

ORIGINAL

ADORNO & ZEDER
A PROFESSIONAL ASSOCIATION

2601 SOUTH BAYSHORE DRIVE
SUITE 1800
MIAMI, FLORIDA 33133
TELEPHONE (305) 858-5555
FACSIMILE (305) 858-4777
WORLD WIDE WEB <http://www.adorno.com>

WESLEY R. PARSONS

WRITER'S DIRECT NO

(305) 860-7065

April 6, 1998

Federal Express

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

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
APR - 7 PM 12: 20
MAIL ROOM

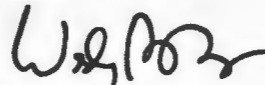
ATC v. TSI
Docket No.: 951232-TI

Dear Ms. Bayó:

Enclosed for filing with the Public Service Commission are an original and fifteen copies of TSI's Opposition to Motion to Compel Answers to Interrogatories

Also enclosed is an additional copy of the filing, and a self-addressed stamped envelope. Please file-stamp and return the copy in the envelope.

Sincerely,



Wesley R. Parsons

- ACK _____
- AFA 3
- APP _____
- CAF _____
- CMU 3 WRP/crm
- CTR _____ Enclosures
- EAC _____
- LE Keating
- LI 3
- OI _____
- RCI _____
- SEC 1
- WAS _____
- OTH _____

11677.000/1454 RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01 001 APR -7 98

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 951232-TI
FILED: October 17, 1995

In Re: Dade County Circuit Court referral of)
certain issues in Case No. 92-11654 CA 11)
(Transcall America, Inc. vs. Telecommunications)
Services, Inc. and Telecommunications Services,)
Inc. vs. Transcall America, Inc. and Advanced)
Telecommunications Corp.) that are within the)
Commission's jurisdiction.)

**TSI'S OPPOSITION TO TRANSCALL'S MOTION
TO COMPEL ANSWERS TO INTERROGATORIES**

Defendant, Telecommunications Services, Inc. ("TSI"), opposes the Motion to Compel Answers to Interrogatories of Plaintiff, Transcall America, Inc. d/b/a ATC Long Distance ("Transcall"). Transcall contrives to manufacture a discovery dispute where none actually exists, and is wrong on the facts and the law. For example, Transcall seems to contend, without explanation, that it is less able to inspect and analyze its own records than is TSI, and demands that TSI perform Transcall's desired organization and audit of its own records, but at TSI's expense, despite the fact that TSI has already audited the same records, and made its results and all source documents available to Transcall. Transcall even complains about the organization of its own call detail, which TSI alone of the parties has maintained over the years at its expense, and which TSI has preserved in the exact state received by it from Transcall. Indeed, Transcall has even complained about the format in which its own records were produced to it, without the benefit of even having looked at the records, which it did not bother to do until after it filed this motion. Transcall's motion, lacking any sort of reasonable basis, should be denied.

DOCUMENT NUMBER - DATE

04001 APR -78

FPS-COMMUNICATIONS PORTING

I. TSI Responded Timely, Lawfully, and Appropriately to Transcall's Burdensome Discovery Requests.

On January 6, 1998, Transcall served three sorts of discovery on TSI: a request for production of documents, a set of 221 fact interrogatories, and a set of expert interrogatories. In its motion, Transcall fails to mention two of the discovery requests -- the document request and the expert interrogatories -- because these undermine Transcall's theory that TSI has somehow wronged Transcall by literally opening its doors for Transcall's inspection. TSI timely responded, without the need for an extension, to Transcall's request for production of documents on February 11, 1998,¹ and responded to Transcall's expert interrogatories on February 26, 1998, with the need of one enlargement of time. (Copies of this discovery are attached hereto as Exhibits A and B, respectively.)

A. The Nature of TSI's Response to Transcall's Fact Interrogatories.

TSI responded timely to Transcall's fact interrogatories (despite the fact they violated subsection (b) of the "Discovery" section of the Commission's Order Establishing Procedures, issued January 21, 1998, in that they exceeded 200 in number) on March 10, 1998. The interrogatories principally concerned information on the call detail records provided by Transcall to TSI during their relationship. These interrogatories, about documents generated by Transcall, were not propounded by Transcall with any intention of actually seeking to elicit meaningful information from TSI. They were propounded to either require TSI to investigate -- on Transcall's terms, with Transcall's methodology, but with TSI's money and energy -- allegations that Transcall should have investigated

¹ Transcall waited to inspect the documents produced by TSI until March 25, 1998, although they were available as of the date of TSI's response to Transcall's request.

long ago. To these interrogatories, TSI, pursuant to Rule 1.340(c), Florida Rules of Civil Procedure, directed Transcall to the records of TSI (that is, the call detail records originally created by Transcall), and invited Transcall (as it had done earlier in its response to Transcall's document request) to inspect and copy those records. Since TSI was pursuing its own audit of Transcall's bills, using a sampling procedure currently encompassing two months out of the approximately two years of the parties' billing, TSI further produced to Transcall a preliminary report from its auditing expert, and agreed to produce a comprehensive report, when that report was done. The draft comprehensive report was, in fact, produced to Transcall on March 24, 1998, a few days after it was completed.

It is important to understand the bounds of Transcall's demands in its discovery. Although Transcall has commissioned no audit of its own, nor done any investigation of TSI's allegations, and has shown no propensity to set knowledgeable witnesses for deposition, Transcall has demanded that TSI, in the guise of Transcall's interrogatories, create an audit for Transcall of the billing errors identified by TSI from Transcall's records. Moreover, it is not enough for Transcall that TSI has, in fact, done such an audit, and has made its findings available to Transcall. Transcall wants its own documents audited by TSI in its own particular idiosyncratic way, in its time frame, but not at its cost.

B. TSI's Production of Documents to Transcall.

TSI offered to open its records to Transcall in its response to Transcall's document request on February 11, 1998, and in again in its responses to Transcall's interrogatories on March 10, 1998, all within the time limits imposed by the Florida Rules of Civil Procedure and the Rules of the Commission. Despite these timely offers, Transcall deferred making an appointment to inspect the documents until March 25, 1998, when it examined 29 boxes of documents at the offices

of TSI's auditing expert, and 55 boxes of documents in storage at TSI's warehouse, and arranged for copying of those documents it desired.

Contrary to Transcall's prediction in its motion, the 29 boxes of documents were produced in an orderly and organized manner. The documents were readily identifiable because each single box contained one type of document, and the sort of document was indicated on the side of the box. For example, one box was designated "ATC bills to TSI and TSI bank statements." Two other boxes were called "TSI customer contracts (A-I)" and "TSI customer contracts (J-Z)." Within the boxes, different sorts of information were organized in folders, which were identified by labels on the folders or dividers. For the 55 boxes at the warehouse, approximately 90 to 95 percent of these boxes simply contained "greenbars" (computer printout) call detail record information and summaries. The "greenbars" are in the same state and organized in the same fashion that they were received from Transcall. The date of the "greenbars" can be discerned from simply looking at the top page in the box.

Transcall's complaint (made in its motion before it ever saw the production) that it would be denied an index is thus disingenuous and wrong. Moreover, TSI's attorney oversaw and assisted Transcall's attorneys in these document examinations. TSI's counsel is available to further describe the contents of boxes if this is necessary above and beyond the identifying information on the side of the box, from the folders in the box, captions and folders in the box, and on the first page of the "greenbars." Transcall's attorneys should have inspected the boxes and learned what they contained and how they were organized before filing a motion to compel claiming they had been denied identifying information and an index.

Transcall's motion primarily concerns the call detail record, which makes up two

boxes of documents at the auditor's office and fifty-plus of the documents in the warehouse. These are documents originally generated by Transcall. As an example, one page of a call retail record and one page of a summary of the same are attached hereto as Exhibit C.

Transcall is basically seeking to force TSI to do a make-work reorganization of the boxes of Transcall-originated call detail record, a reorganization that is not within the capability of TSI, will not lead to a higher degree of justice in this case, and is a task which, if it should be undertaken at all, should be undertaken by Transcall. Essentially, Transcall wants TSI to take the 50-plus boxes of Transcall's call detail record, categorize them by the type of error each record contains, comment on the record in various burdensome and unnecessary fashions, and then present this all to Transcall for its perusal, at which time Transcall will undoubtedly find other frivolous grounds on which to demand better answers. If Transcall believes that this task is something that will actually educate Transcall about the billing irregularities at issue in this case, it is free to undertake it, if and when Transcall ever audits its bills. TSI has hired an auditing firm and has selected two sample months, has analyzed each call detail record for those months, and categorized the call detail records by the sort of irregularity indicated. The source documents, i.e., the billing records, have been made available to Transcall, and the worksheets reflecting the categorization of the call detail records into various sorts of billing errors will be made available to Transcall at the deposition of TSI's expert, exactly as Transcall has requested.

Four other points are noteworthy in this contrived discovery dispute. First, only one party to this litigation has actually retained the billing records generated by Transcall, and that is TSI, despite the fact that TSI was essentially driven out of business by Transcall and its predecessor, and had to preserve its records through the destruction of Hurricane Andrew in August 1992. Transcall,

on the other hand, claims that its billing records were preserved neither on microfiche nor in backup magnetic tape, and are not available. Supposedly, call detail records from the Miami switch that handled TSI's traffic are available for selected months, but Transcall has apparently done no analysis of the tapes to determine whether the information is recoverable. (See Exhibit G hereto, ¶¶ 2, 6.)

Second, Transcall has not even retained an expert (see interrogatory answers attached hereto as Exhibit B), and two witnesses designated by Transcall to speak on behalf of it at the depositions during the week of March 23, 1998 (Joseph Holop and Brian Sulmonetti), both testified that they had not been designated as experts, knew of no person who had been designated as an expert, and did not know of any corporate investigation currently ongoing about TSI's allegations.

Third, although Transcall is quick to demand TSI undertake burdensome investigations, Transcall does not shrink from claiming "undue burden" when asked to review documents in storage, when it suits its purpose. Transcall refused to produce documents on grounds that it would be greatly burdened by doing so numerous times its own responses to TSI's First and Third Request for Production of Documents. (See Responses to First Request, attached hereto as Exhibit D, Nos. 4, 7, 8, 11, 12, 14, 16, 18, and 19; and Responses to Third Request, attached hereto as Exhibit A, Nos. 1, 2, 3, 6, 7, 8, 11, 12, 13, 14, 15, 19, 20, 22, 33, 34, 35, 37, 38, 39, 40, 41, 43, and 44.) The ground of burdensomeness was explained by Brian Sulmonetti, Transcall's designated witness on its document production, as follows:

QUESTION: . . . Can you tell me what is burdensome about producing some of those documents?

ANSWER: Because we all have real jobs out there, and in order to stop them -- we would have to pull people off their real job, and not make money for this company. I mean, it is burdensome. These documents, if they exist, are almost ten years old now.

(Exhibit E hereto.)

Fourth, Transcall's position--that it simultaneously received too little information and too much--is incoherent. Transcall should not be allowed to simultaneously assert that TSI's interrogatory answers were insufficiently informative, and that TSI has produced a "mass" of documents to Transcall. Transcall received the information that it requested. The nature of the large volume of documents produced was the natural result of Transcall's overbroad discovery requests, which are largely unlimited in the information they seek. Since the relationship between TSI and Transcall was marred by constant billing irregularities, it is not surprising that the interrogatories as framed by Transcall triggered the production of large numbers of documents. Transcall's claiming that its interrogatories are appropriately limited because they only refer to the alleged billing errors is like saying that the FSU Seminoles' offense is limited because it only consists of passing, running, and kicking.

TSI's openness in discovery should be contrasted to Transcall's intransigence. TSI has requested Transcall's call detail record from the Miami switch that carried TSI's traffic. TSI was first told the tapes that should contain these records did not exist (Exhibit D, Response to Request No. 17), and then that some tapes had been located and would be produced subject to a confidentiality agreement, which TSI executed (Exhibit F hereto, ¶ 1), and then that the tapes would not be produced to TSI, but only to a computer consultant that Transcall required TSI to retain (Exhibit G hereto, ¶ 6). TSI has never received this information. The call detail records from the switch are absolutely vital information that Transcall should not be allowed to withhold.

II. The Florida Rules and Case Law Support TSI's Responses to Transcall's Interrogatories.

TSI relies on Florida Rule of Civil Procedure 1.340(c), which provides:

(c) **Option to Produce Records.** When the answer to an interrogatory may be derived or ascertained from the records of the party to whom the interrogatory is directed or from an examination, audit, or inspection of the records or from a compilation, abstract, or summary based on the records and the burden of deriving or ascertaining the answer is substantially the same for the party serving the interrogatory as for the party to whom it is directed, an answer to the interrogatory specifying the records from which the answer may be derived or ascertained and offering to give the party serving the interrogatory a reasonable opportunity to examine, audit, or inspect the records and to make copies, compilations, abstracts, or summaries is a sufficient answer. An answer shall be in sufficient detail to permit the interrogating party to locate and to identify, as readily as can the party interrogated, the records from which the answer may be derived or ascertained, or shall identify a person or persons representing the interrogated party who will be available to assist the interrogating party in locating and identifying the records at the time they are produced.

