

ORIGINAL

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
THRIFTY CALL, INC.)
)
Petition for Declaratory Ruling Concerning)
BellSouth Telecommunications, Inc.)
Tariff F.C.C. No. 1)

CC Docket No. _____

To: Chief, Common Carrier Bureau

PETITION FOR DECLARATORY RULING

Danny E. Adams
W. Joseph Price
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036

Of Counsel:

Marcus W. Trathen
David Kushner
BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, L.L.P.
First Union Capitol Center
Suite 1600 (27601)
Post Office Box 1800
Raleigh, North Carolina 27602

Floyd R. Self
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Post Office Box 1876
Tallahassee, Florida 32302

Counsel for Thrifty Call, Inc.

August 7, 2001
DC01/PRICJ/156698.4

DISTRIBUTION CENTER
01 AUG 13 AM 9:07

DOCUMENT NUMBER-DATE

09799 AUG 13 2001

FPSC-COMMISSION CLERK

PP /
AF _____
MP _____
OM _____
TR _____
CR _____
EG _____
PC _____
AI _____
GO _____
EC _____
ER _____
TH _____

Table of Contents

Summary	i
Background	2
1. Is BellSouth bound by its Tariff F.C.C. No. 1 in resolving PIU disputes?	5
2. Do the jurisdictional report verification procedures and protections of BellSouth's Tariff F.C.C. No. 1 require an audit in the event BellSouth seeks to dispute the PIU reported by an IXC?	7
3. When discrepancies are found between PIU reports and the audited PIU, is BellSouth bound by its tariff in adjusting the PIU and backbilling?	13
4. What is the appropriate application of the Commission's EES methodology as provided for in BellSouth's Tariff F.C.C. No. 1 to calls originated by third party IXCs?.....	14
Conclusion	20
Index to Exhibits.....	23

Summary

By this Petition for Declaratory Ruling, TCI seeks clarification of the meaning and application of certain provisions of BellSouth's interstate access tariff.

TCI formerly operated as a reseller of long distance services. In this capacity, TCI purchased terminating access services from BellSouth and reported to BellSouth on a quarterly basis its anticipated percentage interstate usage ("PIU"). BellSouth now alleges that TCI misreported its PIU in North Carolina and Florida and seeks verification procedures and remedies which are directly contrary to BellSouth's federal access tariff and the FCC orders which prescribed the provisions in question. This dispute concerning the meaning and application of BellSouth's federal tariff raises important questions concerning the FCC's federal/state jurisdictional separations procedures, which the Commission should clarify in this proceeding.

TCI requests that the Commission issue an order making clear that BellSouth is bound the provisions of its federal access tariffs to resolve PIU disputes. The Commission should specifically affirm here, consistent with precedent, that carriers such as BellSouth are bound by their tariff in adjusting the PIU and backbilling when discrepancies are found between PIU reports and the audited PIU. The Commission should also make clear with a declaratory order that the BellSouth FCC tariff requires an audit as a precursor to legal process. Such a ruling here would also settle jurisdictional and reporting requirements before state commissions. In addition, TCI requests that the Commission clarify, by means of an appropriate declaratory ruling, that the term "customer" as utilized in the jurisdiction separations provision of BellSouth's Tariff F.C.C. No. 1 means the IXC customer that is purchasing the access services under the tariff and that is calculating a PIU and does not refer to

any other customer who may also purchase services from BellSouth under any provision of the tariff. It is the “point of entry” into *TCI’s* “network” that is the only point of an entry relevant to the application of the EES methodology and the development of the PIU. Any other interpretation would do violence to the meaning of the term as defined by BellSouth’s own tariff and to the entire basis for the Commission’s creation of the EES methodology in the first place. A declaratory order addressing these points would be consistent not only with filed tariffs, but also with the carefully-established allocation process adopted by the Commission.

A declaratory order on these issues falls squarely within the jurisdiction of the Commission and will preserve the integrity of federal access tariffs and policies, which BellSouth believes it can ignore with impunity. A declaratory ruling would also obviate the possibility of the issuance of conflicting state commission interpretations of a federally-created separations methodology and the federal tariff implementing that policy

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
THRIFTY CALL, INC.)	CC Docket No. _____
)	
Petition for Declaratory Ruling Concerning)	
BellSouth Telecommunications, Inc.)	
Tariff F.C.C. No. 1)	

To: Chief, Common Carrier Bureau

PETITION FOR DECLARATORY RULING

Thrifty Call, Inc. ("TCI"), by its attorneys and pursuant to Sections 1.1 and 1.2 of the Commission's Rules, 47 C.F.R. §§ 1.1, 1.2, hereby petitions the Federal Communications Commission ("FCC" or "Commission") to issue a declaratory ruling concerning the meaning of certain terms contained in the Tariff F.C.C. No. 1 of BellSouth Telecommunications, Inc. ("BellSouth"). This ruling is necessary because BellSouth is relying on procedures for the calculation of access charges which are wholly inconsistent with its Tariff F.C.C. No. 1. Moreover, BellSouth is seeking to impose its erroneous calculations for periods expressly barred by its interstate access tariff. When confronted with these facts, BellSouth has sought to avoid its federal tariff obligations, and the FCC policies and rulings which mandated those obligations, by initiating contrary actions before state public utility commissions. BellSouth has initiated such proceedings before the North Carolina Utilities Commission ("NCUC") and the Florida Public Service Commission. By issuing this ruling, the FCC can preserve the integrity of federal access tariffs and prevent BellSouth's attempt to undermine federal jurisdiction over the allocation process.

Background

TCI has operated in North Carolina, Florida, and other states as a reseller of long distance telecommunications services.¹ In this capacity, TCI carried long distance telephone calls to and from customers located in BellSouth's territory in North Carolina and Florida as well as in other states. To do this, TCI obtained access to BellSouth's local exchange network by purchasing terminating access services, principally Feature Group D ("FGD") services, under BellSouth's Tariff F.C.C. No. 1 and the appropriate state access tariffs.

TCI acted principally, although not entirely, as a wholesaler of these long distance services. In North Carolina, for example, TCI entered into arrangements with other long distance carriers by which calls destined for North Carolina that were initiated by the third party IXC's retail customers were passed to TCI at its switch in Atlanta, Georgia.² In fact, TCI received all of its wholesale traffic destined for North Carolina from all other carriers at its Atlanta switch and thereafter routed the traffic to North Carolina and passed it on to BellSouth (or some other ILEC or CLEC) using standard trunking facilities. TCI operated under a similar arrangement in Florida. That is, TCI terminated the vast majority of its traffic through its switch in Atlanta.

Pursuant to BellSouth's Tariff F.C.C. No. 1, TCI reported to BellSouth on a quarterly basis its percent interstate usage ("PIU") in each state. Pursuant to BellSouth's Tariff F.C.C. No. 1, TCI calculated its PIU based on this Commission's entry/exit surrogate ("EES") methodology, which is specified in BellSouth's Tariff F.C.C. No. 1 and which, by operation of that tariff, applies to

¹ TCI has ceased doing business as a long distance reseller and has sold all its assets. It no longer conducts business in BellSouth territory.

² TCI never had a switch in North Carolina.

BellSouth's FGD services. See BellSouth's Tariff F.C.C. No. 1, §§ 3.10(A)(1)(a) (specifying EES methodology), 2.3.10(A)(1)(c) (requiring PIU for FGD services) (attached hereto as Exhibit 1).

In January 2000, BellSouth wrote TCI stating that it disputed the PIU reported by TCI and that it would invoke the jurisdictional report verification procedures of the applicable federal and state access tariffs. Inexplicably, however, BellSouth insisted on an immediate payment of nearly \$2,000,000 in advance of the completion of the audit or any other of the dispute resolution procedures contained in its tariffs. See attached BellSouth letters at Exhibit 2.

TCI responded by indicating that it would cooperate with the requested audit, but that it believed BellSouth was obligated to follow the procedures prescribed by its federal and state tariffs.

TCI also indicated that it should not be required to pay any amount until the audit was completed and the correct payment (if any) calculated, as provided for in the BellSouth federal and state access tariffs. In response, BellSouth unilaterally withdrew its audit requests and filed two complaints against TCI, one before the NCUC and the other before the Florida Public Service Commission. In both of these complaints, BellSouth contends that TCI has misreported its PIUs.³

BellSouth's federal and state tariffs are nearly identical regarding PIU disputes. Each indicates that if BellSouth disputes a PIU report, it "may" seek an audit. After an audit is completed, the tariffs provide for revision of the PIU to the factor derived by the audit going forward for the quarter when the audit is completed plus two more quarters, and backward for one prior quarter (a total of 12 months). The tariffs limit backbilling to one prior quarter; the logic of this is obvious,

³ See In the matter of BellSouth Telecommunications, Inc., Complainant v. Thrifty Call, Inc., Respondent, Docket No. P-4447, Sub 5, *Complaint* (N.C. Utils. Comm'n filed May 11, 2000); In re Complaint by BellSouth Telecommunications, Inc. against Thrifty Call, Inc. regarding practices in the reporting of percent interstate usage for compensation for jurisdictional access services, Docket no. 000475-TP, *Complaint* (Fla. Pub. Serv. Comm'n filed Apr. 2, 2000).
DC01/PRICJ/156698.4

since any backbilling may come only *after* a revision of the PIU for the period in question. See BellSouth's Tariff F.C.C. No. 1, §§ 2.3.10(D)(1).

In North Carolina, after a hearing, the NCUC accepted BellSouth's request and interpretation of BellSouth's Tariff F.C.C. No. 1. In Florida, the matter remains pending in the pre-hearing stage. An order is not expected in this proceeding until March 2002 at the earliest.

As described herein, both cases raise significant legal issues concerning the appropriate interpretation of BellSouth's FCC tariff, which impact long-established federal policies concerning jurisdictional separations. In fact, BellSouth's position (and NCUC's order accepting it) is in direct contradiction of BellSouth's Tariff F.C.C. No. 1 – which requires audits as a first step to resolve disputes and which limits backward revision of the PIU and accompanying bills to one prior quarter. Importantly, these provisions are in BellSouth's tariffs pursuant to FCC Orders, Orders adopted on the recommendation of a federal-state Joint Board. Moreover, these matters are of substantial financial significance to TCI; in North Carolina, BellSouth is seeking approximately \$1.9 million in backbilled intrastate access charges, and in Florida, BellSouth is seeking approximately \$2.5 million. Nor is this situation an isolated one; it is TCI's understanding that BellSouth and other ILECs are making similar claims on numerous other IXCs.

By this Petition, TCI asks this Commission to give definitive meaning to the PIU provisions in BellSouth's Tariff F.C.C. No. 1. By issuing the declaratory ruling sought here, the FCC will remove the uncertainty created by BellSouth's arguments in the North Carolina and Florida proceedings concerning its federal access tariff and by the NCUC's adoption of BellSouth's erroneous interpretation of BellSouth's federal tariff. In addition, a declaratory ruling by this

Commission could help prevent the issuance of two conflicting state commission interpretations of a federally-created separations methodology and a federal tariff. Finally, it is necessary for this Commission to give its authoritative interpretation to the PIU methodology prescribed by BellSouth's federal tariff and utilized by TCI so that federal-state jurisdictional separations policy remains properly balanced and so that the ability and duty of the Commission to interpret federal tariffs consistent with FCC orders and precedent is not inappropriately subordinated to conflicting state interests.

Therefore, TCI presents the four questions set forth below for resolution by the Commission.

1. Is BellSouth bound by its Tariff F.C.C. No. 1 in resolving PIU disputes?

BellSouth seeks both procedures and remedies in resolving PIU disputes that are indisputably contrary to its FCC (and state) access tariffs. First, BellSouth's tariff requires an audit before BellSouth may proceed against an IXC, as explained more fully below. Second, BellSouth seeks retroactive revision of the PIU far beyond the "one prior quarter" indicated in its Tariff F.C.C. No. 1. By this Petition, TCI asks the Commission to determine whether BellSouth is bound by these provisions in its federal access tariffs.

The "filed tariff doctrine" clearly requires BellSouth to abide by the terms of its own federal tariffs. It is decades old law, recently restated by the U.S. Supreme Court, that carriers must follow their own tariffs. *AT&T Co. v. Central Office Tel., Inc.*, 524 U.S. 214, 226 (1998) (reversing the Ninth Circuit's refusal to apply the filed-tariff doctrine). Both the carrier issuing the tariff and the customer purchasing under the tariff are equally bound by this doctrine.

The tariff provisions which BellSouth seeks to ignore here are especially worthy of protection because they were inserted at the direction of the FCC and a federal-state Joint Board. In creating the PIU reporting process, the Joint Board recommended that audits be adopted as the proper verification methodology. See *Determination of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Service, Recommended Decision and Order*, 4 FCC Rcd 1966 (1989) (“*Joint Board Recommended Decision and Order*”). This audit process was meant to protect both the ILEC and its IXC customer in the event of a dispute. Moreover, the frequency of audits was limited to prevent the ILECs from overburdening the IXCs with frequent demands. Thus, the Joint Board sought to balance the rights of ILECs and IXCs in recommending procedures to be utilized for PIU verification. *Id.* ¶ 76. The FCC adopted this Joint Board recommendation and instructed the ILECs to include PIU audits as a part of the dispute resolution mechanism in their access tariffs. *Determination of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Service, Memorandum Opinion and Order*, 4 FCC Rcd 8448 (1989).

It should be noted that the Joint Board was convened to review the PIU process because it is an inherent part of the federal-state separations process. The Communications Act gives the FCC exclusive jurisdiction over separations decisions pursuant to Section 152, 47 U.S.C. § 152, but the Commission prefers that such jurisdiction be exercised after receiving the recommendation of a Joint Board made up of federal and state regulators pursuant to Section 410, 47 U.S.C. § 410. This exclusive jurisdiction was granted because matters of allocation inherently must be uniform throughout the nation to ensure fairness and consistency. As the Commission said in connection with its PIU deliberations, “in the absence of a uniform measurement method for jurisdictional separations, a LEC could conceivably recover in both the interstate and intrastate jurisdiction for the

same investment and expenses, or fail to recover the costs involved in either jurisdiction.” Determination of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Service, *Memorandum Opinion and Order*, 4 FCC Rcd 8448, ¶13 (1989).

