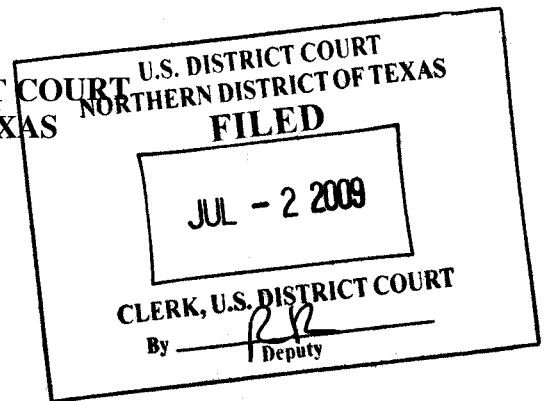


10

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



SOUTHWESTERN BELL TELEPHONE)
COMPANY,)
BELLSOUTH TELECOMMUNICATIONS, INC.,)
ILLINOIS BELL TELEPHONE COMPANY,)
INDIANA BELL TELEPHONE COMPANY)
INC.,)
MICHIGAN BELL TELEPHONE COMPANY,)
NEVADA BELL TELEPHONE COMPANY,)
PACIFIC BELL TELEPHONE COMPANY,)
THE OHIO BELL TELEPHONE COMPANY,)
THE SOUTHERN NEW ENGLAND)
TELEPHONE COMPANY and)
WISCONSIN BELL, INC.,)

Plaintiffs,)

v.)

IDT TELECOM, INC.,)
ENTRIX TELECOM INC.,)
and JOHN DOES 1-10)

Defendants.

Civil Action No. _____

3-09CV1268-P

32394

COMPLAINT

1. Plaintiffs Southwestern Bell Telephone Company, BellSouth Telecommunications, Inc., Illinois Bell Telephone Company, Indiana Bell Telephone Company, Inc., Michigan Bell Telephone Company, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, and Wisconsin Bell, Inc. (collectively "Plaintiffs") now file this Complaint seeking declaratory, injunctive and monetary relief from Defendants IDT Telecom, Inc. ("IDT Telecom"), Entrix Telecom Inc. ("Entrix") and JOHN DOES 1-10.

2. This case involves Defendants' attempt to evade paying Plaintiffs the compensation federal law requires them to pay Plaintiffs for their use of Plaintiffs' network facilities to make long-distance calls. Plaintiffs operate telecommunications networks in their designated areas and give other long-distance telecommunications providers access to their networks in order to initiate customer calls. In return for this access, the long-distance telecommunications providers are required by law and Plaintiffs' federal and state tariffs to pay "switched access service" charges to Plaintiffs. However, through a scheme detailed below to disguise long-distance calls as local calls, Defendants have evaded their obligations to pay these legally required access charges. Plaintiffs request that the Court (i) declare that Defendants are in violation of the Federal Communications Commission's orders regarding access charges and in violation of Plaintiffs' lawful interstate and intrastate tariffs, (ii) enjoin Defendants from further violations, (iii) order Defendants to provide an accounting of the access charges they have unlawfully evaded, and (iv) order Defendants to compensate Plaintiffs for their damages, including the recovery of access charges and applicable late payment charges Defendants have unlawfully evaded. In further support of this Complaint, Plaintiffs state as follows:

I. THE PARTIES

A. Plaintiffs

3. Plaintiff Southwestern Bell Telephone Company ("Southwestern Bell") is a Missouri corporation, and has its principal place of business in Dallas, Texas. Southwestern Bell does business in five different states under the following names: AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas. Southwestern Bell is an incumbent local exchange carrier ("ILEC"), as defined by 47 U.S.C. § 251(h), in certain defined service territories in the above-referenced states. Among other things, Southwestern Bell

provides telecommunications services within local exchange areas, and it provides "exchange access" service for calls between local exchange areas, in those states in which it does business.

4. Plaintiff BellSouth Telecommunications, Inc. ("BellSouth") is a Georgia corporation, and has its principal place of business in Atlanta, Georgia. BellSouth does business in nine states under the following names: AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee. BellSouth is an ILEC, as defined by 47 U.S.C. § 251(h), and it provides local exchange telecommunications services and exchange access services in the above-referenced states.

