

Cheryl R. Winn
Attorney At Law

RECEIVED

June 24, 2005

JUN 24 2005

PUBLIC SERVICE
COMMISSION

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Patricia Conner, Complainant v. BellSouth Telecommunications,
Inc., Defendant
PSC 2005-00220

Dear Ms. O'Donnell:

Enclosed for filing in the above-captioned case are the original and ten
(10) copies of the Answer of BellSouth Telecommunications, Inc.

Sincerely,


Cheryl R. Winn

Enclosure

cc: Patricia Conner

591066

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUN 24 2005

In the Matter of:

PUBLIC SERVICE
COMMISSION

PATRICIA CONNER)
)
COMPLAINANT)
)
v.) CASE NO. 2005-00220
)
BELLSOUTH TELECOMMUNICATIONS, INC.)
)
DEFENDANT)

ANSWER OF BELLSOUTH TELECOMMUNICATIONS, INC.

The Defendant, BellSouth Telecommunications, Inc. ("BellSouth"), by counsel, for its answer to the complaint of Patricia Conner ("Ms. Conner"), states as follows:

The Complaint filed by Patricia Conner pertains to an outstanding final bill owed to BellSouth for residential service rendered to her mother, Annie Story aka Anna Chenault ("Ms. Story/Chenault"), under account 502 253 9448 296 ("Story Oak Branch Road account"). The account was established in the name of Annie Story on May 19, 1997, to serve the residence located at 610 Oak Branch Road, Louisville, Kentucky. Service was disconnected on the Story Oak Branch Road account on December 17, 2003 for nonpayment of past due regulated charges. The regulated balance on the Story Oak Branch Road account is \$1,005.93 and the non-regulated balance is \$1,160.83.

During the same time period as the final bill on the Story Oak Branch Road account, Ms. Story/Chenault also had residential service at 4314 Bishop Lane, Apartment 101, Louisville, Kentucky from May 29, 2001 through January 25, 2002 (the "Story Bishop Lane account").

Service was disconnected on January 25, 2002 for nonpayment of the regulated charges on the Story Bishop Lane account.

On May 26, 2004, Ms. Conner established residential service at 610 Oak Branch Road, Louisville, Kentucky, under account 502 253 1832 189 (“Conner Oak Branch Road account”) – this is the same residential address for the Story Oak Branch Road account. BellSouth mailed a notice to Ms. Conner advising payment was due and requested a payment of \$658.38 by May 16, 2005 to avoid interruption of service. Ms. Conner made payment in the amount of \$607.52. However, service was interrupted for nonpayment of the remaining regulated charges of \$77.47 on the Conner Oak Branch Road account on May 24, 2005. Ms. Conner made payment of \$79.00 on the Conner Oak Branch Road account on May 25, 2005; however, pursuant to the General Subscriber Services Tariff, service was not restored because of the outstanding final bill on the Story Oak Branch Road account at the same address.

BellSouth requested Ms. Conner provide proof that she did not reside at the final bill location during the time of the final bill on the Story Oak Branch Road account. To date, Ms. Conner has not provided the requested information. Additionally, a review of the public records of the Jefferson County Property Valuation Administrator reveal Ms. Conner purchased the property at 610 Oak Branch Road, Louisville, Kentucky on October 31, 2000 (includes time of the final bill for the Story Oak Branch Road account). During conversations with BellSouth Collections, Ms. Conner advised the Story Oak Branch Road account final bill had been included in an “amended” bankruptcy filing in Ms. Conner’s bankruptcy discharge, U.S. Bankruptcy Court for the Western District of Kentucky Bankruptcy Petition #03-35075 (the “Conner bankruptcy”). BellSouth requested Ms. Conner provide proof the final bill on the Story Oak Branch Road account had been included in the Conner bankruptcy because the bill was in a different name and social security number.

Ms. Conner advised BellSouth the Story Oak Branch Road account final bill had been included in an Amendment of Schedule of Creditors filed in the Conner bankruptcy on December 30, 2004. BellSouth's bankruptcy department subsequently learned, through examination of public records, that the Conner bankruptcy was discharged September 29, 2004 and the Amended Schedule was never scheduled in court and discharged by the court in the Conner bankruptcy.

