

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of WorldCom Technologies, )  
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. 971478-TP

In re: Complaint of Teleport Communications )  
Group Inc./TCG South Florida for Enforce- )  
ment of Section IV.C of its Interconnection )  
Agreement with BellSouth Telecommunications, )  
Inc. and Request for Relief. )

Docket No. 980184-TP

In re: Complaint of Intermedia Communica- )  
tions, Inc. against BellSouth Telecommunica- )  
tions, Inc., for breach of terms of Florida )  
Partial Interconnection Agreement under )  
Sections 251 and 252 of the Telecommuni- )  
cations Act of 1996 and request for relief. )

Docket No. 980495-TP

In re: Complaint of MCImetro Access Trans- )  
mission Services, Inc., against BellSouth )  
Telecommunications, Inc., for breach of terms )  
of interconnection agreement under Section 252 )  
of the Telecommunications Act of 1996 and )  
request for relief. )

Docket No. 980499-TP

Filed: October 28, 1998

COMPLAINANTS' JOINT RESPONSE  
IN OPPOSITION TO  
BELLSOUTH TELECOMMUNICATIONS, INC.'S  
MOTION FOR STAY PENDING APPEAL

WorldCom Technologies, Inc. ("WorldCom"), Teleport Communications Group Inc./TCG South Florida ("TCG"), Intermedia Communications, Inc. ("Intermedia") and MCImetro Access Transmission Services, Inc. ("MCI") (hereinafter referred to collectively as the "Complainants"), pursuant to Rule 28-106.204, Florida Administrative Code, hereby file their Joint Response in

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Opposition to BellSouth Telecommunications, Inc.'s ("BellSouth") Motion for Stay Pending Appeal ("Motion"). The Commission lacks jurisdiction to grant the relief requested by BellSouth and, for that reason alone, must deny BellSouth's Motion. Alternatively, if the Commission determines that it has jurisdiction to act on BellSouth's Motion, BellSouth has failed to meet the requirements for the granting of a stay under the Commission rule.

**A. THE COMMISSION LACKS JURISDICTION TO GRANT  
THE STAY REQUESTED BY BELLSOUTH**

BellSouth seeks a stay of Order No. PSC-98-1216-FOF-TP issued September 15, 1998 ("Final Order") pending the outcome of BellSouth's Petition for Judicial Review of the Final Order and Complaint for Declaratory Judgment and Injunctive Relief ("BellSouth's Petition") filed with the United States District Court, Northern District of Florida ("Northern District").<sup>1</sup> BellSouth presumably has come to the Commission for a stay under the guise of Rule 9.310(a), Florida Rules of Appellate Procedure, which provides that a party seeking a stay of a final order pending review shall initially seek the stay in the lower tribunal. BellSouth's pursuit of a stay from the Commission is fatally misplaced. Rule 9.010, Florida Rules of Appellate Procedure, expressly provides that the Florida Rules of Appellate Procedure "govern all proceedings ... in the supreme court, the district courts of appeal, and the circuit courts in the exercise of the jurisdiction described by rule 9.030(c)...." BellSouth's Petition challenging the Final Order filed with the Northern District pursuant to 47 U.S.C. §252(e)(6) clearly falls outside the scope of the Florida Rules of Appellate Procedure and the procedures governing a stay therein. As discussed below, the relief sought by BellSouth, delay of implementation of the Final Order, may only be secured by applying for a

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<sup>1</sup>See Exhibit 1 to BellSouth's Motion.

preliminary injunction (as opposed to a stay) with the Northern District pursuant to Rule 65, Federal Rules of Civil Procedure. There is no question that the Commission lacks the statutory authority to issue such an injunction.

