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November 6, 1995

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 950737-TP
Investigation into Temporary Local Number Portability Solution to
Implement Competition in Local Exchange Telephone Markets

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen copies of GTE Florida Incorporated's Posthearing Statement in the above matter. Also enclosed is a diskette with a copy of the Posthearing Statement in WordPerfect 5.1 format.

Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 228-3094.

Very truly yours,

Kimberly Caswell

KC:tas
Enclosures

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Investigation into)
temporary number portability) DOCKET NO. 950737-TP
solution to implement) Filed: November 6, 1995
competition in local exchange)
telephone markets.)

POST-HEARING STATEMENT OF GTE FLORIDA INCORPORATED

In accordance with Florida Administrative Code Rule 25-22.056(3), GTE Florida Incorporated (GTEFL) files its post-hearing statement on the issues identified for resolution in this proceeding.

GTEFL's Basic Position

** GTEFL's proposed remote call forwarding charges of \$1.25 monthly per line, \$.75 for each additional path, are plainly reasonable. They are lower than all other states' prices discussed in this case and include the contribution to shared costs that is necessary for any firm to remain viable. **

The stipulation among the parties to this docket resolved most of the issues relative to a temporary number portability solution. The parties designated remote call forward (RCF) as that solution, and agreed that cost recovery would be through monthly, per-line charges assessed to the alternative local exchange carrier (ALEC) or local exchange company (LEC) ordering the service.

Only the critical issue of RCF price remains for resolution. GTEFL has proposed RCF prices of \$1.25 per line per month, \$.75 for each additional path, and nonrecurring service charges of \$11.00 per residence order and \$14.00 per business order. Testimony at the hearing revealed these prices to be patently reasonable. They are lower than the approved and proposed per-line RCF charges in

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all of the other states discussed at the hearing. (Guedel/AT&T, Tr. 300; Engleman/Time Warner (TW), Tr. 227; Price/MCI Metro (MCI), Tr. 272.) Even here in Florida, the RCF price of \$1.50 per line stipulated between Teleport Communications Group Inc. (TCG) and Southern Bell is higher than GTE's proposed \$1.25 per line. (Kolb/Bell, Tr. 62.)

Consistent with the stipulation and Florida law, RCF prices for each LEC must be above their underlying costs. The price should include some contribution to the LECs' shared costs. Firms cannot remain in business if they do not recover these costs in service prices. (Price/MCI, Rebuttal Testimony (RT) 3; Menard/GTEFL, Tr. 140; Guedel/AT&T, Tr. 301-02.) Disallowing recovery of shared costs for wholesale inputs such as RCF will force the LECs' retail prices higher, to the detriment of the ultimate consumer. The Commission should thus reject the ALECs' position that RCF prices should be set no higher than long-run incremental cost (LRIC).

Issue 1: What is the definition of temporary number portability pursuant to Section 364.16(4), Florida Statutes?

** This issue was resolved by the stipulation signed by the parties in this docket and approved by the Commission in its Order number PSC-95-1214-AS-TP, dated October 3, 1995. **

Issue 2: What technical solutions will be available by January 1, 1996, to provide temporary number portability?

** The stipulation in this docket resolved this issue. **

Issue 3: What are the advantages and disadvantages of each solution identified in Issue 2?

** It is not necessary for the Commission to vote on this issue because the stipulation designated RCF as the temporary number portability solution that will be implemented. Nevertheless, if the Commission deems it necessary to address this issue, GTEFL adopts Southern Bell's position. **

This issue contemplates that the Commission will need to weigh the relative advantages and disadvantages of various portability solutions to determine which should be adopted. This process is no longer necessary because the stipulation approved in this proceeding designated RCF as the interim solution required by Florida Statute section 364.16(4). The Commission's deliberating and voting on the merits of RCF would thus be a meaningless exercise because RCF will be deployed in any case. (See Menard/GTEFL, Tr. 161; Poag/Sprint/United, Tr. 187.)

