



Joelle Phillips
General Attorney - TN

AT&T Tennessee
333 Commerce Street
Suite 2101
Nashville, TN 37201-1800

T: 615.214.6311
F: 615.214.7406
jp3881@att.com

October 11, 2012

filed electronically in docket office on 10/11/12

VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Budget Prepay v AT&T Tennessee*
Docket No. 12-00102

Dear Chairman Hill:

Enclosed are the original and four copies of the Answer and Counterclaim of AT&T Tennessee.

Very truly yours,

Joelle Phillips

A large, stylized handwritten signature in black ink, appearing to read "Joelle Phillips", written over the typed name.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Budget Prepay, Inc. v. AT&T Tennessee*

Docket No. 12-00102

ANSWER AND COUNTERCLAIM OF AT&T TENNESSEE

BellSouth Telecommunications LLC, dba AT&T Tennessee (“AT&T Tennessee”) respectfully submits its Answer and Counterclaim to the Amended Complaint (“Complaint”) of Budget Prepay, Inc. (“Budget”), which was filed with the Tennessee Regulatory Authority (“TRA” or “Authority”) on September 18, 2012.

I. SUMMARY OF AT&T TENNESSEE’S ANSWER AND COUNTERCLAIM

- A. AT&T Tennessee is not required to make its long distance affiliate’s offerings available to Budget for resale.**

Budget alleges that AT&T Tennessee has breached the parties’ interconnection agreement (“ICA”) by not making certain long distance service offerings available to Budget for resale.¹ Specifically, Budget contends that when AT&T Tennessee bills Budget for local service that Budget has purchased from AT&T Tennessee under the ICA, AT&T Tennessee must reduce those bills to take into account certain long distance gift card promotions offered by AT&T

¹See, e.g., Complaint ¶¶ 10 and 15. Budget also alleges that AT&T Tennessee has violated 47 U.S.C. §§ 251(b) and (c) and certain FCC Rules and Orders implementing those subsections (see, e.g., Complaint ¶¶ 7(a)-(g)), but the general obligations of Section 251 do not govern this dispute. Instead, the specific provisions of the parties’ Authority-approved ICA govern this dispute. See 47 U.S.C. § 252(a)(1) (permitting carriers to “negotiate and enter into a binding [interconnection] agreement . . . without regard to the standards set forth in subsections (b) and (c) of Section 251”); *Mich. Bell Tel. Co. v. MCIMetro Access Trans. Servs., Inc.*, 323 F.3d 348, 359 (6th Cir. 2003) (“[O]nce an agreement is approved, the[] general duties [under the 1996 Act] do not control”; parties are “governed by the interconnection agreement” and “the general duties of [the 1996 Act] no longer apply.”); *Verizon Md., Inc. v. Global NAPS*, 377 F.3d 355, 364 (4th Cir. 2004) (“Once the [interconnection agreement] is approved, the 1996 Act requires the parties to abide by its terms. Interconnection agreements are thus the vehicles chosen by Congress to implement the duties imposed in § 251.”).

Tennessee's separate long-distance affiliate – BellSouth Long Distance, Inc. dba AT&T Long Distance Service ("AT&T Long Distance") – to its new retail customers who purchase certain of its long distance service offerings.² One of the offerings described in Exhibit A to Budget's Complaint, for example, was available in September 2010, and it offered qualifying new AT&T Long Distance customers who subscribed to AT&T Long Distance's Unlimited Nationwide CallingSM One plan a \$100 Visa® Reward Card. AT&T Tennessee, however, does not offer these long distance services or gift cards to its own retail customers, nor does AT&T Tennessee fund any portion of the gift cards that AT&T Long Distance offers in connection with its promotions. Accordingly, if a retail customer signs up for local service with AT&T Tennessee without subscribing to a qualifying long distance service from AT&T Long Distance, that AT&T Tennessee retail customer is not eligible for, and does not receive, a gift card.

AT&T Tennessee is an incumbent local exchange carrier ("ILEC"); it provides local service to its end users, and it resells those local services to Budget in accordance with the ICA. AT&T Long Distance is a separate company from AT&T Tennessee. AT&T Long Distance is not an ILEC, and it is not a party to an ICA with Budget. Instead, AT&T Long Distance offers interexchange long distance service to retail customers under the terms and conditions set out in its "Residential Service Guide," a publicly-available document that sets forth the terms and conditions on which AT&T Long Distance services are sold and that applies to everyone who wants to purchase those services. Budget does not, and cannot, allege that AT&T Tennessee offers any of the qualifying long distance services – much less any long distance promotions at issue in this case – to AT&T Tennessee's own end users. Nor does Budget allege that its own

²See Complaint ¶ 5; Exhibit A. These retail customers who are new to AT&T Long Distance can be either new or existing local exchange customers of AT&T Tennessee.

retail customers purchase any long distance services from AT&T Long Distance, or that its end users are eligible for the promotions offered by AT&T Long Distance.