This carefully constructed regulatory framework, crafted by a Joint Board and adopted by the FCC, was required to be inserted into all ILEC access tariffs. BellSouth did so, but now seeks to ignore these provisions and utilize different procedures and different remedies. This Commission must clarify that FCC prescribed provisions in interstate access tariffs cannot be ignored at the whim of BellSouth.

2. Do the jurisdictional report verification procedures and protections of BellSouth’s Tariff F.C.C. No. 1 require an audit in the event BellSouth seeks to dispute the PIU reported by an IXC?

BellSouth’s federal access tariff contains a number of provisions that spell out the procedures and protections for itself and its IXC customer in the event of a dispute concerning the PIU reported by an IXC. These reflect the balancing of interests between IXCs and ILECs as recommended by the Joint Board. Among other things, BellSouth is allowed to initiate an audit (it cannot simply demand payment and threaten service interruptions); the IXC is required to provide call detail information in response to the audit request (it cannot refuse to cooperate); BellSouth is required to audit data from one quarter unless a longer period is requested and agreed to; audits may be conducted no more frequently than once per year except in “extreme circumstances”; the IXC has the right to select and pay for an independent auditor; audit results are to be furnished to the IXC via certified mail; following completion of the audit, BellSouth and the IXC may contest the audit results through arbitration, legal action, or proceedings at the appropriate regulatory commission; and, the

audit results are applied to the usage for the quarter the audit is completed, the quarter prior to completion of the audit, and the two quarters following the audit. *See* BellSouth's Tariff F.C.C. No. 1, §§ 2.3.10(B) to 2.3.10(D) (Exhibit 1).

BellSouth's Tariff F.C.C. No. 1 provides, in relevant part, that these procedures and protections are invoked by the initiation of an audit by BellSouth or a regulatory commission:

When a customer provides a projected interstate usage percent as set forth in (A) preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company *may*, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit.

BellSouth's Tariff F.C.C. No. 1, § 2.3.10(B)(1) (emphasis added).⁴

BellSouth argued in the North Carolina proceeding that the jurisdictional report verification procedures of its tariff are permissive only and, therefore, are not mandatory on BellSouth. Most importantly, BellSouth argued that it was not required to initiate an audit in order to dispute the PIU reported by TCI and that it was not limited by the tariff in the period in which it was allowed to backbill for an adjusted PIU. BellSouth has made, or is expected to make, this same argument in

⁴ The corresponding language in BellSouth's intrastate tariffs is functionally identical. *See* BellSouth's North Carolina Access Services Tariff, § E2.3.14(B)(1); BellSouth's Florida Access Services Tariff, § E2.3.14(B)(1). In any event, it is clear that state tariff auditing and reporting requirements cannot materially diverge from those in the federal tariff. *In re* MCI Telecommunications Corp. Determination of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Service, *Memorandum Opinion and Order*, 57 Rad. Reg. 2d (P & F) 1573, ¶ 32 ("1985 EES Order"), *recon. denied, Memorandum Opinion and Order on Reconsideration*, 59 Rad. Reg. 2d (P & F) 631 (1985) ("1985 EES Reconsideration Order"). The incorporation of [reasonable auditing and reporting] provisions would presumably obviate any need for the LECs to establish similar requirements in their state access tariffs, as the information that they would obtain in auditing interstate entry/exit surrogate usage would enable them to verify intrastate usage as well."); *1985 EES Reconsideration Order* at ¶ 5 ("We [have] surmised that divergent auditing and reporting requirements would not be maintained in state tariffs.").

the Florida proceeding. If permitted to stand, this abandonment of BellSouth's access tariff provision would unhinge the careful balancing of IXC and ILEC interests adopted by the Joint Board and would make mere surplusage of the vast majority of sections 2.3.10(B) (Jurisdictional Report Verification), 2.3.10(C) (Maintenance of Customer Records for BellSouth SWA), 2.3.10(D) (Audit Results for BellSouth SWA), and 2.3.10(E) (Contested Audits).

Instead, grammar, logic, the structure of BellSouth's federal tariff and settled FCC-separations policy all demonstrate that, if BellSouth wishes to contest a customer's reported PIU in a formal proceeding, the jurisdictional report verification procedures and protections are a mandatory prerequisite. In other words, despite the use of the word "may" in section 2.3.10(B)(1) regarding the initiation of an audit, it is clear that the appropriate interpretation of this provision is that the audit provision and the other protections of the jurisdictional report verification requirements are mandatory rather than discretionary before legal proceedings can be initiated.

Grammatically, section 2.3.10(B)(1) requires the use of the word "may" instead of "must." Section 2.3.10(B)(1) begins with three different circumstances that can trigger BellSouth's ability to initiate an audit. A customer's initial projected PIU, as set forth in section 2.3.10(A)(1)(c) ("When the customer initially orders service(s) . . . the customer will state in its order the Percent Interstate Usage separately for each . . ."), can be one such trigger. It would make no sense, however, if BellSouth were *required* to initiate an audit *every* time a customer ordered a service and provided a projected PIU, but that is what would be required if the sentence used the word "must": "When a customer provides a projected interstate usage percent as set forth in (A) preceding . . . the Telephone Company *must*, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage." Therefore, given the sentence structure,

“may” is grammatically proper in this context where “must” could not be. As observed in Black’s

Law Dictionary:

Regardless of the instrument, however, whether constitution, statute, deed, contract or whatever, courts not infrequently construe “may” as “shall” or “must” to the end that justice may not be the slave of grammar.

BLACK’S LAW DICTIONARY 979 (6th ed. 1990).

Logically, in the case of a billing dispute, the word “may” gives BellSouth certain options, but it does not provide unfettered discretion to ignore all the audit protections of the tariff as it sees fit. Rather, in the case of such a dispute, BellSouth may do nothing and maintain the status quo with its customer; or it may attempt to negotiate informally with the customer to resolve the matter; or it may make a written request and initiate an audit. But the overall structure of the tariff makes it clear that one thing BellSouth *may not* do is obtain a remedy by formal complaint without first having an audit conducted. This would waste valuable administrative resources and violate the IXC’s right to an audit before it is subjected to legal proceedings.

In the first place, BellSouth’s tariff consistently uses the word “may” where it is really signaling “must” or “shall.” Thus, in section 2.3.10(B)(3), the tariff states:

Audits *may* be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer.

BellSouth’s Tariff F.C.C. No. 1, § 2.3.10(B)(3) (emphasis added). Since the options describe the universe of auditors, i.e., BellSouth’s choice, the customer’s choice, or a joint choice, it is obvious that an audit is obliged to be conducted by one of the three choices, i.e., it “must” be conducted by one of them. Similarly, section 2.3.10(B)(2) states:

For BellSouth SWA service, verification audits *may* be conducted no more frequently than once per year except in extreme circumstances.

Id. § 2.3.10(B)(2) (emphasis added). This “may” permits BellSouth to initiate an audit less frequently than once per year (or never at all), but it does not permit BellSouth simply to initiate audits at its whim. In other words, “verification audits *shall* be conducted no more frequently than once per year . . .” In fact, the Commission *requires* this meaning. *See* BellSouth Telephone Cos. Revisions to Tariff F.C.C. No. 4, *Order*, 5 FCC Rcd 716, ¶ 11 (1990) (rejecting as patently unlawful a BellSouth tariff revision that did not limit audits to no more than one per year).

In none of these subsections ((B)(1), (B)(2), or (B)(3)) is the use of the word “may” problematic. It is accepted English usage that “may” can mean “must.” *See* AMERICAN HERITAGE DICTIONARY OF THE ENGLISH LANGUAGE 1112 (3d ed. 1996) (“may . . . 5. To be obliged; must. Used in statutes, deeds, and other legal documents.”). Context reinforces this proper meaning.

Second, and more importantly, the context of the audit provisions of BellSouth’s tariff compels the conclusion that BellSouth must initiate an audit if it wishes to formally dispute a customer’s reported PIU. Thus, the requirement that a customer retain call detail records for a minimum of six months is tied to the audit procedures. *See* BellSouth’s Tariff F.C.C. No. 1, § 2.3.10(B)(1) (“The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in (C) following . . .”); *id.* § 2.3.10(C) (requiring retention of call detail records to substantiate reported PIU). Without such records, tied to the audit requirements, there would be no basis upon which BellSouth could dispute the customer’s reported PIU. Section 2.3.10(E) expressly provides a mechanism by which either BellSouth or the customer can “contest the audit results.” Section 2.3.10(D)(1) provides:

The Telephone Company *will adjust the customer’s PIU based upon*

the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit.

Id. § 2.3.10(D)(1) (emphasis added). The tariff, therefore, provides that the audit results are the only means by, or basis upon, which BellSouth can recover for incorrectly reported PIUs. In other words, BellSouth's only remedy for an incorrect PIU is to backbill for one quarter, which it can only do based on the results of an audit. Therefore, where there is a billing dispute and BellSouth cannot resolve the matter informally with its customer, it must initiate an audit if it wishes to obtain any remedy.

Not only is TCI's interpretation of "may" compelled by grammar, logic, and structure, but it is fully consistent with Commission usage itself. For example, Section 69.3 of the FCC's rules, governing the filing of access service tariffs, provides:

A telephone company or group of telephone companies *may* file a tariff that is not an association tariff, except that a group rate for non-affiliated telephone companies may not be filed under § 61.50 of this chapter; e.g., the Association. . . .

47 C.F.R. § 69.3(e) (emphasis added). When Southwestern Bell ("SWBT") sought to add to its interstate access tariff a new "Request for Proposal" section that would permit it to respond to customer requests for proposal submitted in competitive bid situations, SWBT argued that Section 69.3(e)(7)⁵ does not impose a mandatory obligation on all LEC tariffs to contain averaged rates because Section 69.3(e) states that a carrier "*may* file a tariff that is not an association tariff." "SWBT argued that, because the section does not state that a LEC must file a tariff, it is a

⁵ See 47 C.F.R. § 69.3(e)(7) (stating that "[s]uch a tariff shall not contain charges for any access elements that are disaggregated or deaveraged within a study area that is used for purposes of jurisdictional separations").

permissive rather than a mandatory rule, and as such, a waiver is not required.” Southwestern Bell Telephone Co. Tariff F.C.C. No. 73, *Order Concluding Investigation and Denying Application for Review*, 12 FCC Rcd 19311, ¶ 17 (1997), *recon. denied, Memorandum Opinion and Order on Reconsideration*, FCC 98-38 (rel. Mar. 13, 1998). The Commission expressly rejected SWBT’s argument. *See id.* ¶ 18. Thus, just like in BellSouth’s Tariff F.C.C. No. 1, Section 69.3(e) provides a LEC with options, but any particular option may have mandatory requirements associated with it and, once selected, these mandates must be followed.

This controversy concerning the appropriate interpretation of the audit and jurisdictional report verification provisions of BellSouth’s Tariff F.C.C. No. 1 manifests itself in both the North Carolina and Florida proceedings. In both cases, BellSouth initially requested an audit, TCI agreed to submit to such an audit under the terms of the tariff, and then BellSouth unilaterally withdrew its audit request and instead filed its complaints. BellSouth has steadfastly taken the position that the term “may” in its tariff allows it complete discretion as to its choice of remedies in the case of a PIU dispute, including remedies not contained in its tariff at all. The NCUC has agreed, concluding that BellSouth is not required to initiate an audit in order to formally contest the PIU reported by an IXC and that BellSouth is not limited by its tariff in the period in which it may backbill for a misreported PIU. The Florida Commission has yet to rule definitively on these questions.

The Commission, therefore, should make clear here that the FCC tariff requires an audit as a precursor to legal process. Such a ruling would be consistent not only with filed tariffs, but also with the carefully established allocation process adopted by the Commission. Such a ruling here would also settle jurisdictional and reporting requirements before state commissions.

3. When discrepancies are found between PIU reports and the audited PIU, is BellSouth bound by its tariff in adjusting the PIU and backbilling?

Following completion of the verification procedures (i.e., the audit), BellSouth's tariff provides for PIU adjustments to account for the newly verified PIU results. Specifically, beyond its refusal to abide by the audit provisions of its own tariff, BellSouth also seeks PIU revision and backbilling for a period of four years. The federal tariff, as quoted, permits revisions of the PIU upon which backbilling is based, *only* for one quarter prior to the completion of an audit (an event which has still never occurred here). See BellSouth's Tariff F.C.C. No. 1, § 2.3.10(D)(1) ("The PIU resulting from the audit shall be applied to the usage for *the quarter* the audit is completed . . ."). The Commission should make clear here that carriers such as BellSouth are bound by their tariff in adjusting the PIU and backbilling when discrepancies are found between PIU reports and the audited PIU.

4. What is the appropriate application of the Commission's EES methodology as provided for in BellSouth's Tariff F.C.C. No. 1 to calls originated by third party IXCs?

BellSouth's Tariff F.C.C. No. 1 provides, in pertinent part:

Pursuant to Federal Communications Commission Order FCC 85-145, adopted April 16, 1985, interstate usage is to be developed as though every call that *enters a customer network* at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the *point of entry* is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

BellSouth's Tariff F.C.C. No. 1, § 2.3.10(A)(1)(a) (italics added). The reference to FCC "Order FCC 85-145" is to the Commission's orders in *In re* MCI Telecommunications Corp. Determination

of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Service, *Memorandum Opinion and Order*, 57 Rad. Reg. 2d (P & F) 1573 (“1985 EES Order”), *recon. denied*, *Memorandum Opinion and Order on Reconsideration*, 59 Rad. Reg. 2d (P & F) 631 (1985) (“1985 EES Reconsideration Order”). In this Order, the Commission first adopted the entry/exit surrogate (“EES”) method as the appropriate method of jurisdictional separations for certain access traffic. BellSouth’s federal tariff specifically requires the use of this method of jurisdictional separations for certain FGD services, the access services purchased by TCI. *See* BellSouth’s Tariff F.C.C. No. 1, § 2.3.10(A)(1)(c) (specifying the determination of PIU for “BellSouth SWA FGD”); *cf. id.* § 2.3.10(A)(2) (applying the “developed PIU for BellSouth SWA FGD terminating” to particular services).

As stated above, TCI acted principally as a reseller of wholesale long distance service in both North Carolina and Florida. TCI routed nearly all of its wholesale traffic bound for BellSouth customers in these states through its switch in Atlanta, Georgia. For example, when a retail customer, located in North Carolina, of a third party IXC utilizing TCI’s wholesale termination services sought to place a long distance call to a BellSouth customer also located in North Carolina, the third party IXC would route the call to TCI’s switch in Atlanta. From its Atlanta switch, TCI would route the call to North Carolina over standard trunking facilities leased from BellSouth.