According to Wright & Miller, in *8A Federal Practice and Procedure* § 2178 at 328, 329 (1994), "through [the option of designating business records], the courts put the burden of extracting and collating the information on the parties seeking it in cases in which it would be time-consuming and expensive to extract data from the records. One requirement is that the burden of ascertaining the information be substantially similar." According to *Wright & Miller*, "if the burden is not substantially greater for the interrogating party, however, the fact that it is a heavy burden does not take away the option of the responding party to refer to the records rather than compiling the answer." *Id.* at 335. Transcall has not even attempted to demonstrate how the inspection and analysis of records originally generated by itself could be more burdensome for it than for TSI.

TSI submits that the controlling case is *Florida Department of Professional Regulation v. The Florida Psychological Practitioners Association*, 483 So. 2d 817 (Fla. 1st DCA

1986). In this case, The Florida Psychological Practitioners Association ("FPPA") requested the names, addresses, educational background, and professional experience for every person licensed by the state as a psychologist, social worker, or therapist. The State Board of Psychology within the Department of Professional Regulation ("DPR"), noting that the request involved approximately 5,541 persons, opened the board's microfilm records to the FPPA, invoking Rule 1.340(c). The DPR argued that the burden of ascertaining the information sought was substantially the same for both parties, and thus should be borne by the FPPA, if it truly needed the information. The FPPA demanded that the search be done by the board. On appeal, the First District Court of Appeal found that the FPPA had failed to develop evidence that "searching the micro-film would be more burdensome for FPPA than for DPR." Moreover, "DPR's response complies with requirement of Rule 1.340(c)." Accordingly, the appellate court upheld the invocation of Rule 1.340(c).

Similarly, in this case, Transcall has failed to make a case that analyzing the call detail record would be more burdensome for it than TSI. If anything, the opposite is true, since Transcall originally created the records. Moreover, TSI's analysis and source documents are being made available to Transcall.

These are strong policy reasons why courts condemn plaintiffs like Transcall who demand other parties do their work for them. One party should not be required to create work product for another under the guise of segregating and culling documents and information for production. As the Eighth Circuit Court of Appeals held in *Shelton v. American Motors Corp.*, 805 F.2d 1323 (8th Cir. 1986):

In cases that involve reams of documents in extensive document discovery, the selection and compilation of documents is often more crucial than legal research. We believe Burns' selective review of

AMC's numerous documents was based upon her professional judgment of the issues and defenses involved in the case. This mental selective process reflects Burns' legal theories, which are protected as work product.

Id. at 1329. See also *Sporck v. Peil*, 759 F.2d 312, 315 (3d Cir. 1985), *cert. denied*, 474 U.S. 903 (1985) ("Because identification of the documents as a group will reveal defense counsel's selection process, and thus its mental impressions, petitioner argues that identification of the documents as a group must be prevented to protect defense counsel's work product. We agree.").

Transcall cites to three cases which it claims supports its position, but which in fact do not. First, in *Matthews v. USAir, Inc.*, 882 F. Supp. 274 (D.N.D.N.Y. 1995), the court refused to allow a respondent to direct "the seeking party to an undifferentiated mass of business records which may or may not answer the interrogatory." 882 F. Supp. at 275. Of course, the current situation is completely different: the call detail records to which Transcall has been directed are highly organized, are in fact Transcall's own creation, and could be just as easily analyzed by Transcall as they were by TSI.

Second, Transcall cites to *Summit Chase Condominium Ass'n v. Protean Investors, Inc.*, 421 So. 2d 562 (Fla. 3d DCA 1982). *Summit Chase* is distinguishable because it dealt with a responding party that produced only an expert's report in response to interrogatories. TSI, on the other hand, has produced a complete set of source documents consist of call detail records, created by Transcall, for Transcall to review. Moreover, it is questionable whether *Summit Chase* is good law any longer. Two years after the decision, the Supreme Court revised Rule 1.340(c) "to add the requirement of detail in identifying records when they are produced as an alternative to answering the interrogatory or to designate the person who will locate the records." Florida Rules of Court 107

(West 1998) ("Court Commentary" on 1984 amendment to 1.340(c)). With the requirement that this additional information be provided, the problem the Third District perceived of referring to outside documents in *Summit Chase* has been ameliorated.

Finally, Transcall cites to *Walt Disney Co. v. DeFabiis*, 168 F.R.D. 281 (C.D. Cal. 1996). The court in this case simply noted that a responding party "has a duty to specify by category and location the records from which answers to interrogatories can be derived." 168 F.R.D. at 284. TSI has done exactly this: specifying the two locations in which the business records are kept, and noting the categories of the documents produced at each location.

III. Transcall's Complaints Are Not Well-Founded.

Transcall's specific complaints about TSI's responses are not well-founded.

A. The Expert's Reports.

Transcall seems to be complaining that the two reports provided by TSI to Transcall were mailed and hand-delivered to Transcall's counsel, rather than being literally attached to the interrogatory answers. This is an insubstantial complaint that illustrates a lack of merit in Transcall's motion. What exactly is Transcall complaining about? How is Transcall prejudiced by the mailing and the hand delivery of the report? At worst, the two reports can simply be considered TSI's records which it has allowed Transcall to inspect pursuant to Rule 1.340(c). Moreover, Transcall's complaint that it has been denied a clear copy of the schedule to the expert's initial report is not true. A copy of the transmittal letter, mailed nine days before Transcall's motion to compel, enclosing a clear copy of the schedule, is attached hereto as Exhibit H.

Transcall focuses on trivial matters, while at the same it fails in its own interrogatory responses even to swear to the truth of its answers. (See Exhibit H, at 4.)

B. Reference to Exhibit A.

Transcall complains that TSI, in response to Transcall's interrogatory, identified 16 fact witnesses, but did not state their knowledge. Again, Transcall's complaint is frivolous. First, of these 16 witnesses, 2 are TSI witnesses and 14 are current or former Transcall or WorldCom employees. The former or current Transcall and WorldCom employees were identified because Transcall's document production, deposition of other Transcall employees in this case, and colloquy among counsel have indicated that they may have knowledge about the allegations. Since TSI has not, and in most cases cannot, directly communicate with these witnesses, this is all the information TSI has. These are Transcall's former or current employees. If Transcall wishes to interview them to learn their knowledge, it is free to do so. Of the 2 TSI employees, the principal witness, Mr. Joel Esquenazi, has already been deposed by Transcall, and Transcall can simply look at his deposition. Mr. Carlos Rodriguez, the other witness, has much of the same knowledge as Mr. Esquenazi, but in a lesser degree, since his personal involvement in the case was less.

Second, Transcall should practice what it preaches. Attached hereto as Exhibit I are Transcall's answers to TSI's interrogatories where it identified 3 of its own witnesses with knowledge, but failed, despite TSI's requests, to state what that knowledge was. (Interrogatory No. 3.) Discovery should be reciprocal; it is not a one-way street for Transcall to impose burdens upon TSI.

C. Non-Responsive Answers.

Transcall complains that TSI has referred to Transcall's statements of its position in another case. This is not true. Attached hereto as Exhibit D are Transcall's objections and responses to TSI's first request for production of documents, which was served in this case at the time that it

was pending in Dade County Circuit Court, before referral to the Public Service Commission. This can be verified by the identifying case number on the first page, which is identical to the case number of the referred case in the caption of this case. Again, Transcall is wrong on the facts.

Transcall also complains that TSI has not identified how Transcall was billed in excess of its tariff. TSI's consistent position in this action is that Transcall has breached the agreement between the parties, whether the agreement was filed as a tariff or not. The types of breaches are identified in TSI's Third Restated Counterclaim, and the magnitude of the breaches is identified in the expert's reports, based on the source documents produced to Transcall. Transcall has been provided with the information it seeks.

D. Objections.

Transcall complains that TSI has not provided its customer's names, addresses, and dates of their complaints. This information is equally available to Transcall and TSI in several boxes of documents labeled "Customer Complaints," and boxes containing customer order information, that were produced to Transcall on March 25, 1998. The parties are equally capable of reviewing these documents to locate the information that Transcall desires.

Finally, Transcall complains about TSI's response to interrogatory 7(1). TSI reiterates in this response that it was overcharged. The manner of overcharge is described in the Third Restated Counterclaim, and the amount of the overcharge is set forth in the expert's report, and the methodology for analyzing computing the overcharge is set forth in the expert's report and work papers.

IV. Transcall's Motion Is In Bad Faith and Transcall Should Pay TSI's Fees in Opposing the Motion.

TSI has responded timely, lawfully, and in good faith to Transcall's burdensome fact interrogatories and other discovery. TSI has opened its doors to Transcall's discovery; the playing field between the parties is level. In the spirit that "No Good Deed Shall Go Unpunished," Transcall has sought in bad faith to use discovery not to find the truth but to impose unjustified burdens on TSI.

In particular, Transcall's bad faith is shown by the fact that its motion to compel was filed before Transcall even inspected the documents that TSI had offered for production. Transcall's motion was premature the day it was filed. At the very least, Transcall should have waited to complete its document inspection, prior to claiming it cannot "gain access to the information and documents it needs to properly prepare its case for presentation." (Transcall Motion at 11.) In light of Transcall's bad faith, the Commission should impose on Transcall the costs of TSI's responding to the motion to compel. Rule 1.340(a)(4), Florida Rules of Civil Procedure.

It is clear that Transcall does not really want TSI to engage in the make-work it demands. As Transcall reveals in a moment of candor in its motion, it is looking for "a dismissal of TSI's complaint [sic]." (Motion at 10.) *See Summit Chase*, 421 So.2d at 565, n.3 (pointing out that the goal of the compelling party was not to elicit useful discovery but to obtain strategic advantage--a dismissal--in lawsuit).

Conclusion

Transcall's motion should be denied and fees assessed against it.

ADORNO & ZEDER, P.A.



Jon W. Zeder

Florida Bar No. 98432

Wesley R. Parsons

Florida Bar No. 539414

2601 South Bayshore Drive, Suite 1600

Miami, Florida 33133

Telephone No.: (305) 858-5555

Telefax No.: (305) 858-4777

Attorneys for TSI


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via
overnight delivery this 6th day of April, 1998 to:

**Albert T. Gimbel
Messer, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32302-1878**

**Beth Keating
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32301**

**Kathy L. Welch, CPA
Regulatory Analyst Supervisor
Florida Public Service Commission
3625 N.W. 82nd Avenue, Suite 400
Miami, Florida 33166-7602**



147965

INDEX

<u>Exhibit</u>	<u>Description</u>
A.	Transcall and ATC's Response to TSI's Third Request for Production of Documents with Notice of Service
B.	Transcall and ATC's Response to TSI's First Set of Expert Interrogatories
C.	Example of Call Detail Record with Summary Page
D.	Response, Objections, and Motion for Protective Order of Transcall and ATC to TSI's First Request for Production of Documents
E.	Excerpt from Deposition of Brian Sulmonetti
F.	Letter from Albert T. Gimbel to Wesley R. Parsons dated February 17, 1998
G.	Letter from Albert T. Gimbel to Wesley R. Parsons dated February 23, 1998
H.	Letter from Wesley R. Parsons to Albert T. Gimbel dated March 10, 1998
I.	Transcall's Response to TSI's First Set of Fact Interrogatories

EXHIBIT A


BEFORE THE 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
Filed: January 6, 1998

**NOTICE OF SERVICE OF TRANSCALL AND ATC'S RESPONSE
TO TSI'S THIRD REQUEST FOR PRODUCTION OF DOCUMENTS**

I HEREBY CERTIFY that a true and correct copy of "Response to TSI's Third Request for Production of Documents to Transcall and ATC" was furnished by regular U.S. mail to: Wesley R. Parsons, Esq., 2601 S. Bayshore Drive, Coconut Grove, Florida, 33133-5419; and Monica Barone, Esq., Division of Legal Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399-0850, this 6th day of January, 1998.


ALBERT T. GIMBEL
Florida Bar No.: 279730
Messr, Caparello & Self, P.A.
P. O. Box 1876
Tallahassee, FL 32302-1876
(850) 222-0720

ATTORNEYS FOR TRANSCALL

BEFORE THE 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
Filed: January 6, 1998

**RESPONSE TO TSI'S THIRD REQUEST FOR PRODUCTION
OF DOCUMENTS TO TRANSCALL AND ATC**

Transcall and ATC file this Response to TSI's Third Request for Production of Documents. Since the requests as phrased give rise to several common objections, Transcall and ATC state these common objections and incorporate them in the response to the specific requests when appropriate.

Common Objections:

1. **Objection #1.** Transcall and ATC object to any general request to produce records that exceed the July 1989-July 1992 time frame, which is the maximum effective period of the relationship between TSI and Transcall and ATC. Any general request for records beyond this time period is overly broad, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Therefore, Transcall and ATC believe such requests are outside the scope of permissible discovery.

2. **Objection #2.** Transcall and ATC object to any general request to produce records that relate to the Boca billing system or any billing system other than the Miami billing system. All of TSI's customers were billed on the Miami billing system. Any general request for records of the Boca billing system or any system other than the Miami billing system, is irrelevant, overly broad,

burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Therefore, Transcall and ATC believe such requests are outside the scope of permissible discovery.

