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T.R.A. DOCKET ROOM



July 9, 2010

Mary Freeman, Chairman
Tennessee Regulatory Authority
Attention: Sharla Dillon
460 James Robertson Parkway
Nashville, Tennessee 37243

In Re: Complaint of Tennessee Telephone
d/b/a Freedom Communications against AT&T Tennessee
Docket No. 10-00138

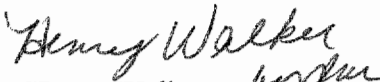
Dear Chairman Freeman:

The attached Complaint of Tennessee Telephone d/b/a Freedom Communications and Motion for Emergency Relief to Prevent Disruption of Service is substantially similar to the Complaint and Motion filed by Every Call Communications in Docket No. 10-00132. Both carriers are threatened by AT&T with suspension of service on July 13, 2010.

TRA has set the Every Call matter for hearing at 2:00 p.m. on July 13. Since the issues are substantially the same, and both carriers are facing the same deadline, Freedom Communications asks that this Complaint be consolidated with Docket 10-00132 and heard by the Authority at the same time.

Very truly yours,

BRADLEY ARANT BOULT CUMMINGS LLP

By: 
Henry Walker

HW/dnr
Enclosure
cc: Guy Hicks

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

In Re: Complaint of Tennessee Telephone
d/b/a Freedom Communications
against AT&T Tennessee

Docket No. _____

**COMPLAINT OF TENNESSEE TELEPHONE D/B/A
FREEDOM COMMUNICATIONS AGAINST AT&T TENNESSEE
AND MOTION FOR EMERGENCY RELIEF TO PREVENT
DISRUPTION OF SERVICE**

Tennessee Telephone Service, Inc. d/b/a Freedom Communications USA, LLC ("Freedom" or "Respondent") files this Complaint against AT&T Tennessee for violation of the Parties' interconnection agreement and asks that, while this matter is pending, the Tennessee Regulatory Authority prevent AT&T Tennessee from suspending wholesale service to Freedom and disrupting Freedom's service to 1,130 customers in Tennessee.

1. Freedom Communications is a local exchange telephone company providing service to approximately 1,130 subscribers in Tennessee, most of whom are low income, residential customers. Freedom Communications resells the services of AT&T. As a reseller, the company is entitled under federal law to receive from AT&T the same "cash back" credits and promotional discounts that AT&T gives to its own retail customers. Those credits and discount are usually sufficient to offset, in large part, Freedom's monthly bills from AT&T.

2. Freedom Communications' corporate headquarters is located at 220 Creekside Drive, Dickson, Tennessee.

3. AT&T is a Georgia corporation authorized to do business in Tennessee as an incumbent local exchange provider. AT&T's address is 675 West Peachtree Street, Suite 4300, Atlanta, Georgia 30375.

4. The persons authorized to received notices, pleadings and other communications on behalf of Freedom is:

Henry Walker, Esq.
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
hwalker@babco.com

5. Freedom Communications is also the Respondent in TRA Docket 10-00005, now pending before the Authority. In that case, the Authority has been asked to determine whether certain promotion offers made by AT&T are available for resale and, when a promotional offer is resold, how the promotional credit paid to the reseller should be calculated. The parties in that docket have filed two joint motions with the Authority setting out an agreed list of issues and an expedited procedural schedule.

6. On June 18, 2010, AT&T notified Freedom that AT&T intends to suspend Freedom's resold services on July 13, 2010 unless Freedom pays AT&T \$814,178.00 in "disputed amounts" before that date.¹

7. At this time, AT&T is holding \$796,536.86 in claims for promotional credits filed by Freedom. Those claims consist primarily of credits owed to Freedom for reselling AT&T's "\$50 cash back" promotion. AT&T does not dispute that federal law requires AT&T to give Freedom a credit for reselling that promotion. The parties disagree as to whether AT&T must pay \$50 or \$40 to Freedom on each sale and have asked the Authority to resolve this \$10

¹ AT&T initially threatened suspension on July 6, 2010 but agreed to postpone the deadline until July 13 after agreeing to a similar delay in an identical proceeding against another reseller, LifeConnex. Both Freedom and LifeConnex are Respondents in several of the pending billing dispute cases filed in January by AT&T throughout the nine-state region.

difference. In other words, AT&T will have to pay at least 80%, if not 100%, of these pending claims for cash back credits.

