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August 5, 2014

Chairman Herbert Hilliard
Tennessee Regulatory Authority
502 Deaderick Street
Fourth Floor
Nashville, TN 37243

In Re: *Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration under the Telecommunications Act; Petition for Arbitration of BellSouth Mobility, LLC, BellSouth Personal Communications, LLC and Chattanooga MSA Limited Partnership, collectively dba Cingular Wireless; Petition for Arbitration of AT&T Wireless PCS, LLC dba AT&T Wireless; Petition for Arbitration of T-Mobile, USA, Inc., Petition for Arbitration of Sprint Spectrum LP d/b/a Sprint PCS*

Docket No. 03-00585

Dear Chairman Hilliard:

Enclosed for filing is the Reply Brief of the Tennessee Rural Coalition as directed by the Tennessee Regulatory Authority on July 22, 2014 and the parties agreed to timeframe.

Very truly yours,

H. LaDon Baltimore
Local Counsel for the Tennessee Rural Coalition

BEFORE THE TENNESSEE REGULATORY AUTHORITY

Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration under the Telecommunications Act; Petition for Arbitration of Bell South Mobility, LLC, Bell South Personal Communications, LLC and Chattanooga MSA Limited Partnership, collectively d/b/a Cingular Wireless; Petition for Arbitration of A T& T Wireless PCS, LLC d/b/a AT&T Wireless; Petition for Arbitration of T-Mobile, USA Inc., Petition for Arbitration of Sprint Spectrum LP d/b/a Sprint PCS	:	Docket No. 03-00585

REPLY BRIEF OF THE TENNESSEE RURAL COALITION IN SUPPORT OF RLEC LANGUAGE

Ardmore Telephone Company
Concord Telephone Exchange, Inc.
Crockett Telephone Company, Inc.
DeKalb Telephone Cooperative
Humphreys County Telephone Company
Loretto Telephone Company, Inc.
North Central Telephone Cooperative
Peoples Telephone Company
Tellico Telephone Company
Tennessee Telephone Company, Inc.
United Telephone Company
West Tennessee Telephone Company, Inc.
Yorkville Telephone Cooperative, Inc.

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THOMAS, NIESEN & THOMAS
212 Locust Street, Suite 600
Harrisburg, PA 17101

August 5, 2014

Pursuant to the action of the Tennessee Regulatory Authority ("TRA" or "Authority") on July 22, 2014, and the Parties agreed to timeframe for submitting Reply Briefs, the Tennessee Rural Coalition ("Coalition" or "RLECs"), whose members are listed on the cover sheet, files this Reply Brief.

INTRODUCTION

The Authority set a rate the RLECs are owed for the Historical Period (traffic exchanged between October 1, 2004 and June 30, 2012). The Award was straightforward, plain and simple; there were no "ifs", "ands" or "buts". Now, AT&T attempts to ignore the Authority's ruling by a Kafkaesque argument that the RLECs should have billed a rate during the proceeding when a permanent rate was not yet established. In short, AT&T is in effect saying, "The TRA ruled we owe all of you, but we refuse to pay some of you."

ARGUMENT

The RLECs have an absolute right to payment for the Historic Period.

The RLECs set forth their support of their language for 5.1.3 in their Main Brief filed July 29, 2014.[1] As noted in the RLECs Main Brief, the very purpose of the arbitration brought by the CMRS carriers, of which only AT&T Mobility remains, was to set terms and conditions of the interconnection agreement ("ICA") including a permanent reciprocal compensation rate – which as AT&T Mobility noted in its September 10, 2004 Brief at page 2 is "to be paid for all Telecommunications Traffic."

[1] As the RLEC's noted in their Main Brief filed July 29, 2014 in footnote 3 – "The RLECs would point out that they have endeavored to isolate all disputed language to section 5.1.3. However, given the enormous significance to the RLECs of compensation for the Historic Period, the RLECs want it clear that payment for the Historic Period is an absolute right under the Awards and language relating to billing or effective date or other language in the ICA is not the basis to otherwise deprive the RLECs of their long overdue payment."

