

ORIGINAL

FILED IN CLERK'S OFFICE
U.S.D.C. Atlanta

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MAR 13 2007

JAMES N. HATTEN, CLERK
By: *[Signature]* Deputy Clerk

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

Plaintiff, :

vs. :

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

Defendant. :

CIVIL ACTION

1:07-CV-0588

FILE NO. _____

ODE

COMPLAINT

COMES NOW the Plaintiff, AT&T Corp. ("AT&T"), a New York corporation, by and through its attorneys, and sues the Defendant, PLANNED PARENTHOOD OF GEORGIA, INC., a Georgia non-profit corporation, and for cause says:

JURISDICTION

1.

Jurisdiction in this Court over Count I of this Complaint is proper under 28 U.S.C. Section 1331, as Defendant's liability arises under a tariff filed with the

Federal Communications Commission (the "F.C.C.") and pursuant to Section 203 of the Federal Communications Act of 1934, 47 U.S.C. § 201, *et seq.*, as amended.

2.

Venue in this Court is proper under 28 U.S.C. § 1391(b)(1).

PARTIES

3.

AT&T is a New York corporation with its principal place of business located at 32 Avenue of the Americas, New York, New York, and was at all times pertinent to this action authorized to do business in the State of Georgia.

4.

Upon information and belief, the Defendant, Planned Parenthood of Georgia, Inc., a Georgia non-profit corporation, with its principal place of business located at 75 Piedmont Avenue, N.E., Suite 800, Atlanta, Fulton County, Georgia 30303, was at all times pertinent to this action doing business in the State of Georgia.

COUNT I

5.

Plaintiff restates the allegations contained in Paragraphs 1 through 4 and incorporates them by this reference.

6.

As a result of usage by Defendant and/or third-party callers utilizing Defendant's outgoing telephone lines, Twenty Thousand Five Hundred Eighty Three and 34/100 Dollars (\$20,583.34) in charges accrued over the Plaintiff's network between December 3, 2005 December 8, 2005.

7.

On or about April 19, 2006, the Defendant acknowledged that these charges accrued due to third-party callers gaining unauthorized access to their onsite telecommunications equipment and thereby their outgoing telephone lines. (See Exhibit "A" attached hereto and incorporated herein by reference.)

8.

At all times relevant to this action, AT&T provided telecommunication services pursuant to AT&T Tariff F.C.C. No. 1 or the Business Communications Services Agreement. (See Exhibit "B" attached hereto and incorporated herein by reference.)

9.

AT&T Tariff F.C.C. No. 1 § 2.4 and Business Communications Services Agreement § 4(a) make Defendant responsible for the payment of bills for telecommunication calls and services.

10.

Pursuant to AT&T Tariff F.C.C. No. 1 § 2.5 and Business Communications Services Agreement § 4(c), payment is due upon within at most thirty (30) days from the date of invoice.

11.

Plaintiff has demanded Twenty Thousand Five Hundred Eighty Three and 34/100 Dollars (\$20,583.34) from the Defendant for services rendered to date.

12.

Defendant failed and refused to pay the Twenty Thousand Five Hundred Eighty Three and 34/100 Dollars (\$20,583.34) demanded.

13.

There remains unpaid a balance due and owing to AT&T for telecommunication services in the amount of Twenty Thousand Five Hundred Eighty Three and 34/100 Dollars (\$20,583.34).

14.

WHEREFORE, AT&T prays that Judgment be entered as follows:

a. Awarding AT&T Twenty Thousand Five Hundred Eighty Three and 34/100 Dollars (\$20,583.34) for the service provided;

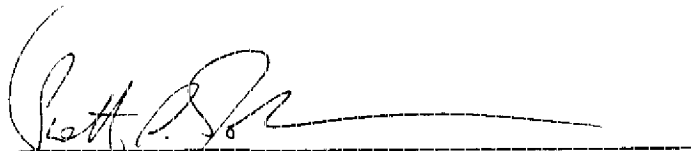
b. 1.5% per month interest on said amount from the demanded due date until paid in full, pursuant to the Tariff No. 1, § 2.5.4 and Business Communications Services Agreement § 4(c);

c. Awarding AT&T its costs and disbursements, including attorneys' fees, of prosecuting this action, pursuant to Tariff No. 1, § 2.5.3(E) and Business Communications Services Agreement § 4(c);

d. Granting AT&T such other and further relief as this Court may deem just and proper in the circumstances.

