Legal Department

NANCY B. WHITE
General Counsel - Florida

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

May 24, 2001

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

Re: Docket No. 001097-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is the original and fifteen copies of the Post-Hearing Brief of BellSouth Telecommunications, Inc., which we ask that you file in the captioned matter.

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 to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White

Nancy B. White (KA)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

CERTIFICATE OF SERVICE
Docket No. 001097-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 24th day of May, 2001 to the following:

Lee Fordham
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Brian Chaiken
Mark E. Buechele
Supra Telecommunications & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, Florida 33133
Tel. No. (305) 443-3710
Fax. No. (305) 443-9516

Supra Telecommunications & Information Systems, Inc.
1311 Executive Center Drive, Suite 200
Tallahassee, FL 32301-5027

Nancy B. White (KA)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth Telecommunications, Inc. against Supra Telecommunications and Information Systems, Inc., for Resolution of Billing Disputes.	)	Docket No. 001097-TP Filed: May 24, 2001

POST-HEARING BRIEF OF BELLSOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth"), submits this post-hearing brief in support of its positions on the issues submitted to the Commission pursuant to BellSouth's Complaint Against Supra Telecommunications and Information Systems, Inc. ("Supra") for Resolution of Billing disputes filed on August 9, 2000.

Statement of the Case

BellSouth provides local exchange services for resale and unbundled network elements for interconnection pursuant to the Telecommunications Act of 1996 and to resale agreements and interconnection agreements entered into between BellSouth and various Alternative Local Exchange Companies ("ALECs"). With regard to Supra, BellSouth has provided local exchange services pursuant to a resale agreement filed with the Commission on June 26, 1997, and approved by the Commission on October 8, 1997 (Order No. PSC-97-1213-FOF-TP); and an interconnection and resale agreement filed with the Commission November 10, 1999 and approved by the Commission on November 30, 1999 in which Supra adopted the AT&T

agreement (Order No. PSC-99-2304-FOF-TP). This Complaint concerns services provided to Supra for resale.

The 1997 agreement became effective on June 1, 1997. The adoption of the AT&T agreement became effective on October 5, 1999. Thus, the 1997 resale agreement was in effect from June 1, 1997 until October 5, 1999. The AT&T agreement adopted by Supra was in effect from October 5, 1999, until its expiration on June 9, 2000. Pursuant to the AT&T agreement, the parties will continue to operate under the terms and conditions of such agreement until a subsequent interconnection agreement is executed.

BellSouth seeks resolution of certain billing disputes raised by Supra that are discussed in detail below. In short, Supra claims BellSouth should refund Supra a total of $305,560.04, plus interest in the amount of approximately $150,000, as reimbursement for charges Supra claims were unwarranted. BellSouth denies that it owes these monies to Supra and requests a declaratory ruling from the Commission to that effect. Supra also claims that it should not have to pay the balance due under the 1997 resale agreement.

Under the 1997 resale agreement, either party must petition the applicable state Public Service Commission for a resolution of billing disputes. The majority of the issues that Supra raises in its attempts to justify its refusal to pay, arose prior to October 5, 1999. Accordingly, such

claims arise under the 1997 agreement and must be determined by the Florida Public Service Commission according to the dispute resolution provisions of that agreement.

This matter went to hearing on May 3, 2001. The hearing produced a transcript of 271 pages and 12 exhibits.

General Position

BellSouth has appropriately and properly billed Supra for charges under the 1997 resale agreement between BellSouth and Supra. These charges include End User Common Line Charges, secondary service charges, and unauthorized local service changes. BellSouth does not owe a refund to Supra.

Issues and Positions

ISSUE 1: Should the rates and charges contained (or not contained) in the 1997 AT&T/BellSouth Agreement apply to the BellSouth bills at issue in this Docket?

**BellSouth's Position:

No. The 1997 AT&T/BellSouth agreement adopted by Supra in 1999 is not applicable to the BellSouth bills at issue in this docket. The 1997 BellSouth/Supra resale agreement governs the BellSouth bills at issue in this docket.

On May 28, 1997, BellSouth and Supra executed a resale agreement for the resale of BellSouth's telecommunications services. See Order No. PSC-97-1213-FOF-TP. Later that same year, collocation and interconnection agreements were executed between Supra and BellSouth and approved by

the Commission. See Order Nos. PSC-97-1490-FOF-TP and PSC-98-0206-FOF-TP, respectively.

