

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Intermedia)
Communications Inc. against)
BellSouth Telecommunications, Inc.)
for breach of terms of Florida)
Partial Interconnection Agreement)
under Sections 251 and 252 of the)
Telecommunications Act of 1996,)
and request for relief.)
_____)

DOCKET NO.: 980495-TP
FILED: April 6, 1998

COMPLAINT OF INTERMEDIA COMMUNICATIONS INC.

Intermedia Communications Inc. (Intermedia), through its undersigned counsel, pursuant to Sections 364.01, 364.03, and 364.05, Florida Statutes, and Rule 25-22.036(5), Florida Administrative Code, hereby files this complaint against BellSouth Telecommunications Company (BellSouth) for breach of the terms of Interconnection Agreement between BellSouth and Intermedia (Agreement) approved by the Commission by Order No. PSC-96-1236-FOF-TP, issued on October 7, 1996, and as subsequently amended by BellSouth and Intermedia.

The facts precipitating this complaint do not appear to be in dispute. BellSouth has breached the Agreement by failing to compensate Intermedia for the transport and termination of telephone exchange service local traffic that BellSouth sends to Intermedia for termination with telephone exchange service end-users that are Internet Service Providers (ISPs).

1. JURISDICTION

1. The exact name and address of the complainant is:

Intermedia Communications Inc.
3625 Queen Palm Drive
Tampa, Florida 33619-1309
(813) 829-0011 (telephone)
(813) 829-4923 (telecopier)

DOCUMENT NUMBER-DATE
03947 APR-6 88
FPSC-RECORDS/REPORTING

2. All notices, pleadings, orders and documents in this proceeding should be provided to the following on behalf of Intermedia:

Donna L. Canzano
Patrick Knight Wiggins
Wiggins & Villacorta
2145 Delta Boulevard
Tallahassee, Florida 32303
(850) 385-6007 (telephone)
(850) 385-6008 (telecopier)

Lans Chase
Intermedia Communications Inc.
3625 Queen Palm Drive
Tampa, Florida 33619-1309
(813) 829-0011 (telephone)
(813) 829-4923 (telecopier)

3. The complete name and principal place of business of the respondent to the Complaint is:

BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130

4. Both Intermedia and BellSouth are authorized to provide local exchange services in Florida.

5. Pursuant to Section 252 of the Telecommunications Act of 1996 (Act), Intermedia and BellSouth negotiated the Agreement and filed it with the Florida Public Service Commission (Commission), on June 25, 1996. In accordance with Section 252(e) of the Act, the Commission approved the Agreement by Order No. PSC-96-1236-FOF-TP, issued on October 7, 1996. A copy of the relevant portions of the Agreement and subsequent amendment is attached as Exhibit A.

6. The Commission has jurisdiction to enforce the terms of the Agreement that BellSouth has breached as alleged herein. The

United States Court of Appeals for the Eighth Circuit recently confirmed that pursuant to Section 252 of the Act, state commissions, like this one, "are vested with the power to enforce the terms of the agreements they approve." *Iowa Utilities Board v. FCC*, 120 F.3rd 753 (8th Cir. 1997).

7. The Commission also has jurisdiction to consider this Complaint pursuant to Sections 364.01, 364.03, and 364.05, Florida Statutes, Rule 25-22.036(5), Florida Administrative Code, and Order No. PSC-96-1236-FOF-TP, issued on October 7, 1996.

8. Intermedia's interest in this proceeding is the enforcement of the Interconnection Agreement between Intermedia and BellSouth with respect to the provision of local exchange telecommunications services throughout the state of Florida.

II. BELLSOUTH HAS BREACHED THE AGREEMENT BY FAILING TO COMPENSATE INTERMEDIA FOR TERMINATING LOCAL TRAFFIC

9. Pursuant to terms of the Agreement, Intermedia and BellSouth provide local exchange telecommunications services over their respective networks. This enables end-users subscribing to Intermedia's local exchange service to place calls to end-users subscribing to BellSouth's local exchange service and vice versa.

10. BellSouth sent a letter, dated August 12, 1997, from Mr. Ernest L. Bush to "All Competitive Local Exchange Carriers" stating that BellSouth considers local calls made to ISPs to be jurisdictionally interstate, and that it would not submit payment for the termination of local calls made to ISPs on the networks of Competitive Local Exchange Carriers (CLECS). Intermedia received a copy of this letter, which is attached as Exhibit B. In

accordance with this letter, BellSouth now refuses to pay reciprocal compensation for these BellSouth end-user calls terminated by Intermedia as required by the Agreement.

