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November 6, 2009

MS. ANN COLE
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

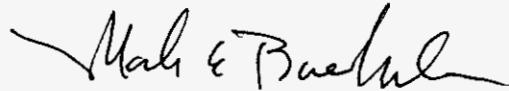
Re: Docket No. 080631-TP: Petition for Commission to intervene, investigate and mediate dispute between DSL Internet Corporation d/b/a DSLi and BellSouth Telecommunications, Inc.

Dear Ms. Cole:

Please find enclosed an original together with 15 copies of the Petitioner DSL Internet Corporation's Rebuttal Testimony of Eduardo Maldonado in the above reference docket.

If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,



Mark E. Buechele, Esq.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NUMBER 080631-TP
REBUTTAL TESTIMONY OF EDUARDO MALDONADO
ON BEHALF OF DSL INTERNET CORPORATION
NOVEMBER 6, 2009

Q. PLEASE STATE YOUR NAME AND ADDRESS?

A. My name is Eduardo Maldonado, and my business address is 815 N.W. 57th Avenue, 3rd Floor, Miami, Florida 33126.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?

A. I am currently employed by DSL Internet Corporation ("DSL") as the Vice-President of Administration.

Q. ARE YOU THE SAME EDUARDO MALDONADO WHO PROVIDED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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1 A. I will rebut the direct testimony of AT&T Florida witnesses Cindy A. Clark and
2 P.L. (Scot) Ferguson given earlier in this proceeding.

3

4 **Q. PAGE 3 (LINES 24-25) THROUGH PAGE 4 (LINES 1-4) OF THE DIRECT**
5 **TESTIMONY OF SCOT FERGUSON CONTENDS THAT THE 2003**
6 **INTERCONNECTION AGREEMENT, THE TRRO AMENDMENT TO THE 2003**
7 **INTERCONNECTION AGREEMENT, THE 2007 INTERCONNECTION**
8 **AGREEMENT AND AT&T'S TARIFF GOVERN THE PARTIES'**
9 **RELATIONSHIP AS IT RELATES TO THE "TRUE-UP" BILLING. WHY IS**
10 **AT&T'S POSITION AND THIS STATEMENT WRONG?**

11

12 A. First, Mr. Ferguson gives no explanation as to how or why the 2003
13 Interconnection Agreement, the TRRO Amendment and/or the 2007
14 Interconnection Agreement govern the "True-Up" Billing.

15 Both Mr. Ferguson and Ms. Clark admit in their Direct Testimonies that the
16 price for each of the elements in the "True-Up" Billing comes directly from the
17 BellSouth Telecommunications FCC No. 1 Tariff, Section 7 - Special Access
18 (a.k.a. BellSouth SPA) Service. Indeed, Ms. Clark attaches to her Direct
19 Testimony as Exhibit CAC-1 portions of the Special Access Service section of
20 the FCC No. 1 Tariff from which the rates charged were obtained. In her Exhibit
21 CAC-1, Ms. Clark further attaches a portion of Section 2 of the FCC No. 1 Tariff
22 which Ms. Clark claims provides a basis for AT&T seeking a one percent per
23 month late payment penalty. Ms. Clark further states on page 4, lines 5-7, of her
24 Direct Testimony that: "The \$188,820.59 amount due is the difference between

1 the UNE billing that was rendered to DSLi, and the appropriate special access
2 billing for the particular circuit configuration.” Both Mr. Ferguson and Ms. Clark
3 agree that Special Access Tariff rates were used for: (1) new circuits installed
4 after March 11, 2005; and (2) for embedded base circuits on and after March 11,
5 2006; and that all of the “True-Up” Billing was for the difference between the
6 Special Access Tariff rate and the amount AT&T billed. Ms. Clark’s Direct
7 Testimony attaches an Exhibit CAC-2, which at first glance appears to be an
8 electronic version of Exhibit EM-10 attached to my Direct Testimony. Both of
9 these exhibits reflect that all of the “True-Up” Billing purports to use month-to-
10 month Special Access Service rates. Moreover, both of these exhibits reflect a
11 CABS billing date (at least for three circuits) as late as October 22, 2007.

12 The TRRO Amendment contains provisions in Section 1 (Transition for
13 DS1 and DS3 Loops) and Section 5 (Dedicated Transport and Dark Fiber
14 Transport) that removed all of the circuits and network elements in the “True-Up”
15 Billing from the parties’ Interconnection Agreement and provided that if DSLi did
16 not provide BellSouth (now AT&T Florida) a list of the circuits and network
17 elements to be converted by March 10, 2006, that AT&T could in essence
18 consider those circuits and network elements to be disconnected and bill DSLi
19 the Unbundled Network Element (“UNE”) disconnection charges applicable under
20 the 2003 Interconnection Agreement. Although the TRRO Amendment
21 references the Special Access Tariff, it does so only to clarify that all further
22 dealings by the parties on the issue of removed circuits and network elements is
23 to be governed by the Tariff and not by any Interconnection Agreement. The

1 TRRO Amendment did not purport to deal with the billing of any circuits or
2 network elements after their removal from the 2003 Interconnection Agreement;
3 which is what AT&T's "True-Up" Billing purports to be (i.e. billing for circuits and
4 network elements after their removal from all Interconnection Agreements).

5 It is undisputed in the Direct Testimony of Scot Ferguson that the TRRO
6 removed all new circuits on or after March 11, 2005 from any of the parties'
7 Interconnection Agreements and that the TRRO Amendment signed on March
8 10, 2006 specifically removed the rest of the circuits (i.e. the embedded base that
9 existed as of March 10, 2005) from any of the parties' Interconnection
10 Agreements. For the embedded base circuits, AT&T continued to erroneously
11 bill the monthly recurring charge for some of these circuits for as long and one
12 and half years (or longer); while for new circuits installed after March 11, 2005,
13 AT&T continued to erroneously bill the monthly recurring charge for some of
14 these circuits as long as two and a half years (or longer). In other words, what
15 AT&T is really saying is that for as long as two and half years (or even more),
16 AT&T continued to erroneously bill DSLi and other CLEC's for special access
17 circuits, by failing to bill the Special Access Tariff rate and that now AT&T wishes
18 to recover the difference between the Special Access Tariff rate and the amount
19 erroneously billed.

20 Since AT&T claims that all of the "True-Up" Billing was to Special Access
21 Tariff rates and that AT&T just did not bill those rates for an extended period of
22 time; and since AT&T concedes that all of the "True-Up" Billing was for circuits
23 and network elements removed from all Interconnection Agreements, the "True-

1 Up” Billing is governed solely by federal law; i.e. AT&T’s FCC No. 1 Tariff and
2 Title 47 of the United States Code, including 47 U.S.C. Sections 201, 202 and
3 415; together with applicable and related FCC rules and FCC opinions. The
4 “True-Up” Billing is not governed by either the 2003 Interconnection Agreement,
5 the TRRO Amendment and/or the 2007 Interconnection Agreement. Rather, the
6 only relevance these documents have to this proceeding is to help AT&T
7 established the erroneous rates previously charged and paid for these network
8 elements without having to pull out all of the parties’ prior billings. Other than for
9 the purpose of establishing what has already been paid for these network
10 elements and that these network elements are not available under any
11 Interconnection Agreement, the 2003 Interconnection Agreement, the TRRO
12 Amendment and the 2007 Interconnection Agreement have no relevance to this
13 proceeding.

14 Since all circuits and network elements in the “True-Up” Billing were
15 specifically removed from all Interconnection Agreements by the TRRO
16 Amendment and have been billed under AT&T’s FCC No. 1 Tariff, none of the
17 Interconnection Agreements or Amendments can govern the billing; rather the
18 “True-Up” Billing is governed by AT&T’s FCC No. 1 Tariff and federal law.

19

20 **Q. BUT ON PAGES 5 AND 6 OF HER DIRECT TESTIMONY, CINDY CLARK**
21 **CLAIMS THAT PROVISIONS OF THE 2003 AGREEMENT, TRRO**
22 **AMENDMENT, 2007 AGREEMENT AND TARIFF PERMIT AT&T FLORIDA TO**
23 **BILL DSLI. WHY IS AT&T’S POSITION AND THIS STATEMENT WRONG?**

1 A. Ms. Clark is wrong because she ignores the fact that when these network
2 elements were delisted by the FCC in the TRRO, these network elements were
3 removed from the scope of Sections 251 and 252 of the Telecommunications Act
4 and thus could no longer be the subject of any Interconnection Agreement
5 between the parties. Ms. Clark also ignores the specific language of the TRRO
6 Amendment which removed these network elements from the parties' 2003
7 Interconnection as previously explained in my Direct Testimony and now in this
8 Rebuttal Testimony.

9 Moreover, Ms. Clark's reference to Section 1.8 of Attachment 2 of the
10 2007 Interconnection Agreement is not relevant for several reasons. First, the
11 recitals in the General Terms and Conditions specifically limit the 2007
12 Interconnection Agreement to the purchase of network elements available under
13 Sections 251 and 252 of the Telecommunications Act.

14 Second, paragraph 2.1 of the General Terms and Conditions of the 2007
15 Interconnection Agreement specifically states as follows:

16 "Notwithstanding any prior agreement of the Parties, the rates,
17 terms and conditions of this Agreement shall not be applied
18 retroactively prior to the Effective Date."
19

20 Since the 2007 Interconnection Agreement was entered in February 2007 with an
21 effective date of 30 days after execution (see the Definitions after the Recitals in
22 the General Terms and Conditions), the terms and conditions of the 2007
23 Interconnection Agreement cannot be applied retroactively before March 2007.
24 Thus paragraph 2.1 of the General Terms and Conditions of the 2007
25 Interconnection Agreement specifically prevent what Ms. Clark is trying to do in

1 her Direct Testimony on page 5 (lines 13-30), and that is to apply the terms and
2 conditions of the 2007 Interconnection Agreement to time-periods before the
3 2007 Interconnection Agreement came into effect. A copy of this relevant
4 language from the 2007 Interconnection Agreement is attached to this Rebuttal
5 Testimony as Exhibit EM-13. A review of the "True-Up" Billing (Exhibits CAC-1
6 and EM-10) shows that only \$2,655.50 of the total of \$188,820.59 sought by
7 AT&T is for CABS billing after the 2007 Interconnection Agreement came into
8 effect (i.e. CABS billing dates on and after March 22, 2007; see Exhibit EM-18 to
9 this Rebuttal Testimony). Therefore, to the extent Ms. Clark's reference to
10 Section 1.8 of Attachment 2 of the 2007 Interconnection Agreement has any
11 relevance, it applies only to billings beginning in March 2007 (i.e. only \$2,655.50
12 of the total amount billed).

13 Third, Ms. Clark misstates the relevance of Section 1.8 of Attachment 2
14 (2007 Interconnection Agreement) by citing only a portion of that Section. A
15 complete reading Section 1.8 in its proper context, indicates that Section 1.8 was
16 meant to cover circumstances under the 2007 Interconnection Agreement where
17 delisted network elements no longer available under Sections 251 and 252 of the
18 Telecommunications Act are mistakenly ordered under the 2007 Interconnection
19 Agreement as UNEs. Under that circumstance, Section 1.8 is supposed to allow
20 AT&T to correct the erroneous request and/or order. Section 1.8 clearly does not
21 apply to any part of the TRRO transition between 2005 and 2006, clearly does
22 not apply to the embedded base circuits or network elements that were in service
23 prior to March 11, 2005, which comprise \$136,445.47 of the total \$188,820.54

1 "True-Up" Billing amount (i.e. the summation of all charges on Exhibits CAC-02
2 and EM-10 which have an effective date of 3/11/2006; see Exhibit EM-15 to this
3 Rebuttal Testimony) and certainly was not intended to apply retroactively to any
4 other circuits or network elements prior to the effective date of the 2007
5 Interconnection Agreement. In any event, in prior correspondence between the
6 parties on this issue, AT&T never claimed that the 2007 Interconnection
7 Agreement had any relevance to the "True-Up" Billing, but rather only cited the
8 2003 Interconnection Agreement and the TRRO Amendment. A true and correct
9 copy of that correspondence is attached to this Rebuttal Testimony as Exhibit
10 EM-19.

11 Lastly, Ms. Clark ignores the fact that at the heart of this dispute is billing
12 under AT&T's FCC No. 1 Tariff, the terms and conditions of which are set forth in
13 that Tariff and governed by established federal law and prior FCC rulings. AT&T
14 and Ms. Clark try to ignore this fact because federal law and the FCC have set
15 limits on billing practices and because AT&T's delay in properly billing delisted
16 network elements was clearly unreasonable.

17

18 **Q. IN REGARDS TO HER DIRECT TESTIMONY ON PAGES 4 THROUGH 6,**
19 **CINDY CLARK CLAIMS THAT THE "TRUE-UP" BILLING WAS BILLED**
20 **UNDER THE 2003 AGREEMENT, TRRO AMENDMENT AND THE 2007**
21 **AGREEMENT, BUT ON PAGE 7 SHE CLAMS THAT THE LATE PAYMENT**
22 **CHARGES ARISE UNDER AT&T'S FCC NO. 1 TARIFF. DO YOU FIND THIS**
23 **INCONSISTENT, AND IF SO, HAS MS. CLARK FAILED TO PROVIDE OTHER**

1 **PORTIONS OF THE TARIFF THAT GOVERN THE ‘TRUE-UP’ BILLING AND**
2 **WHICH AT&T HAS FAILED TO COMPLY WITH?**

3

4 A. Yes, this is very inconsistent. Both Interconnection Agreements have detailed
5 sections that provide for both billing of carrier charges and billing of late payment
6 charges. To try to mix the tariff with the Interconnection Agreements shows how
7 inconsistently and erroneously AT&T is attempting to characterize the “True-Up”
8 Billing. AT&T’s FCC No. 1 Tariff has provisions for how billing is to be rendered
9 which Cindy Clark has failed to identify or provide. Attached to this Rebuttal
10 Testimony as Exhibit EM-14 is a full copy of Section 2.4.1 of AT&T’s FCC No. 1
11 Tariff. Under Section 2.4.1(B), AT&T is supposed to “bill on a current basis all
12 charges incurred by and credits due to the customer under this tariff” and “shall
13 bill in advance charges for all services to be provided during the ensuing billing
14 period except for charges associated with service usage and for the Federal
15 Government which will be billed in arrears.” Moreover, under Sections
16 2.4.1(B)(1) & (2) bills are supposed to include non-usage sensitive charges for
17 the ensuing billing period and any unbilled usage charges for the prior period
18 together with late payment charges. Under Section 2.4.1(B)(3)(a), payment for
19 such bills are to be due either within 31 days of the bill date or by the next bill
20 date (whichever is earlier).

21 AT&T failed to comply with its FCC No. 1 Tariff when rendering the “True-
22 Up” Billing to DSLi. Each of the specific charges on the billing should have been
23 rendered on the billing date immediately preceding the month in which services

1 were rendered, with payment being due either within 31 days or by the next bill
2 date. Using this analysis, it is clear that AT&T's "True-Up" Billing is contrary to its
3 FCC No. 1 Tariff and federal law as explained in my Direct Testimony under
4 Sections 201 and 415 of Title 47 of the United States Code and the FCC's 1997
5 ruling in The People's Network Inc. v. American Telephone and Telegraph Co.,
6 (FCC DA97-684) (Copies of which are attached to this Rebuttal Testimony as
7 Exhibit EM-16).

8

9 **Q. BOTH SCOT FERGUSON (PAGE 10, LINES 23-25 AND PAGE 11, LINES**
10 **2-5) AND CINDY CLARK (PAGE 6, LINES 11-17) CLAIM IN THEIR DIRECT**
11 **TESTIMONY THAT THERE IS NOTHING IN THE 2003 AGREEMENT, TRRO**
12 **AMENDMENT AND 2007 AGREEMENT WHICH WOULD RESTRICT AT&T**
13 **FROM BILLING DSLI. WHY IS AT&T'S POSITION AND THIS STATEMENT**
14 **WRONG?**

15

16 A. Both Scot Ferguson and Cindy Clark assume that the "True-Up" Billing
17 originates under one of these documents, which is an incorrect assumption. As
18 explained in my Direct Testimony and in greater detail in this Rebuttal Testimony,
19 the "True-Up" Billing arises under AT&T's FCC No. 1 Tariff and not under either
20 Interconnection Agreement or the TRRO Amendment. Both Mr. Ferguson and
21 Ms. Clark have chosen to ignore federal law governing charges under AT&T's
22 FCC No. 1 Tariff. As also explained in my Direct Testimony, Section 415 of Title
23 47 requires carriers to bring lawsuits for the recovery of charges within two years
24 after the charges accrue. At best, that would only allow AT&T to seek the

1 recovery of charges due within two years prior to the filing of this docket. Under
2 the FCC No. 1 Tariff, this would be for charges where payment would have been
3 due on bills after October 9, 2006; which under the "True-Up" Billing Spreadsheet
4 (Exhibits CAC-2 and EM-10) would only allow AT&T to seek at best \$49,751.97
5 of the \$188,820.59 "True-Up" Billing (i.e. the summation of all charges for CABS
6 billing dates after 9/9/2006; see Exhibit EM-17 to this Rebuttal Testimony).
7 Moreover, only DSLi has made any requests of the Commission in this
8 proceeding. I understand that since AT&T failed to seek recovery of the "True-
9 Up" Billing amount in this proceeding (but is only defending DSLi's petition),
10 arguably Section 415 of Title 47 of the United States Code would prevent AT&T
11 from seeking all of the "True-Up" Billing; but I will allow DSLi's attorney to better
12 argue that position. Furthermore, as I also explained in my Direct Testimony,
13 under the FCC's 1997 ruling in The People's Network Inc. v. American
14 Telephone and Telegraph Co., (FCC DA97-684), back-billings that go back more
15 than several months (i.e. four months in that situation) are an unreasonable
16 billing practice under Section 201(b) of Title 47 of the United States Code. Since
17 the "True-Up" Billing was first sent on or after May 28, 2008 and since the last
18 CABS billing date in the "True-Up" Billing is for the month of October 2007, all of
19 the back-billed amounts violate Section 201(b) of Title 47 and thus are not
20 recoverable.

21 Both Mr. Ferguson and Ms. Clark also ignore Section 27.1 of the General
22 Terms and Conditions of the 2007 Interconnection Agreement (see Exhibit EM-
23 13 to this Rebuttal Testimony) which states in part as follows:

1 “In the event that BellSouth is unable to bill the applicable rate or no
2 rate is established or included in this Agreement for any services
3 provided pursuant to this Agreement, BellSouth reserves the right
4 to back bill DSLi for such rate or for the difference between the rate
5 actually billed and the rate that should have been billed pursuant to
6 this Agreement; provided, however, that subject to DSLi’s
7 agreement to the limitation regarding billing disputes as described
8 in Section 2.2 of Attachment 7 hereof, BellSouth shall not back bill
9 any amounts for services rendered more than twelve (12) months
10 prior to the date that the charges or additional charges for such
11 services are actually billed.”
12

13 Since the “True-Up” Billing was first billed on or about May 28, 2008, even if the
14 2007 Interconnection Agreement governed (which it does not), under Section
15 27.1, BellSouth could only back-bill for service provide after May 28, 2007; which
16 under the “True-Up” Billing spreadsheet (i.e. Exhibits CAC-2 and EM-10), would
17 amount to only \$1,682.90 of the total amount billed (i.e. for CABS billing dates
18 May 22, 2007 and onward; see Exhibit EM-18 to this Rebuttal Testimony). Thus
19 even if Ms. Clark were correct, under the 2007 Interconnection Agreement, AT&T
20 would only be allowed to back-bill DSLi at most \$1,682.90 for those services
21 provided within one year of the May 28, 2008 “True-Up” Billing.
22

23 **Q. BOTH SCOT FERGUSON (PAGE 9, LINES 1-6) AND CINDY CLARK**
24 **(PAGES 9-10) CLAIM IN THEIR DIRECT TESTIMONY THAT DSLI FAILED TO**
25 **PROVIDE BELLSOUTH SPREADSHEETS IDENTIFYING DELISTED UNE**
26 **CIRCUITS BY MARCH 10, 2006. IS THIS CORRECT, AND IF NOT, PLEASE**
27 **EXPLAIN SPECIFICALLY WHAT EVENTS OCCURRED IN REFERENCE TO**
28 **THOSE SPREADSHEETS?**
29

1 A. Both Scot Ferguson and Cindy Clark are incorrect in their claim that DSLi did
2 not provide the required spreadsheets. I personally provided BellSouth (now
3 AT&T Florida) the spreadsheets and neither Mr. Ferguson nor Ms. Clark was
4 involved in that process. Therefore, neither Mr. Ferguson nor Ms. Clark have
5 any personal knowledge of what happened with respect to those spreadsheets.

6 First, I would like to explain that the whole transition process was hectic.
7 DSLi is not a large CLEC and was not actively involved in any of the dockets
8 dealing with the transition. DSLi was not interested in trying to fight the changes,
9 but rather DSLi wanted to simply keep up with the changes and comply as best
10 as possible.

11 During the transition period, DSLi kept informed by daily checking Carrier
12 Notifications on the BellSouth Interconnection Website. So for example, when
13 notice was given about Market-Based Rate ("MBR") Agreements for
14 combinations of delisted UNEs, DSLi asked for and then signed its first MBR
15 Agreement in July 2005.

16 Similarly, when notice was given about the TRRO Amendment, I followed
17 the instructions given in the Carrier Notification and asked for the TRRO
18 Amendment. The same occurred with the Carrier Notification regarding providing
19 BellSouth with spreadsheets of delisted circuits, loops and other network no
20 longer available under the 2003 Interconnection Agreement. Instead of trying to
21 contest or fight the changes, DSLi simply complied with the Carrier Notification
22 issued by BellSouth.

1 Although I do not recall every detail of how the spreadsheets were
2 provided to BellSouth (now AT&T Florida) because this occurred more than three
3 and a half years ago, I do remember the following. March 10, 2006 was a Friday
4 and a very busy day because we were rushing to comply with the BellSouth
5 Carrier Notifications by getting the TRRO Amendment signed and finish
6 compiling and sending the spreadsheets required by the TRRO Amendment and
7 the BellSouth Carrier Notification. I personally oversaw completion of the
8 spreadsheets that day (March 10, 2006) and e-mailed them to BellSouth in
9 accordance with the Carrier Notification. Paper copies of the spreadsheets
10 which I e-mailed to BellSouth on March 10, 2006 were attached to my Direct
11 Testimony as Exhibit EM-4 and are reattached to this Rebuttal Testimony for
12 convenience. On March 10, 2006, I also personally faxed to BellSouth the
13 signature page for the TRRO Amendment which had been signed by Mark Harris
14 on behalf of DSLi.

15 On Monday, March 13, 2006, I received a telephone call from someone at
16 BellSouth, who acknowledged receiving the spreadsheets (Exhibit EM-4), but
17 who told me that BellSouth could not accept the spreadsheets because DSLi had
18 not signed the TRRO Amendment. I told the person at BellSouth that DSLi had
19 in fact signed the TRRO Amendment, but was then told that DSLi had to first
20 straighten out this misunderstanding. Therefore, I contacted Jason Davis, who
21 was DSLi's project manager at BellSouth and informed him of the problem. Mr.
22 Davis then confirmed receipt of the signed TRRO Amendment and then was
23 supposed to contact the appropriate individuals at BellSouth advising them to

1 accept DSLi's spreadsheets. After that, I later spoke a few times with Mr. Davis
2 answering his questions and working with him to make sure that the
3 spreadsheets were up-to-date and accurate. At some point, Mr. Davis sent me
4 back the spreadsheet that I attached to my Direct Testimony as Exhibit EM-5,
5 another copy of which is attached to this Rebuttal Testimony for convenience.
6 After speaking with Mr. Davis a few times in regards to the spreadsheets, I heard
7 nothing from BellSouth on this matter for more than a year until in 2007 DSLi
8 started to see UNE disconnection charges that appeared to be connected with
9 the conversion process. Those charges were disputed and are not a part of this
10 docket.

11

12 **Q. BASED UPON CINDY CLARK'S DIRECT TESTIMONY AND OTHER**
13 **STATEMENTS MADE BY AT&T PERSONNEL AFTER DISPUTING THE**
14 **"TRUE-UP" BILLING, DID DSLI HAVE ANYTHING TO DO WITH AT&T'S**
15 **DELAY IN RENDERING THE "TRUE-UP" BILLING, AND IF NOT, WHAT DO**
16 **YOU THINK REALLY CAUSED THE DELAY?**

17

18 A. Both Scot Ferguson and Cindy Clark insinuate in their Direct Testimonies that
19 it took so long for AT&T to render the "True-Up" Billing because DSLi allegedly
20 failed to provide the spreadsheets of delisted circuits and other network
21 elements. This is simply untrue and inconsistent with statements made in both
22 Ms. Clark's Direct Testimony and which were made to me by AT&T personnel
23 since disputing the "True-Up" Billing.

1 On page 4, line 16 of her Direct Testimony, Ms. Clark states that: "The
2 true-up amounts were billed to CLECs' accounts in May 2008." Ms. Clark goes
3 on to say on Page 4, lines 16-18, that upon request by the CLEC, AT&T provided
4 each CLEC with detailed calculations to support the billing. From this statement
5 and from what I heard from AT&T after disputing the "True-Up" Billing, it appears
6 that all CLECs were back-billed in May 2008 and not just DSLi. If all CLECs
7 were back-billed in May 2006, then the timing of the "True-Up" Billing had nothing
8 to do with DSLi.

