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May 25, 2001

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

HAND DELIVERY

RECEIVED-FPSC
01 MAY 25 PM 4:48
RECORDS AND REPORTING

Re: Docket No. 001810-TP

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of TCG South Florida and Teleport Communications Group ("TCG") are the following documents:

1. Original and fifteen copies of TCG's Motion to Compel and Request for Expedited Order; and
2. A disk in Word Perfect 6.0 containing a copy of the document.

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.

Sincerely,

Kenneth A. Hoffman

APP _____
 CAF _____
 CMP _____
 COM 3
 CTR _____
 ECR _____
 LEG 1
 OPC _____
 PAI _____
 RGO _____
 SEC 1
 SER _____
 OTH _____

KAH/rl

Enclosures

cc: All Parties of Record

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

06616 MAY 25 01

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of TCG South Florida and)
Teleport Communications Group for)
Enforcement of Interconnection Agreement)
with BellSouth Telecommunications, Inc.)
_____ /

Docket No. 001810-TP

Filed: May 25, 2001

**TCG SOUTH FLORIDA AND
TELEPORT COMMUNICATIONS GROUP'S
MOTION TO COMPEL AND REQUEST FOR EXPEDITED ORDER**

TCG South Florida and Teleport Communications Group ("TCG"), by and through its undersigned counsel, and pursuant to Rules 28-106.204(1) and 28-106.206, Florida Administrative Code, and Rule 1.380(a), Florida Rules of Civil Procedure, hereby moves to compel BellSouth Telecommunications, Inc. ("BellSouth") to respond to TCG's First Set of Requests for Production of Documents and First Set of Interrogatories on an expedited basis to allow TCG a reasonable amount of time to review the responses and documents for the purposes of preparing for further discovery, including depositions, in this proceeding. In support of this Motion, TCG states as follows:

1. On May 10, 2001, TCG served its First Set of Requests for Production of Documents and First Set of Interrogatories on BellSouth. On May 21, 2001, BellSouth filed specific objections to Document Requests No. 2, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17 and 18 and specific objections to Interrogatory Nos. 4, 5, 6 and 7.

2. TCG's discovery requests are reasonably calculated to lead to the discovery of admissible evidence concerning the issues in this proceeding. See Rule 1.280(b)(1), Florida Rules of Civil Procedure. Pursuant to Order No. PSC-01-0833-PCO-TP issued March 30, 2001, all discovery in the docket shall be completed by June 15, 2001. It is TCG's intention to depose

DOCUMENT NUMBER-DATE
06616 MAY 25 2001
FPSC-RECORDS/REPORTING

BellSouth's witnesses after BellSouth responds to TCG's First Set of Requests for Production of Documents and First Set of Interrogatories. TCG therefore respectfully moves the Commission to compel BellSouth to respond on an expedited basis.

BACKGROUND

3. Pursuant to Order No. PSC-01-0883-PCO-TP, the Commission has established issues relating to BellSouth's obligation to pay TCG reciprocal compensation for transporting and terminating Internet Service Provider ("ISP")-bound traffic pursuant to the Second BellSouth/TCG Agreement for deliberation and resolution in this docket. Among those issues are:

- Issue 2: Under the Second BellSouth/TCG Agreement are the parties required to compensate each other for delivery of traffic to ISPs?
- Issue 3: What is the effect, if any, of Order No. PSC-98-1216-FOF-TP, issued September 15, 1998 in Docket No. 980184-TP, (TCG Order) interpreting the First BellSouth/TCG Agreement requiring BellSouth to pay TCG for transport and termination of calls to ISPs, on the interpretation and application of the Second BellSouth/TCG Agreement?
- Issue 4(a): Has BellSouth breached the Second BellSouth/TCG Agreement by failing to pay TCG reciprocal compensation for transport and termination of local traffic as defined in the Second BellSouth/TCG Agreement for calls originated by BellSouth's end user customers and transported and terminated by TCG to ISPs?
- Issue 4(b): If so, what rates under the Second BellSouth/TCG Agreement should apply for the purposes of reciprocal compensation?
- Issue 5(a): Has BellSouth breached the Second BellSouth/TCG Agreement by failing to pay TCG switched access charges for telephone exchange service provided by TCG to BellSouth?
- Issue 5(b): If so, what rates under the Second BellSouth/TCG Agreement should apply for purposes of originating and terminating switched access charges for intraLATA toll traffic?