In particular, the advantages or disadvantages of RCF should not be factored into the price set for the service, as Time Warner witness Engleman seems to suggest. (Engleman/TW, TR 5-6.) All of the parties to the stipulation, LECs and ALECs alike, recognized that RCF has certain drawbacks that make it unsuitable as a permanent portability mechanism. (See Devine/MFS, RT 2.) But there is no justification or basis for granting an arbitrary "discount" off the RCF price that might otherwise apply because the service is not perfect. The only relevant consideration in setting the RCF price is the cost of the service, as reflected in the statute and the stipulation. That price, as GTEFL explains more

fully below, must include recovery of all relevant costs, including shared costs.

If, contrary to GTEFL's position, the Commission decides it should rule on the advantages and disadvantages of RCF, then GTEFL adopts Southern Bell's position on this matter and also directs the Commission to Sprint/United witness Poag's hearing testimony. Mr. Poag explained that many of the claimed drawbacks of RCF are illusory or have been overstated. (Poag/Sprint/United, Tr. 187-91.)

Issue 4: What costs are associated with providing each solution identified in Issue 2?

** The general categories of costs associated with providing RCF are service implementation, central office equipment software, and interoffice networking. GTEFL's cost study submitted in this docket shows its specific, long-run incremental costs, to which shared costs must be added to calculate appropriate cost recovery. **

The general categories of costs associated with providing RCF are (1) service implementation; (2) central office equipment software; and (3) interoffice networking.

With regard to service implementation, GTEFL has projected service order costs of \$7.45 per residence order and \$12.35 per business order. These costs are based on secondary service charges for comparable services (e.g., call forwarding) offered today to enhanced service providers (ESPs). GTEFL's projected costs for RCF do not even include performing the necessary switch translations associated with each RCF order (Menard/GTEFL, Tr. 159, 139)--costs

which even Time Warner witness Engleman recognizes as proper for LECs to include in their studies. GTEFL will be able to more exactly analyze and determine the costs associated with NRCs for RCF after the service has been in place for about 6 to 12 months. (Menard/GTEFL, Tr. 159-60.)

GTEFL's LRIC study for RCF submitted in this docket details the elements included in the monthly recurring cost of this service. That study assumes the RCF will be provided using DMS and 5E switches. As reflected in the study, GTEFL's cost of providing RCF on the first line is \$1.11, and \$.50 for each additional line. (Menard/GTEFL, Tr. 142.) These LRIC figures do not include any shared costs, such as right-to-use fees associated with the applicable software; any necessary line card assignments for the 5E switch; billing and collections functions; or directory listings. Although these costs cannot be directly associated with only RCF, they are an essential part of doing business and are properly associated with each service, including RCF.

Most importantly, GTEFL's LRIC study does not reflect the cost of providing RCF using GTD5 switches, even though those switches currently serve about 75% of GTEFL's access lines. (Menard/GTEFL, Tr. 143, 161.) If GTEFL had included the GTD5 in its cost study, the total monthly cost of RCF per line would be \$4.65, more than four times higher than the per-line figure shown in the study GTEFL submitted. (Menard/GTEFL, Tr. 144.)

Even though GTEFL has no current plans to replace its GTD5 switches, it concluded that a forward-looking cost study based on

more advanced switching technology would be more appropriate for purposes of proposing an RCF price in this matter than a study including its substantial proportion of GTD5s. As such, GTEFL did not recommend an RCF price based on costs of \$4.65 per line, even though those costs more accurately reflect the make-up of GTEFL's network. (Menard/GTEFL, Tr. 143-44.) GTEFL's choice of inputs for its cost study proves that the Company did all it could to present the lowest possible RCF costs as a basis for establishing the price for this feature.

Issue 5: How should the costs identified in Issue 4 be recovered?

