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June 4, 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 are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Motion to Compel, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies are being served via Hand Delivery and Electronic Mail to the parties shown on the attached Certificate of Service.

Sincerely,

James Meza III
James Meza III /Rlt

Enclosures

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

DOCUMENT NUMBER-DATE

06337 JUN -4 3

FPSC-COMMISSION CLERK

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

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Hand Delivery and Electronic Mail this 4th day of June, 2004 to the following:

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Staff Counsel
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Represents IDS


James Meza III

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: June 4, 2004

BELLSOUTH'S MOTION TO COMPEL

Defendant and Counter-Claimant, BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Florida Rule of Civil Procedure 1.380 and Rule 28-106.206, Florida Administrative Code, hereby requests that the Florida Public Service Commission ("Commission") order IDS Telcom, LLC ("IDS") to provide full and complete responses to BellSouth's First Set of Interrogatories and Request for Production. In support, BellSouth states the following:

1. On March 15, 2004, BellSouth served IDS with its First Set of Interrogatories and Requests for Production (collectively referred to as "Discovery"), both of which are attached hereto as Exhibit A.

2. On April 14, 2004, IDS served its responses and objections to the Discovery. In its responses, IDS provided incomplete answers or asserted erroneous objections to a host of discovery requests. On their face, IDS's objections and responses are fatally deficient. A copy of IDS's responses and objections are attached hereto as Exhibit B.

3. BellSouth contacted IDS via email on April 20, 2004 in an attempt to resolve the deficient objections and responses. See April 20, 2004 email from counsel of BellSouth to counsel of IDS, attached hereto as Exhibit C. On April 20, 2004, counsel for IDS stated that IDS would get back to BellSouth on the matters raised in the

email. See April 20, 2004 email from counsel for IDS to counsel for BellSouth, attached hereto as Exhibit D.

4. After hearing no response from IDS, BellSouth again contacted IDS on May 4, 2004 to ascertain IDS's position on the matters set forth in BellSouth's April 20, 2004 email. See May 4, 2004 email from counsel for BellSouth to counsel for IDS, attached hereto as Exhibit E. On that same date, IDS and BellSouth had a conference call to attempt to resolve IDS's deficient responses and objections. In that call, the parties reached agreement on most of the issues, whereby IDS agreed to do all of the following by May 18, 2004: review its original responses and supplement if necessary for some interrogatories, produce responsive documents, or actually provide a responses for other interrogatories. See Second May 4, 2004 email from counsel for BellSouth to counsel for IDS, attached hereto as Exhibit F. For certain discovery requests (Interrogatories 14 and 22), IDS stood by its objections.

5. Due to other pending matters, the parties agreed to extend this deadline to May 20, 2004.

6. IDS failed to comply with the May 4, 2004 agreement between and has not produced any supplemental responses. Thus, BellSouth is forced to file the instant Motion to Compel to obtain the requested information from IDS.

7. Rule 28-106.206, Florida Administrative Code, provides that "parties may obtain discovery through the means and in the manner provided in Rules 1.280 through 1.400, Florida Rules of Civil Procedure. The presiding officer may issue appropriate orders to effectuate the purpose of discovery and to prevent delay, including the

imposition of sanctions in accordance with the Florida Rules of Civil Procedure, except contempt.”

8. Rule 1.380, Florida Rules of Civil Procedure allows for a party to request an order compelling discovery when a party fails to answer discovery. Importantly, pursuant to Rule 1.380(3), “an evasive or incomplete answer shall be treated as a failure to answer.” As set forth below, IDS failed to answer, asserted improper objections, or provided evasive or incomplete answers to Interrogatories 2, 12, 17, 18, 22, 23, and 24 and Request for Production No. 1.¹

9. **Interrogatory No. 2:** This Interrogatory asks for the identification of any person who has any knowledge of any allegation asserted in the Complaint. IDS objected to identifying any person who is not a current/former employee of IDS on the grounds that it is “overly broad and purports to seek information regarding BellSouth employees, which are under BellSouth's own possession and control.” This objection is without merit. First, the Interrogatory is not overly broad as it is narrowly tailored to the identification of persons who have knowledge about allegations in the Complaint. Second, it is irrelevant whether BellSouth employees are “under BellSouth's own possession and control” as to whether IDS has an obligation to provide a full and complete response to this Interrogatory. If IDS knows that certain BellSouth employees have knowledge about the allegations in the Complaint, then IDS should identify those individuals.

10. Moreover, IDS’s response is deficient because IDS fails to identify former IDS employees who were substantially involved in the initial complaint between the

¹ Request for Production No. 1 asked IDS to produce all documents identified in response to the Interrogatories.

parties in 2001 that led to the Settlement Agreement at issue in this proceeding, including Keith Kramer, Bill Gulas, and Becky Wellman. For these reasons, IDS should be ordered to (1) identify all BellSouth employees that may have knowledge about any allegation in the Complaint; and (2) identify all former IDS employees that have knowledge of any allegation in the Complaint.

11. **Interrogatory No. 12:** This Interrogatory asks IDS to identify all disputes it is asserting in the Complaint, the value of each dispute, the basis for each dispute, all documents that support the dispute, and the person who has the most knowledge at IDS about the dispute. IDS objected to the "request for documents in this interrogatory as being protected by the work product privilege." However, IDS failed to provide a privilege log with its response. Pursuant to Rule 1.280(b)(5), a party asserting an objection based on attorney-client privilege or work-product doctrine must provide a privilege log, describing "the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection." IDS has failed to comply with this requirement.

12. Also, IDS failed to identify the person at IDS who has the most knowledge about the Q Account Dispute, which is the only dispute IDS identified in its response. Accordingly, BellSouth requests that IDS produce a privilege log as well as provide a complete response to Interrogatory No. 12, identifying the person with the most knowledge regarding the Q Account dispute.

13. **Interrogatory No. 17:** This Interrogatory asks for the identification of **all** communications (verbal/written) between IDS and BellSouth relating to the Settlement

Agreement and the Settlement Amendment, including date of communication, medium, all IDS employees involved, and a summary of each communication. IDS objected to this interrogatory on the grounds that it is "harassing and abusive because the information sought herein can more efficiently be obtained by use of requests for production, supplemented by deposition testimony (if needed)." This objection is absolutely groundless. There is nothing "harassing and abusive" about asking the plaintiff in a proceeding to identify through interrogatories all communications between the parties that relate specifically to the dispute at issue.

14. Further, IDS's purported "compromise" of producing only certain documents for inspection and copying in lieu of responding to the interrogatory is not sufficient and constitutes an incomplete and evasive answer. The Interrogatory properly asks for the identification of **ALL** communications – not just the limited ones that IDS will make available for inspection and copying. Accordingly, BellSouth requests that IDS identify all communications, both verbal and written, between the parties relating to the Settlement Agreement and Settlement Amendment.

15. **Interrogatory No. 18:** In this Interrogatory, BellSouth requests that IDS clarify its position on the dispute asserted by IDS related to the Q account and the Settlement Agreement. Specifically, BellSouth asks IDS to explain whether IDS disputes the amount allegedly paid to the Q account and the amount billed to the Q account solely because the amount billed and paid exceeds the amount set forth in the Settlement Amendment. In response, IDS raises generally inapplicable objections but goes on to provide a "canned" response that does not address the specific question asked and thus constitutes an evasive and incomplete answer. BellSouth requests that

IDS be compelled to provide a full and complete response to the specific, limited question posed in the interrogatory.

16. **Interrogatory No. 22:** With this Interrogatory, BellSouth is requesting IDS's gross revenues on a monthly basis since March 2002 to evaluate IDS's potential motives for filing disputes in lieu of making payment of amounts owed. IDS objected to this Interrogatory on the grounds that it was "harassing, abusive and calls for the disclosure of confidential information that is irrelevant. . . ."

17. It is BellSouth's belief that IDS may be submitting erroneous billing disputes to reduce its monthly payment obligations because IDS fails to receive sufficient revenues to cover its costs of doing business. Asserting improper billing disputes to reduce payment obligations constitutes a violation of the billing dispute provisions of the Interconnection Agreement, which is an allegation in BellSouth's Counterclaim and a defense to which BellSouth is entitled to raise in response to IDS's Complaint. IDS's gross revenues may prove or disprove this theory and thus is relevant to the proceeding. BellSouth is willing to enter into a confidential agreement with IDS to address IDS's confidential information concerns.

18. **Interrogatories Nos. 23-24:** Interrogatory No. 24. asks for information relating to all legal proceedings where IDS, any owner of IDS, any present or former officer of IDS, and/or any current or former employees of IDS testified about or provided discovery responses relating to IDS's disputes with BellSouth, including but not limited to the Settlement Agreement and the Settlement Amendment. Similarly, Interrogatory No. 25 asks for the identification of all legal proceedings where former employees of IDS sued IDS and alleged facts that implicate or relate to IDS's disputes with BellSouth

the Settlement Agreement, and/or the Settlement Amendment. In response, IDS objected on the grounds that such information was irrelevant but then states that "there are no other legal proceedings in which information regarding issues in this docket have been disclosed or otherwise made a part of any discovery proceeding" and that "IDS will state that it knows of no other legal proceedings (including proceedings involving former employees) which allege any of the facts at issue before the Commission in this docket."

19. IDS's responses are factually incorrect. As can be seen by the attached subpoena issued to BellSouth in Case No.: 02-29516CA-01-13, pending in the 11th Judicial Circuit for Miami-Dade County ("Civil Proceeding"), BellSouth has knowledge that (1) Keith Kramer, Bill Gulas, and Becky Wellman, all former employees of IDS (collectively referred to as the "Plaintiffs"), have sued IDS as well as the principals of IDS; and (2) that the Plaintiffs have requested documents and wish to ask BellSouth questions relating to the Settlement Agreement, any modifications to the Settlement Agreement, monies or credits due to IDS under the Settlement Agreement, and the current status of the Settlement Agreement. See Subpoena, attached hereto as Exhibit G.

20. In addition, from publicly available pleadings, BellSouth understands that IDS's CEO, Joe Millstone, was deposed in the Civil Proceeding and that the parties reached a settlement soon thereafter. See Affidavit of Martin Simkovic, attorney for IDS, attached hereto as Exhibit H ("On May 20, 2003, after the deposition of Joe Millstone, settlement discussions occurred."); Affidavit of Allan Gold, attorney for Plaintiffs, attached hereto as Exhibit I ("On or about May 20, 2003, after the conclusion

of the first part of the deposition of Defendant, Joseph Millstone, the Plaintiffs and Defendants reached an oral settlement.”); Order Granting Plaintiff’s Motion to Enforce Settlement Agreement at 3, attached hereto as Exhibit J (“Joseph Millstone was being deposed and in the middle of Joseph Millstone’s deposition, the deposition ceased. Oral settlement discussions ensued which were to be reduced to writing.”). Under the terms of the Settlement, which IDS apparently attempted to get out of, IDS and/or certain principals of IDS agreed to pay the plaintiffs in the Civil Proceeding a lump sum of \$135,000 as well as 5 percent of any credits in excess of \$2.5 million that IDS received from BellSouth resulting from the Settlement Agreement. See Motion to Enforce Settlement Agreement, attached hereto as Exhibit K; see also, Exhibit J. The plaintiffs are now attempting to enforce the 5 percent component of the settlement and have issued discovery to BellSouth in this regard.²

21. Most, if not all, of the issues identified in the subpoena are also at issue in the instant Commission proceeding. Further, the terms of the settlement agreement in Civil Proceeding directly relate to the Settlement Agreement and the Settlement Amendment and the amount of credits issued pursuant to each. Accordingly, any previous testimony or discovery responses provided by IDS and or current or former employees or principals of IDS in the Civil Proceeding is relevant to the instant case.

22. At a minimum, BellSouth knows that Mr. Millstone gave a deposition in the Civil Proceeding, and IDS has already identified Mr. Millstone in this proceeding as the person who ultimately approved the Settlement Agreement and Settlement Amendment. See IDS’s Response to Interrogatory No. 9, Exhibit B. Clearly, this information is

² Given the terms of this settlement, IDS has every incentive to argue in this proceeding that BellSouth only provided IDS with credits in the amount of \$2.5 million.

relevant as it relates to the same agreements and subject matter that is at issue in the Commission proceeding and should be produced.

23. Based on the above, IDS's statement that "there are no other legal proceedings" that are responsive to Interrogatories Nos. 23 and 24 is false and can only be construed as a deliberate attempt to frustrate the discovery process. Indeed, IDS's refusal to even recognize the existence of the Civil Proceeding in its discovery responses renders the veracity of all of IDS's responses suspect. For these reasons, BellSouth requests that the Commission order IDS to supplement its response to these Interrogatories and provide responsive information that BellSouth knows (and which IDS should know) exists.

24. Throughout its responses to the Interrogatories and the Request for Production, IDS states that it will make certain, limited documents available for inspection. As of May 4, 2004, the parties agreed to provide each other with copies of any responsive documents. To date, IDS has failed to provide BellSouth with any documents. On June 3, 2004, IDS stated that it would provide documents by June 7, 2004. In the event IDS continues its pattern of refusing to comply with its agreements, BellSouth requests that the Commission order IDS to provide responsive information or a date certain that the documents will be made available for inspection and copying.

WHEREFORE, for the foregoing reasons, BellSouth requests that the Commission grant its Motion to Compel and order IDS to provide full and complete responses to the identified Interrogatories and Request for Production.

Respectfully submitted this 4th day of June, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B White / RH

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539782



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint against BellSouth Telecommunications, Inc. for alleged overbilling and discontinuance of service, by IDS Telecom, LLC) Docket No.: 031125-TP
)
) Filed: March 15, 2004

BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES TO IDS TELECOM, LLC

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28.106-206, Florida Administrative Code and Rule 1.340, Florida Rules of Civil Procedure hereby serves its First Set of Interrogatories to IDS Telecom, LLC ("IDS").

INSTRUCTIONS

(a) If any response required by way of answer to these Interrogatories is considered to contain confidential or protected information, please furnish this information subject to a protective agreement.

(b) If any response required by way of answer to these Interrogatories is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion.

(c) These Interrogatories are to be answered with reference to all information in your possession, custody or control or reasonably available to you.

(d) If any Interrogatory cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of an Interrogatory, answer all parts of the Interrogatory to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

(e) These Interrogatories are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these Interrogatories subsequently become known or should your initial response be incorrect or untrue.

DEFINITIONS

(a) "IDS" means IDS Telecom, LLC, any predecessors in interest, its parent, subsidiaries, and affiliates, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of IDS.

(b) "You" and "your" refer to IDS.

