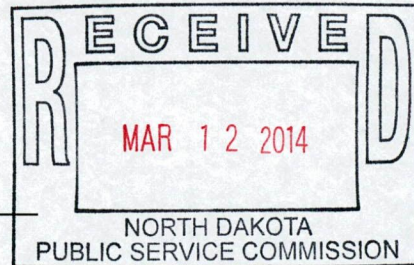


**BEFORE
THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA**

AT&T Corp.,)
)
 Complainant,)
)
 vs.)
)
 Broadvox - CLEC, LLC,)
 Respondent.)

Case No. _____
COMPLAINT



Complainant AT&T Corp. (“AT&T”), by its attorney, and pursuant to Section 69-02-02 of the Commission’s rules, alleges as follows:

1. AT&T is a foreign corporation and a registered Competitive Local Exchange Carrier (“CLEC”) and a registered Interexchange Carrier (“IXC”) authorized to do business in the State of North Dakota.
2. Respondent, Broadvox – CLEC, LLC (“Broadvox”), filed amendments to North Dakota Tariff No. 1 (Access Service) with the North Dakota Public Service Commission on February 25, 2014, which are before the Commission in Case No. PU-14-102.
3. AT&T files this Complaint regarding the tariff amendments and requests that the Commission order its Staff to further investigate the amendments, and to schedule a hearing on their appropriateness. In addition, the automatic approval of the tariff amendments should be suspended.
4. The tariff amendments contain objectionable provisions affecting the ability of Broadvox’s access customers, such as AT&T, to dispute charges on their bills and prescribing a mechanism by which such disputes may be resolved.
5. In particular, Section 2.5.5, on 1st Revised Page No. 14, is a new provision that purports to bind carriers to a dispute resolution process on a unilateral basis. Section 2.5.5 appears to establish a three-stage process governing situations where the parties have a dispute “regarding this tariff and performance hereunder.” Section 2.5.5 (first sentence). In the first stage of the process, the parties “agree” that they will have a “Dispute Meeting” upon 10 days’ written notice, at which they will engage in

negotiations to attempt to resolve the dispute, either face-to-face in Cleveland, Ohio, or by teleconference. *Id.* If the Dispute Meeting does not result in a final resolution of the dispute, the parties may, under the second stage, agree to participate in non-binding mediation in Cleveland, Ohio. In the third stage, if the parties have been unable to resolve their dispute “in good faith by the conclusion of the mediation,” the dispute “shall be finally determined by a court of law.” Section 2.5.5 (last sentence).

6. Section 2.5.5 is objectionable for at least two reasons.
 - a. First, Broadvox’s tariff provisions – requiring a Dispute Meeting and ultimately litigation in court – cannot be characterized as something to which other carriers can “agree”; the tariff is essentially a take-it-or-leave-it proposition. Broadvox is simply attempting to preclude other carriers from pursuing dispute resolution in their desired forum.
 - b. Second, Broadvox’s tariff language, and especially the provision compelling litigation, effectively usurps this Commission’s authority to entertain and adjudicate complaints involving the application of Broadvox’s tariff provisions – a process that is well-established under state law and this Commission’s rules.

NOW WHEREFORE, AT&T prays for the following relief:

1. That the Broadvox tariff filed February 25, 2014, be suspended.
2. That the Broadvox tariff be determined not to comply with North Dakota law.

Dated this 12th day of March, 2014.

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