

ORIGINAL

MCWHIRTER REEVES
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PLEASE REPLY TO:
TALLAHASSEE

TALLAHASSEE OFFICE:
117 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

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RECORDS AND REPORTING

November 19, 1999

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Complaint

991745-TP

Dear Ms. Bayo:

On behalf of TCCF, enclosed for filing and distribution are the original and 15 copies of the following:

- Complaint of the Telephone Company of Central Florida, Inc. Against BellSouth Telecommunication, Inc. for Breach of Resale Agreement and Request for Expedited Relief

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me in the envelope provided. Thank you for your assistance.

Yours truly,

Vicki Gordon Kaufman
Vicki Gordon Kaufman

- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- MAS
- OPC
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MCWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN, ARNOLD & STEEN P.A. 14537 NOV 19 99

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of the Telephone
Company of Central Florida, Inc.
Against BellSouth Telecommunications,
Inc. for Breach of Resale Agreement

Docket No. 991745-77

Filed: November 19, 1999

**Complaint of the Telephone Company of Central Florida, Inc.
Against BellSouth Telecommunications, Inc. for
Breach of Resale Agreement and Request for
Expedited Relief**

The Telephone Company of Central Florida, Inc. (TCCF), through its undersigned counsel, hereby files this Complaint against BellSouth Telecommunications, Inc. (BellSouth) for breach of the terms of the Resale Agreement by and between TCCF and BellSouth. As grounds for this Complaint and demand for relief, TCCF states:

I. Introduction

1. TCCF is an alternative local exchange company certificated to provide local exchange services in Florida. TCCF's address is:

3599 W. Lake Mary Boulevard
Lake Mary, Florida 32746

2. Copies of pleadings, notices and other documents in this docket should be provided to:

Vicki Gordon Kaufman
McWhirter Reeves McGlothlin Davidson Decker
Kaufman Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301

3 BST is an incumbent local exchange carrier (ILEC) as defined by § 251(h) of the

Telecommunications Act of 1996 (1996 Act). BST is a Georgia corporation with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30375. BST provides intrastate local exchange and exchange access service in Florida subject to the regulatory authority of this Commission.

4. On July 14, 1999, TCCF and BST entered into an Resale Agreement under the Telecommunications Act of 1996. Pursuant to § 252 of the 1996 Act, the Agreement was filed with the Commission and approved by the Commission in Order No. PSC-99-2066-FOF-TP. Among other things, the Resale Agreement contains an explicit section regarding billing disputes.

5. BST has breached its Agreement with TCCF by failing to comply with the billing dispute provisions of the Resale Agreement and by impermissibly and illegally terminating service to TCCF over a billing dispute in violation of the express terms of the Resale Agreement. BellSouth has also failed to provision Centrex in violation of the Resale Agreement.

II. Jurisdiction

6. The Commission has jurisdiction over the subject matter of this Complaint pursuant to §§ 251 and 252 of the 1996 Act. Further, the Commission has jurisdiction to consider this Complaint pursuant to § 364.01, Florida Statutes. Thus, this Commission has jurisdiction to interpret and enforce the terms of the Resale Agreement.

III. BellSouth Has Impermissibly and Illegally Terminated Service to TCCF

7. On November 16, 1999, BellSouth suspended service to TCCF. BellSouth blocked access to LENS (the BellSouth OSS system through which TCCF places orders), refused to accept

or process manual orders, and blocked access to TAFI (the maintenance and repair system).¹ As a result of BellSouth's actions, TCCF could not process new orders, could not view customer record information for verification purposes, could not process adds, moves and changes for existing customers, and could not open and work trouble tickets for existing customers that report service problems (including loss of dial tone).

8. Inquiry on the part of TCCF revealed that BellSouth had unilaterally terminated service to TCCF because BellSouth alleged that TCCF owed BellSouth \$11,259.50.² TCCF vigorously disputes this claim. During November 1999, TCCF wired two payments to BellSouth. On November 1st, TCCF sent BellSouth a payment of \$60,205.72. On November 10th, TCCF sent BellSouth a payment for \$38,856.33. In TCCF's view, this brings its account current. Further, TCCF has disputes with BellSouth in the amount of \$6,983.62 and has been advised by BellSouth that it is due additional credits in the amount of \$5,087.34. The total of these two items, \$12,070.96, exceeds the amount that BellSouth claims is due. (Attachment 1). And in fact, TCCF believes the credits due to it from BellSouth exceed \$12,070.96.

