

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BLC MANAGEMENT, LLC D/B/A ANGLES COMMUNICATION SOLUTIONS)	
)	CASE NO.
)	2007-00262
COMPLAINANT)	
)	
V.)	
)	
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY)	
)	
DEFENDANT)	

ORDER TO SATISFY OR ANSWER

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky") is hereby notified that it has been named as defendant in a formal complaint filed on June 27, 2007, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, AT&T Kentucky is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order. Pursuant to 807 KAR 5:006, Section 11, the account with AT&T Kentucky of BLC Management, LLC d/b/a Angles Communication Solutions ("Angles Communication") shall be considered in good standing and service shall not be terminated provided that Angles Communication pays current, undisputed bills.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 11th day of July, 2007.

By the Commission

ATTEST



Executive Director



S T O L L · K E E N O N · O G D E N
P L L C

2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202-2828
Telephone: (502) 333-6000
Facsimile: (502) 333-6099
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DOUGLAS F. BRENT
Direct Dial: (502) 568-5734
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douglas.brent@skofirm.com

June 26, 2007

VIA HAND DELIVERY

Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

RECEIVED

JUN 26 2007

**PUBLIC SERVICE
COMMISSION**

RE: *BLC Management, LLC d/b/a Angles Communication Solutions v. BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky*

Dear Ms. O'Donnell:

Enclosed please find and accept for filing the original and ten copies of a Formal Complaint in the above-referenced matter. Please confirm your receipt of this filing by placing the stamp of your Office with the date received on the enclosed additional copies and return them to me in the enclosed self-addressed stamped envelope.

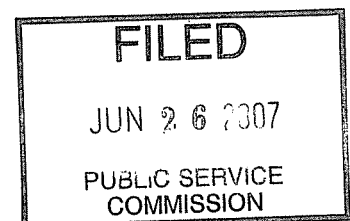
Please do not hesitate to contact me if you have any further questions with regard to this matter.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

DFB/ec
Enclosures as mentioned
cc: Mary Keyer (BellSouth Telecommunications, Inc.)
Henry Walker



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)	
)	Case No. <u>2007-00262</u>
BLC Management, LLC)	
d/b/a Angles Communication Solutions)	
)	
)	Complainant
v.)	
)	
BellSouth Telecommunications, Inc.)	
d/b/a AT&T Kentucky)	
)	

FORMAL COMPLAINT

SUMMARY

For approximately one year, BLC Management, LLC d/b/a Angles Communication Solutions (“Angles”), a Tennessee-based reseller, has been involved in a billing dispute with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T”). Since February 2007, the parties have been before the Tennessee Regulatory Authority (“TRA”) trying to mediate or, if necessary, litigate this dispute. Since June 2006, Angles has stayed current on all undisputed bills owed to AT&T, and the TRA has ordered AT&T not to take any action to interfere with Angles’ service to its customers without the prior approval of the TRA.

Unwilling to wait for a decision from the TRA, AT&T has now threatened to interfere with Angles’ service to its three thousand residential customers in Kentucky over this same, year-old billing dispute.

Angles asks the Commission to order AT&T, as the TRA has done, not to interfere with service to Angles’ customers in this state while this matter remains pending at the TRA and Angles stays current on its undisputed bills.

BACKGROUND

Angles, located in Memphis, Tennessee, offers residential telephone service in competition with AT&T. Angles requires customers to pre-pay for service and largely serves those who are unable to obtain service from other carriers because of credit problems. In addition to Tennessee, Angles offers service in Kentucky, Mississippi, and Florida pursuant to authority under state law including registration or certificates issued by regulatory commissions in each of those states.

Since June 2006, Angles has been engaged in a billing dispute with BellSouth Telecommunications, Inc., which does business in Kentucky using the assumed name AT&T Kentucky ("AT&T"). The dispute concerns bills rendered by AT&T between January 2004, when Angles began operations, through May 2006. AT&T informed Angles in June 2006, Angles owed a total of \$120,402.61 in outstanding, undisputed charges. Angles promptly paid that amount. Eight months later, AT&T stated that it had made a billing error and that Angles owed an additional amount of approximately \$500,000 from the period January 2004, through May 2006.