(c) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(d) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(e) "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (e.g., a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify

the document or documents which refer to or evidence the communication, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

(f) "Complaint" refers to the Complaint IDS filed on December 23, 2003 at the Commission as well as the Amended Complaint IDS filed on December 30, 2003 at the Commission.

(g) "Commission" means the Florida Public Service Commission.

(h) "Confidential Settlement" means the September 27, 2001 confidential settlement agreement between IDS and BellSouth, as defined by IDS in the Complaint.

(i) "Settlement Amendment" means the March 25, 2002 amendment to the Confidential Settlement, as defined by IDS in the Complaint

(h) The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of IDS, including, but not limited to, emails, correspondence, memoranda, drafts, workpapers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail files, and copies of such writing or records containing any commentary or notation whatsoever that does not appear in the original.

INTERROGATORIES

1. Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.
2. Identify all persons who have any knowledge about any of the allegations asserted in the Complaint, describing in detail the name of the person, the last known address of the person, where the person is employed, and a summary of each person's knowledge.
3. Identify all documents that refer or relate to any issue or allegations raised in the Complaint.
4. Identify each person whom you expect to call as an expert witness at the hearing of this matter. With respect to each such expert, please state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.
5. Identify all documents that were provided or made available to any expert identified in response to Interrogatory No. 4.
6. Identify all documents upon which IDS intends to rely or introduce into evidence at the hearing on this matter.
7. Identify the last known address of Bob Hacker.
8. Describe the reason why Bob Hacker is no longer employed with IDS and state the date Mr. Hacker ceased being employed by IDS.
9. Identify the person(s) at IDS who were responsible for negotiating the Confidential Settlement and Settlement Amendment on behalf of IDS.

10. Identify all Commission, FCC, or state and/or federal court proceedings where IDS has asserted billing complaints or disputes against BellSouth. For each such proceeding, identify (1) the case caption; (2) the disputes asserted in each proceeding; (3) the monetary value of each dispute asserted in each proceeding; (4) the time period of each dispute asserted in each proceeding; and (5) the status of each dispute.

11. Is IDS asserting any billing dispute in the instant Commission proceeding that IDS is also asserting in another Commission, FCC, state court or federal court proceeding? If so, identify each such dispute and the date each similar dispute was asserted in another proceeding.

12. Identify all billing disputes that IDS is asserting in the instant Commission proceeding, the monetary value of each dispute, the basis for each such dispute, all documents that support each dispute, and the person with the most knowledge at IDS about each dispute.

13. Regarding the FCC Complaint referred to in paragraph 20 of the Complaint, state whether the DUF charge dispute at the FCC is also at issue in the instant Commission proceeding.

14. Regarding IDS' allegations in paragraph 20 of the Complaint wherein it states that it "has begun to prepare filings on each of its remaining disputes," please (1) describe in detail the nature and basis of each "remaining" dispute; (2) identify the amount of each "remaining" dispute; (3) identify where IDS is pursuing or intends to pursue each "remaining" dispute; (4) identify the person at IDS with

the most knowledge of each "remaining" dispute; and (5) state whether IDS has submitted billing disputes to BellSouth for each such "remaining" dispute.

15. Regarding paragraph 21 of the Complaint, please identify all billing disputes that IDS was referencing when it stated that there was "the possibility of additional unresolved disputes." For each such "possible" dispute, please (1) describe in detail the nature and basis of each dispute; (2) identify the amount of each dispute; (3) state whether IDS is pursuing this dispute and if so in what forum; (4) identify the person at IDS with the most knowledge of each dispute; and (5) state whether IDS has submitted billing disputes to BellSouth for each such dispute.

16. Regarding paragraph 21 of the Complaint, please identify all disputes "that are more appropriate before another commission . . ." For each such dispute, please (1) describe in detail the nature and basis of each dispute; (2) identify the amount of each dispute; (3) state whether IDS is pursuing this dispute and if so in what forum; (4) identify the person at IDS with the most knowledge of each dispute; and (5) state whether IDS has submitted billing disputes to BellSouth for each such dispute.

17. Identify all communications (verbal and/or written) between BellSouth and IDS relating to the Confidential Settlement and/or the Settlement Amendment. For each such dispute, please identify (1) the date of each communication; (2) the medium of each communication (written or verbal); (3) all IDS employees involved in the communication; and (4) a summary of each communication.

18. Is IDS asserting that IDS does not owe BellSouth the \$3,049,140.74 allegedly paid to the Q account or the \$3,231,996.10 allegedly billed in the Q account, as set forth in paragraphs 10 and 12 of the Complaint, solely because the amount billed and paid exceeds the amount set forth in the Settlement Amendment?

19. Identify the specific irreparable harm that IDS alleged it sustained as a result of BellSouth terminating IDS' access to LENS, as set forth in paragraph 27 of the Complaint.

20. Identify each customer by working telephone number ("WTN") that IDS allegedly lost or was unable to retain and the date of each alleged loss as a result of BellSouth terminating IDS' access to LENS.

21. Please provide all legal support for IDS' contention that Rule 25-22.032(6), Florida Administrative Code, prohibits BellSouth from discontinuing service to IDS during the complaint process because of any unpaid disputed bill, as alleged in paragraph 26 of the Complaint.

22. Identify IDS' gross revenues on a monthly basis from March 2002 to the present.

23. Identify all legal proceedings (by case caption and court) where IDS, any owner of IDS, any present or former officer of IDS, and/or any current or former employee of IDS testified about or provided discovery responses relating to IDS' disputes with BellSouth, the Confidential Settlement, and/or the Settlement

Amendment. For each such proceeding, identify all pleadings, depositions, and discovery responses responsive to this Interrogatory.

24. Identify all legal proceedings (by case caption and court) where former employees of IDS sued IDS and alleged facts that implicated or relate to the IDS' disputes with BellSouth, the Confidential Settlement, and/or the Settlement Amendment.

25. Regarding IDS' dispute entitled "Conversion charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that BellSouth continues the charge the "old rate" for UNE conversions; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

26. Regarding IDS' dispute entitled "Engineering charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth erroneously imposes engineering charges for which there is no documentation or an otherwise adequate method for validating charges" and that "BellSouth is charging us for repairs on the BellSouth side of the demarcation point"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and

billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the portion of these undisputed charges, and if so, state the amount paid.

27. Regarding IDS' dispute entitled "Non-Basic 1 and Non-Basic 4 charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth erroneously bills non basic charges on basic UNE lines"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

28. Regarding IDS' dispute entitled "Port install and disconnect charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth inappropriately charges multiples of the first-line port install or disconnect charge for all lines on multi-line orders" and that "BellSouth charges a disconnect fee to IDS when BellSouth or a third party carrier wins an IDS customer"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time

period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

29. Regarding IDS' dispute entitled "Port/loop rerates" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth mistakenly continued to charge the old rate for a period of time and failed to credit IDS for such overcharges"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

30. Regarding IDS' dispute entitled "Usage rerates" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth mistakenly continued to charge the old rate for a period of time and failed to credit IDS for such overcharges"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of

the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

31. Regarding IDS' dispute entitled "Market-based rates" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth bills IDS an improper rate for ports on accounts in excess of four lines and fails to bill in a mechanized fashion" and that "BellSouth improperly bills a market-based rate on lines that are not in the MSA"; (2) identify the rate that IDS believes BellSouth should be charging IDS for ports on accounts in excess of four lines; (3) identify the source of any obligation of BellSouth to bill IDS "in a mechanized fashion"; (4) describe in detail what IDS' understanding of what a bill in a "mechanized fashion" would look like; (5) describe in detail the basis for the dispute; (6) identify the amount of the dispute; (7) identify the time period and billing cycles that are the subject of the dispute; (8) identify the WTNs at issue in this dispute on a monthly basis; (9) identify how IDS learned of the dispute; (10) identify the person at IDS who has the most knowledge about the dispute; and (11) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

32. Regarding the "issues subject to confidentiality requirements" that IDS refers to in Exhibit F to the Complaint, please (1) identify each such dispute and any documents that support each dispute; (2) describe in detail the basis for each dispute; (3) identify the amount of each dispute; (4) identify the time period

and billing cycles that are the subject of each dispute; (5) identify the WTNs at issue in each dispute on a monthly basis; (6) identify how IDS learned of each dispute; (7) identify the person at IDS who has the most knowledge about each dispute; and (8) state whether IDS has paid the undisputed portion of each dispute, and if so, state the amount paid.

33. Please identify all documents that support your contention in Exhibit F to the Complaint that BellSouth "failed to promptly acknowledge and properly process billing disputes" and that "BellSouth refuses to supply [IDS] with requested information."

34. Please identify all instances where BellSouth allegedly "failed to promptly acknowledge and properly process billing disputes, setting forth the date of each such instance; the BellSouth employee(s) associated with each such instance; and the specific dispute in question.

35. Please identify all instances where BellSouth allegedly failed to "supply [IDS] with requested information, setting forth the date of each such instance; the BellSouth employee(s) associated with each such instance; the specific dispute in question; and the information requested by IDS.

Respectfully submitted this 15th day of March, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.


NANCY B. WHITE

c/o Nancy H. Sims
150 So. Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558


R. DOUGLAS LACKEY

JAMES MEZA III
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0769

531082

(e) These Requests for Production are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these Requests for Production subsequently become known or should your initial response be incorrect or untrue.

DEFINITIONS

(a) "IDS" means IDS Telecom, LLC, any predecessors in interest, its parent, subsidiaries, and affiliates, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of IDS.

(b) "You" and "your" refer to IDS.

(c) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(d) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(e) "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (e.g., a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify

the document or documents which refer to or evidence the communication, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

(f) "Complaint" refers to the Complaint IDS filed on December 23, 2003 at the Commission as well as the Amended Complaint IDS filed on December 30, 2003 at the Commission.

(g) "Commission" means the Florida Public Service Commission.

(h) "Confidential Settlement" means the September 27, 2001 confidential settlement agreement between IDS and BellSouth, as defined by IDS in the Complaint.

(i) "Settlement Amendment" means the March 25, 2002 amendment to the Confidential Settlement, as defined by IDS in the Complaint

(h) The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of IDS, including, but not limited to, emails, correspondence, memoranda, drafts, workpapers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail files, and copies of such writing or records containing any commentary or notation whatsoever that does not appear in the original.

REQUESTS FOR PRODUCTION

1. Please produce all documents identified, referred to, relied upon or a responsive to BellSouth's First Set of Interrogatories propounded upon IDS on March 15, 2002.

Respectfully submitted this 15th day of March, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.



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FLORIDA PUBLIC SERVICE COMMISSION

Complaint of IDS Telcom, LLC against)
BellSouth Telecommunications, Inc. for) Docket No. 031125-TP
over billing and discontinuance of service, and)
petition for emergency order restoring service) Filed: April 14, 2004

**PETITIONER IDS TELCOM'S COMBINED
RESPONSES TO BELL SOUTH'S FIRST SET OF
INTERROGATORIES AND REQUESTS FOR PRODUCTION**

Petitioner IDS TELCOM, LLC ("IDS"), by and through its undersigned counsel hereby serves this its response and objections to the Respondent BELLSOUTH TELECOMMUNICATIONS, INC.'s ("BellSouth") First Set Of Interrogatories To IDS Telcom, LLC and First Set Of Requests For Production To IDS Telcom (both dated March 15, 2004), and in support thereof states as follows.

I. General Objections Applicable To All Interrogatories

1 IDS objects to each document request to the extent it seeks material protected by the attorney-client privilege, the attorney work product privilege, accountant-client privilege or any other recognized privilege.

2 IDS objects to each interrogatory on the grounds that BellSouth has exceeded the number of interrogatories allowed under Fla.R.Civ.P. 1.340(a), which limits interrogatories in an action to a total of thirty (30), including all subparts. On its face and without considering subparts, BellSouth has numbered thirty-five (35) interrogatories. However, numerous interrogatories have multiple questions, and some have enumerated subparts ranging from four to ten subparts within each interrogatory. When all subparts have been counted, BellSouth has propounded approximately one-hundred and twenty-three (123) interrogatories. IDS objects to BellSouth's

interrogatories on the grounds that they exceed the number allowed under Fla.R.Civ.P. 340(a).

3. IDS also objects to BellSouth's interrogatories on the grounds that they seek information irrelevant to the dispute identified in the Amended Petition. The Amended Petition alleges facts and issues involving BellSouth's disconnection of IDS' access to LENS as a result of a dispute over payments made (and credits given) under a Settlement Agreement between the parties dated September 27, 2001, and a subsequent Amendment To Settlement Agreement dated March 25, 2002. Those agreements resolved certain prior disputes (including billing disputes) between the parties. Despite IDS having made all payments required under those agreements, BellSouth nevertheless demanded more monies and then unilaterally denied IDS access to LENS. IDS objects to BellSouth's interrogatories to the extent they ask about other disputes between the parties.

4. IDS objects to BellSouth's interrogatories on the grounds that they are vague, overly broad, abusive, harassing, seek confidential and proprietary information wholly irrelevant to anything possibly at issue.

5. IDS objects to BellSouth's interrogatories on the grounds that they are vexatious, harassing, and unduly burdensome and call for information that is wholly irrelevant and are not reasonable calculated to lead to the discovery of admissible evidence.

6. IDS objects to BellSouth interrogatories to the extent they purport to impose obligations upon IDS beyond those set forth in the Florida Rules of Civil Procedure, the Florida Administrative Code, and/or any other statute or rules governing BellSouth's interrogatory requests.

These response are made without waiver of and with the preservation of: (i) all questions as to competency, relevancy, materiality, privilege and admissibility of any response, answer and/or document provided herein, as evidence for any purpose in any further proceedings in this action and

in any other action; (ii) the right to object to the use of any such response, answer and/or document, or subject matter thereof, on any ground and in any further proceedings of this action or any other action; and (iii) the right to object on any ground at any time to a demand or to any other request, interrogatory, or other discovery proceeding involving or relating to the subject matter of the interrogatories responded to herein.

II. Specific Responses To Each Interrogatory

Interrogatory 1:

Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.

Response:

- (1) Angel L. Leiro
- (2) Elizabeth Fefer
- (3) Raquel Rencher

Interrogatory 2:

Identify all persons who have any knowledge about any of the allegations asserted in the Complaint, describing in detail the name of the person, the last known address of the person, where the person is employed, and a summary of each person's knowledge.

Response:

IDS incorporates its general objections by reference herein. IDS also objects on the grounds that this interrogatory is overly broad and purports to seek information regarding BellSouth employees, which are under BellSouth's own possession and control. Hence IDS only responds to this request by providing the names of current and former IDS employees; and

otherwise objects to providing any further answer other than that given below.

The following current and former employees of IDS have information regarding the Amended Petition:

(1) Angel M. Leiro – currently employed by IDS at 1525 N.W. 167 Street, Suite 200, Miami, Florida 33169. Mr. Leiro has general knowledge about most (if not all) of the allegations in the Amended Petition.