TCI classified these types of calls as interstate because the calls entered TCI’s network at its switch in Georgia, which was a different state than the state in which the called party was situated (North Carolina). BellSouth, however, has taken the position (in both North Carolina and Florida) that these types of calls should have been classified intrastate because the retail originating customer of the third party carrier was in North Carolina (or Florida, as the case may be).

BellSouth's position cannot be sustainable: It makes no sense to conclude that "enters a customer network" and "point of entry" can mean anything other than the place at which the call entered "*TCI's network*." Indeed, the FCC has never formulated its EES methodology in terms of, or equated "point of entry" with, the origination point of the calling party. To the contrary, the Commission has consistently phrased the EES methodology in the very terms used in BellSouth's federal tariff terms that support TCI's interpretation. In the *1985 EES Order*, the Commission initially phrased the EES methodology thus:

We are, therefore, of the view that interstate usage generally ought to be estimated as though every call that *enters an OCC* [other common carrier] *network* at a point within the same state as that in which the station designated by dialing is situated were an intrastate communication and every call for which the *point of entry* is in a state other than that where the called station is situated were an interstate communication.

1985 EES Order at ¶ 25 (emphasis added). Elsewhere in that order, the Commission noted the equivalence of EES with the longer locution "point-of-entry/called number surrogate." *See id.* ¶ 9; *see also 1985 EES Reconsideration Order* at ¶ 4. Nowhere did the Commission depart from this view because the whole point of developing EES was the need for a *surrogate* where the LEC was not able to readily identify the jurisdictional nature of the minutes at issue for access billing purposes.⁶ In addition, the Commission's *1985 EES Order* makes it clear that the Commission was aware that its EES methodology would apply even to "interconnection of interstate links via resellers' switches." *1985 EES Order* ¶ 11; *see also id.* ¶ 20 n.17.

⁶ Here, BellSouth conceded that it did not have the software in place during the time that TCI was terminating calls to BellSouth to identify the jurisdictional nature of the calls. Subsequently, BellSouth has installed the necessary software; therefore, disputes of this nature are not likely to recur.

In its *1985 EES Reconsideration Order*, the Commission maintained the phrasing initially used. See *1985 EES Reconsideration Order* ¶ 2 (“enters OCC networks”). Moreover, by temporarily permitting the use of other allocation methodologies that are more closely based on actual traffic records or measurements, the Commission made it clear that EES was itself not based on the “origin of the traffic.” *Id.* ¶ 12.

Subsequent statements of the Commission confirm this interpretation and its facially apparent meaning. See, e.g., *Determination of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Service, Supplemental Notice of Proposed Rule Making*, 1 FCC Rcd 1042, ¶ 5 n.6 (1986) (“Under the EES method of jurisdictional determination, calls which *enter an OCC network* in the same state in which the called station is located are deemed to be intrastate, and calls which terminate in a different state than their *OCC point of entry* are considered interstate.” (emphases added)); *Joint Board Recommended Decision and Order* at ¶ 2 n.4 (“Under the EES method of jurisdictional determination, calls which *enter an IXC network* in the same state in which the called station is located are deemed to be intrastate, and calls which terminate in a different state than their *IXC point of entry* are considered interstate.” (emphases added)), *adopted by Memorandum Opinion and Order*, 67 Rad. Reg. 2d (P & F) 115 (“*1989 EES Order*”); *Amendments of Part 69 of the Commission’s Rules Relating to the Creation of Access Charge Subelements for Open Network Architecture, Notice of Proposed Rule Making*, 4 FCC Rcd 3938, ¶ 27 n.65 (1989) (same). Indeed, a later Commission description of EES makes it plain that a call’s point of entry into a carrier’s network is the linchpin of the methodology:

Under the EES, access customers designate the jurisdictional status of a call based on the relationship between the point where a call first enters their network (e.g., their POP [point of presence]) and the terminating number.

Amendments of Part 69 of the Commission's Rules Relating to the Creation of Access Charge Subelements for Open Network Architecture, *Report and Order & Order on Further Reconsideration & Supplemental Notice of Proposed Rule Making*, 69 Rad. Reg. 2d (P & F) 641, ¶ 66 (1991).

BellSouth now has sought to avoid the effect of these rulings by arguing that the term "customer" in its federal access tariff does not mean customer.

BellSouth's Tariff F.C.C. No. 1 defines "customer(s)" as follows:

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

BellSouth's Tariff F.C.C. No. 1, § 2.6 (attached hereto as Exhibit 1).

BellSouth has sought to force an unnatural and strained meaning on this definition of "customer." Because TCI acted principally as a wholesaler of long distance services, its customers were IXCs themselves. Many, although not necessarily all, of these IXCs had retail customers who would initiate long distance calls, and many, although not necessarily all, of these IXCs were customers of BellSouth in their own right. But for the purposes of *TCT's* application of the EES methodology and the calculation of *TCT's* PIU, the fact that TCI's customers may also have been, in their own right, BellSouth customers is irrelevant: TCI which was the corporation that purchased – "subscribe[d] to" – the FGD services "offered" under BellSouth's Tariff F.C.C. No. 1 resulting in the need to develop the PIU factor. Therefore, it is the "point of entry" into *TCT's* "network" that is the only point of entry relevant to the application of the EES methodology and the development of the PIU. Any other interpretation would do gross violence to the meaning of BellSouth's

definitional section and to the entire basis for the Commission's creation of the EES methodology in the first place. Moreover, such an unnatural and strained interpretation would effectively permit LECs to substitute a different allocational methodology for EES and thereby skirt the Commission's requirement that a carrier first obtain Commission approval before doing so.

The Commission has directed that all LECs, including BellSouth, use the EES methodology in their federal interstate access tariffs.⁷ See *1989 EES Order* at ¶ 14 (“[W]e direct the LECs to use the EES measurement method in their interstate access tariffs.”). At least by the language used, BellSouth has apparently complied with this directive in its Tariff F.C.C. No. 1. BellSouth now argues, however, that the language of its tariff does not mean what it appears to state on its face, thus creating a controversy that should be resolved by this Commission, which is the agency that provided for the EES methodology in the first place and which has primary jurisdiction to interpret and enforce federal tariffs.

Therefore, TCI requests that the Commission clarify, by means of an appropriate declaratory ruling, that the term “customer” as utilized in Section 2.3.10(A)(1)(a) of BellSouth's Tariff F.C.C. No. 1 means the customer that is purchasing the access services under the tariff and that is calculating a PIU and does not refer to any other customer who may also purchase services from BellSouth under any provision of the tariff. Similarly, TCI asks that the Commission clarify that the term “enters a customer network” in the same section of BellSouth's interstate tariff means the

⁷ Carriers are permitted to substitute a jurisdictional separations methodology different than EES pursuant to certain procedures and conditions. The most important requirement relevant here is that the carrier obtain approval of the substitute method from the Commission. See *1989 EES Order* at ¶ 13 (adopting guidelines and process recommended by the Joint Board in the *Joint Board Recommended Order* at ¶ 61, including requirement of Commission approval). BellSouth has not sought and obtained such approval; therefore, it is required to use the EES methodology in its federal access tariff.

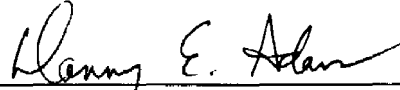
network of the customer purchasing the access service and reporting the PIU.

Conclusion

By issuing the requested declaratory ruling, the Commission (i) will remove any uncertainty surrounding the Commission's EES methodology generally and its appropriate application in BellSouth's Tariff F.C.C. No. 1 specifically; (ii) will obviate the possibility of the issuance of conflicting state commission interpretations of a federally-created separations methodology and a federal tariff; and (iii) will ensure that its authoritative interpretation of the EES methodology maintains the proper balance in federal-state jurisdictional separations policy without inappropriate, unwarranted, or ill-considered subordination to countervailing state interests.

Therefore, for the foregoing reasons, TCI respectfully requests that the Commission give definitive meaning to the provisions of BellSouth's Tariff F.C.C. No. 1 as discussed herein.

Respectfully submitted,



Danny E. Adams
W. Joseph Price
KELLEY DRYE & WARREN, LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
Telephone: (202) 955-9600
Facsimile: (202) 955-9792

Of Counsel:

Marcus W. Trathen
David Kushner
BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, L.L.P.
First Union Capitol Center, Suite 1600
150 Fayetteville Street Mall (27601)
Post Office Box 1800
Raleigh, North Carolina 27602

Floyd R. Self
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Post Office Box 1876
Tallahassee, Florida 32302

Counsel for Thrifty Call, Inc.

August 7, 2001

DC01/PRICJ/156698.4

Index to Exhibits

<u>Description</u>	<u>Tab</u>
BellSouth's Tariff F.C.C. No. 1, §§ 2.6 & 2.3.10.....	1
Letter from J. Henry Walker to Danny E. Adams, dated Jan. 31, 2000; Letter from Danny E. Adams to J. Henry Walker, dated Feb. 10, 2000; Letter from Danny E. Adams to J. Henry Walker, dated March 22, 2000; and Letter from J. Henry Walker to Danny E. Adams, dated April 7, 2000).....	2
BellSouth's North Carolina Access Services Tariff, § E2.3.14.....	3
BellSouth's Florida Access Services Tariff, § E2.3.14.....	4

CERTIFICATE OF SERVICE

The undersigned, of the law firm Kelley Drye & Warren LLP, hereby certifies that s/he has served a copy of the foregoing **Petition for Declaratory Ruling** by placing a copy in the United States mail, first-class postage prepaid, addressed as follows:

North Carolina Utilities Commission
c/o Geneva Thigpen, Chief Clerk
Dobbs Building, 5th Floor
4325 Mail Service Center
Raleigh, North Carolina 27262-4325

T. Michael Twomey
Lisa Spooner Foshee
BellSouth Telecommunications, Inc.
675 West Peachtree Street, Suite 4300
Atlanta, Georgia 30375

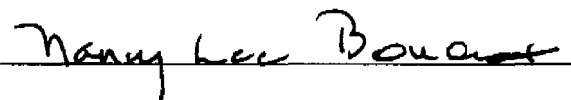
Florida Public Service Commission
c/o Blanca S. Bayo
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

James Meza III
BellSouth Telecommunications, Inc.
150 West Flagler Street, Suite 1910
Miami, Florida 33130

Edward L. Rankin III
Andrew D. Shore
BellSouth Telecommunications, Inc.
1521 BellSouth Plaza
300 South Brevard Street
Charlotte, North Carolina 28202

Nancy B. White
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
Post Office Box 1556
Tallahassee, Florida 32301-1556

This the 7th day of August, 2001.



Nancy Lee Bouquet

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 2-55
CANCELS 2ND REVISED PAGE 2-55
EFFECTIVE: DECEMBER 16, 1996



ACCESS SERVICE

2 - General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Conduit Space

The term "Conduit Space" denotes any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (entry point) and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations; required to bring the collocater-provided fiber optic feeder cable into the Telephone Company central office.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

Certain material previously appearing on this page now appears on 6th Revised Page 2-52.

EFFECTIVE: MAY 18, 2000

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

2.3.10 Jurisdictional Report Requirements¹

(A) Jurisdictional Reports

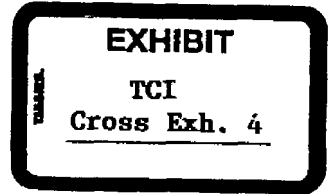
(1) Percent Interstate Usage (PIU)

- (a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.
- (b) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Telephone Company will bill according to these actual minutes of use and will not use customer reported Percent Interstate Usage (PIU) factors.

The Telephone Company developed percent interstate usage for access minutes of use will be determined at a statewide level. The interstate percentage will be developed on a monthly basis by end office, when the access minutes are measured by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating or terminating access minutes.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Certain material previously appearing on this page now appears on Original Page 2-12.0.2.
Certain material appearing on this page previously appeared on 10th Revised Page 2-12.15.



33333333

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

The Telephone Company will bill according to actual measured minutes of use for all services listed in (1)(c) and (2) following, with the exception of those listed below:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth Billing Name and Address
- BellSouth Inward Operator Service
- BellSouth Line Information Data Base Service (LIDB)
- BellSouth Virtual Expanded Interconnection Cross-Connect
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunk
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA
- Public Packet Switching Network (PPSN)

(N)

Where the Telephone Company receives insufficient call detail to determine the jurisdiction, the Telephone Company will apply the customer's projected PIU factor to apportion the usage between interstate and intrastate. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, only then will a PIU of 50 percent be applied.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

ACCESS SERVICE

(N)

2 - General Regulations (Cont'd)

(N)

2.3 Obligations of the Customer (Cont'd)

(N)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(N)

(A) Jurisdictional Reports (Cont'd)

(N)

(1) Percent Interstate Usage (PIU) (Cont'd)

(N)

(b) (Cont'd)

(N)

The customer will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the customer computes the PIU it will subtract the developed PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. A PIU of less than 100 percent is not allowed where the interstate service is not also available in the appropriate intrastate access tariff. The projected PIU will be rounded to a whole number.

(C)
(C)
(M)
(M)
(M)
(M)
(C)
(N)
(N)

The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.

(M)
(M)
(M)
(M)

For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer will provide a statewide PIU per service type for the state where the end office is physically located.

(M)
(M)
(C)
(M)
(M)

(c) When the customer initially orders service(s), as defined in the following, the customer will state in its order the Percent Interstate Usage separately for each, as set forth in (1)(a) and (1)(b) preceding.

(M)(C)
(M)(C)
(M)(C)
(M)(C)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Certain material appearing on this page previously appeared on 8th Revised Page 2-14.

Certain material appearing on this page previously appeared on 11th Revised Page 2-16.

Certain material appearing on this page previously appeared on Original Page 2-15.1.

Certain material appearing on this page previously appeared on 8th Revised Page 2-12.

ACCESS SERVICE
2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SWA 500
- 700 Service Access
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900
- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA²
- BellSouth Virtual Expanded Interconnection Cross-Connect
- BellSouth Billing Name and Address
- BellSouth Inward Operator Services
- BellSouth Line Information Data Base Service (LIDB)
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunks
- Public Packet Switching Network (PPSN)

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service, and BellSouth SWA 900, will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection, Access Tandem Switching, Common Trunk Port service and minute of use based multiplexer rate elements, where applicable.

