

MEMORANDUM

February 18, 1999

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RECORDS AND  
REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (PEÑA) *Vmpbr*

RE: DOCKET NO. 981997-TP - In re: Request by BellSouth  
Telecommunications, Inc. for approval of amendment to  
resale agreement with Direct-Tel, Inc.

0324-FOF

Attached is an:

ORDER APPROVING AMENDMENT TO EXISTING  
RESALE AGREEMENT

with attachments, to be issued in the above-referenced docket.  
(Number of pages in order - 6)

KMP/slh  
Attachment  
cc: Division of Communications (Cordiano)  
I:981997.kmp

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth  
Telecommunications, Inc. for  
approval of amendment to resale  
agreement with Direct-Tel, Inc.

DOCKET NO. 981997-TP  
ORDER NO. PSC-99-0324-FOF-TP  
ISSUED: February 18, 1999

The following Commissioners participated in the disposition of  
this matter:

JOE GARCIA, Chairman  
J. TERRY DEASON  
SUSAN F. CLARK  
JULIA L. JOHNSON  
E. LEON JACOBS, JR.

ORDER APPROVING AMENDMENT TO EXISTING  
RESALE AGREEMENT

BY THE COMMISSION:

On December 29, 1998, BellSouth Telecommunications, Inc. (BST) filed a request for approval of an amendment to the existing resale agreement with Direct-Tel, Inc. (Direct-Tel) pursuant to 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (The Act). The amendment to the existing agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

The existing agreement governs the relationship between the companies regarding the resale of tariffed telecommunication services pursuant to 47 U.S.C. § 251. Upon review of the proposed amendment to the existing agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve

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it. BST and Direct-Tel are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

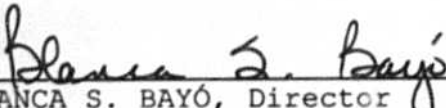
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the amendment to the existing resale agreement between BellSouth Telecommunications, Inc. and Direct-Tel, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 18th day of February, 1999.

  
\_\_\_\_\_  
BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

KMP

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

ATTACHMENT A

AMENDMENT  
TO THE  
RESALE AGREEMENT BETWEEN  
DIRECT-TEL, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED NOVEMBER 7, 1997

Pursuant to this Agreement, (the "Amendment") Direct-Tel, Inc. ("Direct-Tel") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated November 7, 1997 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Direct-Tel, Inc. has changed the name of said business to Direct-Tel USA, LLC. The Resale Agreement is hereby amended to reflect the name change.
2. Attachment 1 of this Amendment, Statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of Direct-Tel USA, LLC, is hereby an attachment to the Resale Agreement.
3. Attachment 2 of this Amendment, Authorization for Transfer and Release Notice, as signed by authorized party of Direct-Tel, Inc., is hereby an attachment to the Resale Agreement.
4. All of the other provisions of the Resale Agreement, dated November 7, 1997 shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Direct-Tel USA, LLC

By: Ronald Kaplan  
Name: Ronald Kaplan  
Title: PRESIDENT  
Date: 12/9/98

BellSouth Telecommunications, Inc.

By: Serry D. Hendric  
Name: Serry D. Hendric  
Title: Director  
Date: 12/15/98

**STATEMENT OF ASSUMPTION OF SERVICES AND  
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Direct-Tel USA, LLC agree as follows:

1. BellSouth agrees, pursuant to the terms of this Agreement to furnish telecommunications services to Direct-Tel USA, LLC. Service includes any service offered by BellSouth Telecommunications under its intrastate tariffs or the Interconnection Agreement executed between BellSouth and Direct-Tel, Inc..
2. Direct-Tel USA, LLC hereby agrees that any transfer of service through the sale, merger, consolidation, acquisition, or any other corporate buy-sell agreement shall be in accordance with the requirements of this Agreement and applicable tariffs or other agreement(s) in effect at the time of the sale, merger, consolidation, acquisition or buy-sell arrangement.
3. Direct-Tel USA, LLC hereby
  - assumes all obligations for services provided to Direct-Tel, Inc. and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to Direct-Tel, Inc. for such services pursuant to the applicable tariff or interconnection agreement.
  - does NOT assume all obligations for services offered to Direct-Tel, Inc. and thereby agrees to pay BellSouth, upon demand, account security, applicable service ordering charges and future bills.
4. Direct-Tel USA, LLC specifically agrees to pay all bills and charges for billing account numbers on Attachment(s) that were incurred during the time period the account was in the name of Direct-Tel, Inc. as well as any and all charges incurred during the time period that Direct-Tel USA, LLC is a customer.
5. Direct-Tel USA, LLC specifically agrees to assume the unexpired portion of the minimum period and the termination liability applicable to such services.
6. Direct-Tel USA, LLC agrees that the requirements of this Agreement apply where Direct-Tel, Inc. requests a final bill on its account and establishes a new account or requests a modification or change of the existing services of Direct-Tel, Inc..
7. Direct-Tel USA, LLC understands that BellSouth requires 60 days notification prior to the effective date of such assumption of service in order to comply with such request.
8. BellSouth will provide written acknowledgment of such notification 15 days from the receipt of such notification.
9. The undersigned is a duly authorized representative of Direct-Tel USA, LLC and by the authority granted to the undersigned by Direct-Tel, Inc. is authorized to bind it to the terms and conditions contained herein.
10. Signed this 9<sup>th</sup> day of December 1998.

Direct-Tel USA, LLC Billing Name & Address:

DIRECT-TEL USA, LLC  
1701 W. Hillsboro Blvd. STE 205  
Dunedin Beach, FL 33442

By: Kenneth Kasper  
(Signature)

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**ATTACHMENT A**

Attachment 2

**AUTHORIZATION FOR TRANSFER AND RELEASE NOTICE**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and Direct-Tel, Inc. agree as follows:

1. Direct-Tel, Inc. agrees to transfer services in the name of Direct-Tel USA, LLC specifically including attached billing account number(s) and thereby relinquish all claims to this account, together with all rights, privileges, refund rights and credits which may accrue and have not yet been actually provided to Direct-Tel, Inc..
2. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth Telecommunications in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.
3. Notwithstanding any agreement between Direct-Tel, Inc. and Direct-Tel USA, LLC, to the contrary, Direct-Tel, Inc. recognizes that under applicable tariffs agreements, BellSouth Telecommunications is authorized to demand from Direct-Tel, Inc., current, past due and presently outstanding bills which are attributed to Direct-Tel, Inc..
4. Notwithstanding any agreement between Direct-Tel, Inc. and Direct-Tel USA, LLC, to the contrary, Direct-Tel, Inc. recognizes that under applicable tariffs and agreements, the transfer of service(s) does not relieve or discharge Direct-Tel, Inc. from remaining jointly or severally liable with Direct-Tel USA, LLC for any obligations existing at the time of transfer.
5. Signed this 9<sup>th</sup> day of December 1998.

Direct-Tel, Inc. Billing Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Ronald Kaplan  
(Signature)