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IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
AUG 03 2021
Mark C. McCart, Clerk
U.S. DISTRICT COURT

(1) AT&T CORP.,
Plaintiff,
v.
(1) ENHANCED COMMUNICATIONS
GROUP, LLC,
Defendant.

Case No. **21 CV - 314 TCK - JFJ**

COMPLAINT

Plaintiff AT&T Corp. ("AT&T"), for its complaint against Defendant Enhanced Communications Group, LLC ("ECG"), alleges and states as follows:

PARTIES

1. AT&T is a corporation, organized and existing under the laws of the State of New York with its principal place of business in New Jersey.
2. Defendant ECG is a limited liability company, organized and existing under the laws of the State of Oklahoma with its principal place of business in Bartlesville, Oklahoma. Upon information and belief, all members of ECG are domiciled in Oklahoma.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties named and the claims asserted pursuant to 28 U.S.C. § 1332.
4. Venue is proper in this district under 28 U.S.C. § 1391.

FACTUAL BACKGROUND

5. AT&T is a global technology, media, and telecommunications company, connecting people around the country through its high-speed fiber and wireless broadband networks.

6. In 2013, AT&T launched its Partner Exchange Program (the “Program”), a business-to-business wireline and mobile resell program that allows participating entities to resell AT&T products and services to their end-user customers.

7. ECG is a Bartlesville-based, independent provider of telecommunications services for personal, residential, and small businesses that joined the Program in 2015.

8. To participate in the Program, ECG executed a Master Resale Agreement (the “Agreement”) and Mobile Services Addendum (the “Addendum”), under which ECG was given the opportunity to sell certain AT&T products and services to its end-user customers. To help ECG succeed in this endeavor, AT&T provided ECG with training, comprehensive sales information, competitive pricing, and other tools. ECG was responsible for, among other things, timely interfacing and communicating with its end-user customers, placing all orders with AT&T for service and maintenance, fielding all inquiries from end-users, and providing tier I support.

9. Under the terms of the Agreement and Addendum, AT&T invoiced ECG for all AT&T products and services ordered through the Program, and ECG agreed to pay AT&T for those products and services within 30 days after the date of each invoice. ECG, in turn, agreed to handle all billing and collection efforts with its end-user customers.

10. In December 2020, ECG began paying only small portions of invoices when they became due and eventually stopped paying invoices altogether in the spring of 2021. Accordingly, on or about June 29, 2021, AT&T provided ECG with 30 days’ notice that it was in breach of the Agreement because it had an outstanding balance of more than \$6 million. The notice advised ECG that its failure to cure this breach by July 29, 2021 would result in termination of the Agreement and any services purchased by ECG through the Agreement or Addendum.

11. AT&T has repeatedly tried to work with ECG to resolve the outstanding invoices, but ECG has failed to remit payment. As a result, AT&T was forced to terminate ECG's services and engage counsel to undertake this action to vindicate its right to payment.

CAUSE OF ACTION: BREACH OF CONTRACT

12. AT&T incorporates by reference the allegations set forth in paragraphs 1-11.

13. The Agreement between AT&T and ECG is a valid and enforceable contract that required ECG to pay AT&T for the products and services ECG ordered to resell to end-users within 30 days after the date of each invoice.

14. AT&T fully performed its obligations under the Agreement.

15. ECG materially breached the Agreement by, among other things, refusing to pay AT&T's invoices within 30 days.

16. As a result of ECG's violations, AT&T has been and will be damaged by ECG's breach of contract in an amount in excess of \$6 million.

17. ECG's breaches of the Agreement have also resulted in AT&T incurring substantial legal expenses to collect delinquent payments. Pursuant to the Agreement, AT&T is entitled to recover its fees and expenses incurred in bringing this lawsuit.

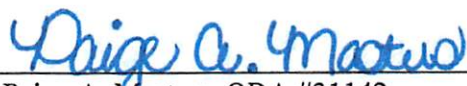
WHEREFORE, AT&T requests that:

1. It be awarded actual damages in an amount to be determined but exceeding \$6 million; and
2. It be awarded its attorneys' fees and costs in being forced to seek this relief.

On all of these grounds and requests for relief, AT&T requests that judgment be entered in its favor and against ECG.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Respectfully submitted,



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