



September 8, 2003

Ms. Blanca Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

via Overnight Mail

RECEIVED-FPSC
03 SEP -9 AM 10:38
COMMISSION
CLERK

Re: Docket No. 981834-TP – Petition of Competitive Carriers for Commission action to support local competition in BellSouth Telecommunications, Inc.’s service territory

Re: Docket No. 990321-TP - Petition of ACI Corp. d/b/a Accelerated Connections, Inc. for generic investigation to insure that BellSouth Telecommunications, Inc., Sprint-Florida, Inc., and GTE Florida, inc. comply with obligation to provide alternative local exchange carriers with flexible, timely and cost-efficient physical collocation

Dear Ms. Bayó,

Please find enclosed for filing in the above dockets an original and seven (7) copies of FDN Communication’s Post Hearing Brief.

If you have any questions regarding this request, please call me at 407-835-0460.

Sincerely,

Matthew Feil
FDN Communications
General Counsel

POSTRECEPTION CENTER
03 SEP -9 AM 9:24

Comm-5
Sec - 1

LOCAL

LONG DISTANCE

390 North Orange Avenue Suite 2000 Orlando, FL 32801
407.835.0300 Fax 407.835.0309 www.fdn.com

DOCUMENT NUMBER - DATE

08470 SEP -9 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Competitive Carriers for)
Commission action to support local competition) Docket No. 981834-TP
in BellSouth Telecommunications, Inc.'s service)
territory.)
_____)

Petition of ACI Corp. d/b/a Accelerated)
Connections, Inc. for generic investigation to)
ensure that BellSouth Telecommunications, Inc.,)
Sprint-Florida, Incorporated, and GTE) Docket No. 990321-TP
Florida Incorporated comply with obligation)
provide alternative local exchange)
carriers with flexible, timely, and cost-efficient)
physical collocation)
_____)

POST HEARING BRIEF OF FLORIDA DIGITAL NETWORK, INC.
d/b/a FDN COMMUNICATIONS

Matthew Feil
FDN Communications
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
(407) 835-0460
mfeil@mail.fdn.com

INTRODUCTION AND SUMMARY OF ARGUMENT

The Commission should require the ILECs to modify their collocation billing and other practices to make such consistent with the recommendations of the ALECs in this phase of the proceeding. In this brief, FDN Communications (“FDN”), however, focuses on just two particular issues: (1) insuring ALECs the ability to transfer collocation interests without undue restriction, as encompassed in Issue No. 3, and (2) the impropriety of an ILEC’s assessing power charges for both A and redundant B feeds, over and above the power needs of collocated equipment, as encompassed in Issue No. 6B.

Permitting ALECs to transfer collocation space without undue restriction is a benefit to ILECs, ALECs, and consumers. At least BellSouth acknowledges that permitting ALECs to transfer collocation space because, among other things, transfers could facilitate more efficient use of space within ILEC premises. Moreover, if the Commission is to facilitate consolidation among ALECs so consumers may receive the attendant benefits of a stronger, more competitive ALEC market, the Commission should in this case order guiding principles which bar ILECs from needlessly impeding the transfer process.

The Commission should order that collocations are generally transferable among ALECs with only three general provisos. First, if the space to be transferred is in an ILEC premise which is at or near space exhaust and the transfer is not part of a sale of a “market,” then the transfer should be subject to a rapid Commission review process to determine if waiting list avoidance/arbitrage is the primary purpose of the transfer or if there is some other legitimate business purpose for the transfer. Second, the transferor

ALEC should pay undisputed sums due for collocation services for the transferred space; however, in cases where the transferor ALEC is in bankruptcy, the Commission should permit the transfer subject to the Bankruptcy Court's determination of matters within the Court's jurisdiction. Third, the transferee ALEC should only be required to file a records-change application with the affected ILEC.

