

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Intrado Communications Inc.
against BellSouth Telecommunications, Inc.
d/b/a AT&T Florida and Request for Expedited
Treatment

DOCKET NO. _____

DATED: May 14, 2010

**INTRADO COMMUNICATIONS INC.
COMPLAINT AND REQUEST FOR EXPEDITED TREATMENT**

Intrado Communications Inc. (“Intrado Comm”), by its attorneys, respectfully submits this Complaint against BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T”) for its failure to comply with Order No. PSC-08-0798-FOF-TP issued by the Florida Public Service Commission (“Commission”) on December 3, 2008 in Docket No. 070736-TP (“*Arbitration Order*”). In addition, Intrado Comm requests expedited treatment for its Complaint pursuant to Section 364.058, F.S. and Rule 25-22.0365, F.A.C. Finally, Intrado Comm requests that the **CONFIDENTIAL VERSION** of its Complaint be withheld from public disclosure pursuant to Section 364.183(1), F.S.¹

In support of its Complaint and request for expedited treatment, Intrado Comm provides the following information² as required by Rule 25-22.0365(3), F.A.C. and states as follows:

PARTIES

1. Intrado Comm holds a certificate of authority to provide competitive local exchange services, certificate number TX607, and is a “telecommunications company” as that term is defined in Section 364.02(14), F.S. Intrado Comm’s business address is:

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

¹ Intrado Comm makes this request because the parties have signed a non-disclosure agreement (**Exhibit 1**).

² Intrado Comm also provides direct testimony and exhibits as required by Rule 25-22.0365(3), F.A.C.

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regulatory@intrado.com

All documents filed, served, or issued in this matter should be served upon the following:

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Tallahassee, Florida 32308
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2. AT&T is an incumbent local exchange carrier providing telecommunications services in Florida. AT&T's business address is:

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32303

JURISDICTION

3. The Commission has jurisdiction to hear this Complaint pursuant to Chapters 120 and 364, F.S., and Chapters 25-22 and 28-106, F.A.C.

COMPLAINT

4. On December 3, 2008, the Commission issued its *Arbitration Order* resolving the outstanding arbitration issues between Intrado Comm and AT&T. In the *Arbitration Order*, the Commission made the following statements and findings that are relevant to this dispute:

- “Establishing the nature of the service Intrado Comm is offering is important to determine whether Intrado Comm and AT&T should enter into an arrangement under §251(a), a general contract, or § 251(c), an interconnection agreement. Section 251(c) specifically provides for an interconnection agreement between a competitive local exchange carrier and an incumbent local exchange carrier, whereas §251(a) allows for a general contract, commonly referred to as a commercial agreement.”³
- “This docket shall be closed and the parties may negotiate a commercial agreement pursuant to §251(a).”⁴

On reconsideration, these findings were upheld in Order No. PSC-09-0156-FOF-TP (issued March 16, 2009).

5. *****START CONFIDENTIAL*****

³ *Arbitration Order* at 4.

⁴ *Arbitration Order* at 9.

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*****END CONFIDENTIAL*****

12. As demonstrated by the correspondence between the parties, Intrado Comm attempted to resolve this dispute informally,⁵ but has been unsuccessful.⁶ Accordingly, Intrado Comm now seeks the Commission's expedited assistance to enforce the *Arbitration Order* against AT&T.

13. *****START CONFIDENTIAL*****

⁵ Rule 25-22.0365(4)(d), (4)(e)(4), F.A.C.

⁶ See Exhibits 4, 5, and 6.

⁷ See, e.g., 47 C.F.R. § 51.301(c); see also *Implementation of the Local Competition Provisions in the Telecommunications Act 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶ 152 (1996) ("*Local Competition Order*") (intervening history omitted), *aff'd by AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999).