5. Plaintiff Illinois Bell Telephone Company (d/b/a AT&T Illinois) is an Illinois corporation and has its principal place of business in Chicago, Illinois. Illinois Bell Telephone Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Illinois.

6. Plaintiff Indiana Bell Telephone Company, Inc. (d/b/a AT&T Indiana) is an Indiana corporation and has its principal place of business in Indianapolis, Indiana. Indiana Bell Telephone Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Indiana.

7. Plaintiff Michigan Bell Telephone Company (d/b/a AT&T Michigan) is a Michigan corporation and has its principal place of business in Detroit, Michigan. Michigan Bell Telephone Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Michigan.

8. Plaintiff Nevada Bell Telephone Company (d/b/a AT&T Nevada) is a Nevada corporation and has its principal place of business in Reno, Nevada. Nevada Bell Telephone

Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Nevada.

9. Plaintiff Pacific Bell Telephone Company (d/b/a AT&T California) is a California corporation and has its principal place of business in San Francisco, California. Pacific Bell Telephone Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in California.

10. Plaintiff The Ohio Bell Telephone Company (d/b/a AT&T Ohio) is an Ohio corporation and has its principal place of business in Cleveland, Ohio. The Ohio Bell Telephone Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Ohio.

11. Plaintiff The Southern New England Telephone Company (d/b/a AT&T Connecticut), is a Connecticut corporation and has its principal place of business in New Haven, Connecticut. The Southern New England Telephone Company is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Connecticut.

12. Plaintiff Wisconsin Bell, Inc. (d/b/a AT&T Wisconsin) is a Wisconsin corporation and has its principal place of business in Milwaukee, Wisconsin. Wisconsin Bell, Inc. is an ILEC, as defined by 47 U.S.C. § 251(h), and provides local exchange telecommunications services and exchange access services in Wisconsin.

B. Defendants

13. Defendant IDT Telecom is a Delaware corporation and has its principal place of business in Newark, New Jersey. IDT Telecom provides telecommunications services and products, including prepaid and rechargeable calling cards.

14. Defendant Entrix is a Delaware corporation and has its principal place of business in Newark, New Jersey. Entrix is affiliated with Defendant IDT Telecom. Entrix provides telecommunications services and products, including prepaid and rechargeable calling cards. Entrix is named as a Defendant on the ground that it has been reported as a subsidiary of IDT Telecom's parent company (IDT Corporation), and IDT Telecom has not completely disclosed all of the affiliated entities that are involved in the conduct challenged in this Complaint.

15. Defendants JOHN DOES 1-10, inclusive, are affiliates of IDT Telecom that participate in the scheme to evade access charges that is challenged in this Complaint. The true names and precise roles of DOES 1-10 are unknown to Plaintiffs, which accordingly sue these Defendants by fictitious names. They are named as Defendants on the ground that IDT Telecom has not completely disclosed all of the affiliated entities that are involved in the conduct challenged in this Complaint. Plaintiffs will amend this Complaint to reflect the true names and roles of the DOE Defendants when Plaintiffs obtain that information.

II. JURISDICTION AND VENUE

16. This is a civil action arising under the laws of the United States, including § 203 of the Communications Act, 47 U.S.C. § 203. Plaintiffs seek to enforce federal tariffs filed with the Federal Communications Commission ("FCC") pursuant to 47 U.S.C. § 203, and orders entered by the FCC. This Court accordingly has jurisdiction under 28 U.S.C. §§ 1331 and 1337 and 47 U.S.C. §§ 207. Supplemental jurisdiction over Plaintiffs' parallel state tariff claims is proper pursuant to 28 U.S.C. § 1367.

17. The Court also has jurisdiction over this civil action pursuant to 28 U.S.C. § 1332. Each Plaintiff and each known Defendant are citizens of different States, and the matter in controversy exceeds the sum or value of \$75,000.

18. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b), as Defendants have agents and transact business in this district and because a substantial part of the events or omissions giving rise to the claim occurred in this district.