As Messrs. Finlen (Managing Director, Customer Markets, Wholesale Pricing Operations Department) and Morton (Senior Staff Manager, Interconnection Billing and Collections Department) testified, Supra ordered only resale services pursuant to the 1997 BellSouth/Supra resale agreement. Tr. pp. 22 and 172.[1]

An ALEC must establish a billing account with BellSouth. Tr. p. 170. Supra currently has six accounts; three resale accounts established in July of 1997 and three unbundled network element accounts established in February, 2000. Id. During the time period governed by the 1997 resale agreement and under the resale accounts established in July, 1997, Supra solely ordered resale services. Tr. p. 172.

Put simply, the issue here is whether the 1997 BellSouth/Supra resale agreement or the October 5, 1999 interconnection agreement adopted by Supra governs the party's business relationship prior to October 5, 1999. In the October 5, 1999 interconnection agreement, it specifically states that the agreement is effective as of October 5, 1999. See Exhibit 3. Moreover, the Commission approved Supra's adoption of the agreement on November 30, 1999 in Order No. PSC-99-2304-FOF-TP. The Order states that the adoption is effective as of the date of the Order. There is no dispute that

the charges at issue were incurred prior to October 5, 1999. See Exhibit 3. Tr. p. 250. Thus, there is no legitimate interpretation of the October 5, 1999 agreement that would support Supra's claim that the agreement was effective at an earlier time.

Moreover, Supra filed suit in Federal Court in Miami against BellSouth alleging a breach of the 1997 resale agreement (Case No. 99-1706). As the Commission is aware, the October 5, 1999 AT&T agreement adopted by Supra contains a mandatory commercial arbitration clause for issues arising under the agreement. See Exhibit 3. Supra filed a Stipulation in the federal court lawsuit that all of the actions or occurrences underlying the federal complaint occurred before October 5, 1999. The Court entered an order consistent with Supra's Stipulation. See Exhibit 2. Supra has continued to pursue the litigation of the federal court action. Therefore, there is no question that Supra has sworn to a federal court that the October 5, 1999 agreement was not effective until that date.

In order to fully understand the issue of which agreement is applicable in light of claims by Supra that will be discussed herein, it is necessary to set forth the timeline for BellSouth's negotiations of an interconnection agreement with Supra. Mr. Finlen testified that Supra opened negotiations within BellSouth on October 17, 1997. Tr. p. 22. On Monday, October 20, 1997, BellSouth sent Mr. Ramos a letter along with the draft template of the

[1] Supra ordered no unbundled network elements from BellSouth until March of 2000. Tr.

Interconnection Agreement. See Exhibit 4. Once Mr. Ramos received a draft Interconnection Agreement template, he promptly signed and faxed it to BellSouth, where it was received on October 21, 1997. Tr. pp. 22-23.

On October 21, 1997, Mr. Finlen called Mr. Ramos and asked if he wanted to execute an agreement this soon. He asked if Mr. Ramos had any questions regarding the agreement or if he needed some time to review or have his attorney review the agreement. Mr. Ramos indicated he was satisfied with the agreement and was ready to sign. Mr. Finlen also advised Mr. Ramos that he had signed the interconnection template and that BellSouth would need to modify it to reflect Supra's name and contact information. Mr. Finlen populated the BellSouth Interconnection Agreement template and changed ALEC and ALEC-1 to Supra Telecommunications and Information Systems. Mr. Finlen saved the file in a "Zip Format" and e-mailed it to Mr. Ramos for execution. See Exhibit 4. Tr. p. 23.

On Thursday, October 23, 1997, Mr. Ramos called and advised that he could not open the "Zip File" and asked Mr. Finlen send him a hard copy of the Interconnection Agreement. Mr. Finlen went back to the BellSouth Interconnection Agreement template and changed ALEC and ALEC-1 to Supra Telecommunications and Information Systems. That afternoon Mr. Finlen sent via Federal Express to Mr. Ramos the hard copy of the

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Interconnection Agreement for his signature accompanied by Mr. Finlen's transmittal letter. See Exhibit 4. Tr. pp. 23-24.

