

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

AT&T CORP., A NEW YORK	:	
CORPORATION,	:	
	:	
PLAINTIFF,	:	CIVIL ACTION
	:	
VS.	:	FILE NO. 1:07-CV-0588-ODE
	:	
PLANNED PARENTHOOD OF	:	
GEORGIA, INC., A GEORGIA NON-	:	
PROFIT CORPORATION,	:	
	:	
DEFENDANT.	:	

PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT

COMES NOW, AT&T Corp., the Plaintiff in the above-named action and respectfully moves the Court to enter a Summary Judgment in favor of Plaintiff and against Defendant on the grounds that there remains no genuine issue as to any material fact, and that Plaintiff is entitled to judgment as a matter of law.

Between December 3 and December 8, 2005, several long distance telephone calls originated from Defendant’s telephone lines. Plaintiff provided the telecommunications service associated with these calls. Plaintiff invoiced

Defendant for the charges and fees associated with the telecommunications services; however, Defendant has failed or otherwise refused to pay the charges due for the calls made from Defendant's telephone lines. Defendant alleges that it did not authorize the long-distance telephone calls to be placed from its telephone lines, and contends that this excuses its obligation to pay for the services provided by Plaintiff. The relationship between Plaintiff and Defendant, however, is governed by the Federal Communications Act of 1934 and AT&T FCC Tariff No. 30, which require Defendant to pay for the telecommunications services rendered by Plaintiff despite Defendant's contention that it did not authorize the calls in question to be made.

In support of this Motion, Plaintiff relies upon its Brief, Statement of Uncontroverted Material Facts and Affidavit in support of Motion for Summary Judgment and all pleadings in the entire record in this matter together with the Exhibits attached hereto.

Therefore, Plaintiff respectfully requests this Court pursuant to Fed.R.Civ.P. Rule 56 for an Order entering judgment in favor of Plaintiff against Defendant.

Respectfully submitted,

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

BY: /S/ DAN D. WRIGHT, JR.
Dan D. Wright, Jr.
Georgia Bar No. 777731

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT ON OCTOBER 10, 2007, I ELECTRONICALLY FILED **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** WITH THE CLERK OF COURT USING THE CM/ECF SYSTEM WHICH WILL AUTOMATICALLY SEND EMAIL NOTIFICATION OF SUCH FILING TO THE FOLLOWING ATTORNEYS OF RECORD. I HAVE ALSO SERVED THIS DOCUMENT BY U.S. MAIL TO THE FOLLOWING ATTORNEYS OF RECORD:

Elizabeth Catherine Helm, Esq.
Morris, Manning & Martin, llp
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326-1044

/s/ DAN D. WRIGHT, JR.
DAN D. WRIGHT, JR.
GEORGIA BAR NO. 777731

Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326
(404) 926-4500
Email: danwright@wncwlaw.com

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

AT&T CORP., a New York corporation, :

Plaintiff, :

vs. :

PLANNED PARENTHOOD OF
GEORGIA, INC., a Georgia non-profit
corporation, :

Defendant. :

CIVIL ACTION

FILE NO. 1:07-CV-0588-ODE

STATEMENT OF UNCONTROVERTED MATERIAL FACTS

1.

Plaintiff provided telecommunication services for telephone call which originated from Defendant's telephone system. A true and correct copy of the Statement of Account is attached to Affidavit of Delain Dunn as Exhibit "A".

2.

No payment has been made by Defendant on the indebtedness represented by Plaintiff's "A", and Defendant is indebted to Plaintiff in the principal sum of \$20,583.34, the amount reflected on Plaintiff's Complaint.

3.

Demand has been made upon Defendant for the balance due, but Defendant has failed to pay, and has made no payment to reduce the principal balance of \$20,583.34.

4.

Pursuant to AT&T FCC Tarriff No. 30, Defendant therefore owes Plaintiff the principal sum of \$20,583.34, plus prejudgment interest at 18% per annum, reasonable attorney's fees and all costs of this action.

This 10th day of October, 2007.

Respectfully submitted,

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

/s/ Dan D. Wright, Jr.

Dan D. Wright, Jr.

Georgia Bar No. 777731

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500

CERTIFICATE OF SERVICE

I hereby certify that on OCTOBER 10, 2007, I electronically filed **PLAINTIFF'S STATEMENT OF UNCONTROVERTED MATERIAL FACTS** with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the following attorneys of record. I have also served this document by U.S. mail to the following attorneys of record:

ELIZABETH CATHERINE HELM, ESQ.
MORRIS, MANNING & MARTIN, LLP
1600 ATLANTA FINANCIAL CENTER
3343 PEACHTREE ROAD, NE
ATLANTA, GA 30326-1044

/s/ Dan D. Wright, Jr.
Dan D. Wright, Jr.
Georgia Bar No. 777731

Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
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CIVIL ACTION

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**PLAINTIFF’S BRIEF IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

