Jill Nickel Butler
Director of Regulatory Affairs

TIME WARNER
COMMUNICATIONS

ORIGINAL
FILE COPY

November 6, 1995

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

via hand delivery

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

Dear Ms. Bayo:

Enclosed for filing please find an original and fifteen copies of Time Warner AxS of Florida, L.P.'s and Digital Media Partners' Posthearing Brief for the above-referenced docket. You will also find a copy of this letter and a diskette in Word Perfect 5.1 format enclosed. Please date-stamp the copy of this letter to indicate that the original was filed and return to me.

If you have any questions regarding this matter, please feel free to contact me. Thank you for your assistance in processing this filing.

Respectfully,

Sue E. Weiske JNB

Sue E. Weiske
Regulatory Counsel

SEW/jnb
Enclosures

cc: All Parties of Record (w/ enclosure)

TR
AG
EG 1
IN 5

RECEIVED & FILED

DOCUMENT NUMBER-DATE
10924 NOV-6 95

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Investigation into Temporary Local Telephone Number Solution to Implement Competition in Local Exchange Telephone Markets	Docket No. 950737-TP Filed: November 6, 1995

POSTHEARING BRIEF OF TIME WARNER AxS OF FLORIDA, L.P. AND DIGITAL MEDIA PARTNERS

Time Warner AxS of Florida, L.P., and Digital Media Partners (collectively, "Time Warner"), pursuant to Florida Administrative Code Rule 25-22.056, respectfully submits the following Posthearing Brief in the above-captioned docket to the Florida Public Service Commission ("FPSC" or "Commission).

I. TIME WARNER'S BASIC POSITION

The Florida Legislature, finding that the competitive provision of local telecommunications services is in the public interest, has given the FPSC the responsibility of overseeing the transition from monopoly to competition.[1] As an integral part of this transition, the Legislature has recognized the importance of giving consumers the ability to change local service providers without being disadvantaged, deterred, or inconvenienced by having to give up the consumer's existing local telephone number. Thus, it has required that a temporary number portability solution be established no later than January 1, 1996.[2]

[1] Chapter 364.01(3), Florida Statutes
[2] Chapter 364.16(4), Florida Statutes

The parties to this docket have agreed that the available number portability mechanism which can be implemented at this time is Remote Call Forwarding (RCF).[3] It is the only mechanism which can be implemented by January 1, 1995 without substantial expense. However, RCF as a temporary number portability mechanism is fraught with problems.[4] From a new alternative local exchange provider perspective, these problems include set-up delays, possible customer confusion from having two numbers, the fact that some services will not work with RCF, and the loss of information on terminating access which results in a loss of terminating access revenue to the alternative local exchange company (ALEC).[5] All of these problems affect the ALEC's ability to compete with the incumbent local exchange companies (LECs) by either creating inconveniences for ALEC customers or by reducing ALEC revenues.

The purpose of the remainder of this proceeding is to establish the prices, terms, and conditions for temporary number portability. Time Warner believes the numerous disadvantages associated with RCF for temporary number portability should be taken into account when setting its price. Chapter 364.16(4) requires that the prices and rates for temporary number portability not be below cost. Time Warner believes that the appropriate cost standard should be Total Service Long Run Incremental Cost (TSLRIC). Further, in order that the prices for

---

[3] See Order No. PSC-95-1214-AS-TP. October 3, 1995. Florida Public Service Commission in Docket No. 950737-TP
[4] See Devine TR 28; Engleman TR 210-211; Price TR 247-248; Exhibit 21
[5] See Exhibit 7

temporary number portability take into account the numerous disadvantages of the available solution and not be a deterrent to the development of local competition, Time Warner believes that the FPSC should set prices at TSLRIC, with no additional contribution, as did the Washington Utilities and Transportation Commission.[6] The LECs have filed TSLRIC studies, at least one of which inappropriately includes costs such as land and buildings[7], a cost of equity higher than that set by the Commission[8], and shared costs for software for which there is no evidence that they are not already being covered.[9] The Commission should adjust the LECs' cost study results to remove these inappropriate costs. Further, the LECs have proposed prices that are in excess of even their own inflated costs. These prices will act as a deterrent to the development of local competition.[10] Just as a discount was offered for inferior access in the long distance market, so should the Commission consider these technical deficiencies by setting the price for RCF at TSLRIC.[11] When adjustments are made to the LEC costs to remove inappropriate inclusions, the price proposed by Time Warner, $1.00 per month for two paths, and $.50 per month for each additional path, with a $10.00 per order nonrecurring charge, cover costs, as required by Chapter 354.16(4).

