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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF CARLOS MORILLO
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 031125-TP
AUGUST 12, 2004

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR BUSINESS ADDRESS.

A. My name is Carlos Morillo. I am employed by BellSouth as Director – Policy Implementation for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. No. However, I am adopting the pre-filed direct testimony of BellSouth witness Kathy K. Blake, filed in this proceeding on July 22, 2004 because Ms. Blake is unavailable due to other work commitments.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from West Virginia University in 1984 with Bachelor of Science degrees in Economics and Geology. In 1986, I received a Masters in Business

1 Administration with concentrations in Economics and Finance from West
2 Virginia University. After graduation, I began employment with Andersen
3 Consulting supporting various projects for market research, insurance, and
4 hospital holding companies. In 1990, I joined MCI, Inc. as a Business Analyst.
5 My responsibilities included supporting the implementation of processes and
6 systems for various business products and services. In addition to my Business
7 Analyst duties, I worked as a Financial Analyst evaluating the financial
8 performance of various price adjustments as well as promotion deployment,
9 including the state and Federal tariff filings. I was also a Product Development
10 Project Manager supporting the deployment of business services. In 1994, I
11 joined BellSouth International as a Senior Manager of IT Planning, and later
12 became Director of Business Development. In 1999, I became Director of
13 eCommerce in BellSouth's domestic operations and in 2002, Director of
14 International Audit. I assumed my current position as Director - Policy
15 Implementation in May of 2004.

16

17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

18

19 A. The purpose of my testimony is to rebut portions of the direct testimony of IDS
20 Telecom, LLC ("IDS") witnesses Angel Leiro, Elizabeth Fefer, and the Panel
21 testimony of Raquel Rencher and Elizabeth Fefer ("Panel"), filed in this
22 proceeding on July 22, 2004.

23

24

25

1 **Issue 2: Did BellSouth properly terminated IDS' access to LENS in December**
2 **2003 pursuant to the interconnection agreement?**

3
4 Q. DID BELLSOUTH PROPERLY DISCONNECT LENS UNDER THE
5 CURRENT AGREEMENT FOR THE NONPAYMENT OF UNDISPUTED
6 AMOUNTS OWED?

7
8 A. Yes. In her testimony, Ms. Fefer appears to argue that BellSouth improperly
9 terminated IDS' access to LENS under the Current Agreement because the
10 Past Due Q Account dispute related to amounts owed under the Prior
11 Agreement. In addition to being factually incorrect, BellSouth properly relied
12 upon the Current Agreement to address IDS' nonpayment of undisputed
13 amounts owed because the Current Agreement was the agreement in effect at
14 the time of the termination of LENS. Indeed, under the Current Agreement,
15 any amounts owed under a prior agreement are considered to be due and owing
16 for treatment purposes under the Current Agreement. Specifically, Section
17 31.1 of the General Terms and Conditions of the Current Agreement provides
18 that "[a]ny orders placed under prior agreements between the parties shall be
19 governed by the terms of this Agreement and IDS acknowledges and agrees
20 that any an all amounts and obligations owed for services provisioned or orders
21 placed under prior agreements between the Parties, related to the subject matter
22 hereof, shall be due and owing under this Agreement...." Thus, regardless of
23 when BellSouth provided the services that are unpaid and undisputed, it is the
24 agreement in effect at the time of suspension of access to LENS that governs.

1 Therefore, BellSouth properly terminated IDS for nonpayment of undisputed
2 amounts based upon the Current Agreement.

3
4 Furthermore, BellSouth did not disconnect IDS' access to LENS in December
5 2003 for nonpayment of the Past Due Q Account. As set forth in Ms. Blake's
6 and Mr. Melton's direct testimony, even without considering nonpayment of
7 the Past Due Q Account, BellSouth properly terminated IDS' access to LENS
8 because IDS (1) failed to pay \$33,000 in undisputed resale billings; and (2)
9 asserted approximately \$1.8 million in duplicative UNE disputes.

10 Accordingly, Ms. Fefer's assumption that BellSouth ONLY terminated IDS'
11 access to LENS based upon nonpayment of the Past Due Q Account is
12 incorrect.

13

14 Q. ON PAGE 6 OF HIS TESTIMONY, MR. LEIRO CLAIMS THAT THE
15 TERMINATION OF IDS' ACCESS TO LENS CONSTITUTES
16 ANTICOMPETITIVE BEHAVIOR. DO YOU AGREE WITH THIS
17 STATEMENT?

18

19 A. Absolutely not. As I discussed above and as Ms. Blake and Mr. Melton
20 testified in their direct testimony, BellSouth properly terminated IDS' access to
21 LENS under the Current Agreement because of IDS' failure to pay undisputed
22 resale billings. BellSouth's actions in compliance with the Current Agreement
23 to address IDS' nonpayment of undisputed billings cannot constitute
24 anticompetitive behavior. In contrast, IDS' behavior in (1) submitting
25 duplicative disputes to avoid its payment obligations; and (2) asserting disputes

1 and filing Commission complaints for issues that IDS' own documents refute
2 (see Mr. Hacker's emails in Exhibits DM-4 and DM-5 regarding the parties'
3 agreement to increase the opening balance of the Past Due Q Account)
4 constitutes anticompetitive behavior.

5

6 ***Issue 4(a): Did BellSouth assess the correct Daily Usage File (DUF) charges for***
7 ***services provided to IDS in Florida?***

8

9 Q. CAN YOU DESCRIBE HOW THE PANEL ORGANIZED ITS TESTIMONY
10 WITH RESPECT TO IDS' DUF DISPUTE?

11

12 A. The Panel identified three separate reasons for IDS' dispute relating to the
13 DUF billings. First, the Panel disputed whether BellSouth applied the correct
14 DUF rate when billing IDS for DUF messages. Second, the Panel disputed the
15 appropriateness of BellSouth billing DUF records in Call Flow #12 scenarios.
16 Third, the Panel disputed the appropriateness of back-billing.

17

18 Q. CAN YOU EXPLAIN HOW BELLSOUTH BILLED DUF RECORDS TO
19 IDS FOR THE TIME PERIOD IN QUESTION?

20

21 A. Yes. BellSouth began billing DUF records to CLECs in December 2001. In
22 March 2002, BellSouth realized that the billing system was only billing
23 approximately one-third (1/3) of the DUF messages that were being delivered
24 to the CLECs. BellSouth ultimately discovered that message files exceeding a
25 certain size were being dropped from CLEC bills. Therefore, on May 30,

1 2002, BellSouth expanded the DUF records processing capacity to capture all
2 of the affected files created and delivered from May 1, 2002 to the present. In
3 addition, on May 31, 2002, BellSouth began an initiative to recover charges
4 associated with the delivery of all DUF delivered between December 2001 and
5 May 1, 2002 that had not already been billed because of the capacity issue
6 discussed above. On June 10, 2002, BellSouth sent a Carrier Notification
7 Letter to the CLECs advising them of BellSouth's billing solution and
8 informed them that BellSouth's June and July bills would contain charges for
9 the December 2001 through April 2002 unbilled DUF charges. See Exhibit
10 CM-1 for a copy of the June 10, 2002 Carrier Notification Letter.

11

12 Then, in July 2002, BellSouth determined that several programming errors had
13 occurred regarding the rates being applied in the DUF billings. Specifically, in
14 the state of Florida, instead of applying each CLEC's negotiated DUF contract
15 rate, a default rate for DUF messages had been applied to the CLECs' bills.
16 BellSouth immediately notified the CLECs of this issue and informed them
17 that BellSouth stopped the billing initiative to recover charges for the
18 previously unbilled DUF messages until the rate issue was corrected. See
19 Exhibit CM-2 for a copy of the letter, dated July 30, 2002. The letter also
20 informed the CLECs that once BellSouth implemented a solution to correct all
21 DUF billing rates, BellSouth would correct all charges for DUF records
22 provided for the period of December 2001 through July 2002 on the October
23 2002 bill. (For the months of August and September 2002, BellSouth applied
24 the correct DUF rates to IDS.) BellSouth also advised the CLECs that a
25 BellSouth representative would contact the CLEC in September 2002 to

1 personally discuss the DUF charges that would appear on the October 2002
2 bill. In connection with this statement, BellSouth discussed this issue with
3 several IDS employees in September and October 2002.

4

5 Q. WAS BELLSOUTH AUTHORIZED TO BACK BILL FOR THE UNBILLED
6 MESSAGES?

7

8 A. Yes. Pursuant to Section 1.1.3 of Attachment 7 of the Prior Agreement (which
9 is attached hereto as Exhibit CM-3), BellSouth was authorized to bill IDS for
10 charges "which are incurred under this Agreement on or before one (1) year
11 preceding the bill date or such shorter period of time as the Commission may
12 have established."

13

14 Q. IS IT APPROPRIATE TO REFER TO THE PRIOR AGREEMENT FOR THE
15 DUF BILLING DISPUTE?

16

17 A. Yes. The Prior Agreement was in effect until February 5, 2003. Thus, the
18 billings in dispute, which occurred from December 2001 to October 2002,
19 occurred during the time period in which the Prior Agreement was in effect.