9 When DSLi disputed the "True-Up" Billing, I was told by someone at AT&T
10 that the reason AT&T took so long to submit the "True-Up" Billing was because
11 DSLi had never signed the TRRO Amendment. Since DSLi was under the 2007
12 Interconnection Agreement and since I did not have a copy of the TRRO
13 Amendment available at that time, I didn't know how to respond other than to say
14 that AT&T was wrong because I remember DSLi signing the TRRO Amendment.

15 AT&T's position now that DSLi did not submit the spreadsheets is also
16 wrong and insinuates that it was DSLi's fault that the "True-Up" Billing took so
17 long to render. However, neither Mr. Ferguson nor Ms. Clark were involved in
18 the transition process with DSLi and thus neither have any actual or personal
19 knowledge about what DSLi (or I) did or did not submit to BellSouth on March 10,
20 2006. Their statements that DSLi did not submit the required spreadsheets is
21 simply wrong and Ms. Clarks' admission that all CLEC's were sent "true-up" bills
22 in May 2008 confirms that the delay in rendering the "True-Up" Billing had
23 nothing to do with DSLi.

1 From what I can see, nothing DSLi did or did not do caused AT&T's delay
2 in rendering the "True-Up" Billing. Rather, from what I have seen, AT&T waited
3 so long to bill the "True-Up" Billing because of personnel changes and other
4 priorities that took over when AT&T acquired BellSouth and not because of
5 anything that DSLi did or did not do. In fact, in a letter dated February 27, 2009,
6 an attorney for AT&T (Reginald Greene) wrote DSLi's attorney (Mark Buechele)
7 regarding this dispute, and on page 3 of that letter blamed AT&T's delay in
8 providing the "True-Up" Billing on the AT&T merger with BellSouth together with
9 the failure of so many CLECs to provide spreadsheets. A true and correct copy
10 of that letter is attached to this Rebuttal Testimony as Exhibit EM-19.

11

12 **Q. ON PAGE 4, LINES 16-24, AND PAGE 8, LINES 6-15, OF HER DIRECT**
13 **TESTIMONY CINDY CLARK CLAIMS THAT THE "TRUE-UP" BILLING IS**
14 **CORRECT AND THAT DSLI NEVER OBJECTED TO IT. IS THAT CORRECT,**
15 **AND IF NOT, HOW AND WHY DID DSLI RESPOND IN THE MANNER IN**
16 **WHICH IT DID RESPOND?**

17

18 A. No, Ms. Clark is not correct in her assertion. As explained in my Direct
19 Testimony, DSLi submitted BAR Forms for the "True-Up" Billing both before and
20 after receiving the detailed breakdown of charges. The first BAR Form was
21 submitted on 7/17/08 and was attached as Exhibit EM-9 to my Direct Testimony.
22 The detail for the "True-Up" Billing was provided by AT&T on 8/20/08 and the
23 second BAR Form was submitted to AT&T on 9/25/08. The "True-Up" Billing is a

1 very detailed and comprehensive spreadsheet that was attached to my Direct
2 Testimony as Exhibit EM-10 and (apparently) Ms. Clark's Direct Testimony as
3 CAC-2. Although it took AT&T several months to provide DSLi this detail billing
4 after the original May 2008 bill and more than one month after DSLi's first BAR
5 Form was submitted, AT&T expected DSLi to immediately analyze the detailed
6 billing and respond quickly. Given the length and detail involved, it was simply
7 not possible to analyze the detailed bill in a quick manner, particularly when
8 AT&T refused to assist in that process. For example, in discussions which
9 involved Ms. Clark, DSLi asked AT&T to point out what documents governed the
10 "True-Up" Billing and why it took so long to render. AT&T refused to provide a
11 clear answer to either question. DSLi also asked AT&T where the specific rates
12 used in the calculations could be located in the Tariff and in the prior
13 Interconnection Agreements. Ms. Clark and AT&T refused, claiming that DSLi
14 can figure it out by digging through the many thousands of pages of possible
15 documents that might be relevant to the calculation. When questioned about the
16 availability of long-term rates for network elements and how it would change the
17 calculation, Ms. Clark and AT&T once again said that DSLi should try to figure it
18 out without AT&T's assistance. In short, AT&T was not cooperative in trying to
19 resolve the "True-Up" Billing dispute or in assisting DSLi to analyze the details of
20 the billing.

21 As for Ms. Clark's statement on page 8, lines 9-15, that Mr. Johnson of
22 DSLi allegedly expressed no concerns about the accuracy of the calculation, this
23 is simply untrue. Mr. Johnson left DSLi in early January 2009 and was on his

1 way out of DSLi during the time-period that Ms. Clark allegedly bases her
2 assertion. I was involved in all discussions involving Mr. Johnson and Ms. Clark.
3 Mr. Johnson never said he had no objection to the calculation or that DSLi had
4 no concerns about the billing. Mr. Johnson was simply polite and did not want to
5 create hostility while trying to resolve the dispute, while I submitted the disputes
6 and asked for more detailed information. When informal efforts to resolve this
7 dispute failed, I filed the petition in this docket on or about October 9, 2008 and
8 later procured the assistance of counsel. At no time ever was the "True-Up"
9 Billing not contested or disputed as suggested by Ms. Clark.

10

11 **Q. IF CINDY CLARK'S ASSERTION THAT THE 'TRUE-UP' BILLING WAS**
12 **NOT OBJECTED TO ARE INCORRECT, WHAT SPECIFIC OBJECTIONS**
13 **DOES DSLI HAVE TO THE ACCURACY OF THE "TRUE-UP" BILLING?**

14

15 A. Ms. Clark's assertion that DSLi did not object to the "True-Up" Billing is simply
16 incorrect. DSLi also has several objections to the accuracy of the "True-Up"
17 Billing. Putting aside the issues of timeliness and federal law which prevent the
18 billing and which have been discussed previously in my Direct Testimony and
19 above in this Rebuttal Testimony, DSLi also has issues with the accuracy of the
20 "True-Up" Billing.

21 First, AT&T made a mistake in the credit for UNE USOC 1L5ND (Circuit
22 No. 60.HFFU.755367..SB), which under the 2003 Interconnection Agreement
23 was to be billed at \$10.92 per mile. However, under the spreadsheet provided by

1 AT&T, DSLi was only credited for \$32.76 for 11.5 miles or a credit of
2 approximately \$2.85 per mile. For this issue, AT&T over-billed DSLi \$816.78. A
3 detailed calculation of this amount is attached to this Rebuttal Testimony as
4 Exhibit EM-20.

5 Second, as is apparent in Exhibit CAC-1 to the Direct Testimony of Cindy
6 Clark and in my prior Direct Testimony together with Exhibit EM-12, there were
7 several long-term commitment plans available to DSLi for various Access
8 USOCs, including the Channel Services Plan (found in Section 2.4.8(A) of
9 AT&T's FCC No. 1 Tariff), the Area Commitment Plan (found in Section 2.4.8(B)
10 of AT&T's FCC No. 1 Tariff), and the Transport Payment Plan (found in Section
11 2.4.8(D) of AT&T's FCC No. 1 Tariff). The "True-Up" Billing more than covers the
12 time periods required in these plans and the back-billing effectively denied DSLi
13 the opportunity to obtain long-term rates. Copies of the three available long-term
14 rate plans from AT&T's FCC No. 1 Tariff are attached to this Rebuttal Testimony
15 as Exhibit EM-21. Moreover, attached hereto as Exhibit EM-22 are portions of
16 AT&T's FCC No. 1 Tariff containing the long-term rates in these plans for the
17 relevant USOCs in the "True-Up" Billing.

18 With respect to Access USOC TMECS, DLSI was charged \$168.00 per
19 month for that network element. Under the Channel Services Plan and the Area
20 Commitment Plan, the 24-48 month term rate is \$124.00 per month compared to
21 the \$168.00 charged; or an overcharge of these USOCs equivalent to \$44.00 per
22 month for a total overcharge of \$30,831.30. A detailed calculation of this amount
23 is attached to this Rebuttal Testimony as Exhibit EM-23.

1 With respect to Access USOC 1LPEA, DSLi was charged \$220.00 per
2 mile per month for that network element. Under the Transport Payment Plan, the
3 12-36 month term rate is \$131.75 per mile per month compared to the \$220.00
4 charged; or an overcharge of these USOCs equivalent to \$88.25 per mile per
5 month for a total overcharge of \$8,930.45. A detailed calculation of this amount
6 is attached to this Rebuttal Testimony as Exhibit EM-24.

7 With respect to Access USOCs 1L5XX, DSLi was charged \$75.00 per
8 month and \$16.00 per mile per month for those network elements. Under the
9 Channel Services Payment Plan and the Area Commitment Plan, the 24-48
10 month term rate is \$70.00 per month and \$4.90 per mile per month compared to
11 the \$75.00 per month and \$16.00 per mile per month charged; or an overcharge
12 of these USOCs equivalent to \$5.00 per month and \$11.10 per mile per month
13 for a total overcharge of \$8,487.46. A detailed calculation of this amount is
14 attached to this Rebuttal Testimony as Exhibit EM-25.

15 With respect to Access USOC 1LPS8, DLSI was charged \$1270.00 per
16 month for that network element. Under the Transport Payment Plan, the 12-36
17 month term rate is \$782.00 per month compared to the \$1270.00 charged; or an
18 overcharge of these USOCs equivalent to \$488.00 per month for a total
19 overcharge of \$12,864.61. A detailed calculation of this amount is attached to
20 this Rebuttal Testimony as Exhibit EM-26.

21 Finally, with respect to Access USOC 1LPE8, DLSI was charged \$95.00
22 per mile per month for that network element. Under the Transport Payment Plan,
23 the 12-36 month term rate is \$46.75 per mile per month compared to the \$95.00

1 charged; or an overcharge of these USOCs equivalent to \$48.25 per mile per
2 month for a total overcharge of \$36,567.76. A detailed calculation of this amount
3 is attached to this Rebuttal Testimony as Exhibit EM-27.

4

5 **Q. DO YOU AGREE WITH CINDY CLARK'S ASSERTION ON PAGE 8, LINES**
6 **1-4, THAT \$188,820.59 PLUS LATE PAYMENT CHARGES SHOULD BE PAID**
7 **IMMEDIATELY, AND IF NOT, THEN WHY?**

8

9 A. No, I do not agree with Ms. Clark's assertion that \$188,820.59 plus late
10 payment charges should be paid immediately. Section 2.4.1(B)(3)(c) of the
11 AT&T FCC No. 1 Tariff (which can be found in Exhibit EM-14), specifically deals
12 with billing disputes and states in part as follows:

13 "If the dispute is resolved in favor of the Telephone Company and
14 the customer has withheld the disputed amount, any payments
15 withheld pending settlement of the dispute shall be subject to the
16 late payment penalty as set forth in (b) preceding."

17

18 "If the dispute is resolved in favor of the customer and the customer
19 has withheld the disputed amount, no credits or late payment
20 penalties will apply to the disputed amount."

21

22 Ms. Clark's assertion as to what should be paid and when it should be paid is not
23 based upon any applicable document or law. Based upon AT&T's FCC No. 1
24 Tariff, if AT&T is found to be due any amount, such sums will only be due upon a
25 final settlement of the billing dispute. Alternatively, if a final settlement of the
26 dispute is resolved in favor of DSLi, then obviously no amounts will be due.

27

1 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

2

3 A. Yes.

4

CLEC NAME: DSL Internet Corporation /DB
DATE SUBMITTED: 3/10/2006
CONTACT NAME AND NUMBER: Eduardo E. Maldonado (Direc
PROJECT ID:

ACNA	ALOC Address
DLJ	8405 NW 53 St
DLJ	7300 Corporate Center Dr
DLJ	8390 NW 53rd St
DLJ	1150 NW 72nd Ave
DLJ	6971 NW 51 Street
DLJ	3785 Nw 82nd Ave
DLJ	2510 NW 97th Ave
DLJ	2510 NW 97th Ave
DLJ	7715 NW 48th St
DLJ	1400 NW 93 Ave
DLJ	7311 NW 12th Street
DLJ	7857 NW 46th ST
DLJ	1150 NW 72nd Ave
DLJ	5800 NW 74th Ave
DLJ	10850 NW 21st St
DLJ	6392 NW 84 AVE
DLJ	1480 NW 94th AV
DLJ	9915 NW 41st St
DLJ	6955 NW 52nd St
DLJ	4075 NW 79th Av
DLJ	4075 NW 79th Av
DLJ	2400 NW 95th Ave
DLJ	2315 NW 107th Av
DLJ	2605 NW 77th Ave
DLJ	9565 NW 40th Street Road
DLJ	3055 N.W. 84th Avenue
DLJ	3055 N.W. 84th Avenue
DLJ	4090 NW 97th Ave
DLJ	6980 N.W. 46 Street
DLJ	3901 NW 79 Ave
DLJ	7927 NW 21 Street
DLJ	7220 NW 36th St
DLJ	2801 NW 74 Ave.
DLJ	2085 NW 87 Ave
DLJ	2605 NW 75 Av
DLJ	8147 N.W. 67 STREET
DLJ	5255 NW 87th Av
DLJ	2 South Biscayne Blvd
DLJ	44 W Flagler St
DLJ	200 S Biscayne BLVD
DLJ	150 se 3rd street
DLJ	150 se 3rd street

UNE TO SPA CONVER:

A DSLi Corp.

Director of Operations) / (305) 725-6792 (Cell)

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DDS1UNETOSPA109	NDS1UNETOSPA109	DS1 EEL
DDS1UNETOSPA110	NDS1UNETOSPA110	DS1 EEL
DDS1UNETOSPA111	NDS1UNETOSPA111	DS1 EEL
DDS1UNETOSPA112	NDS1UNETOSPA112	DS1 EEL
DDS1UNETOSPA113	NDS1UNETOSPA113	DS1 EEL
DDS1UNETOSPA114	NDS1UNETOSPA114	DS1 EEL
DDS1UNETOSPA115	NDS1UNETOSPA115	DS1 EEL
DDS1UNETOSPA116	NDS1UNETOSPA116	DS1 EEL
DDS1UNETOSPA117	NDS1UNETOSPA117	DS1 EEL
DDS1UNETOSPA118	NDS1UNETOSPA118	DS1 EEL
DDS1UNETOSPA119	NDS1UNETOSPA119	DS1 EEL

NEW BAN	W CFA (IF APPLICABLE)	EU SWC
For BellSouth Use	N/A	MIAMFLPL
For BellSouth Use	N/A	MIAMFLPL
For BellSouth Use	N/A	MIAMFLPL
For BellSouth Use	N/A	MIAMFLPL
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For BellSouth Use	N/A	MIAMFLPL
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For BellSouth Use	N/A	MIAMFLGR
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For BellSouth Use	N/A	HLWDFLPE
For BellSouth Use	N/A	FTLDFLJA
For BellSouth Use	N/A	HLWDFLHA
For BellSouth Use	N/A	HLWDFLHA
For BellSouth Use	N/A	HMSTFLHM
For BellSouth Use	N/A	MIAMFLAL
For BellSouth Use	N/A	MIAMFLSH
For BellSouth Use	N/A	NDADFLBR
For BellSouth Use	N/A	PMBHFLTA
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLKE
For BellSouth Use	N/A	FTLDFLCY
For BellSouth Use	N/A	FTLDFLJA
For BellSouth Use	N/A	FTLDFLJA
For BellSouth Use	N/A	FTLDFLPL
For BellSouth Use	N/A	FTLDFLSU
For BellSouth Use	N/A	HLWDFLMA
For BellSouth Use	N/A	HLWDFLPE
For BellSouth Use	N/A	HLWDFLPE
For BellSouth Use	N/A	HLWDFLPE
For BellSouth Use	N/A	HLWDFLPE
For BellSouth Use	N/A	HLWDFLWH
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For BellSouth Use	N/A	HMSTFLHM
For BellSouth Use	N/A	HMSTFLHM
For BellSouth Use	N/A	HMSTFLHM
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLDB
For BellSouth Use	N/A	MIAMFLME
For BellSouth Use	N/A	MIAMFLME
For BellSouth Use	N/A	MIAMFLSH
For BellSouth Use	N/A	NDADFLGG
For BellSouth Use	N/A	NDADFLOL
For BellSouth Use	N/A	NDADFLOL
For BellSouth Use	N/A	PRRNFLMA
For BellSouth Use	N/A	FTLDFLJA
For BellSouth Use	N/A	HLWDFLMA
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLBC
For BellSouth Use	N/A	MIAMFLME
For BellSouth Use	N/A	NDADFLGG

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For BellSouth Use	N/A

PMBHFLMA
FTLDFLMR
NDADFLAC
NDADFLBR
NDADFLBR
NDADFLBR
MIAMFLAL
MIAMFLAL
MIAMFLDB
MIAMFLDB

ORLDFLSA
ORLDFLPH
ORLDFLCL
ORLDFLPC
ORLDFLAP
ORLDFLPC
ORLDFLCL
ORLDFLCL
ORLDFLPC
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ORLDFLPC
ORLDFLSA
ORLDFLSA
ORLDFLPH
ORLDFLPH
ORLDFLAP
ORLDFLAP

CLEC NAME: DSL Internet Corporation /DBA DSLi Corp.
DATE SUBMITTED: 3/10/2006
CONTACT NAME AND NUMBER: Eduardo E. Maldonado (Director of Operations) / (3
PROJECT ID:

ACNA	ALOC Address	UNE BAN
DLJ		954N220033034
DLJ	BCRTFLSA	305N070122122
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	MIAMFLGR	954N220033033
DLJ	BCRTFLSA	305N070122122
DLJ	MIAMFLFL	305N070122123

UNE TO SPA CONVERSION

305) 725-6792 (Cell)

UNE CIRCUIT ID	UNE USOC	Customer provided D-PON	Customer provided N-PON
60.HFGS.754870..SB	UE3PX	DDS3UNETOSPA1	NDS3UNETOSPA1
60.HFGS.754964..SB	UE3PX	DDS3UNETOSPA2	NDS3UNETOSPA2
60.HFGS.755367..SB	UE3PX	DDS3UNETOSPA3	NDS3UNETOSPA3
60.HFGS.754063..SB	UE3PX	DDS3UNETOSPA4	NDS3UNETOSPA4
60.HFFU.753653..SB	UE3PX	DDS3UNETOSPA5	NDS3UNETOSPA5
60.HFFU.753698..SB	UE3PX	DDS3UNETOSPA6	NDS3UNETOSPA6
60.HFFU.755106..SB	UE3PX	DDS3UNETOSPA7	NDS3UNETOSPA7
60.HFFU.755242..SB	UE3PX	DDS3UNETOSPA8	NDS3UNETOSPA8
60.HFGS.755816..SB	UE3PX	DDS3UNETOSPA9	NDS3UNETOSPA9
60.HFGS.754263..SB	UE3PX	DDS3UNETOSPA10	NDS3UNETOSPA10

Product Type	Old ACTL	New ACTL	New Bell Ckt ID	NEW BAN
DS3	MIAMFLHLIMD	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	BCRTFLSAAMD	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLGRXLY	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLGRXLY	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLGRXLY	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLGRXLY	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLGRXLY	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLGRXLY	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	BCRTFLSAAMD	N/A	For BellSouth Use	For BellSouth Use
DS3 EEL	MIAMFLFL8MD	N/A	For BellSouth Use	For BellSouth Use

New CFA (IF APPLICABLE)	EU SWC	Desired DD	Notes	PIU of Converted Circuit
N/A	MIAMFLHL	4/10/2006	1:00 AM	100%
N/A	MIAMFLPL	4/10/2006	1:00 AM	100%
N/A	MIAMFLFL	4/10/2006	1:00 AM	100%
N/A	MIAMFLAE	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BYBHFLMA	4/10/2006	1:00 AM	100%
N/A	MIAMFLAP	4/10/2006	1:00 AM	100%

CLEC NAME: DSL Internet Corporation /DBA DSL
DATE SUBMITTED: 3/10/2006
CONTACT NAME AND PROJECT ID: Eduardo E. Maldonado (Director of

129

LINE CIRCUIT ID	List	ACNA	ALOC Address
60.HCFU.908540..SB	NO	DLJ	8405 NW 53 St
60.HCFU.907470..SB	NO	DLJ	7300 Corporate Center Dr
60.HCFU.906464..SB	NO	DLJ	8390 NW 53rd St
60.HCFU.907293..SB	NO	DLJ	1150 NW 72nd Ave
60.HCFU.905734..SB	NO	DLJ	6971 NW 51 Street
60.HCFU.905344..SB	NO	DLJ	3785 Nw 82nd Ave
60.HCFU.905070..SB	NO	DLJ	2510 NW 97th Ave
60.HCFU.905095..SB	NO	DLJ	2510 NW 97th Ave
60.HCFU.903441..SB	NO	DLJ	7715 NW 48th St
60.HCFU.896986..SB	NO	DLJ	1400 NW 93 Ave
60.HCFU.897469..SB	NO	DLJ	7311 NW 12th Street
60.HCFU.896094..SB	NO	DLJ	7857 NW 46th ST
60.HCFU.893706..SB	NO	DLJ	1150 NW 72nd Ave
60.HCFU.891980..SB	NO	DLJ	5800 NW 74th Ave
60.HCFU.891568..SB	NO	DLJ	10850 NW 21st St
60.HCFU.889025..SB	NO	DLJ	6392 NW 84 AVE
60.HCFU.888734..SB	NO	DLJ	1480 NW 94th AV
60.HCFU.886070..SB	NO	DLJ	9915 NW 41st St
60.HCFU.885471..SB	NO	DLJ	6955 NW 52nd St
60.HCFU.885450..SB	NO	DLJ	4075 NW 79th Av
60.HCFU.884963..SB	NO	DLJ	4075 NW 79th Av
60.HCFU.891558..SB	NO	DLJ	2400 NW 95th Ave
60.HCFU.891553..SB	NO	DLJ	2315 NW 107th Av
60.HCFU.886687..SB	NO	DLJ	2605 NW 77th Ave
60.HCFU.508165..SB	NO	DLJ	9565 NW 40th Street Road
60.HCFU.877433..SB	NO	DLJ	3055 N.W. 84th Avenue
60.HCFU.891623..SB	NO	DLJ	3055 N.W. 84th Avenue
60.HCFU.505878..SB	NO	DLJ	4090 NW 97th Ave
60.HCFU.505475..SB	NO	DLJ	6980 N.W. 46 Street
60.HCFU.505110..SB	NO	DLJ	3901 NW 79 Ave
60.HCFU.505037..SB	NO	DLJ	7927 NW 21 Street
60.HCFU.503432..SB	NO	DLJ	7220 NW 36th St
60.HCFU.503497..SB	NO	DLJ	2801 NW 74 Ave.
60.HCFU.502801..SB	NO	DLJ	2085 NW 87 Ave
60.HCFU.505867..SB	NO	DLJ	2605 NW 75 Av
60.HCFU.501657..SB	NO	DLJ	8147 N.W. 67 STREET
60.HCFU.501810..SB	NO	DLJ	5255 NW 87th Av
60.HCFU.904766..SB	NO	DLJ	2 South Biscayne Blvd
60.HCFU.903862..SB	NO	DLJ	44 W Flagler St
60.HCFU.895253..SB	NO	DLJ	200 S Biscayne BLVD
60.HCFU.894053..SB	NO	DLJ	150 se 3rd street
60.HCFU.894061..SB	NO	DLJ	150 se 3rd street

UNE TO SPA CONVERSION

.i Corp.