Recent authority for this conclusion is found in Illinois Bell Telephone Company v. WorldCom Technologies, Inc., 1998 WL 652145 (7<sup>th</sup> Cir., Sept. 23, 1998) (Ill.) ("Illinois Bell"). In Illinois Bell, Ameritech appealed a final order of the Illinois Commerce Commission ordering Ameritech to pay reciprocal compensation to WorldCom and other competitive local exchange carriers for calls terminated by these competing local exchange carriers to Internet Service Providers ("ISPs") under their respective interconnection agreements with Ameritech. Soon after filing its appeal, Ameritech sought and was granted a stay of the Illinois Commerce Commission's order by the United States District Court for the Northern District of Illinois. The Northern District of Illinois ultimately upheld the order of the Illinois Commerce Commission. Illinois Bell Telephone Company v. WorldCom Technologies, Inc., 1998 WL 419493 (N.D. Illinois, July 23, 1998). Ameritech then appealed the decision of the Northern District of Illinois to the United States Court of Appeals, Seventh Circuit and sought a second stay from the Seventh Circuit. In Illinois Bell, the Seventh Circuit denied the stay and held that the initial stay should not have been issued by the Northern District of Illinois.

The Illinois Bell decision confirms that the only legally available relief to a Bell Operating Company to delay the effectiveness of a state commission order requiring a Bell Operating Company to comply with an interconnection agreement approved by a state commission pursuant to the Federal Telecommunications Act of 1996 ("Act") is not a stay, but a preliminary injunction, and only

if the Bell Operating Company satisfies the requirements for a preliminary injunction by showing, inter alia, a substantial likelihood of success on the merits and irreparable injury.

**B. IF THE COMMISSION DETERMINES THAT IT HAS JURISDICTION TO ACT ON TO BELLSOUTH'S MOTION, THE REQUEST FOR A STAY SHOULD BE DENIED**

**1. BellSouth is not entitled to an automatic stay under Rule 25-22.061(1)(a)**

BellSouth initially maintains that it is entitled to an automatic stay under Rule 25-22.061(a), Florida Administrative Code. Rule 25-22.061(1)(a) provides for an automatic stay of a Commission order "[w]hen the order being appealed involves the refund of monies to customers...." BellSouth argues that the Final Order on appeal is effectively a refund of monies to customers.<sup>2</sup> BellSouth's position has no merit.

Rule 25-22.061 was adopted effective February 1, 1982, some sixteen years before the passage of the federal law (the Act) governing state commission approval of interconnection agreements between incumbent local exchange carriers and alternative local exchange carriers and the resolution of disputes concerning such agreements. The rule was adopted during a period of full rate base regulation of telecommunication companies and other utilities regulated by the Commission and was intended to protect customers of fully regulated utilities by allowing a utility to delay a refund of monies due to customers pending an appeal by the utility as long as the utility posted sufficient security.

Rule 25-22.061(1)(a) has been consistently applied by the Commission to stay Commission orders requiring refunds of revenues due customers pursuant to Commission order pending an

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<sup>2</sup>BellSouth's Motion, at 6.

appeal by the utility. The rule has been applied to impose a mandatory stay of Commission orders requiring refunds to customers of interim revenues<sup>3</sup> and final revenues<sup>4</sup>. Here, the Final Order of the Commission does not entail a refund as commonly defined and applied by the Commission under Rule 25-22.061(1)(a). A "refund" is defined by Webster's New Twentieth Century Dictionary, 2<sup>nd</sup> Edition (1983) as:

to repay; to give back or pay back (money, etc.) in restitution, in compensation for overpayment, etc.; as, the store offers to *refund* the purchase price if the customer is not satisfied.

BellSouth is not required by the Commission's Final Order in this case to refund any overpayment previously received from Complainants. To the contrary, BellSouth is being told to honor its contractual obligations to pay Complainants for terminating services that Complainants have been providing to BellSouth for over a year.<sup>5</sup> BellSouth's obligation to pay overdue amounts for services received from Complainants does not constitute a "refund" in any sense of that term.

Second, Rule 25-22.061(1)(a) applies only to refunds of monies to customers. As previously discussed, the rule was intended and has been applied by the Commission to protect customers of regulated utilities pending the outcome of an appeal (so long as sufficient security is posted). The

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<sup>3</sup>In Re: Application for rate increase by Southern States Utilities, Inc., Order No. PSC-97-0099-FOF-WS issued January 27, 1997; 97 F.P.S.C. 1:542.