(N)
(C)
(C)
(C)
(C)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated BellSouth SWA LSBSA.

ACCESS SERVICE
-2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This factor will be applied to the following categories:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment

The PIU category, BellSouth SWA Local Channel, includes Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service charges and other flat rated charges not specifically covered by other PIU categories.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, Switched Dedicated Interoffice Channel, Channelization Equipment and Switched Expanded Interconnection Cross-Connect) will reflect the combination of all traffic types which traverse such facility category.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

ACCESS SERVICE
2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

(T)

When Special Access (a.k.a. BellSouth SPA) service is provided on a BellSouth SWA Access Facility, e.g. Special Access (a.k.a. BellSouth SPA) DS1 on a BellSouth SWA DS3, the facility will be apportioned between BellSouth SWA and Special Access (a.k.a. BellSouth SPA). The jurisdiction of the Special Access (a.k.a. BellSouth SPA) service will reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised, and the regulations in 2.3.12, following, will apply.

(C)

The customer will compute the PIU using the following formula (rounded to a whole percentage).

(C)

$$\begin{array}{rcl} \text{Total Interstate} & + & \text{Total Interstate} \\ \text{Originating Minutes} & & \text{Terminating Minutes} \\ \hline \text{Total} & + & \text{Total} \\ \text{Originating Minutes} & & \text{Terminating Minutes} \end{array}$$

When a customer orders a Public Packet Switching Network (PPSN) Interface Arrangement from Section 7 following, the customer shall state in its order the projected percentage of interstate packet usage that will be completed through the PPSN.

The projected interstate percentages for package usage traversing the Special Access (a.k.a. BellSouth SPA PPSN Interfaces will be used to apportion packet usage billed per 7.2.3(D)(11)(d) and 7.2.8(D)(3)(d) between interstate and intrastate jurisdictions until a revised report is received as set forth in (3) following.

(M)
(M)
(M)
(M)
(C)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement, as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Certain material appearing on this page previously appeared on 8th Revised Page 2-14.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: SEPTEMBER 1, 1993

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-13.1
CANCELS ORIGINAL PAGE 2-13.1

EFFECTIVE: DECEMBER 1, 1993

ACCESS SERVICE
2 - General Regulations (Cont'd)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

(D)(x)

Certain material previously appearing on this page now appears on Original
Page 2-12.2.

(x) Filed in compliance with F.C.C. Report and Order Released October 16, 1992
and F.C.C. First Memorandum Opinion and Order Released July 21, 1993, CC
Docket 91-213.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MAY 3, 2000

TARIFF F.C.C. NO. 1
11TH REVISED PAGE 2-14
CANCELS 10TH REVISED PAGE 2-14
EFFECTIVE: MAY 18, 2000

ACCESS SERVICE

2 - General Regulations (Cont'd)

(D)
(D)
(D)
(D)
3333333333
000
00000
00000
00000
00000
00000
00000

Certain material previously appearing on this page now appears on Original Page 2-12.0.2.

Certain material previously appearing on this page now appears on 8th Revised Page 2-13.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MAY 3, 2000

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 2-15.1
CANCELS 2ND REVISED PAGE 2-15.1

EFFECTIVE: MAY 18, 2000

ACCESS SERVICE

2 - General Regulations (Cont'd)

0
0
0
0
3333333333
0000000000
0000

Certain material previously appearing on this page now appears on Original Page 2-12.0.2.

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(2) For BellSouth Directory Assistance Access Service and BellSouth Direct Access to Directory Assistance Service, the Telephone Company developed PIU for BellSouth SWA FGD terminating will apply. For BellSouth Electronic White Pages Access service, the customer's projected interstate percent usage (PIU) will be applied.

(3) Effective October 1, 2000, the customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This PIU factor will apply to the following categories: BellSouth SWA Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment. (C)
(N)
(N)
(N)
(N)

Effective July 1, 2000, the customer's projected Percent Interstate Usage (PIU) will be provided at a statewide level on a local exchange company basis.

Effective on the first of January, April, July and October of each year the customer will update the interstate and intrastate jurisdictional report, except where Telephone Company Measured Access minutes are used as set forth in (1) preceding. The customer will forward to the Telephone Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

EFFECTIVE: MAY 18, 2000

ACCESS SERVICE

-2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(3) (Cont'd)

(T)

The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Telephone Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.

(M)

(B) Jurisdictional Report Verification

- (1) When a customer provides a projected interstate usage percent as set forth in (A) preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in (C) following and upon request of the Telephone Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Certain material previously appearing on this page now appears on 12th Revised Page 2-16.



ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(B) Jurisdictional Report Verification (Cont'd)

(1) (Cont'd)

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this Tariff and subject to 2.1.8 preceding.

(2) For BellSouth SWA service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit. (T)

(3) Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (T)
(T)
(T)
(T)



ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(B) Jurisdictional Report Verification (Cont'd)

- (4) If a billing dispute arises or a regulatory commission questions the projected interstate percentage for Special Access (a.k.a. BellSouth SPA) service, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. (T)

(C) Maintenance of Customer Records for BellSouth SWA (T)

- (1) The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (A) preceding for BellSouth SWA service. Such records shall consist of (a) and (b), if applicable, following. (T)
- (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;
- (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (T)



ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(D) Audit Results for BellSouth SWA

(T)

(1) Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to (A) preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in (B) preceding may be applied.

(T)

(2) Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with Section 2.4.1 following.

(3) If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth in Section 2.4.1 following if not paid within the 30 days.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

(T)
(T)
(T)
(T)



ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(E) Contested Audits

- (1) When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
- (2) Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on (A) preceding.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

(T)
(T)
(T)
(T)

EFFECTIVE: DECEMBER 16, 1996



ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

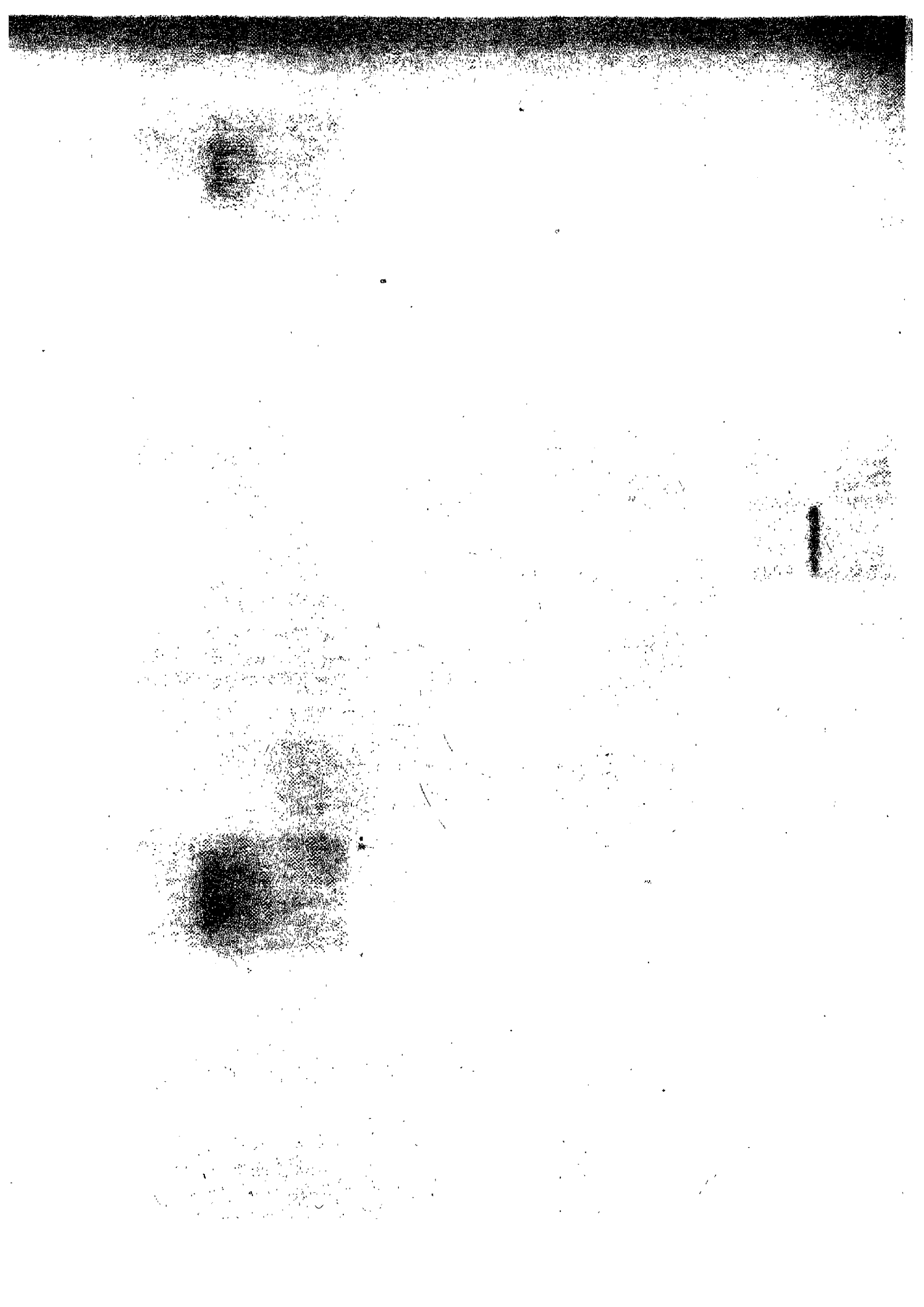
(E) Contested Audits (Cont'd)

(3) Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.

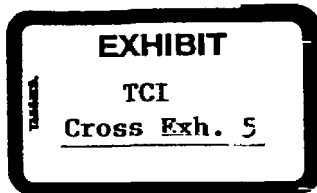
(4) Absent written notification, within the timeframe noted above, the customer must comply with the provisions set forth in (D) preceding. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified in 2.1.8 preceding.

(F) BellSouth Line Information Data Base Access report verification requirements are as set forth in Section 19 following. (T)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (T)
(T)
(T)
(T)



J. Henry Walker
General Attorney



BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375-0001
Telephone: 404-335-0738
Facsimile: 404-658-9022

January 31, 2000

VIA FACSIMILE AND U.S. MAIL

Mr. Danny E. Adams
Kelley, Dwyer & Warren
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036

Dear Mr. James:

BellSouth Telecommunications ("BellSouth") has discovered recently certain irregularities pertaining to Thrifty Call, Inc.'s ("Thrifty Call") transport and reporting of access traffic to BellSouth. It appears that traffic being reported to BellSouth as interstate by Thrifty Call is instead intrastate traffic for which additional access charges are owed. Thrifty Call's actions constitute a violation of applicable tariffs governing the relationship between BellSouth and Thrifty Call. BellSouth requests that Thrifty Call immediately start properly reporting all traffic transported to BellSouth.

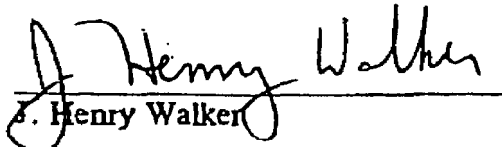
Pursuant to BellSouth Telecommunications Tariff - North Carolina E2.3.14B, BellSouth hereby requests that Thrifty Call provide data to BellSouth used to determine its projected interstate percentage. This written request will be considered the initiation of an audit per the applicable provisions of the tariff.

We propose this audit begin on February 28, 2000, and request that you preserve all information, data and reports until such audit is completed, including any communications or agreements with interexchange carriers for which you are completing traffic in the manner discussed above.

Further, BellSouth requests that Thrifty Call pay BellSouth all monies owed for this misreporting of traffic. The amount owed to BellSouth for misreporting between March 1999 and November 1999 in North Carolina is \$1,801,331. This amount should be paid immediately.

If you would like to discuss this matter, you may contact me at your convenience.

Sincerely,


J. Henry Walker

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

FACSIMILE

(202) 955-9792

NEW YORK, NY

LOS ANGELES, CA

MIAMI, FL

CHICAGO, IL

STANFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

HONG KONG

AFFILIATE OFFICES

BANGKOK, THAILAND

JAKARTA, INDONESIA

MANILA, THE PHILIPPINES

MUMBAI, INDIA

TOKYO, JAPAN

EXHIBIT

TCI

Cross Exh. 6

February 10, 2000

DANNY C. ADAMS

DIRECT LINE (202) 955-9874

E-MAIL: dadams@kelleydrye.com

J. Henry Walker, Esq.
General Attorney
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375-0001

Re: Correspondence with Thrifty Call Concerning Percentage Interstate Usage Matters

Dear Mr. Walker:

I am in receipt of your letters dated January 18, January 31, and February 1, 2000, concerning alleged inaccuracies in certain percentage interstate usage ("PIU") reports submitted by Thrifty Call for the states of Florida, North Carolina and Georgia, respectively. In each of your letters, you reference the BellSouth access tariff for the relevant state and indicate that, pursuant to such tariff, BellSouth believes that Thrifty Call owes additional payments to BellSouth. Further, in addition to the requests for immediate payment, you request an audit of Thrifty Call's PIU reports pursuant to the state tariffs.

Thrifty Call wishes to cooperate with the BellSouth audit request. Certain matters must be clarified at the outset of the audit process, however. First, Thrifty Call believes that PIU matters are inherently interstate in nature because they are derived from the jurisdictional separations process administered by the Federal Communications Commission ("FCC"). Indeed, the governing methodology for measurement of PIU was established by the FCC in 1989, following the recommendation of a Federal-State Joint Board. *See Determination of Interstate and Intrastate Usage of Feature Group A and Feature Group B Access Services*, 4 FCC Rcd 8448 (1989). Thus, Thrifty Call believes the governing tariff for PIU audit purposes should be the interstate tariff on file with the FCC, not the individual BellSouth state tariffs.

J. Henry Walker, Esq.
February 10, 2000
Page Two


Second, Thrifty Call believes it has reported its traffic according to FCC prescribed procedures for PIU measurement. While the Company thus is willing to proceed with BellSouth's audit request, it is not willing to make the payments you request in advance of the completion of the audit. Indeed, the purpose of the audit is to determine whether any such payments are owed. BellSouth's request for immediate payment, then, is implicitly an attempt to bypass the audit process and impose requirements outside its tariff. We believe such demands are inconsistent with FCC-established policies and BellSouth's implementing interstate tariff (as well as its intrastate tariffs). Thus, Thrifty Call will not pay any backbilled amounts until the audit is completed and a determination can be made as to whether any such amounts are owed.