On February 22, 2007, Angles filed a complaint with the Tennessee Regulatory Authority ("TRA") concerning AT&T's claimed billing errors. A copy of the complaint is attached. At AT&T's request, Angles agreed to participate in mediation sessions with the TRA Staff to try to resolve this dispute. In the meantime, Angles has paid, and continues to pay, all current, undisputed charges since June 2006, as evidenced by affidavits filed with the TRA by CGM L.L.C. Telecom Services ("CGM"), an outside consulting firm hired by Angles to assist in handling billing issues with AT&T. Angles has also invited the TRA to monitor the parties to insure that Angles is promptly paying all current, undisputed amounts owed to AT&T and that

AT&T does nothing to interfere with Angles ability to serve its customers while this billing dispute is pending before the agency.

Since Angles is located in Tennessee, Angles initially filed its complaint in that state. Since the amounts in dispute are not state specific, the TRA proceeding is addressing the entire amount of the parties' billing dispute.

Thus far, mediation at the TRA has not been successful. AT&T has requested that the Authority set the matter for hearing. Angles had previously told the agency that if mediation fails, Angles will proceed on the merits of the complaint. Meanwhile, the TRA has orally instructed AT&T to take no action to interfere with Angles ability to serve its customers without prior approval from the Authority. AT&T agreed to that condition.

Even though the Tennessee Regulatory Authority has undertaken to resolve the total amount at issue between AT&T and Angles, AT&T sent Angles a letter on June 12, 2007, stating that AT&T will refuse requests for additional service in Mississippi, Florida, and Kentucky unless Angles pays AT&T \$687,072.22 by June 27, 2007, and will interrupt service to Angles' customers in those states unless all past due amounts claimed by AT&T are paid by July 12, 2007.

The amount AT&T claims it is owed is inaccurate and inconsistent with information produced in Tennessee. More importantly, it is the same dispute *i.e.*, amounts allegedly owed from the period January 2004, through May 2, 2006, that the parties have been trying to mediate and are now preparing to litigate in Tennessee.

RELIEF SOUGHT

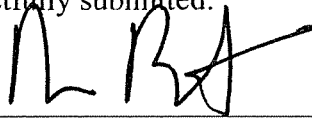
It is not clear whether AT&T can, in fact, interfere with Angles' ability to add or serve customers in selective states while not interfering with Angles' service in Tennessee. Nevertheless, should AT&T attempt to do so, Angles asks that the Commission instruct AT&T to take no action against Angles until this matter is resolved in Tennessee. As long as Angles continues to pay its current, undisputed bills, as it has done since June 2006, AT&T suffers no harm by waiting for Tennessee regulators to act. On the other hand, if AT&T is able to force Angles out of business in Kentucky, Angles' customers, most of whom are unable to purchase service from AT&T because of prior credit problems, will face the loss of local telephone service.

As Angles has stated to the Tennessee Regulatory Authority, Angles disagrees that it owes AT&T any undisputed charges from the period January 2004, through May 2006. Nevertheless Angles remains willing to pay any such amounts owed to AT&T once the parties or the TRA agree on what amounts, if any, are owed.

Therefore, Angles asks that the Commission take jurisdiction over this complaint¹ for the limited purpose of ordering the parties to maintain the status quo pending the outcome of Angles' complaint in Tennessee and as long as Angles remains current on its undisputed bills.

¹ Under the parties' interconnection agreement, "General Terms and Conditions," Section 10, either party may petition the state commission to resolve a dispute, including a billing dispute, arising under the agreement.

Respectfully submitted:



Douglas F. Brent
Deborah T. Eversole
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202-2828
Telephone: (502) 333-6000
Facsimile: (502) 333-6099
Email: douglas.brent@skofirm.com

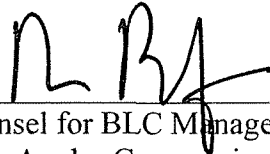
Henry Walker (BPN 000272)
Boult, Cummings, Conners, & Berry PLC
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
Telephone: (615) 252-2363
Facsimile: (615) 252-6363
Email: hwalker@boultcummings.com

Counsel for BLC Management, LLC
d/b/a Angles Communication Solutions

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon the following, this 26th day of June 2007:

Mary Keyer
BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky
601 West Chestnut Street
Louisville, Kentucky 40232



Counsel for BLC Management, LLC
d/b/a Angles Communication Solutions

ATTACHMENT



BOULT ■ CUMMINGS®
CONNERS ■ BERRY PLC

Henry Walker
 (615) 252-2363
 Fax: (615) 252-6363
 Email: hwalker@boultoncummins.com

February 22, 2007

Sara Kyle, Chairman
 Tennessee Regulatory Authority
 460 James Robertson Pkwy
 Nashville, TN 37243-0505

07-00053

Re: *In re: Complaint of BLC Management, LLC d/b/a Angles Communication Solutions Against BellSouth Telecommunications, Inc. to Resolve Billing Disputes, Enforce the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*

Dear Chairman Kyle:


I have today filed a Complaint against BellSouth on behalf of Angles Communication Solutions. In order to avoid the disruption of service to 3,000 Tennessee customers living in and around Memphis, it is critical that this matter be placed on the Authority's agenda conference on Monday, February 27, 2007.

