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April 21, 2011

VIA HAND DELIVERY

filed electronically in docket office on 04/21/11

Hon. Mary Freeman, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc. dba AT&T Southeast dba AT&T
Tennessee v. Image Access, Inc. dba New Phone*
Docket No. 10-00006

Dear Chairman Freeman:

Enclosed for filing in the referenced docket are the original and four copies of AT&T Tennessee's *Response to NewPhone's Second Amended Answer / Counter-Claim*.

A copy has been provided to counsel of record.

Very truly yours,



Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *BellSouth Telecommunications, Inc. dba AT&T Southeast dba AT&T Tennessee vs. Image Access, Inc. dba New Phone*
Docket No. 10-00006

**AT&T TENNESSEE'S RESPONSE TO NEWPHONE'S
SECOND AMENDED ANSWER/COUNTER-CLAIM**

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T Tennessee") respectfully submits this Response to the Second Amended Defenses, Answer, and Counter-Claim ("Second Amended Complaint") of Image Access, Inc. d/b/a/ NewPhone ("NewPhone") filed on March 31, 2011.

1. AT&T Tennessee denies Paragraph 12 of the Defenses as amended by Paragraph 1 of the Second Amended Complaint.

2. AT&T Tennessee otherwise reasserts and reiterates each and every statement set forth in its original and amended Responses/Answers.

3. AT&T Tennessee responds to the amended and restated Counter-Claim ("Amended Counter-Claim") as follows:

1. AT&T Tennessee admits the allegations of Paragraph 1 of the Amended Counter-Claim.

2. AT&T Tennessee admits that it and NewPhone are parties to the interconnection agreements identified in paragraphs 4 and 5 of AT&T Tennessee's Complaint and Petition for Relief and that those interconnection agreements say what they say. AT&T Tennessee denies the remainder of the allegations of Paragraph 2 of the Amended Counter-Claim (including each sub-part).

3. AT&T Tennessee admits that the Telecommunications Act of 1996 and regulations promulgated thereunder say what they say. AT&T Tennessee denies the remainder of the allegations of Paragraph 3 of the Amended Counter-Claim (including each sub-part).

4. AT&T Tennessee denies the allegations of Paragraph 4 of the Amended Counter-Claim.

5. Absent discovery, AT&T Tennessee does not know if the allegations of Paragraph 5 of the Amended Counter-Claim are accurate with regard to each of the disputes addressed by the Amended Counter-Claim. AT&T Tennessee, therefore, denies these allegations.

6. AT&T Tennessee admits that it has offered certain promotional offerings to its retail customers and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 6 of the Amended Counter-Claim.

7. AT&T Tennessee admits that it has offered certain “cash back” promotions to its retail customers and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 7 of the Amended Counter-Claim.

8. AT&T Tennessee denies the allegations of Paragraph 8 of the Amended Counter-Claim.

9. AT&T Tennessee admits that Paragraph 12 of AT&T Tennessee's Complaint and Petition for Relief says what it says. AT&T Tennessee denies the remainder of the allegations of Paragraph 9 of the Amended Counter-Claim.

10. AT&T Tennessee admits that it has offered certain "line connection charge waiver (LCCW)" promotions to its retail customers and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 10 of the Amended Counter-Claim.

11. AT&T Tennessee admits that it has offered certain "secondary service charge waiver" promotions to its retail customers and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 11 of the Amended Counter-Claim.

12. AT&T Tennessee admits that it has offered certain "retention" promotions to retail customers and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 12 of the Amended Counter-Claim.

13. AT&T Tennessee admits that it has offered certain promotions to retail customers that apply to certain combinations of telecommunications and/or non-telecommunications services and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 13 of the Amended Counter-Claim.

14. AT&T Tennessee admits that it has offered certain blocking capability to retail customers and denies the remainder of the allegations of Paragraph 14 of the Amended Counter-Claim.

15. AT&T Tennessee denies the allegations of Paragraph 15 of the Amended Counter-Claim.

16. AT&T Tennessee admits that it has offered certain promotional offerings to its retail customers and that those promotional offerings speak for themselves. AT&T Tennessee denies the remainder of the allegations of Paragraph 16 of the Amended Counter-Claim.

17. AT&T Tennessee denies the allegations of Paragraph 17 of the Amended Counter-Claim.

18. AT&T Tennessee denies the allegations of Paragraph 18 of the Amended Counter-Claim.

19. AT&T Tennessee denies the allegations of Paragraph 19 of the Amended Counter-Claim.

20. AT&T Tennessee denies the allegations of Paragraph 20 of the Amended Counter-Claim.

21. AT&T Tennessee denies the allegations of Paragraph 21 of the Amended Counter-Claim.

22. AT&T Tennessee denies the allegations of Paragraph 22 of the Amended Counter-Claim.

23. AT&T Tennessee denies the allegations of Paragraph 23 of the Amended Counter-Claim (including each sub-part) and denies that NewPhone is entitled to any relief sought in Paragraph 23 of the Amended Counter-Claim (including each sub-part).

4. Other than as amended above, AT&T Tennessee reasserts and reiterates each and every statement set forth in its original and amended Responses/Answers.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
dba AT&T Southeast dba AT&T Tennessee

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CERTIFICATE OF SERVICE

I hereby certify that on April 21, 2011, a copy of the foregoing document was served on the following, via the method indicated:

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

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