III. BACKGROUND

A. Overview of Access Charges

19. Plaintiffs operate local exchange networks in their designated service areas, originating, transporting and terminating local telecommunications traffic. In addition to carrying local calls, Plaintiffs also help long-distance carriers originate and complete long-distance calls, as explained further below. In exchange for giving long-distance carriers this "access" to their local networks, Plaintiffs are entitled to "switched access charges" by law and under Plaintiffs' effective federal and state tariffs.

20. When a customer makes a traditional long-distance (or "interexchange") call, he or she typically dials the number 1, followed by the "area code" for the number to be called, and then the seven-digit phone number. For example, a customer of AT&T Texas in Dallas' 214 area code who wants to call someone in New York's 212 area code would dial "1-212-NXX-XXXX" where "NXX-XXXX" is the desired phone number. The calling customer's local exchange carrier (in this example, Plaintiff AT&T Texas) then transports the call over its network to the point of presence ("POP") of the calling customer's long-distance carrier for that area. From there, the long-distance carrier can then transport the interexchange call to its POP in the area of the called party. Then, it delivers the call to the local exchange carrier that serves the called party, and that carrier finishes delivering the call to the called party. The long-distance carrier bills the calling party for the call.

21. For such interexchange calls, long distance providers are obligated to pay the local exchange carriers (*e.g.*, Plaintiffs) at each end of the call international, interstate or intrastate access charges, depending on the location of the calling and called parties. The local exchange carrier that serves the customer that placed or "originated" the call – in the above example, the customer in Dallas, who obtains local phone service from AT&T Texas – is entitled to "originating" access charges. Based on the Dallas area code and phone number of the customer that originated the call, and the New York area code and phone number that the customer dialed, the local exchange carrier can tell it is a long-distance call and can bill the long-distance carrier for "originating access charges" to obtain compensation for the use of its network. (The local exchange carrier that serves the customer at the receiving end of the call in New York is entitled to "terminating" access charges. This complaint, however, is concerned with the switched access service charges that Defendants have evaded on the originating side of the call.)

22. *International* access charges apply to calls that begin (or "originate") in the United States and end (or "terminate") in a different country. The rates, terms, and conditions of Plaintiffs' international access charges are set forth in Plaintiffs' respective tariffs filed with the FCC.

23. *Interstate* access charges apply to calls that begin (or "originate") in one state and end (or "terminate") in a different state, for instance the above-described call from a customer in Dallas, Texas to a person in New York. The rates, terms, and conditions of Plaintiffs' interstate access charges are set forth in Plaintiffs' respective tariffs filed with the FCC.

24. *Intrastate* access charges apply to calls that originate and terminate in different local calling areas within the same state, for instance a call from a customer in Dallas, Texas to a

person in Houston, Texas. The rates, terms, and conditions of Plaintiffs' intrastate access charges are set forth in Plaintiffs' respective state tariffs filed with the applicable state commissions.

B. Prepaid Calling Cards

25. Defendants provide long-distance phone service through prepaid calling cards, which allow, among other things, a customer to pay in advance for long-distance calls.

26. The calling card employs a prepaid debit system: a customer selects a card with a specific balance and the cost of any call is then deducted from this balance. From the perspective of the end user, a long-distance call made with a prepaid calling card is functionally the same as a traditional long-distance call: in each case, the customer makes a call to a home or business in a different state or a different local exchange. A prepaid calling card call reaches that result in the following way. First, the customer gains access to a calling card "platform" of the card company, traditionally by dialing a toll-free (*e.g.* 1-800) number. Once the customer is connected to the calling card provider's platform, the customer is typically prompted to enter a personal identification number in order to authenticate the card and the available balance. After this validation, the customer dials the number of the party he or she wants to call. Typically, prepaid calling cards are used for long-distance or international calls. And because the customer dials a number beginning "1-800" the local exchange carrier knows that access charges are applicable.