**Dan D. Wright, Jr., Esq.
Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326
(404) 926-4500**

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**PLAINTIFF’S BRIEF IN SUPPORT OF
PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

I. Introduction

Between December 3 and December 8, 2005, several long distance telephone calls originated from Defendant’s telephone lines. Plaintiff provided the telecommunications service associated with these calls. Plaintiff invoiced Defendant for the charges and fees associated with the telecommunications services; however, Defendant has failed or otherwise refused to pay the charges due for the calls made from Defendant’s telephone lines. Defendant alleges that it did not authorize the long-distance telephone calls to be placed from its telephone

lines, and contends that this excuses its obligation to pay for the services provided by Plaintiff. The relationship between Plaintiff and Defendant, however, is governed by the Federal Communications Act of 1934 and AT&T FCC Tariff No. 30, which require Defendant to pay for the telecommunications services rendered by Plaintiff despite Defendant's contention that it did not authorize the calls in question to be made. Pursuant to the authority cited below, Plaintiff is entitled to the amounts due from Defendant for the calls originating from its telephone lines, plus attorney's fees and all costs of this action as a matter of law.

II. Argument and Citation of Authorities

A. Standard for Summary Judgment

Summary judgment is appropriate where the pleadings, depositions, answers to discovery and any affidavits demonstrate that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Once a moving party has properly supported its motion for summary judgment, the burden shifts to the non-moving party to come forward with specific facts that demonstrate genuine issues for trial exist by demonstrating that specific, material facts exist which give rise to a genuine issue. Celotex Corp. v. Cattrett, 477 U.S. 317, 324, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The existence of a mere scintilla of evidence in support of the non-movant's position is insufficient to withstand the

summary judgment motion. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).

Summary judgment must be granted if the non-moving party fails to make a sufficient showing on an “essential element of [his] case with respect to which [he] has the burden of proof.” Castleberry v. Goldome Credit Corp., 408 F.3d 773, 786 (11th Cir. 2005), citing Celotex Corp. v. Catrett, 477 U.S. 317, 323, 106 S.Ct. 2548, 2552 (1986).

When a court considers a summary judgment motion, all reasonable inferences should be drawn in favor of the party opposing the motion; see Everett v. Napper, 833 F.2d 1507, 1510 (11th Cir. 1987); however, for factual issues to be considered to be genuine, they must have an actual basis in the evidentiary record. See Hairston v. Gainesville Sun Pub. Co., 9 F.3d 913, 919 (11th Cir. 1993).

B. AT&T’s FCC Tariff No. 30 Constitutes Federal Law

AT&T files with the FCC certain Tariffs -- such as AT&T’s FCC Tariff No. 30 -- setting forth its charges and “classifications, practices, and regulations affecting such charges.” 47 U.S.C. § 203(a). AT&T FCC Tariff No. 30, § 3.4.1(A) provides:

The Customer is also responsible for the payment of bills for BTS. This includes payment for BTS calls or services:

- Originated at the Customer's number(s);
- Accepted at the Customer's number(s) (i.e. collect calls);
- Billed to the Customer's number via third number billing if the Customer is found to be responsible for such call or service, or the use of a Company - assigned Special Billing Number; and
- Incurred at the specific request of the Customer.

The "tariffs are not mere contracts, but rather have the force of law." AT&T v. New York City Human Resources Admin., 833 F. Supp. 962, 970 (S.D.N.Y. 1993); American Telephone and Telegraph Company v. Central Office Telephone, Inc., 524 U.S. 214 (1998). See also Carter v. AT&T, 365 F.2d 486, 496 (5th Cir. 1966), cert. denied, 385 U.S. 1008 (1967); AT&T v. Florida-Texas Freight, Inc., 357 F. Supp. 977 (S.D. Fla. 1973).

"Valid tariffs filed with the FCC 'conclusively and exclusively control the rights and liabilities between a carrier and its customer.'" Pay Phone Concepts v. MCI Telecomms. Corp., 904 F. Supp. 1202, 1207 (D. Kan. 1995); Central Office Telephone, 524 U.S. at 222. See also AT&T v. New York City Human Resources

Admin., 833 F. Supp. at 970 (the “tariffs conclusively and exclusively enumerate the rights and liabilities of the contracting parties.”) Included within the parties’ agreement are “any limitation of liability imposed by the tariff.” Pay Phone Concepts, 904 F. Supp. at 1207 (citing Western Union Tel. Co. v. Esteve Bros. & Co., 256 U.S. 566, 571-72 (1921) (“The limitation of liability [is] an inherent part of the rate.”). The customer’s assent to the tariffs and their provisions is irrelevant as the customer is presumed to know the applicable tariffs and their terms. Central Office Telephone, 524 U.S. at 222; Pay Phone Concepts, 904 F. Supp. at 1207. See also Kansas City S. R. Co. v. Carl, 227 U.S. 639, 653 (1913) (“The lawful rate is that which the carrier must exact and that which the [customer] must pay. The [customer’s] knowledge of the lawful rate is conclusively presumed ...”) See Also AT&T v. New York City Human Resources Admin., 833 F. Supp. at 970.