The CMRS carrier's obligation to pay the reciprocal compensation rate was clearly recognized in the June 3, 2004 testimony of the various Joint CMRS witnesses[2] as follows:

> On July 31, 2003 Cingular entered into a 'Meet Point Billing agreement with Bellsouth....Implicit in this agreement was the understanding that Cingular would compensate the Coalition members directly for the termination of Cingular intraMTA traffic (based on appropriate transport and termination rates...).' Testimony of William Brown at page 5.
>
> Q. Are CMRS Providers responsible for paying compensation to an ICO that terminates a call originated by that CMRS Provider's customers?
>
> A. Yes. CMRS Providers are responsible for paying the terminating LEC the appropriate reciprocal compensation charges for intraMTA Traffic. Sprint (each CMRS carrier) is willing to compensate the ICOs an appropriate reciprocal compensation rate for this intraMTA Traffic." Testimony of Billy H. Pruitt at page 17.

In fact the relief requested by AT&T Mobility in its October 5, 2004 Reply Brief was a ruling from the TRA that "The originating carrier bears the responsibility to compensate the terminating carrier under the FCC's reciprocal compensation rules." (At Page 20) The TRA in its 2006 Award at page 24 so concluded: "The Company that originates the call is responsible for paying the party terminating the call."

That AT&T Mobility is obligated to pay reciprocal compensation to the terminating RLECs should be beyond challenge. So, while AT&T Mobility argues that its language accurately and adequately reflects the TRA's Awards; AT&T Mobility does not acknowledge the RLEC's right to payment - a fact the RLECs believe was tantamount in the TRA Awards. AT&T Mobility's shell game, by which no shell provides for the right to payment as a result of one excuse or another: e.g. billing was not made within two years; the RLECs did not sign the AT&T Mobility prescribed formal interim arrangement; the RLECs did not bill at some AT&T Mobility deemed appropriate point in the Historic Period or the RLECs did not bill at the interim rate, etc.

[2] The various CMRS carriers divided up areas of testimony among various CMRS witnesses, but the testimony was offered on behalf of ALL CMRS carriers.

Not one of these excuses or any other excuse justifies nonpayment of the reciprocal compensation rates and true up – promised and contemplated throughout this proceeding and paid by the other CMRS carriers. The law and the facts, as detailed in the RLEC's Main Brief, fully justify and in fact mandate payment in full of the monies due for terminating AT&T Mobility's traffic for an eight year period and heretofore billed by the RLECs.

AT&T Mobility's position ignores the very obvious problem of including their vague and already disputed interpretation of the language at issue in an attempt to have the TRA pave the way for further disputes over the Coalition's right to payment for the Historic Period.[3] There should be absolutely no means to dispute either the relief granted the RLEC Coalition in the TRA's Final Award or the federal law requirement for AT&T Mobility's obligation to pay reciprocal compensation for the Historic Period. Yet, AT&T Mobility would have the TRA approve AT&T Mobility's language merely so AT&T Mobility can continue the now 10 plus year old litigation and continued free use of the RLEC services for the Historic Period by refusing to make the right to payment of reciprocal compensation absolute. It is ironic that AT&T Mobility concludes its brief on page 16 by indicating that enforcing the TRA's 2014 Award is a "multi-million dollar gift" to the RLECs when in fact their own witnesses and pleadings recognized the obligation to pay the terminating carrier and thus nonpayment to the RLEC's is a multi-million dollar windfall to AT&T Mobility for services provided by the RLECs[4].

[3] AT&T Mobility's argument that somehow the conditions for payment of the true up were not previously raised and somehow waived is a red herring. Payment of reciprocal for the Historic Period has been at the heart of the proceeding. Every other CMRS carrier, which received comparable interim billings (See Interim Accounting statements of the various CMRS carriers filed on or about April 12, 2007 at Docket No 06-00228) resolved the payment for the Historic Period and entered into ICAs in 2012-2013 which were filed with the TRA.

[4] As noted on page 16 of the RLEC's Main Brief, this protracted litigation and forced/confiscated free service by AT&T is not in the interest of the residents of Tennessee.