** In accordance with the stipulation, the LEC's costs must be recovered in RCF prices to be charged to ALECs on a monthly, per-line basis. Prices must include an appropriate level of shared costs. GTEFL's proposal of \$1.25 per line, and \$.75 for each additional line is plainly reasonable. **

This issue can be read to require resolution of two matters-- (1) the specific price to be charged for RCF, and (2) the mechanism by which RCF costs will be recovered.

The stipulation in this case settles the second matter. It states:

The recurring price for Remote Call Forwarding will be on a per-line, per-month basis and will be uniform throughout an individual LEC's existing service territory. The price charged by an individual LEC for Remote Call Forwarding shall not be below the costs of that LEC to provide Remote Call Forwarding for purpose of providing temporary number portability. The price charged for Remote Call Forwarding offered by an ALEC will mirror the price charged by the LEC.

It is thus clear that LECs and ALECs must charge each other

for RCF on a per-month, per-line basis. (Kolb/Bell, Tr. 121; Menard/GTEFL, Tr. 156.) Certain ALECs in this proceeding initially proposed cost recovery mechanisms that would spread the LEC's RCF costs over the entire base of LEC and ALEC subscribers or that would require each LEC or ALEC to bear its own RCF costs. (Devine/MFS, Direct Testimony (DT) 5-6; Price/TW, Tr. 262.)¹ However, these mechanisms were apparently devised before execution of the stipulation in this case, and it seems that they have now been dropped in light of the contrary terms in the stipulation. (Price/MCI, Tr. 262-63, 281-82, DT 3, 12.)² Because the stipulation governs this issue, it is not necessary to further discuss any mechanisms that deviate from the per-line, per-month charge it prescribes.

The stipulation does not, however, resolve the matter of price for RCF. RCF pricing is the primary controversial issue remaining

¹ The ALECs' novel arguments for allocating RCF costs to the entire LEC and ALEC customer basis includes, for example, the notion that RCF benefits both the ALEC customer (who need not change his telephone number) and the LEC customer (who need not learn a new number for the called party). (See Tr. 80-82.) But this idea could be extended to virtually all telecommunications services, which, by definition, involve communication between (and thus a benefit for) at least two parties. (Consider, for example, call waiting and call forwarding.) It defies reason, however, to use the fundamental nature of telecommunications to justify a departure from the policy that imposing the cost of a service on the cost causer is best for consumers and encourages rational competition.

² MFS witness Devine proposed spreading the cost of RCF over the entire body of LEC and ALEC subscribers. Because Mr. Devine's testimony was stipulated into the record, the parties were not able to examine him about the effect of the stipulation on his proposal. Others with similar interests, however, acknowledge that Mr. Devine's proposal is contrary to the stipulation. (See, e.g., Guedel/AT&T, Tr. 300-01.)

in this docket, with LECs and ALECs divided over whether shared costs should be included in RCF prices.

Leaving aside for a moment the conceptual basis for the pricing dispute between the LECs and ALECs, it is worthwhile to consider just the prices GTEFL has proposed for its RCF offering. As noted, GTEFL would charge \$1.25 monthly per ported line, \$.75 for each additional path, and \$11.00 and \$14.00, respectively, for residence and business service order charges. (Menard/GTEFL DT 3, 5, Tr. 131.)

GTEFL established the nonrecurring service order charges by reference to the prices charged to ESPs for comparable features, like call forwarding. There is no legitimate basis for different service order charges for the same types of features. (Menard/GTEFL, Tr. 139.) It is also important to understand that GTEFL's proposed service order charges are per order (rather than per line) for an end user customer. The same charges would apply regardless of the number of paths requested in a given service order. (Menard DT at 5.)

Turning to GTEFL's per-line RCF prices, GTEFL has made every effort to set them as low as possible. As noted above, GTEFL performed a forward-looking RCF cost study, rather than one which reflects GTEFL's existing, higher-cost network. If GTEFL had included its GTD5 switches in its study, per-line costs would have risen from \$1.11 to \$4.65. (Menard/GTEFL, Tr. 144.) GTEFL would then have been compelled to make a pricing recommendation in excess of that \$4.65. While GTEFL could legitimately have proposed this

higher price level, the Company did not believe this approach would be reasonable for negotiating purposes. It is reasonable, however, for the Company to expect the RCF price to include a modest increment over LRIC to at least partially compensate GTEFL for the exclusion of the much higher GTD5 costs from the study that produced the \$1.11 figure. (Menard/GTEFL, Tr. 144.)

