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July 9, 2004

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, Florida 32399-0850

VIA HAND DELIVERY

040713-TP  
COMMISSION CLERK  
04 JUL - 9 PM 3:41  
RECEIVED-FPSC

Re: AT & T Communications of the Southern States, LLC  
TCG South Florida v. Verizon Florida, Inc.

Dear Ms. Bayo:

Enclosed for filing on behalf of AT & T Communications of the Southern States, LLC and TCG South Florida are the original and fifteen copies each of an Emergency Complaint and Petition for Order Directing Continuation of Wholesale Service by Verizon Florida, Inc.

Please acknowledge this filing by date-stamping and returning the enclosed copy of this letter.

Thank you for your assistance with this filing.

Sincerely,

Suzanne Young, Assistant to  
Marsha E. Rule, Esq.

Enclosures

cc: All Counsel

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
07499 JUL-9 8  
FPSC-COMMISSION CLERK

**FLORIDA PUBLIC SERVICE COMMISSION**

In re: Emergency Complaint and Petition by )  
AT&T Communications of the Southern States, )  
LLC and TCG South Florida for order directing )  
continuation of wholesale service by Verizon )  
Florida, Inc. )

Docket No. 040713-TP

Filed:

**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC  
AND  
TCG SOUTH FLORIDA'S  
EMERGENCY COMPLAINT AND PETITION FOR  
ORDER DIRECTING CONTINUATION OF WHOLESALE SERVICE  
BY VERIZON FLORIDA, INC.**

Pursuant to Rules 25-24.036 and 28-106.201, Florida Administrative Code, AT&T Communications of the Southern States, LLC, ("AT&T") and TCG South Florida ("TCG") by and through undersigned counsel, hereby petition the Commission for an order directing Verizon Florida Inc. to continue provision of wholesale service to AT&T and TCG according to the terms of their current interconnection agreements pending negotiation and, if necessary, arbitration for a new interconnection agreement. In support, TCG states as follows:

**I. PARTIES**

1. AT&T's full name and address is as follows:

AT&T Communications of the Southern States, Inc.  
1200 Peachtree Street  
8<sup>th</sup> Floor  
Atlanta, GA 30309

2. TCG's full name and address is as follows:

TCG South Florida  
1200 Peachtree Street  
8<sup>th</sup> Floor  
Atlanta, GA 30309

DOCUMENT NUMBER-DATE  
07499 JUL -9 8 1  
FPSC-COMMISSION CLERK

3. All pleadings, notices, staff recommendations, orders and other documents filed or served in this docket should be served upon the following on behalf of AT&T and TCG:

Marsha Rule  
Rutledge Ecenia, Purnell & Hoffman, PA  
215 S. Monroe St., Suite 420  
Tallahassee, FL 32302  
(850) 681-6788 (Telephone)  
(850) 681-6515 (Telecopier)

With copies sent to:

Peggy A. Nelson  
AT&T Corp.  
679 Bluff Street  
Glencoe, IL 0022  
(847) 242-9374 (Telephone)  
(832) 213-0208 (Telecopier)

4. To the best of Petitioners' knowledge and belief, the complete name and principal place of business of Respondent GTE, now known as Verizon, is:

Verizon, Inc.  
600 Hidden Ridge  
Irving, TX 75038

5. Verizon's official Public Service Commission contact is:

David Christian, Assistant Vice President  
106 East College Avenue  
Tallahassee FL 32301-7748  
Telephone : (850) 224-3963  
Facsimile: (850) 222-2912

## II. JURISDICTION

6. AT&T is certificated by the Florida Public Service Commission (the Commission) as an interexchange carrier (IXC) and as a competitive local exchange company (CLEC). TCG, a wholly-owned subsidiary of AT&T, is separately certificated as a competitive

local exchange company (CLEC). Both AT&T and TCG thus are subject to the Commission's regulatory jurisdiction.

7. Verizon is authorized to provide local exchange and exchange access services in the State of Florida and is a "local exchange telecommunications company" within the meaning of Section 364.02(7), Florida Statutes. Verizon is an incumbent local exchange company under the terms of the Interconnection Agreement at issue in this proceeding and within the meaning of 47 U.S.C. §251(h). Verizon thus is subject to the Commission's jurisdiction.

