



Tracy Hatch  
Attorney

Suite 700  
101 N. Monroe St.  
Tallahassee, FL 32301  
904 425-6364  
FAX: 904 425-6361

June 9, 1997

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

Docket No. ~~960833~~-TP

*moved to 971140 - see  
DN 00183-99*

Dear Mrs. Bayo:

Enclosed for filing in the above referenced docket are an original and fifteen (15) copies of AT&T's Motion To Compel Compliance.

Copies of the foregoing are being served on all Parties of Record in accordance with the attached Certificate of Service.

Yours truly,

*Tracy Hatch*  
Tracy Hatch

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU Green
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DOCUMENT NUMBER-DATE  
05708 JUN-96  
FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petitions by AT&T Communications ) Docket No. 960833-TP  
of the Southern States, Inc.; MCI ) Docket No. 960846-TP  
Telecommunications Corporation; MCI Metro )  
Access Transmission Services, Inc. for ) Filed: June 9, 1997  
arbitration of terms and conditions of a )  
proposed agreement with BellSouth )  
Telecommunications, Inc. concerning )  
interconnection and resale under the )  
Telecommunications Act of 1996. )  
\_\_\_\_\_)

**MOTION TO COMPEL COMPLIANCE**

AT&T Communications of the Southern States Inc. (AT&T), pursuant to Rule 25-22.037, Florida Administrative Code, hereby files a motion to compel BellSouth Telecommunications, Inc. (BellSouth) to comply with certain terms and conditions of Order No. PSC-96-1579-FOF-TP. In support, AT&T states as follows:

1. In Order No. PSC-96-1579-FOF-TP, issued on December 31, 1996, the Florida Public Service Commission set forth its policy determinations regarding AT&T's Petition for Arbitration with BellSouth Telecommunications, Inc. pursuant to Section 252(b)(1) of the Telecommunications Act of 1996. Among other things, the Commission determined that it is technically feasible for BellSouth to unbundle various network features, functions and capabilities, and ordered BellSouth to provide them to AT&T, including the network interface device (NID), loops, loop distribution, local switching, operator systems, cross-connect system

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FPCO-RECORDS/REPORTING

functionality, dedicated transport, common transport, tandem switching, advanced intelligent network (AIN) capabilities, signaling link transport and signal transfer points. The Commission further determined that AT&T and MCI should be allowed to combine unbundled network elements (UNEs) in any manner they choose, "including recreating existing BellSouth services." Order No. 96-1579, p. 38. In addition, the Commission established recurring and, where appropriate, nonrecurring rates for each UNE based on its adopted standard of the total long-run incremental cost (TSLRIC) of each element. Order No. 96-1579, Attachment A. The TSLRIC cost plus the contribution included in the final prices for UNEs fully compensate BellSouth for UNEs provided to AT&T.

2. On January 15, 1997, BellSouth filed a Motion for Reconsideration of Order No. 96-1579 asking, inter alia, that the Commission reconsider its decision regarding UNE pricing and require AT&T to pay the discounted retail price when it purchases multiple UNEs in such a way that fully replicates an existing BellSouth service. By Order No. PSC-97-0298-FOF-TP, issued March 29, 1997, the Commission denied BellSouth's request for reconsideration on this issue. Order No. 97-0298, pp. 7 and 8. The Commission also determined that, while the prices for the individual elements on a stand-alone basis were appropriate, it was concerned about duplication of charges when elements are

combined. To this end, the Commission directed the parties to work together to establish nonrecurring and recurring charges that do not include duplicate charges when two or more UNEs are combined. Order No. 97-0298, pages 27 and 29. AT&T and BellSouth have made little progress on establishing such charges.

3. Thereafter, in the process of finalizing the arbitrated interconnection agreement, BellSouth attempted to insert language that would have the effect of pricing UNEs that were combined by AT&T to provide service to its customers as a resold service, rather than at UNE prices. In Order No. PSC-96-0600-FOF-TP the Commission specifically, and for the third time, rejected BellSouth's position that a combination of UNEs that in some way replicated an existing BellSouth service be priced as though it were a resold service.