C. Defendant Was A “Customer” Of AT&T And As A Customer Is Liable For All Telecommunication Services Provided Under The Tariff

Under AT&T’s tariffs and the federal cases which have interpreted the tariffs, the term “customer” is broadly defined. AT&T’s customers include not only those individuals or entities which affirmatively order AT&T service (i.e. presubscribe to AT&T’s services) but also those which constructively order

telecommunications services from AT&T “by failing to take steps to control unauthorized charging of AT&T long distance calls to [their] telephone number.” AT&T v. Community Health Group, 931 F. Supp. 719, 722 (S.D. Cal. 1995); see also United Artists Payphone Corp. v. New York Tel. Co., 8 F.C.C.R. 5563 (1993); AT&T FCC Tariff No. 30, § 3.4.1(A).

In Community Health Group,¹ AT&T filed suit to collect over \$80,000 “of long-distance telephone charges placed by a computer ‘hacker’ who illegally gained access to Defendants’ phone system....” Community Health Group, 931 F. Supp. at 721. At the time the calls were made, Defendants did not presubscribe to AT&T’s service but rather used another carrier to handle their long distance calls. Id. at 722. AT&T moved for summary judgment, asserting that although Defendants utilized another long distance company, they created an “inadvertent carrier-customer relationship” with AT&T by failing to adequately protect their telephone system from fraud. Id. As customers of AT&T, Defendants were liable for all calls which originate from their telephone number, including those made by persons unauthorized by Defendants to use their system. Id.

The starting point for the Court’s discussion was the definition of “customer” pursuant to AT&T’s tariff and the cases which have construed the

¹ Community Health Group involved AT&T FCC Tariff No. 1, the relevant provisions of which are identical to AT&T FCC Tariff No. 30 which is involved in this case.

tariff. “[T]he term ‘customer’ is defined as ‘the person or legal entity which orders service (either directly or through an agent) and is responsible for payment of tariffed charges for services furnished to that Customer.’” *Id.* at 722. Telephone service can be ordered in one of two ways - either affirmatively or constructively:

The FCC has held that a party can “order” [service] and thus become an AT&T “customer” by either (1) “affirmatively” ordering the service through, e.g., presubscribing ... or (2) “constructively” ordering AT&T [service] and creating an “inadvertent carrier-customer relationship” by failing to take steps to control unauthorized charging of AT&T long distance calls to the party’s telephone number.

Id. at 722 (emphasis added). In this regard, the Court relied on the FCC’s decision in United Artists Payphone Corp., *supra*, in which the FCC held that AT&T’s service could be constructively ordered: “The FCC’s interpretation of tariff provisions is afforded great deference because ‘the construction of a statute by those charged with its execution should be followed unless there are compelling indications that it is wrong.’” *Id.*

In reviewing the case before it, the Court was satisfied that Defendants had not adequately protected their system from fraud: “Indeed, other than the conclusory assertions that [Defendants] took ‘affirmative safeguarding measures,’

Defendants have come forth with no showing that they acted in any way to control the unauthorized charging of AT&T calls to their system before the fraud occurred.” Id. at 723. The Court explained:

All of Defendants’ declarants state that prior to the incidents at issue here, SYHC’s directors and employees were “not [even] aware of the issue of toll fraud being a problem anywhere.” Defendants have presented no evidence that they or their equipment lessors took any steps to implement line-blocking features, institute an operator-screening service, undertake their own line-monitoring, or follow any of the other “affirmative safeguarding measures” that the FCC has recognized as a valid defense to a “constructive ordering” allegation. *E.g., United Artists Payphone Corp.*, 8 F.C.C.R. at 5566; *In the Matter of Atlantic Telco and Tel and Tel Payphones, Inc.*, 8 F.C.C.R. 8119, 8120, 1993 WL 468173 (1993). Defendants’ declarants uniformly testified that no such protective measures were instituted until after AT&T contacted SYHC in October 1992 to inform SYHC of the unusual calling activity on its lines.

Id. at 723 (emphasis added). Not finding any issue for trial, the Court granted AT&T’s motion in its entirety.

As in Community Health Group, Defendant in the case at bar became AT&T's customer (and is thus liable for the disputed charges) because it failed to adequately protect its telephone system from fraud and abuse.

To date, Defendant has not produced any evidence that it took reasonable steps to prevent the creation of an inadvertent carrier-customer relationship with AT&T or to control the unauthorized use of its telephone system. In light of Defendant's failure to do so, it is undisputed that Defendant was AT&T's customer and constructively ordered service from AT&T.