<sup>4</sup>In Re: Application for rate increase by SOUTHERN STATES UTILITIES, INC., Order No. PSC-98-0749-FOF-WS issued May 29, 1998; 98 F.P.S.C. 5:459.

<sup>5</sup>In the case of WorldCom, pursuant to WorldCom's interconnection agreement with BellSouth, monies due for the termination of calls to ISPs have been placed in an escrow account.

Complainants are not customers - - they are carriers, alternative local exchange companies, who are parties to interconnection agreements approved by the Commission under the Act.

Accordingly, because the Final Order does not require BellSouth to make refunds to customers, BellSouth's request for an automatic stay under Rule 25-22.061(1)(a) must be denied.

**2. BellSouth is not entitled to a discretionary stay under Rule 25-22.061(2)**

BellSouth argues, in the alternative, that the Commission should grant a stay under Rule 25-22.061(2), Florida Administrative Code. BellSouth's alternative request for a stay should also be denied.

Rule 25-22.061(2) authorizes the Commission to grant a stay of a final order pending judicial review when the party seeking the stay has satisfied criteria similar to that necessary to the issuance of a preliminary injunction. Specifically, Rule 25-22.061 provides that the Commission may consider: "(a) [w]hether the petitioner is likely to prevail on appeal; (b) [w]hether the petitioner has demonstrated that he is likely to suffer irreparable harm if the stay is not granted; and (c) [w]hether the delay will cause substantial harm or be contrary to the public interest." BellSouth's attempt to satisfy the criteria in the rule falls woefully short.<sup>6</sup>

**Whether BellSouth is likely to Prevail On Appeal**

BellSouth predicates its request for a stay under Rule 25-22.061(2) on the allegation that it "has raised serious and substantial issues concerning the appropriate treatment of ISP traffic."<sup>7</sup>

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<sup>6</sup>It must be reiterated that under Illinois Bell, the Commission lacks jurisdiction to grant a stay sought by BellSouth. As in the case of Ameritech in Illinois Bell, BellSouth "needs an interlocutory injunction." Illinois Bell, at \*2.

<sup>7</sup>BellSouth's Motion, at 7.

BellSouth's self-serving characterization of its position is irrelevant to the granting of a stay. More importantly, by its own admission, BellSouth's arguments in support of a stay amount to nothing more than a regurgitation of arguments rejected by this Commission, at least twenty other state commissions across the nation, three federal district courts and one state court. In the words of the Seventh Circuit, "the score at the moment is 25-0 against Ameritech and the other Baby Bells." Illinois Bell, at \*1; see also Exhibit A to this Joint Response.

Reprising the arguments in its posthearing brief, BellSouth again posits that ISP traffic is jurisdictionally interstate and not local traffic subject to reciprocal compensation provisions in the interconnection agreements between BellSouth and the Complainants.<sup>8</sup> While the characterization of traffic terminated to ISPs may remain an open question before the FCC, the FCC's ultimate decision on this issue is of no moment to this case. The Commission based its decision on this record, the language in the Complainants' interconnection agreements with BellSouth, the course of conduct of the parties, the standard industry definition of "termination" and Commission precedent. Final Order, at 18-19. Indeed, if at some point in the future, the FCC were to determine that traffic terminated to ISPs is interstate in nature in the context of reciprocal compensation provisions for the exchange of local traffic under interconnection agreements approved pursuant to the Act, such a determination could not be retroactively applied to impair or modify the interconnection agreements with the Complainants approved by the Commission.