4. As explained below, TCG's discovery requests are well within the scope of and reasonably calculated to lead to admissible evidence concerning Issues 2, 3, 4(a), 4(b), 5(a) and 5(b).

TCG'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

5. Request for Production No. 2 states as follows:

Request No. 2: Produce all documents upon which BellSouth intends to rely or introduce into evidence at the hearing on this matter.

The documents requested in Request No. 2 are relevant to Issues 2, 3, 4(a) and 4(b) and 5(a) and 5(b). If they were not relevant, BellSouth would not be seeking to introduce them into evidence or relying on them at the hearing. BellSouth's objection to producing the above documents because the request is "premature" is specious. In TCG's First Request for Production of Documents to BellSouth, TCG stated as follows:

3. If any document request cannot be fully complied with, comply to the extent possible and specify the reasons for your inability to comply fully.

and

4. These document requests are continuing in nature and require supplemental responses should additional documents become available.

Therefore, BellSouth can and should comply with Document Request No. 2 and supplement their response if necessary. BellSouth has withheld in excess of \$9 million in reciprocal compensation due and owing to TCG, maintaining that they will not pay reciprocal compensation for ISP-bound traffic. Despite that fact that BellSouth refuses to comply with the reciprocal compensation dictates of the Second BellSouth/TCG Agreement by withholding monies it unilaterally characterizes as "ISP-bound traffic," TCG has yet to see a single document wherein

BellSouth has explained in any manner or fashion how it deems this traffic to be “ISP-bound” and what information BellSouth relies on to unilaterally conclude it was ISP-bound traffic to justify its withholding of payments of over \$9 million due and owing to TCG.

6. Request for Production No. 4 states as follows:

Request No. 4: Produce any reports, analysis papers, memoranda, or other documents that provide the underlying support for BellSouth's method for calculating the percentage of traffic it deems to be ISP-bound each month to justify its refusal to pay TCG in Florida for terminating that traffic under the terms of the interconnection agreement.

The information requested in Request No. 4 goes right to the heart of Issues 2, 3, 4(a), 4(b), 5(a) and 5(b). BellSouth’s objection to this request on the grounds that it is “overly broad and includes within its scope documents that are not likely relevant to this proceeding” is again specious. BellSouth has taken the position that it does not have to comply with the reciprocal compensation provisions of the Second BellSouth/TCG Agreement by claiming it is withholding payment for “ISP-bound traffic.” TCG is merely seeking to determine what criteria, if any, BellSouth utilizes to determine that certain local traffic is “ISP-bound” and how BellSouth quantifies its ISP-bound traffic. BellSouth has filed nothing with the Commission in the instant docket which would shed any light on or otherwise justify its unilateral refusal to pay reciprocal compensation for the approximately \$9 million worth of traffic that TCG has transported and terminated for BellSouth’s end user customers.

7. Request No. 5 states as follows:

Request No. 5: Produce any reports, analysis papers, memoranda, or other documents that explain BellSouth’s breakdown of minutes into interLATA toll, intraLATA toll, and ISP-bound minutes withheld for every invoice BellSouth received from TCG for the time period of July 1999 through July 2000.

The documents requested in Request No. 5 are relevant to Issue Nos. 4(a), 4(b), 5(a) and 5(b). BellSouth's objection to this request on the grounds that it is "overly broad and includes within its scope documents that are not likely relevant to this proceeding" is without merit. During the course of the Second BellSouth/TCG Agreement, TCG sent BellSouth monthly invoices that detailed the total minutes of use ("MOU") of BellSouth's traffic that TCG transported and terminated. In response to those invoices, BellSouth sent TCG partial payment, without advising TCG of its justification for not sending the entire balance due and owing, and without a breakdown of what portion of BellSouth's payments applied to intraLATA toll and ISP-bound traffic.¹

8. Request for Production No. 7 states:

Request No. 7: Produce all documentation that explains BellSouth's method for calculating the percentage of ISP-bound traffic that has been provided to TCG or to any other ALEC and how this percentage is applied to the overall total of minutes billed to BellSouth by TCG or by any other ALEC.