20

21 Q. DID THESE CORRECT RATES EVER GET APPLIED TO IDS' BILLS?

22

23 A. Yes. In August 2002, BellSouth began billing IDS the DUF rate identified in
24 the parties' November 2001 Amendment to the Prior Agreement. This
25 amendment incorporated the UNE rates established in the Commission May

1 25, 2001 *UNE Cost Order*¹ in the UNE Cost Docket. Then, as promised, in
2 October 2002, BellSouth issued a bill to IDS, using the appropriate rate, for
3 September DUF usage as well as any corrections for the billings from
4 December 2001 through July 2002 under the appropriate rate.

5
6 Q. WITH RESPECT TO THE SECOND DISPUTE, CALL FLOW #12, THE
7 PANEL CLAIMS THAT DUF RECORDS "SHOULD NEVER HAVE BEEN
8 PROVIDED FOR AND [IDS] SHOULD NOT BE CHARGED FOR,
9 BECAUSE SUCH RECORDS WERE ONLY PROVIDED DUE TO AN
10 ONGOING BILLING ERROR THAT BELLSOUTH HAS NEVER FIXED."
11 IS THE PANEL'S SUMMARY OF THESE DUF RECORDS BILLING
12 ACCURATE?

13
14 A. No.

15
16 Q. CAN YOU EXPLAIN THE ISSUE SURROUNDING THIS CALL FLOW
17 #12 DISPUTES?

18
19 A. To explain this dispute, an understanding of DUF records and call flows is
20 required.

21
22 To begin with, BellSouth is required to provide IDS DUF records pursuant to
23 the parties' interconnection agreement. DUF records provide UNE-P CLECs

¹ See, Order No. PSC-01-1181-FOF-TP in Docket No. 990649-TP.

1 with switch recordings. These recordings allow CLECs to bill other carriers
2 for traffic that traverses a CLEC's line as well as bill their own customer's for
3 certain calls (i.e. local collect, intraLATA toll, etc.). ADUF records are
4 records that allow CLECs to bill other carriers for completing calls (either
5 access charges or reciprocal compensation) while ODUF records are records
6 that allow CLECs to bill their own own customers for local traffic. In order for
7 a UNE-P CLEC to bill for any of this traffic, it must receive a DUF message
8 from the switch owner, in this case, BellSouth.

9
10 Call flows are examples of call scenarios involving UNE-P originated and
11 terminated calls from or to BellSouth or third party subscribers. Call flows are
12 referenced in interconnection agreements to explain various different call
13 scenarios and to illustrate how applicable charges will apply with certain call
14 scenarios. In this case, Section 4.2.6 of Attachment 2 of the Current
15 Agreement, which is attached hereto as Exhibit CM-4, references BellSouth's
16 UNE Local Call Flows as set forth on BellSouth's web site.

17
18 Here, the parties negotiated an agreement whereby the calls exchanged
19 between them would all be considered local (with a few minor exceptions)
20 when IDS uses UNE-P. This is referred to as a LATAwide local scheme. Call
21 Flow #12, which is attached as Exhibit CM-5, is a call flow for a LATAwide
22 local when a BellSouth end user originates a 1+dialed call originating in a 7 or
23 10 digit dialing area that terminates to a CLEC end user that is served via
24 UNE-P outside of the traditional local calling but within the LATA. In this
25 scenario, BellSouth would normally not charge IDS switching and IDS would

1 normally not charge BellSouth for terminating the BellSouth call because the
2 charges for the two services are the same and thus net to zero. In addition, IDS
3 does not charge BellSouth terminating access for this call because BellSouth
4 does not charge IDS terminating access for terminating IDS' 1+ intraLATA
5 calls.

6
7 However, because BellSouth's billing systems are designed to create and send
8 a DUF record and charge for unbundled local switching, Call Flow #12
9 provides that BellSouth will charge IDS switching for these calls and that IDS
10 will use the ADUF records it receives to bill back to BellSouth the charges
11 BellSouth billed to IDS so that the charges do in fact "net to zero."

12
13 Q. ARE ADUF RECORDS AUTOMATICALLY CREATED IN THE ABOVE
14 DESCRIBED SITUATION?

15
16 A. Yes, but only in the instances when a 1+ dialed intraLATA call, as reflected on
17 Call Flow #12, is made and the presubscribed carrier is BellSouth. In instances
18 where a BellSouth end user initiates a 7 or 10 digit call, no ADUF records are
19 generated because it is a local call.

20
21 Further, BellSouth's billing system cannot bill differently based upon whether
22 a CLEC has chosen to utilize a LATAwide local calling scheme or the
23 traditional definition of a local calling area. Thus, until all CLECs migrate to a
24 LATAwide local calling scheme, BellSouth will continue to have to provide
25 ADUF records to CLECs and bill for switching.

1 Q. IS IDS' CHARACTERIZATION OF BELLSOUTH BILLING FOR CALL
2 FLOW #12 ACCURATE?

3
4 A. No. On page 8 of the Panel's testimony, the Panel states that BellSouth has
5 known since June 2001 that "it has a problem with erroneously billing
6 CLECs." This statement is factual inaccurate. Call Flow #12 recognizes that
7 BellSouth's billing systems cannot selectively apply usage charges on a
8 CLEC-specific basis and thus provides that the parties will bill each other to
9 net out the applicable charges "until BellSouth modifies its billing system to
10 not charge [IDS] for [unbundled local switching]." This charge-back practice
11 is not a billing error but a result of IDS choosing to operate under a LATAwide
12 local calling scheme. Further, BellSouth is not obligated in the Agreement or
13 in Call Flow #12 to modify its billing systems by a certain date or even at all to
14 obviate the need for reciprocal billing for this specific call flow.

15
16 Q. THE PANEL ALSO ARGUES THAT IDS SHOULD NOT HAVE TO PAY
17 FOR THESE "ERRONEOUSLY BILLED" MESSAGES. HOW DO YOU
18 RESPOND?

19
20 A. IDS is contractually obligated to pay for the ADUF records associated with
21 Call Flow #12. The messages serve a function: they provide call detail that
22 CLECs use to bill either access charges or local switching (in IDS' case) for
23 terminating intraLATA calls. Further, there is nothing in the Current
24 Agreement or Call Flow #12 that relieves IDS of its obligations to pay for
25 these ADUF records.

1 Q. THE THIRD REASON FOR DISPUTING THE DUF BILLING RECORD,
2 IDENTIFIED BY THE PANEL IS THE MANNER IN WHICH
3 BELLSOUTH BACK-BILLED IDS FOR THE DUF RECORDS. DID THE
4 PANEL EVER DISCUSS ITS RATIONALE BEHIND THIS THIRD TYPE
5 OF DISPUTE?

6
7 A. No. The Panel only states that such a discussion would take place elsewhere.

8
9 Q. WHERE DID THE DISCUSSION OF THE APPROPRIATENESS OF
10 BACK-BILLING APPEAR?

11
12 A. The testimony of Angel Leiro discusses IDS' view on the appropriateness of
13 back-billing. On pages 9-10 of his testimony, citing to an FCC decision, Mr.
14 Leiro suggests that the FCC has held that back-billing for several months could
15 be deemed an unreasonable billing practice in violation of 47 U.S.C. § 201(b).
16 However, Mr. Leiro fails to recognize that the FCC clearly stated in its
17 decision, The Peoples Network Inc. v. American Telephone and Telegraph,
18 Company, Docket No. E-92-99, 12 FCC Rcd 21081, released April 10, 1997,
19 paragraph 18, that "[o]ur decision ...in this particular case should not be
20 construed as establishing a rule of general applicability. ... Today's ruling is
21 limited strictly to the facts of this case. We do not foreclose the possibility that
22 back-billing delays of less than 120 days could be found to be unjust and
23 unreasonable under the facts of a particular case. Likewise, back-billing delays
24 exceeding 120 days may be reasonable in certain instances. We will consider

1 such matters on a case-by-case basis to determine compliance with the just and
2 reasonable requirements of Section 201(b).”

3

4 Thus, it is clear from the FCC’s decision that the FCC did not find that back-
5 billing per se is an unreasonable billing practice. Further, this case dealt with
6 AT&T back-billing consumers for long distance charges, which is inapplicable
7 to the instant contractual case.

8

9 In addition, pursuant to Section 1.1.3 of Attachment 7 of the parties’ Prior
10 Agreement, BellSouth was authorized to bill IDS for charges “which are
11 incurred under this Agreement on or before one (1) year preceding the bill date
12 or such shorter period of time as the Commission may have established.” The
13 subject charges clearly fall within this one year time period. Also, Section
14 95.11 of the Florida Statutes provides that the statute of limitations for back
15 billing of charges is 5 years. The Commission previously held in the
16 Verizon/Covad arbitration that this 5 year statute of limitations applies to back-
17 billing of charges. See, Order No. PSC-03-1139-FOF-TP (October 2003).
18 Accordingly, under both the Prior Agreement (which governs the charges in
19 dispute) and Florida law, BellSouth’s back-billing of DUF records was entirely
20 appropriate.

