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July 16, 2004

BY ELECTRONIC FILING

Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 040609-TP

Dear Ms. Bayó:

Attached please find TCG of South Florida, Inc.'s Answer to Verizon Florida Inc.'s Petition and Complaint in the above-referenced docket. Pursuant to the Commission's Electronic Filing Requirements, this version should be considered the official copy for purposes of the docket file. Copies of this document will be served on all parties via electronic and U.S. Mail.

Thank you for your assistance with this filing.

Sincerely yours,

s/ Tracy W. Hatch

Tracy W. Hatch

TWH/las
Attachment
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition and complaint by Verizon Florida
Inc. regarding customer transfer charges
imposed by TCG South Florida.

DOCKET NO. 040609-TP

FILED: July 16, 2004

TCG SOUTH FLORIDA'S ANSWER
TO VERIZON FLORIDA, INC'S PETITION AND COMPLAINT

Pursuant to Rule 28-106.203, Florida Administrative Code, TCG South Florida ("TCG") respectfully responds to the Petition and Complaint ("Complaint") filed by Verizon-Florida, Inc. ("Verizon").

The Complaint filed by Verizon alleging that the provisions of TCG's tariff dealing with Customer Transfer Charges ("CTC") are anticompetitive is without merit. TCG's customer transfer charges recover legitimately incurred costs of TCG when a customer is transferred from TCG to another carrier either and ILEC or a CLEC. Accordingly, the Florida Public Service Commission should deny the relief sought by Verizon and dismiss the Complaint.

TCG responds to the specific allegations in the Complaint as follows:

1. TCG admits that its tariff imposes Customer Transfer Charges. TCG denies the remainder of the allegations in paragraph 1 of the Complaint.
2. TCG admits that Verizon has pursued litigation regarding TCG CTC in other jurisdictions and admits that comparisons to Verizon's hotcut charges have been made in such other litigation. TCG denies that the CTC are "winback" charges. TCG admits that Verizon charges a hotcut charge to transfer an end-user's loop from Verizon to a CLEC. TCG denies the remaining allegations in paragraph 2.

3. TCG states that the orders of other state commissions cited in paragraph 3 regarding the subject of CTC speak for themselves and, therefore, neither admits nor denies the allegations regarding the orders of other commissions. TCG admits that it withdrew the CTC provisions from its Pennsylvania tariff. The letter from the Virginia Corporation Commission speaks for itself and, therefore, TCG neither admits nor denies the allegations regarding such letter. Any other allegations not admitted in paragraph 3 are denied.

4. Verizon's Complaint is without merit. Therefore, its requests for relief in paragraph 4 should be denied.

5. TCG is without knowledge of information sufficient to form a belief as to the truth of the allegation contained in Paragraph 5 of the Complaint, and therefore TCG denies those allegations.

6. TCG admits to the allegations in paragraph 6 of the Complaint.

7. TCG admits to the allegations in paragraph 7 of the Complaint.

8. TCG admits to the allegations in paragraph 8 of the Complaint.

9. TCG admits to the allegations in paragraph 9 of the Complaint.

10. TCG admits that the CTC tariff provides for a \$1.65 "supplemental charge". TCG states that the CTC tariff speaks for itself as to the applicability of the supplemental charge.

11. TCG admits that Section 5.12 of the CTC describes the applicability of the CTC and further states that the tariff speaks for itself. The remainder of the allegations in paragraph 11 are denied.

12. TCG denies the allegations in paragraph 12 of the complaint.

13. TCG denies the allegations in paragraph 13 of the complaint.
14. TCG states that Section 364.337(5), Florida Statutes speaks for itself. The remaining allegations in paragraph 14 are denied.
15. TCG states that Section 364.01(g)¹ speaks for itself.
16. TCG denies the allegations in paragraph 16 of the Complaint.
17. TCG denies the allegations in paragraph 17 of the Complaint.
18. TCG is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint.
19. TCG denies the allegations in paragraph 19 of the Complaint.
20. TCG admits to the allegations in paragraph 20 of the Complaint.
21. TCG admits to the allegations in the first, second and fourth sentences of paragraph 21. TCG denies the allegations in the third and fifth sentences.
22. TCG admits that TCG has defended against Verizon's complaint in other jurisdictions referenced in the first sentence of paragraph 22. TCG denies the remainder of the allegations in paragraph 22.
23. TCG denies the allegations in paragraph 23.
24. TCG denies the allegations in paragraph 24.
25. TCG admits that it receives an LSR in the case of a customer transfer. TCG denies the remainder of the allegations in paragraph 25.
26. TCG denies the allegations in paragraph 26.
27. The FCC's number portability orders speak for themselves. The remaining allegations in paragraph 27 are denied.

¹ TCG assumes from the statutory text cited that Verizon is referring to Section 364.01(4)(g), Florida Statutes.

28. TCG denies the allegations in the first sentence of paragraph 28. TCG admits to the allegations in the second sentence of paragraph 28. TCG denies the remaining allegations in paragraph 28.

29. TCG denies the allegations in paragraph 29.

30. TCG states that Section 3.8.1 of its tariff speaks for itself and denies the remaining allegations in paragraph 30.

31. TCG states that Section 3.8.1 of its tariff speaks for itself and denies the remaining allegations in paragraph 31.

32. TCG admits that the CTC tariff does not specifically define all discrete activities associated with transfer of a customer nor is there any requirement that it do so. TCG denies the remaining allegations in paragraph 32.

33. TCG admits to the allegations of paragraph 33. TCG further states that there is no requirement to distinguish between the manner in which TCG serves its customers in assessing charges to recover the costs incurred for the transfer of a customer from TCG to another carrier.

34. TCG admits that a tariff should be clear so as to give carriers appropriate notice as the application of tariff charges. TCG denies the remaining allegations in the first and second sentences of paragraph 34. TCG states that the orders of the FCC speak for themselves and denies the remaining allegations in the third sentence of paragraph 33 of the Complaint

35. TCG denies any allegations not specifically answered herein.

36. TCG denies that Verizon's Petition and Complaint has stated any claims upon which relief can be granted, either as a set forth by Verizon or otherwise.

WHEREFORE, TCG respectfully requests that the Commission enter judgment in its favor and against Verizon, denying the relief requested by Verizon in its Petition and Complaint, and granting all other relief as deemed appropriate under law.

Respectfully submitted this 16th day of July, 2004.

[s/ Tracy W. Hatch](#)

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CERTIFICATE OF SERVICE

I hereby certify that copies of TCG SOUTH FLORIDA'S ANSWER TO VERIZON FLORIDA, INC'S PETITION AND COMPLAINT were sent via electronic and U.S. Mail on July 16, 2004 to:

Staff Counsel
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[s/ Tracy W. Hatch](#)

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