3. **Objection #3.** Several of TSI's requests to produce relate to Call Detail Record (CDR) data. As to CDR requests, Transcall and ATC respond as follows:

a. CDRs contain call record information for all customer calls and customers going through a particular switch. Each CDR tape contains tens of thousands, and sometimes hundreds of thousands, of calls. Any request by TSI to obtain CDR information would necessarily have to be limited to TSI customers to be relevant. In toto, millions of calls would have to be reviewed to identify a TSI customer call contained on a section of a tape. Clearly, most of the information contained on each CDR tape would be irrelevant, since most of the data would consist of non-TSI information. CDR tapes contain the telephone number of the calling party and the called party for each call recorded. Certain information, including the kind of data retrieved from CDR tapes, is confidential pursuant to the provisions of Section 364.183, Florida Statutes (1995). Unlawful disclosure of confidential customer account information, such as may be obtained from the CDR, carries criminal penalties as provided in Section 364.24, Florida Statutes (1995). Absent entry of an appropriate Protective Order, Transcall and ATC object to the production of any CDR data or any other material that contains confidential customer information.

b. CDRs are in electronic form. To translate the data contained on the tapes the information must be exposed to specific computer software and hardware programs which are designed to generate readable reports. The mere production of CDR tapes to TSI is not going to permit them to obtain the information they seek. Transcall and ATC object to the production of CDR tapes on the grounds that the process to be undertaken to make the CDR tapes meaningful

would be burdensome. It would also require diversion of manpower and company resources. Transcall and ATC object to any request for CDR tapes or the data contained thereon as irrelevant and overly burdensome.

c. The general business practice of Transcall and ATC was to reuse CDR tapes on a first in-first out basis. When CDR tapes are reused and new data is collected from a switch, the previously recorded data on the CDR tape is erased. Transcall and ATC have previously determined from prior litigation that only a finite number of relevant CDR tapes containing call records during the contract period still exist. Transcall and ATC cannot produce computer tapes for CDRs that have subsequently been reused.

Objection #4. Over the course of this litigation, TSI has utilized the services of several different attorneys. Transcall and ATC have responded to each discovery request made by the various TSI counsel. Transcall and ATC object to having to duplicate production of documents previously produced to prior counsel for TSI. To the extent the instant request again requires production of documents previously produced, it is burdensome and harassing. Transcall and ATC object to continually producing the same records to TSI every time TSI changes counsel. Furthermore, Transcall and ATC object to having to produce documents in a specified format or arrangement. To the extent documents are responsive to these requests, such documents will be made available as they are maintained in the normal course of business.

Any documents to be produced are available for inspection by TSI, or its designated representative, at the offices of Messer, Caparello & Self, P.A., in Tallahassee. Transcall and ATC respond to TSI's Third Request for Production of Documents as follows:

1. All raw CDR (Call Detail Record) tapes or disks containing data relating to services provided by Transcall Entities to TSI or its customers from July 1, 1989 to July 1, 1992.
Objection. Transcall and ATC object to this request to the extent such request requires them to produce confidential customer account information in violation of Florida law as set forth in general objection #3 above.
2. All raw CDR (Call Detail Record) tapes or disks containing data relating to charges sought to be collected by Transcall from TSI.
Objection. Transcall and ATC object to this request to the extent such request requires them to produce confidential customer account information in violation of Florida law as set forth in general objection #3 above.
3. All raw billed record tapes or disks to the extent they reflect data on TSI's accounts and customers from July 1, 1989 to July 1, 1992.
Objection. Transcall and ATC object to this request to the extent such request requires them to produce confidential customer account information in violation of Florida law as set forth in general objection #3 above.
4. All written bills and summaries of bills sent by Transcall Entities to TSI from July 1, 1989 to present.
Produced. Subject to general objection #1 regarding time, and general objection #4, Transcall and ATC will produce copies of all bills responsive to this request.
5. All tariffs and/or contracts upon which Transcall relies to support any of the charges contained within the bills sent to TSI by Transcall Entities during the period from July 1, 1989 to present.
Produced. Notwithstanding the fact the documents requested are public records readily available to TSI, subject to general objection #1 regarding the time, and general objection #4, Transcall will produce all tariffs and contracts, including all amended pages responsive to this request.
6. All documents relating to customer disconnections of TSI's accounts, including without limitation to all internal memoranda and documents of Transcall Entities relating to incidents when a TSI customer and/or account was disconnected after TSI requested a disconnect of such account.

Objection. Consistent with general objection #3 regarding confidential information and general objection #4, Transcall and ATC further object to this request as vague, overly broad, and burdensome.

7. All bills and documents sent to customers of TSI by Transcall Entities from July 1, 1989 to July 1,

1992.

Objection. Consistent with general objection #4, Transcall and ATC further object to this request as burdensome and vague. Transcall and ATC are unable to determine, and would have no basis of knowing, whether TSI in fact transmitted any or even a portion of the bills it prepared for TSI to send to its customers. To the extent TSI sent any document to a TSI customer, that information would be in the sole possession of TSI. Transcall or ATC did not retain any detailed listing of calls for each TSI customer, as the information was all turned over to TSI; Transcall and ATC have only monthly summaries of TSI billings. Further, it is also possible that TSI customers would have received bills or other documents from Transcall or ATC, if they were also receiving services from Transcall or ATC. For those who were customers of both TSI and Transcall or ATC, Transcall does not have in electronic form any record of billings sent to its customers during this period. Based upon information and belief, the microfiche of such bills is now maintained in Tulsa, Oklahoma.

8. All bills and documents sent to 1-800 customer services of TSI by Transcall Entities from July 1, 1989

to July 1, 1992.

Objection. See response to number 7.

9. All documents relating to customer complaint received by Transcall Entities from any of TSI's

customers from July 1, 1989 to present.

Produced. Subject to general objection #1 relating to time, general objection #3 regarding production of statutory confidential information, and general objection #4, Transcall and ATC will produce all non-privileged documents responsive to this request.

10. All written agreements between Transcall Entities and any billing service, including Electronic Data

Systems, relating to billing services for TSI or its customers.

Produced. Subject to general objection #1 relating to time and general objection #4, Transcall and ATC will produce all documents responsive to this request.

11. All documents mentioning or naming TSI and/or any of TSI's employees from July 1, 1989 to present.

Objection. Consistent with general objection #1 and general objection #3, Transcall and ATC further object to this request as being overly broad, vague and ambiguous. To require Transcall to produce every single paper that names TSI or any of its employees is a mammoth undertaking and unreasonable. For the reasons stated in general objection #4, TSI should have copies of all documentation and correspondence between TSI and Transcall for the pertinent time period.

12. All written communications between any of TSI's employees and Transcall Entities, or documents referring to or relating to such communications.

Objection. See response to number 11.

13. All written communications regarding changes in billing of calls to include or exclude network time as well as talk time from July 1, 1989 to present.

Objection. See response to number 5.

14. All minutes of the Board of Directors, or subcommittees thereof, of Transcall Entities, relating changes in billing of calls to include or exclude network time as well as talk time from July 1, 1989 to present.

No documents exist responsive to this request.

15. All minutes of the Board of Directors, or subcommittees thereof, of Transcall Entities, relating to TSI or its customers.

See response to number 14.

16. All documents upon which Transcall relies upon to support its claims of money due from TSI.

Produced. Transcall and ATC will produce all non-privileged documents responsive to this request.

17. All documents referring or relating to the identity of the entity currently owning the account alleged to be due to Transcall from TSI.

Transcall and ATC object to this request as overly broad, vague and ambiguous. Subject to general objection #3 and general objection #4, Transcall and ATC will produce a Corporate Chronology and the Asset Purchase Agreement which transferred the Telus assets to Transcall.

18. All documents referring or relating to the identity of the entity currently liable for the liabilities incurred by Transcall from July 1, 1989 to July 1, 1992.

Objection. See response to number 17. Further, Transcall and ATC do not believe that any of Telus' liabilities were assumed or purchased by them pursuant to the Asset Purchase Agreement.

19. All documents which Transcall or ATC may offer as evidence in this case.

Transcall and ATC have not yet determined which documents they intend to use at trial. Transcall and ATC will produce all documents they intend to use prior to trial as required by the Florida Rules of Civil Procedure and the Rules of this Commission.

20. All documents which support or tend to support any of the allegations made by ATC and Transcall within any of their pleadings or other papers in this case.

Produced. Subject to general objection #1 relating to time, general objection #3 regarding confidential information, and general objection #4, see response to numbers 16 and 19 above.

21. All documents relating to each item of damages sought by Transcall.

Produced. See response to numbers 16 and 19 above.

22. All written communications between TSI and Transcall Entities, and documents relating to such written communications.

Objection. Subject to general objection #4, Transcall and ATC object to this request as overly broad, vague and burdensome. Further, TSI should have its own copies of all correspondence between TSI and Transcall for the pertinent time period.

23. All written agreements, contracts, or understandings between TSI and Transcall Entities, or documents relating to any such written agreements, contracts or understandings.

Produced. Subject to general objection #1 relating to time, and general objection #4, Transcall and ATC will produce all documents responsive to this request.

24. All documents relating to any payments made by TSI to Transcall Entities.

Produced. Subject to general objection #1 relating to time, Transcall and ATC will produce all non-privileged documents responsive to this request.

25. All documents relating to the amount allegedly owed by TSI to Transcall.

Produced. Subject to general objection #1 relating to time, Transcall and ATC will produce all non-privileged documents responsive to this request.

26. All internal reports of Transcall regarding overbilling of its customers, including, without limitations, overbilling based on network time versus talk time, overbilling based on nine second increments, and overbilling based on six second increments, from July 1, 1989 to present.

Produced. Subject to general objection #1 relating to time, Transcall and ATC will produce all non-privileged documents responsive to this request. In particular, Transcall and ATC have discovered, and previously produced in separate litigation, an internal report created by Dan Merritt. Transcall and ATC will produce the "Merritt Report" in response to this request. However, Transcall and ATC maintain the confidentiality of the back up data not contained in or made a part of the Merritt Report as privileged information based upon the attorney-client, work-product privileges and underlying confidential customer data upon which it is based.

27. The portions of the tariff Transcall contends govern the subsisting complaint and counterclaim and third party claim, both as to the pages Transcall contends were effective and the current versions thereof.

Produced. Subject to general objection #1 regarding time, see response to number 5.

28. The portions of the tariff of Telus, identified as follows: original and 1st, 2d, 3d, and 4th revised sheets 19; Telus, original and 1st, 2d, 3d, and 4th revised sheets 29.

Produced. Subject to general objection #1 regarding time, see response to number 5.

29. The report of Dan Merritt, filed as Exhibit BS-1 to his deposition with the Florida Public Service Commission on about July 1, 1994.

Produced. See response to number 26.

30. All documents that any expert retained by Transcall or ATC in this matter reviewed or relied upon.

There are no documents responsive to this request as an expert has not yet been retained. Transcall and ATC reserve the right to retain a qualified expert or offer opinion testimony from its own employees as contemplated by the Rules of Evidence and the Florida Rules of Civil Procedure.

31. All written communications, reports, opinions, or conclusions produced or created by any expert retained or consulted by Transcall or ATC in this case that relate to this case.
See response to number 30.

32. Curriculum vitae or resumes of all experts retained or consulted by Transcall or ATC in this case.
See response to number 30.

33. The current and former policies and/or procedures of Transcall Entities as to the filing of service agreements, reseller agreement, or interchange agreements with the PSC or the FCC.

34. All documents requested from Transcall Entities by the Attorney General of Florida.
Objection. Subject to general objection #1, see answer to ATC interrogatory 5(b) and answer to Transcall interrogatory 7(b); See also legislative history of Section 364.67, Fla. Stat., and Rule 25-24.485 (1)(a), F.A.C. These citations govern the filing of any such documents with the PSC. Corresponding federal regulations govern such filings with the FCC.

35. All documents relating to any investigation of Transcall Entities by the Attorney General of Florida.
Objection. Transcall and ATC object to this request as irrelevant. The Attorney General's inquiry dealt with the Bocs billing system which is not at issue in this proceeding. See general objection #2.

36. The agreement between Telus and TSI, attached as Exhibit A to the complaint, as filed with the PSC and as filed with the FCC.
Produced. See response to number 23.

37. All written record retention policies, procedures, or agreements relating to the destruction, disposal, and/or conversion into other media of any and all computer data tapes or disks, including without limitation Raw CDR (Call Detail Record) tapes or disks as they applied from July 1, 1989 to the present.

Objection. Subject to general objection #1 regarding time, and general objection #3 regarding confidential information, the rules of the Florida PSC and the FCC and the published tariff provisions all govern retention policies.

38. All documents relating to the allegations in paragraph 19 of Transcall's and ATC's answers that "the Written Agreement represents a fully enforceable, final understanding between the parties and said Agreement speaks for itself."

Objection. In addition to being overly broad, this request is duplicative of prior requests in this document such that by producing documents responsive to other requests, Transcall and ATC will have produced all documents in its possession responsive to this request. Further, the language referred to is contained in pleadings filed by counsel for Transcall and ATC. This production request simply requires defense of such position by legal argument or reference to decisional case law. As such, this request is inappropriate and improper, outside the scope of permissible discovery and not likely to lead to the discovery of admissible evidence.