In sum, the parties have been involved in a billing dispute since last June. BellSouth claims that Angles owes more than \$700,000 in undisputed charges going back to 2005. Angles' records show that it paid BellSouth all outstanding, undisputed charges in June, 2006, and has remained current since that time.

Angles asks that the TRA resolve this billing dispute and that, pending the outcome of this Complaint, the TRA order the parties to maintain the status quo. This request is consistent with the parties' interconnection agreement which prohibits BellSouth from suspending service over a billing dispute until the matter can be resolved by the parties or, if necessary, by the TRA. Angles will continue to pay all current, undisputed charges from BellSouth and invites the Authority to monitor the parties to make sure that Angles is promptly paying all current, undisputed amounts and that BellSouth does nothing to interfere with Angles' ability to serve its customers.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
 Henry Walker

HW/djc

cc: Director Pat Miller
 Director Ron Jones
 Director Eddie Roberson
 Guy Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

FEBRUARY 22, 2007

*In re: Complaint of BLC Management, LLC d/b/a
Angles Communication Solutions Against BellSouth
Telecommunications, Inc. to Resolve Billing Disputes,
Enforce the Parties' Interconnection Agreement, and
Prevent Interference with Service to Customers*

Docket No. _____

**COMPLAINT OF BLC MANAGEMENT, LLC D/B/A ANGLES COMMUNICATION
SOLUTIONS AGAINST BELL SOUTH TELECOMMUNICATIONS, INC. TO
RESOLVE BILLING DISPUTES, ENFORCE THE PARTIES' INTERCONNECTION
AGREEMENT, AND PREVENT INTERFERENCE WITH SERVICE TO CUSTOMERS**

Summary

BLC Management, LLC d/b/a Angles Communication Solutions ("Angles") files this complaint against BellSouth Telecommunications, Inc. ("BellSouth"). In sum, the parties have a significant billing dispute which they are unable to resolve. Therefore, pursuant to state law and the terms of the parties' state-approved interconnection agreement, Angles asks the Tennessee Regulatory Authority ("TRA" or the "Authority") to resolve this dispute. Angles asks the TRA to order the parties to maintain the status quo pending the outcome of this Complaint.

This billing dispute dates back to June, 2006. The parties have had numerous communications since that time. On Friday, February 16, 2007, Angles received a letter from BellSouth, dated February 13, 2007, stating that BellSouth will suspend Angles' access to BellSouth's ordering systems unless Angles pays BellSouth \$705,662.77 by February 28, 2007. Angles' own records, which are supported by the affidavit of outside consultants hired by Angles, demonstrate that there are no undisputed amounts owed to BellSouth. Although BellSouth initially requested a meeting with Angles to resolve this billing dispute, BellSouth has failed to respond to Angles' repeated requests for a such meeting.

BellSouth's actions threaten the telephone service of approximately 3,010 Tennessee customers, most of whom are low income, residential customers living in the Memphis area. To prevent BellSouth from hindering Angles' ability to serve its customers, Angles asks the TRA to order BellSouth to take no action against Angles pending resolution of this Complaint. In the meantime, Angles will continue paying all undisputed, current charges owed to BellSouth and invite the TRA, through its staff, to monitor this process to make sure that both sides maintain the status quo.

I. PARTIES

Angles is a telecommunications carrier authorized to provide competitive local exchange services in Tennessee. (See TRA Docket No. 03-00575.) Angles' business address is:

Angles Communication Solutions
11121 Highway 70, Ste. 202
Arlington, TN 38002

BellSouth is an incumbent local exchange carrier ("ILEC"). BellSouth's business address is:

BellSouth Telecommunications, Inc.
1155 Peachtree Street NE
Atlanta, Georgia 30309-3610

II. JURISDICTION

The Authority has jurisdiction with respect to the claims asserted in this complaint under T.C.A. §65-4-115 and §65-4-117. The Authority also has jurisdiction under the Authority's Order dated July 1, 2005, in Docket No. 05-00107 in which the Authority approved the interconnection agreement between Angles and BellSouth. That agreement provides in Section 10 of the "General Terms and Conditions" that either party may petition the Authority to resolve a dispute arising under the agreement. Moreover, the Authority has jurisdiction to enforce

interconnection agreements inherent in its authority under Section 252 of the Act to approve such agreements.

