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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of US LEC of Florida Inc. against BellSouth Telecommunications, Inc., for Breach of Terms of Florida Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, and Request for Relief

DOCKET NO. 990874-TP

FILED: November 12, 1999

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US LEC OF FLORIDA INC.'S SECOND AMENDED COMPLAINT

COMES NOW US LEC of Florida Inc. ("US LEC"), through its undersigned counsel, and hereby files its Second Amended Complaint¹ pursuant to Rule 28-106.202, Florida Administrative Code, stating as grounds and demand for relief the following.

I. BACKGROUND

1. On July 2, 1999, US LEC filed with this Commission a Complaint against BellSouth Telecommunications, Inc., ("BellSouth") based on BellSouth's breach of the provisions of US LEC's Initial² Agreement and Opt-In³ Agreement with BellSouth governing the compensation mechanism for transport and determination of local traffic.

2. Effective June 22, 1999, US LEC and BellSouth adopted the interconnection, unbundling and resale agreement and all amendments thereto⁴ entered into and between Intermedia Communications Inc. and BellSouth as of June 30, 1999 ("Intermedia Agreement"). The Intermedia Agreement became effective upon expiration of the Opt-In Agreement.

3. The Intermedia Agreement was approved by this Commission in Order No. PSC-96-1236-FOF-TP, issued on October 7, 1996, in Docket No. 960769-TP.

4. Since US LEC filed its Complaint in this proceeding, with the Opt-In Agreement operative, BellSouth has continued to refuse payment to US LEC for the

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transport and termination of local traffic and, thus, is now in further breach of the reciprocal compensation provisions of the Opt-In Agreement and in breach of the reciprocal compensation provisions of the Intermedia Agreement⁵ as well.

II. JURISDICTION

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

US LEC of Florida Inc.
401 North Tryon Street, Suite 1000
Charlotte, North Carolina 28202

6. All notices, pleadings, orders and documents in this proceeding should be provided to the following persons:

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

BellSouth Telecommunications, Inc.
675 West Peachtree Street
Atlanta, Georgia 30375

8. Both US LEC and BellSouth are local exchange carriers ("LECs") authorized to provide local exchange services in the state of Florida.

9. 47 U.S.C. § 251(a), of the Telecommunications Act of 1996 ("Act"), obligates all telecommunications carriers to "interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers."

10. Pursuant to the terms of their Agreements, US LEC and BellSouth have interconnected their networks to enable an end-user customer subscribing to US LEC's local exchange service to place calls to end-user customers subscribing to BellSouth's local exchange service, and vice versa.

11. 47 U.S.C. § 251(b)(5) obligates BellSouth and US LEC, as local exchange carriers, "to establish reciprocal compensation arrangements for the transport and termination of telecommunications."

12. With the expiration of the Opt-In Agreement approaching on June 15, 1999, US LEC, as noted above, elected to adopt in its entirety the Intermedia Agreement for its remaining term, pursuant to 47 U.S.C. § 252(i). The parties filed a notice of adoption with the Commission on July 18, 1999, and, in accordance with 47 U.S.C. § 252(e), the Commission approved the adoption on August 4, 1999, in Order No. PSC-99-

1538-FOF-TP. A copy of the relevant portions of the Intermedia Agreement is attached as Exhibit E and incorporated herein by reference.

13. The terms of the Intermedia Agreement specifically provide for the right of either party to petition the Commission to resolve “any dispute ... as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement”⁶

14. The Commission has jurisdiction to consider this Second Amended Complaint pursuant to Sections 364.01, 364.03, and 364.285, Florida Statutes.

15. In addition, the Commission has jurisdiction under the Act to interpret and to enforce the terms of the Agreements. This authority was explicitly recognized by the Eighth Circuit Court of Appeals in Iowa Utilities Board v. FCC, supra.⁷

16. Moreover, the FCC also addressed the jurisdiction of this Commission in its February 26, 1999, Declaratory Ruling, stating that “in the absence of a federal rule, state commissions have the authority under section 252 of the Act to determine inter-carrier compensation for ISP-bound traffic.”⁸ More particularly, in the Notice of Proposed Rulemaking, the FCC specifically noted that:

Until adoption of a final rule, state commissions will continue to determine whether reciprocal compensation is due for this traffic. As discussed above, the Commission’s holding that parties’ agreements, as interpreted by state commissions, should be binding also applies to those state commissions that have not yet addressed the issue.⁹

17. Accordingly, US LEC hereby files this Second Amended Complaint, incorporating in the entirety hereto by reference the Complaint and Amended Complaint.

III. TERMS OF THE AGREEMENT

18. Section IV.A. of the Intermedia Agreement, just as Section IV.A. of the Initial Agreement and Section IV.B. of the Opt-In Agreement, states that the “delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.” Local Traffic is defined in Section I.C. of the Agreements as “any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (“EAS”) exchange.” Section IV.B. of the Intermedia Agreement, just as Section IV.B. of the Initial Agreement and Section IV.C. of the Opt-In Agreement, also provides that “[e]ach 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.” In Attachment B-1 of the Intermedia Agreement, the rate for DS-1 Dedicated, Tandem Switching, Composite, applicable to reciprocal compensation-eligible traffic, is set forth as \$0.01056 per minute of use.

19. Section XXI.C. of the Intermedia Agreement, just as Section XXI.A.2. of the Initial and Opt-In agreements, specifically makes the Agreement subject to any subsequent decisions of either the FCC or this Commission.¹⁰ That section requires the parties to conform the Agreement to the requirements of “any such decision, rule, regulation or preemption.”

20. Finally, Section XXIX., just as Section XXIX. of the Initial Agreement and Section XXVIII. of the Opt-In agreement, termed “Entire Agreement,” states as follows:

This Agreement ... sets forth the entire understanding and supersedes prior (but not contemporaneous) agreements between the parties, relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

21. These provisions establish the present and binding obligations of US LEC and BellSouth with respect to reciprocal compensation for the delivery of local traffic between them. Under them, reciprocal compensation is owed for the transport and termination of all local calls, regardless of the identity of the terminating end-user. Moreover, the terms of the Intermedia Agreements are subject to final, binding decisions of this Commission (or the FCC). If a representation or understanding is not contained within its four corners, it is ineffective.