Operations) / (305) 725-6792 (Cell)

UNE BAN	UNE USOC	Customer provided D-PON	Customer provided N-PON
954N220033033	USLXX	DDS1UNETOSPA1	NDS1UNETOSPA1
954N220033033	USLXX	DDS1UNETOSPA2	NDS1UNETOSPA2
954N220033033	USLXX	DDS1UNETOSPA3	NDS1UNETOSPA3
954N220033033	USLXX	DDS1UNETOSPA4	NDS1UNETOSPA4
954N220033033	USLXX	DDS1UNETOSPA5	NDS1UNETOSPA5
954N220033033	USLXX	DDS1UNETOSPA6	NDS1UNETOSPA6
954N220033033	USLXX	DDS1UNETOSPA7	NDS1UNETOSPA7
954N220033033	USLXX	DDS1UNETOSPA8	NDS1UNETOSPA8
954N220033033	USLXX	DDS1UNETOSPA9	NDS1UNETOSPA9
954N220033033	USLXX	DDS1UNETOSPA10	NDS1UNETOSPA10
954N220033033	USLXX	DDS1UNETOSPA11	NDS1UNETOSPA11
954N220033033	USLXX	DDS1UNETOSPA12	NDS1UNETOSPA12
954N220033033	USLXX	DDS1UNETOSPA13	NDS1UNETOSPA13
954N220033033	USLXX	DDS1UNETOSPA14	NDS1UNETOSPA14
954N220033033	USLXX	DDS1UNETOSPA15	NDS1UNETOSPA15
954N220033033	USLXX	DDS1UNETOSPA16	NDS1UNETOSPA16
954N220033033	USLXX	DDS1UNETOSPA17	NDS1UNETOSPA17
954N220033033	USLXX	DDS1UNETOSPA18	NDS1UNETOSPA18
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954N220033033	USLXX	DDS1UNETOSPA20	NDS1UNETOSPA20
954N220033033	USLXX	DDS1UNETOSPA21	NDS1UNETOSPA21
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954N220033033	USLXX	DDS1UNETOSPA23	NDS1UNETOSPA23
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954N220033033	USLXX	DDS1UNETOSPA42	NDS1UNETOSPA42

954N220033033	USLXX	DDS1UNETOSPA43	NDS1UNETOSPA43
954N220033033	USLXX	DDS1UNETOSPA44	NDS1UNETOSPA44
954N220033033	USLXX	DDS1UNETOSPA45	NDS1UNETOSPA45
954N220033033	USLXX	DDS1UNETOSPA46	NDS1UNETOSPA46
954N220033033	USLXX	DDS1UNETOSPA47	NDS1UNETOSPA47
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305N070122122	USLXX	DDS1UNETOSPA84	NDS1UNETOSPA84
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305N070122122	USLXX	DDS1UNETOSPA86	NDS1UNETOSPA86
305N070122122	USLXX	DDS1UNETOSPA87	NDS1UNETOSPA87
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954N220033033	USLXX	DDS1UNETOSPA93	NDS1UNETOSPA93

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954N220033033	USLXX	DDS1UNETOSPA96	NDS1UNETOSPA96
954N220033033	USLXX	DDS1UNETOSPA97	NDS1UNETOSPA97
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954N220033033	USLXX	DDS1UNETOSPA103	NDS1UNETOSPA103
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904N070084084	USLXX	DDS1UNETOSPA107	NDS1UNETOSPA107
904N070084088	USLXX	DDS1UNETOSPA108	NDS1UNETOSPA108
904N070084084	USLXX	DDS1UNETOSPA109	NDS1UNETOSPA109
904N070084084	USLXX	DDS1UNETOSPA110	NDS1UNETOSPA110
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904N070084084	USLXX	DDS1UNETOSPA112	NDS1UNETOSPA112
904N070084084	USLXX	DDS1UNETOSPA113	NDS1UNETOSPA113
904N070084084	USLXX	DDS1UNETOSPA114	NDS1UNETOSPA114
904N070084084	USLXX	DDS1UNETOSPA115	NDS1UNETOSPA115
904N070084084	USLXX	DDS1UNETOSPA116	NDS1UNETOSPA116
904N070084084	USLXX	DDS1UNETOSPA117	NDS1UNETOSPA117
904N070084084	USLXX	DDS1UNETOSPA118	NDS1UNETOSPA118
904N070084084	USLXX	DDS1UNETOSPA119	NDS1UNETOSPA119
954N220033034	UE3PX	DDS3UNETOSPA1	NDS3UNETOSPA1
305N070122122	UE3PX	DDS3UNETOSPA2	NDS3UNETOSPA2
954N220033033	UE3PX	DDS3UNETOSPA3	NDS3UNETOSPA3
954N220033033	UE3PX	DDS3UNETOSPA4	NDS3UNETOSPA4
954N220033033	UE3PX	DDS3UNETOSPA5	NDS3UNETOSPA5
954N220033033	UE3PX	DDS3UNETOSPA6	NDS3UNETOSPA6
954N220033033	UE3PX	DDS3UNETOSPA7	NDS3UNETOSPA7
954N220033033	UE3PX	DDS3UNETOSPA8	NDS3UNETOSPA8
305N070122122	UE3PX	DDS3UNETOSPA9	NDS3UNETOSPA9
305N070122123	UE3PX	DDS3UNETOSPA10	NDS3UNETOSPA10

N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	MIAMFLGR	4/10/2006	1:00 AM	100%
N/A	HLWDFLPE	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	HLWDFLHA	4/10/2006	1:00 AM	100%
N/A	HLWDFLHA	4/10/2006	1:00 AM	100%
N/A	HMSTFLHM	4/10/2006	1:00 AM	100%
N/A	MIAMFLAL	4/10/2006	1:00 AM	100%
N/A	MIAMFLSH	4/10/2006	1:00 AM	100%
N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	PMBHFLTA	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
N/A	MIAMFLKE	4/10/2006	1:00 AM	100%
N/A	FTLDFLCY	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	FTLDFLJA	4/10/2006	1:00 AM	100%
N/A	FTLDFLPL	4/10/2006	1:00 AM	100%
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N/A	HLWDFLMA	4/10/2006	1:00 AM	100%
N/A	MIAMFLBC	4/10/2006	1:00 AM	100%
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N/A	NDADFLGG	4/10/2006	1:00 AM	100%

N/A	PMBHFLMA	4/10/2006	1:00 AM	100%
N/A	FTLDFLMR	4/10/2006	1:00 AM	100%
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N/A	NDADFLBR	4/10/2006	1:00 AM	100%
N/A	MIAMFLAL	4/10/2006	1:00 AM	100%
N/A	MIAMFLAL	4/10/2006	1:00 AM	100%
N/A	MIAMFLDB	4/10/2006	1:00 AM	100%
N/A	MIAMFLDB	4/10/2006	1:00 AM	100%
N/A	ORLDFLSA	4/10/2006	1:00 AM	100%
N/A	ORLDFLPH	4/10/2006	1:00 AM	100%
N/A	ORLDFLCL	4/10/2006	1:00 AM	100%
N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
N/A	ORLDFLAP	4/10/2006	1:00 AM	100%
N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
N/A	ORLDFLCL	4/10/2006	1:00 AM	100%
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N/A	ORLDFLPC	4/10/2006	1:00 AM	100%
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N/A	ORLDFLSA	4/10/2006	1:00 AM	100%
N/A	ORLDFLPH	4/10/2006	1:00 AM	100%
N/A	ORLDFLPH	4/10/2006	1:00 AM	100%
N/A	ORLDFLAP	4/10/2006	1:00 AM	100%
N/A	ORLDFLAP	4/10/2006	1:00 AM	100%
N/A	MIAMFLHL	4/10/2006	1:00 AM	100%
N/A	MIAMFLPL	4/10/2006	1:00 AM	100%
N/A	MIAMFLFL	4/10/2006	1:00 AM	100%
N/A	MIAMFLAE	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BCRTFLMA	4/10/2006	1:00 AM	100%
N/A	BYBHFLMA	4/10/2006	1:00 AM	100%
N/A	MIAMFLAP	4/10/2006	1:00 AM	100%

cut

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

DSL Internet Corporation dba DSLi

**AGREEMENT
GENERAL TERMS AND CONDITIONS**

Docket No.080631-TP DSL i v. AT&T Exhibit EM-13, Page 2 of 6
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THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and DSL Internet Corporation dba DSLi (DSL i), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or DSL i or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, DSL i is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; DSL i wishes to purchase certain services from BellSouth; and

WHEREAS, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

WHEREAS, DSL i wishes to purchase and BellSouth wishes to provide other services as described in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and DSL i agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1 CLEC Certification

- 1.1 DSLi agrees to provide BellSouth in writing DSLi's CLEC certification from the Commission for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. Additionally, DSLi shall provide to BellSouth an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.
- 1.2 To the extent DSLi is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, DSLi may not purchase services hereunder in that state. DSLi will notify BellSouth in writing and provide CLEC certification from the Commission when it becomes certified to operate in, as well as an effective certification to do business issued by the secretary of state or equivalent authority for, any other state covered by this Agreement. Upon receipt thereof, BellSouth will file this Agreement in that state, and DSLi may purchase services pursuant to this Agreement in that state, subject to establishing appropriate accounts in the additional state as described in Attachment 7.
- 1.3 Should DSLi's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, suspend or terminate this Agreement immediately and all monies owed on all outstanding invoices for services provided in that state

shall become due, or BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. DSLi shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2 Term of the Agreement

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 DSLi may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to DSLi. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to DSLi pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

such time as DSLi is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. This Agreement also contains certain provisions that were negotiated without regard to the Parties' obligations as set forth Section 251 of the Act. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order in effect as of the execution of this Agreement, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

26 Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

27 Rates

27.1 DSLi shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill DSLi for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement; provided, however, that subject to DSLi's agreement to the limitation regarding billing disputes as described in Section 2.2 of Attachment 7 hereof, BellSouth shall not back bill any amounts for services rendered more than twelve (12) months prior to the date that the charges or additional charges for such services are actually billed. Notwithstanding the foregoing, both Parties recognize that situations may exist which could necessitate back billing beyond twelve (12) months. These exceptions are:

- Charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party;
- Charges for which a regulatory body has granted, or a regulatory change permits, the billing Party the authority to back bill.

27.2 To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.3 To the extent DSLi requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

28 Rate True-Up

28.1 This section applies to rates that are expressly subject to true-up.

28.2 The rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and DSLi specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: OCTOBER 23, 2003

TARIFF F.C.C. NO. 1
8TH REVISED PAGE 2-21
CANCELS 7TH REVISED PAGE 2-21
EFFECTIVE: NOVEMBER 7, 2003

ACCESS SERVICE

2 - General Regulations (Cont'd)

Docket No.080631-TP
DSL v. AT&T
Exhibit EM-14, Page 1 of 17

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges.

The Telephone Company will notify the customer of a deposit requirement by Certified Mail or Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of new service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice for customers with existing services. Such notice period will start the day after the notice is rendered by Certified Mail or Overnight Delivery.

(1)
(2)
(3)
(4)
(5)
(6)
(7)
(8)

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the customer's account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple interest at the rate of 1% per month (.000329 per day) or 12% annually. The rate will be calculated from the date the customer's deposit is received by the Telephone Company up to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to maintenance of service as set forth in 13.3.1 following established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 23, 2002

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 2-21.1 (x)
CANCELS 2ND REVISED PAGE 2-21.1

EFFECTIVE: DECEMBER 24, 2002

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

Docket No.080631-TP DSL v. AT&T Exhibit EM-14, Page 2 of 17

(x) Issued under authority of Special Permission No. 02-153 of the F.C.C. in order to restore currently effective provisions and to withdraw material filed under Transmittal No. 657 without becoming effective.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 23, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-21.2 (x)
CANCELS ORIGINAL PAGE 2-21.2

EFFECTIVE: DECEMBER 24, 2002

Docket No.080631-TP DSL v. AT&T Exhibit EM-14, Page 3 of 17

(x) Issued under authority of Special Permission 02-153 of the F.C.C. in order to withdraw material filed under Transmittal No. 657 without becoming effective.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 23, 2002

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-21.3 (x)
CANCELS ORIGINAL PAGE 2-21.3

EFFECTIVE: DECEMBER 24, 2002

Docket No.080631-TP DSL v. AT&T Exhibit EM-14, Page 4 of 17

(x) Issued under authority of Special Permission 02-153 of the F.C.C. in order to withdraw material filed under Transmittal No. 657 without becoming effective.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MARCH 3, 2004

TARIFF F.C.C. NO. 1
7TH REVISED PAGE 2-22
CANCELS 6TH REVISED PAGE 2-22

EFFECTIVE: MARCH 18, 2004

ACCESS SERVICE

2 - General Regulations (Cont'd)

Docket No.080631-TP
DSL v. AT&T
Exhibit EM-14, Page 5 of 17

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment due date will be as follows:

- (1) For End User Access Service and Federal Universal Service (FUS) charges as set forth in Section 4 following, and BellSouth Equal Access Subscription Service as set forth in Section 13 following, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government, which will be billed in arrears. Any applicable subscription charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and BellSouth Equal Access Subscription Service will be applied to this bill. Such bills are due when rendered. (C)
- (2) For End User Access Service and Federal Universal Service charges, and BellSouth Equal Access Subscription Service, the Telephone Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period or which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment due date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following. (C)

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: March 9, 2000

TARIFF F.C.C. NO. 1
6TH REVISED PAGE 2-23
CANCELS 5TH REVISED PAGE 2-23
EFFECTIVE: MARCH 24, 2000

ACCESS SERVICE

2 - General Regulations (Cont'd)

Docket No.080631-TP
DSL v. AT&T
Exhibit EM-14, Page 6 of 17

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) Payment Due Date

- (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service and BellSouth Equal Access Subscription Service, provided to the customer by the Telephone Company are due on the payment due date. The payment due date is the date which is 31 days after the bill day, or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval except as provided herein, and are payable in immediately available funds. If such payment due date would cause the payment to be due on a Saturday, Sunday or federal observed Holiday (e.g., New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day), payment for such bills will be due from the customer as follows: (C)

If such payment due date falls on a Sunday or on a federal observed Holiday which is observed on a Monday, the payment due date shall be the first non-federal observed Holiday day following such Sunday or federal observed Holiday. If such payment due date falls on a Saturday or on a federal observed Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-federal observed Holiday day preceding such Saturday or federal observed Holiday. (C)

Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 - Prompt Payment.

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment due date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty may be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be 1% per month (.000329 per day) or 12% annually. The late payment for Federal Government customers shall be in compliance with the Federal Acquisition Regulations Clause 52.232-25 - Prompt Payment.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: SEPTEMBER 23, 1994

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-24
CANCELS ORIGINAL PAGE 2-24

EFFECTIVE: NOVEMBER 7, 1994

ACCESS SERVICE

2 - General Regulations (Cont'd)

Docket No.080631-TP
DSL v. AT&T
Exhibit EM-14, Page 7 of 17

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Payment of Rates, Charges and Deposits

In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the dispute is submitted on or before the payment due date or within 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of the overpayment to the resolution date. If the dispute is submitted more than 90 days after the payment due date and the disputed amount is paid prior to resolution of the dispute, any interest credits due the customer upon resolution of the dispute shall be calculated from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. The Telephone Company will resolve the dispute and assess interest credits or late payment penalties to the customer as follows.

If the dispute is resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no credits or late payment penalties will apply to the disputed amount.

If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in (b) preceding.

If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no credits or late payment penalties will apply to the disputed amount.

If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive a credit from the Telephone Company for the disputed amount times a penalty factor as set forth preceding. The penalty factor shall be 1% per month (.000329 per day) or 12% annually.

If a customer's traffic terminates to an end office via an alternative tandem service provider (TSP), any terminating

(N)
(N)

EFFECTIVE: NOVEMBER 7, 1994

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Payment of Rates, Charges and Deposits (Cont'd)

usage dispute for that end office must identify the quantity of MOUs the customer's records indicate to be terminated via an alternative TSP.

Upon receipt of the dispute involving usage terminated via an alternative TSP, the Telephone Company will verify that the disputed bill accurately represents the information provided to the Telephone Company pursuant to 6.6.5 following, within 15 days of receipt of a dispute notification.

If the billing agrees with the billing data received pursuant to 6.6.5 following, the Telephone Company will refer the dispute to the entity providing the billing data information within 16 days from the date the dispute was received.

The provider of the billing data information will investigate the claim and reply to the Telephone Company within 15 days of the referral.

The provider of the billing data information, the customer and the Telephone Company will work cooperatively to resolve any remaining discrepancies.

If the entity providing the billing data information fails to cooperate with the Telephone Company to resolve billing disputes involving usage billed based on the billing data information received, the Telephone Company may refuse to accept future billing data information and bill the full terminating charges for all usage to the alternative TSP.

The terms and conditions in 2.4.1(B)(3)(c) preceding still apply except for the following:

If the Telephone Company accurately billed the usage as contained in the billing data information provided to it, the Telephone Company will not be liable for any interest due the customer for overpayment if the dispute is resolved in the customer's favor.

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DSL v. AT&T
Exhibit EM-14, Page 8 of 17

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-25
CANCELS ORIGINAL PAGE 2-25

EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE

2 - General Regulations (Cont'd)

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DSL v. AT&T
Exhibit EM-14, Page 9 of 17

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated based on the number of days the customer had service during the billing period times 1/30th the monthly rate. Billing for service begins on the day following the date of installation and shall accrue through and including the day service is discontinued. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill, including information relative to the development of the subscriber line ratio.
- (D) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.6 following.
- (F) The dispute date is the date the customer presents sufficient documentation to support the claim. Sufficient documentation consists of the following information, where such information is relevant to the dispute and reasonably available to the customer:

(1) Special Access (a.k.a. BellSouth SPA)

(T)

The nature of the dispute (i.e., incorrect rate, incorrect circuit type etc.), including the basis for the customer's belief that the bill is incorrect.

The billing account number(s) assigned by the Telephone Company.

The amount of money in dispute.

The date of the bill in dispute.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-26
CANCELS ORIGINAL PAGE 2-26

EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(F) (Cont'd)

(2) BellSouth SWA (Non-Usage)

(T)

The nature of the dispute (i.e., incorrect rate etc.), including the basis for the customer's belief that the bill is incorrect.

The billing account number(s) assigned by the Telephone Company.

The amount of money in dispute.

The date of the bill in dispute.

(3) BellSouth SWA (Usage)

(T)

The nature of the dispute (i.e., incorrect rate, incorrect minutes of use, etc.), including the basis for the customer's belief that the bill is incorrect.

The type of usage (i.e., originating or terminating).

The Telephone Company end office where the minutes of use originated or terminated (if applicable).

The number of minutes in dispute.

The billing account number(s) assigned by the Telephone Company.

The amount of money in dispute.

The date of the bill.

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DSL v. AT&T
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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 24, 1992

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 2-27

EFFECTIVE: JANUARY 31, 1992

ACCESS SERVICE

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (G) The Telephone Company and the customer shall work cooperatively to resolve the dispute.

If additional information from the customer would assist in resolving the dispute, the customer may be requested to provide additional information relevant to the dispute and reasonably available to the customer. This data may include, but is not limited to summarized usage data by time of day. The request for such additional information shall not affect the dispute date established pursuant to 2.4.1(F) preceding.

- (H) For purposes of 2.4.1(B)(3)(c), the resolution date is the date on which the Telephone Company completes the investigation of the dispute, and the Telephone Company's service representative notifies the customer of the disposition and notes the customer's account or when the Telephone Company forwards the amount of credit to the customer, depending upon customer preference.

- (I) At the option of the customer, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order may be billed over a three month period subject to the following:

- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods.
- The Extended Billing Plan Charge is calculated at a rate of 1.0% per month or 12% annually, on the remaining balance of the nonrecurring charges.
- The customer must request extended billing on or before the Application Date as set forth in 5.1.1. following for a Standard or Negotiated Interval Access Order.
- If the customer disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan Charge, if applicable, will be included in the final bill rendered.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MAY 17, 2007

TARIFF F.C.C. NO. 1
16TH REVISED PAGE 2-28
CANCELS 15TH REVISED PAGE 2-28

EFFECTIVE: JUNE 1, 2007

ACCESS SERVICE

2 - General Regulations (Cont'd)

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DSL v. AT&T
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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(I) (Cont'd)

- This payment arrangement is not available for Daily Program Audio (a.k.a. BellSouth SPA Program Audio) and Daily Video (a.k.a. BellSouth SPA Video).
- If the customer fails to make any of the payments on the payment due date as set forth in 2.4.1(B)(3)(a) preceding, late payment charges as specified in 2.4.1(B)(3)(b) preceding will apply.

(J) When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Telephone Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis except where such Customers are exempt from the tax. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Telephone Company. The taxing jurisdictions in which the charges will be applicable are:

<u>Jurisdiction</u>	<u>Tax Factors</u>	
State of Kentucky (Gross Revenues Tax Surcharge)	1.31%	(N)
Georgia municipalities listed below	3%	
Atlanta		
Macon		
South Carolina municipalities listed below	1%	
Aiken		
Allendale		
Anderson		
Arcadia Lakes		
Bamberg		
Barnwell		
Batesburg/Leesville		
Belton		
Bennettsville		
Blacksburg'		
Blenheim		
Blythewood		
Burnettown		
Calhoun Falls		
Camden		
Carlisle		
Cayce		
Central		
Central Pacolet		
Chapin		

Note 1: The tax will be assessed in the new jurisdiction effective January 1, 2007.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MARCH 16, 2009

TARIFF F.C.C. NO. 1
7TH REVISED PAGE 2-28.1
CANCELS 6TH REVISED PAGE 2-28.1

EFFECTIVE: MARCH 31, 2009

ACCESS SERVICE
2 - General Regulations

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DSL v. AT&T
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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Charleston	
Cheraw	
Clemson	
Clinton	
Clio	
Clover	
Columbia	
Cope	
Cordova	
Cowpens	
Darlington	
Denmark	
Dillon	
Duncan	
Easley	
Eastover	
Edgefield	
Edisto Beach	
Elgin	
Florence	
Folly Beach	
Forest Acres	
Fountain Inn	
Gaston	
Goose Creek	
Govan	
Greenville	
Greer	
Hanahan	
Hartsville	
Hickory Grove	
Hilda	
Hollywood	
Honea Path	
Irmo	
Isle of Palms	
Iva	
Johnston	
Jonesville	
Kiawah Island	

(N)

Note 1: Effective in this jurisdiction on April 1, 2009.

(This page filed under Transmittal No. 1171)

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: FEBRUARY 15, 2008

TARIFF F.C.C. NO. 1
2ND REVISED PAGE 2-28.1.1
CANCELS 1ST REVISED PAGE 2-28.1.1

EFFECTIVE: MARCH 1, 2008

ACCESS SERVICE
2 - General Regulations (Cont'd)

Docket No.080631-TP
DSL v. AT&T
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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Lake View	
Landrum	
Latta	
Lexington	
Liberty	
Lincolville	
Little Mountain	
Lyman	
Marion	
Mauldin	
McColl	
McConnells	
Monetta	

(N)

(This page filed under Transmittal No. 1126)

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 16, 2009

TARIFF F.C.C. NO. 1
10TH REVISED PAGE 2-28.2
CANCELS 9TH REVISED PAGE 2-28.2

EFFECTIVE: JANUARY 31, 2009

ACCESS SERVICE
2 - General Regulations

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Mt. Pleasant	
Mullins	
Myrtle Beach	
New Ellenton	
Newberry	
Nichols	
Norris	
North Augusta	
North Charleston	
Orangeburg	
Pacolet	
Peak	
Pelzer	
Pendleton	
Pickens	
Pine Ridge	
Pomaria	
Prosperity	
Quinby	
Ravenel	
Reevesville	
Reidville	
Ridgeland	
Ridgeville	
Rowesville	
Salem	
Salley	
Seabrook Island	
Sellers	
Seneca	
Sharon	
Six Mile ¹	

(N)

Note 1: The tax will be effective 02/01/2009.

Certain material previously appearing on this page now appears on Original Page 2-28.2.1.

(This page filed under Transmittal No. 1166)

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 16, 2009

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 2-28.2.1

EFFECTIVE: JANUARY 31, 2009

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2 - General Regulations

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Smyrna	
Snelling	
Society Hill	
South Congaree	
Spartanburg	
Springdale	
Springfield	
St. George	
Stuckey	
Sullivan's Island	
Summerville	
Tatum	
Timmons ville	
Travelers Rest	
Trenton	



Certain material now appearing on this page previously appeared on 10th Revised Page 2-28.2.

(This page filed under Transmittal No. 1166)

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MARCH 16, 2009

TARIFF F.C.C. NO. 1
7TH REVISED PAGE 2-28.3
CANCELS 6TH REVISED PAGE 2-28.3

EFFECTIVE: MARCH 31, 2009

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(J) Cont'd

<u>Jurisdiction</u>	<u>Tax Factor</u>
South Carolina municipalities listed below	1%
Ulmer	
Union	
Walhalla	
Wellford ¹	
West Columbia	
West Pelzer	
West Union	
Westminister	
Whitmire	
Williamston	
York	

(N)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in Sections 5.6(C), 6.7.20, 6.7.21, 6.7.22, 7.4.32, 7.4.4, 7.4.13.2, 10.6.1 and 13.3.5(C)(1)(b), (c) and (d) of this Tariff.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12 following, is one month unless a different minimum period is established with the individual case filing.

Note 1: Effective in this jurisdiction on April 1, 2009.