(2) Elizabeth Fefer – currently employed by IDS at 1525 N.W. 167 Street, Suite 200, Miami, Florida 33169. Ms. Fefer has knowledge about the IDS payments made (and BellSouth application of such payments) under the Settlement Agreement and Amendment To Settlement Agreement, and issues surrounding BellSouth denying IDS access to LENS after demanding monies no longer owed under these agreements.

(3) Raquel Rencher – currently employed by IDS at 1525 N.W. 167 Street, Suite 200, Miami, Florida 33169. Ms. Rencher has knowledge about the BellSouth bills and the billing dispute over application of IDS' payments under the Settlement Agreement and Amendment To Settlement Agreement

(4) Robert Hacker – no longer employed by IDS. Last known address is 240 Cranwood Drive, Miami, Florida 33149. Mr. Hacker was formerly the CFO of IDS and has knowledge of the negotiation and execution of the Settlement Agreement and Amendment To Settlement Agreement.

Interrogatory 3:

Identify all documents that refer or relate to any issue or allegations raised in the Complaint.

Response:

IDS incorporates its general objections by reference herein. Moreover, apart from the

overly broad nature of this request and other objections, this interrogatory can be answered by making available documents for inspection and copying. Notwithstanding these objections, pursuant to Fla.R.Civ.P. 1.340(c), IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

Interrogatory 4:

Identify each person whom you expect to call as an expert witness at the hearing of this matter. With respect to each such expert, please state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

Response:

IDS currently has no intention of calling an expert witness in this docket.

Interrogatory 5:

Identify all documents that were provided or made available to any expert identified in response to Interrogatory No. 4.

Response:

IDS currently has no intention of calling an expert witness in this docket. Hence, no

documents have been provided to any experts.

Interrogatory 6:

Identify all documents upon which IDS intends to rely or introduce into evidence at the hearing on this matter.

Response:

IDS incorporates its general objections by reference herein. Furthermore, this request calls for the disclosure of information protected by the work product privilege. Apart from the overly broad nature of this request, the fact that discovery has only begun and is still subject to change, and other relevant objections, this interrogatory can be answered by making available documents for inspection and copying. Notwithstanding these objections, pursuant to Fla.R.Civ.P. 1.340(c), IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

Interrogatory 7:

Identify the last known address of Bob Hacker.

Response:

Robert Hacker's last known address is 240 Cranwood Drive, Miami, Florida 33149.

Interrogatory 8:

Describe the reason why Bob Hacker is no longer employed with IDS and state the date Mr. Hacker ceased being employed by IDS.

Response:

Robert Hacker was originally employed in or about September 2000, for the primary purpose of assisting in the making of preparations for and thereafter selling the business. Since that time, IDS and Hacker have mutually decided to end their business relationship amicably. Hacker ceased being employed by IDS on or about December 16, 2003.

Interrogatory 9:

Identify the person(s) at IDS who were responsible for negotiating the Confidential Settlement and Settlement Amendment on behalf of IDS.

Response:

Robert Hacker was primarily involved in the negotiation of the Settlement Agreement and Amendment To Settlement Agreement. He had assistance and input from Angel Leiro, Elizabeth Fefer and Raquel Rencher. Final approval authority over the Settlement Agreement and Amendment To Settlement Agreement rested with Joseph Millstone.

Interrogatory 10:

Identify all Commission, FCC, or state and/or federal court proceedings where IDS has asserted billing complaints or disputes against BellSouth. For each such proceeding, identify (1) the case caption; (2) the disputes asserted in each proceeding; (3) the monetary value of each dispute asserted in each proceeding; (4) the time period of each dispute asserted in each proceeding; and (5) the status of each dispute.

Response:

IDS incorporates its general objections by reference herein. Moreover, this request is irrelevant to the subject matter of this docket, overly broad and abusive, and not likely to lead to the discovery of admissible evidence. Nevertheless, IDS will state that the counts alleged in the Amended Petition (including the limited subject matter thereof) have only been brought in this docket and are not currently before any other Commission, the FCC, or any state and/or federal court.

Interrogatory 11:

Is IDS asserting any billing dispute in the instant Commission proceeding that IDS is also asserting in another Commission, FCC, state court or federal court proceeding? If so, identify each such dispute and the date each similar dispute was asserted in another proceeding.

Response:

The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. This dispute has only been brought in this docket and is not currently before any other Commission, the FCC, or any state and/or federal court.

Interrogatory 12:

Identify all billing disputes that IDS is asserting in the instant Commission proceeding, the monetary value of each dispute, the basis for each such dispute, all documents that support each dispute, and the person with the most knowledge at IDS about each dispute.

Response:

IDS incorporates its general objections by reference herein. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full.

There is technically no monetary value associated with the dispute because IDS has paid all amounts due under of the Settlement Agreement and Amendment To Settlement Agreement in full. Nevertheless, the gross amount of dollars involved can be found in Exhibit "A" to the Amended Petition, which is a copy of the Amendment To Settlement Agreement and details the payments to be made. Exhibit "B" to the Amended Petition shows IDS' accounting of payments made under the Settlement Agreement and Amendment To Settlement Agreement and reflects the fact that IDS had in fact overpaid the account in error. It is IDS' position that the overpayment of \$334,272.1 reflected in Exhibit "B" to the Amended Petition, has been and/or should have been applied to other billing accounts. Notwithstanding IDS' overpayment of this account (set up under the Settlement Agreement and Amendment To Settlement Agreement), BellSouth claimed that IDS still owed approximately \$611,627.42. IDS disputes this BellSouth position.

Furthermore, it is IDS' position that Angel Leiro's letter of November 3, 2003 to the Florida Public Service Commission regarding an informal complaint under Rule 25-22.032, raised the issues in this docket under the rubric of Category 8. BellSouth took unilateral action to deny IDS access to LENS knowing that dispute Category 8 in Mr. Leiro's letter of November 3, 2003 referred to the matters alleged in this docket.

IDS further objects to BellSouth's request for documents in this interrogatory as being protected by the work product privilege. Nevertheless, apart from the overly broad nature of this

request, the fact that discovery has only begun and is still subject to change, and other relevant objections, this interrogatory can be answered by making available documents for inspection and copying. Notwithstanding its objections, pursuant to Fla.R.Civ.P. 340(c), IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

Interrogatory 13:

Regarding the FCC Complaint referred to in paragraph 20 of the Complaint, state whether the DUF charge dispute at the FCC is also at issue in the instant Commission proceeding.

Response:

IDS incorporates its general objections by reference herein. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. The "DUF charge dispute" (as characterized by BellSouth) is not an issue in the instant Commission proceeding.

Interrogatory 14:

Regarding IDS' allegations in paragraph 20 of the Complaint wherein it states that it "has begun to prepare filings on each of its remaining disputes," please (1) describe in detail the nature

and basis of each "remaining" dispute; (2) identify the amount of each "remaining" dispute; (3) identify where IDS is pursuing or intends to pursue each "remaining" dispute; (4) identify the person at IDS with the most knowledge of each "remaining" dispute; and (5) state whether IDS has submitted billing disputes to BellSouth for each such "remaining" dispute.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement.

Interrogatory 15:

Regarding paragraph 21 of the Complaint, please identify all billing disputes that IDS was referencing when it stated that there was "the possibility of additional unresolved disputes." For each such "possible" dispute, please (1) describe in detail the nature and basis of each dispute; (2) identify the amount of each dispute; (3) state whether IDS is pursuing this dispute and if so in what forum; (4) identify the person at IDS with the most knowledge of each dispute; and (5) state whether IDS has submitted billing disputes to BellSouth for each such dispute.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement.

Interrogatory 16:

Regarding paragraph 21 of the Complaint, please identify all disputes "that are more appropriate before another commission..." For each such dispute, please (1) describe in detail the nature and basis of each dispute; (2) identify the amount of each dispute; (3) state whether IDS is pursuing this dispute and if so in what forum; (4) identify the person at IDS with the most knowledge of each dispute; and (5) state whether IDS has submitted billing disputes to BellSouth for each such dispute.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises

from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement.

Interrogatory 17:

Identify all communications (verbal and/or written) between BellSouth and IDS relating to the Confidential Settlement and/or the Settlement Amendment. For each such dispute, please identify (1) the date of each communication; (2) the medium of each communication (written or verbal); (3) all IDS employees involved in the communication; and (4) a summary of each communication.

Response:

IDS incorporates its general objections by reference herein. Furthermore, this request is harassing and abusive because the information sought herein can more efficiently be obtained by use of requests for production, supplemented by deposition testimony (if needed). As a compromise (and as offered in other responses), IDS is willing to make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents

will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

Interrogatory 18:

Is IDS asserting that IDS does not owe BellSouth the \$3,049,140.74 allegedly paid to the Q account or the \$3,231,996.10 allegedly billed in the Q account, as set forth in paragraphs 10 and 12 of the Complaint, solely because the amount billed and paid exceeds the amount set forth in the Settlement Amendment?

Response:

IDS objects to this interrogatory on the grounds that it is vague, unintelligible and contradicts the very allegations of the Amended Petition. Nevertheless, IDS states that its position is that the parties entered into a Settlement Agreement and Amendment To Settlement Agreement, and no other agreements regarding the subject matter. Furthermore, IDS has made all payments due under the Settlement Agreement and Amendment To Settlement Agreement in accordance with such documents. Lastly, IDS has fulfilled its obligations under Settlement Agreement and Amendment To Settlement Agreement and thus BellSouth had no right to demand additional monies or otherwise deny IDS access to LENS in order to extort excess monies.

Interrogatory 19:

Identify the specific irreparable harm that IDS alleged it sustained as a result of BellSouth terminating IDS' access to LENS, as set forth in paragraph 27 of the Complaint.

Response:

IDS objects to this interrogatory on the grounds that it is vague and unintelligible.

Particularly since the definition of irreparable harm includes factors that cannot be quantified. Nevertheless, IDS will state that without access to LENS, it is: (a) impossible to convert new customers and accounts; (b) impossible to service existing customer accounts; and (c) impossible to terminate specific existing accounts. In short, without access to the OSS systems available in LENS, it is impossible for a CLEC to maintain and service its customers, thereby causing injury to IDS' customer base.

It is also IDS' understanding that two federal court judges (Judge Mark of the Southern District Bankruptcy Court and Judge Hinkle of the Northern District of Florida District Court) have found irreparable harm where BellSouth denied another CLEC access to LENS (i.e. Supra Telecom). The reasons each such court found irreparable harm in BellSouth's denial of access in those cases, apply equally here. IDS does not restate those reasons because BellSouth obviously has copies of those court proceedings.

Interrogatory 20:

Identify each customer by working telephone number ("WTN") that IDS allegedly lost or was unable to retain and the date of each alleged loss as a result of BellSouth terminating IDS' access to LENS.

Response:

IDS has not quantified its lost customers or lost customer good will resulting from BellSouth's denial of access to LENS, and thus cannot reasonably answer this interrogatory at this time. Moreover, by their very nature, these losses are difficult to identify and quantify. The lack of an ability to quantify such injury (to the extent possible), is further evidence that the harmed caused by BellSouth was irreparable.

Interrogatory 21:

Please provide all legal support for IDS' contention that Rule 25-22.032(6), Florida Administrative Code, prohibits BellSouth from discontinuing service to IDS during the complaint process because of any unpaid disputed bill, as alleged in paragraph 26 of the Complaint.

Response:

IDS incorporates its general objections by reference herein. IDS further objects to this interrogatory on the grounds that it calls for legal conclusions and violates the work product privilege. The legal rational which BellSouth seeks, will most likely be the subject of post-hearing briefing, and thus are arguments and legal reasoning which BellSouth is not yet entitled to have. Finally, the Florida Administrative Code section, and decisions interpreting it, speak for themselves.

Interrogatory 22:

Identify IDS' gross revenues on a monthly basis from March 2002 to the present.

Response:

IDS incorporates its general objections by reference herein. IDS further objects to this interrogatory on the grounds that it is harassing, abusive and calls for the disclosure of confidential information that is irrelevant and not likely to lead to the discovery of admissible evidence. Notwithstanding this objection, if BellSouth can demonstrate to IDS a legitimate need for this information, IDS in its sole discretion, will consider producing documents from which this information can be derived.

Interrogatory 23:

Identify all legal proceedings (by case caption and court) where IDS, any owner of IDS, any

present or former officer of IDS, and/or any current or former employee of IDS testified about or provided discovery responses relating to IDS' disputes with BellSouth, the Confidential Settlement, and/or the Settlement Amendment. For each such proceeding, identify all pleadings, depositions, and discovery responses responsive to this Interrogatory.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Notwithstanding the above, IDS will state that this dispute has only been brought in this docket and is not currently before (nor has it been before) any other Commission, the FCC, or any state and/or federal court. Hence, there are no other legal proceedings in which information regarding issues in this docket have been disclosed or otherwise made a part of any discovery proceedings.

Interrogatory 24:

Identify all legal proceedings (by case caption and court) where former employees of IDS sued IDS and alleged facts that implicated or relate to the IDS' disputes with BellSouth, the Confidential Settlement, and/or the Settlement Amendment.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's

interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Notwithstanding the above, IDS will state that it knows of no other legal proceedings (including proceeding involving former employees) which allege any of the facts at issue before the Commission in this docket.

