

JAMES MEZA III  
Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(305) 347-5561

September 20, 2002

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

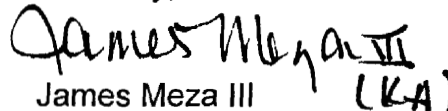
**Re: Docket No.: 020919-TP  
Complaint of AT&T Communications of the Southern  
States, LLC, Teleport Communications Group, Inc., and  
TCG South Florida for Enforcement of Interconnection  
Agreements with BellSouth Telecommunications, Inc.**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer to AT&T's Complaint, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

  
James Meza III (KA)

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

DOCUMENT NUMBER: 020919-TP

10135 SEP 20 02

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
DOCKET NO. 020919-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via  
Electronic Mail and U.S. Mail this 20th day of September 2002 to the following:

Patricia Christensen  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
[pchrste@psc.state.fl.us](mailto:pchrste@psc.state.fl.us)

Loretta A. Cecil, Esq.  
Womble Carlyle Sadridge & Rice PLLC  
1201 West Peachtree Street  
Suite 3500  
Atlanta, GA 30309  
Tel. No. (404) 888-7437  
Fax. No. (404) 870-4826  
[lcecil@wcsr.com](mailto:lcecil@wcsr.com)  
Represents AT&T

Virginia Tate, Esq.  
AT&T Communications  
1200 Peachtree Street, N.E.  
Suite 8100  
Atlanta, GA 30309  
Tel. No. (404) 810-4196  
Fax No. (404) 877-7648  
[vctate@att.com](mailto:vctate@att.com)

  
\_\_\_\_\_  
James Meza, III (LA)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of AT&T Communications )  
of the Southern States, LLC, Teleport )  
Telecommunications Group, Inc., and TCG ) Docket No. 020919-TP  
South Florida for Enforcement of )  
Interconnection Agreements with BellSouth ) Filed: September 20, 2002  
Telecommunications, Inc. )  
\_\_\_\_\_ )

**BELLSOUTH'S ANSWER**

BellSouth Telecommunications, Inc. ("BellSouth"), by and through its undersigned counsel and pursuant to Rule 28-106, Florida Administrative Code, hereby files this Answer to the Complaint of AT&T Communications of the Southern States, LLC, Teleport Communications Group, Inc. and TCG of South Florida (collectively, "AT&T").

AT&T's complaint, while quite lengthy, is actually quite simple – AT&T wants to pay reciprocal compensation rates rather than higher switched access rates for certain switched access traffic. AT&T's claim that BellSouth has breached the parties' interconnection agreement by billing AT&T switched access charges for such traffic is, however, without merit. The parties' interconnection agreement specifically states that calls originated or terminated through switched access arrangements are not included within the "LATAwide" local traffic definition set forth in the same paragraph of the agreement. Consequently, AT&T is not entitled to lower reciprocal compensation rates for such traffic. To conclude otherwise would

effectively erase the express language of the negotiated agreement and give AT&T a benefit greater than the bargain it agreed to. Such a result, in addition to being unfair to BellSouth, would be unlawful.

Responding specifically to the numbered paragraphs of AT&T's Complaint, BellSouth alleges and says that:

1. The allegations in paragraph 1 do not require a response.
2. The allegations in paragraph 2 do not require a response.

BellSouth requests that all pleadings and other documents filed or served in this docket be served upon the following BellSouth representatives:

Nancy B. White  
General Counsel-Florida  
c/o Nancy H. Sims  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301  
(305) 347-5558

3. BellSouth admits the allegations of paragraph 3 upon information and belief.

4. BellSouth admits that it maintains an office at the address set forth in paragraph 4 of the Complaint. Except as specifically admitted, the allegations in paragraph 4 are denied.

5. BellSouth admits the allegations in paragraph 5.

6. BellSouth admits that paragraph 6, including its numerous subparts, lists the relief AT&T requests. BellSouth denies that AT&T is entitled to any of the relief requested in its Complaint.

7. BellSouth admits that the Commission has jurisdiction to interpret and enforce the terms of interconnection agreements that it approves. Section 16 of the Second Interconnection Agreement speaks for itself. Except as specifically admitted, the allegations of paragraph 7 are denied.

8. BellSouth admits that this dispute involves AT&T's allegation that LATAwide calls that are originated or terminated through switched access arrangements should be deemed "local," and thus subject to reciprocal compensation changes, rather than to higher switched access charges, even though AT&T specifically agreed that LATAwide calls that are originated or terminated through switched access arrangements would not be deemed local calls subject to reciprocal compensation. Except as specifically admitted, BellSouth denies the allegations in paragraph 8.

9. BellSouth admits that BellSouth and AT&T Communications of the Southern States, Inc. executed an Interconnection Agreement that was approved by the Commission on June 19, 1997, and that was effective beginning June 10, 1997. The terms of the "First Interconnection

Agreement” speak for themselves. Except as specifically admitted, the allegations in paragraph 9 are denied.

10. BellSouth admits that on September 21, 1999, the Commission approved TCG of South Florida’s adoption of the First Interconnection Agreement.