21

22 Q. DOES MR. LEIRO RAISE ANY OTHER DISPUTES REGARDING THE
23 BILLING OF DUF RECORDS?

24

25 A. Yes. On page 8 of his testimony, Mr. Leiro claims that BellSouth is required

1 to true-up “interim” DUF rates to the final Commission ordered rates.

2

3 Q. IS THERE ANY OBLIGATION TO PERFORM TRUE-UP UNDER THE
4 PRIOR INTERCONNECTION AGREEMENT?

5

6 A. No. Ms. Blake addressed the parties’ true-up obligations under the Prior
7 Agreement in her direct testimony. She stated:

8

9 In Section 13 of Attachment 2 to the Prior Agreement, the parties
10 agreed that “interim prices for Network Elements and Other
11 Services and Local Interconnection shall be subject to true-up” in
12 accordance with certain enumerated procedures. Only “interim”
13 rates were declared subject to true-up [(and, expressly, Tennessee’s
14 rates)]. Permanent rates, regardless of whether they might be
15 revised or updated in subsequent state commission proceedings,
16 were not subject to true-up in Section 13.

17

18 Q. WERE THE COMMISSION’S MAY 2001 DUF RATES INTERIM?

19

20 A. No. The Commission issued three separate orders in the UNE Cost Docket
21 establishing final rates: the May 25, 2001 *UNE Cost Order*, the *Order on*
22 *Reconsideration*² and the *120-day Order*³. None of the ordered rates were
23 designated as interim by the Commission. Notwithstanding this fact, IDS
24 argues that BellSouth has an obligation to true-up DUF rates using the rate
25 from the *120-Day Order* retroactively. IDS apparently takes the position that

² Order No. PSC-01-2051-FOF-TP, Docket No. 990649-TP, issued on October 18, 2001.

³ Order No. PSC-02-1311-FOF-TP, Docket No. 990649-TP, issued September 27, 2002.

1 as long as rates have a possibility of being modified in the future, they should
2 be considered interim. This rationale is illogical and defies the express
3 wording of the Commission's Orders. Indeed, to follow IDS' logic would
4 result in a finding that the DUF rates ordered in the *120-day Order* would not
5 even be considered final today because this decision is currently on appeal.

6
7 In addition, the Commission's *120-Day Order* expressly required prospective
8 application of the September 2002 DUF rates only. As Ms. Blake testified in
9 her direct testimony, the Commission's *120-day Order* is clear as to when the
10 Commission's rates should become effective as it states at page 115:

11
12 BellSouth's UNE rates, as established herein, may be
13 incorporated as amendments to existing interconnection
14 agreements. Therefore, upon consideration, we find that
15 it is appropriate for the rates to *become effective when*
16 *the interconnection agreements are amended* to reflect
17 the approved UNE rates and the amended agreement
18 becomes effective under the law. (Emphasis added)
19

20 Q. DOES BELLSOUTH HAVE A 271 OBLIGATION IN FLORIDA TO TRUE-
21 UP DUF RATES?

22
23 A. No, there is no requirement in the FCC's *Florida 271 Order* that requires
24 BellSouth to true-up DUF rates. The *Georgia 271 Order* Mr. Leiro cites in his
25 testimony is inapplicable to this proceeding because the DUF rates in Georgia
26 were in fact interim. Specifically, at the time BellSouth filed its application for
27 Section 271 authorization for the State of Georgia with the FCC, BellSouth
28 was in the initial stages of the Georgia UNE Cost proceeding. BellSouth filed

1 its proposed DUF rates in the Georgia UNE Cost proceeding and attached the
2 same rates to its Standard General Terms and Conditions (“SGAT”) contract
3 with a note that the rates were interim subject to true-up upon a final decision
4 of the Georgia Public Service Commission. Thus, these rates were available
5 for adoption by CLECs prior to being ordered by the Georgia Commission.

6
7 The facts in the Florida 271 proceeding are completely different. There were
8 no interim rates in Florida and no CLEC in Florida was able to adopt rates that
9 were yet to be approved by the Commission. The Commission was
10 aware of the FCC’s findings in the *Georgia 271 Order* regarding interim DUF
11 rates and expressly held that no true-up or retroactive application of these rates
12 was appropriate in its *120-Day Order*. Thus, IDS’ interim rate argument
13 cannot support its dispute.

14
15 Q. WHAT IS IDS SUGGESTING WITH RESPECT TO TRUING-UP DUF
16 RATES?

17
18 A. Mr. Leiro’s suggestion that this Commission should require BellSouth to true-
19 up DUF rates, is in effect, a request for reconsideration of the *120-day Order*
20 issued by this Commission some two years ago, wherein the Commission
21 found that the rates established in that Order would apply prospectively only.
22 IDS, of course, never made this argument in the UNE cost proceeding and its
23 attempt to resurrect a stale argument as a justification for not paying its bills
24 should be rejected.

25

1 Q. DID BELLSOUTH IN ANY WAY VIOLATE THE INTERCONNECTION
2 AGREEMENT WITH RESPECT TO THE BILLING OF DUF RECORDS?

3

4 A. Absolutely not. Every action that BellSouth took with respect to the billing of
5 DUF records was in accordance with the parties' interconnection agreement.
6 IDS, on the other hand, is simply creating reasons to avoid its contractual
7 payment obligations. This Commission should recognize IDS' scheme and
8 reject IDS' dispute.

9

10 *Issue 5(a): Did BellSouth correctly assess market-based rates for services*
11 *provided to IDS in Florida in the applicable MSA?*

12

13 Q. TO BEGIN WITH, IS BELLSOUTH AUTHORIZED TO BILL IDS
14 MARKET-BASED RATES AND IF SO, WHERE DOES IT GET SUCH
15 AUTHORITY?

16

17 A. Yes. Section 5 of Attachment 2 to the parties' Current Agreement addresses
18 the application of market-based rates in a UNE-P environment.⁴ These
19 sections provide:

20

21 5.5.4 BellSouth is not required to provide combinations of port and loop
22 network elements on an unbundled basis in locations where,
23 pursuant to FCC rules, BellSouth is not required to provide circuit
24 switching as an unbundled network element.
25

⁴ The Prior Agreement had substantially similar provisions as to the applicability of market-based rates. See Sections 5.6.1.1 and 5.6.1.2 of Attachment 2 to the Prior Agreement.

1 5.5.5 BellSouth shall not be required to provide local circuit switching as
2 an unbundled network element in density Zone 1, as defined in 47
3 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL;
4 Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill,
5 NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN;
6 and New Orleans, LA, MSAs to IDS Telcom if IDS Telcom's
7 customer has 4 or more DS0 equivalent lines.

8
9 5.5.6 Notwithstanding the foregoing, BellSouth shall provide
10 combinations of port and loop network elements on an unbundled
11 basis where, pursuant to FCC rules, BellSouth is not required to
12 provide local circuit switching as an unbundled network element
13 and shall do so at the market rates in Exhibit B. If a market rate is
14 not set forth in Exhibit B for a UNE port/loop combination, such
15 rate shall be negotiated by the Parties.

16
17 In addition to the above sections in Attachment 2, the rate sheet attached to the
18 Current Agreement states: "BellSouth currently is developing the billing
19 capability to mechanically bill the recurring and non-recurring market Rates in
20 this section except for nonrecurring charges for not currently combined in FL
21 and NC. In the interim where BellSouth cannot bill market rates, BellSouth
22 shall bill the rates in the cost-based section preceding in lieu of the market
23 rates and reserves the right to true-up the billing difference."⁵

24
25 Q. TURNING TO THE PANEL'S TESTIMONY RELATING TO THE
26 MARKET BASED RATE BILLING DISPUTE, DOES THE PANEL
27 PRESENT A CLEAR UNDERSTANDING OF THIS DISPUTE ON PAGES
28 10-13?

⁵ The Florida rate sheet discussing the application of market-based rates was not properly sized, which caused a part of the sentence to be obfuscated. However, the other 8 state's rate sheets for the Current Agreement as well as the rate sheet that was attached to IDS' October 2002 Florida Amendment contains the full sentence quoted above.

1

2 A. No. The Panel's testimony is very repetitive and confusing as to what issues
3 relate to what amounts and what is actually being disputed. In an effort to
4 present a more coherent argument, my testimony is structured to discuss each
5 dispute individually instead of repeatedly based on the billing period in
6 dispute.