Interrogatory 25:

Regarding IDS' dispute entitled "Conversion charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that BellSouth continues the charge the "old rate" for UNE conversions; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further

monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues in dispute in this docket, were in fact referenced in Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

Interrogatory 26:

Regarding IDS' dispute entitled "Engineering charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth erroneously imposes engineering charges for which there is no documentation or an otherwise adequate method for validating charges" and that "BellSouth is charging us for repairs on the BellSouth side of the demarcation point"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the portion of these undisputed charges, and if so, state

the amount paid.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

Interrogatory 27:

Regarding IDS' dispute entitled "Non-Basic 1 and Non-Basic 4 charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth erroneously bills non basic charges on basic UNE lines":

(2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

Interrogatory 28:

Regarding IDS' dispute entitled "Port install and disconnect charges" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth inappropriately charges multiples of the first-line port install or disconnect charge for all lines on multi-line orders" and that "BellSouth charges a disconnect fee to IDS when BellSouth or a third party carrier wins an IDS customer"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the

fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

Interrogatory 29:

Regarding IDS' dispute entitled "Port/loop rerates" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth mistakenly continued to charge the old rate for a period of time and failed to credit IDS for such overcharges"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in

this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

Interrogatory 30:

Regarding IDS' dispute entitled "Usage rerates" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth mistakenly continued to charge the old rate for a period of time and failed to credit IDS for such overcharges"; (2) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (4) identify the time period and billing cycles that are the subject of the dispute; (5) identify the WTNs at issue in this dispute on a monthly basis; (6) identify how IDS learned of the dispute; (7) identify the person at IDS who has the most knowledge about the dispute; and (8) state whether IDS has charges, and if so, state the amount paid.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery

of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

Interrogatory 31:

Regarding IDS' dispute entitled "Market-based rates" as set forth in Exhibit F to the Complaint, please (1) identify all documents that support the dispute and specifically the allegation that "BellSouth bills IDS an improper rate for ports on accounts in excess of four lines and fails to bill in a mechanized fashion" and that "BellSouth improperly bills a market-based rate on lines that are not in the MSA"; (2) identify the rate that IDS believes BellSouth should be charging IDS for ports on accounts in excess of four lines; (3) identify the source of any obligation of BellSouth to bill IDS "in a mechanized fashion"; (4) describe in detail what IDS' understanding of what a bill in

a "mechanized fashion" would look like; (5) describe in detail the basis for the dispute; (3) identify the amount of the dispute; (6) identify the time period and billing cycles that are the subject of the dispute; (7) identify the WTNs at issue in this dispute on a monthly basis; (8) identify how IDS learned of the dispute; (9) identify the person at IDS who has the most knowledge about the dispute; and (10) state whether IDS has paid the undisputed portion of these charges, and if so, state the amount paid.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to

LENS.

Interrogatory 32:

Regarding the "issues subject to confidentiality requirements" that IDS refers to in Exhibit F to the Complaint, please (1) identify each such dispute and any documents that support each dispute; (2) describe in detail the basis for each dispute; (3) identify the amount of each dispute; (4) identify the time period and billing cycles that are the subject of each dispute; (5) identify the WTNs at issue in each dispute on a monthly basis; (6) identify how IDS learned of each dispute; (7) identify the person at IDS who has the most knowledge about each dispute; and (8) state whether IDS has paid the undisputed portion of each dispute, and if so, state the amount paid.

Response:

IDS incorporates its general objections by reference herein. The "issues subject to confidentiality requirements" refer to those issues set forth in the Amended Petition in this docket (at least as of the date of November 3, 2003). The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. The specifics of this dispute are set forth in the Amended Petition. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally

declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

IDS further objects to BellSouth's other requests for details as harassing, abusive, vexatious and more properly the subject of other discovery methods, including production requests and/or depositions. Nevertheless, most (if not all) of the details requested can be found in relevant documentation, and thus pursuant to Fla.R.Civ.P. 1.340(c), IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

Interrogatory 33:

Please identify all documents that support your contention in Exhibit F to the Complaint that BellSouth "failed to promptly acknowledge and properly process billing disputes" and that "BellSouth refuses to supply [IDS] with requested information."

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further

monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS. These actions reflect that BellSouth "failed to promptly acknowledge and properly process billing disputes". Moreover, BellSouth's act of refusing to specify how it claimed IDS still owed BellSouth money under the settlement agreements, is evidence that "BellSouth refuses to supply [IDS] with requested information."

Interrogatory 34:

Please identify all instances where BellSouth allegedly "failed to promptly acknowledge and properly process billing disputes, setting forth the date of each such instance; the BellSouth employee(s) associated with each such instance; and the specific dispute in question.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery

of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS.

IDS further objects to BellSouth's other requests for details as harassing, abusive, vexatious and more properly the subject of other discovery methods, including production requests and/or depositions. Nevertheless, most (if not all) of the details requested can be found in relevant documentation, and thus pursuant to Fla.R.Civ.P. 1.340(c), IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements.

Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

Interrogatory 35:

Please identify all instances where BellSouth allegedly failed to "supply [IDS] with requested information", setting forth the date of each such instance; the BellSouth employee(s) associated with each such instance; the specific dispute in question; and the information requested by IDS.

Response:

IDS incorporates its general objections by reference herein. Moreover, BellSouth's interrogatory is irrelevant to any matter at issue in this docket, and not likely to lead to the discovery of admissible evidence. The only dispute alleged in this docket (and the Amended Petition) arises from BellSouth's denial of access to LENS as a result of IDS' refusal to pay BellSouth further monies under the Settlement Agreement and Amendment To Settlement Agreement, which IDS claims have been paid and satisfied in full. Any other disputes are not before the Commission in this proceeding. Moreover, any other dispute between the parties (which is not before this Commission), may to some degree, not yet be ripe for formal dispute resolution because it may still be in the midst of an escalated informal procedure provided for in the parties' Interconnection Agreement. Exhibit F to the Amended Petition was referenced for the purpose of highlighting the fact that the very issues at dispute in this docket, were in fact referenced in as Category 8 of IDS prior November 3, 2003 request for informal resolution from this Commission, and that BellSouth was fully aware that these issues were disputed when it took unilateral action to deny IDS access to

LENS. Hence providing proof that BellSouth deliberately and unilaterally declared a dispute, "undisputed" for the sole purpose of injuring by taking unlawful action in denying IDS access to LENS. These actions reflect that BellSouth "failed to promptly acknowledge and properly process billing disputes". Moreover, BellSouth act of refusing to specify how it claimed IDS still owed BellSouth money under the settlement agreements, is evidence that BellSouth failed to "supply [IDS] with requested information."

IDS further objects to BellSouth's other requests for details as harassing, abusive, vexatious and more properly the subject of other discovery methods, including production requests and/or depositions. Nevertheless, most (if not all) of the details requested can be found in relevant documentation, and thus pursuant to Fla.R.Civ.P. 1.340(c), IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

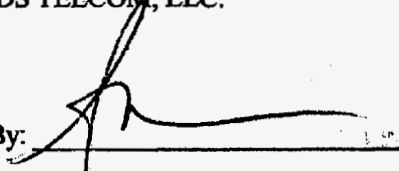
III. Response To Request For Production

Request 1:

Please produce all documents identified, referred to, relied upon or responsive to BellSouth's First Set of Interrogatories propounded upon IDS on March 15, 2002.

Response

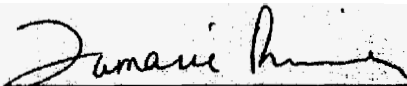
IDS objects to this request on the grounds that it is overly broad, vague, abusive, harassing, seek confidential and proprietary information, and seeks documents that are irrelevant and not likely to lead to discovery of admissible evidence. Notwithstanding this objection, IDS will make available for inspection and copying, documents relating to the Settlement Agreement and Amendment To Settlement Agreement, payments made under these settlement agreements, correspondence between the parties regarding the settlement agreements, and correspondence regarding BellSouth's discontinuance of IDS' access to LENS as a result of the dispute over the settlement agreements. Such documents will be made available for inspection and copying upon reasonable advance notice and at IDS corporate offices in Miami, Florida. Alternatively, the parties may mutually agree upon other arrangements for the production of these documents.

IDS TELCOM, LLC.
 By: 

STATE OF FLORIDA)
)SS:
 COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this 14th day of April, 2004, personally appeared Angel Leiro, as V. P Regulatory aff. of IDS Telcom, LLC who after being sworn, deposes and states that he executed the above and foregoing interrogatories, that he has proper authority to do so, that the answers provided are true and correct to the best of his knowledge and belief, and who is personally known to me or provided _____ as identification.

OFFICIAL NOTARY SEAL
 TAMARIE RIVERA
 COMMISSION
 MY COMMISSION


 Notary Public, State of Florida
 Print Name:
 My Commission Expires:

Meza, James

From: Meza, James
Sent: Tuesday, April 20, 2004 4:06 PM
To: 'Doc Horton'
Cc: White, Nancy; Lackey, Douglas
Subject: IDS Meet and Confer

Doc: I have reviewed IDS's discovery responses propounded last week and would like to raise a few issues with you to see if we can resolve IDS's objections before I file a motion to compel. I would appreciate a response by the close of business this Friday, April 23, 2004.

1. In general, IDS states that it will provide responsive documents for inspection and copying at its place of business. If necessary, BellSouth will utilize such a process but will expect IDS to come to Atlanta to obtain copies of any documents it requests through discovery. In my opinion, the more efficient and less costly procedure would be for each party to make copies and produce the responsive documents to each other (assuming that the production is not massive). Please let me know if IDS is amenable to this reciprocal arrangement. BellSouth reserves the right to address any additional deficiencies regarding IDS' production after receiving the responsive documents.

2. **Interrogatory No. 2** This Interrogatory asks for the identification of any person who has any knowledge of any allegation asserted in the Complaint. IDS objected to identifying any person who is not a current/former employee of IDS on the grounds that it is "overly broad and purports to seek information regarding BellSouth employees, which are under BellSouth's own possession and control." These objections are without merit. First, the Interrogatory is not overly broad as it is narrowly tailored to the identification of persons who have knowledge about allegations in the Complaint. Second, it is irrelevant whether BellSouth employees are "under BellSouth's own possession and control" as to whether IDS has an obligation to provide a full and complete response to this Interrogatory. If IDS knows that certain BellSouth employees have knowledge about the allegations in the Complaint, then IDS should identify those individuals. Moreover, I believe that the response is deficient, because IDS fails to identify former IDS employees who were substantially involved in the initial complaint between the parties in 2001 that led to the Settlement at issue in this proceeding, including Keith Kramer, Bill Gulas, and Becky Wellman. For these reasons, BellSouth requests that IDS (1) identify all BellSouth employees that may have knowledge about any allegation in the Complaint; and (2) rethink and expand its identification of former employees that have knowledge.

3. **Interrogatory No. 12** This Interrogatory asks IDS to identify all disputes it is asserting in the Complaint, the value of each dispute, the basis for each dispute, all documents that support the dispute, and the person who has the most knowledge at IDS about the dispute. IDS objected to the "request for documents in this interrogatory as being protected by the work product privilege." However, IDS failed to provide a privilege log with its response. Also, IDS failed to identify the person at IDS who has the most knowledge about the identified disputed. Accordingly, BellSouth requests that IDS produce a privilege log as well as provide a complete response to Interrogatory No. 12.

4. **Interrogatory No. 14** This Interrogatory specifically asks IDS to describe in further detail a statement that IDS makes in the Complaint. Specifically, in relation to Paragraph 20 of the dispute and IDS's statement that each of the items and charges set forth in the informal complaint "are in dispute" and that "IDS wishes to bring to a conclusion these matters and thus has begun to prepare filings on each of its remaining disputes", BellSouth asked IDS to identify the nature of each remaining dispute, the amount of each dispute, where IDS is pursuing each dispute, the person at IDS who has the most knowledge of each dispute, and state whether IDS has submitted a billing dispute to BellSouth for each dispute. IDS refused to provide any responsive information and objected on the grounds that any information relating to these disputes is irrelevant to this proceeding. Given that IDS made the above allegations in the Complaint, IDS has not withdrawn the allegations, IDS considers the items to still be in dispute, and that IDS contends that BellSouth "cannot discontinue any services to IDS until each of these good faith billing disputes has been resolved by the appropriate commissions" (See Para 21), IDS's relevance irrelevance objection is without merit. Thus, BellSouth requests that IDS answer Interrogatory No. 14.

5. **Interrogatory No. 17** This Interrogatory asks for the identification of all communications (verbal/written) between IDS and BellSouth relating to the Settlement and the Settlement Amendment, including date of communication, medium, all IDS employees involved, and a summary of each communication. IDS objected to this interrogatory on the grounds that it is "harassing and abusive because the information sought herein can more efficiently be obtained by use of requests for production, supplemented by deposition testimony (if needed)." This objection is groundless. There is nothing "harassing and abusive" about asking the plaintiff in a proceeding to identify through interrogatories all communications between the parties that relate specifically to the dispute at issue. Of course, IDS can produce a written communication in lieu of identifying it in an interrogatory but IDS cannot hide behind an objection to frustrate discovery. Accordingly,

BellSouth requests that IDS identify all communications, both verbal and written, between the parties relating to the Settlement and Settlement Amendment or, for written communications, produce said communications in lieu of identification.

6. **Interrogatory No. 18** In this Interrogatory, BellSouth requests that IDS clarify its position on the dispute asserted by IDS related to the Q account and the Settlement. Specifically, BellSouth asks IDS to explain whether IDS disputes the amount allegedly paid to the Q account and the amount billed to the Q account solely because the amount billed and paid exceeds the amount set forth in the Settlement Amendment. In response, IDS raises generally inapplicable objections but goes on to provide a "canned" response that does not address the specific question asked. BellSouth requests that IDS respond to the specific, limited question posed in the interrogatory.

7. **Interrogatory No. 22** With this Interrogatory, BellSouth is requesting IDS's gross revenues to evaluate IDS's potential motives for filing disputes in lieu of making payment of amounts owed. BellSouth is willing to enter into a confidential agreement with IDS to address IDS's confidential information concerns.

8. **Interrogatories Nos. 23-24** Interrogatory No. 24. asks for information relating to all legal proceedings where IDS, any owner of IDS, any present or former officer of IDS, and/or any current or former employees of IDS testified about or provided discovery responses relating to IDS disputes with BellSouth, including but not limited to the Settlement Agreement and the Settlement Amendment. Similarly, Interrogatory No. 25 asks for the identification of all legal proceedings where former employees of IDS sued IDS and alleged facts that implicate or relate to the IDS's disputes with BellSouth the Settlement, and/or the Settlement Amendment. In response, IDS objected on the grounds that such information was irrelevant but then states that "there are no other legal proceedings in which information regarding issues in this docket have been disclosed or otherwise made a part of any discovery proceeding" and that "IDS will state that it knows of no other legal proceedings (including proceedings involving former employees) which allege any of the facts at issue before the Commission in this docket." IDS's responses are either incorrect or IDS has interpreted the Interrogatories too narrowly. As can be seen by the attached subpoena issued to BellSouth (but was subsequently withdrawn) in Case No.: 02-29516CA-01-13, pending in the 11th Judicial Circuit in and for Miami-Dade County, BellSouth has knowledge that Keith Kramer, Bill Gulas, and Becky Wellman, all former employees of IDS, have sued IDS as well as the principals of IDS and that the plaintiffs wish to ask BellSouth questions relating to the same Settlement Agreement that is at issue here, any modifications to the Settlement, monies or credits due to IDS under the Settlement, and the current status of the Settlement. Most, if not all, of these issues are also at issue in the instant Commission proceeding and BellSouth is entitled to find out if IDS or any current or former employees of IDS made any statements regarding the Settlement Agreement and/or the Amended Settlement in the civil proceeding. Clearly, this information is relevant, and IDS's statement that it is unaware of any responsive information appears to be incorrect. For these reasons, BellSouth requests that IDS supplement its response to these Interrogatories and provide responsive information.

