

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE TENNESSEE

REC'D TN  
REGULATORY AUTH.  
'99 JUL 16 PM 4 15

IN RE: PROCEEDING FOR THE )  
PURPOSE OF ADDRESSING )  
COMPETITIVE EFFECTS OF CONTRACT )  
SERVICE ARRANGEMENTS FILED BY )  
BELLSOUTH TELECOMMUNICATIONS, )  
INC. IN TENNESSEE )

DOCKET NO: 98-00559  
EXECUTIVE SECRETARY

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CONSUMER ADVOCATE RESPONSE TO DISCOVERY OF BELLSOUTH

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BellSouth Discovery Request to Consumer Advocate Division

1. Identify each person participating in the preparation of the answers to these data request or supplying information used in connections therewith, and explain with particularity each person's relationship, if any, to the CAD.

**Response:**

L. Vincent Williams, Deputy Attorney General, Consumer Advocate Division  
Vance Broemel, Assistant Attorney General, Consumer Advocate Division  
Archie R. Hickerson, Director of Consumer Advocate Staff  
R. Terry Buckner, Senior Regulatory Analyst, Consumer Advocate Division  
Mark Plotkin, Law Clerk, Consumer Advocate Division

2. Do you contend that either Contract Service Arrangement KY98-4958-00 or TN 98-2766-00 is anticompetitive or discriminatory? If so, please:
  - (a) identify the specific terms, conditions, or provision of the CSA which you contend are anticompetitive or discriminatory, if any;
  - (b) state all facts which support your contention that the CSA or any terms, conditions, or provision contained therein are anticompetitive or discriminatory; and
  - (c) identify and produce all document which support your contention that the CSA or any terms, conditions, or provisions contained therein are anticompetitive or

discriminatory.

**Response:**

(a) CSA TN98-2766-00  
Section I Paragraphs A, B, C, H, I, J, K, L.  
Section II Paragraphs A, B, C, E, F.  
Section III Paragraph A  
Section IV Paragraph C  
Section V  
Section VI  
Section VII  
Section VIII  
Section IX  
Section X  
Section XI  
Section XII  
Section XIII  
Section XIV  
Section XV  
Section XVI, Paragraphs B and H.  
Appendix IA, IB, II, III  
Attachment III.

CSA KY98-4958-00  
Section Paragraphs A, B, C, D, E, F, H, J,  
Section II  
Section III  
Section IV  
Section V  
Section VI  
Section VII  
Section VIII  
Section IX  
Section X  
Section XI  
Section XII  
Section XIII  
Section XIV  
Section XV  
Section XVI Paragraphs B, E, G  
Appendix I, II, III,  
Attachment III

- (b) The Consumer Advocate Division objects to this data request as unduly burdensome and further that its discovery is not complete. In good faith the Consumer Advocate Division responds as follows and may update its response.
- (i) The economic definition of price discrimination is the practice of selling the same product at two or more prices where the price differences do not reflect cost differences. Both special contracts have price differences which do not reflect cost differences between business users of the same services.
  - (ii) The rates charged customers served under the individual contracts (KY98-4958-00 and TN 98-2766-00) are less than the charges billed other customers within the same class who purchase the same services under the tariffs. Moreover, the rates and eligible services are discriminatory between the two contracts.
  - (iii) The price for services provided under CSA KY98-4958-00 are different from the price for the same service purchased under CSA TN 98-2766-00 and other CSAs on file with the Tennessee Regulatory Authority and vice versa.
  - (iv) The cost support filed by BellSouth for the various services provided under the CSAs, KY98-4958-00, TN 98-2766-00, and other CSAs are the same cost as taken from the cost studies prepared to support BellSouth's approved tariff rates.
  - (v) The difference in BellSouth's tariff rates and the prices BellSouth charge customers under CSAs (KY98-4958-00 and TN 98-2766-00) are the result of negotiations and do not reflect a difference in the cost of providing service to customers in the same class served under tariff and the cost of providing service under (KY98-4958-00 and TN 98-2766-00) but are the result of negotiation and do not reflect a difference in the cost of providing service.

