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VIA HAND DELIVERY

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Hon. Eddie Roberson, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

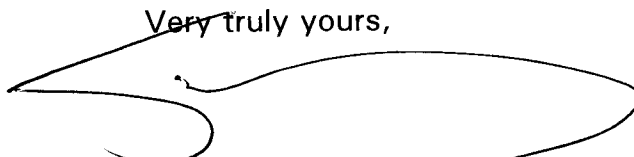
Re: *Complaint of BLC Management, LLC d/b/a Angles Communication Solutions Against BellSouth Telecommunications, Inc. to Resolve Billing Disputes, Enforce the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*
Docket No. 07-00053

Dear Chairman Roberson:

Enclosed are the original and four copies of AT&T Tennessee's *Motion to Compel*.

Copies of the enclosed are being provided to counsel of record.

Very truly yours,



Guy M. Hicks

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, Enforce the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*

Docket No. 07-00053

AT&T TENNESSEE'S MOTION TO COMPEL

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee hereby files this *Motion* to compel BLC Management, LLC d/b/a Angles Communication Solutions ("Angles") to produce documents responsive to AT&T Tennessee's Request for Production Nos. 4 and 6. As explained below, such documents are unquestionably relevant because such documents (if they exist) either support (or do not support) Angles' basic position in this docket, *i.e.*, Angles' assertion that it has either timely paid (or properly disputed) all AT&T bills since June 2006.

BACKGROUND

To avoid termination of service based on its failure to pay undisputed amounts that were past due, Angles commenced this matter by filing a complaint with the Tennessee Regulatory Authority ("Authority" or "TRA"). In its *Complaint*, Angles made the repeated claim that it had either timely paid (or properly disputed) all AT&T bills since June 2006:

- *Angles' own records ... demonstrate that there are no undisputed amounts owed to BellSouth. Angles Complaint, p 1.*
- *Each month [since June 2006], 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. Angles Complaint, ¶5.

- *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 Complaint, ¶11.*

Of course, AT&T Tennessee denies that Angles has paid all undisputed amounts: *"Angles is delinquent and has been delinquent for months in its payments to AT&T Tennessee for undisputed amounts owed."* AT&T Answer at p. 1. To state the obvious, whether Angles has timely paid all undisputed amounts in accordance with the parties' ICA is a disputed fact. Not surprisingly, AT&T Tennessee has requested Angles to produce documents associated with payments made by Angles and disputes raised by Angles. Incredibly, Angles has objected to producing such documents on the grounds that such documents are irrelevant.

AT&T TENNESSEE'S DISCOVERY REQUESTS AND ANGLES' OBJECTIONS

AT&T Tennessee's Request for Production Nos. 4 and 6, and Angles' Objections to the same are set forth below:

AT&T Tennessee Request for Production No. 4:

Produce all documents that track payments made by Angles to AT&T, including but not limited to, any spreadsheet(s) that identify open balances, current charges, disputes, and/or inaccurate/inappropriate charges.

Angles Objection:

Angles objects to this question on the grounds that it overly broad and therefore burdensome. CGM keeps voluminous documents concerning Angles payments to AT&T. If AT&T

could limit the time period or, in the alternative, describe with more particularity the requested documents (such as providing the column headings on the Excel spreadsheet used by CGM and AT&T to monitor payments) this objection could be resolved.

Angles' objection lacks merit. AT&T Tennessee has simply requested documents that support the unsupported allegations set forth in Paragraph 5 of Angles' *Complaint*. Supposedly, Angles knew what documents (if any) it was referring to when it drafted Paragraph 5 of its *Complaint*. AT&T Tennessee is simply requesting production of such documents. Regarding the time period, AT&T Tennessee will narrow the time period to track that set forth in Angles' *Complaint*, i.e. June 2005 through the present.

AT&T Tennessee Request for Production No. 6:

Produce all documents that identify the billing disputes raised by Angles since June 2006.

Angles Objection:

Angles objects on the grounds that this Request appears duplicate Request 4 and Interrogatory 5. Furthermore, Angles believes that this Request is irrelevant because the total amount of billing disputes raised by Angles since June 2006 is not an issue in this case.

Angles' relevancy objection is nonsensical and should be denied. As demonstrated above from the quoted excerpts from Angles' *Complaint* and AT&T Tennessee's *Answer*, the parties ***disagree*** regarding whether Angles is current under the terms of the parties' ICA. It remains AT&T Tennessee's position that Angles owes substantial sums on its Tennessee accounts that are past due and which are not subject to a valid billing dispute. Angles disagrees with AT&T

Tennessee's position and has affirmatively asserted that it has either timely paid (or properly disputed) all AT&T charges since 2006. AT&T Tennessee has simply requested Angles to produce documents that support its allegations. To claim such documents are irrelevant is completely devoid of any merit.

CONCLUSION

For the foregoing reasons, the hearing officer should grant AT&T Tennessee's *Motion to Compel*.

Respectfully submitted,

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

By: 

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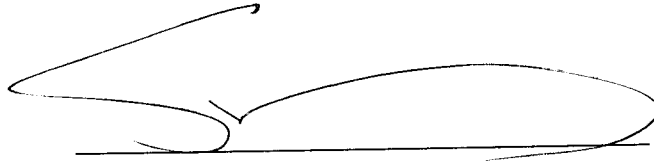
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CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2007, a copy of the foregoing document was served on the following, via the method indicated:

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

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