(This page filed under Transmittal No. 1171)

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All Billing With An Effective Date Of 3/11/06

Total
 \$136,445.47

CABS Bill Date	MRC Thru Date	UNE COS	UNE USOC	Circuit Number	Access COS	Access USOC	Effective Date	Amount Back-Billed
2/22/2006	3/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$231.95
2/22/2006	3/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$4.93)
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.501225..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$231.95
2/22/2006	3/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$4.93)
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	UNC1X	1L5XX	60.HCFU.885471..SB	XDH1X	1L5XX-Mile	3/11/2006	\$40.59
2/22/2006	3/21/2006	UNC1X	U1TF1	60.HCFU.885471..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$4.93)
2/22/2006	3/21/2006	UNC1X	USLXX	60.HCFU.885471..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$35.66
2/22/2006	3/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$1,336.57
2/22/2006	3/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$72.97
2/22/2006	3/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$133.66
2/22/2006	3/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$72.97
2/22/2006	3/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$1,336.57
2/22/2006	3/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$72.97
3/7/2006	4/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,164.27
3/7/2006	4/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,259.37
3/22/2006	4/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
3/22/2006	4/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.501225..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26

3/22/2006	4/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
3/22/2006	4/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	UNC1X	1L5XX	60.HCFU.885471..SB	XDH1X	1L5XX-Mile	3/11/2006	\$110.71
3/22/2006	4/21/2006	UNC1X	U1TF1	60.HCFU.885471..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
3/22/2006	4/21/2006	UNC1X	USLXX	60.HCFU.885471..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
3/22/2006	4/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
3/22/2006	4/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
3/22/2006	4/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
3/22/2006	4/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
3/22/2006	4/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
3/22/2006	4/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
4/7/2006	5/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
4/7/2006	5/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
4/22/2006	5/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
4/22/2006	5/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.501225..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
4/22/2006	5/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	UNC1X	1L5XX	60.HCFU.885471..SB	XDH1X	1L5XX-Mile	3/11/2006	\$110.71

4/22/2006	5/21/2006	UNC1X	U1TF1	60.HCFU.885471..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
4/22/2006	5/21/2006	UNC1X	USLXX	60.HCFU.885471..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
4/22/2006	5/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
4/22/2006	5/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
4/22/2006	5/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
4/22/2006	5/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
4/22/2006	5/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
4/22/2006	5/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
5/7/2006	6/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
5/7/2006	6/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
5/22/2006	6/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
5/22/2006	6/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.501225..SB	XDH1X	TMECS	3/11/2006	\$9.73
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
5/22/2006	6/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	UNC1X	1L5XX	60.HCFU.885471..SB	XDH1X	1L5XX-Mile	3/11/2006	\$110.71
5/22/2006	6/21/2006	UNC1X	U1TF1	60.HCFU.885471..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
5/22/2006	6/21/2006	UNC1X	USLXX	60.HCFU.885471..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
5/22/2006	6/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
5/22/2006	6/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
5/22/2006	6/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
5/22/2006	6/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
5/22/2006	6/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
5/22/2006	6/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
6/7/2006	7/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
6/7/2006	7/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
6/22/2006	7/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
6/22/2006	7/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26

6/22/2006	7/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
6/22/2006	7/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	UNC1X	1L5XX	60.HCFU.885471..SB	XDH1X	1L5XX-Mile	3/11/2006	\$110.71
6/22/2006	7/21/2006	UNC1X	U1TF1	60.HCFU.885471..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
6/22/2006	7/21/2006	UNC1X	USLXX	60.HCFU.885471..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
6/22/2006	7/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
6/22/2006	7/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
6/22/2006	7/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
6/22/2006	7/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
6/22/2006	7/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
6/22/2006	7/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
7/7/2006	8/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
7/7/2006	8/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
7/22/2006	8/21/2006	U1TD1	1L5XX	60.HCFU.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
7/22/2006	8/21/2006	U1TD1	U1TF1	60.HCFU.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
7/22/2006	8/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26

7/22/2006	8/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	UNC1X	1L5XX	60.HCFU.885471..SB	XDH1X	1L5XX-Mile	3/11/2006	\$55.31
7/22/2006	8/21/2006	UNC1X	U1TF1	60.HCFU.885471..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$9.67)
7/22/2006	8/21/2006	UNC1X	USLXX	60.HCFU.885471..SB	XDH1X	TMECS	3/11/2006	\$46.27
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
7/22/2006	8/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
7/22/2006	8/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
7/22/2006	8/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
7/22/2006	8/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
7/22/2006	8/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
7/22/2006	8/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
8/7/2006	9/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
8/7/2006	9/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
8/22/2006	9/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
8/22/2006	9/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.505867..SB	XDH1X	TMECS	3/11/2006	\$39.79
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
8/22/2006	9/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
8/22/2006	9/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
8/22/2006	9/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
8/22/2006	9/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
8/22/2006	9/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
8/22/2006	9/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
8/22/2006	9/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
9/7/2006	10/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
9/7/2006	10/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
9/22/2006	10/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
9/22/2006	10/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26

9/22/2006	10/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$33.30
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
9/22/2006	10/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
9/22/2006	10/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
9/22/2006	10/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
9/22/2006	10/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
9/22/2006	10/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
9/22/2006	10/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
10/7/2006	11/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
10/7/2006	11/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
10/22/2006	11/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
10/22/2006	11/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$33.30
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
10/22/2006	11/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
10/22/2006	11/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
10/22/2006	11/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
10/22/2006	11/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
10/22/2006	11/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20

10/22/2006	11/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
11/7/2006	12/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
11/7/2006	12/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
11/22/2006	12/21/2006	U1TD1	1L5XX	60.HCFU.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$400.38
11/22/2006	12/21/2006	U1TD1	U1TF1	60.HCFU.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$11.46)
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$400.38
11/22/2006	12/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$11.46)
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$62.48
11/22/2006	12/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$2,424.97
11/22/2006	12/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$96.97
11/22/2006	12/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$169.59
11/22/2006	12/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$57.17
11/22/2006	12/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$2,424.97
11/22/2006	12/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$96.97
12/7/2006	1/6/2007	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	(\$167.58)
12/7/2006	1/6/2007	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	(\$109.79)

\$136,445.47

developing such systems and shall afford interested persons the opportunity to submit comments concerning the allocation of the costs of performing the functions described in subsection (a) of this section among the services in the Schedule.

(June 19, 1934, ch. 652, title I, § 9, as added Pub. L. 103-66, title VI, § 6003(a)(1), Aug. 10, 1993, 107 Stat. 397; amended Pub. L. 103-121, title I, Oct. 27, 1993, 107 Stat. 1167; Pub. L. 103-414, title III, § 303(a)(5), (6), Oct. 25, 1994, 108 Stat. 4294.)

AMENDMENTS

1994—Subsec. (f). Pub. L. 103-414, § 303(a)(5), designated second sentence of par. (1) as par. (2) and inserted par. (2) heading.

Subsec. (g). Pub. L. 103-414, § 303(a)(6), inserted "95" after "(47 C.F.R. Part" in item pertaining to Interactive Video Data Service under Private Radio Bureau in Schedule of Regulatory Fees.

1993—Subsec. (a). Pub. L. 103-121 designated existing provisions as par. (1), inserted heading, and added par. (2).

§ 160. Competition in provision of telecommunications service

(a) Regulatory flexibility

Notwithstanding section 332(c)(1)(A) of this title, the Commission shall forbear from applying any regulation or any provision of this chapter to a telecommunications carrier or telecommunications service, or class of telecommunications carriers or telecommunications services, in any or some of its or their geographic markets, if the Commission determines that—

(1) enforcement of such regulation or provision is not necessary to ensure that the charges, practices, classifications, or regulations by, for, or in connection with that telecommunications carrier or telecommunications service are just and reasonable and are not unjustly or unreasonably discriminatory;

(2) enforcement of such regulation or provision is not necessary for the protection of consumers; and

(3) forbearance from applying such provision or regulation is consistent with the public interest.

(b) Competitive effect to be weighed

In making the determination under subsection (a)(3) of this section, the Commission shall consider whether forbearance from enforcing the provision or regulation will promote competitive market conditions, including the extent to which such forbearance will enhance competition among providers of telecommunications services. If the Commission determines that such forbearance will promote competition among providers of telecommunications services, that determination may be the basis for a Commission finding that forbearance is in the public interest.

(c) Petition for forbearance

Any telecommunications carrier, or class of telecommunications carriers, may submit a petition to the Commission requesting that the Commission exercise the authority granted under this section with respect to that carrier or those carriers, or any service offered by that

carrier or carriers. Any such deemed granted if the Commission the petition for failure to meet for forbearance under subsection (a) of this section within one year after the Commission receives it, unless the one-year period is extended by the Commission. The Commission may extend the initial one-year period by an additional 90 days if the Commission finds that an extension is necessary to meet the requirements of subsection (a) of this section. The Commission may grant or deny a petition in whole or in part and shall explain its decision in writing.

(d) Limitation

Except as provided in section 251(f) of this title, the Commission may not forbear from applying the requirements of section 251(c) or 271 of this title under subsection (a) of this section until it determines that those requirements have been fully implemented.

(e) State enforcement after Commission forbearance

A State commission may not continue to apply or enforce any provision of this chapter that the Commission has determined to forbear from applying under subsection (a) of this section.

(June 19, 1934, ch. 652, title I, § 10, as added Pub. L. 104-104, title IV, § 401, Feb. 8, 1996, 110 Stat. 128.)

§ 161. Regulatory reform

(a) Biennial review of regulations

In every even-numbered year (beginning with 1998), the Commission—

(1) shall review all regulations issued under this chapter in effect at the time of the review that apply to the operations or activities of any provider of telecommunications service; and

(2) shall determine whether any such regulation is no longer necessary in the public interest as the result of meaningful economic competition between providers of such service.

(b) Effect of determination

The Commission shall repeal or modify any regulation it determines to be no longer necessary in the public interest.

(June 19, 1934, ch. 652, title I, § 11, as added Pub. L. 104-104, title IV, § 402(a), Feb. 8, 1996, 110 Stat. 129.)

SUBCHAPTER II—COMMON CARRIERS

PART I—COMMON CARRIER REGULATION

§ 201. Service and charges

(a) It shall be the duty of every common carrier engaged in interstate or foreign communication by wire or radio to furnish such communication service upon reasonable request therefor; and, in accordance with the orders of the Commission, in cases where the Commission, after opportunity for hearing, finds such action necessary or desirable in the public interest, to establish physical connections with other carriers, to establish through routes and charges applicable thereto and the divisions of such

charges, and to establish and provide facilities and regulations for operating such through routes.

(b) All charges, practices, classifications, and regulations for and in connection with such communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is declared to be unlawful: *Provided*, That communications by wire or radio subject to this chapter may be classified into day, night, repeated, unrepeatable, letter, commercial, press, Government, and such other classes as the Commission may decide to be just and reasonable, and different charges may be made for the different classes of communications: *Provided further*, That nothing in this chapter or in any other provision of law shall be construed to prevent a common carrier subject to this chapter from entering into or operating under any contract with any common carrier not subject to this chapter, for the exchange of their services, if the Commission is of the opinion that such contract is not contrary to the public interest: *Provided further*, That nothing in this chapter or in any other provision of law shall prevent a common carrier subject to this chapter from furnishing reports of positions of ships at sea to newspapers of general circulation, either at a nominal charge or without charge, provided the name of such common carrier is displayed along with such ship position reports. The Commission may prescribe such rules and regulations as may be necessary in the public interest to carry out the provisions of this chapter.

(June 19, 1934, ch. 652, title II, § 201, 48 Stat. 1070; May 31, 1938, ch. 296, 52 Stat. 588.)

REFERENCES IN TEXT

This chapter, referred to in subsec. (b), was in the original "this Act", meaning act June 19, 1934, ch. 652, 48 Stat. 1064, as amended, known as the Communications Act of 1934, which is classified principally to this chapter. For complete classification of this Act to the Code, see section 609 of this title and Tables.

AMENDMENTS

1938—Subsec. (b). Act May 31, 1938, inserted proviso relating to reports of positions of ships at sea.

TELEPHONE RATES FOR MEMBERS OF ARMED FORCES DEPLOYED ABROAD

Pub. L. 109-459, § 2, Dec. 22, 2006, 120 Stat. 3399, provided that:

"(a) **IN GENERAL.**—The Federal Communications Commission shall take such action as may be necessary to reduce the cost of calling home for Armed Forces personnel who are stationed outside the United States under official military orders or deployed outside the United States in support of military operations, training exercises, or other purposes as approved by the Secretary of Defense, including the reduction of such costs through the waiver of government fees, assessments, or other charges for such calls. The Commission may not regulate rates in order to carry out this section.

"(b) **FACTORS TO CONSIDER.**—In taking the action described in subsection (a), the Commission, in coordination with the Department of Defense and the Department of State, shall—

"(1) evaluate and analyze the costs to Armed Forces personnel of such telephone calls to and from American military bases abroad;

"(2) evaluate methods of reducing the rates imposed on such calls, including deployment of new tech-

nology such as voice over Internet protocol or other Internet protocol technology;

"(3) encourage telecommunications carriers (as defined in section 3(44) of the Communications Act of 1934 (47 U.S.C. 153(44))) to adopt flexible billing procedures and policies for Armed Forces personnel and their dependents for telephone calls to and from such Armed Forces personnel; and

"(4) seek agreements with foreign governments to reduce international surcharges on such telephone calls.

"(c) **DEFINITIONS.**—In this section:

"(1) **ARMED FORCES.**—The term 'Armed Forces' has the meaning given that term by section 2101(2) of title 5, United States Code.

"(2) **MILITARY BASE.**—The term 'military base' includes official duty stations to include vessels, whether such vessels are in port or underway outside of the United States."

Pub. L. 102-538, title II, § 213, Oct. 27, 1992, 106 Stat. 3545, which required the Federal Communications Commission to make efforts to reduce telephone rates for Armed Forces personnel in certain countries, was repealed by Pub. L. 109-459, § 3, Dec. 22, 2006, 120 Stat. 3400.

§ 202. Discriminations and preferences

(a) Charges, services, etc.

It shall be unlawful for any common carrier to make any unjust or unreasonable discrimination in charges, practices, classifications, regulations, facilities, or services for or in connection with like communication service, directly or indirectly, by any means or device, or to make or give any undue or unreasonable preference or advantage to any particular person, class of persons, or locality, or to subject any particular person, class of persons, or locality to any undue or unreasonable prejudice or disadvantage.

(b) Charges or services included

Charges or services, whenever referred to in this chapter, include charges for, or services in connection with, the use of common carrier lines of communication, whether derived from wire or radio facilities, in chain broadcasting or incidental to radio communication of any kind.

(c) Penalty

Any carrier who knowingly violates the provisions of this section shall forfeit to the United States the sum of \$6,000 for each such offense and \$300 for each and every day of the continuance of such offense.

(June 19, 1934, ch. 652, title II, § 202, 48 Stat. 1070; Pub. L. 86-751, Sept. 13, 1960, 74 Stat. 888; Pub. L. 101-239, title III, § 3002(a), Dec. 19, 1989, 103 Stat. 2131.)

AMENDMENTS

1989—Subsec. (c). Pub. L. 101-239 substituted "\$6,000" for "\$500" and "\$300" for "\$25".

1960—Subsec. (b). Pub. L. 86-751 substituted "common carrier lines of communication, whether derived from wire or radio facilities," for "wires".

§ 203. Schedules of charges

(a) Filing; public display

Every common carrier, except connecting carriers, shall, within such reasonable time as the Commission shall designate, file with the Commission and print and keep open for public inspection schedules showing all charges for itself and its connecting carriers for interstate and

§ 415. Limitations of actions**(a) Recovery of charges by carrier**

All actions at law by carriers for recovery of their lawful charges, or any part thereof, shall be begun within two years from the time the cause of action accrues, and not after.

(b) Recovery of damages

All complaints against carriers for the recovery of damages not based on overcharges shall be filed with the Commission within two years from the time the cause of action accrues, and not after, subject to subsection (d) of this section.

(c) Recovery of overcharges

For recovery of overcharges action at law shall be begun or complaint filed with the Commission against carriers within two years from the time the cause of action accrues, and not after, subject to subsection (d) of this section, except that if claim for the overcharge has been presented in writing to the carrier within the two-year period of limitation said period shall be extended to include two years from the time notice in writing is given by the carrier to the claimant of disallowance of the claim, or any part or parts thereof, specified in the notice.

(d) Extension

If on or before expiration of the period of limitation in subsection (b) or (c) of this section a carrier begins action under subsection (a) of this section for recovery of lawful charges in respect of the same service, or, without beginning action, collects charges in respect of that service, said period of limitation shall be extended to include ninety days from the time such action is begun or such charges are collected by the carrier.

(e) Accrual of cause of action for transmission of message

The cause of action in respect of the transmission of a message shall, for the purposes of this section, be deemed to accrue upon delivery or tender of delivery thereof by the carrier, and not after.

(f) Enforcement petition

A petition for the enforcement of an order of the Commission for the payment of money shall be filed in the district court or the State court within one year from the date of the order, and not after.

(g) "Overcharges" defined

The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable thereto under the schedules of charges lawfully on file with the Commission.

(June 19, 1934, ch. 652, title IV, § 415, 48 Stat. 1099; Pub. L. 93-507, Nov. 30, 1974, 88 Stat. 1577.)

AMENDMENTS

1974—Subsecs. (a) to (c). Pub. L. 93-507 amended subsecs. (a) to (c) generally, substituting reference to two years for reference to one year wherever appearing.

§ 416. Orders of Commission**(a) Service**

Every order of the Commission shall be forthwith served upon the designated agent of the

carrier in the city of Washington in any other manner as may be provided.

(b) Suspension or modification

Except as otherwise provided in this chapter, the Commission is authorized to suspend or modify its orders upon such notice and in such manner as it shall deem proper.

(c) Compliance

It shall be the duty of every person, its agents and employees, and any receiver or trustee thereof, to observe and comply with such orders so long as the same shall remain in effect.

(June 19, 1934, ch. 652, title IV, § 416, 48 Stat. 1100.)

**SUBCHAPTER V—PENAL PROVISIONS;
FORFEITURES****§ 501. General penalty**

Any person who willfully and knowingly does or causes or suffers to be done any act, matter, or thing, in this chapter prohibited or declared to be unlawful, or who willfully and knowingly omits or fails to do any act, matter, or thing in this chapter required to be done, or willfully and knowingly causes or suffers such omission or failure, shall, upon conviction thereof, be punished for such offense, for which no penalty (other than a forfeiture) is provided in this chapter, by a fine of not more than \$10,000 or by imprisonment for a term not exceeding one year, or both; except that any person, having been once convicted of an offense punishable under this section, who is subsequently convicted of violating any provision of this chapter punishable under this section, shall be punished by a fine of not more than \$10,000 or by imprisonment for a term not exceeding two years, or both.

(June 19, 1934, ch. 652, title V, § 501, 48 Stat. 1100; Mar. 23, 1954, ch. 104, 68 Stat. 30.)

REFERENCES IN TEXT

This chapter, referred to in text, was in the original "this Act", meaning act June 19, 1934, ch. 652, 48 Stat. 1064, as amended, known as the Communications Act of 1934, which is classified principally to this chapter. For complete classification of this Act to the Code, see section 609 of this title and Tables.

AMENDMENTS

1954—Act Mar. 23, 1954, provided that any offense punishable hereunder, except a second or subsequent offense, should constitute a misdemeanor rather than a felony, as those terms are defined in section 1 of Title 18, Crimes and Criminal Procedure.

§ 502. Violation of rules, regulations, etc.

Any person who willfully and knowingly violates any rule, regulation, restriction, or condition made or imposed by the Commission under authority of this chapter, or any rule, regulation, restriction, or condition made or imposed by any international radio or wire communications treaty or convention, or regulations annexed thereto, to which the United States is or may hereafter become a party, shall, in addition to any other penalties provided by law, be punished, upon conviction thereof, by a fine of not more than \$500 for each and every day during which such offense occurs.

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)	
)	
THE PEOPLE'S NETWORK INCORPORATED,)	
Complainant,)	
)	File No. E-92-99
v.)	
)	
AMERICAN TELEPHONE AND TELEGRAPH)	
COMPANY,)	
Defendant.)	

MEMORANDUM OPINION AND ORDER

Adopted: April 4, 1997

Released: April 10, 1997

By the Chief, Common Carrier Bureau:

I. INTRODUCTION

1. We have before us a formal complaint filed by The People's Network, Incorporated ("TPN") against the American Telephone and Telegraph Company ("AT&T"), pursuant to Section 208 of the Communications Act of 1934, as amended (the "Act").¹ TPN alleges that AT&T has violated the Act by, (1) denying TPN service in violation of Section 201(a); (2) imposing certain limitations that were unjust and unreasonable under Section 201(b); and (3) discriminating against TPN in violation of Section 202(a). Additionally, TPN asserts that AT&T has violated the Commission's resale policy, and that AT&T violated Section 203 of the Act by failing to amend its tariff to reflect certain service limitations. TPN seeks an order prohibiting AT&T to bill or collect amounts which, TPN asserts, were unlawfully backbilled. TPN also requests that we award damages against AT&T for its alleged misconduct while providing service to TPN and its customers. For the reasons stated below, we find in favor of TPN on its Section 201(b) claim relating to backbilling and deny the remainder of its complaint.

¹ 47 U.S.C. § 208. Section 208 provides for the filing of a complaint with the Commission by "[a]ny person . . . complaining of anything done or omitted to be done by any common carrier subject to this Act, in contravention of the provisions thereof."

II. BACKGROUND

2. TPN is a Texas corporation that provides interstate long distance services, including the resale of AT&T's Software Defined Network² ("SDN") and Distributed Network Services³ ("DNS") services.⁴ AT&T is a communications common carrier that provides domestic and international telecommunications services, including SDN and DNS, subject to the Commission's jurisdiction under Title II of the Act.⁵

3. TPN began reselling AT&T's SDN service after signing an agreement with AT&T on October 13, 1989.⁶ After experiencing certain difficulties with AT&T's services, TPN requested, on February 18, 1992, that AT&T write off the remaining charges on TPN's account, alleging that AT&T's conduct justified this action.⁷ Subsequently, AT&T notified TPN of its intention to terminate TPN's service for non-payment of accrued charges. TPN sought emergency relief from the Commission to prevent termination of its service; and while AT&T originally opposed the requested emergency relief, it later agreed not to terminate TPN's service. Shortly thereafter, TPN filed its formal complaint with the Commission.⁸

² AT&T's SDN service permits a customer to create a "virtual" private network within AT&T's larger, switched network. See AT&T Brief at 4.

³ DNS is designed to provide an SDN-type service exclusively to resellers.

⁴ Complaint at 1-2.

⁵ *Id.* at 3.

⁶ *Id.* at 9.

⁷ *Id.* at Exh. 14.

⁸ On the general issue of TPN's pleadings in this proceeding, we note that its counsel failed to abide by the Commission's published page limits for reply briefs. See 47 C.F.R. § 1.732(d). Although we have not done so in this instance, counsel is reminded that the Commission's rules provide for the return, without consideration, of briefs that exceed the announced page limits. See 47 C.F.R. § 1.48.

III. DISCUSSION

A. SECTION 201(a) ISSUES

1. Service Limits

4. The Parties' Contentions. TPN asserts that AT&T violated Section 201(a) of the Act⁹ by failing to provide TPN with service upon reasonable request.¹⁰ According to TPN, it agreed to purchase AT&T's SDN service only after receiving AT&T's assurances that it could promptly provide service to TPN's projected customer base of 4,000 to 8,000 subscribers.¹¹ Shortly thereafter, in February 1990, AT&T announced that it would limit to 400 the number of orders per month on which AT&T would provide new service for each of its SDN customers.¹² TPN asserts that it subsequently subscribed to the DNS service in reliance on AT&T's representations that orders for DNS service could be filled more quickly than could those for SDN service.¹³ TPN alleges, however, that, in December 1991, AT&T imposed a 100 order-per-week limit on the number of DNS orders for which it would provide service.¹⁴ TPN argues that these service limits effectively denied service to TPN in contravention of the Act.¹⁵ As discussed below, AT&T points out that TPN rarely placed enough orders that it exceeded the applicable service limits. TPN asserts, however, that, in response to the announced service limits, it scaled back its marketing efforts to avoid being unable, because of the service limits, to deliver the service that its customers had requested.¹⁶ Thus, TPN asserts that, but for the service limits, it would have marketed its services more heavily and, consequently, would have built a larger, more profitable customer base.

5. AT&T concedes that it imposed the monthly service limits. It asserts, however, that it imposed these limits in an attempt to keep pace with unexpected demand, and that, after announcing

⁹ 47 U.S.C. § 201(a). This section states, in pertinent part, that it "shall be the duty of every common carrier engaged in interstate . . . communication by wire or radio to furnish such communication service upon reasonable request." *Id.*

¹⁰ Complaint at 9.

¹¹ *Id.*

¹² *Id.* at 10.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* at 10-13.

¹⁶ *See id.*; TPN Reply at 5.

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the limits, it specifically informed TPN that the limits were "not in concrete" and that AT&T would attempt to accommodate customers when their monthly service requirements exceeded the announced limits.¹⁷ Moreover, AT&T has provided evidence that on only one occasion -- in January 1991, when TPN submitted 523 orders for SDN service -- did the complainant's requirements exceed AT&T's announced limits.¹⁸ On that one occasion, AT&T states that it accepted for processing all 523 of the orders that TPN submitted.¹⁹

6. **Discussion.** It is well established that, in a formal complaint proceeding under Section 208, the complainant has the burden of establishing a violation of the Act or of the Commissions rules or orders.²⁰ On the present record, we conclude that TPN has failed to carry its burden of establishing that AT&T's monthly service limits violated Section 201(a) by effectively denying service to TPN or its customers.

7. As discussed above, record evidence indicates that AT&T attempted to accommodate customer requests in excess of the monthly limits.²¹ Moreover, TPN admits that only once did it submit orders in excess of AT&T's monthly limits.²² On that one occasion, AT&T accepted all of the orders for processing.²³ Nonetheless, TPN seeks to establish a Section 201(a) violation by arguing that, but for the service limits, it would have submitted many more orders during the relevant period. The primary record evidence to which TPN cites for its claimed likely customer base is deposition testimony of Robert Castleberry, one of TPN's founders, which discusses, without numerical specifics or supporting documentation, service agreements with various customer groups that he claimed to recall.²⁴ We cannot accept this portion of TPN's argument. It would require us to speculate impermissibly on the accuracy of TPN's largely unsupported initial projections regarding its customer

¹⁷ See, e.g., AT&T Brief at 13-14 & Exh. 8.

¹⁸ See *id.* 14-15; TPN's Responses to AT&T's First Set of Interrogatories at 4.

¹⁹ See TPN's Responses to AT&T's First Set of Interrogatories at 4.

²⁰ See *AT&T v. Northwestern Bell Telephone Co.*, 5 FCC Rcd 143, 147 (1990); see also *Amendment of Rules Concerning Procedures to be Followed When Formal Complaints are Filed Against Common Carriers*, 8 FCC Rcd 2614, 2616-17 (1993); *Connecticut Office of Consumer Counsel v. AT&T Communications*, 4 FCC Rcd 8130, 8133 (1989), *aff'd sub nom. Connecticut Office of Consumer Counsel v. FCC*, 915 F.2d 75 (2d Cir. 1990), *cert. denied*, 111 S. Ct. 1310 (1991). See generally 47 C.F.R. §§ 1.720-1.7535.

²¹ AT&T Brief at 13-14 & Exhs. 8, 16.

²² TPN's Response to AT&T's First Set of Interrogatories at 4.

²³ *Id.*

²⁴ See TPN Exh. 4 at 291-99.

base. We therefore find no violation of Section 201(a) arising from AT&T's imposition of monthly service order limits.

2. Provisioning Delays

8. **The Parties' Contentions.** In addition to the above service limits, TPN asserts that the delay in AT&T's provisioning process for TPN's customers' orders often was so long from the time of placement of a service order with AT&T to the actual receipt of service by TPN's customers that it was tantamount to a denial of service in violation of Section 201(a).²⁵ In support of this argument, TPN's complaint identifies three of its customers who allegedly suffered unreasonable provisioning delays.²⁶ TPN also takes the position that any provisioning delay beyond five months is, *per se*, a violation of section 201(a).