GTEFL's proposed RCF portability prices compare very favorably with those in other states, as well as the only stipulated price in this state. Time Warner witness Engleman stated at the hearing that the respective business and residential RCF recurring prices proposed by New York Telephone are \$4.00 and \$8.00, respectively. (Engleman/TW, Tr. 227.) MCI witness Price was not surprised to learn that the RCF price in Iowa is \$4.00 and in Illinois it is \$3.00. (Tr. 272.) NYNEX charges Metropolitan Fiber Systems (MFS) \$2.00 and \$4.00 per line monthly for residential and business RCF, respectively. (Guedel/AT&T, Tr. 300.) In Florida, TCG and Southern Bell have agreed on a per-line monthly RCF price of \$1.50, \$.75 per additional path, and a service connection charge of up to \$25.00. (Kolb/Bell, Tr. 62-63.) Southern Bell's witness Kolb testified that RCF prices would have been higher--\$2.00 or perhaps more--outside the context of the multi-issue stipulation in which the \$1.50 price was negotiated. (Kolb/Bell, Tr. 63.) Even if this \$2.00 price were to become necessary, it would still be the second lowest known in the country today. (Kolb/Bell, Tr. 63, 100.)

Furthermore, Sprint/United, like GTEFL, has proposed an RCF price of \$1.25 for the first ported line. (Poag/Sprint/United, Tr.

171.) As the Staff effectively proved at the hearing, Sprint/United's corporate structure places it in a unique position in this proceeding. It must balance the interests of its United and Centel local exchange operations with the interests of Sprint, the IXC parent of both United and Centel, and with possible future ALEC businesses. (Poag/Sprint/United, Tr. 183-85.) The fact that GTEFL has proposed the same per-line price as Sprint/United, whose interests lie in all the lines of business represented in this docket, is a powerful indication that this price is reasonable.

Focussing on price alone, it appears that at least some ALECs would not oppose GTEFL's \$1.25 recommendation. MCI Metro's witness Price, for example, testified that "[b]ased on information that has been shared by GTE and Sprint/United, it appears that the monthly price per line should in no event exceed \$1.25." (Price/MCI, DT 13.) (This "information" apparently included cost information. (Price/MCI, Tr. 283-84.)) GTEFL's proposed price, of course, meets this condition. It is, moreover, several times lower than GTEFL's currently tariffed price RCF of \$16.00 (Menard/GTEFL DT 3), thus satisfying Mr. Price's criterion that the "wholesale" RCF price be substantially below the retail price. (Price/MCI, DT 3)

The pricing policy issue noted above, however, has prevented agreement on price. There is no dispute that the prices charged for RCF must cover their costs. This requirement appears both in the stipulation and in Florida Statutes section 364.16(4). However, the ALECs continue to argue that the RCF price should cover just its incremental costs, with no recovery of shared costs.

(Devine/MFS, RT 1,4; Price/MCI, DT 3, RT 2-3; Guedel/AT&T, DT 7-8.)

Before even reaching the shared costs debate, however, certain ALECs would deny recovery of even some long-run incremental costs. Time Warner, for example, has proposed a per-line monthly price of just \$1.00 for two paths, (Engleman/TW, DT 10),³ which does not cover even the one-path RCF LRIC for GTEFL. Menard/GTEFL, Tr. 139. Time Warner witness Engleman admitted that this proposal was not based on any local exchange company-specific costs, Florida-specific costs, or, for that matter, any other types of costs. (Engleman/TW, Tr. 225, 228, 233.) MCI witness Price proposed that additional paths should be free of charge, even though he acknowledged that there are costs associated with the facilities for providing those paths. (Price/MCI, Tr. 265, RT 4.) Without recovery of these additional costs in the RCF price, that price could well fall below incremental cost. The ALECs' statements show that they made no attempt to recommend prices which would meet the statutory requirement. GTEFL believes the ALECs' approach--arbitrarily choosing a price without regard to underlying costs--underscores the unreasonableness of some ALECs' positions in this docket.

