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October 3, 2006

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

T.R.A. DOCKET ROOM

2006 OCT -3 PM 2:54

10/3/06

Dear Chairman Kyle:

Enclosed are the original and four copies of BellSouth's Response to September 1, 2006 Filing Regarding Hilton Suites Brentwood.

A copy is being provided to other party.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joelle Phillips", written over the typed name.

Joelle Phillips

JP:njc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: Hilton Suites Brentwood, Brentwood, Tennessee

Docket No. 06-00223

**BELLSOUTH TELECOMMUNICATIONS, INC. RESPONSE TO SEPTEMBER 1, 2006
FILING REGARDING HILTON SUITES BRENTWOOD**

BellSouth files this response to the above-referenced September 1, 2006 filing which addressed charges billed by BellSouth for account (615) 370-4077-212 over a two and one-half year period ending in August of 2005. These charges were paid by the customer, Hilton Suites Brentwood. BellSouth has investigated this matter and has determined that no charges were timely disputed (as required by applicable TRA-approved tariff) and that the charges were properly paid to BellSouth.

This matter was originally submitted to the Consumer Services Division in March of this year by a consultant working for the customer. The consultant originally contended that BellSouth had failed to port a telephone number when requested by the customer. After investigating that contention, however, it became clear that the number at issue was not one of those that the customer requested to have ported, and the contention changed to the present contention, which is that Hilton Suites neither requested nor utilized this service. In addition, the consultant alleges that this number did not exist at the hotel or on the PRI circuit prior to the disconnection/port of their other services.

BellSouth's records indicate service with telephone number 615 370-4077 was installed for this customer on September 23, 1997, nearly five years prior to the customer's request for porting of numbers to another carrier. Initially, the charges for this service (Primary Rate ISDN) were billed to the main account number (615) 370-0111-212. On March 2, 2002, BellSouth established a new billing account, 615 370-4077-212 for the number 615 370-4077 , because the main billing number, (615) 370-0111-212 was linked to one of several numbers ported to another local service provider as requested by the customer.

It is not uncommon for BellSouth to port some of a customers numbers to a new local service provider, while continuing to provide some services to the customer. Many businesses use more than one telecommunications provider, often choosing to do so for the purpose of redundancy for voice or data services. If the customer did not intend to retain any BellSouth service after porting numbers to another carrier, then the customer would have surely objected when BellSouth continued to bill for the service in place. This customer did not raise any dispute during the two and a half years that BellSouth issued monthly bills to the customer. The customer clearly knew that BellSouth was providing service, because the customer paid for that service each month.

After the billing number change referenced above, BellSouth continued to provide the service and billed the customer each month. BellSouth records do not indicate any dispute for these charges until August 8, 2005. At the customer's

request, BellSouth disconnected the service on September 8, 2005, with an effective date of August 18, 2005.

The most compelling evidence related to this claim is the simple fact that Hilton Suites paid for BellSouth services, without disputing any charges for it, for approximately eight years.

BellSouth's position regarding this complaint remains the same. Per the tariff, *A2.4.3.A Payment for Service*, if the subscriber disputes a bill, BellSouth will investigate the bill and take appropriate action. In addition, per the tariff *A.2.5.5 Period for the Presentation of Claims*, BellSouth shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

There is simply no evidence that the customer was charged for services it did not request or intend to continue receiving. Rather, the customer's long course of action in paying the charges with no dispute or question provides strong evidence that the customer was aware of the BellSouth service and intended to keep the service throughout that time. For the foregoing reasons, BellSouth respectfully requests that this matter be closed.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:



Guy M. Hicks
Joelle J. Phillips


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CERTIFICATE OF SERVICE

I hereby certify that on October 3, 2006, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Gregg W. Pace, President
Excelsior Communications, Inc.
424 East Central Boulevard
Suite 348
Orlando, Florida 32801
gpace@ecsserv.com

A handwritten signature in black ink, appearing to read 'Gregg W. Pace', is written over a horizontal line.