9. AT&T concedes that, during the time in question, many of its SDN customers experienced provisioning intervals that were longer than normal.²⁷ According to AT&T, this added delay was attributable to the inability of its provisioning systems to meet the sudden and unexpected demand for its SDN services. AT&T denies, however, that any of TPN's customers experienced delays that were sufficiently prolonged to constitute a denial of service under Section 201(a). Additionally, AT&T has submitted evidence indicating that it had completed the necessary process to provision two of the TPN customers named in the complaint within 75 days, and that it had completed work on the third order within 135 days.²⁸

10. **Discussion.** We find that TPN has failed to meet its evidentiary burden²⁹ to establish that either it or its customers suffered any provisioning delay that would amount to a denial of service under Section 201(a).³⁰ As discussed above, AT&T has submitted evidence tending to show that, even under TPN's proposed five-month rule, it provided reasonably prompt service to the three

²⁵ Complaint at 10-12.

²⁶ *See id.* at 14-15.

²⁷ *See, e.g.*, AT&T Brief at 28-29 & Exh. 21 at A30007576.

²⁸ *Id.* at 29-30 & Exh. 9 at ¶ 6.

²⁹ *See supra*, ¶ 6 & n.20.

³⁰ *Cf. AT&T Communications, Apparent Liability for Forfeiture and Order to Show Cause*, 10 FCC Rcd 1664, 1666-1667 (1995) (noting that delay in provision of service beyond one year apparently constitutes violation of section 201(a)). We note that the provisioning standards necessary to comply with Section 201(a) are not as stringent as the standards that the Commission has adopted pursuant to Section 251(c). *See, e.g.*, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, First Report & Order*, 11 FCC Rcd 15499, 15658-60, 15763-68, ¶¶ 312-314, 516-28 (1996).

end users who, TPN's complaint contends, experienced an allegedly unreasonable delay.³¹ Beyond these three instances of alleged provisioning delay, TPN has failed to provide evidence to support this portion of its argument. AT&T correctly points out that, in responding to an interrogatory regarding the alleged delay, TPN offered evidence only of the dates on which certain of its customers actually received SDN service.³² TPN has not provided evidence indicating the date on which it ordered service for these customers from AT&T. Without such evidence, it is plainly impossible to determine what delay, if any, occurred. Accordingly, this portion of TPN's claim under Section 201(a) is denied.

B. SECTION 201(b) ISSUE

1. Backbilling

11. **The Parties' Contentions.** TPN alleges that AT&T violated Section 201(b) of the Act³³ by including on the bills of many TPN customers calls that had been placed long before the date of the bill. TPN asserts that this backbilling caused it to lose both revenues and customers.³⁴ The complaint offers numerous examples of backbilling by AT&T and includes, as exhibits, copies of several letters written by TPN customers complaining about bills reflecting calls placed long before the bill date.³⁵ TPN asserts, without elaboration, that the Bureau's Order in *American Network, Inc.*³⁶ compels a ruling that billing for a call more than 60 days after it is placed is, *per se*, unreasonable and a violation of Section 201(b).³⁷ Additionally, TPN complains that certain of its customers received bills that simply requested payment of a lump sum and provided no call detail.

12. AT&T concedes that, during the time relevant to this proceeding, TPN and many of its other SDN customers experienced substantial delays in their billing.³⁸ It asserts that this problem arose

³¹ Therefore, we need not address TPN's argument that any provisioning delay beyond five months is, *per se*, a violation of Section 201(a).

³² AT&T Brief at 32; TPN's Responses to AT&T's First Set of Interrogatories, Interrogatory No. 4.

³³ 47 U.S.C. §201(b). This section states, in pertinent part, that all "charges, practices, classifications, and regulations for and in connection with [interstate] communication service shall be just and reasonable."

³⁴ Complaint at 17-29.

³⁵ *Id.* at 22-26.

³⁶ *American Network, Inc.*, 4 FCC Rcd 550 (Com. Car. Bur. 1989) (*AmNet Order*) (holding that backbilling may, in some instances, violate Section 201(b)).

³⁷ Complaint at 28.

³⁸ *See, e.g.*, AT&T Brief at 15-16, 43-48.

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because its billing systems were not able to accommodate the unanticipated increase in demand that arose for SDN service.³⁹ Specifically, AT&T explains, because of certain delays inherent in the provisioning process, end users who had been activated on SDN service made calls before a billing identifier was in place to match the customer's calls to the appropriate billing record.⁴⁰ As a result, calls were placed that were not matched to any account. AT&T would subsequently investigate these calls and attempt to attribute them to the proper account. This investigation was largely manual, however, and caused delays that resulted in the late billing of messages once they were attributed to the proper customer.⁴¹

13. AT&T maintains that, upon realizing the magnitude of the delays in its billing process, it instituted a variety of remedial measures.⁴² Thus, AT&T argues that, given its inability to foresee the increase in SDN demand, which, in turn, gave rise to the billing difficulties, and given its attempts to cure the problem, the level of delayed billing that occurred here was reasonable and therefore did not violate Section 201(b).

14. **Discussion.** In ruling on TPN's backbilling claim, we first note that, as the parties recognize, the Bureau has previously addressed the issue of backbilling. In *AmNet*, we held that, notwithstanding the 2-year statute of limitation for recovery actions provided in Section 415(a) of the Act,⁴³ a "delay of much less than 24 months between the rendering of service and the receipt of an

³⁹ *Id.* at 15-16.

⁴⁰ *Id.* According to AT&T, the failure of its billing system that gave rise to backbilling could be attributable, in any particular instance, either to an error in billing information that AT&T received or to its own delay in creating the appropriate billing identifiers. See Answer at 27-28; AT&T Brief at 15-16, 44-45.

⁴¹ See AT&T Brief at 16.

⁴² See AT&T Reply Brief at 24-25. Specifically, AT&T asserts that it took the following steps, through its Specialized Markets Division ("SMD"), in an attempt to remedy its delayed billing difficulties:

SMD implemented a tracking system to follow the progress of orders as they were entered into the provisioning and billing databases. SMD redesigned its systems so that the billing information on SDN orders was loaded mechanically from the "K report" into the billing databases, thereby generating a billing order which would then be "BARDED." It also implemented the action plan developed by the Billing Process Management Team to investigate and bill existing [unbilled] messages with the result that [the level of unbilled messages] for resellers was reduced by approximately 50 percent by January 1992.

See AT&T Reply Brief at 24-25 (citation and footnote omitted).

⁴³ 47 U.S.C. § 415(a). This section provides that "[a]ll actions at law by carriers for recovery of their lawful charges, or any part thereof, shall be begun, within two years from the time the cause of action accrues, and not after."

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initial bill for such service may be an unjust and unreasonable practice" and consequently violative of Section 201(b).⁴⁴ In that proceeding, however, the party seeking a declaratory ruling on the backbilling issue failed to provide evidence that adequately established the nature and extent of the alleged backbilling. Accordingly, we declined to decide at what point the alleged backbilling became unjust and/or unreasonable within the meaning of Section 201(b).⁴⁵

15. The record currently before us does not appear to suffer from those weaknesses present in the *AmNet* record. AT&T concedes that it rendered bills as much as 15 months after provision of service.⁴⁶ Moreover, TPN has presented additional evidence that at least one of its customers received a bill for calls placed 20 months earlier.⁴⁷ We have little difficulty in determining that, under the facts of this case, billing delays of 15 or 20 months qualify as an unreasonable practice within the meaning of Section 201(b). AT&T does not deny that delays of this magnitude could substantially and unreasonably disrupt the operations of both TPN and its end users. Indeed, the record reflects that AT&T issued most of the bills about which TPN complains more than 10 months after service was rendered. TPN would have us conclude that billing delays of 60 days or more are, *per se*, unreasonable under Section 201(b). Such a limit is necessary, it asserts, so that it may have some reasonable chance of obtaining payment, for the billed services, from its end users who, given the conditions prevailing in the marketplace, may regularly change their long-distance carrier. TPN also argues that some limit is necessary because its business customers wish either to pass their phone bills through to clients on a timely basis, or, at least, to be able accurately to track their long-distance expenses for budgeting purposes.⁴⁸

16. We accept AT&T's position that the backbilling that TPN experienced arose because of the unprecedented and unforeseen demand for its SDN service. Moreover, AT&T has represented that it took what it viewed as reasonable and timely steps to attribute and bill the unbilled messages to its various customers, including TPN's end users, and revised its billing and provisioning systems in an attempt to reduce the future incidence of unbilled messages. In the absence of credible evidence to counter these assertions, we are not prepared to adopt the 60-day limit for reasonable backbilling that TPN's complaint urges. On the other hand, AT&T has failed to make a persuasive showing that the billing delays experienced by TPN's customers -- in some cases more than 10 months -- should be

⁴⁴ *AmNet Order*, 4 FCC Rcd at 552; *see also id.* ("Section 415(a) establishes a time limit for filing a court action to recover unpaid bills; it does not establish the time limit for sending an initial bill to the customer for services rendered.").

⁴⁵ *Id.* at 551.

⁴⁶ Compare Answer at 29 n.23 and Complaint at 22 ¶ 42(d) & Exh. No. 8.

⁴⁷ See Complaint at 22, ¶ 42(c) & Exh. No. 7.

⁴⁸ TPN Brief at 32-33.

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viewed as reasonable under Section 201(b), especially in light of the particular requirements of TPN as a resale carrier and its dual status as a customer and competitor of AT&T. AT&T has provided no specific information regarding the policies and procedures it followed in preparing the bills at issue that might show what period was reasonably required to prepare and render some or all of the bills.

17. For the purposes of this Order and taking into account the arguments and evidence presented by the parties, we find that AT&T's actions in backbilling TPN's customers for services rendered more than 120 days after such services were rendered constituted an unreasonable practice, violative of Section 201(b). In reaching this conclusion, we note that, in 1993, AT&T amended its tariff for SDN service to guarantee that calls would be billed within 120 days of the date on which they were placed.⁴⁹ As early as 1992, it appears that AT&T had set as its goal to bill all calls within 60 days: TPN provided evidence reflecting AT&T's "objective to write off all messages that are greater than 60 days past the message date starting January 1, 1993."⁵⁰ Consistent with our findings in this case, to the extent that TPN has established in its complaint that it experienced backbilling delays exceeding 120 days in connection with AT&T's SDN service offerings, it may file a supplemental complaint for damages as provided in section 1.722 of the Commission's Rules.⁵¹

18. Our decision regarding the reasonableness of AT&T's backbilling practices in this particular case should not be construed as establishing a rule of general applicability. As we stated in the *AmNet Order*, "any fixed limit upon all backbilling should be established in a Rule Making proceeding."⁵² Today's ruling is limited strictly to the facts of this case. We do not foreclose the possibility that backbilling delays of less than 120 days could be found to be unjust and unreasonable under the facts of a particular case. Likewise, backbilling delays exceeding 120 days may be reasonable in certain instances. We will consider such matters on a case-by-case basis to determine compliance with the just and reasonable requirements of Section 201(b).⁵³

⁴⁹ See AT&T Tariff F.C.C. No. 1, Section 6.4.2.D (effective August 2, 1993); AT&T Brief at 47 n.101.

⁵⁰ See TPN's Second Motion to Compel, Exh. 42; TPN Brief, Exh. 43 at A30005851, Exh. 60 at A30005843; see also AT&T Brief at 16 (referring to "customary billing interval for current usage of 60 days").

⁵¹ 47 C.F.R. § 1.722.

⁵² *AmNet Order*, 4 FCC Rcd at 551-52.

⁵³ We are not persuaded that the backbilling problems described in this proceeding are so commonplace that they warrant a rulemaking action at this time. We will revisit the need for such action in response to petitions filed by interested parties or on our own motion should we receive indications that backbilling delays are an industry-wide concern.

2. Other Alleged Unjust Practices

19. In addition to the backbilling, discussed above, TPN argues in its briefs that AT&T also violated Section 201(b) in several other respects. In most instances, TPN did not include these additional claimed Section 201(b) violations in either its complaint or its reply. Accordingly, these further alleged violations are not properly before us.⁵⁴ Nonetheless, we have reviewed each of these claims; for the reasons discussed below, we find that, in each instance, TPN has failed to establish a violation of Section 201(b).

20. First, TPN assigns as a violation of Section 201(b) AT&T's allegedly unreasonable delays in the provisioning⁵⁵ and termination⁵⁶ of service in response to customer orders. As we have set out above,⁵⁷ TPN has presented evidence of the date on which certain of its customers actually received AT&T's SDN service, but it has not provided evidence from which it is possible to determine the extent of any delay. Nor has TPN presented persuasive evidence in support of its claim that AT&T delayed in disconnecting service. Indeed, the primary record evidence of delay in the termination of service -- evidence to which, inexplicably, TPN's brief does not cite for this portion of its argument -- is what appears to be an internal AT&T survey of problems with its SDN service.⁵⁸ This survey concludes only that "disconnects were not done in a timely manner," and TPN has failed to present other evidence of the disconnect delays that it claims to have suffered.⁵⁹ Accordingly, we find that TPN has failed to carry its burden of establishing a violation of Section 201(b) with respect to these two claims.

⁵⁴ See 47 C.F.R. § 1.720(a) ("All matters concerning a claim, defense or requested remedy . . . should be pleaded fully and with specificity.").

⁵⁵ TPN Brief at 21-25.

⁵⁶ See *Complaint* at 30, 33; *TPN Brief* at 27-28.

⁵⁷ See *supra* ¶ 10.

⁵⁸ See TPN Brief Exh. 19 at A30011818.

⁵⁹ Even in the context of TPN's case, in which numerous other claims fall for lack of evidence, the failure of proof in connection with TPN's claim of delayed service termination is particularly glaring. Of the materials relating to this claim to which TPN's brief cites, only one exhibit appears even to mention the claimed problems with the "disconnect process." See TPN Brief, Exh. 39 at A30011155. Nonetheless, TPN's counsel has attached to the brief, and generally cited to, several other exhibits, totalling more than 40 pages, without specifically indicating what portion or portions of them may support TPN's position. See TPN Brief at 27-28, Exhs. 22, 35-39. Counsel is admonished that, under the Commission's Rules, briefs shall contain "specific citation to the record" and be "supported by relevant . . . analysis." 47 C.F.R. § 1.732(a). Additionally, we note that, at least in connection with the present argument, TPN's counsel appears not to have heeded our Rule 1.52, which provides that an attorney's signature of a pleading indicates "that to the best of his knowledge, information, and belief there is good ground to support" the arguments contained therein. See 47 C.F.R. § 1.52.

21. Second, TPN asserts that AT&T unreasonably refused to transfer customers to TPN unless AT&T received a letter in which the end user's prior carrier consented to the change.⁶⁰ The record evidence on this issue demonstrates solely that, when an end user wished to change its service from a reseller to a different carrier, AT&T required that the end user provide to the new carrier a copy of the letter terminating the end user's service with the prior reseller.⁶¹ We agree with AT&T's position that this requirement was not an unreasonable means of "protect[ing] itself from claims of improperly removing end users from one reseller's account to another carrier's account."⁶² Accordingly, we find no violation of Section 201(b) with respect to TPN's untimely claim on this issue.⁶³

22. Third, TPN complains that AT&T allegedly required it to waive any liability limit on calling cards that AT&T issued for the ultimate use of TPN's end users.⁶⁴ In support of its argument, TPN provides the "AT&T Card -- Bulk Issuance Agreement" (the "Card Agreement"),⁶⁵ which states that, "AT&T will not know that a billing card number has been compromised, or that a subscriber's account with Customer has been closed, unless Customer so notifies AT&T"; the agreement therefore provides that AT&T's customer shall be liable for all calling card charges until AT&T is notified "that the billing card number . . . should be invalidated."⁶⁶ TPN offers, as its sole authority that the card issuance agreement violates Section 201(b), a regulation issued by the Board of Governors of the Federal Reserve System (the "Federal Reserve Board").⁶⁷ Given the limitations on AT&T's ability to contact a reseller's end users, we decline to rule that it is unreasonable, within the meaning of Section 201(b), for AT&T to require TPN to waive the subject liability limitation for the unauthorized use of calling cards issued to TPN. This claim is therefore denied. Furthermore, the Commission is clearly

⁶⁰ See TPN Brief at 27-28, 33-35.

⁶¹ See *id.*, Exh. 22 at A30006855.

⁶² See AT&T Reply Brief at 27-28 n.56.

⁶³ To the extent that TPN also purports to allege that a violation of Section 203 arises from this requirement of AT&T's, see TPN Brief at 33, we find that TPN has failed to establish a violation of the statute. As discussed more fully below, Section 203 requires the inclusion in a tariff only of those "classifications, regulations and practices affecting" a carrier's charges. See *infra* ¶¶ 33-34.

⁶⁴ TPN Brief at 35-36.

⁶⁵ *Id.*, Exh. 48.

⁶⁶ *Id.*, Exh. 48 at A30000611.

⁶⁷ 12 C.F.R. § 226.12. We also note that TPN has not established that it was subject to the liability waiver contained in the Card Agreement. The version of the agreement that TPN submitted with its brief is not signed and appears to have been prepared for an entirely different AT&T subscriber. In addressing TPN's argument on this issue, we have assumed, *arguendo*, that TPN entered a similar agreement.

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not empowered to interpret or apply the regulations of the Federal Reserve Board.⁶⁸ To the extent that TPN seeks such a ruling in this proceeding, it is also denied.

23. Fourth, in the last pages of its Brief, TPN asserts -- for the first time -- that AT&T violated Section 201(b) by requiring that TPN refrain from using AT&T's trademarks and service marks in marketing TPN's services.⁶⁹ Apart from its unsupported assertion of a violation, TPN has offered no authority for the proposition that AT&T's attempts to protect its registered marks constitute an unjust or unreasonable practice under the Act. Accordingly, this claim is also denied.

C.SECTION 202(a) ISSUE: DISCRIMINATION AGAINST RESELLERS

24. TPN argues that, in a variety of different ways, AT&T unreasonably discriminates against it and other resellers in preference to AT&T's commercial, non-reseller customers. Thus, as discussed more fully below, TPN argues that: (1) for a variety of reasons, AT&T's response to the service orders of its reseller customers was substantially slower than was its response to similar orders from its commercial customers, and (2) reseller customers suffered a higher level of backbilling than did commercial customers. As we set out below, AT&T controverts TPN's arguments on each of these points.⁷⁰

25. Applicable judicial decisions establish a three-prong test for determining whether a violation of Section 202(a)'s prohibition of unreasonable discrimination has occurred. First, the Commission must determine whether the services at issue are like one another. Second, if the services in question are sufficiently similar, the Commission must decide whether the defendant carrier is offering disparate pricing or treatment to different customers receiving the like services. Third, if disparate pricing or treatment exists, the Commission must decide whether such disparity is justified and, therefore, not unreasonable.⁷¹ Under Section 208, the complainant has the evidentiary burden of establishing that the services are like and that the discrimination exists between them. Once the complainant has established the presence of like services and discrimination, the burden shifts to the defendant carrier to show that the discrimination is not unreasonable.⁷² In connection with each of the above instances of alleged discrimination, TPN's claim of discrimination fails.

⁶⁸ See 47 U.S.C. § 151 (Commission shall "execute and enforce the provisions of th[e] Act.").

⁶⁹ TPN Brief at 45 & n. 28.

⁷⁰ See *infra* ¶¶ 26-29.

⁷¹ See *Competition in the Interstate Interexchange Marketplace*, 6 FCC Rcd 5880, 5903 (1991); *MCI Telecommunications Corp. v. FCC*, 917 F.2d 30, 39 (D.C. Cir. 1990).

⁷² See 6 FCC Rcd at 5903; 917 F.2d at 39.

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1. **Provisioning Delays**

26. TPN alleges that several different factors contribute to make the provisioning interval for resellers substantially greater than for similarly situated commercial customers. Specifically, TPN asserts that the greater delays experienced by AT&T's reseller customers were caused by: (1) the claimed fact that the 400 order-per-month provisioning limit had a disproportionate effect on resellers;⁷³ (2) AT&T's alleged refusal directly to contact TPN's end users to collect order information or to correct errors in the service orders that TPN submitted to AT&T;⁷⁴ (3) AT&T's decisions to process reseller service orders through its SMD⁷⁵ and not to pay sales commissions to its sales employees who processed resellers' orders.⁷⁶

27. **Monthly Order Limits.** TPN speculates that AT&T's monthly service limits had a disproportionate effect on resellers;⁷⁷ TPN provides no evidence of this effect, however. Instead, TPN has restricted itself to inferring discrimination based on what it asserts are the typical structures of AT&T's reseller and nonreseller customers.⁷⁸ On the other hand, AT&T has both averred, and presented substantial evidence tending to show, that it applied these service limits to both its commercial and its reseller customers.⁷⁹ Thus, this portion of TPN's Section 202(a) claim fails to prove that the carrier differentiates between its customers in the provision of its services.

28. **Data Collection.** TPN next asserts that resellers' orders were processed more slowly because, in contrast to its practice with its commercial, nonreseller customers, AT&T refused to contact the resellers' end users to obtain accurate data for use in provisioning the ordered service. AT&T argues persuasively in response that, during the provisioning process, it declined to contact resellers' end users directly in order to protect itself from accusations of improperly attempting to lure away the resellers' customers.⁸⁰ We find that AT&T has articulated a reasonable basis for the distinction that it has drawn in connection with its collection of order data from the resellers' end users and its own end users.

⁷³ See TPN Brief at 16-18.

⁷⁴ See, e.g., *id.* at 14-15. TPN refers to this genre of services as "data collection" and "data scrubbing."

⁷⁵ See *id.* at 12-16.

⁷⁶ See *id.* at 11-12.

⁷⁷ See, e.g., *id.* at 16-18.

⁷⁸ *Id.*

⁷⁹ See Answer at 21-22; AT&T Brief at 13-15, 38-39.

⁸⁰ See, e.g., AT&T Brief at 35 & n.81.

29. **Provisioning Support.** TPN's next instance of claimed discrimination relates to the facilities and personnel that, it alleges, AT&T used to process resellers' service requests. In particular, TPN complains of AT&T's practice of routing through its Specialized Market Division all reseller service requests⁸¹ and its decision not to pay sales commissions to employees who processed reseller service orders.⁸² TPN has not, however, presented adequate evidence to establish that it, or resellers generally, suffered slower service as a result of either of these two factors. Indeed, substantial record evidence shows that resellers' orders were provisioned at least as quickly as those of AT&T's commercial customers.⁸³ Accordingly, this portion of TPN's claim also must fail.

2. **Backbilling**

30. TPN's second major claim of unreasonable discrimination in violation of Section 202(a) relates to AT&T's practice, discussed above, of backbilling its SDN customers during the time in question. TPN asserts that reseller customers suffered a higher incidence of backbilling than did AT&T's commercial customers.⁸⁴ In particular, TPN avers that, on its "information and belief" AT&T simply wrote off or deleted the older charges on the bills of its commercial customers, while it routinely backbilled its reseller customers.⁸⁵ Notwithstanding its information and belief, TPN has failed to present evidence that it, or resellers in general, were subject to a higher level of backbilling than were AT&T's commercial customers.⁸⁶ Because TPN has failed to establish the necessary element of disparate treatment, its discrimination claim relating to backbilling is denied.

D. **THE COMMISSION'S RESELLER POLICY**

31. **The Parties' Contentions.** TPN's complaint generally alleges that AT&T's various practices discussed above violate the Commission's resale policies by discriminatorily making AT&T's SDN service less attractive to resellers than to nonreseller commercial customers.⁸⁷ In response to TPN's allegations, AT&T asserts that all of its SDN customers have experienced the problems of

⁸¹ See TPN Brief at 12-13.

⁸² See *id.* at 11-12.

⁸³ See AT&T Brief at 16-17, citing Exhs. 15, 20, 21.

⁸⁴ TPN Brief at 29-33.

⁸⁵ *Id.* at 29.

⁸⁶ See *id.* at 29-33.

⁸⁷ Complaint at 4-6. Parenthetically, we note that TPN's briefs have not pursued this alleged discrimination in violation of resale policies; nonetheless, we briefly address the argument.

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which TPN complains; consequently, it argues, it cannot have violated the Commission's resale policies.⁸⁸

32. **Discussion.** As indicated above, TPN's claim regarding violation of the Commission's resale policies is restricted to the allegation that AT&T discriminated against resellers in the provision of its SDN service. As we previously have discussed, however, we do not find that AT&T has treated TPN, or resellers in general, in a discriminatory manner. Similarly, we do not find that AT&T has violated the Commission's resale policies, which generally prohibit a carrier's discrimination among its customers, on grounds of price or service, depending on whether the customers are, in turn, reselling the service that they have purchased from the carrier.⁸⁹ TPN has not demonstrated that the 400 order-per-month limit, the alleged provisioning delays, or AT&T's backbilling practices had a discriminatory effect, or were meant to discriminate against TPN or resellers. Rather, we agree with AT&T's assertion that TPN experienced these problems along with all other SDN customers. Since there was no showing by TPN to support its allegations that AT&T's reseller customers suffered a disproportionate impact as a result of these problems, we do not find discrimination in violation of the Commission's orders on resale.

E. SECTION 203(a) ISSUE

33. **The Parties' Contentions.** Additionally, TPN contends that AT&T violated Section 203(a)⁹⁰ of the Act by failing to amend the applicable tariff to reflect the monthly order limitations that AT&T placed on its service provisioning.⁹¹ AT&T responds to this claim by arguing that its order limits do not affect the charges applicable for its services and that Section 203(a) therefore does not require their inclusion in the tariff.⁹²

34. **Discussion.** The Commission previously has ruled that, where a carrier establishes a reasonable and impartial means of responding to customer demand for service, the "carrier's practices for filling service orders are not required by Section 203 to be included in the tariff."⁹³ We reiterate,

⁸⁸ Answer at 17-18, 32-33.