D. As A Customer, Defendant Is Liable For All
Telecommunication Services Provided Under the Tariff

Every AT&T customer is obligated to pay AT&T for all calls originating from the customer's telephone number. See AT&T FCC No. Tariff 30, § 3.4.1(A); AT&T v. New York City Human Resources Admin., supra. See also Chartway Techs., Inc. v. AT&T Communications, 6 FCCR 2952 (1991). This obligation exists even in those instances where an unauthorized individual has gained access to a telephone system and made calls without the consent and authorization of the customer. Id.

AT&T v. New York City Human Resources sets forth the governing law on this issue. In that case, the City of New York purchased a PBX for three city offices. Pursuant to AT&T Tariff FCC No. 1 (the same AT&T Tariff applicable

here), AT&T provided long distance service to these offices through the City's PBX. A technician employed with the City and familiar with the PBX manipulated the City's system so that an off-site caller could call into the PBX, obtain an outgoing line and place long distance calls through the AT&T network. Unauthorized individuals placed over \$500,000 of AT&T calls in this fashion.

The District Judge granted AT&T's motion for summary judgment for the amount in dispute. Relying on the FCC decision in Chartway Techs. and several other federal cases, the Court "reaffirmed the longstanding principle holding a customer liable for all [long distance] calls made from the customer's phone system, including those made by unauthorized callers through a PBX's remote access feature." Id. at 971. (emphasis added).

The Court began its analysis with the unambiguous payment obligation in AT&T's tariffs (including AT&T FCC Tariff No. 30 in this case) which provide that the customer is responsible to pay all bills for calls or services:

- originated at the customer's numbers,
- accepted at the customer's numbers (e.g. collect calls),
- billed to the Customer's number via Third Number Billing if the Customer is found

to be responsible for such call or service, the use of a calling card, or the use of a Company-assigned Special Billing Number, and

- incurred at the specific request of the customer.

Id. at 970-71.

Secondly, the Court determined that the calls “originated” at the City’s number. Id. at 973. “Common sense and the relevant case law clearly indicate that the plain language of the Tariff term “originated at” must be interpreted to mean that remote access calls, whether authorized or not, placed through a PBX originate at the PBX.” Id. See also AT&T v. Jiffy Lube Int’l, Inc., 813 F. Supp. 1164, 1167 (D. Md. 1993) (“ [T]he word ‘originated’ means that the calls in issue originated at Jiffy Lube’s number when, after the ‘computer hacker’ dialed the MCI 800 number and after that hacker reached that number and dialed the code “LUBE”, the hacker was thereby able to access the AT&T long distance line running out of Jiffy Lube’s Baltimore office.”) The Court specifically rejected the City’s claim that it was relieved of responsibility because the calls had been made “off-site”. To hold otherwise, “would lead to a nonsensical result....” AT&T v. New York City Human Resources Admin., 833 F. Supp. at 973. “If a remote access call were held ‘to originate’ at the off-premises handset, authorized off-premises callers would

escape paying for their service calls using their PBX's remote access feature.” Id.

(emphasis added).

In sum, the Court held,

While the City argues that it is not responsible for remote access LDMTS calls “billed to HRA's PBX, all the above cited cases reaffirm well settled law that, under the Tariff, a customer is responsible for all calls placed from his or her telephone number, whether authorized or not. The Court agrees with the highly persuasive analysis of the above cited cases and finds that the meaning of the phrase “originated at” contained in the Tariff is clear and unambiguous under the circumstances of the instant case. The plain meaning of the Tariff requires the Court to conclude that remote access calls placed through a PBX's remote access feature “originate at” that PBX. Accordingly, in the instant case, the Court finds that the remote access LDMTS calls billed to HRA's PBX, whether authorized or not, “originated at” HRA's number.

Id. See also AT&T v. Intrend Ropes & Twines, Inc., 944 F. Supp. 701 (C.D. Ill., 1996) (fraudulent calls placed by “hackers” originated at customer's number within meaning of Tariff making customer liable for calls); Jiffy Lube, supra, (Court granted AT&T's motion for summary judgment rejecting the claim that calls made by unauthorized customers did not originate at customer's PBX); Industrial Leasing Corp. v. GTE Northwest, Inc., 818 F. Supp. 1372 (D. Or. 1992)

(customer's request for declaratory judgment denied as customer responsible for calls caused by remote access fraud.)

As set forth above, Defendant was an AT&T customer at the time the subject calls were made. The calls in dispute originated at Defendant's telephone numbers and were billed to the account established for Defendant by AT&T.

