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July 9, 2004

Ms. Blanca Bayo, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED-FPSC
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COMMISSION
CLERK

040732-TP

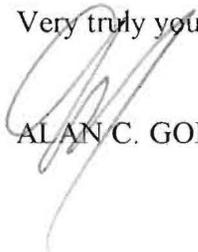
Dear Ms. Bayo:

Enclosed with this letter on behalf of STS Telecommunication Services, Inc. ("STS") are the original and fifteen copies of the "Complaint by STS against BellSouth Telecommunications, Inc. for Overbilling and to Stay any Discontinuance of Service Until The Petition is Resolve."

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Very truly yours,


ALAN C. GOLD

Enclosure:

cc: Mr. Jason Rojas
Ms. Nancy B. White
STS Telecommunications

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07561 JUL 12 3

FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Interconnection Agreement between
Saturn Telecommunication Services, Inc.
d/b/a STS Telecom and BellSouth
Telecommunications, Inc.

040732 -JP

**COMPLAINT OF SATURN TELECOMMUNICATIONS SERVICES, INC.
D/B/A STS TELECOM, LLC. AGAINST BELLSOUTH TELECOMMUNICATIONS,
INC. FOR OVER BILLING AND TO STAY ANY DISCONTINUANCE OF SERVICE
UNTIL THE PETITION IS RESOLVED**

Petitioner Saturn Telecommunications Services, Inc. d/b/a STS Telecom, LLC., (“STS”) by and through its undersigned counsel and pursuant to Sections 364.01(4)(g) Florida Statutes, and Rules 25-22.036(2), 28-106.201 and 28.106.202, Florida Administrative Code, hereby files this Complaint against Respondent, BellSouth Telecommunications, Inc. (“BellSouth”), (1) seeking a resolution of a monetary dispute between STS and BellSouth regarding over billing under their Interconnection Agreement (“Agreement”) and (2) requesting that a stay be issued prohibiting BellSouth from discontinuance of any service provided by STS pending resolution of this matter, and in support thereof states as follows:

INTRODUCTION

1. STS is a competitive local exchange carrier (“CLEC”) and interexchange carrier (“IXC”) certified by the Florida Public Service Commission (the “Commission”) to provide such services in Florida. STS is also a “telecommunications carrier” and “local exchange carrier” under the Telecommunications Act of 1996 as amended (the “Act”) STS’ full name and address is:

STS Telecommunication Services Inc.
12233 SW 55 Street
Suite 811

DOCUMENT NUMBER-DATE

07561 JUL 12 3

FPSC-COMMISSION CLERK

Cooper City, FL 33330

All documents filed, served or issued in this docket should be served on the following:

Alan C. Gold, P.A.
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146
305-667-0475, ext 1 (office)
305-663-0799, (fax)

2. BellSouth Telecommunications, Inc. is an incumbent local exchange carrier (“ILEC”) certificated by the Commission to provide local exchange services in Florida. BellSouth is an ILEC, as defined in Section 251 (h) of the Act, and is a “local exchange telecommunications company” as defined by Section 364.02(6), Florida Statutes. BellSouth’s address for receiving communications from the Commission is:

Ms. Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556

3. The Commission has jurisdiction with respect to the claims asserted in this Complaint under Chapter 120 and 364, Florida Statutes and Chapters 25-22 and 28-106, Florida Administrative Code. Moreover, the Commission’s jurisdiction to enforce interconnection agreements is explicitly set forth in Section 364.162, Florida Statutes and also is inherent in its authority to approve such agreements under Section 252 of the Act.
4. Under the Agreement on or about December 13, 2003, BellSouth overbilled STS the sum of \$87,867.41.
5. Under the Agreement on or about December 13, 2003, BellSouth overbilled STS the sum of \$59,883.97.