Like the Commission, the Northern District of Illinois conducted an analysis of FCC decisions addressing ISP issues. The Northern District of Illinois, like this Commission, concluded:

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<sup>8</sup>BellSouth's Motion for Stay Pending Appeal, at 7.

that at the time that the Agreements were entered into there was no clear FCC position on whether or not calls to Internet ISPs are interstate exchange access calls. The FCC is currently reviewing the very question at issue in this case. Accordingly, the answer to the question of the interpretation of the Agreements lies principally in contract interpretation. These are questions that this court must review with substantial deference to the ICC's findings.<sup>9</sup>

This Commission reached a similar conclusion, buttressed by the fact that the Commission itself, based on testimony provided by BellSouth, concluded many years before the interconnection agreements at issue were executed and approved, that calls terminated to ISPs should be treated as local exchange traffic. Final Order, at 14, citing Order No. 21815 issued September 5, 1989.

Notwithstanding this Commission's determination that the payment of reciprocal compensation to the Complainants for the termination of ISP traffic is a function of contract interpretation, the state of the law in effect at the time the agreements were entered into and the conduct of the parties as reflected by the record, BellSouth continues to argue that it is likely to prevail on appeal in light of a pending FCC ruling which will purportedly govern the jurisdictional nature of ISP traffic. Again, BellSouth's arguments are both misplaced and lacking in merit. In support of its contention that the FCC will soon issue a governing ruling on the jurisdictional nature of ISP traffic, BellSouth attached and cited a response of the FCC filed in the United States District Court for the Western District of North Carolina, Charlotte Division, a case involving yet another BellSouth appeal of a state regulatory commission order requiring BellSouth to pay reciprocal compensation for the termination of calls to ISPs. The FCC response was filed as an amicus curiae

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<sup>9</sup>Illinois Bell Telephone Company v. WorldCom Technologies, Inc., 1998 WL 419493 (N.D. Ill.), at \*12.



in response to BellSouth's motion for referral of the issues on appeal in the North Carolina proceeding to the FCC.<sup>10</sup>

In BellSouth's Motion, BellSouth refers to the FCC response and argues that the FCC is required to render a ruling by October 30, 1998 concerning the jurisdictional nature of an interstate access tariff filed by GTE to establish a new digital subscriber line service that provides a high speed access connection between an end user subscriber and an ISP. Thus, according to BellSouth, the jurisdictional nature of ISP traffic will be resolved once and for all on October 30, 1998. Unfortunately, the FCC sees it quite differently. A close reading of the FCC's response in the North Carolina appeal belies BellSouth's contention. In its response, the FCC summarized its position as follows:

It is unclear whether, or the extent to which, the FCC's resolution of the jurisdictional issue in the GTE tariff proceeding will be relevant to the proper treatment of ISP traffic under the terms of the interconnection agreement between BellSouth and US LEC. The FCC notes that the jurisdictional issue before it in the tariffed proceeding does not involve application of the reciprocal compensation provisions of section 251(b)(5) or interpretation of the terms of an interconnection agreement (footnote omitted). Moreover, the proper construction of the specific compensation agreement previously entered into between the parties would not necessarily turn on a subsequent determination by the FCC with respect to its jurisdiction over ISP traffic.<sup>11</sup>

Thus, in refusing to take a position on BellSouth's motion for referral concerning the jurisdictional and contract interpretation issues in the North Carolina appeal, the FCC, consistent with the Final Order of this Commission and other authorities across the nation, acknowledged that

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<sup>10</sup>The FCC response was served on August 27, 1998.

<sup>11</sup>See Exhibit 2 to BellSouth's Motion, at 6.

the resolution of the payment of reciprocal compensation for ISP traffic is a matter of contract interpretation appropriately vested with the state regulatory authority and that any future jurisdictional determination of the FCC, in connection with the GTE tariff or otherwise, has no particular application to a state commission's resolution of a contractual dispute concerning the treatment of ISP traffic under interconnection agreements.