This 12th day of March 2007

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



Scott A. Johnson
Georgia Bar No. 392092
Attorneys for Plaintiff

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



Fraud Resolution Group

Delain Dion

30 Knightsbridge Rd, Room 33D41

Piscataway, NJ 08854

v: 732-652-1766

f: 732-652-1768/1769

April 06, 2006

Via Airborne Express

2-day Delivery

Regina Cofer

Planned Parenthood Of Georgia

75 Piedmont Avenue NE

Atlanta, GA 30303

Re: FTS Case #: 1681242

Account #: 0590649917001

Dear Regina Cofer,

On behalf of AT&T, we would like to acknowledge receipt of your toll fraud dispute and outline the procedure for formalizing your claim. We understand the seriousness of this type of occurrence and are committed to resolving this matter promptly and amicably.

This investigation is only intended to document and substantiate your claim. In order to facilitate claim processing and proceed with our investigation, please document the details of your claim in the blanks below.

Note: You may receive invoices from your Local Exchange Carrier that contain AT&T billing charges. The Local Exchange Carriers may bill you as our billing agent. When there is a disputed charge, such as toll fraud, the Local Exchange Carrier may remove these charges from the invoice and refer it back to AT&T to resolve. This process is for administrative purposes ONLY and should not be construed as our waiver of payment for these charges.

Total dollar amount of the disputed calls, including taxes: \$10,785.33

Account number(s): 059 024 9917 001

Name of AT&T Account Executive (if applicable): _____

Telecommunications equipment involved (manufacturer of your telecommunications system / PBX, voice mail, etc.): Nortel BCM 1000

To the best of your knowledge, has the fraud stopped?: YES

First date of fraudulent calls: 12/03/05 Last date of fraudulent calls: 12/07/05

Date system was installed: 11-03-05 Date system was secured: 12-2-05

A brief synopsis of how the fraud occurred (please attach additional sheets, if necessary):

Voice Mail Forwarding feature appeared to be compromised

What security measures has your company taken to prevent this type of fraud from happening again?:

- ① Disabled Voice Mail Forwarding Feature
- ② Reset + required non-routine passwords
- ③ Disconnected BCM to stop use
- ④ Monitor BCM online on Voice Mail boxes

Business Name (if different than above): _____

Business Address: 75 PIEDMONT BLVD, STE 800, ATLANTA, GA 30303

Customer Signature: [Signature] Printed Name: Bill Dunn

Title: CEO/VP-Admin Date: 4-19-06

Reach Number: 404-688-9305 x311 email address: bill.dunn@ppfa.org

This completed form ALONG WITH COPIES OF YOUR BILLS DETAILING THE CALLS YOU BELIEVE WERE UNAUTHORIZED (YOU ONLY NEED TO PROVIDE THE PAGES THAT DISPLAY THE DISPUTED CALLS AND THE SUMMARY OF CHARGES PAGE), must be mailed or faxed on or before 4/20/2006 in order to avoid any collection activity on your account. WITHOUT APPROPRIATE DOCUMENTATION, YOUR CLAIM MAY BE DENIED. All other amounts not in dispute should be paid by their appropriate due date to the address listed on your invoice. Please forward this documentation to the following address or the fax number on page one:

Delain Dunn
AT&T ERG
30 Knightsbridge Rd, Room 33D41
Piscataway, NJ 08854

If you have any questions regarding this matter, you can reach me at 732-652-1766.