Similarly the difference in the prices BellSouth charges the customers served under CSAs (KY98-4958-00 and TN 98-2766-00) and customers served under other CSAs filed with the Tennessee Regulatory Authority are the result of negotiation and do not reflect a difference in the cost of providing service. These facts were conceded by BellSouth in response Item 11(m) in the Consumer Advocate Division's Discovery Request in Docket 97-01105 dated September 30, 1997. BellSouth stated:

BellSouth can neither admit nor deny that the volume discount under a CSA is no greater than the difference in the cost of providing service to a customer with a CSA and a customer purchasing the

service under a tariff because the cost of providing such service can vary considerably depending upon such factors as the customer's location, volume of service, usage requirements, etc.

In response to Item 14 in the Consumer Advocate Division's Discovery Request in Docket 97-01105 dated September 30, 1997 BellSouth stated:

The range of discounts and contract periods are a direct result of negotiations between the customer and the Company. BellSouth's overall business objective is to build lasting business relationship with its customers through mutually agreed upon discount rates, terms and conditions, with the understanding that such discounts, terms and conditions must comply with all applicable legal requirements.

BellSouth is prepared to enter into a CSA with any similarly situated customer who meets the basic criteria outlined in response to Request No. 4.

- (vi) The customers served under CSAs, KY98-4958-00, TN 98-2766-00 and other such CSAs are being provided service at a special rate and BellSouth is demanding, collecting/receiving from these customers less compensation for service than it charges, demands, collects, or receives from other person for service of a like kind under substantially like circumstances and conditions provided service under BellSouth's tariffs approved by the Tennessee Regulatory Authority.
- (vii) The customer served under CSAs, KY98-4958-00 is being provided service at a special rate and BellSouth is demanding, collecting / receiving greater or less compensation from this customers for service within this state than it charges, demands, collects, or receives from the customer served from the customer served under CSA TN 98-2766-00.
- (viii) The rates charges customers served under CSAs, KY98-4958-00, TN 98-2766-00 reflect a preference to these customers over customers of the same class who purchase the services at tariffed rates approved by the Tennessee Regulatory Authority.
- (ix) Customers under the same tariff class are similarly situated.
- (x) The contracts purport to create penalties for customers who elect to transfer

service to facility based competitive providers.

- (xi) TN98-2766-00 provides that the customer will notify BellSouth of the terms and conditions of any competitive offer.
- (xii) BellSouth contends that the specific terms and conditions as presented in both TN98-2766-00 and KY 98-4958-00 are proprietary and are not to be disclosed
- (xiii) TN98-2766-00 provides Bell the right to respond to any competitive offer and binds the customer to accept Bell's counter offer if it is within a specified range.
- (xiv) BellSouth's stated criteria for selecting a customer for a CSA are:
  - (1) BellSouth has reason to believe that the price of service under its existing tariff offering is not competitive for that particular customer;
  - (2) the customer has a competitive alternative available; and
  - (3) the customer is willing to sign a CSA with BellSouth and commit to the terms and conditions contained in the CSA.(BellSouth response to the Consumer Advocate Division's September 30, 1997 Discovery Request in docket 97-01105, Item 4.)
- (xv) Both CSA TN98-2799-00 and CSA KY98-4958-00 bind the respective customer to purchase service from BellSouth for three 3 years.
- (xvi) Competitive local exchange carriers are effectively prohibited from marketing service to the customers served under these CSAs for a three year period.
- (xvii) Termination charges are not based on cost. The termination charges were not a reasonable estimation of damages at the time the parties entered into the contract.

(xvii) Under the contracts, the phone company treats the same economic event differently, depending on the event's cause. If the event was related to the telephone company's competitors, the company penalizes the customer. If the event was not related to the telephone company's competitors, the company may reduce or eliminate the customer's penalty.

(c) The following supporting documents are in possession of BellSouth and are in file with the Tennessee Regulatory Authority and certain of these documents are classified as proprietary. It would be overly burdensome to reproduce and provide copies of each such document.

- (i) BellSouth CSAs on file with the Tennessee Regulatory Authority and the supporting revenue and cost support.