⁸⁹ See, e.g., *In re Regulatory Policies Concerning Resale, Report and Order*, 83 FCC2d 167, 171-177 (1980).

⁹⁰ 47 U.S.C. § 203(a). This section provides, in relevant part, that every common carrier shall "file with the Commission . . . schedules showing all charges for . . . interstate and foreign wire or radio communication . . . and showing the classifications, practices, and regulations affecting such charges."

⁹¹ See Complaint at 10-11.

⁹² See AT&T Brief at 42.

⁹³ See *Spanish International Network, Inc.*, 78 FCC2d 1451, 1472 (1980); see also *RCI Long Distance, Inc.*, 11 FCC Rcd 8090, 8109-10 (Com. Car. Bur. 1996) (local exchange carrier's procedure for changing payphone

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however, that, "as a general rule, where a carrier can reasonably foresee a shortage of facilities, it would be advisable to include a tariff provision setting forth the practices it follows in filling orders for service."⁹⁴ Since AT&T's monthly order limitations did not affect the charges for its services, TPN's claim under Section 203(a) is denied.⁹⁵

F. TPN's REMAINING MOTIONS

35. Finally, we note that, during the course of this proceeding, TPN filed numerous motions and petitions, not all of which were formally ruled upon. These include: (1) its July 21, 1992 Petition for Emergency Relief; (2) its August 3, 1992 Petition for Sanctions; (3) its August 6, 1992 Motion to Strike and for Sanctions; (4) its September 20, 1993 Motion for Entry of Confidentiality Order; (5) its August 23, 1996 Third Motion to Compel; and (6) its August 23, 1996 Motion to Deem Facts Established for the Record. Given the instant ruling disposing of this proceeding, these prior, interlocutory motions are rendered moot. Accordingly, they are dismissed.

IV. CONCLUSION

36. As set out more fully above, we find that TPN has made a persuasive showing that AT&T violated Section 201(b) of the Act to the extent that it rendered, to TPN or its customers, bills for calls that had been placed more than 120 days earlier. This portion of TPN's complaint is thus granted. The remainder of TPN's complaint is denied for the reasons that we previously have discussed.

presubscribed interexchange carrier does not affect tariffed charges paid by payphone subscribers and therefore does not fall within Section 203).

⁹⁴ *Spanish Int'l Network*, 78 FCC2d at 1472.

⁹⁵ In light of our ruling on TPN's Section 203(a) claim, we need not reach its belated claim under Section 203(c). See TPN Brief at 45-46 (seeking leave to amend TPN's complaint to plead a violation of Section 203(c)).

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V. ORDERING CLAUSES

37. ACCORDINGLY IT IS ORDERED pursuant to Sections 4(i), 201(a), and 208 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 201(a), 208, and authority delegated by Sections 0.91 and 0.291 of the Commission's Rules, 47 C.F.R. §§ 0.91, 0.291, that TPN's complaint IS GRANTED, IN PART, AND DENIED, IN PART.

38. IT IS FURTHER ORDERED that TPN, in accordance with Section 1.722 of the Commission's Rules, 47 C.F.R. § 1.722, MAY FILE a supplemental complaint concerning damages relating to the backbilling issue within 60 days of the date of this decision.

39. IT IS FURTHER ORDERED that the various motions listed above in paragraph 35 are hereby DISMISSED AS MOOT.

FEDERAL COMMUNICATIONS COMMISSION

Regina M. Keeney
Chief, Common Carrier Bureau

CABS Bill Dates After 9/9/06

Total
 \$49,751.97

CABS Bill Date	MRC Thru Date	UNE COS	UNE USOC	Circuit Number	Access COS	Access USOC	Effective Date	Amount Back-Billed
9/22/2006	10/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
9/22/2006	10/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.505037..SB	XDH1X	TMECS	3/11/2006	\$33.30
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.520047..SB	XDH1X	TMECS	3/11/2005	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
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9/22/2006	10/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
9/22/2006	10/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.891553..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.891554..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.891558..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.891568..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.891623..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.891980..SB	XDH1X	TMECS	3/11/2005	\$13.85
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.894053..SB	XDH1X	TMECS	3/11/2005	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.895253..SB	XDH1X	TMECS	3/11/2005	\$97.26

9/22/2006	10/21/2006	USL	USLXX	60.HCFU.896986..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.897469..SB	XDH1X	TMECS	3/11/2005	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.903862..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.904766..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.905070..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.905095..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.905344..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.905734..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.906464..SB	XDH1X	TMECS	3/11/2005	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.907470..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	USL	USLXX	60.HCFU.908540..SB	XDH1X	TMECS	3/11/2005	\$97.26
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9/22/2006	10/21/2006	USL	USLXX	60.HCFU.913330..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2006	10/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
9/22/2006	10/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
9/22/2006	10/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
9/22/2006	10/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
9/22/2006	10/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
9/22/2006	10/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
10/7/2006	11/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
10/7/2006	11/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
10/22/2006	11/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
10/22/2006	11/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.503432..SB	XDH1X	TMECS	3/11/2006	\$33.30
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.513425..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.520043..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.520047..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.520415..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.521004..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.524004..SB	XDH1X	TMECS	3/11/2005	\$23.58
10/22/2006	11/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$632.58
10/22/2006	11/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$13.44)

10/22/2006	11/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.891553..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.891554..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.891558..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.891568..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.891623..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.894053..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.894061..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.895253..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.896986..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.897469..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.903441..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.903862..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.904766..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.905070..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.905095..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.905344..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.905734..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.906464..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.907293..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.907470..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.908540..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.910233..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	USL	USLXX	60.HCFU.913330..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2006	11/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
10/22/2006	11/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$199.00
10/22/2006	11/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$364.52
10/22/2006	11/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$199.00
10/22/2006	11/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$3,645.20
10/22/2006	11/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$199.00
11/7/2006	12/6/2006	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	\$2,497.24
11/7/2006	12/6/2006	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	\$1,453.12
11/22/2006	12/21/2006	U1TD1	1L5XX	60.HCFS.825984..SB	XDH1X	1L5XX-Mile	3/11/2006	\$400.38
11/22/2006	12/21/2006	U1TD1	U1TF1	60.HCFS.825984..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$11.46)
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.500249..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.501657..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.501810..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.502801..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.503497..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.503629..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.505475..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.505878..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.508098..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.508165..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.513425..SB	XDH1X	TMECS	3/11/2005	\$59.24

11/22/2006	12/21/2006	USL	USLXX	60.HCFU.520043..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.520047..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.520415..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.521004..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
11/22/2006	12/21/2006	U1TD1	1L5XX	60.HCFU.825983..SB	XDH1X	1L5XX-Mile	3/11/2006	\$400.38
11/22/2006	12/21/2006	U1TD1	U1TF1	60.HCFU.825983..SB	XDH1X	1L5XX-Fixed	3/11/2006	(\$11.46)
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.877433..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.884963..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.885450..SB	XDH1X	TMECS	3/11/2006	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.888734..SB	XDH1X	TMECS	3/11/2006	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.889025..SB	XDH1X	TMECS	3/11/2006	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.891553..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.891554..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.891558..SB	XDH1X	TMECS	3/11/2005	\$65.73
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.891568..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.891623..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.894053..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.894061..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.895253..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.896986..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.897469..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.903441..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.903862..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.904766..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.905070..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.905095..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.905344..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.905734..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.906464..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.907293..SB	XDH1X	TMECS	3/11/2005	\$59.24
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.907470..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.908540..SB	XDH1X	TMECS	3/11/2005	\$72.21
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.910233..SB	XDH1X	TMECS	3/11/2005	\$62.48
11/22/2006	12/21/2006	USL	USLXX	60.HCFU.913330..SB	XDH1X	TMECS	3/11/2005	\$97.26
11/22/2006	12/21/2006	U1TD3	1L5XX	60.HFFU.755106..SB	HFQC6	1LPE8	3/11/2006	\$2,424.97
11/22/2006	12/21/2006	U1TD3	U1TF3	60.HFFU.755106..SB	HFQC6	1LPS8	3/11/2006	\$96.97
11/22/2006	12/21/2006	U1TD3	1L5XX	60.HFFU.755240..SB	HFQC6	1LPE8	3/11/2006	\$169.59
11/22/2006	12/21/2006	U1TD3	U1TF3	60.HFFU.755240..SB	HFQC6	1LPS8	3/11/2006	\$57.17
11/22/2006	12/21/2006	U1TD3	1L5XX	60.HFFU.755242..SB	HFQC6	1LPE8	3/11/2006	\$2,424.97
11/22/2006	12/21/2006	U1TD3	U1TF3	60.HFFU.755242..SB	HFQC6	1LPS8	3/11/2006	\$96.97
12/7/2006	1/6/2007	UNC3X	1L5ND	60.HFFU.755367..SB	HFQC6	1LPEA	3/11/2006	(\$167.58)
12/7/2006	1/6/2007	UNC3X	UE3PX	60.HFFU.755367..SB	HFQC6	HFSC6	3/11/2006	(\$109.79)
12/22/2006	1/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
12/22/2006	1/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26

12/22/2006	1/21/2007	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
12/22/2006	1/21/2007	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
12/22/2006	1/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
12/22/2006	1/21/2007	USL	USLXX	60.HCFU.913330..SB	XDH1X	TMECS	3/11/2005	\$97.26
1/22/2007	2/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
1/22/2007	2/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
1/22/2007	2/21/2007	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
1/22/2007	2/21/2007	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
1/22/2007	2/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
1/22/2007	2/21/2007	USL	USLXX	60.HCFU.913330..SB	XDH1X	TMECS	3/11/2005	\$97.26
2/22/2007	3/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
2/22/2007	3/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
2/22/2007	3/21/2007	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
2/22/2007	3/21/2007	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
2/22/2007	3/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
2/22/2007	3/21/2007	USL	USLXX	60.HCFU.913330..SB	XDH1X	TMECS	3/11/2005	\$9.13
3/22/2007	4/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
5/22/2007	6/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
5/22/2007	6/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
5/22/2007	6/21/2007	USL	USLXX	60.HCFU.522847..SB	XDH1X	TMECS	3/11/2005	\$3.24
5/22/2007	6/21/2007	USL	USLXX	60.HCFU.522848..SB	XDH1X	TMECS	3/11/2005	\$62.48
5/22/2007	6/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
6/22/2007	7/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
6/22/2007	7/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
6/22/2007	7/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
7/22/2007	8/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
7/22/2007	8/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
7/22/2007	8/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
8/22/2007	9/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
8/22/2007	9/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
8/22/2007	9/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2007	10/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2007	10/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$97.26
9/22/2007	10/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$97.26
10/22/2007	11/21/2007	USL	USLXX	60.HCFU.521961..SB	XDH1X	TMECS	3/11/2005	\$52.76
10/22/2007	11/21/2007	USL	USLXX	60.HCFU.522095..SB	XDH1X	TMECS	3/11/2005	\$52.76
10/22/2007	11/21/2007	USL	USLXX	60.HCFU.522854..SB	XDH1X	TMECS	3/11/2005	\$52.76

\$49,751.97

All CABS Bill Dates On And After March 22, 2007

CABS Bill Date	MRC Thru Date	UNE USOC	Circuit Number	Access USOC	Effective Date	Amount Back- Billed
3/22/2007	4/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USLXX	60.HCFU.522847..SB	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USLXX	60.HCFU.522848..SB	TMECS	3/11/2005	\$97.26
3/22/2007	4/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USLXX	60.HCFU.522847..SB	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USLXX	60.HCFU.522848..SB	TMECS	3/11/2005	\$97.26
4/22/2007	5/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
5/22/2007	6/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
5/22/2007	6/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
5/22/2007	6/21/2007	USLXX	60.HCFU.522847..SB	TMECS	3/11/2005	\$3.24
5/22/2007	6/21/2007	USLXX	60.HCFU.522848..SB	TMECS	3/11/2005	\$62.48
5/22/2007	6/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
6/22/2007	7/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
6/22/2007	7/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
6/22/2007	7/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
7/22/2007	8/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
7/22/2007	8/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
7/22/2007	8/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
8/22/2007	9/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
8/22/2007	9/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
8/22/2007	9/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
9/22/2007	10/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$97.26
9/22/2007	10/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$97.26
9/22/2007	10/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$97.26
10/22/2007	11/21/2007	USLXX	60.HCFU.521961..SB	TMECS	3/11/2005	\$52.76
10/22/2007	11/21/2007	USLXX	60.HCFU.522095..SB	TMECS	3/11/2005	\$52.76
10/22/2007	11/21/2007	USLXX	60.HCFU.522854..SB	TMECS	3/11/2005	\$52.76

Total Of All Billing On And After March 22, 2007 \$2,655.50

Total Of All Billing On And After May 22, 2007 \$1,682.90



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Docket No.080631-TP
DSL v. AT&T
Exhibit EM-19, Page 1 of 3

February 27, 2009

VIA EMAIL

Mark E. Buechele
Attorney at Law
P.O. Box 398555
Miami Beach, Florida 33239-8555
markbuechele@msn.com

Re: TRRO True-Up Billing

Dear Mark:

I am in receipt of your letter to Cindy Clark dated January 30, 2009. I am writing this letter in response. As a preliminary matter, you should note that AT&T has reviewed, on more than one occasion; the position of DSL Internet Corporation ("DSL") regarding AT&T's billing of the Triennial Review Remand Order ("TRRO") charges to DSL in May 2008. In that regard, prior to your involvement, Frank Johnson of DSL had reached an agreement in principal with AT&T and this matter was all but resolved. Since you have gotten involved, the deal has unwound and we appear to be back-peddling. Notwithstanding the foregoing, I will attempt to address the points raised in your letter to see if we can get back on a settlement track.

The fact that you felt the need to "briefly recite some relevant history" is telling. It underscores the fact that you are taking steps backward, rather than moving this matter forward. In addition, your historical recitation did more to cloud the facts than to clear them up. In particular, your references to the Market-Based Rate Agreement ("MBR") between AT&T and DSL are misplaced. The services that are at issue are not subject to the MBR and none of the provisions of the MBR are relevant to this dispute.

Additionally, AT&T provided certain billing information to DSL in September 2008. That information provides an excellent point of reference for the nature of the charges at issue as well as the appropriate contract references. A careful review of that billing information would have revealed that the charges at issue are related to DS1 products that are only offered under the Special Access Tariff.

The operative agreement for services implicated in this dispute is the Interconnection Agreement between AT&T and DSL that was in effect from July 4, 2003 until July 3, 2006 (the "ICA"). The ICA was amended on March 10, 2006 (the "TRRO Amendment") to address directly the change of law associated with the February 2006 Florida Public Service Commission decision implementing the TRRO. The true-up billing that DSL is challenging was rendered in accordance with the TRRO and the TRRO Amendment.

Section 1 of the TRRO Amendment discusses the transition of DS1 loops to the equivalent Special Access service and sets forth DSLI's obligation to identify and transition those services as well as a procedure for minimizing the impact of the transition billing. In particular, Sections 1.8 and 1.8.1 of the TRRO Amendment provide, in relevant part, as follows:

1.8 DSLI shall provide spreadsheets to [AT&T] no later than March 10, 2006, identifying the specific DS1 and DS3 Loops, including the Embedded Base and Excess DS1 and DS3 Loops to be either (1) disconnected and transitioned to wholesale facilities obtained from other carriers or self-provisioned facilities; or (2) converted to other available UNE Loops or other wholesale facilities provided by [AT&T], including special access. For Conversions as defined in Section 17, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. If DSLI chooses to convert the DS1 and DS3 UNE Loops to special access circuits, [AT&T] will include such DS1 and DS3 Loops once converted within DSLI's total special access circuits and apply any discounts to which DSLI is entitled.

1.8.1 If DSLI submits the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, those identified circuits shall be subject to the Commission-approved switch-as-is conversion nonrecurring charges and no UNE disconnect charges.

DSLII failed to provide spreadsheets as required pursuant to the TRRO Amendment. DSLI's compliance would have, among other things, minimized the conversion charges to DSLI.

Section 1.8.2 addresses the treatment of loop circuits not converted by DSLI and provides, in relevant part, as follows:

1.8.2 If DSLI fails to submit the spreadsheet(s) for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, [AT&T] will identify and transition such circuits to the equivalent wholesale services provided by [AT&T]. Those circuits identified and transitioned by [AT&T] pursuant to this Section shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed [AT&T] service as set forth in [AT&T]'s tariffs.

DSLII and a vast number of other CLECs failed to submit spreadsheets pursuant to their respective TRRO Amendments. As a result, AT&T was saddled with the burden of (a) determining which CLECs had failed to provide spreadsheets; (b) identifying the Loops of each CLEC that should either have been disconnected and transitioned or converted; (c) performing the true-up calculations based on the conversions and disconnections; and (d) initiating the true-up billing to all of the impacted CLECs.



AT&T did not anticipate having to undergo the daunting task of performing the work that so many CLECs had failed to perform. In addition, AT&T was in the midst of one of the largest mergers in the history of the Telecommunications Industry, which also required a tremendous amount of resources. Moreover, there was no specific time frame in which the true-up was supposed to occur. Under the circumstances, AT&T believes the true-up billing was initiated in a timely manner.

In view of the foregoing, and in an effort to reach an amicable resolution of this matter, AT&T revives the settlement demand that was previously presented to DSLI as follows: AT&T will reduce the outstanding balance of \$188,820.59 by \$25,285.08, leaving a balance of \$163,535.51 to be paid by DSLI within 10 days of the date of this letter.

I trust that you will find that this matter is equally as acceptable today as it was when Frank Johnson of DSLI agreed with it several months ago. Thank you in advance for your attention to this matter.

This letter is without prejudice to any rights that AT&T has at law or in equity and constitutes a confidential settlement communication that is protected by the applicable rules of evidence.

Sincerely,

A handwritten signature in cursive script that reads "Reginald A. Greene".

Reginald A. Greene

cc: Cindy Clark

Overcharges For Erroneous Credits On UNE USOC 1L5ND

CIRCUIT_NUMBER	CABS_BILL_ DATE	UNE COS	UNE USOC	Qty	Mileage	UNE Rate	UNE Credit Given	ACCESS COS	ACCESS USOC	Monthly Access Rate	Amount Back-Billed	Amount That Should Have Been Billed	Overcharge
60.HFFU.755367..SB	3/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,164.27	\$2,083.83	\$80.44
60.HFFU.755367..SB	4/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	5/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	6/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	7/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	8/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	9/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	10/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	11/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	\$2,497.24	\$2,404.42	\$92.82
60.HFFU.755367..SB	12/7/2006	UNC3X	1L5ND	1	11.5	\$10.92	\$32.76	HFQC6	1LPEA	\$220.00	(\$167.58)	(\$161.35)	(\$6.23)

\$816.78

Docket No.080631-TP
 DSLI v. AT&T
 Exhibit EM-20, Page 1 of 1

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 24, 2008

TARIFF F.C.C. NO. 1
5TH REVISED PAGE 2-44.2
CANCELS 4TH REVISED PAGE 2-44.2

EFFECTIVE: FEBRUARY 8, 2008

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans

(A) Channel Services Payment Plan

(1) General

- (a) The regulations specified herein are applicable only to specific special access services as indicated in the rate regulations for such services in Section 7 of this tariff.
- (b) The terms of this Channel Services Payment Plan (CSPP) apply to such specific special access services except as noted in the rate regulations for the given service.
- (c) The CSPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The five payment plans offered are Plans A, B, C and Plans 1 and 2. The applicable payment plans for a particular service are set forth in the Rate Regulations section applicable to that service.

The service period for each plan is shown below.

- Payment Plan A, service periods may be selected from 24 months to 48 months in length.
- Payment Plan B, service periods may be selected from 49 months to 72 months in length.
- Payment Plan C, service periods may be selected from 73 months to 96 months in length.
- Payment Plan 1, service periods may be selected from 12 months to 36 months in length.
- Payment Plan 2, service periods may be selected from 37 months to 60 months in length.

As of August 23, 1996, new LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ system installations must be ordered under Transport Payment Plan (TPP) arrangements as specified in 2.4.8(D) following.

(D)

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

Docket No.080631-TP
DSL v. AT&T
Exhibit EM-21, Page 1 of 30

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 24, 2008

TARIFF F.C.C. NO. 1
9TH REVISED PAGE 2-45
CANCELS 8TH REVISED PAGE 2-45

EFFECTIVE: FEBRUARY 8, 2008

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(1) General (Cont'd)

- (d) When the customer renews a CSPP arrangement under 2.4.8(A)(7)(d) following and the sum of months is greater than the number of months for which the service is available under a CSPP, the current rates for the longest payment plan available for that service will apply. At the expiration of existing CSPP arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ customers must renew the service under a TPP arrangement as described under 2.4.8(D) following. Renewals of CSPP arrangements are not permitted. (D)
- (e) When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Telephone Company the payment plan and the service period desired, e.g. Plan C and 84 Months.
- (f) Rates stabilized under a CSPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (g) At the expiration of existing Channel Services Payment Plan (CSPP) arrangements for LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ customers must renew the service under a TPP arrangement as described under (7)(d) following. If the customer does not elect to either discontinue service or renew under a new TPP arrangement, service will be continued under month-to-month rates. (D)
- (h) Renewals for existing CSPP arrangements will not be available for LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ system installation on or after August 23, 1996. New LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ system installations on or after August 23, 1996, must be ordered under TPP arrangements. (D)

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 24, 2008

TARIFF F.C.C. NO. 1
9TH REVISED PAGE 2-46
CANCELS 8TH REVISED PAGE 2-46
EFFECTIVE: FEBRUARY 8, 2008

ACCESS SERVICE

2 - General Regulations (Cont'd)

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DSL v. AT&T
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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(2) Application of Rates (Cont'd)

(1) the Service Date under a standard service interval, or

(2) the earliest date on which service can reasonably be made available to the customer by the Telephone Company.

(b) If the customer desires a service date later than as provided in (a) preceding, the stabilized monthly recurring rates in effect at the time of the actual service date are applicable.

(3) Additions

(a) Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement, must be activated at the same stabilized monthly recurring rates specified under the existing CSPP arrangement except for 2.4.8(A), 3(b) and 3(c) following.

(b) LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ CSPP customers (D) must activate spare or unused channel interfaces under the same stabilized monthly recurring rates specified under the existing CSPP arrangement.

(c) Increases in capacity of LightGate (a.k.a. BellSouth SPA Point to Point Network) systems ⁽¹⁾ channels and/or nodes are permitted under CSPP. Such changes may be made by converting the CSPP arrangement to a TPP arrangement as specified in 2.4.8(D) following. When a LightGate system (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ channel and/or node is added to an existing CSPP arrangement, the payment plan will convert to a TPP arrangement as specified in 2.4.8(D). (D)

(4) Disconnects

(a) When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate regulations in this tariff for such service. Remaining services or rate elements will not be affected by such disconnections.

(b) When a tariffed service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change to a higher order of a separately tariffed service at the same location, termination liability charges will not apply when:

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 24, 2008

TARIFF F.C.C. NO. 1
10TH REVISED PAGE 2-46.0.1
CANCELS 9TH REVISED PAGE 2-46.0.1

EFFECTIVE: FEBRUARY 8, 2008

ACCESS SERVICE
2 - General Regulations (Cont'd)

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DSL v. AT&T
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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(b) (Cont'd)

- (1) the completed service period is 12 months, or 25% of the length of the originally selected CSPP service period, whichever is greater, and
- (2) the service period of the new CSPP arrangement for the higher order of service is equal to or longer than the remaining service period of the disconnected arrangement, and
- (3) the service orders to install the new higher order of service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
- (4) the capacity of the higher service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) the capacity of the LightGate service (a.k.a. BellSouth Point to Point Network) is considered to be the quantity of DS3's activated on the LightGate service (a.k.a. BellSouth Point to Point Network).

For the purposes of determining a higher order of service, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services=lowest, ⁽¹⁾ =highest):

(D)

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) Services
2. DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth DPA DS1) Services (described in 7.2.9 following)
4. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) (described in 7.2.13 following)
5. LightGate service (a.k.a. BellSouth SPA Point to Point Network).
6. BellSouth SPA Managed Shared Network Service
7. SMARTPath DS3 Transport Service (a.k.a. BellSouth SPA DS3 Shared Ring)
8. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service

(D)

Customer requested conversion of any Special Access Service (a.k.a. BellSouth SPA) to the same or higher speed Fast Packet Access Service will be treated as an upgrade to a higher order of service and, as such, termination liability will not apply in accordance with regulations set forth herein.

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: OCTOBER 11, 2007

TARIFF F.C.C. NO. 1
9TH REVISED PAGE 2-46.1
CANCELS 8TH REVISED PAGE 2-46.1
EFFECTIVE: OCTOBER 26, 2007

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(5) Moves of Service Under CSPP

(a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in 7.4.5 except as provided in 2.4.8(A)(5)(c).

(b) Moves of service within the same building, where otherwise permissible under the provisions of this tariff, will not constitute a disconnection of service for purposes of the application of termination liability charges. Nonrecurring charges specified in 7.4.5 are applicable.

(c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:

- This provision is available only for Voice Grade service (a.k.a. BellSouth SPA DSO VG), Digital Data Access service (a.k.a. BellSouth SPA DSO Digital Data), DS1 High Capacity service (a.k.a. BellSouth SPA DS1) and Uncompressed Video service (a.k.a. BellSouth SPA Uncompressed Digital Video Network). Moves of other CSPP services are subject to the regulations included in 7.4.5 following.

