

**Matilda Sanders**

**From:** Slaughter, Brenda [Brenda.Slaughter@BELLSOUTH.COM]  
**Sent:** Friday, May 28, 2004 12:06 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Linda Hobbs; Fatool, Vicki; Nancy Sims; Holland, Robyn P.; Meza, James; Bixler, Micheale  
**Subject:** IDS Amended Answer 031125  
**Importance:** High

A. Brenda Slaughter  
 Legal Secretary for James Meza III  
 BellSouth Telecommunications, Inc.  
 c/o Nancy Sims  
 150 South Monroe, Rm. 400  
 Tallahassee, FL 32301-1558  
 (404) 335-0714  
[brenda.slaughter@bellsouth.com](mailto:brenda.slaughter@bellsouth.com)

B. Docket No. 031125-TP: Complaint of IDS Telecom LLC against BellSouth Telecommunications, Inc.  
 for over billing and discontinuance of service, and petition for emergency order restoring service

C. BellSouth Telecommunications, Inc.  
 on behalf of James Meza III

D. 11 pages (filing with signature)  
 9 page WORD (in lieu of disk)

E. BellSouth Telecommunications, Inc.'s Amended Answer

Brenda Slaughter (sent on behalf of James Meza III)  
 BellSouth Telecommunications, Inc.  
 Suite 4300 - Legal Department

**CMP** 675 W. Peachtree Street  
**COM** Atlanta, GA 30375-0001  
 Phone: (404) 335-0714

**CTR** \_\_\_\_\_

**ECR** \_\_\_\_\_

**GCL** <<Amended.pdf>> <<BKDL01!.DOC>>

**OPC** \_\_\_\_\_ \*\*\*\*\*

**MMS** \_\_\_\_\_

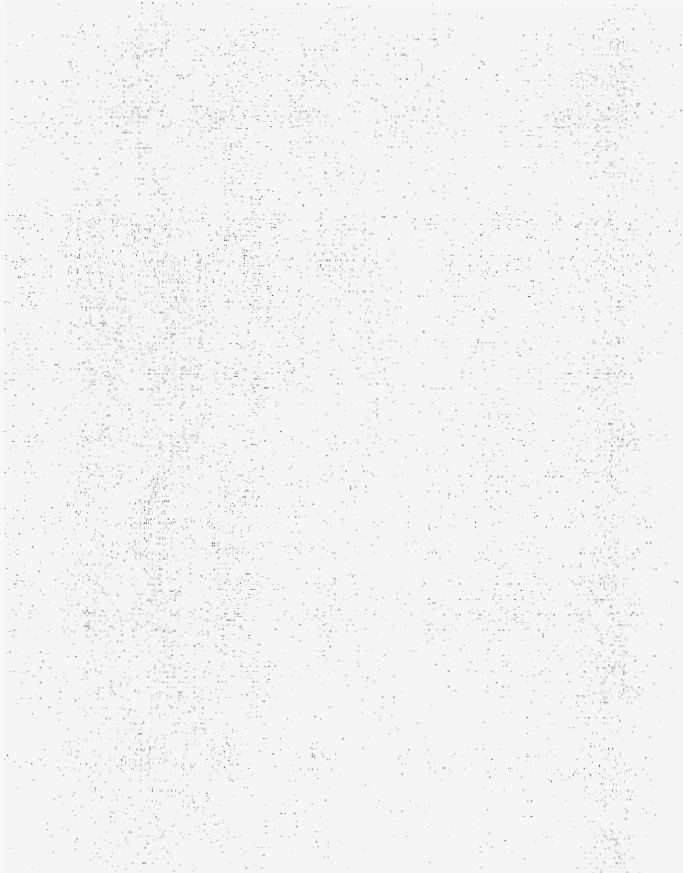
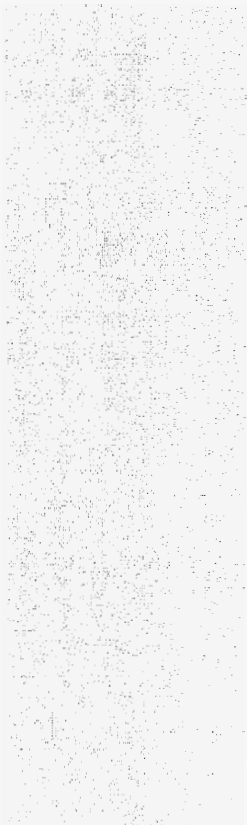
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Legal Department