8. AT&T is also holding promotional credits owed to Freedom in other states. The following chart shows the total amount AT&T claims it is owed in each state and the total amount of open claims for promotional credits held by AT&T in each state:

	<u>Pending Claims for Promotional Credits</u>	<u>Amounts Due According to AT&T</u>
AL	\$399,694.36	\$348,344.00
FL	\$201,126.11	\$124,577.00
LA	\$421,771.90	\$422,794.00
KY	\$274,267.48	\$220,676.00
GA	\$321,964.71	\$210,932.00
MS	\$557,751.99	\$418,516.00
NC	\$234,039.01	\$161,946.00
SC	\$274,784.46	\$249,342.00
TN	\$796,536.86	\$814,178.00
	-----	-----
=	\$3,481,936.88	\$2,971,305.00

9. These open claims for promotional credits do not include amounts which AT&T labels as "billing disputes". These claims consist only of filings for promotional credits which AT&T has not yet credited to Freedom. None of these amounts are "disputed amounts" as that term is used in the parties' interconnection agreement. AT&T's attempt to characterize these amounts as "billing disputes" and collect them from Freedom Communications is a clear violation of the parties' interconnection agreement.

10. Until AT&T issued its threat of suspension on June 21, 2010, AT&T has consistently followed the practice of allowing Freedom to deduct from its bills the total amount of pending claims for promotional credits. Attached to this Motion is a "CRIS/Oracle Aging Summary" prepared by AT&T's billing and collection department and sent to Freedom in July, 2008. The document illustrates how AT&T calculated the amount owed by Freedom -- or the

credit due to Freedom -- each month. The highlighted totals are amounts owed by Freedom after deducting "Disputed Amount" and "Promo Credits". The amounts in parentheses are credits due to Freedom after the disputes and promotional credits are deducted. As the chart shows, Freedom at that time had a total credit (money owed by AT&T to Freedom) of \$37,376.84, even though AT&T had billed Freedom a total of \$433,394.63 during this billing period.

11. The purpose of Docket 10-00005 is to determine precisely how much money Freedom owes AT&T or AT&T owes Freedom. In order to make that determination, the parties have asked the Authority first to rule on whether AT&T has properly calculated the promotional credits it pays to Freedom (such as whether \$50 or \$40 is the correct amount owed when Freedom resells a "\$50 cash back" promotion). Once those decisions are made, the Parties agreed that they "will work in good faith to address or, if necessary, request the Authority to resolve, all remaining unresolved claims and counterclaims, and determine what, if any, dollar amounts are owed or credits due each Party." Joint Motion on Procedural Issues filed May 12, 2010. The Parties have also proposed an expedited procedural schedule which will bring these issues to hearing beginning in late October.

12. AT&T's suspension threat is clearly inconsistent with the intent of the Joint Motion filed in Docket 10-00005.

RELIEF SOUGHT

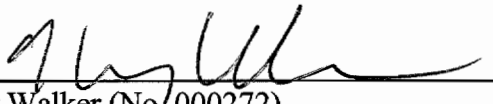
13. Under the "General Terms and Conditions" of the parties' interconnection agreement, either party may ask the Authority to resolve any dispute "as to the proper implementation of this Agreement." AT&T's demand of payment is inconsistent with the Parties' interconnection agreement, and jeopardizes service to 1,300 Tennessee customers.

14. Pending a final determination by the Authority in this Docket, Freedom asks that the Authority order AT&T to take no actions to suspend or otherwise interfere with Freedom's service to its customers.