The Commission should specify that when collocation power is not metered, the ILEC must not bill for a redundant power feed (back-up feed or B feed) where doing so effectively overstates the maximum draw of the collocated equipment. BellSouth witness Miler testified that certified collocated equipment requires fully redundant power feeds and that collocated equipment could not draw its maximum load over both feeds at the same time. Mr. Milner further agreed an ILEC would overbill if it charged for the collocated equipment's requisite load on both the A and the B feed. Hence, the suggestion that ALECs be billed for power the ALECs "ordered" cannot be accepted without qualification. For every ALEC has to "order" fully redundant power feeds, and, as explained herein, the ILEC cannot assume the power configuration Verizon witness Bailey assumes. Further, it would make no sense whatsoever for an ILEC to plan and build power plant on any basis other than the power draw of equipment collocated. Therefore, ILECs cannot "double-dip" for power by billing the same per unit charge on redundant feeds: the maximum billed should be the power draw of the collocated equipment.

POST HEARING ISSUES, POSITIONS AND ARGUMENT

ISSUE 1A: When should an ALEC be required to remit payment for non-recurring charges for collocation space?

FDN: *Agree with AT&T and Covad.*

ISSUE 1B: When should billing of monthly recurring charges begin?

Stipulated.

ISSUE 1C: What cancellation charges should apply if an ALEC cancels its request for collocation space?

Stipulated.

ISSUE 2A: Should an ALEC be required to justify its space reservation needs to the ILEC when an ILEC is forced to consider a building addition to accommodate future space requirements?

ISSUE 2B: Under what conditions should an ILEC be allowed to reclaim unused collocation space?

ISSUE 2C: What obligations, if any, should be placed on the ALEC that contracted for the space?

ISSUE 2D: What obligations, if any, should be placed on the ILEC?

Issues 2A – 2D were stipulated.

ISSUE 3: Should an ALEC have the option to transfer accepted collocation space to another ALEC? If so, what are the responsibilities of the ILEC and ALECs.

FDN: *ALECs should be able to transfer collocations without undue interference. Where space exhaust exists, potential arbitrage should be reviewed, but sales of a market should be a safe harbor. A transferor ALEC is generally responsible for unpaid, undisputed collocation bills. A records change application should be filed with the ILEC.*

Permitting ALECs to transfer collocation space without undue restriction is not only supported by the record, but makes good policy sense. As noted above, transfers of ALEC collocation space can benefit ILECs, ALECs, and consumers. BellSouth witness Gray testified that that permitting ALECs to transfer collocation space because transfers could facilitate more efficient use of space within ILEC premises. (T. 98.) A transferee ALEC may consolidate uses, eliminate redundant uses, and relinquish space no longer needed. Mr. Gray also testified that permitting transfers actually would increase the likelihood of the ILEC recovering its costs. (T. 111.) Moreover, on a policy level, if the Commission is to facilitate consolidation among ALECs so consumers may receive the attendant benefits of a stronger, more competitive ALEC market, the Commission must permit collocation transfers such that the ALECs are not unduly delayed or completely stalled in delivering those benefits by needless ILEC requirements.

BellSouth witness Gray explained that the ILECs' first concern with collocation transfers should be with waiting list avoidance (or "scalping" space) for COs at or near space exhaust. (T. 98, 109.) However, even in the space exhaust situations, Mr. Gray agreed that if an ALEC was selling substantially all of its assets or was selling its interests in a market, such as Orlando or Miami, waiting list avoidance is not a concern. (T. 91, 98.) Although Verizon's and Sprint's witnesses made overtures regarding the ILECs' need to for control over the space, with both seeming to suggest that the ILEC should have some kind of renewed first refusal right to the transferred space (e.g. 302, 313 – 318, 493, 503), FDN points out that BellSouth witness Gray appears to have placed

no such conditions on BellSouth's position.¹ Additionally, a transfer event should not trigger any new ILEC controls. In other words, to the extent that an ILEC may have any right to request that an ALEC move or relinquish space, those rights may exist notwithstanding the transfer. A transfer should not prompt a change to the ILEC's position or status, and a transfer should not be delayed while an ILEC "reviews" the layout of its affected COs.

