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August 26, 2002

VIA HAND DELIVERY

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

020919-TP

Re: Complaint of AT&T Communications of the Southern States, LLC, Teleport Communications Group, Inc., and TCG South Florida For Enforcement of Interconnection Agreements with BellSouth Telecommunications, Inc.

Dear Mrs. Bayo:

Enclosed is an original and fifteen copies of Complaint of AT&T Communications of the Southern States, LLC, Teleport Communications Group, Inc., and TCG South Florida For Enforcement of Interconnection Agreements with BellSouth Telecommunications, Inc.

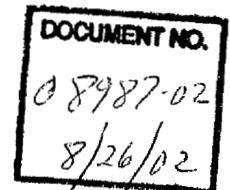
Please stamp two (2) copies of the Complaint in the usual manner and return to us via our courier.

If you have any questions, please do not hesitate to contact me at 404-888-7437.

Sincerely yours,

*Loretta A. Cecil*  
Loretta A. Cecil

Enclosure(s)



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Complaint Of AT&T Communications )  
Of The Southern States, LLC, Teleport ) Docket No. \_\_\_\_\_  
Telecommunications Group, Inc., And TCG )  
South Florida For Enforcement of ) Filed: August 26, 2002  
Interconnection Agreements With BellSouth )  
Telecommunications, Inc. )  
\_\_\_\_\_ )

**COMPLAINT OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC, TELEPORT COMMUNICATIONS GROUP, INC., AND TCG SOUTH FLORIDA FOR ENFORCEMENT OF INTERCONNECTION AGREEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC.**

AT&T Communications of the Southern States, LLC ("AT&T"), Teleport Communications Group, Inc., and TCG South Florida (hereinafter referred to collectively as "AT&T"), by and through their undersigned counsel, and pursuant to Section 364.01, Florida Statutes, and Rule 25-22.036(2), Florida Administrative Code, and 47 U.S.C. §§251(b)(5) and 252(d)(2) of the Telecommunications Act of 1996 ("Act"),<sup>1</sup> hereby files this Complaint against BellSouth Telecommunications, Inc. ("BellSouth") for BellSouth's breach of its obligation to charge AT&T at reciprocal compensation rates for the transport and termination of local traffic under two interconnection agreements entered into between AT&T and BellSouth pursuant to Section 251 of the Act and approved by the Florida Public Service Commission

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<sup>1</sup> Pub. L. No. 104-104, 110 Stat. 56, amending 47 U.S.C. Section 201, Communications Act of 1934. When referring to the 1996 Act in this Complaint, AT&T will use only the 1996 Act's Section numbers(s) without further reference to the U.S. Code.

("Commission") under Section 252 of the Act (collectively "Interconnection Agreements").<sup>2</sup>

**I. PARTIES**

1. The complete name and address of the Complainant is:

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

Teleport Communications Group, Inc.  
TCG South Florida  
1 East Broward Boulevard  
Suite 910  
Fort Lauderdale, FL 33301  
(954) 453-4200 (Telephone)  
(954) 453-4444 (Fax)

2. All pleadings, notices, staff recommendations, orders and other documents filed or served in this docket should be served upon the following on behalf of AT&T:

Loretta A. Cecil, Esq.  
Florida Bar No. 358983  
Womble Carlyle Sandridge & Rice PLLC  
1201 West Peachtree Street  
Suite 3500  
Atlanta, GA 30309  
(404) 888-7437 (telephone)  
(404) 870-4826 (facsimile)

With copies sent to:

---

<sup>2</sup> The "effective time periods" and other relevant terms and conditions of the Interconnection Agreements which are the subject of this Complaint are set forth in Paragraphs 9 through 18 below. Throughout this Complaint, AT&T will refer to the Interconnection Agreements individually as "First Interconnection Agreement" and "Second Interconnection Agreement," and collectively as the "Interconnection Agreements."

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

3. AT&T Communications of the Southern States, LLC is authorized to provide local exchange telecommunications services in the State of Florida pursuant to "Alternative Local Exchange Telecommunications Certificate No. 4037" issued by Order of the Commission on May 7, 1996. Teleport Communications Group, Inc. is the holding company parent of TCG South Florida. TCG South Florida is authorized to provide local exchange telecommunications service in the State of Florida pursuant to "Alternative Local Exchange Telecommunications Certificate No. 3519" issued by Order of the Commission to TCG on October 19, 1995.

4. The complete name and principal place of business of Respondent is:

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

5. BellSouth is a "local exchange telecommunications company" as defined in Section 364.02(2), Florida Statutes, and certificated by the Commission to provide local exchange telecommunications service within

the State of Florida. BellSouth also is an "incumbent local exchange carrier" as defined in Section 251(h)(1) of the Act.

## **II. SUMMARY OF RELIEF REQUESTED**

6. AT&T asks the Commission to declare, and find, that:

(a) "local traffic" ("Local Traffic"), as that term is used in Second Interconnection Agreement, includes all "LATAwide" calls, meaning all calls within a local access and transport area as defined in Section 3(a)(1)(2)(43) of the Act ("LATAwide Traffic");

(b) the reciprocal compensation rates set forth in Section 5.3.3 of Exhibit 1 to First Amendment to Second Interconnection Agreement ("Reciprocal Compensation Rates") apply to all Local Traffic (including LATAwide Traffic) transported and terminated by BellSouth for AT&T;

(c) BellSouth's switched access rates ("Switched Access Rates") apply only to calls requiring transmission or switching services for the purposes of the origination and termination of intrastate interLATA and interstate interLATA calls ("Switched Access Traffic");

(d) all terms of Second Interconnection Agreement (including, specifically, the definitions of Local Traffic and Switched Access Traffic as set forth in Paragraph 6(a) and 6(c) above and the Reciprocal Compensation Rates set forth in Paragraph 6(b) above) apply retroactively to First Interconnection Agreement from June 11, 2000 forward ("Retroactivity Provision");

