

ORIGINAL

Dorothy Menasco

From: Daniels, Sonia C - AU [soniadaniels@att.com]  
Sent: Monday, February 20, 2006 4:30 PM  
To: Filings@psc.state.fl.us  
Subject: FW: 050119 AT&T's Prehearing Statement  
Attachments: 050119AT&TPrehearing Stmt.pdf

Re: Docket 050119

Attached for filing in the above-referenced docket is AT&T's Prehearing Statement. The cover letter, certificate of service and prehearing statement are a total of 9 pages. Parties to this docket are being served as indicated on the Certificate of Service.

Should you have any questions, please feel free to contact me.

<<050119AT&TPrehearing Stmt.pdf>>

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2/20/2006



Tracy Hatch  
Senior Attorney  
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February 20, 2006

**VIA 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 No050119/125-TP

Dear Ms. Bayó:

Attached for filing please find the Prehearing Statement on behalf of AT&T Communications of the Southern States, LLC 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 documents 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/scd  
Attachment  
cc: Parties of Record

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**CERTIFICATE OF SERVICE**  
**DOCKET NOS. 050119 and 050125-TP**

I HEREBY CERTIFY that a copy of the foregoing has been furnished via U.S. Mail this 20th day of February 2006, the following parties of record:

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Tracy Hatch  
Tracy Hatch

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC d/b/a Smart City Telecom; ITS Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc. DOCKET NO. 050119-TP

In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC. DOCKET NO. 050125-TP  
February 20, 2006

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**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC  
PRE-HEARING STATEMENT**

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AT&T Communications of the Southern States, LLC ("AT&T"), pursuant to Rule 25-22.038, Florida Administrative Code, and Order No. PSC-05-1206-PCO-TP hereby submits its Prehearing Statement in the above-referenced docket.

**(A)/(B) AT&T Witnesses, Subject Matter Issue(s), and Exhibit(s)**

AT&T intends to sponsor the testimony of the following witness:

<u>Witnesses:</u>	<u>Testimony Filed</u>	<u>Issues:</u>
Richard T. Guepe	Direct Testimony	1,2,3,5,6,7,10,11,12,13, 15, and 17
	Rebuttal Testimony	

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Exhibits:

None

(C) **AT&T's Basic Position:** AT&T's interconnection agreement with BellSouth provides the rates terms and conditions that apply for AT&T's use of BellSouth's transit service. Pursuant to that ICA, when traffic is originated by AT&T, AT&T is responsible for compensating BellSouth for the transit function that it uses. The principal embodied in the ICA, that the originating carrier is responsible for paying any applicable transit charges, should be adopted by the Commission as the appropriate means of compensation for transit traffic.

(D), (E) and (F) **Questions of Fact, Law and Policy**

**ISSUE 1:** Is BellSouth's Transit Service Tariff an appropriate mechanism to address transit service provided by BellSouth?

**AT&T Position:** If a carrier utilizing BellSouth's transit traffic service does not have a contract or agreement with BellSouth to obtain transit traffic service, the tariff is an appropriate alternative. If transit traffic service is addressed in an agreement between BellSouth and the originating telecommunications service provider, the rates, terms and conditions of the tariff do not apply.

**ISSUE 2:** If an originating carrier utilizes the services of BellSouth as a tandem provider to switch and transport traffic to a third party not affiliated with BellSouth, what are the responsibilities of the originating carrier?

**AT&T Position:** The originating carrier shall be responsible directly to the third party for all reciprocal compensation obligations.

**ISSUE 3:** Which carrier should be responsible for providing compensation to BellSouth for the provision of the transit transport and switching services?

**AT&T Position:** The originating carrier should be responsible to pay the transit charges.

**ISSUE 4:** What is BellSouth's network arrangement for transit traffic and how is it typically routed from an originating party to a terminating third party?

**AT&T Position:** AT&T's ICA with BellSouth provides for BellSouth to provide the transit function. BellSouth is in the best position to say how this traffic is typically routed.

