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February 22, 2007

Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Pkwy
Nashville, TN 37243-0505

07-00053

Re: *In re: Complaint of BLC Management, LLC d/b/a Angles Communication Solutions Against BellSouth Telecommunications, Inc. to Resolve Billing Disputes, Enforce the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*

Dear Chairman Kyle:

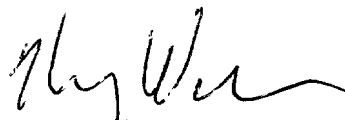
I have today filed a Complaint against BellSouth on behalf of Angles Communication Solutions. In order to avoid the disruption of service to 3,000 Tennessee customers living in and around Memphis, it is critical that this matter be placed on the Authority's agenda conference on Monday, February 27, 2007.

In sum, the parties have been involved in a billing dispute since last June. BellSouth claims that Angles owes more than \$700,000 in undisputed charges going back to 2005. Angles' records show that it paid BellSouth all outstanding, undisputed charges in June, 2006, and has remained current since that time.

Angles asks that the TRA resolve this billing dispute and that, pending the outcome of this Complaint, the TRA order the parties to maintain the status quo. This request is consistent with the parties' interconnection agreement which prohibits BellSouth from suspending service over a billing dispute until the matter can be resolved by the parties or, if necessary, by the TRA. Angles will continue to pay all current, undisputed charges from BellSouth and invites the Authority to monitor the parties to make sure that Angles is promptly paying all current, undisputed amounts and that BellSouth does nothing to interfere with Angles' ability to serve its customers.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Henry Walker

HW/djc

cc: Director Pat Miller
Director Ron Jones
Director Eddie Roberson
Guy Hicks

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

FEBRUARY 22, 2007

*In re: Complaint of BLC Management, LLC d/b/a
Angles Communication Solutions Against BellSouth
Telecommunications, Inc. to Resolve Billing Disputes,
Enforce the Parties' Interconnection Agreement, and
Prevent Interference with Service to Customers*

Docket No. _____

**COMPLAINT OF BLC MANAGEMENT, LLC D/B/A ANGLES COMMUNICATION
SOLUTIONS AGAINST BELL SOUTH TELECOMMUNICATIONS, INC. TO
RESOLVE BILLING DISPUTES, ENFORCE THE PARTIES' INTERCONNECTION
AGREEMENT, AND PREVENT INTERFERENCE WITH SERVICE TO CUSTOMERS**

Summary

BLC Management, LLC d/b/a Angles Communication Solutions ("Angles") files this complaint against BellSouth Telecommunications, Inc. ("BellSouth"). In sum, the parties have a significant billing dispute which they are unable to resolve. Therefore, pursuant to state law and the terms of the parties' state-approved interconnection agreement, Angles asks the Tennessee Regulatory Authority ("TRA" or the "Authority") to resolve this dispute. Angles asks the TRA to order the parties to maintain the status quo pending the outcome of this Complaint.

This billing dispute dates back to June, 2006. The parties have had numerous communications since that time. On Friday, February 16, 2007, Angles received a letter from BellSouth, dated February 13, 2007, stating that BellSouth will suspend Angles' access to BellSouth's ordering systems unless Angles pays BellSouth \$705,662.77 by February 28, 2007. Angles' own records, which are supported by the affidavit of outside consultants hired by Angles, demonstrate that there are no undisputed amounts owed to BellSouth. Although BellSouth initially requested a meeting with Angles to resolve this billing dispute, BellSouth has failed to respond to Angles' repeated requests for a such meeting.

BellSouth's actions threaten the telephone service of approximately 3,010 Tennessee customers, most of whom are low income, residential customers living in the Memphis area. To prevent BellSouth from hindering Angles' ability to serve its customers, Angles asks the TRA to order BellSouth to take no action against Angles pending resolution of this Complaint. In the meantime, Angles will continue paying all undisputed, current charges owed to BellSouth and invite the TRA, through its staff, to monitor this process to make sure that both sides maintain the status quo.

I. PARTIES

Angles is a telecommunications carrier authorized to provide competitive local exchange services in Tennessee. (See TRA Docket No. 03-00575.) Angles' business address is:

Angles Communication Solutions
11121 Highway 70, Ste. 202
Arlington, TN 38002

BellSouth is an incumbent local exchange carrier ("ILEC"). BellSouth's business address is:

BellSouth Telecommunications, Inc.
1155 Peachtree Street NE
Atlanta, Georgia 30309-3610

II. JURISDICTION

The Authority has jurisdiction with respect to the claims asserted in this complaint under T.C.A. §65-4-115 and §65-4-117. The Authority also has jurisdiction under the Authority's Order dated July 1, 2005, in Docket No. 05-00107 in which the Authority approved the interconnection agreement between Angles and BellSouth. That agreement provides in Section 10 of the "General Terms and Conditions" that either party may petition the Authority to resolve a dispute arising under the agreement. Moreover, the Authority has jurisdiction to enforce

interconnection agreements inherent in its authority under Section 252 of the Act to approve such agreements.