6. Under the Agreement on or about December 13, 2003, BellSouth overbilled STS the sum of \$836.16.
7. Under the Agreement on or about June 13, 2003, BellSouth overbilled STS the sum of \$131,142.00.
8. Under the Agreement on or about June 13, 2003, BellSouth overbilled STS the sum of \$480.00.
9. Under the Agreement on or about June 13, 2003, BellSouth overbilled STS the sum of \$74,927.00.
10. The total amount under the Agreement BellSouth overbilled STS is \$355,136.54.
11. STS timely objected to each of the above-mentioned overbillings.
12. On July 2, 2004, BellSouth advised STS that it was rejecting STS's objections to the overbillings, based upon BellSouth applying its "Market Based" rates.

ARGUMENTS

13. The rates that are provided for in the "Market Based" rate section of the Interconnect Agreement were established by the ILECs since, for administrative ease, the FCC determined that there *may* not be an impairment in the top fifty MSAs.
14. These rates were to be set by the incumbent to represent the competitive market in these MSAs. These rates, once set, were non-negotiable as if they were set at *TELRIC (Total Elemental Long Run Incremental Cost)* by the State Public Service Commission.
15. BellSouth set the rates not to represent true market basis, but as an "economic barrier" to entry. This violates the Telecommunications Act of 1996, and was reaffirmed and specifically addressed in the *Triennial Review Order*.

16. 47 U.S.C. Sec. 251 requires the incumbent (BellSouth) to provide access to their network at a fair price for that access. The “Market Based” rates provided for in the Interconnection Agreement with STS are higher than the retail rate which BellSouth charges their retail end users as noted in the BellSouth “*General Subscribers Service Tariffs*”. The “Market Based” rates are not fair, in fact they are significantly higher than their retail rates to the extent that STS cannot fairly compete against the incumbent, BellSouth.
17. Additionally, the manner in which BellSouth bills STS and other CLECs for the “Market Based” rates creates additional burdens and hardships on STS and other CLECs, which is designed to create economic barriers and make it more difficult, if not impossible, for STS and other CLECs to compete with BellSouth.
18. Whereas BellSouth bills monthly for its other services provided to STS at *TELRIC*, the “Market Based” rates are billed in six-month increments. This places a heavy unjustifiable financial burden on STS. It impairs STS’s ability to audit the accuracy of the bill and the services that are provided to the end-user. The six-month delay also makes it extremely difficult to determine if the end user actually has four or more lines during the entire period, which would subject it to “Market Based” rates for that period, or less than four lines, which would subject it to *TELRIC* for all or part of the period. Moreover, having bills which are unknown and impossible to predict, such as those based on “Market Based” rates, is designed to place STS in a situation in which it cannot adequately plan for its future financial obligations. The delay also makes it more difficult to establish and monitor accurate rates to the end user.
19. Thus, BellSouth, by its actions, unfair pricing, and billing practices, has discouraged

STS from providing services to customers in these markets. STS is impaired in their ability to offer switch services in the areas of Miami and Ft. Lauderdale, Florida and the "Market Based" rates that BellSouth presents in the Interconnection Agreement, places STS at an economic disadvantage. BellSouth proposes "Market Based" rates which are not, in fact, based upon a competitive wholesale market, as no such market exists in the areas. The market alleged by BellSouth is a fiction created by BellSouth such that BellSouth can protect and/or increase its market share in these areas and eliminate competition.

20. The FCC has recently requested that the incumbents and the CLECs negotiate "Commercial Agreements". If BellSouth's "Market Based" rates were in fact wholesale rates, and not economic barriers to competition, the "Market Based" rates should be equivalent to those proposed by BellSouth in their Commercial Agreement.
21. Furthermore, while the FCC had given the ILECs, through "Market Based" rates, the opportunity to establish a fair and true representation of wholesale competitive rates, BellSouth has abused that opportunity and utilized "Market Based" rates as a method of creating an "economic barrier" to entry, in violation of Sec. 251 of the Act.
22. The Florida Public Service Commission has broad powers to mediate, enforce, and arbitrate any issues that the Company has with the incumbent in regards to the interpretation of the Interconnect Agreement.
23. The Florida Public Service Commission is also in a position to determine whether or not the Agreement follows the intent of Congress and the Act, including Sec. 251, and whether the rates provided for, are fair and allow competition within the State.