Finally, BellSouth's tariff provides that audits may be conducted by an independent auditor, not BellSouth, and that if an independent auditor is used, the data is to be provided to the auditor within 30 days of the request. Thrifty Call chooses to have the audit conducted by Ernst and Young; the Company is in the process of finalizing its arrangements with Ernst and Young for this purpose. Thrifty Call understands that, because it chooses the auditor, it must pay the costs of the audit. Thrifty Call thus will provide fourth quarter 1999 data to Ernst & Young within the time required by BellSouth's tariff.

With these items clarified, Thrifty Call will proceed with the audit as described. Upon completion of the audit, the auditor's report will be provided to BellSouth and to Thrifty Call in the manner contemplated by BellSouth's FCC tariff. We look forward to working with you to complete the audit process.

If you have any questions or concerns about these procedures, please contact me promptly.

Sincerely,



Danny E. Adams
Counsel to Thrifty Call, Inc.

DEA:ae

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

1200 19TH STREET, N.W.

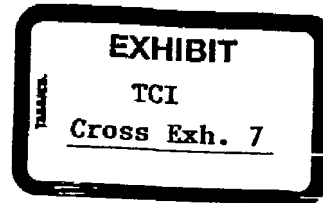
SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

FACSIMILE

(202) 955-0792



NEW YORK, NY

LOS ANGELES, CA

CHICAGO, IL

STANFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

HONG KONG

AFFILIATE OFFICES

BANGKOK, THAILAND

JAKARTA, INDONESIA

MANILA, THE PHILIPPINES

MUMBAI, INDIA

TOKYO, JAPAN

March 22, 2000

DANNY E. ADAMS

DIRECT LINE (202) 955-9874

E-MAIL: dadams@kelleydrye.com

BY FEDERAL EXPRESS

J. Henry Walker, Esq.
General Attorney
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375-0001

Re: Thrifty Call Dispute

Dear Henry:

As we have discussed, Thrifty Call remains eager to resolve the disputed PIU reports for Florida, Georgia, and North Carolina by voluntary means that will be mutually acceptable to both Thrifty Call and BellSouth, and that will be as fair and expeditious as possible. Accordingly, we are puzzled by BellSouth's reluctance to follow the PIU audit procedures set forth in the Florida, Georgia, and North Carolina tariffs, and would like clarification of BellSouth's position in that regard.

It is our understanding that, pursuant to Section E2.3.14(B) of BellSouth's Access Services Tariffs for Florida, Georgia, and North Carolina, in the event of a dispute regarding the accuracy of a PIU report, BellSouth shall send written notice to the carrier involved and initiate an audit; BellSouth did this, by letters to me dated January 18, 2000, January 31, 2000, and February 1, 2000. Each letter cited Section E2.3.14(B) and the audit procedures contained therein. By letter dated February 10, 2000, Thrifty Call agreed to BellSouth's audit demand, requested that Ernst and Young be retained as the independent auditor (at Thrifty Call's expense), and agreed to provide Ernst and Young with the required data within the time period specified by the tariff. As you know, the initiation of the audit has been delayed pending agreement by BellSouth to waive a conflict of interest regarding Ernst and Young's prior work for BellSouth. Thrifty Call remains, however, ready and willing to provide the necessary data to Ernst and Young, or, alternatively, to choose a different independent auditor that would not raise conflict issues if BellSouth chooses not to accept Ernst and Young. It is Thrifty Call's

J. Henry Walker, Esq.

March 22, 2000

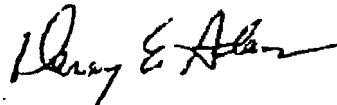
Page 2

understanding that, pursuant to Section E2.3.14(D), once the audit is completed, the resulting PIU will be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and, where applicable, to the usage for the next two quarters following the audit's completion.

However, rather than releasing Ernst and Young to begin the audit, or authorizing Thrifty Call to select a different independent auditor, BellSouth now wishes to ignore the audit procedures set forth in the tariff and is instead considering a complaint proceeding before the Florida Public Service Commission ("FPSC"). It is our understanding that BellSouth has taken this position because it believes that compliance with the audit procedures would be too time-consuming. It is unclear to Thrifty Call, however, how a complaint proceeding would achieve a more expedient resolution of this dispute than would continued adherence to the audit procedures proscribed by the BellSouth tariff. Moreover, it appears to us that in response to any complaint filed by BellSouth concerning this matter the FPSC too would look to the applicable Access Services Tariffs, and would take the view that an audit is the appropriate procedure. Indeed, we note that even if the FPSC were to permit a complaint proceeding to proceed in lieu of the audit process required by BellSouth's tariff, an audit would be necessary in order to form the basis for any damages calculation. In short, BellSouth's refusal to adhere to the PIU audit procedures appears to me to be both inconsistent with the Access Services tariff, and destined to result in an unwarranted delay in the resolution of this dispute.

Thrifty Call understands and shares BellSouth's desire to resolve this dispute as quickly as possible. We fail to understand, however, how the current approach you have advocated will lead to that result. In view of our mutual interests in that regard, I look forward to your timely clarification of BellSouth's position.

Sincerely,

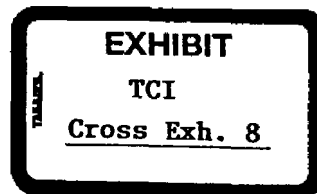


Danny Adams
Counsel to Thrifty Call, Inc.

J. Henry Walker
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375-0001
Telephone: 404-395-0738
Facsimile: 404-658-9022

April 7, 2000



Via Telecopy (202) 955-9792 and Regular Mail

Danny Adams, Esq.
Kelley Drye & Warren LLP
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036

Re: Thrifty Call's Misreporting of Access Traffic

Dear Danny:

I am in receipt of your letter of March 22, 2000 regarding the dispute over Thrifty Call's misreporting of traffic. Although BellSouth would also like to resolve this matter without formal proceedings, the parties seem to be far apart in their positions regarding the appropriate remedies for Thrifty Call's action.

As you know, BellSouth has evidence that Thrifty Call misreported to BellSouth millions of minutes of intrastate traffic as interstate traffic. BellSouth believes this misreporting was done in a deliberate and calculated manner to improperly evade paying BellSouth the higher intrastate access charge.

Thrifty Call's proposal to conduct an audit for the sole purpose of adjusting the PIU on an ongoing basis is unacceptable. First, based on its representations, Thrifty Call has stopped carrying the intrastate traffic previously being reported as interstate. A time consuming and expensive PIU audit of current records would make little sense. Second, BellSouth does not agree with Thrifty Call's apparent position that BellSouth's request for an audit limits BellSouth to prospective relief. A mere request for an audit does not provide the party being audited with immunity from prior intentional misreporting of access traffic. Until some understanding of the purpose of the audit is agreed upon, BellSouth does not believe the audit can reasonably go forward.

Danny Adams, Esq.
April 7, 2000
Page 2

BellSouth's initial request for an audit was for the purpose of determining the volume of traffic which was misreported. BellSouth now believes it has information that shows the volume of traffic misreported by Thrifty Call. To the extent, Thrifty Call continues to contend BellSouth's request for an audit limits its remedies to a mere adjustment of the PIU factor on an ongoing basis, the audit request is withdrawn.

BellSouth believes that none of the state Public Service Commissions with jurisdiction over this issue will sanction Thrifty Call's intentional conduct by merely requiring an adjustment of the PIU on an ongoing basis. Given the disagreement over the proper remedies, it is proper for BellSouth to proceed before the appropriate authority to achieve a resolution of this matter.

BellSouth, of course, remains willing to discuss a fair and expeditious resolution of this matter at your convenience.

Sincerely yours,

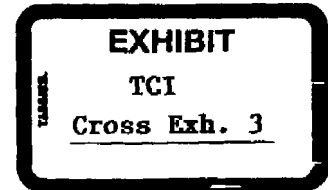


J. Henry Walker

JHW:mvc

#204089

** TOTAL PAGE.08 **



E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.11 Claims and Demands for Damages

- A. With respect to claims of patent infringement made by third persons, the IC shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the IC or end users.
- B. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, Attorney's fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the IC's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the IC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the IC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the IC, its officers, agents or employees.
- C. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney's fees and court costs by the IC or third persons arising out of the Company provision of Billing Analysis Services or any other service under this Tariff at the request of the IC, including, but not limited to claims for libel, slander, invasion of privacy, conversion and trespass.
- D. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the IC or third parties arising out of any act or omission of the IC in the course of using services provided under this Tariff.

E2.3.12 Notification of Service-Affecting Activities

- A. The IC shall provide the Company timely notification of the following:
 1. Planned or unplanned outages of IC facilities which will affect the Company's capability to provide adequate service for anticipated traffic volumes,
 2. Facility failures within the IC network which will adversely impact upon the Company's capability to provide adequate service for anticipated traffic volumes, and,
 3. IC marketing activities designed to generate rapid or short-term increases in anticipated traffic volumes.
- B. This timely notification will enable the Company to administer its network as set forth in E6.4.1 following.

E2.3.13 Coordination with Respect to Network Contingencies

The IC shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

E2.3.14 Jurisdictional Report Requirements

- A. Jurisdictional Reports
 1. When an IC initially orders *BellSouth SWA* service, as defined in Section E6. following, the IC shall state in its order the Percent Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis, separately for each of the following:

(7)

DOCKET NO. P-55 SUB 1030A
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 8 1997

FILED
N. C. UTILITIES COMMISSION

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. (Cont'd)

- *BellSouth SWA* FGA
- *BellSouth SWA* FGB
- *BellSouth SWA* FGD
- *BellSouth SWA* 500 Service
- 700 Service
- *BellSouth SWA* 8XX Toll Free Dialing Ten Digit Screening Service
- *BellSouth SWA* 900 Service
- Switched Local Channel
- *BellSouth SWA* Dedicated Interoffice Channel
- Channelization Equipment

(M)

(M)

(M)

(M)

(M)

(M)

(M)

For *BellSouth SWA* FGA, *BellSouth SWA* FGB, 700, *BellSouth SWA* 8XX Toll Free Dialing Ten Digit Screening and *BellSouth SWA* 900 this PIU will be applicable to the associated Carrier Common Line, Local Switching, *BellSouth SWA* Common Interoffice Channel, Interconnection and Access Tandem Switching rate elements, where applicable.

(M)

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, *BellSouth SWA* Dedicated Interoffice Channel and Channelization Equipment) shall reflect the combination of all traffic types which traverse such facility category.

(M)

Additionally, upon employing the use of the 700 service Access Code over *BellSouth SWA* FGC or *BellSouth SWA* FGD services, the IC must provide the Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service. The IC shall report the PIU on a statewide, LATA or billing account number level (at the option of the IC). The report should be on a local exchange company specific basis.

(M)

DOCKET NO. P-55 SUB 1030A
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
V. C. UTILITIES COMMISSION

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. (Cont'd)

Each quarter the IC shall furnish to the Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis, separately for each of the following:

- *BellSouth SWA FGA*
- *BellSouth SWA FGB*
- *BellSouth SWA FGD Terminating*
- *BellSouth SWA 500 Service*
- 700 Service
- *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service*
- *BellSouth SWA 900 Service*
- Switched Local Channel
- *BellSouth SWA Dedicated Interoffice Channel*
- Channelization Equipment

(T)
(T)
(T)
(T)
(T)
(T)
(T)
(T)

The IC shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Total Interstate Originating Minutes} + \text{Total Interstate Terminating Minutes}}{\text{Total Originating Minutes} + \text{Total Terminating Minutes}}$$

- a. The intrastate usage is to be developed as though every call that originates within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.
 - b. When the IC computes the PIU, it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.
2. *BellSouth SWA FGA* and *BellSouth SWA FGB* service usage charges for single *BellSouth SWA FGA* lines or *BellSouth SWA FGB* trunks will be apportioned by the Company between interstate and intrastate. The projected interstate percentage reported as set forth in 1. preceding will be used to make the apportionment.
 3. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the intrastate *BellSouth SWA FGA* and/or *BellSouth SWA FGB* service(s) information reported will be used to determine the charges as follows:
 - a. For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

(T)
(T)

DOCKET NO. P-55 SUB 1030A
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
N. C. UTILITIES COMMISSION

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

4. When an IC initially orders *BellSouth SWA FGD* service, the IC shall state in its order the PIU. When an IC orders *BellSouth SWA FGC* or *BellSouth SWA FGD* service(s), *BellSouth SWA 500* service, *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening* service, or *BellSouth SWA 900* service, the Company, where the jurisdiction can be determined from the call detail, will determine the intrastate percentage as follows. For originating access minutes, the intrastate percentage will be developed on a monthly basis by end office when the *BellSouth SWA FGC* or *BellSouth SWA FGD* service, *BellSouth SWA 500* service, *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening* service or *BellSouth SWA 900* service access minutes are measured by dividing the measured intrastate originating access minutes by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. As indicated in 1. preceding, the IC, at its option, may supply the PIU on a statewide, LATA or billing account number level for terminating *BellSouth SWA FGD* service. The intrastate PIU supplied shall be on a local exchange company specific basis. ICs choosing not to supply an intrastate PIU for terminating *BellSouth SWA FGD* service may continue to allow the Company to develop the intrastate percentage for the terminating access minutes based upon the percentage for originating access minutes. After January 1, 1996, all ICs must supply the intrastate PIU for terminating *BellSouth SWA FGD* service following the criteria set forth in this tariff. When originating call details are insufficient to determine the jurisdiction for the call, the IC shall supply the intrastate percentage or authorize the Company to use the Company developed percentage. This percentage shall be used by the Company as the intrastate percentage for such call detail. The Company will designate the number obtained by subtracting the intrastate percentage for originating and terminating access minutes calculated by the Company from 100 (100 - Company calculated projected intrastate percentage = interstate percentage) as the projected interstate percentage of use. (T)
When an IC employs the use of the 700 NXX code over *BellSouth SWA FGC* or *BellSouth SWA FGD*, the IC must provide the Company with the projected percentage of interstate use for the 700 calls made. The remaining percentage will be the assumed intrastate percentage. (T)
5. For *BellSouth* Directory Assistance Access service and/or *BellSouth* Inward Operator Services Access service, the IC shall in its order, provide the intrastate percentage for terminating use for each *BellSouth* Directory Assistance Access service and/or *BellSouth* Inward Operator services Access Service group. (A method the IC may wish to adopt could be to use its terminating traffic from its premises to the involved *BellSouth* Directory Assistance Access location and/or *BellSouth* Inward Operator Services location to calculate the intrastate percentage.) For *BellSouth* Electronic White Pages Access Service, the IC shall provide the intrastate percentage for use terminating at the *BellSouth* Electronic White Pages Location. The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - IC percentage = interstate percentage) as the projected interstate percentage of use. (T)

DOCKET NO. P-55 SUB103DA
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
V. C. UTILITIES COMMISSION

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

6. For *BellSouth* Billing Name and Address for ANI service, the IC shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The *BellSouth Billing Name and Address* for ANI PIU factor shall be reported as required in 7. following. (T)
7. Effective on the first of January, April, July and October of each year the IC shall update the interstate and intrastate jurisdictional report. The IC shall forward to the Company, to be received no later than thirty days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If an IC does not supply an updated quarterly report or letter, the Company will assume the percentage interstate usage to be the same PIU as provided in the last quarterly report or letter accepted by the Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results. For those cases in which quarterly reports or letters have never been received from the IC, the Company will assume the PIU factors to be the most recent audit results or to be the same as provided in the order for service if no audit has been performed.
8. The jurisdictional report will serve as the basis for all future billing except as provided in B. following, and will be effective on the next bill date.
9. When mixed interstate and intrastate *Special Access (a.k.a. BellSouth SPA)* service is provided, the jurisdiction will be determined as follows: (T)
 - If the IC's estimate of the interstate traffic on the service involved constitutes ten percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.
 - If the IC's estimate of the interstate traffic on the service involved constitutes more than ten percent of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff FCC No. 1.

