

ORIGINAL

LAW OFFICES  
**MESSER, CAPARELLO & SELF**  
A PROFESSIONAL ASSOCIATION

218 SOUTH MONROE STREET, SUITE 701  
POST OFFICE BOX 1876  
TALLAHASSEE, FLORIDA 32302-1876  
TELEPHONE (850) 222-0720  
TELECOPIERS (850) 224-4358, (850) 428-1842

June 26, 1998

**BY HAND DELIVERY**

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 951232-TI

Dear Ms. Bayo:

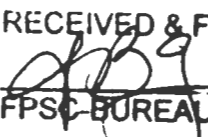
Enclosed for filing in the captioned docket is are the following documents:

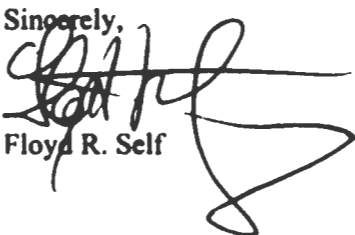
1. An original and fifteen copies of the Direct Testimony of Mary Jo Daurio including exhibits on behalf of Transcall America, Inc.; and 07799-98
2. An original and fifteen copies of the Direct Testimony of Douglas S. Metcalf including exhibits on behalf of Transcall America, Inc. 07790-98

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

ACK ✓  
 AFA 4  
 APP \_\_\_\_\_  
 CAF \_\_\_\_\_  
 SMU 5  
 CTR \_\_\_\_\_  
 EAG \_\_\_\_\_  
 LEG 1  
 LIN 3 + orig  
 JPC \_\_\_\_\_  
 RCH \_\_\_\_\_  
 SEC 1  
 NAS \_\_\_\_\_  
 DTH \_\_\_\_\_

Thank you for your assistance with this filing.

RECEIVED & FILED  
  
FPS-C BUREAU OF RECORDS

Sincerely,  
  
Floyd R. Self

FRS/amb  
Enclosures  
cc: Mr. Brian Sulmonetti  
Parties of Record

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of Direct Testimony of Douglas S. Metcalf in Docket No. 951232-TI has been furnished by Hand Delivery (\*) and/or U.S. Mail to the following parties of record this 26th day of June, 1998:

Beth Keating, Esq.\*  
Division of Legal Services  
Room 370, Gunter Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Mr. Jon W. Zeder  
Mr. Wesley R. Parsons  
2601 South Bayshore Drive, Suite 1600  
Miami, FL 33133

  
\_\_\_\_\_  
Floyd R. Self

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Dade County Circuit Court referral of )  
certain issues in Case No. 92-11654 (Transcall )  
America, Inc. d/b/a ATC Long Distance v. )  
Telecommunications Services, Inc. and )  
Telecommunications Services, Inc. vs. Transcall )  
America, Inc., d/b/a ATC Long Distance) that )  
are within the Commission's jurisdiction. )  
\_\_\_\_\_)

Docket No. 951232-TI

**DIRECT TESTIMONY**

*of*

**DOUGLAS S. METCALF**

**ON BEHALF OF**

**TRANSCALL AMERICA, INC. d/b/a ATC LONG DISTANCE**

**JUNE 26, 1998**

~~06788-98~~  
4/26/98

1 I. INTRODUCTION

2 Q: PLEASE STATE YOUR NAME, BUSINESS AFFILIATION,  
3 ADDRESS, AND ON WHOSE BEHALF YOU ARE TESTIFYING?

4 A: My name is Douglas S. Metcalf, and I am President of Communications  
5 Consultants, Inc., 400 N. New York Avenue, Suite 213, Winter Park, Florida  
6 32790-1148. CCI provides regulatory, tariff and management assistance to  
7 clients using or providing services affected by regulation. My responsibilities  
8 in this proceeding include the examination of the billing practices of Telus  
9 Communications, Inc ("Telus") and its successor Transcall America, Inc.  
10 d/b/a ATC Long Distance ("Transcall") as they were provided to  
11 Telecommunications Services, Inc. ("TSI") during the 1989 to 1992 period  
12 of their business relationship.

13 Q: HAVE YOU APPEARED AS A WITNESS BEFORE THIS  
14 COMMISSION IN PREVIOUS PROCEEDINGS?

15 A: Yes, I have participated or testified in more than 25 cases before this  
16 Commission since 1976 on behalf of several parties, but most often the  
17 Florida Ad Hoc Telecommunications Users' Committee, an ad hoc group of  
18 the largest users of business telephone services within the state of Florida.

19 Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

20 A: I have been asked to investigate TSI's claims and provide my conclusions  
21 regarding the Staff Audit Report ("Audit") conducted by Ms. Kathy L. Welch  
22 of the Commission's auditing Staff. I have found that in the main, Transcall  
23 did more than was required to serve the customers of TSI, as the ultimate  
24 carrier of their long distance service, and to accommodate and serve TSI in

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

## I. INTRODUCTION

**Q: PLEASE STATE YOUR NAME, BUSINESS AFFILIATION, ADDRESS, AND ON WHOSE BEHALF YOU ARE TESTIFYING?**

**A:** My name is Douglas S. Metcalf, and I am President of Communications Consultants, Inc., 400 N. New York Avenue, Suite 213, Winter Park, Florida 32790-1148. CCI provides regulatory, tariff and management assistance to clients using or providing services affected by regulation. My responsibilities in this proceeding include the examination of the billing practices of Telus Communications, Inc ("Telus") and its successor Transcall America, Inc. d/b/a ATC Long Distance ("Transcall") as they were provided to Telecommunications Services, Inc. ("TSI") during the 1989 to 1992 period of their business relationship.

**Q: HAVE YOU APPEARED AS A WITNESS BEFORE THIS COMMISSION IN PREVIOUS PROCEEDINGS?**

**A:** Yes, I have participated or testified in more than 25 cases before this Commission since 1976 on behalf of several parties, but most often the Florida Ad Hoc Telecommunications Users' Committee, an ad hoc group of the largest users of business telephone services within the state of Florida.

**Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

**A:** I have been asked to investigate TSI's claims and provide my conclusions regarding the Staff Audit Report ("Audit") conducted by Ms. Kathy L. Welch of the Commission's auditing Staff. I have found that in the main, Transcall did more than was required to serve the customers of TSI, as the ultimate carrier of their long distance service, and to accommodate and serve TSI in

1 its business relationship. This included providing service within the  
2 provisions of the "Agreement By and Between Telus Communications, Inc.  
3 and Telecomm Services, Inc.," dated July 7, 1989 ("Agreement"), previously  
4 identified as Exhibit MJD-1. While from time to time there were  
5 implementation and other provisioning and billing issues, these were  
6 consistent with industry practices at the time and within the acceptable  
7 tolerances established by the tariffs.