BellSouth's speculation concerning the jurisdictional nature of ISP traffic and a supposed governing October 30, 1998 ruling from the FCC is further undermined by the recent October 13, 1998 Memorandum Opinion and Order issued by the FCC in BellSouth's Section 271 proceeding for the state of Louisiana. There, in commenting on the issue of whether BellSouth is required to make reciprocal compensation payments in Louisiana for the termination of ISP traffic, the FCC simply stated that the issue is pending in a number of FCC proceedings without giving any time certain as to when the FCC would deliver a governing ruling on the subject.<sup>12</sup>

In sum, BellSouth's attempt to establish that is likely to prevail on appeal amounts to pure speculation based on its desire for a definitive, relevant, and supportive ruling from the FCC at some unknown point in the future -- a ruling which would have no application to and could not impair or modify this Commission's interpretation of the specific provisions of the interconnection agreements at issue. To the contrary, the wealth of unanimous precedent across the nation ruling against the Bell Operating Companies on this issue confirms that it is unlikely that BellSouth will prevail on appeal.

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<sup>12</sup>In the matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for provision of In-region, InterLATA services in Louisiana, CC Docket No. 98-121, Memorandum Opinion and Order released October 13, 1998, at ¶303.

**b. Whether BellSouth has demonstrated that it is likely to suffer irreparable harm if the stay is not granted**

BellSouth alleges that unless a stay of the Final Order is granted, it will be required to pay several million dollars to Complainants which it will not be able to recoup should BellSouth prevail on appeal. BellSouth offers nothing in support of its contention. All of the Complainants are solvent, nationwide companies with the resources available to refund monies to BellSouth in the unlikely event BellSouth prevails on appeal. A similar argument by Ameritech was rejected by the Seventh Circuit in Illinois Bell. Illinois Bell, at \*3.

BellSouth also asserts that the granting of stay would preserve the status quo. BellSouth is wrong. The current status quo is the Final Order requiring BellSouth to comply with the reciprocal compensation provisions of the interconnection agreements which, as interpreted by the Commission, require the payment of reciprocal compensation for local traffic terminated to ISPs. Under the current status quo, BellSouth remains obligated to make reciprocal compensation payments under the interconnection agreements for traffic terminated to ISPs and to cease unilaterally withholding such payments. By declining to grant a stay, the Commission will maintain the obligations of the parties under the agreements as determined in the Final Order. BellSouth's empty, unsupported allegation that it may not be able to recoup monies from the Complainants in the unlikely event BellSouth prevails on appeal fails to establish that BellSouth is likely to suffer irreparable harm if a stay is not granted.

**c. Whether further delay of implementation of the Final Order will cause substantial harm and be contrary to the public interest**

BellSouth alleges that there will be no substantial harm to the Complainants or to the public interest by the granting of stay. BellSouth's position reflects a continuation of delay tactics which

this Commission and the Illinois Bell court determined to be contrary to the public interest and an impediment to the development of local exchange competition.

In the proceeding before the Commission, TCG witness Kouroupas testified that BellSouth's failure to live up to the reciprocal compensation provisions of its interconnection agreement with TCG by refusing to pay reciprocal compensation for traffic terminated to ISPs was an impediment to the ability of alternative local exchange companies to enter markets and provide viable competition. (Tr. 98-101). This Commission agreed. In the Final Order, the Commission stated:

The potential impact of BellSouth's actions on local competition is perhaps the most egregious aspect of the case. As witness Hendrix testified, the Telecommunications Act of 1996 "established a reciprocal compensation mechanism to encourage local competition." He argued that "The payment of reciprocal compensation for ISP traffic would impede local competition." We are more concerned with the adverse effect that BellSouth's refusal to pay reciprocal compensation could have on competition. We agree with this assessment by TCG witness Kouroupas:

As competition grows, the smaller, leaner ALECs may well win other market segments from ILECs. If each time this occurs the ILEC, with its greater resources overall, is able to fabricate a dispute with ALECs out of whole cloth and thus invoke costly regulatory processes, local competition could be stymied for many years.

Final Order, at 18.