The documents sought in Request No. 7 are relevant to Issues 2, 3, 4(a) and 4(b). BellSouth's method for calculating the percentage of what it terms "ISP-bound traffic" is exactly what this case is about. As stated above, TCG has never been advised by BellSouth of how it

¹Attached as Exhibit A is a document previously filed as part of Composite Exhibit E to the Complaint. As shown in attached Exhibit A, on December 30, 1999, BellSouth notified TCG by letter that it was withholding 95% of the amount due to TCG for "ISP usage." TCG is unaware of how BellSouth calculated ISP usage at 95%.

Attached as Exhibit B is a document previously filed as Exhibit __ (FM-1), to the direct testimony of TCG witness Fran Mirando. For illustrative purposes, Exhibit B establishes that for November 1999, TCG billed BellSouth \$1,027,284.00 pursuant to the Second BellSouth TCG Agreement. BellSouth paid \$81,114.87, and withheld the balance at \$946,169.13. That \$946,169.13 balance for November 1999 remains unpaid today and is a portion of the amount disputed in the instant docket.

calculates what it has termed “ISP-bound traffic” in order to justify its withholding of payments due to TCG for transporting and terminating BellSouth’s local traffic.

Further, BellSouth’s method for calculating the percentage of ISP-bound traffic that has been provided to other ALECs is an issue that has been made relevant in this proceeding by BellSouth. In her prefiled direct and rebuttal testimony, BellSouth witness Shiroishi states that TCG is not entitled to reciprocal compensation for ISP-bound traffic because another ALEC, AT&T, has not sought reciprocal compensation from BellSouth for terminating BellSouth’s ISP traffic.² Although the legal support for Ms. Shiroishi’s contention is dubious at best, BellSouth clearly believes that its compensation arrangements with other ALECs are relevant to the disposition of the issues in this case (Issues 2, 3, 4(a) and 4(b)) as reflected by the testimony of Ms. Shiroishi.

9. Request for Document Request No. 8 states as follows:

Request No. 8: Produce the actual calculation(s) BellSouth performed to determine the intraLATA toll minutes in its payments to TCG from July 1999 through July 2000, showing all of the steps in the process BellSouth uses for determining total intraLATA toll minutes, providing an explanation of how and when the calculations are applied to the overall total minutes billed to BellSouth by TCG.

The documents requested in Request No. 8 are relevant to Issues 5(a) and 5(b). As stated above, after BellSouth received its bills from TCG pursuant to the Second BellSouth/TCG Agreement, BellSouth would merely remit portions of the amount due and owing to TCG, without adequate explanation as to why payments were being withheld. Some of those withheld payments were for local traffic, and some were for intraLATA toll minutes. The method BellSouth used to

²See prefiled direct testimony of BellSouth witness Elizabeth Shiroishi, pages 5 and 13, and prefiled rebuttal testimony of witness Shiroishi, page 4.

perform the actual calculations to determine the intraLATA toll minutes during the time period of the Second BellSouth/TCG Agreement is clearly relevant to the issues before the Commission. BellSouth's objection to this request to the extent it requires BellSouth to "exceed its obligations under the Florida Rules of Civil Procedure in order to provide a response" is without merit.

10. Request for Production of Document No. 9 states as follows:

Request No. 9: Produce the actual calculation(s) BellSouth performed to determine the interLATA toll minutes in its payments to TCG from July 1999 through July 2000, showing all of the steps in BellSouth's process for determining total interLATA toll minutes including how and when it is applied to the overall total of minutes billed to BellSouth by TCG.

The documents requested in Request No. 9 are relevant to Issues 5(a) and 5(b). These calculations are within the scope of discovery as they may provide relevant information regarding how BellSouth calculated amounts due and owing to TCG for intraLATA toll which is at issue in this case.