Sincerely,

for [Signature]
Delain Dunn
Enclosure

To learn more about NetPROTECT Services and how to protect your company from future toll fraud, contact the Service Establishment Group at 1-800-NET-SAFE or visit our web site at <http://www.att.com/netprotect>. Additionally, AT&T maintains a Toll Fraud Security Group around the clock to help businesses that suspect unauthorized use of their telephone systems. If you believe your company is experiencing toll fraud please contact Network Security at 1-800-821-8235.

PLEASE READ THIS AGREEMENT CAREFULLY



Business Communications Services Agreement

Your use of the AT&T Services provided under this Agreement constitutes your acceptance of the terms of this Agreement. If you do not agree with the terms of this Agreement, do not use the Service and immediately contact your AT&T customer care center or sales representative to cancel the Service.

1. AT&T SERVICES

- a. Services Covered.** This Agreement applies to AT&T business services ("Services") not covered under a tariff or signed agreement. This Agreement does not apply to AT&T Term Plan arrangements, or to other AT&T services that you purchase under a separate contract or AT&T Tariff.
- b. Additional Terms.** The AT&T Service Guide (which includes prices, service descriptions and other terms) pertaining to your Services is incorporated into this Agreement by reference and is considered part of the Agreement. You can review the AT&T Service Guide at <http://www.att.com/serviceguide/business>. If you do not have access to the Internet, you may call your AT&T customer care center for assistance.

2. CHANGES

AT&T may from time to time change the prices and other terms of this Agreement. CHANGES WILL BE POSTED AT THE AT&T INTERNET SITE SPECIFIED ABOVE BEFORE THE BILLING PERIOD IN WHICH THE CHANGES BECOME EFFECTIVE. Your use of the Services after the changes are effective constitutes your acceptance of them.

3. RESPONSIBILITIES OF THE PARTIES

- a. AT&T.** AT&T agrees to provide Services to you subject to the availability of the required service components and in accordance with this Agreement.
- b. Customer.** You warrant that use of the Services and Content of communications by you and those who access or use the Services purchased by you ("Users") will at all times comply with all applicable laws, regulations and instructions for use. "Content" includes information made available, displayed or transmitted in connection with the Services. No actions or inaction by AT&T shall constitute review or approval of your or Users' use or Content. You are responsible for ensuring that all of the equipment that

you and Users use is compatible with the Services.

c. Fraudulent Use. If you suspect that the Services provided to you have been fraudulently used, you must immediately notify AT&T.

d. Indemnity. AT&T grants to you the right to permit Users to access and use the Services, provided that you shall remain solely responsible for the access and use by any User of the Services. You shall defend, indemnify and hold harmless AT&T from and against all Damages arising out of third party claims relating to Your or Users' use of the Service or Content or performance of the Service.

4. CHARGES/PAYMENTS

a. Generally. You agree to pay AT&T for your and Users' use of the Services at the charges specified in the AT&T Service Guide, as amended from time to time, without deduction, setoff or delay for any reason. At any time, AT&T may require you to pay a deposit or increase an existing deposit as a condition of providing Services. You authorize AT&T to investigate your credit history at any time and to share credit information about you with credit reporting agencies.

b. Taxes/Regulatory Surcharges. Charges as stated in the AT&T Service Guide are exclusive of any applicable taxes. You are responsible for all taxes, gross receipts taxes, fees and surcharges relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent that you provide AT&T with a valid tax exemption certificate before AT&T provides Services to you. You are responsible for payment of surcharges, including but not limited to UCC, USF, PICC and payphone charges, specified in the AT&T Service Guide.

c. Payment. Payment of all charges is due within thirty (30) days after the date of invoice, in U.S. currency. Restrictive endorsements or other statements on checks accepted by AT&T will not apply. You will be responsible for reimbursing AT&T for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. If AT&T does not receive payment by the due date, you may be charged interest on any unpaid balances at the rate of up to 1 1/2% per month or the maximum rate allowed by law.

d. Billing Disputes. IF YOU DISPUTE CHARGES ON YOUR BILL, YOU MUST NOTIFY AT&T IN WRITING OF THE DISPUTE WITHIN SIX (6) MONTHS OF THE DATE ON THE AFFECTED BILL, OR ELSE YOU WAIVE THE DISPUTE.