15. Freedom further requests such relief as the Authority finds appropriate.

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS, LLP

By: 
Henry Walker (No. 000272)
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363
Attorneys for Freedom Communications, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to Guy Hicks, AT&T Tennessee, 330 Commerce Street, Nashville, TN 37219 on this the 9th day of July, 2010.

Henry Walker

A handwritten signature in black ink, appearing to read 'H. Walker', is written over a horizontal line.

8/7/2008

CRIS/Oracle Aging Summary

Customer	BAN	Bill Period	Current	31T060	61T090	91Plus	Disputed Amount	Promo Credit	Total Outstanding	Total Collectible
TENNESSEE	205Q904579579	19	\$5,398.69	\$0.00	\$20.19	\$762.85	\$148.20	\$0.00	\$803.04	\$654.84
TENNESSEE	205Q908276276	19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TENNESSEE	305Q903598398	19	\$530.74	\$0.00	\$15.00	\$102.16	\$21.05	\$0.00	\$117.16	\$96.11
TENNESSEE	305Q906228228	19	\$1,118.56	\$0.00	(\$8.93)	\$0.00	\$157.50	\$0.00	(\$8.93)	(\$166.43)
TENNESSEE	561Q905598598	19	\$877.29	\$0.00	\$15.00	\$84.89	\$7.75	\$0.00	\$99.89	\$92.14
TENNESSEE	561Q906228228	19	\$813.32	(\$52.86)	\$0.00	\$0.00	\$110.00	\$0.00	(\$52.86)	(\$162.86)
TENNESSEE	904Q905598598	19	\$3,205.73	\$0.00	\$0.00	(\$365.32)	\$372.14	\$0.00	(\$365.32)	(\$737.46)
TENNESSEE	904Q906228228	19	\$4,076.10	\$3,939.80	\$0.00	\$0.00	\$0.00	\$0.00	\$3,939.80	\$3,939.80
TENNESSEE	706Q833681681	13	\$127.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TENNESSEE	706Q904579579	19	\$1,860.81	\$0.00	(\$238.47)	\$78.60	\$220.00	\$0.00	(\$159.87)	(\$379.87)
TENNESSEE	770Q833681681	13	\$917.52	\$0.00	(\$219.83)	\$0.00	\$188.00	\$0.00	(\$219.83)	(\$407.83)
TENNESSEE	770Q904579579	19	\$646.67	\$0.00	\$0.00	\$0.00	\$85.00	\$0.00	\$0.00	(\$85.00)
TENNESSEE	502Q846708708	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TENNESSEE	502Q888919919	8	\$3,973.58	\$0.00	\$97.40	\$13,248.54	\$603.31	\$0.00	\$13,345.94	\$127,42.63
TENNESSEE	318Q903433433	19	\$0.15	\$0.15	\$2.98	\$0.00	\$0.30	\$0.00	\$3.13	\$2.83
TENNESSEE	318Q906419419	19	\$2,823.70	\$0.00	\$0.00	\$1,095.01	\$357.13	\$0.00	\$1,095.01	\$737.88
TENNESSEE	601Q902777777	19	\$8,327.46	\$0.00	\$0.00	(\$6,768.53)	\$1,114.27	\$0.00	(\$6,768.53)	(\$7,882.80)
TENNESSEE	601Q905435435	19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TENNESSEE	704Q901370370	19	\$2.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TENNESSEE	704Q902052052	19	\$5,204.89	\$0.00	\$1.21	\$115.67	\$299.40	\$0.00	\$116.88	(\$182.52)
TENNESSEE	803Q904127127	19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Customer		BAN		Bill		Current		31T060	61T090	91T095	Disputed Amount	Promo Credit	Total Outstanding	Total Collectible	
		Period													
TENNESSEE		803Q905612612	19	\$3,238.17	\$0.00	\$0.00	\$0.00	\$79.39	\$480.85	\$0.00	\$79.39	(\$401.46)			
