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April 4, 2003

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

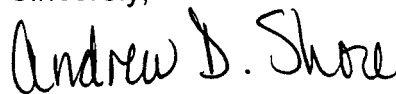
**Re: Docket No.: 020919-TP  
Complaint of AT&T Communications of the Southern  
States, LLC, Teleport Communications Group, Inc., and  
TCG South Florida for Enforcement of Interconnection  
Agreements with BellSouth Telecommunications, Inc.**

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Prehearing Statement, 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,



Andrew D. Shore (ILA)

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

DOCUMENT NUMBER DATE

03197 APR-4 8

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 First Class U.S. Mail this 4th day of April 2003 to the following:

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Commission  
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Andrew D. Shore (KTS)

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re:	)	Docket No. 020919-TP
AT&T Communications of the	)	
Southern States, LLC, Teleport	)	
Telecommunications Group, Inc.,	)	
And TCG South Florida for	)	
Enforcement of Interconnection	)	
Agreements with BellSouth	)	Filed: April 4, 2003
Telecommunications, Inc.	)	

**PREHEARING STATEMENT OF BELL SOUTH TELECOMMUNICATIONS, INC.'S**

BellSouth Telecommunications, Inc. ("BellSouth"), in compliance with the Order Establishing Procedure (Order No. PSC-02-1652-PCO-TP), issued November 26, 2002, hereby submits its Prehearing Statement for the above styled matter.

**A. Witness**

BellSouth proposes to call the following witness to offer testimony on the issues in this docket:

<b><u>Witness</u></b>	<b><u>Issue(s)</u></b>
Beth Shiroishi	All

BellSouth reserves the right to call additional witnesses, witnesses to respond to Commission inquiries not addressed in direct or rebuttal testimony and witnesses to address issues not presently designated that may be designated by the Prehearing Officer at the prehearing conference to be held on April 21, 2003. BellSouth has listed the witness for whom BellSouth believes testimony will be filed, but reserves the right to supplement that list if necessary.

## B. Exhibits

Beth Shiroishi	ERAS-1	Interconnection Trunking and Routing (Attachment 3 of Local Interconnection Agreement)
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BellSouth reserves the right to file exhibits to any testimony that may be filed under the circumstances identified in Section "A" above. BellSouth also reserves the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

## C. Statement of Basic Position

The Parties' Interconnection Agreement expressly and unambiguously excludes intraLATA calls carried over switched access arrangements from the definition of "local traffic." Accordingly, switched access rates, not reciprocal compensation rates, apply for the transport and termination of such calls. AT&T's claim that the agreement clearly includes such calls within the definition of local traffic is wrong. If the Commission determines that the agreement is ambiguous on this critical point and, accordingly, considers evidence other than the contract itself, that extrinsic evidence proves that the parties intended at the time of contracting to exclude intraLATA calls carried over switched access arrangements from the definition of local traffic.

## D. BellSouth's Position on the Issues

**Issue 1(a): Do the terms of the Second Interconnection Agreement as defined in AT&T's complaint apply retroactively from the expiration date of the First Interconnection Agreement as defined in AT&T's complaint, June 11, 2000, forward?**

**Position:** Yes. The Commission resolved this issue in voting to grant BellSouth's Motion for Partial Summary Order with respect to this issue.

**Issue 1(b):** If the answer to Issue 1(a) is “yes”, is AT&T entitled to apply the reciprocal compensation rates and terms of the Second Interconnection Agreement only from July 1, 2001, forward?

**Position:** Yes. The Parties agree on this issue.

**Issue 2:** Does the term “Local Traffic” as used in the Second Interconnection Agreement identified in AT&T’s complaint include all “LATAwide” calls, including all calls originated or terminated through switched access arrangements as established by the state commission or FCC?

**Position:** No. The Second Interconnection Agreement expressly and specifically excludes from the definition of “local traffic” intraLATA calls originated or terminated through switched access arrangements. Even if the Commission determines that the contract is ambiguous, the answer is the same, because the evidence proves that the parties intended to exclude such calls.

**Issue 3:** Under the terms of the Second Interconnection Agreement, do reciprocal compensation rates and terms apply to calls originated or terminated through switched access arrangements as established by the state commission or FCC?

**Position:** No. Switched access rates apply to non-local calls, and the Second Interconnection Agreement expressly excludes from the definition of local traffic calls carried over switched access arrangements. BellSouth’s Florida Switched Access Tariff sets forth the rates and terms pursuant to which AT&T purchases switched access arrangements from BellSouth to carry the traffic at issue.

**Issue 4:** If the answer to Issue 3 is “yes,” has BellSouth breached the Second Interconnection Agreement?

**Position:** N/A

**Issue 5:** If the answer to Issue 4 is “yes,” what remedies are appropriate?

**Position:** N/A

**E. Statement of Question of Law**

The contract language at issue states:

The Parties agree to apply a “LATAwide” local concept to this Attachment 3, meaning 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.

1. Does the language quoted above unambiguously exclude calls originated or terminated through switched access arrangements established by this Commission or the FCC from the definition of local traffic?

2. If the answer to the question no. 1 is no, does the extrinsic evidence prove that the parties intended to exclude calls originated or terminated through switched access arrangements established by this Commission or the FCC from the definition of local traffic?

**F. Statement of Policy Question**

N/A

**G. Stipulations**

See issue 1(b).

H. Pending Motions or Matters for Action

AT&T's second motion to strike testimony is pending. It should be denied for the same reasons that the Commission denied AT&T's first motion to strike testimony.

I. Pending Requests for Confidentiality

N/A

J. Other Requirements

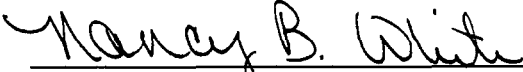
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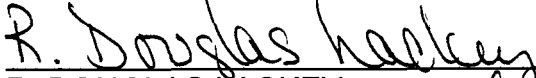
K. Decisions or Pending Decisions

None

Respectfully submitted this 4th day of April 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

  
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