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ORIGINAL

July 16, 2002

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Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

020738 - TP

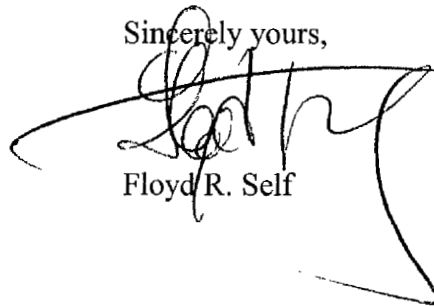
Dear Ms. Bayó:

Enclosed for filing on behalf of AT&T Communications of the Southern States, LLC are an original and fifteen copies of AT&T's Petition Requesting Suspension of and Cancellation of Switched Access Contract Tariff No. FL2002-02 Filed by BellSouth Telecommunications, Inc.

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

Thank you for your assistance with this filing.

Sincerely yours,



Floyd R. Self

FRS/amb

Enclosures

cc: Virginia Tate, Esq.
Parties of Record

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of AT&T Communications)
of the Southern States, LLC for suspension)
and cancellation of Switched Access)
Contract Tariff No. FL2002-02 filed by)
BellSouth Telecommunications, Inc.)
_____)

Docket No. : 020738-TP
Filed: July 16, 2002

**PETITION OF AT&T COMMUNICATIONS
OF THE SOUTHERN STATES, LLC
REQUESTING SUSPENSION OF AND CANCELLATION
OF SWITCHED ACCESS CONTRACT TARIFF NO. FL2002-02
FILED BY BELLSOUTH TELECOMMUNICATIONS INC.**

COMES NOW, AT&T Communications of the Southern States, LLC (AT&T), and hereby files this Petition requesting the suspension and cancellation of BellSouth Telecommunications, Inc.'s (BellSouth's) Switched Access Contract Tariff No. FL2002-01 by the Florida Public Service Commission for violations of the Telecommunications Act of 1996, rules of the Federal Communications Commission (FCC) and Chapter 364, Florida Statutes. In support of this petition AT&T states:

- 1. The name and address of the Petitioner is:

AT&T Communications of the Southern States, LLC
1200 Peachtree Street
Suite 8100
Atlanta, Georgia 30309

- 2. All pleadings, documents, correspondence, notices, staff recommendations and orders

filed, served or issued in this docket should be served on the following on behalf of Petitioners:

Tracy Hatch, Esq.
Floyd R. Self, Esq.
Messer, Caparello and Self, P.A.
P. O. Box 1876
Tallahassee, FL 32302

(850) 222-0720

Virginia Tate, Esq.
AT&T Communications of the Southern States, LLC
Suite 8100
1200 Peachtree Street, N.E.
Atlanta, GA 30309

3. This petition is filed pursuant to Chapters 120 and 364, Florida Statutes, the Telecommunications Act of 1996, and Rule 28-106.201, Florida Administrative Code.

4. Petitioner is certificated by the Florida Public Service Commission in Florida as an Interexchange Carrier (IXC) and an Alternative Local Exchange Telecommunications Company (ALEC).

5. Currently, BellSouth's Intrastate Access Services Tariff is the only tariff available to IXCs under which they may purchase "switched access services" from BellSouth. "Switched access charges" are the charges paid by IXCs to compensate BellSouth for originating and terminating long distance calls.¹ Such charges constitute a significant proportion of the total cost of a long distance call and, therefore, have a significant influence on long distance rates.

6. On June 3, 2002, BellSouth filed revisions to its Florida Access Services Tariff to add Section E26, Switched Access Contract Tariff No. FL2002-01 ("Revised Tariff"). The Revised Tariff carries an effective date of June 17, 2002. A copy of the Revised Tariff is attached hereto as Exhibit 1.

7. The Revised Tariff seeks to fundamentally change the switched access landscape in Florida, conveniently at a time when BellSouth soon hopes to enter the interLATA long distance

market in Florida through its affiliate BellSouth Long Distance, Inc. (BSLD).

8. Until the filing of this Revised Tariff, BellSouth has always charged all long distance carriers the same access charges. Now, BellSouth has proposed -- for the first time -- to charge some long distance carriers more than others for originating and terminating calls. Specifically, the Revised Tariff will allow BellSouth to enter into a special contract with an as yet unnamed long distance carrier with whom BellSouth has apparently been in negotiations. Under that contract, BellSouth will reduce access rates for that unnamed carrier by up to 35% while, at the same time, continuing to charge the regular tariffed rates to all other long distance carriers, including those which have the same amount of usage as the unnamed contract carrier.