While the record does not explore every possible "scalping" scenario that the Commission may come across in space exhaust situations, the record and judgment at least support several general guidelines the Commission should institute. First, as suggested above, the Commission should hold that generally, ALECs are permitted to transfer collocations² without ILEC interference or triggering any new ILEC controls or rights over space. Where an ILEC premise is at or near space exhaust, a transfer of a collocation in the space exhaust CO should be subject to Commission scrutiny through a prompt review procedure submitted by the ALECs.³ However, no such procedure is necessary where the collocation transfer is part of a transfer of at least all of the ALEC's interests in a particular market to the transferee ALEC. A "market" should at least include any distinct geographic territory served, such as a metropolitan area, but could, conceivably, also include a market line, such as a type of service, e.g. residential service. Where a transfer is reviewed because the safe harbor is not met, the commission should

¹ Indeed, Verizon and Sprint changed their position on this issue during the course of the hearing so it is somewhat difficult for the Commission to determine all of the whys and wherefores behind the Verizon and Sprint testimony.

² As Mr. Gray conceded during cross examination, transfers need not be restricted to "in-place" collocation facilities. (T. 96 – 97.) Mr. Gray testified that if an ALEC wanted to change space configuration after the transfer, that would be acceptable, but transferring space without in-place equipment was "not a problem." (T. 97.)

³ See T. 107.

consider whether the transfer is for legitimate business purposes or predominantly for waiting list avoidance.

With regard to other possible transfer provisos, FDN believes the Commission should permit only a few others at this time. By no means should the Commission provide ILECs some sort of blank check approval authority over collocation transfers, even if approval is not to be “unreasonably withheld.” Such an ambiguous grant will only be a license for ILEC mischief. The idea that there cannot be any “unresolved issues” (T. 497) between the ILEC and transferor ALEC is too vague and unrealistic, since there will almost always be some pending item, a reciprocal compensation bill, a dispute over cross-connect charges in the CO, etc.⁴ Rather, the Commission should spell out the specific parameters ALECs can expect to deal with in a transfer, as having clear direction will help speed the transfer process. For instance, an ILEC may require that the transferee ALEC either have its own interconnection agreement with the ILEC or may require an assignment of the transferor ALEC’s interconnection agreement, as an ALEC will need an interconnection agreement to avail itself of collocation services anyway. However, an ILEC should not be able to require additional agreements to carry out the transfer, other than possibly as may be necessary to address an orderly and expeditious physical change in custody over the space, such as turning over security devices, etc. Any other additional agreement requirements will only needlessly delay the process. Further, though an ILEC may require an application and fee to carry out the transfer, the application should be for a records-change only and not redundant of the initial

⁴ Much of Verizon’s argument regarding Issue No. 3 seems to have assumed the transferor ALEC is in bankruptcy. (T. 497, 507.) That the transferor ALEC is in bankruptcy will obviously not always be the case. The Commission has a pending docket before it, Docket No. 030301 involving the Mpower sale to FDN, where the transferor ALEC was not in bankruptcy.

application for the space. (T. 585, 623 – 624, 636 – 637.) If the transferee ALEC wishes to alter the transferred space in some respect, it may do so by a separate application.

There is support for the Commission's finding that where unpaid bills for collocation services remains outstanding, the transfer of a collocation should not be held up because the ILEC has remedies for payment under its agreements and/or tariffs against the transferor ALEC. (E.g., T. 508.) FDN does not, however, object to a requirement that the transferor ALEC's unpaid and undisputed bills for collocation services be made current at the time of the transfer, as Mr. Bailey and Mr. King agreed.⁵ (T 498, 640.) Where the transferor ALEC is in bankruptcy, FDN believes the Commission should permit the transfer subject to the Bankruptcy Court's determination of matters within that Court's jurisdiction.⁶ FDN believes, albeit without the benefit of Verizon's brief, that Verizon's complaint regarding transfers in the bankruptcy setting relies on the theory that collocation space is granted by and inextricably tied to a contract, and in bankruptcy a debtor or subsequent purchaser must either accept or reject contracts, curing pre-bankruptcy payments on contracts accepted. In other words, Verizon wants to make sure it gets in line for payment ahead of all other pre-bankruptcy petition creditors if any