IV. STANDING

22. US LEC's substantial interest in this Second Amended Complaint is the enforcement of the Agreements between US LEC and BellSouth with respect to the provision of local exchange telecommunications services throughout the state of Florida, in particular, the Opt-In and Intermedia Agreements.

23. Accordingly, US LEC has standing to bring this Second Amended Complaint for hearing before this Commission pursuant to Section 120.569(1), Florida Statutes, and the Act.

V. ALLEGATIONS OF FACT

A. The Nature of ISP Traffic

24. Both US LEC and BellSouth provide local exchange services over their respective networks to end-user customers, including certain business customers operating as enhanced service providers ("ESPs"). ESPs include internet service providers ("ISPs"). ESPs provide information obtained from numerous sources, including sources accessed through the Internet and through databases. Typically, an ESP's or ISP's customer connects to the ESP or ISP by means of a local phone call, using telephone exchange service. The interconnection terms of the Agreements permit subscribers to BellSouth's local exchange service to place calls to ESPs or ISPs located on US LEC's network, just as they may with any other local exchange end-user customer. Likewise, subscribers to US LEC's local exchange service may place calls to ISPs served by BellSouth.

B. The Dispute

25. The reciprocal compensation provisions of the Agreements require the parties to compensate each other for the termination of all local traffic, the Intermedia Agreement no less than the Initial and Opt-In Agreements. Indeed, the Commission has ruled that under the Intermedia Agreement, the parties are obligated to pay reciprocal compensation for traffic delivered to ISPs.¹¹ There is no exception in the Agreements for calls terminating at ESPs or ISPs.

26. Since the execution of the Initial Agreement and the interconnection of their respective networks, US LEC, for services rendered through September 1999, has billed BellSouth through a number of validly delivered invoices the total sum of

\$3,282,329.06. That sum represents the amount of \$3,179,867.10 for reciprocal compensation owed to US LEC for transporting and terminating traffic from BellSouth customers to US LEC customers in Florida and the amount of \$79,673.73 in late charges for delinquent amounts and non-payment of amounts due plus \$22,788.23 in account adjustments.¹²

27. Against this amount, BellSouth has paid only the amount of \$219,353.36. The total sum outstanding as of September 30, 1999, therefore, was \$3,062,975.70. The reason given by BellSouth for its refusal to pay the unpaid amounts invoiced is that they represent ISP traffic and late charges.

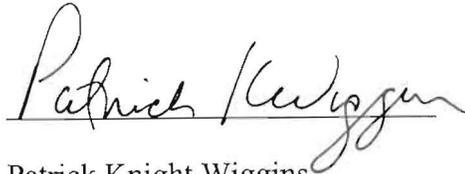
28. BellSouth's refusal to pay the balance of the amounts invoiced for reciprocal compensation for services rendered in the period May through September 1999 is a continuing breach of the Agreements.

29. BellSouth's breach of its Agreements finds no support in prior decisions of this Commission addressing substantially identical disputes over obligations to pay reciprocal compensation arising from interconnection agreements between incumbent LECs and other competitive carriers,¹³ nor in the decisions of other regulatory agencies,¹⁴ the FCC¹⁵ or the courts¹⁶ addressing such disputes.

WHEREFORE, US LEC requests by this Second Amended Complaint that the Commission grant it the relief for which it first prayed in its Complaint, to wit: That the Commission: (1) determine that the provisions of the Agreements¹⁷ concerning local traffic exchange fully contemplate telephone exchange service calls that terminate to ESPs including ISPs; (2) determine that BellSouth has breached the Agreements by failing to pay US LEC reciprocal compensation for the transport and termination of

telephone exchange service local traffic originated by BellSouth's end-user customers and sent to US LEC for termination with ESPs including ISPs that are US LEC's end-user customers; (3) enforce the Agreements by ordering BellSouth to treat telephone exchange service calls that terminate to ESPs including ISPs in the same way it treats all other telephone exchange service local calls when calculating its reciprocal compensation payment obligations to US LEC and to pay US LEC all sums owing now and in the future for terminating such local traffic under the reciprocal compensation provisions of the Agreements, including late payment charges; and (4) grant such other relief as the Commission deems appropriate.

Respectfully submitted this 12th day of November, 1999.



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Counsel for US LEC of Florida Inc.

¹ US LEC's Motion for Leave to File Amended Complaint was approved in Order No. PSC-99-1781-PCO-TP. The substance of the Amended Complaint was to revise Exhibit D of the Complaint.

² The Initial Agreement is the initial negotiated agreement between US LEC and BellSouth, executed on November 12, 1996, and approved in Order No. PSC-97-0702-FOF-TP, issued June 12, 1997, in Docket No. 970345-TP.

³ On June 26, 1998, US LEC "opted into" the negotiated agreement between ALEC, Inc., and BellSouth ("ALEC Agreement"), effective upon expiration of the Initial Agreement on November 12, 1998. The ALEC Agreement was filed for approval on July 16, 1997, and approved in Order No. PSC-97-1329-FOF-TP, issued October 27, 1997, in Docket No. 970890-TP. The Opt-In Agreement was approved in Order No. PSC-98-1331-FOF-TP, issued October 12, 1998, in Docket No. 980901-TP.

⁴ The Intermedia Agreement includes two amendments dated February 24, 1997, approved in Order No. PSC-97-0771-FOF-TP, issued July 1, 1997, in Docket No. 970314-TP; an amendment dated June 3, 1998, approved in Order No. PSC-98-1347-FOF-TP, issued October 12, 1998, in Docket No. 980879-TP; and an amendment dated February 16, 1999, approved in Order No. PSC-99-0632-FOF-TP, issued April 2, 1999, in Docket 990187-TP.

⁵ The Initial, Opt-In, and Intermedia Agreements are herein at times referred to collectively as "the Agreements."

⁶ Section XXIII.

⁷ The court stated that "We believe that the state commission's plenary authority to accept or reject [interconnection agreements] necessarily carries with it the authority to enforce the provisions of agreements that the state commissions have approved." 120 F.3d at 804. That portion of the Eighth Circuit's opinion was vacated by the Supreme Court purely on ripeness grounds. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999), rev'd in part and remanded on other grounds sub nom.