9. Despite the fact that TCCF disputes BellSouth's claim, BellSouth unilaterally terminated service to TCCF. In essence, *BellSouth put TCCF out of business* based on a billing dispute in which BellSouth declared itself to be the winner *before* the dispute was resolved.

10. BellSouth's termination of service is in clear violation of the Resale Agreement.

¹BellSouth took the same action on November 3rd, then restored service on November 5th.

²The amount at issue, \$11,259.50, is a relatively small amount given that TCCF pays approximately \$95,000.00 to BellSouth on a monthly basis.

which governs billing disputes. Section G of the Resale Agreement permits a party to dispute an amount which is believed to be in error and requires both parties to endeavor to resolve the dispute.

11. Further, the clear language of the Resale Agreement makes it obvious that items in dispute are not payable *unless and until* the dispute amount is resolved in favor of the other party:

. . . if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date *after the resolution of the dispute*.

§VIIG2, emphasis added. Nonetheless, BellSouth has disregarded the language of the Resale Agreement and terminated service due to a disputed bill, an action the Resale Agreement prohibits.

12. On November 18th, TCCF paid the \$11,259.50 in dispute because this was the only way it could get its service restored and conduct business. BellSouth should not be permitted to hold TCCF hostage this way in violation of the clear terms of the Resale Agreement.

IV. BellSouth Has Failed to Provision Centrex as Required by the Resale Agreement

13. Pursuant to the Resale Agreement between TCCF and BellSouth, TCCF is permitted to resell Centrex service. This service is set out in BellSouth's tariff filed with the Commission on July 27, 1999. In addition, pursuant to a settlement agreement between TCCF and BellSouth filed and approved in *Telephone Company of Florida, Inc. v. BellSouth Telecommunications, Inc.*, Case No. 98-04587-6BI (U.S. Bank. Ct. M.D. Fl), BellSouth is required to transition TCCF's ESSX accounts to Centrex.

14. Despite the fact that the Centrex tariff was filed on July 27, *not one* ESSX line has been converted to Centrex nor has BellSouth been able to provision *one* Centrex line for TCCF. This

is a breach of the Resale Agreement.

15. On August 23, 1999, TCCF requested that Centrex services be made available in all 23 Florida central offices currently providing ESSX service to TCCF customers. (Attachment 2). In mid-August, Kip Ripper (CEO of TCCF), Andrea Welch (COO of TCCF) and Angela Lee (Director of Carrier Operations for TCCF) met with the BellSouth product manager in charge of moving TCCF customers to Centrex. TCCF personnel were told that Centrex was available, including training materials and the appropriate software (ECAS) to program Centrex features. ECAS is a vital link that gives TCCF control of all the services and features that its customers need.

16. On October 19, BellSouth sent personnel to train TCCF personnel on Centrex. At that time, BellSouth informed TCCF that no training materials were available and that TCCF could not be trained on ECAS because it had not been released and was not available. When TCCF complained about the lack of usefulness of the training, BellSouth refunded one half of the training fee. (Attachment 3).

17. BellSouth has not been able to move TCCF ESSX customers to Centrex nor has BellSouth been able to provision Centrex service as required by the Resale Agreement. Further, when TCCF discussed with BellSouth the best way to move IFB customers to Centrex, BellSouth told TCCF that rather than putting these customers directly on Centrex, the customers should be converted to ESSX first and then moved to Centrex via a simple record change. BellSouth's recommendation has resulted in a charge per line to TCCF of \$26.50 or approximately \$6,252.92. (Attachment 4). Had the customers gone directly to Centrex, there would have been no charge per line.

VI. Request for Expedited Relief.

18. BellSouth's actions in terminating service to TCCF have irreparably damaged TCCF. BellSouth's conduct is simply another step in its attempt to drive TCCF out of business. The Commission must take immediate action to put an end to BellSouth's anticompetitive activity. Therefore, the Commission should order that during the pendency of this dispute BellSouth is not permitted to terminate service to TCCF. Further, TCCF's inability to resell Centrex is quickly eroding its ability to do business and the Commission should act promptly to resolve this situation.

VI. Relief Sought

WHEREFORE, TCCF hereby requests that the Commission provide the following relief in response to this Complaint:

- (1) Declare that BellSouth is in breach of the Resale Agreement;
- (2) Order BellSouth to comply immediately with the Resale Agreement;
- (3) Order BellSouth to cease and desist from further disruptions in service to TCCF;
- (4) Require BellSouth to issue TCCF a credit;
- (5) Require BellSouth to immediately convert the TCCF ESSX lines to Centrex;
- (6) Order BellSouth to make Centrex immediately available for resale;
- (7) Process this Complaint on an expedited basis;
- (8) Order such other relief as it deems appropriate.