39. All documents relating to the allegations in paragraph 41, of Transcall's and ATC's defenses that "If TSI's clients were overbilled, TSI was the recipient of that overcharging, because TSI received the payments."

Objection. See response to number 38.

40. All documents relating to the allegations in paragraph 42 of Transcall's and ATC's defenses that "TSI received credits from Transcall as full and complete compensation for alleged billing irregularities."

Objection. See response to number 38.

41. All documents relating to the allegations in paragraph 50 of Transcall's and ATC's defenses that on April 1, 1990 Transcall and ATC "acquired the assets of Global Telecommunications, Inc. which include the Miami billing system and Telus Communications, Inc.," and that therefore Transcall and ATC are "not liable for any claims or damages resulting from the acts or omissions of Telus, or its practices or successors in interest, that occurred prior to April 1, 1990."

See response to number 17 with respect to the acquisition of Telus assets by Transcall. See response to number 38 with respect to the issue of liability for the prior acts of Telus.

42. All documents relating to the allegations in paragraph 13 of ATC's answer that it was dissolved as a corporate entity.

No documents exist responsive to this request. A public records request with the State of Delaware will provide TSI with the requested information.

43. All documents relating to the allegations in paragraph 5 of Transcall's and ATC's reply to TSI's affirmative defenses that: "ATC performed certain tasks, including acceptance of payments and the billing of customers, on behalf of Transcall."

Objection. See response to number 38.

44. All documents relating to the allegations in paragraph 4 of Transcall's and ATC's reply to TSI's affirmative defenses that: "By merger Transcall acquired the assets and customer basis of Telus and the obligation to provide long distance service to Telus customers. Postmerger, Transcall continued to provide such services pursuant to the original written agreement between Telus and TSI."

Objection. See response to number 38.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by regular U.S. mail to: Wesley R. Parsons, Esq., 2601 S. Bayshore Drive, Coconut Grove, Florida, 33133-5419; and Monica Barone, Esq., Division of Legal Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399-0850, this 6th day of January, 1998.



ALBERT T. GIMBEL
Florida Bar No.: 279730
Messer, Caparello & Self, P.A.
P. O. Box 1876
Tallahassee, FL 32302-1876
(850) 222-0720

Attorneys for Transcall

H:\USER\JANNA\WC32\ATLPOD

EXHIBIT B

BEFORE THE 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
Filed: December 11, 1997

**TRANSCALL AND ATC'S RESPONSE TO
FIRST SET OF EXPERT INTERROGATORIES**

1. Please identify all persons who contributed information used in formulating responses to these interrogatories.

**Albert T. Gimbel, Esq.
Messer, Caparello & Seif, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301**

2. Please state the name, profession and professional address of each person you or your attorneys will or may call to testify as an expert witness at the trial of this matter.

No expert witnesses have been retained at this time. Transcall and/or ATC reserve the right to retain a qualified expert or otherwise offer opinion testimony, including that of its own employees in accordance with the Florida Rules of Evidence and the Florida Rules of Civil Procedure.

3. As to each listed above, state the following:

A. Education background, giving the names of the educational institutions attended, the dates of attendance and degrees earned with dates thereof.

See Response to number 2 above.

B. Specialty within the expert's profession, if any.

See Response to number 2 above.

1/6/98

- C. Experience within the expert's field, giving the dates, names and addresses of institutions associated with, if any; and any other experience, indicating dates and places.

See Response to number 2 above.

- D. Names and addresses of all professional associations or societies with which the expert is related or of which the expert is a member, stating the status with each of the associations or societies, and inclusive dates.

See Response to number 2 above.

- E. The title, names of publication, names of publisher, and date of any publication of any published articles, books, etc., authorized by each such expert.

See Response to number 2 above.

4. State in detail the subject matter on which each expert witness is expected to testify.

See Response to number 2 above.

5. State the opinions that each such expert witness will testify to at trial.

See Response to number 2 above.

6. State in detail the facts upon which each opinion set forth in the foregoing answer is based, and as to each fact that is in any way relied upon by such expert witness in arriving at said opinion, state:

- A. The names and addresses of persons supplying such facts.

See Response to number 2 above.

- B. The form in which such facts were supplied to said expert witness.

See Response to number 2 above.

7. If any person above-named has submitted a written report or opinion related to the subject matter in this case, state:

- A. The name(s) of the person submitting such written report or opinion.

See Response to number 2 above.

- B. The date(s) of such written reports or opinions.

See Response to number 2 above.

- C. The name(s) and address(es) of the person(s) to whom such written report or opinion was submitted.

See Response to number 2 above.

8. Please state the date each expert was retained and by whom.

See Response to number 2 above.

9. Please state the dates the expert or experts performed their examinations and rendered their opinions and to whom the opinions were rendered.

See Response to number 2 above.

10. Please state the name(s) and address(es) of the person(s) to whom such written report or opinion was submitted.

See Response to number 2 above.

11. Please state the style, court and case number of all cases wherein your expert has testified at either deposition or trial.

See Response to number 2 above.

12. Please state whether the above-described expert witnesses have ever testified on behalf of the attorneys representing you herein, and if so, please state the amount of times, the dates, and the cases in which said testimony was given.

See Response to number 2 above.

13. Please state the names and addresses of any and all expert witnesses who have been retained by, specially employed by, or consulted by you or your attorneys in anticipation of litigation or preparation for trial, and who are not expected to be called as witnesses at trial.

See Response to number 2 above.

Respectfully submitted,

AT Gimbel

ALBERT T. GIMBEL
Messer, Caparello & Self, P.A.
Post Office Box 1876
Tallahassee, FL 32302-1876
(850) 222-0720

ATTORNEYS FOR TRANSCALL/ATC

H:\USER\ANM\WC52\PTS\EXP.DAT

EXHIBIT C

TELECOM SERVICES, INC.

9/ 6/91 ACCT. 521 WMC INTERNATIONAL GROUP, INC. TYPE 913 PAGE 23

DATE	TIME	ORIG. CITY	NUMBER CALLED	CITY CALLED	DURAT.	AMOUNT	PAC
8/29	4:54 PM	MIAMI	(809)967-0002	CENTRAL	1.0	1.46	0000
		TOTALS FOR AREA CODE	809	(# CALLS 5)	39.0	32.38	
8/02	1:46 PM	MIAMI	(813)248-5703	TAMPA	1.0	0.16	0000
8/06	5:13 PM	MIAMI	(813)555-1212	DIR ASST	1.0	0.60	0000
8/15	4:03 PM	MIAMI	(813)248-5703	TAMPA	10.7	1.72	0000
8/16	2:33 PM	MIAMI	(813)253-2837	TAMPA	3.6	0.58	0000
8/20	2:51 PM	MIAMI	(813)248-5703	TAMPA	3.3	0.53	0000
8/21	10:06 AM	MIAMI	(813)646-5781	LAKELAND	3.3	0.53	0000
8/22	4:07 PM	MIAMI	(813)248-5703	TAMPA	1.0	0.16	0000
8/23	8:34 PM	MIAMI	(813)664-0315	TAMPA	0.8	0.13	0000
8/23	8:37 PM	MIAMI	(813)664-0315	TAMPA	0.8	0.13	0000
8/31	8:16 AM	MIAMI	(813)421-4367	MATINECITY	6.9	1.13	0000
		TOTALS FOR AREA CODE	813	(# CALLS 10)	32.4	5.65	
8/01	11:03 AM	MIAMI	(817)387-4301	DENTON	7.8	1.25	0000
8/05	3:42 PM	MIAMI	(817)738-6581	FORT WORTH	1.2	0.20	0000
		TOTALS FOR AREA CODE	817	(# CALLS 2)	9.0	1.45	
8/14	5:06 PM	MIAMI	(704)272-1776	JACKSONVL	0.9	0.15	0000
		TOTALS FOR AREA CODE	704	(# CALLS 1)	0.9	0.15	
8/08	11:59 AM	MIAMI	(915)857-1048	EL PASO	4.1	0.66	0000
8/12	5:15 PM	MIAMI	(915)857-1048	EL PASO	12.6	1.98	0000
8/19	10:28 AM	MIAMI	(915)857-1048	EL PASO	5.4	0.87	0000
8/22	3:15 PM	MIAMI	(915)857-1048	EL PASO	2.0	0.32	0000
8/23	1:10 PM	MIAMI	(915)857-1048	EL PASO	0.9	0.15	0000
		TOTALS FOR AREA CODE	915	(# CALLS 5)	25.0	3.98	
8/19	11:41 AM	MIAMI	(919)584-0381	BURLINGTON	3.3	0.53	0000
8/20	12:28 PM	MIAMI	(919)584-0381	BURLINGTON	2.0	0.32	0000
8/20	1:10 PM	MIAMI	(919)584-5555	BURLINGTON	1.0	0.16	0000
		TOTALS FOR AREA CODE	919	(# CALLS 3)	6.3	1.01	
		PAC	0000	(# CALLS 108)	603.9	367.77	
		3755915307		(# CALLS 108)	603.9	367.77	

TELECOM SERVICES, INC.

7/1/91 ACCT.

521 WMC INTERNATIONAL GROUP, INC.

TYPE 913

PAGE

39

AREA CODE SUMMARY

AREA CODE	#CALLS	MINUTES	AMOUNT	AREA CODE	#CALLS	MINUTES	AMOUNT
011	229	1253.0	1395.64	201	8	17.9	2.88
202	1	0.8	0.13	203	6	14.1	2.72
205	42	138.0	22.68	206	2	3.5	0.57
213	18	73.4	11.72	214	36	189.9	30.27
225	4	13.6	2.47	216	5	6.5	1.06
227	3	7.0	1.13	219	2	15.3	2.45
322	6	9.4	1.53	313	3	5.1	1.27
324	17	61.7	7.90	318	3	11.4	1.81
402	5	13.3	2.15	404	10	27.9	4.49
406	1	1.0	0.60	407	9	44.6	7.17
409	3	5.6	1.35	412	2	44.2	7.11
414	3	5.0	0.82	415	3	5.8	0.94
502	1	31.7	5.08	503	2	4.1	0.67
504	9	36.4	5.83	508	20	63.4	10.18
512	4	28.1	4.49	513	16	55.2	8.88
515	2	2.1	0.34	518	1	2.9	0.47
601	13	55.1	8.26	604	12	34.0	23.56
609	4	10.2	1.65	613	4	86.0	45.02
614	1	2.2	0.36	618	5	7.7	1.25
629	9	12.9	2.98	708	14	24.5	3.98
713	11	39.7	6.38	714	31	129.9	21.46
716	4	6.8	1.11	717	9	10.6	2.17
728	6	11.2	2.82	801	6	16.0	2.57
809	55	224.0	196.15	813	52	164.4	27.67
814	2	6.8	1.42	815	16	59.0	9.94
817	7	61.8	7.82	902	1	8.0	5.29
904	12	47.7	8.12	915	16	45.3	7.26
918	6	47.8	7.62	919	10	31.7	5.10

TOTAL NUMBER OF CALLS 781 NUMBER OF MINUTES 3337.2 TOTAL AMOUNT 1750.36

EXHIBIT D

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIV.

CASE NO. 92-11654 CA 28

TRANSCALL AMERICA, INC., a
Georgia corporation d/b/a ATC,

Plaintiff/Counter Defendant,

vs.

TELECOMMUNICATIONS SERVICES, INC.,
a Florida corporation,

Defendant/Counter Plaintiff/
Third Party Plaintiff,

TELECOMMUNICATIONS SERVICES, INC.,
a Florida corporation,

Counter Plaintiff/Third
Party Plaintiff,

vs.

TRANSCALL AMERICA, INC., a
Georgia corporation, and **ADVANCED
TELECOMMUNICATIONS CORP.,** a
Delaware corporation,

Counter Defendant/
Third Party Defendant.

**RESPONSES, OBJECTIONS, AND MOTION FOR PROTECTIVE
ORDER OF TRANSCALL AMERICA, INC. AND
ADVANCED TELECOMMUNICATIONS CORPORATION
TO TELECOMMUNICATIONS SERVICES, INC.'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

Transcall America, Inc. and Advanced Telecommunications Corporation (herein collectively referred to as "T/ATC"), pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, submits the following responses and objections to the First Request for

34.012

Production of Documents of Telecommunications Services, Inc. ("TSI") to T/ATC served on March 12, 1993. To the extent that any response and objection might otherwise be the subject of a motion for protective order under Rule 1.280(c) of the Florida Rules of Civil Procedure, T/ATC respectfully requests that this response be considered such a motion.

i. General Objections

T/ATC makes the following general objections to TSI's First Request for Production of Documents which are hereby incorporated by reference into each of T/ATC's specific responses. The answers in the attached document are made subject to T/ATC's express reservation of the right to amend, supplement, or correct, and are submitted subject to and without waiver of these general objections:

1. T/ATC objects to each request insofar as it seeks information subject to the attorney client, work product, or other privilege.
2. T/ATC objects to each request insofar as the request is vague, ambiguous, overbroad, and imprecise.
3. T/ATC objects to each request insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.
4. T/ATC objects to TSI's general instructions and definitions insofar as they seek to impose obligations on T/ATC which exceed the requirements of the Florida Rules of Civil Procedure and Florida law.