4. Although finalization of the Interconnection Agreement was delayed because of BellSouth's position, AT&T obtained BellSouth's agreement to test the purchase, billing and provisioning of UNEs to avoid delay in its market entry plans. (See Attachment A.) In accordance with this agreement, BellSouth currently is providing four combinations of UNEs to AT&T in Miami so that AT&T employees may test the service by placing local and long distance calls. One purpose of the test is to determine whether and

how accurately BellSouth is able to provision and bill for UNEs. As part of this test, AT&T requested BellSouth by letter dated May 23, 1997, to detail the type of information it would provide for each of the UNEs based on different call types. (See Attachment B).

5. By letter dated May 29, 1997, BellSouth announced that it would not bill AT&T for the UNEs being provided at the UNE rates ordered by the Commission, but instead would "treat requests for recombined UNEs which will substantially replicate existing retail services in the same manner as such requests received in our states other than Kentucky," i.e., as a resold service. (See Attachment C). In addition, BellSouth stated in the matrix of call types attached to the letter that it will not provide any call detail records for UNEs utilized for the type of calls identified in the matrix.

6. BellSouth has, by its May 29<sup>th</sup> letter, refused to provide UNEs at the prices ordered by the Commission, and unilaterally has chosen to impose its desired price structure for combined UNEs on AT&T despite the fact that its view has been rejected by the Commission three times previously by Orders Nos. 96-1579, 97-0289 and 97-0600.

7. Notwithstanding BellSouth's decision to impose its desired rate structure in the face of continuous rejection by the Commission, BellSouth even refuses to provide call

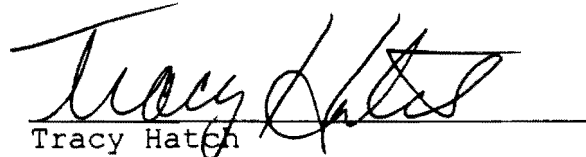
detail records associated with each UNE utilized in the provision of service to AT&T's test customers. BellSouth's failure to record and to provide the requested UNE data will foreclose any meaningful attempt to analyze the use of UNEs in the provision of local exchange service, BellSouth's ability to provision UNEs, AT&T's ability to monitor the accuracy of BellSouth's billing of UNEs and AT&T's ability to effectively price its local services utilizing UNEs.

8. BellSouth's actions are a direct impediment to AT&T's attempts to enter the local exchange market through the use of UNEs as authorized by the Commission and as required by the Telecommunications Act of 1996. As the de facto local monopoly, BellSouth is using its control of the essential elements necessary for local competition to restrict the manner and extent of competition. BellSouth's refusal to provide UNEs at UNE prices or to record and provide the associated UNE data is an attempt to thwart competition and mold it into a distorted shape that is to BellSouth's advantage. These actions are contrary to the Orders of the Commission, the impending AT&T/BellSouth interconnection agreement, the Telecommunications Act of 1996 and the state's legislative policy in favor of fair and effective competition.

9. AT&T will accept the prices for stand-alone UNEs already established pending negotiations to determine prices for UNE combinations necessary to avoid duplicate charges. BellSouth's refusal to provide UNEs at the individual prices established by the Commission is a direct violation of Orders Nos. 96-1579, 97-0289 and 97-0600. If allowed to continue, BellSouth's actions will give it an unfair advantage, impede AT&T's ability to compete for local customers, and thereby stifle the full and fair competition that is the Commission's objective.

