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June 29, 2009

Ms. Ann Cole, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No. 090258-TP: Complaint of dPi Teleconnect, L.L.C. against
BellSouth Telecommunications, Inc. d/b/a AT&T Florida for dispute
arising under interconnection agreement**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's
Proposed Issues, which we ask that you file in the captioned docket.

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

Sincerely,



Manuel A. Gurdian

cc: All parties of record
Jerry Hendrix
Gregory R. Follensbee
E. Earl Edenfield, Jr.

CERTIFICATE OF SERVICE
Docket No. 090258-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and First Class U.S. Mail this 29th day of June, 2009 to the following:

Theresa Tan
Jamie Morrow
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Manuel A. Gurdian

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re : Complaint of dPi Teleconnect, L.L.C.) Docket No. 090258-TP
against BellSouth Telecommunications, Inc.)
d/b/a AT&T Florida for dispute arising under)
interconnection agreement) Filed: June 29, 2009

AT&T FLORIDA’S PROPOSED ISSUES

Pursuant to the Notice of Issue Identification Meeting issued on June 24, 2009, BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T Florida”) files the following proposed issues list.

1. As a threshold matter, are dPi's claims time-barred for any reason, including without limitation the applicable statute of limitations, the terms of the parties' interconnection agreement, or application of equitable doctrines such as laches, estoppel, or waiver?
2. When AT&T Florida makes the telecommunications services that are subject to a promotion available to CLECs like dPi for resale, is AT&T Florida generally required to also provide the CLEC any portion of the cashback component of the promotion?
3. If so, was AT&T Florida's decision not to provide any portion of the cashback component of the three promotions at issue¹ to dPi a reasonable and nondiscriminatory condition or limitation on the resale of the telecommunications services to which the promotions applied?
4. Is dPi entitled to credits for the three promotions at issue from AT&T Florida?
5. If so, in what amount?

¹ dPi references the following promotions in its complaint: “Cash Back \$100 Two Features (C2TF)”, “Cash Back \$100 Discount Complete Choice \$100”, and “Cash Back \$50 2 Pack Plan (PAMA)-CBP6.”

Respectfully submitted this 29th day of June, 2009.

AT&T FLORIDA



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