

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

'97 JUN 15 AM 9 47

IN RE: UNITED TELEPHONE-)
SOUTHEAST, INC. TARIFF NO. 96-201)
TO REFLECT ANNUAL PRICE CAP) DOCKET NO. 96-01423
ADJUSTMENT)

OBJECTION TO PROPOSED ORDER AND WITHDRAWAL

Comes the Consumer Advocate Division and respectfully complies with the hearing officers' oral Order to "withdraw agreement." As the Division stated on the record, it objects to the Order to the extent it requires withdrawal of agreement to specific items to which the Division did agree. This filing is intended to withdraw any alleged agreement to the proposed Order and the filing of United.

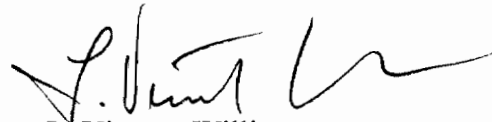
Counsel for the Division has litigated before the bench for the majority of his legal career and understands the nature of agreements, compromise and settlement, and stipulations. Each of these methods can be utilized to gain concurrence on some issues and completely eliminate or avoid concurrence or disagree on others. The disagreements need not be stated. The "magic" language to show comprehensive agreement is an agreement to "any and all" issues.

The agreement at issue was not an agreement to "any and all" methodology issues, it was an agreement in concept awaiting the details. As Dr. Klein stated, United was supposed to provide these details by circulating a draft. No draft was circulated. Further, an agreement to "concept" is not an agreement to detail, particularly when others have not expressed the "details"

In addition, it is absolutely clear that the Consumer Advocate Division never saw the proposed Order prior to filing, therefore we could not have agreed. Thus, a finding that there was an agreement to the proposed Order is arbitrary, capricious, clearly erroneous, unconstitutional and made upon unlawful procedure.

Finally, an agreement to the entire methodology would have been an adoption of what United had filed without even completing discovery. Unless we already had superior information in our possession, we would have never made such an agreement. Further, the parties discussed significant, additional methodology issues subsequent to the hearing of January 14, 1996. As part of that discussion, the parties agreed to propose a new schedule to the TRA and a further thirty day suspension of the tariff. The proposed Order and the filing of United simply went beyond the specific matters to which there was agreement.

Respectfully submitted,



L. Vincent Williams
Consumer Advocate

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Objection to Proposed Order and Withdrawal was served on parties of record via U.S. Mail, postage prepaid, this 15th day of January, 1997.

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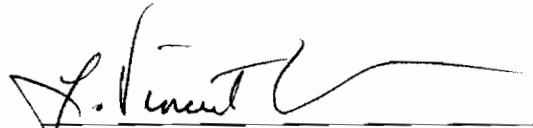
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