III. DESIGNATED CONTACT

Communications regarding this complaint should be directed to:

Henry Walker, Esq.
Boult Cummings Conners Berry, PLC
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363 (telephone)
(615) 252-6363 (fax)

IV. STATEMENT OF FACTS

1. Angles is a competitive, local exchange provider authorized to offer telephone service in Tennessee. See TRA Docket 03-00575, Order issued January 15, 2004. Angles primarily serves residential, low income customers in and around Memphis, Tennessee. At this time, Angles has approximately 3, 010 customers in Tennessee.

2. Angles has an interconnection agreement with BellSouth which was approved by the Authority in Docket 05-00107, Order issued July 1, 2005.

3. The interconnection agreement provides that BellSouth may suspend or terminate services for nonpayment “of amounts not subject to a billing dispute.” Attachment 7, Section 1.7.2, (emphasis added).

4. The interconnection agreement also provides that, in the event the parties are unable to resolve a billing dispute within sixty calendar days, the “aggrieved party” may petition the Authority for a resolution of the dispute. Attachment 7, Section 2.1; General Terms and Conditions, Section 10.

5. Since June, 2006, CGM L.L.C. Telecom Services ("CGM") has provided assistance to Angles in reviewing bills from BellSouth. Each month, CGM reviews the bills from BellSouth, submits requests for promotional credits, files disputes regarding inaccurate or inappropriate charges, and provides Angles with a monthly spreadsheet identifying the open balances, the current charges and the total of unresolved, open disputes. CGM's web-based application also allows Angles to track the payments made by Angles to BellSouth. See attached affidavit.

6. In June, 2006, BellSouth suspended Angles' access to BellSouth's ordering systems ("LENS") because of a shortfall in the payment of undisputed charges. After several conversations and emails between CGM and BellSouth, BellSouth informed CGM that Angles' outstanding balance, as of June 7, 2006, was \$385,834.56 and that BellSouth recognized a total of \$265,431.95 in unresolved disputes and promotional claims. BellSouth informed CGM that Angles must pay the total outstanding, undisputed amount of \$120,402.61 in order to regain access to LENS. Angles paid that amount to BellSouth on June 7, 2006. See attached affidavit.

7. On July 24, 2006, BellSouth sent Angles an automatically generated notice that service would be interrupted if Angles did not pay BellSouth \$503,184.27. On October 9, 2006, BellSouth sent another, automatically generated notice stating that Angles' service would be interrupted unless Angles paid \$430,877.29. On December 13, 2006, BellSouth sent a third notice claiming that Angles owed \$577,742.56. In each case, following subsequent discussions with CGM, BellSouth, and Angles, it appeared that the amount claimed by BellSouth was substantially in error. Since June, 2006, BellSouth has not interrupted Angles' service nor suspended Angles' access to BellSouth's ordering systems.

8. Following discussions between Angles and BellSouth which arose after the issuance of the December 13, 2006, notice, Angles agreed to provide BellSouth with a spreadsheet showing all open disputed charges and promotional claims. The requested information was prepared by CGM and sent to BellSouth on January 9, 2007. As of that date, the open disputed charges and claims for promotional credits totaled \$631,560.92. To the best of the knowledge of CGM and Angles, BellSouth does not dispute that number and that figure is not at issue in this Complaint. At the request of BellSouth, Angles and CGM provided BellSouth with additional information on January 17, 2007, to explain the underlying basis for those disputed charges and promotional credits. BellSouth has not questioned the sufficiency of that information. At BellSouth's request, Angles made a "good faith" payment of \$75,000 to BellSouth on December 28, 2006, and agreed to pay all outstanding, undisputed charges as soon as the parties could agree upon what, if any, additional undisputed charges are owed. Angles also agreed to BellSouth's request for a face-to-face meeting to reconcile these billing issues.

9. Following the submission of the additional information on January 17, 2007, Angles heard nothing until February 16, 2007, when it received a letter stating that Angles' access to BellSouth's ordering systems would be suspended unless Angles paid BellSouth \$705,662.77 by February 28, 2007. In the letter, BellSouth stated that the payment of \$120,402.61 made by Angles in June, 2006 did not cover Angles' outstanding balance at that time – contrary to BellSouth's previous representations – but had been accepted by BellSouth "as a good faith gesture only."