7

8 Q. HOW MANY BILLS HAS BELL SOUTH RENDERED AND WHAT TIME
9 PERIOD DO THEY COVER?

10

11 A. BellSouth has issued a total of six (6) bills. The bill dates and recovery period
12 are as follows:

13

<u>Bill Date</u>	<u>Recovery Period</u>
October 2002	10/01-01/02
December 2002	01/02-3/02
March 2003	03/02-05/02
May 2003	05/02-02/03
December 2003	02/03-09/03
June 2004	10/03-02/04

14

15 Q. TO BEGIN WITH, ONE OF THE RECURRING RATIONALES
16 IDENTIFIED BY THE PANEL (PAGE 11, LINES 10-11 AND 22-23; AND
17 PAGE 13, LINES 4-6) AS TO WHY IDS DISPUTED THE MARKET
18 BASED RATES WAS THE FACT THAT IDS DOES NOT BELIEVE THAT

1 BELLSOUTH OFFERS NON-DISCRIMINARY ACCESS TO DS0 EELS.
2 DOES BELLSOUTH OFFER NON-DISCRIMINATORY ACCESS TO
3 EELS?

4
5 A. Absolutely. This Commission has repeatedly acknowledged that BellSouth
6 provides non-discriminatory access to unbundled network elements, including
7 combinations. In its Opinion Letter to the FCC supporting BellSouth's
8 application for authority to provide in-region interLATA service, this
9 Commission found that "every issue but one that the ALEC witnesses have
10 raised in the context of this checklist item has been determined by us in
11 previous dockets. BellSouth provides nondiscriminatory access to all
12 required unbundled network elements", which includes DS0 loop/port
13 combinations. See FPSC Opinion Letter, Opinion No. PSC-02-1304-FOF-TL,
14 Docket No. 960786A-TL, dated Sept. 25, 2002, p. 98-100.

15
16 Also, the FCC concluded in the *Georgia 271 Order* that "[b]ased on the
17 evidence in the record, we conclude, as did the Louisiana and Georgia
18 Commissions, that BellSouth provides access to UNE combinations in
19 compliance with the Commission rules. BellSouth demonstrates that
20 competitive LECs can order UNE-P electronically with flow-through on all of
21 its interfaces, including ordering migrations by telephone numbers, and that
22 commercial experience provides this is done in a nondiscriminatory basis."
23 See *Georgia 271 Order*, in Docket No. 02-35, FCC 02-174, issued May 15,
24 2002, ¶ 199.

25

1 In the *5-State 271 Order*, the FCC also concluded that “BellSouth provides
2 UNEs, including UNE combinations, in the five states in the same manner as
3 the Commission approved in Georgia and Louisiana.” See 5-State 271 Order,
4 WC Docket No. 02-150, FCC 02-260, issued September 18, 2002, ¶ 210.

5
6 Q. DOES THE PANEL TESTIMONY EXPLAIN IDS’ REASONING IN
7 SAYING THAT BELLSOUTH DOES NOT PROVIDE
8 NONDISCRIMINATORY ACCESS TO DS0 EELS?

9
10 A. No. The Panel only references such assertion. IDS witness Jermaine Johnson
11 sets forth IDS’ reasoning for making such claim. BellSouth witness Greg
12 Follensbee addresses Mr. Johnson’s testimony.

13
14 Q. ANOTHER ASSERTION THAT THE PANEL MAKES ON PAGE 11,
15 LINES 7-9, IS THAT BELLSOUTH DID NOT PROVIDE SUPPORTING
16 DATA WHEN IT DELIVERED THE FIRST THREE BILLS SEEKING
17 RECOVERY OF THE MARKET BASED RATE SWITCHING CHARGES.
18 IS THIS TRUE?

19
20 A. No. Beginning in August 2002, BellSouth notified CLECs that BellSouth
21 would back-bill market based rates in October 2002 in accordance with the
22 CLECs’ interconnection agreements. BellSouth informed the CLECs that the
23 charges would appear in the Other Charges and Credits (OC&C) portion of the
24 company’s bill and that BellSouth would provide data sufficient for CLECs to
25 audit the OC&C charges separately. Attached hereto as Exhibit CM-6 is a

1 copy of the Carrier Notification Letter posted to BellSouth's Interconnection
2 website on August 30, 2002. As October 2002 approached, BellSouth notified
3 the CLEC community that the October 2002 bills would contain these charges
4 and that the supporting data for those charges would be accessible to the
5 CLECs through a BellSouth website. Exhibit CM-7 is a copy of the Carrier
6 Notification Letter posted to the BellSouth Interconnection website, dated
7 September 27, 2002. BellSouth began to provide billing detail on CDs with its
8 May 2003 bills and has continued to provide CDs with subsequent billings.

9
10 Q. DO YOU KNOW WHETHER IDS KNEW ABOUT THE WEBSITE AND
11 HOW TO ACCESS THE SUPPORTING MATERIALS?

12
13 A. Yes. In order to access the website to obtain the supporting data for the initial
14 set of bills, a CLEC had to contact the BellSouth Electronic Commerce (EC)
15 Support Group to request a password. BellSouth's records indicate that on
16 October 31, 2001 and April 16, 2003, individuals from IDS contacted
17 BellSouth's website administrator to request passwords to gain access to the
18 website containing the supporting data for charges appearing on its bill. See
19 Exhibit CM-8 for copies of the trouble tickets showing IDS' request for a
20 password. IDS received passwords on the dates requested. Thus, IDS
21 assertion that BellSouth did not provide supporting data for its market-based
22 rate charges is simply not true.

23 Q. ANOTHER COMPLAINT THE PANEL MENTIONS ON PAGE 11, LINES
24 11-12, IS THAT "THE CHARGES WERE NOT BILLED IN THE PROPER
25 FORMAT AND IN A 'MECHANIZED MANNER.'" IS THIS A TRUE

1 STATEMENT?

2

3 A. No. As Ms. Blake discussed in her direct testimony, all market based rate
4 charges were billed in a mechanized fashion and in the correct format in
5 accordance with the interconnection agreement. Specifically, these charges
6 were billed to IDS in the Carrier Access Billing System (“CABS”) and
7 formatted in CABS Billing Output Specification (“CBOS”) in compliance with
8 Section 1.1 of Attachment 7 of both the Current and Former Agreement.
9 Therefore, IDS’ claim that BellSouth did not submit its bills to IDS in the
10 proper format is inaccurate.

11

12 Q. THE PANEL ALSO ASSERTS THAT ONE OF THE REASONS IDS
13 DISPUTED BELLSOUTH’S BILLING OF THE MARKET BASED RATE IS
14 BECAUSE BACKBILLING IS AN UNREASONABLE PRACTICE. (PAGE
15 11, LINES 13-14; PAGE 12, LINE 2; AND PAGE 13, LINES 7-8.) HOW DO
16 YOU RESPOND TO SUCH DISPUTE?

17

18 A. There are three reasons why IDS’ testimony relating to the appropriateness of
19 back-billing market-based rates should not be given any merit. First, as I
20 discuss above, BellSouth has 5 years to recover back-billed charges under
21 Florida law. Second, as I also discuss above, the Prior Agreement expressly
22 allowed for back-billing of up to a year and the Current Agreement
23 contemplates that billing may occur over 180 days after date of receipt of the
24 service as it allows for extended payments in such an instance. See
25 Attachment 7, Section 1.1.3.

1 Third, the rate sheets in the Prior and Current Agreements clearly state that
2 BellSouth will back-bill the market based rates. Specifically, the rate sheets
3 state: "BellSouth currently is developing the billing capability to mechanically
4 bill the recurring and non-recurring market Rates in this section except for
5 nonrecurring charges for not currently combined in FL and NC. In the interim
6 where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the
7 Cost-Based section preceding in lieu of the Market Rates and reserves the right
8 to true-up the billing differences," Thus, IDS knew that BellSouth could and
9 would back-bill market based rates. IDS' assertion now that such practice is
10 unreasonable is without merit.

11

12 Q. ON PAGE 12 OF THE PANEL'S TESTIMONY AND PAGE 11 OF MR.
13 LEIRO'S TESTIMONY, IDS ARGUES THAT MARKET BASED RATES
14 ARE NOT ALLOWED BECAUSE BELLSOUTH IS OBLIGATED TO
15 PROVIDE LOCAL CIRCUIT SWITCHING UNDER SECTION 271 AND
16 BECAUSE THE FLORIDA RATE SHEET "STATES THAT MARKET
17 RATES ONLY APPLY WHERE BELLSOUTH HAS NO OBLIGATION TO
18 PROVIDE LOCAL SWITCHING." (SEE LEIRO, PAGE 11, LINES 11-12.)
19 DO YOU AGREE WITH IDS' ARGUMENT?

20

21 A. No. The fundamental flaw in IDS' argument is that the rate sheet in question
22 states that market-based rates apply when BellSouth no longer has an
23 obligation to provide "unbundled local switching," meaning switching at
24 TELRIC. BellSouth does not dispute its 271 obligation to provide local
25 switching but there is no 271 obligation that requires BellSouth to provide such

1 switching at TELRIC. Thus, IDS' argument that market-based rates will never
2 apply because BellSouth has a 271 obligation to provide local switching is a
3 red herring. BellSouth will provide local switching, just not at TELRIC rates,
4 which is what the rate sheet reflects.

5
6 Q. ANOTHER ARGUMENT IDS MAKES TO AVOID PAYING MARKET
7 BASED RATES IS THE ASSERTION THAT BELLSOUTH IS CHARGING
8 FOR LINES THAT ARE NOT IN ZONE 1 CENTRAL OFFICES (PAGE 12,
9 LINES 8-11). IS IDS' ASSERTION CORRECT?

10

11 A. No. Pursuant to the parties interconnection agreement, the FCC's *UNE*
12 *Remand Order*, and 47 C.F.R. § 51.319(c)(2), BellSouth applies the market
13 based rate for switching to customers with 4 or more lines in the Density Zone
14 1 markets in the top 8 Metropolitan Statistical Areas ("MSAs") in BellSouth's
15 region. In the state of Florida those areas are in Miami, Orlando and Ft.
16 Lauderdale.