**ISSUE 5:** Should the FPSC establish the terms and conditions that govern the relationship between an originating carrier and the terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?

**AT&T Position:** No.

**ISSUE 6:** Should the FPSC determine whether and at what traffic threshold level an originating carrier should be required to forego use of BellSouth's transit service and obtain direct interconnection with a terminating carrier? If so, at what traffic level should an originating carrier be required to obtain direct interconnection with a terminating carrier?

**AT&T Position:** No

**ISSUE 7:** How should transit traffic be delivered to the Small LEC's networks?

**AT&T Position:** The current process should be continued unless and until parties mutually agree on a different arrangement.

**ISSUE 8:** Should the FPSC establish the terms and conditions that govern the relationship between BellSouth and a terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?

**AT&T Position:** No. The interconnection agreement between the carriers should govern.

**ISSUE 9:** Should the FPSC establish the terms and conditions of transit traffic between the transit service provider and the Small LECs that originate and terminate transit traffic? If so, what are the terms and conditions?

**AT&T Position:** No

**ISSUE 10:** What effect does transit service have on ISP bound traffic?

**AT&T Position:** Transit Service has no effect on ISP bound traffic.

**ISSUE 11:** How should charges for BellSouth's transit service be determined?  
(a) What is the appropriate rate for transit service?  
(b) What type of traffic do the rates identified in (a) apply?

**AT&T Position:** AT&T's interconnection agreement with BellSouth provides rates, terms and conditions for the provision of transit service.

**ISSUE 12:** Consistent with Order Nos. PSC-05-0517-PAA-TP and PSC-05-0623-CO-TP, have the parties to this docket ("parties") paid BellSouth for transit service provided on or after February 11, 2005? If not, what amounts if any are owed to BellSouth for transit service provided since February 11, 2005?

**AT&T Position:** AT&T's interconnection agreement with BellSouth provides the rates terms and conditions for the provision of transit traffic service to AT&T, and as a result, the tariff that is subject of this proceeding is not applicable to AT&T. AT&T has no knowledge of any other parties' transit traffic relationship or financial obligations to BellSouth.

**ISSUE 13:** Have parties paid BellSouth for transit service provided before February 11, 2005? If not, should the parties pay BellSouth for transit service provided before February 11, 2005, and if so, what amounts, if any, are owed to BellSouth for transit service provided before February 11, 2005?



**AT&T Position:** AT&T's interconnection agreement with BellSouth provides the rates terms and conditions for the provision of transit traffic service to AT&T, and as a result, the tariff that is subject of this proceeding is not applicable to AT&T. AT&T has no knowledge of any other parties' transit traffic relationship or financial obligations to BellSouth.

**ISSUE 14:** What action, if any, should the FPSC undertake at this time to allow the Small LECs to recover the costs incurred or associated with BellSouth's provision of transit service?

**AT&T Position:** No position.

**ISSUE 15:** Should BellSouth issue an invoice for transit services and if so, in what detail and to whom?

**AT&T Position:** AT&T's ICA with BellSouth governs the rendering and payment of billing for transit traffic.

**ISSUE 16:** Should BellSouth provide to the terminating carrier sufficiently detailed call records to accurately bill the originating carrier for call termination? If so, what information should be provided by BellSouth?

**AT&T Position:** AT&T's ICA with BellSouth governs the rendering and payment of billing for transit traffic.

**ISSUE 17:** How should billing disputes concerning transit service be addressed?

**AT&T Position:** In accordance with parties' Interconnection agreements if such an agreement exists.

(G) **Stipulated Issues**

The parties have not stipulated any issues

(H) **Pending Motions**

AT&T has no pending motions at the present time.

(I) **Other Requirements**

There are no requirements of which AT&T is aware that cannot be complied with.

Respectfully submitted,

*s/ Tracy W. Hatch*

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Tracy W. Hatch

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Attorney for AT&T COMMUNICATIONS OF  
THE SOUTHERN STATES, LLC.