WHEREFORE, based on the foregoing, AT&T requests that the Commission determine that BellSouth's refusal to provide UNEs at existing UNE prices and its refusal to record and provide the data associated with the use of UNEs to AT&T violates the Commission's arbitration decisions. AT&T further requests that the Commission direct BellSouth to provide UNEs at the ordered UNE prices pending the culmination of the current negotiations to avoid duplication of charges when UNEs are combined. AT&T also requests the Commission to direct BellSouth to complete UNE testing, including the recording and provisioning of the appropriate data associated with each UNE utilized in each of the call types made by customers receiving service through UNEs. Finally, AT&T requests any other relief determined appropriate by the Commission.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Tracy Hatch", is written over a horizontal line.

Tracy Hatch  
101 North Monroe  
Suite 700  
Tallahassee, Florida 32301  
(904) 425-6364 (phone)  
(904) 425-6361 (fax)

ATTORNEY FOR AT&T  
COMMUNICATIONS OF THE  
SOUTHERN STATES, INC.



# FAX

BellSouth Telecommunications, Inc.  
Legal Department  
Suite 4300  
675 W. Peachtree St., NE  
Atlanta, GA 30375

1/17/97  
copy to Jim Hill

JW

Pam Nelson

Jill Williamson

Date 04/17/97 2:22 PM

Number of pages including cover sheet 7

To: Sylvia Anderson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone (404) 810-8070

Fax Phone (404) 810-8629

From: Mary Jo Peed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone (404) 335-0705

Fax Phone (404) 614-4054

## REMARKS

- Urgent
- For your review
- Reply ASAP
- Please comment

If trouble receiving this transmission, please call  
**Betsy Maddox (404) 335-0725**

This facsimile contains privileged and confidential information intended only for the use of the Addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify BellSouth Telecommunications by telephone and return the original facsimile to the above address via the U.S. Postal Service. Thank you.

Attachment A

Handwritten note on right margin, partially cut off.



BellSouth Interconnection Services

Facsimile

From Jo Sundman  
Department AT&T Regional Account Team  
Address 1900 West Exchange Place  
Suite 410  
Tucker, GA 30084

Telephone number 770-492-7600 7582  
Fax number 770-621-0629

To Mary Jo Reed  
Telephone number 404-335-0705  
Fax number 404-614-4054

Comments

AT&T interim agreement to  
start testing UNE's in Florida.  
Call w/ questions. Thanks, Jo

If this fax is not received in good order, please contact the sender listed above.

Date 4/15/97 Total number of pages 6

04/15/97 11:15

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ATT ACCOUNT TERM + 484 614 4054

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909 97 3101  
THE LEARNING CENTER - 770-621-0629

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# FAX

Date 04/14/97

Number of pages including cover sheet \_\_\_\_\_

TO: Jo Sundman  
Robert Echols

FROM: Jim Hill  
AT&T

Phone \_\_\_\_\_  
Fax Phone 770-621-0629

Phone 404-810-4929  
Fax Phone 404-810-3100

CC: \_\_\_\_\_

REMARKS:  Urgent  For your review  Reply ASAP  Please Comment

11- 8477

### AGREEMENT FOR CONCEPT TESTING

WHEREAS, AT&T intends to enter the local telecommunications market in Florida; and

WHEREAS, prior to entering the local market, BellSouth and AT&T wish to engage in the testing of agreed upon operational interfaces and business procedures for the purchase of unbundled network elements ("Concept Testing"); and

WHEREAS, BellSouth and AT&T desire to begin Concept Testing on or about April 16, 1997, and

WHEREAS, the Florida Public Service Commission is not expected to resolve remaining disputes regarding the arbitrated Interconnection Agreement until May 6, 1997;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and BellSouth hereby agree as follows:

- (1) Concept Testing will commence on or about April 16, 1997, and will last sixty (60) to ninety (90) days. The parties may mutually agree to extend Concept Testing as deemed necessary by the parties.
- (2) Concept Testing will be limited to residential and business telecommunications services for approximately 25 end users, all of whom are employees of AT&T. The telecommunications services and/or facilities included in Concept Testing shall be limited to those end users residing in Florida.
- (3) Concept Testing is solely intended to provide BellSouth and AT&T with on-line experience with the performance of the operational interfaces and business procedures developed by the parties. Both parties acknowledge that there may be technical, procedural or functional irregularities during Concept Testing. Except as specified in Section 5 below AT&T and BellSouth, including their respective employees, agree that neither party shall incur liability for any irregularities that may occur during or as a result of Concept Testing.
- (4) BellSouth will bill AT&T for the services purchased by AT&T during Concept Testing at the rates set forth in the Florida Public Service Commission's order in Docket No. 960833-TP. BellSouth and AT&T shall conduct Concept Testing as to terms and conditions and restrictions within the parameters ordered by the Commission in Docket No. 960833-TP. This Agreement For Concept Testing shall be superseded by the Interconnection Agreement between the

parties once the remaining areas of dispute are resolved by the Florida Public Service Commission.

(5) NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNOW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT: EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. Nothing in this Section 5 shall limit BellSouth's or AT&T's liability to the other (i) in tort for its willful or intentional misconduct; (ii) for bodily injury or death proximately caused by such party's negligence; (iii) wrongful disclosure of confidential information in violation of Section 6 of this Agreement; or (iv) violations of applicable laws of regulation, including orders of the Florida Public Service Commission.

(6) Confidentiality and Proprietary Information

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements, and usage data transmitted between the parties, placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information pursuant to the Act and the rules and regulations of the Federal Communications Commission, whether disclosed by AT&T to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement.

For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at

least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

The Recipient shall have no obligation to safeguard Confidential Information (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information. Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its

representatives and that the Discloser shall be entitled to seek suitable relief, including injunctive relief and specific performance. In the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

BY *James S. Hill*  
DATE 04/17/97

BELLSOUTH TELECOMMUNICATIONS, INC.

BY *[Signature]*  
DATE 04/17/97



A. J. Calbreese  
LIAM Vice President  
Southern States

Room 10144  
1200 Peachtree St.  
Atlanta, GA 30309  
404 810-4575  
FAX: 404 810-4888

May 23, 1997

Mr. Mark Feldler, President  
BellSouth Interconnection Services  
4511 BellSouth Center  
675 West Peachtree Street  
Atlanta, GA 30375

Dear Mark:

I am writing you to obtain BellSouth's position on billing Unbundled Network Elements (UNE). My understanding is that during the UNE billing meeting on May 15, 1997, between AT&T and BellSouth, Mario Soto voiced a position on UNE billing elements, including transport, switching, and access, not expressed in previous meetings. Mr. Soto reportedly stated that BellSouth will treat and bill UNE-P orders as Local Service Resale, including the billing and payment of access charges for InterLATA and IntraLATA toll calls in all BellSouth states, except Kentucky. If we understood Mr. Soto, this position is a significant departure from both the substance and tone of our UNE discussions thus far, specifically, at our recent April 30, 1997, meeting and in previous meetings between AT&T and BellSouth SMEs to discuss UNE IRT. Indeed, BellSouth agreed that Florida would be a good state to conduct UNE test call scenarios since those scenarios could arise there; yet now, Mr. Soto's view would limit our ability to test all scenarios, including receiving all billing by elements.

There has been considerable dialogue with BellSouth this week attempting to understand the position put forth by BellSouth. I have contacted Quinton Sanders and he initially stated he thought there was a misunderstanding, and that he wanted to ensure we were not talking past each other. I, too, want to make sure we are not talking past each other. To this point, I believe it best to simply ask you to provide BellSouth's position, in writing, including variance by state, on Unbundled Network Element level billing: including local, IntraLATA, InterLATA, and Interstate Carrier Billing and describe the billing

Attachment B



- 2 -

information, by element, that BellSouth will send to AT&T. Specifically, AT&T needs to know BellSouth's answer regarding the following questions and the supporting rationale on a state specific basis:

1. When AT&T orders UNE-P, what will BellSouth bill for:
  - Local Calls, Intra-Switch?
  - Local Calls, Inter-Switch?
  - Toll Calls, IntraLATA?
  - Toll Calls, Intrastate (InterLATA)?
  - Toll Calls, Interstate (InterLATA)?
2. When AT&T provides services through UNE-P, what information is BellSouth recording and sending AT&T?
3. When AT&T provides services through UNE-P, what will the UNE bill contain: format, elements, BAN, etc.?