5. T/ATC objects to each request insofar as it calls for a response which would be unduly burdensome, expensive, oppressive, and time consuming.

6. T/ATC objects to TSI's general instructions requiring production at its counsel's office because many of the materials being produced have been previously made available to TSI's counsel in connection with other litigation.

II. Specific Responses

1. The Responses of T/ATC to TSI's First Request for Production of Documents are attached.

2. All objections are offered by undersigned counsel.

3. All references to contacting Ed Quinton, Esq. to obtain production refer to:
A. Edward Quinton, III, Esq., Adams & Quinton, World Trade Center, Suite 2804, 80 S.W. Eighth Street, Miami, Florida 33130, (305)358-4300. For the convenience of TSI counsel, T/ATC notes that the materials available at Mr. Quinton's office are the same as were produced to TSI counsel in Case No. 92-1160-CIV-KING unless otherwise noted.

III. Documents To Be Produced

1. Raw CDR (Call Detail Record) tapes for the ATC and/or TELUS and/or Transcall Switches both in Miami and Tampa during the period of September 1, 1991 through September 30, 1991 relating to Plaintiff's accounts and customers.

There are no documents responsive to this request.

2. Raw Billed Record Tape both for the ATC and/or TELUS and/or Transcall Miami and Tampa switches during the period of September 1, 1991 through September 30, 1991 relating to Plaintiff's accounts and customers.

There are no documents responsive to this request.

3. All ATC, Transcall and TELUS tariffs and modifications and amendments thereto filed with the Florida Public Service Commission and/or the Federal Communications Commission during the period of July 1, 1986 to present.

T/ATC objects to this request to the extent it seeks tariffs that were not the basis of service to TSI. Without waiving such objections, the tariffs may be examined by contacting: Ed Quinton, Esq.

4. All written bills and summaries of bills sent to TSI by Transcall and/or ATC (or anyone acting on their behalf) from July 1, 1989 to present.

T/ATC will produce all summaries of bills sent by T/ATC or affiliated and predecessor companies. These documents may be examined by contacting Ed Quinton, Esq. Further bill summaries are presently being located and T/ATC will advise if this examination will produce new documents.

T/ATC objects to producing all "written bills" in that such request is vague and T/ATC is not clear which written bills TSI is referring to. If TSI refers to TSI customer bills, TSI should have copies of the bills it sent its customers, and T/ATC does not have documents responsive to this request.

5. All tariffs and/or contracts upon which Plaintiff relies to support any of the charges contained within the bills sent to Plaintiff by TELUS and/or ATC and/or Transcall during the period of July 1, 1989 to present.

T/ATC is aware of only one written contract between the parties, entitled "Agreement By and Between Telus Communications, Inc. and Telecomm Services, Inc." dated July 1989 and executed on July 7, 1989. A copy may

be obtained by contacting Ed Quinton, Esq. Any and all tariffs relevant to service were produced in response to production request 3.

6. All documents in the possession, custody or control of Telus and/or ATC and/or Transcall relating to customer disconnects of TSI's accounts, including without limitation, all internal memoranda and documents of Telus and/or ATC and/or Transcall relating to the time when a TSI customer and/or account was disconnected after TSI requested a disconnect said account.

T/ATC has located at its Boca Raton office four two-inch and one one-inch notebooks which it believes are responsive to this request. Because many of these documents are copies of copies or facsimile copies of copies they may not copy clearly. Please contact undersigned counsel to make arrangements to examine these documents.

7. The monthly lists of all A and I billings to TSI from July 1, 1989 to present. T/ATC has read "A and I" to mean "ANI." Based upon this reading, there are no documents responsive to this request. However, T/ATC has located certain printouts pertaining to service in 1991 that may contain some of the information requested. T/ATC objects to providing these documents since they are in off-site storage, and such production would be burdensome. Please contact undersigned counsel to discuss the content of these documents and whether mutually agreeable terms for their production can be developed.

8. All bills sent to TSI by Telus and/or ATC and/or Transcall at any time. T/ATC objects in that this request is overbroad, vague, and unclear. Without

waiving such objections, T/ATC incorporates its response to production request 4.

9. All bills sent to TSI's 1-800 customers services by Telus and/or ATC and/or Transcall from July 1, 1989 to present.

T/ATC did not send bills direct to TSI's 1-800 customers prior to May 1992. After May 1992, T/ATC provided 800 service to TSI customers either at the request of the customer or TSI. T/ATC will make available the information requested which is on the microfiche at its offices in Boca Raton; please contact undersigned counsel.

10. Any and all documents relating to customers complaints received by ATC and/or Transcall and/or TELUS from any of TSI's customers during the periods of July 1, 1989 to present.

T/ATC objects in that this request is overbroad and vague in that TSI in no way limits the type of complaints identified to matters relevant to the subject of this proceeding or likely to lead to admissible evidence. Without waiving such objection, the available documents may be examined by contacting Ed Quinton, Esq. (this includes materials not previously produced).

11. The contract between Electronic Data Systems (EDS) and ATC and/or Transcall relating to billing services.

T/ATC objects in that the responsive documents are irrelevant, harassing, and confidential. Further, the documents requested do not appear reasonably calculated to lead to the discovery of admissible evidence.

12. All documents in Defendant's possession, custody or control mentioning or naming TSI and/or any of TSI's employees during the period of July 1, 1989 to present.

T/ATC objects in that this request is overbroad and burdensome and would encompass material totally irrelevant to and having absolutely no bearing on the issues raised by TSI. Further, the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence.

13. All contracts between Telus and/or ATC and/or Transcall and/or any of its predecessors or successors in interest and TSI.

T/ATC is aware of only one written contract between the parties, entitled "Agreement By and Between Telus Communications, Inc. and Telecomm Services, Inc." dated July 1989 and executed on July 7, 1989. A copy may be obtained by contacting Ed Quinton, Esq. Any and all tariffs relevant to service were produced in response to production request 3.

14. All correspondence transmitted to TSI and/or any of TSI's employees by ATC and/or Transcall and/or Telus.

T/ATC objects in that this request is overbroad and burdensome and would encompass material totally irrelevant to and having absolutely no bearing on the issues raised by TSI. Further, the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence.

15. Copies of any and all advertisements revealed to the public by ATC and/or Transcall and/or Telus from July 1, 1989 to present where anything was represented to

members of the public to the effect that if any members of the public find errors in their bills they would get something in return from ATC and/or Transcall and/or Telus.

T/ATC objects in that this request is vague, overbroad, and burdensome. Without waiving such objections, its advertisements form and tariff pages may be examined by contacting Ed Quinton, Esq.

16. Any and all documents which Defendant relies upon to support its claims of monies due from TSI.

T/ATC incorporates its previous response to requests 4, 5, and 8. T/ATC continues to review its documentation and will produce any documents subsequently discovered which support T/ATC's claim.

17. The computer mag tapes containing all billing information relating to TSI and/or TSI's customers.

There are no documents responsive to this request.

(a) All documents relating to who presently owns the account receivable alleged in the Amended Complaint to be due from TSI.

T/ATC incorporates its response to production request 8.

18. All documents which Plaintiff may offer as evidence at the time of trial. Other than those documents already produced and attached to the initial complaint, T/ATC has not made a determination regarding such documents, and so has no other documents to produce.

19. All documents which support or tend to support any of the allegations made by ATC and/or Transcall within any of its pleadings herein.

Other than those documents already produced and attached to the initial

complaint, T/ATC has not made a determination regarding such documents,
and so has no other documents to produce.

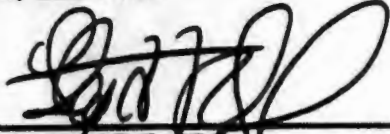
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was delivered via U.S. Mail this 16th day of April, 1993, to: Irwin Frost, Esq., Irwin Frost, P.A., 1101 Brickell Square, Suite 1400, Miami, Florida 33131; and via Federal Express this 16th day of April, 1993 to: Robert C. Maland, Esq., Maland & Ross, Two Datan Center, Suite 1209, 9130 South Dadeland Boulevard, Miami, Florida 33156.

ADAMS & QUINTON, P.A.
World Trade Center, Suite 2804
80 S.W. Eighth Street
Miami, Florida 33130
(305) 358-4300

and

MESSER, VICKERS, CAPARELLO,
MADSEN, LEWIS, GOLDMAN & METZ, P.A.
215 S. Monroe Street, Suite 701
Post Office Box 1876
Tallahassee, FL 32302-1876
(904) 222-0720



FLOYD R. SELF, ESQ.
Florida Bar No. 608025

Co-Counsel for Plaintiff/Counter Defendant/
Third Party Defendant

EXHIBIT E

**BEFORE THE STAFF OF THE
FLORIDA PUBLIC SERVICE COMMISSION**

DOCKET NO. 951232-TI

**In Re: Dade County Circuit Court referral
of certain issues in Case No. 92-11654 CA 11
(Transcall America, Inc., vs. Telecommunications
Services, Inc., and Telecommunications Services,
Inc., vs. Transcall America, Inc. and Advanced
Telecommunications Corp.) That are within the
Commission's jurisdiction,**

- - - - - x

**1515 So. Federal Hwy
Boca Raton, Florida
March 26, 1998**

EXCERPT

DEPOSITION OF BRIAN SULMONETTI

**Taken before ROBERT WOLINSKY, CM,
Registered Professional Reporter and Notary Public
for the State of Florida at Large, pursuant to
Notice of Taking Deposition filed in the above
cause.**

**H. ALLEN BENOWITZ & ASSOCIATES, INC.
Dade * Broward * Palm Beach
(305) 373-9997**

APPEARANCES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Messer, Caparello & Self
215 S. Monroe Street, Ste. 701
Tallahassee, Florida 32302-1876
BY: ALBERT T. GIMBEL, ESQ.
BY: FLOYD R. SELF, ESQ.
On behalf of the Plaintiff
Tele: (850) 222-0720 - Fax: 224-4359

Adorno & Zeder
2601 South Bayshore Drive, Ste. 1600
Miami, Florida 33133
BY: WES PARSONS, ESQ.
On behalf of the Defendant
Tele: 858-5555 - FAX 858-4777

Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32301
BY: BETH KEATING, ESQ.
On behalf of the PSC

ALSO PRESENT: Kathy L. Welch, C.P.A.

I N D E X

	<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Red. Rec.</u>
BRIAN SULMONETTI				

E X H I B I T S

H. ALLEN BENOWITZ & ASSOCIATES, INC.
Dade * Broward * Palm Beach
(305) 373-9997

1 Thereupon--

2 BRIAN SULMONETTI

3 was called as a witness by the Defendant and,
4 having been first duly sworn, testified as follows:

5 DIRECT EXAMINATION

6 BY MR. PARSONS:

7 Q. Let me just focus in on one word that I
8 think you would know about.

9 You say, your company says, "It's
10 burdensome." Can you tell me what is burdensome
11 about producing some of those documents?

12 A. Because we all have real jobs out
13 there, and in order to stop them -- we would have
14 to pull people off their real job, and not make
15 money for this company. I mean, it is burdensome.
16 These documents, if they exist, are almost ten
17 years old now.

18
19
20
21
22
23
24
25

H. ALLEN BENOWITZ & ASSOCIATES, INC.
Dade * Broward * Palm Beach
(305) 373-9997

CERTIFICATE OF OATH

1
2 **STATE OF FLORIDA**
3 **COUNTY OF DADE**

4 I, the undersigned authority, certify
5 that BRIAN SULMONETTI personally appeared before me
6 and was duly sworn.

7 **WITNESS** my hand and official seal this
8 28th day of March 1998.

9
10 _____
11 **ROBERT WOLINSKY**
12 **Notary Public - State of Florida**
13 **My Commission Expires: 11-14-2001**

REPORTER'S DEPOSITION CERTIFICATE

14 **STATE OF FLORIDA**
15 **COUNTY OF DADE**

16 I, ROBERT WOLINSKY, Registered
17 Professional Reporter, certify that I was
18 authorized to and did stenographically report the
19 deposition of BRIAN SULMONETTI; that a review of
20 the transcript was not requested; and that the
21 transcript is a true and complete record of my
22 stenographic notes.

23 I further certify that I am not a
24 relative, employee, attorney, or counsel of any of
25 the parties, nor am I a relative or employee of any
of the parties' attorney or counsel connected with
the action, nor am I financially interested in the
action.

DATED this 28th day of March 1998.

26 _____
27 **ROBERT WOLINSKY, R.P.R.**

H. ALLEN BENOWITZ & ASSOCIATES, INC.
Dade * Broward * Palm Beach
(305) 373-9997

EXHIBIT F

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

218 SOUTH MONROE STREET, SUITE 701
POST OFFICE BOX 1878
TALLAHASSEE, FLORIDA 32302-1876
TELEPHONE: (904) 282-0780
TELECOPIERS: (904) 284-4388, (904) 428-1842

February 17, 1998

VIA TELEFAX

Wesley R. Parsons, Esq.
Adorno & Zeder, P.A.
2601 South Bayshore Dr., Ste. 1600
Miami, FL 33133

Re: *Advanced Telecommunications Corp. v. Telecommunications Services, Inc.*,
Docket No. 951232-TI

Dear Wes:

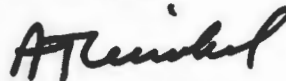
I acknowledge receipt of your letter dated February 12, 1998, and would like to add a few additional items that will require some follow up.

