

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

September 14, 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. 07-00053

**PRE-FILED DIRECT TESTIMONY
OF
BRIAN COX**

1 Q: State your name and what you do for a living.

2 A: My name is Brian Cox. I am the owner of Angles Communication Solutions, the
3 complainant in this case.

4 Q: Tell us about your company.

5 A: Angles is located in Memphis, Tennessee and provides local telephone service to
6 approximately three thousand Tennessee customers in and around Memphis. Most of these
7 customers are residential, low income customers who are unable to obtain local telephone
8 service from BellSouth.

9 Q: Describe the purpose of your testimony.

10 A: The purpose of my testimony is to describe the history of this billing dispute with BellSouth
11 and why my company was forced to bring this complaint to the TRA.

12 Q: Does Angles have an interconnection agreement with BellSouth?

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

15 Q: What does the agreement say regarding billing disputes:

16 A: The interconnection agreement provides that BellSouth may suspend or terminate services
17 for nonpayment "of amounts not subject to a billing dispute." (See the Agreement,
18 Attachment 7, Section 1.7.2). The interconnection agreement also provides that, in the event
19 the parties are unable to resolve a billing dispute within sixty calendar days, the "aggrieved
20 party" may petition the Authority for a resolution of the dispute. (See the Agreement,
21 Attachment 7, Section 2.1; General Terms and Conditions, Section 10.)

22 Q: Describe the relationship between Angles and CGM Telecom Services.

23 A: Since June, 2006, CGM L.L.C. Telecom Services ("CGM") has provided assistance to
24 Angles in reviewing bills from BellSouth. Each month, CGM reviews the bills from

25 BellSouth, submits requests for promotional credits, files disputes regarding inaccurate or
26 inappropriate charges, and provides Angles with a monthly spreadsheet identifying the open
27 balances, the current charges and the total of unresolved, open disputes. CGM's web-based
28 application also allows Angles to track the payments made by Angles to BellSouth.

29 Q: Was that when you filed this complaint?

30 A: Yes. At that point I concluded that we had no choice but to ask the TRA to prevent
31 BellSouth from interrupting service to our Tennessee customers.

32 Q: Has Angles remained current on its bills since June, 2006?

33 A: Yes, we have. CGM has previously filed affidavits with the Authority stating the Angles
34 remained current from June, 2006, through April, 2007. CGM and BellSouth are currently
35 discussing the period of time from May, 2007, through August 30, 2007. If CGM
36 determines that Angles owes additional money to BellSouth to remain current on its
37 undisputed charges, Angles will make arrangements to pay that amount.

38 Q: Describe the events of June, 2006.

39 A: In June, 2006, BellSouth suspended Angles' access to BellSouth's ordering systems
40 ("LENS") because of a shortfall in the payment of undisputed charges. After several
41 conversations and emails between CGM and BellSouth, BellSouth informed CGM that
42 Angles' outstanding balance, as of June 7, 2006, was \$385,834.56 and that BellSouth
43 recognized a total of \$265,431.95 in unresolved disputes and promotional claims. BellSouth
44 informed CGM that Angles must pay the total outstanding, undisputed amount of
45 \$120,402.61 in order to regain access to LENS. Angles paid that amount to BellSouth on
46 June 7, 2006.

47 Q: Who provided you with this information on behalf of BellSouth?

48 A: Ms. Leisa Mangina was speaking for BellSouth. She is the "Manager—Credit and
49 Collections for AT&T—Southeast," according to the letters I have received from her. Until
50 January, 2007, when I received a letter from Gary Patterson, "Operations Assistant Vice
51 President," Leisa Mangina was the highest ranking person I have talked to at BellSouth
52 about these billing issues.

53 Q: Did your payment of \$120,402.61 on June 7, 2006 resolve the billing dispute?

54 A: No it did not. On July 24, 2006, BellSouth sent Angles an automatically generated notice
55 that service would be interrupted if Angles did not pay BellSouth \$503,184.27. On October
56 9, 2006, BellSouth sent another, automatically generated notice stating that Angles' service
57 would be interrupted unless Angles paid \$430,877.29. On December 13, 2006, BellSouth
58 sent a third notice claiming that Angles owed \$577,742.56. In each case, following
59 subsequent discussions with CGM, BellSouth, and Angles, it appeared that the amount
60 claimed by BellSouth was substantially in error. Since June, 2006, BellSouth has not
61 interrupted Angles' service nor suspended Angles' access to BellSouth's ordering systems.

62 Q: Describe what happened next.

63 A: Following discussions between Angles and BellSouth which arose after the issuance of the
64 December 13, 2006, notice, Angles agreed to provide BellSouth with a spreadsheet showing
65 all open disputed charges and promotional claims. The requested information was prepared
66 by CGM and sent to BellSouth on January 9, 2007. As of that date, the open disputed
67 charges and claims for promotional credits totaled \$631,560.92. To the best of the
68 knowledge of CGM and Angles, BellSouth does not dispute that number and that figure is
69 not at issue in this Complaint. At the request of BellSouth, Angles and CGM provided
70 BellSouth with additional information on January 17, 2007, to explain the underlying basis
71 for those disputed charges and promotional credits. BellSouth has not questioned the

72 sufficiency of that information. At BellSouth's request, Angles made a "good faith"
73 payment of \$75,000 to BellSouth on December 28, 2006, and agreed to pay all outstanding,
74 undisputed charges as soon as the parties could agree upon what, if any, additional
75 undisputed charges are owed. Angles also agreed to BellSouth's request for a face-to-face
76 meeting to reconcile these billing issues.

77 Q: What forced you to file this complaint?

78 A: Following the submission of the additional information on January 17, 2007, Angles heard
79 nothing until February 16, 2007, when it received a letter stating that Angles' access to
80 BellSouth's ordering systems would be suspended unless Angles paid BellSouth
81 \$705,662.77 by February 28, 2007. In the letter, BellSouth stated that the payment of
82 \$120,402.61 made by Angles in June, 2006 did not cover Angles' outstanding balance at
83 that time – contrary to BellSouth's previous representations – but had been accepted by
84 BellSouth "as a good faith gesture only."

85 Q: As of the date of the filing of this complaint, did Angles owe any undisputed charges to
86 BellSouth?

87 A: No. Based on the representations of BellSouth in June, 2006, Angles paid the full amount of
88 the undisputed charges owed to BellSouth at that time. Based on the affidavits from CGM,
89 Angles has continued to pay its undisputed charges since that time.

90 Q: Does that complete your testimony?

91 A: Yes.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to Mr. Guy Hicks, AT&T of Tennessee, 333 Commerce Street, Nashville, TN 37219 on this the 14th day of September, 2007.

A handwritten signature in cursive script, appearing to read "Henry Walker", is written over a horizontal line.

Henry Walker