11. Intermedia responded to BellSouth by letter dated September 2, 1997, rejecting BellSouth's position and urging BellSouth to issue a prompt retraction of the August 12, 1997 letter, and that Intermedia would aggressively pursue every legal avenue available to it should BellSouth implement its decision to withhold mutual compensation for ISP traffic. A copy of the September 2, 1997 letter from Intermedia to BellSouth is attached as Exhibit C.

12. By letter dated September 11, 1997, BellSouth responded to Intermedia's letter. BellSouth reiterated its erroneous position that traffic being delivered to ISPs is not eligible for reciprocal compensation. A copy of the BellSouth September 11, 1997 letter is attached as Exhibit D.

13. BellSouth's refusal to provide reciprocal compensation for local ISP traffic originated by its end-users that terminates on Intermedia's network constitutes a material and willful breach of the terms of the Agreement. BellSouth's action also violates Section 251(b)(5) of the Act which sets forth the obligation of all local exchange companies (LECs) to provide reciprocal compensation. Moreover, BellSouth's action is inconsistent with a number of FCC and state regulatory decisions which have addressed this issue.

14. Section 1(D) of the Agreement defines "Local Traffic" as:
any telephone call that originates in one exchange and terminates in either the same

exchange, or a corresponding Extended Area Service (EAS) exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

15. The traffic at issue originates and terminates in either the same exchange or a corresponding EAS exchange as defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

16. Section IV(A) of the Agreement regarding reciprocal compensation states in part:

The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.

17. Moreover, Section IV(B) of the Agreement states in part that:

Each party will pay the other party for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein.

18. Pursuant to the Agreement, parties owe each other reciprocal compensation for any "Local Traffic" terminated on the other's network.

19. The ISP traffic at issue is originated by a BellSouth end-user, delivered to Intermedia, and terminated on Intermedia's network. Pursuant to the Agreement, calls from BellSouth's end-users to Intermedia's end-users that are ISPs are subject to reciprocal compensation.

20. Nothing in the Agreement or applicable law or regulations creates a distinction pertaining to calls placed to telephone

exchange end-users that happen to be ISPs. All calls that terminate within a local calling area, regardless of the identity of the end-user, are local calls under Section 1(D) of the Agreement, and reciprocal compensation is due for such calls. This includes telephone exchange service calls placed by BellSouth's customers to Intermedia's ISP customers.

21. BellSouth's refusal to recognize ISP traffic as local for purposes of reciprocal compensation is inconsistent with its approach in other contexts. For example, when a BellSouth customer calls an ISP and the traffic is handed off to Intermedia for termination with the ISP, BellSouth argues that the traffic is not local. But when a BellSouth customer calls an ISP that is also a BellSouth customer, then BellSouth regards the traffic as local. More specifically, on information and belief, BellSouth charges its own ISP customers local business line rates for local telephone exchange service that enable customers of BellSouth's ISP customers to connect to their ISP by making a local phone call.

22. BellSouth treats the revenues associated with local exchange traffic to its ISP customers as local for purposes of interstate separations and ARMIS reports.

III. FLORIDA, THE FCC AND NUMEROUS OTHER STATE REGULATORY AUTHORITIES NATIONWIDE HAVE DETERMINED THIS TRAFFIC TO BE LOCAL TRAFFIC, AND BELLSOUTH'S POSITION VIOLATES THE LAW

23. This Commission, the FCC and other state commissions have consistently determined that the traffic at issue is local in nature.

A. Florida

24. In Order No. 21815, issued September 5, 1989, in Docket No. 880423-TP, this Commission completed an investigation into access to the local network for providing information services by concluding, among other things, that end-user access to an ISP is local service. This decision was reached after hearing testimony and argument from a variety of parties, including BellSouth (then Southern Bell). In fact, in reaching its conclusion that ISP traffic is local, the Commission relied in part on testimony from BellSouth's witnesses. In its order, the Commission cited BellSouth testimony that "calls to a VAN (value added network) which use the local exchange lines for access are considered local even though communications take place with data bases or terminals in other states" and "such calls should continue to be viewed as local exchange traffic."¹ The Order also quoted the BellSouth witness who testified that "connection to the local exchange network for the purpose of providing an information service should be treated like any other local exchange service."²

B. The Telecommunications Act of 1996 Requires Reciprocal Compensation for Local Calls to Internet Service Providers

25. The above treatment of local calls to an ISP is not only required under the terms of the Interconnection Agreement, but is also required under the 1996 Act. Specifically, Sections

¹ Order No. 21815, at 24 (emphasis added); 89 F.P.S.C. 9:30.

² Order 21815, at 25; 89 F.P.S.C. 9:31.