AT&T presented Defendant with invoices for the amount due in the ordinary course. Defendant did not make payment, despite AT&T's repeated demands for same, compelling AT&T to file the within action. The principal amount due from

Defendant's failure to remit the sums owed is premised solely on Defendant's assertion that the subject calls were fraudulently made. However, Defendant cannot rely upon the alleged improper access of its telephone system as a "defense" to nonpayment.² In New York City Human Resources, supra, the Court soundly rejected the argument that the payment obligation set forth in AT&T's Tariff is abrogated by the occurrence of toll fraud. As an AT&T customer, Defendant is obligated to pay for all calls which originate from its telephone number - regardless of whether the calls were placed through

² Nor can Defendant assert that AT&T failed to warn Defendant of the possibility of fraudulent use of Defendant's telephone system. See e.g., New York City Human Resources, 833 F. Supp. at 977. ("The Tariff applicable to the instant action does not place a duty upon AT&T to warn its customers of the possibility of remote access fraud nor does the City provide any argument as to how the Tariff imposes such a duty.").

unauthorized access to Defendant's telephone system. See Community Health Group, 931 F. Supp. at 723 ("a customer is liable for all long-distance calls made from its on-premises PBX, regardless of whether such calls were authorized or fraudulent; ... calls still 'originate' from a customer's PBX system even if access to the PBX was gained from a remote location."); Jiffy Lube, 813 F. Supp. at 1167. ("[T]he meaning of the tariff is unambiguous. The tariff squarely places responsibility upon a customer ... for calls, whether or not authorized, which 'originated' at the customer's number."). Simply put, Defendant is without a defense to this action and is liable to AT&T in full.

As, stated above, this action was brought by Plaintiff against Defendant for money due and owing Defendant's account with Plaintiff. Plaintiff has sued to recover \$20,583.34, which is the principal amount due and payable on Defendant's account, plus pre-judgment interest calculated at a rate of 18% and attorney's fees plus court costs.

The Defendant in its Answer denied the indebtedness. The defenses are totally and completely overcome by the Affidavit of Delain Dunn (See Exhibit "1"), which sets forth the transactions with regard to this case and completely accounts for said indebtedness, and shows that the services were provided by Plaintiff. The Affidavit of Delain Dunn, as agent and employee of Plaintiff, is

sufficient to support a Summary Judgment in favor of Plaintiff. *See, Lawhorn vs. Atlantic Refining Co.*, 299 F.2d 353, 357-358 (5th Cir. 1962).

E. AT&T Is Entitled To Attorney's Fees And Costs

Under AT&T FCC Tariff No. 30, all customers are responsible for the sums expended by AT&T in suits brought to collect unpaid invoices for telecommunication services:

In the event the Company incurs fees and expenses, including attorney's fees, in collecting or attempting to collect, any charges owed by the customer, the customer shall be liable to the company for the payment of all such fees and expenses incurred.

AT&T FCC Tariff No. 30, § 3.5 E. As noted above, Tariffs carry the force and effect of federal law. *See AT&T v. New York City Human Resources Admin.*, supra. The customer's knowledge of and consent to the Tariff - including those provisions which impose obligations upon the customer - is presumed. *See Pay Phone Concepts*, 904 F. Supp. at 1207. As such, Defendant cannot assert that it was unaware of this provision as a defense to its enforcement here. AT&T's costs in this case are solely attributable to Defendant's failure to remit the amount outstanding to AT&T. Defendant is obligated to pay AT&T's fees and costs in this

matter, in addition to the principal amount of \$20,583.34 under AT&T FCC Tariff No. 30 and applicable case law.

CONCLUSION

For all the reasons set forth herein, AT&T's motion for Summary Judgment should be granted in all respects.

This 10th day of October, 2007

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

/s/ Dan D. Wright, Jr.

Dan D. Wright, Jr.

Georgia Bar No. 777731

Attorneys for Plaintiff

3500 Lenox Road
4th Floor, One Alliance Center
Atlanta, Georgia 30326
(404) 926-4500
(404) 926-4600 (facsimile)

CERTIFICATE OF SERVICE

I hereby certify that on OCTOBER 10, 2007, I electronically filed **PLAINTIFF'S BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the following attorneys of record. I have also served this document by U.S. mail to the following attorneys of record:

ELIZABETH CATHERINE HELM, ESQ.
MORRIS, MANNING & MARTIN, LLP
1600 ATLANTA FINANCIAL CENTER
3343 PEACHTREE ROAD, NE
ATLANTA, GA 30326-1044

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Email: danwright@wncwlaw.com

UNITED STATES DISTRICT COURT
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GEORGIA, INC., A GEORGIA NON-
PROFIT CORPORATION,

DEFENDANT.

CIVIL ACTION

FILE NO. 1:07-CV-0588-ODE

AFFIDAVIT

STATE OF New Jersey

COUNTY OF Middlesex

Personally appeared before the undersigned attesting officer authorized to administer oaths, Delain Dunn, who after being duly sworn, on oath deposes and says the following based upon his/her personal knowledge and belief:

1.

I am employed by and hold the position of Senior Associate with the Fraud Resolution Group of Plaintiff's company.



2.

This Affidavit is made by me to be used in support of Plaintiff's Motion for Summary Judgment.

3.

I am familiar with the business records of the Plaintiff and, in particular, I am familiar with records involved in this transaction, which is the subject matter of this law suit. These records are kept under my supervision and control.

4.

The business records of the Plaintiff were made in the regular course of business, and it is the regular course of business to make such records.

5.