8. The Commission also has subject matter jurisdiction over the instant dispute pursuant to §§364.01(4), 364.162, 364.058, and 364.19, Florida Statutes.

Section §364.01(4), Florida Statutes, provides as follows:

The commission shall exercise its exclusive jurisdiction in order to:

(a) Protect the public health, safety, and welfare by ensuring that basic local telecommunications services are available to all consumers in the state at reasonable and affordable prices.

(b) Encourage competition through flexible regulatory treatment among providers of telecommunications services to ensure the availability of the widest possible range of consumer choice in the provision of all telecommunications service.

(c) Protect the public health, safety, and welfare by ensuring that monopoly services provided by telecommunications companies continue to be subject to effective price, rate, and service regulation.

\* \* \*

(g) Ensure that all providers of telecommunications services are treated fairly, by preventing anticompetitive behavior and eliminating unnecessary regulatory restraint.

\* \* \*

(i) Continue its historical role as a surrogate for competition for monopoly services provided by local exchange telecommunications companies.

9. Section 364.162, Florida Statutes, provides in part that the Commission “shall have the authority to arbitrate any dispute regarding interpretation of interconnection or resale prices and terms and conditions.” Section 364.058(1), Florida Statutes, authorizes the commission to “conduct a limited or expedited proceeding to consider and act upon any matter within its jurisdiction.” Further, §364.19, Florida Statutes, permits the Commission to regulate the terms of telecommunications service contracts. Finally, Commission’s authority to approve interconnection agreements pursuant to 47 U.S.C. §§ 251 and 252 also provides the Commission with authority to interpret and enforce such agreements. The Commission thus has authority to resolve the issues presented herein and to grant the relief requested by AT&T and TCG.

### **III. BACKGROUND**

10. In 1996, the Commission held a hearing to arbitrate an interconnection agreement between AT&T and Verizon.<sup>1</sup> The Commission approved the final interconnection agreement between the parties in Order No. PSC-97-0864-FOF-TP, issued on July 18, 1997 (the “AT&T Agreement”). On or about March 3, 1998, TCG adopted the AT&T Agreement in full (the “TCG Agreement”).

11. The TCG Agreement is terminable upon 90 days written notice, effective at the end of the current contract period. Pursuant to amendment, the AT&T Agreement is terminable upon 30 days written notice, effective at the end of the 30-day period.

12. On April 15, 2004, Verizon notified AT&T that it was terminating the parties’ Agreement effective May 17, 2004. *See* Attachment “A” hereto. On the same date, Verizon also notified TCG that it was terminating the TCG-Verizon Agreement, effective July 17, 2004. *See* Attachment “B” hereto.

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<sup>1</sup> At that time, the parties were known as “AT&T Communications of the Southern States, Inc.” and “GTE Florida Inc.”

13. Newer interconnection agreements include “evergreen” provisions specifying that they will remain in force pending future contract negotiations and arbitrations. The AT&T Agreement, however, was the result of one of the very first arbitration proceedings held by the Commission. Like many early agreements, it is silent regarding Verizon’s obligation to continue providing service pending future contract negotiations.<sup>2</sup> AT&T and TCG therefore sought to address this issue in their April 23, 2004, reply to Verizon’s notification. *See* Attachment C. Stating that their “primary concern is to be able to continue to serve customers in Florida”, AT&T and TCG explained that “Verizon’s unilateral termination of these agreements at this time could jeopardize our ability to provide services to consumers in Florida.” In order to avoid disrupting service to customers, AT&T and TCG proposed to begin negotiation of limited amendments to the Agreements to resolve issues of concern to Verizon without the need for a complete contract renegotiation, and to reach agreement on an amendment before Verizon’s proposed termination dates. AT&T and TCG also explained that Verizon’s proposed termination of the TCG Agreement effective July 17, 2004, was inappropriate because the Agreement extended through the month of July. Finally, AT&T and TCG asked Verizon to advise in writing, no later than April 28, 2004, whether Verizon would enter into immediate negotiations as requested, whether Verizon would agree to extend existing agreements pending such negotiations, and asked Verizon to specify how it intended to handle their traffic, orders, provisioning and billing in the event Verizon did not intend to extend the existing Agreements.