⁸ FCC 99-38, ¶26 n.87, CC Docket No. 96-98, In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996; CC Docket No. 99-68, In the Matter of Inter-Carrier Compensation for ISP-Bound Traffic, Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68 ("Declaratory Ruling").

⁹ *Id.* at ¶28.

¹⁰ US LEC is aware that Intermedia has filed a complaint against BellSouth (Docket No. 991534-TP), alleging that BellSouth presently is improperly applying the rate structure set forth in the June 3, 1998, amendment to reciprocal compensation-eligible traffic in Florida.

¹¹ Order No. PSC-98-1216-FOF-TP, issued September 15, 1998. See also, Order No. PSC-99-0758-FOF-TP, issued April 20, 1999 (denying BellSouth's motion for stay pending appeal). Decision pending, Case No. 4:98-CV-352-RH, U.S. District Court, Northern District of Florida.

¹² Copies of the relevant invoices for services rendered in May, June, and July 1999 under the Opt-In Agreement and in August and in September under the Intermedia Agreement are attached hereto collectively as Exhibit F.

- Under the Initial Agreement and the Opt-In Agreement, for services rendered through April 1999, US LEC billed BellSouth \$782,054.73, including \$5,147.14 in late payment charges and an account adjustment of (\$558.15), as alleged in the Complaint.
- Under the Opt-In Agreement, for services rendered through August since April 1999, US LEC billed BellSouth \$1,234,301.55, including \$30,633.00 in late payment charges, and an account adjustment of \$23,346.38.
- Under the Intermedia Agreement, for services rendered in August and in September 1999, US LEC billed BellSouth \$1,265,972.78, including \$43,963.59 in late payment charges.

¹³ See Complaint, p.8, n.8. See also:

In re: Request for Arbitration concerning Complaint of Intermedia Communications Inc. against GTE Florida Incorporated 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. 980986-TP, Order No. PSC-99-1477-FOF-TP, July 30, 1999.

¹⁴ See Complaint, p.8, n.9. See also:

In the Matter of the Petition of MFS Communications Company, Inc, for Arbitration of Interconnection Rates, Terms, and Conditions with U.S. West Communications, Inc., pursuant to 47 U.S.C. §252(b) of the Telecommunications Act of 1996, Arizona C.C., 59872 Opinion and Order, Docket No. U-2752-96-362A, October 29, 1996.

Connect Communications Corp. v. Southwestern Bell Telephone Co., Order No. 6, Docket No. 98-167-C, Ark. P.S.C., December 31, 1998.

Order Instituting Rulemaking on the Commission's Own Motion into Competition for Local Exchange Service, Decision 98-10-057, Rulemaking 95-04-043, Investigation 95-04-044, Calif. P.U.C., October 22, 1998.

In the Matter of the Petition by Pacific Bell (U 1001 C) for arbitration of an interconnection agreement with Pac-West Telecomm, Inc. (U 5266 C) pursuant to Section 256(b) *sic* of the Telecommunications Act of 1996, Final Arbitrator's Report, Docket No. A98-11-024, Calif. P.U.C., November 16, 1998.

In the Matter of the Petition by Pacific Bell (U 1001 C) for arbitration of an interconnection agreement with Pac-West Telecomm, Inc. (U 5266 C) pursuant to Section 256(b) *sic* of the Telecommunications Act of 1996, Docket No. A98-11-024, 99-06-088, Opinion, Calif. P.U.C., June 29, 1999.

Order Instituting Rulemaking on the Commission's Own Motion into Competition for Local Exchange Service; Order Instituting Investigation on the Commission's Own Motion into Competition for Local Exchange Service, Rulemaking 95-04-043 (Filed April 26, 1995); Investigation 95-04-044 (Filed April 26, 1995), Decision 99-07-047; Order Modifying and Denying Applications for Rehearing of Decision 98-10-057, Calif. P.U.C., July 22, 1999.

In the Matter of the Petition of MFS Communications Company, Inc, for Arbitration pursuant to 47 U.S.C. §252(b) of Interconnection Rates, Terms, and Conditions with U.S. West Communications, Inc., Docket No. 96A-287T, Decision No. C97-48, Colo. P.S.C., January 10, 1997.

Petition of 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., September 17, 1997.

Petition of MCImetro for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale under the Telecommunications Act of 1996, Docket No. 6865-U, Order Deciding Complaint, Ga. P.S.C., December 1, 1998.

Complaint of MFS Intelenet of Georgia, Inc. Against BellSouth Telecommunications, Inc., and Request for Immediate Relief, Docket No. 8196-U, Order Affirming and Modifying the Hearing Officer's Decision, Ga. P.S.C., December 28, 1998.

Complaint of Intermedia Communications Inc. against BellSouth Telecommunications, Inc. for Breach of Terms of Georgia Partial Interconnection Agreement Under Section 251 and 252 of the Telecommunications Act of 1996, Order Deciding Complaint, Ga. P.S.C., January 25, 1999.

In the Matter of Public Utilities Commission Instituting a Proceeding on Communications, Including an Investigation of the Communications Infrastructure of the State of Hawaii, Docket No. 7702, 16775 Decision and Order, Hawaii P.U.C., January 7, 1999.

Teleport Communications Group, Inc. vs. Illinois Bell Telephone Company Ameritech Illinois Complaint as to Dispute Over a Contract Definition, Docket No. 97-0404; WorldCom Technologies, Inc., successor in interest to MFS Intelenet of Illinois, Inc. vs. Illinois Bell Telephone Company d/b/a Ameritech Illinois Complaint as to Respondent's Failure to Pay Complainant Reciprocal Compensation for Local Calls which Originate on Respondent's Network and Terminate on Complainant's Network, Docket No. 97-0519; MCI Telecommunications Corporation and MCIMetro Access Transmission Services, Inc. vs. Illinois Bell Telephone Company, d/b/a Ameritech Illinois Complaint as to Respondent's Refusal to Pay Reciprocal Compensation to Complainant for Local Traffic Terminated by Complainant to its Internet Service Provider Customers, Docket No. 97-0525, Order, Ill. C.C., March 11, 1998.

In the Matter of the Complaint of Time Warner Communications of Indiana, L.P. Against Indiana Bell Telephone Company, Inc., d/b/a Ameritech Indiana, for Violation of the Terms of the Interconnection Agreement, Docket No. 41097, Order, Ind. U.R.C, February 3, 1999.