96-139	97-111	97-164	97-222	97-363	98-00066	98-00437	99-00113
96-148	97-114	97-163	97-225	97-365	98-00107	98-00442	99-00126
96-174	97-115	97-167	97-226	97-374	98-00114	98-00445	99-00128
96-191	97-117	97-169	97-227	97-375	98-00129	98-00485	99-00189
96-195	97-118	97-170	97-233	97-379	98-00131	98-00513	99-00210
96-206	97-120	97-171	97-235	97-382	98-00149	98-00520	99-00218
96-230	97-122	97-172	97-237	97-386	98-00151	98-00612	99-00230

96-231	97-125	97-173	97-239	97-07452	98-00158	98-00898	99-00244
96-255	97-131	97-174	97-240	97-07472	98-00204	99-00013	99-00262
96-274	97-129	97-186	97-242	97-07491	98-00188	99-00025	99-00335
96-275	97-127	97-187	97-247	97-07524	98-00216	99-00026	
96-276	97-128	97-189	97-255	97-07527	98-00255	99-00038	
97-003	97-130	97-188	97-257	97-07544	98-00261	99-00041	
97-018	97-132	97-194	97-258	97-07560	98-00252	99-00056	
97-020	97-134	97-198	97-264	97-07564	98-00291	99-00058	
97-025	97-135	97-203	97-275	97-07565	98-00262	99-00062	
97-024	97-137	97-202	97-277	97-07587	98-00288	99-00063	
97-022	97-136	97-201	97-281	97-07608	98-00300	99-00075	
97-031	97-138	97-204	97-303	97-07617	98-00341	99-00078	
97-036	97-146	97-205	97-312	97-07618	98-00381	99-00081	
97-090	97-147	97-208	97-311	98-00006	98-00391	99-00088	
97-091	97-145	97-211	97-313	98-00010	98-00399	99-00101	
97-093	97-144	97-214	97-320	98-00009	98-00402	99-00102	
97-094	97-148	97-215	97-324	98-00028	98-00408	99-00103	
97-098	97-153	97-216	97-325	98-00033	98-00417	99-00104	
97-099	97-152	97-217	97-342	98-00031	98-00419	99-00110	
97-110	97-154	97-218	97-346	98-00059	98-00430		

- (ii) BellSouth Tariffs on file with and approved by the Tennessee Regulatory Authority.
  - (iii) Cost support filed by BellSouth in support of tariffed rates filed with the Tennessee Regulatory Authority.
  - (iv) BellSouth's responses to Consumer Advocate Division Discovery Requests.
  - (v) BellSouth's customers in the class.
3. Do you contend that either BellSouth Contract Service Arrangement KY98-4958-00 or TN98-2766-00 violates state or federal law? If so, please:
- (a) identify specifically all state or federal laws you contend each such CSA violates;
  - (b) identify the specific terms, conditions, or provision of the CSA which you contend violates each state or federal law identified in response to (a) above, if any;
  - (c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein violates state or federal law; and

- (d) identify and produce all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein violate state or federal law.

**Response:**

- (a) (i) Tenn. Code Ann §65-5-208. Classification of services - Exempt services - Price floor - Maximum rates for non-basic services.

(a) Services of incumbent local exchange telephone companies who apply for price regulation under § 65-5-209 are classified as follows:

(1) "Basic local exchange telephone services" are telecommunications services which are comprised of an access line, dial tone, touch-tone and usage provided to the premises for the provision of two-way switched voice or data transmission over voice grade facilities of residential customers or business customers within a local calling area, Lifeline, Link-Up Tennessee, 911 Emergency Services and educational discounts existing on June 6, 1995, or other services required by state or federal statute. These services shall, at a minimum, be provided at the same level of quality as is being provided on June 6, 1995. Rates for these services shall include both recurring and nonrecurring charges.

(2) "Non-basic services" are telecommunications services which are not defined as basic local exchange telephone services and are not exempted under subsection (b). Rates for these services shall include both recurring and nonrecurring charges.

(c) Effective January 1, 1996, an incumbent local exchange telephone company shall adhere to a price floor for its competitive services subject to such determination as the authority shall make pursuant to § 65-5-207. The price floor shall equal the incumbent local exchange telephone company's tariffed rates for essential elements utilized by competing telecommunications service providers plus the total long-run incremental cost of the competitive elements of the service. When shown to be in the public interest, the authority shall exempt a service or group of services provided by an incumbent local exchange telephone company from the requirement of the price floor. **The authority shall, as appropriate, also adopt other rules or issue orders to**

**prohibit cross-subsidization, preferences to competitive services or affiliated entities, predatory pricing, price squeezing, price discrimination, tying arrangements or other anti-competitive practices.** (Emphasis added.)