Mark, we've been able to achieve some real optimism regarding improved BellSouth/AT&T teamwork as we work together on traditional access. I remain hopeful that we can get to a more stable business relationship on local services as well. One thing is for sure - we need to be straightforward in our communication to achieve mutual success.

This is such a critical issue to AT&T's market entry plans that we need to have a very clear understanding of BellSouth's position and the rationale behind the position, in writing, by May 28, 1997.

Sincerely,



A. J. Calabrese

cc: Jim Carroll  
Charlie Coe  
Reed Harrison  
Pam Nelson  
Quinton Sanders

Date 5-30-97

Log Code C1

**© BELLSOUTH**

BellSouth Telecommunications, Inc. 404 827-7820  
Suite 4811 Fax 404 821-2311  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

Mark L. Felder  
President - Interconnection Services

May 29, 1997

Mr. A. J. Calabrese  
LIAM Vice President  
AT&T  
Room 10144  
1200 Peachtree St.  
Atlanta, GA 30309

Dear Al:

This is in response to your letter dated May 23, 1997, regarding your request that BellSouth provide information concerning billing for Unbundled Network Elements (UNE).

The State Commissions in the BellSouth region, with the exception of Kentucky<sup>1</sup>, have ruled that the recombination of network elements for the purpose of providing a service, which is essentially the equivalent of an existing BellSouth retail service, should be priced and treated as a resold retail service and not as the simple combination of two or more unbundled network elements. What AT&T refers to as "UNE-Ps", as we understand it, are recombinations of elements which equate to existing retail services and, therefore, should be priced and treated in those states as resold retail services. Our response to your letter is predicated on that understanding.

We understand that AT&T has appealed several of these rulings, and in fact, we have appealed the Kentucky ruling touching on this subject. Therefore, the answers we give you at the present time have to be taken with the understanding that what we say is predicated on our understanding of the law as it applies today, which may, of necessity, be modified as things change and evolve in the courts, at the FCC and in front of the state commissions. We say this because we fully intend to comply with the law and all applicable orders and regulations, as well as any pronouncements having the force and effect of law, and we recognize, and expect that you recognize, that subsequent events may effect our current positions.

Subject to the foregoing, attached is a matrix which restates AT&T's questions and provides BellSouth's positions on each issue. Of course, our responses are based on our understanding of the "services," such as "local calls, intra-switch," which you have attempted to identify in your letter. We are certainly willing, however, to conduct further discussions with you on these matters should it appear, from our response, that we have misapprehended your specific question.

<sup>1</sup> We acknowledge that there is also a question about the status of this issue in Florida. The Florida Public Service Commission evidently feels that it has not yet ruled on the pricing for recombined UNEs that are the essential equivalent of BellSouth's retail services. Until this is resolved we intend to treat requests for recombined UNEs which will substantially replicate existing retail services in the same manner as such requests received in our states other than Kentucky.

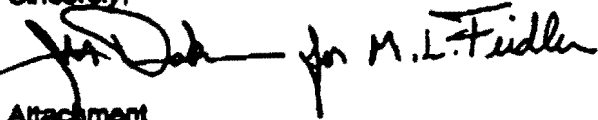
Attachment C

Mr. A. J. Calabrese  
May 29, 1997  
Page 2

I trust that this letter provides you with the information desired to clarify BellSouth's position regarding UNEs. BellSouth wishes to continue to work with AT&T to clearly communicate information in the most effective manner possible.