TENNESSEE		615Q888919919	8	\$18,400.03	(\$21.20)	\$2,189.28	\$82,487.79	\$3,341.17	\$0.00	\$0.00	\$84,655.87	(\$53,314.70)			
TENNESSEE		615Q908297297	19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		205Q831264264	13	\$29,935.49	\$33,005.79	\$7,119.41	\$0.00	\$2,671.61	\$42,986.01	\$40,125.20	(\$5,532.42)				
TENNESSEE		205Q960294294	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		305Q831264264	13	\$1,073.59	\$2,308.34	\$706.34	\$0.00	\$3.12	\$1,786.37	\$3,014.88	\$1,225.30				
TENNESSEE		305Q960294294	26	\$39.40	\$55.16	\$35.40	\$224.85	\$0.00	\$0.00	\$315.41	(\$315.41)				
TENNESSEE		318Q831264264	13	\$31,047.29	\$26,939.62	\$5,263.50	\$0.00	\$2,322.04	\$50,113.62	\$32,203.12	(\$20,232.54)				
TENNESSEE		318Q960294294	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		502Q831264264	13	\$19,319.20	\$19,815.28	\$8,793.97	\$0.00	\$1,900.90	\$34,293.84	\$28,609.25	(\$7,685.49)				
TENNESSEE		502Q960294294	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		561Q831264264	13	\$2,359.06	\$2,597.44	\$2,382.07	\$888.92	\$52.82	\$4,109.72	\$5,868.43	\$1,705.89				
TENNESSEE		561Q960294294	26	\$28.49	\$30.72	\$21.30	\$191.44	\$0.00	\$0.00	\$243.46	(\$243.46)				
TENNESSEE		601Q831264264	13	\$45,929.68	\$43,963.82	\$12,857.31	\$0.00	\$3,527.04	\$55,069.44	\$56,821.13	(\$1,775.35)				
TENNESSEE		601Q960294294	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		615Q831264264	13	\$61,293.72	\$64,562.32	\$14,337.61	\$0.00	\$26,472.44	\$97,136.21	\$78,899.93	(\$44,708.72)				
TENNESSEE		615Q960294294	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		704Q831264264	13	\$18,208.55	\$17,650.67	\$4,618.84	\$0.00	\$611.88	\$30,270.66	\$22,269.51	(\$8,613.03)				
TENNESSEE		706Q831264264	13	\$18,077.38	\$18,984.63	\$5,109.80	\$0.00	\$1,774.86	\$24,433.19	\$24,094.43	(\$2,113.62)				
TENNESSEE		770Q831264264	13	\$4,279.38	\$2,754.38	\$0.00	\$0.00	\$170.00	\$5,417.78	\$2,754.38	(\$2,833.40)				
TENNESSEE		770Q960294294	26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TENNESSEE		803Q831264264	13	\$24,317.59	\$23,956.72	\$8,453.64	\$0.00	\$4,120.20	\$30,966.60	\$32,410.36	(\$2,676.44)				
TENNESSEE		904Q831264264	13	\$9,212.43	\$8,987.13	\$0.00	\$0.00	\$301.49	\$14,653.56	\$8,987.13	(\$5,967.92)				
TENNESSEE		904Q960294294	26	\$21.10	\$23.14	\$27.70	\$46.40	\$0.00	\$0.00	\$97.24	(\$97.24)				

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<u>Customer</u> <u>BAN</u>		<u>Bill</u>	<u>Current</u>	<u>31To60</u>	<u>61To90</u>	<u>91Plus</u>	<u>Disputed</u>	<u>Promo Credit</u>	<u>Total</u>	<u>Total Collectible</u>
		<u>Period</u>					<u>Amount</u>		<u>Outstanding</u>	
TENNESSEE										
May, Don's			\$326,685.72	\$269,501.05	\$71,600.92	\$92,292.66	\$79,434.47	\$391,337.00	\$433,394.63	(\$37,376.84)
<u>Grand Total:</u>										

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