Vicki Gordon Kaufman

Vicki Gordon Kaufman

McWhirter Reeves McGlothlin Davidson

Decker Kaufman Arnold & Steen, P.A.

117 South Gadsden Street

Tallahassee, Florida 32301

(850) 222-2525

Attorneys for Telephone Company of Central
Florida, Inc.

BellSouth Pending Disputes				
Account Name	BTN	Amount	Date Submitted	Notes
TCCF	407-425-4222	\$96.95	10/14/99	
TCCF	407-676-3922	\$3,077.19	10/14/99	
TCCF	407-636-4614	\$1,559.25	10/14/99	
TCCF	352-334-0087	\$1,527.60	10/18/99	
Pan Florida Realty	305-554-1059	\$66.97	11/9/99	
Robert Sutherland	407-251-1225	\$45.00	11/15/99	
James Pickett	407-208-0445	\$76.50	11/15/99	
Manpower	407-857-6161	\$15.80	11/15/99	
TCCF (NC OSS Charges)	704-Q95-0007	\$305.00	10/8/99	Rvs'd & Resubmitted 11/17/99
TCCF (SC OSS Charges)	843-Q95-0007	\$213.36	9/21/99	Rvs'd & Resubmitted 11/17/99
Sub-Total		\$6,983.62		

BellSouth Approved Pending Credits				
Account Name	BTN	Credit (Next Mo)	Date Submitted	Bell Response Date
TCCF Q Accounts	Q Accounts	\$686.00	11/11/99	11/15/99
Georgia Pacific	904-M33-8486	\$3,609.98	9/22/99	11/1/99
Oak Forest Hotels	904-255-1072	\$791.36	8/30/99	11/1/99
Sub-Total		\$5,087.34		

Total = \$12,070.96



Telephone Company of Central Florida, Inc.

August 23, 1999

Wayne Carnes
BellSouth
600 North 19th Street
9th Floor
Birmingham, AL 35203

Dear Wayne,

Please accept this letter as formal notification of Telephone Company of Central Florida, Inc.'s (TCCF) intent to commence Centrex service in Florida and Georgia. TCCF would like to have the following central offices' in Georgia expedited.

Central Office	NPANXX
BRWKGAMA26C	912261, 912262, 912264, 912265, 912267, 912280, 912466, 912466, 915554
JKISGAMA63C	912635
SSISGAESRS1	912634, 912638

Please provide the appropriate paperwork needed to be completed by TCCF as well as BellSouth's plan, including timelines, to convert existing ESSX to Centrex.

Feel free to call me at 407-324-1396 extension 109 with any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Angela Lee".

Angela Lee
Manager Carrier Services

ATTACHMENT 2

Page 1 of 1



Telephone Company of Central Florida, Inc.

October 20, 1999

Wayne Carnes
BellSouth
600 North 19th Street
9th Floor
Birmingham, AL 35203
Via Fax # 205-321-4351
Via e-mail wayne.carnes@bridge.bellsouth.com

Dear Wayne,

This letter is concerning the CENTREX training conducted this week with TCCF. Lynn Thompson is obviously very knowledgeable of the telecommunications industry and BellSouth products. Unfortunately it is also very apparent this is Lynn's first CENTREX training session and she has not been given the appropriate training materials and training herself. My understanding of the CENTREX training was to cover establishing new CENTREX accounts, converting existing ESSX accounts to CENTREX, viewing the new GUI ECAS/DCAS as well as provisioning new TCCF lines into CENTREX. The first two items were discussed to the best of everyone's ability. We have been told the ECAS/DCAS is still in BellSouth's legal department and has not been released thus eliminating this portion from the training. The last item evidently was not part of the training and we are still seeking answers to the necessary procedures and paperwork involved which Cynthia Hodges and Lynn both are pursuing. With all this said, training now consists of Cynthia, Lynn and myself sitting in a room with Lynn reading the line-by-line instructions and all three of us discussing what information is and is not applicable. I am perplexed as to how to justify the training charge of \$350 per person per day. Cathy Leo and Monica Rodriguez spent approximately ½ day yesterday in training for the CENTREX overview and the beginning discussion of the forms when it became apparent their presence was not needed.