The IC shall keep records from which the percentage of interstate and intrastate use was estimated and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The IC shall supply the data within thirty days of the Company request.

B. Jurisdictional Report Verification

1. When an IC provides a projected interstate usage percent as set forth in A. preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for *BellSouth SWA*, the Company may, by written request, require the IC to provide the data the IC used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The IC shall supply the data to an independent auditor within thirty days of the Company request. The IC shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in C. following and upon request of the Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the IC and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the IC does not provide the requested data to the Company or independent auditor within thirty (30) days of the notice of audit, the IC will be in violation of this Tariff and subject to E2.1.8 preceding. (T)

DOCKET NO. P-55 SUB 103DA
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
N. C. UTILITIES COMMISSION

EFFECTIVE: February 20, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

B. Jurisdictional Report Verification (Cont'd)

2. For *BellSouth SWA* service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and IC will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and IC shall respond promptly to requests generated during the audit to ensure timely completion of the audit. (T)

The Company will work cooperatively with other local exchange companies to develop joint audits of an IC in an effort to limit an IC's total state PIU audit to one per year.

3. Audits may be conducted by: (a) an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the IC. If the IC selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following FCC procedures for measuring interstate and intrastate traffic as established by Commission Orders, and provide to the Company a report with supporting documentation to verify such procedures.

4. If a billing dispute arises or a regulatory commission questions the jurisdiction classification for Special Access (*a.k.a. BellSouth SPA*) service, the Company will ask the IC to provide the data the IC uses to determine the projected interstate percentage. The IC shall supply the data to an independent auditor within thirty days of the Company request. The IC shall keep records from which the percentage was determined and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. (T)

C. Maintenance of IC Records

1. The IC and Reseller shall retain for a minimum of six months, call detail records, that substantiate the percentage data provided to the Company as set forth in A. preceding for *BellSouth SWA* service. Such records shall consist of a. and b. (if applicable,) following: (T)

a. All call detail records, such as workpapers and/or backup documentation (including paper, magnetic tapes, or any form of records for billed IC traffic call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the IC's network), and

b. If the IC has a mechanized system in place that calculated its PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

DOCKET NO. P-55 SUB 1030A
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
N. C. UTILITIES COMMISSION

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

D. Audit Results for *BellSouth SWA*

1. Audit results will be furnished to the IC via Certified U.S. Mail (return receipt requested.) The Company will adjust the IC's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit was completed, the usage for the quarter prior to completion of the audit, and to the usage for the two (2) quarters following the completion of the audit. After that time, the IC may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the IC represents a deviation of five percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding will be applied.
2. Both credit and debit adjustments will be made consistent with E2.4.1 to the IC's interstate and intrastate access charges for the specified period to accurately reflect the usage for the IC's account.
3. If, as a result of an audit conducted by an independent auditor, under contract to the Company, an IC is found to have overstated the PIU by twenty percentage points or more, the Company shall require reimbursement from the IC for the cost of the audit. The bills for the cost of the audit shall be due and paid in immediately available funds thirty days from receipt of such bills. Failure to pay within thirty days will result in the assessment of a late payment charge as set forth in E2.4.1.B. following.

E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the IC by Certified U.S. Mail (return receipt requested). The IC may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the IC by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the IC, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the IC within thirty (30) calendar days from the date the audit report is furnished to the Company by Certified U.S. Mail.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the IC. Arbitration is an option provided in addition to the IC's existing right to file a complaint or legal action in a court of law or at the Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the IC maintains a principle or significant presence as mutually agreed upon by both parties, or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitration shall determine the IC's PIU based on A. preceding.

DOCKET NO. P-55 SUB 1030A
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
N. C. UTILITIES COMMISSION

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

E. Contested Audits (Cont'd)

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted preceding, the IC must comply with the provisions set forth in D. preceding. If the IC fails to comply with these provisions, the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the IC as specified in E2.1.8 preceding.

E2.3.15 Determination of Intrastate Charges for Mixed Interstate and Intrastate BellSouth SWA Service

- A. When mixed interstate and intrastate *BellSouth SWA Service* is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional feature charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in E2.3.14.A preceding will serve as the basis for prorating the charges. The percentage of a *BellSouth SWA service* to be charged as intrastate is applied in the following manner:
 1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
 2. For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times the actual use (i.e., measured or Company assumed average use) times the stated tariff rate.The intrastate percentage will change as revised jurisdictional reports are submitted as set forth in E2.3.14 preceding.

E2.3.16 Trouble Determination

- A. The IC shall be responsible for receiving trouble reports from its end users and determining, by testing or other means if the source of trouble is caused by the equipment or facilities provided by the IC, its end user, or by the Company.
- B. When more than one Company service is used to provide service to an IC, the IC is responsible for determining which service provided by the Company is causing the reported trouble.
- C. The IC shall be responsible for payment of Maintenance of Service Charges as set forth in E13.3.1 following when reporting trouble to the Company and the obligations in A. and B. preceding are not met.

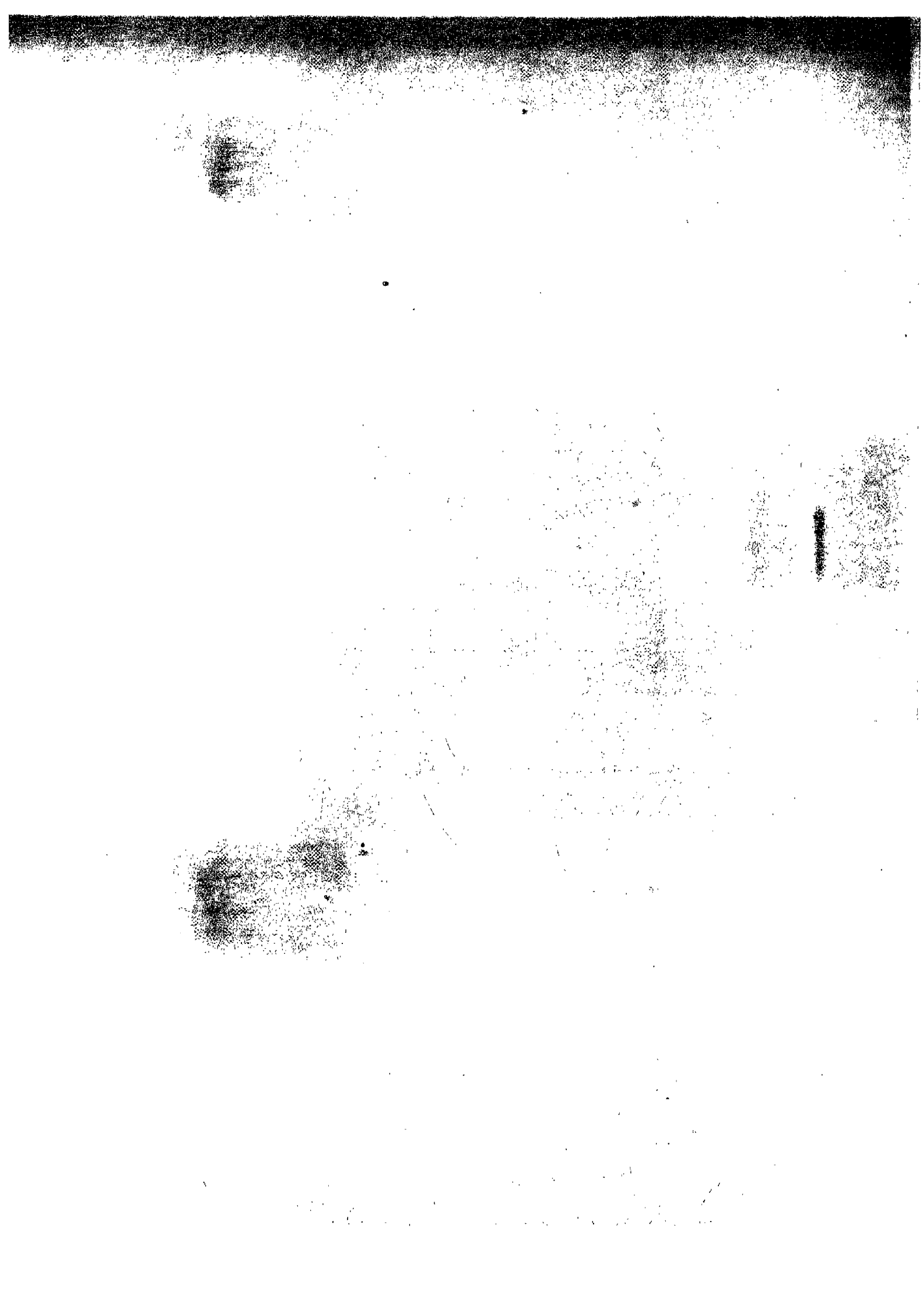
E2.3.17 Reserved for Future Use

E2.3.18 Reserved for Future Use

DOCKET NO. R 55 SUB 1030A
Allowed To Become Effective Pursuant
To G. S. 62-130 and G. S. 62-134

FEB 6 1997

FILED
N. C. UTILITIES COMMISSION



BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

ACCESS SERVICE TARIFF

Original Page 9

EFFECTIVE: July 15, 1996

E2. GENERAL REGULATIONS¹

E2.3 Obligations of the IC (Cont'd)

E2.3.10 Reserved for Future Use

E2.3.11 Claims and Demands for Damages

- A. With respect to claims of patent infringement made by third persons, the IC shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the IC or end users.
- B. The IC shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or demands, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the IC's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the IC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the IC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the IC, its officers, agents or employees.

E2.3.12 Reserved for Future Use

E2.3.13 Coordination with Respect to Network Contingencies

The IC shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

E2.3.14 Jurisdictional Report Requirements²

A. Jurisdictional Reports

1. When an IC initially orders Switched Access Service, as defined in Section E6. following, the IC shall state in its order the Percent Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis, separately for each of the following:
 - Feature Group A (FGA)
 - Feature Group B (FGB)
 - Feature Group D (FGD)
 - 500 Service Access

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

Third Revised-Page 10
Cancels Second Revised Page 10

ISSUED: May 16, 2001

EFFECTIVE: June 15, 2001

BY: Joseph P. Lacher, President -FL
Miami, Florida

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. Percent Interstate Usage (PIU) (Cont'd)

a. (Cont'd)

Where the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the IC's projected PIU factor to apportion the usage between interstate and intrastate. In the event the IC does not supply the projected PIU and the Company does not have sufficient call detail to determine the jurisdiction of the call, only then will a PIU of 50 percent be applied. *For the purpose of this tariff, where the customer is a third-party provider of CCS7 services to its customer ("Third Party Customers"), the customer will develop its projected PIU factor based upon a weighted average of the PIU's of its Third Party Customers' end user traffic in accordance with the procedures described below. In the event a Third Party Customer does not provide a projected PIU, a 50 percent PIU will be utilized for that Third Party Customer.* (C)

The IC will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the IC and/or End User computes the PIU, it will subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentage will equal 100 percent. A PIU of less than 100 percent is not allowed where the service is not available as an intrastate access service. The projected PIU may include up to two decimals. (C)

The intrastate usage is to be developed as though every call that originates from a calling location (as designated by the calling station number) within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination (as designated by the calling station number) is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication. *The manner in which the call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate communication even if the call is routed through another state.* (C)

The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - customer percentage = interstate percentage) as the projected interstate percentage of use.

b. When an IC initially orders service(s), as defined in the following, the IC will state in its order the Percent Interstate Usage (PIU) separately for each, as set forth in a. preceding.