Further, the ALECs' recommendation to exclude shared costs from RCF prices is untenable and inimical to an efficiently

³ Staff also initially proposed a per-line price of \$1.00 in its Prehearing Statement for purposes of helping parties prepare for hearing. GTEFL believes, however, that the Staff is well aware of the requirement that RCF rates exceed costs, and that it has abandoned its pricing recommendation in light of the LECs' cost studies.

functioning competitive marketplace. Shared costs, as explained above, are those costs which cannot be directly associated with any particular service, but are nonetheless incurred by a firm in providing its services. (Poag/Sprint/United, Tr. 173-74, 195-96.) Shared costs include, among other things, software right-to-use fees, billing and collections, and directory listings. (Menard/GTEFL, Tr. 145.)⁴ Services must typically be priced significantly above LRIC to recover these types of costs. (Poag/Sprint/United, Tr. 172, 179.) ALECs and LECs agree that a company that does not recover its shared costs cannot remain in business. (Menard/GTEFL, Tr. 140; Guedel/AT&T, Tr. 301-02; Price/MCI, RT 3.) So many of a firm's costs are shared or common that, as Sprint/United witness Poag testified, its revenues would drop 50% to 60% if services were priced solely on incremental costs. (Poag/Sprint United, Tr. 172.)

This outcome is exactly what the ALECs recommend for the LECs. Certain ALECs would deny recovery of shared costs in RCF prices solely on the basis that RCF is a purportedly necessary input for ALECs to be viable competitors. (Price/MCI, Tr. 267, RT 3; Guedel/AT&T, DT 7-9.) Accepting this position will create very dangerous precedent.

The new Florida telecommunications law opens the local exchange to competition. To enable such competition to develop, the LECs are required to unbundle their networks and to provide

⁴ GTEFL has not included overheads such as land and buildings, electricity, and the like in its shared costs for purposes of this docket.

interconnection to other companies. By statutory mandate, therefore, the LECs' role will increasingly become that of wholesaler to other carriers. It will provide network features and functionalities that competitors claim to need to provide their services. RCF is just one among a great number of so-called "monopoly inputs" that ALECs will surely ask the LECs to provide.

If shared costs are left out of RCF prices, there is no rational basis for including such costs in the prices of any other of the LECs' wholesale services. Certainly, if the ALECs are successful in convincing the Commission of their pricing position in this docket, they will continue to advance this position in other instances involving wholesale inputs to their services. Given the undisputed fact that LECs must recover all of their costs--including shared costs--to remain in business, they will then need to load these costs that cannot be recovered in wholesale prices onto the retail services sold directly to end users. This is exactly the approach the ALECs recommend (Price/MCI, Tr. 269; Guedel/AT&T, Tr. 302), and there are a number of problems with it.

The retail prices of price-regulated LECs (which will include GTEFL as of January 1, 1996) are narrowly constrained by law. Rates for these LECs' basic local service are frozen for at least three years. Fla. Stat. Ch. 364.051(2)(a), 3(c). The price for a nonbasic service category cannot increase more than 20% a year if there is competition for the service in the LEC's territory. If there is no such competition, the price may not go up more than 6% a year. Fla. Stat. Ch. 364.051(6)(a).