The entries of the records of the Plaintiff were made at or near time of the transaction to which they refer.

6.

I have relied upon said business records and upon my own personal knowledge of this account in making this Affidavit. True and correct copies of the business records relied upon are attached hereto as Exhibit "A".

7.

Plaintiff provided telecommunication services to Defendant and

Defendant was a customer of Plaintiff's at the time the charges to Defendant's account with Plaintiff were incurred.

8.

All of the services described in Plaintiff's Exhibit "A", and/or Plaintiff's invoices were provided by Plaintiff.

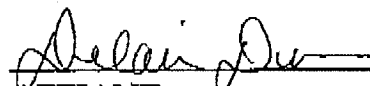
9.

No payment has been made by Defendant on the indebtedness represented by Plaintiff's Exhibit "A" and/or Plaintiff's invoices, and Defendant is indebted to Plaintiff in the principal sum of \$20,583.34, the amount reflected on Plaintiff's Complaint, plus prejudgment interest at 18% per annum and reasonable attorney's fees.

10.

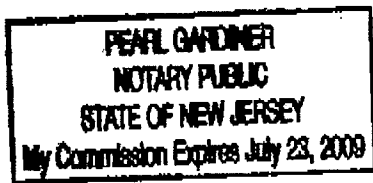
Demand has been made upon Defendant for the balance due on said services, but Defendant has failed to pay, and has made no payment to reduce the balance below the principal amount of \$20,583.34. The principal amount of \$20,583.34, plus prejudgment interest at 18% per annum and reasonable attorney's fees is now due and owing to Plaintiff.

FURTHER AFFIANT SAYETH NOT.


AFFIANT

Sworn to and subscribed to
BEFORE ME THIS 5th DAY OF
October, 2007.


NOTARY PUBLIC





SP/BOC Memorandum

- Initial Recourse
- Final Recourse
- Manual Threshold

NPA 404	Tel. No. 688-9300-601
OTN (if applicable) - -	

Customer	Originator BellSouth IPOC
CBR No.	Address 304 Pine Ave, 4th Floor
Bill Name, Address, City, State, Zip PLANNED PARENTHOOD OF GEORGIA INC 75 PIEDMONT AVE SUITE 800 ATL GA 30303	City Albany, GA 31701
	Issued By ZaRITA COLTER
	Date (Mo., Date, Yr.) 05 / 10 / 06 Co. Tel. No. 1-866-697-7861
Bill Date (Mo., Date, Yr.) 12 / 07 / 05	Service Provider ATT ID Code C00288
<input type="checkbox"/> Res. <input checked="" type="checkbox"/> Bus	Destination Location
<input checked="" type="checkbox"/> Live <input type="checkbox"/> Final	Street Address
<input type="checkbox"/> Coin <input type="checkbox"/> Mis.	City
	State
	Zip

Adjustment Issued By BOC Itemized Details Attached

Uncollectible	Amount	\$ 9794.61	Type Claim (Note Explanation in Appropriate Action Field Below) <input type="checkbox"/> DAK <input type="checkbox"/> Suspected Fraud <input type="checkbox"/> International <input type="checkbox"/> Refusal To Pay <input type="checkbox"/> Other <input type="checkbox"/> Date Calling Card Cancelled
	Federal Tax		
	City/State		
	Special Charge		
	Total		

Authorized To Adjust By Service Provider Itemized Details Attached

Correct Charges	Amount		Uncollectible	Amount		Sustain Rebill	Amount		Type Claim <input type="checkbox"/> CNC <input type="checkbox"/> WNO <input type="checkbox"/> Serv. Chg. <input type="checkbox"/> DAK <input type="checkbox"/> CTO <input type="checkbox"/> Mo. Rate <input type="checkbox"/> Rate/Time <input type="checkbox"/> PTR <input type="checkbox"/> OC&C <input type="checkbox"/> Rebill <input type="checkbox"/> Coin <input type="checkbox"/> Other <input type="checkbox"/> Flat Adjustment
	Federal Tax			Federal Tax			Federal Tax		
	City/State			City/State			City/State		
	Special Charge			Special Charge			Special Charge		
	Total			Total			Total		

Total Adjustment ▶

Action Required

- Claim Pending
- Claim Closed
- Issue Adjustment
- OCP
- Request Wire Check
- Other

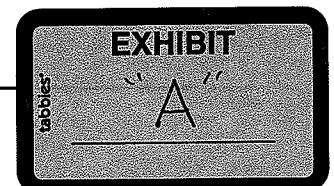
Explanation Of Action Required

BD 12/05 IT AL --

Action Taken/Response

- Contractual Time Frame Expired
- Insufficient Reason to Sustain
- Credit Never Posted
- Up-front Adjustment
- Per Reply OK to Adjust

Recourse Disputed Adjustment - Original SP/BOC Memo and Call Details Sent 04 / 04 / 06



AT&T (ATX.C00288)