Thanks in advance for your cooperation in this matter and I look forward to your response. Please contact me if you have any questions or if you would like to set up a call to discuss.

Jim



fax_from.pdf (137 KB)

Meza, James



From: Doc Horton [nhorton@lawfla.com]
Sent: Tuesday, April 20, 2004 4:20 PM
To: Meza, James
Subject: Re: IDS Meet and Confer

Jim--Will look at everything and get with you. I just got the bulk of the files Fri afternoon so I'm trying to catch up to you---that's my problem not yours. I would prefer that we not have to file motions and answers and will see what we can do Doc

>>> "Meza, James" <James.Meza@BELLSOUTH.COM> 04/20/04 04:06PM >>>

Doc: I have reviewed IDS's discovery responses propounded last week and would like to raise a few issues with you to see if we can resolve IDS's objections before I file a motion to compel. I would appreciate a response by the close of business this Friday, April 23, 2004.

1. In general, IDS states that it will provide responsive documents for inspection and copying at its place of business. If necessary, BellSouth will utilize such a process but will expect IDS to come to Atlanta to obtain copies of any documents it requests through discovery. In my opinion, the more efficient and less costly procedure would be for each party to make copies and produce the responsive documents to each other (assuming that the production is not massive). **Please let me know if IDS is amenable to this reciprocal arrangement.** BellSouth reserves the right to address any additional deficiencies regarding IDS' production after receiving the responsive documents.

2. Interrogatory No. 2 This Interrogatory asks for the identification of any person who has any knowledge of any allegation asserted in the Complaint. IDS objected to identifying any person who is not a current/former employee of IDS on the grounds that it is "overly broad and purports to seek information regarding BellSouth employees, which are under BellSouth's own possession and control." These objections are without merit. **First, the Interrogatory is not overly broad as it is narrowly tailored to the identification of persons who have knowledge about allegations in the Complaint.** Second, it is irrelevant whether BellSouth employees are "under BellSouth's own possession and control" as to whether IDS has an obligation to provide a full and complete response to this Interrogatory. If IDS knows that certain BellSouth employees have knowledge about the allegations in the Complaint, then IDS should identify those individuals. Moreover, I believe that the response is deficient, because IDS fails to identify former IDS employees who were substantially involved in the initial complaint between the parties in 2001 that led to the Settlement at issue in this proceeding, including Keith Kramer, Bill Gulas, and Becky Wellman. For these reasons, BellSouth requests that IDS (1) identify all BellSouth employees that may have knowledge about any allegation in the Complaint; and (2) rethink and expand its identification of former employees that have knowledge.

3. Interrogatory No. 12 This Interrogatory asks IDS to identify all disputes it is asserting in the Complaint, the value of each dispute, the basis for each dispute, all documents that support the dispute, and the person who has the most knowledge at IDS about the dispute. IDS objected to the "request for documents in this interrogatory as being protected by the work product privilege." However, IDS failed to provide a privilege log with its response. Also, IDS failed to identify the person at IDS who has the most knowledge about the identified disputed. Accordingly, BellSouth requests that IDS produce a privilege log as well as provide a complete response to Interrogatory No. 12.

4. Interrogatory No. 14 This Interrogatory specifically asks IDS to describe in further detail a statement that IDS makes in the Complaint. Specifically, in relation to Paragraph 20 of the dispute and IDS's statement that each of the items and charges set forth in the informal complaint "are in dispute" and that "IDS wishes to bring to a conclusion these matters and thus has begun to prepare filings on each of its remaining disputes", BellSouth asked IDS to identify the nature of each remaining dispute, the amount of each dispute, where IDS is pursuing each dispute, the person at IDS who has the most knowledge of each dispute, and state whether IDS has submitted a billing dispute to BellSouth for each dispute. **IDS refused to provide any responsive information and**

objected on the grounds that any information relating to these disputes is irrelevant to this proceeding. Given that IDS made the above allegations in the Complaint, IDS has not withdrawn the allegations, IDS considers the items to still be in dispute, and that IDS contends that BellSouth "cannot discontinue any services to IDS until each of these good faith billing disputes has been resolved by the appropriate commissions" (See Para 21), IDS's relevance irrelevance objection is without merit. Thus, BellSouth requests that IDS answer Interrogatory No. 14.

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Thanks in advance for your cooperation in this matter and I look forward to your response. Please contact me if you have any questions or if you would like to set up a call to discuss.

Jim

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Meza, James

From: Meza, James
Sent: Tuesday, May 04, 2004 12:15 PM
To: 'Doc Horton'
Subject: RE: IDS Meet and Confer

Doc: Do you know where we stand on this?

-----Original Message-----
From: Doc Horton [mailto:nhorton@lawfla.com]
Sent: Tuesday, April 20, 2004 4:20 PM
To: Meza, James
Subject: Re: IDS Meet and Confer

Jim--Will look at everything and get with you. I just got the bulk of the files Fri afternoon so I'm trying to catch up to you---that's my problem not yours. I would prefer that we not have to file motions and answers and will see what we can do Doc

>>> "Meza, James" <James.Meza@BELLSOUTH.COM> 04/20/04 04:06PM >>>
Doc: I have reviewed IDS's discovery responses propounded last week and would like to raise a few issues with you to see if we can resolve IDS's objections before I file a motion to compel. I would appreciate a response by the close of business this Friday, April 23, 2004.

1. In general, IDS states that it will provide responsive documents for inspection and copying at its place of business. If necessary, BellSouth will utilize such a process but will expect IDS to come to Atlanta to obtain copies of any documents it requests through discovery. In my opinion, the more efficient and less costly procedure would be for each party to make copies and produce the responsive documents to each other (assuming that the production is not massive). Please let me know if IDS is amenable to this reciprocal arrangement. **BellSouth reserves the right to address any additional deficiencies regarding IDS' production after receiving the responsive documents.**

2. Interrogatory No. 2 This Interrogatory asks for the identification of any person who has any knowledge of any allegation asserted in the Complaint. IDS objected to identifying any person who is not a current/former employee of IDS on the grounds that it is "overly broad and purports to seek information regarding BellSouth employees, which are under BellSouth's own possession and control." These objections are without merit. First, the Interrogatory is not overly broad as it is narrowly tailored to the identification of persons who have knowledge about allegations in the Complaint. Second, it is irrelevant whether BellSouth employees are "under BellSouth's own possession and control" as to whether IDS has an obligation to provide a full and complete response to this Interrogatory. If IDS knows that certain BellSouth employees have knowledge about the allegations in the Complaint, then IDS should identify those individuals. Moreover, I believe that the response is deficient, because IDS fails to identify former IDS employees who were substantially involved in the initial complaint between the parties in 2001 that led to the Settlement at issue in this proceeding, including Keith Kramer, Bill Gulas, and Becky Wellman. For these reasons, BellSouth requests that IDS (1) identify all BellSouth employees that may have knowledge about any allegation in the Complaint; and (2) rethink and expand its identification of former employees that have knowledge.

3. Interrogatory No. 12 This Interrogatory asks IDS to identify all disputes it is asserting in the Complaint, the value of each dispute, the basis for each dispute, all documents that support the dispute, and the person who has the most knowledge at IDS about the dispute. IDS objected to the "request for documents in this interrogatory as being protected by the work product privilege." However, IDS failed to provide a privilege log with its response. Also, IDS failed to identify the person at IDS who has the most knowledge about the identified disputed. Accordingly, BellSouth requests that IDS produce a privilege log as well as provide a complete response to Interrogatory No. 12.

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Thanks in advance for your cooperation in this matter and I look forward to your response. Please contact me if you have any questions or if you would like to set up a call to discuss.

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Meza, James



From: Meza, James
Sent: Tuesday, May 04, 2004 4:14 PM
To: 'Doc Horton'
Cc: Meza, James
Subject: RE: IDS Meet and Confer

Doc: Pursuant to our conversation this afternoon, below are the results of our meet and confer.

1. Regarding the exchange of responsive documents, the parties have agreed to make copies and produce the responsive documents to each other.
2. Regarding Interrogatory No. 2, IDS agrees that it will review the interrogatory and response and supplement its response if necessary after its review.
3. Regarding Interrogatory No. 12, IDS agrees that it will review the interrogatory and response and supplement its response if necessary after its review. IDS also agrees that it will review its work product objection to determine if the objection is at issue.
4. Regarding Interrogatory No. 14, IDS stands by its objection.
5. Regarding Interrogatory No. 17, IDS agrees that it will review the interrogatory and response and supplement its response if necessary after its review.
6. Regarding Interrogatory No. 18, IDS agrees that it will provide a response.
7. Regarding Interrogatory No. 22, IDS stands by its objection.
8. Regarding Interrogatories Nos. 23-24, IDS agrees that it will review the interrogatory and response and supplement its response if necessary after its review.

Further, the parties have agreed that IDS will have until May 18, 2004 to provide any supplemental responses. Additionally, BellSouth has no objection to IDS producing responsive documents pursuant to our agreement set forth in item 1 on this date as well. Please let me know if this is acceptable to IDS.

If you feel that any part of the above is inconsistent with our agreement, please let me know. Thanks for your time and cooperation,

Jim

-----Original Message-----

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Sent: Tuesday, April 20, 2004 4:20 PM
To: Meza, James
Subject: Re: IDS Meet and Confer

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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

WILLIAM GULAS, KEITH KRAMER
REBECCA WELLMAN all individually
and as managers of UNEFIED
SOLUTIONS, LLC., a Florida Limited
Liability Company and UNEFIED
SOLUTIONS, LLC., a Florida
Limited Liability Company



Plaintiffs

vs.

MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
former managers of UNEFIED
SOLUTIONS, LLC., IDS TELCOM, LLC.,
a Florida Limited Liability Company

Defendants

NOTICE OF TAKING DEPOSITION

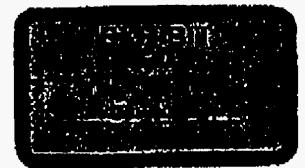
TO: Mitchell L. Feldman, Esquire
Silver, Levy & Feldman
1408 Westshore Boulevard
Suite 806
Tampa, FL 33607

PLEASE TAKE NOTICE that depositions have been scheduled for the following:

DEPONENT: AGENT, OFFICER OR REPRESENTATIVE OF BELL SOUTH
TELECOMMUNICATIONS, INC.

DATE: February 10, 2004
TIME: 10:00 a.m.

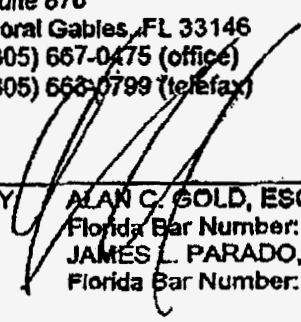
LOCATION: ALAN C. GOLD, P.A.
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146



I HEREBY CERTIFY that a true and correct copy of the foregoing has been mailed via regular U.S. mail this 14 January 2004.

Respectfully submitted,

ALAN C. GOLD, P.A.
Gables One Tower
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146
(305) 667-0475 (office)
(305) 668-0799 (telefax)

BY 
ALAN C. GOLD, ESQUIRE
Florida Bar Number: 304875
JAMES L. PARADO, ESQUIRE
Florida Bar Number: 0580910

cc: Esquire Deposition Services

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

**WILLIAM GULAS, KEITH KRAMER
REBECCA WELLMAN** all individually
and as managers of **UNEFIED
SOLUTIONS, LLC.**, a Florida Limited
Liability Company and **UNEFIED
SOLUTIONS, LLC.**, a Florida
Limited Liability Company

CIVIL DIVISION

CASE NO.: 02-29516CA 01-13

Plaintiffs

vs.

**MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE**, individually and as
former managers of **UNEFIED
SOLUTIONS, LLC., IDS TELCOM, LLC.**,
a Florida Limited Liability Company

Defendants

SUBPOENA FOR DEPOSITION DUCES TECUM

**TO: Agent, Officer or Representative of BellSouth Telecommunications, Inc.
By Serving its Registered Agent: The Prentice-Hall Corporation System, Inc.
1201 Hays Street
Tallahassee, FL 32301**

familiar with the following:

1. Settlement Agreement between BellSouth Telecommunications, Inc., BellSouth Intellectual Property Corp. (collectively "BellSouth") and IDS Long Distance, Inc. n/k/a IDS Telcom, LLC. ("IDS") (Settlement Agreement) dated September 27, 2001.
2. All modifications and amendments to said Settlement Agreement.
3. All monies due or credits due to IDS under said Settlement Agreement.
4. The current status of said Settlement Agreement.

YOU ARE HEREBY COMMANDED to appear before a person authorized by law to take depositions at: **ESQUIRE DEPOSITION SERVICES**, on February 10, 2004 at 10:00 a.m. at the Law Offices of **Alan C. Gold, P.A.**, 1320 South Dixie Highway, Suite 870, Coral Gables, FL 33146 for the taking of your deposition in the above styled cause and to have with you at said time and place the following:

1. An original or a true and complete copy of the Settlement Agreement.
2. All amendments, additions and/or modifications to the Settlement Agreement.
3. All correspondence between BellSouth and IDS and/or its attorneys or representatives subsequent to September 27, 2001 regarding or relating to the Settlement Agreement or amounts of credits or monies due the undersigned.
4. All documents furnished to BellSouth by IDS pursuant to paragraph 2 of the Settlement Agreement.
5. All documents concerning or relating to the "total amount owed" as defined in paragraph 2 of the Settlement Agreement.
6. A copy of the bills or bill provided to IDS by BellSouth representing late charges that IDS contested as referenced in paragraph 4 (C) of the Settlement Agreement.
7. Page 5 of Robert Hacker's Rebuttal Testimony filed in the Florida Complaint Proceedings referred to in paragraph 4 (D) of the Settlement Agreement.
8. All documents concerning or relating to the "undisputed owed amount" as referenced in paragraph 5.
9. All documents concerning or relating to any arbitration between IDS and BellSouth pursuant to paragraph 8 of the Settlement Agreement.
10. All documents evidencing all amounts due or claimed by either IDS or BellSouth under the Settlement Agreement.

if you fail to appear or provide the documentation requested, you may be in contempt of court.

IT IS THE INTENT OF THIS SUBPOENA THAT EACH AND EVERY DOCUMENT BE PRODUCED, NO MATTER HOW INSIGNIFICANT THAT ITEM MIGHT APPEAR TO THE PARTY TO WHOM THIS SUBPOENA IS DIRECTED.

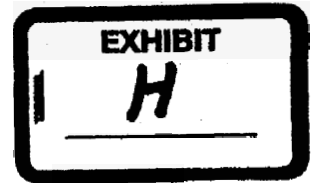
You are subpoenaed to appear by the following attorneys and, unless excused from this subpoena by these attorneys or the Court, you shall respond to this subpoena as directed.