9. This is the first time BellSouth has offered a customer specific contract service arrangements for switched access services. BellSouth's Revised Tariff is discriminatory on its face. It applies, for example, to a long distance carrier which has, during the first year of the contract, total minutes of not less than "1,054,830,619" and not more than "1,371,279,805" minutes.² For reasons not explained, the discounts "are not applicable to any usage levels outside" of that very narrow range. See Section E26.1.5 of the Revised Tariff. Furthermore, the contract is written so that the discounts apply only if the carrier's minutes of use are steadily increasing. A carrier which has the same total number of minutes as the "contract" carrier but does not have annual growth could not

1 When a customer dials a long distance call, the customer's local telephone company first delivers the call to the customer's long distance carrier. The long distance carrier pays "originating" access charges to the local carrier for delivering the call. Similarly, at the other end of the call, the long distance carrier pays "terminating" access charges to compensate the receiving party's local carrier for delivering the call to its final destination.

2 The specificity of these numbers clearly indicates that the tariff is designed for one, particular long distance carrier and is not intended for use by other carriers.

take advantage of these discounts. *Id.*³ Florida law does not allow for the type of special contract BellSouth has proposed in the Revised Tariff.

10. In particular, the discounts are designed to provide reduced access charges for specified levels of growth in switched access usage. This is a *growth* tariff which provides:

- a. To qualify for discounts, the IXC in Year 1 must exceed the minimum usage specified; in Year 2, it must exceed 102% of the minimum usage; and by Year 4, it must exceed 110% of the minimum usage.
- b. BellSouth applies a discount to the revenue associated with minutes that exceed the minimum usage (*i.e.*, growth or incremental volumes up to 30% of the minimum usage) during the relevant year.

11. Because the Revised Tariff provides discounts based only on “positive incremental” or growth of local switching minutes of use (MOU’s), the Revised Tariff only benefits those IXC’s, like BSLD, that will experience a growth in MOU volumes. An IXC, like AT&T, whose intrastate volume historically has been declining is discriminated against by the methodology of the Revised Tariff. Under this growth tariff, IXCs with *identical* traffic volumes will be paying disparate per-minute rates for switched access because the IXC with increasing switched access MOU volumes will be able to take advantage of the growth discount plan whereas customers in a “no growth” or “declining trend” mode cannot obtain the discount. Consequently, the effective per-minute switched access rate for customers with growth will be lower than the rate for customers with the same amount of traffic that do not exhibit growth.

12. BellSouth's discount growth rate in the Revised Tariff is blatantly anticompetitive and unreasonably discriminatory in its design and in its ultimate effect in violation of Sections

³ In other words, the proposed tariff is not a “volume discount,” as it is described in BellSouth’s “Executive Summary,” but a “growth” discount. Such growth discounts have been explicitly rejected by the FCC. *LEC Pricing Flexibility Order* (FCC 99-206, 14 FCC Rcd 14,221, ¶¶ 134-135 (1999)).

364.051(5), 364.08, 364.09, 364.10 and 364.3381, Florida Statutes, as well as Section 251(g) of the Telecommunications Act of 1996

13. With the prospect of this level of growth for BellSouth's long distance service, the effect and the timing of BellSouth's Revised Tariff is more than simply coincidental with its efforts to enter the full long distance market place. The only carrier that appears remotely likely to have sufficient initial switched access minutes-of-use (MOU) volumes to benefit from the tariff and that has the prospect of sufficient growth in MOUs to benefit is BellSouth. Not only will BellSouth take a substantial market share from the IXC's upon clearing the 271 bar, it will give itself a discount on its switched access charges in the process. Nothing could be more anticompetitive and discriminatory against the other IXC's and ALEC's that compete in the long distance market.

14. BellSouth has filed its Switched Access Contract Tariff in other states in its serving area. In Georgia, AT&T filed an intervention and explained the anticompetitive nature of the Tariff. Subsequently, on July 8, 2002, BellSouth filed a letter requesting that the Georgia Public Service Commission delay the effective date of the tariff due to questions raised by Commission staff. In North Carolina, the Utilities Commission issued an Order on June 25, 2002 suspending the tariff and requested that the parties negotiate to resolve the matter.

15. Petitioner anticipates that disputed issues of material fact will include, but not be limited to, BellSouth's disagreement with some or all of Petitioners' contentions set forth in this Petition.