11. Request for Production of Document No. 10 states as follows:

Request No. 10: Produce the actual calculation(s) BellSouth performed to exclude what it deemed to be minutes traversing TCG's tandem switches in its withheld payments to TCG from July 1999 through July 2000, showing all of the steps in BellSouth's process for determining total minutes withheld including how and when it is applied to the overall total of minutes billed to BellSouth by TCG.

The documents sought to be produced in Request No. 10 are relevant to Issues 4(a) and 4(b). If the Commission finds that TCG is entitled to reciprocal compensation for transporting and terminating BellSouth's ISP-bound traffic, the next issue becomes the rate per minute at which BellSouth is obligated to pay. TCG maintains that it is entitled to be paid at the tandem

interconnection rate and the documents produced in response to Request No. 10 are relevant to the determination of whether TCG is entitled to these tandem rates.

12. Request for Production of Document No. 11 states as follows:

Request No. 11: Attached Exhibit 1 was sent by BellSouth to TCG and purports to be BellSouth's ISP MOU estimation process. Produce BellSouth's calculations regarding ISP-bound traffic, with full explanation, using Exhibit 1 and TCG invoices for the time period of July 1999 through July 2000.

The documents sought to be produced in Request No. 11 are relevant to Issues 2, 3, 4(a) and 4(b). As stated above in paragraph 5, BellSouth withheld approximately \$9 million due to TCG for reciprocal compensation for the time period of the Second TCG/BellSouth Agreement, claiming that TCG is not entitled to reciprocal compensation because it was transporting and terminating BellSouth's "ISP-bound traffic." To this day, BellSouth has not advised TCG, either orally or in writing, as to how it reached the conclusion that the calls in question were "ISP-bound". Exhibit 1 to TCG's First Request for Production of Documents is a document TCG received from BellSouth and purports to be BellSouth's ISP MOU estimation process. Request No. 11 requests BellSouth to produce the documentation supporting how its MOU estimation process was performed during the months of July 1999 through July 2000. This information is certainly relevant to determining the amount of reciprocal compensation BellSouth is required to pay TCG for ISP-bound traffic and determining the amount of ISP-bound traffic summarily excluded from payment by BellSouth.

13. Request for Production of Document No. 15 states as follows:

Request No. 15: Produce any FCC, Florida Public Service Commission, or Court Rulings or Orders that have required ALECs to accept and comply with a unilateral "notice" from BellSouth of its position to withhold payment for all ISP-bound traffic without arbitrating the issue before the Florida Public Service Commission.

The documents requested in Request No. 15 are relevant to Issues 2, 3, 4(a) and 4(b). In its Answer, and in the prefiled direct testimony of witness Shiroishi, BellSouth has asserted that it is not obligated to pay reciprocal compensation to TCG for its termination of BellSouth's traffic to ISPs, because BellSouth sent a letter to the ALECs and published on its web page a statement that it was not going to pay for ISP-bound traffic. It is this Commission, not BellSouth, that resolves issues such as whether ISP-bound traffic is subject to reciprocal compensation under the terms of interconnection agreements. The documents requested in Request No. 15 request BellSouth to provide any legal or regulatory authority that documents or supports BellSouth's position as outlined in Request No. 15.

14. Request for Production No. 16 states as follows:

Request No. 16: Produce any FCC, Commission, Court Rulings or Orders that have required ALECs to accept and comply with any ILEC's unilateral "notice" of its position to withhold payment for all ISP-bound traffic without arbitrating the issue.

The documents requested in Request No. 16 are relevant to Issues 2, 3, 4(a) and 4(b), for the same reasons stated in paragraph 13 which are incorporated herein by reference.

15. Request for Production No. 17 states as follows:

Request No. 17: Produce any Orders by the Florida Public Service Commission after BellSouth's August 12, 1997 letter to ALECs addressing whether ISP-bound traffic is treated as local in any of BellSouth's interconnection agreements.

The documents requested in Request No. 17 are relevant to Issues 2, 3, 4(a) and 4(b), for the reasons stated in paragraph 13 which are incorporated herein by reference.