251(b) (5), 251(c) (2) and 252(d) (2) of the 1996 Act establish the obligation of ILECs to interconnect with CLECs and to provide reciprocal compensation for the exchange of traffic. The 1996 Act defines the interconnection obligations of ILECs in very broad terms, and provides no basis for excluding local calls to ISPs from interconnection and reciprocal compensation arrangements. Section 3(47) (A) defines "telephone exchange service" simply as "service within a telephone exchange, or within a connected system of telephone exchanges" Section 3(47) (B) provides an even broader definition of telephone exchange service by eliminating the reference to an "exchange," and focuses on the ability of a subscriber to "originate and terminate a telecommunications service."

26. The extremely broad scope of this definition is further clarified by the definition of "telecommunications service" under the 1996 Act. Section 3(46) of the 1996 Act defines "telecommunications service" simply as "the offering of telecommunications for a fee directly to the public" Section 3(43) of the 1996 Act defines "telecommunications" as "the transmission, between or among points specified by the user, of information of the user's choosing" BellSouth attempts to exclude local calls to ISPs from interconnection and reciprocal compensation arrangements is wholly inconsistent with the extremely broad definitions contained in the 1996 Act. In contrast, the broad definitions of "service" in the 1996 Act reflect Congress' desire to accommodate new technologies and new service

applications.

C. The FCC

27. This Commission's determination in Docket No. 880423-TP is consistent with decisions of the FCC. Under current FCC rules, traffic to an ISP is local traffic. The FCC has repeatedly affirmed the rights of ISPs to employ local exchange services, under *intrastate* tariffs, to connect to the public switched telecommunications network.³ The mere fact that an ISP may enable a caller to access the Internet does not alter the legal status of a local connection between the customer and the ISP. The local call to the telephone exchange service of an ISP is a separate and distinguishable transmission from any subsequent Internet connection enable by the ISP.

28. The FCC's recent Report and Order on Universal Service and First Report and Order on Access Charge Reform affirm this fact.⁴ In the *Universal Service Order*, the FCC determined that Internet access consists of severable components: the connection to the ISP via voice grade-access to the public switched network and

³ *Amendments to Part 69 of the Commission's Rules Relating to Enhanced Service Providers*, 3 FCC Rcd 2631, para. 2 n. 8 (1988). In its First Report and Order regarding Access Charge Reform, the Commission reaffirmed this position explicitly and declined to impose access charges on ISPs. *In the Matter of Access Charge Reform, First Report and Order*, CC Docket No. 96-262 (rel. May 17, 1997) ("Access Charge Reform Order"), ¶¶344-348.

⁴ *In the Matter of Federal-State Joint Board on Universal Service, Report and Order*, CC Docket No. 96-45 (rel. May 8, 1997) ("Universal Service Order"); *In the Matter of Access Charge Reform, First Report and Order*, CC Docket No. 96-262 (rel. May 17, 1997) ("Access Charge Reform Order").

the information service subsequently provided by the ISP.⁵ In other words, the first component is a simple local exchange telephone call. Such a call is eligible for reciprocal compensation under the Agreement.

29. In the *Access Charge Reform Order*, the FCC declined to allow LECs to assess interstate access charges on ISP.⁶ Indeed, the FCC characterized the connection from the end-user to the ISP as local traffic: "To maximize the number of subscribers that can reach them *through a local call*, most ISPs have deployed points of presence."⁷

30. In the FCC's *Non-Accounting Safeguards Order*, the Commission determined that the local call placed to an ISP was separate from the subsequent information service provided.⁸ The severability of these components was key to the FCC's conclusion that if each was provided, purchased, or priced separately, the combined transmissions did not constitute a single interLATA transmission.⁹ There can be no doubt that at this time the FCC does not consider the local exchange call to an ISP to be an interstate or international communication -- to the contrary, the

⁵ *Universal Service Order*, paras. 83, 788-789.

⁶ *Access Charge Reform Order*, paras. 344-348.

⁷ *Id.*, at n. 502 (emphasis added).

⁸ *Implementation of the Non-Accounting Safeguards of Sections 271 and 272 of the Communications Act of 1934, As Amended*, First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 96-149 (rel. Dec. 24, 1996), para. 120.

⁹ *Id.*

FCC views such a call to be an intrastate call for jurisdictional purposes.

31. Although the FCC currently is examining the issue of the use of the public switched network by ISPs, it has not altered the existing rules.¹⁰ Moreover, any alteration at this time by the FCC would not affect the terms of Intermedia's Interconnection Agreement with BellSouth.

D. Other State Commissions

32. Several state commissions which have addressed this issue have reached the conclusion that calls from an end-user to an ISP are local traffic subject to reciprocal compensation.