The parties' ICA, which Budget chose to adopt and that the Authority approved,³ requires AT&T Tennessee to make available to Budget for resale *only* the telecommunications services AT&T Tennessee offers its own retail customers; it does not require AT&T Tennessee to make available for resale long distance services of *a different company*.⁴ While Budget's Complaint masquerades as a "billing dispute" under the ICA, Budget's alleged grievance in fact has nothing to do with local telecommunications services that AT&T Tennessee offers its retail customers and that Budget orders for resale pursuant to the ICA. It is telling that the Complaint does not cite to Budget's ICA with AT&T Tennessee, but instead attaches pages from the AT&T Long Distance Residential Service Guide for *Interexchange Interstate, and International Services* – services that AT&T Tennessee does not offer.

AT&T Tennessee does not have a duty (much less the ability) to resell a long distance service it does not offer. Because AT&T Tennessee does not offer its retail customers the promotions that are the subject of Budget's Complaint, the ICA does not require AT&T Tennessee to make those promotions available to Budget for resale.

B. AT&T Tennessee's actions are not anticompetitive.

Budget also alleges that "AT&T's actions are preferential, discriminatory and anti-competitive," and that "AT&T seeks to impair competition, enhance its competitive position

³ Budget adopted in its entirety the interconnection agreement that AT&T Tennessee and Level 3 Communications entered into on June 23, 2004 and that the Authority approved on August 9, 2004, in Docket 04-00059. Budget and AT&T Tennessee filed the adopted ICA with the Authority on November 18, 2008, and the Authority approved the adopted ICA on December 15, 2008 in Docket 08-00215.

⁴ See ICA, Attach. 1, p. 4, § 3.1.

and gain a competitive advantage through an inappropriate intra-corporate transaction and/or tying arrangement with its affiliate long distance company.”⁵ These allegations are without merit.

There is nothing inherently “anti-competitive” about AT&T Long Distance offering discounts to its retail customers, even if the discounts are not available to Budget on a wholesale basis. As the Supreme Court has noted, “cutting prices in order to increase business often is the very essence of competition,”⁶ and under the antitrust laws there generally “is no duty to aid competitors.”⁷ Thus, Budget is free to offer long distance service to its customers and to offer them incentives, including gift cards, to purchase that service, but AT&T Tennessee has no duty to fund Budget’s marketing initiatives.

In any event, Budget’s accusation that AT&T Tennessee is engaged in anticompetitive conduct fails on its face. The promotion Budget complains of is provided by AT&T Long Distance, not AT&T Tennessee, and hence is not a rate or service provided by AT&T Tennessee and does not involve any action by AT&T Tennessee.

Even if the promotions were somehow attributable to AT&T Tennessee (and they are not), the fact that AT&T Tennessee does not provide these long distance promotional credits to Budget for the local services Budget purchases for resale is not anticompetitive. Nothing prohibits a telecommunications company from making reasonable distinctions between different classes of customers and different classes of services. Budget’s Complaint alleges no unreasonable distinctions on the part of AT&T Tennessee.

⁵ See Complaint at p. 1 and at ¶ 15.

⁶ *Matsushita Elec. Ind. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 594 (1986).

⁷ *Verizon Comm’ns, Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398, 412 (2004).

C. Budget has breached the ICA by withholding payment for services it has ordered from AT&T Tennessee under the ICA.

Budget has submitted promotional credit requests to AT&T Tennessee based on its erroneous argument that AT&T Tennessee must resell these AT&T Long Distance offerings. AT&T Tennessee has properly denied these promotional credit requests in accordance with the ICA, and Budget has wrongfully resorted to self-help by withholding in excess of \$1.7 million from its payments to AT&T Tennessee for the local exchange services it has ordered and that AT&T Tennessee has provided pursuant to the ICA. In other words, Budget has withheld more than a million dollars in payments it owes AT&T Tennessee for *local* services it has ordered under the ICA because Budget claims it is entitled to rewards under *long distance* service offerings that are not subject to the ICA and that are not offered by AT&T Tennessee.