AT&T Mobility contends in its Main Brief on page 2 that the 2006 Award resolved all of the issues which had been submitted to the TRA and everything needed to finalize an ICA was resolved[5]. As anyone involved with this proceeding recognizes, that is clearly not the case. First the Coalition filed a Petition for Suspension and modification which was granted by the TRA on June 30, 2008 and the reciprocal compensation rates were not finally set until the 2014 Award. Second, there was no single ICA submitted to the TRA upon which the 2006 Award was based but rather as admitted by Cingular in its Arbitration Petition at Docket 03-00586, submitted on November 6, 2003: "The Parties have not agreed to a 'baseline' negotiation document but instead have addressed substantive disputes through an issues list. Although several attempts have been made by both parties to consolidate language into one document, neither side has agreed to a common document." (Page 5). In response, the RLECs on December 1, 2003 clearly stated that "... arbitration of the 18 issues presented by the Petition will not resolve an interconnection agreement between and among the parties because as any comparison between the ICO's drafts and the CMRS Provider's draft will demonstrate, there are many additional incompatible provisions between the approaches of the two documents..."

Thus for AT&T Mobility to state that with the issuance of the 2006 Award "the RLECs had everything they needed to finalize their ICAs with AT&T Mobility" (Brief at page 2) is wholly inaccurate.

AT&T Mobility goes on in its brief to contend that that the RLECs should have entered into interim ICAs and that "Some of the RLECs entered into such contracts with AT&T Mobility" (*Id* at page 2) is again inaccurate. No RLEC entered into an interim ICA, assuming such a thing can in fact exist, but rather there was an abbreviated document captioned "Interim

[5] As the March 27, 2013 Hearing Officer's Report states: "the Parties agreed that at the time the TRA adopted an interim rate for reciprocal compensation, subject to true-up, it also ordered, but has not yet convened, additional proceedings to establish a permanent rate. (pages 8-9).

Arrangement"[6] which was entered into by a limited number of companies. It was and is the RLECs position that no written arrangement was required nor did the TRA mandate such in its 2006 Award. Moreover the RLEC billings were pursuant to the TRA order, which also provided for retroactive true up.[7] As TDS advised AT&T Mobility relative to AT&T Mobility's preconditions to payment on June 1, 2006:

> TDS Telecom has been informed that Cingular will not pay these invoices until an agreement has been reached. This position appears in direct contradiction with the concept of interim rates. If in fact it is Cingular's position to continue to withhold payment, please provide the legal basis for disregarding invoices rendered at TRA ordered interim rates. Otherwise, please advise when TDS Telecom can expect to receive payment of the amounts shown above.

TDS did enter into the "Interim Arrangement" since it was the only way Cingular/AT&T Mobility would pay. However, to allow AT&T Mobility to be allowed to bully the RLECS and require an unnecessary agreement and then use an RLEC's unwillingness to submit to the bullying as a basis to avoid payment, cannot be sanctioned. It is important to recognize that had ICAs been entered into on the basis of the very low "interim rate" there could have been Section 252(i) of the 1996 Act ramifications to defend. In fact, AT&T Mobility's own witness William Brown in his letter dated June 6, 2007, in response to the June 1, 2006 TDS letter referred to above, addressed the "interim arrangement" and stated "such an arrangement would **not** take the place of an interconnection agreement (the terms of which would be subject to the order of the TRA and any subsequent appeal). Instead, the interconnection agreement would simply establish applicable rate and traffic rations for interim payments." (Emphasis added) Thus, contrary to AT&T Mobility's now argued position; an ICA was not contemplated even by AT&T Mobility

[6] There is no such thing as a "Non-Conforming" RLEC. There are merely RLECS that did not give in to AT&T Mobility's unilateral 'conditions' and had no obligation to do so.