Ms. Conner advised BellSouth that she has power of attorney for her mother, Ms. Story/Chenault, and that Ms. Story/Chenault claimed responsibility for the final bill on the Story Oak Branch Road account final bill. Ms. Conner subsequently provided BellSouth with a Power of Attorney, Exhibit 1, which appears facially deficient. The Power of Attorney was executed by Ms. Story/Chenault on May 27, 2005 but notarized on January 4, 2005. Additionally, Ms. Conner advised BellSouth Ms. Story/Chenault has petitioned by bankruptcy in the United States Bankruptcy Court for the Western District of Kentucky in Petition # 04-37602, (the "Story/Chenault bankruptcy"). However, the Story Oak Branch Road account final bill has not been included in that proceeding. Public records indicated the final report is due to be issued by the United States Trustee on June 27, 2005 in the Story/Chenault bankruptcy. Finally, Ms. Story/Chenault has not provided a valid social security number on the Story Oak Branch Road account final bill which would be required to add the debt to the Story/Chenault bankruptcy.

The issue in this Complaint is whether BellSouth can deny Ms. Conner service based on the delinquent final bill on the Story Oak Branch Road account. Pursuant to BellSouth's General Subscriber Services Tariff, BellSouth may refuse service to any applicant desiring to establish service or it may suspend service if the subscriber for the service has not made satisfactory arrangements for payment of the prior indebtedness regardless of the listing. See Exhibit 2, Excerpt from BellSouth Telecommunications, Inc.'s General Subscriber Services Tariff 2A,

A.2.3.5. BellSouth continued the suspension of Conner's Oak Branch Road account when its investigation revealed she lived at and owned the location of the final bill on the Story Oak Branch Road account during the period of the final bill on the Story Oak Branch Road account.

Despite having ample opportunity to do so, Ms. Conner has not provided BellSouth proof that she did not reside at the final bill location for the Story Oak Branch Road account, nor has she provided BellSouth with documentation to prove the final bill was discharged in the Conner bankruptcy or is scheduled to be discharged in the Story/Chenault bankruptcy.

BellSouth will restore service to Ms. Conner, account 502 253 1832 189 (the Conner Oak Branch Road account), once payment of the regulated charges of \$1,005.93 is made on the final bill in the name of Annie Story, account 502 253 9448 296 (the Story Oak Branch Road account), or if Ms. Conner provides proof she did not reside at 610 Oak Branch Road, Louisville, Kentucky, during the time of the final bill on the Story Oak Branch Road account (May 19, 1997 – December 17, 2003). Additionally, BellSouth will restore service if Ms. Conner provides verifiable information to prove the account should be included in Ms. Story/Chenault's bankruptcy filing, 04-37602.

FIRST DEFENSE

1. The Complaint fails to state a cause of action upon which relief can be granted.

SECOND DEFENSE

2. BellSouth submits no response is required to grammatical paragraph 1 of the Complaint.
3. With regard to the allegation contained in grammatical paragraph 2 of the Complaint, BellSouth denies the allegations. BellSouth affirmatively states that Judy Archey, Supervisor, BellSouth Regional Bankruptcy Center, advised Ms. Conner that pursuant to the applicable General Subscriber Services Tariff, BellSouth reserves the right to refuse service to

any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. BellSouth further states it requested proof Ms. Conner did not reside at the final bill location of the Story Oak Branch Road account and/or documentation that would provide proof that the debt was included in the Conner bankruptcy. To date, Ms. Conner has not furnished BellSouth with valid information to have her service restored on the Conner Oak Branch Road account.

4. With respect to the allegations contained in grammatical paragraph 3 of the Complaint, BellSouth admits only that Ms. Conner advised BellSouth that she had included this debt in the Conner bankruptcy. BellSouth denies all other allegations contained in grammatical paragraph 3 of the Complaint. BellSouth further affirmatively states that Ms. Conner was advised on multiple occasions her working service was in jeopardy because of the final bill on the account at the same location as her working service. BellSouth requested Ms. Conner provide it proof that she did not reside at the final bill location and/or documentation that would provide proof that the debt was included in the Conner bankruptcy filing, Docket 03-35075, that was “Discharged” on or about September 29, 2004. An examination of the public record of Ms. Conner’s bankruptcy proceeding indicates the amended document provided to the Kentucky Public Service Commission was filed after the date of Ms. Conner’s discharge and was never acted on by the court. Accordingly, to date, the Story Oak Branch Road account final bill has not been discharged in bankruptcy.