⁵ FDN's agreement extends only to undisputed and unpaid bills for collocation services, not to any other outstanding bills. If there are outstanding bill disputes with the transferor ALEC, even for collocation services, those disputes should run their ordinary course or be disposed of as agreed to by the transferor ALEC and the ILEC. The disputes should neither hold up the transfer nor be sped to arbitration simply because a transfer is occurring. If the transferor ALEC has outstanding bills for other matters, such as reciprocal compensation or access, such bills do not directly pertain to the transferred collocation interest, so the ILEC should have to pursue its remedies under its agreements with the transferor ALEC or under tariff. If a transferee ALEC has outstanding and unpaid invoices, even for collocation services, the ILEC's rights and remedies regarding same are wholly unaffected by the transfer, so such bills should not hold up the transfer.

⁶ AT&T witness King admitted he was not familiar with bankruptcy requirements. (T. 639.) On cross examination, Verizon witness Bailey admitted he was not familiar with bankruptcy law (T. 499), though the cornerstone of Verizon's concern with payment seemed to be with a possible circumvention of a bankruptcy law requirement. Verizon's counsel's statement is not record evidence. (T. 506 – 507.)

bankrupt ALEC sells collocation space. The size of the bankrupt ALEC's prepetition debt to Verizon may, of course, be onerous and deter sale. In any case, suffice to say that such matters are outside the expertise and jurisdiction of Commission and within the expertise and jurisdiction of the Bankruptcy Court. Accordingly, the Commission should allow transfers of collocations from bankrupt ALECs, subject to the Bankruptcy Court's determination of matters within the Court's jurisdiction.

ISSUE 4: Should the ILEC be required to provide copper entrance facilities within the context of a collocation inside the central office?

FDN: *Agree with AT&T and Covad.*

ISSUE 5: Should an ILEC be required to offer, at a minimum, power in standardized increments? If so, what should the standardized power increments be?

FDN: *Agree with AT&T and Covad.*

ISSUE 6A: Should an ILEC's per ampere (amp) rate for the provisioning of DC power to an ALEC's collocation space apply to amps used or fused capacity?

FDN: *Agree with AT&T and Covad.*

ISSUE 6B: If power is charged on a per-amp-used basis or on a fused capacity basis, how should the charge be calculated and applied?

FDN: * Where power is not metered at the ALEC's option, then (1) power should be charged per amp used, (2) the ILEC cannot bill for a redundant feed as it does the primary feed and (3) the maximum billing must be based on the collocated equipment's power draw.*

At the outset, FDN notes its agreement with AT&T's and Covad's arguments on this issue and, to the extent there is any overlap among issues, Issue No. 6A. Further, FDN suggests that the Commission should give suitable consideration to the compromise proposal of Sprint witness Davis (see T. 400 – 402), should the Commission reject pertinent portions of the AT&T/Covad arguments. FDN, however, approaches this issue with a different point of emphasis -- prevention of over-billing which may stem from redundancy. While tied to and supported by the principles espoused by AT&T witness King (ALECs should only be billed for the power they use (see, e.g., T. 609)), FDN's concerns are amply supported by independent bases in the record, as explained below.

BellSouth witness Milner testified that for collocated equipment to be certified in accordance with Network Equipment Building Standards ("NEBS"), the equipment must have redundant power feeds. (T. 211.) As to powering equipment, Mr. Milner specifically agreed to the following hypothetical,

Q. So if an ALEC has equipment that draws 40 amps of DC power, that equipment must have a 40 amp A feed fused appropriately and a 40 amp B feed, correct?