16. Pursuant to Chapters 120 and 364, Florida Statutes, and applicable Commission rules and orders, the Commission should immediately suspend BellSouth's Switched Access Contract Tariff No. FL2002-01, schedule a formal administrative hearing to consider and resolve disputed

issues of fact and law concerning the effects and impacts of the Revised Tariff, and enter a final order denying and canceling the Revised Tariff.

WHEREFORE, Petitioner respectfully requests that the Commission:

A. Suspend the effectiveness of BellSouth's Switched Access Contract Tariff No.

FL2002-01;

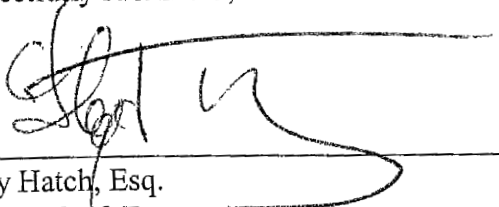
B. Schedule and conduct a formal administrative hearing to address disputed issues of fact and law regarding the Revised Tariff pursuant to Sections 120.569 and 120.57(1), Florida Statutes;

C. Enter a final order denying and canceling the Revised Tariff; and

D. Grant such further relief as the Commission deems just and proper.

Respectfully submitted this 16th day of July, 2002.

Respectfully submitted,



Tracy Hatch, Esq.
Floyd R. Self, Esq.
Messer Caparely and Self, P.A.
P. O. Box 1876
Tallahassee, FL 32302
(850) 222-0720

and

Virginia Tate
AT&T Communications of the Southern States, LLC
1200 Peachtree Street, N.E., Suite 8100
Atlanta, GA 30309

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: June 3, 2002
BY: Joseph P. Lacher, President -FL
Miami, Florida

ACCESS SERVICES TARIFF

Original Page 1

EFFECTIVE: June 17, 2002

E23. RESERVED FOR FUTURE USE

(N)

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TELECOMMUNICATIONS, INC.
FLORIDA
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ACCESS SERVICES TARIFF

Original Page 1

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E24. RESERVED FOR FUTURE USE

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Miami, Florida

E25. RESERVED FOR FUTURE USE

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FLORIDA
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Miami, Florida

ACCESS SERVICES TARIFF

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EFFECTIVE: June 17, 2002

E26. BELLSOUTH SWA CONTRACT TARIFFS

(N)

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(N)

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1 (N)

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1 (N)

E26.1.2 Subscription Conditions

1 (N)

E26.1.3 Mergers and Acquisitions and Transfer of Service

2 (N)

E26.1.4 BellSouth SWA Revenue Volume Discounts

2 (N)

E26.1.5 BellSouth SWA Contract Tariff No. FL2002-01 Volume Discount Plan

3 (N)

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ACCESS SERVICES TARIFF

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E26. BELLSOUTH SWA CONTRACT TARIFFS

(N)

E26.1 BellSouth SWA Contract Tariff No. FL2002-01

(N)

E26.1.1 General Regulations

(N)

- A. The start date of BellSouth SWA Contract Tariff No. FL2002-01 is the first bill period following subscription to this contract tariff. (N)
- B. BellSouth SWA Contract Tariff No. FL2002-01 shall terminate on August 13, 2007. (N)
- C. The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the state of Florida. (N)
- D. A customer that is similarly situated may subscribe within a period of thirty (30) days following the effective date of BellSouth SWA Contract Tariff No. FL2002-01. (N)

E26.1.2 Subscription Conditions

(N)

- A. To subscribe to BellSouth SWA Contract Tariff No. FL2002-01, the customer and the Company must execute a Letter of Agreement. The Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain: (N)
 - 1. BellSouth SWA Contract Tariff Number (N)
 - 2. Start and termination date of BellSouth SWA Contract Tariff (N)
 - 3. Customer's Name and Billing Address (N)
 - 4. Billing Account Number the credit will be applied (N)
 - 5. Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff (N)
 - 6. BellSouth SWA Contract Tariff term (i.e., 36, 48 or 60 months) (N)
 - 7. Minimum Usage Discount Table (N)
- B. To subscribe to BellSouth SWA Contract Tariff No. FL2002-01, the customer must have been a BellSouth SWA customer for the previous 18-months. (N)
- C. When the customer subscribes to BellSouth SWA Contract Tariff No. FL2002-01, the customer must identify to the Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. FL2002-01. (N)
- D. The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in BellSouth SWA Contract No. FL2002-01. (N)
- E. Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in E26.1.3 following. (N)
- F. A customer subscribing to BellSouth SWA Contract Tariff No. FL2002-01 may not subscribe to any other BellSouth SWA Contract Tariff that contains services as set forth in G. following. (N)
- G. The following BellSouth SWA services will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established minimum local switching usage. (N)
 - 1. BellSouth SWA Common Transport Service (N)
 - Facility Termination, per minute of use (N)
 - Per Mile, per minute of use (N)
 - DS3 to DS1 Multiplexer, per minute of use (N)
 - DS1 to VG Multiplexer, per minute of use (N)
 - 2. Access Tandem Switching (N)
 - Dedicated Tandem Trunk Port Service (N)
 - Per DSO/VG trunk port required (N)
 - Per DS1 trunk port required (N)
 - DS1 to VG Channelization (N)