Complaint of WorldCom Technologies, Inc. (successor-in-interest to MFS Intelenet Service of Massachusetts, Inc.) against New England Telephone and Telegraph Company d/b/a Bell Atlantic Massachusetts for Alleged Breach of Interconnection Terms Entered Into Under Sections 251 and 252 of the Telecommunications Act of 1996, Docket No. 97-116-C, Order, Mass. D.P.U., October 21, 1998.

In the Matter of the Application for Approval of an Interconnection Agreement between Brooks Fiber Communications of Michigan, Inc., and Ameritech Information Industry Services on behalf of Ameritech Michigan, Docket No. U-11178; In the Matter of the Request by TCG Detroit for Clarification or Interpretation of Its Interconnection Agreement with Ameritech Michigan, Docket No. U-11502; In the Matter of the Request by TCG Detroit for Clarification or Interpretation of Its Interconnection Agreement with Ameritech Michigan, Docket No. U-11522; In the Matter of the Request by TCG Detroit for Clarification or Interpretation of Its Interconnection Agreement with Ameritech Michigan, Docket No. U-11553; In the Matter of the Application of MCI Telecommunications Corporation for Arbitration to Establish an Interconnection Agreement with Ameritech Michigan, Docket No. U-11554, Opinion and Order, Mich. P.S.C., January 28, 1998.

In the Matter of the 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, Docket Nos. P-442,421/M-96-855, P-5321,421/M-96-909, P-3167,421/M-96-729, Order Resolving Arbitration Issues, Minn. P.U.C., December 2, 1996.

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, Docket No. TO-98-278, Mo. P.S.C., April 24, 1998.

In the Matter of Global NAPs Inc. for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Bell Atlantic-New Jersey, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket No. TO98070426, Decision and Order, N.J.B.P.U., July 12, 1999.

Proceeding on Motion of the Commission to Investigate Reciprocal Compensation Related to Internet Traffic, Docket No. 97-C-1275; Petition of Rochester Telephone Corp. for Approval of a New Multiyear Rate Stability Agreement, Docket No. 93-C-0033; Petition of Rochester Telephone Corp. for Approval of a Proposed Restructuring Plan, Docket No. 93-C-0103; Complaint of MFS Intelenet of New York, Inc. Against New York Telephone Company

Concerning Alleged Breach of Interconnection Terms, Docket No. 97-C-0895; Complaint of ACC National Telecom Corp. Against New York Telephone Company Concerning Alleged Breach of the Terms of its P.S.C. Tariff No. 914, Docket No. 97-C-0918; Complaint of Cablevision Lightpath, Inc. Against New York Telephone Company Concerning Alleged Intention to Deny Reciprocal Compensation Payments for Certain Local Traffic, Docket No. 97-C-0979; Order Denying Petition and Instituting Proceeding, N.Y. D.P.S., July 17, 1997.

Proceeding on Motion of the Commission to Investigate Reciprocal Compensation Related to Internet Traffic, Docket No. 97-C-1275, Order Closing Proceeding, N.Y. D.P.S., March 19, 1998.

In the matter of Interconnection Agreement between BellSouth Telecommunications, Inc., and US LEC of North Carolina, LLC, Docket No. P-55, SUB 1027, Order Concerning Reciprocal Compensation for ISP Traffic, N.C.U.C., February 26, 1998.

In the Matter of the Complaint of MCImetro Access Transmission Services, Inc. v. BellSouth Telecommunications, Inc., Docket No. P-55, SUB 1094, Order Ruling on Complaint Proceeding Involving Interconnection Agreement, N.C.U.C., February 10, 1999.

In the Matter of Enforcement of Interconnection Agreement Between Intermedia Communications, Inc., and BellSouth Telecommunications, Inc., Docket No. P-55, SUB 1096, Order Concerning Reciprocal Compensation for ISP Traffic, N.C.U.C., November 4, 1998.

In the Matter of the Complaint of IGC Telecom Group, Inc. v. Ameritech Ohio, Docket No. 97-1557-TP-CSS, Opinion and Order, Ohio P.U.C, August 27, 1998.

In the Matter of the Complaints of IGC Telecom Group, Inc., MCImetro Access Transmission Services, Inc., and Time Warner Telecom of Ohio, L.P., Docket Nos. 97-1557-TP-CSS, 97-1723-TP-CSS, 98-308-TP-CS, Entry on Rehearing, Ohio P.U.C., May 5, 1999.

In the Matter of the Complaint of MCImetro Access Transmission Services, Inc. v. Ameritech Ohio, Docket No. 97-1723-TP-CSS, Opinion and Order, Ohio P.U.C, October 14, 1998.

In the Matter of the Complaint of Time Warner Communications of Ohio L.P. v. Ameritech Ohio, Docket No. 98-308-TP-CSS, Opinion and Order, Ohio P.U.C, October 14, 1998.

In the Matter of the Application of Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc., for an Order Concerning Traffic Terminating to Internet Service Providers and Enforcing Compensation Provisions of the Interconnection Agreement with Southwestern Bell Telephone Company, Docket No. PUD 970000548, Order of the Commission 423626, Okla. C.C., June 3, 1998.

In the Matter of the 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, 96-324 Disposition: Arbitrator's Decision Adopted as Amended, Ore. P.U.C., December 9, 1996.

In the Matter of the Petition of Electric Lightwave, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions with GTE Northwest Incorporated, Pursuant to the Telecommunications Act of 1996, 99-218 Disposition: Arbitrator's Decision Adopted as Amended, Ore. P.U.C., February 11, 1999.

In the Matter of the 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, ARB 1 Arbitrator's Decision, Ore. P.U.C., November 8, 1996.

Petition for Declaratory Order of TCG Delaware Valley, Inc. for Clarification of Section 5.7.2 of its Interconnection Agreement with Bell Atlantic-Pennsylvania, Inc., Docket No. P-00971256, Opinion and Order, Pa. P.U.C., May 21, 1998.

Re: NEVD of Rhode Island, LLC Petition for Declaratory Judgment that Internet Traffic Be Treated as Local Traffic Subject to Reciprocal Compensation, Docket No. 2935, Order, R.I. P.U.C., June 29, 1999.

Complaint and Request for Expedited Ruling of Time Warner Communications, Docket No. 18082, Order, Tex. P.U.C., February 27, 1998.