A. Yes.

(T. 211.) Mr. Milner further agreed that if the power feeds were not sized for redundancy, NEBS would not be met. (T. 211.) Then, with respect to billing for power, in relation to redundancy, Mr. Milner testified,

BellSouth does not charge the ALEC on the individual amount of power available on each feed. . . . In other words, BellSouth does **not** charge ALECs extra for the redundancy in the power feed.

(T. 150; emphasis added.) On cross, Mr. Milner agreed that BellSouth's not billing for redundant feeds recognized that equipment will not draw the required load over both

feeds at the same time. (T. 212.) Indeed, Mr. Milner went so far as to agree that for an ILEC to bill the same rate for both the primary and redundant feeds, the ILEC would be overbilling the ALEC. (T. 212.)

FDN agrees with Mr. Miner's testimony, and FDN maintains that BellSouth's approach of not billing for redundancy is proper. Collocated equipment requires redundant dual feeds, but the equipment can only draw what it can draw, whether over one or both feeds, and, therefore, if an ILEC were to bill the same per amp/fuse rate for both feeds, for a total which is over and above the draw of the equipment, the ILEC overbills the ALEC and double-recovers its costs. FDN further maintains that the principle of billing ALECs only for the power the ALECs "order," while having some superficial allure, is little more than pretext for just overbilling, where the power drain of the collocated equipment is ignored.

As Mr. Milner attested, every ALEC must "order" redundant feeds to comply with NEBS standards. (T. 211.) Thus, to look only at what the ALEC has "ordered" for power immediately prompts several questions. The redundant feeds which Mr. Milner advocated as necessary under NEBS are an A and B feed of equal size, with both feeds sized to independently carry the total equipment's power draw in the event one feed failed. (T. 211.) A 40 amp A feed and a 40 amp B feed are used to power 40 amp equipment. (T. 211.) Sprint witness Davis testified that each lead "is sized to carry the full load of DC power needed by the equipment," that "the entire load ordered by the ALEC could be drawn on the 'A' lead" and that "the 'B' lead would be held in reserve in the event the 'A' lead fails." (T. 335 – 336.) Verizon witness Mr. Bailey, however, **assumed** the collocated equipment "load shares" and the feeds are sized, **not as Mr.**

Milner testified was required under NEBS, but at half the size Mr. Milner stated with a larger fuse (up to 2.5 times power draw). (T. 511 – 513).⁷ Mr. Bailey later admitted he has never even viewed an ALEC collocation in Florida (T. 513). In any case, both Mr. Milner and Mr. Bailey agreed that collocated equipment cannot pull its total required draw over both feeds simultaneously. (T. 212, 513.) And, it goes without saying, an ALEC would not “order” more power than the ALEC needed for its equipment.

Power “ordered,” as a billing basis, breaks down with Mr. Bailey’s (and Verizon’s) assumption. To illustrate, if the ALEC were to have installed power feeds sized and configured as Mr. Milner testified was required by NEBS (a 40 amp A and 40 amp B to power 40 amp equipment, in the example) but the ILEC were to bill **assuming** the sizing and configuration supposed by Mr. Bailey (a 40 amp A and 40 amp B powering 80 amp equipment), the billing for power “ordered” would result in billing for twice the draw of the equipment – a draw Verizon assumes when power is ordered and which FDN maintains Verizon assumes in error. Therefore, looking at the power ordered without regard to the power required is inappropriate.

Additionally, it is utterly inconceivable that any ILEC would go through the costly and time consuming exercise of planning and building the power plant necessary for a CO’s needs (whether for ALEC, ILEC, or both) without considering the actual, or at least, the maximum power draw of the equipment in the CO. With an estimated 80% of the monthly recurring power costs consisting of infrastructure cost,⁸ it would be egregiously inequitable to require ALECs to pay for power the ALECs will not and

⁷ The prefiled exhibit attached to Mr. Bailey’s testimony, consisting of Verizon’s Intrastate Collocation Tariff, was not admitted into the record. Counsel for Verizon indicated the tariff had changed but did not provide the parties with or offer copies. So, reliance on Verizon’s tariff is questionable at this point.