33. The Virginia State Corporation Commission, in response to a petition filed by Cox Virginia Telecom, Inc., determined that calls to ISPs are local and that the presence of an Alternative Local Exchange Carrier (ALEC) does not change the local nature of the call.¹¹ When New York Telephone (NYT) unilaterally withheld payment of reciprocal compensation for local exchange traffic delivered to ISPs, the New York Public Service Commission ordered

¹⁰ *Notice of Inquiry, Usage of the Public Switched Network by Information Service and Internet Access Providers*, F.C.C., CC Docket 96-263 (released Dec. 24, 1996) ("NOI Proceeding"); see also *In the Matter of Request by ALTS for Clarification of the Commission's Rules Regarding Reciprocal Compensation for Information Service Provider Traffic*, F.C.C., CCB/CPD 97-30 (F.C.C.) ("ALTS Proceeding") (decision pending).

¹¹ *Petition of Cox Virginia Telecom, Inc. for Enforcement of Interconnection Agreement with Bell Atlantic-Virginia, Inc. and Arbitration Award for Reciprocal Compensation for Termination of Local Calls to Internet Service Providers*, Case No. PUC970069 (Va. State Corp. Comm'n Oct. 27, 1997). Bell Atlantic has appealed this decision to the Virginia Supreme Court.

NYT to continue to pay reciprocal compensation for such traffic.¹² Following the filing of a similar complaint, the Maryland Public Service Commission ruled that local exchange traffic to an ISP is local in nature and eligible for reciprocal compensation and ordered Bell Atlantic-Maryland, Inc. to pay reciprocal compensation previously withheld.¹³ Likewise, in response to a petition by Southern New England Telephone Company, the Connecticut Department of Public Utility Control issued a decision holding that local exchange traffic to ISPs is local in nature and eligible for reciprocal compensation.¹⁴ When US West asserted a similar argument (that traffic originated by or terminated to enhanced service providers should be exempted from reciprocal compensation arrangements under Interconnection Agreements) the states of Arizona,¹⁵ Colorado,¹⁶ Minnesota,¹⁷ Oregon¹⁸, and Washington¹⁹ all

¹² *Proceeding on Motion of the Commission to Investigate Reciprocal Compensation Related to Internet Traffic, Case 97-C-1275, Order Denying Petition and Instituting Proceeding (N.Y.P.S.C. July 17, 1997).* The Order also instituted a proceeding to consider issues related to Internet access traffic. Comments and Reply Comments have been filed.

¹³ Letter dated September 11, 1997 from Daniel P. Gahagan, Executive Secretary, Maryland Public Service Commission, to David K. Hall, Esq., Bell Atlantic-Maryland, Inc. On October 1, 1997, the Commission confirmed that decision rejecting a BA-MD Petition for Reconsideration. Bell Atlantic has appealed this decision to the Circuit Court of Montgomery County, Maryland.

¹⁴ *Petition of the Southern New England Telephone Company for a Declaratory Ruling Concerning Internet Services Provider Traffic, Docket No. 97-05-22, Decision (Conn. D.P.U.C. Sept. 17, 1997).*

¹⁵ *Petition of MFS Communications Company, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions with US WEST Communications, Inc., Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996, Opinion and Order, Decision No.*

declined to treat traffic to ISPs any differently than other local traffic.

34. Intermedia submits that the persuasive authority of the above-referenced state commissions is consistent with this Commission's historic treatment of services provided to ISPs. The consistency in these holdings supports the conclusion that the term Local Traffic, as used in the Agreement and as understood by those practicing within the industry and by those regulatory bodies

59872, Docket No. U-2752-96-362 et al. (Arizona Corp. Comm. Oct 29, 1996) at 7.

¹⁶ *Petition of MFS Communications Company, Inc. for Arbitration Pursuant to 47-U.S.C. § 252(b) of Interconnection Rates, Terms, and Conditions with US WEST Communications, Inc., Decision Regarding Petition for Arbitration, Docket No. 96A-287T, at 30 (Col. PUC Nov. 5, 1996). The Colorado Public Utilities Commission has since affirmed its rejection of US West's efforts to exclude ISP traffic from reciprocal compensation by rejecting such a provision in a proposed US West tariff. The Investigation and Suspension of Tariff Sheets Filed by US West Communications, Inc. With Advice Letter No. 2617, Regarding Tariffs for Interconnection, Local Termination, Unbundling and Resale of Services, Docket No. 96A-331T, Commission Order, at 8 (Colo. P.U.C. July 16, 1997).*

¹⁷ *Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCImetro Access Transmission Services, Inc., and MFS Communications Company for Arbitration with US WEST Communications, Inc., Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996, Order Resolving Arbitration Issues, Docket Nos. P-442, 421/M-96-855, P-5321, 421/M-96-909, P-3167, 421/M-96-729 (Minn. PUC Dec. 2, 1996) at 75-76.*