5. With respect to the allegations contained in grammatical paragraph 4 of the Complaint, BellSouth denies the allegations regarding having received a call from the Kentucky Public Service Commission. BellSouth affirmatively states it contacted Ms. Conner on May 27, 2005, via a 3-way conference call with Ms. Conner, Collections, and Bankruptcy departments to advise Ms. Conner what information she would need to provide to BellSouth in order to have her

service restored. The following information was requested: (a) legible photo id for both Patricia Conner and Anna K. Story/Chenault; (b) a valid Durable Power of Attorney; and (c) documentation from Ms. Story/Chenault's attorney affirming that Ms. Story/Chenault is responsible for the final bill, 502 253-9448-296, the Story Oak Branch Road account, in the amount of \$2,166.76, along with assurance that the debt will be included in Ms. Story/Chenault's bankruptcy filing, Docket 04-37602. BellSouth further advised Ms. Conner the documentation would need to be provided on Ms. Story/Chenault's attorney's letterhead.

6. BellSouth denies the allegations contained in grammatical paragraph 5 of the Complaint. BellSouth affirmatively states that despite Ms. Conner's protestation otherwise, she owned and resided at the final bill location during the period of time covered by the final bill on the Story Oak Branch Road account. She accepted responsibility for the final bill by attempting to include it in her bankruptcy filing. Further, a review of the Jefferson County Property Valuation Administrator's records reveals that Ms. Conner purchased the property located at 610 Oak Branch Road, Louisville, Kentucky on October 31, 2000 well in advance of the final bill date on the Story Oak Branch Road account. BellSouth further states that during conversations with Collections and Bankruptcy personnel, Ms. Conner has never denied living at the final bill location during the time of the delinquency accumulated. BellSouth will restore service to Ms. Conner, account 502 253 1832 189 (the Conner Oak Branch Road account), once payment of the regulated charges of \$1,005.93 is made on the final bill in the name of Annie Story, account 502 253 9448 296 (the Story Oak Branch Road account), or if Ms. Conner provides proof she did not reside at 610 Oak Branch Road, Louisville, Kentucky, during the time of the final bill on the Story Oak Branch Road account (May 19, 1997 – December 17, 2003). Additionally, BellSouth will restore service if Ms. Conner provides verifiable information to prove the account should be included in Ms. Story/Chenault's bankruptcy filing, 04-37602. The power of attorney previously

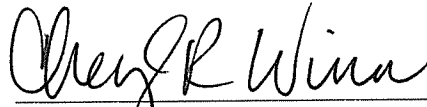
provided to BellSouth is facially deficient. The signature date of Ms. Story/Chenault is subsequent to the notary date of the document.

7. With respect to the allegations contained in grammatical paragraph 6 of the Complaint, BellSouth denies the allegations. BellSouth affirmatively states it will restore Ms. Conner's service upon the verifiable documentation as outlined in numerical paragraph 6 of this Answer to Ms. Conner's complaint.

8. All allegations contained in the Complaint not specifically admitted are denied.

WHEREFORE, BellSouth respectfully requests that this Complaint be dismissed and held for naught and BellSouth be granted any and all other relief to which it may appear entitled.

Respectfully submitted,



Cheryl R. Winn
601 W. Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY 40232
Telephone: (502) 582-1475
Facsimile: (502) 582-1573

COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.

590702

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENCE. that I, ANNA K. CHENAULT having my legal residence at 4314 Bishop Lane Plaza Apt. 101 in the City of Louisville, County of Jefferson, State of Kentucky 40218, having made, constituted and appointed, and by these presence do make, constitute and appoint PATRICIA M. CONNER, whose address is 610 Oak Branch Road, Louisville, Kentucky 40245, my true and lawful attorney to act in, manage, and conduct all my estate and all my affairs, and for that purpose for me and in my name, place, and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds, and things, that is to say:

1. To buy, receive, lease, accept, or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance of any property whatsoever and wheresoever situated, be it real, personal, or mixed, or any custody, possession, interest, or right therein or pertaining thereto, upon such terms as my said attorney shall think proper;

2. To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my real, personal, or mixed property, or any interest therein or pertaining thereto, to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

3. To make, do, and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collections, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, claims, demands, debts, taxes, and obligations, which may now or hereafter be due, owing or payable by me or to me;

4. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, releases, and such other instruments in writing of whatever kind and nature, as may be necessary, convenient, or proper in the premises;

5. To make deposits or investments in, or withdrawals from, any account, holding, or interest which I may now or hereafter have, or be entitled to, in any banking, trust, or investment institution, including credit unions, savings and loan associations, and similar institutions; to exercise any right, option, or privilege pertaining thereto; and to open or establish accounts, holdings or interests of whatever kind or nature, with any such institution, in my name or in my said attorney's name or in both our names jointly;

6. To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

7. To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interests, I may now or hereafter hold;

8. To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of, my said attorney, in respect to all or any of the matters or things herein mentioned, and upon such terms as my attorney shall think fit;

