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ORIGINAL

November 11, 1999

Delivered via Federal Express

Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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FLORIDA PUBLIC
SERVICE COMMISSION
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**Re: BellSouth Telecommunications Co. vs. MCImetro
Access Transmission Services, LLC.**

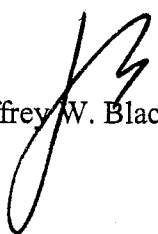
981121-TP

Dear Sir/Madam:

Enclosed please find an original and two copies of a Notice of Administrative Appeal to be filed in the above-referenced matter. Please file the Notice of Administrative Appeal and return a file stamped copy in the provided self-addressed, stamped envelope.

Thank you for your attention to this matter. If you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,


Jeffrey W. Blacher

JWB/ndc
Enclosures

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

DOCKET NO.981121-TP

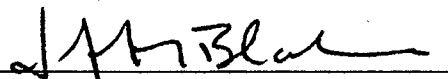
In re: Request for Arbitration Concerning
Complaint of MCImetro Access
Transmission Services LLC for Enforcement
of Interconnection Agreement with
BellSouth Telecommunications, Inc.

FILED: November 12, 1999

NOTICE OF ADMINISTRATIVE APPEAL

NOTICE is given that BellSouth Telecommunications, Inc., pursuant to Rule 9.030(a)(1)(B)(ii), Florida Rules of Appellate Procedure and Section 364.381, Florida Statutes, appeals to the Florida Supreme Court, the Public Service Commission's Orders No. PSC-99-1089-FOF-TP and PSC-99-2000-FOF-TP, as rendered October 13, 1999, requiring BellSouth to provide MCI with access to a combination of two of BellSouth's local exchange network elements at the sum of the unbundled network element prices for those two elements, and orders BellSouth to refund to MCI part of the price MCI paid for use of a service that MCI has ordered since November 1997. Copies of the orders are attached hereto as Exhibits A and B, respectively.

ADORNO & ZEDER, P.A.



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Attorneys for BellSouth

216

DOCUMENT NUMBER-DATE

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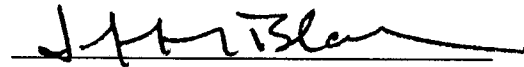
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing notice of appeal was served via U.S. Mail this 11th day of November, 1999 upon:

Richard D. Melson, Esq.
Hopping Green Sams & Smith, P.A.
Post Office Box 6526
Tallahassee, Florida 32314
(850)425-2313

Richard Bellak, Esq.
Florida Public Service Commission
2540 Shumard Oak Boulevard
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for arbitration concerning complaint of MCImetro Access Transmission Services LLC for enforcement of interconnection agreement with BellSouth Telecommunications, Inc.

DOCKET NO. 981121-TP
ORDER NO. PSC-99-1089-FOF-TP
ISSUED: May 27, 1999

FILE COPY

The following Commissioners participated in the disposition of this matter:

JOE GARCIA, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.

APPEARANCES:

RICHARD MELSON, ESQUIRE, Hopping Green Sams & Smith, P.A., P.O. Box 6526, Tallahassee, Florida 32314. On behalf of MCImetro Access Transmission Services LLC.

J. PHILLIP CARVER, ESQUIRE, 675 West Peachtree Street, #4300, Atlanta, Georgia 30375. On behalf of BellSouth Telecommunications, Inc.

MARTHA CARTER BROWN, ESQUIRE AND JOHN MILLER, ESQUIRE, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. On behalf of the Commission Staff.

ORDER RESOLVING COMPLAINT

BY THE COMMISSION:

BACKGROUND

On September 14, 1998, MCImetro Access Transmission Services LLC (MCIm) filed a complaint for enforcement of its Interconnection Agreement with BellSouth Telecommunications, Inc. (BellSouth). BellSouth filed its Answer and Response to MCI's Petition on October 5, 1998. We conducted an evidentiary hearing on the complaint on February 3, 1999. The issues we addressed at the hearing concern the appropriate provisioning and pricing of a 4-wire DS1 loop and DS1 dedicated transport network element

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combination under the agreement. Our decision on those issues is explained in detail below.

DECISION

MCIm complains that BellSouth has refused to provide the combination of a DS1 loop and a DS1 Transport at the sum of the individual unbundled network element (UNE) prices, as their interconnection agreement requires. MCIm asserts that it has been forced to purchase higher priced T-1 circuits from BellSouth's access tariffs to provide high-speed, full-service telecommunications to its business customers. MCIm asks that we order BellSouth to provide the network element combination to MCIm at the simple sum of UNE prices and require BellSouth to reimburse MCIm for the difference between the DS-1 combination price and the T-1 price MCIm has been paying.