---

[6] See Fourth Supplemental Order Rejecting Tariff filings and Ordering Refiling; Granting Complaints, in Part. October 31, 1995. Washington Utilities and Transportation in Docket Nos. UT-941464, 941465, 950146, and 950265

[7] See Kolb TR 68

[8] See Kolb TR 92

[9] See Price TR 274; Kolb TR 77

[10] See Price TR 268; Devine TR 45; Engleman TR 219

[11] See Engleman TR 222; Guedel TR 296

Because of the problems associated with Remote Call Forwarding, the Commission should not limit experiments for other number portability mechanisms, and should work toward a permanent data-based solution as quickly as possible.[12] To accomplish this, it should leave this docket open until permanent solutions are found. The Federal Communications Commission, in its Order on Remote Call Forwarding, encouraged the states to participate in working toward a permanent solution to service provider number portability. Although the Florida Commission is not required to adopt a permanent solution until a national solution is adopted, the Commission should take its position at the forefront of competition, and should act as a facilitator toward a permanent solution or solutions, and should keep this docket open to do so. In the alternative, it should immediately open a new docket to address these issues.

II. TIME WARNER'S SPECIFIC POSITIONS

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

** This issue is resolved by the approved stipulation. **

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

** This issue is resolved by the approved stipulation. **

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

** The advantages and disadvantages of Remote Call Forwarding (RCF) as a temporary number portability mechanism are

[12] See Devine TR 39

as compiled by Staff in Exhibit 7. The disadvantages outweigh the advantages, and the Commission should take this into account in setting the price for RCF for temporary number portability. **

Time Warner has agreed to RCF as a temporary number portability mechanism because it is the only mechanism available today known to be workable. However, it has significant disadvantages.[13]

The major disadvantages of RCF from the perspective of the ALEC are the effect on some features and functions which will affect ALEC customers' service quality (additional call setup time)[14], customer confusion (by having two numbers--not only the ALEC customer, but also customers receiving calls from the ALEC customer)[15], opportunity to purchase services and functionality of those services (such as Caller ID and Return Calling)[16], and potential loss of access charge revenue on calls terminating to ported numbers.[17]

Sprint United (UTF) witness Poag's attempt to minimize the importance of items such as call delay, customer confusion, loss of access revenues, 911 issues, caller ID correctness on ported number originated calls was contradicted by all of the ALEC witnesses, and not disputed by any other LEC witness.[18] From the perspective of the ALEC, any inconveniences its customers must

[13] See Exhibit 7
[14] See Poag TR 189; Engleman TR 210-211; Price TR 250
[15] See Engleman TR 231, 232, 237
[16] See, e.g., Engleman TR 235
[17] See, e.g., Engleman TR 210-212; Price TR 247-248
[18] See Devine TR 28; Price TR 247-248; Exhibit 21; Engleman TR210-211

endure compared to the incumbent LEC are deterrents to competition. An example is the assignment of two numbers. It seems simple to say ALECs just have to let their customers know they have two numbers, but just the fact that this have to be explained is an additional burden to the ALEC and its customers.[19]

The fact of the matter is that as far as RCF for temporary number portability is concerned, consumers using an ALEC must choose between two types of disadvantages: either they must give up their existing phone number, or to keep their phone number, they must deal with the disadvantages associated with RCF. In either case, customers will have a "price to pay" for choosing an ALEC. This will be a deterrent to the development of local competition, and should be recognized by the Commission in setting the price for RCF used for temporary number portability.

