-903-382	PERU..... 0-800-52-482
BARBADOS..... 1-866-298-2244	HUNGARY..... 0680-16200	PHILIPPINES..... 1-800-116-0693
BELGIUM..... 0-800-75-427	ICELAND..... 800-8523	PORTUGAL..... 800-812-722
BRAZIL..... 0-800-891-1680	INDONESIA..... 001-803-011-3379	PUERTO RICO..... 1-800-364-2841
B. VIRGIN ISLANDS... 1-866-456-6826	IRELAND..... 1-800-550-103	SINGAPORE..... 800-101-2078
BULGARIA..... 359-249-17335	ISRAEL..... 1-809-257-431	SOUTH KOREA..... 00-308-13-1957
CANADA..... 1-800-364-2864	ITALY..... 800-839-099	SPAIN..... 900-987-053
CHILE..... 1-230-020-4384	ITALY PAYPHONE..... 800-071-797	ST.KITTS/NEVIS..... 1-866-456-5195
CHINA, North..... 10-800-713-0899	JAMAICA..... 1-800-396-7434	SWEDEN..... 020-79-7923
CHINA, South..... 10-800-130-1568	JAPAN..... 00-831-12-1703	SWITZERLAND..... 0-800-561-287
COLOMBIA..... 01-800-708-2048	LATVIA..... 37-677-83959	TRINIDAD & TOBAGO 1-800-203-8308
CROATIA..... 0-800-222-569	LUXEMBOURG..... 800-677-438	UK..... 0-800-417-5516
CYPRUS..... 800-653-82	MALAYSIA..... 1-800-9080388	UK PAYPHONE..... 0-800-169-8257
CZECH REPUBLIC..... 822-211-160	MALTA..... 800-62-371	URUGUAY..... 000-401-90409
DENMARK..... 808-640-79	MEXICO..... 01-800-130-4311	USA..... 1-800-364-2835
DOMINICAN REP..... 1-888-751-8540	MEXICO PAYPHONE.. 01-800-987-7259	VENEZUELA..... 0-800-162-7423
FRANCE..... 0-800-917-569	NETHERLANDS..... 0-800-022-2095	
FRANCE PAYPHONE... 0-805-305-013	NETH. PAYPHONE..... 0-800-022-7568	
GERMANY..... 0800-864-4496	NETH. ANTILLES..... 001-800-259-9122	
GERMANY PAYPHONE. 0-800-182-6479	NEW ZEALAND..... 0-800-450-248	

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.09 Please provide a true and correct copy of each and every complaint, including but not limited to complaints regarding rates, service quality, and failure to complete calls, submitted by any Illinois resident against Applicant or any affiliate, parent, subsidiary or entity under common ownership for resolution to any entity charged with our authorized to resolve consumer complaints (including, but not limited to the Federal Communications Commission, Attorney General of any state, Better Business Bureau or the Citizens Utility Board), and describe the manner in which the complaint was resolved.

RESPONSE: 1 800 has reviewed records corresponding to the last year, there have been no complaints of these types made by any Illinois resident.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gales Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.10 Please describe in detail Applicant’s policies and procedures for resolving consumer complaints. Please include captures of screen prompts used by customer service operators.

RESPONSE: Customer service receives calls from customers for a variety of reasons. The ones seen most often are requests for assistance with card activation, rate information, card status, card remaining balance. When a customer calls in with any type of inquiry, the customer service agent first ask for his pin number which allows 1 800 to identify the card and look it up in the customer support manager system. 1 800 will then address the issue with the customer and try to implement a solution immediately.

For card activation issues, if a card was bought from a retailer the customer must return to the point of purchase for activation. If the customer gained the card from a vending machine, additional details are required from the customer and a trouble ticket is created for further investigation.

For rate information, the customer service representative will ask for the location of origination and termination of the call as well as the destination telephone number. This allows 1 800 to look up the rate using all available information that may affect the rate (mobile or landline, rural areas, local or toll, etc.)

For card status or remaining balance issues, the customer service representative will verify usage details and if all looks correct the customers question is addressed immediately. If an error is found, a trouble ticket is opened for further investigation. When a trouble ticket is opened, 1 800 will verify the validity of the card as well as its history. This allows 1 800 to either correct the problem or to inform the customer of any issue with the card (all credit has been used, invalid pin not sold by 1 800, expired card, etc.).

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

ENG 1.11 Please identify and trade name, assumed business name or trade style under which Applicant or any affiliate, parent, subsidiary or entity under common ownership or control has done business.

RESPONSE: 1800 Collect Inc. d/b/a Simple Billing Solutions.

All Contacts Providing Information/Response for the above question:

Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

ILLINOIS COMMERCE COMMISSION
STAFF DATA REQUESTS ENG 1.01 THROUGH ENG 1.12 TO
1 800 Collect, Inc. d/b/a Simple Billing Solutions (“1 800”)
Docket No. 14-0415
February 13, 2015

- ENG 1.12 Please describe the relationship between Applicant and each of the following entities:
- (a) BBG Communications, Inc.
 - (b) BBG Global, AG

RESPONSE: BBG Communications, Inc. licensed the rights to the 1 800 Collect, Inc. trademark to Applicant. BBG Communications, Inc. sold its collect calling and prepaid card calling business to Applicant January, 2013.

All Contacts Providing Information/Response for the above question:

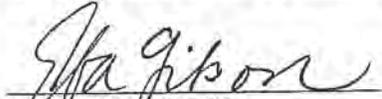
Brian Rhys, Treasurer
1658 Gailes Blvd., Ste. B, San Diego, CA 92154
E-Mail: support @faircall.com
Telephone Number: (619) 710-1650

STATE OF California }
COUNTY OF San Diego }

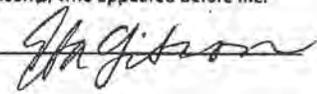
Brian Rhys, Treasurer of 1 800 Collect, Inc. d/b/a Simple Billing Solutions, being first duly sworn on oath, deposes and states that he/~~she~~ has read the responses to Staff Data Requests ENG 1.01 through ENG 1.12, and the answers made therein are true, correct and complete to the best of his/~~her~~ knowledge and belief.


Signature

SUBSCRIBED AND SWORN to before me this 12 day of February, 2015.


NOTARY PUBLIC

State of California, County of San Diego
Subscribed and sworn to (or affirmed) before me
on this 12 day of February, 20 15,
by Brian Rhys,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: 



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

1 800 Collect, Inc.)
d/b/a Simple Billing Solutions)
Application for a Certificate of Prepaid) Docket No. 14-0415
Calling Service Provider Authority)
throughout the State of Illinois.)
State of Illinois)
County of Cook) SS

VERIFICATION

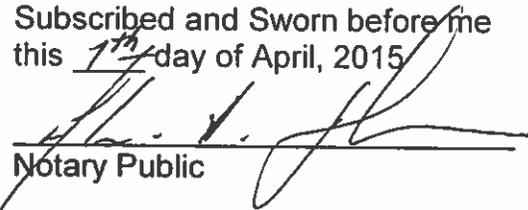
The undersigned, under oath, deposes and states that he is competent to testify and that, if called upon to testify in the above captioned proceeding, he would testify as follows:

1. My name is George Light. I am employed by the Illinois Commerce Commission as a Telecommunications Engineering Analyst in the Safety and Reliability Division of the Public Utilities Bureau.
2. I have read the Supplemental Verified Statement, and know the averments of fact made therein to be true and accurate.

Further affiant sayeth naught.


George Light

Subscribed and Sworn before me
this 1st day of April, 2015


Notary Public

