

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA

Plaintiff,

CASE NO.

vs.

BELLSOUTH TELECOMMUNICATIONS,  
LLC, d/b/a AT&T SOUTHEAST,

Defendant.

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**COMPLAINT**

Plaintiff, THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA (“Orange County Schools”), sues Defendant, BELLSOUTH TELECOMMUNICATIONS, LLC, d/b/a AT&T SOUTHEAST (“AT&T”), and alleges:

1. This is an action for damages which exceed \$15,000.00, exclusive of costs, interests, and attorney’s fees.
2. Plaintiff, Orange County Schools, is the political subdivision possessing authority under Article IX, Section 4(b), Fla. Const., to operate, control, and supervise all free public schools located in Orange County, Florida and with the home rule authority to exercise any power except as expressly prohibited by the State Constitution and general law. Its principal place of business is at 445 West Amelia Street, Orlando, Florida 32801.
3. Defendant, AT&T, is a foreign corporation operating and doing business in the State of Florida.
4. Venue in this cause properly lies in Orange County, Florida.

5. Orange County Schools sues AT&T for willful and repeated violations of the Communications Act of 1934 (“Act”), as amended, and the rules of the Federal Communications Commission (“FCC”), by failing to charge legally mandated lower prices to Orange County Schools. Orange County Schools participates in the Universal Service Schools and Libraries Universal Support Program, commonly referred to as the E-Rate Program. Since its inception, the E-Rate Program has been instrumental in providing our nation’s schools and libraries with access to essential communication services. Providers, such as AT&T, that offer services to E-Rate eligible schools and libraries, must adhere to specific pricing requirements, which provide that “[a]ll telecommunications carriers serving a geographic area shall . . . provide such services to elementary schools, secondary schools, and libraries for educational purposes at rates less than the amounts charged for similar services to other parties.”

6. Rather than charge Orange County Schools lower prices, as AT&T was obligated to do, it charged Orange County Schools some of the highest prices in the State over a number of years for basic telephone services.

7. Each year, after charging these unlawfully high prices, AT&T certified or submitted forms to the Universal Service Administrative Company (“USAC”), the administrator of the E-Rate Program, inaccurately claiming that it complied with the FCC’s rules.

8. On the basis of the forms, AT&T received public funds from the Universal Service Fund to subsidize high-priced services provided by AT&T to Orange County Schools. Not only did AT&T cause direct harm to Orange County Schools from years of excessively high prices, AT&T also undermined the effectiveness of the E-Rate Program by depleting limited public funds that could have supplied other schools and libraries with access to crucial learning technologies and services.

9. For a period of at least 6 years, AT&T has overcharged Orange County Schools well over One Million Dollars (\$1,000,000.00) for services, and then affirmatively concealed its overcharge so as to perpetuate the practice.

10. The scheme went undetected for years, and only came into full light when the FCC issued a *Notice of Apparent Liability for Forfeiture* in the matter of BellSouth Telecommunications, LLC, d/b/a AT&T Southeast, File No.: EB-IHD-14-00017954, on July 27, 2016, which chronicled the misdeeds of AT&T against Orange County Schools.

11. Orange County Schools reasonably relied upon the billing received from AT&T for services, believing that AT&T had complied with the dictates of the E-Rate Program. Moreover, Orange County Schools was entitled to rely upon the representations of AT&T without scrutinizing the *bona fides* of the bill.

12. As a direct and proximate of AT&T's fraudulent billing, Orange County Schools, which services the public of Orange County, particularly the children and families served by the school system, has suffered direct and consequential damages.

WHEREFORE, Plaintiff demands judgment against AT&T for direct and consequential damages, and costs, reserving the right to seek punitive damages upon a proper proffer.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all issues so triable by right.

**< Signature on the Following Page >**

Dated: January 8, 2018.

*s/ Tucker H. Byrd*

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