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SW 500 Service
- 700 Service
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900 Service
- BellSouth CCS7 Access Arrangement (N)
- Switched Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA²
- BellSouth Billing Name and Address
- BellSouth Inward Operator Service

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as applied to the associated BellSouth SWA LSBSA.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: April 26, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Second Revised-Page 10
Cancels First Revised Page 10

EFFECTIVE: May 10, 2000

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. *Percent Interstate Usage (PIU)* (Cont'd) (C)

a. (Cont'd)

Where the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the IC's projected PIU factor to apportion the usage between interstate and intrastate. In the event the IC does not supply the projected PIU and the Company does not have sufficient call detail to determine the jurisdiction of the call, only then will a PIU of 50 percent be applied (N)

The IC will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the IC and/or End User computes the PIU, it *will* subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentage *will* equal 100 percent. A PIU of less than 100 percent is not allowed where the service is not available as an intrastate access service. *The projected PIU will be rounded to a whole number.* (M)(C)

The intrastate usage is to be developed as though every call that originates within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication. (M)

The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - customer percentage = interstate percentage) as the projected interstate percentage of use. (M)

b. When an IC initially orders service(s), as defined in *the* following, the IC *will* state in its order the Percent Interstate Usage (PIU) separately for each, as set forth in a. preceding. (M)(C)

- BellSouth SWA FGA (M)

- BellSouth SWA FGB (M)

- BellSouth SWA FGD (M)

- BellSouth SW 500 Service (M)

- 700 Service

- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

- BellSouth SWA 900 Service

- Switched Local Channel

- BellSouth SWA Dedicated Interoffice Channel

- Channelization Equipment

- DNALs associated with BellSouth SWA LSBSA²

- BellSouth Billing Name and Address (N)

- BellSouth Inward Operator Service (N)

(M)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as applied to the associated BellSouth SWA LSBSA.

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. (Cont'd)

- 700 Service
- *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service*
- *BellSouth SWA 900 Service*
- Switched Local Channel
- *BellSouth SWA Dedicated Interoffice Channel*
- Channelization Equipment
- DNALs associated with *BellSouth SWA LSBSA*²

When an End User initially orders *BellSouth SWA FGB* service, where facilities permit, the End User will state in the order, the PIU for each LATA.

For *BellSouth SWA FGA*, *BellSouth SWA FGB*, *BellSouth SWA FGD* and *BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening* and *BellSouth SWA 900* service this PIU will be applicable to the associated Carrier Common Line, Local Switching, *BellSouth SWA Common Interoffice Channel*, Interconnection and Access Tandem Switching rate elements, where applicable.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, *BellSouth SWA Dedicated Interoffice Channel* and Channelization Equipment) shall reflect the combination of all traffic types which traverse such facility category.

Additionally, upon employing the 700 service Access Code over *BellSouth SWA FGC* or *BellSouth SWA FGD* service, the IC must provide the Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not available as an intrastate access service. The IC shall report the PIU on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis.

Each quarter the IC and/or End User shall furnish to the Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the IC and/or End User) on a local exchange company specific basis, separately for each of the following:

- *BellSouth SWA FGA*
- *BellSouth SWA FGB*
- *BellSouth SWA FGD Terminating*

Note 1: Except where indicated herein, references to *BellSouth SWA FGs* will also include the applicable *BellSouth SWA Basic Serving Arrangement* as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA FGA* represents both *BellSouth SWA FGA* and *BellSouth SWA LSBSA*).

Note 2: Where *BellSouth SWA LSBSA* is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated *BellSouth SWA LSBSA*.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

ACCESS SERVICE TARIFF

Original Page 10

EFFECTIVE: July 15, 1996

E2. GENERAL REGULATIONS¹**E2.3 Obligations of the IC (Cont'd)****E2.3.14 Jurisdictional Report Requirements² (Cont'd)****A. Jurisdictional Reports (Cont'd)****1. (Cont'd)**

- 700 Service Access
- 800 Service Access
- 900 Service Access
- Switched Local Channel
- Switched Dedicated Interoffice Channel
- Channelization Equipment
- DNALs associated with LSBSA³

When an End User initially orders Feature Group B Switched Access Service, where facilities permit, the End User will state in the order, the PIU for each LATA.

For FGA, FGB, FGD and 500, 700, 800 and 900 Access Service this PIU will be applicable to the associated Carrier Common Line, Local Switching, Switched Common Interoffice Channel, Interconnection and Access Tandem Switching rate elements, where applicable.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, Switched Dedicated Interoffice Channel and Channelization Equipment) shall reflect the combination of all traffic types which traverse such facility category.

Additionally, upon employing the 700 service Access Code over Feature Groups C or D Switched Access Service, the IC must provide the Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not available as an intrastate access service. The IC shall report the PIU on a statewide, LATA or billing account number level (at the option of the IC) on a local exchange company specific basis.

Each quarter the IC and/or End User shall furnish to the Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the IC and/or End User) on a local exchange company specific basis, separately for each of the following:

- Feature Group A (FGA)
- Feature Group B (FGB)
- Feature Group D (FGD) Terminating

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

Note 3: Where LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated LSBSA.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 17, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Third Revised Page 11
Cancels Second Revised Page 11
EFFECTIVE: August 1, 2000

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. Percent Interstate Usage (Cont'd)

b. (Cont'd)

When an End User initially orders BellSouth SWA FGB service, where facilities permit, the End User will state in the order, the PIU for each state.

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening and BellSouth SWA 900 service will also apply to all associated elements and services, e.g. Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection and Access Tandem Switching rate elements, where applicable.

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This factor will be applied to the following categories:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment) will reflect the combination of all traffic types which traverse such facility category.

When Dedicated Access service is provided on a BellSouth SWA facility, e.g., Dedicated Access DS1 (a.k.a. BellSouth SPA DS1) on a BellSouth SWA DS3, the facility will be apportioned between BellSouth SWA and Dedicated Access. The jurisdiction of the Dedicated Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

The IC and/or End User shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Total Interstate Originating Minutes} + \text{Total Interstate Terminating Minutes}}{\text{Total Originating Minutes} + \text{Total Terminating Minutes}}$$

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. of this Tariff (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: April 26, 2000
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

ACCESS SERVICES TARIFF

Second Revised Page 11
 Cancels First Revised Page 11

EFFECTIVE: May 10, 2000

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. *Percent Interstate Usage* (Cont'd)

b. (Cont'd)

When an End User initially orders BellSouth SWA FGB service, where facilities permit, the End User will state in the order, the PIU for each *state*. (M)(C)

For BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD and BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening and BellSouth SWA 900 service this PIU will be applicable to the associated Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection and Access Tandem Switching rate elements, where applicable. (M)

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment) *will* reflect the combination of all traffic types which traverse such facility category. (M)(C)

- (DELETED) (M)(D)
- (DELETED) (M)(D)
- (DELETED) (M)(D)
- (DELETED) (M)(D)
- (DELETED) (M)(D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)
- (DELETED) (D)

When Dedicated Access service is provided on a BellSouth SWA facility, e.g., Dedicated Access DS1 (a.k.a. BellSouth SPA DS1) on a BellSouth SWA DS3, the facility will be apportioned between BellSouth SWA and Dedicated Access. The jurisdiction of the Dedicated Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

The IC and/or End User shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Total Interstate Originating Minutes} + \text{Total Interstate Terminating Minutes}}{\text{Total Originating Minutes} + \text{Total Terminating Minutes}}$$

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA). (M)

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. (Cont'd)

- *BellSouth SWA* 500 Service
- 700 Service
- *BellSouth SWA* 8XX Toll Free Dialing Ten Digit Screening Service
- *BellSouth SWA* 900 Service
- Switched Local Channel
- *BellSouth SWA* Dedicated Interoffice Channel
- Channelization Equipment
- DNALs associated with *BellSouth SWA* LSBSA²

End Users must report PIU for *BellSouth SWA* FGB service on a quarterly basis as described in 8. following.

When Dedicated Access service is provided on a *BellSouth SWA* facility, e.g., Dedicated Access DS1 (*a.k.a. BellSouth SPA DS1*) on a *BellSouth SWA* DS3, the facility will be apportioned between *BellSouth SWA* and Dedicated Access. The jurisdiction of the Dedicated Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

The IC and/or End User shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Total Interstate Originating Minutes} + \text{Total Interstate Terminating Minutes}}{\text{Total Originating Minutes} + \text{Total Terminating Minutes}}$$

- a. The intrastate usage is to be developed as though every call that originates within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.
- b. When the IC and/or End User computes the PIU, it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

Note 1: Except where indicated herein, references to *BellSouth SWA* FGs will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA* FGA represents both *BellSouth SWA* FGA and *BellSouth SWA* LSBSA).

Note 2: Where *BellSouth SWA* LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated *BellSouth SWA* LSBSA.

EFFECTIVE: July 15, 1996

E2. GENERAL REGULATIONS¹

(N)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. (Cont'd)

- 500 Service Access
- 700 Service Access
- 800 Service Access
- 900 Service Access
- Switched Local Channel
- Switched Dedicated Interoffice Channel
- Channelization Equipment
- DNALs associated with LSBSA³

End Users must report PIU for FGB service on a quarterly basis as described in 8. following.

When Dedicated Access service is provided on a Switched Access facility, e.g., Dedicated Access DS1 on a Switched Access DS3, the facility will be apportioned between Switched Access and Dedicated Access. The jurisdiction of the Dedicated Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

The IC and/or End User shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Total Interstate Originating Minutes} + \text{Total Interstate Terminating Minutes}}{\text{Total Originating Minutes} + \text{Total Terminating Minutes}}$$

- a. The intrastate usage is to be developed as though every call that originates within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.
- b. When the IC and/or End User computes the PIU, it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

Note 3: Where LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated LSBSA.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: April 26, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Second Revised Page 12
Cancels First Revised Page 12
EFFECTIVE: May 10, 2000

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

- 2. (DELETED) (D)
- 3. (DELETED) (D)
- 4. (DELETED) (M)(D)

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

2. All single *BellSouth SWA FGA* and *BellSouth SWA FGB* service usage and charges will be apportioned by the Company between interstate and intrastate. The projected interstate percentage reported as set forth in 1. preceding will be used to make the apportionment. (T)
3. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the intrastate *BellSouth SWA FGA* and/or *BellSouth SWA FGB* service(s) information reported will be used to determine the charges as follows: (T)
 - a. For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.
4. When an IC initially orders *BellSouth SWA FGD* service, the IC shall state in its order the PIU. When an IC orders *BellSouth SWA FGD* service(s), *BellSouth SWA 500* service, *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening* service or *BellSouth SWA 900* service, the Company, where the jurisdiction can be determined from the call detail, will determine the intrastate percentage as follows. For originating access minutes, the intrastate percentage will be developed on a monthly basis by end office when the *BellSouth SWA FGC* or *BellSouth SWA FGD* service, *BellSouth SWA 500* service, *BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening* service or *BellSouth SWA 900* service access minutes are measured by dividing the measured intrastate originating access minutes by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. As indicated in 1. preceding, the IC, at its option, may supply the PIU on a statewide, LATA or billing account number level for terminating *FGD BellSouth SWA* service. The intrastate PIU supplied shall be on a local exchange company specific basis. ICs choosing not to supply an intrastate PIU for terminating *BellSouth SWA FGD* service may continue to allow the Company to develop the intrastate percentage for the terminating access minutes based upon the percentage for originating access minutes. After January 1, 1996, all ICs must supply the intrastate PIU for terminating *FGD BellSouth SWA* service following the criteria set forth in this Tariff. When originating call details are insufficient to determine the jurisdiction for the call, the IC shall supply the intrastate percentage or authorize the Company to use the Company developed percentage. This percentage shall be used by the Company as the intrastate percentage for such call detail. The Company will designate the number obtained by subtracting the intrastate percentage for originating and terminating access minutes calculated by the Company from 100 (100 - Company calculated projected intrastate percentage = interstate percentage) as the projected interstate percentage of use. (T)

When an IC employs the use of the 700 Service Access Code over *BellSouth SWA FGC* or *BellSouth SWA FGD*, the IC must provide the Company with the projected percentage of interstate use for the 700 calls made. The remaining percentage will be assumed intrastate percentage. (T)

Note 1: Except where indicated herein, references to *BellSouth SWA FGs* will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA FGA* represents both *BellSouth SWA FGA* and *BellSouth SWA LSBSA*). (T)

E2. GENERAL REGULATIONS¹

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

A. Jurisdictional Reports (Cont'd)

2. All single Feature Group A and B Switched Access Service usage and charges will be apportioned by the Company between interstate and intrastate. The projected interstate percentage reported as set forth in 1. preceding will be used to make the apportionment.
3. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the intrastate Feature Group A and/or Feature Group B Switched Access Service(s) information reported will be used to determine the charges as follows:
 - a. For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.
4. When an IC initially orders Feature Group D Switched Access Service, the IC shall state in its order the PIU. When an IC orders Feature Group D Switched Access Service (s), 500 Access Service, 800 Access Service or 900 Access Service, the Company, where the jurisdiction can be determined from the call detail, will determine the intrastate percentage as follows. For originating access minutes, the intrastate percentage will be developed on a monthly basis by end office when the Feature Group C or Feature Group D Switched Access Service, 500 Access Service, 800 Access Service or 900 Access Service access minutes are measured by dividing the measured intrastate originating access minutes by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. As indicated in 1. preceding, the IC, at its option, may supply the PIU on a statewide, LATA or billing account number level for terminating Feature Group D Switched Access Service. The intrastate PIU supplied shall be on a local exchange company specific basis. ICs choosing not to supply an intrastate PIU for terminating Feature Group D Switched Access Service may continue to allow the Company to develop the intrastate percentage for the terminating access minutes based upon the percentage for originating access minutes. After January 1, 1996, all ICs must supply the intrastate PIU for terminating FGD Switched Access Service following the criteria set forth in this Tariff. When originating call details are insufficient to determine the jurisdiction for the call, the IC shall supply the intrastate percentage or authorize the Company to use the Company developed percentage. This percentage shall be used by the Company as the intrastate percentage for such call detail. The Company will designate the number obtained by subtracting the intrastate percentage for originating and terminating access minutes calculated by the Company from 100 (100 - Company calculated projected intrastate percentage = interstate percentage) as the projected interstate percentage of use.