(ii) 65-5-209. Price regulation plan.

(b) An incumbent local exchange telephone company shall, upon approval of its application under subsection (c), be empowered to, and shall charge and collect only such rates that are less than or equal to the maximum permitted by this section and subject to the safeguards in § 65-5-208(c) and (d) and the non-discrimination provisions of this title.

(g) Notwithstanding any other provision of this section, a price regulation plan shall permit a maximum annual adjustment in the rates for interconnection services that is capped at the lesser of one half (1/2) the percentage change in inflation for the United States using the gross domestic product-price index (GDP-PI) from the preceding year as the measure of inflation, or the GDP-PI from the preceding year minus two (2) percentage points. An incumbent local exchange telephone company may adjust its rates for interconnection services only so long as its aggregate revenues generated by such changes do not exceed the aggregate revenues generated by the maximum rates permitted by this subsection, provided **that each new rate must comply with the requirements of § 65-5-208 and the non-discrimination provisions of this title**. Upon filing by a competing telecommunications service provider of a complaint, such rate adjustment shall become subject to authority review of the adjustment's compliance with the provisions of this section and rules promulgated under this section. The authority shall stay the adjustment of rates and enter a final order approving, modifying or rejecting such adjustment within thirty (30) days of the complaint. (Emphasis added.)

(h) Incumbent local exchange telephone companies subject to price regulation may set rates for non-basic services as the company deems appropriate, subject to the limitations set forth in subsections (e) and (g), **the non-discrimination provisions of this title**, any rules or orders issued by the



authority pursuant to § 65-5-208(c) and upon prior notice to affected customers. Rates for call waiting service provided by an incumbent local exchange telephone company subject to price regulation shall not exceed, for a period of four (4) years from the date the company becomes subject to such regulation, the maximum rate in effect in the state for such service on June 6, 1995.

(iii.) 65-4-122. Discriminatory charges - Reasonableness of rates - **Unreasonable preferences** - Penalties.

(a) If any common carrier or public service company, directly or indirectly, **by any special rate**, rebate, drawback, or other device, charges, demands, collects, or receives from any person a **greater or less compensation for any service within this state than it charges, demands, collects, or receives from any other person for service of a like kind under substantially like circumstances and conditions, and if such common carrier or such other public service company makes any preference between the parties aforementioned such common carrier or other public service company commits unjust discrimination, which is prohibited and declared unlawful.** (Emphasis added.)

(b) Any such corporation which charges, collects, or receives more than a just and reasonable rate of toll or compensation for service in this state commits extortion, which is prohibited and declared unlawful.

(c) It is unlawful for any such corporation to make or give an **undue or unreasonable preference** or advantage to **any particular person or locality, or any particular description of traffic or service, or to subject any particular person, company, firm, corporation, or locality, or any particular description of traffic or service to any undue or unreasonable prejudice or disadvantage.**

(d) Any such corporation that shall be guilty of extortion or **unjust discrimination**, or of giving to any person or locality, or to any description of traffic an **undue or unreasonable preference** or advantage, shall be fined in any sum not less than five hundred dollars (\$500) nor more than two thousand dollars (\$2,000).

(e) An action may be brought by any person against any

person or corporation, owning or operating such public service company in Tennessee, for the violation of this section, before any court having jurisdiction to try the same.

- (iv) 65-5-204. Unjust rate, fare, schedule or classification prohibited.

(a) No public utility shall:

(1) Make, impose, or exact any unreasonable, **unjustly discriminatory or unduly preferential individual or joint rate, or special rate, toll, fare, charge, or schedule for any product, or service supplied or rendered by it within this state;** (Emphasis added.)

(2) Adopt or impose any unjust or unreasonable classification in the making or as the basis of any rate, toll, charge, fare, or schedule for any product or service rendered by it within this state.

- (v) 65-21-109. Discrimination in messages prohibited.

(a) Every telegraph or telephone company doing business in this state must, under a penalty of five hundred dollars (\$500) for each and every refusal so to do, transmit over its wires to localities on its lines, for any individual or corporation or other telegraph or telephone company, such messages, dispatches, or correspondence, as may be tendered to it by, or to be transmitted to, any individual or corporation, or other telegraph or telephone companies, **at the price customarily asked and obtained for the transmission of similar messages, dispatches, or correspondence, without discrimination as to charges or promptness.**

(b) The penalty herein prescribed shall be recoverable in any court through proper form of law, one half (1/2) of which shall go to the prosecutor and one half (1/2) to the state.

