

Diamond Williams

100022-TP

From: WOODS, VICKIE (Legal) [vf1979@att.com]
Sent: Thursday, April 21, 2011 12:24 PM
To: Filings@psc.state.fl.us
Subject: 100022-TP AT&T Florida's Response to NewPhone's Second Amended Answer/Counter-Claim
Importance: High
Attachments: Document.pdf

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B. Docket No. 100022-TP: Complaint of BellSouth Telecommunications,

Inc. d/b/a AT&T Florida Against Image Access, Inc. d/b/a New Phone

C. BellSouth Telecommunications, Inc. d/b/a AT&T Florida

on behalf of Manuel A. Gurdian

D. 7 pages total (includes letter, pleading and certificate of service)

E. BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Response to NewPhone's Second Amended Answer/Counter-Claim

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4/21/2011

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK



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April 21, 2011

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

Docket No. 100022-TP: Complaint of BellSouth Telecommunications, Inc. d/b/a AT&T Florida Against Image Access, Inc. d/b/a New Phone

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Response to NewPhone's Second Amended Answer/Counter-Claim, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



Manuel A. Gurdian

cc: All parties of record
Gregory R. Follensbee
Jerry D. Hendrix
E. Earl Edenfield, Jr.

CERTIFICATE OF SERVICE
Docket Nos. 100022-TP

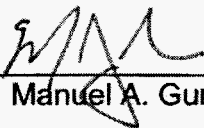
I HEREBY CERTIFY that a true and correct copy was served via
Electronic Mail and First Class U. S. Mail this 21st day of April, 2011 to the
following:

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*Attorney for Image Access, Inc. d/b/a
New Phone*



Manuel A. Gurdian

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth)
Telecommunications, Inc. d/b/a AT&T) Docket No. 100022-TP
Florida Against Image Access, Inc. d/b/a)
New Phone) Filed: April 21, 2011

**AT&T FLORIDA'S RESPONSE TO NEWPHONE'S SECOND AMENDED
ANSWER/COUNTER-CLAIM**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") respectfully submits this Response to the Second Amended Defenses, Answer, and Counter-Claim ("Second Amended Complaint") of Image Access, Inc. d/b/a/ NewPhone ("NewPhone") filed on March 31, 2011.

1. AT&T Florida denies Paragraph 12 of the Defenses as amended by Paragraph 1 of the Second Amended Complaint.

2. AT&T Florida otherwise reasserts and reiterates each and every statement set forth in its original and amended Responses/Answers.

3. AT&T Florida responds to the amended and restated Counter-Claim ("Amended Counter-Claim") as follows:

1. AT&T Florida admits the allegations of Paragraph 1 of the Amended Counter-Claim.

2. AT&T Florida admits that it and NewPhone are parties to the interconnection agreements identified in paragraphs 4 and 5 of AT&T Florida's Complaint and Petition for Relief and that those interconnection agreements say what they say. AT&T Florida denies the remainder of the allegations of Paragraph 2 of the Amended Counter-Claim (including each sub-part).

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3. AT&T Florida admits that the Telecommunications Act of 1996 and regulations promulgated thereunder say what they say. AT&T Florida denies the remainder of the allegations of Paragraph 3 of the Amended Counter-Claim (including each sub-part).

4. AT&T Florida denies the allegations of Paragraph 4 of the Amended Counter-Claim.

5. Absent discovery, AT&T Florida does not know if the allegations of Paragraph 5 of the Amended Counter-Claim are accurate with regard to each of the disputes addressed by the Amended Counter-Claim. AT&T Florida, therefore, denies these allegations.

6. AT&T Florida admits that it has offered certain promotional offerings to its retail customers and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 6 of the Amended Counter-Claim.

7. AT&T Florida admits that it has offered certain "cash back" promotions to its retail customers and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 7 of the Amended Counter-Claim.

8. AT&T Florida denies the allegations of Paragraph 8 of the Amended Counter-Claim.

9. AT&T Florida admits that Paragraph 12 of AT&T Florida's Complaint and Petition for Relief says what it says. AT&T Florida denies the remainder of the allegations of Paragraph 9 of the Amended Counter-Claim.

10. AT&T Florida admits that it has offered certain "line connection charge waiver (LCCW)" promotions to its retail customers and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 10 of the Amended Counter-Claim.

11. AT&T Florida admits that it has offered certain "secondary service charge waiver" promotions to its retail customers and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 11 of the Amended Counter-Claim.

12. AT&T Florida admits that it has offered certain "retention" promotions to retail customers and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 12 of the Amended Counter-Claim.

13. AT&T Florida admits that it has offered certain promotions to retail customers that apply to certain combinations of telecommunications and/or non-telecommunications services and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 13 of the Amended Counter-Claim.

14. AT&T Florida admits that it has offered certain blocking capability to retail customers and denies the remainder of the allegations of Paragraph 14 of the Amended Counter-Claim.

15. AT&T Florida denies the allegations of Paragraph 15 of the Amended Counter-Claim.

16. AT&T Florida admits that it has offered certain promotional offerings to its retail customers and that those promotional offerings speak for themselves. AT&T Florida denies the remainder of the allegations of Paragraph 16 of the Amended Counter-Claim.

17. AT&T Florida denies the allegations of Paragraph 17 of the Amended Counter-Claim.

18. AT&T Florida denies the allegations of Paragraph 18 of the Amended Counter-Claim.

19. AT&T Florida denies the allegations of Paragraph 19 of the Amended Counter-Claim.

20. AT&T Florida denies the allegations of Paragraph 20 of the Amended Counter-Claim.

21. AT&T Florida denies the allegations of Paragraph 21 of the Amended Counter-Claim.

22. AT&T Florida denies the allegations of Paragraph 22 of the Amended Counter-Claim.

23. AT&T Florida denies the allegations of Paragraph 23 of the Amended Counter-Claim (including each sub-part) and denies that NewPhone is entitled to any relief sought in Paragraph 23 of the Amended Counter-Claim (including each sub-part).

4. Other than as amended above, AT&T Florida reasserts and reiterates each and every statement set forth in its original and amended Responses/Answers.

Respectfully submitted this 21st day of April, 2011.

AT&T FLORIDA



E. Earl Edenfield, Jr.

Tracy W. Hatch

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c/o Gregory R. Follensbee

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