

T. MICHAEL TWOMEY  
Senior Regulatory Counsel

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0750

June 12, 2001

RECEIVED - FPSC  
01 JUN 12 PM 4:55  
RECORDS AND  
REPORTING

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 010740-TP (IDS Complaint)**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer to Complaint, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*T. Michael Twomey*  
T. Michael Twomey (KA)

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

ADP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
ODM 5 \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
LEG 1 \_\_\_\_\_  
OPC \_\_\_\_\_  
PAI \_\_\_\_\_  
RGO \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
SER \_\_\_\_\_  
OTH \_\_\_\_\_

RECEIVED & FILED  
*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
07314 JUN 12 01  
FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE  
Docket No. 010740-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

FedEx this 12<sup>th</sup> day of June, 2001 to the following:

Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Suzanne Fannon Summerlin  
1311-B Paul Russell Road  
Suite 201  
Tallahassee, Florida 32301  
Tel. No. (850) 656-2288  
Fax. No. (850) 656-5589  
summerlin@nettally.com  
Represents IDS

IDS Long Distance, Inc.  
n/k/a IDS Telcom, LLC  
1525 N.W. 167th Street  
Second Floor  
Miami, Florida 33169

  
T. Michael Twomey (KA)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of IDS Long Distance, Inc.	)	Docket No.: 010740-TP
n/k/a IDS Telecom, L.L.C., Against	)	
BellSouth Telecommunications, Inc., and	)	
Request for Emergency Relief	)	Filed: June 12, 2001
_____	)	

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
ANSWER TO COMPLAINT**

BellSouth Telecommunications, Inc. ("BellSouth") submits this Answer to the Complaint and Request for Emergency Relief ("Complaint") filed by IDS Long Distance, Inc. n/k/a IDS Telcom, L.L.C. ("IDS") with the Commission on May 11, 2001. The allegations in the Complaint are numerous and varied and BellSouth is continuing its investigation of the alleged actions and/or inactions which form the basis of the Complaint. The responses to the specific allegations in the Complaint are based on the information which BellSouth was able to compile to date. BellSouth specifically reserves the right to supplement this Answer if necessary.

1.

BellSouth has no basis to dispute IDS's statements about its corporate organization, principal place of business, or the nature of the business in which it is engaged. Therefore, BellSouth admits the allegations in Paragraph 1 of the Complaint, subject to verification if necessary.

2.

The statements in Paragraph 2 of the Complaint do not require a response from BellSouth.

3.

BellSouth admits the allegations in Paragraph 3 of the Complaint.

4.

BellSouth has no basis to dispute IDS's allegations concerning the nature of the business in which it is engaged or the services it provides. Therefore, BellSouth admits the allegations in Paragraph 4 of the Complaint, subject to verification if necessary.

5.

BellSouth denies the allegations in Paragraph 5 of the Complaint as stated.

6.

BellSouth denies the allegations in Paragraph 6 of the Complaint as stated.

7.

BellSouth denies the allegations in Paragraph 7 of the Complaint as stated.

8.

BellSouth denies the allegations in Paragraph 8 of the Complaint and denies that IDS is entitled to the relief it seeks.

9.

BellSouth denies the allegations in Paragraph 9 of the Complaint and denies that IDS is entitled to the relief it seeks.

10.

BellSouth admits the allegations in Paragraph 10 of the Complaint.

11.

BellSouth admits that the Commission has jurisdiction over matters involving telecommunications companies operating in Florida, including matters set forth in Chapter 364 of the Florida Statutes. Whether the Commission's jurisdiction over particular matters (including the matters raised by IDS in this case) is "exclusive" raises a legal question to which no response is required in this Answer. The statutory provisions recited and summarized in Paragraph 11 of the Complaint speak for themselves. Therefore, BellSouth neither admits nor denies the allegations concerning the contents of those provisions or the reasons those provisions were adopted by the Florida legislature.

12.

Sections 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251, 252, speak for themselves. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 12 of the Complaint concerning the contents of those statutory provisions.

13.