17

18 Q. CAN YOU EXPLAIN WHY IDS' ASSERTS THAT BELLSOUTH IS NOT
19 APPLYING THE MARKET BASED RATES TO THE CORRECT
20 GEORGRAPHICAL AREA?

21

22 A. It appears that IDS is confusing deaveraged rate zones with Density Zones in
23 MSAs. The deaveraged rate zone geographic area covers a different
24 geographic areas than Density Zones. A list of all of the wire centers that are
25 located in Zone 1 of the top eight MSAs in BellSouth's territory can be found

1 in BellSouth's product guide, entitled 2 Wire Voice Grade UNE Loop/Port
2 Switched Combination. Attached as Exhibit CM-9 is a copy of the relevant
3 product guide.

4

5 Apparently, IDS was basing its dispute on deaveraged rate zones and not on
6 Density Zone 1 MSAs, as required by FCC rules.

7

8 Q. HOW DO YOU KNOW THAT BELLSOUTH'S BILLINGS ARE
9 CORRECT?

10

11 A. First, in asserting this dispute, IDS identified for some of the months in
12 question the lines it believes are not in Density Zone 1. Using this
13 information, BellSouth identified the serving wire center and compared that
14 wire center to the list of wire centers in Density Zone 1 found in Exhibit CM-9.
15 BellSouth determined that all of the lines that IDS claimed were not in Zone 1
16 were in fact in Zone 1. Attached as Exhibit CM-10 is the reconciliation
17 performed by BellSouth based on this data.

18

19 Q. HAS BELLSOUTH APPLIED THE MARKET BASED RATE TO JUST
20 THOSE WIRE CENTERS IN DENSITY ZONE 1?

21

22 A. In May 2004, BellSouth realized that the Vero Beach Central Office had
23 incorrectly been included as a Density Zone 1 wire center in the Orlando MSA
24 when, in actuality, the Vero Beach wire center should have been included in
25 the Vero Beach MSA. BellSouth recognized the billing mistake and has made

1 the necessary credits to CLECs bills. IDS received a credit of \$77,553.76 on it
2 June 2004 bill.

3

4 Q. IDS ALSO DISPUTES THAT, THE FIRST THREE LINES AT A SINGLE
5 CUSTOMER'S LOCATION SHOULD BE BILLED AT THE TELRIC
6 SWITCHING RATE AND THAT THE 4TH LINE AND ABOVE SHOULD
7 BE BILLED AT THE MARKET BASED RATE FOR SWITCHING.
8 (PANEL TESTIMONY, PAGE 12, LINES 9-15 AND LEIRO TESTIMONY,
9 PAGES 10-11). WOULD YOU AGREE WITH IDS' CLAIM?

10

11 A. No. The parties' Current Agreement is very clear as to the requirements of
12 market based switching for loop/port combinations. Section 5.5.5 of
13 Attachment 2 states "BellSouth shall not be required to provide local circuit
14 switching as an unbundled network element in density Zone 1, as defined in 47
15 CFR 69.123 of January 1, 1999 of the ...Miami, FL; Orlando, FL; Ft.
16 Lauderdale, FL...MSAs to IDS Telcom if IDS Telcom's customer has 4 or
17 more DS0 equivalent lines." There is no limitation in the Current Agreement
18 to the application of market-based rates to lines 4 and above. Thus, the
19 Current Agreement does not support IDS' argument.

20

21 Q. IN HIS TESTIMONY, ON PAGE 11, MR. LEIRO REFERS TO A
22 COMMISSION ORDER IN THE SUPRA ARBITRATION PROCEEDING
23 THAT DISCUSSES BELLSOUTH'S OBLIGATIONS TO PROVIDING
24 COST BASED RATES FOR LINES 1 THROUGH 3. IS IT APPROPRIATE
25 FOR IDS TO RAISE THIS ISSUE IN THIS DISPUTE PROCEEDING?

1 A. No. The Supra decision was issued by the Commission in March 2002. If IDS
2 wanted the same provisions ordered in the Supra arbitration (Docket No.
3 001305-TP), they could have negotiated for such provisions to be included in
4 the Current Agreement, which became effective on or about February 5, 2003.
5 Instead, IDS adopted language BellSouth offered in negotiations with respect
6 to market based rates. Thus, the Supra arbitration decision is not determinative
7 of this specific contractual dispute.

8

9 Q. WHAT ARE SOME OF THE OTHER REASONS THE PANEL GIVES AS
10 REASONS FOR IDS' DISPUTE OF MARKET-BASED RATE BILLINGS?

11

12 A. The Panel suggests that the May 2003 bill and the December 2003 bill
13 contained charges for lines that were not IDS' customers and also that
14 BellSouth billed IDS charges for new installations when the appropriate charge
15 was a switch as-is nonrecurring charge.

16

17 Q. HOW DO YOU RESPOND TO THESE ALLEGATIONS?

18

19 A. To begin with, it is impossible for BellSouth to verify the accuracy of such
20 disputes without any supporting information, such as account numbers or
21 customer telephone numbers. Until BellSouth receives such information from
22 IDS, BellSouth can not research the allegations made by IDS.

23

24 Nevertheless, regarding IDS' "switch-as-is" dispute, IDS' contract allows
25 BellSouth to bill non-recurring charges ("NRC") to provision the order placed

1 by IDS for UNE-P. BellSouth, in processing the order, determines whether the
2 requested unbundled network elements that make up the UNE-P order are
3 already combined or have to be combined, in order to provision the service. In
4 the case where the elements are already combined, BellSouth will charge a
5 "switch-as-is" NRC charge to provision the order. Where the requested UNE-
6 P qualifies for market rates, the NRC is, for instance, \$41.50 for a 2-wire
7 loop/port combination (page 204 of Current Agreement). Where the
8 unbundled network elements have to be combined to complete the order,
9 BellSouth charges the NRC rate for the unbundled local switching element to
10 determine the NRC charge to provision the order. Using the same loop/port
11 combination as above, the total NRC charge would be \$90.00. An example
12 where unbundled elements must be combined to complete the order is where
13 IDS' end user is requesting a brand new line that was not in service at the time
14 IDS placed the order.

15

16 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

17

18 A. Yes.

19

20

21 PC Docs # 545847

**(This letter is being resent to correct the date
from June 10, 2001 to June 10, 2002)**

June 10, 2002

«Contact_Name»
«Company_Name_1»
«Company_Name_2»
«Company_Address_Street_2»
«Company_Address_Street_3»
«Company_Address_City», «Company_Address_State» «Company_Address_ZIP»

Dear «Contact_Name»:

This is to advise that BellSouth has identified a problem with billing of charges associated with the delivery of certain Access Daily Usage Files (ADUF), Optional Daily Usage Files (ODUF) and Enhanced Optional Daily Usage Files (EODUF) from December 2001 through April 30, 2002. On May 29, 2002, BellSouth discovered that the charges for delivery of message files that exceeded a certain size were incorrectly being dropped and did not appear on customer bills. On May 30, 2002, BellSouth implemented a solution by expanding processing capacity to capture billing for charges for delivery of larger DUF files. The solution was able to capture all of the affected files delivered May 1, 2002 to present. On May 31, 2002, an initiative began to recover billing for charges associated with the delivery of all DUF delivered prior to May 1, 2002, that was not previously billed.

BellSouth will include the previously unbilled portion of these charges for files delivered from December 2001 through April 2002, on your company's June and July 2002 bills. BellSouth regrets any inconvenience this may have caused your company. BellSouth is willing to work with you to arrange suitable payment arrangements for the previously unbilled amount.

If there are any additional questions, please contact your Local Contract Manager.

Sincerely,

William French
Sales Support Director

cc: «Local_Contract_Manager»

July 30, 2002

«Contact_Name»
«Company_Name_1»
«Company_Name_2»
«Company_Address_Street_2»
«Company_Address_Street_3»
«Company_Address_City», «Company_Address_State», «Company_Address_ZIP»

Dear «Contact_Name»:

In our letter to your company dated June 10, 2002, BellSouth advised of a problem with the billing of charges associated with the delivery of certain Access Daily Usage Files (ADUF), Optional Daily Usage Files (ODUF) and Enhanced Optional Daily Usage Files (EODUF) from December 2001 through April 30, 2002. On May 31, 2002, an initiative began to recover billing for charges associated with the delivery of all Daily Usage Files (DUF) delivered prior to May 1, 2002, that was not previously billed. As the June 10, 2002 letter stated, these charges were to be included on your company's June and July 2002 bills.

On July 2, 2002, BellSouth discovered two additional problems with the ADUF billing. The first problem was due to a program error that caused Georgia and Florida default rates to be randomly applied to accounts. In most cases this caused an over-billing of ADUF charges. The second problem was due to a program error that caused ADUF to be zero-rated for all Alabama activity and randomly in other states. Therefore, there were instances of ADUF charges not being billed at all.

