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May 25, 2004

VIA TELECOPIER

Patricia Christensen, Esq.
Office of General Counsel
Room 370, Gunter Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

COMMISSION
CLERK

MAY 26 AM 9:40

RECEIVED-FSC

Re: Issue Identification in Docket 031125-TP

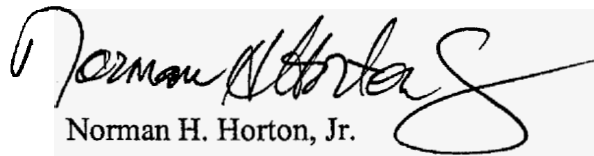
Dear Ms. Christensen:

Pursuant to the Notice of Meeting, attached are issues drafted by IDS.

The Commission has not yet acted on BellSouth's Motion to Amend and/or the Counterclaim and IDS continues to oppose that Motion. Neither our participation in the Issue Identification meeting nor the presentation of these issues should be construed as a waiver or departure from the position we have taken in opposition to BellSouth's Motion.

Further, should the Commission allow the Counterclaim, we reserve the right to submit additional issues as may be necessary.

Sincerely,



Norman H. Horton, Jr.

NHH/amb

cc: Blanca Bayó
James Meza, III, Esq.

- CMP _____
- COM 3
- CTR _____
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- RCA _____
- SCR _____
- SEC 1
- OTH _____

DOCUMENT NUMBER-DATE

06002 MAY 26 04

FSC COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint against BellSouth)
Telecommunications, Inc. for alleged)
overbilling and discontinuance of service,)
and petition for emergency order restoring)
service, by IDS Telecom LLC.)
_____)

Docket No. 031125-TP

REVISED PROPOSED ISSUES ON BELLSOUTH'S COUNTERCLAIMS

(With Reservation of New Issues After IDS Files its Defenses)

A. BellSouth's Counterclaim On DUF Charges

1. May BellSouth force IDS to pay for DUF charges related to BellSouth's billing errors under Call Flow Number 12 and/or under any other situation where BellSouth is either not properly billing or not supposed to be billing for usage?
2. Is BellSouth obligated to true-up/true-down final DUF charges under the FCC's Orders granting BellSouth Section 271 approval and/or under the parties' applicable Interconnection Agreement(s)?
3. Are the DUF charges that BellSouth is attempting to bill IDS final cost-based rates?
4. Was BellSouth's back-billing of the DUF charges proper under the parties' Interconnection Agreement(s)?
5. Is BellSouth's back-billing of the DUF charges an unreasonable billing practice under any applicable law?
6. Did BellSouth correctly calculate the Daily Usage File ("DUF") charges for services provided to IDS in Florida?
7. Is any portion of BellSouth's back-billing of the DUF charges barred by any of IDS' affirmative defenses to be plead?

B. BellSouth's Counterclaim On Market-Based Rates

1. For any of the market-based rate charges in dispute, did BellSouth have an obligation under either Florida law, FCC rules, and/or Sections 251/252/271 of the Telecommunications Act to provide local switching?
2. Did BellSouth have an obligation to provide local switching for the first three DS0 lines of any customer who had four or more DS0 lines at the same customer

location?

3. If for any part of the market-based rate dispute, BellSouth had an obligation to provide local switching under Florida law, FCC rules and/or Sections 251/252/271, should BellSouth have charged cost-based rates for local switching and related non-recurring charges?
4. If BellSouth had an obligation to provide local switching under Section 271, what rate should BellSouth have charged, and is that rate a just and reasonable rate for local switching and related non-recurring charges?
5. Are any of the market-based rate charges for local switching and related non-recurring charges, outside of Zone 1 of the top 50 MSAs as per the then applicable FCC rules and/or the parties' Interconnection Agreement(s)?
6. Has BellSouth provided non-discriminatory access to DSO EELs, as per the then applicable FCC rules and/or the parties' Interconnection Agreement(s)?
7. Has BellSouth improperly billed IDS for local switching and related non-recurring charges as part of its market-based rate charges?
8. Was BellSouth's back-billing of the market-based rate charges proper under the parties' Interconnection Agreement(s)?
9. Is BellSouth's back-billing of the market-based rate charges an unreasonable billing practice under any applicable law?
10. Did BellSouth correctly calculate the market-based rate charges for services provided to IDS in Florida?
11. Is any portion of BellSouth's back-billing of the market-based rate charges barred by any of IDS' affirmative defenses to be plead?