[7] The RLECs never admitted as indicated on page 14 of the AT&T Mobility Main Brief that they were "obliged to enter into" ICAs following the 2006 Award. Rather the RLECS indicated that following the 2014 Award where the permanent reciprocal compensation rate had been set that the RLECs expected the Parties would file an ICA with the Authority

at that time. So while the four TDS companies did enter into an "Interim Agreement", others such as Dekalb, Crockett, Peoples, West Tennessee, North Central, and Yorkville did bill Cingular/AT&T Mobility and other CMRS carriers throughout the Historic Period, but at a rate different from the interim rate.[8] Other RLECs sent bills subsequent to 2006. Cingular did not, and has not to this date, paid the RLECs, other than TDS, a single penny. It is also important to note that as Cingular stated on page 1 of its "Interim Accounting at Docket No 06-00228, "(Cingular) establishes an accrual at the time such an invoice for usage is received. Generally, the accruals will be for the billed amount of usage charges – not as an admission that such charges are correct, but for accounting purposes." [9] Clearly Cingular recognized by this action its obligation to true up. Cingular accrued at the full billed rate but now, in spite of recognizing an obligation to pay, contends that no payment is required. The most obvious statement by AT&T Mobility that billing was not required to entitle one to true up is the statement at page 4 of the Interim Accounting (ID) which states: "Cingular reserves its **right to invoice each of the above carriers for traffic exchanged and payments due during the pendency of the proceeding to establish permanent,... rates for each carrier**..." (Emphasis added) Cingular, now AT&T Mobility , however seeks to deny that very same right to the RLECs it said existed for itself. In fact AT&T Mobility is so brazen as to now state that the RLECs "were required to bill in order to qualify for the true-up the 2006 Award contemplated..." Brief (at page 3) and "waived their

[8] AT&T Mobility 's statement on page 8 that the "Non-Conforming RLECs...chose not to...bill AT&T Mobility for the traffic the Parties exchanged during the Historic Period" is not correct. Bills were sent by most companies during the Historic Period and all RLECs have sent bills to AT&T Mobility for the Historic Period at the TRA approved rates promptly after the 2014 Award was issued.

[9] AT&T Mobility never sought any relief from maintaining such an accrual.

right to the true-up" (Id). A requirement they specifically, by their own filing, acknowledged was neither required nor waived.[10]

AT&T Mobility also fails to recognize that the TRA has already rejected this argument. As the March 27, 2013 Hearing Officer's Report and Recommendation stated (page 6):

> In addition, the CMRS Providers asserted that, even if the TRA determined that it should proceed to set rates for the period prior to July 1, 2012, bill-and-keep is the appropriate method of compensation and should be imposed. In the absence of specific ICAs between the Parties, and asserting that the RLECs have failed to bill traffic at the interim rate set by the TRA, the CMRS Providers contended that bill-and-keep was already in effect between it and the RLECs. Therefore the CMRS Providers asserted that no further action is required by the TRA, and asked that the docket be closed.
>
> In its comments, the RLECs noted that it had continued in its attempt to negotiate ICAs with the CMRS Providers, as encouraged by the Authority, but has achieved only limited success in resolving this matter. Asserting that the interim rate established by the Authority was too low to entice some CMRS Providers to negotiate a settled rate, the Coalition urged the Authority to set a permanent rate for the historical period using, as a benchmark, the market-based rates that have come from successful carrier negotiations. (Footnotes omitted)[11]

The Hearing Officer went on to indicate on page 7 that AT&T Mobility had noted that "if the RLECs wish to litigate whether it is entitled to true-up interim compensation accrued during the historical time period to something other than bill-and-keep, it should initiate the appropriate complaint docket."

No complaint docket was required and the position of AT&T Mobility was rejected. The Parties, as directed, submitted briefs which resulted in the 2014 Award establishing permanent reciprocal compensation rates for the Historic Period.

---

[10] AT&T Mobility in its brief argues on page 15 that interim rates must have been billed and paid in order for there to be true up. Clearly this is not what AT&T Mobility stated in its interim accounting when having not billed at all, it indicated it had reserved the right to invoice for the traffic exchanged at the permanent rate.

[11] The RLECs had also noted in their comments (page 2) that the Suspension Order, being inconsistent with the 2006 Award further impacted the negotiations.

Neither the argument nor the cases cited by AT&T in its Brief apply to the case *sub judice* because payment for the Historical Period is not a new issue. It is an issue that is, and has been, the heart of this case for ten (10) years. It is incomprehensible that AT&T is now trying to negate the TRA's decision by interjecting the spurious argument that the RLECs should have been invoicing during litigation where the amount to invoice was the issue.