5. DEFAULT/TERMINATION

You can end this Agreement at any time just by giving us notice and AT&T can do the same. If any of the Services are toll switched telephone service, you may terminate these Services only by contacting your local exchange provider or by contacting a new service provider to order service. You will be responsible for payment of all charges due under this Agreement through the effective date of termination. Additionally, AT&T may immediately terminate, restrict or suspend your Services without notice to you if: you fail to pay AT&T any charges when due; you make any false statement to AT&T; AT&T suspects fraud, abuse or misuse by you, Users or third parties; AT&T believes your or Users' use or Content may violate this Agreement or any laws or regulations or interferes in any way with AT&T's provision of AT&T services to its customers or its business operations; or you become insolvent or are subject to any proceeding under bankruptcy or similar laws.

6. LIMITATIONS OF LIABILITY

a. For purposes of all indemnity obligations, exclusive remedies and limitations of liability set forth in this Agreement, "AT&T" shall be defined as AT&T, its affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; "Customer" shall be defined as Customer, its affiliates, and its and their employees, directors, officers, agents and representatives; and "Damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

b. EITHER PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON OR REAL OR TANGIBLE PROPERTY DAMAGE NEGLIGENTLY CAUSED A PARTY, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PARTY OR FROM A BREACH OF THE PROVISIONS OF SECTION 10.h., THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR INDEMNITY, THE REMEDIES STATED IN SECTIONS 3.d. AND 9;

(iii) FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICE DURING THE ONE (1) MONTH PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS DOES NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

c. EXCEPT FOR SECTIONS 3.d. and 9.a., IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. AT&T ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

e. The limitations of liability set forth in this Section 6 shall apply: (i) regardless of the form of action, whether in contract, tort, strict liability, equity or otherwise; and (ii) whether or not damages were foreseeable. These limitations of liability shall survive failure of any exclusive remedies provided in this Agreement.

7. WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS. EQUIPMENT PROVIDED BY AT&T IN CONJUNCTION WITH A SERVICE IS PROVIDED ON AN "AS IS" BASIS. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

8. CREDIT ALLOWANCES FOR INTERRUPTIONS

If an interruption or failure of Services is caused solely by AT&T and not by you or a third party or other causes beyond AT&T's reasonable control, you may be entitled to a Credit Allowance as specified in the AT&T Service Guide.

9. INFRINGEMENT INDEMNITY

a. AT&T agrees to defend or settle any claim against you and to pay all Damages that a court may award against you in any suit alleging that a Service furnished under this Agreement infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: your or User's Content in connection with the Service; modifications to the Service made by or combinations of the Service with services or products provided by you or others; AT&T's adherence to your written instructions or specifications; or use of the Service in violation of this Agreement. You agree to defend or settle at your own expense all claims or suits against AT&T covered by the exceptions in the preceding sentence and to immediately cease any activity which gives rise to the alleged infringement. The indemnifying party will also pay all Damages and costs that by final judgment may be assessed against the indemnified party due to infringement by the indemnifying party.

b. In the event of a claim of infringement for which AT&T is the indemnifying party under Section 9.a., AT&T may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes noninfringing and substantially compliant with the requirements in this Agreement. Upon inability to reasonably perform either of the foregoing options, AT&T may terminate this Agreement, without liability other than as stated in Section 9.a.

c. With respect to the indemnification obligations in this Section 9: (i) the indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; (ii) the indemnifying party shall have control of the defense or settlement, provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own selection and at its expense; and (iii) the indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