In the Matter of a Complaint Against US WEST COMMUNICATIONS, INC., by ELECTRIC LIGHTWAVE, INC., Requesting the Utah Public Service Commission Enforce an Interconnection Agreement Between Electric Lightwave, Inc., and US West Communications, Inc., Docket No. 98-049-36, Order, January 22, 1999.

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, Docket No. PUC970069, Final Order, October 24, 1997.

In the Matter of the Petition for Arbitration of an Interconnection Agreement between MFS Communications Company, Inc. and US WEST Communications, Inc. Pursuant to 47 U.S.C. section 252, Docket No. UT-960323, Arbitrator's Report and Decision, Wash. U.&T.C., November 8, 1996.

In the Matter of the Petition for Arbitration of an Interconnection agreement between Electric Lightwave, Inc., and GTE Northwest Incorporated, Docket No. UT-980370, Arbitrator's Report and Decision, Wash. U.&T.C., March 22, 1999.

In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale, Docket No. UT-960369; In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for US West Communications, Inc., Docket No. UT-960370; In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for GTE Northwest Incorporated, Docket No. UT-960371; 17th Supplemental Order: Interim Order Determining Prices; Notice of Prehearing Conference, Wash. U.&T.C., September 23, 1999.

Petition for Arbitration of Unresolved Issues for the Interconnection Negotiations between MCI and Bell Atlantic-West Virginia, Docket No. 97-1210-T-PC, Commission Order, W.Va. P.S.C., January 13, 1998.

Complaint by Time Warner Communications of Milwaukee, L.P. about Alleged Non-Compliance by Ameritech Wisconsin with the Interconnection Agreement between Ameritech Wisconsin and Time Warner Communications, Docket Nos. 5912-TD-100, 6720-TD-101, Letter Affirming Staff Determination, Wis. P.S.C., June 17, 1998.

Contractual Dispute about the Terms of an Interconnection Agreement between Ameritech Wisconsin and TCG Milwaukee, Inc., Docket Nos. 5837-TD-100, 6720-TD-101, Letters Affirming Staff Determination, Wis. P.S.C., March 31, 1998, May 13, 1998.

¹⁵ See Complaint, p.9, n.10.

¹⁶ See Complaint, p.9, n.11. See also:

US West Communications v. MFS Intelenet, Inc., et al, 1999 WL 799082 (9th Cir. (Wash.) Oct. 8, 1999).

Southwestern Bell Telephone Company v. Brooks Fiber Communications of Oklahoma, Inc.; Brooks Fiber Communications of Tulsa, Inc.; et al, No. 98-CV-468-K(J) N.D. Okla., Sept. 20, 1999.

BellSouth Telecommunications, Inc. v. ITC Deltacom Communications, Inc., 1999 WL 735242 (M.D. Ala., Aug. 18, 1999).

Michigan Bell Tel. Co. v. MFS Intelenet, Case No. 5:98 CV 18, Opinion and Order (W.D. Mich., Aug 2, 1999).

US West Communications v. Jennings, 46 F.Supp. 2d 1004, 1026 (D. Ariz., 1999).

Michigan Bell Tel. Co. v. Climax Tel. Co., 1999 WL 547994 (6th Cir., Jul. 28, 1999).

¹⁷ By "the Agreements," here it is meant the Initial, Opt-In and Intermedia Agreements.

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.

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

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)

services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ICI desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. Nothing herein shall prevent ICI from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if ICI orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge ICI the lower of the interstate or intrastate tariffed rate or promotional rate.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of ICI as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

I. Whenever BellSouth delivers traffic to ICI for termination on ICI's network, if BellSouth cannot determine because of the manner in which ICI has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate ICI pursuant to this section but will, instead, charge ICI originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if

ICI can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICI cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ICI; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.

K. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

L. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

M. The ordering and provision of all services purchased from BellSouth by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate

E. BellSouth assumes no liability for the accuracy of the data provided to it by ICI and ICI agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from ICI to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

F. BellSouth does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. BellSouth shall be indemnified, defended and held harmless by ICI or ICI's customer from any and all claims by any person relating to ICI's or ICI's customer's use of services so provided.

G. No license under patents (other than the limited license to use) is granted by BellSouth or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BellSouth will defend ICI against claims of patent infringement arising solely from the use by ICI of services offered pursuant to this Agreement and will indemnify ICI for any damages awarded based solely on such claims.

H. **BellSouth's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against BellSouth, acts of God and other circumstances beyond BellSouth's reasonable control.**

I. **This obligations of the Parties contained within this section shall survive the expiration of this Agreement.**

XXI. More Favorable Provisions

A. In the event an appropriate regulatory agency or judicial body orders or directs BellSouth or ICI to provide any substantive portion of this Agreement in a way different than that provided for herein, including but not limited to BellSouth's provision of broadband exchange line services, the parties agree to implement said order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted. The party pursuing any administrative or judicial remedy agrees to apply the regulatory or judicial order retroactively to the date that the order was initially entered and apply simple interest at a rate based on the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in the Wall Street Journal. The preceding sentence shall survive the expiration of this Agreement.

B. In the event BellSouth executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that ICI shall be eligible to supersede this Agreement with the identical rates, terms and conditions contained in the BellSouth agreement with the other local exchange carrier. If ICI

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.
Rich Dender –Acct. Manager
South E4E1 Colonnade Prkwy
Birmingham, AL 35243

ICI–Pat Kurin
3625 Queen Palm Drive
Tampa, Florida
33619

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

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida, relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

C. J. ...

Signature

Chief Executive Officer

Title

June 21, 1996

Date

Intermedia
Communications Inc

Jord C. ...