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

** The appropriate cost standard the Commission should use in determining the price is Total Service Long Run Incremental Cost (TSLRIC).[20] Shared costs are not part of a TSLRIC study.[21] Functions associated with RCF used for number portability include service implementation, central office equipment and software, and interoffice transport.[22] **

---

[19] See Engleman TR 235
[20] See Price TR 264; Guedel TR 295
[21] See Poag TR 175
[22] See Engleman TR 213, Kolb TR 55

All three LECs provided what they called TSLRIC cost studies[23] However, the LECs inappropriately included costs which are not appropriate in a TSLRIC study. By definition, shared costs not directly attributable to a specific service are not a part of TSLRIC study. Costs incurred because of other services, particularly if such costs are not direct costs, should not be part of TSLRIC studies.[24]

Cross examination of Southern Bell witness Kolb revealed that Southern Bell's cost study was inflated by inappropriately included costs. Witness Kolb admitted that land and buildings are shared costs, which, by definition, are not part of an incremental cost study such as TSLRIC, and should not be considered. As witness Kolb noted, land and buildings are also used to offer other services beyond RCF.[25]

Witness Kolb indicated that the cost of capital used in the incremental cost study was 16%, despite not knowing the Commission-approved return on equity. He indicated that the figure used was an attempt to look into the future and determine future capital requirements.[26] The appropriate cost of capital used should be the Commission-approved ROE.

Right-to-use fees are paid based on a package of features, and the amount per package does not vary depending on how many of the features are used. Thus, it appears that the input to Southern Bell's cost study of right-to-use fees may be, in some

[23] See Exhibit 13, Menard TR142, Exhibit 11, Kolb TR 64, Exhibit 15, Exhibit 4, p. 30
[24] See Price TR 264, Poag TR 175
[25] See Kolb TR 70, TR 87
[26] See Kolb TR 95

cases, overstated. For example, witness Kolb did not know whether the rate in place for RCF already accounted for a right-to-use fee specific to this service.[27] It appears that Southern Bell's cost study accounts for the right-to-use fees by attributing them totally to remote call forwarding, despite the fact that other services may also use the features, and the cost may be shared among several services. Rather than divide the cost among the various services, according to witness Kolb, Southern Bell multiplies it, thus recovering the shared right-to-use cost from each and every service using the feature package.[28] Thus, it was unclear whether the allocation of right-to-use fees was done properly for each type of service and not just to RCF.

Unlike Southern Bell, it appears that Sprint United/Centel excluded buildings and land, excluded inappropriate shared software costs, and used a reasonable cost of capital. Although Sprint United/Centel did not conduct an actual nonrecurring cost study, from a cost perspective it appears that Sprint United/Centel's nonrecurring price proposal is reasonable, and consistent with Time Warner witness Engleman's proposal.

Time Warner is still not persuaded that GTEFL's numbers for its incremental cost study are correct. It is impossible to ascertain, based on the information provided, whether land and buildings, and shared software were properly excluded.

Time Warner witness Engleman agreed that the LECs do incur slight additional costs for additional paths; however, with each

---

[27] See Kolb TR 77
[28] See Kolb TR 75, TR 79

additional path, the amount of usage declines.[29] The incremental cost for an additional path should be small because the use of the second path is substantially less than the primary path.[30]

Further, GTEFL's and Southern Bell's development of nonrecurring costs is also flawed. None of the LECs had used actual experience to develop the costs,[31] but, rather, used proxies of individual business customers, as in the case of Southern Bell, and of individual residential and business customers in the case of Sprint United/Centel and GTEFL. Although each LEC agreed it would be dealing with ALECs and not end user customers for ordering RCF for temporary number portability,[32] no LEC took this fact into account when developing its nonrecurring costs. Services ordered in bulk from a carrier are likely to be much more efficient and less time consuming than dealing with an individual customer, so the nonrecurring costs cited by the LECs are overstated as well.

Southern Bell's incremental cost study results are flawed and should be adjusted to delete costs inappropriately included in a TSLRIC study. Sprint United/Centel's cost study appears to avoid these problems, but it is not possible to ascertain whether this is the case for GTEFL's cost study. Further, nonrecurring costs should be adjusted to reflect the economies to the LECs of dealing with ALECs for ordering, rather than end users.