Mr. Ramos executed the agreement on Monday, October 27, 1997, and promptly sent it via Federal Express to Mr. Finlen for the BellSouth representative's signature. This means that only ten days had passed from Supra's request to BellSouth for an Interconnection Agreement, which was at that time 295 pages long, to its execution by Supra. On Friday, October 31, 1997, Jerry Hendrix signed the agreement on behalf of BellSouth. Tr. p. 24.

Unfortunately, there was a difference in the interconnection agreement that was e-mailed to Mr. Ramos on October 21, 1997 and the one he executed on October 27, 1997. The inconsistency was discovered in August of 1998. Tr. p. 26. At the time BellSouth became aware of the discrepancy, BellSouth offered to amend the Agreement, retroactively to the date of execution to conform the Agreement to the document originally sent to Mr. Ramos. Tr. p. 26. Supra refused and chose instead to file a Petition with the various Public Service Commissions to set aside the Interconnection Agreement that had been filed with and approved by those Public Service Commissions. The Florida Public Service Commission refused to hear Supra's petition regarding BelSouth's alleged contract fraud and, on June 1, 1999, issued Order No. PSC-99-1092-FOF-TP, directing "the parties to submit a corrected agreement at their earliest convenience".

At no time did this error affect the resale agreement executed between BellSouth and Supra in 1997. Tr. p. 29. The corrected version of the Interconnection Agreement was filed with the Florida Public Service Commission on September 23, 1999. This agreement was retroactive to October 1997. Tr. p. 29. See also Order No. PSC-99-2336-FOF-TP. There was no change to or revision of the BellSouth/Supra 1997 resale agreement. Tr. p. 30.

On August 29, 1999, Mr. Wayne Stavanja, Vice President-Regulatory Relations for Supra wrote Mr. Finlen stating that Supra intended to adopt the AT&T/BellSouth interconnection agreement. See Exhibit 7. That letter contained no indication that Supra believed it had been operating under the AT&T/BellSouth agreement. Tr. p. 246. No references were made to such a belief at any time. Id. As discussed above, Supra adopted the AT&T/BellSouth agreement effective October 5, 1999. See Exhibit 3. The Commission approved the adoption effective November 30, 1999 in Order No. PSC-99-2304-FOF-TP.

Supra first alleges that there was some form of intent on BellSouth's part to change the 1997 interconnection agreement. Tr. p. 217. Mr. Finlen admits that he simply made a mistake. Tr. pp. 60. However, this allegation has no relevance to the fact that Supra ordered resale services out of the 1997 Supra/BellSouth resale agreement.

Supra next alleges that Supra should have been given AT&T rates when it entered into the 1997 interconnection agreement with BellSouth. Tr. p. 69. Mr. Finlen testified that the rates in Supra's 1997 interconnection agreement would have been based on the AT&T/MCI arbitrations. Tr. p. 67. Supra's theory apparently is that because the 1997 interconnection agreement contained the same rates as those contained in the AT&T agreement, Supra really entered into the AT&T interconnection agreement back in 1997. This is ludicrous for the reasons set forth above. It is also irrelevant to the Issues in this matter. As Mr. Finlen testified, the rates being referred to were for unbundled network elements, not resale. Tr. p. 74.

Supra alleges that it wanted to begin selling unbundled network elements the instant it entered into the 1997 interconnection agreement. Tr. p. 76. Mr. Finlen testified that Mr. Ramos of Supra did not discuss what his intentions were and Supra presented no evidence to support the allegation. Tr. p. 76.

Supra next points to Section XVI (B) of the 1997 BellSouth/Supra resale agreement as proof that Supra adopted the BellSouth/AT&T agreement in 1997. Tr. p. 211.

Section XVI (3) states:

> In the event that BellSouth either before or after the effective date of this Agreement, enters into an Agreement with any other telecommunications carrier (an

"Other Resale Agreement") which provides for the provision within the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered such other Resale Agreement to Reseller in its entirety. In the even that Reseller accepts such offer, such Other Terms shall be effective between BellSouth and Reseller as of the date on which Reseller accepts such offer.

See Exhibit 3.

As Mr. Finlen testified, pursuant to 47 C.F.R. §51.303 and Section 252(1) of the Telecommunications Act of 1996, this Section 16, Subsection B allowed Supra to adopt sections of Commission-approved Resale Agreements executed between BellSouth and any third-party for the purpose of ensuring that BellSouth treated all CLECs with parity. Tr. p. 45. Ms. Bentley, witness for Supra, claims that Supra's adoption of any such third-party Agreement would be applicable to Supra's bills retroactive to the effective date of that third-party Agreement. Tr. p. 212. If this were

correct, the BellSouth/AT&T Agreement, which was effective as of June 1997, would apply to Supra as of its original effective date and would, therefore, apply retroactively to the bills in this dispute. Tr. p. 46.