BellSouth admits the allegations in Paragraph 13 of the Complaint.

14.

BellSouth admits the allegations in Paragraph 14 of the Complaint.

15.

BellSouth admits that the parties have not signed a new interconnection agreement and that IDS requested that the Commission arbitrate the unresolved issues relating to such agreement.

16.

BellSouth admits the allegations in Paragraph 16 of the Complaint except the allegation that BellSouth “controls” access lines. Throughout the Complaint, IDS uses pejorative rhetoric to describe BellSouth and its activities. The use of the term “control” appears to conform to that theme.

17.

BellSouth denies the allegations in Paragraph 17 of the Complaint to the extent IDS suggests that the level of competition for local exchange telephone service in Florida is below the national average. Measuring competition for local exchange telephone service is not as simple as comparing the output of different studies. BellSouth also denies the allegations in Paragraph 17 of the Complaint to the extent they suggest or imply that BellSouth has negatively affected the level of competition for local exchange telephone service in Florida.

18.

The Interconnection Agreement speaks for itself. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 18 of the Complaint concerning the contents of that agreement.

19.

The Interconnection Agreement speaks for itself. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 19 of the Complaint concerning the contents of that agreement. BellSouth specifically denies that it has breached the Interconnection Agreement.

20.

BellSouth has no basis to dispute IDS's allegations concerning the date on which it began providing local exchange services. Therefore, BellSouth admits the allegations in Paragraph 20 of the Complaint, subject to verification if necessary.

21.

BellSouth admits that the parties executed an amendment to the Interconnection Agreement in November, 1999, the contents of which speak for themselves. BellSouth denies for lack of sufficient information to justify a belief therein the allegations in Paragraph 21 of the Complaint concerning IDS's business model and IDS's intentions.

22.

BellSouth denies the allegations in Paragraph 22 of the Complaint.

23.

BellSouth denies the allegations in Paragraph 23 of the Complaint as stated.

24.

BellSouth denies the allegations in Paragraph 24 of the Complaint as stated.

25.

BellSouth denies the allegations in Paragraph 25 of the Complaint as stated.

26.

BellSouth denies the allegations in Paragraph 26 of the Complaint as stated.

27.

BellSouth denies the allegations in Paragraph 27 of the Complaint as stated.

28.

BellSouth admits that it advised ALECs in May, 2000 of the availability of a new LENS ordering option designed to accommodate large volume orders. BellSouth denies the remaining allegations in Paragraph 28 of the Complaint for lack of sufficient information to justify a belief therein.

29.

BellSouth denies the allegations in Paragraph 29 of the Complaint as stated.

30.

BellSouth admits that, in May, 2000, a new functionality for BellSouth's mechanized ordering systems experienced software problems that were not



detected in the standard development and implementation process for that functionality. BellSouth also admits that it corresponded with IDS regarding this problem. Exhibit A to the Complaint speaks for itself and BellSouth neither admits nor denies IDS's characterization of that document. BellSouth denies the remaining allegations in Paragraph 30 of the Complaint for lack of sufficient information to justify a belief therein.

31.

BellSouth denies the allegations in Paragraph 31 of the Complaint for lack of sufficient information to justify a belief therein.

32.

BellSouth admits that it worked with IDS to resolve certain issues relating to the voice mailboxes of end users who switched their local telephone service to IDS from BellSouth. BellSouth denies the remaining allegations in Paragraph 32 of the Complaint as stated.

33.

BellSouth denies the allegations in Paragraph 33 of the Complaint as stated.

34.

BellSouth denies the allegations in Paragraph 34 of the Complaint.

35.

BellSouth denies that it has failed to provide IDS with access to BellSouth's OSS systems in a nondiscriminatory fashion. BellSouth denies the

remaining allegations in Paragraph 35 of the Complaint for lack of sufficient information to justify a belief therein.

36.

BellSouth denies the allegations in Paragraph 36 of the Complaint.

37.

BellSouth admits that it does not offer hunt group functionality among different classes of service. BellSouth denies the remaining allegations in Paragraph 37 of the Complaint.