8 **Q: WHAT DOCUMENTS HAVE YOU REVIEWED IN THIS**  
9 **PROCEEDING?**

10 **A:** My analysis began with a general review of the case correspondence and  
11 pleadings, and then expanded to numerous boxes, binders, and cabinets of  
12 related material at the offices of Transcall's attorneys in Tallahassee. I have  
13 reviewed the 1994 deposition transcripts of Joel Esquenazi of TSI and Mary  
14 Jo Daurio of Transcall, and the more recent deposition transcripts of Joseph  
15 Holop, Dennis Sickle, and Brian Sulmonetti, all employees of Transcall. I  
16 reviewed in detail the March 14, 1998 draft report of Lopez Levi &  
17 Associates, ("LLA") the accountants for TSI, and at the Miami offices of  
18 LLA I also examined some 23 boxes of documents and workpapers that serve  
19 as the basis of the LLA report. Finally, I reviewed three boxes of material at  
20 the WorldCom offices in Boca Raton, which included the credit support  
21 provided by TSI for its total credit claims during the period of its business  
22 relationship with Transcall.

23 **Q: WHAT INTERVIEWS DID YOU CONDUCT AS PART OF YOUR**  
24 **DOCUMENT ANALYSIS?**

1       **A:**    For purposes of understanding the issues in dispute and for clarifying pieces  
2                   of information contained in the documents I reviewed, I have spoken with  
3                   Brian Sulmonetti and Mary Jo Daurio of Transcall, Ignacio DuQuesne of  
4                   Lopez Levi & Associates, and Kathy Welch of the Commission's Staff.  
5                   Also, to refresh my memory as to the general provisions of reseller tariffs and  
6                   industry billing practices during the 1989 to 1992 timeframe, I requested  
7                   material regarding billing error rates and call completion from personnel at  
8                   Technologies Management Inc. of Winter Park, Florida, a widely known  
9                   source for historical industry tariff documents. I have also had a number of  
10                  conversations with Transcall's attorneys in this case.

11       **Q:**    **PLEASE DESCRIBE THE STEPS YOU HAVE TAKEN IN YOUR**  
12                   **ANALYSIS?**

13       **A:**    Within the limits of the available documents, I have:

- 14                   - Verified the payments, credits and billing of the accounts between TSI and  
15    Transcall;
- 16                   - Worked to reconcile differences which exist in the billing between the  
17    retail invoices (plain paper invoices) prepared by Transcall for TSI's  
18    customers, and the greenbar summary and the invoices to TSI  
19    prepared by Transcall for TSI as a reseller;
- 20                   - Reviewed numerous billing records to determine the accuracy of TSI's  
21    claims regarding duplicate billing, overbilling, "stuck clock" billing,  
22    overlapping calls, and charges for incomplete calls;
- 23                   - Checked the termination dates of a sample of TSI's customers against the  
24    greenbar billing to determine if the customers were timely terminated;

- 1                   - Reviewed tariffs from a variety of Florida resellers and smaller carriers for  
2                   the 1989-1992 time period to verify the general consistency of  
3                   Transcall and TSI tariff standards, and the prevailing industry  
4                   standards regarding billing error rates and call completion standards;  
5                   - Reviewed and analyzed the draft report prepared by LLA;  
6                   - Reviewed and analyzed the Staff Audit Report for completeness and  
7                   accuracy; and  
8                   - Prepared a summary which reflects all of the Transcall billings, TSI  
9                   payments, credits from Transcall to TSI, and my additional  
10                  adjustments for the other issues discussed within this testimony. A  
11                  copy of this summary is attached as Exhibit DSM-1.

12           **Q:   WHAT DID YOU CONCLUDE FROM YOUR ANALYSIS?**

13           **A:   Several things. Overall, Transcall worked diligently throughout the course**  
14           **of its relationship with TSI to make its business relationship with TSI**  
15           **successful. Transcall was accurate and timely in recording payments from**  
16           **TSI. Transcall also billed TSI and its customers as required, and within**  
17           **acceptable tariff limits, except for the 9-second error. Transcall gave credits**  
18           **very freely, often without paperwork or verification of any mistake, and**  
19           **reflected those credits on TSI's statements. Transcall, in an attempt to assist**  
20           **TSI in its business, extended credit to TSI by allowing a significant accounts**  
21           **receivable balance, increased the margins to TSI far beyond those negotiated**  
22           **or contemplated in the original Agreement, and worked with TSI to**  
23           **expeditiously resolve any disputes as they arose. The effect of these actions**



1 was to provide TSI with a windfall far beyond the value contemplated by the  
2 original Agreement.

3 Further, to the extent possible using the billing technologies of that  
4 time, Transcall billed TSI as required by the Agreement between the two  
5 companies. TSI was the first reseller on the Miami/Telus billing system. The  
6 billing systems in place for Transcall's own retail customers were difficult to  
7 adapt to a reseller environment, so flexibility and some tolerance for  
8 technology and a changing business environment was a requirement for both  
9 parties. Problems that could be fixed were fixed, and the liberal credit  
10 policies of Transcall to TSI certainly showed Transcall's willingness to go the  
11 extra mile to continue the business relationship.

12 From my review and analysis of the LLA draft report, I can only  
13 conclude that it contains so many errors it is useless in any evaluation of the  
14 TSI-Transcall business relationship. Since this is only a draft report, I will  
15 reserve any specific comments regarding LLA until my rebuttal testimony in  
16 the event the report they may file as direct testimony is different from the  
17 draft report.

18 My conclusions are similar to those reached by the Staff Audit  
19 Report, which represents a comprehensive analysis of TSI's claims and the  
20 draft LLA report. Based upon my analysis of the TSI claims and the draft  
21 LLA report, I agree with the audit findings and adjustments with only four  
22 exceptions.

23 My conclusions on the claims regarding stuck clock, duplicate, and  
24 overbilling, confirmed by the Staff Audit, demonstrate that these errors were

1 within the 1%-2% error rate articulated in both the Transcall and TSI tariffs.  
2 The types of problems that TSI complained of were typical, but within the  
3 standards of the day, due to the limitations of the call recording technology  
4 of the era experienced by all carriers. Further, Transcall demonstrated on  
5 countless occasions its responsiveness to these technological limitations by  
6 crediting any claims of TSI even with the limited documentation  
7 substantiating any of these concerns.

## 8 II. Billings

9 **Q: DID TRANSCALL BILL TSI'S CUSTOMERS IN ACCORDANCE**  
10 **WITH THE AGREEMENT AND TSI'S BILLING INSTRUCTIONS?**

11 **A:** The bills prepared by Transcall for TSI's customers were based upon the rates  
12 and billing increments directed by TSI in their instructions to Transcall. As  
13 the Staff audit finds, it appears that some of these instructions were  
14 inconsistent with TSI's tariff. However, based upon the Agreement, it was  
15 clearly TSI's responsibility to ensure that TSI's customers were being billed  
16 pursuant to TSI's tariff, and that the billing directions provided to Transcall  
17 were consistent with TSI's tariff.