When an IC employs the use of the 700 Service Access Code over Feature Group C or Feature Group D switched access, the IC must provide the Company with the projected percentage of interstate use for the 700 calls made. The remaining percentage will be assumed intrastate percentage.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 17, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Third Revised Page 13
Cancels Second Revised Page 13

EFFECTIVE: August 1, 2000

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

2. For BellSouth Directory Assistance Access service, the Company developed PIU for BellSouth SWA FGD terminating will apply. (T)
3. *Effective October 1, 2000, the customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This PIU will apply to the following categories: BellSouth SWA Local Channel, BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment.* (C)
Effective July 1, 2000, the customer's and/or end user's projected Percent Interstate Usage (PIU) will be provided at a statewide level on a local exchange company specific basis.
Effective on the first of January, April, July and October of each year the IC will update the interstate and intrastate jurisdictional report. End Users must update the jurisdictional report on a quarterly basis for the Feature Group B services provided from this Tariff. The IC will forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the IC or End User does not supply an updated quarterly report or letter, the Company will assume the percentages to be the same PIU provided in the last quarterly report or letter accepted by the Company. For those cases in which quarterly reports have never been received from the IC or End User, the Company will assume the PIU factors to be the most recent audit results or to be the same as those provided in the order for services if no audit has been performed. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results.
4. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows. (T)
 - If the IC or End User's estimate of the interstate traffic on the service involved constitutes 10 percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: April 26, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Second Revised Page 13
Cancels First Revised Page 13

EFFECTIVE: May 10, 2000

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

5. For BellSouth Directory Assistance Access service, *the Company developed PIU for BellSouth SWA FGD terminating will apply.* (C)
 6. (DELETED) (D)
 7. (DELETED) (D)
 8. Effective July 1, 2000, the customer's and/or end user's projected Percent Interstate Usage (PIU) will be provided at a statewide level on a local exchange company specific basis. (N)
- Effective on the first of January, April, July and October of each year the IC *will* update the interstate and intrastate jurisdictional report. End Users must update the jurisdictional report on a quarterly basis for the Feature Group B services provided from this Tariff. The IC *will* forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the IC or End User does not supply an updated quarterly report or letter, the Company will assume the percentages to be the same PIU provided in the last quarterly report or letter accepted by the Company. For those cases in which quarterly reports have never been received from the IC or End User, the Company will assume the PIU factors to be the most recent audit results or to be the same as those provided in the order for services if no audit has been performed. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results. (C)
9. (DELETED) (D)
 10. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows.
 - If the IC or End User's estimate of the interstate traffic on the service involved constitutes 10 percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

First Revised Page 13
Cancels Original Page 13

ISSUED: February 14, 1997
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: March 1, 1997

E2. GENERAL REGULATIONS (T)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

5. For *BellSouth* Directory Assistance Access service and *BellSouth* Inward Operator Services Access Service, the IC shall in its order, provide the intrastate percentage for terminating use for each *BellSouth* Directory Assistance Access service group and *BellSouth* Inward Operator Services group. (A method the IC may wish to adopt could be to use its terminating traffic from its premises to the involved *BellSouth* Directory Assistance Access Location or *BellSouth* Inward Operator Services Location and calculate the intrastate percentage as set forth in 4. preceding.) The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - IC percentage = interstate percentage) as the projected interstate percentage of use. (T)
6. For *BellSouth* Billing Name and Address for ANI service, the IC shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The *BellSouth Billing Name and Address* for ANI PIU factor shall be reported as required in 7. following. (T)
7. For On-Line Transfer Service, the IC shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The On-Line Transfer PIU factor shall be reported as required in 8. following.
8. Effective on the first of January, April, July and October of each year the IC shall update the interstate and intrastate jurisdictional report. End Users must update the jurisdictional report on a quarterly basis as previously described, for the Feature Group B services provided from this Tariff. The IC shall forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the IC or End User does not supply an updated quarterly report or letter, the Company will assume the percentages to be the same PIU provided in the last quarterly report or letter accepted by the Company. For those cases in which quarterly reports have never been received from the IC or End User, the Company will assume the PIU factors to be the most recent audit results or to be the same as those provided in the order for services if no audit has been performed. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results.
9. The jurisdictional report will serve as the basis for all future billing and will be effective on the next bill date.
10. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows.
 - If the IC or End User's estimate of the interstate traffic on the service involved constitutes 10 percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff. (T)

Note 1: Except where indicated herein, references to *BellSouth SWA FGs* will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA* FGA represents both *BellSouth SWA* FGA and *BellSouth SWA* LSBSA). (T)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

ACCESS SERVICE TARIFF

Original Page 13

EFFECTIVE: July 15, 1996

E2. GENERAL REGULATIONS¹

(N)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

A. Jurisdictional Reports (Cont'd)

5. For Directory Assistance Access Service and Inward Operator Services Access Service, the IC shall in its order, provide the intrastate percentage for terminating use for each Directory Assistance Access Service group and Inward Operator Services group. (A method the IC may wish to adopt could be to use its terminating traffic from its premises to the involved Directory Assistance Location or Inward Operator Services Location and calculate the intrastate percentage as set forth in 4. preceding.) The Company will designate the number obtained by subtracting the intrastate percentage furnished by the IC from 100 (100 - IC percentage = interstate percentage) as the projected interstate percentage of use.
6. For Billing Name and Address (BNA) for Automatic Number Identification (ANI) service, the IC shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The BNA for ANI PIU factor shall be reported as required in 7. following.
7. For On-Line Transfer Service, the IC shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The On-Line Transfer PIU factor shall be reported as required in 8. following.
8. Effective on the first of January, April, July and October of each year the IC shall update the interstate and intrastate jurisdictional report. End Users must update the jurisdictional report on a quarterly basis as previously described, for the Feature Group B services provided from this Tariff. The IC shall forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the IC or End User does not supply an updated quarterly report or letter, the Company will assume the percentages to be the same PIU provided in the last quarterly report or letter accepted by the Company. For those cases in which quarterly reports have never been received from the IC or End User, the Company will assume the PIU factors to be the most recent audit results or to be the same as those provided in the order for services if no audit has been performed. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results.
9. The jurisdictional report will serve as the basis for all future billing and will be effective on the next bill date.
10. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows.
 - If the IC or End User's estimate of the interstate traffic on the service involved constitutes 10 percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ISSUED: July 17, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Second Revised Page 14
Cancels First Revised Page 14

EFFECTIVE: August 1, 2000

E2. GENERAL REGULATIONS**E2.3 Obligations of the IC (Cont'd)****E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)****A. Jurisdictional Reports (Cont'd)**

4. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows. (T)

- (Cont'd)
- If the IC or End User's estimate of the interstate traffic on the service involved constitutes more than 10 percent of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff FCC No. 1.

The IC or End User shall keep records from which the percentage of interstate and intrastate use was estimated and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The IC or End User shall supply the data within 30 days of the Company request.

B. Jurisdictional Report Verification

1. When an IC or End User provides a projected interstate usage percent as set forth in A. preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for BellSouth SWA, the Company may, by written request, require the IC or End User to provide the data the IC or End User used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The IC or End User shall supply the data to an independent auditor within thirty days of the Company request. The IC or End User shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in C. following and upon request of the Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the IC or End User and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the IC or End User does not provide the requested data to the Company or independent auditor within (30) days of the notice of audit, the IC or End User will be in violation of this Tariff and subject to E2.1.8 preceding.

Where attempts to obtain the appropriate data from the IC or End User beyond the 30 day time limit have failed, the Company may provide such documentation to the FPSC as an indication of the IC or End User being in violation of this Tariff.

2. For BellSouth SWA service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and IC or End User will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and IC or End User shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

E2. GENERAL REGULATIONS

(T)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements¹ (Cont'd)

A. Jurisdictional Reports (Cont'd)

10. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows. (Cont'd)

- If the IC or End User's estimate of the interstate traffic on the service involved constitutes more than 10 percent of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff FCC No. 1.

The IC or End User shall keep records from which the percentage of interstate and intrastate use was estimated and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The IC or End User shall supply the data within 30 days of the Company request.

B. Jurisdictional Report Verification

1. When an IC or End User provides a projected interstate usage percent as set forth in A. preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for *BellSouth SWA*, the Company may, by written request, require the IC or End User to provide the data the IC or End User used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The IC or End User shall supply the data to an independent auditor within thirty days of the Company request. The IC or End User shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in C. following and upon request of the Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the IC or End User and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the IC or End User does not provide the requested data to the Company or independent auditor within (30) days of the notice of audit, the IC or End User will be in violation of this Tariff and subject to E2.1.8 preceding.

Where attempts to obtain the appropriate data from the IC or End User beyond the 30 day time limit have failed, the Company may provide such documentation to the FPSC as an indication of the IC or End User being in violation of this Tariff.

2. For *BellSouth SWA* service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and IC or End User will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and IC or End User shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

Note 1: Except where indicated herein, references to *BellSouth SWA FGs* will also include the applicable *BellSouth SWA* Basic Serving Arrangement as detailed in the matrix in E6.1.3.A. (e.g., the term *BellSouth SWA* FGA represents both *BellSouth SWA* FGA and *BellSouth SWA* LSBSA).

BELLSOUTH
TELECOMMUNICATIONS, INC.

ACCESS SERVICE TARIFF

Original Page 14

FLORIDA

ISSUED: July 1, 1996

EFFECTIVE: July 15, 1996

BY: Joseph P. Lacher, President - FL
Miami, Florida

E2. GENERAL REGULATIONS¹

(N)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

A. Jurisdictional Reports (Cont'd)

10. When mixed interstate and intrastate Dedicated Access Service is provided, the jurisdiction will be determined as follows. (Cont'd)

- If the IC or End User's estimate of the interstate traffic on the service involved constitutes more than 10 percent of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the BellSouth Telecommunications, Inc. Tariff FCC No. 1.

The IC or End User shall keep records from which the percentage of interstate and intrastate use was estimated and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The IC or End User shall supply the data within 30 days of the Company request.

B. Jurisdictional Report Verification

1. When an IC or End User provides a projected interstate usage percent as set forth in A. preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Switched Access, the Company may, by written request, require the IC or End User to provide the data the IC or End User used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The IC or End User shall supply the data to an independent auditor within thirty days of the Company request. The IC or End User shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in C. following and upon request of the Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the IC or End User and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the IC or End User does not provide the requested data to the Company or independent auditor within (30) days of the notice of audit, the IC or End User will be in violation of this Tariff and subject to E2.1.8 preceding.

Where attempts to obtain the appropriate data from the IC or End User beyond the 30 day time limit have failed, the Company may provide such documentation to the FPSC as an indication of the IC or End User being in violation of this Tariff.

2. For Switched Access Service, verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and IC or End User will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and IC or End User shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

EFFECTIVE: July 15, 1996

E2. GENERAL REGULATIONS¹

(N)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

B. Jurisdictional Report Verification (Cont'd)

3. Audits may be conducted by an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the IC or End user. If the IC or End User selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following FCC procedures for measuring interstate and intrastate traffic as established by Commission orders, and provide to the Company a report with supporting documentation to verify such procedures. In the event that the IC's auditor is agreed upon to perform the audit, the auditor shall produce an attestation audit report upon completion of the audit.

When an auditor cannot be agreed upon within 30 days by one of the three options above, the Joint LEC Audit Committee's auditor shall perform the audit.

4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage for Dedicated Access Service, the Company will ask the IC or End User to provide the data the IC or End User uses to determine the projected interstate percentage. The IC or End User shall supply the data to an independent auditor within thirty days of the Company request. The IC or End User shall keep records from which the percentage was determined and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

Where an independent auditor cannot be agreed upon within 30 days the IC or End User shall supply the data to the Joint LEC Audit Committee's auditor. If the IC or End User does not comply within the 30 day time frame, the FPSC shall be notified and provided with all documentation substantiating requests made by the Company.

C. Maintenance of IC Records

1. The IC, Reseller, End User and AOS provider shall retain for a minimum of six (6) months call detail records, that substantiate the percentage data provided to the Company as set forth in A. preceding for Switched Access Service. Such records shall consist of one of a. and b. (if applicable), following:
- All call detail records, such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed IC or End User traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the IC or End User's network; and
 - If the IC has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

ACCESS SERVICE TARIFF

Original Page 16

EFFECTIVE: July 15, 1996

E2. GENERAL REGULATIONS¹

(N)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

C. Maintenance of IC Records (Cont'd)

2. Correspondence between the Company and the IC or End User shall be limited to Certified U.S. Mail for the following: Audit Results, Choice of Auditor and Choice of Test Period. Response times by the parties shall be limited to the following: Audit Results-30 days, Choice of Auditor-30 days and Choice of Test Period-10 business days. In the absence of a response within these time frames, concurrence will be assumed on the contents of such correspondence, where applicable.

D. Audit Results for Switched Access

1. Audit results will be furnished to the IC or End User via Certified U.S. Mail (return receipt requested.) The Company will adjust the IC or End User's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit was completed, the usage for the quarter prior to completion of the audit, and to the usage for the two (2) quarters following the completion of the audit. After that time, the IC or End User may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the IC or End User represents a deviation of five percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding will be applied.
2. Both credit and debit adjustments will be made to the IC or End User's interstate and intrastate access charges for the specified period to accurately reflect the usage for the IC or End User's account consistent with E2.4.1 following.
3. If, as a result of an audit conducted by an independent auditor under contract to the Company, an IC or End User is found to have over stated the PIU by twenty percentage points or more, the Company shall require reimbursement from the IC or End User for the cost of the audit. The mutually agreed upon auditor will be paid for by the IC or End User. Such bill(s) shall be due and paid in immediately available funds thirty days from receipt and shall carry a late payment penalty as set forth in E2.4.1 following. If, after the 30 days, payment is not received from the IC or End User, all documentation that demonstrates attempts to collect the cost of the audit shall be turned over to the FPSC.

E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the IC or End User by Certified U.S. Mail (return receipt requested). The IC or End User may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the IC or End User by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the IC or End User, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the IC or End User within thirty (30) calendar days from the date the audit report is furnished to the Company by Certified U.S. Mail.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

E2. GENERAL REGULATIONS¹

(N)

E2.3 Obligations of the IC (Cont'd)

E2.3.14 Jurisdictional Report Requirements² (Cont'd)

E. Contested Audits (Cont'd)

2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the IC or End User. Arbitration is an option provided in addition to the IC or End User's existing right to file a complaint or legal action in a court of law or at the Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the IC or End User maintains a principle or significant presence as mutually agreed upon by both parties, or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the IC or End User's PIU based on A. preceding.
3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the timeframe noted above, the IC or End User must comply with the provisions set forth in D. preceding. If the IC or End User fails to comply with these provisions, the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the IC or End User as specified in E2.1.8 preceding.
5. The FPSC shall be notified and given all documentation that substantiates the IC or End User non-payment.

E2.3.15 Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access Service

- A. When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional feature and Basic Service Element (BSE) charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in E2.3.14.A preceding will serve as the basis for prorating the charges. The intrastate percentage will change as revised jurisdictional reports are submitted. The percentage of a Switched Access Service to be charged as intrastate is applied in the following manner:

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to Feature Groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix in E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).