Given these constraints, there can be no assurance that LECs can recover shared costs even in their retail rates. For instance, if there is no competition for a particular service category, such that price increases are limited to 6% annually, recovery of shared costs will be impossible if it would produce rates which exceeded the statutory ceiling. And if there is competition for a service category, thus allowing relatively higher price increases, the LEC will still be effectively prevented from raising its prices to the allowed levels. It is axiomatic that effective competition forces prices closer to their costs. Faced with competition, it would be suicidal for a LEC to raise its prices. Yet this is exactly what the LEC would need to do if the Commission accepts the ALECs' recommendation that LECs should recover shared costs in their retail rates. The result is that the LECs' customer will be driven to ALEC competitors providing the same services at lower prices. Indeed, MCI witness Price confirmed that his company would benefit from a LEC competitor having to raise its price for a given service. (Price/MCI, Tr. 271.)

GTEFL recognizes that the Commission has no obligation to protect any competitor. But it is required to promote rational competition. Denying recovery of shared costs in wholesale inputs, such as RCF, will financially cripple the LEC for reasons that have nothing to do with its efficiency or skill in the marketplace. Imposing artificial regulatory disadvantages on the LECs will ultimately harm consumers, who will be denied the benefits typically associated with an open and fair competitive marketplace.

A further reason for the Commission to scrupulously avoid unduly damaging the LECs' financial viability is that they will retain the carrier of last resort obligation until at least 2000. Fla. Stat. Ch. 364.025.

The ALECs' position on denying should cost recovery in wholesale inputs, such as RCF, is unprecedented in Florida. Other types of wholesale inputs--access services, for example--have never been subject to any kind of policy limiting recovery to incremental cost. (See Price/MCI, Tr. 268-69.) And regulators elsewhere--for example, Illinois--have allowed a reasonable level of recovery of shared costs in RCF prices, (Devine/MFS, DT 11-12), which is all that GTEFL is asking in this proceeding.

Finally, GTEFL reminds the Commission that the stipulated conditions governing provision of RCF are reciprocal in nature. The RCF prices ALECs charge to LECs are required to mirror those LECs charged to ALECs. The LECs are well aware that they will be assessed the same charges not only in their capacity as LECs, but also when they expand beyond their service territories and seek ALEC certification, as is likely. (Poag/Sprint/United, Tr. 184.) This consideration supports the fairness of the rates GTEFL has proposed.

Issue 6: What is/are the most appropriate method(s) of providing temporary number portability?

** The stipulation in this docket resolved this issue. **

Issue 7: What are the appropriate parameters, costs and standards for the method(s) identified in Issue 6?

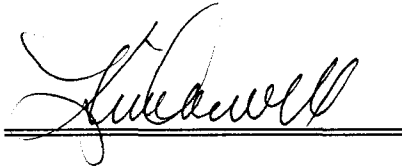
** The stipulation in this docket resolved this issue. **

Issue 8: Should the docket be closed?

** This docket should be closed upon the Commission adopting GTEFL's positions on the issues remaining for resolution. **

This docket should be closed upon the Commission's accepting GTEFL's proposed RCF prices and its positions on the other matters still open for resolution. Some parties have suggested that the docket should remain open to determine a permanent number portability solution. (Devine/MFS, FT 6-7; Engleman/TW, TR 7.) GTEFL, of course, does not oppose continuing efforts to devise a permanent solution. In fact, GTEFL witness Menard is a member of the Number Portability Standards Group charged with this task. (Menard/GTEFL, Tr. 148.) However, GTEFL believes that closing this docket would be most consistent with its intended purpose of settling the narrow question of an interim portability solution. It would also be the neatest procedural option. If the parties cannot resolve the matter of a permanent solution without Commission intervention, then another docket can be opened at that time for that purpose. (See Kolb/Bell, Tr. 62.)

Respectfully submitted on November 6, 1995.

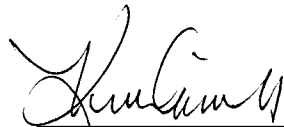
A handwritten signature in cursive script, appearing to read "Kimberly Caswell", is written above two parallel horizontal lines.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of GTE Florida Incorporated's Posthearing Statement in Docket No. 950737-TP were sent by hand-delivery (*) or overnight delivery (**) on November 6, 1995 to the parties on the attached list.



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