WITNESS my hand and seal of said Court on this 14 day of Jan, 2004.

Alan C. Gold, P.A.
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146
(305) 667-0475, ext. 1.

ALAN C. GOLD, ESQUIRE


FOR THE COURT



IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 02-29516 CA (01)

**WILLIAM GULAS, KEITH KRAMER,
REBECCA WELLMAN, all individually
And as managers of UNEFIED
SOLUTIONS, LLC, a Florida Limited
Liability Company and UNEFIED
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Limited Liability Company,**

Plaintiffs,

v.

**MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
Former managers of UNEFIED SOLUTIONS,
LLC, IDS TELCOM, LLC, a Florida Limited
Liability Company,**

Defendants.

AFFIDAVIT OF MARTIN SIMKOVIC

**COMES NOW, the Affiant, MARTIN SIMKOVIC, being duly sworn deposes and
says as follows:**

- 1. That my name is MARTIN SIMKOVIC, and I am former counsel for
Plaintiff, IDS Telcom, LLC, in the above-styled action.**
- 2. I have knowledge of the facts contained herein and I am competent to testify
to these facts.**

000227

3. On May 20, 2003, after the deposition of Joe Millstone, settlement discussions occurred. All parties agreed, including Alan Gold, Esquire, and his clients that any oral agreements were not binding between the parties. Counsel and their respective clients agreed that as to settlement, only upon the execution of a written settlement agreement by all parties would any settlement be deemed binding and enforceable.
4. After reviewing the settlement documents presented to me by Mr. Gold, I revised some of the release language and added language relating to the dissolution of Unefied.
5. IDS has never executed any written settlement agreement, nor have I signed any document on behalf of IDS agreeing to be bound by the terms of any oral settlement or the release without written execution by all parties.

Further your Affiant sayeth not.

DATED this 14th day of July, 2003.



 MARTIN SIMKOVIC, AFFIANT

STATE OF FLORIDA)
)
 COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, MARTIN SIMKOVIC, to me well known to be the person described in and who executed the foregoing Affidavit, and

4. I was represented by Martin Simkovic at this time.
5. Mr. Gold specifically agreed that no oral resolution or settlement would be binding on the parties and that a written settlement agreement would have to be approved by both sides.
6. All the essential terms of any proposed settlement agreement would have to be approved by me, and any written settlement agreement would also have to be signed by me.
7. IDS has never agreed to all of the terms and conditions of any proposed settlement agreement prepared by Alan Gold and the Plaintiffs.
8. IDS has never executed any written approval of the Plaintiffs' settlement agreement or signed any settlement agreement presented by Plaintiffs in this case.
9. IDS specifically disputes the financial terms and language of the proposed settlement agreement presented by Alan Gold and the Plaintiffs in this case.
10. Further your Affiant sayeth not.

DATED this 11 day of August, 2003.



JOSEPH MILLSTONE, AFFIANT

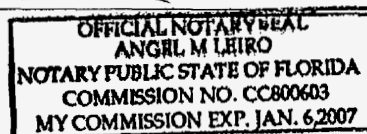
STATE OF FLORIDA)
COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOSEPH MILLSTONE, to me well known to be the person described in and who executed the foregoing Affidavit, and

acknowledged before me that, he has read the same, knows the contents thereof, and has executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Miami, Dade
County, Florida, this 4th day of August, 2003.


NOTARY PUBLIC



Personally known to me, or
Produced Identification:
 DID take an Oath
 DID NOT take an Oath

Type of Identification

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 02-29516 CA 01 (13)

WILLIAM GULAS, KEITH KRAMER
REBECCA WELLMAN all individually
and as managers of UNEFIED
SOLUTIONS, LLC., a Florida Limited
Liability Company and UNEFIED
SOLUTIONS, LLC., a Florida
Limited Liability Company

Plaintiffs

vs.

MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
former managers of UNEFIED
SOLUTIONS, LLC., IDS TELCOM, LLC.,
a Florida Limited Liability Company

Defendants

AFFIDAVIT

STATE OF FLORIDA)
)ss
COUNTY OF MIAMI-DADE)

BEFORE ME the undersigned authority personally appeared, Alan C. Gold who, after first being duly sworn, deposes and says:

1. The information contained herein is true and correct and based upon my personal knowledge.
2. I am an attorney licensed to practice law in the State of Florida and have been so licensed since 1980.
3. I represent all of the Plaintiffs in the above-styled case and have represented all Plaintiffs since the inception of this lawsuit.

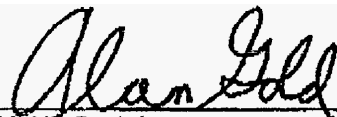
4. On or about May 20, 2003, after the conclusion of the first part of the deposition of Defendant, Joseph Millstone, the Plaintiffs and Defendants reached an oral settlement.
5. During the settlement discussions, it was agreed that the settlement would not be enforceable until there was an agreement as to the wording of the settlement documents.
6. There was never an agreement that the Settlement Agreement would not be enforceable until executed by all parties.
7. The undersigned prepared the Settlement Agreement and submitted the same to Defendants' Counsel. Over the next month, there were changes and revisions to the Settlement Agreement.
8. During the week of June 16, 2003, there were discussions between myself and Counsel for Defendants in which Counsel for Defendants advised me that there was approval by him as to the wording; however, it still required final review and approval by his clients. Defendants' Counsel also said that the Settlement Agreement had been sent to his clients. A day or two later, during another conversation between Counsel, Defendants' Counsel advised the undersigned that his clients had approved the wording of the Settlement Agreement.
9. It was then discussed the mechanics for executing the Settlement Agreement and receiving the settlement proceeds.
10. The Settlement Agreement provided for signatures in counterparts and by facsimile transmission. It was agreed between Counsel for Defendants and myself that we would exchange copies of the Settlement Agreement containing the facsimile signatures of my clients for a check payable to my trust account in the amount of \$107,655.84 and a check made payable to my trust account in the amount of \$27,344.16

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11. Although the settlement checks would be exchanged for the settlement documents bearing facsimile signatures, Defendants' Counsel did not desire any of the funds disbursed until he received the Settlement Agreement with original signatures of my clients.
12. I specifically asked Defendants' Counsel whether I needed to wait for disbursement until his clients, the Defendants, also executed the Settlement Agreement. Defendants' Counsel advised me that that was not necessary, he only required the settlement documents bearing the original signatures of my clients (Plaintiffs) to disburse the funds.
13. On June 18, 2003, the day prior to the exchange of the settlement documents and checks, I drafted a letter and e-mailed the same to Defendants' Counsel which stated that the funds would not be disbursed until the Settlement Agreement containing the original signatures of my clients were sent to him (a true and correct copy of the draft letter and cover sheet are attached hereto as Composite Exhibit 1).
14. I sent the draft prior to the date of exchange in order that there be no confusion or misunderstanding during the exchange.
15. After reviewing the draft, Defendants' Counsel advised my office that he had some revisions to the letter; however, the revisions did not change the material terms as stated above. (A copy of the transmittal letter revised pursuant to Defendants' Counsel's instructions is attached hereto as Exhibit 2).
16. On June 19, 2003, a courier delivered the transmittal letter agreed to by Defendants' Counsel for the parties and the Settlement Agreement containing the original signatures of all Plaintiffs to Counsel for Defendants. (A copy of said documents are attached hereto as Exhibit 3).

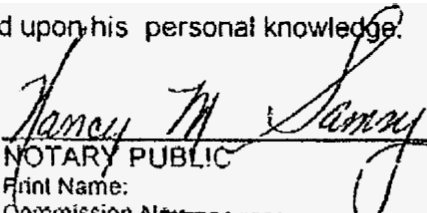
17. In exchange for the executed Settlement Agreement, we received two settlement checks, one in the amount of \$107,655.84 and the other in the amount of \$27,344.16. (Copies of said checks are attached hereto as Exhibit 4 and 5 respectively).
18. At the time we received the checks, I was free to disburse the same. It was not until after the Settlement Agreement containing the original signatures were delivered to Defendants' Counsel and Defendants' Counsel delivered the above-referenced checks to Plaintiffs' Counsel, did Defendants' Counsel notify me that there was a problem with the Settlement Agreement; however, by that time, an agreement had already been reached.


FURTHER AFFIANT SAYETH NAUGHT.


 ALAN C. GOLD

STATE OF FLORIDA }
 }ss
 COUNTY OF MIAMI-DADE }

BEFORE ME the undersigned authority of this 8th day of ~~July~~^{August} 2003 personally appeared Alan C. Gold, who is personally known to me and who after being first duly sworn deposes and says, that he had read the foregoing Affidavit, that the information contained therein, is true and correct and based upon his personal knowledge.


 NOTARY PUBLIC
 Print Name:
 Commission N
 Expiration:





IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 02-29516 CA 01 (13)

WILLIAM GULAS, KEITH KRAMER
REBECCA WELLMAN all individually
and as managers of UNEFIED
SOLUTIONS, LLC., and UNEFIED
SOLUTIONS, LLC., a Florida
Limited Liability Company

Plaintiffs

vs.

MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
former managers of UNEFIED
SOLUTIONS, LLC., IDS TELCOM, LLC.,
a Florida Limited Liability Company

Defendants

**ORDER GRANTING PLAINTIFFS' MOTION TO ENFORCE SETTLEMENT
AGREEMENT**

THIS CAUSE having been heard on August 13, 2003 on Plaintiffs' Motion To Enforce Settlement Agreement, with the Court having reviewed the file, the evidence presented and argument of Counsel, **THE COURT FINDS:**

1. This matter was originally set as a half-hour evidentiary hearing. The date was reset to accommodate Defendants' Counsel's schedule with the Court indicating to Counsel for both Plaintiffs and Defendants that there would be no additional continuances.
2. It is the Court's independent recollection that prior to the date of the instant hearing, there was no issue brought before the Court with regard to the taking of discovery on the Plaintiffs' Motion To Enforce Settlement Agreement, nor has there been any



attempt by Defendants to take discovery since the Plaintiffs filed their Motion To Enforce Settlement Agreement on June 21, 2003. During the instant hearing, the Defendants, for the first time, have raised the issue that they want to take discovery.

The Court further notes in regard to that request, that all discovery would be explicitly under Defendants' control. *No attempt has been made to take any discovery prior to the hearing JDB* The witnesses Defendants needed to avoid enforcement of the Settlement Agreement; namely, Joe Millstone, a Defendant and a principal of the corporate Defendant and Martin Simkovic, Defendant's former counsel, were not present at the hearing nor was their testimony preserved by deposition. *The Court considered affidavits without objection of counsel. JDB* The Plaintiffs produced evidence through testimony of Alan Gold,

Plaintiffs' attorney and Ms. Nancy Samry, Mr. Gold's Legal Assistant and Paralegal.

3. This Court finds by competent, substantial evidence which evidence is totally sufficient to meet the clear and convincing evidence standards that there is, in fact, an enforceable Settlement Agreement between Plaintiffs and Defendants based upon the following:

- a. Defendants prior attorney, Martin Simkovic, Esquire, in his affidavit, was very careful not to indicate whether or not his clients ever approved the language of the Settlement Agreement. In fact, the un rebutted testimony from Mr. Gold is that the Defendants did approve the written language of the Settlement Agreement.
- b. Joseph Millstone's affidavit merely states that Defendants did not execute a written agreement; however, Mr. Millstone in his affidavit acknowledges, as Mr. Gold did in his testimony, that there was an agreement that the oral

agreement would not serve as a settlement until the language of the written agreement was approved. *The un rebutted testimony is that the written agreement was approved.* Moreover, at paragraph number 7, of his affidavit, *agreement was* Mr. Millstone states "IDS never agreed to all the terms and conditions of any *approved* proposed settlement agreement prepared by Alan Gold and the Plaintiffs", *but not executed* which testimony is consistent with Mr. Gold's testimony that Mr. Gold sent a draft settlement agreement to Defendants' counsel and that Mr. Simkovic made alterations to the draft settlement agreement. There was no attempt to force IDS to utilize the draft settlement agreement initially prepared by Alan Gold and the Plaintiffs. The affidavits placed in evidence by Defendants indicates Buyer's remorse, and not a failure to agree to the written language of a settlement agreement. *JWB*

4. This Court finds that there is competent and substantial evidence that meets clear and convincing standards that there was an agreement by Plaintiffs and Defendants on the written language of the Settlement Agreement based upon the following:
 - a. Depositions were set for a week. One of the Plaintiff's flew in from Alabama and one of them was flying in the following day.
 - b. Joseph Millstone was being deposed and in the middle of Joseph Millstone's deposition, the deposition ceased.
 - c. Oral settlement discussions ensued which were to be reduced to writing.
 - d. Joseph Millstone knew the case had been settled because he didn't show up for the continuation of his deposition, the balance of

depositions were cancelled, which was apparently a benefit to Defendants.

e. A draft settlement agreement was prepared by attorney Gold and was commented on and edited by Attorney Simkovic, who as agent for the Defendants, specifically approved the language. Moreover, the attorney as agent of Defendants specifically indicated that the language had been approved by his clients.

f. The additional evidence that the settlement language was specifically approved by Defendants, is the form of the two checks delivered to Plaintiffs' Counsel, which checks were not issued from Attorney Simkovic's Trust Account, but rather directly from the Defendants in this case, payable to the Plaintiffs' attorney's trust account, which is conclusive evidence that Defendants believed that there was a deal.

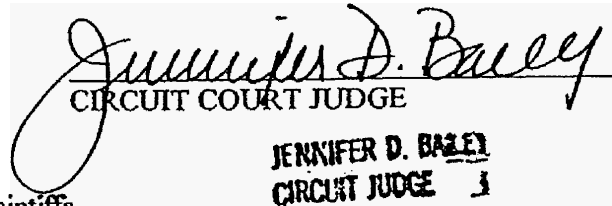
g. There is unrebutted testimony that Defendants' attorney delivered those two checks with the authorization of his clients, with the checks being written on the Defendants' account in the amounts that would tie into, reflect and corroborate the terms of the written settlement agreement.

h. Therefore, based upon the above and other evidence taken in this cause, this Court finds that there was a written Settlement Agreement, which agreement was attached to Plaintiffs' Motion To Enforce Settlement Agreement, which language was approved by the Defendants, and that the Defendants simply balked at execution of the Settlement Agreement without any justification.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. Plaintiffs' Motion To Enforce Settlement Agreement is hereby granted and the parties are ordered to comply with the terms of that Settlement Agreement, as evidenced by the written agreement attached to Plaintiffs, Motion To Enforce Settlement Agreement.
2. Defendants are to furnish Plaintiffs with a copy of their Settlement with BellSouth immediately upon the execution of a Confidentiality Agreement by all parties.