(D)

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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MAY 20, 1994

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-46.2
CANCELS ORIGINAL PAGE 2-46.2

EFFECTIVE: JUNE 24, 1994

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(5) Moves of Service Under CSPP

(c) (Cont'd)

- The original and new premises locations must be in Company territory within the same state.
- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- No lapse in billing will occur for moves of service under CSPP.
- Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Company at the same time.
- Any rate elements or quantities for local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.
- Any additions made at the new location will be handled in accordance with 2.4.8(A)(3) preceding.
- All regulations and charges for changes made to the service coincident to the move will apply.
- All appropriate nonrecurring charges for moves of service as specified in 7.4.5 preceding will apply.
- Moves of service that involve a change from interstate to intrastate jurisdiction will not be treated as a disconnect of service with regard to termination liability charge application. The customer must subscribe to a payment arrangement offered in the appropriate intrastate tariff which is equal to or greater than the remaining contract period.

(T)

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BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: MAY 20, 1994

TARIFF F.C.C. NO. 1
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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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Material previously appearing on this page now appears on 6th Revised Page
2-49 and Original Page 2-49.0.1.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: MAY 20, 1994

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 2-46.4
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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

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Material previously appearing on this page now appears on Original Pages
2-49.0.2 and 2-49.0.3.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: OCTOBER 23, 1992

TARIFF F.C.C. NO. 1
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CANCELS 1ST REVISED PAGE 2-47

EFFECTIVE: OCTOBER 29, 1992

ACCESS SERVICE

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(6) Requests for Changes in Length of Service Period

(a) Subsequent to the establishment of a CSPP arrangement, and prior to the completion of the selected service period for that arrangement, the CSPP arrangement may be replaced by a new CSPP arrangement at rates and charges in effect on the first day of service under the new CSPP arrangement, subject to the following conditions:

- No credit will be given for payments made under the original CSPP arrangement, except for credits allowed under Sections 2.4.8(A)(9)(a) of this tariff.
- The service period selected for the new CSPP arrangement begins on the new CSPP effective date but not later than the expiration date of the CSPP being replaced.
- Nonrecurring charges will not be reapplied for existing services.
- If the new CSPP arrangement has a service period shorter in length than the time remaining under the service period for the existing CSPP arrangement, the change to the new CSPP arrangement constitutes a disconnection of the existing CSPP arrangement for which termination liability charges apply.

(7) Renewal Options

(a) When a service period under an existing CSPP arrangement is completed, the customer may select a new CSPP arrangement at rates and charges in effect on the first day of service under the new CSPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new CSPP arrangement, service will be continued under month-to-month rates.

(C)(x)
(C)(x)
(C)(x)
(C)(x)

(x) Issued under the authority of Special Permission No. 92-759.

BELLSOUTH TELECOMMUNICATIONS, INC.
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29657, 675 W. Peachtree St., N.E.
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ISSUED: JANUARY 24, 2008

TARIFF F.C.C. NO. 1
6TH REVISED PAGE 2-48
CANCELS 5TH REVISED PAGE 2-48

EFFECTIVE: FEBRUARY 8, 2008

ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges.
- (c) When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- (d) Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is equal to or greater than the remaining service period of the original CSPP arrangement. Recognition of previous service will be given to LightGate⁽¹⁾ CSPP customers who convert to TPP arrangements as described in 2.4.8(D) following provided the customer is the original customer of record at the time of transfer. (D)
- (e) Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1992, or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1992 or earlier, recognition will be given for the previous service back to January 1, 1992. For customers whose service date is later than January 1, 1992, recognition for the previous service will be given back to the actual service date.
- (f) To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under Plan A is renewed for 24 months with no changes at the end of the 36-month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under Payment Plan B.

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

(f) (Cont'd)

Another example is a month-to-month customer, in service for 15 months, who wishes to convert to a 60-month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under Payment Plan C.

(8) Transfer of Service

- (a) Service transferred to a new customer at the same location in accordance with Section 2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement.

(9) Prepayment

- (a) Effective October 15, 2005, prepayment is not available for new CSPP arrangements. (N)
(N)

- (b) Upon entering into a CSPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the CSPP arrangement. The Company retains full ownership for services in accordance with Section 2.4.6. The following conditions apply: (T)

- A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
- The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the CSPP arrangement for all months remaining in the service period.
- This same prepayment percentage will apply in the event the customer adds services to an existing CSPP arrangement subsequent to the establishment of the service.

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BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: SEPTEMBER 30, 2005

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(A) Channel Services Payment Plan (Cont'd)

(9) Prepayment (Cont'd)

(b) (Cont'd)

(T)

- When a customer who has prepaid recurring monthly rates replaces the existing CSPP arrangement with a new CSPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing CSPP arrangement.
- Customers who prematurely disconnect will have termination liability charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(B) Area Commitment Plan (ACP)

The Area Commitment Plan (ACP) allows customers who have obtained service on a month-to-month basis to receive reduced rates, in the form of ACP credits, in exchange for a commitment to maintain a level of service for a specified period of time. The terms of this plan apply to special access services or switched access services that are available under an ACP, except as noted in the rate regulations for a service.

Services included in a Channel Services Payment Plan (CSPP) and/or a Transport Payment Plan (TPP) may not be included in an ACP or vice versa.

The customer determines the commitment level of rate elements that will be included in an ACP, i.e., the customer will provide the number of commitment rate elements expressed as a whole number (e.g., 12 DS1 Local Channels). For example, a customer wishes to establish an ACP for all of his DS1 services that are billing on a month-to-month basis. The customer has 12 DS1 Local Channels and 6 DS1 Interoffice Channels that have a total of 90 Interoffice Channel miles. In this example, the quantity of commitment rate elements would be specified as 12 DS1 Local Channels and 90 Interoffice Channel miles. For interoffice channels, the commitment is based on a quantity of miles. When credits are applied to interoffice channel miles on a circuit, the customer automatically receives credit for the fixed rate element component of the interoffice channel. As a further example, this customer may desire to establish a commitment level only for a small portion of these DS1 services. In this case, the customer would specify the level that is desired (e.g., 1 DS1 Local Channel). ACP commitments are made on a regional basis, i.e., one commitment for all Company service areas.

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BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: DECEMBER 29, 2000

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ACCESS SERVICE

Docket No.080631-TP
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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

The customer may choose any period of time between 24 and 72 months for the commitment. The applicable rate for use in the ACP calculation is the ACP rate selected commitment period. ACP commitment periods are offered as follows: (M)

- ACP A, commitment periods may be selected from 24 months to 48 months in length. (M)

- ACP B, commitment periods may be selected from 49 months to 72 months in length. (M)

Each month, the number of the appropriate commitment rate elements (e.g., DS1 Local Channels) that are to be billed by the Telephone Company in the region will be determined i.e., the in-service quantity of commitment rate elements are determined for each billing period during a month and are accumulated at the end of each month. If that number of in-service commitment rate elements is equal to or greater than the commitment level, as determined on the billing period during the month, that contains the customer's ACP plan information, the Telephone Company will credit the customer's bill. The credit will be determined based on the difference in the month-to-month billed rate and the associated ACP rate for in-service rate elements equal to the customer's commitment level. If the number of in-service rate elements are less than the commitment level, the credit will be determined based on the difference in the month-to-month billed rate and the associated ACP rate for in-service rate elements. In addition, a shortfall charge, equal to the difference in the commitment level and the in-service number multiplied by 50 percent of the ACP rate will be applied. The credit/shortfall calculations are performed at the end of each month after all of the in-service and commitment level information has been compiled for the month and the resulting credit/shortfall amounts are then applied to the customer's bill during the next month. The ACP rate that will be used is the one that is in effect on the billing date for the appropriate commitment period, i.e., the ACP rate is the rate shown in the tariff at the end of each month when the credit/shortfall calculations are performed. (C)

Certain material now appearing on this page previously appeared on 9th Revised Page 2-49.

Certain material previously appearing on this page now appears on Original Page 2-49.0.1.1.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: FEBRUARY 17, 2006

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

Services available under ACP and the ACP rates are specified in the rate regulations of the individual services.

Credit and shortfall amounts will be distributed to billing areas based on each billing area's portion of a customer's regional ACP eligible in-service units. Each state in the region is considered to be one billing area.

Effective March 4, 2006, a customer may have only one ACP. For customers with multiple ACP commitments prior to March 4, 2006, upon expiration of the multiple commitment, only one ACP may be maintained. In those cases as of March 4, 2006, where the customer has more than one ACP agreement, the credits and shortfall charges will be determined in chronological order, starting with the earliest agreement. (C)

For Interoffice Mileage Commitments under ACP, circuits will be assigned with the longest mileage circuit assigned first and continuing in descending order by circuit length until the number of circuits subscribed to are assigned starting with the earliest agreement. (C)

The customer may add or disconnect services as desired, subject to the minimum service periods set forth in 7.4.4. following for special access services or as set forth in 6.7.2. following for switched access services and subject to applicable nonrecurring charges. Credits for services under an ACP will be made at the circuit level. (C)

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BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: FEBRUARY 17, 2006

TARIFF F.C.C. NO. 1
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EFFECTIVE: MARCH 4, 2006

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(B) Area Commitment Plan (ACP) (Cont'd)

A customer may upgrade services under an ACP to a higher order of service, provided under an Optional Payment Plan (i.e., an ACP, a TPP, a FPSPP, a FSP or a CSPP arrangement) and request a reduction in his ACP commitment level without incurring a termination liability. The customer request for the services being upgraded from a lower order of service must be coordinated with the installation of the new service being upgraded to a higher order of service. A new ACP will be issued to reflect a new commitment level. The new commitment level must be equal to or greater than the current commitment level less the quantity of services upgraded.

Effective March 4, 2006, a customer desiring to increase a commitment level may update an existing ACP agreement to include the increased commitment level. The commitment period for the updated ACP agreement must be equal to or greater than the time remaining in the existing ACP agreement. (C)

If during the commitment period, the customer desires to decrease its commitment level or period, the customer must enter into a new ACP agreement and terminate the existing ACP agreement(s). This will result in a termination liability to be calculated as follows: (C)

The penalty for a decrease in the commitment level or commitment period, per unit decreased, will equal the ACP rate associated with the existing ACP agreement multiplied by the difference in months between the time the ACP agreement has been in effect and the minimal months of the existing agreement times a factor. The factor is 40 percent for agreements that have been in effect twelve months or less, or 20 percent for agreements that have been in effect longer than 12 months.

Changes in commitment periods within a plan (e.g., ACP B) do not constitute a change involving a termination liability.

In the case of a decrease in both a commitment level and commitment period, the termination liability will be calculated first for the reduction in level and then for the reduction in period based on the reduced level.

Note 1: Customer requested conversion of Special Access Service (a.k.a., BellSouth SPA) to the same or higher speed Fast Packet Access Service will be treated as an upgrade to a higher order of service.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: JANUARY 24, 2008

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(C) Fast Packet Services Payment Plan (Cont'd)

(9) Prepayment (Cont'd)

- When a customer who has prepaid recurring monthly rates replaces the existing Fast Packet SPP arrangement with a new Fast Packet SPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing Fast Packet SPP arrangement.
- Customers who prematurely disconnect will have Termination Liability Charges deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(D) Transport Payment Plan (TPP)

(1) General

- (a) The regulations and terms specified herein are applicable only to LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring ⁽¹⁾ and/or BellSouth DS1 Diverse service Special Access (a.k.a. BellSouth SPA) services as indicated in the rate regulations in Sections 6 and 7 ⁽¹⁾ of this tariff. (D)
- (b) The TPP allows customers to pay stabilized monthly rates for fixed service periods selected by the customer. The three payment plans offered are as follows:
 - Payment Plan A, service periods may be selected from 12 months to 36 months in length.
 - Payment Plan B, service periods may be selected from 37 months to 60 months in length.
 - Payment Plan C, service periods may be selected from 61 months to 96 months in length.

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

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ACCESS SERVICE
2 - General Regulations (Cont'd)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(1) General (Cont'd)

- (c) Conversions of existing CSPP arrangements for BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring ⁽¹⁾ service(s) to a TPP arrangement must be initiated by the customer. (D)
- (d) For conversions to the TPP arrangement, the number of months under the TPP arrangement must equal or exceed the number of months remaining under the CSPP arrangement.
- (e) Termination liability charges and nonrecurring charges will not apply when a CSPP customer converts to a TPP arrangement.
- (f) When the customer renews a TPP arrangement and the sum of months in service added to the new contract period is greater than the number of months for which the service is available under a TPP, the current Payment Plan C rates will apply.
- (g) When the customer orders service to be provided under a TPP arrangement, the customer must designate to the Telephone Company the payment plan desired.
- (h) Rates stabilized under a TPP arrangement are exempt from Telephone Company initiated increases, however, decreases for any rate element will automatically be reflected in the rates charged to the customer.
- (i) Conversions of BellSouth DS1 Diverse service ⁽¹⁾ and/or LightGate (a.k.a. BellSouth SPA Point to Point Network) ⁽¹⁾ TPP arrangements to a higher order of CSPP service are allowed. (D)

(2) Application of Rates

- (a) The stabilized monthly recurring rates as set forth in Sections 6, 7 and 29 following are set as of the Application Date for BellSouth DS1 Diverse service, ⁽¹⁾ LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring ⁽¹⁾ provided that the actual service date does not exceed the later of the following: (D)
 - (1) the Service Date under a standard service interval, or
 - (2) the earliest date by which service can be made available to the customer by the Telephone Company.

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ACCESS SERVICE

2 - General Regulations (Cont'd)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(2) Application of Rates (Cont'd)

(b) If the customer desires a service date later than as provided in (a) preceding, the stabilized monthly recurring rates in effect on the service date are applicable.

(3) Additions

(a) Additions of services or rate elements, to existing BellSouth DS1 Diverse service to activate spare or unused capacities, must be activated under the same rate plan as the existing TPP arrangement. LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring channel⁽¹⁾ interfaces must be activated as set forth in Sections 6 and 7 following. (D)

(4) Disconnects

(a) Except as provided in 2.4.8(D)(4)(b) through (f) following, when a BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring⁽¹⁾ rate element is disconnected prior to being in service for a 12-month period, (e.g., the minimum term for a Plan A TPP), the termination liability charge will be derived by multiplying the difference in rates between the current month-to-month rate and the rate for the TPP arrangement selected. For example, a customer subscribes to a TPP for 24 months (Plan A) and terminates service after 10 months. The termination liability charge will be applied by multiplying the number of months in service (10) by the difference between the month-to-month and Plan A monthly rates. With the exception of Renewal Options in 2.4.8(D)(7) following, a four month minimum service period for BellSouth DS1 Diverse service, LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring⁽¹⁾ will be applicable and all month-to-month regulations will apply. (D)

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ACCESS SERVICE

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(a) (Cont'd)

BellSouth DS1 Diverse service rate elements are defined as Local and Interoffice Channels. LightGate system (a.k.a. BellSouth SPA Point to Point Network) rate elements are defined as LightGate (a.k.a. BellSouth SPA Point to Point Network) service Local and Interoffice Channel Systems including SAFT Levels I and II. BellSouth Dedicated Ring⁽¹⁾ rate elements are defined as following: (D)
Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. (D)

(b) Except as provided in Section 2.4.8(D)4 (c) through (f) following, when a BellSouth DS1 Diverse service, (1) LightGate (a.k.a. BellSouth SPA Point to Point Network) or BellSouth Dedicated Ring (D)
(1) TPP customer disconnects services or rate elements prior to the minimum number of months for the plan period selected, termination liability charges will apply. The termination liability charge will be derived at the time of disconnection by taking the difference between the rate for the TPP period for which the customer subscribed, and the rate for the TPP period that the customer's completed service would otherwise qualify, and multiplying the difference by the number of months service the customer completed under a TPP. For example, a customer subscribes to a TPP for 73 months (Plan C) and terminates service after 20 months (Plan A). The termination liability charge will be applied by multiplying the number of months in service (20) by the difference between the Plan A and Plan C monthly rates. When a BellSouth DS1 Diverse service, (1) LightGate (a.k.a. BellSouth SPA Point to Point Network) or BellSouth Dedicated Ring (1) customer disconnects service after the minimum number of months for the TPP arrangement selected but prior to the actual expiration date of the TPP arrangement, termination liability charges do not apply. (D)

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(c) When a TPP arrangement is disconnected prior to the expiration of a plan period due to a customer requested change to a higher order of service at the same location, or to expand or upgrade an existing service, termination liability charges will not apply when:

(1) the customer has completed at least 6 months of the originally selected TPP service period, and

(2) the service period of the new arrangement for the new service is equal to or longer than the remaining service period of the disconnected arrangement, and

(3) the service orders to install the new service and disconnect the old service are related together and received by the Telephone Company at the same time, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and

Certain material now appearing on this page previously appeared on 5th Revised Page 2-49.0.12 and 6th Revised Page 2-49.0.13.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(c) (Cont'd)

- (4) the capacity of the new service is equal to or greater than the existing service. For converting LightGate service (a.k.a. BellSouth SPA Point to Point Network) to SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the capacity of the LightGate service (a.k.a. BellSouth SPA Point to Point Network) is considered to be the quantity of DS3s activated on the LightGate service (a.k.a. BellSouth SPA Point to Point Network).⁽¹⁾

(D)
(D)
(D)

For the purposes of determining a higher order of service in all payment plans, the following ranking will be used (Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) service=lowest,⁽¹⁾

(D)

1. Analog Voice Grade (a.k.a. BellSouth SPA DSO VG) services
2. DSO (a.k.a. BellSouth SPA DSO Digital Data) Services
3. DS1 (a.k.a. BellSouth SPA DS1) Services
4. BellSouth DS1 Diverse Service
5. SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)⁽¹⁾
- 6.
7. LightGate service (a.k.a. BellSouth SPA Point to Point Network)⁽¹⁾
8. BellSouth SPA Managed Shared Network Service
9. SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
10. SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)/BellSouth Managed Shared Ring service/BellSouth Dedicated Ring/⁽¹⁾ (see 2.4.8(D)(4)(f), following.

(D)

(D)

(D)

(D)

Customer requested conversion of Special Access Service (a.k.a., BellSouth SPA) to the same or higher speed Fast Packet Access Service will be treated as an upgrade to a higher order of service and, as such, termination liability will not apply in accordance with regulations set forth herein.

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

(d) A termination liability charge will not apply to disconnects of channel interfaces associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) and/or BellSouth Dedicated Ring ⁽¹⁾. (D)

(e) Disconnects, moves, or rearrangements involving the removal of the following BellSouth Dedicated Ring ⁽¹⁾ rate elements, local channel, interoffice channel, customer node and central office node, to allow the placement of additional nodes and channels for existing customers where the total number of nodes does not decrease, will not be subject to termination liability charges. (D)

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⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ISSUED: JULY 30, 2009

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ACCESS SERVICE
2 - General Regulations

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(4) Disconnects (Cont'd)

- (f) A change of jurisdiction from interstate to intrastate service constitutes a disconnection of service for which termination charges are applicable. However, if such service continues between the same serving locations, and the customer enters into a new TPP arrangement in the intrastate jurisdiction for the same or larger service capacity and associated rate elements for a service period equal to or greater than the service period remaining under the interstate TPP arrangement, no interstate termination liability charge will be applicable.

(u)

(5) Moves of Service Under TPP

- (a) Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply as stated in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 except as provided in 2.4.8(D)(5)(c) following. A four month minimum service period must be satisfied for all service rate elements serving the original building location.
- (b) Moves of service within the same building will not constitute a disconnection of service for purposes of the application of termination liability charges. Current month-to-month nonrecurring charges specified in 7.4.5, 7.5.9, 23.5, 29.1.7 and 29.1.9 are applicable.
- (c) Termination Liability Charges will not apply to customer requests for moves of service to a different building subject to the following conditions:
- The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. For LightGate systems, the new customer premises must be served by the same serving wire center as the original location.
 - No lapse in billing will occur for moves of service under a TPP arrangement.
 - Orders to disconnect the existing service and reestablish it at the new location must be related together and received by the Telephone Company at the same time.

(c)
(c)

^(u) Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(5) Moves of Service Under TPP (Cont'd)

(c) (Cont'd)

- Any additions made at the new location will be handled in accordance with (3) preceding.
- All regulations and charges for changes made to the service coincident with the move will apply.
- All appropriate nonrecurring charges for moves of service as specified in 7.4.5, 7.5.9 and 23.5, ⁽¹⁾ following will apply. (D)

Any rate elements or quantities for local channels, interoffice channels ⁽¹⁾ or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges. (D)

(6) Requests for Changes in Length of Service Period

(a) Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be replaced by a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, subject to the following conditions:

- No credit will be given for payments made under the original TPP arrangement, except for credits allowed under 2.4.8(D)(9)(A) following.
- The service period selected for the new TPP arrangement begins on the new TPP effective date but not later than the expiration date of the TPP being replaced.
- Nonrecurring charges do not apply for existing services.

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ISSUED: OCTOBER 1, 2004

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(6) Requests for Changes in Length of Service Period (Cont'd)

(a) (Cont'd)

- If the new TPP arrangement has a service period shorter in length than the time remaining under the service period for the existing TPP arrangement, the change to the new TPP arrangement constitutes a disconnection of the existing TPP arrangement for which termination liability charges apply.

(b) Subsequent to the establishment of a TPP arrangement, and prior to the completion of the selected service period for that arrangement, the TPP arrangement may be extended subject to the following conditions:

- The start date of the TPP is not changed, however, with an extension the customer selects a new TPP service period (i.e., the number of months associated with the customer's TPP) that is greater than what presently exist for the current TPP.
- The maximum service period that may be selected for an extension is 96 months. After 96 months, a customer must establish a new TPP arrangement.
- If the new service period selected with an extension results in a change of Payment Plans, then the rates associated with the new Payment Plan will be effective on the first day of service under the extended TPP. For example, if a customer presently has a 36-month TPP arrangement, which is associated with Payment Plan A rates, and extends his service period to 61 months, which is associated with Payment Plan C rates, the Plan C rates will be effective on the first day of the extended TPP.
- If a TPP arrangement that has been extended is disconnected prior the expiration of the extended service period, termination liability charges will be based on the rates associated with the extended TPP arrangement at the time of the disconnect. For example, if a customer's TPP that has been extended and is receiving Plan C rates at the time the TPP is disconnected, then Plan C rates will be used to determine the applicable termination liability.

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Certain material previously appearing on this page now appears on Original Page 2-49.0.16.1.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(7) Renewal Options

- (a) When a service period under an existing CSPP or TPP arrangement is completed, the customer may select a new TPP arrangement at rates and charges in effect on the first day of service under the new TPP arrangement, continue service under the month-to-month rates, or discontinue service with no termination liability charge. If the customer does not elect to either discontinue service or continue service under a new TPP arrangement, service will be continued under month-to-month rates. The TPP customer of record will have a 60-day grace period after which current month-to-month rates will apply. The stabilized monthly recurring rates as set forth in Sections 7 and 29 following remain in effect during the 60-day grace period. (M)
- (b) Any new services added to a customer's network or changes to existing services at the time of renewal will be subject to all appropriate nonrecurring charges and four month minimum service period requirements. (M)
- (c) When a customer renews a TPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply. (M)
- (d) To determine the appropriate TPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of months of the proposed service period of the TPP arrangement. (M)
- (e) Recognition of previous service will be given to customers who renew an existing TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new TPP arrangement is equal to or greater than the remaining service period of the original TPP arrangement. Recognition for satisfying the four month service period as appropriate for the service will be given for renewals of the same size channels, systems, rings, and all associated rate elements. Conversion to larger systems and rings will incur new four month minimum service requirements. (M)

Certain material now appearing on this page previously appeared on 1st Revised Page 2-49.0.16.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(7) Renewal Options (Cont'd)

(f) Recognition of previous service will be given to month-to-month customers who convert to a TPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided the four month minimum service period for that service has been met.

(g) Recognition of previous service will be given to TPP customers who convert from CSPP arrangements provided the customer is the original customer of record at the time of transfer.

(h) When an existing BellSouth DS1 Diverse service, ⁽¹⁾ LightGate (a.k.a. BellSouth SPA Point to Point Network), and/or BellSouth Dedicated Ring ⁽¹⁾, customer has completed the selected TPP commitment period and the service reverts to month-to-month service, only the contiguous month-to-month service adjacent to the start date of the new TPP will receive recognition for determining the appropriate TPP arrangement or any subsequent TPP arrangement. (D)

(8) Transfer of Service

(a) Service transferred to a new customer at the same location in accordance with 2.1.2 preceding does not constitute a disconnect of service or a discontinuance of an existing TPP arrangement.

(9) Prepayment

(a) Effective October 15, 2005, prepayment is not available for new TPP arrangements.

(b) Upon entering into a TPP arrangement, the customer may prepay the outstanding recurring monthly rates in whole or in part for all rate elements included in the TPP arrangement. The following conditions apply:

⁽¹⁾ Previous material in this section has been de-tariffed as required by the Commission upon the use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. FCC 07-180 released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

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ISSUED: DECEMBER 29, 2000

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Optional Payment Plans (Cont'd)

(D) Transport Payment Plan (Cont'd)

(9) Prepayment (Cont'd)

- A prepayment allowance will be applied to the amount prepaid for each given month equal to 0.6666% per month compounded monthly for the number of months the payment is advanced.
- The customer may elect the percentage of the monthly rates to be prepaid, provided however, the same percentage shall apply to all rate elements included in the TPP arrangement for all months remaining in the service period.
- This same prepayment percentage will apply in the event the customer adds services to an existing TPP arrangement subsequent to the establishment of the service.
- When a customer who has prepaid recurring monthly rates replaces the existing TPP arrangement with a new TPP arrangement, the customer will be credited with that portion of the prepayment amount, representing a prepayment of the monthly recurring rates remaining in the existing TPP arrangement.
- Customers who disconnect service and incur termination liability charges, such charges shall be deducted from the unused prepaid balance. The remaining prepaid balance, if any, will be credited to their bill.