(e) BellSouth has breached the Interconnection Agreements and violated Section 252(d)(2) of the Act by failing to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement (and issue appropriate credits to AT&T) for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic), as that term is used in Second Interconnection Agreement, and applies retroactively to First Interconnection Agreement by virtue of the Retroactivity Provision;

(f) AT&T is entitled to enforcement of the Interconnection Agreements, and BellSouth is ordered to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement for transportation and termination of Local Traffic (including all LATAwide Traffic), and issue credits owed to AT&T in the amount of \$4,630,821 for the period beginning July 1, 2001, inclusive, through May 31, 2002<sup>3</sup>;

(g) BellSouth is obligated to AT&T for late payments at the rate of one and one half percent (1 and ½ %) per month, times all credit amounts owed, beginning July 1, 2001.

(h) BellSouth is obligated to charge AT&T, and the Commission orders BellSouth to charge AT&T, the Reciprocal Compensation Rates as

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<sup>3</sup> The credit amount of \$4,630,821 represents overbilling by BellSouth to AT&T from July 1, 2001 through May 31, 2002. To the extent BellSouth has improperly charged, and continues to improperly charge, AT&T at BellSouth's Switched Access Rates for the transport and termination of Local Traffic (including all LATAwide Traffic) beyond May 31, 2002, AT&T requests the Commission also to order BellSouth to credit AT&T for any overbillings in excess of \$4,630,821, plus applicable late payments.

set forth in the Second Interconnection Agreement for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic) on a going forward basis.

### **III. JURISDICTION OF THE COMMISSION**

7. This Commission has jurisdiction to enforce the terms of the Interconnection Agreements pursuant to Section 252 of the Act and Section 364.01, Florida Statutes. Moreover, Section 16 of Second Interconnection Agreement, which applies to First Interconnection Agreement by virtue of the Retroactivity Provision, allows AT&T to petition this Commission for a resolution of any disputes that arise as to interpretation of the Interconnection Agreements.

### **IV. NATURE OF THE CONTROVERSY**

8. This controversy involves enforcement of the Interconnection Agreements entered into between AT&T and BellSouth regarding BellSouth's obligation to charge AT&T Reciprocal Compensation Rates for the transport and termination of Local Traffic (including all LATAwide Traffic) as agreed to by BellSouth in Second Interconnection Agreement. BellSouth's obligation to charge AT&T Reciprocal Compensation Rates for the transport and termination of Local Traffic (including all LATAwide Traffic) also applies to First Interconnection Agreement by virtue of the Retroactivity Agreement.

9. First Interconnection Agreement was executed by AT&T Communications of the Southern States, Inc. (the predecessor to AT&T

Communications of the Southern States, LLC) and BellSouth following negotiations and an arbitration decided by this Commission in Docket No. 960833-TP. It was approved by this Commission by Order PSC-97-0724-FOF-TP on June 19, 1997; was effective beginning June 10, 1997; and by its own terms continued until Second Interconnection Agreement became effective.<sup>4</sup> Provisions from First Interconnection Agreement which are relevant to this Complaint are attached hereto and incorporated by this reference as Exhibit 1.<sup>5</sup>

10. Subsequently, on September 21, 1999, in Order No. PSC-99-1877-FOF-TP, the Commission approved TCG South Florida's adoption in its entirety of First Interconnection Agreement.

11. Although First Interconnection Agreement was to expire three years from its effective date of June 10, 1997, or June 10, 2000, the Retroactivity Provision included in Section 2.3 thereof continued the effectiveness of First Interconnection Agreement for some time thereafter. Specifically, Section 2.3 provided that in the event First Interconnection Agreement expired before BellSouth and AT&T had executed another "follow-on" or "second" interconnection agreement, or before this Commission had issued its arbitration order in any "follow-on" or "second"

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<sup>4</sup> For a discussion of the continuation of First Interconnection Agreement until Second Interconnection Agreement became effective, see Paragraph 11 below.

<sup>5</sup> AT&T requests that the Commission take judicial notice of the entirety of First Interconnection Agreement.



arbitration, that the terms subsequently agreed to by the Parties or so ordered by this Commission in any “follow-on” or “second” arbitration would be retroactive to the day following expiration of First Interconnection Agreement, or June 11, 2000, and that First Interconnection Agreement would remain in effect until the “follow-on” or “second” interconnection agreement became effective. Relevant language of Section 2.3 of the General Terms and Conditions of First Interconnection Agreement is as follows:

The Parties further agree that in the event the Commission does not issue its Order by the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, ***will be retroactive to the day following the expiration of this Agreement. Until the Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions, and prices of this Agreement that are then in effect.*** [Emphasis Added]

12. Thereafter, Second Interconnection Agreement was executed by AT&T and BellSouth following another period of negotiations and a second arbitration decided by this Commission in Docket No. 000731-TP. Second Interconnection Agreement was approved by this Commission on December 7, 2001, in Order No. PSC-01-2357-FOF-TP and again was effective for another three-year term, beginning October 26, 2001, as to both AT&T Communications of the Southern States, Inc. (predecessor to AT&T Communications of the Southern States, LLC) and TCG South Florida. Provisions from Second Interconnection Agreement which are relevant to

this Complaint are attached hereto and incorporated by this reference as Exhibit 2.<sup>6</sup>

13. Regarding BellSouth's obligation to charge AT&T Reciprocal Compensation Rates for the transport and termination of Local Traffic (including all LATAwide Traffic), Section 5.3.1 of Attachment 3<sup>7</sup> of Second Interconnection Agreement provides as follows:

For the treatment of local and ISP bound traffic in this Agreement, the Parties agree to implement the FCC's Order on Remand and Report and Order in CC Docket No. 96-98 and 96-68 released April 27, 2001 ("ISP Order on Remand"). The Parties further agree to amend this agreement, within sixty days of execution, to incorporate language reflecting the FCC ISP Order on Remand. At such time as that amendment is finalized, the Parties agree to work cooperatively to "true-up" compensation amounts consistent with the terms of the amended language from the effective date of the FCC Order on Remand to the date that the amendment is finalized...***Additionally, the Parties agree to apply a "LATAwide" local concept to this Attachment 3, meaning that traffic that has traditionally been treated as intraLATA toll traffic will now be treated as local for intercarrier compensation purposes, except those calls that are originated or terminated through switched access arrangements as established by the State Commission or FCC.*** [Emphasis Added]

14. As to LATAwide Traffic that was to be treated as Local Traffic for purposes of intercarrier compensation, AT&T and BellSouth agreed to a definition of Switched Access Traffic, which was "interrelated" to Section

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<sup>6</sup> AT&T requests that the Commission take judicial notice of the entirety of Second Interconnection Agreement, as well as those provisions from Exhibit 2.

<sup>7</sup> Attachment 3 of Second Interconnection Agreement governs numerous "interconnection" issues between BellSouth and AT&T, including pricing and reciprocal compensation obligations.

5.3.1. of Attachment 3 discussed in Paragraph 13 above. In particular, Section 5.3.3 of Attachment 3 to Second Interconnection Agreement provides as follows:

***Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Intrastate InterLATA and Interstate InterLATA traffic.***

Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature group A, Feature Group B, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors. Additionally, if BellSouth or AT&T is the other party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other party the appropriate tariff charges for originating switched access services. The Parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions which cross local calling area boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving in rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by an effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic; if any, provided, however, that any VOIP transmission which originates in one LATA and terminated in another LATA (i.e., the end-to-end points of the call), shall not be compensated as Local Traffic. ***This Section is interrelated to Section 5.3.1.1.*** [Emphasis Added.]

15. Effective April 18, 2002, AT&T and BellSouth executed First Amendment to the Second Interconnection Agreement "implementing" the FCC's ISP Order on Remand. This "implementation" was memorialized in Exhibit 1 to First Amendment of Second Interconnection Agreement. The parties subsequently filed First Amendment to Second Interconnection

Agreement, and its accompanying Exhibit 1, with this Commission in Docket No. 000731-TP; the Commission's approval is pending. A copy of First Amendment to Second Interconnection Agreement, and its accompanying Exhibit 1, is attached hereto and incorporated by this reference as Exhibit 3.<sup>8</sup>

16. In Section 5.3.3 of Exhibit 1 of First Amendment to Second Interconnection Agreement, BellSouth agreed with AT&T to the following Reciprocal Compensation Rates for the transport and termination of Local Traffic (including all LATAwide Traffic):

- 5.3.3 All Local and ISP Traffic that is exchanged pursuant to this Agreement shall be compensated as follows:
  - 5.3.3.1 Commencing on July 1, 2001 and continuing until December 31, 2001, \$.0015 per minute of use.
  - 5.3.3.2 Commencing on January 1, 2002 and continuing until June 30, 2003, \$.0010 per minute of use.
  - 5.3.3.4 Commencing on July 1, 2003 and continuing until June 30, 2004, or until further FCC action (whichever is later), \$.0007 per minute of use.
  - 5.3.3.4 No other per MOU charges shall apply to the carriage of Local and ISP Traffic by either Party for the other Party except as set forth above...

17. Additionally, regarding the application of the Reciprocal Compensation Rates to Local Traffic (including all LATAwide Traffic), the Parties also continued to apply a "LATAwide concept" by repeating the "LATAwide concept" language from Section 5.3.1 of Second Interconnection

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<sup>8</sup> AT&T requests that the Commission take judicial notice of First Amendment to Second Interconnection Agreement, and its accompanying Exhibit 1.

Agreement (as set forth in Paragraph 13 above) in Section 5.3.1.1 of Exhibit 1 to First Amendment to Second Interconnection Agreement. The Parties also continued to define Switched Access Traffic by repeating the definition of Switched Access Traffic from Section 5.3.3 of the Second Interconnection Agreement (as set forth in Paragraph 14 above) in Section 5.3.10 of Exhibit 1 to First Amendment to Second Interconnection Agreement.

18. Accordingly, Reciprocal Compensation Rates for all Local Traffic (including all LATAwide Traffic) transported and terminated by BellSouth for AT&T are as set forth in Paragraph 16 above.

19. For the period July 1, 2001 through May 31, 2002, BellSouth improperly charged AT&T for transporting and terminating Local Traffic (including all LATAwide Traffic) by charging AT&T at BellSouth's higher Switched Access Rates.

20. For the period July 1, 2001 through May 31, 2002, BellSouth should have charged AT&T for transporting and terminating Local Traffic (including all LATAwide Traffic) at the lower Reciprocal Compensation Rates set forth in Section 5.3.3 of Exhibit 1 to First Amendment of Second Interconnection Agreement.

21. AT&T has asked BellSouth to charge AT&T (and issue appropriate credits) for transporting and terminating Local Traffic (including all LATAwide Traffic) at the lower Reciprocal Compensation Rates set forth in Second Interconnection Agreement, but to date, BellSouth has refused.

Thus, BellSouth has improperly charged AT&T for transporting and terminating Local Traffic (including all LATAwide Traffic) by \$4,630,821 for the period July 1, 2001 through May 31, 2002.<sup>9</sup> Details regarding such improper charges by BellSouth are attached hereto and incorporated by this reference as Exhibit 4.