Budget claims this self-help is authorized by the “billing dispute” provisions of the ICA, which allow Budget to “withhold disputed amounts until the dispute is resolved.”⁸ The ICA, however, narrowly defines a “billing dispute” as “a reported dispute of a specific amount of money *actually billed by either party*.”⁹ AT&T Tennessee has not billed Budget one penny for any of the long distance offerings that are the subject of Budget’s Complaint.¹⁰ Clearly, Budget’s claims for rewards under long distance service offerings that are not subject to the ICA (and that are offered by an entity that is not a party to the ICA) are not “billing disputes” within the meaning of the ICA that allow Budget to withhold payments it owes AT&T Tennessee pursuant to the ICA. Instead, they are meritless claims for damages supposedly arising from the

⁸ See Complaint, ¶ 6; ICA, Attach. 7, p. 8, § 2.2.

⁹ *Id.*, p.2, § 2.2 (emphasis added).

¹⁰ Budget tellingly does not allege that AT&T Tennessee has billed it for any long distance service, nor does Budget allege that it has ordered any long distance services for resale from AT&T Tennessee or, for that matter, from AT&T Long Distance.

fact that AT&T Long Distance's promotions were not made available to Budget for resale. The ICA unambiguously provides that “[c]laims by the billed party for damages of any kind will not be considered a billing dispute for purposes of this Section.”¹¹ Budget cannot withhold payment for the local exchange services that it has ordered from AT&T Tennessee and that AT&T Tennessee has provided under the ICA any more than a consumer can withhold mortgage payments from a bank because he claims the bank's affiliate owes him rewards under a credit card program.

- D. The Authority should require Budget to pay AT&T Tennessee the full amount it has wrongfully withheld, or at least pay the amount into escrow pending the outcome of this proceeding.**

No state commission has required an ILEC to resell promotions offered by its long distance affiliate, and several commissions have rejected resellers' positions on other “billing disputes” that, like Budget's spurious “billing dispute,” were asserted as purported justifications for unlawfully withholding payment from AT&T ILECs.¹² Despite the numerous state commissions that have rejected meritless “billing disputes” manufactured by resellers, the

¹¹ *Id.*, p. 8, § 2.2 (emphasis added).

¹² See, e.g., *dPi Teleconnect, LLC v. BellSouth Telecomms., Inc.*, Order PSC-08-0598-FOF-TP, Docket No. 050863 (Fla. P.S.C. Sept. 16, 2008), *aff'd dPi Teleconnect, LLC v. Florida Pub. Serv. Comm'n*, No. 4:08-cv-509/RS-WCS, 2009 WL 2603144 (N.D. Fla. Aug. 21, 2009); Order No. 15 Granting AT&T's Motion for Summary Disposition, *In re: Petition of Nexus Commc'ns, Inc. for Post-Interconnection Dispute Resolution with Southwestern Bell Tel. Co. d/b/a AT&T Tex. under FTA Relating to Recovery of Promotional Credit Due*, Docket No. 39028, 2012 WL 2366729 (Tex. P.U.C. Apr. 5, 2012); Order, *In Re Consolidated Proceedings to Address Certain Issues Common to Dockets U-31256, U-31257, U-31258, U-31259, and U-31260*, Docket No. U-31364 (La. P.S.C. May 25, 2012); Order, *In the Matter of: dPi Teleconnect, LLC v. BellSouth Telecomms., Inc., d/b/a AT&T Ky.*, Case No. 2009-00127, 296 P.U.R.4th 123, 2012 WL 182217 (Ky. P.S.C. Jan. 19, 2012); Order Resolving Credit Calculation Dispute, *In the Matter of BellSouth Telecomms., Inc. d/b/a AT&T North Carolina v. Image Access, Inc.*, Docket Nos. No. P-836, Sub 5 et al., 2011 WL 4448873 (N.C.U.C. Sept. 22, 2011); Order, *In the Matter of dPi Teleconnect, LLC v. BellSouth Telecomms., Inc. d/b/a AT&T Kentucky*, Case No. 2005-00455, 2011 WL 490903 (Ky. P.S.C. Feb. 1, 2011); Recommended Order, *In the Matter of dPi Teleconnect, LLC v. BellSouth Telecomms., Inc., d/b/a AT&T North Carolina*, Docket No. Docket No. P-55, Sub 1744, 2010 WL 1922679 (N.C.U.C. May 7, 2010), *aff'd sub nom. dPi Teleconnect, LLC v. Finley*, 844 F. Supp. 2d 664 (E.D.N.C. 2012); Order Denying Motion to Reconsider, *In re dPi Teleconnect, LLC v. BellSouth Telecomms., Inc.*, Docket No. P-55, Sub 1577, 2008 WL 2880723 (N.C.U.C. July 18, 2008), *aff'd sub nom. dPi Teleconnect LLC v. Sanford*, 2007 WL 2818556 (E.D.N.C. 2007), *aff'd sub nom. dPi Teleconnect LLC v. Owens*, 2011 WL 327071 (4th Cir. 2011).