Payment to the RLECs during the Historic Period as ordered by the Authority is not a new issue raised by the RLECs as claimed by AT&T. If anything, AT&T is introducing the new issue, **not** the RLECs. AT&T both introduces the issue and bestows a title on it- "Conforming and Non-Conforming RLECs". Assuming *arguendo*, that AT&T is correct in that a new issue cannot be introduced at this time; it is AT&T's own new issue which cannot be considered. Thus, all RLECs are entitled to immediate payment.

Section 5.3.1 limiting billing of traffic to two years is prospective and does NOT impact payment due for the Historic Period during the litigation.

AT&T Mobility's second argument in support of rejecting the RLEC's language is the language in section 5.3.1 which limits billing of traffic that is more than two years old. AT&T Mobility contends that the Section 5.3.1 language in the ICA somehow prohibits the RLECs right to true up. First we must note that most of the RLECs did bill AT&T Mobility as admitted in Cingular/AT&T Mobility's Interim Accounting. Second, all of the RLECs, in early March, following the TRA's action on the 2014 Award setting the permanent reciprocal compensation rates, billed AT&T Mobility for the Historic Period in accordance with the Award. AT&T Mobility has disputed these invoices stating: "AT&T is not obligated to pay any charges until the parties have a final and approved interconnection agreement." (See attached Exhibit 1).[12] AT&T

[12] The nonpayment of the billings, totaling approximately $3 million is, has been and continues to be a forced, confiscated use of the RLEC's monies and property.

Mobility has gone back to its old argument that it will not accept a bill until there is a final approved ICA. The circuitous argument is nothing more than AT&T Mobility's long standing foot dragging in an obvious attempt to delay and avoid the final day of reckoning and Awards payment.[13]

Section 5.3.1 was and is language intended to address prospective billings. While it is admittedly language contained in the ICAs the RLECs negotiated and entered into with the other CMRS carriers and filed with the TRA, we would hasten to point out that those ICAs also recognized that historic payment for the Historic Period had been resolved by stating in Sprint's template in Section 8.3:[14] "8.3 The Parties have worked cooperatively to ensure there are no outstanding balances for the period prior to the Effective Date."

So while the 5.3.1 language admittedly has been in the draft ICA for a period of time[15] – it was with the understanding that it applied prospectively and the Historic Period billings and payment would be resolved. Clearly the RLECs and AT&T Mobility could not put Section 8.3 from the Sprint form ICA into the AT&T ICA since the Parties are continuing to battle over the reciprocal compensation rate and payment for the Historic Period; prior to the Effective Date. As noted in the RLEC Brief filed July 29, 2014, the RLECs endeavored to isolate disputed language to section 5.1.3[16] – but it was and is the primary focus and intent of the RLECs to be paid, without conditions for the Historic Period. Billing and payment for the Historic Period was always before the Authority and is not an exception as characterized by AT&T Mobility. How

[13] As the Rural Coalition explained in its Final Brief over one year ago: "The TRA should not allow the stalling tactics of AT&T Mobility to legitimize the unilateral seizure of free service and, thus, deny the very compensation that the FCC and the TRA have recognized the RLECs are entitled. AT&T Mobility has refused to agree to any reasonable result, and systematically delayed resolution.

[14] In the Verizon form ICA entered into by the various RLECs, and filed with the TRA it was Section 8.2 of the ICA.

[15] In the Verizon form ICA entered into by the various RLECs, rather than 5.3.1 it was section 5.3.2.

[16] We would point out that while AT&T Mobility's language for 5.1.2 differs from what was identified in the RLEC's main Brief, AT&T Mobility has agreed to the RLEC's 5.1.2 language and inadvertently used language for 5.1.2 that preceded the Authority's July 22, 2014 action.

AT&T Mobility could drag out this proceeding, when every other CMRS carrier resolved the Historic Period and filed an ICA, and now contend that the delay in the proceeding has somehow strictly by passage of time mooted the RLECs right to be paid reciprocal compensation for the Historic Period, the very essence of the litigation, is incredulous.[17]

The RLECs clearly have preserved the right to payment for the Historic Period.

