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April 9, 2010

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

filed electronically in docket office on 04/09/10

Re: *BellSouth Telecommunications, Inc. dba AT&T Southeast dba AT&T Tennessee vs. dPi
Teleconnect, LLC*
Docket No. 10-00007

Dear Chairman Kyle:

Enclosed for filing in the referenced dockets are the original and four copies of
AT&T's *Response to dPi's Answer/Counterclaim*.

Copies have 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.
dPi Teleconnect, LLC
Docket No. 10-00007*

AT&T TENNESSEE'S RESPONSE TO DPI'S ANSWER/COUNTERCLAIM

BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T Tennessee ("AT&T Tennessee") respectfully submits this Response to the Answer and Counterclaim ("Answer/Counterclaim") filed by dPi Teleconnect, LLC ("dPi") on or about February 25, 2010.

1. Any allegation in the Answer/Counterclaim to which a response is required of AT&T Tennessee is denied unless expressly and explicitly admitted herein.

2. The section entitled "dPi's Answer" at pages 1-3 of the Answer/Counterclaim requires no response from AT&T Tennessee. Without waiving the foregoing, AT&T Tennessee denies dPi's assertions, in Paragraph 2, that it has never applied for the "Word-of-Mouth Promotions" and that it has never withheld payment of the difference between the full amount of a cashback promotion and the amount actually credited by AT&T Tennessee.

3. The section entitled "Affirmative Defenses" at pages 3-4 of the Answer/Counterclaim requires no response from AT&T Tennessee. Without waiving the foregoing, AT&T Tennessee denies: that any of the affirmative defenses alleged by dPi are valid; that it has violated any provision of law; and that dPi is entitled to attorneys' fees.

ANSWER TO DPI'S COUNTERCLAIM

4. Paragraphs 27 and following of the Answer/Counterclaim (at pages 4-8) present dPi's legal argument regarding the cashback issue presented in Section IV.A of AT&T Tennessee's Complaint, and no response from AT&T Tennessee is required. The paragraphs following paragraph 27 on page 4 are erroneously labeled.

5. AT&T Tennessee denies the allegations in the last paragraph on page 8 of the Answer/Counterclaim, which is erroneously labeled 27.

6. AT&T Tennessee denies that dPi is entitled to any of the relief it seeks in its Answer/Counterclaim, including without limitation the relief sought in the "wherefore" clause at page 8.

AFFIRMATIVE DEFENSES

7. dPi's Counterclaim fails to state a cause of action upon which relief can be granted.

8. dPi's Counterclaim is barred, in whole or in part, by the doctrines of unclean hands, laches, forbearance, waiver, and/or estoppel.

9. dPi's Counterclaim is barred, in whole or in part, by the applicable statute of limitations and/or the applicable "dispute" provisions of the parties interconnection agreement(s), including without limitation provisions addressing the presentment, pursuit, escalation, and preservation of billing disputes.

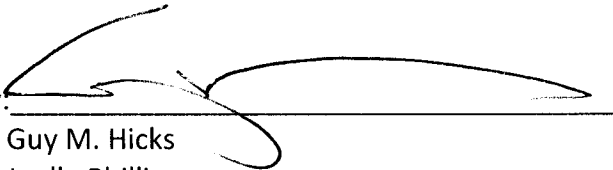
10. dPi's Counterclaim is barred, in whole or in part, by dPi's failure to mitigate any damages allegedly sustained.

11. To the extent the Authority awards dPi any relief with regard to its Counterclaim (and it should not), such relief should be only prospective in nature.

WHEREFORE, AT&T Tennessee respectfully requests that the Authority enter an Order denying all relief sought by dPi, dismissing all Counterclaims, and granting such further relief as the Authority deems appropriate.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
dba AT&T Tennessee

By: 

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CERTIFICATE OF SERVICE

I hereby certify that on April 9, 2010, a copy of the foregoing document was served on the following, via the method indicated:

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

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