DONE AND ORDERED in Chambers, Miami-Dade County, Florida this 25 day of August
2003.


CIRCUIT COURT JUDGE
JENNIFER D. BAILEY
CIRCUIT JUDGE J

cc: Alan C. Gold, Esquire, Attorney for Plaintiffs
Mitchell Feldman, Esquire, Attorney for Defendants



IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 02-29516 CA 01 (13)

RECORDED
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CLERK OF COURT
DADE COUNTY FLORIDA
CASE NO. 02-29516 CA 01

WILLIAM GULAS, KEITH KRAMER
REBECCA WELLMAN all individually
and as managers of UNEFIED
SOLUTIONS, LLC., a Florida Limited
Liability Company and UNEFIED
SOLUTIONS, LLC., a Florida
Limited Liability Company

Plaintiffs

vs.

MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
former managers of UNEFIED
SOLUTIONS, LLC., IDS TELCOM, LLC.,
a Florida Limited Liability Company

Defendants

MOTION TO ENFORCE SETTLEMENT AGREEMENT AND RELEASE

COMES NOW the Plaintiffs, WILLIAM GULAS, KEITH KRAMER, REBECCA
WELLMAN, and UNEFIED SOLUTIONS, LLC. by and through their undersigned Counsel and
requests that this Honorable Court enter its Order enforcing the settlement reached between Plaintiffs
and Defendants, MICHAEL NOSHAY, JOSEPH MILLSTONE, ANTHONY PETRONE,
individually and as former managers of UNEFIED SOLUTIONS, LLC., IDS TELCOM, LLC.,
a Florida Limited Liability Company, and in support thereof states as follows:

1. On or about the 20th day of May 2003, in Miami-Dade County, Florida, the Plaintiffs
and Defendants reached an oral settlement in which they agreed to settle all claims.
2. During the next month until approximately June 18, 2003, the Plaintiffs and

Defendants worked on the written settlement agreeing as to its verbiage to accurately reflect the terms of the settlement and to obtain the consent of all parties and their counsel to the wording of the Settlement Agreement

3. On or about June 18, 2003, all parties and their counsel approved the final written version of the Settlement Agreement and Release.
4. Since some of the parties reside out of State, the Settlement Agreement provided that the Agreement could be executed in counterparts and by facsimile transmission.
5. On or about June 18, 2003, it was orally agreed that upon delivery to Defendants' counsel's office of the Settlement Agreement and Release containing at least facsimile transmitted signatures of all the Plaintiffs and Plaintiffs' Counsel, that Defendants would deliver to Plaintiffs part of the settlement proceeds.
6. Plaintiffs agreed to hold the settlement proceeds in their attorney's trust account and not disburse the same until Plaintiffs delivered to Defendants' counsel settlement documents bearing the original signature of Plaintiffs and their counsel (a copy of said letter reflecting said agreement is attached hereto as Exhibit 1).
7. On Thursday, June 19, 2003, Plaintiff delivered the Settlement Agreement and Release containing the original signatures of Plaintiffs, and Defendants' counsel delivered to Plaintiffs two checks totally \$135,000 representing part of the settlement proceeds (a copy of the Settlement Agreement and Release executed by the Plaintiffs is attached hereto as Exhibit 2 and copies of the two checks are attached hereto as Exhibit 3 and 4 respectively).
8. On Thursday, June 19, 2003 afternoon, Defendants reneged on the prior agreement and requested that the settlement funds not be disbursed until the Agreement was fully

executed by all parties.

9. On Friday, June 20, 2003, Defendants refused to execute the Settlement Agreement and Release.
10. The failure to execute the Settlement Agreement constituted a breach of the Settlement Agreement to which Plaintiffs' incurred damages.
11. Plaintiffs have performed all conditions precedent to the filing of this Motion.
12. Paragraph 1(a) of the Settlement Agreement and Release required Defendants to execute documents to release funds which are currently being held at Kislak National Bank. To date Defendants have refused to execute the documents authorizing the release of said funds. Said refusal constitutes an additional breach of the Settlement Agreement and Release.
13. As part of the settlement, Defendant, IDS Telcom, LLC. agreed to pay William Gulas and Rebecca Wellman 5% of any monies and/or credits of any nature (including forgiveness of debts) in excess of \$2,500,000.00 which IDS Telcom, LLC. received in a settlement with BellSouth (See paragraph 2, Settlement Agreement and Release).
14. IDS Telcom, LLC. maintains that the settlement between BellSouth and itself is confidential and cannot disclose the same absent Court Order.
15. It is necessary that this Court compel the disclosure of the BellSouth Settlement in order that Defendants can comply with the settlement requirements in the instant case.
16. If requested and necessary, Plaintiffs will agree to keep the terms and conditions of the settlement confidential.

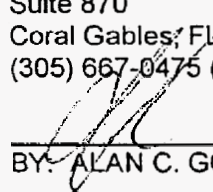
WHEREFORE, Plaintiffs, WILLIAM GULAS, REBECCA WELLMAN, KEITH KRAMER and UNEFIED SOLUTIONS, LLC., request that this Court enter its Order enforcing the Settlement

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Agreement, compelling the Defendants to execute the same and upon their refusal to execute, that the same be deemed executed by all Defendants and authorizing that the monies currently being held in Plaintiffs' Counsel's trust account be disbursed, requiring that Defendants sign the documents authorizing release of the settlement funds held by Kislak National Bank, or in lieu thereof, an order authorizing Kislak National Bank to release the funds to Plaintiffs, requiring that Defendants immediately disclose its settlement with BellSouth and for such other relief as the Court deems appropriate.

Respectfully submitted,

ALAN C. GOLD, P.A.
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146
(305) 667-0475 (office)


BY: ALAN C. GOLD, FBN 304875

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed, facsimile transmitted and e-mailed this 21st day of June 2003 to:

Martin S. Simkovic, Esquire
Stearns, Weaver, Miller, Weissler
Alhadeff & Sitterson, P.A.
Museum Tower
150 West Flagler Street
Miami, FL 33130


BY: ALAN C. GOLD, FBN 304875

000165

LAW OFFICES OF ALAN C GOLD, P.A.

1320 South Dixie Highway
Suite 870

Coral Gables, Florida 33146
Telephone: (305) 667-0475, ext. 1
Facsimile: (305) 663-0799

Alan C. Gold

Direct Dial: 305-667-0475, ext. 1
e-mail: agold@kcl.net

James L. Parado

Direct Dial: 305-667-0475, ext. 25
e-mail: jlp@kcl.net

June 19, 2003

HAND-DELIVERED

Martin S. Simkovic, Esquire
Stearns, Weaver, Miller, Weissler
Alhadeff & Sitterson, P.A.
Museum Tower
150 West Flagler Street
Miami, FL 33130

RE: Keith Kramer's Inspection of Records of IDS Telcom, LLC.


Dear Mr. Simkovic:

Enclosed please find hard copy of Settlement Agreement and Release together with Settlement Agreement and Release containing the facsimile signatures of myself, and my clients, Keith Kramer, William Gulas, Rebecca Wellman and The Gulas Group.

This acknowledges that I will hold the settlement checks referred to in paragraph 1a and 1b of the Settlement Agreement and Release in my trust account and not disburse any of the funds, until I have delivered to you the Settlement Agreement and Release containing the original signatures of myself and my clients, Keith Kramer, William Gulas, Rebecca Wellman and The Gulas Group.

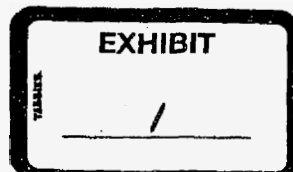
I thank you for your cooperation in this matter.

Very truly yours,


ALAN C. GOLD

ACG/nms

Enclosure



EXHIBIT

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

WILLIAM GULAS, KEITH KRAMER
REBECCA WELLMAN all individually
and as managers of UNEFIED
SOLUTIONS, LLC., a Florida Limited
Liability Company and UNEFIED
SOLUTIONS, LLC., a Florida
Limited Liability Company

CIVIL DIVISION

CASE NO.: 02-29516 CA 01 (13)

Plaintiffs

vs.

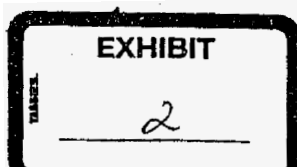
MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
former managers of UNEFIED
SOLUTIONS, LLC., IDS TELCOM, LLC.,
a Florida Limited Liability Company

Defendants

SETTLEMENT AGREEMENT, AND RELEASE

THIS Settlement Agreement and Release is made and entered into in Miami-Dade County, Florida, this ___ day of _____, 2003 by and between Plaintiffs, WILLIAM GULAS, KEITH KRAMER, REBECCA WELLMAN, all individually and as managers of UNEFIED SOLUTIONS, LLC., a Florida Limited Liability Company and UNEFIED SOLUTIONS, LLC., a Florida Limited Liability Company ("Plaintiffs"), and, Defendants, MICHAEL NOSHAY, JOSEPH MILLSTONE, ANTHONY PETRONE, individually and as former managers of UNEFIED SOLUTIONS, LLC., IDS TELCOM, LLC., a Florida Limited Liability Company ("Defendants").

6/18/03



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RECITALS:

- a. Plaintiffs filed a lawsuit against Defendants in the Civil Division of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, styled: William Gulas, Keith Kramer, Rebecca Wellman All Individually And as Managers of Unefied Solutions, LLC., a Florida Limited Liability Company and Unefied Solutions, LLC., a Florida Limited Liability Company v. Michael Noshay, Joseph Millstone, Anthony Petrone, Individually and as Former Managers of Unefied Solutions, LLC., IDS Telcom, LLC., a Florida Limited Liability Company, Case No.: 02-29516CA 01-13, ("Lawsuit") alleging numerous causes of action against the Defendants.
- b. Defendants answered the Lawsuit and filed their Counterclaim against Plaintiffs alleging numerous causes of action against some of the Plaintiffs, and also brought claims against an additional party, The Gulas Group, LLC.
- c. All parties to the lawsuit denied all allegations of wrongdoings. It is understood and agreed to by the Plaintiffs and Defendants that this Settlement Agreement and Release is a compromise of numerous claims including all claims made in the Lawsuit and the settlement is not to be construed as an admission of liability on the part of any party.
- d. Part of Plaintiffs' William Gulas and Rebecca Wellman's claims, involve a claim to monies received in a settlement between Bell South and IDS ("Bell South Settlement").

AGREEMENT AND RELEASE

WHEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy of which is admitted by all parties, the Plaintiffs and Defendants agree as follows:

1. Defendant, IDS Telcom, LLC., shall pay to Alan C. Gold, Trust Account, for the benefit of William Gulas, Keith Kramer and Rebecca Wellman, all as individuals, the sum of \$135,000.00 payable as follows:
 - a. Within five (5) working days after the execution of this Settlement Agreement and Release, the balance currently located in Kislak National Bank in the name of Unefied Solutions, LLC., account number 1107914206 in the approximate amount of \$27,344.16, shall be paid to Alan C. Gold, Trust Account. Upon execution of this Settlement Agreement and Release, Defendants shall forward a signed check for the balance remaining in said bank account to the law offices of Alan C. Gold, P.A., 1320 South Dixie Highway, Suite 870, Coral Gables, FL 33146. The parties acknowledge that said check requires the additional signature of William Gulas before the bank will negotiate the same. If necessary or required by Kislak National Bank, Defendants agree to sign all documents necessary to release said monies.
 - b. The remaining balance of approximately \$107,655.84 shall be paid to Alan C. Gold, Trust Account on or before June 19, 2003.

- c. If the balance remaining in the bank account in Unefied Solutions, LLC.'s name at Kislak National Bank, together with the payment required pursuant to paragraph 1a above, are insufficient to bring the total payment to \$135,000.00, then within five (5) working days after the execution of this Settlement Agreement and Release, IDS shall pay to Alan C. Gold, Trust Account the amount of monies necessary to bring the total payments to \$135,000.00.
2. Additionally, IDS Telcom, LLC. shall pay to Alan C. Gold, Trust Account for the benefit of William Gulas and Rebecca Wellman, in their individual capacities, 5% of any and all monies and/or credits of any nature, (including forgiveness of debts) received in the Bell South Settlement in excess of \$2,500,000.00 including without limitation, credits and/or monies received for damages sustained by IDS during the conversion process from resale to UNE-P, damages sustained by IDS due to any delays in converting new or existing accounts, as well as damages sustained by IDS as a result of delays in not being able to timely implement the conversion process. The monies in this paragraph shall be payable by IDS within five (5) days after the amount of same is agreed to by the parties or determined by the court. IDS alleges that the Bell South Settlement is confidential and all parties acknowledge that the determination of these monies may require further court action, including without limitation, compelling the disclosure of the Bell South Settlement, and determining the amount received in the Bell South Settlement. Defendants agree that they will not oppose disclosure of the Bell South Settlement.

3. Upon payment of the monies required to be paid pursuant to this Settlement Agreement and Release, William Gulas, The Gulas Group, LLC. and Rebecca Wellman, hereby completely release and forever discharge Michael Noshay, Joseph Millstone, Anthony Petrone, and IDS Telcom, LLC., and its officers, directors, employees and shareholders and its affiliates, from any and all claims, liabilities, demands, obligations, actions, causes of action, negligence claims, rights, damages, costs, losses, services, expenses and compensation, of any kind on nature whatsoever, from the beginning of time to the date of the execution of this Settlement Agreement and Release.
4. Michael Noshay, Joseph Millstone, Anthony Petrone, and IDS Telcom, LLC., hereby completely release and forever discharge William Gulas, The Gulas Group, LLC., and Rebecca Wellman, from any and all claims, liabilities, demands, obligations, actions, causes of actions, negligence claims, rights, damages, costs, losses, services, expenses and compensation, of any kind or nature whatsoever, from the beginning of time to the date of the execution of this Settlement Agreement and Release.
5. William Gulas, The Gulas Group, LLC., Rebecca Wellman, Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC. acknowledge and agree that the Releases and discharges set forth above in paragraph 3 and 4 are general releases. Said parties expressly waive any and all claims for damages which exist as of this date but of which the parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence or

otherwise, and which if known, would materially effect said parties decisions to enter into this Settlement Agreement and Release. Said parties assume the risk that the fact or law may be other than the parties believe.