Finally AT&T Mobility's contention that the clarifying language was not presented in the arbitration and therefore cannot be raised now is spurious at best.[18] As heretofore noted – there was no specific language agreed to and posited before the TRA until this very moment. One cannot in good faith claim that payment of reciprocal compensation for the Historic Period and retroactive payment and true up were not presented in the arbitration and not before the TRA.[19] The TRA 2014 Award defined its remaining issue to be resolved as "a determination of a permanent reciprocal compensation rate and true up from the interim rate." 2014 Award at page 9. Specifically the 2014 Award stated that the Panel needed to resolve the following issue: "Establish a permanent reciprocal compensation rate...to be applied to traffic exchanged between the Parties during the period prior to July 1, 2102 (Historical Period of October 2004 through June 2012." Id at 10.

Payment of the reciprocal compensation permanent rate for the Historical Period and true up was promised and contemplated from the beginning. There are no conditions as AT&T

[17] It is also incongruous that an ICA which is not yet effective can somehow negate the bills that were sent to AT&T Mobility by EVERY RLEC at the rates prescribed by the TRA in April 2014.

[18] If anything it is AT&T Mobility's position that payment for the Historic Period is conditional, that was not presented to the TRA in the arbitration.

[19] In their August 1, 2012 Comments the RLECs in answering the TRA's first question as to the issue that must be resolved stated at page 6-7) "Unless wireline and CMRS carriers can mutually resolve past compensation, then past pricing and true up will continue to be at the forefront of the issues to be resolved." As previously indicated, all CMRS carrier, other than AT&T Mobility were able to mutually resolve the past compensation for the Historic Period and enter into ICAs with reciprocal compensation rates, which are generally higher than those reflected in the 2014 Award. AT&T's contention that past compensation was not presented makes this matter a mockery.

Mobility would like to argue. As detailed in the RLECs Main Brief, the TRA has ordered and the law requires that AT&T Mobility (and the RLECs) **SHALL** reciprocally pay the permanent reciprocal compensation rate ordered by the TRA for the traffic in the Historic Period. The RLEC language is intended to enforce the TRA Award and make it absolutely clear that the RLEC's are entitled to be paid the reciprocal compensation rate for the Telecommunications Traffic during the Historic Period. AT&T Mobility on the other hand wants to assure that the almost ten year free ride continues and that the RLECs are deprived of payment that the statute and regulations, the TRA, AT&T Mobility 's own witnesses and every other CMRS carrier has recognized are due. As the RLEC's have noted before - The game that AT&T Mobility seeks to continue has always been obvious -- the non-payment for the eight years (2004-2012) of delivery of its customers' voice traffic to the thirteen Coalition RLECs (almost one half billion minutes). AT&T Mobility seems intent upon conjuring up one excuse after another as to why it should not make the promised payment. This is an affront to the TRA and the opposing parties.

Had AT&T Mobility believed from the beginning that all of their conditions were required they would not have reserved their right to bill after a permanent rate was set. It is only now that they want to deprive the RLECs that they are presenting a new issue and preconditions. Had they believed that these parties were precluded from participating in the outcome of the Award – they in essence were sending the TRA and all of the RLECs on a useless goose chase. Again, we note that no other CMRS carrier viewed the matter this way and in fact each of them resolved the Historic Period and entered into ICAs which in many instances reflected reciprocal compensation rates that exceeded those in the AT&T Mobility ICA.

AT&T Mobility can be expected to continue its refusal to pay both by imposing these frivolous conditions and by refusing to pay the RLECs until the appellate process is finalized.[20] The TRA must strongly resist AT&T Mobility's games and enforce its Final Award, by adopting the RLEC language and making it absolutely clear in its order that the relief which was earned so long ago by the RLECs is in fact realized and that the reciprocal compensation due the RLECs is paid by AT&T Mobility - just like it has been paid by every other CMRS carrier previously involved in this matter.

