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DATE: January 30, 2004
TO: Blanca S. Bayó, Commission Clerk and Administrative Services Director
FROM: Michael C. Barrett, Regulatory Analyst III, Division of Competitive Markets & Enforcement
RE: Correspondence for Docket No. 031132-TP

McB
MB

Please place the enclosed two items in the Docket file for the above-referenced case. The two items are:

- 1: A 2-page letter dated January 30, 2004 from Beth W. Salak to Matthew Feil;
- 2: A 5-page letter dated January 30, 2004 from Beth W. Salak to Nancy H. Sims.

If you have any questions about this, please call.

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STATE OF FLORIDA

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J. TERRY DEASON
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RUDOLPH "RUDY" BRADLEY
CHARLES M. DAVIDSON



DIVISION OF COMPETITIVE MARKETS &
ENFORCEMENT
BETH W. SALAK
DIRECTOR
(850) 413-6600

Public Service Commission

January 30, 2004

Matthew Feil, General Counsel
FDN Communications
290 North Orange Avenue - Suite 2000
Orlando, Florida 32801

Re: Request for Additional Information

Dear Mr. Feil:

Please find the attached data request in regard to Docket No. 031132-TP, Petition of Florida Digital Network, Inc. d/b/a FDN Communications for Suspension of or for a Stay of the Effective Date of BellSouth Telecommunications, Inc.'s 2004 Key Customer Promotional Tariff Filing December 17, 2003 (Petition). Please provide a written response within fifteen (15) calendar days, on or before February 16, 2004. Should you have any questions, please contact Michael Barrett at (850) 413-6544, or me.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth W. Salak".

Beth W. Salak
Director, Division of Competitive Markets and Enforcement
Florida Public Service Commission

cc: Michael Barrett, Florida Public Service Commission

ATTACHMENT 1

Question

- 1) Does FDN include an automatic renewal clause in any of its customer contracts? If so, please provide the wording of all such clauses.

Request for Documents

- 1) Please provide any and all documents to support the responses to Question 1.
- 2) In the FDN Petition at ¶7, FDN asserts that “BellSouth locked up nearly 30% of the market with one promotional program in 9 months.” Please provide any and all documents to support this assertion.

STATE OF FLORIDA

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DIVISION OF COMPETITIVE MARKETS &
ENFORCEMENT
BETH W. SALAK
DIRECTOR
(850) 413-6600

Public Service Commission

January 30, 2004

Nancy H. Sims, Director - Regulatory Relations
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

Re: Request for Additional Information

Dear Ms. Sims:

Please find the attached list of questions in regard to Docket No. 031132-TP, Petition of Florida Digital Network, Inc. d/b/a FDN Communications for Suspension of or for a Stay of the Effective Date of BellSouth Telecommunications, Inc.'s 2004 Key Customer Promotional Tariff Filing December 17, 2003 (Petition). Please provide a written response within fifteen (15) calendar days, on or before February 16, 2004. Should you have any questions, please contact Michael Barrett at (850) 413-6544, or me.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth W. Salak".

Beth W. Salak
Director, Division of Competitive Markets and Enforcement
Florida Public Service Commission

cc: Michael Barrett, Florida Public Service Commission

ATTACHMENT 1

Questions

- 1) In its Petition at ¶10, FDN asserts that BellSouth's 2004 Key Customer promotional tariff does not define the "special promotional rewards" that are factored into the termination liability calculation. In BellSouth's Response¹ at page 5 and again at page 8, BellSouth provides a definition.

Is BellSouth planning to revise the 2004 Key Customer promotional tariff to include this (these) definition(s)? If so, when?

- 2) In its Petition at ¶23, FDN asserts that BellSouth "has insisted that a customer [porting out to a CLEC] leave the main billing telephone number (or BTN) behind." BellSouth's Response at page 9 addresses this assertion.

Is BellSouth planning to revise the 2004 Key Customer promotional tariff to clarify that BellSouth does not require that a customer leaving some level of service with BellSouth must leave the BTN with BellSouth? If so, when?