10. On December 20, 2007, BellSouth requested a meeting with Angles to resolve these continuing billing issues, determine the amount owed in undisputed charges, and make arrangements for Angles to pay that amount. Angles agreed to such a meeting and has

repeatedly reminded BellSouth of the need for such a meeting. After receiving BellSouth's latest demand letter, Angles again requested that meeting. To date, Angles has received no response.

11. Angles disputes that it owes BellSouth any, undisputed charges. Since June, 2006, when Angles paid BellSouth the full amount of undisputed charges claimed by BellSouth as of that date, Angles has remained current in its payments. Angles remains willing to meet with BellSouth and to pay any additional, undisputed amounts owed to BellSouth if the parties or the TRA determine that additional amounts are owed.

12. The parties interconnection agreement prohibits BellSouth from interfering with Angles' ability to serve its customers because of a billing dispute between Angles and BellSouth. Until the dispute is resolved, any such action by BellSouth would violate the agreement.

17. Pursuant to state law, T.C.A. §65-4-115, no public utility, "may adopt, maintain, or enforce any regulation, practice, or measurement which is unjust [or] unreasonable." Pursuant to T.C.A. §65-4-124(a), all telecommunications service providers shall provide interconnection to their networks "under reasonable terms and conditions." BellSouth's threat to suspend Angles' access to BellSouth's ordering systems unless Angles pays BellSouth \$705,622.77 by February 28, 2007, is unjust and unreasonable in violation of these state statutes.

V. RELIEF SOUGHT

This billing dispute has been pending for approximately nine months. Angles asks that the Authority resolve the parties' billing dispute and, pending the outcome of this Complaint, order the parties to maintain the status quo. Angles invites the Authority, through its staff, to insure that Angles remains current on its bills while BellSouth takes no action in interfere with Angles' service to its customers. Angles also asks that the Authority grant Angles any such additional relief as the Authority finds just and appropriate.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: _____

Henry Walker, Esq.
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363 (telephone)
(615) 252-6363 (fax)

*Attorney for BLC Management, LLC d/b/a
Angles Communication Solutions*

Affidavit of Charles Campbell

STATE OF Georgia

COUNTY OF Fulton

My name is Charles Campbell (the "Affiant). I am a Principal of CGM Telecom Services. In 2006, Angles hired CGM to begin reviewing and tracking Angles bills from and payments to BellSouth. Each month CGM reviews the bills from BellSouth, submits requests for promotional credits, and files disputes regarding inaccurate or inappropriate charges. Through December, 2006, CGM provided Angles with a monthly spreadsheet identifying the open balances, the current charges and the total of unresolved, open disputes. Angles would determine the amount of their payments based on this input. CGM's web-based application would identify the receipt of payments made by Angles to BellSouth by processing the following month's ILEC invoice. CGM and Angles have followed this procedure since July, 2006.

In early June, 2006, BellSouth suspended Angles' access to LFNs because of a shortfall in the payment of undisputed charges. On behalf of Angles, I had several communications with Ms. Leisa G. Mangina of BellSouth. On June 7, 2006, Ms. Mangina sent me an email stating that the total balance due as of that day was \$385,834.56. She wrote that BellSouth recognized a total of \$265,431.95 in unresolved disputes and outstanding claims for promotional credits. The email stated that Angles would have to pay the difference, \$120,402.61, "to get lens back up." She also sent instructions on how Angles should wire that amount to BellSouth. I understood from her email and our previous communications that the amount she described was the total amount due to BellSouth as of June 7, 2006, less unresolved disputes and outstanding promotional claims. I understood that if Angles paid that amount, Angles' outstanding balance in undisputed charges would be reduced to zero. Angles paid that amount on June 7, 2006.

FURTHER, the Affiant saith not.


CHARLES CAMPBELL

SWORN to and subscribed before me


this ___ day of _____, 2007.

NOTARY PUBLIC
My commission expires: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been delivered, via U.S. Mail, to the following on this the 22 day of February, 2007:

Guy Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300


Henry M. Walker, Esq.