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ACCESS SERVICES TARIFF

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E26. BELLSOUTH SWA CONTRACT TARIFFS**E26.1 BellSouth SWA Contract Tariff No. FL2002-01 (Cont'd)**

(N)

E26.1.2 Subscription Conditions (Cont'd)

(N)

G. (Cont'd)

(N)

3. Local Switching

(N)

Local Switching 1

(N)

Local Switching 2

(N)

Local Switching 3

(N)

Local Switching 4

(N)

Common Trunk Port Service

(N)

Per each Common Transport trunk termination, per minute of use

(N)

Dedicated End Office Trunk Port Service

(N)

Per DSO/VG trunk port required

(N)

Per DS1 trunk port required

(N)

H. A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in E26.1.5.B. following.

(N)

I. Cancellation of BellSouth SWA Contract Tariff No. FL2002-01

(N)

1. During the term period of BellSouth SWA Contract Tariff No. FL2002-01, a customer may cancel BellSouth Contract Tariff No. FL2002-01 and subsequently subscribe to another BellSouth SWA Contract Tariff only one time.

(N)

2. Cancellation of BellSouth SWA Contract Tariff No. FL2002-01 and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. FL2002-01 and upon meeting one of the following conditions:

(N)

a. During the first year of BellSouth SWA Contract Tariff No. FL2002-01, the local switching usage achieved is 10 percent below the minimum usage;

(N)

b. During the remaining years of BellSouth SWA Contract Tariff No. FL2002-01, the local switching usage is below the minimum usage.

(N)

c. Local switching usage exceeds the discount usage cap.

(N)

d. Customer adds CIC codes that are desired to become part of the volume discount contract tariff.

(N)

J. Rates and charges for the BellSouth SWA services included in BellSouth SWA Contract Tariff No. FL2002-01 are as set forth in Section E6. of this Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Sections E2. and E5. of this Tariff.

(N)

E26.1.3 Mergers and Acquisitions and Transfer of Service

(N)

A. In the event the customer merges with another company or is acquired by another company; the following regulations will apply:

(N)

1. The customer may elect to terminate subscription to BellSouth SWA Contract Tariff No. FL2002-01.

(N)

2. The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. FL2002-01.

(N)

3. The customer may continue subscribing to BellSouth SWA Contract Tariff No. FL2002-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.

(N)

B. If customer requests a transfer of service, pursuant to Transfer of Service regulations in Sections E2. and E6. of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. FL2002-01 shall be terminated.

(N)

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ACCESS SERVICES TARIFF

Original Page 3

FLORIDA

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Miami, Florida

E26. BELLSOUTH SWA CONTRACT TARIFFS

E26.1 BellSouth SWA Contract Tariff No. FL2002-01 (Cont'd)

E26.1.4 BellSouth SWA Revenue Volume Discounts

- A. Each year of BellSouth SWA Contract Tariff No. FL2002-01 is defined as twelve (12) consecutive bill periods. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the bill period after the beginning date of BellSouth SWA Contract Tariff No. FL2002-01. For example, if the beginning date of BellSouth SWA Contract Tariff No. FL2002-01 is June 6, 2002 bill period, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 6, 2002 bill period. (N)
- B. The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of each year of the BellSouth SWA Contract Tariff No. FL2002-01. During the second month following the end of each year of the BellSouth SWA Contract Tariff No. FL2002-01, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill. (N)
- C. True-up provisions will be made during the first quarter after the termination date of BellSouth SWA Contract No. FL2002-01. (N)
- D. The BellSouth SWA volume discounts are applicable to the usage sensitive and recurring revenues of the BellSouth SWA services as set forth in E26.1.2.G. preceding. (N)
- E. The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. FL2002-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues. (N)
- F. The BellSouth SWA services to which the volume discounts provided under BellSouth SWA Contract Tariff No. FL2002-01 apply shall only be subject to service assurance warranty regulations specified in E2.4.4 of this Tariff. (N)