18 **Q: DID TRANSCALL BILL TSI IN EXCESS OF THE APPLICABLE**  
19 **TARIFFS OR THE AGREEMENT BETWEEN THE PARTIES?**

20 **A:** Bills prepared by Transcall for TSI were billed according to the Agreement  
21 between the parties with three exceptions.

22 The first two exceptions were verbal modifications made to offset  
23 technical billing limitations which could not be accomplished with the  
24 technology of Transcall's system. These changes provided TSI with a 15%

1 discount on all domestic calls and a 40% discount off the TSI retail rate on  
2 all international calls. These discounts more than compensated TSI for the  
3 technical limitations of Transcall's billing system. The Staff Audit agrees  
4 with my conclusion.

5 The third exception was a decrease in July 1990 in the travel card rate  
6 requested in February 1990 by Mr. Esquenazi. With this reduction, the travel  
7 card rate went from a single around-the-clock rate to reduced time-of-day  
8 rates. See Exhibit MJD-5.

9 Based upon my review of the documentation and course of conduct  
10 between the parties, it is my opinion that the lack of written documentation  
11 from TSI objecting to the additional discounts underscores TSI's  
12 acknowledgment and acceptance of the changes.

13 The Staff Audit further confirms that TSI was billed pursuant to the  
14 Agreement except for the above modifications, each of which the Audit  
15 determined to be appropriate, and the 9-second error. Thus, I agree with the  
16 determination in Audit Disclosure No. 5, at page 12, that the draft LLA  
17 adjustment of \$80,131.12 is inappropriate because the 40% discount more  
18 than compensates TSI on the issue of 6-second increments on international  
19 calls. I would further note, however, as the Audit indicates in Audit  
20 Disclosure No. 12, at page 45, that if the 40% discount was inappropriate,  
21 then in netting the \$80,131.12 against the total \$494,730.37 value of the 40%  
22 discount, TSI received a phenomenal windfall credit of \$414,599.25.

23 **Q: WERE THERE ANY OTHER BILLING ISSUES THAT YOU**  
24 **IDENTIFIED DURING YOUR BILLING ANALYSIS?**

1       **A:**    Yes. As part of my analysis, I compared the monthly greenbar reports of  
2            retail calls of TSI's customers with the Transcall invoices to TSI for the total  
3            monthly service. My investigation of the TSI billing practices and the Staff  
4            Audit identified several billing issue adjustments that were not overly  
5            substantial, but which I have included in Exhibit DSM-1 to assure a more  
6            comfortable degree of accuracy for the total summary.

7        **Q:    WHAT WAS THE FIRST BILLING ISSUE YOU HAVE**  
8            **IDENTIFIED?**

9        **A:**    Staff Audit Disclosure No. 7, at page 20, recommends a downward  
10           adjustment of \$8,776.44 for a change in the billing format in March and May  
11           of 1992. From my review of the relevant documents that may not have been  
12           available to Ms. Welch and which I have included as Exhibit DSM-2, TSI  
13           agreed that it would pay Transcall switchless reseller rates starting in March,  
14           until TSI could obtain its own Feature Groups. In early May Transcall agreed  
15           to grandfather the old rates to TSI, subject to TSI fulfilling certain modified  
16           arrangements. In late May, TSI reneged on the arrangements that were the  
17           basis for Transcall's concession to grandfather the old rates. These events  
18           explain why there are March and April usage bills at the old rates, and March  
19           and May usage bills at the switchless reseller rates. (Copies of these bills are  
20           attached to Exhibit MJD-2). Therefore, I have calculated all three months at  
21           the higher switchless reseller rates, which increases the amount due by  
22           \$17,890.14 on my Exhibit DSM-1 (and noted in the "DSM FOOTNOTE"  
23           column as "B1").

1       **Q:   WHAT WAS THE SECOND BILLING ISSUE YOU HAVE**  
2       **IDENTIFIED?**

3       **A:   In Audit Disclosure No. 4, at pages 8-9 under subsection A, for the months**  
4       **of the September 1991, November 1991, and December 1991. Staff**  
5       **recomputed the bill to TSI on the basis of other monthly billing summaries**  
6       **it had located. Using these alternative summaries, the Staff determined that**  
7       **the bill to TSI was overstated by \$38,108.59. Based upon my review of the**  
8       **bills that were rendered at the time, I believe that the Staff had no basis for**  
9       **utilizing these alternative summaries. I take this position based on the**  
10      **assumption that the Transcall personnel responsible for determining the**  
11      **appropriate bill to send to TSI would have sent the correct invoice. Not**  
12      **finding any letters or telephone log notes objecting to the bill TSI received**  
13      **in this instance, I further conclude that Mr. Esquenazi must have agreed with**  
14      **Transcall's original action. Therefore, I have excluded this adjustment on my**  
15      **Exhibit DSM-1 (which is identified by the notes in the "DSM FOOTNOTE"**  
16      **column as "B2").**

17      **Q:   WHAT WAS THE THIRD BILLING ISSUE?**

18      **A:   Also in Audit Disclosure No. 4, at page 9, under subsection B, for the months**  
19      **of March and April 1991, the Staff determined that TSI received an excess**  
20      **credit of \$10,787.29. In addition, the Staff determined that in April 1991,**  
21      **Transcall gave TSI a credit for October 1990 usage in the amount of**  
22      **\$9,990.62 that should not have been given. If TSI was overcompensated, and**  
23      **the purpose of this proceeding is to establish a correct billing record, these**  
24      **excess credits should be removed, and not ignored as they were in Staff**

1 Exhibit-1. Therefore, I have accounted for these excess credits of  
2 \$20,777.91 in the appropriate months of my Exhibit DSM-1 (and which are  
3 noted in the "DSM FOOTNOTE" column as "B3").

4 **Q: WHAT IS THE FOURTH BILLING ISSUE?**

5 **A: In Audit Disclosure No. 9 at page 28, Staff has calculated an additional**  
6 **refund in the amount of \$83,350.43 for the period December 1990 to May**  
7 **1992 on the assumption that Transcall was required to bill TSI for**  
8 **conversation time (TP6 to TP7) instead of full connection time (TP1 to TP7).**  
9 **I believe this adjustment is completely inappropriate.**

10 This adjustment by the Staff is predicated on the assumption that  
11 when Transcall changed its tariff to conversation time billing, Transcall  
12 should have unilaterally amended the Agreement and billed TSI for only  
13 conversation time. In support of this conclusion, the Staff relies upon a check  
14 sent to TSI pursuant to the settlement approved by this Commission in Order  
15 No. PSC-93-1237-AS-TI. However, as a reseller, TSI was to be billed based  
16 upon the Agreement (as modified) between TSI and Telus, not based on  
17 Transcall's tariff for its own retail customers.