14. Verizon replied to AT&T and TCG’s request by letter dated April 28, 2004, in which it revised the notice of termination of TCG’s Agreement to July 31, 2004, and stated that

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<sup>2</sup> The AT & T Agreement does however allow parties to seek the remedy sought herein. Section 15 of the Agreement specifically states, in pertinent part: Neither [of the alternative dispute resolution actions of the . . . Agreement] shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including temporary restraining orders.

it was “considering” the request to negotiate a limited amendment to the Agreements before they terminate. *See* Attachment “D”. Verizon did not respond to AT&T and TCG’s request for information regarding its plans for handling their traffic, orders, provisioning and billing in the event Verizon did not intend to extend the existing Agreements.

15. After several discussions between the parties, by letter dated May 6, 2004, Verizon revised its notice of termination of the AT&T Agreement so that it would terminate on July 31, 2004, the same date as the TCG Agreement. *See* Attachment “E”.

16. The parties have continued to discuss the terms of a limited amendment to the Agreements, but to date have been unable to reach accord. By letter dated June 28, 2004, AT&T and TCG again requested a response to the April 23<sup>rd</sup> inquiry regarding Verizon’s intention for handling their traffic, orders, provisioning and billing if the parties were unable to amend or extend the Agreements before August 1. *See* Attachment “F”. Although AT&T and TCG requested a response no later than Friday, July 2, 2004, Verizon has yet to respond.

#### IV. ARGUMENT

17. As AT&T and TCG explained to Verizon, “our primary concern is to be able to continue to serve customers in Florida, and Verizon’s unilateral termination of these agreements could jeopardize our ability to continue to provide such service.” Attachment “F”, pg. 2. As stated in their June 28, 2004 letter to Verizon, AT&T and TCG remain hopeful that they can reach an agreement that will allow them to continue providing service to their customers without interruption. However, Verizon’s failure to agree to extend the current Agreements pending completion of ongoing negotiations, as well as its failure to respond to AT&T and TCG’s April 23<sup>rd</sup> and June 28<sup>th</sup> inquiries regarding its plans for handling their traffic, orders, provisioning and billing if the parties are unable reach an agreement to amend or extend the Agreements before they are terminated, is extremely troubling. AT&T and TCG therefore are concerned that

Verizon may seek to terminate service upon termination of the Agreements, thereby causing immediate and irreparable harm to their customers, and are filing this Emergency Petition to seek the Commission's assistance in ensuring that their customers will be able to continue to receive uninterrupted service until the parties enter into revised or new Agreements.

18. Pursuant to §364.01(4), Florida Statutes, the Commission has been granted broad authority over telecommunications companies to protect the public health, safety, and welfare, promote competition, ensure the availability of consumer choice, and ensure that telecommunications providers are treated fairly by preventing anticompetitive action. AT&T and TCG request the Commission to exercise its authority by directing direct Verizon to continue operating under the present Agreements pending negotiation of amended or new Agreements pursuant to 47 U.S.C. §§251 and 252, so that AT&T and TCG's customers can continue to receive uninterrupted service. This action is not only within the authority granted to the Commission under §364.10, Florida Statutes, but Such action is within the Commission's authority to arbitrate interconnection disputes under §364.162, Florida Statutes, and its authority to regulate telecommunications service contracts under §364.19, Florida Statutes, permits the Commission to regulate the terms of telecommunications service contracts. Finally, Although AT&T and TCG hope that it will not prove necessary, the Commission could convene an expedited limited proceeding pursuant to §364.058(1), Florida Statutes, to resolve this issue.

19. AT&T and TCG have examined the possibility of adopting an existing Agreement in order to avoid interruption of service to their customers, but this has proved impracticable. AT&T and TCG cannot simply abandon their Agreements on short notice. The AT&T Agreement has been in effect for eight years and the TCG Agreement has been in effect for seven. During this time, AT&T and TCG have developed networks, billing systems, and



countless business practices in reliance on the Agreements, which cannot be changed on short notice. Further, although AT&T and TCG have diligently been reviewing existing agreements for possible adoption, it would take several more months to conduct an in-depth review of Verizon's existing interconnection agreements, and possibly even longer to identify an agreement or combination of agreements that would meet AT&T and TCG's specific business needs. Hasty adoption of a makeshift substitute agreement in order to avoid disconnection is simply not a viable business option for either AT&T or TCG.