(1) Production of CDR tapes. We discussed producing to you the actual CDR tapes that we have been able to locate. While we do not have all the tapes from the pertinent time period, we have located quite a few. I have requested a letter from you outlining the procedure you intend to follow to read the tapes and process the pertinent data. This is an area of critical concern to WorldCom since most of the data on the tapes will relate to non-TSI customers. WorldCom must feel comfortable with the process and insure that the confidentiality, security, and integrity of the information is not compromised. We will need a separate protective agreement with your law firm and your experts which addresses the physical security of the tapes and the plan to maintain the integrity and confidentiality of the information once it is pulled off the tapes. Access to this data must be sufficiently restricted. We would prefer to produce the tapes in batches, rather than all at once, so that we only have to deal with the security of a limited number of tapes at any given time. Finally, if you are successful in "cracking" the tapes, we briefly discussed the fact that the parties would share the information generated from the CDR tapes.

Wesley R. Parsons
February 17, 1998
Page 2

(2) This letter also serves to confirm the week of March 23 for the purpose of taking the depositions of Brian Sulmonetti, Dennis Sickle, Joe Holop and possibly Clara Reynardus-Thompson at the WorldCom office in Boca Raton, Florida. You had promised to get back to me with information concerning the scope of inquiry in the proposed depositions of Bill Anderson and Scott Sullivan. As I indicated previously, it is doubtful that the deposition of either Mr. Anderson or Mr. Sullivan will be productive. Rather, if you could provide me with the type or category of information you are seeking, we will make every effort to produce an appropriate company witness to provide testimony in those areas.

Very truly yours,



Albert T. Gimbel

ATG:dle

cc: Beth Keating
Florida Public Service Commission

EXHIBIT G

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

88 SOUTH MONROE STREET, SUITE 701
POST OFFICE BOX 1876
TALLAHASSEE, FLORIDA 32309-1876
TELEPHONE (904) 522-8700
TELECOPIER (904) 522-4300; (904) 422-0440

February 23, 1998

VIA TELEFAX

Weasley R. Parsons, Esq.
Adorno & Zeder, P.A.
2601 South Bayshore Dr., Ste. 1600
Miami, FL 33133

Re: *Advanced Telecommunications Corp. v. Telecommunications Services, Inc.*,
Docket No. 951232-TT

Dear Wes:

Subsequent to faxing you my letter dated February 17, 1998, I received your fax letter of the same date. Following up in the same order raised in your letter:

- 1) I am attempting to locate the Telus/Transcall tariff as it existed between July 1989 and May 1992. I expect to have an answer on this by next week.
- 2) We will try to keep documents in the boxes in the same order. If a problem arises, I will let you know.
- 3) We have always been able to timely work out an agreement prior to the PSC proceeding. The primary concern is generally conducting cross-examination in such a way as to not have to close the hearing. Besides, depending on the documents each of us intends to use, this matter may become moot.
- 4) Since we are still working out the deposition schedule, we should have all people set by next week so you can prepare the notices. As for the "second round" of ATC/Transcall depositions, I am not sure what you mean. To the extent you need follow up depositions of other witnesses, such scheduling can be discussed. If you mean to depose the same people a second time, we reserve our right to object. Finally, please identify the non-party witnesses you intend to depose so that we can begin to work them into our schedules and deal with the probable locations for travel purposes.
- 5) No one is aware of any coding of any kind, that will specifically identify TSI calls on the CDR tapes.

Wesley R. Parsons
February 23, 1998
Page 2

6) We discussed the possible production of the CDR tapes in our offices last week. I intended to be precise when I indicated that turning over the tapes to Mr. Esquinazi or any TSI employee would not be acceptable. While there might be some TSI customer calls on the CDRs, the vast majority of the calls resident on the tapes will not involve TSI customers. Since WorldCom is under a legal obligation to maintain the confidentiality of such data, it would be inappropriate to produce non-TSI information to anyone. However, recognizing TSI's need to have access to its customer data, we must limit the CDR tapes to non-TSI personnel. First, unfortunately, given the history of the relationship between our clients, WorldCom has no confidence in TSI's reliability in maintaining the security of the tapes or, more importantly, the integrity of the information extracted from those tapes. Second, TSI was, and remains, a competitor of WorldCom, and this information is competitively sensitive business information that cannot be turned over to TSI. WorldCom will gladly produce these tapes to you, your outside experts, or some other independent third party you may retain in an attempt to isolate any TSI-customer information relevant to this case that may be contained on the tapes.

Your suggestion for the production of duplicate tapes does not remedy any of these concerns. Moreover, in view of the age of the tapes, we are not certain that their physical condition lends themselves to reliable duplication, assuming the originals themselves can even be read. Finally, if there is someone with the equipment that can duplicate these tapes, such an exercise would be time consuming and costly.

To be clear, you and any independent third party experts can have immediate access to these tapes. Assuming you are able to "crack" the tapes, you and your client are legally authorized to review only those portions of the tapes that relate solely to TSI customers.

7) Based upon our recent telephone conversation, we have since confirmed that Joe Holop will be available the morning of March 24 in the WorldCom offices in Boca Raton. In addition, we have confirmed that Dennis Sickle can be deposed the morning of March 27. Further, we have confirmed that Brian Sulmonetti can be deposed any time on March 25 or 26. Finally, Clara Reynardue-Thompson is still an unknown, but if she is capable of being deposed, we would schedule her for March 25 or 26. WorldCom's offices are located at 1515 South Federal Highway, Suite 400, Boca Raton, Florida, 33432. Brian Sulmonetti's telephone number is: 561/750-2940.

8) We would like to come view the documents as soon as you are able to make production. Please let me know when you will have the documents ready in your offices for our review.

9) Enclosed is a disk which contains the interrogatory document.

Wesley R. Parsons
February 23, 1998
Page 3

10) I am not quite sure how to respond to your request for an additional extension of time up to and including March 13, 1998. Since we took your client's deposition in May of 1994, almost four years ago, we have been waiting for your client to tell us his side of the story through the documents he claims support his position. We have been through three sets of opposing counsel and three or four different legal forums on this case. I do not want to oppose your request for extension just for the sake of opposing it. However, we need to have a meaningful response to our interrogatories and production of documents as soon as possible. Essentially, we have been put on hold by your client due to his failure to be forthcoming regarding the basis of his claims. I apologize for the frustration conveyed in this response, but we have tried for years to get your client to show us the documents that evidence the credits he claims he is owed, the number of clients he claims are affected, a month by month customer list, documents that reflect the credits he granted to his customers, a list of the customers he claims to have lost as clients because of the billing problems, and information regarding the carriers he has utilized since he left ATC. Further extensions of time only cut into the time available to us to prepare our case for hearing. If you cannot provide the responsive information on the already extended date of Friday, February 27, 1998 as agreed, then we need to discuss continuing the hearing until such time as we can gain access to the information and documents we need to properly prepare our case for presentation. Please let me know how you wish to proceed.

Very truly yours,



Albert T. Gimbel

ATG:dle

EXHIBIT H

F

ADORNO & ZEDER

A PROFESSIONAL ASSOCIATION

2801 SOUTH BAYSHORE DRIVE
SUITE 1600

MIAMI, FLORIDA 33133

TELEPHONE (305) 858-8888

FACSIMILE (305) 858-4777

WORLD WIDE WEB <http://www.adorno.com>

WESLEY R. PARSONS

WRITER'S DIRECT NO
(305) 860-7065

March 10, 1998

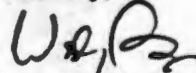
Albert Gimbel
Messer, Caparello & Self, P.A.
215 South Monroe Street
Suite 701
Tallahassee, Florida 32302-1878

Advanced Telecommunications Corp. v. Telecommunications Services, Inc.
Docket No.: 951232-TI

Dear Tico:

Enclosed is a better copy of the schedules to the preliminary expert's report. They still went through one faxing, but they appear to be completely legible.

Sincerely,



Wesley R. Parsons

WRP/she
Enclosures

Schedule 1

TBI VS ATC

ATC STATEMENT ANALYSIS

EXTENSION ERRORS

PERIOD	CATEGORY	TOTAL MINUTES	RATE (A)	AMOUNT DUE	CORRECT	ERROR IN
				PER STATEMENT	AMOUNT	EXTENSION
7/10/89-10/31/89	INTRASTATE	3485.7	0.125	\$ 441.72	\$ 438.71	\$ 6.91
12/01/89-12/31/89	INTERNATIONAL	8844.6	0.8	62,887.57	6,915.88	55,781.89
02/01/90-02/28/90	TRAVEL SERVICE	1298	0.195	250,377.00	299.77	250,128.23
03/01/90-03/30/90	INTERSTATE ON NET-N & W	7854.5	0.14	344.64	1,089.63	(754.99)
03/01/90-03/30/90	INTERSTATE OFF NET-N & W	1689.2	0.15	716.63	260.38	486.25
10/01/90-10/31/90	INTERSTATE ON NET-N & W	8304.2	0.14	344.64	1,302.99	(957.95)
10/01/90-10/31/90	INTERSTATE OFF NET-N & W	2870.8	0.15	685.32	400.62	284.70
TOTAL				\$ 315,987.52	\$ 10,655.38	\$ 304,632.14

A: INTERNATIONAL RATE IS ESTIMATED AT .80

03/06/98 17.44 LOR2-LE-11-6550C LATE-14

Schedule 2

**TSI VS ATC
ATC STATEMENT ANALYSIS
BEGINNING BALANCE ERRORS**

PERIOD	AMOUNT DUE BEG BAL	BALANCE FWD ENDING BAL	DIFF BETWEEN BEGINNING AND ENDING BALANCE
09/01/80-09/30/80	868 A	117,888.28	
10/01/80-10/31/80	117,888.28	\$ 136,088.88	\$.
11/01/80-11/30/80	136,088.88	177,827.38	\$.
12/01/80-12/31/80	177,827.38	220,886.22	\$.
01/01/81-01/31/81	220,886.22	208,897.88	\$.
02/01/81-02/28/81	208,897.88	282,519.73	\$.
03/01/81-03/31/81	282,519.73	234,840.88	\$.
04/01/81-04/30/81	234,840.88	93,088.14	\$.
05/01/81-05/31/81	93,088.14	117,884.04	\$.
06/01/81-06/30/81	117,884.04	140,447.91	\$.
07/01/81-07/31/81	140,447.91	186,254.88	\$.
08/01/81-08/31/81	186,254.88	186,740.87	\$.
09/01/81-09/30/81	548,428.17	836,503.92	\$ (392,887.50)
10/01/81-10/31/81	186,740.87	288,887.01	\$ 480,763.25
11/01/81-11/30/81	288,887.01	347,786.80	\$.
12/01/81-12/31/81	636,803.82	724,786.48	\$ (288,748.32)
01/01/82-01/31/82	347,786.80	446,620.49	\$ 377,009.88
02/01/82-02/28/82	446,620.49	548,428.17	\$.
02/28/82-03/27/82	724,786.48	786,488.88	\$ (176,337.31)
03/28/82-04/27/82	786,831.87	840,323.39	\$ 36,838.09
04/28/82-05/27/82	840,323.39	867,474.16	\$.
5/28/82-06/27/82	867,474.16	867,467.79	\$.
06/28/82-07/27/82	868,434.87	867,823.73	\$ (1,977.18)
07/28/82-08/27/82	867,823.73	867,918.37	\$.
08/28/82-09/27/82	867,918.37	868,015.44	\$.
09/28/82-10/27/82	868,015.44	868,057.60	\$.

