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May 16, 2013

HAND DELIVERY

Jeff Derouen
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602-0615

**Re: *Cumberland Cellular, Inc. d/b/a Duo County Telecom v.
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
PSC Case No. 2013-00168***

Dear Mr. Derouen:

Please accept for filing the original and ten (10) copies of the Answer of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky.

By copy of this letter I am providing the parties to the case with a copy of the Answer. If you have any questions, please do not hesitate to contact me.

Sincerely yours,

STITES & HARBISON PLLC



Mark R. Overstreet

cc: John E. Selent
Edward T. Depp
Jerrad T. Howard

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:)
)
Cumberland Cellular, Inc.)
d/b/a Duo County Telecom,)
)
Complainant,)
)
v.)
)
BellSouth Telecommunications, Inc.)
d/b/a AT&T Kentucky,)
)
Defendant.)

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Case No. 2013-00-168

ANSWER OF BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a AT&T KENTUCKY

BellSouth Telecommunications, LLC, d/b/a AT&T Kentucky (“AT&T Kentucky”) respectfully submits its Answer to the Formal Complaint of Competitive Local Exchange Carrier Duo County Telecom (“the CLEC”) and hereby states as follows:

1. AT&T Kentucky is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Complaint, and therefore denies the same.
2. AT&T Kentucky denies that it is a “dominant” provider of telecommunications services in Kentucky’s increasingly competitive telecommunications market. AT&T Kentucky states that its legal name is BellSouth Telecommunications, LLC. BellSouth Telecommunications, LLC, a Georgia limited liability company, operates in the Commonwealth of Kentucky under the name AT&T Kentucky and is an incumbent local exchange carrier providing telecommunications services in 78 counties in Kentucky. BellSouth’s address in Kentucky is 601 West Chestnut Street, Louisville, Kentucky 40203. AT&T Kentucky’s

principal place of business is 675 West Peachtree Street, NW, Suite 4514, Atlanta, Georgia, 30375.

3. AT&T Kentucky denies that it is required to compensate the CLEC or pay access charges under the CLEC's tariff. In addition, it appears that the Complaint encompasses traffic originated by carriers other than AT&T Kentucky that merely "transits" AT&T Kentucky's network. AT&T Kentucky denies that it owes the CLEC any intercarrier compensation with regard to the traffic alleged in the Complaint.

4. The cited statute speaks for itself and no response is required. To the extent the Complaint mischaracterizes or misstates the statute, AT&T Kentucky denies the allegations of paragraph 4. AT&T Kentucky further denies any liability to the CLEC with regard to the traffic alleged in the Complaint.

5. The cited statute speaks for itself and no response is required. To the extent the Complaint mischaracterizes or misstates the statute, AT&T Kentucky denies the allegations of paragraph 5. AT&T Kentucky further denies any liability to the CLEC with regard to the traffic alleged in the Complaint.

6. The cited statute speaks for itself and no response is required. To the extent the Complaint mischaracterizes or misstates the statute, AT&T Kentucky denies the allegations of paragraph 6. AT&T Kentucky further denies any liability to the CLEC with regard to the traffic alleged in the Complaint.

7. AT&T Kentucky lacks information sufficient to determine whether the CLEC has terminated traffic from AT&T Kentucky's network. AT&T Kentucky denies that it owes the CLEC any intercarrier compensation with regard to the traffic alleged in the Complaint.

8. AT&T Kentucky is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint, and therefore denies the same. Answering further, AT&T Kentucky states that the alleged practices of other carriers are irrelevant to its relationship with the CLEC.

9. AT&T Kentucky denies that Section 2 of the CLEC's tariff is applicable to the traffic alleged in the Complaint, and therefore denies the allegations of paragraph 9. Any bills the CLEC may have sent to AT&T Kentucky are improper.

10. AT&T Kentucky denies that Section 2 of the CLEC's tariff is applicable to the traffic alleged in the Complaint. Accordingly, any bills the CLEC may have sent to AT&T Kentucky are improper. Answering further, AT&T Kentucky states that the amounts reflected on any of the improper bills sent by the CLEC speak for themselves, but at this point AT&T Kentucky has not been able to determine whether the amounts on the bills would be accurate if the CLEC's tariff applied, and therefore reserves the right to challenge the accuracy of such bills.

11. AT&T Kentucky admits that the CLEC has sent it invoices for intrastate access charges since January 2008 and that AT&T Kentucky has disputed such charges and negotiated regarding an agreement with AT&T Kentucky. Except as specifically admitted, AT&T Kentucky denies the allegations of paragraph 11.

12. AT&T Kentucky lacks information sufficient to confirm or deny whether it sent an email to the CLEC on or about May 20, 2008 regarding intercarrier compensation. AT&T Kentucky therefore denies the allegations of paragraph 12.

13. AT&T Kentucky admits that the CLEC submitted a contract negotiation form dated May 20, 2008 and that efforts to negotiate a compensation agreement have not led to a

final agreement. Except as specifically admitted, AT&T Kentucky denies the allegations of paragraph 13.

14. AT&T Kentucky admits that it has taken the position that it is not required to compensate the CLEC for the traffic alleged in the Complaint and that it is not willing to agree to pay the CLEC's tariffed intrastate access rates for the traffic at issue in this case. Answering further, AT&T Kentucky states that it lacks knowledge or information regarding the alleged payment practices of other carriers, which are irrelevant in any event. Except as specifically admitted, AT&T Kentucky denies the allegations of paragraph 14.

15. Denied.

16. Denied.

AT&T Kentucky denies that the CLEC is entitled to any relief on its Complaint.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a cause of action on which relief may be granted.

2. The Complaint is barred in whole or part by laches, estoppel, and/or applicable limitations periods.

3. To the extent the Commission, FCC, or other authorities may issue orders during the pendency of this case that affect the issues in this case, or to the extent new or unknown facts arise or are discovered, AT&T Kentucky reserves the right to assert further affirmative defenses.

WHEREFORE, having responded to the Complaint, AT&T Kentucky respectfully requests that the Commission issue an Order dismissing the Complaint and granting such further relief as the Commission deems just and proper.

Respectfully submitted,



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Counsel for:
BellSouth Telecommunications, LLC
d/b/a AT&T Kentucky

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individual by mailing a copy thereof via U.S. Mail, this 16th day of May 2013.

John E. Selent
Edward T. Depp
Jerrad T. Howard
Dinsmore & Shohl, LLP
101 S. 5th Street, Suite 2500
Louisville, KY 40202


Mark R. Overstreet