10. GENERAL PROVISIONS

a. Acts Beyond Control. NEITHER YOU NOR AT&T SHALL BE LIABLE FOR ANY DELAY, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO: FIRE, EXPLOSION, POWER BLACKOUT, EARTHQUAKE, VOLCANIC ACTION, FLOOD, THE ELEMENTS, STRIKE, EMBARGO, LABOR DISPUTES, ACTS OF CIVIL OR MILITARY AUTHORITY, WAR, ACTS OF GOD, ACTS OR OMISSIONS OF CARRIERS OR SUPPLIERS, ACTS OF REGULATORY OR GOVERNMENTAL AGENCIES, OR OTHER CAUSES BEYOND THEIR REASONABLE CONTROL, EXCEPT THAT YOUR OBLIGATION TO PAY FOR CHARGES INCURRED FOR SERVICES RECEIVED BY YOU SHALL NOT BE EXCUSED.

b. No Third Party Rights. This Agreement does not provide any third party, including Users, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

c. Assignment. This Agreement may not be assigned by you without AT&T's prior written consent. AT&T may assign all or part of our rights and duties under this Agreement to a present or future affiliate or successor. AT&T may subcontract work to be performed under this Agreement, but will retain responsibility for all such work.

d. Notices. Notices from you to AT&T shall be made by following the customer service instructions on your bill. You are responsible for notifying AT&T of any changes in your authorized billing address and other contact information.

e. Severability. If any part of this Agreement is found invalid, the rest of the Agreement remains enforceable.

f. Governing Law. State law issues concerning the construction, interpretation and performance of this Agreement shall be governed by the substantive laws of the State of New York, excluding its choice of law rules.

g. Two Year Limit on Actions. Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.

h. Publicity and Marks. No public statements or announcements relating to this Agreement shall be issued by you or AT&T without the prior written consent of the other. You and AT&T agree not to display or use, in advertising or otherwise, any trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") belonging to the other without obtaining the other's prior written consent, provided that such consent may be revoked at any time.

i. Waiver of Rights. We may from time to time waive the enforcement of any of the provisions of this Agreement. If we do, this will not affect our ability to enforce that provision in our dealings with other customers or in our future dealings with you, nor will it be considered an amendment of this Agreement.

j. Survival of Obligations. The respective obligations of you and AT&T, which by their nature would continue beyond the termination of this Agreement, such as the obligations regarding limitations of liability, shall survive termination.

k. Entire Agreement. This Agreement, which includes the AT&T Service Guide, constitutes the entire agreement between you and AT&T with respect to the Services provided hereunder. In the event of any inconsistencies between this Agreement and the AT&T Service Guide, this Agreement will govern. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings,

whether written or oral, concerning the Services or the rights and obligations relating to those Services. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

THANK YOU FOR USING AT&T.

ORIGINAL

AO 440 REV 80 Summons in a Civil Action

UNITED STATES DISTRICT COURT

Northern

District of

Georgia

AT&T CORP., a New York corporation

SUMMONS IN A CIVIL ACTION

V.

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

CASE NUMBER:

1:07-CV-0588

TO: (Name and address of Defendant)

PLANNED PARENTHOOD OF GEORGIA, INC.
Robert Goldstucker, Registered Agent
75 Piedmont Avenue, Suite 800
Atlanta, Georgia 30303

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Scott A. Johnson
Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road - 4th Floor
One Alliance Center
Atlanta, Georgia 30326
(404) 926-4500

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

JAMES N. HATTEN

MAR 13 2007

CLERK

(By) DEPUTY CLERK

DATE

1:07-CV-0588

JS44 (Rev. 5/05 ND-GA)

CIVIL COVER SHEET

ODE

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

AT&T Corp., a New York Corporation

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF NEW YORK (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT(S)

Planned Parenthood of Georgia, Inc. a Georgia non-profit corporation

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT FULTON (IN U.S. PLTF. CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Weissman, Nowack, Curry & Wilco, P.C. One Alliance Center - 4th Floor; 3500 Lenox Road Atlanta, Georgia 30326; (404) 926-4500 scottjohnson@wnclaw.com

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF, 2 U.S. GOVERNMENT DEFENDANT, 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY), 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- PLF DEF 1 CITIZEN OF THIS STATE, 2 CITIZEN OF ANOTHER STATE, 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY, 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE, 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE, 6 FOREIGN NATION