A: ATC STATEMENTS DID NOT SHOW BALANCE FORWARD PRIOR TO SEPT 1,1980

Schedule 3

**TBI VS ATC
COMPARISON OF PAYMENTS
BETWEEN ATC PAYMENTS
PER STATEMENTS
AND TBI CANCELLED CHECKS**

PERIOD	TBI CHECK NUMBER	CHECK AMOUNT	DIFFERENCE	
			PAYMENTS PER ATC STATEMENTS	BETWEEN ATC AND TBI CHECKS
01/01/89-10/31/89	1000	\$ 11,071.00		
11/01/89-11/30/89	1011	7,771.00		
12/01/89-12/31/89	1020	22,790.00		
01/01/90-01/31/90	1000	10,000.00		
02/01/90-02/28/90	1000	20,076.67		
03/01/90-03/31/90	1077	24,334.27		
04/01/90-04/30/90		-		
05/01/90-05/31/90	1100	40,000.00		
06/01/90-06/30/90	1190 & 1200	30,000.00		
07/01/90-07/31/90	1210 & 1100	37,773.00		
07/01/90-07/31/90 (A)	1200	30,773.00	201,000.00	63,040.44
08/01/90-08/30/90	1207 & 1210	7,004.25	12,700.00	(5,674.00)
10/01/90-10/31/90		-	30,773.00	(30,773.00)
11/01/90-11/30/90		-	-	-
12/01/90-12/31/90	1022 & 1044	60,000.00	-	60,000.00
01/01/91-01/31/91		-	60,000.00	(60,000.00)
02/01/91-02/28/91	1000	30,000.00	-	30,000.00
03/01/91-03/31/91	1120 & 1100	72,000.00	60,000.00	7,000.00
04/01/91-04/30/91	1207	67,321.16	125,211.00	(37,000.44)
05/01/91-05/31/91	1203	40,000.00	40,000.00	-
06/01/91-06/30/91	1330 & 1307	62,000.12	10,000.00	22,204.46
07/01/91-07/31/91		-	32,204.46	(32,204.46)
08/01/91-08/31/91	1430 & 1400	123,044.26	123,044.41	(0.00)
09/01/91-09/30/91		-	-	-
10/01/91-10/31/91		-	-	-
11/01/91-11/30/91		-	-	-
12/01/91-12/31/91		-	-	-
01/01/92-01/31/92		-	-	-
02/01/92-02/29/92	1300	30,000.00	-	70,000.00
03/01/92-03/27/92	N/A	100,000.00	100,000.00	-
04/01/92-04/27/92		-	-	-
05/01/92-05/27/92		-	-	-
06/01/92-10/27/92		-	-	-
TOTAL		\$ 607,000.37	\$ 618,200.00	42,501.27

A: STATEMENT INCORRECTLY DATED

B: PAYMENTS NOT CREDITED BY ATC

Schedule 4

**TSI VS ATC
COMPARISON OF MINUTES**

PERIOD	ACTUAL		MINUTES OVERCHARGED
	MINUTES PER ATC	MINUTES PER TSI	
01/01/80-01/31/80	108,088.00	80,888.80	28,088.10
02/01/80-02/28/80	118,839.00	108,075.80	9,763.20
03/01/80-03/31/80	137,663.20	120,021.80	17,641.40
04/01/80-04/30/80	137,186.30	136,889.30	296.00
05/01/80-05/31/80	133,006.80	136,543.70	(5,537.90)
06/01/80-06/30/80	147,340.00	136,940.30	11,399.70
07/01/80-07/31/80	166,284.80	160,716.80	4,578.10
08/01/80-08/31/80	173,804.80	168,878.80	16,027.80
09/01/80-09/30/80	188,100.80	178,929.00	(17,828.10)
10/01/80-10/31/80	221,184.40	162,808.10	58,286.30
11/01/80-11/30/80	163,247.30	225,808.10	(62,258.80)
12/01/80-12/31/80	188,240.10	215,937.00	(48,696.90)
01/01/81-01/31/81	225,588.00	184,708.80	40,889.20
02/01/81-02/28/81	206,473.40	229,186.20	(23,092.80)
03/01/81-03/31/81	229,874.70	208,874.00	21,000.70
04/01/81-04/30/81	298,883.40	184,438.80	111,643.50
05/01/81-05/31/81	306,546.80	284,732.20	11,794.40
06/01/81-6/30/81	310,732.40	311,830.80	(1,198.40)
07/01/81-07/31/81	376,883.40	315,788.80	60,924.80
08/01/81-08/31/81	437,242.80	362,486.80	44,756.00
09/01/81-09/30/81	418,882.00	445,286.80	(26,703.50)
10/01/81-10/31/81	513,078.10	484,876.70	58,101.40
11/01/81-11/30/81	456,017.70	518,884.10	(63,878.40)
12/01/81-12/30/81	444,728.80	482,802.70	(37,873.90)
01/01/82-01/31/82	500,728.50	375,830.30	125,198.20
02/01/82-02/28/82 (A)	500,731.70	507,043.20	(8,311.50)
TOTAL MINUTES	7,048,742.70	6,718,282.30	327,460.40

A: AFTER FEBRUARY 1982 ATC STOPPED SHOWING MINUTES IN THEIR STATEMENTS TO TSI
 B: ATC MARCH 1982 STATEMENT DID NOT INCLUDE MINUTES

**TBI VS ATC
COMPARISON OF OVERCHARGES
MINUTES
BY CATEGORY**

PERIOD 01/01/80-01/31/80 MINUTES	PER ATC	PER ATC	PER ATC	PER TBI	PER TBI	PER TBI	DIFFERENCE	OVERCHARGES IN BRACKETS
	INTERNATIONAL	8888	DOMESTIC	INTERNATIONAL	8888	DOMESTIC	BETWEEN TBI & ATC OVERCHARGED = NEG	
AMOUNT DUE	\$ 10710.2	\$ 3002	\$ 95305.8	\$ 6200	\$ 1030	\$ 72012.0	-30000.1	
AVERAGE RATE PER MINUTE	\$ 0.074.94	\$ 0.021	\$ 0.14	\$ 0.01	\$ 0.21	\$ 0.14	(0.053.10)	
02/01/80-02/28/80 MINUTES	11007.0	2073	104010.1	8224	3002	87040.0	-5703.20	
AMOUNT DUE	\$ 8,205.27	\$ 603.33	\$ 14,000.70	\$ 4,000.15	\$ 630.42	\$ 13,000.07	(3,321.03)	
AVERAGE RATE PER MINUTE	\$ 0.04	\$ 0.21	\$ 0.14	\$ 0.04	\$ 0.21	\$ 0.14	0.34	(3,321.03)
03/01/80-03/31/80 MINUTES	17000.0	010	100147.1	0500	2073	100000.0	-17001.00	
AMOUNT DUE	\$ 13,000.25	\$ 101.10	\$ 10,000.20	\$ 0,770.20	\$ 603.33	\$ 10,000.03	(0,110.00)	
AVERAGE RATE PER MINUTE	\$ 0.70	\$ 0.21	\$ 0.14	\$ 0.70	\$ 0.21	\$ 0.14	0.40	(0,110.00)
04/01/80-04/30/80 MINUTES	17443.0	122	110000.4	11000	001	120040.3	-200.00	
AMOUNT DUE	\$ 14,202.37	\$ 25.02	\$ 10,707.01	\$ 0,705.30	\$ 100.21	\$ 17,300.00	(3,734.11)	
AVERAGE RATE PER MINUTE	\$ 0.02	\$ 0.21	\$ 0.14	\$ 0.02	\$ 0.21	\$ 0.14	12.02	(3,734.11)
05/01/80-05/31/80 MINUTES	22130.0	0000	101370.0	14000	122	120021.7	0637.00	
AMOUNT DUE	\$ 17,131.30	\$ 1,000.00	\$ 11,027.02	\$ 11,473.00	\$ 25.02	\$ 17,300.04	(2,203.04)	
AVERAGE RATE PER MINUTE	\$ 0.77	\$ 0.21	\$ 0.12	\$ 0.77	\$ 0.21	\$ 0.14	(0.41)	(2,203.04)
06/01/80-06/30/80 MINUTES	20204.0	0027	110140.01	20100	0000	100200.3	-11300.71	
AMOUNT DUE	\$ 21,000.00	\$ 1,404.07	\$ 0,904.33	\$ 10,702.00	\$ 1,000.00	\$ 14,073.00	2,570.04	
AVERAGE RATE PER MINUTE	\$ 0.03	\$ 0.21	\$ 0.07	\$ 0.03	\$ 0.21	\$ 0.14	(0.23)	2,570.04
07/01/80-07/31/80 MINUTES	20072.3	0030	122104.0	23025	0027	120704.0	-4570.10	
AMOUNT DUE	\$ 20,400.02	\$ 1,007.00	\$ 14,220.05	\$ 10,000.25	\$ 1,404.07	\$ 10,007.07	(003.00)	
AVERAGE RATE PER MINUTE	\$ 0.73	\$ 0.21	\$ 0.12	\$ 0.73	\$ 0.21	\$ 0.14	0.13	(003.00)

01.06.80 17.45

Schedule 5

**TBI VS ATC
COMPARISON OF OVERCHARGED
MINUTES
BY CATEGORY**

PERIOD	PER ATC			PER TBI			DIFFERENCE	
	INTERNATIONAL	DOMESTIC	DOMESTIC	INTERNATIONAL	DOMESTIC	DOMESTIC	BETWEEN TBI & ATC OVERCHARGED - NEG	OVERCHARGES IN BRACKETS
000100-000100								
MINUTES	31885.8	18485	123304	28881.5	8038	127635.3	-15827.80	
AMOUNT DUE	\$ 23,842.73	\$ 3,883.85	\$ 13,844.22	\$ 18,427.83	\$ 1,057.88	\$ 17,888.84	\$ (3,316.38)	\$ (3,316.38)
AVERAGE RATE PER MINUTE	\$ 0.75	\$ 0.21	\$ 0.11	\$ 0.75	\$ 0.21	\$ 0.14	\$ 0.22	
000100-000200								
MINUTES	33884.1	14648	108738.8	28888	17887	128834	17888.18	
AMOUNT DUE	\$ 26,137.48	\$ 3,888.48	\$ 12,262.81	\$ 22,148.72	\$ 3,773.87	\$ 14,188.74	\$ (338.18)	\$ (338.18)
AVERAGE RATE PER MINUTE	\$ 0.74	\$ 0.21	\$ 0.11	\$ 0.74	\$ 0.21	\$ 0.11	\$ (0.82)	
100100-100100								
MINUTES	42843.8	17847	188788.8	33882	14848	118317.1	-88385.38	
AMOUNT DUE	\$ 32,488.78	\$ 3,884.87	\$ 17,788.78	\$ 26,118.82	\$ 3,883.48	\$ 12,884.88	\$ (13,118.88)	\$ (13,118.88)
AVERAGE RATE PER MINUTE	\$ 0.78	\$ 0.21	\$ 0.11	\$ 0.78	\$ 0.21	\$ 0.11	\$ 0.23	
110100-110000								
MINUTES	38888.8	8813	122127.4	48847	17847	187312.1	62288.88	
AMOUNT DUE	\$ 28,388.87	\$ 1,281.73	\$ 14,181.88	\$ 30,488.28	\$ 3,884.87	\$ 20,877.48	\$ 12,588.17	\$ 12,588.17
AVERAGE RATE PER MINUTE	\$ 0.75	\$ 0.21	\$ 0.12	\$ 0.75	\$ 0.21	\$ 0.12	\$ 0.28	
120100-120100								
MINUTES	38851.8	8885	138823.3	43888	7888	184472	48888.88	
AMOUNT DUE	\$ 28,388.87	\$ 1,273.85	\$ 15,488.84	\$ 37,873.18	\$ 1,888.38	\$ 18,738.84	\$ 15,888.33	\$ 15,888.33
AVERAGE RATE PER MINUTE	\$ 0.88	\$ 0.21	\$ 0.12	\$ 0.88	\$ 0.21	\$ 0.12	\$ 0.34	
010101-010101								
MINUTES	33883.4	6881	188143.8	34882	4884	148888.8	-48881.28	
AMOUNT DUE	\$ 25,888.38	\$ 1,237.11	\$ 1,785.88	\$ 25,838.88	\$ 1,842.44	\$ 17,487.38	\$ (3,888.12)	\$ (3,888.12)
AVERAGE RATE PER MINUTE	\$ 0.75	\$ 0.21	\$ 0.12	\$ 0.75	\$ 0.21	\$ 0.12	\$ 0.18	
020101-020801								
MINUTES	38818.7	6882	188884.7	32848	8881	188828.2	23882.88	
AMOUNT DUE	\$ 22,818.81	\$ 1,178.42	\$ 18,828.82	\$ 24,258.88	\$ 1,237.11	\$ 22,811.88	\$ 4,788.86	\$ 4,788.88
AVERAGE RATE PER MINUTE	\$ 0.75	\$ 0.21	\$ 0.12	\$ 0.75	\$ 0.21	\$ 0.12	\$ 0.28	