CHARGES FOR DEPARTMENT IDENTIFIER - BISPR BILLING NUMBER 404 688-9300 601

PAGE 00024

ITEMIZED CALLS

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER	RC	MIN	TAX CODES	AMT	IMSELCK	SERNUM
1.DEC	03	024A SAUDI ARAB	96614113462	ATLANTA	GA 404 688-9300	R	000001A	F	9.14 & NL2NOJ3		5
2.DEC	03	026A SAUDI ARAB	96614113462	ATLANTA	GA 404 688-9300	R	000446A	F	1949.48 & NL2NOJ3		2
3.DEC	03	028A SAUDI ARAB	96612866579	ATLANTA	GA 404 688-9300	R	000735A	F	3474.99 & NL2NOJ3		2
4.DEC	03	049A SAUDI ARAB	96614130986	ATLANTA	GA 404 688-9300	R	000490A	F	2181.74 & NL2NOJ3		3
5.DEC	06	000A SAUDI ARAB	96614968994	ATLANTA	GA 404 688-9300	R	000003A	F	19.69 & NL2NOJ3		3
6.DEC	06	003A PHILIPPINE	6327275388	ATLANTA	GA 404 688-9300	R	000048A	F	292.14 & NL2NOJ3		3
7.DEC	06	004A PHILIPPINE	6324569244	ATLANTA	GA 404 688-9300	R	000091A	F	550.39 & NL2NOJ3		4
8.DEC	06	005A SAUDI ARAB	96614968994	ATLANTA	GA 404 688-9300	R	000002A	F	14.41 & NL2NOJ3		0
9.DEC	06	007A SAUDI ARAB	96614968994	ATLANTA	GA 404 688-9300	R	000002A	F	14.41 & NL2NOJ3		8
000010.DEC		0011ASAUDI ARAB	96614968994	ATLANTA	GA 404 688-9300R		000186A				

FEDERAL EXCISE TAX

TOTAL REGULATED FEDERAL EXCISE TAX	285.28
TOTAL OF TAXES AND SURCHARGES	285.28
TOTAL REGULATED ITEMIZED CALLS	9,509.33
TOTAL NONREGULATED ITEMIZED CALLS	.00
TOTAL INTERNATIONAL CALLS FOR 404 688-9300	9,509.33
TOTAL ITEM CALLS FOR DI - BISPR	9,509.33
TOTAL FOR DEPARTMENT IDENTIFIER - BISPR	9,509.33

Dec 6th mobile 966508200527 @ 172.77
 (this call was not recouped, but the customer has that call on the invoice)

830.17

AT&T (ATX,C00288)

BILLING NUMBER 404 688-9300 601

PAGE 00025

TOTAL ITEMIZED CALLS

TOTAL REGULATED ITEMIZED CALLS

TOTAL NONREGULATED ITEMIZED CALLS

TAXES AND FRANCHISE

12.FEDERAL EXCISE TAX

TOTAL REGULATED FEDERAL EXCISE TAX

TOTAL NONREGULATED FEDERAL EXCISE TAX

TOTAL CURRENT CHARGES FOR AT&T

MOVING? ADDING LOCATIONS? NEED ADVICE ON LONG DISTANCE SERVICE? CALL AT&T ON 1 800 22 THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO A.I.M.T.

9,509.33

9,509.33
.00

285.28

285.28
.00

9,794.61

CALL AT&T ON 1 800 22

Account Number	Bill Close Date	Payment Due
059 064 9917 001	12/28/05	1/28/06

PLANNED PARENTHOOD REF # 404 688 9300

For Billing Inquiries 1 800 847-3595
 To Place an Order 1 800 222-0400
 For Repair Service 1 800 222-3000

AT&T Business Service

Total Current Charges		Account Status	
LONG DISTANCE CHARGES		PREVIOUS BALANCE	.00
DIRECT DIALED	9,207.53	TOTAL CURRENT CHARGES	\$10,788.73
TOTAL LONG DISTANCE CHARGES	\$9,207.53	TOTAL AMOUNT DUE	\$10,788.73
TOTAL FEES	1,266.96		
TAXES AND SURCHARGES	314.24		
TOTAL CURRENT CHARGES	\$10,788.73		

******IMPORTANT MESSAGES ABOUT YOUR ACCOUNT******

Account Status

Please submit all telephone line or calling card additions, deletions or changes directly to AT&T, by calling the billing inquiry number on the first page of your bill.

bb

Just For Your Business

A fully featured phone system! The AT&T E5865 is a 5.8 GHz expandable cordless telephone system. Add up to eight additional E580-1 handsets (sold separately), which can be placed anywhere around the house without adding jacks. Enjoy the enhanced security and clarity of 5.8 digital spread spectrum and the convenience of a built-in digital answering system, with dial-in base speakerphone. The AT&T E5865 includes: Caller ID/call waiting capability, polyphonic musical ring tones, 50 name/number directory and a large, lighted handset display with graphics. Order the AT&T E5865 and additional handsets today by calling 1-888-722-7702, or visit us at <http://www.telephones.att.com>. Retail Price for the AT&T E5865 is \$129.95. Additional E580-1 handsets are \$49.95 each.