22. Because AT&T has paid BellSouth for these improper charges, AT&T is entitled to an immediate credit from BellSouth in the amount of \$4,630,821 for the period July 1, 2001 through May 31, 2002, plus potential additional credits for any improper charges billed beyond May 31, 2002.

23. AT&T also is entitled to recover late payments from BellSouth at the rate of one and one half percent (1 and ½%) per month, times all credit amounts owed, beginning July 1, 2001.

24. BellSouth's failure to properly charge and credit AT&T for the transport and termination of Local Traffic (including all LATAwide Traffic) in accordance with the Reciprocal Compensation Rates set forth in Second Interconnection Agreement not only constitutes a breach of the Interconnection Agreements, but such failure also violates the 1996 Act. Specifically, Section 252(d)(2) imposes a duty upon BellSouth to charge

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<sup>9</sup> Again, to the extent BellSouth has improperly charged, and continues to improperly charge, AT&T at BellSouth's Switched Access Rates for transporting and terminating Local Traffic (including all LATAwide Traffic) beyond May 31, 2002, AT&T requests the Commission also to order BellSouth to credit AT&T for any overbillings in excess of \$4,630,821, plus applicable late payments.

AT&T on a reciprocal basis for the transport and termination of "local" calls that originate on AT&T's network, but terminate on BellSouth's network.

**V. COUNT I: DECLARATORY RELIEF**

25. AT&T restates and incorporates by reference each and every allegation stated above as though fully set forth herein.

26. AT&T requests the Commission to declare that:

(a) "local traffic" ("Local Traffic") as that term is used in the Second Interconnection Agreement, includes all LATAwide calls, meaning all calls within a local access and transport area as defined in Section 3(a)(1)(2)(43) of the Act ("LATAwide Traffic");

(b) the reciprocal compensation rates in Section 5.3.3 of Exhibit 1 to First Amendment to Second Interconnection Agreement ("Reciprocal Compensation Rates") apply to all Local Traffic (including LATAwide Traffic) transported and terminated by BellSouth for AT&T;

(c) BellSouth's switched access rates ("Switched Access Rates") apply only to calls requiring transmission or switching services for the purposes of the origination and termination of intrastate interLATA and interstate interLATA calls "(Switched Access Traffic");

(d) all terms of Second Interconnection Agreement (including, specifically, the definitions of Local Traffic and Switched Access Traffic as set forth in Paragraph 6(a) and 6(c) above and the Reciprocal Compensation Rates set forth in Paragraph 6(b) above) apply retroactively to the First

Interconnection Agreement from June 11, 2000 forward (“Retroactivity Provision”);

(e) BellSouth has breached the Interconnection Agreements and violated Section 252(d)(2) of the Act by failing to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement (and issue appropriate credits to AT&T) for BellSouth’s transport and termination of Local Traffic (including all LATAwide Traffic), as that term is used in Second Interconnection Agreement, and applies to First Interconnection Agreement by virtue of the Retroactivity Provision;

(f) AT&T is entitled to enforcement of the Interconnection Agreements, and BellSouth is ordered to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement for transportation and termination of Local Traffic (including all LATAwide Traffic), and issue credits owed to AT&T in the amount of \$4,630,821 for the period beginning July 1, 2001, inclusive, through May 31, 2002, plus potential additional credits for any improper charges billed beyond May 31, 2002;

(g) BellSouth is obligated to AT&T for late payments at the rate of one and one half percent (1 and %) per month, times all credit amounts owed, beginning July 1, 2001.

(h) BellSouth is obligated to charge AT&T, and the Commission orders BellSouth to charge AT&T, the Reciprocal Compensation Rates as set



forth in the Second Interconnection Agreement for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic) on a going forward basis.

**VI. COUNT II: BREACH OF INTERCONNECTION AGREEMENT**

27. AT&T restates and incorporates by reference each and every allegation in the above paragraphs as though fully set forth herein.

28. AT&T requests the Commission declare that:

(a) "local traffic" ("Local Traffic") as that term is used in the Second Interconnection Agreement, includes all LATAwide calls, meaning all calls within a local access and transport area as defined in Section 3(a)(1)(2)(43) of the Act ("LATAwide Traffic");

(b) the reciprocal compensation rates in Section 5.3.3 of Exhibit 1 to First Amendment to Second Interconnection Agreement ("Reciprocal Compensation Rates") apply to all Local Traffic (including LATAwide Traffic) transported and terminated by BellSouth for AT&T;

(c) BellSouth's switched access rates ("Switched Access Rates") apply only to calls requiring transmission or switching services for the purposes of the origination and termination of intrastate interLATA and interstate interLATA calls (Switched Access Traffic);

(d) all terms of Second Interconnection Agreement (including, specifically, the definitions of Local Traffic and Switched Access Traffic as set forth in Paragraph 6(a) and 6(c) above and the Reciprocal Compensation

Rates set forth in Paragraph 6(b) above) apply retroactively to the First Interconnection Agreement from June 11, 2000 forward ("Retroactivity Provision");

(e) BellSouth has breached the Interconnection Agreements and violated Section 252(d)(2) of the Act by failing to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement (and issue appropriate credits to AT&T) for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic), as that term is used in Second Interconnection Agreement, and applies to First Interconnection Agreement by virtue of the Retroactivity Provision;

(f) AT&T is entitled to enforcement of the Interconnection Agreements, and BellSouth is ordered to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement for transportation and termination of Local Traffic (including all LATAwide Traffic), and issue credits owed to AT&T in the amount of \$4,630,821 for the period beginning July 1, 2001, inclusive, through May 31, 2002, plus potential additional credits for any improper charges billed beyond May 31, 2002;

(g) BellSouth is obligated to AT&T for late payments at the rate of one and one half percent (1 and %) per month, times on all credit amounts owed, beginning July 1, 2001;

(h) BellSouth is obligated to charge AT&T, and the Commission orders BellSouth to charge AT&T, the Reciprocal Compensation Rates as set forth in the Second Interconnection Agreement for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic) on a going forward basis.