18 A fundamental premise of the Agreement was that TSI's bill was  
19 discounted from the amounts billed to TSI's customers. As Staff  
20 acknowledges in this disclosure, TSI's tariff clearly provided for TSI's  
21 customers to be billed on the basis of TP1 to TP7, and the Agreement did not  
22 provide for any different treatment in the billing to TSI. Thus, any change  
23 to the Transcall tariff definition of billable call duration did not apply to the  
24 bills rendered by Transcall to TSI or its customers.

1                   Based upon my reading of Order No. PSC-93-1237-AS-FI, the refund  
2 check to TSI was a result of Transcall's efforts to compensate every possible  
3 tariff customer as was required by the settlement agreement and was  
4 erroneously sent to TSI even though it was a contract customer. I would  
5 further note that as vigilant as Mr. Esquenazi was in pointing out alleged  
6 problems and in requesting credits and other rate reductions, there is nothing  
7 in the record to indicate that TSI wanted to change over to conversation time-  
8 only billing when Transcall made the change in June 1991. Indeed, to this  
9 day, TSI's tariff still retains the TP1 to TP7 language. Accordingly, this Staff  
10 adjustment should not be made, and I have not included it in my Exhibit  
11 DSM-1 (and noted in the "DSM FOOTNOTE" column as "B4").

12       **Q: ARE THERE ANY OTHER OBSERVATIONS YOU HAVE FROM**  
13       **YOUR ANALYSIS OF THE BILLINGS?**

14       **A: Other than the four issues I have already discussed, there are no other**  
15       **exceptions. However, I would note that in Staff Audit Disclosure No. 8 at**  
16       **page 23, the Staff has determined that the TSI bill should be reduced by**  
17       **\$37,714.59 to address the 9-second error. It appears to me that the Staff has**  
18       **properly utilized the same methodology that was approved by the**  
19       **Commission in the settlement of Docket No. 95-1270-TI. I concur in this**  
20       **adjustment and, except for the four billing issue adjustments I have made**  
21       **above, plus several minor mathematical errors I have noted in columns C and**  
22       **D of my Exhibit DSM-1, I otherwise fully endorse Staff's Report.**

23

### **III. Payments and Credits**

1       **Q: WHAT WAS YOUR ANALYSIS OF TSI'S ALLEGATIONS**  
2       **REGARDING THE IMPROPER RECORDING OF THE PAYMENTS**  
3       **MADE BY TSI TO TRANSCALL?**

4       **A: Based on the documentation provided by TSI, and the more-complete records**  
5       **that were found in Transcall's own files, the payments made by TSI to**  
6       **Transcall were properly recorded. Transcall was precise in recording actual**  
7       **payments by check or electronic funds transfer.**

8               My conclusions regarding payments are supported by the findings of  
9       the Staff Audit and presented in Exhibit 1, on page 51, of the Staff Audit  
10      Report. On my Exhibit DSM-1, I have prepared a schedule that updates Staff  
11      Audit Exhibit 1 and shows the complete billings, payments, and credits  
12      history for the entire period. Thus, with respect to the payments record in  
13      Staff's audit, I am in complete agreement with Ms. Welch's conclusion.

14      **Q: WHAT WAS YOUR ANALYSIS OF THE CREDITS GIVEN TO TSI?**

15      **A: Transcall rendered some \$170,000 in credits to TSI from 1989-1992, though**  
16      **TSI's total documentation of actual errors by Transcall totals only**  
17      **\$51,486.96. Based upon my analysis of all of the documentation available**  
18      **regarding improper billings to TSI's customers, it is clear to me that TSI was**  
19      **grossly overcompensated for any misbillings experienced by TSI's customers.**  
20      **Indeed, the credits that were given by Transcall were calculated on the total**  
21      **retail rate billed by TSI to its customers rather than the more appropriate**  
22      **wholesale rate, which is what TSI paid to Transcall. The net effect of**  
23      **Transcall's actions was to substantially increase TSI's margins, adding to the**  
24      **windfall it received during this relationship.**



1           My conclusions are confirmed in Staff Audit Disclosure No. 6, at  
2 page 16, and Audit Disclosure No. 15, at page 49. In the Audit, the Staff  
3 finds that TSI has been more than adequately compensated for all of the  
4 misbilled calls alleged by TSI. Based upon the Staff's analysis, the total  
5 volume of these alleged misbillings did not exceed the 2% provided for in the  
6 tariff. Thus, no further credits to TSI are warranted.

7   **IV. Conclusions**

8       **Q: AFTER ACCOUNTING FOR ANY OVERBILLINGS, REFUNDS,**  
9       **SETTLEMENTS, OR OTHER OFFSETS THAT MAY BE**  
10      **APPLICABLE, WHAT AMOUNT, IF ANY, DOES TSI OWE**  
11      **TRANSCALL FOR THE SERVICES IT RECEIVED?**

12      **A: Net of all payments, credits, and adjustments, my Exhibit DSM-1 reflects that**  
13      **TSI still owes Transcall \$677,048.35 plus interest from mid-1992. Pursuant**  
14      **to the Commission's rules regarding interest, as of this month, the interest due**  
15      **on this amount would be an additional \$227,783.94.**

16      **Q: WHAT IS YOUR RECOMMENDATION TO THE COMMISSION IN**  
17      **THIS CASE?**

18      **A: The Commission should accept the Staff Audit report findings that Transcall**  
19      **billed TSI and TSI's customers correctly, or at least well within the 2% error**  
20      **rate specified in the tariffs and Agreement of the parties. Further, the**  
21      **Commission should find that the credits issued by Transcall to TSI exceeded**  
22      **the total amount of TSI's documented credits plus any other billing errors that**  
23      **have been identified. On the basis of this record, the Commission should**  
24      **direct that a total of \$904,832.29 is due from TSI to Transcall. With these**

1           actions, I believe that the Commission has fully resolved all of the claims  
2           raised by TSI. In returning this case to the court for final disposition, the  
3           Commission should advise the court that, based upon this Commission's  
4           exclusive jurisdiction, all of the claims by TSI have been resolved.