BellSouth responds that the DS1 loop and transport combination MCIm demands recreates a BellSouth retail service called "MegaLink". According to BellSouth, the parties' interconnection agreement and this Commission's policies regarding combinations of unbundled network elements (UNEs) do not require it to provide this combination at the sum of the UNE prices. BellSouth relies on our Order No. PSC-98-0810-FOF-TP, issued June 12, 1998, in Docket No. 971140-TP, which addressed a number of issues concerning the treatment of UNE combinations in AT&T Communications of the Southern States, Inc.'s (AT&T) and MCIm's interconnection agreements with BellSouth. In Order No. PSC-98-0810-FOF-TP, page 25, we said:

MCIm and BellSouth shall negotiate the price for those network element combinations that recreate an existing BellSouth retail service, whether or not in existence at the time of MCIm's order.

Because the parties did not agree that the combination MCIm requested recreated BellSouth's MegaLink service, they never negotiated a price. BellSouth contends that the parties are required to negotiate the price for the combination, and BellSouth asserts that the price should be set at the wholesale price of MegaLink service.

Thus, to resolve this dispute we must answer this question: Does the combination of unbundled network elements consisting of 4-wire DS1 loops and DS1 dedicated transport recreate an existing BellSouth retail service known as MegaLink? If it does not, then the parties' interconnection agreement, and our Order No. PSC-98-

0810-FOF-TP interpreting the relevant portions of the agreement, clearly indicate that BellSouth must provide the combination to MCIm at the sum of the UNE prices. If it does, then we must direct the parties to negotiate a price.

The DS1 combination and MegaLink

MCIm witness Martinez described a DS1 loop as a four-wire facility and associated electronics that connect a customer's premises to the customer's serving wire center. A DS1 loop provides 1.5 million bits per second (MBPS) of bandwidth, which is equivalent to 24 voice grade channels. Witness Martinez described DS1 dedicated transport as a four-wire interoffice facility and associated electronics that provide a 1.5 MBPS connection between the customer's serving wire center and a point of interconnection at MCIm's local switch location. Witness Martinez testified that MCIm intends to use the DS1 loop/ DS1 transport combination to connect a business customer's premises to a MCIm Class 5 local switch, which MCIm uses to provide local service to the customer, including dial-tone, local calling, vertical features, access to operator services, access to 911 service, and switched access to the customer's preferred long distance carrier.

BellSouth witness Milner described MegaLink as a service by which digital signals are transmitted over digital facilities at a rate of 1.544 MBPS to and from a customer's premises. He explained that BellSouth offers MegaLink through its Private Line Services Tariff, but functionally MegaLink is the same as a DS1 loop and dedicated transport combination. He argued that the functional equivalence of the element combination is what determines the recreation of a retail service, and the proposed combination of UNEs and MegaLink service provide identical functionality regardless of whether MCIm connects either to MCIm's switch.

MCIm's witnesses Martinez and Gillan acknowledged that the DS1 loop/DS1 dedicated transport combination is functionally the same as MegaLink, but also pointed out that there are four possible ways to obtain this functionality: (1) by purchasing a DS1 loop UNE and DS1 transport UNE out of the Interconnection Agreement, and MCIm combining these themselves in a collocation space; (2) by purchasing BellSouth's MegaLink service; (3) by purchasing T-1 circuits from BellSouth's access tariff; and (4) by purchasing the combination of a DS1 loop and DS1 dedicated transport. With the exception of the pricing on option (4), BellSouth witness Hendrix agreed that BellSouth has the capability of providing this functionality in four different ways.

Witness Martinez disagreed, however, that a MegaLink circuit provided to an end use customer by BellSouth and a DS1 loop/DS1

dedicated transport combination used by MCIIm as part of an MCIIm switch-based local service offering are in any way equivalent in the eyes of the customer. According to MCIIm, one must compare the service to be offered using the UNE combination to the BellSouth retail service in order to determine if the former "recreates" the latter. In MCIIm's view, the combination in question here does not recreate any existing BellSouth retail service within the meaning of Order No. PSC-98-0810-FOF-TP.

We cannot accept the position that identical functionality alone determines whether a competing carrier's use of an unbundled network element combination "recreates" an incumbent carrier's retail service. If that were so, almost any element combination could be said to "recreate" some retail service. Such a standard would severely restrict competitive carriers' use of UNEs to enter local telephone markets, contrary to the intent of the Telecommunications Act of 1996 and the FCC's rules implementing that Act.¹ We believe we must evaluate a claim that a UNE combination recreates a retail service much more comprehensively. Section 364.02(11), Florida Statutes, states that "[s]ervice is to be construed in its broadest and most inclusive sense," and we need to consider other aspects of the services in question beyond just the functionality of the facilities involved. We need to consider both the nature of the incumbent's tariffed retail service as well as the competitor's intended use of the requested UNE combination to determine whether the one recreates the other.