## **VII. PRAYER FOR RELIEF**

WHEREFORE, AT&T requests that the Commission to declare and find that:

(a) "local traffic" ("Local Traffic") as that term is used in the Second Interconnection Agreement, includes all LATAwide Traffic, meaning all calls within a local access and transport area as defined in Section 3(a)(1)(2)(43) of the Act ("LATAwide Traffic");

(b) the reciprocal compensation rates in Section 5.3.3 of Exhibit 1 to First Amendment to Second Interconnection Agreement ("Reciprocal Compensation Rates") apply to all Local Traffic (including LATAwide Traffic) transported and terminated by BellSouth for AT&T;

(c) BellSouth's switched access rates ("Switched Access Rates") apply only to calls requiring transmission or switching services for the purposes of the origination and termination of intrastate interLATA and interstate interLATA calls ("Switched Access Traffic");

(d) all terms of Second Interconnection Agreement (including, specifically, the definitions of Local Traffic and Switched Access Traffic as

set forth in Paragraph 6(a) and 6(c) above and the Reciprocal Compensation Rates set forth in Paragraph 6(b) above) apply retroactively to the First Interconnection Agreement from June 11, 2000 forward ("Retroactivity Provision");

(e) BellSouth has breached the Interconnection Agreements and violated Section 252(d)(2) of the Act by failing to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement (and issue appropriate credits to AT&T) for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic), as that term is used in Second Interconnection Agreement, and applies to First Interconnection Agreement by virtue of the Retroactivity Provision;

(f) AT&T is entitled to enforcement of the Interconnection Agreements, and BellSouth is ordered to charge AT&T the Reciprocal Compensation Rates set forth in Second Interconnection Agreement for transportation and termination of Local Traffic (including all LATAwide Traffic), and issue credits owed to AT&T in the amount of \$4,630,821 for the period beginning July 1, 2001, inclusive, through May 31, 2002, plus potential additional credits for any improper charges billed beyond May 31, 2002;

(g) BellSouth is obligated to AT&T for late payments at the rate of one and one half percent (1 and ½%) per month times, times all credit amounts owed, beginning July 1, 2001;

(h) BellSouth is obligated to charge AT&T, and the Commission orders BellSouth to charge AT&T, the Reciprocal Compensation Rates as set forth in the Second Interconnection Agreement for BellSouth's transport and termination of Local Traffic (including all LATAwide Traffic) on a going forward basis; and

(i) for such other relief as the Commission deems appropriate.

Respectfully submitted this 26th day of August 2002.



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Loretta A. Cecil, Esq.

Florida Bar No. 358983

Womble Carlyle Sandridge & Rice PLLC

1201 West Peachtree Street

Suite 3500

Atlanta, GA 30309

(404) 888-7437 (telephone)

(404) 870-4826 (facsimile)

Attorney for AT&T Communications of the  
Southern States, LLC, Teleport  
Communications Group, Inc., and  
TCG South Florida

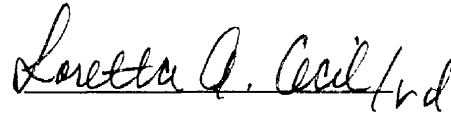
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the Complaint of AT&T against BellSouth Telecommunications, Inc. was furnished by U. S. Mail this 26th day of August 2002 to the following:

Nancy White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 N. Monroe Street  
Suite 400  
Tallahassee, FL 32301

Beth Keating, Esq.  
Division of Legal Services  
Room 370  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Roxanne Douglas  
AT&T Communications of the Southern States LLC  
Suite 8100  
1200 Peachtree Street, NE  
Atlanta, GA 30309

A handwritten signature in cursive script that reads "Loretta A. Cecil Esq." The signature is written in black ink and is positioned above the printed name.

Loretta A. Cecil, Esq.

# AGREEMENT

between

BellSouth Telecommunications, Inc.

and AT&T Communications of the Southern States, Inc.

Effective Date: June 10, 1997

FLORIDA

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**SIGNATURE****PUC APPROVAL ORDER****AMENDMENT – 7/14/99****ATTACHMENTS**

<b><u>Attachment 1</u></b>	Alternative Dispute Resolution
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<b><u>Attachment 4</u></b>	Provisioning and Ordering
<b><u>Attachment 5</u></b>	Maintenance
<b><u>Attachment 6</u></b>	Connectivity Billing and Recording
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<b><u>Attachment 9</u></b>	Network Security
<b><u>Attachment 10</u></b>	Acronyms
<b><u>Attachment 11</u></b>	Definitions
<b><u>Attachment 12</u></b>	Performance Measurement
<b><u>Attachment 13</u></b>	BAPCO Agreement - (NOT AVAILABLE)
<b><u>Attachment 14</u></b>	Bona Fide Request Process
<b><u>Attachment 15</u></b>	Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre-Ordering

## **AGREEMENT**

### **PREFACE**

This Agreement, which shall become effective as of the 10th day of June, 1997, is entered into by and between AT&T Communications of the Southern States, Inc., a New York Corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia 30309, on behalf of itself, its successors and assigns, (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, on behalf of itself, its successors and assigns, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375.

### **RECITALS**

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, BellSouth is willing to provide Telecommunications Services for resale, interconnection, Unbundled Network Elements and Ancillary Functions which include, but are not limited to, access to poles, ducts, conduits and rights-of-way, and collocation of equipment at BellSouth's Premises on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Act and in conformance with BellSouth's duties under the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

### **DEFINITIONS and ACRONYMS**

For purposes of this Agreement, certain terms have been defined in Attachment 11 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 10 provides a list of acronyms used throughout this Agreement.