 If your business has been affected by Hurricane Katrina visit <http://att.com/hurricanebillrelief> for information on receiving hurricane billing relief.

See next page for more news!

**PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
 MAKE SURE THAT THE AT&T P.O. BOX ADDRESS SHOWS THROUGH THE ENVELOPE WINDOW.
 AT&T WILL NO LONGER REPLY TO COMMENTS ON THIS DOCUMENT. SUBMIT ALL CORRESPONDENCE TO www.att.com/cus tomercare**

TO ENSURE PROPER CREDIT, PLEASE DETACH AND RETURN WITH REMITTANCE.

011877 2 MB .563 F19
 !303033026000!
 PLANNED PARENTHOOD
 OF GEORGIA INC
 100 EDGEWOOD AVE NE
 ATL, GA 30303-3026



Account Number: 059 064-9917 001
 Bill Close Date: 12/28/05
 Payment Due: 1/28/06

Check here for name/
 address telephone
 number corrections
 only. See reverse side.

AT&T
 P O BOX 9001310
 LOUISVILLE KY 40290-1310
 !402901310109!

Total Amount Due: **\$10,788.73**
 Amount Enclosed: **\$**

05906499170010680000001078873000107887300000000007

Account Number	Bill Close Date	Payment Due
059 064 9917 001	12/28/05	1/28/06

PLANNED PARENTHOOD

REF # 404 688 9300

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bb

Regulatory News

You are requested to provide in writing to AT&T, within six months of the date of this bill, any dispute with respect to the charges on this bill; unless a shorter period applies under your contract or the State Tariff.
http://serviceguide.att.com/servicelibrary/business/ext/state_tariff_buss.cfm

The terms, conditions and charges that apply to all your detariffed AT&T services can be viewed at the AT&T web site: <http://www.att.com/business/agreement>. Important limits of liability apply, including: AT&T is not liable for indirect or consequential damages (such as your lost profits or other economic loss), and direct damages during any 12 months cannot exceed one month of your payments for affected service.

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at <http://www.att.com/serviceguide/business>. Price changes will be posted at this AT&T web site before they apply to your bill. If you do not have access to the Internet, please contact your AT&T Sales Representative or Customer Care Center for information.

Thank you for using AT&T where every customer counts

Account Number	Bill Close Date	Payment Due
059 064 9917 001	12/28/05	1/28/06

PLANNED PARENTHOOD REF # 404 688 9300

Regulatory Fees and Other Surcharges

ITEM	EXPLANATION	CHARGES	
FEES BILLED TO: 0590649917001			
LONG DISTANCE			
1	UNIVERSAL CONNECTIVITY CHARGE	939.17	
2	ADMINISTRATIVE EXPENSE FEE	81.03	
3	PROPERTY TAX ALLOTMENT	137.19	
4	FEDERAL REGULATORY FEE	109.57	
TOTAL LONG DISTANCE FEES:			\$1,266.96
TOTAL BILLED TO: 0590649917001			\$1,266.96
TOTAL FEES:			\$1,266.96

Taxes and Surcharges

ITEM	EXPLANATION	CHARGES	
CHARGES BILLED TO: 0590649917001			
LONG DISTANCE			
5	FEDERAL TAX	314.24	
TOTAL LONG DISTANCE TAXES:			\$314.24
TOTAL BILLED TO: 0590649917001			\$314.24
TOTAL TAXES AND SURCHARGES:			\$314.24

Call Detail

No	Date	Time	Place	Area/Number	Mins	Call Type	Rate Period	Amount
LONG DISTANCE CALLS								
LONG DISTANCE CHARGES BILLED TO: 059 064 9917 001								
LONG DISTANCE CALLS BILLED TO: 404 688-9300								
6.	DEC 08	11:32A	PHILIPPINE PH	06323330080	1	DDC	ECON	11.59
7.	DEC 08	11:33A	PHILIPPINE PH	06323330080	1	DDC	ECON	11.59
8.	DEC 08	11:34A	PHILIPPINE PH	06323330080	2	DDC	ECON	23.18
9.	DEC 08	11:36A	PHILIPPINE PH	06323330080	404	DDC	ECON	4,682.36
10.	DEC 08	11:38A	PHILIPPINE PH	06327275388	12	DDC	ECON	139.08
11.	DEC 08	11:42A	SAUDI ARAB SR	096614968994	398	DDC	STAN	4,258.60
12.	DEC 08	11:52A	PHILIPPINE PH	06327275388	1	DDC	ECON	11.59
13.	DEC 08	11:53A	PHILIPPINE PH	06327275388	6	DDC	ECON	69.54
TOTAL CHARGES								\$9,207.53
TOTAL AT&T CALL CHARGES								\$9,207.53