AT&T ILECs have consistently recovered only a tiny fraction of the amounts resellers have wrongfully withheld. To date, at least 16 resellers have declared bankruptcy or ceased doing business while owing, in the aggregate, more than \$150,000,000.00 they wrongfully withheld from AT&T ILECs.

AT&T Tennessee should not have to bear the risk of non-payment of the substantial amounts Budget owes, especially since the ICA does not even arguably allow Budget to withhold payment under these circumstances. Instead, the Authority should immediately require Budget to either pay AT&T Tennessee all amounts it has wrongfully withheld or to pay into escrow all amounts it has wrongfully withheld pending the outcome of this proceeding.

II. ANSWER

1. Upon information and belief, AT&T Tennessee admits the allegations in Paragraph 1 of the Complaint.

2. AT&T Tennessee admits the allegations in Paragraph 2 of the Complaint. Answering further, AT&T Tennessee hereby notifies the parties that its legal representatives for the purposes of this Complaint are:

Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300
jp3881@att.com
615 214 6311

and

Patrick W. Turner
1600 Williams Street, Suite 5200
Columbia, South Carolina 29201
pt1285@att.com
803 401 2900

3. AT&T Tennessee admits the allegations in Paragraph 3 of the Complaint.

4. AT&T Tennessee admits that certain marketing materials for the promotions alleged in Paragraph 4 of the Complaint (hereinafter, the “AT&T Long Distance Promotions”) use the brand name “AT&T” without specifying the AT&T entity that provides a particular service; that a customer must be a local service customer of AT&T Tennessee to qualify for the AT&T Long Distance Promotions; and that the AT&T Long Distance Promotions are not available to customers without AT&T Tennessee local service. AT&T Tennessee denies all allegations of Paragraph 4 not expressly admitted herein.

5. AT&T Tennessee admits that the AT&T Long Distance Promotions are not available to customers without AT&T local service. AT&T Tennessee denies the allegations in Paragraph 5 of the Complaint not expressly admitted herein, and it specifically denies that the ICA or applicable law requires AT&T Tennessee to provide to Budget for resale the AT&T Long Distance Promotions that are offered by a separate AT&T affiliate that is not party to the ICA.

6. AT&T Tennessee admits that Budget has notified AT&T Tennessee that Budget claims to be entitled to credits for purported resale rights associated with the AT&T Long Distance Promotions, but AT&T Tennessee denies that this constitutes a “billing dispute” under the ICA. AT&T Tennessee admits that Budget is unlawfully withholding payment of the purported disputed amount in contravention of the ICA with AT&T Tennessee. AT&T Tennessee denies the allegations in Paragraph 6 of the Complaint not expressly admitted herein.

7. The allegations in Paragraph 7 of the Complaint, including all subparagraphs thereof, merely identify and characterize law that Budget alleges is “applicable” and therefore

require no response, as the identified statutes, rules, and orders speak for themselves. To the extent a response is required, AT&T Tennessee directs the Authority to the statutes, rules and orders cited in Paragraph 7 of the Complaint, and denies any allegation or characterization inconsistent therewith.

8. The allegations in Paragraph 8 of the Complaint merely identify and selectively quote from an FCC order and therefore require no response, as the order speaks for itself. To the extent a response is required, AT&T Tennessee directs the Authority to the FCC order cited in Paragraph 8 of the Complaint in its entirety and denies any allegation or characterization inconsistent therewith.

9. The allegations in Paragraph 9 of the merely identify and characterize law that Budget alleges are “applicable” and therefore require no response, as the identified statutes, rules, and orders speak for themselves. To the extent a response is required, AT&T Tennessee directs the Authority to the statutes, rules and orders cited in Paragraph 9 of the Complaint, and denies any allegation or characterization inconsistent therewith.

10. The allegations in Paragraph 10 of the Complaint assert only legal conclusions, to which no answer is required. AT&T Tennessee denies the allegations in Paragraph 10 of the Complaint not specifically admitted herein.