20. Finally, AT&T and TCG are troubled that Verizon waited until the last possible moment to provide notice of its intent to terminate the Agreements.<sup>3</sup> AT&T and TCG believe that Verizon's termination of the TCG Agreement was prompted by an adverse arbitration order in which a private arbitrator determined that the TCG Agreement requires Verizon to pay TCG reciprocal compensation for ISP and VFX traffic. *See* Amended Public Version of Verizon's Petition for Review in Docket No. 030643-TP. Although the order was issued well over a year ago, it was not made public until Verizon sought to appeal it. Had Verizon acted in good faith by providing TCG with advance notice of its intent to terminate the Agreement after the arbitration order was issued, the parties could have negotiated – or even arbitrated – a new interconnection agreement by the time the current Agreement expires. The Commission should not permit Verizon to gain a competitive advantage over AT&T and TCG by waiting until the last possible moment to terminate the Agreements.

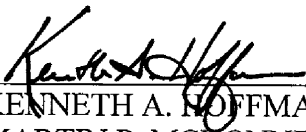
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<sup>3</sup> As noted above, the TCG Agreement requires a minimum of 90 days written notice of intent to terminate, with termination effective at the end of the current contract term. Asserting that the contract term ended on July 17, 2004, and Verizon timed its notice to arrive on the last possible weekday that would meet this requirement.

## CONCLUSION

WHEREFORE, AT&T and TCG respectfully request the Commission to order Verizon to continue provision of wholesale service to AT&T and TCG according to the terms of their current interconnection agreements pending negotiation and, if necessary, arbitration for a new interconnection agreement. Otherwise, AT & T and TCG's customers will suffer immediate and irreparable harm.

Respectfully submitted,

  
\_\_\_\_\_  
KENNETH A. HOFFMAN, ESQ.  
MARTIN P. MCDONNELL, ESQ.  
MARSHA E. RULE, ESQ.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P.O. Box 551  
Tallahassee, Florida 32302  
(850) 681-6788 (Telephone)  
(850) 681-6515 (Telecopier)

and

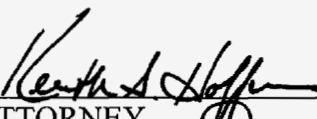
PEGGY A. NELSON  
AT&T Corp.  
679 Bluff Street  
Glencoe, IL 0022  
(847) 242-9374 (Telephone)  
(832) 213-0208 (Telecopier)

ATTORNEYS FOR TCG SOUTH FLORIDA

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a copy of the foregoing was furnished by facsimile and U.S. Mail this 9<sup>th</sup> day of July, 2004, to the following:

David Christian, Assistant Vice President  
106 East College Avenue  
Tallahassee FL 32301-7748  
Telephone : (850) 224-3963  
Facsimile: (850) 222-2912

  
\_\_\_\_\_  
ATTORNEY

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets



**VIA FAX AND AIRBORNE EXPRESS**

Wholesale Markets  
500 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

April 15, 2004

L. Fredrik Cederqvist  
District Manager, AT&T  
ICA Negotiations  
Room E-561  
32 Avenue of the Americas  
New York, NY 10013  
FAX: 212-539-9492

Subject: Termination of Florida Interconnection Agreement

Dear Mr. Cederqvist,

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), hereby provides notice of termination of the Comprehensive Agreement between Verizon and AT&T Communications of the Southern States Inc. ("AT&T") for the state of Florida (the "Agreement"), such termination to be effective on May 17, 2004.

To facilitate negotiation of a successor interconnection agreement, Michael Daly will be sending you, via an e-mail attachment, Verizon's proposed interconnection terms for your review and comment. If AT&T wishes to adopt, as opposed to negotiate, a successor agreement, please send your adoption request to Verizon at [contract.management@verizon.com](mailto:contract.management@verizon.com) or fax your request to 972-719-1519.

The Verizon Support Website contains additional information regarding the negotiations process. The URL address is <http://www.verizon.com/wholesale>.

Sincerely yours,

A handwritten signature in black ink that reads "John C. Peterson".