Immediately upon discovery of these problems, BellSouth stopped the billing initiative to recover billing for previously unbilled DUF charges that occurred prior to June 1, 2002. As a result, companies with a billing period between the 1st and 10th of the month will not receive the billing for said charges on their July bills as was stated in the June 10, 2002 letter. BellSouth is currently implementing a solution to correct all DUF billing rates. The October bill will include corrected billing for December 2001 through July 2002. Your company will be contacted by a BellSouth representative in September 2002 to personally discuss DUF charges that will appear on the October 2002 bill.

As additional information, there may be limited situations when a CLEC has multiple rates included in its Interconnection Agreement for the same DUF charge. In those instances, BellSouth will bill the lowest rate applicable in each state.

BellSouth regrets the inconvenience that this may have caused your company. If there are any additional questions, please contact your Local Contract Manager.

Sincerely,

William French
Sales Support Director

cc: «Local_Contract_Manager»

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that IDS requests. BellSouth will bill and record in accordance with this Agreement those charges IDS incurs as a result of IDS purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from IDS, IDS shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.1.3 The bill date must be present on each bill transmitted by the Parties. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date or such shorter period of time as the Commission may have established. Notwithstanding the preceding sentence, billing beyond the one (1) year limit, is permissible only in the following cases:

- (1) Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party;
- (2) Charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data;
- (3) Charges and/or changes ordered by the Commission or FCC that require changes to billing, ordering or other systems, when the changes to such systems cannot be completed, and resulting charges calculated and billed mechanically within the one (1) year limit.

In the case of charges associated with (3) above, the Party responsible for making the changes necessitated by the Commission or the FCC order must provide to the other Party, in connection with the amendment to this Agreement affecting such order, notice of the expected billing delays, the reason for the delays, and the

charges that will be billed, if any, until the necessary system changes are completed.

1.1.3.1 Should either Party render a bill to the other Party for services provided more than one hundred eighty (180) days prior to the bill date pursuant to paragraph (3) of Section 1.1.3 above, the Parties agree to make payment according to the following schedule:

- (1) If the charges are \$1,000 or less, the billed Party will pay the charges within thirty (30) days following the bill date;
- (2) If the charges are greater than \$1,000 but \$250,000 or less, the billed Party will pay the charges in three (3) equal monthly installments beginning in the month after the charges are billed;
- (3) If the charges are greater than \$250,000, the payments will be made in monthly installments over a period of not less than six (6) months, nor more than twelve (12) months, as shall be negotiated by the Parties.

The extended payment options set forth in the Section 1.1.3.1 shall not be available unless IDS files a billing dispute with BellSouth pursuant to Section 2 of this Attachment, with respect to the applicable charges.

1.1.3.2 Both Parties agree that these limits and arrangements will be superceded by any Bill Accuracy Certification Agreement that might be negotiated between the Parties.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, IDS will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

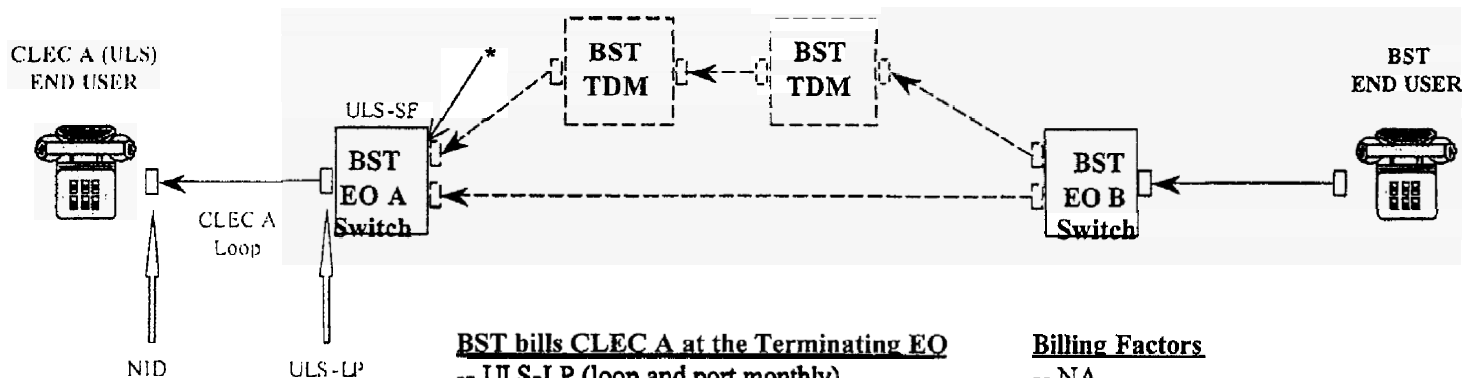
1.3 Payment Responsibility. Payment of all charges will be the responsibility of IDS. IDS shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by IDS from IDS' customer. BellSouth will not become involved in billing disputes that may arise between IDS and IDS' customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for IDS Telcom when IDS Telcom serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that IDS Telcom orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge IDS Telcom the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to IDS Telcom's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that IDS Telcom purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an IDS Telcom local end user, or originated by a BellSouth local end user and terminated to an IDS Telcom local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge IDS Telcom the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and IDS Telcom shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 Where IDS Telcom purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an IDS Telcom end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

12. BST Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



BST bills CLEC A at the Terminating EO
 -- ULS-LP (loop and port monthly)
 -- ULS-SF (unbundled switching - terminating)

Billing Factors
 -- NA

Billing Concept

-- Unbundled Network Elements

Usage Recordings

-- Call Code 006/072 is made at the End Office B. No tandem indicator, no access time, no attempts. No term recording.
 -- Normal EO recordings appropriate to the type of service will be made.
 NOTE: Call code 006 records are related to ELCA plans.

* Indicates demarcation between UNE Network and other Networks

Record Exchange

BellSouth sends CLEC A ADUF 11-01-01, so the CLEC may be able to quantify end office usage. Terminating switched access charges shall not apply.

Reciprocal Compensation:

Currently, for this call flow CLEC A may bill BellSouth ULS-SF for end office switching at EO A. This is due to the fact that BellSouth's billing system currently bills ULS-SF to CLEC A at EO A. Because these rates are the same and the charges net to zero, BellSouth would normally not charge, but until BellSouth modifies its billing system to not charge CLEC A for ULS-SF, CLEC A may bill the equivalent charges back to BellSouth.

A terminating access (ADUF) record is provided as this is the only means available to provide CLEC A a way to quantify the terminating usage. However, access charges shall not be billed to BellSouth as BellSouth treats such calls that it terminates as Local calls and bills the originating ULS CLEC Unbundled Local Switching at the UNE rates and not terminating access.

For Discussion Purposes Only

6/22/01

Page 12



BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91083301

Date: August 30, 2002
To: Competitive Local Exchange Carriers (CLECs)
Subject: CLECs - Reconciliation and Retroactive Billing of Unbundled Network Element-Platform (UNE-P) Market Rates

BellSouth's UNE-P service has two sets of rates listed in the Interconnection Agreement, Cost-Based and Market-Based Rates. UNE-P Cost-Based Rates have been established using TELRIC methodology. UNE-P Market-Based Rates apply in scenarios where BellSouth is not obligated to provide UNE-P at Cost-Based Rates. For scenarios where UNE-P Market Rates should apply, billing system limitations have not enabled BellSouth to bill these Market Rates.

This letter is to advise the CLEC community that BellSouth is in the process of developing the capability to bill UNE-P Market Rates. BellSouth has been under-billing for such charges by billing Cost-Based Rates where Market Rates should apply. Beginning with October 2002 bill periods and in accordance with each CLEC's Interconnection Agreement, BellSouth will begin applying retroactive charges where applicable. The prospective application of UNE-P Market Rates is planned for the second quarter of 2003. The charges will be listed in the Other Charges and Credits (OC&C) portion of your company's BellSouth bill. BellSouth will separately provide data sufficient for each affected CLEC to audit the OC&C charges.

If you have questions regarding the Interconnection Agreement, please contact your Local Contract Manager. If you have questions regarding billing, please contact the BellSouth Billing and Collections Department.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY FOR JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services



BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN91083342

Date: September 27, 2002

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – **REVISED** – Announcement of Billing Initiatives for Operational Support System (OSS) Charges and **Announcement of a BellSouth Web Site Link for Viewing Bill Detail Associated with these initiatives**

This is to advise that **Carrier Notification Letter SN91082723**, originally posted on November 13, 2001, has been revised to update the letter and to include two additional billing initiatives for OSS charges. An announcement of a new BellSouth Web site link for viewing Bill Detail associated with these initiatives is also included.

Please refer to the revised letter for details.