Signature

CEO

Title

6/21/96

Date

Attachment B-1
 Local Interconnection Service

Service: Local Interconnection*

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

9

State(s):	Alabama						Florida					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50	per mile	\$486.83	LC - Add'l	-	-	\$16.75	per mile	\$486.83	LC - Add'l
DS1 Common Transport	\$0.00004	per mile	-	-	-	fac. term.	-	-	\$59.75	fac. term.	\$100.49	fac. term.
Local Switching LS2 (FGD)	\$0.00036	fac. term.	-	-	-	-	\$0.00036	fac. term.	-	-	-	-
Tandem Switching	\$0.00755	access mou	-	-	-	-	\$0.00876	access mou	-	-	-	-
Information Surcharge	\$0.00074	access mou	-	-	-	-	\$0.00050	access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.03218	100 mou	-	-	-	-	-	-	-	-	-	-
	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978						\$0.01028					
Composite Rate-DS1 Tandem Sw.	\$0.00991						\$0.01056					

State(s):	Georgia						Kentucky					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50	per mile	\$486.83	LC - Add'l	-	-	\$23.50	per mile	\$486.83	LC - Add'l
DS1 Common Transport	\$0.00004	per mile	\$90.00	fac. term.	\$100.49	fac. term.	-	-	\$90.00	fac. term.	\$100.49	fac. term.
Local Switching LS2 (FGD)	\$0.00036	fac. term.	-	-	-	-	\$0.00036	fac. term.	-	-	-	-
Tandem Switching	\$0.00787	access mou	-	-	-	-	\$0.00755	access mou	-	-	-	-
Information Surcharge	\$0.00074	access mou	-	-	-	-	\$0.00074	access mou	-	-	-	-
Tandem Intermediary Charge**	-	-	-	-	-	-	\$0.03218	Prem/100 mou	-	-	-	-
	\$0.002	access mou	-	-	-	-	\$0.01448	Trans/100 mou	-	-	-	-
	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.00978						\$0.00978					
Composite Rate-DS1 Tandem Sw.	\$0.00991						\$0.00991					

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s IntraState Access Tariff

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

-Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each 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.

Local Exchange Access Service

Internal Bill ID: 8212

Bill Account No: 8692000377FGD
Invoice No: 8692037709309
Company Code: 8692
Cutoff Date: 30-SEP-99
Prepared Date: 06-OCT-99
Due Date: 30-SEP-99
Page: 1 of 13

Remit Payment To:

US LEC of Florida Inc.
US LEC Corp - CABS
PO Box 601513
Charlotte, NC 282601513

BellSouth Telecommunication, Inc.
Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, AL 35203

Billing Inquiries Contact: Charlene Law
(704)319-1047
e-mail: billing@uslec.com

Balance Forward Information

Total Amount Of Last Bill	\$ 2,523,207.23
Payments Applied	\$ 0.00
Adjustments Applied	\$ 0.00
Delinquent Charges	\$ 22,145.43 ✓
Total Balance Forward	\$ 2,545,352.66

Summary Of Current Charges

Usage Charges	\$ 626,067.85 ✓
Non-Usage Charges	
Recurring	\$ 0.00
Non-Recurring	\$ 0.00
Other Charges and Credits	\$ 0.00
Total Current Charges	\$ 626,067.85

TOTAL AMOUNT PAST DUE	\$ 2,545,352.66
TOTAL AMOUNT FOR QUARTER ENDING 30-SEP-1999	\$ 626,067.85

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 2 of 13

Detail Of Usage Charges
Current Usage
01-SEP-1999 - 30-SEP-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Intra Local Switch	402,988	0.00876000	\$ 3,530.17
Intra LATA CCL	402,988	0.01767000	\$ 7,120.80
Composite - DS1 Tandem Switching	26,462,852	0.01056000	\$ 279,447.72
Total for: JCVLFLUFDS0	26,865,840		\$ 290,098.69
MIAPFLYODS0			
Intra Local Switch	365,222	0.00876000	\$ 3,199.34
Intra LATA CCL	365,222	0.01767000	\$ 6,453.47
Composite - DS1 Tandem Switching	23,982,865	0.01056000	\$ 253,259.05
Total for: MIAPFLYODS0	24,348,087		\$ 262,911.86
MTLDLBRDS0			
Intra Local Switch	101,479	0.00876000	\$ 888.96
Intra LATA CCL	101,479	0.01767000	\$ 1,793.13
Composite - DS1 Tandem Switching	6,663,750	0.01056000	\$ 70,369.20
Total for: MTLDFLBRDS0	6,765,229		\$ 73,051.29
Total Usage for	01-SEP-1999 - 30-SEP-1999	57,979,156	\$ 626,061.84

Local Exchange Access Service

Bill Account No: 8692000377FGD
Invoice No: 8692037709309
Company Code: 8692
Cutoff Date: 30-SEP-99
Prepared Date: 06-OCT-99
Due Date: 30-SEP-99
Page: 3 of 13

Detail Of Usage Charges
Delayed Usage
01-AUG-1999 - 31-AUG-1999

	Minutes	Rate	Amount
MIAPFLYODSO			
Intra Local Switch	1	0.00876000	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Composite - DS1 Tandem Switching	45	0.01056000	\$ 0.48
Total for: MIAPFLYODSO	46		\$ 0.51

Total Usage for	01-AUG-1999 - 31-AUG-1999	46	\$ 0.51
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Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 4 of 13

Detail Of Usage Charges
Delayed Usage
01-JUL-1999 - 31-JUL-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Intra Local Switch	2	0.00876000	\$ 0.02
Intra LATA CCL	2	0.01767000	\$ 0.04
Composite - DS1 Tandem Switching	97	0.01056000	\$ 1.02
Total for: JCVLFLUFDS0	99		\$ 1.08
MIAPFLYODS0			
Intra Local Switch	1	0.00876000	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Composite - DS1 Tandem Switching	33	0.01056000	\$ 0.35
Total for: MIAPFLYODS0	34		\$ 0.38
MTLDFLBRDS0			
Intra Local Switch	1	0.00876000	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Composite - DS1 Tandem Switching	3	0.01056000	\$ 0.03
Total for: MTLDFLBRDS0	4		\$ 0.06
Total Usage for	01-JUL-1999 - 31-JUL-1999	137	\$ 1.52

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 5 of 13

Detail Of Usage Charges
Delayed Usage
01-JUN-1999 - 30-JUN-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Composite - DS1 Tandem Switching	17	0.01056000	\$ 0.18
Total for: JCVLFLUFDS0	18		\$ 0.26
MIAPFLYODSO			
Transport Mileage	3	0.00023100	\$ 0.00
Information Surcharge	3	0.00017300	\$ 0.00
Transport Termination	3	0.00114100	\$ 0.00
Intra Local Switch	3	0.00876000	\$ 0.03
Common Carrier Line	3	0.01160000	\$ 0.03
Transport Interconnection Charge	3	0.01256200	\$ 0.04
Intra LATA CCL	3	0.01767000	\$ 0.05
Local Switching	3	0.02616500	\$ 0.08
Composite - DS1 Tandem Switching	116	0.01056000	\$ 1.22
Total for: MIAPFLYODSO	119		\$ 1.45
MTLDFLBRDS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 6 of 13