- 3) For the purpose of this question and subparts, a hypothetical "transaction" follows this time line:

- On January 1, an existing BellSouth customer signs a contract for participation in the 2004 Key Customer program. The customer elects a 36 month commitment.
- This customer is in the fifth billing cycle (i.e., the bills this customer receives are dated on the fifth day of each month).
- The service order to process this contract is "accepted" by BellSouth's billing system on January 10.
- The February billing cycle is the first cycle in which 2004 Key Customer tariff-discounted rates are applied.

¹BellSouth Telecommunications, Inc. (BellSouth) filed its Answer to the FDN Petition on January 20, 2004.

- A) For the period of time between when this contract was signed (January 1) and the time the order is “accepted” by BellSouth’s billing system (January 10), would termination liability charges apply if this customer ported out all services to a CLEC during this time interval? If so, what would such charges be based on? Please explain your answer.
 - B) For the period of time between when this contract was “accepted” by BellSouth’s billing system (January 10) and the first billing cycle with discounted rates (February 5), would termination liability charges apply if this customer ported out all services to a CLEC during this time interval? If so, what would such charges be based on? Please explain your answer.
 - C) Please identify the date the 36 month term commitment begins, and also the date the 36 month term commitment ends.
- 4) In its Response at page 6 regarding automatic contract renewals, BellSouth asserts that “the first reminder to the customer will take place 180 days in advance of the expiration of the contract.”
- A) Is this first contact oral, written, or both? If written, will the notice be sent via certified mail?
 - B) Assuming that the customer takes no action based on the first contact, please identify the frequency and medium (oral, written, or both) for additional contacts, if any.
 - C) Is there language in the contract which the customer signs (2004 Key Customer enrollment contract) that reminders will be sent prior to automatic renewal? Is BellSouth planning to revise the 2004 Key Customer enrollment contract to incorporate such language? If so, when?
 - D) Please identify and describe the specific action(s) the customer must take in order to avert a renewal.
 - E) Please identify and describe the specific action(s) the customer may take in order to renew (i.e., continue) the initial contract.
 - F) If BellSouth established a verbal contact with the customer, is an “oral” authorization

acceptable for the purpose of renewing or not renewing the initial contract? Please explain your answer.

- G) Assume a contract is renewed for a second term, and during the second term, the customer terminates the contract, please explain whether the customer is responsible for repayment of the "rewards" from the initial term. If so, please provide the basis for requiring repayment of the "rewards" from the initial term.
 - H) In reminder letters sent by BellSouth to customers prior to the expiration of a 2004 Key Customer contract, will such letters be structured to require either a positive or a negative response? Please explain why or why not.
- 5) A portion of the 2004 Key Customer tariff states that "[u]nless the subscriber notifies BellSouth in writing of its intent not to renew for another like Term under the Promotion at least sixty (60) days prior to expiration, then upon expiration of the initial Term, the Agreement shall be automatically renewed for the same Term initially selected."
- A) Does the tariff citation regarding "the 60 days prior to expiration" represent a "post-marked by" date, a "received by" date, or something else? Please explain.
 - B) Please identify the date when BellSouth will revise the 2004 Key Customer promotional tariff for the purpose of clarifying the tariff citation regarding "the 60 days prior to expiration."
 - C) Please identify and describe the specific materials (or instructions) the customer is given in order to "notify BellSouth in writing" for this purpose.
 - D) In its Petition at ¶22, FDN cites to a case entitled "U.S v. Waste Management." What is BellSouth's position regarding the applicability of this case to this docket?
 - E) Has BellSouth considered a shorter renewal period (e.g., a renewal shorter than the initial term)? Please explain your answer.

Requests for Documents

- 1) Please provide any and all documents to support the responses to Questions 1-5, including all sub-parts.
- 2) Please provide a copy of the 2004 Key Customer enrollment contract.

Nancy H. Sims
Page 5
January 30, 2004

- 3) Please provide a copy of all letters which will be sent to a customers prior to the expiration of a 2004 Key Customer contract. Include in your response a brief descriptive title for each submission (e.g., "90 day letter," "120 day letter," etc.).