CONCLUSION

24. The “Market Based” rates which STS disputes are higher than what BellSouth provides to their end-users. As such, the “Market Based” rates are an “economic barrier” to entry in contradiction to the Telecommunications Act of 1996 as well as the *Triennial Review Order*.
25. Section 251 of the Act requires BellSouth to provide access to their network at a fair price for that access. Since the “Market Based” rates provided for in the Interconnection Agreement which are being objected to in this Petition are higher than what BellSouth charges their retail end-users, they are not fair rates and given the rates, STS cannot fairly compete against BellSouth.
26. These “Market Based” rates were non-negotiable and were meant solely by BellSouth to be an “economic barrier” to protect their valuable market from competition and maintain a monopolistic market share of Florida’s most populated markets.
27. The fact that BellSouth charges its retail customers at lower rates than those charged supposedly for wholesale, proves that the rates are not fair and/or “Market Based”. STS cannot compete with BellSouth when BellSouth charges STS higher rates than it charges to its own retail customers.
28. Said rate making can only be classified as anti-competitive and a barrier to entry.

WHEREFORE, STS Telecommunication Services, Inc. requests that the Public Service Commission:

- (1) Take jurisdiction over this matter;
- (2) Determine that BellSouth’s “Market Based” rates contained in the Interconnection Agreement are unfair, anti-competitive and economic barrier to entry;
- (3) Determine a fair and competitive rate;

- (4) Resolve the billing dispute;
- (5) Issue its stay requiring that BellSouth not discontinue any service to STS or its customers pending resolution of this dispute;
- (6) For such other relief as the Public Service Commission deems necessary and proper.

Respectfully submitted,

ALAN C. GOLD, P.A.
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Suite 870
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(305) 667-0475 (office)
(305) 663-0799 (telefax)

BY: ALAN C. GOLD, ESQUIRE
Florida Bar Number: 304875

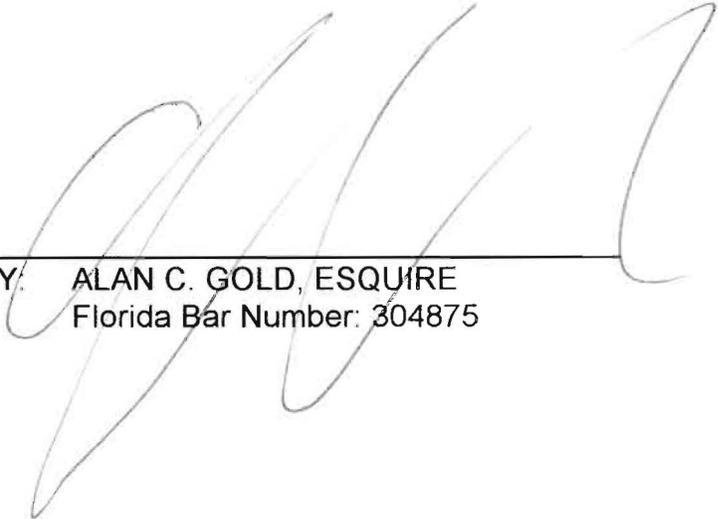
KEITH KRAMER FOR
SATURN TELECOMMUNICATIONS
SERVICES, INC., d/b/a STS TELECOM

CERTIFICATE OF SERVICE
NEW DOCKET - Complaint of STS Against BellSouth re Overbilling

I HEREBY CERTIFY that a copy of the foregoing was furnished by Federal Express Overnight Delivery this 9 day of July 2004, to the following:

MR. JASON ROJAS
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6191
Fax No. (850) 413-6221
JRojas@PSC.STATE.FL.US

MS. NANCY B. WHITE
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, FL 32301


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Florida Bar Number: 304875