### **GENERAL TERMS AND CONDITIONS**

#### **1. Provision of Local Service and Unbundled Network Elements**

This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to AT&T (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of AT&T's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

- 1.A The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by AT&T itself or by any other vendor. AT&T may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.1 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the Bona Fide Request Process provided in Attachment 14. Terminations of any Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.
- 1.2 BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth agrees to make any such service available to AT&T for resale to AT&T's Customers who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T Customers who may be purchasing any such service.
- 1.3 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.
2. **Term of Agreement**
- 2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.
- 2.2 No later than one hundred and eighty (180) days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions, and prices of a follow-on agreement for the provision of Services and Elements to be effective on or before the expiration date of this Agreement ("Follow-on Agreement"). The Parties further agree that any

such Follow-on Agreement shall be for a term of no less than three (3) years unless the Parties agree otherwise.

- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referenced to Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the Commission to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. § 252. The Parties agree that in such event they shall encourage the Commission to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order by the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective, retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions and prices of this Agreement that are then in effect. Prior to filing a Petition pursuant to this Section 2.3, the Parties agree to utilize the informal dispute resolution process provided in Section 3 of Attachment 1.

### 3. Termination of Agreement; Transitional Support

- 3.1 AT&T may terminate any Local Service(s), Network Element(s), Combination(s), or Ancillary Function(s) provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Local Services(s), Network Element(s), or Combination(s) in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of section 10, *infra*, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.
- 3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure of Section 16 of the General Terms and Conditions and Attachment 1. If the Arbitrator determines that a breach has occurred and the Defaulting Party fails to comply with the decision of the Arbitrator within the time period provided by the Arbitrator (or a period of thirty (30) days if no time period is provided for in the Arbitrator's order), this Agreement may be terminated in whole or part by the other Party upon sixty (60) days prior written notice.

### 4. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

### 5. Option to Obtain Local Services, Network Elements and Combinations Under Other Agreements

## AGREEMENT

### PREFACE

This Agreement, which shall become effective as of the 26<sup>th</sup> day of October 26, 2001, is entered into by and between AT&T Communications of the Southern States, Inc., a New York corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, on behalf of itself and its Affiliates (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

### RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

### DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 11 provides a list of acronyms used throughout this Agreement.

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AGREEMENT

between

BellSouth Telecommunications, Inc.

and

AT&T Communications of the Southern States, Inc.

FLORIDA



4.14 Interference or Impairment

4.14.1 Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

4.15 Local Dialing Parity

4.15.1 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

**5. NETWORK MAINTENANCE**

5.1 Outage Repair Standard

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 BellSouth will use best efforts to provide AT&T with at least thirty (30) days advance, written notice of scheduled maintenance activity. BellSouth may expedite or delay scheduled maintenance as a result of unscheduled maintenance or other unforeseen events. In those instances where BellSouth will not perform scheduled maintenance at the announced times, BellSouth will provide AT&T with as much notice as is reasonably possible concerning the changed schedule. For major, long term scheduled events, (i.e., switch software/processor updates or software upgrades/new releases to the Sonet transport network elements) BellSouth shall provide AT&T with as much advance, written notice as possible.

**5.3 Interconnection Compensation**

5.3.1 Compensation for Local Traffic

5.3.1.1 For the treatment of local and ISP-bound traffic in this Agreement, the Parties agree to implement the FCC's Order on Remand and Report

and Order in CC Docket No. 96-98 and 99-68 released April 27, 2001 ("ISP Order on Remand"). The Parties further agree to amend this agreement, within sixty (60) days of execution, to incorporate language reflecting the FCC ISP Order on Remand. At such time as that amendment is finalized, the Parties agree to work cooperatively to "true-up" compensation amounts consistent with the terms of the amended language from the effective date of the FCC ISP Order on Remand to the date the amendment is finalized. In this Section, the Parties express their intent to file negotiated language to incorporate the FCC's ISP Order on Remand. If the Parties are unable to agree on this language addressing this issue by the time the language is due to be filed, either party may petition the Florida Public Service Commission to resolve the dispute between the Parties as to the appropriate language addressing this issue. Additionally, the Parties agree to apply a "LATAwide" local concept to this Attachment 3, meaning that traffic that has traditionally been treated as intraLATA toll traffic will now be treated as local for intercarrier compensation purposes, except for those calls that are originated or terminated through switched access arrangements as established by the State Commission or FCC.

- 5.3.1.2 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.
- 5.3.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.
- 5.3.2.1 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.
- 5.3.2.2 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

- 5.3.2.3 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.3.2.4 In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for both Parties' traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T switch for the purposes of this Attachment.
- 5.3.3 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Intrastate InterLATA and Interstate InterLATA traffic. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors. Additionally, if BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services. The Parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions which cross local calling area boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as Local Traffic. This Section is interrelated to Section 5.3.1.1.
- 5.3.4 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and subject to the Parties' agreement to the terms of Sections 5.3.1.1 and 5.3.3, and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, intercarrier compensation or switched access in connection with the exchange of any traffic as described in

**FIRST AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENT BETWEEN  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
FOR THE STATE OF FLORIDA  
DATED OCTOBER 26, 2001**

Pursuant to this Agreement, ("Amendment") AT&T Communications of the Southern States, Inc. ("AT&T") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 26, 2001 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

Pursuant to this Amendment, the Parties hereby agree to amend the Interconnection Agreement to reflect the following:

1. The Parties agree to delete Section 5.3 of Attachment 3 in its entirety and replace it with the provisions set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. The Parties agree to delete Exhibit A of Attachment 3 in its entirety and replace it with a new Exhibit A, set forth in Exhibit 2 of this Amendment, attached hereto and incorporated herein by this reference.
3. The Parties agree to delete Section 3.7.4 of Attachment 2 in its entirety and replace it with the following provision:

**3.7.4** AT&T or BellSouth ("Petitioner") shall notify the other Party ("Respondent") in writing via AT&T's Local Services and Access Management ("LSAM") Group or BellSouth's AT&T Account Team ("Account Team") of the needed areas of improvement and any proposed changes to the current hot cut process provided for in the Interconnection Agreement ("Agreement").