E26.1.5 BellSouth SWA Contract Tariff No. FL2002-01 Volume Discount Plan

- A. BellSouth SWA Contract Tariff No. FL2002-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) above a stated minimum usage. Annual volume discounts will be determined by the local switching usage volume and the year of the contract in which the local switching usage volume is achieved. (N)
- B. The minimum usage and the achievable volume discounts associated with the BellSouth SWA services are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below: (N)

Minimum Usage (MOU)	Usage Ranges (MOU)	Volume Discount Percentages				
		Year 1	Year 2	Year 3	Year 4	Year 5
1,054,830,619	1,054,830,619 – 1,075,927,232	7%	-	-	-	-
	>1,075,927,232 – 1,160,313,681	10%	15%	20%	-	-
	>1,160,313,681 – 1,371,279,805	15%	20%	25%	30%	35%

- C. The annual local switching usage included in BellSouth SWA Contract Tariff No. FL2002-01 eligible for volume discount is determined by subtracting the minimum usage from the achieved local switching usage for each year. (N)
- D. Dividing the annual local switching usage eligible for volume discount for a given year of BellSouth SWA Contract Tariff No. FL2002-01 by the minimum local switching usage will develop the usage factor. (N)
- E. A usage factor (greater than zero) will be applied to the eligible BellSouth SWA revenue generated by the BellSouth SWA services identified in E26.1.2.G. preceding. This calculation produces the annual revenue eligible for discount. (N)
- F. The discount percent achieved, as set forth in B. preceding, is based upon the minimum usage required, the usage factor achieved and the term year. (N)
- G. The volume discount received for a given year under BellSouth SWA Contract Tariff No. FL2002-01 is determined by multiplying the eligible BellSouth SWA revenue times the discount factor achieved. (N)

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 Miami, Florida

ACCESS SERVICES TARIFF

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E26. BELLSOUTH SWA CONTRACT TARIFFS

E26.1 BellSouth SWA Contract Tariff No. FL2002-01 (Cont'd)

(N)

E26.1.5 BellSouth SWA Contract Tariff No. FL2002-01 Volume Discount Plan (Cont'd)

(N)

H. Following is an example of how the annual BellSouth SWA volume discount will be determined.

(N)

BellSouth SWA Contract Tariff Volume Discount Calculation

(N)

Customer Information

(N)

Customer subscribed to a five year BellSouth SWA Contract Tariff and is in the 4th year of the contract term. The customer's local switching minimum usage is 5,000,000,000 minutes of use. The annual local switching usage for year 4 is 5,750,000,000 minutes of use and the eligible BellSouth SWA revenues for year 4 is \$25,000,000.

(N)

Year 4 Usage Eligible for Discount = Year 4 Usage - Minimum Usage

(N)

= 5.75B MOU - 5B MOU

(N)

= 750M MOU

(N)

Year 4 Usage Factor = $\frac{\text{Year 4 Annual Usage}}{\text{Minimum Usage}}$

(N)

= $\frac{750M MOU}{5B MOU}$

(N)

= .15

(N)

Year 4 Revenue Eligible for Discount = Year 4 Usage Factor X Year 4 eligible BellSouth SWA Revenue

(N)

= .15 X \$25,000,000

(N)

= \$3,750,000

(N)

Year 4 Volume Discount = Year 4 Revenue Eligible for Discount X Discount Factor

(N)

= \$3,750,000 X .30

(N)

= \$1,125,000

(N)

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Miami, Florida

ACCESS SERVICES TARIFF

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

ACCESS SERVICES TARIFF

Ninth Revised Page 2
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Billing Service.....	E8.2
Bipolar with 8 Zero Substitution (B8ZS).....	E2.
Bridging (Dedicated Access Services).....	E7.

(N)

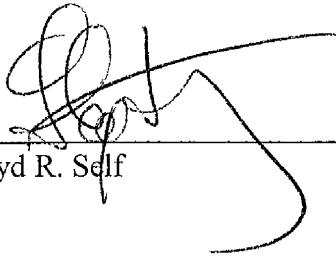
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery to the following this 16th day of July, 2002:

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