

**BellSouth Telecommunications, Inc.**

333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

**Guy M. Hicks**  
General Counsel

615 214 6301  
Fax 615 214 7406

March 26, 2007

VIA HAND DELIVERY

filed electronically in docket office on 03/26/07

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

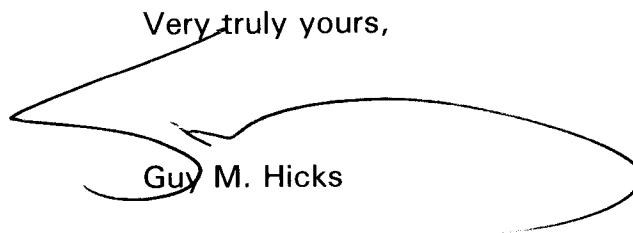
Re: *Complaint of BLC Management, LLC d/b/a Angles Communication Solutions Against BellSouth Telecommunications, Inc. to Resolve Billing Disputes, En force the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*  
Docket No. 07-00053

Dear Chairman Kyle:

Enclosed are the original and fourteen copies of the *Answer of BellSouth Telecommunications, Inc. dba AT&T Tennessee* in the referenced matter.

A copy is being provided to counsel of record.

Very truly yours,

A handwritten signature in black ink, appearing to be "Guy M. Hicks", written over a horizontal line.

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

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

Docket No. 07-00053

**ANSWER OF BELL SOUTH TELECOMMUNICATIONS, INC. d/b/a**  
**AT&T TENNESSEE**

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T Tennessee") responds to the Complaint filed by BLC Management, LLC d/b/a Angles Communications Solutions ("Angles") asking the Tennessee Regulatory Authority ("TRA" or "Authority") to resolve a billing dispute.

**SUMMARY**

Angles is not entitled to the relief sought in its Complaint. Angles is delinquent and has been delinquent for months in its payments to AT&T Tennessee for undisputed amounts owed. For amounts owed that have been disputed, Angles' claims lack merit.

AT&T Tennessee respectfully requests that the Authority enter an Order (1) denying all of the relief sought in Angles' Complaint, (2) requiring Angles to pay AT&T Tennessee all undisputed amounts owed within ten (10) days, and (3) requiring Angles to pay all disputed amounts into escrow within ten (10) days.

## **SPECIFIC RESPONSE**

### **I. Parties**

AT&T Tennessee admits the statements set forth in paragraph I of the Complaint.

### **II. Jurisdiction**

AT&T Tennessee admits that the Authority has jurisdiction over the interconnection agreement negotiated by the Parties ("ICA"). AT&T Tennessee denies that all of the statutes cited by Angles provide jurisdiction as claimed by Angles. Such statutes speak for themselves and thus AT&T Tennessee denies Angles' characterization of the same.

### **III. Designated Contact**

The allegations contained in paragraph 3 of the Complaint require no response from AT&T Tennessee. AT&T Tennessee affirmatively states that communications regarding AT&T Tennessee's Answer to this Complaint should be directed to:

Guy M. Hicks  
Joelle Phillips  
333 Commerce Street, Suite 2101  
Nashville, TN 37201  
(615) 213-6301  
[guy.hicks@att.com](mailto:guy.hicks@att.com)  
[joelle.phillips@att.com](mailto:joelle.phillips@att.com)

Robert Culpepper  
675 W. Peachtree Street, Suite 4300  
Atlanta, GA 30375  
[robert.culpepper@att.com](mailto:robert.culpepper@att.com)

### **IV. Statement of Facts**

Responding to the numbered paragraphs of Angles' Complaint, AT&T Tennessee alleges and states as follows:

1. AT&T Tennessee admits the allegations in paragraph 1 of the Complaint, on information and belief.

2. AT&T Tennessee admits the allegations in paragraph 2 of the Complaint.

3. AT&T Tennessee states in response to the allegations in paragraph 3 of the Complaint that Attachment 7, Section 1.7.2 of ICA speaks for itself. AT&T Tennessee denies that Angles has cited all portions of the parties' ICA that may be relevant in this matter.