38.

BellSouth denies the allegations in Paragraph 38 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit B to the Complaint, for lack of sufficient information to justify a belief therein.

39.

BellSouth denies the allegations in Paragraph 39 of the Complaint for lack of sufficient information to justify a belief therein.

40.

BellSouth denies the allegations in Paragraph 40 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit C to the Complaint, for lack of sufficient information to justify a belief therein.

41.

BellSouth denies the allegations in Paragraph 41 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit D to the Complaint, for lack of sufficient information to justify a belief therein.

42.

BellSouth denies the allegations in Paragraph 42 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit E to the Complaint, for lack of sufficient information to justify a belief therein.

43.

BellSouth denies the allegations in Paragraph 43 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit F to the Complaint, for lack of sufficient information to justify a belief therein.

44.

BellSouth denies the allegations in Paragraph 44 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit G to the Complaint, for lack of sufficient information to justify a belief therein.

45.

BellSouth denies the allegations in Paragraph 45 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit H to the Complaint, for lack of sufficient information to justify a belief therein.

46.

BellSouth denies the allegations in Paragraph 46 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit I to the Complaint, for lack of sufficient information to justify a belief therein.

47.

BellSouth denies the allegations in Paragraph 47 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit J to the Complaint, for lack of sufficient information to justify a belief therein.

48.

BellSouth denies the allegations in Paragraph 48 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit K to the Complaint, for lack of sufficient information to justify a belief therein.

49.

BellSouth denies the allegations in Paragraph 49 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit L to the Complaint, for lack of sufficient information to justify a belief therein.

50.

BellSouth denies the allegations in Paragraph 50 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit M to the Complaint, for lack of sufficient information to justify a belief therein.

51.

BellSouth denies the allegations in Paragraph 51 of the Complaint, as well as any statements set forth in the affidavit attached as Exhibit N to the Complaint, for lack of sufficient information to justify a belief therein.

52.

BellSouth denies the allegations in Paragraph 52 of the Complaint.

53.

BellSouth denies the allegations in Paragraph 53 of the Complaint. With respect to the affidavits attached to the Complaint as Exhibits O and P, BellSouth specifically denies any and all allegations contained in those affidavits that state or imply that BellSouth has breached its contract with IDS, has failed to fulfill its obligations under the Telecommunications Act of 1996, or has acted in any way to harm IDS or its customers. BellSouth denies the remaining allegations in the affidavits for lack of sufficient information to justify a belief therein.

54.

BellSouth admits that it filed Exhibit Q with the Commission and that the tariff was approved. The tariff speaks for itself. Therefore, BellSouth neither admits nor denies any allegations in Paragraph 54 concerning the contents of that tariff.

55.

BellSouth denies the allegations in Paragraph 55 of the Complaint. The terms of the tariff are set forth in the tariff. The remaining statements in Paragraph 55 constitute self-serving and conclusory rhetoric.

56.

BellSouth incorporates by reference its responses to Paragraphs 1 through 55, above. Moreover, to the extent the free-standing statement in the Complaint immediately below the heading "Count One" constitutes an allegation to which a response is required, BellSouth denies that allegation.

57.

BellSouth denies the allegations in Paragraph 57 of the Complaint.

58.

BellSouth denies the allegations in Paragraph 58 of the Complaint.

59.

BellSouth denies the allegations in Paragraph 59 of the Complaint.

60.

BellSouth incorporates by reference its responses to Paragraphs 1 through 59, above. Moreover, to the extent the free-standing statement in the Complaint immediately below the heading "Count Three [sic]" constitutes an allegation to which a response is required, BellSouth denies that allegation.

61.

The provisions of Section 364.01(4) of the Florida Statutes speak for themselves. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 61 of the Complaint concerning the contents of that statute. The nature and extent of the Commission's jurisdiction is an issue of law to which no response is required in this Answer.

62.

The provisions of the Telecommunications Act of 1996 speak for themselves. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 62 of the Complaint concerning the contents of that statute.

63.