- (b) See 2(a) above.
  - (c) See 2(b) above. In addition to the facts requested in 2(b) the Consumer Advocate Division submits that the termination penalties constitute extortion because they are not just and reasonable.
  - (c) See 2(a) above.
4. Do you contend that either Contract Service Arrangement KY98-4958-00 or TN 98-2766-00 violates any Authority rules? If so, please:
- (a) identify specifically each Authority rule you contend each such CSA violates;
  - (b) identify the specific terms, conditions, or provision of the CSA which you contend violates each Authority rule identified in response to (a) above, if any;
  - (c) state all facts which support your contention that the CSA or any terms, conditions, or provisions contained therein violates any Authority rule; and
  - (d) identify and produce all documents which support your contention that the CSA or any terms, conditions, or provisions contained therein violate any Authority rule.

**Response:**

- (a) 1220-4-8-.09(d); 1220-4-8-.09(3).
  - (b) See 2(a) above.
  - (c) See 2(b) above.
  - (d) See 2(c) above.
5. For those terms, conditions, or provisions in BellSouth's CSAs which you contend are anticompetitive, discriminatory, violate state or federal or violate any Authority rule, do you contend that the same terms, conditions, or provision would also be anticompetitive, discriminatory, or violative of state law, federal law, or Authority rule if contained in a Special Contract offered by

- (a) an incumbent local exchange company other than BellSouth; or
- (b) a competing telecommunications service provider?

**Response:**

- (a) Not necessarily, however, the statutes also apply to other companies.
  - (b) Not necessarily, however, 1220-4-8-.07 and the statutes do apply to CLECS.
6. Do you contend that any price for any Telecommunications Service provided for in either CSA KY98-4958-00 or TN98-2766-00 violates the provisions of T.C.A. § 65-5-208(c)? If so, please:
- (a) identify each Telecommunications Service the price of which you contend violates T.C.A. § 65-5-208(c);
  - (b) for each Telecommunications Service identified in response to (a), identify all elements that are essential elements utilized by Competing Telecommunications Service Providers and the rate you contend is applicable to each such element;
  - (c) for each Telecommunication Service identified in response to (a), identify all elements that you contend are competitive elements and the cost you contend is the total long-run incremental cost of each such element; and
  - (d) identify and produce all documents which support your response to this data request.

**Response:**

- (a) CSA TN98-2766-00 Services listed on Attachment III to the contract filed with the Tennessee Regulatory Authority Tariff Filing 99-210.

CSA KY98-4598-00 Services listed on Attachment III to the contract filed with the Tennessee Regulatory Authority Tariff Filing 99-244.

Price discrimination occurs with each service provided under either CSA at a rate that is less than that charged to customers of the same class under approved tariffs. Each such occurrence violates the provision of Tenn. Code Ann. §65-5-208(c) that requires the Authority issue orders and adopt rules that prohibit price

discrimination.

- (b) The Consumer Advocate Division objects to this request as unduly burdensome and further states that the Division has not performed the analysis necessary to determine each Telecommunications Service identified in response to (a), that are elements that are essential elements utilized by Competing Telecommunications Service Providers and as a result cannot respond at the time this discovery is due. The burden of proving the essential elements and proper rate is on BellSouth.
  - (c) The Consumer Advocate Division objects to this request as unduly burdensome and further states that the Division has not performed the analysis necessary to determine each Telecommunications Service identified in response to (a), that are elements that are essential elements utilized by Competing Telecommunications Service Providers and has not prepared or reviewed BellSouth cost studies to identify the cost of each of the elements that would be considered essential elements utilized by Competing Telecommunications Service Providers and as a result cannot respond at this time. The burden of proving the essential elements and costs is on BellSouth.
  - (d) The Consumer Advocate objects to this data request as unduly burdensome. The Consumer Advocate Division submits that all BellSouth CSA's and BellSouth's response to discovery in all contract dockets before the TRA support the Consumer Advocate Division's response. The list of services that are provided under the CSAs at rates less than those charged customers of the same class under approved tariffs are in BellSouth's possession as are copies of BellSouth's approved Tennessee tariffs.
7. If the answer to the foregoing request is in the negative, please explain fully the basis for your answer.