***END

CONFIDENTIAL*** Thus, not only is AT&T's demand inconsistent with the concept of "good faith" negotiations embodied in the FCC's rules,⁸ it also conflicts with the Commission's decision that Intrado Comm is entitled to "negotiate a commercial agreement pursuant to §251(a)" with AT&T.⁹

14. In addition, AT&T's actions "are deliberately intended to delay competitive entry."¹⁰ *****START CONFIDENTIAL*****

***END

CONFIDENTIAL***

15. Therefore, Intrado Comm requests that the Commission grant it the following relief:¹¹ (1) reaffirm its findings in the *Arbitration Order* that Intrado Comm may enter into an agreement with AT&T pursuant to Section 251(a) of the Act; *****START**

CONFIDENTIAL***

END CONFIDENTIAL

REQUEST FOR EXPEDITED PROCESS

16. Pursuant to Rule 25-22.0365, F.A.C., Intrado Comm requests that this Complaint be processed on an expedited basis according to the timeframes set forth in the rule. Intrado

⁸ 47 C.F.R. § 51.301(c); *Local Competition Order* ¶ 152.

⁹ *Arbitration Order* at 9.

¹⁰ *Local Competition Order* ¶ 154.

¹¹ Rule 25-22.0365(4)(c).

Comm has complied with the requirements of the rule by filing the testimony of Intrado Comm witness, Thomas W. Hicks (Exhibit 7). Intrado Comm has simultaneously served its Complaint and its testimony and exhibits on AT&T.

17. The expedited process is appropriate for resolution of Intrado Comm's complaint. There is only one issue to be resolved between the parties, and resolution of the dispute has no policy implications beyond Intrado Comm and AT&T.¹²

18. At this time, Intrado Comm does not contemplate conducting discovery; substantial factual discovery is not necessary because the dispute is purely a legal issue.¹³

19. As described above, Intrado Comm has diligently attempted to resolve this issue with AT&T. Intrado Comm has engaged in several telephonic conversations with AT&T and has exchanged correspondence on this issue. The parties have been unable to resolve this dispute informally.

20. Finally, expedited resolution will also advance competition in the market for services to public safety agencies, which currently have no competitive alternative other than incumbent local exchange carriers like AT&T.

CONCLUSION

Accordingly, Intrado Comm respectfully requests that that Commission resolve the instant Complaint on an expedited basis for the reasons set forth herein.

¹² Rule 25-22.0365(4)(e)(1), (2), F.A.C.

¹³ Rule 25-22.0365(4)(e)(3), F.A.C.

Respectfully submitted this 14th day of May, 2010.

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Its Attorneys

LIST OF EXHIBITS

Exhibit 1 - Nondisclosure Agreement (CONFIDENTIAL)

Exhibit 2 - Execution Copy of Agreement (CONFIDENTIAL)

Exhibit 3 - Email correspondence from AT&T to Intrado Comm (CONFIDENTIAL)

Exhibit 4 - Email correspondence from Intrado Comm to AT&T (CONFIDENTIAL)

Exhibit 5 - Email correspondence from AT&T to Intrado Comm (CONFIDENTIAL)

Exhibit 6 - Email correspondence from Intrado Comm to AT&T (CONFIDENTIAL)

Exhibit 7 - Direct Testimony of Thomas W. Hicks (CONFIDENTIAL VERSION).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following by electronic mail this 14th day of May, 2010.

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Angela J. Collins

Exhibit 1 - Nondisclosure Agreement

REDACTED

Exhibit 2 - Execution Copy of
Agreement

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AT&T to Intrado Comm

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Exhibit 7 - Direct Testimony of
Thomas W. Hicks

PUBLIC VERSION

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Intrado Communications Inc.
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DOCKET NO. _____

DATED: May 14, 2010

**DIRECT TESTIMONY OF THOMAS W. HICKS
ON BEHALF OF INTRADO COMMUNICATIONS INC.**

1 **SECTION I: INTRODUCTION**

2 **Q: MR. HICKS, PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS**
3 **FOR THE RECORD.**

4 **A:** My name is Thomas W. Hicks. My business address is 1601 Dry Creek Drive, Longmont,
5 CO, 80503. I am employed by Intrado Inc. as Director - Carrier Relations. I also serve as
6 the Director – Carrier Relations for Intrado Inc.’s telecommunications affiliate, Intrado
7 Communications Inc. (“Intrado Comm”), which is certified as a competitive local exchange
8 carrier (“CLEC”) in Florida.