⁸ See T.201, 362.

cannot use -- power greater than the ALEC's equipment can draw -- but which an ILEC incorrectly assumed the ALEC could use.

In consideration of the above, FDN maintains the Commission cannot accept the proposal to bill for power "ordered" without qualification. Even if power equipment is sized and configured as Verizon assumes, the maximum the ALEC should be billed is the maximum draw of the equipment.⁹ Accordingly, the Commission should order that the maximum an ALEC can be billed on a per amp/fuse basis is the maximum draw of the equipment and that ILECs are barred from billing the per amp/fuse rates for redundancy. These measures are essential to prevent overbilling the ALEC.

In closing, FDN also takes this occasion to note the following. As the Commission has seen in other proceedings, it sees once more in this proceeding: even where there is no reason for a lack of uniformity among ILECs, there is no uniformity. The Commission should institute uniformity among the ILECs in Florida in situations where there is insufficient justification for a lack thereof, such as is the case here with regard to how power is billed.

ISSUE 6C: When should an ILEC be allowed to begin billing an ALEC for power?

FDN: *Agree with AT&T and Covad.*

⁹ FDN suggests this maximum should be the List 1 Drain, in the absence of the Commission's accepting a different position advocated by AT&T/Covad. As BellSouth witness Milner acknowledged, the List 1 Drain is the maximum amount of power a piece of equipment will draw when all features and functions are operational and the power plant is not in distress. (T. 217 – 222.) AT&T witness King described List 1 Drain similarly. (T. 587, 605 - 606.) Mr. Milner agreed that when fully equipped, collocated equipment would draw close to its List 1 Drain most of the time. (T. 221 – 222.)

ISSUE 7: Should an ALEC have the option of an AC power feed to its collocation space?

FDN: *Agree with AT&T and Covad.*

ISSUE 8: What are the responsibilities of the ILEC, if any, when an ALEC requests collocation space at a remote terminal where space is not available or space is nearing exhaustion?

FDN: *Agree with AT&T and Covad.*

RESPECTFULLY SUBMITTED, this 7 day of Sept, 2003.



Matthew Feil
FDN Communications
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
(407) 835-0460

CERTIFICATE OF SERVICE
Docket No. 981834-TP and 990321-TP

I hereby certify that a copy of the foregoing was sent by e-mail and regular mail to the persons listed below, other than those marked with an (*) who have been sent a copy via overnight mail, this 9th day of September, 2003.

Beth Keating, Staff Counsel
Adam Teitzman, Staff Counsel
Jason Rojas, Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6212
Fax No. (850) 413-6250
bkeating@psc.state.fl.us
ateitzma@psc.state.fl.us
jrojas@psc.state.fl.us

FPSC Staff by E-Mail Only:

amaurey@psc.state.fl.us
bcasey@psc.state.fl.us
cbulecza@psc.state.fl.us
david.dowds@psc.state.fl.us
dgabel@psc.state.fl.us
jschindl@psc.state.fl.us
jebrown@psc.state.fl.us
lking@psc.state.fl.us
mbrinkley@psc.state.fl.us
plee@psc.state.fl.us
plester@psc.state.fl.us
sasimmon@psc.state.fl.us
sburns@psc.state.fl.us
sbbrown@psc.state.fl.us
scater@psc.state.fl.us
tbrown@psc.state.fl.us
vmckay@psc.state.fl.us
zring@psc.state.fl.us

Joseph A. McGlothlin
Vicki Gordon Kaufman
Timothy Perry
McWhirter, Reeves, McGlothlin,
Davidson, Decker, Kaufman,
Arnold, & Steen, P.A.
117 South Gadsden Street
Tallahassee, FL 32301
Tel. No. (850) 222-2525
Fax No. (850) 222-5606
Attys. For FCCA
Atty. for Network Telephone Corp.
Atty. for BlueStar
jmclothlin@mac-law.com
vkaufman@mac-law.com
tperry@mac-law.com