IV. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- 1 ORIGINAL PROCEEDING, 2 REMOVED FROM STATE COURT, 3 REMANDED FROM APPELLATE COURT, 4 REINSTATED OR REOPENED, 5 TRANSFERRED FROM ANOTHER DISTRICT (SPECIFY DISTRICT), 6 MULTIDISTRICT LITIGATION, 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Defendant refuses to pay Plaintiff for telecommunication services provided at Defendant's request. 42 U.S.C. 2001, et seq. (IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties, 2. Unusually large number of claims or defenses, 3. Factual issues are exceptionally complex, 4. Greater than normal volume of evidence, 5. Extended discovery period is needed, 6. Problems locating or preserving evidence, 7. Pending parallel investigations or actions by government, 8. Multiple use of experts, 9. Need for discovery outside United States boundaries, 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY. RECEIPT#, AMOUNT \$, APPLYING IFP, MAG. JUDGE (IFP), JUDGE, MAG. JUDGE, NATURE OF SUIT, CAUSE OF ACTION. Includes handwritten notations like 'ODE', '750', and '47:0151CS'.

SIGNATURE OF ATTORNEY OF RECORD

DATE
March 12, 2007

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISING OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR ENFORCEMENT OF THE SAME PATENT, COPYRIGHT, OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. RETROACTIVE CASES FILED BY ERO SETTLANTS.
- 6. COMPANION OR RELATED CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED TITLE OF OTHER CASE(S)).
- 7. EITHER SOME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED THIS CASE IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ \$20,583.34

- * PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3
- (Note: Please mark underlying Nature of Suit as well)
- (CONFIRM/VACATE/ORDER/REMODIFY) AFFIRMATION
- OTHER STATUTES - 9 MONTHS DISCOVERY TRACK
- 850 SECURITIES/COMMODITIES/EXCHANGE
 - 840 ANTI-TRUST
- OTHER STATUTES - 8 MONTHS DISCOVERY TRACK
- 890 OTHER STATUTORY ACTIONS
 - 830 CONSTITUTIONALITY OF STATE STATUTES
 - 820 FEDERAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
 - 810 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
 - 800 FREEDOM OF INFORMATION ACT
 - 790 ENERGY ALLOCATION ACT
 - 780 ENVIRONMENTAL MATTERS
 - 770 ECONOMIC STABILIZATION ACT
 - 760 AGRICULTURAL ACTS
 - 750 CUSTOMER CHALLENGE 12 USC 3410
 - 740 SELECTIVE SERVICE
 - 730 CARTEL/SATELLITE TV
 - 720 CONSUMER CREDIT
 - 710 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
 - 700 DEPORTATION
 - 690 COMMERCIAL RATE/STETC
 - 680 BANKS AND BANKING
 - 670 STATE REAPPORTIONMENT
- OTHER STATUTES - 4 MONTHS DISCOVERY TRACK
- 870 TAXES (U.S. PLAINTIFF OR DEFENDANT)
 - 871 IRS - THIRD PARTY 26 USC 7609
- FEDERAL TAX SUITS - 4 MONTHS DISCOVERY TRACK
- 862 BLACK LUNG (52)
 - 863 DIVC (45)(g)
 - 864 DIVW (40)(g)
 - 865 SHLD TITLE XI
 - 866 RSI (40)(g)
- SOCIAL SECURITY - 9 MONTHS DISCOVERY TRACK
- 861 HIA (1988)
 - 862 WITHDRAWAL 28 USC 157
 - 422 APPEAL 28 USC 158