11. The allegations of Paragraph 11 of the Complaint assert only legal conclusions, to which no answer is required. AT&T Tennessee denies the allegations in Paragraph 11 of the Complaint not specifically admitted herein.

12. AT&T Tennessee admits that it has not sought or obtained a ruling from the Authority regarding the subject matter of Budget’s Complaint. AT&T denies the implication

that it was or is required to do so, and it denies the allegations in Paragraph 12 of the Complaint not specifically admitted herein.

13. AT&T Tennessee incorporates its responses to paragraphs 1 through 12 of the Complaint as if fully set forth herein.

14. AT&T Tennessee denies the allegations in Paragraph 14 of the Complaint.

15. AT&T Tennessee denies the allegations in Paragraph 15 of the Complaint.

16. AT&T Tennessee denies that Budget is entitled to the relief requested in the subsection of its Complaint entitled "Request for Relief," or any relief whatsoever. AT&T Tennessee denies the remaining allegations, if any, of this subsection of the Complaint.

17. Any and all allegations in the Complaint that are not expressly admitted herein are denied.

III. AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.

2. The Authority lacks jurisdiction over some or all of the claims alleged in the Complaint.

3. The Complaint is barred, in whole or in part, by the applicable statute of limitations, by laches or by other doctrines relating to the passage of time.

4. The Complaint is barred because it is not a "billing dispute" within the meaning of the parties' ICA.

5. The Complaint is barred because AT&T Tennessee does not offer the AT&T Long Distance Promotions that are the subject of the Complaint.

6. The Complaint is barred, in whole or in part, because even if Budget were otherwise entitled to obtain the AT&T Long Distance Promotions for resale, Budget's customers do not satisfy the eligibility requirements for receipt of the AT&T Long Distance Promotions, as they would have to in order for Budget to obtain the promotions for resale to those customers.

7. The Complaint is barred, in whole or in part, because even if Budget were entitled to obtain the AT&T Long Distance Promotions for resale, Budget would be entitled to only a portion of the amounts it has withheld from its payments to AT&T Tennessee.

8. The Complaint is barred, in whole or in part, by the doctrines of estoppel, waiver, and unclean hands.

WHEREFORE, having fully responded to the Complaint, AT&T Tennessee respectfully requests that the Authority enter an Order denying the relief requested and granting AT&T Tennessee such further relief as the Authority deems just and proper.

IV. COUNTERCLAIM AND PETITION FOR RELIEF

Pursuant to Authority Rule 1220-1-2-.09, BellSouth Telecommunications, LLC dba AT&T Tennessee hereby files the following Counterclaim and Petition for Relief against Budget Prepay, Inc.:

PARTIES

1. BellSouth Telecommunications, LLC dba AT&T Tennessee ("AT&T Tennessee") is a Georgia limited liability company and its principal place of business is 675 W. Peachtree Street, NE, Atlanta, Georgia 30375.

2. AT&T Tennessee is an incumbent local exchange carrier ("ILEC") under the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (the "Act").

3. All pleadings, notices and other documents filed in this proceeding should be directed to AT&T Tennessee's representatives as follows:

Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300
jp3881@att.com
615 214 6311

Patrick W. Turner
1600 Williams Street
Suite 5200
Columbia, SC 29201-2220
(803) 401-2900
pt1285@att.com

4. Budget is a Louisiana corporation with its principal place of business is 1325 Barksdale Blvd., Bossier City, LA 71111. Budget is a competitive local exchange carrier ("CLEC") under the Act.

JURISDICTION

5. The Authority has jurisdiction to interpret and enforce the terms of the ICA. The Telecommunications Act of 1996 ("the Act") expressly authorizes state commissions to mediate interconnection agreement negotiations, arbitrate interconnection agreements, and approve or reject interconnection agreements.¹³

¹³ See 47 U.S.C. § 252(a)(2), (b), (e).

6. The Authority is authorized to interpret and enforce interconnection agreements.¹⁴

FACTS

7. Budget and AT&T Tennessee are parties to an interconnection agreement, entered on October 16, 2008, and entered into pursuant to the Act, under which AT&T Tennessee is required to provide certain wholesale telecommunications services to Budget for resale by Budget to retail end-users (the “ICA”).

8. Budget adopted in its entirety the interconnection agreement that AT&T Tennessee and Level 3 Communications, LLC entered into on June 23, 2004 and that the Authority approved on August 9, 2004 in Docket 04-00059.