Nancy Sims
Nancy White
Stan Greer
BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, FL 32301
nancy.sims@bellsouth.com
nancy.white@bellsouth.com
stan.greer@bellsouth.com

Richard A. Chapkis
Verizon Florida, Inc.
One Tampa City Center
201 North Franklin Street (33602)
P.O. Box 110, FLTC 0007
Tampa, FL 33601-0110
Tel. No. (813) 483-2606
Fax No. (813) 204-8870
Richard.chapkis@verizon.com

Paul Turner
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133
Tel. No. (305) 531-5286
Fax No. (305) 476-4282
pturner@stis.com

Susan S. Masterton
Charles J. Rehwinkel
Sprint Communications Co. LLP
P.O. Box 2214
MC: FLTLHO 0107
Tallahassee, FL 32316-2214
Tel. No. (850) 847-0244
Fax No. (850) 878-0777
Susan.masterton@mail.sprint.com

Ms. Lisa A. Riley
Virginia C. Tate
Mickey Henry
AT&T Communications of the Southern States
1200 Peachtree Street, N.E.
Suite 8066
Atlanta, GA 30309-3523
Tel. No. (404) 810-7812
Fax No. (404) 877-7646
lriley@att.com
vtate@att.com
michaeljhenry@att.com

Mr. F.B. (Ben) Poag
Sprint-Florida, Incorporated
P.O. Box 2214 (MC FLTLHO 0107)
Tallahassee, FL 32316-2214
Tel. No. (850) 599-1027
Fax No. (407) 814-5700
ben.poag@mail.sprint.com

William H. Weber, Senior Counsel
Gene Watkins
Covad Communications
1230 Peachtree Street, N.E.
19th Floor
Atlanta, GA 30309
Tel. No. (404) 942-3494
Fax No. (404) 942-3495
wweber@covad.com
gwatkins@covad.com

Rodney L. Joyce
Shook, Hardy & Bacon, L.L.P.
600 14th Street, N.W.
Suite 800
Washington, DC 20005-2004
Tel. No. (202) 639-5602
Fax No. (202) 783-4211
Attys. for Network Access Solutions
rjoyce@shb.com

Ms. Michelle A. Robinson
Verizon Florida, Inc.
c/o Mr. David Christian
106 East College Avenue
Suite 810
Tallahassee, FL 32301-7704
Tel. No. (813) 483-2526
Fax No. (813) 223-4888
michelle.robinson@verizon.com
david.Christian@verizon.com

Tracy W. Hatch, Esq.
Post Office Box 1876
Tallahassee, FL 32302-1876
Tel. No. (850) 222-0720
Fax No. (850) 224-4359
Represents AT&T
Represents ITC Deltacom
thatch@lawfla.com

Jonathan Audu
c/o Ann Shelfer
Supra Telecommunications and
Information Systems, Inc.
1311 Executive Center Drive
Koger Center – Ellis Building
Suite 200
Tallahassee, FL 32301-5027
Tel. No. (850) 402-0510
Fax No. (850) 402-0522
ashelfer@stis.com
jonathan.audu@stis.com

Catherine K. Ronis, Esq.
Daniel McCuaig, Esq.
Jonathan J. Frankel, Esq.
Wilmer, Cutler & Pickering
2445 M Street, N.W.
Washington, DC 20037-1420
Tel. No. (202) 663-6000
Fax No. (202) 663-6363
Catherine.ronis@wilmer.com
Daniel.mccuaig@wilmer.com

Mellony Michaux (by e-mail only)
AT&T
mmichaux@att.com

Roger Fredrickson (by e-mail only)
AT&T
rfrederickson@att.com



Matthew Feil
Florida Digital Network
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
(407) 835-0460
mfeil@floridadigital.net