Ms. Bentley's interpretation of this language is selective and entirely false. Section 16, Subsection B states, in part,

> In the event that Reseller [Supra] accepts such offer, such Other Terms shall be effective between BellSouth and Reseller **as of the date on which the Reseller accepts such offer.** (Emphasis added)

Ms. Bentley ignored this sentence in her interpretation of the language. According to this language, Supra's adoption of the BellSouth/AT&T Agreement became effective on October 5, 1999 on a going-forward basis. Therefore, the BellSouth/AT&T Agreement could not be applied retroactively to Supra's bills in dispute in this proceeding. Instead, since the bills in dispute are for the time period of May 1997 until October 5, 1999, the applicable Agreement is the 1997 BellSouth/Supra Resale Agreement. Tr. p. 46.

Ms. Bentley also cites Section XVI (F) of the 1997 BellSouth/Supra resale agreement. This Section of the agreement states:

> In the event that Reseller accepts a deemed offer of an Other Resale Agreement or Other Terms, then BellSouth or Reseller, as applicable shall make a corrective payment

to the other party to correct for the difference between the rates set forth herein and the rates in such revised Agreement or Other Terms for substantially similar services for the period from the effective date of such revised Agreement or Other Terms until the date that the parties execute such revised agreement or Reseller accepts such Other Terms...

See Exhibit 3.

As discussed above, however, the BellSouth/AT&T Agreement adopted by Supra did not become effective until October 5, 1999. The bills in dispute are for the time period of May 1997 until October 5, 1999. Therefore, the applicable agreement in this dispute is the 1997 BellSouth/Supra Resale Agreement. Tr. p. 47.

Moreover, Section 22.10 of the BellSouth/AT&T agreement specifically states that the agreement and the amendments thereto constitute the entire agreement and supersede any prior agreements, representations, statements, etc., with respect to the subject matter of the agreement. See Exhibit 3. Therefore, all of the provisions of the 1997 Resale Agreement were superseded by the 1999 BellSouth/A&T agreement, including the provisions on which Supra is now relying.

BellSouth respectfully requests that the Commission reject Supra's allegations and find that the 1997 Supra/BellSouth resale agreement applies to the BellSouth bills at issue in this docket.

ISSUE 2: Did BellSouth bill Supra appropriately for End User Common Line Charges pursuant to the BellSouth/Supra interconnection and resale agreement?

**BellSouth's Position:

Yes. BellSouth billed Supra appropriately for End User Common Line Charges pursuant to Section VII (L) of the BellSouth/Supra resale agreement, FCC Tariffs, and FCC rules.

Supra claims that it should never have been billed end user common line charges. This claim is unfounded under the provisions of the 1997 BellSouth/Supra Resale Agreement and the FCC rule 47 C.F.R. §51.617. Tr. p. 32. It is interesting to note that Supra first protested the billing of these charges in late December 1999. Tr. p. 247. It is also important to note that Supra labeled itself as a reseller in the protest. See Exhibit 3.

The 1997 BellSouth/Supra Resale Agreement states, in Section VII(L):

> Pursuant to 47 C.F.R. Section 61.617, the Company will bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

Furthermore, Section IV (B) of the 1997 BellSouth/Supra Resale Agreement states, in part, that, "Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual

end user of the company in the appropriate section of the Company's Tariffs." The EUCL charge is included in BellSouth's FCC Tariff No. 1, Section 4.6 (A) which states:

> End User Access Service and Federal Universal Service charges, as set forth in 4.7, following, will be billed to the end user subscriber of the associated local exchange service, **including, where applicable, a reseller of the associated local exchange service,** in which case the reseller shall be deemed an end user for the purposes of application of such charges. Presubscribed Interexchange Carrier Charges (PICs) may also apply as described in Section 3. [Emphasis added] Tr. p. 33.