9. Budget and AT&T Tennessee filed the adopted ICA with the Authority on November 18, 2008, and the Authority approved the adopted ICA pursuant to 47 U.S.C. § 252(e) on December 15, 2008 in Docket 08-00215.

10. Pursuant to the ICA, Budget has ordered and AT&T Tennessee has provided telecommunications services to Budget for resale by Budget to retail end-users (“resale services”).

11. AT&T Tennessee has billed Budget monthly for the resale services that Budget ordered and AT&T Tennessee provided to Budget.

12. Budget has paid only in part the amounts AT&T Tennessee has billed it for resale services.

¹⁴ See TCA 65-5-109(m) (noting the TRA’s jurisdiction to “enforce interconnection agreements”)

13. Starting in or about September, 2010, Budget has withheld from its payment of each month's bill from AT&T Tennessee for resale services an amount, determined unilaterally by Budget, that Budget contends represents the amount of benefits of certain long distance retail promotions to which Budget claims it is entitled.

14. The promotional benefits to which Budget claims it is entitled are the subject of Budget's Complaint in this matter.

15. In withholding payments based its claim that it is entitled to the promotional benefits that are the subject of its Formal Complaint, Budget has not disputed the accuracy of the AT&T Tennessee bills or contended that it did not order the services reflected in the AT&T Tennessee bills; or that AT&T Tennessee failed to provide the resale services reflected in those bills; or that the rates AT&T Tennessee has charged Budget are incorrect; or that there are calculational errors in AT&T Tennessee's invoices. Rather, Budget has unilaterally withheld payment for services provided by, and properly billed by, AT&T Tennessee based solely upon its claim to promotional benefits unrelated to those services and those bills.

16. Budget is not entitled to the promotional benefits to which it claims it is entitled.

COUNT 1

17. AT&T Tennessee realleges and incorporates by reference the allegations contained in paragraphs 1 through 16 as if more fully stated herein.

18. Budget's withholding of and refusal to pay amounts billed by AT&T Tennessee as set forth above is a breach of the parties' ICA.

19. The parties' ICA does not authorize Budget to withhold payment, in full or in part, of AT&T Tennessee's accurate bills on the ground of a claim that Budget is entitled to

promotional benefits that are not in any way tied to those bills. Consequently, even if Budget were entitled to any portion of the promotional benefits to which it claims it is entitled, Budget's refusal to pay AT&T Tennessee's bills in full constitutes a breach of the parties' ICA.

20. AT&T Tennessee has been harmed by Budget's conduct and breach of the parties' ICA.

21. The amount that Budget has wrongfully withheld is in excess of \$1.7 million.

STATUTES AND RULES ENTITLING AT&T TENNESSEE TO RELIEF

22. AT&T Tennessee is entitled to relief under TRA Rules 1220-1-2-.02 and 1220-1-1-.05 and other applicable provisions of Tennessee law, and the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56.

PRAYER FOR RELIEF

WHEREFORE, AT&T Tennessee respectfully requests that the Authority convene a contested case and grant AT&T Tennessee the following relief:

(a) Find that Budget has breached the ICA by wrongfully withholding amounts due and payable to AT&T Tennessee for services ordered and provided in accordance with the ICA;

(b) Find that AT&T Tennessee has been financially harmed as a direct result of Budget's breach of the ICA;

(c) Find that Budget is liable to AT&T Tennessee for all amounts wrongfully withheld by it, including without limitation late payment charges and interest;

(d) Require Budget to pay AT&T Tennessee all amounts wrongfully withheld by it, including without limitation late payment charges and interest; and

- (e) Grant such additional relief as the Authority deems just and proper.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, LLC
dba AT&T TENNESSEE



JOELLE PHILLIPS
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300
615 214 6311
jp3881@att.com

PATRICK W. TURNER
1600 Williams Street, Suite 5200
Columbia, SC 29201-2220
803 4012900
pt1285@att.com

CERTIFICATE OF SERVICE

I hereby certify that on October 11, 2012, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

H. LaDon Baltimore
Farris Mathews Bobango, PLC
618 Church St., #300
Nashville, TN 37219
dbaltimore@farrismathews.com

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Katherine W. King
Randy Young
Randy Cangelosi
Carrie Tournillon
Kean Miller LLP
P.O. Box 315 Baton Rouge, LA 70821
Katherine.king@keanmiller.com
Randy.young@keanmiller.com
Randy.cangelosi@keanmiller.com
Carrie.tournillon@keanmiller.com