9. To execute vouchers in my behalf payable to me, and to receive, endorse, and collect the proceeds of checks payable to the order of the undersigned;

10. To prepare, execute, and file income and other tax returns, and other governmental reports, declarations, applications, requests and documents;

11. To act as my attorney-in-fact or proxy in respect to any policy of insurance on my life and in that capacity to exercise any right, privilege, or option which I may have thereunder or pertaining thereto, excluding, however, the right to change the beneficiary, the right to change the method of payment of insurance proceeds, and the right to make a cash surrender of the policy as distinguished from a surrender of the policy for loan, conversion, or other purposes and provided therein;

12. To have access to any safe deposit box or boxes that may be now or hereafter rented by me or for me, or standing in my name; to withdraw or remove any of the contents thereof and to make deposits in and otherwise use or surrender such box or boxes; and to rent any safe deposit box or boxes in my name or in my said attorney's name or in both our names jointly.

13. Such attorney-in-fact is further authorized to take charge of my person in case of sickness or disability of any kind; to remove and place me in such hospitals or places as such attorney may deem best for

my personal care, comfort, benefit and safety; and to authorize such medical procedures, care, or attention as I may need; and for said purposes to use and disburse any or all of my monies and other property.

14. I hereby expressly revoke all prior powers of attorney heretofore executed by me.

15. This power of attorney shall be unaffected by the disability of the principal. Disability shall be defined as a substantial impairment of my ability to care for my property by reason of age, illness, infirmity, mental weakness or intemperance. For the purposes of the exercise of this power by my attorney in fact, my disability shall be conclusively determined by a written declaration of my disability either by me to my attorney in fact or by my personal physician, or if none, any other licensed physician, to me and my attorney in fact. I hereby bind myself to indemnify such physician who shall so act against any and all claims, demands, losses, damages, actions, and causes of action, including expenses, costs, and reasonable attorney fees which such physician at any time may sustain or incur in connection with this power of attorney.

GIVING AND GRANTING upon my said attorney full power and authority to do and perform all and every act, deed, matter, and thing whatsoever on and about my estate, property, and affairs as fully and effectual to all intents and purposes as I might or could do in my own proper person if personally present, the above specially enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of May, 2005.

Anna K. Chenaault
ANNA K. CHENAULT

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

I, Tom Cook, do hereby certify that I am a duly commissioned, qualified, and authorized Notary Public in and for said County and State; and that ANNA K. CHENAULT Grantor of the foregoing Power of Attorney, appeared before me this day within the territorial limits of my authority, and being first duly sworn, executed said instrument by placing his signature in the space above after the contents thereof had been read and duly explained and acknowledged that the execution of said instrument was a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 4th day of January, 2005

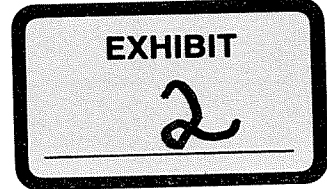
My Commission Expires: 3/19/2008

[Signature]
NOTARY PUBLIC, STATE OF KENTUCKY AT LARGE

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: December 22, 1993
BY: M. H. Greene, President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Third Revised Page 5
Cancels Second Revised Page 5
EFFECTIVE: January 24, 1994



A2. GENERAL REGULATIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.3 Party Line Service (Cont'd)

- B. The Company reserves the right to cancel any existing Party Line Service, upon thirty days notice, whenever in the judgment of the Company the use of the party line subscriber is such, from high volume of use, other failure to fairly share the line, listening in on party line conversations, or other causes, as to interfere with the reasonable use of the other party connected with the same line. (1)

A2.3.4 Reserved For Future Use

A2.3.5 Application For Service

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If telephone service is established and it is subsequently determined that either condition in A2.3.5.B. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When additions, rearrangements, relocations or modification of service and equipment requested by a customer or applicant are canceled in whole or in part or are unduly delayed by or at the request of the customer or where the customer or applicant modifies his request for service and equipment so that additional costs are incurred by the Company, charges specified in Section A5. apply in addition to regular tariff rates and charges.

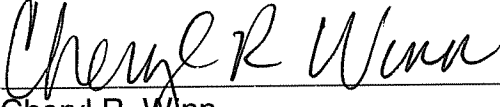
A2.3.6 Application Of Rates For Business And Residence Service

- A. In general, business rates apply at business locations and residence rates apply at residence locations, as illustrated by situations described in B. and C. following.

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the following individual by mailing a copy thereof, this 24th day of June 2005.

Patricia Conner
610 Oak Branch Road
Louisville, KY 40245


Cheryl R. Winn