Sincerely,

ORIGINAL SIGNED BY PAT FINLEN FOR JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services



BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification

SN91082723

Date: September 27, 2002

To: Competitive Local Exchange Carriers (CLEC)

Subject: **CLECs – REVISED – Announcement of Billing Initiatives for Operational Support System (OSS) Charges (Originally posted on November 13, 2001); and Announcement of a BellSouth Web Site Link for Viewing Bill Detail Associated with these Initiatives**

On November 13, 2001, BellSouth advised that it planned to proceed with the initial billing of OSS charges in two separate circumstances. The billing of these charges was scheduled initially to complete in January 2002. The initial billing of charges for item number 2 below completed in January 2002. However, the billing for item number 1 was delayed and has been rescheduled for the fourth quarter of 2002. **Similarly, a third and fourth circumstance have arisen meriting the need for respective initial billing efforts. Item numbers 3 and 4 below are now included and will also be processed in the fourth quarter of 2002.**

The billing of initiatives numbered 1, 3 and 4 will only apply to those CLECs for which OSS charges were not applied previously or were not applied in full to a CLEC's bill either due to system needs or renegotiations of a CLEC's Interconnection Agreement. OSS charges will only be applied in accordance with the terms of the CLEC's Interconnection Agreement with BellSouth and in accordance with the statute of limitations applicable within each state.

1. "Incremental Manual Service Order Charges - Unbundled Network Elements (UNE)": Billing will apply to any CLEC for which a state commission has ordered OSS cost recovery for manually submitted orders on a per element basis and where the CLEC's Interconnection Agreement stipulates that OSS charges are to be billed at the per element rates. This means that if a CLEC ordered multiple elements on a single service order, "First" and "Additional" manual service order charges would be applicable according to the total number of elements ordered by the CLEC. (Example: For the manual OSS Uniform Service Ordering Charge (USOC) of "SOMAN", a service order with three loops would have one "First" SOMAN charge and two "Additional" SOMAN charges.) CLECs' Interconnection Agreements that contain or have contained the "per element" structure for manual service order charges are potentially subject to this billing.

2. "Canceled Local Service Requests (LSR)": Where appropriate contract language exists, BellSouth bills CLECs for OSS charges for ordering activity that results in a canceled LSR. **This phase was implemented in January 2002, for non-CABS (Carrier Access Billing System) customers.**

3. "Reqtype-C UNE Orders": Billing will apply to any CLEC who has submitted orders for reqtype-C for loops with number portability wherein OSS charges had not previously

been applied. BellSouth had not applied the OSS charge during the ordering process for LSRs submitted for reftype-C orders.

4. "Cancelled LSRs for CABS Billed Activity": Where appropriate contract language exists, BellSouth will bill CLECs for OSS charges for ordering activity that results in a canceled LSR where such LSRs would generate bills from BellSouth's CABS billing system.

For any of the above billing initiatives, a review of past LSR submission activity and the resulting charges related to such activity of any of the initiatives has been conducted retroactive to June 2000, contingent upon state statute of limitations. Where appropriate contract language exists, for those CLECs affected, BellSouth will show these charges in the Other Charges and Credits (OC&C) section of the bill. Charges will appear on the bills of those affected CLECs during the fourth quarter of 2002. No interest will be applied to these charges.

Announcement of a BellSouth Web Link for Viewing Bill Detail Associated with these Billing Initiatives

Given that the charges related to the above-described billing initiatives will generally appear as summed charges in the CLEC's OC&C of its bill, BellSouth is creating a new link within the BellSouth Interconnection Services' Web site that will enable affected CLECs to obtain the billing detail behind the summed charges for each respective billing initiative. Additionally, this Web site link will be useful for viewing bill detail for other special billing initiatives for UNE products and for Resale. The link will be available as of Tuesday, October 1, 2002, in the BellSouth Interconnection Services' Billing Section located at:

<http://www.interconnection.bellsouth.com/products/html/billing.html>

Once in the Billing Section, select "Special Billing Initiatives." CLEC specific bill detail is only accessible through this link by entering the CLEC's username and password. Only CLECs who are impacted by the above-mentioned billing initiatives will be able to obtain the username and password for this Web site link as of October 1, 2002, by contacting the BellSouth Electronic Commerce (EC) Support Group at 1-888-462-8030, Monday through Friday, from 6:00 AM until 7:00 PM Central Time. Only one username and password will be available per CLEC contract. At the time of deployment of this Web site link, the link will be set up to provide access to bill detail for five special billing initiatives. Not all CLECs will be affected by each of these initiatives. An initiative will be populated with an excel file of bill detail only if the CLEC is affected by that particular initiative. The five initiatives available for viewing bill detail are:

- Initiative A: OSS – Cancelled LSR (Non-CABS)
- Initiative B: OSS – Per Element
- Initiative C: OSS – Reftype C (LNP)
- Initiative D: UNEP – Market Rate Billing
- Initiative E: OSS – Cancelled LSR (CABS)

For any disputes related to billing charges appearing on a CLEC's bill or the associated backup bill detail via the Web site link, CLECs should contact BellSouth Billing & Collections and follow the standard process for handling billing disputes per the terms of the CLEC's interconnection agreement.

Also, please contact BellSouth Billing & Collections if you have any further questions.

Sincerely,

ORIGINAL SIGNED BY PAT FINLEN FOR JERRY HENDRIX

**Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services**

User Ticket - Sharon Smith

User ID: BILLING
User Name: BILLING INITATIVES

Connectivity:
Application:
App Version:
System Ticket:

Phone: 770-927-7803 Ext.

Contact: Kerri Caudill

Phone: 305-612-4106 Ext.

Ticket Number: 108679

Open Date: 2002-10-31

Date: 12:21:43

Closed Date: 2002-10-31

Date: 12:21:44

[Link to System Ticket](#)

Action: (no actions)

Category: (no categories) Subcategory: (no subcategories)

Actions: Kept In Group Problems: Password

Problem: User kerri caudill-IDS Telecom
user name idstelecomm11c
pw fskjnjvcvx6qt

New Entry:

[View Log](#)

[Modify Ticket](#)

[Close Ticket](#)

[Cancel](#)

Welcome to the EC Support Log Retrieval Screen.

These are the log entries for USER ticket number 108679

CUID	Name	Date/Time	Entry
YBSMFGJ	Sherry Parsons	2002-10-31 12:21:44	Ticket Opened
YBSMFGJ	Sherry Parsons	2002-10-31 12:21:44	user name idstelecommllc pw fskijnvcvx6qt
YBSMFGJ	Sherry Parsons	2002-10-31 12:21:44	user name idstelecommllc pw fskijnvcvx6qt
YBSMFGJ	Sherry Parsons	2002-10-31 12:21:44	Ticket Closed

Close Window

Close Window

User Ticket - Sharon Smith




User ID: **IDS**
User Name: **WESLEY** **IDS**

Connectivity:
Application:
App Version:
System Ticket:

Phone: **305-913-4000** Ext.
Contact: **CAROL ASENJO**
Phone: **305-612-4000** Ext.

Ticket Number: **141307**
Open Date: **2003-04-16**
Date: **12:04:13**
Closed Date: **2003-04-16**
Date: **12:04:15**

[Link to System Ticket](#)

Action: **(no actions)** 
Category: **(no categories)**  Subcategory: **(no subcategories)** 

Actions: **Kept In Group**  Problems: **Password** 

Problem: **idstelecomm11c FWJJVFFDKPJ57**
PR

New Entry:

[View Log](#) [Modify Ticket](#) [Close Ticket](#) [Cancel](#)

EC Support Log Entry Screen

Welcome to the EC Support Log Retrieval Screen.

These are the log entries for USER ticket number 141307

Close Window

CUID	Name	Date/Time	Entry
YZFPTZD	Tonya Gray	2003-04-16 12:04:13	Ticket Opened
YZFPTZD	Tonya Gray	2003-04-16 12:04:13	RP
YZFPTZD	Tonya Gray	2003-04-16 12:04:15	RP
YZFPTZD	Tonya Gray	2003-04-16 12:04:15	Ticket Closed

