



2525 West End Avenue, Suite 1500
 Nashville, Tennessee 37203-1423
 615.244.0020
 Fax: 615.256.1726

PAID T.R.A.	
Chk #	12359
Amount	25.00
Rcvd By	Lee
Date	1-5-01

January 5, 2001

01-0000

Mr. David Waddell
 Tennessee Regulatory Authority
 460 James Robertson Parkway
 Nashville, Tennessee 37243

Dear Mr. Waddell:

Enclosed for filing is the original and thirteen (13) copies of the Petition for Arbitration of IDS Telcom, LLC ("IDS"), with BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Section 252(b) of the Communications Act of 1934 ("Act"). Copies of the enclosed are being provided to counsel for BellSouth. Also please find enclosed a check in the amount of \$25.00 for the applicable filing fee.

Several substantive issues raised by IDS have been satisfactorily resolved during the course of negotiations with BellSouth, however, there remain eleven unresolved issues between the two parties that form the basis for the attached Petition for Arbitration.

The following is a list of the unresolved issues and the action IDS requests the TRA to take:

Issue A: Should BellSouth be allowed to use the interconnection agreement to limit its liability for negligent acts, and require indemnification from IDS for BellSouth's negligent acts that cause harm to IDS customers? IDS asks the TRA to find that BellSouth should not be permitted to use the interconnection agreement to limit its liability for negligent acts, and that BellSouth should not be permitted to require indemnification from IDS for BellSouth's negligent acts that cause harm to IDS customers.

Issue B: Should BellSouth be allowed to prohibit IDS from identifying BellSouth as the underlying source of services provided by IDS, in discussions between IDS and customers or potential customers? IDS asks the TRA to support a requirement that the interconnection agreement must include provisions which make it permissible for IDS to provide information to consumers, either directly or upon request, disclosing the fact that BellSouth is the underlying source of some of the services provided by IDS.

Issue C: Should BellSouth be required to include in the interconnection agreement provisions for the alternate resolution of disputes between the parties, which would include inter-company escalation provisions if good faith negotiations are not successful in resolving disputes arising under the agreement? IDS asks the TRA to require that the interconnection agreement include provisions for the alternate resolution of disputes between the two parties, including inter-company escalation mechanisms.

www.wyattfirm.com

500 West Jefferson Street, Suite 2800
 Louisville, KY 40202-2898
 502.589.5235

250 West Main Street, Suite 1700
 Lexington, KY 40507-1746
 859.233.2012

311 West Main Street
 Frankfort, KY 40601-1807
 502.223.2104

101 West Spring Street, Suite 500
 New Albany, IN 47150-3610
 812.945.3561

29 Music Square East
 Nashville, TN 37203-4322
 615.255.6161

1715 Aaron Brenner Drive, Suite 200
 Memphis, TN 38120-4307
 901.537.1000

POSTED
 1/5/01
 PAID
 12359