- LABOR - 7 MONTHS DISCOVERY TRACK
- 710 FAIR LABOR STANDARDS ACT
 - 720 LABOR/MGMT. RELATIONS
 - 730 LABOR/MGMT. REPORTING & DISCLOSURE ACT
 - 740 RAILWAY LABOR ACT
 - 750 OTHER LABOR LITIGATION
 - 791 EMPL. RET. INC. SECURITY ACT
- PROPERTY RIGHTS - 4 MONTHS DISCOVERY TRACK
- 820 COPYRIGHTS
 - 840 TRADEMARK
- PROPERTY RIGHTS - 8 MONTHS DISCOVERY TRACK
- 830 PATENT
- LABOR - 4 MONTHS DISCOVERY TRACK
- 660 OTHER
 - 650 OCCUPATIONAL SAFETY/HEALTH
 - 640 AIRLINE REGS.
 - 630 R.R. & TRUCK
 - 620 LIQUOR LAWS
 - 610 PROPERTY 21 USC 881
 - 600 FOOD & DRUG
 - 590 AGRICULTURE
- FOREIGN JURISDICTION - 4 MONTHS DISCOVERY TRACK
- 555 PRISON CONDITION(S) (Filed Pro se)
 - 550 CIVIL RIGHTS (Filed by Counsel)
- PRISONER PETITIONS - 4 MONTHS DISCOVERY TRACK
- 540 HABEAS CORPUS
 - 530 HABEAS CORPUS DEATH PENALTY
 - 520 HABEAS CORPUS
 - 510 MOTIONS TO VACATE SENTENCE
- PRISONER PETITIONS - 9 MONTHS DISCOVERY TRACK
- 445 AMERICANS WITH DISABILITIES - Employment
 - 440 OTHER CIVIL RIGHTS
 - 435 AMERICANS WITH DISABILITIES - Other
 - 441 WELFARE
 - 442 EMPLOYMENT
 - 443 HOUSING/ACCOMMODATIONS
 - 444 VOTING
- CIVIL RIGHTS - 4 MONTHS DISCOVERY TRACK
- 422 WITHDRAWAL 28 USC 157
 - 422 APPEAL 28 USC 158
- BANKRUPTCY - 9 MONTHS DISCOVERY TRACK
- 160 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
 - 152 RECOVERY OF DEBTLITATED STUDENT LOANS (EXCL. VETERANS)
 - 150 RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS

- REAL PROPERTY - 4 MONTHS DISCOVERY TRACK
- 210 LAND CONDEMNATION
 - 220 FORECLOSURE
 - 230 RENT LEASE & EJECTMENT
 - 240 TORTS TO LAND
 - 245 TORT PRODUCT LIABILITY
 - 250 ALL OTHER REAL PROPERTY
- TORTS - PERSONAL INJURY - 9 MONTHS DISCOVERY TRACK
- 310 AIRPLANE
 - 315 AIRPLANE PRODUCT LIABILITY
 - 320 ASSAULT, BATTERY & SLANDER
 - 330 FEDERAL EMPLOYERS LIABILITY
 - 340 MARINE
 - 345 MARINE PRODUCT LIABILITY
 - 350 MOTOR VEHICLE
 - 355 MOTOR VEHICLE PRODUCT LIABILITY
 - 360 OTHER PERSONAL INJURY
 - 362 PERSONAL INJURY - MEDICAL MALPRACTICE
 - 365 PERSONAL INJURY - PRODUCT LIABILITY
 - 368 ASBESTOS PERSONAL INJURY
- TORTS - PERSONAL PROPERTY - 9 MONTHS DISCOVERY TRACK
- 370 OTHER FRAUD
 - 371 TRUTH IN LENDING
 - 380 OTHER PERSONAL PROPERTY
- DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY
- CONTRACT - 4 MONTHS DISCOVERY TRACK
- 110 INSURANCE
 - 120 MARINE
 - 130 MILLER ACT
 - 140 NEGOTIABLE INSTRUMENT
 - 151 MEDICARE/ACT
 - 160 STOCKHOLDERS SUITS
 - 190 OTHER CONTRACT
 - 195 CONTRACT PRODUCT LIABILITY
 - 196 FRANCHISE
- CONTRACT - 9 MONTHS DISCOVERY TRACK
- 152 RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS
 - 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT

VI. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)