27. Just as with a traditional long-distance call, each Plaintiff provides switched access services for prepaid calling card calls. First, it transports the call from its starting point (the phone used by the calling customer to place the call) to the point of interconnection ("POI") between Plaintiff and the carrier to which the telephone number dialed is assigned. After the

Plaintiff hands off the call at the POI, the call is handled by that carrier and the long-distance calling card provider so that the calling customer can make a long-distance call through the calling card provider's calling card platform. In return for providing this "access" and use of their networks, Plaintiffs are entitled by law and their effective state and federal tariffs to receive compensation, in the form of switched access service charges, from the long distance calling card provider.

28. Access charges apply to "1-800" calls in the same way they apply to traditional long-distance calls. While 1-800 calls are called "toll-free," because the person placing the call does not receive a separate long-distance charge for that call on his or her bill, they are not literally "free." The long-distance provider simply receives its revenue in a different way. In this case, the long-distance provider (*e.g.*, Defendant IDT Telecom) receives its revenue up front, when the customer pays for the prepaid calling card. Likewise, the local service provider (*e.g.* AT&T Texas) still incurs costs to provide access to the long-distance provider, and is still entitled to compensation from the long-distance provider.

C. FCC Orders

29. The FCC has made clear that all calling card providers must pay the tariffed access charges for their customers' long-distance calls. In a February 2005 order, the FCC stated that a particular prepaid calling card service was a "telecommunications service" as defined by the Telecommunications Act of 1996. *AT&T Corp. Petition for Declaratory Ruling Regarding Enhanced Prepaid Calling Card Services*, 20 FCC Rcd. 4826, ¶ 14 (rel. Feb. 23, 2005). The FCC then initiated a rulemaking to consider more generally the classification and jurisdiction of "new forms of prepaid calling cards." *Id.* at ¶ 2.

30. After receiving additional evidence and comments, the FCC decided that “all” prepaid calling card providers must pay the applicable interstate or intrastate access charges on long-distance calls made via their platforms. *In re Regulation of Prepaid Calling Card Services*, 21 FCC Rcd. 7290, ¶¶ 1, 27 (rel. June 30, 2006). In particular, the FCC held that interstate access charges apply when a call made via a calling card originates in one state and terminates in another, while intrastate access charges apply when a call made via a calling card originates and terminates in different areas within the same state. *Id.* ¶ 27. The FCC issued this straightforward rule in order to eliminate any “incentives for providers to reduce exposure to charges they may owe or evade them altogether.” *Id.* ¶ 8. Moreover, the FCC wanted to provide “a level regulatory playing field for calling card providers,” so that providers could not engage in a “‘gaming’ of the system” and gain an unfair advantage by rigging their service to evade access charges. *Id.*

31. The FCC further established certification and reporting requirements so that “calling card providers and their underlying carriers” would not have the “ability to avoid intrastate access charges.” *Id.* at ¶ 31.

D. Defendants’ Attempt to Avoid Compensating Plaintiffs for Use of Their Networks

32. Notwithstanding the FCC’s clear requirement that “all” calling card providers must pay access charges, Defendants have attempted to use Plaintiffs’ networks for their customers’ long-distance calls without paying Plaintiffs the required access charges. Defendants have avoided the payment of access charges by disguising certain long distance calls as local calls.

33. Defendants sell calling cards that use telephone numbers that are considered “local” in the area in which those cards are sold (rather than the traditional 1-800 numbers) to

originate international, interstate and intrastate interexchange prepaid calling card calls to their calling card platforms. The local phone numbers are assigned to Defendants by competing local exchange carriers ("CLECs") that provide local exchange telecommunications service within Plaintiffs' service areas. In this manner, calls made through Defendants' calling cards appear to be local calls. Accordingly, a Plaintiff would route a call made to the calling card's local telephone number over local interconnection facilities to the CLEC from which Defendants obtained the local telephone number. For example, a Dallas customer with a calling card that has a Dallas local number might place a call to New York from a phone line provided by AT&T Texas in Dallas' 214 area code, by dialing a "platform" number that begins with the 214 area code. While the call is in reality an interstate long-distance call to New York, it would look to AT&T Texas like a local call from one Dallas phone to another Dallas phone. Thus, AT&T Texas would transmit the call to the competing local carrier through which the call is transported to Defendants' calling card platform, and not charge the long-distance provider for access facilities, because it does not know the true non-local destination of the call.