BOULT ■ CUMMINGS®
CONNERS ■ BERRY PLC

RECEIVED
2007 MAR -6 11 29 AM
T.R.A. DOCKET ROOM

Henry Walker
(615) 252-2363
Fax: (615) 252-6363
Email: hwalker@boultcummings.com

March 6, 2007

Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Pkwy
Nashville, TN 37243-0505

Re: *In re: Complaint of BLC Management, LLC d/b/a Angles Communication Solutions Against BellSouth Telecommunications, Inc. to Resolve Billing Disputes, Enforce the Parties' Interconnection Agreement, and Prevent Interference with Service to Customers*
Docket Number: 07-00053

Dear Chairman Kyle:

For filing in the above referenced docket, please find enclosed the original affidavit of Steve Watson.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:
Henry Walker

HW/djc
cc: Guy Hicks

Affidavit of Steve Watson


STATE OF Florida)

COUNTY OF Escambia)

My name is Steve Watson (the "Affiant") with CGM L.L.C. Telecom Services. I work with Angles Communication Solutions ("Angles"). Since June, 2006, I have worked with Angles to insure that each month, Angles is informed of the amount due BellSouth, less disputed charges and claims for promotional credits. We file, on behalf of Angles, notice of billing disputes and claims for promotional credits and track the progress of those filings. As of February 28, 2007, those unresolved/open disputed charges and promotional claims totaled \$703,635. Based on my discussions with BellSouth representatives, it is my understanding that BellSouth concurs with that figure as of that date. Every month, we also confirm receipt of all payments made by Angles to BellSouth.

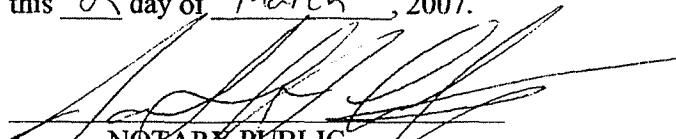
CGM records show that Angles has paid the entire undisputed amounts of their Bell South invoices from June, 2006 through present time.

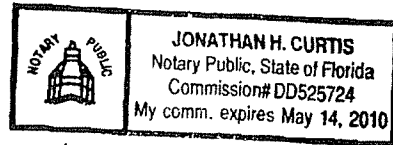
FURTHER, the Affiant saith not.


STEVE WATSON

SWORN to and subscribed before me

this 2 day of March, 2007.


NOTARY PUBLIC
My commission expires: _____



FLDL W385-798-50-201-0
411103-61108

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

MAY 9, 2007

*In re: Complaint of BLC Management, LLC d/b/a
Angles Communication Solutions Against BellSouth
Telecommunications, Inc. to Resolve Billing Disputes,
Enforce the Parties' Interconnection Agreement, and
Prevent Interference with Service to Customers*

Docket No. 07-00053

SUPPLEMENTAL AFFIDAVIT OF STEVE WATSON

BLC Management, LLC d/b/a Angles Communication Solutions ("Angles") submits the attached, supplemental affidavit of Steve Watson in the above-captioned proceeding.¹ The affidavit states that Angles continues to pay (through April, 2007) the undisputed charges owed to BellSouth, as it has done since June, 2006.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: Henry Walker *lac*
Henry Walker, Esq.
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363 (telephone)
(615) 252-6363 (fax)

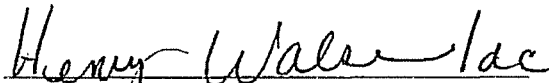
*Attorney for BLC Management, LLC d/b/a
Angles Communication Solutions*

¹ This is a copy of the affidavit. The original will be filed on May 10, 2007.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been delivered, via U.S. Mail, to the following on this the 9 day of May, 2007:

Guy Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300


Henry M. Walker, Esq.


Affidavit of Steve Watson

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

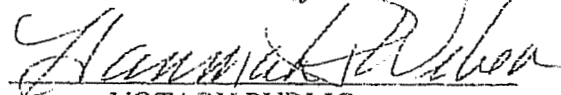
My name is Steve Watson (the "Affiant") with CGM Telecom Services L.L.C. I have previously submitted an affidavit in this case, TRA Docket 07-00053, describing my work with Angles Communication Solutions ("Angles"). In that affidavit, I stated, inter alia, that "CGM records show that Angles has paid the entire undisputed amounts of their BellSouth invoices from June, 2005 through [the] present time [February 28, 2007]." CGM records now show that relative to the BST bill periods due in March and April 2007, Angles has withheld the disputes and promotions we filed on their behalf and remitted payment for the entire remaining amounts due in March and April 2007 excluding approximately \$4,000 currently being researched by CGM and Angles.

FURTHER, the Affiant saith not.


STEVE WATSON

SWORN to and subscribed before me

this 8th day of May, 2007.


NOTARY PUBLIC

My commission expires: 4 Feb 2008