- 3.7.4.1 The Respondent shall submit a written response to Petitioner within fifteen (15) calendar days of the requested change.
- 3.7.4.2 Upon receipt of the response, Petitioner shall either:
  - 3.7.4.2.1 schedule a meeting between representatives of each party with authority to identify areas of improvement and, if applicable, to develop and implement process changes resulting from such mutual cooperation; or
  - 3.7.4.2.2 accept all proposed changes by Respondent, if any, and notify Respondent with a written response within seven (7) calendar days that the changes, if any, will be accepted.
- 3.7.4.3 If Section 3.7.4.2.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.
- 3.7.4.4 A mutually agreed upon process under either Section 3.7.4.2.1 or Section 3.7.4.2.2 shall be implemented upon a mutually agreed upon timeframe.
- 3.7.4.5 Should the Parties be unable to agree on a mutually acceptable change to the process and or an agreeable date to implement such change within one hundred and twenty (120) days of the day Petitioner requested the proposed change, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement.
- 3.7.4.6 At no such time, shall either Party waive any rights that it may have with respect to the Agreement in its entirety.
- 3.7.4.7 Nothing in this Process Improvement Plan is deemed to amend or modify any other terms in the Interconnection Agreement.

4. The Parties agree to add provisions consistent with the FCC's 4th Report and Order, dated August 8, 2000, to delete Attachment 4 –Collocation and replace in its entirety with a new Attachment 4 –Collocation, attached hereto as Exhibit 3 and incorporated herein by reference. Except as otherwise set forth herein, the original Exhibits to Attachment 4 are unaffected by this Amendment and shall remain in full force and effect.
5. The Parties further agree to make the following revisions to Attachment 4- Collocation Rates Exhibit B, attached herein as Exhibit 4:
  - A. Delete the Co-Carrier cross connect rates and replace it with the rates set forth in Exhibit 4 to this Amendment, attached hereto and incorporated herein by reference.
  - B. Delete the USOC description and abbreviation of PE1PL for -48V DC power and replace with the new USOC description and abbreviation of PE1FJ for the –48V DC power as set forth in Exhibit 4 to this Amendment, attached hereto and incorporated herein by reference.
  - C. Delete the USOC description and abbreviation of XXXX for -48V DC power and replace with the new USOC description and abbreviation of PE1PL for the –48V DC power as set forth in Exhibit 4 to this Amendment, attached hereto and incorporated herein by reference.
6. AT&T has changed the name of said business to AT&T Communications of the Southern States, LLC.
7. The Parties agree the name of AT&T Communications of the Southern States, Inc. is hereby deleted throughout the Interconnection Agreement and replace it with AT&T Communications of the Southern States, LLC ("AT&T").
8. All of the other provisions of the Interconnection Agreement, dated October 26, 2001, shall remain in full force and effect.
9. Either or both of the Parties is authorized to submit this Amendment to the respective Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**AT&T Communications of  
the Southern States, Inc.**

By: Bill C. Peacock  
Name: Bill C. Peacock  
Title: Director - Local Services &  
Access Management  
Date: 4-18-02

**BellSouth Telecommunications, Inc.**

By: [Signature]  
Name: Aerry Hendry  
Title: AVP Interconnection Sec. Mktg.  
Date: 4/18/02

## Exhibit 1

### 5.3 Interconnection Compensation

#### 5.3.1 Intercarrier Compensation for Call Transport and Termination of Local and ISP-bound Traffic

5.3.1.1 The Parties agree to apply a "LATAwide" local concept to this Attachment 3, meaning that traffic that has traditionally been treated as intraLATA toll traffic will now be treated as local for intercarrier compensation purposes, except for those calls that are originated or terminated through switched access arrangements as established by the State Commission or FCC. Nothing in this Agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its end users.

5.3.1.2 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.

5.3.2 *ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA and is a subset of "information access". Information access is defined as the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services. ISP-bound Traffic is not Local Traffic or IP Telephony as set forth in 5.3.10 of this agreement, subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and AT&T agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AT&T that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and AT&T further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AT&T that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.*



## Exhibit 1

- 5.3.3 All Local and ISP Traffic that is exchanged pursuant to this Agreement shall be compensated as follows:
  - 5.3.3.1 Commencing on July 1, 2001 and continuing until December 31, 2001, \$.0015 per minute of use.
  - 5.3.3.2 Commencing on January 1, 2002 and continuing until June 30, 2003, \$.0010 per minute of use.
  - 5.3.3.3 Commencing on July 1, 2003 and continuing until June 30, 2004, or until further FCC action (whichever is later), \$.0007 per minute of use.
  - 5.3.3.4 No other per MOU charges shall apply to the carriage of Local and ISP Traffic by either Party for the other Party except as set forth above. Compensation for Transit Traffic shall be as set forth in Section 5.3.20.