Detail Of Usage Charges

Delayed Usage

01-JUN-1999 - 30-JUN-1999

	Minutes	Rate	Amount
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Total for: MTLDFLBRDS0	1		\$ 0.08

Total Usage for	01-JUN-1999 - 30-JUN-1999	138	\$ 1.79
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EXHIBIT F
 US LEC OF FLORIDA INC.'S
 SECOND AMENDED COMPLAINT
 DOCKET NO. 990874-TP

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 7 of 13

Detail Of Usage Charges
Delayed Usage
01-MAY-1999 - 31-MAY-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Local	21	0.01028000	\$ 0.22
Total for: JCVLFLUFDS0	22		\$ 0.30
MIAPFLYODS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Local	10	0.01028000	\$ 0.10
Total for: MIAPFLYODS0	11		\$ 0.18
Total Usage for	01-MAY-1999 - 31-MAY-1999	33	\$ 0.48

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 8 of 13

Detail Of Usage Charges
Delayed Usage
01-APR-1999 - 30-APR-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Local	33	0.01028000	\$ 0.34
Total for: JCVLFLUFDS0	34		\$ 0.42
MIAPFLYODSO			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Local	5	0.01028000	\$ 0.05
Total for: MIAPFLYODSO	6		\$ 0.13
MTLDFLBRDS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 9 of 13

Detail Of Usage Charges
Delayed Usage
01-APR-1999 - 30-APR-1999

	Minutes	Rate	Amount
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Total for: MTLDFLBRDS0	1		\$ 0.08

Total Usage for	01-APR-1999 - 30-APR-1999	41	\$ 0.63
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Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 10 of 13

Detail Of Usage Charges
Delayed Usage
01-MAR-1999 - 31-MAR-1999

	Minutes	Rate	Amount
JCVLFLUFSO			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Total for: JCVLFLUFSO	1		\$ 0.08
MIAPFLYODSO			
Transport Mileage	2	0.00023100	\$ 0.00
Information Surcharge	2	0.00017300	\$ 0.00
Transport Termination	2	0.00114100	\$ 0.00
Intra Local Switch	2	0.00876000	\$ 0.02
Common Carrier Line	2	0.01160000	\$ 0.02
Transport Interconnection Charge	2	0.01256200	\$ 0.03
Intra LATA CCL	2	0.01767000	\$ 0.04
Local Switching	2	0.02616500	\$ 0.05
Local	13	0.01028000	\$ 0.13
Total for: MIAPFLYODSO	15		\$ 0.29
MTLDFLBRDSO			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 11 of 13

Detail Of Usage Charges
Delayed Usage
01-MAR-1999 - 31-MAR-1999

	Minutes	Rate	Amount
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Total for: MTLDFLBRDS0	1		\$ 0.08

Total Usage for	01-MAR-1999 - 31-MAR-1999	17	\$ 0.45
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Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 12 of 13

Detail Of Usage Charges
Delayed Usage
01-FEB-1999 - 28-FEB-1999

	Minutes	Rate	Amount
MIAPFLYODS0			
Transport Mileage	3	0.00023100	\$ 0.00
Information Surcharge	3	0.00017300	\$ 0.00
Transport Termination	3	0.00114100	\$ 0.00
Intra Local Switch	3	0.00876000	\$ 0.03
Common Carrier Line	3	0.01160000	\$ 0.03
Transport Interconnection Charge	3	0.01256200	\$ 0.04
Intra LATA CCL	3	0.01767000	\$ 0.05
Local Switching	3	0.02616500	\$ 0.08
Local	21	0.01028000	\$ 0.22
Total for: MIAPFLYODS0	24		\$ 0.45
MTLDFLBRDS0			
Transport Mileage	1	0.00023100	\$ 0.00
Information Surcharge	1	0.00017300	\$ 0.00
Transport Termination	1	0.00114100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01160000	\$ 0.01
Transport Interconnection Charge	1	0.01256200	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02616500	\$ 0.03
Local	2	0.01028000	\$ 0.02
Total for: MTLDFLBRDS0	3		\$ 0.10
Total Usage for	01-FEB-1999 - 28-FEB-1999	27	\$ 0.55

Local Exchange Access Service

Bill Account No: 8692000377FGD
 Invoice No: 8692037709309
 Company Code: 8692
 Cutoff Date: 30-SEP-99
 Prepared Date: 06-OCT-99
 Due Date: 30-SEP-99
 Page: 13 of 13

Detail Of Usage Charges
Delayed Usage
01-JAN-1999 - 31-JAN-1999

	Minutes	Rate	Amount
MTLDFLBRDS0			
Transport Mileage	1	0.00029500	\$ 0.00
Information Surcharge	1	0.00019800	\$ 0.00
Transport Termination	1	0.00145100	\$ 0.00
Intra Local Switch	1	0.00876000	\$ 0.01
Common Carrier Line	1	0.01070000	\$ 0.01
Transport Interconnection Charge	1	0.01344300	\$ 0.01
Intra LATA CCL	1	0.01767000	\$ 0.02
Local Switching	1	0.02554500	\$ 0.03
Total for: MTLDFLBRDS0	1		\$ 0.08

Total Usage for	01-JAN-1999 - 31-JAN-1999	1	\$ 0.08
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EXHIBIT F
US LEC OF FLORIDA INC.'S
SECOND AMENDED COMPLAINT
DOCKET NO. 990874-TP

Local Exchange Access Service

Internal Bill ID: 7577

Bill Account No: 86920377FGD
Invoice No: 8692037708319
Company Code: 8692
Cutoff Date: 31-AUG-99
Prepared Date: 07-SEP-99
Due Date: 30-SEP-99
Page: 1 of 2

Remit Payment To:

US LEC of Florida Inc.
US LEC Corp - CABS
PO Box 601513
Charlotte, NC 282601513

BellSouth Telecommunication, Inc.
Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, AL 35203