5           **Q: DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

6           **A: Yes.**

A	B	C	D	E	F	G	H	I	J
	MONTHLY BILLING PER STAFF	MONTHLY BILLING PER TBI INVOICES	DIFF	CREDITS PER ATC	PAYMENTS PER CANCELED CHECKS	STAFF FOOT NOTE	DSM ADJUSTMENT TO STAFF AUDIT	DSM FOOT NOTE	NET AMOUNT DUE
Jul-Oct-89	11,011.97	11,017.99	6.01						11,017.99
Nov-89	19,942.04	19,942.02	(0.02)						28,980.00
Dec-89	16,778.99	16,778.99	(0.01)	(799.77)					42,539.18
Jan-90	22,607.89	22,607.89		(2,741.84)					62,408.10
Feb-90	24,999.37	24,999.39	0.01	(3,993.91)	(19,942.99)				84,437.99
Mar-90	30,700.74	30,700.74		(1,399.47)	(23,780.20)				89,021.99
Apr-90	31,099.80	31,099.80		(8,895.33)	(19,999.92)				89,548.01
May-90	30,228.02	30,228.09	0.01	(8,000.00)	(20,975.47)				75,999.97
Jun-90	36,997.09	36,997.07	100.01	(3,199.06)	(24,994.27)				89,903.29
Jul-90	35,773.99	35,773.99							122,679.94
Aug-90	41,670.99	41,670.99	(0.09)		(49,909.37)				115,542.47
Sep-90	40,999.19	40,999.71	(249.42)		(2,000.00)				193,999.18
Oct-90	54,999.99	53,974.39	(999.29)		(112,174.99)		9,990.62	B3	105,779.99
Nov-90	41,739.99	41,739.40	0.02		(2,000.00)				146,515.05
Dec-90	43,097.97	43,097.99	(0.01)						188,992.91
Jan-91	49,992.99	49,992.99	0.01		(90,000.00)				179,999.27
Feb-91	49,992.14	49,992.19	0.01						229,297.42
Mar-91	47,991.19	47,991.19	0.02		(99,000.00)				202,999.97
Apr-91	62,197.07	62,197.09	0.01	(42,997.99)	(37,999.44)	C	10,797.29	B3	194,924.92
May-91	64,999.90	64,999.90			(67,991.19)	D			171,992.67
Jun-91	65,197.39	65,197.31	0.01	(22,492.77)					214,927.21
Jul-91	77,071.20	77,071.22	0.02		(92,099.12)				199,903.31
Aug-91	89,990.40	89,990.40			(94,997.99)				229,179.15
Sep-91	99,079.79	99,079.79	0.02				20,999.99	B2	337,091.99
Oct-91	100,999.32	100,999.34	0.02		(99,199.99)				379,731.99
Nov-91	91,199.91	91,199.99	(0.02)				1,299.99	B2	472,219.79
Dec-91	99,991.94	99,991.99	0.02				19,970.99	B2	579,490.91
Jan-92	99,994.99	99,994.99	0.01						679,319.80
Feb-92	101,997.99	101,997.99	0.09						777,123.49
Mar-92	91,990.12	99,701.19	8,771.09			E	8,771.09	B1	842,999.72
Apr-92	49,979.79	49,992.49	8,113.70	(91,499.99)	(120,000.00)	B	9,113.70	B1	730,214.99
May-92	29,149.99	27,190.77	2,009.99	(999.09)		E	2,009.99	B1	799,072.09
Jun-92		99.99	99.99	(21,434.99)		F			737,714.99
Jul-92			0.00	(1,979.94)		G	see credits col.	B1	739,037.99
	1,999,794.79	1,997,013.21	17,229.49	(199,799.29)	(997,999.99)		79,177.42		739,037.99
<b>Staff Disclosure Adjustments:</b>									
DISCLOSURE 9				(93,990.49)		A	93,990.49	B4	739,037.99
DISCLOSURE 9				(37,714.99)			cancel w/Staff		699,322.99
DISCLOSURE 4				(99,109.99)			see B2 above	B2	600,214.37
DISCLOSURE 12				3,999.99			cancel w/Staff		694,190.32
DISCLOSURE 4				12,999.09			cancel w/Staff		677,049.36
							<b>Total Amount Due Per Transact:</b>		<b>677,049.36</b>
<b>Miscell/ Billing Footnotes: (from billing issues section of Direct Testimony)</b>									
B-1	- Transact has signed document from TBI agreeing to pay switchless master rates. Volume discount is also included.								
B-2	- Correct invoices were sent by Transact and accepted by TBI without comment. Staff's adjustment is arbitrary.								
B-3	- Reflects excess credits to TBI which were not included in Staff's adjustments.								
B-4	- Transact had no authority to unilaterally change TBI's tariff, and did not do so. \$93,990.49 shown does not impact Amount Due								
<b>Staff Footnotes:</b>									
A	- Attorney General settlement per POC 99-1237-A9-T1 expended for all months since TBI was never corrected.								
B	- Wire transfer per ATC								
C	- Credit of \$79,731.99 was reduced by \$39,773.99 because it was actually a credit for a payment which has already been shown in the cancelled checks.								
D	- Includes payment of \$39,773.99								
E	- Bill amount was computed by Staff using the old methodology, company billed based on the new contract which was never signed.								
F	- Credit								
G	- Credits of 1930.67 and 47.49 not used because they related to volume discounts on May bill which was recomputed by Staff.								



1515 South...  
Suite...  
Voice...  
(407) 447 2244

February 7, 1992

VIA FACSIMILE 305-251-3565

Joel Esquenazi  
TSI Telecommunication Services, Inc.  
12217 SW 139 Court, Suite 200  
Miami, Fl 33186

Dear Joel:

Richard Anneso, of Southern Bell, has informed ATC that April 1, 1992 is the earliest date we can request for your C.I.C., translations, and PGD installation to be completed. This is not a confirmed date, yet it will probably be honored, possibly on an expedite.

This leaves us with the concern of billing for your traffic during the period from the Miami conversion to Southern Bell's turn up. ATC will provide your traffic on magnetic tape (ascii or ebcdic; 1600 bpi or 6250 bpi, please advise).

As I have previously mentioned, ATC will have to bill you at our switchless resale rates for this period. The rate schedule for Florida is as follows:

	Day	Even	N/W
INTRASTATE	.1600	.1300	.1050
INTERSTATE	.1400	.1250	.1050

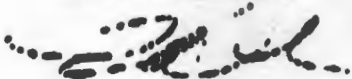
**RETROACTIVE VOLUME DISCOUNT (FOR DAY AND EVENING ONLY)**

MONTHLY DOLLAR VOLUME	% DISCOUNT
\$ 50,001 - \$ 100,000	2%
\$ 100,001 - \$ 150,000	4%
\$ 150,001 - \$ 200,000	6%

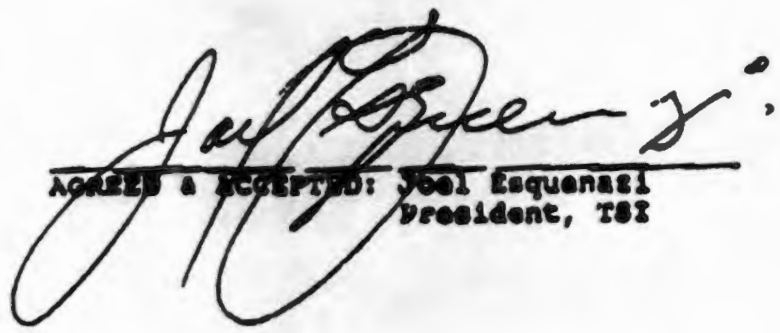
Joel, please acknowledge your concurrence with this temporary rate schedule below and fax back to me at your earliest convenience.