4. AT&T Tennessee states in response to the allegations in paragraph 4 of the Complaint that Attachment 7, Section 2.1, General Terms and Conditions, Section 10, of the ICA speak for themselves. AT&T Tennessee denies that Angles has cited all portions of the parties' ICA that may be relevant in this matter.

5. AT&T Tennessee is without information to either admit or deny the allegations in paragraph 5 of the Complaint, except that AT&T Tennessee admits that it is aware that Angles has retained CGM to assist it in connection with its bills.

6. Responding to the allegations in paragraph 6 of the Complaint, AT&T Tennessee admits that Angles' access to an ordering system known as LENS was briefly suspended in June 2006 because Angles had failed to pay substantial amounts that were past due. AT&T Tennessee admits that in June 2006, Angles made a payment and that upon such payment LENS access was restored. AT&T denies the remaining allegations in paragraph 6 of the Complaint.

7. Responding to the allegations in paragraph 7 of the Complaint, AT&T Tennessee admits that AT&T Tennessee has sent at least three (3) suspension notices to Angles based on Angles' failure to pay amounts past due. AT&T Tennessee denies the remaining allegations in paragraph 7 of the Complaint, other than the allegation that Angles' access to LENS has not been interrupted since June 2006.

8. Responding to the allegations in paragraph 8 of the Complaint AT&T Tennessee admits that Angles made a \$75,000 payment in December 2006. AT&T Tennessee denies the remaining allegations in paragraph 8 of the Complaint, and in particular denies that Angles has provided documentation that supports its claims.

9. Responding to the allegations in paragraph 9 of the Complaint, AT&T Tennessee states that the suspension letter referenced therein speaks for itself and requires no response from AT&T Tennessee. AT&T Tennessee denies the remaining allegations in paragraph 9 of the Complaint.

10. AT&T Tennessee denies the allegations in paragraph 10 of the Complaint.

11. AT&T Tennessee denies the allegations in paragraph 11 of the Complaint.

12. Responding to the allegations in paragraph 12 of the Complaint, AT&T Tennessee makes reference to the parties' ICA, which speaks for itself and

requires no response from AT&T Tennessee. AT&T Tennessee denies the remaining allegations in paragraph 12 of the Complaint.

17. AT&T Tennessee denies the allegations in paragraph 17<sup>1</sup> of the Complaint.

V. Relief Sought

AT&T Tennessee denies that Angles is entitled to the relief sought in its Complaint.

AT&T Tennessee denies each and every allegation in the Complaint not expressly admitted herein, and demands strict proof thereof.

WHEREFORE, AT&T Tennessee respectfully requests that the Authority enter an Order:

1. Denying all of the relief sought in Angles' Complaint;
2. Requiring Angles to pay AT&T Tennessee all undisputed amounts owed within ten (10) days;
3. Requiring Angles to pay all disputed amounts into escrow within ten (10) days; and

---

<sup>1</sup> The Complaint does not contain any paragraphs numbered 13-16.

4. Granting such further relief as the Authority deems fair and equitable.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T TENNESSEE

By: 

Guy M. Hicks  
Joelle J. Phillips  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300  
615/214-6301

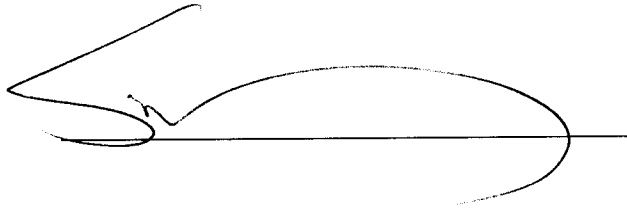
Robert Culpepper  
675 W. Peachtree Street, Suite 4300  
Atlanta, GA 30375

## CERTIFICATE OF SERVICE

I hereby certify that on March 26, 2007, a copy of the foregoing document was served on the following, via the method indicated:

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

Henry Walker, Esquire  
Boult, Cummings, et al.  
1600 Division St., Suite 400  
Nashville, TN 37203  
[hwalker@boultcummings.com](mailto:hwalker@boultcummings.com)

A handwritten signature in black ink, appearing to read 'H. Walker', is written over a horizontal line.