34. Defendants' use of locally assigned numbers has prevented Plaintiffs from determining that calls that appeared to be local calls were in fact long distance calls. Because Defendants' use of "local" numbers led Plaintiffs to believe that the calls were local in nature, Plaintiffs routed the calls over local interconnection trunks to other local carriers, and Plaintiffs were unable to bill Defendants for the applicable access charges required under law. This is precisely the type of "'gaming' of the system" that the FCC sought to prevent in its calling card orders. *In re Regulation of Prepaid Calling Card Services*, 21 FCC Rcd. 7290, ¶ 8 (released June 30, 2006).

35. Defendants have evaded hundreds of thousands, and potentially millions, of dollars of access charges that should have been paid to Plaintiffs for long-distance calls. Defendants' use of "local" numbers, however, has prevented Plaintiffs from determining the full extent of access charges Defendants have evaded.

36. Because Defendants have used local access numbers serviced by CLECs as a means for card holders to originate calls, Defendants have also harmed Plaintiffs in another way. In many cases, Plaintiffs are required to pay CLECs for local calls that Plaintiffs deliver to CLECs for termination to CLEC customers. Defendants' calling card scheme makes long-distance calls to distant customers (for which Plaintiffs should *receive* access charges) look like local calls to CLEC customers (for which Plaintiffs often have to *pay* a fee to the applicable CLEC). As a result, Defendants have caused CLECs to bill Plaintiffs, and have caused Plaintiffs to pay CLECs, where no payment should have been billed or paid.

IV. CLAIMS ASSERTED

COUNT I **(VIOLATION OF FEDERAL TARIFFS)**

37. Plaintiffs incorporate by reference as though fully set forth herein the allegations of the preceding paragraphs of this Complaint.

38. Plaintiffs' rates, terms, and conditions for switched access service charges for interstate and international long distance calls are set forth in effective tariffs filed with the FCC.

39. For the reasons set forth above, and pursuant to the FCC's decisions and Plaintiffs' effective federal tariffs, Defendants are liable to Plaintiffs for their failure to pay switched access service charges on international and interstate interexchange traffic that originated on Plaintiffs' networks using Defendants' prepaid calling cards.

40. Plaintiffs fully performed their relevant obligations under the federal tariffs, except those they were prevented from performing, those they were excused from performing, or those that were waived by Defendants' misconduct as alleged herein.

41. Defendants have not paid Plaintiffs for interstate and international switched access services in accordance with Plaintiffs' effective federal tariffs and the FCC's order on calling card services.

42. Defendants have materially violated, and are materially violating, Plaintiffs' federal tariffs and the FCC's order on calling card services by avoiding payment of the tarified rates for the services Defendants have used.

43. Plaintiffs have been damaged in an amount to be determined by this Court.

44. Plaintiffs are entitled to an accounting by Defendants to determine the amount of damages, as only Defendants know the full extent of switched access service charges they have avoided through their unlawful actions.

45. Absent injunctive relief, Plaintiffs will be irreparably harmed. If Defendants are allowed to continue avoiding the payment of access charges, Plaintiffs would be forced to initiate a multitude of legal proceedings against Defendants to determine the amount of charges Defendants should have paid them on an ongoing basis.

COUNT II
(VIOLATION OF STATE TARIFFS)

46. Plaintiffs incorporate by reference as though fully set forth herein the allegations of the preceding paragraphs of this Complaint.

47. The rates, terms and conditions for Plaintiffs' intrastate switched access service charges are set forth in effective intrastate access tariffs filed with the applicable state commissions.

48. For the reasons set forth above, and pursuant to the FCC's decisions and Plaintiffs' effective state tariffs, Defendants are liable to Plaintiffs for their failure to pay intrastate switched access service charges on intrastate interexchange traffic that originated on Plaintiffs' networks using Defendants' prepaid calling cards.

49. Plaintiffs fully performed their relevant obligations under their respective state tariffs, except those they were prevented from performing, those they were excused from performing, or those that were waived by Defendants' misconduct as alleged herein.