In 47 C.F.R §51.617(a) (1999), (Exhibit PCF-9), the FCC states, "Notwithstanding the provision in §69.104(a) of this chapter that the end user common line charge be assessed upon end users, **an incumbent LEC shall assess this charge**, and the charge for changing the designated primary interexchange carrier, **upon requesting carriers that purchase telephone exchange service for resale.** The specific end user common line charge to be assessed will depend upon the identity of the end user served by the requesting carrier." [Emphasis added]. Tr. p. 34.

On March 11, 2000, Ms. Carol Bentley of Supra sent a letter to Ms. Shirley Flemming of BellSouth regarding the billing dispute between

BellSouth and Supra. Tr. p. 34. Ms. Bentley quoted 47 C.F.R. §51.617(b) which states, "When an incumbent LEC provides telephone exchange service to a requesting carrier...for resale, the incumbent LEC shall continue to assess the interstate access charges...other than the end user common line charges upon **interexchange carriers...**" [Emphasis added] See Exhibit 4. On March 20, 2000, Lynn Smith of BellSouth responded to this and several other letters sent by Supra. In her response, Ms. Smith stated that, "we agree that Supra Telecom is registered as an interexchange carrier' however, in this instance **Supra Telecom is acting as a local service provider** in the resale of local service, **and therefore, the EUCL charges are appropriately billed.** [Emphasis added] See Exhibit 4.

Furthermore, on April 10, 2000, Ms. Bentley sent a letter to Mr. Finlen in which she claimed that Ms. Smith, in her March 30, 2000 letter, "summarily dismisses our claim on the basis of a contract that does not apply." See Exhibit 4. This is completely untrue, as can be seen in Ms. Smith's letter discussed above. On April 28, 2000, Mr. Finlen responded to Ms. Bentley's April 10, 2000 letter. See Exhibit 4. Mr. Finlen explained, as Ms. Smith had in her March 30, 2000 letter, that "[e]ven though Supra may be acting as an interexchange carrier, Supra is providing local exchange service as an...(ALEC) by reselling retail...services. **As a local reseller, Supra is responsible for the payment of the EUCL charge to BellSouth."** [Emphasis added] Furthermore, Mr. Finlen quoted from the BellSouth FCC Tariff No. 1,

Section 4.6, which states, in part, "End User Access Service charges...will be billed to the end user subscriber of the associated local exchange service." See Exhibit 4. As a reseller of local exchange service, Supra is considered the "end user subscriber" and should, therefore, be responsible for the EUCL charge. Tr. p. 35.

Section III of the 1997 resale agreement provides that Supra may resell the tariffed local exchange and toll services of BellSouth subject to the terms and conditions of the agreement. Interstate access and related services are governed by the tariffs on file with the Federal Communications Commission, not the interconnection and resale agreements.

Even if the appropriate agreement is the BellSouth/AT&T agreement adopted by Supra on October 5, 1999, which BellSouth specifically denies, the same result would obtain. Part IV, Section 34 specifically states that services are provided thereunder in accordance with all applicable orders of the Federal Communications Commission and the Florida Public Service Commission.

Supra bills its end users for the End User Common Line Charges. Tr. p. 235. Supra appears to claim that BellSouth refused to provide Supra with unbundled network elements and that if Supra had provided service using unbundled network elements, 47 C.F.R. §51.617 would not apply. Tr. pp. 79 and 252. While the latter part of this statement is correct, at no time did BellSouth prevent Supra from ordering unbundled network elements. Tr. p.

81. There was a dispute with Supra in the 1998-1999 timeframe about whether the state of the law required BellSouth to provide Supra with unbundled network element combinations. Tr. pp. 84-85. It was unclear, however, whether Supra attempted to purchase unbundled network elements for the purpose of combining them themselves as opposed to asking BellSouth to provide the combinations. Tr. pp. 84-85 and 254. However, Supra was properly and appropriately billed by BellSouth for the end user common line charges associated with services purchased on a resale basis and is not owed a refund.

ISSUE 3: Did BellSouth bill Supra appropriately for changes in services, unauthorized local service changes, and reconnections pursuant to the BellSouth/Supra interconnection and resale agreements?

**BellSouth's Position:

Yes. BellSouth billed Supra appropriately pursuant to Section VI (F) of the BellSouth/Supra resale agreement.

Supra claims that it should not be charged for unauthorized changes in a customer's service. These alleged unauthorized changes are for "slamming". BellSouth contends that the Agreement and the BellSouth General Subscriber Service Tariff contain provisions for the billing of these "slamming" charges. Tr. p. 36. "Slamming" is the changing of an end user's local and/or long distance service without the end user's authorization. Id.