JAMES MEZA III  
Attorney  
BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0769

May 28, 2004

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: 031125-TP: Complaint of IDS Telecom LLC against BellSouth  
Telecommunications, Inc., for over billing and discontinuance of  
service, and petition for emergency order restoring service**

Dear Ms. Bayó:

Enclosed is BellSouth Telecommunications, Inc.'s Amended Answer. We ask that you file this document in the referenced docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

  
James Meza III (BSS)

Enclosures

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

DOCUMENT NUMBER-DATE

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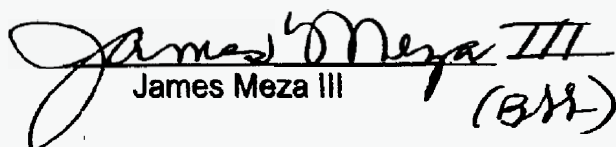
FPOB-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
DOCKET NO. 031125-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via  
Electronic Mail and Facsimile this 28th day of May, 2004 to the following:

Patty Christensen  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
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Fax. No. (850) 413-6221  
[pchriste@psc.state.fl.us](mailto:pchriste@psc.state.fl.us)

Norman H. Horton, Jr.  
Meser, Caparello & Self, P.A.  
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Tallahassee, FL 32302-1876  
Tel. No. (850) 222-0720  
Fax No. (850) 224-4359  
[nhorton@lawfla.com](mailto:nhorton@lawfla.com)  
Represents IDS

  
James Meza III (BM)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint against BellSouth Telecommunications, ) Docket No.: 031125-TP  
Inc. for alleged overbilling and discontinuance of service, )  
by IDS Telcom, LLC )  
\_\_\_\_\_ ) Filed: May 28, 2004

BELLSOUTH'S AMENDED ANSWER

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits this Amended Answer to the Amended Complaint ("Complaint") filed by IDS Telcom, LLC ("IDS").

1. The allegations contained in paragraph 1 of the Amended Complaint do not require a response from BellSouth.
2. BellSouth admits the allegations contained in paragraph 2 of the Amended Complaint.
3. BellSouth denies the allegations contained in paragraph 3 of the Amended Complaint, except to admit that the Commission has jurisdiction to interpret and enforce interconnection agreements that it approves pursuant to Section 252 of the Telecommunications Act of 1996 (the "Act"). BellSouth denies that the Commission has jurisdiction to interpret and enforce settlement agreements or has jurisdiction to find that BellSouth is in violation of federal law.
4. BellSouth denies the allegations contained in paragraph 4 of the Amended Complaint except to admit that IDS filed its original Complaint on December 23, 2003 and that Rule 28-106.202, Florida Administrative Code provides for the amendment of Petitions.

5. BellSouth denies the allegations contained in paragraph 5 of the Amended Complaint, except to admit that the Prior Agreement had an effective date as of January 27, 2001.

6. BellSouth denies the allegations contained in paragraph 6 of the Amended Complaint, except to admit that IDS filed a complaint against BellSouth at the Commission on or about May 11, 2001 and that IDS filed a complaint against BellSouth at the Georgia Public Service Commission on or about July 16, 2001.

7. BellSouth denies the allegations contained in paragraph 7 of the Amended Complaint, except to admit that BellSouth and IDS entered into a confidential settlement agreement (previously defined as "Settlement Agreement") on or about September 27, 2001 and that the Settlement Agreement speaks for itself and is the best evidence of its terms and conditions.

8. BellSouth denies the allegations contained in paragraph 8 of the Amended Complaint, except to admit that BellSouth and IDS entered into an amendment to the Settlement Agreement (previously defined as "Settlement Amendment") containing an effective date of March 25, 2001.

9. BellSouth denies the allegations contained in paragraph 9 of the Amended Complaint (including footnotes), except to admit that the Settlement Amendment speaks for itself and is the best evidence of its terms and conditions.