¹⁸ *Petition of MFS Communications Company, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996, Commission Decision, Order No. 96-324 (Ore. PUC Dec. 9, 1996) at 13.*

¹⁹ *In the Matter of Petition for Arbitration of an Interconnection Agreement Between MFS Communications Company, Inc. and US WEST Communications, Inc., Pursuant to 47 USC § 252, Arbitrator's Report and Decision, Docket No. UT-960323 (Wash. Utils. and Transp. Comm. Nov. 8, 1996) at 26.*

overseeing the industry at the time the Agreement was entered into, includes calls from end-users to ISPs.

IV. BELLSOUTH'S POSITION IS ANTICOMPETITIVE AND IS INCONSISTENT WITH ITS RECENT APPLICATION TO PROVIDE INTERLATA SERVICES IN FLORIDA

35. The untenable nature of BellSouth's change of position is underscored by the fact that if such traffic were deemed interstate rather than local, BellSouth's provision of interLATA service to a BellSouth customer connected with BellSouth's own ISP would be a violation of Section 271 of the Act, which presently prevents BellSouth from providing interLATA service in Florida.²⁰ Undoubtedly, BellSouth does not intend for this result to occur.

36. BellSouth's position also demonstrates anticompetitive behavior. Any carrier terminating calls to an ISP incurs costs in terminating such calls (which are the same costs incurred in terminating calls to any other end-user). Since BellSouth controls most of the originating traffic within its territory, its newly announced position would force Intermedia and other new entrants to terminate these calls without compensation. The inevitable result would be that no ALEC would seek to furnish service to an ISP, since providing that service would result in uncompensated termination costs. This would leave BellSouth with a *de facto* monopoly over ISP end-users, a state of affairs that was not intended by Section 271 and other provisions of the Act.

²⁰ *In re: Consideration of BellSouth Telecommunications, Inc.'s entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996, Order No. PSC-97-1459-FOF-TL issued November 19, 1997, in Docket No. 960786-TL.*

37. Recent filings by ISPs in the ALTS Proceeding underscore the anticompetitive impact of BellSouth's action on ALECs that serve ISPs. Simply stated ISPs believe that they will be unable to obtain service from ALECs if BellSouth succeeds in withholding Reciprocal Compensation for calls to ISPs.

38. Upon information and belief, BellSouth, through BellSouth.Net, is now offering its own Internet access service to consumers further aggravating this anticompetitive effect. By gaining monopoly power over local exchange service to ISPs and increasing their costs for network access, BellSouth will be in a position to drive competing ISPs out of the local market, thereby leaving BellSouth with a *de facto* monopoly over access to the Internet.

39. When the FCC recently rejected Ameritech's application to provide in-region interLATA service for the state of Michigan pursuant to Section 271 of the Act, it made findings applicable to this Complaint. One such finding is that for a Bell Operating Company's (BOC) application under Section 271 to be granted, ". . . there must be just and reasonable reciprocal compensation for the transport and termination of calls between an incumbent and a new entrant's network."²¹ The change in position taken by BellSouth with regard to ISP traffic under the Agreement is neither just nor reasonable, and would support a decision to preclude BellSouth from

²¹ *Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-region InterLATA Services in Michigan*, CC Docket No. 97-137, Memorandum Opinion and Order, ¶ 293 (F.C.C. released Aug. 19, 1997).

obtaining Section 271 authority.

40. Further, in its "public interest" review of Ameritech's Section 271 application, the FCC stated that in such cases it will consider whether the BOC has engaged in discriminatory or other anticompetitive conduct or has failed to comply with state and federal telecommunications regulations.²² A BOC's good faith compliance with its obligations under the Act is essential to the development of local competition, and BellSouth plainly is negating its ability to obtain Section 271 authority by taking the unlawful and anticompetitive position it has adopted regarding reciprocal compensation for local exchange traffic to end-users who happen to be ISPs.

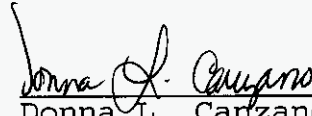
V. REQUEST FOR RELIEF

WHEREFORE, Intermedia Communications Inc. requests that the Commission: (1) determine that BellSouth has breached the Agreement by failing to pay Intermedia reciprocal compensation for the transport and termination of telephone exchange service local traffic originated by BellSouth's end-user customers and sent to Intermedia for termination with ISPs that were Intermedia's end-user customers; (2) enforce the Interconnection Agreement by ordering BellSouth to pay Intermedia for terminating such local traffic under the reciprocal compensation provisions of the

²² *Id.* at ¶ 397.