CONCLUSION

The TRA should reject AT&T Mobility's language, approve the RLEC's language and make it categorically clear that it is the TRA's position that AT&T Mobility owes the Permanent Reciprocal compensation rates to **all** of the members of the RLEC coalition for **all** of the minutes terminated to the RLECs during the Historical Period of 10/2004 -6/30/2012; that the bills rendered following the 2014 Award, which AT&T has not disputed except to note that there is no approved ICA, should be paid within 7 days; that interest accrues from September 9, 2013 when the TRA acted upon the rates; and that AT&T Mobility has waived the right to contest the payment for the Historic Period by any further means. Said right to payment must be unconditional.

AT&T Mobility cannot continue to ignore the Authority's directives without having been deemed to have waived its right to further contest the issue – in this case the payment of the Permanent Reciprocal Compensation and True up for all Coalition Members for the Historic

[20] AT&T Mobility must abide by the arbitrated terms of the final TRA-approved interconnection agreement pending appeal, unless stayed by the TRA or the Court. Thus the obligation to pay is absolute and enforceable absent an agency or court ordered stay.

Period. Further delay and obfuscation of their obligation to pay is an unconscionable abuse of process and must be deemed to be bad faith.

The delays enjoyed by AT&T Mobility's tactics continue to delay the compensation promised to the RLECs of Tennessee and to their respective customers and that every other wireless carrier has paid with the exception of AT&T Mobility.

WHEREFORE, the Tennessee Rural Coalition respectfully requests the Tennessee Regulatory Authority:

1. Rule that each and every one of the RLECs is unequivocally and unconditionally due the compensation set in the Final Award for the Historic Period from AT&T Mobility;

2. Approve the ICA language submitted by the RLECS in their brief submitted July 29, 2014; and

3. Direct AT&T Mobility to pay the amounts billed by the RLECs following the 2014 Award in no more than seven (7) days with applicable interest.

Respectfully submitted,

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EXHIBIT 1

March 25, 2014

Tellico Telephone
Tellico Telephone

jvellozzi@accessbills.com

Subject: CCATM028079 - INVALID ADJUSTMENT CHARGES - Adjustments were not properly posted to this account

Please find attached the detail of the above referenced claim in the amount of 46,413.62 USD. Adjustments were not properly posted to this account

I have attached the following supporting document(s):

CCATM028079 _Details.xls - Detail support for claim
CCATM028079 Claim Form.xls - Claim Form

Please distribute the credit amount of 46,413.62 USD on the Billing Account Numbers contained in the attached detail.

Please reply to me regarding this claim via email at ag564y@att.com. Please copy CCATM@teocosolutions.com on your reply.

If you have any questions, you may also contact me at the phone number provided.

Thank you for your prompt attention to this matter.

Sincerely,
Ashish Gupta
AT&T
631-264-6394 x 20143
ag564y@att.com

On behalf of ATT Mobility

Vendor	BAN	Invoice	Date Billed	Bill Amount	Dispute Amount	Short Pay Amount	Circuit	Notes	Currency	State	Audit Name	Dispute Reason
Tellico Telephone	05780A DMD3	02400A DM-D14075	3/16/2014	46413.62	46413.62	46413.62	NA	AT&T is not obligated to pay any charges until the parties have a final and approved interconnection agreement	USD	TN		ADJ - Adjustments

To:	Tellico Telephone
Contact:	Tellico Telephone
Email:	jvellozzi@accessbills.com
Phone:	
Fax:	
Address:	

From:	ATT Mobility
Contact:	Ashish Gupta
Email:	ag564y@att.com
Phone:	631-264-6394 x 20143
Fax:	
Address:	

Date: 3/25/2014

Claim Number	Date Created	Total Claim Amount		Claim Description
CCATM028079	3/25/2014	**46,413.62**	**USD**	Adjustments were not properly posted to this account

Item Claim Number	BAN	Bill Date	Claim Amount	Claim Reason	EC Circuit ID	Summary Office ID	ASG/OCL	From Date	Thru Date	Notes
CCATM028079-0001	05780ADMD3	3/16/2014	46,413.62	INVALID ADJUSTMENT CHARGES - Adjustments were	NA					AT&T is not obligated to pay any charges until the parties have a final and approved interconnection

CERTIFICATE OF SERVICE

I hereby certify that on this the 5th day of August, 2014, a true and correct copy of the foregoing document was served by U.S. Mail or e-mail to:

Hillary Glassman, Esquire
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