In this case, one of the major differences between MCIIm's intended use of the DS1 combination and BellSouth's MegaLink service is that MCIIm will use it with its own Class 5 local switch to provide a full range of local telecommunications to its customers. Witness Gillan testified that BellSouth has continuously objected to a particular network configuration, the so-called network element "platform," where the entrant provides its service entirely using network elements obtained from BellSouth. Witness Gillan pointed to the direct testimony of BellSouth witness Robert Scheye in the AT&T/MCIIm Arbitration proceeding, which stated:

¹ Witness Gillan argued that if the Commission adopts BellSouth's view, then BellSouth, in its own discretion, has the ability to avoid its unbundling and network element combining obligations simply by always having services that equal the network elements. While we do not believe that BellSouth will attempt to avoid its obligations in this fashion, we do agree that as the number of BellSouth's service offerings increases, the potential for this type of conflict could increase.

ALECs should be able to combine BellSouth provided elements with their own capabilities to create a unique service. However, they should not be able to use only BellSouth's unbundled elements to create the same functionality as a BellSouth existing service.

Here, MCIIm intends to use the BellSouth UNEs in concert with its own facilities, its Class 5 switch. As MCIIm witness Gillan stated:

To determine whether MCIIm "recreates" a BellSouth service requires a comparison that considers the service MCIIm offers. The service offered by MCIIm uses network elements in exactly the way BellSouth has (until now) argued that it should -- in combination with MCIIm's own facilities-- and BellSouth's instant claim that even this arrangement "recreates" a BellSouth service should be rejected.

The inconsistency of BellSouth's position is not the important thing here. It is the fact that MCI will connect BellSouth's DS1 loop and DS1 dedicated transport to its own facilities to provide telecommunications service. It cannot be said from the evidence in the record that MCI will provide telecommunications service to its customers entirely from a combination of BellSouth's network elements that recreate a retail service.

The evidence in the record also indicates that the total service BellSouth offers through its MegaLink tariff is not consistent with MCIIm's intended use of the UNE combination. BellSouth offers MegaLink service only to private line customers. Although BellSouth's witness Milner stated that the tariff clearly contemplates that the transport functionality may be used in conjunction with switches, the evidence does not support this assertion. Witness Milner admitted that the terms "local switch" or "toll switch" do not appear in any provisions of the MegaLink tariff, but he argued that Section B7.1.2.D of the tariff, regarding the connections that may be made to the MegaLink service, uses the term "Customer-Provided Communications Systems" which he believes includes switches. The tariff defines "Communications Systems," however, as follows:

The term "Communications Systems" when used in connection with communications systems provided by an Other Carrier (OC) denotes channels and other facilities furnished by the OC for private line services as such OC is

authorized by Federal Communications Commission or Public Service Commission to provide.

Witness Milner agrees that MCIIm would be considered an Other Carrier. Thus the tariff would require an "Other Carrier" such as MCIIm to connect MegaLink to facilities used to provide private line services. As MCIIm argues in its brief, it "is offering a switched-based local exchange service that can be used to call any telephone in the world. It is the antithesis of a private line service."

BellSouth witness Milner also testified that MegaLink can be used to connect an end user customer to a BellSouth central office, or to another end user customer, or to connect two of BellSouth's central offices. Again, the evidence does not support this statement. As MCIIm pointed out at the hearing, Section B2.1.1 of BellSouth's Private Line Services Tariff states:

Private line service is the provision of Company facilities for communication between specified locations of customers or authorized users.

The tariff further defines "authorized users" as:

a person, firm or corporation (other than the customer) who may communicate over a private line or channel according to the terms of the tariff and (1) on whose premises a station of the private line service is located or (2) who receives from or sends to the customer such private line or channel communications relating solely to the business of the customer. An authorized user must be specified in the service contract.

The evidence shows that BellSouth's private line MegaLink service is intended to connect locations of the same customer, or a customer and an affiliated authorized user. MCIIm intends to connect unrelated business customers to the public switched network to provide local service not to provide private line service. Therefore, the language in BellSouth's Private Line Services tariff would prohibit MCIIm from providing the service it intends to provide.