**Response:**

N/A and see response to data request 6.

8. Have you ever been contacted by any person complaining, or expressing concern, or raising questions about either CSA KY98-4958-00 or CSA TN98-2766-00?

**Response:**

The Consumer Advocate Division does not have a record of any specific contact by a

person complaining, expressing a concern, or raising a question specifically about either CSA KY98-4958-00 or CSA TN98-2766-00, but the Division has been contacted by others who were parties to this proceeding concerning BellSouth's CSAs in general. The Consumer Advocate Division has a duty to represent the interest of Tennessee Consumers whether or not any specific consumer complain. Moreover, BellSouth's contracts of adhesion suppress communication.

9. If the answer to the foregoing request is in the affirmative, please:
- (a) identify each such person making a complaint, expressing a concern, or raising questions about either CSA;
  - (b) identify each CSA about which a complaint was made, a concern was expressed, or a question was raised;
  - (c) explain in detail the nature of the complaint, concern or question;
  - (d) explain in detail the action the CAD took to respond to or otherwise address each such complaint, concern or question; and
  - (e) identify all documents that refer or relate to such complaints, concerns, or questions.

**Response:**

See response to Item 8.

10. Please admit that the CAD has not been contacted by any person who is not a party to this docket complaining, expressing concern, or raising any question about either CSA KY98-4958-00 or CSA TN98-2766-00.

**Response:**

Admit. However, the Consumer Advocate Division has a duty to represent the interest of Tennessee Consumers whether or not any specific consumer complain. Moreover, BellSouth's contracts of adhesion suppress communication.

11. If the foregoing request is denied, state all facts which support such denial, identifying the person or persons involved, and identifying and produce all document that refer or relate to each such complaint, concern or question.

**Response:**

See response to item 10.

12. Please admit that the CAD is not aware of any person who is similarly situated to the customer who is a party to either CSA KY98-4958-00 or CSA TN98-2766-00, who has requested services from BellSouth under the terms and conditions set forth in either CSA KY98-4958-00 or CSA TN98-2766-00, whose request has been denied by BellSouth.

**Response:**

Denied.

13. If the foregoing request is denied, state all facts which support such denial, identify the person or persons whose request was denied, and identify and produce all documents that refer or relate to such request and BellSouth's denial of each such request.

**Response:**

The Consumer Advocate Division objects to this request as unduly burdensome but in good faith submits the following.

All customers within the same class as those provided service under either CSA KY98-4958-00 or CSA TN98-2766-00 who have requested or are receiving service from BellSouth, have requested and are entitled to service at rates no higher than those charged any other customer within the class. Therefore BellSouth has denied service to the customer at the same terms and conditions as provided to another customer within the same class that has requested or is presently purchasing any of the services provided under CSA KY98-4958-00 or CSA TN98-2766-00 at tariffed rates.

The Consumer Advocate Division submits that all business customers seek the highest service discount and the lowest rates. In addition all customers with special contracts sought the best rate for eligible services.

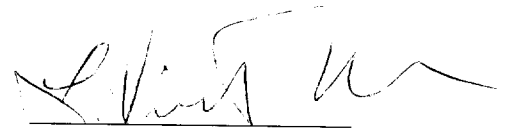
Moreover, it is axiomatic when comparing appendix II of contract TN98-2766-00 with Appendix KY98-4598-00 the customer in the former contract would have wanted his discount to begin at the \$2 million volume level. It was discriminatory of BellSouth not to provide discounts at the \$2 million volume in both contracts. At a \$4,750,000 volume level the customer "savings" would equate up to \$522,500 instead of \$310,650. This discrimination is pervasive throughout BellSouth's special contract offerings. All of the

discounted prices are within BellSouth's possession and knowledge. See also CAD's other responses to BellSouth's discovery requests.

14. Produce copies of all documents identified in response to these data requests.

**Response:**

The Consumer Advocate Division objects to request item 14 as unduly burdensome and directs BellSouth to the Discovery Request in this and related dockets. See also the CAD's responses to other requests herein.

  
L. Vincent Williams



CERTIFICATE OF SERVICE

I hereby certify that this document was served on parties of record by U.S. Mail or by facsimile this 16<sup>th</sup> day of July, 1999.

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