Agreement; and (3) grant such other relief as the Commission deems appropriate.

Respectfully submitted,



Donna L. Carzano
Patrick Knight Wiggins
Wiggins & Villacorta, P.A.
2145 Delta Boulevard
Suite 200
Post Office Drawer 1657
Tallahassee, Florida 32302
(850) 385-6007 Telephone
(850) 385-6008 Facsimile

Counsel for Intermedia
Communications Inc.

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc., ("ICI"), a Delaware corporation and shall be deemed effective as of July 1, 1996. This agreement may refer to either BellSouth or ICI or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ICI is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ICI agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ICI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICI to an end user of BellSouth or ICI.

D. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

E. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

G. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

OK
The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable ICI to provide competing telephone exchange service and private line service within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning July 1, 1996.

B. The parties agree that by no later than July 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1998.

C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 1 1997. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the parties continue beyond July 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to July 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic

Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

C. The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than \$40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period—\$40,000.00; 3rd period—\$30,000.00; and 4th period—\$20,000.00. The cap shall be \$0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

D. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.

C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that ICI shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

D. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ICI.

XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute.

However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXIV. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

ICI

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
INTERMEDIA COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc., ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

Eliminations and Insertions

1. The Parties agree to eliminate and strike out of the Interconnection Agreement all of paragraphs IV(C) and IV(D) on page 4, and inserting in place thereof the following paragraphs:

C. Left Blank Intentionally

D. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as the actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

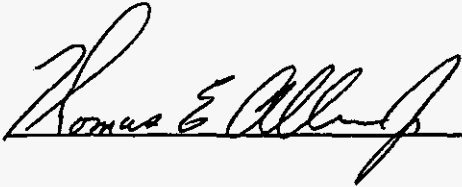
2. The Parties further agree to eliminate and strike out of the Interconnection Agreement all of the language of Attachment A, leaving Attachment A blank intentionally.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

INTERMEDIA COMMUNICATIONS, INC.

By: 

DATE: 2-24-97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 2/24/99

EXHIBIT B

BellSouth Telecommunications, Inc. 404 327-7150
Room 4428 Fax 404 420-6231
675 West Peachtree Street, N.E. Internet: Ernest.L.Bush
Atlanta, Georgia 30375 @bridge.bellsouth.com

Ernest L. Bush
Assistant Vice President -
Regulatory Policy & Planning

SN91081223

August 12, 1997

To: All Competitive Local Exchange Carriers
Subject: Enhanced Service Providers (ESPs) Traffic

The purpose of this letter is to call to your attention that our interconnection agreement applies only to local traffic. Although enhanced service providers (ESPs) have been exempted from paying interstate access charges, the traffic to and from ESps remains jurisdictionally interstate. As a result, BellSouth will neither pay, nor bill, local interconnection charges for traffic terminated to an ESP. Every reasonable effort will be made to insure that ESP traffic does not appear on our bills and such traffic should not appear on your bills to us. We will work with you on a going forward basis to improve the accuracy of our reciprocal billing processes. The ESP category includes a variety of service providers such as information service providers (ISPs) and internet service providers, among others.

On December 24, 1996, the Federal Communications Commission (FCC) released a Notice of Proposed Rule Making (NPRM) on interstate access charge reform and a Notice of Inquiry (NOI) on the treatment of interstate information service providers and the Internet. Docket Nos. 96-262 and 96-263. Among other matters, the NPRM and NOI addressed the information service provider's exemption from paying access charges and the usage of the public switched network by information service providers and internet access providers.

Traffic originated by and terminated to information service providers and internet access providers enjoys a unique status, especially call termination. Information service providers and internet access providers have historically been subject to an access charge exemption by the FCC which permits the use of basic local exchange telecommunications services as a substitute for switched access service. The FCC will address this exemption in the above-captioned proceedings. Until any such reform affecting information service providers and internet access providers is accomplished, traffic originated to and terminated by information service providers and internet access providers is exempt from access charges. This fact, however, does not make this interstate traffic "local", or subject it to reciprocal compensation agreements.

Please contact your Account Manager or Marc Cathey (205-977-3311) should you wish to discuss this issue further. For a name or address change to the distribution of this letter, contact Echnlynn Pugh at 205-977-1124.