Conclusion

Based on the evidence in the record, we find that the combination of UNEs consisting of a 4-wire DS1 loop and DS1

dedicated transport does not recreate BellSouth's MegaLink service. MCIm's intended use of the elements is inconsistent with the conditions of the MegaLink service tariff. Since Section 251(c)(3) of the Telecommunications Act of 1996, states that "[a]n incumbent local exchange carrier shall provide such unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service," and since BellSouth is required to provide UNE combinations under the terms of the parties' agreement, we direct BellSouth to provide this combination at the sum of the individual network elements.

Refund

MCIm requests that we order BellSouth to refund the difference between the access tariff prices for the T-1 circuits that MCIm has been ordering and the price for the UNE combination of a DS1 loop and DS1 transport. MCIm witness Martinez stated that as of the date direct testimony was filed, the accumulated difference in price was over \$3 million, and was continuing to increase at a rate of over \$300,000 per month.

BellSouth argues in its brief that:

Clearly, this case is not a situation in which a refund is appropriate under the normal criteria (i.e., because the customer did not receive service, was not charged for service at the tariffed rate, or had some legitimate complaint regarding the quality of service).

BellSouth witness Hendrix also argued that MCIm ordered T-1 circuits from the access tariff and has used them accordingly. He stated that MCIm's argument that it ordered these circuits via the access tariff because it could not purchase UNEs is not true. He contended that MCIm could have purchased UNEs and combined them in their collocation space, or they could have purchased MegaLink service at the tariffed rate less the applicable resale discount. While this may be correct, it is irrelevant. The parties' interconnection agreement entitles MCIm to order the UNE combination from BellSouth at the price defined in the contract. BellSouth is contractually required to provide it, regardless of other options available to MCIm.

BellSouth is also contractually required to provide a refund where it has failed to comply with the terms of its agreement. BellSouth acknowledged that MCIm attempted to order the DS1 loop/DS1 dedicated transport combination in late 1997. Since BellSouth did not provide it, it now must provide the refund pursuant to the interconnection agreement.

ORDER NO. PSC-99-1089-FOF-TP
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PAGE 8

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that BellSouth Telecommunications, Inc. shall provide the DS1 loop and DS1 dedicated transport combination to MCImetro Access Transmission Services LLC, pursuant to the terms of its interconnection agreement at the sum of the unbundled network element prices. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide a refund to MCImetro Access Transmission Services LLC of the difference between the price of the combination and the access tariff price of a T1 circuit that MCImetro Access Transmission Services LLC has purchased since November of 1997. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 27th day of May, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: /s/ Kay Flynn
Kay Flynn, Chief
Bureau of Records

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

ORDER NO. PSC-99-1089-FOF-TP
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Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for arbitration concerning complaint of MCImetro Access Transmission Services LLC for enforcement of interconnection agreement with BellSouth Telecommunications, Inc.

DOCKET NO. 981121-TP
ORDER NO. PSC-99-2000-FOF-TP
ISSUED: October 13, 1999

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VIA FAX - REG. RELATIONS
TALLAHASSEE, FL

The following Commissioners participated in the disposition of this matter:

- JOE GARCIA, Chairman
- J. TERRY DEASON
- SUSAN F. CLARK
- JULIA L. JOHNSON
- E. LEON JACOBS, JR.

ORDER CLARIFYING ORDER NO. PSC-99-1089-FOF-TP AND DENYING RECONSIDERATION AND REQUEST FOR ORAL ARGUMENT

On September 14, 1998, MCIm Metro Access Transmission Services, LLC (MCIm) filed a complaint for enforcement of its Interconnection Agreement with BellSouth Telecommunications, Inc. (BellSouth). An evidentiary hearing on the complaint was conducted on February 3, 1999. On May 27, 1999, Order No. PSC-99-1089-FOF-TP was issued memorializing the Commission's decision that the combination of unbundled network elements (UNEs) consisting of a 4-wire DS-1 loop and DS-1 dedicated transport does not recreate BellSouth's Megalink service and requiring a refund.

Reconsideration

On June 11, 1999, BellSouth filed a Motion for Reconsideration of Order No. PSC-99-1089-FOF-TP, issued May 27, 1999. As grounds for its motion, BellSouth alleges that the Commission has overlooked a prior decision, Order No. PSC-96-1579-FOF-TP, issued December 31, 1996. Specifically, BellSouth argues that the Commission erred by applying end-user tariff restrictions in this docket which were determined to be unreasonable in Order No. PSC-96-1579-FOF-TP. According to BellSouth, in the early arbitration dockets (Dockets Numbers 960833, 960846 and 960916), the Commission held that no restrictions on the resale of services are allowed except for grandfathered services, residential services and lifeline/link-up services. Thus, BellSouth argues the Commission should not rely on the private-line restriction on its Megalink service to reject a finding that MCIm's combination of a DS1 loop and transport recreates a BellSouth service. Further, BellSouth argues that there was no record evidence of the tariff restriction.

