

MARY K. KEYER
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ORIGINAL

February 18, 1999

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BUREAU OF RECORDS

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

RE: Docket No. 990108-TP

Dear Mrs. Bayo:

Enclosed are an original and 15 copies of BellSouth Telecommunications, Inc.'s Answer to the Complaint of Access One Communications, Inc. Please file this document 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 on the parties shown on the attached Certificate of Service.

Sincerely,

Mary K. Keyer
(Bw)

Mary K. Keyer

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG 1 _____
- LIN _____
- OPC _____
- RCH _____
- SEC 1 _____
- WAS _____
- OTH orig to Hong _____

Enclosures

cc: All Parties of Record
M. M. Criser, III
N. B. White
W. J. Ellenberg (w/o enclosures)

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DOCUMENT NUMBER-DATE

02131 FEB 18 99

FPSC-RECORDS/REPORTING

Done 2/26/99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

Access One Communications, Inc.,)	
)	
Complainant,)	Docket No. 990108-TP
)	
vs.)	
)	
BellSouth Telecommunications, Inc.,)	Filed: February 18, 1999
)	
Respondent.)	

ANSWER

BellSouth Telecommunications, Inc. ("BellSouth"), for its Answer to the Complaint of Access One Communications, Inc. ("Access One") states:

FIRST DEFENSE

The Complaint fails to state a cause of action for which relief can be granted.

SECOND DEFENSE

Access One is not entitled to the damages requested as this Commission has no authority to award monetary damages.

THIRD DEFENSE

Some or all of Access One's claims are barred by the doctrines of accord and satisfaction.

FOURTH DEFENSE

For its answer to the specific allegations in the Complaint, BellSouth states:

DOCUMENT NUMBER-DATE

02131 FEB 18 99

FPSC-RECORDS/REPORTING

1. The allegations in paragraph 1 of the Complaint state conclusions of law to which BellSouth need not respond.

2. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint and, therefore, denies the same.

3. BellSouth admits the allegations in paragraph 3 of the Complaint.

4. BellSouth admits the allegations in paragraph 4 of the Complaint.

5. BellSouth admits the allegations in paragraph 5 of the Complaint.

6. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Complaint and, therefore, denies the same.

7. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint and, therefore, denies the same.

8. BellSouth denies the allegations in paragraph 8 of the Complaint.

9. Paragraph XVI.B of the Access One Resale Agreement referred to in paragraph 9 of the Complaint speaks for itself.

10. BellSouth states that paragraph XVI.B of the Access One Resale Agreement speaks for itself, as do the requirements of Section 252 (i) of the Federal Telecommunications Act of 1996, referred to in paragraph 10 of the Complaint.

11. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 of the Complaint and,

therefore, denies the same and further denies BellSouth had an obligation to advise Access One of any provisions in any other resale agreements.

12. BellSouth states that the provisions of the TCCF Agreement referred to in paragraph 12 of the Complaint speak for themselves and BellSouth denies the remaining allegations in paragraph 12 of the Complaint.

13. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint and, therefore, denies the same.

14. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Complaint and, therefore, denies the same.

15. BellSouth denies the allegations in paragraph 15 of the Complaint.

16. BellSouth admits the existence of the TCCF Agreement, states that the provisions therein speak for themselves, and denies the remaining allegations in paragraph 16 of the Complaint.

17. BellSouth denies the allegations in paragraph 17 of the Complaint.

18. BellSouth states that the terms of the "Most Favored Nation" section of its Resale Agreement with Access One speak for themselves and denies the remaining allegations in paragraph 18 of the Complaint.

19. BellSouth denies the allegations in paragraph 19 of the Complaint.

20. BellSouth denies the allegations in paragraph 20 of the Complaint.

21. BellSouth denies the allegations in paragraph 21 of the Complaint.

22. BellSouth admits it is entitled to assess the charges approved by the Florida Public Service Commission in Section A.2.3.8 of the BellSouth General Subscriber Services Tariff and denies the remaining allegations in paragraph 22 of the Complaint.