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

cc: Peggy Nelson, Senior Attorney  
AT&T Law & Government Affairs  
679 Bluff Street  
Glencoe, IL 60022

ATTACHMENT  
A

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets



**VIA FAX AND AIRBORNE EXPRESS**

Wholesale Markets  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-716-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

April 15, 2004

L. Fredrik Cederqvist  
District Manager, AT&T  
ICA Negotiations  
Room E-561  
32 Avenue of the Americas  
New York, NY 10013  
FAX: 212-539-9492

Subject: Termination of Florida Interconnection Agreement

Dear Mr. Cederqvist,

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), hereby provides notice of termination of the Comprehensive Agreement between Verizon and TCG South Florida ("TCG") for the state of Florida (the "Agreement"), such termination to be effective on July 17, 2004.

To facilitate negotiation of a successor interconnection agreement, Michael Daly will be sending you, via an e-mail attachment, Verizon's proposed interconnection terms for your review and comment. If TCG wishes to adopt, as opposed to negotiate, a successor agreement, please send your adoption request to Verizon at [contract.management@verizon.com](mailto:contract.management@verizon.com) or fax your request to 972-719-1519.

The Verizon Support Website contains additional information regarding the negotiations process. The URL address is <http://www.verizon.com/wholesale>.

Sincerely yours,

A handwritten signature in black ink that reads "John C. Peterson".

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

cc: Peggy Nelson, Senior Attorney  
AT&T Law & Government Affairs  
679 Bluff Street  
Glencoe, IL 60022

5191

ATTACHMENT  
B



L. Fredrik Cederqvist  
32 Avenue of the Americas  
New York NY 10013  
(212) 387-4018

Via Facsimile Transmission and Email

April 23, 2004

Mr. John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets  
Verizon  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Re: Termination of Florida Interconnection Agreements

Dear Mr. Peterson:

I am writing on behalf of TCG Florida ("TCG") and AT&T Communications of the Southern States, Inc. ("AT&T"), in reply to your letters of April 15, 2004. In those letters, Verizon notifies TCG and AT&T of termination of AT&T's and TCG's interconnection agreements in Florida with Verizon.

Our primary concern is to be able to continue to serve customers in Florida. Verizon's unilateral termination of these agreements at this time could jeopardize our ability to provide services to consumers in Florida. Our companies have agreed to extend these agreements in the past such that we have operated under the terms and conditions in these agreements for the past 6-7 years

In order to avoid disrupting our ability to serve customers, we propose that we begin negotiation of a limited amendment to the existing interconnection agreements prior to Verizon's proposed May 17 and July 17 termination dates. We should be able to resolve certain issues that are of greatest concern to Verizon without the need to renegotiate the agreements in their entirety. We propose initiating discussions with Verizon immediately, in order to accomplish a mutually satisfactory amendment before Verizon's proposed termination dates. In addition, we disagree that the TCG agreement will expire on July 17, 2004, because the effective date of the agreement was August 1, 1997.

Please respond in writing, no later than April 28, as to whether Verizon will enter into immediate negotiations for limited amendments to the agreements to resolve those issues of greatest concern to Verizon. In that same response, please confirm whether Verizon will extend the existing agreements until an amendment, or if necessary, new agreements are signed. While AT&T intends to do its best to negotiate a mutual agreement with Verizon by May 17, 2004, an extension is necessary to protect AT&T end users in case negotiations take longer than anticipated. It will also allow AT&T to place its full attention on negotiations with Verizon. In the event that Verizon does not intend to extend the existing agreements, AT&T and TCG need to know in the April 28 response letter how Verizon intends to handle AT&T and TCG's traffic, orders, provisioning, billing, etc. after May 17 and August 1, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Fredrik Cederqvist". The signature is written in a cursive, flowing style.

L. Fredrik Cederqvist

cc: Mike Daly

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets



**VIA FAX AND AIRBORNE EXPRESS**

Wholesale Markets  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

April 28, 2004

L. Fredrik Cederqvist  
District Manager, AT&T  
ICA Negotiations  
Room E-561  
32 Avenue of the Americas  
New York, NY 10013  
FAX: 212-539-9492

Subject: Termination of Florida Interconnection Agreement

Dear Mr. Cederqvist,

This is in response to your letter, dated April 23, 2004, regarding termination of the **Comprehensive Agreement (the "Interconnection Agreement")** between TCG South Florida ("TCG") and Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), in the State of Florida.