03-06-59 17.46 LIFE SAVING INSTRUMENTS

**TBI VS ATC
COMPARISON OF OVERCHARGED
MINUTES
BY CATEGORY**

PERIOD	PER ATC			PER TBI			DIFFERENCE BETWEEN TBI & ATC OVERCHARGED = NEG	OVERCHARGES IN BRACKETS	
	INTERNATIONAL	0000	DOMESTIC	INTERNATIONAL	0000	DOMESTIC			
030101-030401									
MINUTES		30015.1	5235	100024.0	20404	6010.5	173770.5	-21000.70	
AMOUNT DUE	\$	21,005.40	\$ 1,000.35	\$ 22,026.40	\$	22,702.00	\$ 1,170.21	\$ 20,003.64	\$ (2,000.73)
AVERAGE RATE PER MINUTE	\$	0.77	\$ 0.21	\$ 0.12	\$	0.77	\$ 0.21	\$ 0.12	\$ 0.12
040100-040301									
MINUTES		30072.0	16112	241000.0	23004	4000.5	100010.4	-111043.50	
AMOUNT DUE	\$	30,030.40	\$ 3,173.02	\$ 20,144.00	\$	10,007.00	\$ 000.00	\$ 10,700.25	\$ (23,574.02)
AVERAGE RATE PER MINUTE	\$	0.70	\$ 0.21	\$ 0.12	\$	0.70	\$ 0.21	\$ 0.12	\$ 0.21
050101-050401									
MINUTES		42020.0	0000	300005.1	30007.1	20030.5	200710.0	-11704.00	
AMOUNT DUE	\$	32,740.02	\$ 1,430.70	\$ 30,340.12	\$	27,000.00	\$ 0,101.00	\$ 27,440.00	\$ (3,032.00)
AVERAGE RATE PER MINUTE	\$	0.70	\$ 0.21	\$ 0.12	\$	0.70	\$ 0.21	\$ 0.12	\$ 0.20
060101-060301									
MINUTES		44001	7001	200100.4	42710.1	20000.0	200720.0	1100.00	
AMOUNT DUE	\$	33,247.01	\$ 1,007.11	\$ 30,202.20	\$	31,000.01	\$ 4,722.07	\$ 20,007.11	\$ 702.30
AVERAGE RATE PER MINUTE	\$	0.74	\$ 0.21	\$ 0.12	\$	0.74	\$ 0.21	\$ 0.12	\$ 0.03
070101-070401									
MINUTES		40000.0	20210	300470.5	40004.0	14307.0	201000.4	-00024.00	
AMOUNT DUE	\$	30,107.44	\$ 0,020.70	\$ 32,040.00	\$	20,025.40	\$ 3,017.24	\$ 20,720.00	\$ (10,907.07)
AVERAGE RATE PER MINUTE	\$	0.74	\$ 0.21	\$ 0.11	\$	0.74	\$ 0.21	\$ 0.11	\$ 0.25
080101-080401									
MINUTES		03030.5	40020	330070	40070	37100.0	310221	-44700.00	
AMOUNT DUE	\$	47,105.40	\$ 0,400.25	\$ 30,000.70	\$	33,300.00	\$ 7,010.01	\$ 34,120.31	\$ (10,240.00)
AVERAGE RATE PER MINUTE	\$	0.74	\$ 0.21	\$ 0.11	\$	0.74	\$ 0.21	\$ 0.11	\$ 0.41
090101-090201									
MINUTES		00470.5	30002	320021.5	07700	40020	343470.5	20700.50	
AMOUNT DUE	\$	43,070.10	\$ 7,000.02	\$ 30,204.54	\$	42,100.10	\$ 0,240.00	\$ 37,701.70	\$ 1,121.27
AVERAGE RATE PER MINUTE	\$	0.73	\$ 0.21	\$ 0.11	\$	0.73	\$ 0.21	\$ 0.11	\$ 0.04

Schedule 5

TBI VS ATC
COMPARISON OF OVERCHARGED
MINUTES
BY CATEGORY

PERIOD	PER ATC			PER TBI			DIFFERENCE BETWEEN TBI & ATC OVERCHARGED = NEG	OVERCHARGES IN BRACKETS
	INTERNATIONAL	888	DOMESTIC	INTERNATIONAL	888	DOMESTIC		
100101-103101 MINUTES	64485.3	28215	42887.8	58888	38483.8	383544.9	-58101.40	
AMOUNT DUE	\$ 47,884.31	\$ 4,345.15	\$ 48,488.88	\$ 48,888.84	\$ 7,447.48	\$ 43,835.38	(8,888.81)	\$ (8,888.81)
AVERAGE RATE PER MINUTE	\$ 0.73	\$ 0.21	\$ 0.12	\$ 0.73	\$ 0.21	\$ 0.12	0.15	
110101-113001 MINUTES	88275.8	28218	37831.9	88578.7	22887.3	438148.1	83878.40	
AMOUNT DUE	\$ 43,188.12	\$ 6,384.18	\$ 42,738.37	\$ 43,482.45	\$ 4,838.13	\$ 82,337.77	9,484.77	\$ 9,484.77
AVERAGE RATE PER MINUTE	\$ 0.73	\$ 0.21	\$ 0.12	\$ 0.73	\$ 0.21	\$ 0.12	0.15	
120101-123001 MINUTES	88782.4	24823.5	383182.8	87823.1	28887.4	388772.2	37873.88	
AMOUNT DUE	\$ 41,838.88	\$ 8,212.84	\$ 42,888.87	\$ 41,488.83	\$ 5,833.88	\$ 47,812.88	8,783.28	\$ 8,783.28
AVERAGE RATE PER MINUTE	\$ 0.72	\$ 0.21	\$ 0.12	\$ 0.72	\$ 0.21	\$ 0.12	0.18	
010102-013102 MINUTES	88883.7	38788	488384.8	47788.5	22238.8	388888.2	-128188.28	
AMOUNT DUE	\$ 48,418.81	\$ 8,881.28	\$ 48,888.88	\$ 33,887.38	\$ 4,888.43	\$ 33,818.81	(28,713.28)	\$ (28,713.28)
AVERAGE RATE PER MINUTE	\$ 0.71	\$ 0.21	\$ 0.12	\$ 0.71	\$ 0.21	\$ 0.11	0.21	
080102-083002 MINUTES	73843.1	31288	38838.8	52881	4388.2	411388	8311.88	
AMOUNT DUE	\$ 48887.88	\$ 882.8	\$ 48847.83	\$ 38,483.77	\$ 8,888.38	\$ 48,388.72	(7,887.88)	\$ (7,887.88)
AVERAGE RATE PER MINUTE	\$ 0.87	\$ 0.21	\$ 0.12	\$ 0.87	\$ 0.21	\$ 0.12	(1.27)	
TOTAL OVERCHARGES							\$ (8,341.72)	

EXHIBIT I

BEFORE THE 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
Filed: December 11, 1997

TRANSCALL'S RESPONSE TO FIRST SET OF FACT INTERROGATORIES

1. Please identify all persons who contributed information used in formulating responses to these interrogatories.

**Brian Sulmonetti, WorldCom, Inc.
Albert T. Gimbel, Esq., Messer, Caparello & Self, P.A.**

2. Specify the exact amount of damages that you claim in the pending Complaint, showing your computation.

\$640,323.39 with interest from May 17, 1992. Summary sheet - FRS

3. Identify all persons with knowledge of the allegations of the subsisting complaint, and your reply to the answer thereto, and state their knowledge.

Persons with primary knowledge of the allegations contained in the complaint, reply and answer filed by Transcall are: Brian Sulmonetti, Mary Jo Daurio and Clara Reynardus-Thompson. Other witnesses may be identified as discovery progresses.

4. Identify all persons with knowledge of the allegations of the subsisting counterclaim, and your answer and defenses thereto, and state their knowledge.

See response to #3 above.

5. State the residence address and telephone number, and work address and telephone number, of each of the following persons:

ATC objects to providing the personal residence address of current WorldCom employees on the grounds that such address is irrelevant and outside the scope of discovery. The business address of current WorldCom employees are as follows:

**William Anderson
WorldCom, Inc.
P.O. Box 23397
Jackson, MS 39225-3397**

**Joseph P. Holop
6929 North Lakewood Avenue, MD-3.1-107D
Tulsa, Oklahoma 74117**

**Dennis Sickle
LDDS WorldCom Communications
1515 S. Federal Highway, Suite 400
Boca Raton, FL 33432**

**Scott Sullivan
LDDS WorldCom Communications
P.O. Box 23397
Jackson, MS 39225-3397**

**Brian Sulmonetti
LDDS Communications, Inc.
1515 S. Federal Highway, Suite 400
Boca Raton, FL 33432**

The last known addresses of former employees are as follows:

**Dan Merritt
Unknown**

**Joseph Signorelli
23289 Lago Mar Circle
Boca Raton, FL 33433**

David Resposo
Unknown

Rudy McGlashen
Home: 15830 NW 83rd Place
Miami Lakes, FL 33016
305/826-1011

Norman Klugman
520 Northland Ridge
Atlanta, GA 30342

Raymond H. Yeager, Jr.
Unknown

Raymond Creta
Unknown

6. Identify the entity owning the assets of Transcall from July 1, 1989 through July 1, 1992, and describe how such entity acquired such assets, and identify the entity subject to the liabilities of Transcall to which Transcall was subject from July 1, 1989 through July 1, 1992, and describe how such entity became subject to such liabilities.

See attached chronology of corporate transactions and history.

7. In regard to the written agreement between Transcall and TSI, filed as exhibit A to the complaint,

a. Was such agreement filed with the PSC or FCC as a tariff or otherwise (other than in this case).

No.

b. If not, do you contend that such agreement should have been filed as a tariff or otherwise (other than in this case), and, if so, who do you contend should

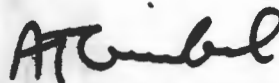
have filed it, and under what legal or administrative authority should it have been filed.

No. There was no requirement on behalf of Transcall to file this agreement and the FPSC made no request for Transcall to do so. See Section 364.07, F.S. (1989), and Rule 25-24.485(1)(a), F.A.C.

8. Please describe the corporate histories of Transcall Entities, specifying how the assets and liabilities of Telus were acquired or relinquished as a result of mergers, purchases, sales, reorganizations, or other corporate transactions.

See response to #6 above.

Respectfully submitted,



ALBERT T. GIMBEL
Messer, Caparello & Self, P.A.
Post Office Box 1876
Tallahassee, FL 32302-1876
(850) 222-0720

ATTORNEYS FOR TRANSCALL/ATC

LDDS CHRONOLOGY

- September 21, 1979:** Teltec Saving Communication Company (Teltec) formed.
- December 6, 1982:** Teltec granted an IXC Certificate (Order No. 11377).
- June 13, 1986:** Tritelco, Inc. d/b/a Long Distance America merged with Dial U.S.A., Inc., a management company owned by certain shareholders of Tritelco. The merger was treated as a pooling of interests, and the merged entity changed its name to Dial U.S.A., Inc. d/b/a Long Distance America (LDA). (Order No. 16215).
- February 9, 1988:** Galesi Telecommunications, Inc.'s (GTI) purchase of Teltec approved by the Florida Public Service Commission (Order No. 18830).
- February 17, 1988:** GTI's acquisition of LDA approved by the Florida Public Service Commission (Order No. 18870).
- March 1, 1988:** Teltec and LDA merge and operate under the name of Telus Communications, Inc. (Telus). Norman Klugman, president of LDA, becomes head of Telus.
- June 6, 1988:** The Florida Public Service Commission (Order No. 19429) approves the following transactions related to the formation of Telus:
- a. Merger of Teltec and LDA;**
 - b. Cancellation of LDA;**
 - c. Change in the name of Teltec to Telus; and**

- d. **Transfer of majority ownership in GTI from Francisco Galesi to Rotterdam Ventures, Inc., a company also under the control of Mr. Galesi.**

- July 13, 1988:** The Florida Public Service Commission approves the merger of Advanced Telecommunications Corp. (ATC) and Microtel (Order No. 19669). ATC is operated through the wholly owned subsidiary Transcall America, Inc. (Transcall).
- August 5, 1988:** Effective date of the Florida Public Service Commission Order approving the ATC/Microtel merger.
- August 9, 1989:** ATC and GTI (the parent corporation of Telus) sign an agreement and plan of merger.
- September, 1989:** ATC organizes ATC Acquisition, Inc. (ATC SUB), a wholly-owned subsidiary of ATC for the sole purpose of acquiring GTI.
- November 16, 1989:** ATC SUB merged with GTI. GTI, as the surviving entity, became a wholly-owned subsidiary of ATC.
- December 11, 1989:** Florida Public Service Commission approves the merger of GTI and ATC, and transfer of control of Telus, a subsidiary of GTI, to ATC (Order No. 22287).
- January 8, 1990:** Effective date of the Florida Public Service Commission Order approving the ATC/GTI merger and transfer of control of Telus.
- April 1, 1990:** GTI acquires the assets only of Telus, its wholly owned subsidiary by Asset Purchase Agreement.

- April 1, 1990:** Immediately following, Transcall acquires the assets only of GTI by similar Asset Purchase Agreement.
- August 24, 1990:** ATC files to cancel the Telus certificate and tariff.
- November 14, 1990:** Telus files Articles of Dissolution with the Florida Department of State, Division of Corporations.
- December 5, 1990:** Transcall's amended tariff, which incorporates old Telus services, becomes effective.
- December 12, 1990:** The Telus certificate and tariff canceled by the Florida Public Service Commission. (Order No. 23781; dated 11/19/90)
- May 21, 1991:** GTI files Articles of Dissolution with Delaware Secretary of State.
- May/June 1992:** ATC/LDDS merger announced.
- July 6, 1992:** Application for transfer of control of ATC to LDDS filed with the Florida Public Service commission.
- August 26, 1992:** Florida Public Service Commission approves LDDS/ATC merger (Docket No. 920698-TI; Order No. PSC-92-0877-FOF-TI).
- December 4, 1992:** LDDS/ATC merger completed.
- February 25, 1993:** LDDS announces another merger with Metromedia-Resurgens.
- December 4, 1993:** Metromedia-Resurgens complete their merger with LDDS. The new company (a Georgia corporation) is called LDDS Communications, Inc. d/b/a LDDS Metromedia Communications. (Order No. PSC-93-1267-FOF-TI.)