Patrick W. Turner
General Attorney–South Carolina
Legal Department

AT&T South Carolina
1600 Williams Street
Suite 5200
Columbia, SC 29201

T: 803.401-2900
F: 803.254.1731
pt1285@att.com
www.att.com

December 17, 2010

The Honorable Jocelyn Boyd
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Nexus Communications, Incorporated,
Complainant/Petitioner v.
BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina
Defendant/Respondent
Docket No. 2010-377-C

Dear Ms. Boyd:

Enclosed for filing is the Answer of AT&T South Carolina in the above-referenced matters.

By copy of this letter, I am serving all parties of record with a copy of this pleading as indicated on the attached Certificate of Service.

Sincerely,

Patrick W. Turner

PWT/nml
Attachment
cc: All Parties of Record
870154

BEFORE THE
SOUTH CAROLINA PUBLIC
SERVICE COMMISSION

In the matter of:	)	
	)	
Nexus Communications, Inc.	)	
	)	
v.	)	Docket No. 2010-377-C
	)	
BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina	)	
	)	
Dispute over interpretation of parties interconnection agreement regarding AT&T's failure to extend full value of Cash Back promotions to Nexus.	)	

ANSWER OF AT&T SOUTH CAROLINA

In Compliance with the Notice issued by the Public Service Commission of South Carolina ("the Commission") on November 17, 2010, BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina") answers the Original Complaint of Nexus Communications, Inc. ("Nexus") as follows:

1. AT&T South Carolina admits the allegations of Paragraph 1 of the Complaint.

2. AT&T South Carolina admits the allegations of Paragraph 2 of the Complaint.

3. AT&T South Carolina admits the allegations of the first sentence of Paragraph 3 of the Complaint. AT&T denies the allegations of the second sentence of Paragraph 3 of the Complaint and avers that its principal place of business is 675 Peachtree Street NW, Atlanta, Georgia 30375.

4. AT&T South Carolina admits that Nexus' Complaint arises under its interconnection agreement(s) ("ICA(s)) with AT&T South Carolina. AT&T South Carolina denies the remainder of the allegations of paragraph 4 of the Complaint.

5. AT&T South Carolina admits that the provisions of federal law cited in Paragraph 5 of the Complaint and its sub-parts say what they say, and AT&T denies any allegations in Paragraph 5 of the Complaint to the contrary.

6. AT&T South Carolina admits that it has made available certain promotional offerings to its retail customers that have lasted for more than 90 days. AT&T South Carolina denies the remainder of the allegations of Paragraph 6 of the Complaint.

7. AT&T South Carolina admits that it has made available certain cashback promotional offerings to its retail customers. AT&T South Carolina denies the remainder of the allegations of Paragraph 7 of the Complaint.

8. AT&T South Carolina admits that to the extent a reseller like Nexus is entitled to the benefit of the cashback component of a promotional offering, the maximum amount to which it is entitled is the face value of the retail cashback component reduced by the Commission-approved resale discount rate set forth in the parties' ICA(s).

9. AT&T South Carolina denies the allegations of Paragraph 9 of the Complaint.

10. AT&T South Carolina denies the allegations of Paragraph 10 of the Complaint.

11. AT&T South Carolina denies the allegations of Paragraph 11 of the Complaint.

12. AT&T South Carolina denies the allegations of Paragraph 12 of the Complaint.

13. AT&T South Carolina denies the allegations of Paragraph 13 of the Complaint.

14. AT&T South Carolina denies the allegations of Paragraph 14 of the Complaint.

15. AT&T South Carolina denies the allegations of Paragraph 12 of the Complaint.

16. AT&T South Carolina denies that Nexus is entitled to any of the relief requested in the "wherefore" clause of the Complaint.

17. Any and all allegations in the Complaint that are not expressly admitted herein are denied.

AFFIRMATIVE DEFENSES

18. The Complaint fails to state a cause of action for which relief can be granted.

19. The Complaint should be dismissed because Nexus is not represented by an attorney admitted to practice law in South Carolina or by an attorney possessing a Limited Certificate of Admission pursuant to Rule 405, SCACR.

20. Nexus did not notify AT&T South Carolina in writing upon the discovery of a billing dispute as required by the parties ICA(s).

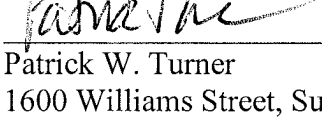
21. Nexus' claims are barred by the doctrines of laches, estoppel, and waiver.

14. Nexus' claims are barred by the statute of limitations.

WHEREFORE, having fully answered, Respondent AT&T South Carolina respectfully prays that this Complaint be dismissed.

Respectfully submitted this 17th day of December 17, 2010.

BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T SOUTH CAROLINA

By: 

Patrick W. Turner
1600 Williams Street, Suite 5200
Columbia, South Carolina 29201
Telephone: (803) 401-2900
Fax: (803) 254-1731
pt1285@att.com

881175

STATE OF SOUTH CAROLINA	)	
	)	CERTIFICATE OF SERVICE
COUNTY OF RICHLAND	)	

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") and that she has caused the Answer of AT&T South Carolina in Docket No. 2010-377-C to be served upon the following on December 17, 2010:

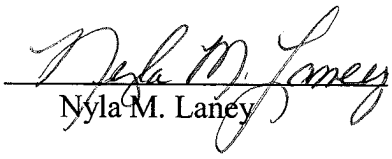
Christopher Malish, Esquire
Malish & Cowan, P.L.L.C.
1403 West Sixth Street
Austin, Texas 78703
(Nexus Communications, Inc.)
(Electronic Mail)

C. Lessie Hammonds, Esquire
Counsel
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201
(Electronic Mail)

F. David Butler, Esquire
Senior Counsel
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)

Joseph Melchers
General Counsel
S.C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)

Jocelyn G. Boyd, Esquire
Chief Clerk
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Electronic Mail)



Nyla M. Laney

870055