---

[29] See Engleman TR 220
[30] See Engleman TR 213, TR 221
[31] See Poag TR 195; Menard TR 148; Kolb TR 66
[32] See Kolb TR 107, Poag TR 186, Menard TR 150

<u>ISSUE 5:</u> How should the costs identified in Issue 4 be recovered:

** Costs should be recovered through a price per line with two paths of $1.00, and $.50 per additional path. Nonrecurring charges should be $10.00 per order[33]. Prices should not exceed TSLRIC[34] to reflect the shortcomings inherent in RCF as a temporary number portability mechanism[35] and to encourage local competition. **

Because number portability is such an important input to the development of local competition and because of its numerous shortcomings, the Commission should set the price for this essential service at TSLRIC, with no additional contribution. This harms neither the LEC nor the ALEC and is consistent with a recent decision by the Washington Utilities and Transportation Commission.[36] If the FPSC allows the LECs to recover shared costs by this service, they will have little incentive to get to a permanent solution.[37] Sprint United/Centel witness Poag stated that he would never set the price of a competitive service at incremental cost;[38] however, number portability is not a competitive service, but an essential element necessary so that consumers are not disadvantaged, deterred, or inconvenienced by having to give up their existing telephone number when choosing

---

[33] <u>See</u> Engleman TR 215
[34] <u>See</u> Price TR 244
[35] <u>See</u> Price TR 251
[36] <u>See</u> Fourth Supplemental Order Rejecting Tariff filings and Ordering Refiling; Granting Complaints, in Part. October 31, 1995. Washington Utilities and Transportation in Docket Nos. UT-941464, 941465, 950146, and 950265
[37] <u>See</u> Price TR 263
[38] <u>See</u> Poag TR 177

another local service provider. Shared costs should not be recovered from a service so essential to the development of local competition.[39] Every cost LECs can shift to ALECs gives a competitive advantage to LECs and makes it more difficult for ALECs to compete.[40]

In structuring the cost recovery for RCF as a temporary number portability mechanism, the Commission should consider that all customers, not just ALEC customers, benefit from number portability, in that continuing ALEC customers can call their friends who have changed local service providers, without having to call directory assistance.[41] This is similar to the externality that the more people with telephone service, the greater benefit to each individual who has telephone service. As Southern Bell's witness Kolb stated, it is a policy call whether an appropriate mechanism is to allocate the cost of RCF for temporary number portability across the entire customer base, both LEC and ALEC, rather than only the ALECs. The optimal public policy solution would be for each local service provider to recover costs from their own end users.[42] All customers benefit from being able to choose freely among providers.

Absent this approach, the price should cover only long run incremental costs. Even if all the LEC cost studies were done correctly, the prices proposed by the LECs are in excess of their

---

[39] See Price TR 268
[40] See Price TR 252
[41] See Kolb TR 81, Devine TR 32
[42] See Price TR 251

costs, and will be a deterrent to the development of local competition and customer choice.[43]

With adjustments to the costs proposed by the LECs, the prices proposed by Time Warner appear to cover TSLRIC. Certainly, nothing came out in testimony to make Time Warner change its position on price.[44] Indeed, no witness demonstrated that additional costs from RCF are not already being recovered.[45] The prices proposed by Time Warner more than cover the TSLRIC costs as filed by UTF.[46] With the appropriate adjustments to costs as discussed in Issue 4, they cover Southern Bell and GTEFL's costs as well.

Southern Bell believes the TSLRIC costs should be recovered directly from carriers or customers who make use of RCF.[47] However, it is evident that Southern Bell's prices are higher than even its purported incremental costs. Further, Southern Bell has included inappropriate costs in its definition of incremental costs.[48] Southern Bell's witness admitted that the additional equipment added for RCF for temporary number portability mechanism would also be needed to offer other services, that all but one Southern Bell central office are equipped for RCF today, and that their processes would not exhaust in many of the central offices during this period.

---

[43] See Engleman TR 230, TR 219, Price TR 252, Guedel TR 296
[44] See Engleman TR 204
[45] See Price TR 267
[46] See Poag TR 175
[47] See Kolb TR 57
[48] See Kolb TR 68

Southern Bell has proposed a price of $1.50 for the first path, $.75 for additional paths, and a $25 service order charge per end user[49] IF the price is part of a total agreement, such as the one reached by Teleport. If the price for RCF used as a temporary number portability mechanism is set as a stand-alone service, the price would be around $2.00 or higher.[50] The reason for this, according to Southern Bell witness Kolb, was that a higher price for RCF if there was no deal on other issues was premised on the assumption that Southern Bell would not have funds from the universal access mechanism. This approach appears to link the level of payment for RCF for temporary number portability to the level of universal service payments. Given this, it is difficult to see how an ALEC can reasonably negotiate a fair price for RCF from Southern Bell Ironically, Southern Bell's agreement with TCG has no payments to universal service for two years, which is roughly the period of time this temporary mechanism will be in place.