Once again Cynthia Hodges as proven to be a tremendous valuable resource. We greatly appreciate her presence here this week. She answered many questions that would have otherwise gone unanswered. Enough praise cannot be given to her.

TCCF has mailed a check to BellSouth for \$1500 for partial training payment. Since now I am the only person in training from TCCF I am requesting the training charge be revised. For one person two days it is my opinion the charge totals \$700.00. Please keep in mind we actually only received half of the training due to the new GUI ECAS/DCAS not being available. I would greatly appreciate you forwarding this information to the appropriate department to obtain a reimbursement check for \$800.00.

Thank you in advance for your assistance. If you need further information or need to discuss this further, please do not hesitate to contact me at 407-328-5002 extension 700.

Sincerely,

Angela Lee
Director Carrier Operations

ATTACHMENT 3
Page 1 of 3

800-314-8428 Toll Free 407-328-5002 Phone 407-321-1454 Fax
3599 W. Lake Mary Blvd. Suite E Lake Mary, Florida 32746



Telephone Company of Central Florida, Inc.

October 22, 1999

Mr. Wayne Carnes
BellSouth Interconnection Services
9th Floor
600 North 19th Street
Birmingham, AL 35203

Dear Wayne:

I am writing to request an update on our requests to implement Centrex services. Per Angela Lee's letter dated August 23, 1999, TCCF has requested that Centrex services be implemented in three Central Office (CO) locations within the state of Georgia. In Florida, we have requested that Centrex be made available within all 23 COs currently providing Essx services to TCCF customers. Additionally, we have requested that all Essx customers be converted to Centrex as soon as possible. It is our understanding that the conversion from Essx to Centrex will be seamless since the conversions will be handled as a record change only.

In our Centrex training sessions this week, we learned that several pieces of the Centrex product have not been officially released. Specifically, it is our understanding that E-CAS (or Centrex Control), the GUI interface and all training materials are tied up in Legal. We had expected the benefit of being training on each of these items and were disappointed by their absence this week.

In closing, I am requesting an update on the availability of Centrex services for:

1. The state of Georgia - 3 COs
2. 23 Florida based COs
3. TCCF's Essx customers

Your assistance in updating us as to the delivery of Centrex services in each of the of these situations will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Andrea K. Welch".

Andrea K. Welch,
Chief Operating Officer

Cc: Angela Lee, TCCF

ATTACHMENT 3

Page 2 of 3

BellSouth Interconnection Services

675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Laurel MacKenzie
404-927-7575
Fax 404-927-8577

November 9, 1999

Ms. Angela Lee
Director Carrier Operations
TCCF
3599 W. Lake Mary Blvd
Suite E
Lake Mary, Florida 32746

Ande -
FYI, I gave check to
Tana and asked her to
issue another for \$700.⁰⁰

Ang

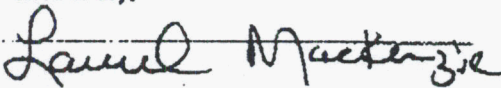
Dear Ms. Lee:

This is in response to your letter dated October 20th, 1999, which expressed your dissatisfaction with the CENTREX training class that was held at your location. At BellSouth, it is our utmost priority to deliver excellent telecom training. We are concerned about your dissatisfaction and therefore, we are honoring your request to be charged \$700 instead of the \$1,500 that was originally quoted. I have attached the original check for \$1,500, so that you can reissue a new check for the \$700 amount.

The CENTREX training class was designed to cover only the forms on how to convert ESSX accounts to CENTREX. We realize there was miscommunication as to what our class would address regarding the GUI ECAS/DCAS information and apologize that your expectations were not met. We hope that this has not tarnished your confidence in our training program and that we can provide you additional training in the future.

Please call me at 404-927-7575 if you have any questions or other concerns.

Sincerely,



Laurel MacKenzie
Senior Manager

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Complaint of the Telephone Company of Central Florida, Inc. Against BellSouth Telecommunications, Inc. for Breach of Resale Agreement and Request for Expedited Relief has been furnished by (*)hand delivery or U.S. Mail this 19th day of November, 1999 to:

(*) Beth Keating
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Gunter Building, Room 370
Tallahassee, Florida 32399

(*) Nancy White
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

(*) Calvin Favors
Florida Public Service Commission
Division of Communications
2540 Shumard Oak Boulevard
Gunter Building, Room 282A
Tallahassee, Florida 32399


Vicki Gordon Kaufman