

**Ruth Nettles**

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**From:** Bitten, Robin [rb2790@att.com]  
**Sent:** Friday, July 20, 2007 10:58 AM  
**To:** Filings@psc.state.fl.us  
**Cc:** Woods, Vickie; Randa, Johna A; Sims, Nancy H; Holland, Robyn P; Bixler, Micheale; Culpepper, Robert; Slaughter, Brenda  
**Subject:** Docket 070387-TP  
**Attachments:** 070387-TP.pdf

**ORIGINAL**

- A. Robin Bitten  
Legal Secretary to Robert A. Culpepper  
AT&T  
c/o Nancy Sims  
150 South Monroe, Rm. 400  
Tallahassee, FL 32301-1558  
(404) 335-0718  
rb2790@att.com
- B. Docket No. 070387-TP: In Re: Complaint of BLC Management, LLC d/b/a Angles Communication Solutions against BellSouth Telecommunications d/b/a AT&T Florida.
- C. BellSouth Telecommunications, Inc.  
on behalf of Robert A. Culpepper
- D. 15 pages total in PDF format (includes letter, certificate of service, pleading and exhibits)
- E. BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Response to the Complaint of BLC Management, LLC d/b/a Angles Communication Solutions.

Robin Bitten  
AT&T Legal Department  
675 West Peachtree Street  
Suite 4300  
Atlanta, Georgia 30308  
404-335-0718

<<070387-TP.pdf>>

DOCUMENT NUMBER-DATE

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7/20/2007



Robert Culpepper  
Senior Attorney  
Legal

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July 20, 2007

ORIGINAL

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 070387-TP  
In Re: **Complaint of BLC Management, LLC d/b/a Angles Communication Solutions against BellSouth Telecommunications, Inc. d/b/a AT&T Florida**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc.'s, d/b/a AT&T Florida Response to the Complaint of BLC Management, LLC d/b/a Angles Communication Solutions in the above-referenced docket.

A copy of the same is being provided to all parties as reflected in the attached certificate of service.

Sincerely,

Robert A. Culpepper

Enclosures  
cc: All parties of record  
Jerry D. Hendrix

684904

**CERTIFICATE OF SERVICE**  
**Docket No. 070387-TP**

I HEREBY CERTIFY that a true and correct copy was served via (\*) Electronic

Mail and First Class U. S. Mail this 20th day of July, 2007 to the following:

***Florida Public Service Commission***

Adam Teitzman, Staff Counsel  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
[ateitzma@psc.state.fl.us](mailto:ateitzma@psc.state.fl.us)

Kenneth A. Hoffman, Esq.  
Martin P. McDonnell, Esq.  
Marsha E. Rule, Esq.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P.O. Box 551  
Tallahassee, FL 32302-0551  
Tel. No. (850) 681-6788  
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[marty@reuphlaw.com](mailto:marty@reuphlaw.com)  
Counsel for Angles Comm. Solutions

  
Robert A. Culpepper

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: )  
 )  
Complaint of BLC Management, LLC ) Docket No.: 070387-TP  
d/b/a Angles Communication Solutions )  
against BellSouth Telecommunications, )  
Inc. d/b/a AT&T Florida )  
 )  
 )  
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**RESPONSE OF AT&T FLORIDA**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T Florida”) hereby responds to the Complaint filed by BLC Management, LLC d/b/a Angles Communications Solutions (“Angles”) with the Florida Public Service Commission (“Commission”) on June 25, 2007. In short, Angles is not entitled to any relief whatsoever. Accordingly, the Commission should issue an Order that: (i) dismisses Angles’ Complaint; (ii) requires immediate payment by Angles of all past due amounts owed on its Florida accounts; and (iii) authorizes AT&T Florida to exercise its contractual right to discontinue providing service to Angles in Florida if Angles’ fails to timely pay such past due amounts.

AT&T Florida responds to the various paragraphs of Angles’ Complaint as follows:

1. Responding to the “SUMMARY” portion of Angles’ Complaint, AT&T Florida admits only that: (i) Angles filed a complaint with the Tennessee Regulatory Authority (“Authority”) wherein Angles requested the Authority to issue an Order that would prevent AT&T Tennessee from exercising its contractual right to discontinue

providing service to Angles in Tennessee based on Angles' failure to pay substantial sums which are past due on Tennessee accounts; (ii) AT&T Tennessee denies that Angles is entitled to any relief whatsoever in Tennessee;<sup>1</sup> (iii) mediation was unsuccessful; and (iv) AT&T Tennessee has requested the Authority to empower a hearing officer to resolve the parties' dispute in Tennessee.

2. Responding to the "FACTUAL BACKGROUND" portion of Angles' Complaint, AT&T Florida admits that Angles made a payment of \$120,402.61 in June 2006, but denies that such payment constituted the total, undisputed charges owed by Angles as of June 2006. Further, AT&T Florida denies that Angles has paid all undisputed charges since June 2006; denies the allegations that the past due charges are not state specific; denies the allegations that the Authority is attempting to resolve any aspect of the parties' dispute that extends beyond the jurisdiction of the Authority; and denies the allegations that the entire outstanding past due amount owed in Florida is part of the same dispute pending before the Authority.

Angles' allegations regarding the nature of its customers and its legal status in Florida require no response from AT&T Florida at this time. AT&T Florida denies that Angles has fully and fairly described the demand letter dated June 12, 2007. In any event, AT&T Florida sent Angles a subsequent demand letter, dated June 28, 2007, wherein AT&T Florida demanded payment of past due charges associated with Florida accounts in the amount of \$35,277.95<sup>2</sup> This amount remains unpaid as of the filing of AT&T Florida's response.

