

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T SOUTHEAST D/B/A AT&T
TENNESSEE**

DOCKET NO. 10-00006

VS.

IMAGE ACCESS, INC. D/B/A NEWPHONE

**AMENDED DEFENSES, ANSWER AND COUNTER-CLAIM
OF IMAGE ACCESS, INC. d/b/a NEWPHONE**

Image Access, Inc. d/b/a NewPhone ("NewPhone"), hereby amends its Defenses, Answer and Counter-Claim of Image Access, Inc. d/b/a NewPhone by amending Paragraph 2 of the Counter-Claim as follows:

1.

Paragraph 2 of the Counter-Claim is amended and restated in its entirety to read as follows:

"In this Counter-Claim, NewPhone complains of the following conduct by AT&T:

(a) AT&T has violated 47 U.S.C. § 251(c)(4), 47 CFR 51.603(b), 47 CFR 51.605, 47 CFR 51.607 and 47 CFR 51.613(b) and breached the parties' 2002 Interconnection Agreement and/or 2006 Interconnection Agreement by: (i) failing to provide NewPhone with the appropriate resale discounts, credits and/or refunds to which NewPhone was entitled (both in the form of discounts, refunds and credits owed to NewPhone for amounts that NewPhone disputed but paid and in the form of discounts and credits owed to NewPhone for amounts that NewPhone disputed and withheld) in connection with various AT&T retail promotional or discounted offerings, each reflected in and made the subject of disputes timely submitted by NewPhone to AT&T since 2003, which include, but are not limited to, cashback, line connection charge waivers, secondary service charge waivers, retention credits (e.g., recurring monthly bill credits), bundled services, service block charges and price reduction promotions and offerings; (ii) imposing unreasonable and discriminatory restrictions on resale; and (iii) failing to obtain necessary and prior approval from the Authority, pursuant to 47 C.F.R. 51.613(b), prior to imposing restrictions on resale.

(b) AT&T has wrongfully failed to credit and/or refund NewPhone's account for amounts to which NewPhone is entitled due to inaccurate and erroneous account administration and billing by AT&T, as reflected in and made the subject of disputes timely submitted by NewPhone to AT&T since 2003.

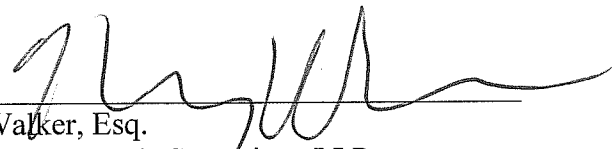
(c) Upon information and belief, AT&T is wrongfully discriminating against NewPhone by failing to provide NewPhone the same promotional credits and/or refunds as AT&T provides to other similarly situated resellers in connection with the cash back promotions. NewPhone disputes and disagrees with AT&T's calculation of the proper amount of credit due resellers under the cash back promotions. However, to the extent that AT&T is crediting other similarly situated resellers for any portion of the proper credit due resellers, NewPhone is entitled to at least the same amount of credit.

AT&T's actions are unlawfully discriminatory and anticompetitive and caused financial harm to NewPhone. AT&T owes NewPhone for all amounts wrongfully withheld and/or not properly credited or refunded to NewPhone."

2.

Other than the above amendment to Paragraph 2 of the Counter-Claim, NewPhone reasserts and reiterates all of the paragraphs and provisions of its original Defenses, Answer and Counter-Claim of Image Access, Inc. d/b/a NewPhone, including Paragraphs 1, 3 – 5 of its Counter-Claim and prayers for relief, which paragraphs, provisions and prayers remain unchanged.

Respectfully submitted this 20th day of August, 2010.



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has this date been served via U.S. Mail, postage prepaid, or electronic mail to all parties listed on the Official Service List.

This 20th day of August, 2010.