11. BellSouth admits that Section 2.3 of the First Interconnection Agreement between BellSouth and AT&T contains a retroactivity provision with respect to the effective date of the terms of a subsequent Interconnection Agreement between the parties. Section 2.3, a portion which is quoted in AT&T’s Complaint, speaks for itself. Except as specifically admitted, BellSouth denies the allegations of paragraph 11.

12. BellSouth admits that, following negotiations and an arbitration decision by this Commission, AT&T and BellSouth executed a Second Interconnection Agreement that was approved by this Commission on December 7, 2001, and that was effective for a three-year term beginning October 26, 2001. BellSouth further admits that the Second Interconnection Agreement was effective as to both AT&T Communications of the Southern States, Inc. and TCG of South Florida. BellSouth admits that certain portions of the Second Interconnection Agreement are attached to AT&T’s Complaint. Except as specifically admitted, the allegations of paragraph 12 are denied.

13. BellSouth admits that AT&T quotes a portion of Section 5.3.1 of Attachment 3 of the Second Interconnection Agreement. It sets forth a LATAwide definition of local traffic, and it specifically and expressly exempts from that definition of local traffic calls originated or terminated through switched access arrangements. BellSouth denies that it is required to charge AT&T reciprocal compensation rates for such switched access calls.

14. Section 5.3.3 of Attachment 3 to the Second Interconnection Agreement speaks for itself. BellSouth denies that Section 5.3.3 limits the express provision in Section 5.3.1 that calls originated or terminated through switched access arrangements are excluded from the definition of local traffic, which is the "interpretation" AT&T relies upon to support its allegation that BellSouth has breached the parties' agreement.

15. BellSouth admits that BellSouth and AT&T executed a Second Amendment to the Second Interconnection Agreement on April 18, 2002, one of the purposes of which was to implement the FCC's ISP Order on Remand in CC Docket 99-68. BellSouth further admits that the parties filed the Second Amendment to the Second Interconnection Agreement with the Commission and that the Commission's approval of the Amendment is pending. BellSouth also admits that a copy of the Second Amendment to

the Second Interconnection Agreement, including Exhibit 1 is attached to AT&T's Complaint.

16. BellSouth admits that AT&T correctly quotes Section 5.3.3 of Exhibit 1 of the Second Amendment to the Second Interconnection Agreement in paragraph 16 of its Complaint, and that Section 5.3.3 sets forth the reciprocal compensation rates for the transport and termination of local traffic. BellSouth also admits that the parties agreed to a LATAwide local concept. BellSouth alleges further that the parties specifically agreed that calls originated or terminated through switched access arrangements would not be deemed "local traffic" subject to reciprocal compensation. Switched access rates, not reciprocal compensation rates, apply to such calls.

17. BellSouth admits that in the Second Amendment to the Second Interconnection Agreement the parties repeated the language set forth in Section 5.3.1 of Attachment 3 to the Second Interconnection Agreement. Except as specifically admitted, BellSouth denies the allegations in paragraph 17.

18. BellSouth admits that the reciprocal compensation rates for local traffic transported and terminated by BellSouth for AT&T are set forth in Exhibit 1 to the Second Amendment to the Second Interconnection Agreement and repeated by AT&T in paragraph 16 of its Complaint.



BellSouth denies that local traffic includes calls that are originated or terminated through switched access arrangements.

19. BellSouth denies the allegations in paragraph 19.

20. BellSouth denies the allegations in paragraph 20.

21. BellSouth admits that AT&T has asked BellSouth to charge AT&T lower reciprocal compensation rates for calls that are originated or terminated through switched access arrangements and that BellSouth, in accordance with the Second Interconnection Agreement and the Second Amendment to the Second Interconnection Agreement, has refused to do so. BellSouth denies the remaining allegations of paragraph 21.

22. BellSouth denies the allegations of paragraph 22.

23. BellSouth denies the allegations of paragraph 23.

24. BellSouth denies the allegations of paragraph 24.

25. BellSouth restates and incorporates by reference its responses to paragraphs 1-24 of AT&T's Complaint.

26. BellSouth denies that AT&T is entitled to any of the relief it requests in paragraph 26 and all of its subparts.

27. BellSouth restates and incorporates by reference of its responses to paragraphs 1-26 of the Complaint.

28. BellSouth denies that AT&T is entitled to any of the relief requested in paragraph 28 and its subparts.

WHEREFORE, BellSouth requests that the Commission:

1. Declare that "local traffic" as that term is used in the Second Interconnection Agreement and the Second Amendment to the Second Interconnection Agreement does not include "calls that are originated or terminated through switched access arrangements," as expressly set forth in the Agreement;

2. Declare that AT&T is not entitled to reciprocal compensation rates for "calls that are originated or terminated through switched access arrangements";

3. Deny the relief requested by AT&T; and

4. Grant such other relief as the Commission deems just and proper.

Respectfully submitted this 20<sup>th</sup> day of September, 2002.

BELLSOUTH TELECOMMUNICATIONS,  
INC.



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