BellSouth denies the allegations in Paragraph 63 of the Complaint except to admit that the Commission has jurisdiction to hear this dispute.

64.

BellSouth denies the allegations in Paragraph 64 of the Complaint.

65.

BellSouth denies the allegations in Paragraph 65 of the Complaint.

66.

BellSouth denies the allegations in Paragraph 66 of the Complaint.

67.

The provisions of Section 364.01(4) of the Florida Statutes speak for themselves. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 67 of the Complaint concerning the contents of that statute.

68.

BellSouth denies the allegations in Paragraph 68 of the Complaint, except to admit the Commission established a resale discount for business services of 16.81% in Order No. PSC-96-1579-FOF-TP, Docket Nos. 960833-TP; 960916-TP; 960916-TP (rel. December 31, 1996).

69.

BellSouth denies the allegations in Paragraph 69 of the Complaint.

70.

BellSouth denies the allegations in Paragraph 70 of the Complaint.

71.

BellSouth denies the allegations in Paragraph 71 of the Complaint.

72.

BellSouth denies the allegations in Paragraph 72 of the Complaint.

73.

BellSouth denies the allegations in Paragraph 73 of the Complaint except to admit that the Federal Communications Commission issued Order No. 99-279 in CC Docket No. 98-141. The provisions of that order speak for themselves. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 73 concerning the contents of that order.

74.

BellSouth denies the allegations in Paragraph 74 of the Complaint.

75.

BellSouth denies the allegations in Paragraph 75 of the Complaint.

76.

BellSouth incorporates by reference its responses to Paragraphs 1 through 75, above. Moreover, to the extent the free-standing statement in the Complaint immediately below the heading "Count Three" constitutes an allegation to which a response is required, BellSouth denies that allegation.

77.

BellSouth denies the allegations in Paragraph 77 of the Complaint, including any allegation which suggests or implies that BellSouth has violated



any rules or regulations concerning the use of Customer Proprietary Network Information.

78.

BellSouth denies the allegations in Paragraph 78 of the Complaint, including any allegation which suggests or implies that BellSouth has violated any rules or regulations concerning the use of Customer Proprietary Network Information.

79.

BellSouth denies the allegations in Paragraph 79 of the Complaint.

80.

BellSouth incorporates by reference its responses to Paragraphs 1 through 79, above. Moreover, to the extent the free-standing statement in the Complaint immediately below the heading "Count Four" constitutes an allegation to which a response is required, BellSouth denies that allegation.

81.

The provisions of Section 364.01(4)(a) of the Florida Statutes speak for themselves. Therefore, BellSouth neither admits nor denies the allegations in Paragraph 81 of the Complaint concerning the contents of that statute. The nature and extent of the Commission's jurisdiction is an issue of law to which no response is required in this Answer.

82.

BellSouth denies the allegations in Paragraph 82 of the Complaint.

83.

BellSouth denies the allegations in Paragraph 83 of the Complaint.

84.

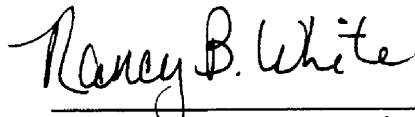
BellSouth denies the allegations in Paragraph 84 of the Complaint and denies that IDS is entitled to any of the permanent relief it has requested.

85.

BellSouth denies the allegations in Paragraph 85 of the Complaint and denies that IDS is entitled to any of the emergency relief it has requested.

Respectfully submitted this 12th day of June, 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.



NANCY B. WHITE (KA)

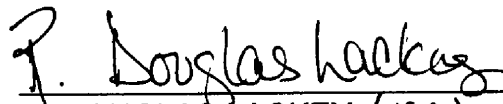
JAMES MEZA III

c/o Nancy H. Sims

150 So. Monroe Street, Suite 400

Tallahassee, FL 32301

(305) 347-5558



R. DOUGLAS LACKEY (KA)

T. MICHAEL TWOMEY

Suite 4300

675 W. Peachtree St., NE

Atlanta, GA 30375

(404) 335-0750