## Exhibit 1

- 5.3.4 The ability of either Party to collect a credit for intercarrier compensation paid for ISP Traffic, as described in section 5.3.5, following, shall be limited as follows based on "growth caps" on compensation for ISP Traffic ordered by the FCC. The Parties shall first determine the total number of minutes of use of ISP Traffic (as defined in this Agreement) terminated by one Party for the other Party for the three-month period commencing January 1, 2001 and ending March 31, 2001. The Parties shall then multiply this number of minutes by 4.4, and the resulting product shall be the terminating Party's "2001 ISP Annualized Traffic Cap." The total number of minutes of use of ISP Traffic for which one Party may receive compensation from the other Party during the period July 1, 2001 through December 31, 2001 shall equal 50% of that Party's 2001 ISP annualized traffic cap, due to the Parties' mid-year one-time compensation payment. The total number of minutes of use of ISP Traffic for which one Party may receive compensation from the other Party during the period January 1, 2002 through December 31, 2002 or for any calendar year thereafter shall equal 1.1 times that Party's 2001 ISP Annualized Traffic Cap.
- 5.3.5 For the period commencing July 1, 2001, each party will bill the other for all minutes of use specified in 5.3.3, above. The parties will meet in February 2002 on a trial basis to determine if annual meetings are sufficient for determining the number of ISP-bound minutes. If such trial proves successful, the parties will meet each succeeding February, thereafter, for the duration of this Agreement to determine the number of ISP-bound minutes and there will be no need to amend this Agreement. If the trial proves unsuccessful, no later than June 2002, the parties will develop a subsequent process and amend this Agreement Intercarrier Compensation paid for any ISP-bound minutes of use that exceeds the caps described in 5.3.4, above, will be credited to that party in the March bill. At this same meeting, the Parties will reach agreement on the ISP-bound minutes of use cap for the next time period.
- 5.3.6 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.
- 5.3.7 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.3.8 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.3.9 In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for

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both Parties' traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T switch for the purposes of this Attachment.

5.3.10 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Intrastate InterLATA and Interstate InterLATA traffic. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors. Additionally, If BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services. The Parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions which cross local calling area boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as Local Traffic. This Section is interrelated to Section 5.3.1.1.

5.3.11 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and subject to the Parties' agreement to the terms of Sections 5.3.1.1 and 5.3.3, and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, intercarrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within thirty (30) days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 5.3.4 is intended to change the way that the Parties treat ISP-bound traffic in accordance with the FCC's ISP Order on Remand.

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- 5.3.12 Billing Point of Interface Compensation. If BellSouth establishes a BPOI, AT&T agrees to pay to BellSouth Interoffice Dedicated Transport and any associated Multiplexing for BellSouth to transport BellSouth's originated Local and ISP-bound Traffic over BellSouth facilities from the BPOI as described in Section 1.8.3 of this Attachment to the Physical Point of Interface. Such Interoffice Dedicated Transport shall be priced as set forth in Exhibit A. The Interoffice Dedicated Transport mileage shall be the airline mileage between the Vertical and Horizontal ("V&H") coordinates of the BPOI and the V&H coordinates of the BellSouth Point of Interface. The Interoffice Dedicated Transport charges for BPOI shall be billed based on the actual volume of traffic in increments of 8.9M minutes, which is a DS3 equivalent. BellSouth will not assess charges for an additional DS3 until the additional 8.9M-minute threshold is met.
- 5.3.13 Charges for Trunks and Associated Dedicated Facilities. Compensation for trunks and associated dedicated facilities shall be handled in accordance with Section 1.9-1.9.2 of this Attachment.
- 5.3.14 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. BellSouth shall report quarterly PLU factors to AT&T. BellSouth will accept from AT&T monthly PLU factors provided under the previous agreement until the third quarter of 2001, at which time AT&T shall report quarterly PLU factors. BellSouth and AT&T shall also provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 5.3.15 Percent Local Facility. Each Party shall report to the other a PLF. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time.

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- 5.3.16 Percentage Interstate Usage. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 5.3.17 Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and AT&T shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 5.3.18 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.
- 5.3.19 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.
- 5.3.20 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for AT&T's transit traffic. Transit traffic is traffic originating on AT&T's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to AT&T's network. Transit traffic consists of local transit traffic and Switched Access transit traffic. Rates for local transit traffic

## **Exhibit 1**

shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Switched Access transit traffic shall be meet-point billed in accordance with the BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that AT&T's end office is subtending the BellSouth Access Tandem for switched access traffic to and from AT&T's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines. Transit traffic does not include traffic originating from or terminating to AT&T end-users utilizing resold BellSouth services.

# Florida July 2001 through May 2002

Exhibit 4

Month	Estimated LATAwide Local Minutes Of Use Incorrectly Billed At Access Rates	Access Rates Incorrectly Applied To Estimated LATAwide Local Minutes	Local Reciprocal Compensation Rates That Should have Been Applied To LATAwide Local Minutes Of Use	Credit Due to AT&T For LATAwide Local Minutes Of Use Incorrectly Billed at Access Rates
<b>May-02</b>	12,990,657	\$ 0.024706	\$ 0.001000	\$ (307,950)
<b>April-02</b>	19,217,443	\$ 0.022481	\$ 0.001000	\$ (412,814)
<b>March-02</b>	19,739,347	\$ 0.022724	\$ 0.001000	\$ (428,812)
<b>February-02</b>	17,188,343	\$ 0.025055	\$ 0.001000	\$ (413,467)
<b>January-02</b>	18,976,885	\$ 0.024889	\$ 0.001000	\$ (453,329)
<b>December-01</b>	18,416,310	\$ 0.024891	\$ 0.001500	\$ (430,781)
<b>November-01</b>	19,726,925	\$ 0.024881	\$ 0.001500	\$ (461,235)
<b>October-01</b>	17,995,102	\$ 0.024687	\$ 0.001500	\$ (417,251)
<b>September-01</b>	20,401,374	\$ 0.022886	\$ 0.001500	\$ (436,294)
<b>August-01</b>	18,906,460	\$ 0.022829	\$ 0.001500	\$ (403,260)
<b>July-01</b>	19,740,912	\$ 0.025087	\$ 0.001500	\$ (465,629)
				\$ (4,630,822)