Quinton Sanders (770-492-7560) or Terrie Hudson (770-492-7590) are available to provide additional information to you and your staff.

Sincerely,

 M.L. Fiedler

Attachment

### MATRIX

**1. When AT&T orders UNE-P, what will BellSouth bill for:**

- Local Calls, Intra-Switch?
- Local Calls, Inter-Switch?
- Toll Calls, IntraLATA?
- Toll Calls, Intrastate (InterLATA)?
- Toll Calls, Interstate (InterLATA)?

	<b>All BST states Except Kentucky</b>	<b>Kentucky</b>
<b>Local Calls, Intra-Switch</b>	BST will bill AT&T discounted flat rate local service	BST will bill AT&T for each UNE utilized
<b>Local Calls, Inter-Switch</b>	BST will bill AT&T discounted flat rate local service	BST will bill AT&T for each UNE utilized
<b>Toll Calls, IntraLATA*</b>	BST will bill AT&T discounted IntraLATA Toll	BST will bill AT&T discounted IntraLATA Toll
<b>Toll Calls, Intrastate (InterLATA)**</b>	BST will bill the IXC access	BST will bill the IXC access
<b>Toll Calls, Interstate (InterLATA)**</b>	BST will bill the IXC access	BST will apply appropriate UNE usage charges

**2. When AT&T provides services through UNE-P, what information is BellSouth recording and sending AT&T?**

	<b>All BST states Except Kentucky</b>	<b>Kentucky</b>
<b>Local Calls, Intra-Switch &amp; Local Calls, Inter-Switch</b>	BST will not record and send records for originating local calls.	BST will record and send records for originating local calls.
<b>Toll Calls, IntraLATA*</b>	BST will record and send records for toll calls.	BST will record and send records for toll calls
<b>Toll Calls, Intrastate (InterLATA)**</b>	BST will record and bill access consistent with what BST does today	BST will record and bill access consistent with what BST does today
<b>Toll Calls, Interstate (InterLATA)**</b>	BST will record and bill access consistent with what BST does today	BST will record and bill appropriate UNE usage charges

3. When AT&T provides services through UNE-P, what will the UNE bill contain: format, elements, BAN, etc.?

	All BST states Except Kentucky	Kentucky
Local Calls, Intra-Switch & Local Calls, Inter-Switch	BST will bill AT&T in a CRIS format until CABS formats are developed and implemented.	BST will bill AT&T UNE in a CRIS format until CABS formats are developed and implemented.
Toll Calls, IntraLATA*	BST will bill AT&T in a CRIS format until CABS formats are developed and implemented.	BST will bill AT&T in a CRIS format until CABS formats are developed and implemented.
Toll Calls, Intrastate (InterLATA)**	BST will bill the IXC access using existing CABS formats.	BST will bill the IXC access using existing CABS formats.
Toll Calls, Interstate (InterLATA)**	BST will bill the IXC access using existing CABS formats.	BST will bill IXC UNE in a CRIS format until CABS formats are developed and implemented.

\* This assumes that AT&T is using BST resold IntraLATA toll.

\*\* Positions may change as a result of Federal Court Appeals, Stays, and/or applicable Commissions' Orders.

**CERTIFICATE OF SERVICE**

**DOCKET NOS. 960833-TP, 960846-TP and 960916-TP**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand-delivery to the following parties of record this 9th day of June, 1997:

BellSouth Telecommunications  
c/o Nancy H. Sims  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

Martha Brown, Esq.  
Monica Barone, Esq.  
Division of Legal Services  
Florida Public Service Comm.  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Richard D. Melson, Esq.  
Hopping Green Sams & Smith  
123 S. Calhoun Street  
Tallahassee, FL 32301

Floyd R. Self, Esq.  
Messer, Caparello et al  
215 S. Monroe Street  
Tallahassee, FL 32301

*Tracy Hatch*  
\_\_\_\_\_  
Tracy Hatch *dmf*