GTEFL proposed prices of $1.25 for the first path, $.75 for additional paths, and nonrecurring costs of $11 per residential order and $14 per business order.[51] GTEFL's witness Menard admitted that the prices she proposed are higher than incremental cost.[52] She was concerned that the nonrecurring price be the same for ALECs as for enhanced service providers (ESPs);[53] however, ESPs are not participants in the development of local exchange

---

[49] See Kolb TR 103
[50] See Kolb TR 57, TR 63, TR 65
[51] See Menard TR 136
[52] See Menard TR 142
[53] See Menard TR 139

competition and consumer choice, which is a goal of the legislature, and the call forwarding used by ESPs is not necessary for the provision of basic service.

Sprint United's prices of $1.25 for the first path and $.50 for additional paths, with a nonrecurring charge of $10.00,[54] are also in excess of Sprint United's incremental cost. Time Warner's proposed prices are also in excess of Sprint United's incremental costs.[55]

All three LEC witnesses have proposed nonrecurring prices based on cost studies which are not based on practical experience[56] and do not take into account the fact that ALEC orders for ported numbers will be bulk orders, not based on dealing with individual customers, as the underlying LEC cost studies used by the LECs assume.[57] Thus, the nonrecurring prices proposed by the LECs are excessive as well.

While not a specific issue in this docket, an idea came up in GTEFL witness Menard's testimony regarding the intercompany handling of requests to change local service providers. The question dealt with the process by which LECs and ALECs would accept change orders from each other, and whether individual letters of authorization would be required. Witness Menard suggested that individual letters not be required, but that each company would agree that if it authorizes a change not authorized by the consumer, it will pay the other company to reconnect the

---

[54] See Poag TR 171
[55] See Poag TR 175
[56] See Menard TR 149, Poag TR 194-195, Kolb TR 110
[57] See Kolb TR 107, Poag TR 186, Menard TR 150

customer to his/her former company.[58] Time Warner believes this is a reasonable process. Requiring individual letters of authorization would certainly place a chill on customers considering changing local service providers.

The Commission should price RCF for temporary number portability at appropriate TSLRIC, and not the prices proposed by the LECs. This approach is in compliance with the requirement in Chapter 364.16(4), Florida Statutes that costs be covered, and is consistent with the Commission's charge to promote competition by encouraging new entrants into telecommunications markets. Time Warner's proposed rates of $1.00 per line for the first two paths, and $.50 for additional paths, with a $10.00 nonrecurring charge per order will accomplish this.

<u>ISSUE 6:</u> What is/are the most appropriate method(s) of providing temporary number portability?

** This issue is resolved by the approved stipulation. **

<u>ISSUE 7:</u> What are the appropriate parameters, costs, and standards for the method identified in Issue 6?

** This issue is resolved by the approved stipulation. **

<u>ISSUE 8:</u> Should the docket be closed?

** No. This docket should remain open so that the number portability standards group can continue to work under the auspices of the Commission for the purposes of investigation and development of appropriate parameters, costs, and standards for

[58] <u>See</u> Menard TR 147

number portability. In the alternative, a new docket should be opened for this purpose. **

Because of all of the problems associated with remote call forwarding as an interim mechanism, the Commission should encourage the parties to continue to explore other alternatives, through discussions, experience gained from other states, Florida trials, or other information.

III. CONCLUSION

The Florida Legislature has recognized that the ability of a consumer to retain his/her local telephone number when changing local exchange providers is an important element in the development of local competition. Because it had no other choice, Time Warner has agreed to Remote Call Forwarding (RCF) as a mechanism to provide temporary service provider number portability. However, Time Warner is quite cognizant of the many disadvantage to RCF which will be deterrents and inconveniences to customers choosing Time Warner. With these in mind, the Commission should price RCF for temporary number portability at total service long run incremental cost (TSLRIC), not including inappropriate shared costs or overhead. Nonrecurring costs should reflect the efficiencies of dealing with an ALEC rather than an end user. This approach is consistent with the requirement in Chapter 364.16(4), Florida Statutes, that prices not be below cost, and with the mandate in Chapter 364.01(4)(d), Florida Statutes, that the Commission act to promote competition.

