

ORIGINAL

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COMMISSION
CLERK

September 25, 2001

Mrs. Blanca S. Bayó
Director, Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: **Docket No. 011265-TP**
**Complaint of BellSouth Telecommunications, Inc. Regarding the Practices
of Network Plus, Inc. in the Reporting of Percent Interstate Usage for
Compensation for Jurisdictional Access Services**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Complaint Regarding the Practices of Network Plus, Inc. in the Reporting of Percent Interstate Usage for Compensation for Jurisdictional Access Services, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me.

Sincerely,

James Meza III
James Meza III (KA)

Enclosures

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

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CERTIFICATE OF SERVICE
Docket No. _____

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
U.S. Mail and (*) Federal Express this 25th day of September, 2001 to the following:

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

Jim Crowley (*)
Network Plus, Inc.
Executive Vice President and COO
41 Pacella Park Drive
Randolph, MA 02368
Tel. No. (781) 473-2255



James Meza III (LA)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of BellSouth Telecommunications, Inc.)	
Regarding the Practices of Network Plus, Inc.)	Docket No. _____
in the Reporting of Percent Interstate Usage)	
for Compensation for Jurisdictional Access)	Filed: September 25, 2001
Services)	

COMPLAINT

BellSouth Telecommunications, Inc. (“BellSouth”), through its undersigned counsel, hereby files this Complaint against Network Plus, Inc. (“Network Plus”) pursuant to Florida Administrative Code Rules 25-22.036(2), 25-22.036(3)(b), and 28-106.201 and Florida Statutes Chapters 350 and 364.

In support of its Complaint, BellSouth avers the following:

1.

BellSouth provides local exchange telecommunications services in various states, including Alabama, Florida, Kentucky, North Carolina, Mississippi, South Carolina and Tennessee.

2.

Network Plus is an interexchange telecommunications company that provides intrastate and interstate interLATA long-distance service to customers in various states, including Florida.

3.

Interexchange companies, such as Network Plus, are dependent on the networks of local exchange companies, such as BellSouth, in order to access their customers. A typical interLATA long-distance telephone call originates on one local exchange company’s network, passes through another interexchange company’s facilities (one or more) and then terminates on the network of a local exchange company (which may be the same company on whose network

the call originated). Using local exchange companies' facilities to complete interLATA long-distance telephone calls is referred to as "access."

4.

Local exchange companies charge interexchange companies for access services on a per-minute-of-use basis. These charges are referred to as "access charges." Interexchange companies pay access charges both to the local exchange company on whose network the call originated ("originating access charges") and to the local exchange company on whose network the call terminated ("terminating access charges").

5.

The rates that BellSouth charges Network Plus for the access services described above vary according to whether, for each particular call, the access service is used to complete an intrastate long-distance telephone call or an interstate long-distance call. An intrastate call is one that originates within the same state as the called station. *See* § 2.3.14A.1.a of BellSouth's Access Services Tariff. The rate for an intrastate long-distance call is set by BellSouth's tariffs on file with and approved by this Commission. The rate for an interstate long-distance call is set by BellSouth's tariffs on file with and approved by the Federal Communications Commission ("FCC"). Historically there has been a difference between the intrastate access charges and interstate access charges.

6.

The monthly charge for interstate access services that BellSouth provides to Network Plus and similar interexchange companies is determined by (1) determining the total monthly usage (in minutes) attributable to that company; (2) calculating the percentage of interstate use ("PIU"); (3) multiplying the total monthly usage by the PIU; and (4) multiplying that figure by

the applicable interstate rate. The monthly charge for intrastate access services is determined by multiplying the total monthly usage by the intrastate usage (100% minus PIU), and then multiplying that figure by the applicable intrastate rate. The total monthly charge for access services is determined by adding the interstate and intrastate usage together.

7.

BellSouth can determine the total monthly usage (in minutes) attributable to a company. BellSouth can also determine the originating PIU (“OPIU”) because it is able to track which calls originate on its network. However, until recently, Bellsouth could not, through its own equipment, determine the terminating PIU (“TPIU”) for an interexchange company. Instead, the individual interexchange companies, such as Network Plus, had to report their TPIU to BellSouth. This reporting requirement is set forth in Sections E2.3.14(A) and (B) of BellSouth’s Access Services Tariff, which is on file with, and has been approved by, this Commission. In calculating the amounts due and owing from Network Plus and other interexchange companies for the terminating access services they purchased, BellSouth relied on each company’s integrity and the accuracy of their reports.

8.

Because the rates for interstate usage are typically lower than the rates for intrastate usage, an interexchange company can dramatically reduce its cost of doing business by overstating its PIU to BellSouth. This has the effect of overstating the percentage of calls that are subject to the lower interstate rates and understating the percentage of calls that are subject to the higher intrastate rates. In other words, if 50% of the calls that an interexchange company completes are interstate, but that company reports that 100% of its calls are interstate, the access charge that the interexchange company must pay BellSouth is drastically reduced.

9.

Recently, BellSouth installed a new computer system, the Agilent system, which permits BellSouth to determine TPIU for each interexchange company accurately.

10.

Because, (as Network Plus's own PIU reports verify), TPIUs do not vary dramatically overtime, BellSouth was able to employ the TPIUs determined by the new computer system to verify the accuracy of the TPIU previously reported to BellSouth by Network Plus for prior time periods.

11.

After reviewing Network Plus's call-activity records for the period from 1994 to 2000, BellSouth determined that Network Plus had misreported its TPIU for that period. As a result of the misreported TPIU, Network Plus paid lower intrastate access charges than it should have.

12.

Based on Network Plus's misreported TPIU, BellSouth underbilled Network Plus \$548,922.00 for the period between 1994 and 2000 with respect to terminating access service provided in Florida. When applicable late-payment charges are added, the total amount that Network Plus owes BellSouth for Florida is \$803,818.00.

13.

BellSouth transmitted the results of the TPIU review to Network Plus and made formal written demand upon Network Plus for payment of the amounts determined to be due and owing as a result of the review.

14.

Despite amicable demand, Network Plus has failed and refused to pay the charges due and owing to BellSouth.

WHEREFORE, Complainant, BellSouth Telecommunications, Inc., prays that, after due proceedings, there be judgment herein in its favor and against Respondent, Network Plus, as follows:

- (1) Ordering Network Plus to pay to BellSouth all sums due and owing to BellSouth for access services during the period between 1994 and 2000;
- (2) Ordering Network Plus to pay all applicable late-payment charges; and
- (3) For all other relief deemed appropriate under the law.

Respectfully submitted, this 25th day of September, 2001.

Nancy B. White

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