The 1997 BellSouth/Supra resale agreement addresses "slamming" in Section VI (F), which states:

> If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and **will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge** similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. [Emphasis added]

See Exhibit 3.

Mr. Finlen explained to Supra that Other Charges and Credits ("OC&C"), which include "slamming", "are for unauthorized change charges where end users have stated they were switched to Supra without their permission." Tr. p. 37. He further explained that "BellSouth properly billed Supra this charge in order to recover its cost of switching the end user back to their appropriate local service provider." Id.

It should be noted that Section VI (D) of the 1997 BellSouth/Supra resale agreement specifically states that Supra must be able to demonstrate end users authorization upon request. Tr. p. 239. Supra never provided BellSouth with such end user authorization. Tr. p. 242.

BellSouth appropriately and properly billed Supra for unauthorized change charges pursuant to the 1997 BellSouth/Supra resale agreement.

ISSUE 4: Did BellSouth bill Supra appropriately for secondary service charges pursuant to the BellSouth/Supra interconnection and resale agreements?

**BellSouth's Position:

Yes. BellSouth billed Supra appropriately pursuant to BellSouth's tariffs and Section IV (3) of the BellSouth/Supra resale agreement.

Supra claims that it should not be charged for authorized changes in a customer's service. These authorized changes are referred to as "secondary service charges." BellSouth contends that the Agreement and the BellSouth General Subscriber Service Tariff contain provisions for the billing of these secondary service charges. Tr. p. 39.

According to Section A4.1 of the General Subscriber Service Tariff (Exhibit PCF-15), "**Secondary service charge applies per customer request** for the receiving, recording and processing of customer requests to change services or add new or additional services" [Emphasis added] The General Subscriber Service Tariff also states in Sections A4.2.4(A) to A4.2.4(C):

A. The Secondary Service Charge will not apply if a Line Connection charge or Line Change Charge is applicable.

B. The Secondary Service Charge applies for adding or rearranging:

1. Custom Calling Service

2. Prestige® Communications Service

3. Grouping Service

4. RingMaster® Service

5. TouchStar® Service

6. Customized Code Restriction

7. Customer requested directory listing changes

8. Remove Call Forwarding

9. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable.

C. The Secondary Service Charge applies for:

1. **Transfers of Responsibility**

2. Changing from residence to business service and vice versa. The business charge applies when changing to business and the residence charge applies when changing to residence. If the telephone number changes the Line Change charge applies in lieu of the Secondary Service Charge.

3. Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply.

4. Installing a Network Interface jack, at the customer's

request, on existing service. Additionally, Premises Work Charges will apply. [Emphasis added] Tr. pp. 40-41.

See Exhibit 4.

The 1997 BellSouth/Supra Resale Agreement states in Section IV (B), that "Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the company in the appropriate section of the Company's Tariffs." BellSouth has billed these "other charges and credits" appropriately according to the provisions mentioned above. Tr. p. 41.

On Page 39 of Order No. PSC 98-1001-FOF-TP, Docket No. 980119 (Exhibit PCF-16), Supra claimed that BellSouth had inappropriately billed approximately $686,500 in charges, including secondary service charges and unauthorized change charges. However, the Commission ruled that Supra was not entitled to a refund. The Commission specifically stated that:

> We note that the resale agreement between Supra and BellSouth specifically states that Supra may resell the tariffed local exchange services contained in BellSouth's tariff subject to the terms and conditions agreed upon in the resale agreement.

See Exhibit 4.

BellSouth properly and appropriately billed Supra these charges and Supra is not due a refund.

Conclusion

There are a number of issues presented in this complaint. The issues are fairly simple. BellSouth has billed charges to Supra appropriately and properly. Supra is not entitled to a refund. BellSouth believes that its positions, detailed above, are reasonable and should be adopted by the Commission.

Respectfully submitted this 24th day of May, 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

NANCY B. WHITE (KA)
JAMES MEZA
c/o Nancy H. Sims
150 South Monroe Street
Suite 400
Tallahassee, FL 32301
(305) 347-5558

R. Douglas Lackey

R. DOUGLAS LACKEY (KA)
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, GA 30375
(404) 335-0747

345456