10. BellSouth denies the allegations contained in paragraph 10 of the Amended Complaint.

11. BellSouth denies the allegations contained in paragraph 11 of the Amended Complaint.

12. BellSouth denies the allegations contained in paragraph 12 of the Amended Complaint, except to admit that IDS has paid some amounts owed on the Q account at issue.

13. BellSouth denies the allegations contained in paragraph 13 of the Amended Complaint, except to admit that BellSouth has requested that IDS pay all undisputed monies owed under the Settlement Agreement, Settlement Amendment, and the Present Agreement.

14. BellSouth denies the allegations contained in paragraph 14 of the Amended Complaint, except to admit that IDS has raised an improper dispute relating to the Q account and that IDS has paid some amounts owed in the Q account.

15. BellSouth denies the allegations contained in paragraph 15 of the Amended Complaint (including footnotes), except to admit that the Present Agreement contains Attachment 7, Section 1.7.2 and Section 31 of the General Terms and Conditions ("GTC"). These provisions speak for themselves and are the best evidence of their terms and conditions.

16. BellSouth denies the allegations contained in paragraph 16 of the Amended Complaint (including footnotes), except to admit that the Present Agreement contains Attachment 7, Section 2.1 and 2.1.1. These provisions speak for themselves and are the best evidence of their terms and conditions.

17. BellSouth denies the allegations contained in paragraph 17 of the Amended Complaint, except to admit that the Present Agreement contains Section 10 of the GTC and that the Prior Agreement contained Section 12 of the GTC. These

provisions speak for themselves and are the best evidence of their terms and conditions.

18. BellSouth denies the allegations contained in paragraph 18 of the Amended Complaint (including footnotes).

19. BellSouth denies the allegations contained in paragraph 19 of the Amended Complaint, except to admit that IDS filed an informal complaint at the Commission on or about November 3, 2003.

20. BellSouth denies the allegations contained in paragraph 20 of the Amended Complaint, except to admit that Commission Staff suggested that IDS file a formal complaint and that IDS has attempted to bring some of its billing disputes to the attention of the FCC.

21. BellSouth denies the allegations contained in paragraph 21 of the Amended Complaint, except to admit that IDS has raised other improper billing disputes, which are referenced in Exhibit F to the Amended Complaint. BellSouth's response to each of these disputes is accurately set forth in BellSouth's December 4, 2003 Letter to the Commission, which is attached hereto as Exhibit 1. BellSouth's incorporates each response herein.

22. BellSouth denies the allegations contained in paragraph 22 of the Amended Complaint, except to admit that BellSouth properly terminated IDS' access to LENS pursuant to the terms of the Present Agreement for IDS' failure to pay undisputed amounts and that BellSouth subsequently restored IDS' access to LENS.

23. BellSouth denies the allegations contained in paragraph 23 of the Amended Complaint, except to admit that LENS is an electronic interface between a



CLEC and BellSouth's wholesale operations that enables CLECs to order, modify, and terminate telephone service to a CLEC's customer.

**COUNT ONE**

24. The allegations contained in paragraph 24 of the Amended Complaint do not require a response from BellSouth. To the extent one is required, they are denied.

25. BellSouth denies the allegations in paragraph 25 of the Amended Complaint, except to admit that IDS filed an informal complaint at the Commission on or about November 3, 2003.

26. BellSouth denies the allegations contained in paragraph 26 of the Amended Complaint.

27. BellSouth denies the allegations contained in paragraph 27 of the Amended Complaint.

**COUNT TWO**

28. The allegations contained in paragraph 28 of the Amended Complaint do not require a response from BellSouth. To the extent one is required, they are denied.

29. BellSouth denies the allegations contained in paragraph 29 of the Amended Complaint, except to admit that the Present Agreement governs the parties' rights and obligations regarding the payment of services, billing disputes, and the suspension and/or termination of services. The Present Agreement speaks for itself and is the best evidence of its terms and conditions.

30. BellSouth denies the allegations contained in paragraph 30 of the Amended Complaint, except to admit that IDS has raised improper disputes relating to the Q account at issue.

31. BellSouth denies the allegations contained in paragraph 31 of the Amended Complaint.

32. BellSouth denies the allegations contained in paragraph 32 of the Amended Complaint.

33. BellSouth denies the allegations contained in paragraph 33 of the Amended Complaint.

34. BellSouth denies the allegations contained in paragraph 34 of the Amended Complaint.

35. BellSouth denies the allegations contained in paragraph 35 of the Amended Complaint.

### **COUNT THREE**

36. The allegations contained in paragraph 36 of the Amended Complaint do not require a response from BellSouth. To the extent one is required, they are denied.