Thank you in advance.

Best regards,



Clara Reynardus  
Special Projects Manager



---

ACCEPTED & RECEIVED: Joel Esquenazi  
President, TSI

**ATC**  
 1515 S. Federal Hwy., Suite 400  
 Boca Raton, Florida 33432-7404  
 1-800-228-5043 (customers within FL & GA)  
 1-800-432-5043 Ext. 3 (customers outside FL & GA)  
 To Report Technical Difficulties 1-800-228-5040

**ATC**  
 1515 SOUTH FEDERAL HIGHWAY  
 SUITE 400  
 BOCA RATON, FL 33432-7404

CUSTOMER NO: 220002  
 INVOICE NO: 22000227  
 INVOICE DATE: 04/04/92  
 SERVICE PERIOD:  
 03/01/92 - 03/27/92

TELECOMMUNICATION SERVICES INC.  
 12221 S.W. 129TH COURT  
 SUITE 200  
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	5,139	24,665.3		11,468.65
TRAVEL SERVICE	758	2,871.7	.1900	548.62
INBOUND 800	14,416	37,376.7	.2100	7,845.11
INTRALATA	4,408	13,807.7	.1200	1,654.92
INTRASTATE	4,369	14,319.5	.1250	1,789.94
INTERSTATE ON NET	20,871	65,419.0	.1400	9,158.66
INTERSTATE OFF NET	9,034	28,322.2	.1500	4,248.33
SUBTOTAL	59,194	184,782.1		36,717.23
EVENING USAGE:				
TRAVEL SERVICE	434	3,481.7		557.07
INBOUND 800	2,034	7,684.8	.2100	1,613.81
INTRALATA	946	5,403.6	.1200	648.43
INTRASTATE	999	5,712.8	.1250	714.10
INTERSTATE ON NET	5,867	33,537.9	.1400	4,695.31
INTERSTATE OFF NET	1,357	7,756.8	.1500	1,163.52
SUBTOTAL	11,637	63,577.6		9,392.24
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	353	5,721.0	.1600	915.36
INBOUND 800	2,949	5,214.0	.2100	1,094.94
INTRALATA	360	2,133.8	.1200	256.30
INTRASTATE	429	2,541.9	.1250	317.74
INTERSTATE ON NET	3,632	21,517.0	.1400	3,012.38
INTERSTATE OFF NET	656	3,886.5	.1500	582.78
SUBTOTAL	8,399	41,016.2		6,179.70
CREDIT 15% DOMESTIC USAGE				(6,123.08)
CURRENT BALANCE				46,166.09
PREVIOUS BALANCE				724,765.48
PAYMENT - THANK YOU				(20,000.00)
TOTAL AMOUNT DUE -----				750,911.59

DOCKET NO. 951232-T1  
 Witness: Douglas S. Metcalf  
 Exhibit (DSM-2)  
 Page 3 of 10

ACCOUNTING



1515 S. Federal Hwy., Suite 400  
 Boca Raton, Florida 33438-7404  
 1-800-228-5048 (Customer within FL & GA)  
 1-800-432-5048 Ext. 3 (Customer outside FL & GA)  
 To Report Technical Difficulties 1-800-228-5040

ATC REGISTER  
 1515 SOUTH FEDERAL HIGHWAY  
 SUITE 400  
 BOCA RATON, FL 33432-7404

CUSTOMER NO: 220002  
 INVOICE NO: 22000227  
 INVOICE DATE: 04/04/92  
 SERVICE PERIOD:  
 02/28/92 - 03/27/92

TELECOMMUNICATION SERVICES INC.  
 12221 S.W. 129TH COURT  
 SUITE 200  
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CURRENT ACCOUNT ACTIVITY

USAGE CHARGES:

PRODUCT TYPE: 362 - ONLINE CALLING CARD  
 INTRASTATE  
 INTERSTATE  
 INTRASTATE DIR ASST  
 INTERSTATE DIR ASST  
 INTERNATIONAL  
 PRODUCT TYPE: 816 - ACCUMULATED SW  
 INTRASTATE  
 INTERSTATE  
 PRODUCT TYPE: 548 - SWITCHLESS RESELLER  
 INTRASTATE  
 INTERSTATE  
 INTRASTATE DIR ASST  
 INTERSTATE DIR ASST  
 INTERNATIONAL

2,311.86  
 74.52  
 .50  
 .64  
 1,587.66  
 5,182.98  
 4,371.17  
 8,196.59  
 19,448.24  
 171.00  
 413.76  
 17,726.75  
 -----  
 59,707.13

SUBTOTAL

MAGNETIC TAPE MONTHLY

75.00

VOLUME DISCOUNT

(1,281.00)

TOTAL CURRENT CHARGES

58,701.13

PREVIOUS BALANCE

724,763.18

PAYMENT - THANK YOU

(100,000.00)

PAYMENT - THANK YOU

(20,000.00)

TOTAL AMOUNT DUE ----->

663,466.36



1515 S. Federal Hwy., Suite 408  
 Boca Raton, Florida 33432-7404  
 1-800-228-5043 (Customers within FL & GA)  
 1-800-432-5043 Ext. 3 (Customers outside FL & GA)  
 To Report Technical Difficulties 1-800-228-5040