6. Upon payment of the monies required to be paid pursuant to this Settlement Agreement and Release, Plaintiff, Keith Kramer hereby completely releases and forever discharges Defendants, Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC., and its affiliated companies and their respective officers, directors, shareholders and employees, from any and all claims, liabilities, demands, obligations, actions, causes of actions, negligence claims, rights, damages, costs, losses, services, expenses and compensation of any kind or nature whatsoever, that relate to or concern the management, operation and/or expenditures of Unefied Solutions, LLC., or any of the claims made in the Lawsuit, or which could have been brought in the Lawsuit, relating to or concerning the management, operation or expenditures of Unefied Solutions, LLC., from the beginning of time to the date of the execution of this Settlement Agreement and Release, provided, however, that this release does not release IDS Telcom, LLC. from any of the claims that were brought by Keith Kramer in the action styled: IDS Telcom, LLC., v. Keith Kramer, Saturn Communications, Inc., Saturn Bandwidth & Fiber, Inc., and Saturn Telecommunication Services, Inc., in the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case Number: 02-30251.

7. Defendants, Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC., hereby completely release and forever discharge Plaintiff, Keith Kramer from any and all claims, liabilities, demands, obligations, actions, causes of actions, negligence claims, rights, damages, costs, losses, services, expenses and compensation, of any kind or nature whatsoever, that relate to or concern the management, operation and/or expenditures of Unefied Solutions, LLC., or any of the claims made in the Lawsuit, or which could have been brought in the Lawsuit, relating to or concerning the management, operation or expenditures of Unefied Solutions, LLC. from the beginning of time to the date of the execution of this Settlement Agreement and Release, provided, however, that this release does not release Keith Kramer from any of the claims that were brought by IDS Telcom, LLC., in the action styled: IDS Telcom, LLC. v. Keith Kramer, Saturn Communications, Inc., Saturn Bandwidth & Fiber, Inc., and Saturn Telecommunication Services, Inc., in the 11th Judicial Circuit in and for Miami-Dade County, Florida, Case Number: 02-30251.
8. Plaintiff, Keith Kramer, and Defendants, Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC., acknowledge that the Releases and discharges set forth above in paragraph 6 and 7, waive any and all claims against the other for damages arising or concerning the operation, management or expenditures of Unefied Solutions, LLC. which exist as of this date, but of which said parties do not know or suspect to exist whether through ignorance, oversight, error, negligence or otherwise, and which if known, would materially effect said parties decisions to enter into this

Settlement Agreement and Release. Said parties assume the risk that the fact or law may be other than said parties believe.

9. Subject to payment of the monies required to be paid pursuant to this Settlement Agreement and Release, Plaintiff, Unefied Solutions, LLC., through all of its members and its current managers hereby completely releases and forever discharges William Gulas, The Gulas Group, LLC., Keith Kramer, Rebecca Wellman, Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC. from any and all claims, liabilities, demands, obligations, actions, causes of action, negligence claims, rights, damages, costs, losses, services, expenses and compensation of any kind or nature whatsoever, from the beginning of time to the date of the execution of this Settlement Agreement and Release.
10. Unefied Solutions, LLC., acknowledges and agrees that the Release and discharge set forth above in paragraph 8 is a general release. Unefied Solutions, LLC. expressly waives any and all claims for damages, which exist as of this date, but of which Unefied Solutions, LLC. does not know or suspect to exist whether through ignorance, oversight, error, negligence or otherwise, and which if known, would materially effect Unefied Solutions, LLC. decisions to enter into this Settlement Agreement and Release. Unefied Solutions, LLC. assumes the risk that the fact or law may be other than it believes.

11. In entering into this Settlement Agreement and Release, William Gulas, Keith Kramer, The Gulas Group, LLC., Rebecca Wellman, Unefied Solutions, LLC., Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC., represent that they relied upon the advice of their attorney(s), who are the attorney(s) of their own choice, concerning the legal consequences of this Settlement Agreement and Release; that the terms of this Settlement Agreement and Release; have been completely read and understood by William Gulas, Keith Kramer, The Gulas Group, LLC., Rebecca Wellman, Unefied Solutions, LLC., Michael Noshay, Joseph Millstone, Anthony Petrone and IDS Telcom, LLC. All parties to this Settlement Agreement and Release acknowledge that the terms of this Settlement Agreement and Release are fully understood and voluntarily and freely accepted by each of them.
12. All parties to this Settlement Agreement and Release represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release, that each party to this Settlement Agreement and Release have the right and authority to execute this Settlement Agreement and Release; that each party has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement and Release.

13. Keith Kramer, William Gulas, Rebecca Wellman, Joseph Millstone, Anthony Petrone and Michael Noshay all individually warrant and represent that they are aware of no existing claims against Unefied Solutions, LLC. and are aware of no unpaid debts of Unefied Solutions, LLC.
14. All parties acknowledge that Keith Kramer, William Gulas and Rebecca Wellman are the current managers of Unefied Solutions, LLC. Additionally, all members of Unefied Solutions, LLC. by signing this Settlement Agreement and Release, consent to and authorize the dissolution of Unefied Solutions, LLC. pursuant to Florida Statutes §608.441(c). This Settlement Agreement and Release shall constitute written consent of all the members of Unefied Solutions, LLC. to dissolve Unified Solutions, LLC. pursuant to Florida Statutes § 608.441(c). Additionally, all parties to this Settlement Agreement and Release agree to sign all documents necessary to effect said dissolution. Keith Kramer, William Gulas and Rebecca Wellman as managers of Unefied Solutions, LLC. agree to file Articles of Dissolution for Unefied Solutions, LLC. pursuant to Florida Statutes §608.446.
15. This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Florida.
16. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement and Release.

17. This Settlement Agreement and Release contains the entire agreement between the parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of all parties hereto.
18. Each party shall be responsible for their own costs and attorney's fees.
19. This Settlement Agreement and Release shall become effective immediately following execution by all of the parties and their counsel.
20. This Settlement Agreement and Release may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.
21. Upon execution of this Settlement Agreement and Release by all parties and payment of all monies required to be paid, counsel for the parties shall file a Stipulation for Voluntary Dismissal With Prejudice dismissing all claims and counterclaims in the Lawsuit with prejudice with each of the parties to bear their own costs and attorney's fees and with the Court retaining jurisdiction to enforce the terms of this Settlement Agreement and Release (including without limitation, retaining jurisdiction to determine the confidentiality of the Bell South settlement and compel its disclosure; determine the amounts received in the settlement of the Bell South litigation, and enter judgments and orders on its findings), and Counsel for both parties shall request that this Court enter its Order approving said Stipulation.

ALAN C. GOLD, P.A.
Gables One Tower
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146

ALAN C. GOLD, ESQUIRE
Florida Bar Number: 304875

WILLIAM GULAS

KEITH KRAMER

REBECCA WELLMAN

THE GULAS GROUP, LLC.

By: WILLIAM GULAS, President

STEARNS, WEAVER, MILLER,
WEISSLER ALHADEFF & SITTERSON,
Museum Tower
150 West Flagler Street
Miami, FL 33130

MARTIN SIMKOVIC, ESQUIRE
Florida Bar Number: 870625

JOSEPH MILLSTONE

MICHAEL NOSHAY

ANTHONY PETRONE

IDS TELCOM, LLC.

By:

ALAN C. GOLD, P.A.
Gables One Tower
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146

STEARNS, WEAVER, MILLER,
WEISSLER ALHADEFF & SITTERSON,
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JOSEPH MILLSTONE

KEITH KRAMER

MICHAEL NOSHAY



REBECCA WELLMAN

ANTHONY PETRONE

THE GULAS GROUP, LLC.

IDS TELCOM, LLC.

By: _____
WILLIAM GULAS, President

By: _____

UNEFIED SOLUTIONS, LLC.

By: _____
WILLIAM GULAS
Managing Member
of Unefied Solutions, LLC.

By: _____
KEITH KRAMER
Managing Member
of Unefied Solutions, LLC.

By: Rebecca Wellman
REBECCA WELLMAN
Managing Member
of Unefied Solutions, LLC.

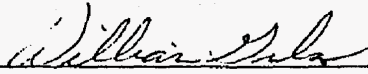
By: _____
JOSEPH MILLSTONE
Member of Unefied Solutions, LLC.

By: _____
ANTHONY PETRONE
Member of Unefied Solutions, LLC.

By: _____
MICHAEL NOSHAY
Member of Unefied Solutions, LLC.

6/18/03

UNEFIED SOLUTIONS, LLC.

By: 
WILLIAM GULAS
Managing Member
of Unefied Solutions, LLC.

By: _____
KEITH KRAMER
Managing Member
of Unefied Solutions, LLC.

By: _____
REBECCA WELLMAN
Managing Member
of Unefied Solutions, LLC.

By: _____
JOSEPH MILLSTONE
Member of Unefied Solutions, LLC.

By: _____
ANTHONY PETRONE
Member of Unefied Solutions, LLC.

By: _____
MICHAEL NOSHAY
Member of Unefied Solutions, LLC.

6/18/03

ALAN C. GOLD, P.A.
Gables One Tower
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146

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MICHAEL NOSHAY

REBECCA WELLMAN

ANTHONY PETRONE

THE GULAS GROUP, LLC.

IDS TELCOM, LLC.

By: 
WILLIAM GULAS, President

By: _____

ALAN C. GOLD, P.A.
Gables One Tower
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146

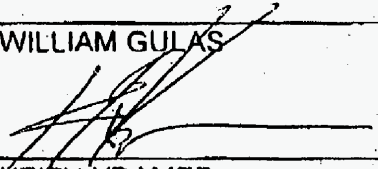
STEARNS, WEAVER, MILLER,
WEISSLER ALHADEFF & SITTERSON,
Museum Tower
150 West Flagler Street
Miami, FL 33130

ALAN C. GOLD, ESQUIRE
Florida Bar Number: 304875

MARTIN SIMKOVIC, ESQUIRE
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WILLIAM GULAS

JOSEPH MILLSTONE



KEITH KRAMER

MICHAEL NOSHAY

REBECCA WELLMAN

ANTHONY PETRONE

THE GULAS GROUP, LLC.

IDS TELCOM, LLC.

By: _____
WILLIAM GULAS, President

By: _____

UNEFIED SOLUTIONS, LLC.

By: _____
WILLIAM GULAS
Managing Member
of Unefied Solutions, LLC.

By: _____
KEITH KRAMER
Managing Member
of Unefied Solutions, LLC.

By: _____
REBECCA WELLMAN
Managing Member
of Unefied Solutions, LLC.

By: _____
JOSEPH MILLSTONE
Member of Unefied Solutions, LLC.

By: _____
ANTHONY PETRONE
Member of Unefied Solutions, LLC.

By: _____
MICHAEL NOSHAY
Member of Unefied Solutions, LLC.

IDS TELCOM
 1525 N.W. 167TH STREET, SUITE 200
 MIAMI, FL 33169
 (305) 913-4000

UNITED
 CORAL GABLES, FLORIDA 33134
 63-9059-2670

11189

DATE 6/10/2003 AMOUNT \$107,655.84

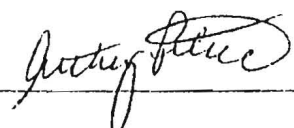
PAY

One Hundred Seven Thousand Six Hundred Fifty Five Dollars And 84 Cents

TO THE
 ORDER
 OF

Alan C. Gold, Trust Account

Account Number:



080126 12.97

IDS TELCOM

11189

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE				
5134	Alan C. Gold, Trust Account	00000000000020146	6/10/2003	11189			
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
Gulas Matter	GULAS MATTER	6/9/2003					

COMMENT Gulas Matter

IDS TELCOM

11189

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE				
5134	Alan C. Gold, Trust Account	00000000000020146	6/10/2003	11189			
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
Gulas Matter	GULAS MATTER	6/9/2003					

COMMENT Gulas Matter

EXHIBIT
 3

11185



UNEFIED SOLUTIONS
 1525 N.W. 167TH STREET, SUITE 200
 MIAMI, FL 33169

KISLAK NATIONAL BANK
 N. MIAMI BEACH, FL 33179
 63-127/670

5053

DATE: 6/12/2003
 AMOUNT: \$27,344.16

PAY Twenty Seven Thousand Three Hundred Forty Four Dollars And 16 Cents

TO THE ORDER OF Alan C. Gold, Trust Account

Account Number:

[Handwritten Signature]
 _____ MP

UNEFIED SOLUTIONS

5053

VENDOR ID.	NAME	PAYMENT NUMBER	CHECK DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
GOLD	Alan C. Gold, Trust Account	124	6/12/2003	\$27,344.16	\$27,344.16			
	Gulas Matter	GULAS MATTER	6/12/2003	\$27,344.16	\$27,344.16			

UYN #/PL/17/4/LL/1 PLAINS BUSINESS FORMS 1-800-432-1281

COMMENT Gulas Matter

000086

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 02-29516 CA (01)

WILLIAM GULAS, KEITH KRAMER,
REBECCA WELLMAN, all individually
and as managers of UNEFIED
SOLUTIONS, LLC, a Florida Limited
Liability Company and UNEFIED
SOLUTIONS, LLC, a Florida
Limited Liability Company,

Plaintiffs,

vs.

MICHAEL NOSHAY, JOSEPH MILLSTONE,
ANTHONY PETRONE, individually and as
former managers of UNEFIED
SOLUTIONS, LLC, IDS TELCOM, LLC,
a Florida Limited Liability Company,

Defendants.

STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY stipulated by and between the undersigned attorneys and Defendants, Michael Noshay, Joseph Millstone, Anthony Petrone, individually and as former managers of Unefied Solutions, LLC and IDS Telcom, LLC, that SILVER, LEVY & FELDMAN be substituted as counsel for STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A., as attorney of record for Defendants in the above-styled cause and the law firm of STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A. is hereby relieved of any and all further responsibility for the handling of this cause.

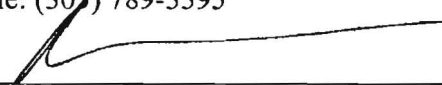
DATED this 3 day of July, 2003.

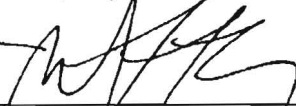
FILED
CLERK OF DISTRICT COURT
CIVIL #56
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JENNIFER JOHNSON

000157

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
Suite 2200, Museum Tower
150 West Flagler Street
Miami, Florida 33130
Telephone: (305) 789-3200
Facsimile: (305) 789-3395


SILVER LEVY & FELDMAN
1408 N. Westshore Blvd.
Suite 806
Tampa, Florida 33607
Telephone: (813) 639-9366
Facsimile: (813) 639-9376

By: 
MARTIN S. SIMKOVIC
Florida Bar No. 870625
JOSE G. SEPULVEDA
Florida Bar No. 154490

By: 
MITCHELL L. FELDMAN
Florida Bar No. 0080349

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was faxed and mailed to Alan C. Gold, Esquire, 1320 South Dixie Highway, Suite 870, Coral Gables, Florida 33146 on this 3 day of July, 2003.


MARTIN S. SIMKOVIC