9 **Q: MR. HICKS, PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO**
10 **COMM.**

11 **A:** I am responsible for Intrado Comm’s carrier relations with incumbent local exchange carriers
12 (“ILECs”) such as BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T”),
13 CLECs, wireless providers, and Voice over Internet Protocol (“VoIP”) service providers.

14 **Q: MR. HICKS, PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**
15 **PROFESSIONAL EXPERIENCE.**

16 **A:** I joined Intrado Comm in 2004. Prior to that, I worked for Verizon in various technical and
17 managerial positions for 33 years. For over 10 years at Verizon, I was responsible for
18 administration and engineering support of 911 network and data services nationwide. In my

1 final three years at Verizon as a Senior Engineer, I coordinated the company's wireless Phase
2 I and Phase II implementations across the country, which required wireless carriers to
3 provide public safety answering points ("PSAPs") with caller location information and call
4 back numbers in accordance with Federal Communications Commission ("FCC")
5 requirements. I received a "President's Award" for leading Verizon's (formerly GTE's)
6 reengineering team in replacing and updating its nationwide 911 systems. My work
7 experience also includes project management at Sonus (formerly Telecom Technologies,
8 Inc.) for softswitch media gateway development. I attended Indiana University – Purdue
9 University in Fort Wayne, Indiana. I hold an Associate's Degree in GTE Telops.

10 **Q: MR. HICKS, PLEASE DESCRIBE YOUR PROFESSIONAL AFFILIATIONS AND**
11 **PARTICIPATION IN INDUSTRY ASSOCIATIONS.**

12 **A:** On February 22, 2010, the FCC invited me to serve on the Best Practices Implementation
13 Working Group (Working Group 6) of the Communications, Security, Reliability and
14 Interoperability Council (CSRIC). CSRIC is a federal advisory committee established to
15 provide recommendations to the FCC to ensure optimal security, reliability and
16 interoperability of communications systems, including public safety, telecommunications and
17 media communications. I am currently serving as Chairperson for the Working Group 6 sub-
18 team chartered to prioritize E911 and physical security best practices and define methods to
19 determine the level of industry adoption of best practices deemed critical to network
20 reliability. The Best Practices Implementation Working Group will develop options and
21 recommendations for CSRIC's consideration regarding the best practices for each
22 communication industry segment that should be implemented by communications service
23 providers in order to enhance the security, reliability, operability and resiliency of

1 communications infrastructures. I am a former National Emergency Number Association
2 (“NENA”) emergency number professional, and have served on several industry standards
3 bodies for 911, including participating in the Alliance for Telecommunications Industries
4 Solutions (“ATIS”) Emergency Service Interconnection Forum (“ESIF”) public safety
5 communications standards development efforts since 1999. I am a recipient of the NENA
6 Lifetime Membership Award for contributing to and leading industry and association efforts
7 that led to the creation of FCC Docket No. 94-102, which addresses wireless E911
8 requirements. In 2008, I was awarded the 2008 ATIS Outstanding Contributions Award
9 during the ATIS Annual Meeting for my contributions to the creation of pANI administration
10 guidelines for industry.

11 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 **A:** The purpose of my testimony is to provide the Florida Public Service Commission
13 (“Commission”) with information regarding *****START CONFIDENTIAL*****₁

15 *****END**

16 **CONFIDENTIAL*****

17 **SECTION II: BACKGROUND OF DISPUTE**

18 **Q: ***START CONFIDENTIAL*****

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3 **Q:**

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13 .***END CONFIDENTIAL***

14 Q: **HOW DOES THE LACK OF AN AGREEMENT WITH AT&T AFFECT**
15 **INTRADO COMM?**

16 A: Intrado Comm needs to interconnect its network with AT&T's network in order to
17 provide services to Florida customers. Without the agreement currently at issue between
18 the parties, Intrado Comm cannot provide services to customers in AT&T's service
19 territory.

20 Q: **DOES THIS COMPLETE YOUR TESTIMONY?**

21 A: Yes.