16. Request for Production No. 18 states as follows:

Request No. 18: Produce any correspondence that show an acceptance by an ALEC in the state of Florida of BellSouth's notice of withholding payment for ISP-bound traffic by the ALEC ceasing billing BellSouth for this traffic.

The documents sought to be produced in Request No. 18 are relevant to Issues 2, 3, 4(a) and 4(b). As TCG stated above in paragraph 8, BellSouth witness Shiroishi, in her direct testimony, took the position that TCG is not entitled to reciprocal compensation for ISP-bound traffic because another ALEC, AT&T, has not sought that compensation. The documents requested in Request No. 18 are those documents that would either support or conflict with Ms. Shiroishi's statement, and have been made relevant to this proceeding through the prefiled direct and rebuttal testimony of BellSouth witness Shiroishi.

TCG'S FIRST SET OF INTERROGATORIES

17. Interrogatory No. 4 states as follows:

Interrogatory No. 4: State the total dollar amount of reciprocal compensation that BellSouth has not paid to TCG as a result of BellSouth excluding from its payments the minutes it deemed to be ISP-bound traffic from February 8, 1996 through April 30, 2001 for the state of Florida.

The information requested in Interrogatory No. 4 is relevant to Issues 2, 3, 4(a) and 4(b). BellSouth has refused to pay reciprocal compensation to TCG for its termination of BellSouth's traffic that BellSouth terms "ISP-bound." As stated above, TCG is unaware of how BellSouth determines what traffic is "ISP-bound." It is certainly relevant and in fact central to the issues in this docket how BellSouth calculates its ISP-bound traffic for the period of the Second BellSouth/TCG Agreement. TCG is further entitled to know how BellSouth calculated its purported "ISP-bound traffic" that TCG terminated both prior and subsequent to the Second BellSouth/TCG Agreement to assist TCG and the Commission in determining whether BellSouth's method for calculating ISP-

bound traffic is accurate or reliable. BellSouth's method of calculating its purported "ISP-bound traffic" for the time periods requested in Item No. 4 are reasonably calculated to lead to the discovery of admissible evidence concerning the reliability of BellSouth's calculations of "ISP-bound traffic."

18. Interrogatory No. 5 states as follows:

5: State the total amount of MOUs that BellSouth has excluded from its payments to TCG as a result of BellSouth's calculations of ISP-bound traffic from February 8, 1996 through April 30, 2001 for the state of Florida.

The information requested in Interrogatory No. 5 is relevant to Issues 2, 3, 4(a) and 4(b), for the reasons stated in paragraph 17 which are incorporated herein by reference.

19. Interrogatory No. 6 states as follows:

6. State the total dollar amount of reciprocal compensation that BellSouth has not paid to all ALECs as a result of BellSouth's excluding from its payments the minutes it deemed to be ISP-bound traffic from February 8, 1996 through April 30, 2001 for the state of Florida.

The information requested in Interrogatory No. 6 is relevant to Issues 2, 3, 4(a) and 4(b), for the reasons stated in paragraph 17 which are incorporated herein by reference.

20. Interrogatory No. 7 states as follows:

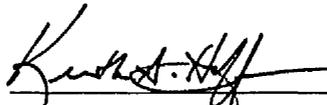
7: State the total amount of MOUs for which BellSouth has refused compensation for ISP-bound traffic to all ALECs based on its calculations from February 8, 1996 through April 30, 2001 in the state of Florida.

The information requested in Interrogatory No. 7 is relevant to Issues 2, 3, 4(a) and 4(b), for the reasons stated in paragraph 17 which are incorporated herein by reference.

WHEREFORE, for the foregoing reasons, TCG respectfully requests that the Prehearing Officer issue an Order granting this Motion and compelling BellSouth to fully respond to TCG's

First Set of Requests for Production of Documents Nos. 2, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17 and 18 and AT&T Interrogatory Nos. 4, 5, 6 and 7 on an expedited basis to allow TCG a reasonable amount of time to review and analyze the interrogatory responses and documents prior to engaging in further discovery in this docket.