MCIm responded to the Motion for Reconsideration on June 23, 1999. In its response, MCIm argues that BellSouth misconstrued



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ORDER NO. PSC-99-2000-FOF-TP
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Order No. PSC-96-1579-FOF-TP and Order No. PSC-98-0810-FOF-TP issued June 12, 1998. MCIm points out that in the Order for which BellSouth now seeks reconsideration, the Commission found that it must look to both the nature of the tariffed retail service as well as the intended use of the UNE Combination to determine whether the one recreates the other. MCIm also notes that BellSouth's motion failed to address the Commission's reliance on MCIm's intended use of the facilities.

The proper standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which the Commission failed to consider in rendering its Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974); Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Ouaintance, 394 So. 2d 161 (Fla. 1st DCA 1981). In a motion for reconsideration, it is not appropriate to reargue matters that have already been considered. Sherwood v. State, 111 So. 2d 96 (Fla. 3rd DCA 1959); citing State ex. rel. Jaytex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315, 317 (Fla. 1974).

We have reviewed the hearing and Agenda Conference transcripts and Order No. PSC-99-1089-FOF-TP. Our ultimate conclusion in the Order, that the intended use by MCIm of the DS1 loop and transport is inconsistent with BellSouth's Megalink service tariff and therefore, does not recreate an existing service, is not inconsistent with previous decisions. Further, we believe that this conclusion is supported by the record.

BellSouth also argues that there was no record support for the statement found on page 6 of the Order which states that MCIm pointed out the tariff restrictions at the hearing. We disagree. The record indicates that this evidence was elicited during Mr. Milner's cross-examination and may be found on pages 138 through 154 of the transcript.

Therefore, we conclude that BellSouth has failed to identify any point of law, fact or policy which this Commission has overlooked or misapprehended.

Clarification

In reaching our conclusion on the intended use, our Order states:

ORDER NO. PSC-99-2000-FOF-TP
DOCKET NO. 981121-TP
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Therefore, the language of BellSouth's Private Line Service tariff would prohibit MCIm from providing the service it intends to provide.

Order No. PSC-99-1089-FOF-TP at page 7.

BellSouth argues in its Motion to Dismiss that this sentence appears to be inconsistent with the Commission's earlier ruling in Order No. PSC-96-1579-FOF-TP which determined tariff restrictions to be presumptively unreasonable. It is not our intent in Order No. PSC-99-1089-FOF-TP to recede from or be inconsistent with our previous decision. BellSouth also notes that some of the discussion at the Agenda Conference, particularly the discussion found on pages 14 through 17 of the May 4, 1999 Agenda Conference transcript, is contradictory to the presumption that certain tariff restrictions may be unreasonable.

Upon review of the Agenda Conference discussion and from the sentence on page 7 of the Order, it is not clear whether we were relying on the conclusion that the tariff prohibited use of BellSouth's Megalink Service for MCIm's intended purpose. We find it appropriate to clarify that the ultimate conclusion reached by this Commission is that the intended use of DS1 loop and transport combination by MCIm is inconsistent with BellSouth's Megalink Service tariff. Therefore, we reaffirm this conclusion and clarify Order No. PSC-99-1089-FOF-TP by striking the sentence on page 7 quoted above.

Oral Argument

BellSouth also filed a Request for Oral Argument in conjunction with its Motion for Reconsideration. This Motion is denied as we did not find oral argument necessary in order to fully address and resolve the issues raised on reconsideration.

It is therefore,

ORDERED by the Florida Public Service Commission that the Motion for Reconsideration filed by BellSouth Telecommunications, Inc. is hereby denied. It is further

ORDERED that the Request for Oral Argument is denied. It is further

ORDERED that Order No. PSC-99-1089-FOF-TP is hereby clarified by striking the following sentence found on page 7: Therefore, the language of BellSouth's Private Line Service tariff would prohibit MCIm from providing the service it intends to provide. It is further

ORDERED that this docket may be closed.

ORDER NO. PSC-99-2000-FOF-TP
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PAGE 4

By ORDER of the Florida Public Service Commission this 13th
day of October, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

/s/ Kay Flynn
Kay Flynn, Chief
Bureau of Records

This is a facsimile copy. A signed
copy of the order may be obtained by
calling 1-850-413-6770.

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NOTICE OF JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.