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**ORIGINAL**  
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98 JUL 28 PM 3:48  
RECORDS AND  
REPORTING

July 28, 1998

**BY HAND DELIVERY**

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 951232-TI

Dear Ms. Bayo:

Enclosed for filing in the captioned docket are an original and fifteen copies of Transcall America Inc.'s Prehearing Statement. Also enclosed is a 3 1/2" diskette with the document on it in WordPerfect 6.0/6.1 format.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

RECEIVED & FILED

Sincerely,

*ATG*  
FPSC-BUREAU OF RECORDS

*Norman Atkinson*  
for Albert T. Gimbel

- ACK \_\_\_\_\_
- AFA 2
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 1
- LIN 3
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC 1
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

ATG/amb  
Enclosures

cc: Mr. Brian Sulmonetti  
Parties of Record

DOCUMENT NUMBER-DATE

**952 JUL 28 8**

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dade County Circuit Court referral of )  
certain issues in Case No. 92-11654 (Transcall )  
America, Inc. d/b/a ATC Long Distance v. )  
Telecommunications Services, Inc. and )  
Telecommunications Services, Inc. vs. Transcall )  
America, Inc., d/b/a ATC Long Distance) that )  
are within the Commission's jurisdiction. )  
\_\_\_\_\_)

DOCKET NO. 951232-T1  
Filed: July 28, 1998

**PREHEARING STATEMENT OF TRANSCALL**

Transcall America, Inc., d/b/a ATC Long Distance (hereinafter "Transcall"), through undersigned counsel, having merged since the initiation of this docket herewith jointly submit this prehearing statement.

**A. APPEARANCES**

Elliott Messer, Esq.  
Floyd R. Self, Esq.  
Albert T. Gimbel, Esq.  
Messer, Caparello & Self, P.A.  
Post Office Box 1876  
Tallahassee, FL 32302-1876

On behalf of Transcall

**B. WITNESSES**

<u>Witness</u>	<u>Issues</u>
Mary Jo Daurio, Direct and Rebuttal	2
Dennis Sickle, Rebuttal	2
Douglas Metcalf, Direct and Rebuttal	2 and 3

DOCUMENT NUMBER-DATE

07952 JUL 28 88

FPSC RECORDS, REPORTING

### C. EXHIBITS

<u>Number</u>	<u>Witness</u>	<u>Description</u>
MJD-1 (Direct)	Mary Jo Daurio	July 7, 1989 Telus-TSI Agreement
MJD-2 (Direct)	Mary Jo Daurio	Documents reflecting payment arrangements.
MJD-3 (Direct)	Mary Jo Daurio	Examples of service authorization forms.
MJD-4 (Direct)	Mary Jo Daurio	Requests to the Information Services Department to make changes to billing system.
MJD-5 (Direct)	Mary Jo Daurio	ATC's June 1990 invoice and July 1990 invoice reflecting reduced rate charged to TSI for travel cards.
MJD-6 (Direct)	Mary Jo Daurio	A complete set of bills rendered from ATC to TSI including greenbar summaries.
MJD-7 (Direct)	Mary Jo Daurio	Invoices from ATC to TSI from the first 1989 invoice to the August 1990 invoice showing the initial format used.
MJD-8 (Direct)	Mary Jo Daurio	The monthly accounting kept for the TSI account.
MJD-9 (Direct)	Mary Jo Daurio	Correspondence leading up to the agreed payment schedule between ATC and TSI.
DSM-1 Revised (Direct)	Douglas S. Metcalf	Summary which reflects all of the Transcall billings, TSI payments, credits from Transcall to TSI, and my additional adjustments for the other issues discussed within this testimony.
DSM-2 (Direct)	Douglas S. Metcalf	Documents that reflect TSI agreeing that it would pay Transcall switchless reseller rates starting in March, until TSI could obtain its own Feature Groups.

#### **D. BASIC POSITION**

Transcall provided billing and provisioning services to TSI pursuant to the terms of the July 7, 1989 Agreement, the modifications agreed to by both parties, and the applicable tariff provisions. The billing and provisioning of services provided to TSI, for itself and its customers, was timely and generally accurate. Transcall freely gave TSI credits for disputed issues. The cumulative credits TSI received from 1989-1992 exceeded the total credit evidence provided by TSI as well as any billing errors that occurred from time to time including those that resulted from system limitations. After accounting for all credits, payments, and other factors, TSI still owes Transcall at least \$659,992.88 in outstanding receivables.

#### **E. ISSUES AND POSITIONS**

**ISSUE 1: Does the Commission have jurisdiction over the disputes arising out of the Telus/TSI contract?**

Transcall's Position: Yes. Independent of any referral from the Circuit Court, the Legislature has granted to this Commission the exclusive jurisdiction to resolve all matters delegated to it by Chapter 364, Florida Statutes. Thus, all issues involving billing and provisioning of services to TSI and TSI's customers are within this Commission's exclusive jurisdiction and can be addressed only by this Commission. Due to this Commission's exclusive jurisdiction and its authority to resolve all billing and provisioning issues between the parties, no other issues remain for other forums. Upon issuance of the final order in this docket, the Commission should return this matter to the Circuit Court with the instruction that it has resolved all billing and provisioning issues, including those raised by TSI in its Restated Third Amended Answer, Affirmative Defenses, Counterclaims and Third Party Claims.