III. DESIGNATED CONTACT

Communications regarding this complaint should be directed to:

Henry Walker, Esq.
Boult Cummings Conners Berry, PLC
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363 (telephone)
(615) 252-6363 (fax)

IV. STATEMENT OF FACTS

1. Angles is a competitive, local exchange provider authorized to offer telephone service in Tennessee. See TRA Docket 03-00575, Order issued January 15, 2004. Angles primarily serves residential, low income customers in and around Memphis, Tennessee. At this time, Angles has approximately 3,010 customers in Tennessee.

2. Angles has an interconnection agreement with BellSouth which was approved by the Authority in Docket 05-00107, Order issued July 1, 2005.

3. The interconnection agreement provides that BellSouth may suspend or terminate services for nonpayment “of amounts not subject to a billing dispute.” Attachment 7, Section 1.7.2, (emphasis added).

4. The interconnection agreement also provides that, in the event the parties are unable to resolve a billing dispute within sixty calendar days, the “aggrieved party” may petition the Authority for a resolution of the dispute. Attachment 7, Section 2.1; General Terms and Conditions, Section 10.

5. Since June, 2006, CGM L.L.C. Telecom Services ("CGM") has provided assistance to Angles in reviewing bills from BellSouth. Each month, CGM reviews the bills from BellSouth, submits requests for promotional credits, files disputes regarding inaccurate or inappropriate charges, and provides Angles with a monthly spreadsheet identifying the open balances, the current charges and the total of unresolved, open disputes. CGM's web-based application also allows Angles to track the payments made by Angles to BellSouth. See attached affidavit.

6. In June, 2006, BellSouth suspended Angles' access to BellSouth's ordering systems ("LENs") because of a shortfall in the payment of undisputed charges. After several conversations and emails between CGM and BellSouth, BellSouth informed CGM that Angles' outstanding balance, as of June 7, 2006, was \$385,834.56 and that BellSouth recognized a total of \$265,431.95 in unresolved disputes and promotional claims. BellSouth informed CGM that Angles must pay the total outstanding, undisputed amount of \$120,402.61 in order to regain access to LENs. Angles paid that amount to BellSouth on June 7, 2006. See attached affidavit.

7. On July 24, 2006, BellSouth sent Angles an automatically generated notice that service would be interrupted if Angles did not pay BellSouth \$503,184.27. On October 9, 2006, BellSouth sent another, automatically generated notice stating that Angles' service would be interrupted unless Angles paid \$430,877.29. On December 13, 2006, BellSouth sent a third notice claiming that Angles owed \$577,742.56. In each case, following subsequent discussions with CGM, BellSouth, and Angles, it appeared that the amount claimed by BellSouth was substantially in error. Since June, 2006, BellSouth has not interrupted Angles' service nor suspended Angles' access to BellSouth's ordering systems.

8. Following discussions between Angles and BellSouth which arose after the issuance of the December 13, 2006, notice, Angles agreed to provide BellSouth with a spreadsheet showing all open disputed charges and promotional claims. The requested information was prepared by CGM and sent to BellSouth on January 9, 2007. As of that date, the open disputed charges and claims for promotional credits totaled \$631,560.92. To the best of the knowledge of CGM and Angles, BellSouth does not dispute that number and that figure is not at issue in this Complaint. At the request of BellSouth, Angles and CGM provided BellSouth with additional information on January 17, 2007, to explain the underlying basis for those disputed charges and promotional credits. BellSouth has not questioned the sufficiency of that information. At BellSouth's request, Angles made a "good faith" payment of \$75,000 to BellSouth on December 28, 2006, and agreed to pay all outstanding, undisputed charges as soon as the parties could agree upon what, if any, additional undisputed charges are owed. Angles also agreed to BellSouth's request for a face-to-face meeting to reconcile these billing issues.

9. Following the submission of the additional information on January 17, 2007, Angles heard nothing until February 16, 2007, when it received a letter stating that Angles' access to BellSouth's ordering systems would be suspended unless Angles paid BellSouth \$705,662.77 by February 28, 2007. In the letter, BellSouth stated that the payment of \$120,402.61 made by Angles in June, 2006 did not cover Angles' outstanding balance at that time – contrary to BellSouth's previous representations – but had been accepted by BellSouth "as a good faith gesture only."

