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November 13, 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

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.
Docket No. 020919-TP

Dear Mrs. Bayo:

Enclosed is an original and fifteen copies of Proposed Issues of AT&T
Communications of the Southern States, LLC, Teleport Communications
Group, Inc., and TCG South Florida.

Please stamp two (2) copies of the Proposed Issues 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

Enclosure(s)

DOCUMENT NUMBER-DATE

GEORGIA / NORTH CAROLINA / SOUTH CAROLINA / VIRGINIA / WASHINGTON DC 12471 NOV 14 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint Of AT&T Communications)
Of The Southern States, LLC, Teleport) Docket No. 020919-TP
Telecommunications Group, Inc., And TCG)
South Florida For Enforcement of) Date: November 13, 2002
Interconnection Agreements With BellSouth)
Telecommunications, Inc.)
_____)

PROPOSED ISSUES OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC ("AT&T"), TELEPORT COMMUNICATIONS GROUP, INC., AND TCG SOUTH FLORIDA

Pursuant to the October 31, 2002, Memorandum of the Florida Public Service Commission ("Commission"), AT&T of the Southern States, LLC, Teleport Telecommunications Group, Inc. and TCG South Florida (all collectively "AT&T") hereby submits the following proposed issues for hearing and decision by the Commission regarding the complaint filed by AT&T against BellSouth Telecommunications, Inc. ("BellSouth") in this proceeding:

Issue 1: Do the terms of "Second Interconnection Agreement" identified in AT&T's complaint apply retroactively to "First Interconnection Agreement" identified in AT&T's complaint from June 11, 2000 forward?

Issue 2: Does the term "Local Traffic" as used in the "Second Interconnection Agreement" identified in AT&T's complaint include all "LATAwide" calls, meaning all calls transported and terminated by BellSouth for AT&T within a local access and transport area as defined in Section

3(a)(1)(2)(43) of the Telecommunications Act of 1996 ("Act") and 47 C.F.R. Section 51.5?

Issue 3: Do the reciprocal compensation rates set forth in Section 5.3.3.3 of Exhibit 1 to "Second Amendment" to "Second Interconnection Agreement" identified in AT&T's complaint apply to all "Local Traffic," including all "LATAwide" calls transported and terminated by BellSouth for AT&T from July 1, 2001 forward?

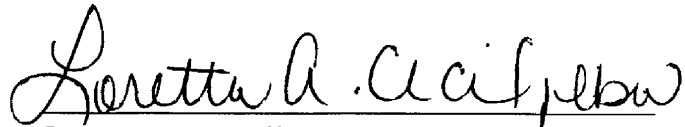
Issue 4: Has BellSouth breached "First Interconnection Agreement" identified in AT&T's complaint and "Second Interconnection Agreement" identified in AT&T's complaint by failing to charge AT&T the reciprocal compensation rates set forth in Section 5.3.3.3 of Exhibit 1 to "Second Amendment" to "Second Interconnection Agreement" identified in AT&T's complaint (and issue appropriate credits to AT&T) for the transport and termination of all "Local Traffic," including all "LATAwide" calls from July 1, 2001 forward?

Issue 5: Does BellSouth owe AT&T credits for failing to charge AT&T the reciprocal compensation rates set forth in Section 5.3.3.3 of Exhibit 1 to "Second Amendment" to "Second Interconnection Agreement" identified in AT&T's complaint for the transport and termination of all "Local Traffic," including all "LATAwide" calls from July 1, 2001 forward? If so, in what amount?

Issue 6: Is BellSouth obligated to AT&T for late payments at the rate of one and one half percent (1 and 1/2%) per month times all such credits owed, from July 1, 2001 forward?

Issue 7: Is BellSouth obligated to charge AT&T, on a going forward basis, the reciprocal compensation rates set forth in Section 5.3.3.3 of Exhibit 1 to "Second Amendment" to "Second Interconnection Agreement" identified in AT&T's complaint for the transport and termination of all "Local Traffic," including all "LATAwide" calls?

Respectfully submitted this the 13th day of November, 2002.

A handwritten signature in cursive script that reads "Loretta A. Cecil".

Loretta A. Cecil, Esq.
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CERTIFICATE OF SERVICE

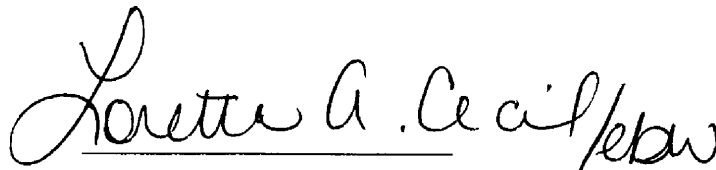
I HEREBY CERTIFY that a copy of the Proposed Issues of AT&T of the Southern States, LLC, Teleport Telecommunications Group, Inc. and TCG South Florida (all collectively "AT&T") was furnished by U. S. Mail this 13th day of November 2002 to the following:

BellSouth Telecommunications, Inc.
Nancy B. White/James Meza III/Andrew Shore
c/o Ms. Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556
Phone: (850) 224-7798
Fax: (850) 222-8640
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Florida Cable Telecommunications Assoc., Inc.
Michael A. Gross
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Roxanne Douglas
AT&T Communications of the Southern States LLC
Suite 8100
1200 Peachtree Street, NE
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A handwritten signature in cursive script that reads "Loretta A. Cecil" followed by a horizontal line and the initials "kbw".

Loretta A. Cecil, Esq.