**ISSUE 2: Did Telus/Transcall improperly bill TSI in excess of or violation of the contract between the parties, including, but not limited to, the following specific alleged violations:**

- **improperly billing for calls not made, not completed, that were busy, or had bad connections;**
- **overcharging calls, double billing calls, or billing for the same call in consecutive bills;**
- **improperly charging TSI for 800 calls;**
- **billing in increments that were in violation of the contract;**
- **improper billing for travel cards and canceled accounts; and**
- **supplying improper and inaccurate billing details to TSI.**

**Transcall's Position:** All billing and provisioning of services to TSI by Transcall was in accordance with the Agreement, the agreed modifications and the applicable tariff provisions except for the two months with undercharged extension errors in TSI's favor (Audit Disclosure No. 2), the November and December 1990 unbilled minutes adjustment error in TSI's favor (Audit Disclosure No. 4D), and the 9 second error (Audit Disclosure No. 8).

**ISSUE 2.A.: If Telus/Transcall improperly billed TSI in excess of or violation of the contract, did the improper billing result in overcharges.**

**Transcall's Position:** Yes, there were some billing errors, most of which were consistent with the applicable tariff or Agreement provisions, but all such billing errors were more than offset by undercharges and credits.

**ISSUE 2.B.: If overcharges occurred, what is the amount of such overcharges, including any applicable interest?**

**Transcall's Position:** TSI was overcharged by \$37,714.59 for the 9 second error. Interest from June 1992 through May 1998 is \$12,688.57, for a total of \$50,403.16. After accounting for credits and other adjustments, however, there were net undercharges to TSI of \$178,756.43. Interest on this amount through May 1998 using the Commission's formula is \$60,140.23.

**ISSUE 2.C.: Did TSI make any payments on any amount overcharged under the contract? If so, how much?**

**Transcall's Position:** During the entire period, TSI made payments of \$857,999.83 on total billings of \$1,665,364.41. The accounting for these amounts is further detailed in Exhibit DSM-1 Revised and the testimony of Douglas Metcalf.

**ISSUE 2.D: After accounting for any overbilling, refunds, settlements or other credits that may be applicable, what amount, if any, does TSI owe Transcall for the services it received?**

**Transcall's Position:** After fully accounting for all transactions between the parties, TSI owes Transcall a total of \$882,038.73, consisting of a principle amount of \$659,992.88 and interest through the end of May 1998 of \$222,045.85.

**ISSUE 3: Did Telus/Transcall improperly bill TSI's customers in excess of or violation of the applicable tariff for intrastate traffic, including, but not limited to, the following specific alleged violations:**

- **improperly billing for calls not made, not completed, that were busy, or had bad connections;**
- **over charging calls, double billing calls, or billing for the same call in consecutive bills;**
- **improperly charging of 800 calls and 800 customers;**
- **billing in increments that were in violation of the applicable tariff;**

- **improperly billing for travel cards and canceled accounts; and**
- **supplying improper and inaccurate billing details to TSI's customers.**

Transcall's Position: Except for the 9 second error, TSI's customers were billed as instructed by TSI. The Staff audit indicates that in some cases TSI improperly instructed Transcall on the billing of TSI customers. Any errors in the billing instructions to Transcall are TSI's responsibility.

**ISSUE 3.A.: If Telus/Transcall improperly billed TSI's customers in excess of or violation of the applicable tariff, did the improper billing result in overcharges?**

Transcall's Position: No, except for the 9 second error.

**ISSUE 3.B.: If overcharges occurred, what is the amount of such overcharges, including any applicable interest?**

Transcall's Position: The value of the 9 second error is \$37,714.59 with interest of \$12,688.57. This amount is more than offset however, by credits and other adjustments documented in the testimony of Douglas S. Metcalf, and confirmed in large measure by Staff Auditor Kathy Welch. The offsets are discussed in Issue 2.B above.

**ISSUE 3.C.: Did TSI's customers make any payments on any amount overcharged? If so, how much was paid and to whom were payments made?**

Transcall's Position: TSI's customers paid TSI directly, so any overcharges would have been collected by TSI and not Transcall. Thus, any required refund would need to be made by TSI to its own customers.

**ISSUE 3.D.: After accounting for any overbilling, refunds, settlements or other credits that may be applicable, are TSI's customers due any refund amount? If so, who should pay the refund and how should it be implemented?**

Transcall's Position: TSI may owe its customers a refund for the 9 second error, as well as the \$169,753.25 in credits it received that should have been passed on to its customers.

**F. PENDING MOTIONS FILED BY WORLDCOM, INC.**

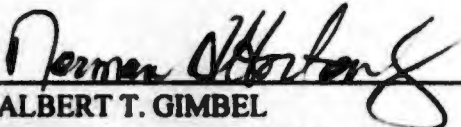
Transcall's Motion for Sanctions Against TSI for Failure to Comply with Discovery.

**G. REQUIREMENTS THAT CANNOT BE COMPLIED WITH**

All requirements of the procedural orders can be met by Transcall.

Dated this 28th day of July, 1998.

Respectfully submitted,

  
for ALBERT T. GIMBEL

Messer, Caparello & Self, P.A.

Post Office Box 1876

Tallahassee, FL 32302-1876

(850) 222-0720

ATTORNEYS FOR TRANSCALL AMERICA, INC.



## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Transcall America, Inc.'s Prehearing Statement in Docket No. 951232-TI has been furnished by Hand Delivery (\*) and/or U.S. Mail to the following parties of record this 28th day of July, 1998:

Beth Keating, Esq.\*  
Division of Legal Services  
Room 370, Gunter Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Mr. Jon W. Zeder  
Mr. Wesley R. Parsons  
2601 South Bayshore Drive, Suite 1600  
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Albert T. Gimbel