In Illinois Bell, the court carried the adverse effects of delay in compliance with interconnection agreements a step further. In holding that Ameritech is not entitled to a stay and must pursue a preliminary injunction, the court held:

... delay impedes the ability of the Illinois Commerce Commission to implement a policy of reciprocal compensation. Delay effectively

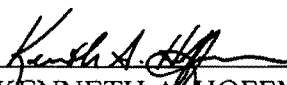
moves regulatory power from the state commission to the federal court (or to Ameritech, which can determine when orders take effect). Although such transfers may be of little moment one case at a time, they are disruptive when repeated over many cases....

Illinois Bell, at \*3.

### CONCLUSION

The Commission lacks jurisdiction to enter a preliminary injunction. Under Illinois Bell, BellSouth is not entitled to a stay of the Final Order and must pursue a preliminary injunction before the Northern District. Alternatively, if the Commission determines that it has the authority to act on BellSouth's Motion for Stay Pending Appeal, a stay should be denied. BellSouth is not entitled to an automatic stay under Rule 25-22.061(1)(a) nor has it satisfied the criteria for a discretionary stay under Rule 25-22.061(2). Absent filing and securing a preliminary injunction from the Northern District, BellSouth must pay all amounts due to Complainants under their respective interconnection agreements for the termination of ISP traffic as ordered by the Commission and through the remainder of the terms of the respective interconnection agreements with Complainants.

Respectfully submitted,

  
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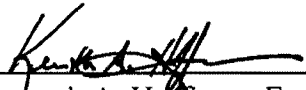
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of was furnished by U. S. Mail to the following this 28th day of October, 1998:

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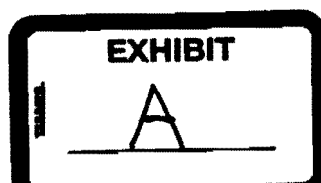
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**STATE COMMISSION DECISIONS AND APPEALS REGARDING RECIPROCAL  
COMPENSATION FOR LOCAL TRAFFIC TO INTERNET SERVICE PROVIDERS**

1. **ARIZONA:** *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. 59872, Docket No. U-2752-96-362 et al. (Az. C.C. Oct. 29, 1996).*
2. **COLORADO:** *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 (Co. PUC Nov. 5, 1996) on appeal to U.S.D.C.*
3. **COLORADO:** *The Investigation and Suspension of Tariff Sheets Filed by U S 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 (Co. PUC July 16, 1997).*
4. **WASHINGTON:** *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).*
5. **WASHINGTON:** *US West Communications, Inc. v. MFS Intelenet, Inc. et al., Order, No. C97-222WD (U.S.W.D. Wash. January 7, 1998) on appeal to Ninth Circuit Court of Appeals.*
6. **MINNESOTA:** *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) on appeal to U.S.D.C.*
7. **OREGON:** *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) on appeal to U.S.D.C.*
8. **NEW YORK:** *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. PSC. July 17, 1997).*