23. BellSouth is without knowledge or information sufficient to form a belief as to what Access One "believes" as referred to in paragraph 23 of the Complaint and specifically denies any discriminatory practices against Access One.

24. The allegations in paragraph 24 of the Complaint do not state allegations of fact to which BellSouth need respond.

25. BellSouth denies the allegations in paragraph 25 of the Complaint.

26. BellSouth denies the allegations in paragraph 26 of the Complaint.

27. BellSouth denies the allegations in paragraph 27 of the Complaint.

28. BellSouth denies the allegations in paragraph 28 of the Complaint.

29. BellSouth denies the allegations in paragraph 29 of the Complaint.

30. BellSouth denies the allegations in paragraph 30 of the Complaint.

31. BellSouth denies the allegations in paragraph 31 of the Complaint.

32. BellSouth denies the allegations in paragraph 32 of the Complaint.

33. The first sentence of paragraph 33 does not state allegations of fact to which BellSouth need respond and BellSouth denies the remaining allegations in paragraph 33 of the Complaint.

34. Paragraph 34 does not state allegations of fact to which BellSouth need respond.

35. BellSouth denies the allegations in paragraph 35 of the Complaint.

36. Florida PSC Order No. PSC-98-1001-FOF-TP, referred to in paragraph 36 of the Complaint, speaks for itself.

37. BellSouth denies the allegations in paragraph 37 of the Complaint.

38. BellSouth admits there were some problems regarding switchback notices and is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 38 of the Complaint and, therefore, denies the same.

39. BellSouth denies the allegations in paragraph 39 of the Complaint.

40. BellSouth denies the allegations in paragraph 40 of the Complaint.

41. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41 of the Complaint and, therefore, denies the same.

42. BellSouth denies the allegations in paragraph 42 of the Complaint.

43. BellSouth denies the allegations in paragraph 43 of the Complaint.

44. In answer to the allegations in paragraph 44, BellSouth states the Access One Resale Agreement, Sections 251 and 252 of the Telecommunications Act, and § 364.161 Florida Statutes speak for themselves and denies the remaining allegations in paragraph 44 of the Complaint.

45. In answer to the allegations in paragraph 45 of the Complaint, BellSouth reiterates its answer to paragraph 44 as if fully restated herein.

46. BellSouth denies the allegations in paragraph 46 of the Complaint.

47. BellSouth admits its customers, end-users and resellers may request morning or afternoon repair appointments, which will be scheduled if time and resources permit and BellSouth denies the remaining allegations in paragraph 47 of the Complaint.

48. BellSouth denies the allegations in paragraph 48 of the Complaint.

49. In answer to paragraph 49 of the Complaint, BellSouth reiterates its answers to paragraphs 1 through 48 of the Complaint as if fully restated herein.

50. BellSouth denies the allegations in paragraph 50 of the Complaint.

51. BellSouth denies the allegations in paragraph 51 of the Complaint.

52. In answer to paragraph 52 of the Complaint, BellSouth reiterates its answers to paragraphs 1 through 48 of the Complaint as if fully restated herein.

53. BellSouth denies the allegations in paragraph 53 of the Complaint.

54. BellSouth denies any and all allegations in the Complaint not admitted herein.

WHEREFORE, BellSouth Telecommunications, Inc. requests the Commission to dismiss the Complaint against it and award BellSouth any and all other relief to which it may be entitled.

Respectfully submitted this 18th day of February, 1999.

BELLSOUTH TELECOMMUNICATIONS, INC.



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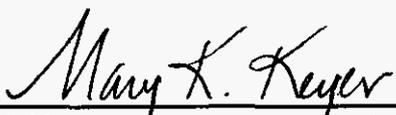
CERTIFICATE OF SERVICE
Docket No. 990108-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
U.S. Mail this 18th day of February, 1999 to the following:

Staff Counsel
Florida Public Service
Commission
Division of Legal Services
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Atty. for Access One



Mary K. Keyer (ms)