ATC  
 1515 SOUTH FEDERAL HIGHWAY  
 SUITE 400  
 BOCA RATON, FL 33432-7404

CUSTOMER NO: 220002  
 INVOICE NO: 22000227  
 INVOICE DATE: 05/02/92  
 SERVICE PERIOD:  
 03/28/92 - 04/27/92

TELECOMMUNICATION SERVICES INC.  
 12221 S.W. 129TH COURT  
 SUITE 200  
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
<b>DAY USAGE:</b>				
INTERNATIONAL	4,423	17,644.7		8,249.16
TRAVEL SERVICE	1,156	3,708.0	.1900	714.52
INBOUND 800	24,158	67,028.3	.2100	14,075.94
INTRALATA	3,805	10,517.6	.1200	1,262.11
INTRASTATE	3,946	10,907.4	.1250	1,363.43
INTERSTATE ON NET	18,027	49,830.8	.1400	6,976.31
INTERSTATE OFF NET	7,805	21,573.6	.1500	3,236.04
<b>SUBTOTAL</b>	<b>63,320</b>	<b>181,210.4</b>		<b>35,887.51</b>
<b>EVENING USAGE:</b>				
TRAVEL SERVICE	511	3,467.3	.1600	554.77
INBOUND 800	4,051	13,701.4	.2100	2,877.29
INTRALATA	501	2,706.2	.1200	324.74
INTRASTATE	530	2,861.0	.1250	357.63
INTERSTATE ON NET	3,112	16,796.1	.1400	2,351.15
INTERSTATE OFF NET	720	3,884.7	.1500	582.71
<b>SUBTOTAL</b>	<b>9,425</b>	<b>43,416.7</b>		<b>7,048.59</b>
<b>NIGHT/WEEKEND USAGE:</b>				
TRAVEL SERVICE	268	1,623.4	.1600	259.74
INBOUND 800	3,385	8,457.5	.2100	1,776.08
INTRALATA	149	951.1	.1200	102.13
INTRASTATE	177	1,012.9	.1250	126.51
INTERSTATE ON NET	1,500	8,574.6	.1400	1,200.44
INTERSTATE OFF NET	271	1,548.8	.1500	232.32
<b>SUBTOTAL</b>	<b>5,750</b>	<b>22,068.3</b>		<b>3,697.22</b>
<b>CREDIT 15% DOMESTIC USAGE</b>				<b>(5,754.54)</b>
<b>CURRENT BALANCE</b>				<b>40,878.78</b>
<b>PREVIOUS BALANCE</b>				<b>750,931.57</b>
<b>PAYMENT - THANK YOU</b>				<b>(100,000.00)</b>
<b>TOTAL AMOUNT DUE ----</b>				<b>691,810.03</b>

DOCKET NO. 951232-TI  
 Witness: Douglas S. Metcalf  
 Exhibit (DSM-2)  
 Page 5 of 10

ACCOUNTING





1515 S. Federal Hwy., Suite 400  
 Boca Raton, Florida 33432-7404  
 1-800-228-5043 (customers within FL & GA)  
 1-800-432-5043 Ext. 3 (customers outside FL & GA)  
 To Report Technical Difficulties 1-800-228-5040

ATC  
 1515 SOUTH FEDERAL HIGHWAY  
 SUITE 400  
 BOCA RATON, FL 33432-7404

CUSTOMER NO: 220002  
 INVOICE NO: 22000217  
 INVOICE DATE: 05/02/92  
 SERVICE PERIOD:  
 03/28/92 - 04/27/92

TELECOMMUNICATION SERVICES INC.  
 12221 S.W. 129TH COURT  
 SUITE 200  
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	4,423	17,644.7		5,249.16
TRAVEL SERVICE	1,156	3,708.0	.1900	704.52
INBOUND 800	24,158	67,028.3	.2100	14,075.94
INTRALATA	3,805	10,517.6	.1200	1,262.11
INTRASTATE	3,946	10,907.4	.1250	1,363.43
INTERSTATE ON NET	18,027	49,830.8	.1400	6,976.31
INTERSTATE OFF NET	7,805	21,573.6	.1500	3,236.04
SUBTOTAL	63,320	181,210.4		35,887.51
EVENING USAGE:				
TRAVEL SERVICE	511	3,467.3	.1600	554.77
INBOUND 800	4,051	13,701.4	.2100	2,877.29
INTRALATA	501	2,706.2	.1200	324.74
INTRASTATE	530	2,861.0	.1250	357.50
INTERSTATE ON NET	3,112	16,796.1	.1400	2,351.45
INTERSTATE OFF NET	720	3,884.7	.1500	582.71
SUBTOTAL	9,425	43,416.7		7,048.59
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	268	1,623.4	.1600	269.74
INBOUND 800	3,388	8,457.5	.2100	1,775.09
INTRALATA	149	851.1	.1200	102.53
INTRASTATE	177	1,012.9	.1250	126.61
INTERSTATE ON NET	1,500	8,574.6	.1400	1,200.44
INTERSTATE OFF NET	271	1,548.8	.1500	252.32
SUBTOTAL	5,750	22,068.3		3,697.72
CREDIT 15% DOMESTIC USAGE				(5,754.54)
CURRENT BALANCE				40,878.78
PREVIOUS BALANCE				750,931.57
PAYMENT - THANK YOU				(100,000.00)
CREDIT (3 BOXES)				(51,486.75)
TOTAL AMOUNT DUE ---				640,322.57

DOCKET NO. 951232-TI  
 Witness: Douglas S. Metcalf  
 Exhibit (DSM-2)  
 Page 6 of 10

LCS070.20  
Customer:

ATC LONG DISTANCE  
220002 TSI

On-Line Billing Inquiry 5/11/92  
16:56:35

TSI  
12221 SW 129TH COURT  
MIAMI, FL 33186-0000

CUSTOMER NUMBER:  
INVOICE NUMBER: 22  
INVOICE DATE: 04  
SERVICE DATE: 02  
PREVIOUS CUSTOMER NUMBE

SUMMARY OF CHARGES

PREVIOUS BALANCE	0.00
TOTAL BALANCE FORWARD	0.00
CURRENT USAGE CHARGES	59,907.18
RECURRING CHARGES	75.00
CURRENT CHARGES DUE	59,982.18
LESS VOLUME DISCOUNT(*)	1,281.00 +

F3-Exit F10-Top F11-Bottom F12-Previous F17-Subset F19-Left F20-Right F21-Print  
Press HELP for assistance (c) Copyright 1991, EDS  
04-02 SA MW KS IN II S1 ATC400A KB

LCS070.20  
Customer:

ATC LONG DISTANCE  
220002 TSI

On-Line Billing Inquiry 5/11/92  
16:56:35

PLUS TOTAL BALANCE FORWARD	0.00
TOTAL AMOUNT DUE	58,701.18

\* YOU HAVE EARNED A VOLUME DISCOUNT CREDIT  
OF \$1281.00 BASED ON THE USAGE LEVEL YOU ATTAINED.