In reviewing Verizon's internal records, it appears that the termination notice, dated April 15, 2004, that I sent to you regarding the Interconnection Agreement inadvertently referenced July 17, 2004 as the end of the current term thereof. As you explained in your April 23, 2004 letter, the effective date of the AT&T Interconnection Agreement is August 1, 1997.

Accordingly, Verizon hereby revises its notice of termination of the Interconnection Agreement, such that the termination date shall be July 31, 2004. That said, Verizon is considering TCG's request that the parties negotiate terms for, and execute, a limited amendment to the Interconnection Agreement prior to the termination thereof. Mike Daly will be contacting you shortly about this.

Sincerely yours,

A handwritten signature in cursive script that reads "John C. Peterson".

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

cc: Peggy Nelson, Senior Attorney  
AT&T Law & Government Affairs  
679 Bluff Street

ATTACHMENT  
D



John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

**VIA FAX AND AIRBORNE EXPRESS**

Wholesale Markets  
600 Hidden Ridge, HOE03D52  
P.O. Box 152082  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

May 6, 2004

L. Fredrik Cederqvist  
District Manager, AT&T  
ICA Negotiations  
Room E-561  
32 Avenue of the Americas  
New York, NY 10013  
FAX: 212-539-9492

Subject: Termination of AT&T's Florida Interconnection Agreement

Dear Mr. Cederqvist,

This is further to my letter, dated April 15, 2004, regarding termination of the Comprehensive Agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), and AT&T Communications of the Southern States Inc. ("AT&T") for the state of Florida (the "AT&T Interconnection Agreement").

For the convenience of the Parties (and as recently discussed by you and Mike Daly of Verizon), Verizon hereby revises its notice of termination of the AT&T Interconnection Agreement, such that the termination date shall be July 31, 2004, so that it will terminate on the same date that the interconnection agreement between AT&T's affiliate, TCG South Florida, and Verizon terminates, pursuant to the notice of termination provided by Verizon on April 15, 2004 (as revised by Verizon's letter dated April 27, 2004).

Sincerely yours,



John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

cc: Peggy Nelson, Senior Attorney  
AT&T Law & Government Affairs  
679 Bluff Street  
Glencoe, IL 60022

ATTACHMENT  
E



L. Fredrik Cederqvist  
32 Avenue of the Americas  
Room E561  
New York, NY 10013

Via Facsimile Transmission and Email

June 28, 2004

Mr. John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets  
Verizon  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Re: Termination of Florida Interconnection Agreement

Dear Mr. Peterson:

I previously wrote to you on April 23, 2004, concerning Verizon's intended termination of its Florida interconnection agreements with TCG Florida and AT&T Communications of the Southern States (the "ICAs") as of August 1, 2004.

Among other things, I had asked you to (1) advise whether Verizon would enter into immediate negotiations for limited amendments to the agreements to resolve those issues of greatest concern to Verizon; (2) confirm whether Verizon would extend the existing agreements until an amendment, or if necessary, new agreements are signed; and (3) advise how Verizon intends to handle AT&T and TCG's traffic, orders, provisioning, billing, etc. after August 1.

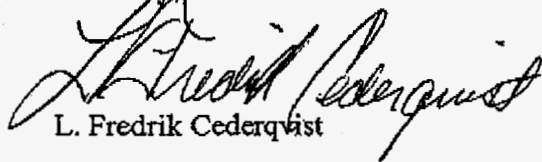
In your response, dated April 28, 2004, you advised that Verizon was considering TCG's request that the parties negotiate terms for and executed a limited amendment to the ICA prior to its termination, and that Mike Daly would be contacting me.

ATTACHMENT  
F

Since that time, we have not had any success in negotiating a limited amendment to the interconnection agreements, although I remain hopeful that we will be able to do so. Regardless, however, I would appreciate your response to the third point of my April 23rd letter, as we need to understand Verizon's intention if we have been unable to amend or extend the ICAs prior to August 1. I would appreciate your response no later than Friday, July 2, 2004.

As stated in my April 28, letter, our primary concern is to be able to continue to serve customers in Florida, and Verizon's unilateral termination of these agreements could jeopardize our ability to continue to provide such service.

Sincerely,

A handwritten signature in cursive script, reading "L. Fredrik Cederqvist". The signature is written in black ink on a light gray background.

L. Fredrik Cederqvist

cc: Mike Daly