(10) Automatic Extension of TPP Arrangements

- (a) For the period beginning on January 13, 2001 through January 12, 2002, customers that complete a TPP arrangement will receive an automatic 12-month extension of their TPP arrangement. With this automatic extension, the customer's service will be continued under TPP at the rates and charges associated with the payment plan that is being extended. Customers that do not wish to utilize the benefits of the automatic extension may request that their TPP arrangement be terminated, without penalty, at any time during the 12-month period associated with their extension.

At the end of the 12-month extension, or at the time that a customer indicates that they do not desire to continue under the 12-month extension, the standard provisions associated with the completion of a TPP arrangement apply.

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(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service

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7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES (Cont'd)

(A) Local Channel (Per Local Channel) (Cont'd)

(3) LightGate service (a.k.a. BellSouth SPA Point to Point Network) Local Channel Systems (Includes first one-half air mile) (Cont'd)

(ao) Local channel mileage rates (for all LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel systems

Each additional system one-half air mile

Zone 1

	Transport Payment Plan Rates			USOC	
	Plan A	Plan B	Plan C		
	12 to 36 Months	37 to 60 Months	61 to 96 Months		
	Per Month Rates				
<u>States</u>					
Alabama	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Florida	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Georgia	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Kentucky	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Louisiana	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Mississippi	\$131.75	\$114.75	\$97.75	1LPEA	(R)
North Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
South Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Tennessee	\$131.75	\$114.75	\$97.75	1LPEA	(R)

Zone 2

	Transport Payment Plan Rates			USOC	
	Plan A	Plan B	Plan C		
	12 to 36 Months	37 to 60 Months	61 to 96 Months		
	Per Month Rates				
<u>States</u>					
Alabama	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Florida	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Georgia	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Kentucky	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Louisiana	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Mississippi	\$131.75	\$114.75	\$97.75	1LPEA	(R)
North Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
South Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Tennessee	\$131.75	\$114.75	\$97.75	1LPEA	(R)

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ACCESS SERVICE

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7 - Special Access (a.k.a. BellSouth SPA) Service (C

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES (Cont'd)

(A) Local Channel (Per Local Channel) (Cont'd)

(3) LightGate service (a.k.a. BellSouth SPA Point to Point Network)
 Local Channel Systems (Includes first one-half air mile) (Cont'd)

(ap) Local channel mileage rates (for all LightGate service (a.k.a.
 BellSouth SPA Point to Point Network) local channel systems
 (Cont'd)

Each additional system one-half air mile (Cont'd)

Zone 3

	Transport Payment Plan Rates			USOC	
	Plan A	Plan B	Plan C		
	12 to 36 Months	37 to 60 Months	61 to 96 Months		
	Per Month Rates				
<u>States</u>					
Alabama	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Florida	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Georgia	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Kentucky	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Louisiana	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Mississippi	\$131.75	\$114.75	\$97.75	1LPEA	(R)
North Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
South Carolina	\$131.75	\$114.75	\$97.75	1LPEA	(R)
Tennessee	\$131.75	\$114.75	\$97.75	1LPEA	(R)

(aq) Separate Alternate Facility Transport (SAFT) local channel
 protection mileage (for all LightGate service (a.k.a. BellSouth SPA
 Point to Point Network) local channel systems

SAFT Level I
 Per System

Per system
 one-half
 air mile \$ 145.00 \$ 120.00 \$ 110.00 1L8EA

SAFT Level II
 Per System

Per system
 one-half
 air mile \$1000.00 \$800.00 \$ 650.00 1L8EP

BELLSOUTH TELECOMMUNICATIONS, INC.
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ACCESS SERVICE

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7 - Special Access (a.k.a. BellSouth SPA) Service

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

ALL STATES

	<u>Nonrecurring Charges</u>	<u>Monthly Rates</u>		<u>USOC</u>
		<u>Fixed</u>	<u>Per Mile</u>	
(B) Interoffice Channel				
(1) 64 Kbps	\$24.01	\$40.00	\$ 4.00	1L5XX

	<u>Nonrecurring Charges</u>	<u>USOC</u>
(2) 1.544 Mbps Fixed Per Mile	\$130.00 (R) N/A	1L5XX N/A

Zone 1 States	Month To Month	<u>Per Month Rates</u>		<u>USOC</u>
		Plan A ¹ 24 to 48 Months	Plan B ¹ 49 to 72 Months	
Alabama	\$75.00	\$70.00	\$65.00	1L5XX
Florida	\$75.00	\$70.00	\$65.00	1L5XX
Georgia	\$75.00	\$70.00	\$65.00	1L5XX
Kentucky	\$75.00	\$70.00	\$65.00	1L5XX
Louisiana	\$75.00	\$70.00	\$65.00	1L5XX
Mississippi	\$75.00	\$70.00	\$65.00	1L5XX
North Carolina	\$75.00	\$70.00	\$65.00	1L5XX
South Carolina	\$75.00	\$70.00	\$65.00	1L5XX
Tennessee	\$75.00	\$70.00	\$65.00	1L5XX

Note 1: Channel Services Payment Plan and Area Commitment Plan rates.

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 16, 1999

TARIFF F.C.C. NO. 1
 2ND REVISED PAGE 7-146.1
 CANCELS 1ST REVISED PAGE 7-146.1

EFFECTIVE: JULY 1, 1999

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (

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7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(2) 1.544 Mbps
 - Fixed (Cont'd)

Per Month Rates

<u>Zone 2</u> <u>States</u>	<u>Month</u> <u>to</u> <u>Month</u>	<u>Plan A¹</u> <u>24 to 48</u> <u>Months</u>	<u>Plan B¹</u> <u>49 to 72</u> <u>Months</u>	<u>USOC</u>	
Alabama	\$80.00	\$75.00	\$70.00	1L5XX	(R)
Florida	\$80.00	\$75.00	\$70.00	1L5XX	(R)
Georgia	\$80.00	\$75.00	\$70.00	1L5XX	(R)
Kentucky	\$80.00	\$75.00	\$70.00	1L5XX	(R)
Louisiana	\$80.00	\$75.00	\$70.00	1L5XX	(R)
Mississippi	\$80.00	\$75.00	\$70.00	1L5XX	(R)
North Carolina	\$80.00	\$75.00	\$70.00	1L5XX	(R)
South Carolina	\$80.00	\$75.00	\$70.00	1L5XX	(R)
Tennessee	\$80.00	\$75.00	\$70.00	1L5XX	(R)

Per Month Rates

<u>Zone 3</u> <u>States</u>	<u>Month</u> <u>to</u> <u>Month</u>	<u>Plan A¹</u> <u>24 to 48</u> <u>Months</u>	<u>Plan B¹</u> <u>49 to 72</u> <u>Months</u>	<u>USOC</u>	
Alabama	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
Florida	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
Georgia	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
Kentucky	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
Louisiana	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
Mississippi	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
North Carolina	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
South Carolina	\$85.00 (R)	\$80.00	\$75.00	1L5XX	
Tennessee	\$85.00 (R)	\$80.00	\$75.00	1L5XX	

Note 1: Channel Services Payment Plan and Area Commitment Plan Rates

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: DECEMBER 17, 2003

TARIFF F.C.C. NO. 1
 13TH REVISED PAGE 7-146.2
 CANCELS 12TH REVISED PAGE 7-146.2

EFFECTIVE: JANUARY 1, 2004

ACCESS SERVICE

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7 - Special Access (a.k.a. BellSouth SPA) Service

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(2) 1.544 Mbps
 - Per Mile (Cont'd)

Per Month Rates

Zone 1	Month to Month	Plan A ¹ 24 to 48 Months	Plan B ¹ 49 to 72 Months	USOC
Alabama	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Florida	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Georgia	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Kentucky	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Louisiana	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Mississippi	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
North Carolina	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
South Carolina	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX
Tennessee	\$16.00	\$ 4.90 (R)	\$ 3.90 (R)	1L5XX

Per Month Rates

Zone 2	Month to Month	Plan A ¹ 24 to 48 Months	Plan B ¹ 49 to 72 Months	USOC
Alabama	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Florida	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Georgia	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Kentucky	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Louisiana	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Mississippi	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
North Carolina	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
South Carolina	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX
Tennessee	\$18.65	\$7.20 (R)	\$5.45 (R)	1L5XX

Note 1: Channel Services Payment Plan and Area Commitment Plan Rates.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29657, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: MAY 14, 2004

TARIFF F.C.C. NO. 1
 13TH REVISED PAGE 7-146.3
 CANCELS 12TH REVISED PAGE 7-146.3

EFFECTIVE: MAY 29, 2004

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (

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7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(2) 1.544 Mbps
 - Per Mile (Cont'd)

Per Month Rates

<u>Zone 3</u> <u>States</u>	<u>Month</u> <u>to</u> <u>Month</u>	<u>Plan A¹</u> <u>24 to 48</u> <u>Months</u>	<u>Plan B¹</u> <u>49 to 72</u> <u>Months</u>	<u>USOC</u>
Alabama	\$19.60	\$10.85	\$10.12 (R)	1L5XX
Florida	\$19.60	\$10.85	\$10.12 (R)	1L5XX
Georgia	\$19.60	\$10.85	\$10.12 (R)	1L5XX
Kentucky	\$19.60	\$10.85	\$10.12 (R)	1L5XX
Louisiana	\$19.60	\$10.85	\$10.12 (R)	1L5XX
Mississippi	\$19.60	\$10.85	\$10.12 (R)	1L5XX
North Carolina	\$19.60	\$10.85	\$10.12 (R)	1L5XX
South Carolina	\$19.60	\$10.85	\$10.12 (R)	1L5XX
Tennessee	\$19.60	\$10.85	\$10.12 (R)	1L5XX

ALL STATES

		<u>Nonrecurring</u> <u>Charges</u>	<u>Monthly Rates</u>		<u>USOC</u>
			<u>Fixed</u>	<u>Per Mile</u>	
(3)	3.152 Mbps	ICB	ICB	ICB	1L5XX

ICB rates and charges are filed in 7.6 following.

Note 1: Channel Services Payment Plan and Area Commitment Plan Rates

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1
 8TH REVISED PAGE 7-147.0.3.1
 CANCELS 7TH REVISED PAGE 7-147.0.3.1

EFFECTIVE: JULY 1, 2003

ACCESS SERVICE

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7 - Special Access (a.k.a. BellSouth SPA) Service (

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)
 Interoffice Channel (Cont'd)

(h) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network)
 (1 DS3 Capacity) Interoffice Channel System

Mileage Band 0-8
 Fixed, per System

Zone 1

<u>Transport Payment Plan Rates</u>			<u>USOC</u>
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
<u>Months</u>	<u>Months</u>	<u>Months</u>	

Per Month Rates

States

Alabama	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Florida	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Georgia	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Kentucky	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Louisiana	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Mississippi	\$782.00	\$612.00	\$484.50	1LPS8	(R)
North Carolina	\$782.00	\$612.00	\$484.50	1LPS8	(R)
South Carolina	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Tennessee	\$782.00	\$612.00	\$484.50	1LPS8	(R)

Zone 2

<u>Transport Payment Plan Rates</u>			<u>USOC</u>
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
<u>Months</u>	<u>Months</u>	<u>Months</u>	

Per Month Rates

States

Alabama	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Florida	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Georgia	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Kentucky	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Louisiana	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Mississippi	\$782.00	\$612.00	\$484.50	1LPS8	(R)
North Carolina	\$782.00	\$612.00	\$484.50	1LPS8	(R)
South Carolina	\$782.00	\$612.00	\$484.50	1LPS8	(R)
Tennessee	\$782.00	\$612.00	\$484.50	1LPS8	(R)

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1
 9TH REVISED PAGE 7-147.0.3.2
 CANCELS 8TH REVISED PAGE 7-147.0.3.2
 EFFECTIVE: JULY 1, 2003

ACCESS SERVICE

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7 - Special Access (a.k.a. BellSouth SPA) Service (

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)
 Interoffice Channel (Cont'd)

(h) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network 1
 DS3 Capacity) Interoffice Channel System (Cont'd)

Mileage Band 0-8
 Fixed, per System (Cont'd)

Zone 3

<u>Transport Payment Plan Rates</u>			<u>USOC</u>
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
<u>Months</u>	<u>Months</u>	<u>Months</u>	

Per Month Rates

States

Alabama	\$855.60	\$669.60	\$530.10	1LPS8	(R)
Florida	\$855.60	\$669.60	\$530.10	1LPS8	(R)
Georgia	\$855.60	\$669.60	\$530.10	1LPS8	(R)
Kentucky	\$855.60	\$669.60	\$530.10	1LPS8	(R)
Louisiana	\$855.60	\$669.60	\$530.10	1LPS8	(R)
Mississippi	\$855.60	\$669.60	\$530.10	1LPS8	(R)
North Carolina	\$855.60	\$669.60	\$530.10	1LPS8	(R)
South Carolina	\$855.60	\$669.60	\$530.10	1LPS8	(R)
Tennessee	\$855.60	\$669.60	\$530.10	1LPS8	(R)

Mileage Band 0-8
 Per Mile

Zone 1

<u>Transport Payment Plan Rates</u>			<u>USOC</u>
<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>	
<u>12 to 36</u>	<u>37 to 60</u>	<u>61 to 96</u>	
<u>Months</u>	<u>Months</u>	<u>Months</u>	

Per Month Rates

State

Alabama	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Florida	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Georgia	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Kentucky	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Louisiana	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Mississippi	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
North Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
South Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Tennessee	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29657, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JUNE 16, 2003

TARIFF F.C.C. NO. 1
 9TH REVISED PAGE 7-147.0.3.3
 CANCELS 8TH REVISED PAGE 7-147.0.3.3

EFFECTIVE: JULY 1, 2003

ACCESS SERVICE

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7 - Special Access (a.k.a. BellSouth SPA) Service

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity (a.k.a. BellSouth SPA High Capacity) Service (Cont'd)

(B) Interoffice Channel (Cont'd)

(5) LightGate service (a.k.a. BellSouth SPA Point to Point Network)
 Interoffice Channel (Cont'd)

(h) LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network 1
 DS3 Capacity) Interoffice Channel System (Cont'd)

Mileage Band 0-8
 Per Mile (Cont'd)

Zone 2

Transport Payment Plan Rates			USOC
Plan A	Plan B	Plan C	
12 to 36 Months	37 to 60 Months	61 to 96 Months	

Per Month Rates

State	Plan A	Plan B	Plan C	USOC	
Alabama	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Florida	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Georgia	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Kentucky	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Louisiana	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Mississippi	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
North Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
South Carolina	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)
Tennessee	\$ 46.75	\$38.25	\$ 29.75	1LPE8	(R)

Zone 3

Transport Payment Plan Rates			USOC
Plan A	Plan B	Plan C	
12 to 36 Months	37 to 60 Months	61 to 96 Months	

Per Month Rates

State	Plan A	Plan B	Plan C	USOC	
Alabama	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Florida	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Georgia	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Kentucky	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Louisiana	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Mississippi	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
North Carolina	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
South Carolina	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)
Tennessee	\$ 51.15	\$41.85	\$ 32.55	1LPE8	(R)

Overcharge for Access USOC TMECS

Total Overcharge
\$30,831.30

Circuit Number	CABS Bill Date	UNE USOC	UNE Rate	ACCESS USOC	Monthly Access Rate	Difference Between Monthly Access And UNE Rates	Plan Access Rate	Difference Between Plan Access and UNE Rates	Ratio Plan/UNE over Monthly/UNE Differences	Amount Back Billed	Back-Billing at Plan Rates	Overcharge
60.HCFU.500249..SB	2/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$35.66	\$19.53	\$16.13
60.HCFU.500249..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	7/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	8/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	9/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.500249..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$59.24	\$32.44	\$26.80
60.HCFU.501225..SB	2/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$35.66	\$19.53	\$16.13
60.HCFU.501225..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501225..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501225..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$9.73	\$5.33	\$4.40
60.HCFU.501657..SB	2/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$35.66	\$19.53	\$16.13
60.HCFU.501657..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	7/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	8/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	9/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501657..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$59.24	\$32.44	\$26.80
60.HCFU.501810..SB	2/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$35.66	\$19.53	\$16.13
60.HCFU.501810..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501810..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501810..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.501810..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00

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60.HCFU.894053..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$62.48	\$34.21	\$28.27
60.HCFU.894053..SB	6/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$54.23	\$29.70	\$24.53
60.HCFU.894061..SB	6/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	7/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	8/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	9/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	10/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	11/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	12/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	1/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	2/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	7/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	8/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	9/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894061..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$62.48	\$34.21	\$28.27
60.HCFU.894061..SB	6/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$54.23	\$29.70	\$24.53
60.HCFU.894923..SB	6/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894923..SB	7/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894923..SB	8/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894923..SB	9/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.894923..SB	10/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$52.76	\$28.89	\$23.87
60.HCFU.894923..SB	6/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$18.57	\$10.17	\$8.40
60.HCFU.895146..SB	7/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895146..SB	8/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895146..SB	9/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	(\$5.60)	(\$3.07)	(\$2.53)
60.HCFU.895146..SB	7/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$83.41	\$45.68	\$37.73
60.HCFU.895253..SB	7/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895253..SB	8/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895253..SB	9/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895253..SB	10/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895253..SB	11/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.895253..SB	12/22/2005	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00

60.HCFU.907470..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.907470..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$62.48	\$34.21	\$28.27
60.HCFU.908540..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	7/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	8/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	9/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.908540..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$72.21	\$39.54	\$32.67
60.HCFU.908540..SB	3/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$31.53	\$17.27	\$14.26
60.HCFU.910233..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	5/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	7/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	8/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	9/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.910233..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$62.48	\$34.21	\$28.27
60.HCFU.910233..SB	4/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$31.53	\$17.27	\$14.26
60.HCFU.913330..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	7/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	8/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	9/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	10/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	11/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	12/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	1/22/2007	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$97.26	\$53.26	\$44.00
60.HCFU.913330..SB	2/22/2007	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$9.13	\$5.00	\$4.13
60.HCFU.913330..SB	6/22/2006	USLXX	\$70.74	TMECS	\$168.00	\$97.26	\$124.00	\$53.26	0.5476	\$57.47	\$31.47	\$26.00
										\$68,151.18	\$37,319.88	\$30,831.30

Overcharge For Access USOC 1LPEA

Total Overcharge
\$8,930.45

Circuit Number	CABS Bill Date	UNE USOC	UNE Rate Charged	ACCESS USOC	Monthly Access Rate	Difference Between Monthly Access And UNE Rates	Plan Access Rate	Difference Between Plan Access and UNE Rates	Ratio Plan/UNE over Monthly/UNE Differences	Amount Back-Billed	Back-Billing at Plan Rates	Overcharge
60.HFFU.755367..SB	3/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,164.27	\$1,284.71	\$879.56
60.HFFU.755367..SB	4/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	5/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	6/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	7/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	8/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	9/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	10/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	11/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	\$2,497.24	\$1,482.36	\$1,014.88
60.HFFU.755367..SB	12/7/2006	1L5ND	\$2.85	1LPEA	\$220.00	\$217.15	\$131.75	\$128.90	0.5936	(\$167.58)	(\$99.48)	(\$68.10)
										\$21,974.61	\$13,044.16	\$8,930.45

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Overcharges For Access USOC 1L5XX

Total Overcharge

\$8,487.46

Circuit Number	CABS Bill Date	UNE COS	UNE USOC	UNE Rate	ACCESS USOC	Monthly Access Rate	Difference Between Monthly Access And UNE Rates	Plan Access Rate	Difference Between Plan Access and UNE Rates	Ratio Plan/UNE over Monthly/UNE Differences	Amount Back-Billed	Back-Billing at Plan Rates	Overcharge
60.HCFS.825984..SB	2/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$4.93)	(\$6.76)	\$1.83
60.HCFS.825984..SB	3/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	4/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	5/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	6/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	7/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	8/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	9/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	10/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFS.825984..SB	11/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$11.46)	(\$15.72)	\$4.26
60.HCFU.825983..SB	2/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$4.93)	(\$6.76)	\$1.83
60.HCFU.825983..SB	3/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	4/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	5/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	6/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	7/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	8/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	9/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	10/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.825983..SB	11/22/2006	U1TD1	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$11.46)	(\$15.72)	\$4.26
60.HCFU.885471..SB	2/22/2006	UNC1X	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$4.93)	(\$6.76)	\$1.83
60.HCFU.885471..SB	3/22/2006	UNC1X	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.885471..SB	4/22/2006	UNC1X	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.885471..SB	5/22/2006	UNC1X	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.885471..SB	6/22/2006	UNC1X	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$13.44)	(\$18.44)	\$5.00
60.HCFU.885471..SB	7/22/2006	UNC1X	U1TF1	\$88.44	1L5XX-Fixed	\$75.00	(\$13.44)	\$70.00	(\$18.44)	1.3720	(\$9.67)	(\$13.27)	\$3.60

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60.HCFS.825984..SB	2/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$231.95	\$69.15	\$162.80
60.HCFS.825984..SB	3/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	4/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	5/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	6/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	7/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	8/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	9/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	10/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFS.825984..SB	11/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$400.38	\$119.36	\$281.02
60.HCFU.825983..SB	2/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$231.95	\$69.15	\$162.80
60.HCFU.825983..SB	3/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	4/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	5/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	6/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	7/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	8/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	9/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	10/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$632.58	\$188.58	\$444.00
60.HCFU.825983..SB	11/22/2006	U1TD1	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$400.38	\$119.36	\$281.02
60.HCFU.885471..SB	2/22/2006	UNC1X	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$40.59	\$12.10	\$28.49
60.HCFU.885471..SB	3/22/2006	UNC1X	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$110.71	\$33.00	\$77.71
60.HCFU.885471..SB	4/22/2006	UNC1X	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$110.71	\$33.00	\$77.71
60.HCFU.885471..SB	5/22/2006	UNC1X	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$110.71	\$33.00	\$77.71
60.HCFU.885471..SB	6/22/2006	UNC1X	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$110.71	\$33.00	\$77.71
60.HCFU.885471..SB	7/22/2006	UNC1X	1L5XX	\$0.1856	1L5XX-Mile	\$16.00	\$15.81	\$4.90	\$4.71	0.2981	\$55.31	\$16.49	\$38.82
											\$11,608.50	\$3,121.04	\$8,487.46

Overcharges For Access USOC 1LPS8

Total Overcharge

\$12,864.61

Circuit Number	CABS Bill Date	UNE USOC	UNE Rate	ACCESS USOC	Monthly Access Rate	Difference Between Monthly Access And UNE Rates	Plan Access Rate	Difference Between Plan Access and UNE Rates	Ratio Plan/UNE over Monthly/UNE Differences	Amount Back- Billed	Back-Billing at Plan Rates	Overcharge
60.HFFU.755106..SB	2/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$72.97	(\$105.97)	\$178.94
60.HFFU.755106..SB	3/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	4/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	5/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	6/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	7/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	8/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	9/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	10/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755106..SB	11/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$96.97	(\$140.83)	\$237.80
60.HFFU.755240..SB	2/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$72.97	(\$105.97)	\$178.94
60.HFFU.755240..SB	3/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	4/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	5/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	6/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	7/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	8/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	9/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	10/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755240..SB	11/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$57.17	(\$83.03)	\$140.20
60.HFFU.755242..SB	2/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$72.97	(\$105.97)	\$178.94
60.HFFU.755242..SB	3/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00

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60.HFFU.755242..SB	4/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	5/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	6/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	7/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	8/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	9/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	10/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$199.00	(\$289.00)	\$488.00
60.HFFU.755242..SB	11/22/2006	U1TF3	\$1,071.00	1LPS8	\$1,270.00	\$199.00	\$782.00	(\$289.00)	(1.4523)	\$96.97	(\$140.83)	\$237.80
										\$5,246.02	(\$7,618.59)	\$12,864.61

Overcharges For Access USOC 1LPE8

Total Overcharge

\$36,567.76

Circuit Number	CABS Bill Date	UNE USOC	UNE Rate	ACCESS USOC	Monthly Access Rate	Difference Between Monthly Access And UNE Rates	Plan Access Rate	Difference Between Plan Access and UNE Rates	Ratio Plan/UNE over Monthly/UNE Differences	Amount Back-Billed	Back-Billing at Plan Rates	Overcharge
60.HFFU.755106..SB	2/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$1,336.57	\$628.91	\$707.66
60.HFFU.755106..SB	3/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	4/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	5/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	6/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	7/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	8/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	9/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	10/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755106..SB	11/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$2,424.97	\$1,141.04	\$1,283.93
60.HFFU.755240..SB	2/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$133.66	\$62.89	\$70.77
60.HFFU.755240..SB	3/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	4/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	5/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	6/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	7/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	8/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	9/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	10/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$364.52	\$171.52	\$193.00
60.HFFU.755240..SB	11/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$169.59	\$79.80	\$89.79
60.HFFU.755242..SB	2/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$1,336.57	\$628.91	\$707.66
60.HFFU.755242..SB	3/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00

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60.HFFU.755242..SB	4/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	5/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	6/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	7/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	8/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	9/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	10/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$3,645.20	\$1,715.20	\$1,930.00
60.HFFU.755242..SB	11/22/2006	1L5XX	\$3.87	1LPE8	\$95.00	\$91.13	\$46.75	\$42.88	0.4705	\$2,424.97	\$1,141.04	\$1,283.93
										\$69,065.69	\$32,497.93	\$36,567.76