37. The Commission, in Order No. PSC-04-0423-FOF-TP, dismissed this Count from the Amended Complaint and thus it is no longer at issue in this proceeding. In the event an answer is required, BellSouth denies the allegations contained in paragraph 37 of the Amended Complaint. Further, the Commission does not have subject matter jurisdiction to interpret or determine if the Settlement Agreement has been violated.

38. The Commission, in Order No. PSC-04-0423-FOF-TP, dismissed this Count from the Amended Complaint and thus it is no longer at issue in this proceeding. In the even an answer is required, BellSouth denies the allegations contained in paragraph 38 of the Amended Complaint. Further, the Commission does not have

subject matter jurisdiction to interpret the Settlement Agreement, to determine if the Settlement Agreement has been violated, or to order any relief related to the Settlement Agreement

#### **COUNT FOUR**

39. The allegations contained in paragraph 39 of the Amended Complaint do not require a response from BellSouth. To the extent one is required, they are denied.

40. BellSouth denies the allegations contained in paragraph 40 of the Amended Complaint, except to admit that Section 354.01(g), Florida Statutes exists and that this statute speaks for itself and is the best evidence of its terms and conditions.

41. BellSouth denies the allegations contained in paragraph 41 of the Amended Complaint.

42. BellSouth denies the allegations contained in paragraph 42 of the Amended Complaint.

43. BellSouth denies the allegations contained in paragraph 43 of the Amended Complaint.

#### **COUNT FIVE**

44. The allegations contained in paragraph 44 of the Amended Complaint do not require a response from BellSouth. To the extent one is required, they are denied.

45. The Commission, in Order No. PSC-04-0423-FOF-TP, dismissed this Count from the Amended Complaint and thus it is no longer at issue in this proceeding. In the event an answer is required, BellSouth denies the allegations contained in paragraph 45 of the Amended Complaint, except to admit that the Act, as reflected in the Present Agreement, governs BellSouth's relationship with IDS.

46. The Commission, in Order No. PSC-04-0423-FOF-TP, dismissed this Count from the Amended Complaint and thus it is no longer at issue in this proceeding. In the event an answer is required, BellSouth denies the allegations contained in paragraph 46 of the Amended Complaint.

47. The Commission, in Order No. PSC-04-0423-FOF-TP, dismissed this Count from the Amended Complaint and thus it is no longer at issue in this proceeding. In the event an answer is required, BellSouth denies the allegations contained in paragraph 47 of the Amended Complaint. Further, the Commission does not have subject matter jurisdiction to find that BellSouth is in violation of federal law.

48. The Commission, in Order No. PSC-04-0423-FOF-TP, dismissed this Count from the Amended Complaint and thus it is no longer at issue in this proceeding. In the event an answer is required, BellSouth denies the allegations contained in paragraph 48 of the Amended Complaint. Further, the Commission does not have subject matter jurisdiction to find that BellSouth is in violation of federal law.

49. BellSouth denies that IDS is entitled to any of the relief requested by in the WHEREFORE clause.

50. Any allegation not expressly admitted herein, is denied.

#### **AFFIRMATIVE DEFENSES**

1. IDS' Amended Complaint fails to state a cause of action upon which relief can be granted.

2. The Commission lacks subject matter jurisdiction to find that BellSouth is in violation of federal law.

3. The Commission lacks subject matter jurisdiction to interpret or enforce the Settlement Agreement or the Settlement Amendment.

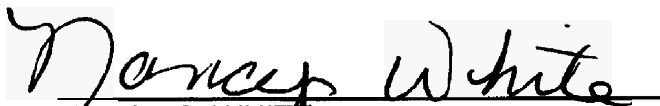
4. IDS' claims are barred by settlement and compromise.


5. IDS' claims are barred by accord and satisfaction.

**WHEREFORE**, for the foregoing reasons, BellSouth requests that the Commission enter judgment in BellSouth's favor on all counts.

Respectfully submitted this 28th day of May, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

  
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