50. Defendants have not paid Plaintiffs for intrastate switched access services in accordance with Plaintiffs' effective state tariffs.

51. Defendants have materially violated, and are materially violating, Plaintiffs' state tariffs by avoiding payment of the tariffed rates for the services Defendants have used.

52. Plaintiffs have been damaged in an amount to be determined by this Court, including applicable interest and late payment fees.

53. Plaintiffs are entitled to an accounting by Defendants to determine the amount of damages, as only Defendants know the full extent of switched access service charges they have avoided through their unlawful actions.

54. Absent injunctive relief, Plaintiffs will be irreparably harmed. If Defendants are allowed to continue to avoid paying access charges, Plaintiffs would be forced to initiate a multitude of legal proceedings against Defendants to determine the amount of charges Defendants should have paid them on an ongoing basis.

COUNT III
(UNJUST ENRICHMENT)

55. Plaintiffs incorporate by reference as though fully set forth herein the allegations of the preceding paragraphs of this Complaint.

56. By providing switched access services to Defendants for use in originating prepaid long-distance calls for which Defendants have received substantial revenues, Plaintiffs have provided valuable services to Defendants, and Defendants had reasonable notice that the Plaintiffs expected compensation for such services. Defendants have unjustly retained that benefit by evading the payment of switched access service charges required by law to compensate Plaintiffs for switched access services. Defendants' continued retention of that benefit would violate the principles of justice, equity, and good conscience.

57. Plaintiffs are entitled to restitution from Defendants, computed as the amount of tariffed switched access service charges that Defendants have evaded, with interest and late payment fees.

58. Plaintiffs are entitled to an accounting by Defendants to determine the amount of restitution to which they are entitled, as only Defendants know the full extent of switched access service charges they have avoided through their unlawful actions.

59. Absent injunctive relief, Plaintiffs will be irreparably harmed. If Defendants are allowed to continue to avoid paying access charges, Plaintiffs would be forced to initiate a multitude of legal proceedings against Defendants to determine the amount of charges Defendants should have paid them on an ongoing basis and the amount of unjust enrichment Defendants have unlawfully obtained.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

- (a) Declaratory relief finding that Defendants are in violation of the FCC's orders regarding access charges and in violation of Plaintiffs' effective international, interstate and intrastate tariffs;

- (b) preliminary and permanent injunctive relief enjoining Defendants from continuing to engage in the misconduct complained of;
- (c) a full accounting of the number of interexchange minutes improperly disguised as local traffic that should have been treated as long-distance access traffic, and for which Defendants should have paid international, interstate or intrastate switched access service charges but evaded payment;
- (d) monetary damages (or in the alternative, restitution) in the amount of the international, interstate and intrastate switched access service charges (including interest and late payment fees) that Plaintiffs are entitled to pursuant to their lawful federal and state tariffs and which Defendants have failed to pay;
- (e) such other and further relief for Plaintiffs as the Court finds reasonable under the circumstances.

Dated: July 2, 2009

Respectfully submitted,

By: 

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Attorneys for Plaintiffs

CIVIL COVER SHEET

3-09CV1268-P

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Southwestern Bell Telephone Company, et al.

(b) County of Residence of First Listed Plaintiff Dallas County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Richard M. Parr, State Bar No. 15534250, AT&T Services, Inc., 175 E. Houston St.,
4th Floor, San Antonio, TX 78205, Telephone: (210) 351-3503

DEFENDANTS

+ IDT Telecom, Inc., et al. +

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, THE LOCATION OF THE
LAND INVOLVED, NORTHERN DISTRICT OF TEXAS

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 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)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. 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) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332; 47 U.S.C. § 203

Brief description of cause: This is a civil action arising under Section 203 of the Communications Act, 47 U.S.C. Section 203, and Plaintiffs are seeking to enforce federal tariffs filed with the FCC and orders entered by the FCC.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

Exceeds \$75,000 & to be determined at trial

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

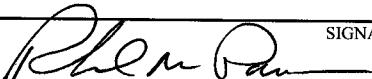
N/A

DOCKET NUMBER

DATE

7/2/2009

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____