9. **NEW YORK:** *Proceeding on Motion of the Commission to Investigate Reciprocal Compensation Related to Internet Traffic*, Case 97-C-1275, Order Closing Proceeding (N.Y. PSC. March 19, 1998).
10. **MARYLAND:** Letter dated September 11, 1997 from Daniel P. Gahagan, Executive Secretary, Maryland Public Service Commission, to David K. Hall, Esq., Bell Atlantic-Maryland, Inc. Bell Atlantic appealed the decision to the Circuit Court for Montgomery County (CA No. 178260); on March 26, 1998 the Circuit Court upheld the Commission decision. A written decision is not available.
11. **CONNECTICUT:** *Petition of the Southern New England Telephone Company For a Declaratory Ruling Concerning Internet Service Provider Traffic*, Docket No. 97-05-22 (Conn. DPUC Oct. 10, 1997).
12. **VIRGINIA:** *Petition of Cox Virginia Telcom, Inc. for Enforcement of interconnection agreement with Bell Atlantic-Virginia, Inc. and arbitration award for reciprocal compensation for the termination of local calls to Internet service providers*, Final Order, Case No. PUC970069 (Va. S.C.C. Oct. 24, 1997), notice of appeal withdrawn.
13. **TEXAS:** *Complaint and Request for Expedited Ruling of Time Warner Communications*, Order, PUC Docket 18082 (TX PUC, February 27, 1998).
14. **TEXAS:** *Southwestern Bell Telephone Company v. Public Utility Commission of Texas, et al*, MO-98-CA-43 (U.S.D.C. W.D. Texas) (June 16, 1998).
15. **WEST VIRGINIA:** *Petition For Arbitration of Unresolved Issues For the Interconnection Negotiations Between MCI and Bell Atlantic - West Virginia, Inc.*, Order, Case No. 97-1210-T-PC (W.Va. PSC Jan. 13, 1998).
16. **MICHIGAN:** *Consolidated Petitions of Brooks Fiber Communications of Michigan, Inc., TCG Detroit, MFS Intelenet of Michigan, Inc, and Brooks Fiber Communications of Michigan, Inc. against Michigan Bell Telephone Company, d/b/a Ameritech Michigan and Request for Immediate Relief*, Order, Case Nos. U-11178, U-11502, U-11522, U-11553 (Mich. PSC Jan. 28, 1998) on appeal to U.S.D.C. and state court.
17. **NORTH CAROLINA:** *In the Matter of Interconnection Agreement Between BellSouth Telecommunications, Inc. and US LEC of North Carolina, LLC*, Order Concerning Reciprocal Compensation for ISP Traffic, Docket No. P-55, Sub 1027 (N.C. Util. Comm. Feb. 26, 1998) on appeal to U.S.D.C. BellSouth has requested referral to FCC.
18. **ILLINOIS:** *Teleport Communications Group, Inc. v. Illinois Bell Telephone Company, Ameritech Illinois, et al.*, Docket Nos. 97-0404, 97-0519, 97-0525 (Consol.), Order, (Ill. C.C. Mar. 11, 1998).

19. **ILLINOIS:** *Illinois Bell Telephone Company d/b/a Ameritech Illinois v. WorldCom Technologies, Inc., et al.*, No. 98-C-1925 (U.S.D.C. N.D. Illinois) (July 21, 1998).
20. **MISSOURI:** *In the Matter of the Petition of Birch Telecom of Missouri, Inc. For Arbitration of the Rates, Terms, Conditions, and Related Arrangements for Interconnection with Southwestern Bell Telephone Company*, Arbitration Order, Case No. TO-98-278 (Mo. P.S.C. Apr. 23, 1998).
21. **WISCONSIN:** *Re: Contractual Dispute About the Terms of an Interconnection Agreement Between Ameritech Wisconsin and TCG-Milwaukee, Inc.* Letter from Lynda L. Dorr, Secretary to the Commission, Public Service Commission of Wisconsin, to Rhonda Johnson and Mike Paulson, dated May 13, 1998 on appeal to U.S.D.C.
22. **OKLAHOMA:** *In the Matter of Brooks Fiber Communications of Oklahoma, Inc. et al. For An Order Concerning Traffic Terminating To Internet Service Providers and Enforcing Provisions of the Interconnection Agreement With Southwestern Bell Telephone Company*, Case No. PUD 970000548, Order No. 423626 (June 3, 1998) on appeal to U.S.D.C. and Oklahoma Supreme Court.
23. **PENNSYLVANIA:** *Petition for Declaratory Order of TCG Delaware Valley, Inc.*, Docket No. P-00971256 (June 16, 1998).
24. **TENNESSEE:** *Petition of Brooks Fiber to Enforce Interconnection Agreement and for Emergency Relief*, Docket No. 98-00118, voted to affirm Hearing Officer, June 2, 1998.
25. **FLORIDA:** *Complaint of WorldCom Technologies, Inc. Against BellSouth Telecommunications, Inc. for Breach of Terms of Florida Partial Interconnection Agreement*, No. 971478-TP, September 15, 1998.
26. **OHIO:** *In the Matter of the Complaint of ICG Telecom Group Inc. v. Ameritech Ohio Regarding the Payment of Reciprocal Compensation*, Case No. 97-1557-TP-CSS, August 27, 1998.