Sincerely,



EXHIBIT C

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D. C. 20036

(202) 955-9600

FACSIMILE

(202) 955-9792

WRITER'S DIRECT LINE

(202) 955-9664

NEW YORK, N.Y.
LOS ANGELES, CA.
MIAMI, FL.
CHICAGO, IL.
STAMFORD, CT.
PARSIPPANY, N.J.
BRUSSELS, BELGIUM
HONG KONG
AFFILIATED OFFICES
NEW DELHI, INDIA
TOKYO, JAPAN

September 2, 1997

**VIA FACSIMILE
AND U.S. MAIL**

Jere A. Drummond, President
BellSouth Telecommunications, Inc.
45th Floor
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Re: BellSouth Letter Contemplating Nonpayment
of Mutual Compensation for ISP Traffic

Dear Mr. Drummond:

On behalf of my client, Intermedia Communications Inc. ("Intermedia"), I am responding to a letter dated August 12, 1997, sent under the name of Ernest Bush and directed to "All Competitive Local Exchange Carriers." That letter states that BellSouth considers local calls made to Internet service providers ("ISPs") to be jurisdictionally interstate, and that BellSouth will not submit payment for the termination of local calls made to Internet service providers on Intermedia's network. As discussed below, we reject BellSouth's position in the strongest terms, and urge BellSouth to issue a prompt retraction of the August 12 letter.

As you no doubt know from the comments recently filed by Intermedia and every other competitive carrier participating in the FCC's Docket CCB/CPD 97-30 proceeding, the argument against mutual compensation for the termination of local calls made to ISPs is rejected by the entire competitive carrier community and is embraced only by

KELLEY DRYE & WARREN LLP

Jere A. Drummond, President
September 2, 1997
Page 2

some incumbent local exchange carriers ("ILECs"). I will not restate the arguments made by Intermedia and others before the FCC, but will observe that the weight of evidence in that proceeding makes clear that the Communications Act, FCC rules and policies, recent action by the New York Public Service Commission, existing interconnection agreements (including that between BellSouth and Intermedia), and the consistent practices of BellSouth and other ILECs compel the conclusion that ILECs are obligated to pay mutual compensation for such traffic. The action threatened by BellSouth may also run afoul of the Customer Proprietary Network Information provisions of Section 222 of the Communications Act. Finally, if BellSouth's argument were to be accepted, and a regulator found that all Internet traffic is inherently jurisdictionally interstate, such a decision would compel a finding that BellSouth is currently providing interLATA services through its separate subsidiary, BellSouth.net. Of course, such an interpretation would place BellSouth directly in violation of Section 271 of the Communications Act.

Moreover, the action contemplated by BellSouth would violate the dispute resolution provision of the interconnection agreement between BellSouth and Intermedia. That agreement commits both parties to resolve disputes relating to the agreement through recourse to the appropriate state regulatory body, and does not countenance the unilateral action that BellSouth has proposed.

The arbitrary and unilateral action contemplated in the August 12 letter would, if implemented, demonstrate bad faith on BellSouth's part and would constitute patently anticompetitive conduct. Be advised that such action would impose considerable -- and perhaps irreparable -- damage on Intermedia and would expose BellSouth to substantial liability. Of equal significance, be advised that a unilateral refusal to pay mutual compensation to Intermedia will be relevant to the public interest determinations that are part of the interLATA relief proceedings under Section 271 of the Communications Act that are now being conducted in Florida, Alabama, Georgia and North Carolina, and that are anticipated in other states within the BellSouth service area; the 271 review of BellSouth currently being conducted by the U.S. Department of Justice; and the 271 analysis that ultimately will be conducted by the FCC.

This issue is of critical importance to Intermedia, and I have been instructed to advise you that Intermedia will aggressively pursue every legal avenue available to it should BellSouth make good on its threat to withhold mutual compensation for ISP traffic. We therefore request a response to this letter from BellSouth by noon on Thursday, September 4, 1997. If Intermedia has not received written assurance that BellSouth will remit payment for terminating ISP traffic that is owed to Intermedia, we will immediately initiate the

KELLEY DRYE & WARREN LLP

Jere A. Drummond, President
September 2, 1997
Page 3

appropriate legal and regulatory action. Please direct your response to me at the facsimile number listed above.

Sincerely,


Jonathan E. Carlis

cc: Whit Jordan
Ernest L. Bush
Mark L. Fielder

EXHIBIT D

Harris R. Anthony
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375-0001
Telephone: 404-335-0789
Facsimile: 404-614-4054

September 11, 1997

Jonathan E. Canis
Kelley Drye & Warren
1200 19th Street, N.W.
Suite 1500
Washington, D.C. 20036

Re: Reciprocal Compensation For ISP Traffic

Dear Mr. Canis:

This is in response to your September 2, 1997 letter to Mr. Jere A. Drummond. In your letter, you express your disagreement with Mr. Bush's letter of August 12, 1997 wherein he brought to the attention of local carriers that the reciprocal compensation provisions of BellSouth's interconnection agreements apply only to local traffic. Accordingly, traffic being delivered to internet service providers (ISPs), which is jurisdictionally interstate, is not eligible for reciprocal compensation.