Time Warner's proposed prices of $1.00 for the first two paths, and $.50 for additional paths, with a $10.00 per order service charge meet these criteria. Any price above this will be a deterrent to the development of local competition and consumer choice and a disincentive to the LECs to reach a long term number portability solution. In the meanwhile, the Commission should encourage parties to work together toward a long term service number portability solution by keeping this docket open, or immediately opening a new docket.

RESPECTFULLY SUBMITTED this 6th day of November, 1996.

Sue E. Weiske JWB

SUE E. WEISKE, ESQ.
Colorado Bar No. 14468
Time Warner Communications
160 Inverness Dr. West
Englewood, Colorado 80112
303/799-5513
303/799-5591 (facsimile)

Counsel for: Time Warner AxS of Florida, L.P. and Digital Media Partners

CERTIFICATE OF SERVICE
DOCKET NO. 950737-TP

I HEREBY CERTIFY that a true and correct copy of Time Warner AxS of Florida, L.P.'s and Digital Media Partners' Posthearing Brief has been served by either *Federal Express or Hand Delivery on this 6th day of November, 1995, to the following parties of record:

Ms. Jill Butler
Florida Regulatory Director
2773 Red Maple Ridge
Tallahassee, FL 32301

*Anthony P. Gillman
Kimberly Caswell
GTE Florida Incorporated
Post Office Box 110, FLTC0007
Tampa, FL 33601-0110

Laura L. Wilson, Esq.
Florida Cable Telecommunications
Association, Inc.
310 North Monroe Street
Tallahassee, FL 32301

Monica M. Barone, Staff Counsel
Florida Public Service Comm.
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Floyd R. Self, Esq.
Messer, Vickers, Caparello,
Madsen, Goldman & Metz, P.A.
Post Office Box 1876
Tallahassee, FL 33401

*William H. Higgins, Esq.
Cellular One
Suite 900
250 S. Australian Avenue
West Palm Beach, FL 33401

C. Everett Boyd, Jr.
Ervin, Varn, Jacobs,
Odom & Ervin
305 S. Gadsden Street
Post Office Drawer 1170
Tallahassee, FL 32302

*Tony H. Key, Director
State Regulatory-South Sprint
3100 Cumberland Circle
Atlanta, GA 30309

*Mr. Timothy Devine
Senior Director, Regulatory
Affairs, Southern Region
MFS Communications Company, Inc.
250 Williams St., Suite 2200
Atlanta, GA 30303-1034

*Richard M. Rindler
James C. Falvey
Swindler & Berlin, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007

*Michael J. Henry
MCI Telecommunications Corp.
780 Johnson Ferry Road
Suite 700
Atlanta, GA 30342

Richard D. Melson
Hopping, Green, Sams & Smith
Post Office Box 6526
123 South Calhoun Street
Tallahassee, FL 32314

Michael W. Tye, Esq.
106 East College Avenue
Suite 1410
Tallahassee, FL 32301

*Robin D. Dunson, Esq.
1200 Peachtree St., NE
Promenade I, Room 4038
Atlanta, GA 30309

F. Ben Poag
Sprint/United Telephone
Company of Florida
Post Office Box 2214
Tallahassee, FL 32316

Lee L. Willis
J. Jeffry Wahlen
Macfarlane, Ausley, Ferguson
and McMullen
Post Office Box 391
Tallahassee, FL 32302

Angela B. Green
Florida Public
Telecommunications Assn., Inc.
125 S. Gadsden Street
Suite 200
Tallahassee, FL 32301

Patrick K. Wiggins
Wiggins & Villacorta, P.A.
Post Office Drawer 1657
501 East Tennessee Street
Tallahassee, FL 32302

Marsha E. Rule, Esq.
Wiggins & Villacorta, P.A.
Post Office Drawer 1657
501 East Tennessee Street
Tallahassee, FL 32302

Robert G. Beatty
J. Philip Carver
c/o Nancy H. Sims
Southern Bell Telephone &
Telegraph Company
150 S. Monroe St., Suite 400
Tallahassee, FL 32301

*Sue E. Weiske
Senior Counsel
Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112

PETER M. DUNBAR, ESQ.