Respectfully submitted,



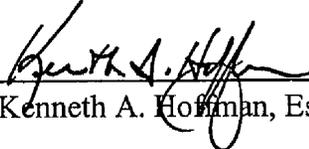
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Tallahassee, FL 32301
(850) 681-6788 (telephone)
(850) 681-6515 (telecopier)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery this 25th day of May, 2001 to the following:

Nancy B. White, Esq.
James Meza, III, Esq.
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 N. Monroe Street, Suite 400
Tallahassee, FL 32301

Patricia Christensen, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard, Room 370
Tallahassee, FL 32399-0850



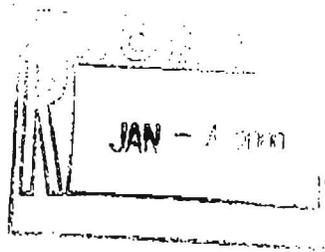
Kenneth A. Hoffman, Esq.

AT&T/1810.expedite

BellSouth Telecommunications, Inc.

600 North 19th Street 7th FL
Birmingham, AL 35203

December 30, 1999



TCG/AT&T
Attn: Fran Miranda
2 Teleport Drive
Staten Island, NY 10311

FL
11/99

Re: Payment and Disputed billing on (*Invoice Account*) 1868583.

Dear Sir or Madam:

BellSouth is withholding payment in the amount of \$195,894.86 due to Internet Service Provider (ISP) Usage and Incorrect rates. BellSouth is deducting 95% for ISP usage, then applying the appropriate 97.6% PLU, IntraLata rate of .02643, and Local rate of .002 to determine the amount of usage to pay. BellSouth is also withholding payment in the amount of \$644,546.72 for Interstate usage invoiced.

Enclosed are payments for the attached list of invoices. Please apply payment as noted on the attachment.

Our address has changed. Your assistance is needed to ensure timely receipt of the invoices/bills to BellSouth, please verify that all accounts reflect the following address:

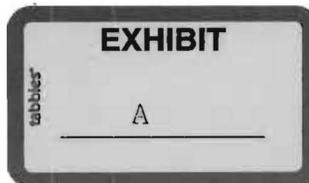
BellSouth Telecommunication, Inc.
ATTN: Interconnection Purchasing Center
600 North 19th Street
7th Floor
Birmingham, AL 35203

Please contact Carla Murphy at 205 714-0206, if you have questions or would like to discuss.

Sincerely,

Carla Murphy

Carla Murphy
Service Representative



Invoice Date	Total Billed	Credits	Amount Paid by BellSouth	Amount Past Due	Late Payment Charges
Jul-99	\$190,665.04	\$0.00	\$83,761.22	\$106,903.82	\$27,822.61
Aug-99	\$308,816.87	\$0.00	\$155,844.87	\$152,972.00	\$36,799.47
Sep-99	\$1,064,616.54	\$0.00	\$208,594.50	\$856,022.04	\$173,182.13
Oct-99	\$1,393,827.19	\$0.00	\$202,697.32	\$1,191,129.87	\$220,484.30
Nov-99	\$1,027,284.00	\$0.00	\$81,114.87	\$946,169.13	\$157,334.63
Dec-99	\$1,044,737.97	\$0.00	\$99,119.80	\$945,618.17	\$143,329.52
Jan-00	\$1,076,245.98	\$0.00	\$99,920.96	\$976,325.02	\$131,803.88
Feb-00	\$1,084,252.41	\$0.00	\$98,852.36	\$985,400.05	\$119,730.79
Mar-00	\$2,059,857.80	\$7,931.46	\$1,142,890.92	\$909,035.42	\$114,174.73
Apr-00	\$1,126,471.98	\$0.00	\$116,799.88	\$1,009,672.10	\$92,730.28
May-00	\$1,624,899.56	\$47,728.19	\$701,260.01	\$875,911.36	\$65,693.35
Jun-00	\$1,006,256.76	\$0.00	\$140,684.30	\$865,572.46	\$54,044.61
TOTAL	\$13,007,932.10	\$55,659.65	\$3,131,541.01	\$9,820,731.44	\$1,337,130.30