Close Window

2 Wire Voice Grade UNE Loop/Port Switched Combination
 Version 12

Appendix

Exhibit 1 - Zone 1 Top Eight MSA CLLI Codes

Building CLLI	Zone	MSA	City	State
DRBHFLMA	1	FTLDFL	DEERFIELD BEACH	FL
FTLDFLAP	1	FTLDFL	FT LAUDERDALE	FL
FTLDFLCR	1	FTLDFL	FORT LAUDERDALE	FL
FTLDFLCY	1	FTLDFL	FORT LAUDERDALE	FL
FTLDFLJA	1	FTLDFL	PLANTATION	FL
FTLDFLMR	1	FTLDFL	FORT LAUDERDALE	FL
FTLDFLOA	1	FTLDFL	LAUDERDALE LAKES	FL
FTLDFLPL	1	FTLDFL	PLANTATION	FL
FTLDFLSG	1	FTLDFL	SUNRISE	FL
FTLDFLSU	1	FTLDFL	SUNRISE	FL
FTLDFLWN	1	FTLDFL	FORT LAUDERDALE	FL
HLWDFLHA	1	FTLDFL	HALLANDALE	FL
HLWDFLMA	1	FTLDFL	HOLLYWOOD	FL
HLWDFLPE	1	FTLDFL	PEMBROKE PINES	FL
HLWDFLWH	1	FTLDFL	HOLLYWOOD	FL
PMBHFLCS	1	FTLDFL	CORAL SPRINGS	FL
PMBHFLFE	1	FTLDFL	POMPANO BEACH	FL
PMBHFLMA	1	FTLDFL	COCONUT CREEK	FL
PMBHFLNP	1	FTLDFL	POMPANO BEACH	FL
PMBHFLTA	1	FTLDFL	TAMARAC	FL
MIAMFLAE	1	MIAMFL	CORAL GABLES	FL
MIAMFLAL	1	MIAMFL	MIAMI	FL
MIAMFLAP	1	MIAMFL	MIAMI SPRINGS	FL
MIAMFLBA	1	MIAMFL	MIAMI	FL
MIAMFLBC	1	MIAMFL	MIAMI	FL
MIAMFLBR	1	MIAMFL	MIAMI BEACH	FL
MIAMFLCA	1	MIAMFL	MIAMI	FL
MIAMFLDB	1	MIAMFL	MIAMI	FL
MIAMFLFL	1	MIAMFL	MIAMI	FL
MIAMFLGR	1	MIAMFL	MIAMI	FL
MIAMFLHL	1	MIAMFL	HIALEAH	FL
MIAMFLIC	1	MIAMFL	MIAMI BEACH	FL
MIAMFLKE	1	MIAMFL	KEY BISCAYNE	FL
MIAMFLME	1	MIAMFL	MIAMI	FL
MIAMFLNM	1	MIAMFL	NORTH MIAMI	FL
MIAMFLNS	1	MIAMFL	MIAMI	FL
MIAMFLOL	1	MIAMFL	OPA LOCKA	FL
MIAMFLPB	1	MIAMFL	MIAMI SPRINGS	FL
MIAMFLPL	1	MIAMFL	MIAMI	FL
MIAMFLRR	1	MIAMFL	MIAMI	FL
MIAMFLSH	1	MIAMFL	MIAMI	FL
MIAMFLSO	1	MIAMFL	MIAMI	FL

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 Version 12

MIAMFLWD	1	MIAMFL	MIAMI	FL
MIAMFLWM	1	MIAMFL	WEST MIAMI	FL
NDADFLAC	1	MIAMFL	NORTH MIAMI BEACH	FL
NDADFLBR	1	MIAMFL	MIAMI	FL
NDADFLGG	1	MIAMFL	MIAMI	FL
NDADFLLOL	1	MIAMFL	MIAMI	FL
ORLDFLAP	1	ORLDFL	ORLANDO	FL
ORLDFLCL	1	ORLDFL	ORLANDO	FL
ORLDFLMA	1	ORLDFL	ORLANDO	FL
ORLDFLPC	1	ORLDFL	ORLANDO	FL
ORLDFLPH	1	ORLDFL	ORLANDO	FL
ORLDFLSA	1	ORLDFL	ORLANDO	FL
VRBHFLMA	1	ORLDFL	VERO BEACH	FL
ATLNGAAD	1	ATLNGA	ATLANTA	GA
ATLNGABH	1	ATLNGA	ATLANTA	GA
ATLNGABU	1	ATLNGA	ATLANTA	GA
ATLNGACD	1	ATLNGA	DECATUR	GA
ATLNGACS	1	ATLNGA	ATLANTA	GA
ATLNGAEL	1	ATLNGA	DECATUR	GA
ATLNGAEP	1	ATLNGA	EAST POINT	GA
ATLNGAFP	1	ATLNGA	FOREST PARK	GA
ATLNGAGR	1	ATLNGA	DECATUR	GA
ATLNGAHR	1	ATLNGA	ATLANTA	GA
ATLNGAIC	1	ATLNGA	CLARKSTON	GA
ATLNGALA	1	ATLNGA	ATLANTA	GA
ATLNGAPP	1	ATLNGA	ATLANTA	GA
ATLNGASS	1	ATLNGA	ATLANTA	GA
ATLNGATH	1	ATLNGA	ATLANTA	GA
ATLNGAWD	1	ATLNGA	ATLANTA	GA
ATLNGAWE	1	ATLNGA	ATLANTA	GA
CHMBGAMA	1	ATLNGA	CHAMBLEE	GA
DNWDGAMA	1	ATLNGA	DUNWOODY	GA
LLBNGAMA	1	ATLNGA	LILBURN	GA
NRCRGAMA	1	ATLNGA	NORCROSS	GA
SMYRGAGP	1	ATLNGA	ATLANTA	GA
SMYRGAMA	1	ATLNGA	SMYRNA	GA
SMYRGAPF	1	ATLNGA	MARIETTA	GA
TUKRGAMA	1	ATLNGA	TUCKER	GA
NWORLAAR	1	NWORLA	NEW ORLEANS	LA
NWORLAAV	1	NWORLA	AVONDALE	LA
NWORLABM	1	NWORLA	NEW ORLEANS	LA
NWORLACA	1	NWORLA	NEW ORLEANS	LA
NWORLACM	1	NWORLA	CHALMETTE	LA
NWORLAFR	1	NWORLA	NEW ORLEANS	LA
NWORLALK	1	NWORLA	NEW ORLEANS	LA
NWORLAMA	1	NWORLA	NEW ORLEANS	LA
NWORLAMC	1	NWORLA	NEW ORLEANS	LA

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NWORLAMR	1	NWORLA	MARRERO	LA
NWORLAMT	1	NWORLA	METAIRIE	LA
NWORLAMU	1	NWORLA	NEW ORLEANS	LA
NWORLARV	1	NWORLA	GRETNA	LA
NWORLASC	1	NWORLA	NEW ORLEANS	LA
NWORLASK	1	NWORLA	NEW ORLEANS	LA
NWORLASW	1	NWORLA	METAIRIE	LA
CHRLNCBO	1	CHRLNC	CHARLOTTE	NC
CHRLNCCA	1	CHRLNC	CHARLOTTE	NC
CHRLNCCE	1	CHRLNC	CHARLOTTE	NC
CHRLNCCR	1	CHRLNC	CHARLOTTE	NC
CHRLNCDE	1	CHRLNC	CHARLOTTE	NC
CHRLNCER	1	CHRLNC	CHARLOTTE	NC
CHRLNCLP	1	CHRLNC	CHARLOTTE	NC
CHRLNCMI	1	CHRLNC	MINT HILL	NC
CHRLNCOD	1	CHRLNC	CHARLOTTE	NC
CHRLNCRE	1	CHRLNC	CHARLOTTE	NC
CHRLNC SH	1	CHRLNC	CHARLOTTE	NC
CHRLNCTH	1	CHRLNC	CHARLOTTE	NC
CHRLNCUN	1	CHRLNC	CHARLOTTE	NC
GNBONCAP	1	GNBONC	GREENSBORO	NC
GNBONCAS	1	GNBONC	GREENSBORO	NC
GNBONCEU	1	GNBONC	GREENSBORO	NC
GNBONCHO	1	GNBONC	MCLEANSVILLE	NC
GNBONCLA	1	GNBONC	GREENSBORO	NC
GNBONCMC	1	GNBONC	GREENSBORO	NC
GNBONCPG	1	GNBONC	PLEASANT GARDEN	NC
NSVLTNAA	1	NSVLTN	NASHVILLE	TN
NSVLTNAP	1	NSVLTN	NASHVILLE	TN
NSVLTNBV	1	NSVLTN	NASHVILLE	TN
NSVLTNBW	1	NSVLTN	BRENTWOOD	TN
NSVLTNCD	1	NSVLTN	NASHVILLE	TN
NSVLTNCH	1	NSVLTN	NASHVILLE	TN
NSVLTNDO	1	NSVLTN	NASHVILLE	TN
NSVLTNHH	1	NSVLTN	ANTIOCH	TN
NSVLTNIN	1	NSVLTN	NASHVILLE	TN
NSVLTNMC	1	NSVLTN	MADISON	TN
NSVLTNMT	1	NSVLTN	NASHVILLE	TN
NSVLTNST	1	NSVLTN	NASHVILLE	TN
NSVLTNUN	1	NSVLTN	NASHVILLE	TN
NSVLTNWC	1	NSVLTN	WHITES CREEK	TN
NSVLTNWM	1	NSVLTN	NASHVILLE	TN

**IDS Market Based Rate Dispute
 Dispute re Wire Center Assignment to Zone 1
 Based on June 2004 Dispute Data**

<u>IDS Disputed Wire Center</u>	<u>Density Zone 1 MSA</u>
MIAMFLAL	Miami, FL
MIAMFLCA	Miami, FL
MIAMFLHL	Miami, FL
MIAMFLNS	Miami, FL
MIAMFLOL	Miami, FL
MIAMFLRR	Miami, FL
MIAMFLSH	Miami, FL
MIAQFL06	Miami, FL
FTLDFWN	Ft. Lauderdale, FL
HLWDFLPE	Ft. Lauderdale, FL
HLWDFLWH	Ft. Lauderdale, FL
PMBHFLCS	Ft. Lauderdale, FL
PMBHFLFE	Ft. Lauderdale, FL
PMBHFLMA	Ft. Lauderdale, FL
ORLDFLAP	Orlando, FL
ORLDFLCL	Orlando, FL
ORLDFLPC	Orlando, FL
ORLDFLPH	Orlando, FL
ORLDFLSA	Orlando, FL