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<sup>1</sup> AT&T Tennessee's Answer to Angles' Complaint is attached hereto as Exhibit "A", and to the extent necessary is incorporated by reference.

<sup>2</sup> The demand letter dated June 28, 2007, is attached hereto as Exhibit "B".

3. Responding to the "RELIEF SOUGHT" portion of Angles' Complaint, AT&T Florida denies that Angles is entitled to any relief whatsoever, and denies that AT&T Florida "suffers no harm by waiting for Tennessee to act." To the contrary, AT&T Florida suffers specific and substantial harm each and every day it provides service to Angles in Florida notwithstanding the fact that Angles has refused to pay for substantial portions of previously provided service in Florida.

4. AT&T Florida denies each and every allegation in Angles' Complaint not expressly admitted herein, and demands strict proof thereof.

#### **AFFIRMATIVE DEFENSES**

5. Angles has failed to state a claim upon which relief can be granted.

6. Angles has failed to state a contractual basis for the relief it seeks.

WHEREFORE, having responded to Angles' complaint, AT&T Florida respectfully requests that the Commission issue an Order: (i) denying all relief sought by Angles; (ii) requiring Angles to immediately pay AT&T Florida all undisputed amounts owed on its Florida accounts; (iii) requiring Angles to immediately pay into escrow all disputed amounts owed on its Florida accounts pending resolution of this matter by the Commission; (iv) authorizing AT&T Florida to terminate service to Angles in accordance with the parties' interconnection agreement if Angles fails to timely pay the aforementioned amounts; and (v) granting such further relief as the Commission deems just and proper.

Respectfully submitted, this 20<sup>th</sup> day of July, 2007.

Jim Meza *By RAE*

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JAMES MEZA III<sup>3</sup>  
TRACY W. HATCH  
MANUEL A. GURDIAN  
AT&T Florida  
c/o Nancy H. Sims  
150 South Monroe Street, Ste. 400  
Tallahassee, FL 32301  
[james.meza@bellsouth.com](mailto:james.meza@bellsouth.com)  
305.347.5558 (telephone)  
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ROBERT A. CULPEPPER  
AT&T Midtown Center – Suite 4300  
675 West Peachtree Street, N.E.  
Atlanta, GA 30375  
(404) 335-0841

COUNSEL FOR AT&T FLORIDA

684570

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<sup>3</sup> The undersigned is licensed in Louisiana only, is certified by the Florida Bar as Authorized House Counsel (No. 464260) per Rule 17 of the Rules Regulating the Florida Bar, and has been granted qualified representative status by the Commission in Order No. PSC-07-0211-FOF-OT.



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

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

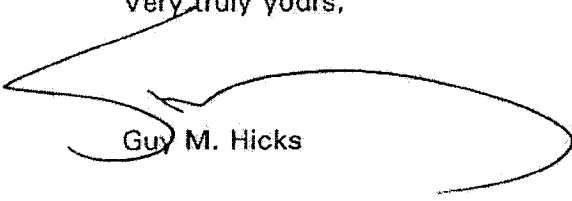
Re: *Complaint of BLC Management, LLC d/b/a Angles Communication Solutions Against BellSouth Telecommunications, Inc. to Resolve Billing Disputes, En force the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*  
Docket No. 07-00053

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,



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

Docket No. 07-00053

**ANSWER OF BELLSOUTH 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

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<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

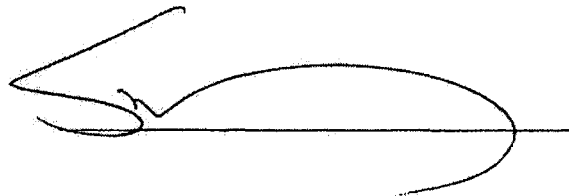
Robert Culpepper  
675 W. Peachtree Street, Suite 4300  
Atlanta, GA 30375

**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. The signature is stylized and cursive.



**AT&T Credit & Collections**

600 North 19<sup>th</sup> Street  
22<sup>nd</sup> Floor  
Birmingham, Alabama 35203

June 28, 2007

BLC Management  
Attention: Mr. Brian Cox  
11121 Highway 70  
Suite 202  
Arlington, Tennessee 38002

PLEASE REMIT PAYMENT TO:  
AT&T  
PRO-CABS  
250 Williams Street  
Suite 5020 NW  
Atlanta, Georgia 30303

Dear Mr. Cox:

Attempts to collect past due amounts from BLC Management have been unsuccessful and to date full payment has not been received. BLC Management's accounts are currently in default in the non disputed amount of \$430,953.36 and subject to disconnection. A breakdown of these accounts are \$35,277.95 in Florida, \$110,047.08 in Kentucky and \$285,628.33 in Mississippi. Pursuant to the current agreement between AT&T and BLC Management, AT&T will proceed with the discontinuance of existing services in Florida, Kentucky and Mississippi on July 12, 2007 if the full amount is not received in immediately available funds. Additionally, payments are expected for any current charges that may become due before July 12, 2007.

If service is interrupted, full non-recurring charges will be applicable to reestablish service.

If there is an outstanding request for new or additional security, that request will need to be addressed before service is re-established.

If any end users have a Local Service Freeze this freeze will be removed at the time of discontinuance to give the end user the ability to choose a new local service provider.

Pursuant to the Agreement, it is BLC Management's responsibility to notify its end users of this impending disconnection.

If you have questions regarding your account, please contact your Collections Service Representative, Jackie Whalen, at (205) 714-0134, Extension 6-7766.

Sincerely,

Leisa Mangina  
Manager -- Credit and Collections  
AT&T-Southeast