TSI  
12221 SW 129TH COURT  
MIAMI, FL 33186-0000

CUSTOMER NUMBER:  
INVOICE NUMBER: 22  
INVOICE DATE: 04  
SERVICE DATE: 02  
PREVIOUS CUSTOMER NUMBE

CURRENT ACCOUNT ACTIVITY

USAGE CHARGES:  
PRODUCT TYPE: 362 - ONLINE CALLING CARD .194 +

F3-Exit F10-Top F11-Bottom F12-Previous F17-Subset F19-Left F20-Right F21-Print  
Press HELP for assistance (c) Copyright 1991, EDS

LCS070.20 ATC LONG DISTANCE On-Line Billing Inquiry 5/11/92  
 Customer: 220002 TSI 16:56:35

INTRASTATE		2,431.86
INTERSTATE		574.52
INTRASTATE DIR ASST		0.50
INTERSTATE DIR ASST		0.64
INTERNATIONAL		1,387.66
PRODUCT TYPE: 816 - ACCLAIM! 800 SW		
INTRASTATE		5,182.88
INTERSTATE	<i>210</i>	4,371.17
PRODUCT TYPE: 548 - SWITCHLESS RESELLER		
INTRASTATE - .12		8,196.59
INTERSTATE - .125		19,448.24
INTRASTATE DIR ASST		171.00
INTERSTATE DIR ASST		415.36
INTERNATIONAL		17,726.76
SUB-TOTAL		59,907.18

*198 - day  
162 - eve. drive*

RECURRING CHARGES: +

F3-Exit F10-Top F11-Bottom F12-Previous F17-Subnet F19-Left F20-Right F21-Print  
 Press HELP for assistance (c) Copyright 1991, EDS  
 04-02 SA MW KS IM II S1 ATC400A KB

LCS070.20 ATC LONG DISTANCE On-Line Billing Inquiry 5/11/92  
 Customer: 220002 TSI 16:56:35

MAGNETIC TAPE MONTHLY FEE		75.00
SUB-TOTAL		75.00

TOTAL CURRENT CHARGES 59,982.18

TSI  
 12221 SW 129TH COURT  
 MIAMI, FL 33186-0000

CUSTOMER NUMBER:  
 INVOICE NUMBER: 22  
 INVOICE DATE: 04  
 SERVICE DATE: 02  
 PREVIOUS CUSTOMER NUMBE

SUMMARY OF USAGE BY TYPE AND RATE PERIOD  
 SERVICE: ONLINE CALLING CARD  
 SUMMARY OF INTRASTATE USAGE BY RATE PERIOD:

TOTAL	TOTAL	TOTAL	+
-------	-------	-------	---

LCS070.20 ATC LONG DISTANCE On-Line Billing Inquiry 5/11/92  
 Customer: 220002 TSI 16:56:35

RATE PERIOD	CALLS	MINUTES	CHARGE
DAY	630	2,430.00	608.72
EVENING	303	2,249.50	562.97
NIGHT	301	5,038.80	1,260.17

INTRASTATE TOTAL 1,234 9,718.30 2,431.86

SUMMARY OF INTERSTATE USAGE BY RATE PERIOD:

RATE PERIOD	TOTAL CALLS	TOTAL MINUTES	TOTAL CHARGE
DAY	128	441.70	166.10
EVENING	131	1,232.20	263.05
NIGHT	72	682.20	145.37

INTERSTATE TOTAL 331 2,356.10 574.52

DOMESTIC USAGE TOTAL 1,565 12,074.40 3,006.38

SUMMARY OF OTHER USAGE BY TYPE: +

LCS070.20 ATC LONG DISTANCE On-Line Billing Inquiry 5/11/92  
 Customer: 220002 TSI 16:56:35

USAGE TYPE	TOTAL CALLS	TOTAL MINUTES	TOTAL CHARGE
INTRASTATE DIR ASST	1	.90	.50
INTERSTATE DIR ASST	1	.35	.64
INTERNATIONAL	182	1,253.00	1,387.66

OTHER USAGE TOTAL 184 1,254.25 1,388.80

SERVICE TOTAL: 1,749 13,328.65 4,395.18

TSI  
 12221 SW 129TH COURT  
 MIAMI, FL 33186-0000

CUSTOMER NUMBER:  
 INVOICE NUMBER: 22  
 INVOICE DATE: 04  
 ESTIMATE DATE: 02

-----  
 F3-Exit F10-Top F11-Bottom F12-Previous F17-Subset F19-Left F20-Right F21-Print  
 Press HELP for assistance (c) Copyright 1991, EDS  
 04-02 SA MW KS IM II S1 ATC400A KB

LCS070.20 ATC LONG DISTANCE On-Line Billing Inquiry 5/11/92  
 Customer: 220002 TSI 16:56:35  
 -----

## SUMMARY OF USAGE BY TYPE AND RATE PERIOD

SERVICE: SWITCHLESS RESELLER

## SUMMARY OF INTRASTATE USAGE BY RATE PERIOD:

RATE PERIOD	TOTAL CALLS	TOTAL MINUTES	TOTAL CHARGE
DAY	14,081	36,817.90	5,941.59
EVENING	3,214	12,697.90	1,664.93
NIGHT	1,326	5,522.60	590.07
-----			
INTRASTATE TOTAL	18,621	55,038.40	8,196.59

## SUMMARY OF INTERSTATE USAGE BY RATE PERIOD:

RATE PERIOD	TOTAL CALLS	TOTAL MINUTES	TOTAL CHARGE
DAY	23,809	84,182.00	11,862.03
EVENING	5,955	39,713.20	4,982.03
NIGHT	3,751	24,558.60	2,604.18 +

-----  
 F3-Exit F10-Top F11-Bottom F12-Previous F17-Subset F19-Left F20-Right F21-Print  
 Press HELP for assistance (c) Copyright 1991, EDS  
 04-02 SA MW KS IM II S1 ATC400A KB

LCS070.20 ATC LONG DISTANCE On-Line Billing Inquiry 5/11/92  
 Customer: 220002 TSI 16:56:35  
 -----

INTERSTATE TOTAL	33,515	148,453.80	19,448.24
DOMESTIC USAGE TOTAL	52,136	203,492.20	27,644.83

## SUMMARY OF OTHER USAGE BY TYPE:

USAGE TYPE	TOTAL CALLS	TOTAL MINUTES	TOTAL CHARGE
INTRASTATE DIR ASST	342	289.15	171.00
INTERSTATE DIR ASST	649	579.35	415.36
INTERNATIONAL	4,957	23,412.30	17,726.76
-----			
OTHER USAGE TOTAL	5,948	24,280.80	18,313.12
-----			
SERVICE TOTAL:	58,084	227,773.00	45,957.95

-----

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Direct Testimony of Douglas S. Metcalf in Docket No. 951232-TI has been furnished by Hand Delivery (\*) and/or U.S. Mail to the following parties of record this 26th day of June, 1998:

Beth Keating, Esq.\*  
Division of Legal Services  
Room 370, Gunter Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Mr. Jon W. Zeder  
Mr. Wesley R. Parsons  
2601 South Bayshore Drive, Suite 1600  
Miami, FL 33133

  
\_\_\_\_\_  
Floyd R. Self