Your letter contains several observations which you believe create an obligation on the part of BellSouth to pay mutual compensation for ISP traffic. As discussed below, Intermedia is mistaken as to the jurisdictional nature of the ISP traffic. Likewise, your statements that BellSouth may be violating certain provisions of the Communications Act are unfounded.

Contrary to your apparent belief, there is no basis in fact or law that would support your position that ISP traffic is intrastate, let alone "local" for reciprocal compensation purposes. It is well established that whether a communication is interstate and, thus, within the exclusive jurisdiction of the FCC depends on the end-to-end nature of the communication itself. ISP traffic does not terminate on Intermedia's local facilities. Rather, the traffic traverses these facilities as well as those of the ISP and the internet transport provider(s) to establish a communications path to distant internet destination(s). The communication terminates at the distant internet site. Internet end-to-end communication paths are typically interstate in nature because they not only cross state boundaries but often national boundaries as well. Even in the instances where the distant internet site is within the same state as the originating end of the communication, the dynamic aspects of internet communications make such communications inseverable from the interstate traffic. Under existing case law, such traffic must also be considered interstate.

Mr. Jonathan E. Canis
September 11, 1997
Page 2

Further, the FCC has already exercised its jurisdiction over internet traffic. The Commission's grant of an exemption from the payment of interstate access charges to enhanced service providers must necessarily be based upon fact that by definition such traffic was interstate in the first instance. Otherwise, the Commission would not have had the jurisdiction to grant an exemption. A fact often lost is that the access charge exemption affects the rate an incumbent LEC may charge an ISP, not the jurisdictional nature of the ISP traffic. The access charge exemption is a transitional mechanism that was prescribed by the Commission to avoid significant economic dislocation in the then nascent enhanced services market. Nothing in the creation of the access charge exemption altered the jurisdictional nature of the end-to-end communications. The traffic remains jurisdictionally interstate. Be advised, however, that the FCC's access charge exemption for ISPs is directed only to incumbent LECs. Intermedia, as a competitive local exchange carrier, is free to charge appropriate access rates in order to compensate it fully for any services it provides to ISPs.

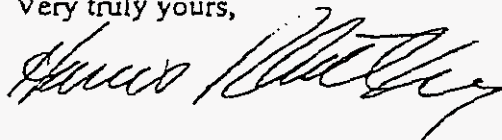
In its Local Interconnection Order, the FCC made it abundantly clear that reciprocal compensation rules only apply to traffic that originates and terminates within a local area. The rules do not apply to non-local traffic, such as ISP or other interstate interexchange traffic, none of which terminates in the local area.

Your letter incorrectly contends that if ISP traffic is interstate, such a jurisdictional determination would compel a finding that BellSouth, through its BellSouth.net subsidiary, is engaged in the provision of interLATA services in violation of Section 271 of the Communications Act. BellSouth merely provides a gateway to the internet. It does not provide any of the interLATA internet transport. Such transport is provided by non-affiliated interLATA carriers. Thus, BellSouth's internet gateway is not unlike the interstate access services BellSouth provides for interLATA voice communications, except that the internet gateway is an enhanced service. While the end-to-end communication may be interLATA, the access components of that communication are not.

Similarly without merit is the assertion that BellSouth, in not paying reciprocal compensation for interstate ISP traffic, may run afoul of the Customer Proprietary Network Provisions in Section 222 of the Communications Act. Even assuming *arguendo* that customer network proprietary information were involved, nothing in Section 222 would prevent BellSouth from rendering proper bills for its services including the determination of amounts to exclude from the payment of reciprocal compensation.

BellSouth is fully meeting its obligations under the Communications Act and the interconnection agreements it has negotiated. To the extent, however, that Intermedia has a dispute with regard to the interconnection agreement, Intermedia is free to seek resolution of the dispute before the appropriate state regulatory body.

Very truly yours,



cc: Ernest Bush

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by hand delivery(*) or U.S. Mail this 6th day of April, 1998 to the following:

Charlie Pellegrini*
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Nancy White*
c/o Nancy Sims
BellSouth Telecommunications
150 South Monroe St., Ste. 400
Tallahassee, FL 32301

Richard D. Melson
Hopping Green Sams & Smith
P.O. Box 6526
Tallahassee, FL 32314

Floyd Self
Messer, Caparello & Self
215 S. Monroe Street
Tallahassee, FL 32399

Kenneth A. Hoffman
Rutledge, Ecenia, Underwood,
Purness & Hoffman
215 South Monroe Street
Suite 420
Tallahassee, FL 32301-1841



Donna L. Canzano