10. On December 20, 2007, BellSouth requested a meeting with Angles to resolve these continuing billing issues, determine the amount owed in undisputed charges, and make arrangements for Angles to pay that amount. Angles agreed to such a meeting and has

repeatedly reminded BellSouth of the need for such a meeting. After receiving BellSouth's latest demand letter, Angles again requested that meeting. To date, Angles has received no response.

11. Angles disputes that it owes BellSouth any, undisputed charges. Since June, 2006, when Angles paid BellSouth the full amount of undisputed charges claimed by BellSouth as of that date, Angles has remained current in its payments. Angles remains willing to meet with BellSouth and to pay any additional, undisputed amounts owed to BellSouth if the parties or the TRA determine that additional amounts are owed.

12. The parties interconnection agreement prohibits BellSouth from interfering with Angles' ability to serve its customers because of a billing dispute between Angles and BellSouth. Until the dispute is resolved, any such action by BellSouth would violate the agreement.

17. Pursuant to state law, T.C.A. §65-4-115, no public utility, "may adopt, maintain, or enforce any regulation, practice, or measurement which is unjust [or] unreasonable." Pursuant to T.C.A. §65-4-124(a), all telecommunications service providers shall provide interconnection to their networks "under reasonable terms and conditions." BellSouth's threat to suspend Angles' access to BellSouth's ordering systems unless Angles pays BellSouth \$705,622.77 by February 28, 2007, is unjust and unreasonable in violation of these state statutes.

V. RELIEF SOUGHT

This billing dispute has been pending for approximately nine months. Angles asks that the Authority resolve the parties' billing dispute and, pending the outcome of this Complaint, order the parties to maintain the status quo. Angles invites the Authority, through its staff, to insure that Angles remains current on its bills while BellSouth takes no action in interfere with Angles' service to its customers. Angles also asks that the Authority grant Angles any such additional relief as the Authority finds just and appropriate.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: _____



Henry Walker, Esq.
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363 (telephone)
(615) 252-6363 (fax)

*Attorney for BLC Management, LLC d/b/a
Angles Communication Solutions*

Affidavit of Charles Campbell


STATE OF Georgia

COUNTY OF Fulton

My name is Charles Campbell (the "Affiant"). I am a Principal of CGM Telecom Services. In 2006, Angles hired CGM to begin reviewing and tracking Angles bills from and payments to BellSouth. Each month CGM reviews the bills from BellSouth, submits requests for promotional credits, and files disputes regarding inaccurate or inappropriate charges. Through December, 2006, CGM provided Angles with a monthly spreadsheet identifying the open balances, the current charges and the total of unresolved, open disputes. Angles would determine the amount of their payments based on this input. CGM's web-based application would identify the receipt of payments made by Angles to BellSouth by processing the following month's ILEC invoice. CGM and Angles have followed this procedure since July, 2006.

In early June, 2006, BellSouth suspended Angles' access to LFNs because of a shortfall in the payment of undisputed charges. On behalf of Angles, I had several communications with Ms. Leisa G. Mangina of BellSouth. On June 7, 2006, Ms. Mangina sent me an email stating that the total balance due as of that day was \$385,834.56. She wrote that BellSouth recognized a total of \$265,431.95 in unresolved disputes and outstanding claims for promotional credits. The email stated that Angles would have to pay the difference, \$120,402.61, "to get lens back up." She also sent instructions on how Angles should wire that amount to BellSouth. I understood from her email and our previous communications that the amount she described was the total amount due to BellSouth as of June 7, 2006, less unresolved disputes and outstanding promotional claims. I understood that if Angles paid that amount, Angles' outstanding balance in undisputed charges would be reduced to zero. Angles paid that amount on June 7, 2006.

FURTHER, the Affiant saith not.


CHARLES CAMPBELL

SWORN to and subscribed before me

this ____ day of _____, 2007.

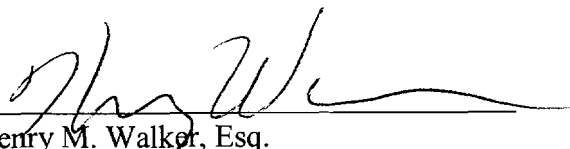
NOTARY PUBLIC

My commission expires: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been delivered, via U.S. Mail, to the following on this the 22 day of February, 2007:

Guy Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300



Henry M. Walker, Esq.