Billing Inquiries Contact: Charlene Law
(704)319-1047
e-mail: billing@uslec.com

Balance Forward Information

Total Amount Of Last Bill	\$ 1,905,447.73
Payments Applied	\$ 0.00
Adjustments Applied	\$ 0.00
Delinquent Charges	\$ 21,818.16 ✓
Total Balance Forward	\$ 1,927,265.89

Summary Of Current Charges

Usage Charges	\$ 595,941.34
Non-Usage Charges	
Recurring	\$ 0.00
Non-Recurring	\$ 0.00
Other Charges and Credits	\$ 0.00
Total Current Charges	\$ 595,941.34 ✓

TOTAL AMOUNT PAST DUE	\$ 1,927,265.89
TOTAL AMOUNT FOR QUARTER ENDING 30-SEP-1999	\$ 595,941.34

Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037708319
 Company Code: 8692
 Cutoff Date: 31-AUG-99
 Prepared Date: 07-SEP-99
 Due Date: 30-SEP-99
 Page: 2 of 2

Detail Of Usage Charges
Current Usage
01-AUG-1999 - 31-AUG-1999

	Minutes	Rate	Amount
JCVLFLUFDSO			
Intra Local Switch	399,305	0.00876000	\$ 3,497.91
Intra LATA CCL	399,305	0.01767000	\$ 7,055.72
Composite - DS1 Tandem Switching	26,220,967	0.01056000	\$ 276,893.41
Total for: JCVLFLUFDSO	26,620,272		\$ 287,447.04
MIAPFLYODSO			
Intra Local Switch	364,619	0.00876000	\$ 3,194.06
Intra LATA CCL	364,619	0.01767000	\$ 6,442.82
Composite - DS1 Tandem Switching	23,943,305	0.01056000	\$ 252,841.30
Total for: MIAPFLYODSO	24,307,924		\$ 262,478.18
MTLDFLBRDSO			
Intra Local Switch	63,923	0.00876000	\$ 559.97
Intra LATA CCL	63,923	0.01767000	\$ 1,129.52
Composite - DS1 Tandem Switching	4,197,598	0.01056000	\$ 44,326.63
Total for: MTLDFLBRDSO	4,261,521		\$ 46,016.12
Total Usage for	01-AUG-1999 - 31-AUG-1999	55,189,717	\$ 595,941.34

EXHIBIT F
US LEC OF FLORIDA INC.'S
SECOND AMENDED COMPLAINT
DOCKET NO. 990874-TP

Local Exchange Access Service

Internal Bill ID: 6972

Bill Account No: 86920377FGD
Invoice No: 8692037707319
Company Code: 8692
Cutoff Date: 31-JUL-99
Prepared Date: 04-AUG-99
Due Date: 30-SEP-99
Page: 1 of 2

Remit Payment To:

US LEC of Florida Inc.
US LEC Corp - CABS
PO Box 601513
Charlotte, NC 282601513

BellSouth Telecommunication, Inc.
Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, AL 35203

Billing Inquiries Contact: Charlene Law
(704)319-1047
e-mail: billing@uslec.com

Balance Forward Information

Total Amount Of Last Bill	\$ 1,518,624.67
Payments Applied	<\$ 85,576.27>
Adjustments Applied	\$ 0.00
Delinquent Charges	\$ 21,495.73 ✓
Total Balance Forward	\$ 1,454,544.13

Summary Of Current Charges

Usage Charges	\$ 450,903.60
Non-Usage Charges	
Recurring	\$ 0.00
Non-Recurring	\$ 0.00
Other Charges and Credits	\$ 0.00
Total Current Charges	\$ 450,903.60 ✓

TOTAL AMOUNT PAST DUE **\$ 1,454,544.13**

TOTAL AMOUNT FOR QUARTER ENDING 30-SEP-1999 **\$ 450,903.60**

EXHIBIT F
 US LEC OF FLORIDA INC.'S
 SECOND AMENDED COMPLAINT
 DOCKET NO. 990874-TP

Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037707319
 Company Code: 8692
 Cutoff Date: 31-JUL-99
 Prepared Date: 04-AUG-99
 Due Date: 30-SEP-99
 Page: 2 of 2

Detail Of Usage Charges
Current Usage
01-JUL-1999 - 31-JUL-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Intra Local Switch	258,821	0.00876000	\$ 2,267.27
Intra LATA CCL	258,821	0.01767000	\$ 4,573.37
Composite - DS1 Tandem Switching	16,995,831	0.01056000	\$ 179,475.98
Total for: JCVLFLUFDS0	17,254,652		\$ 186,316.62
MIAPFLYODS0			
Intra Local Switch	316,674	0.00876000	\$ 2,774.07
Intra LATA CCL	316,674	0.01767000	\$ 5,595.63
Composite - DS1 Tandem Switching	20,794,785	0.01056000	\$ 219,592.93
Total for: MIAPFLYODS0	21,111,459		\$ 227,962.63
MTLDFLBRDS0			
Intra Local Switch	50,877	0.00876000	\$ 445.68
Intra LATA CCL	50,877	0.01767000	\$ 899.00
Composite - DS1 Tandem Switching	3,340,878	0.01056000	\$ 35,279.67
Total for: MTLDFLBRDS0	3,391,755		\$ 36,624.35
Total Usage for	01-JUL-1999 - 31-JUL-1999	41,757,866	\$ 450,903.60

Local Exchange Access Service

Internal Bill ID: 6799

Bill Account No: 86920377FGD
Invoice No: 8692037706309
Company Code: 8692
Cutoff Date: 30-JUN-99
Prepared Date: 20-JUL-99
Due Date: 22-AUG-99
Page: 1 of 5

Remit Payment To:

US LEC of Florida Inc.
US LEC Corp - CABS
PO Box 601513
Charlotte, NC 282601513

BellSouth Telecommunication, Inc.
Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, AL 35203

Billing Inquiries Contact: Charlene Law
(704)319-1047
e-mail: billing@uslec.com

Balance Forward Information

Total Amount Of Last Bill	\$ 1,091,088.66
Payments Applied	\$ 0.00
Adjustments Applied	\$ 23,346.38
Delinquent Charges	\$ 4,591.36 ✓
Total Balance Forward	\$ 1,119,026.40

Summary Of Current Charges

Usage Charges	\$ 399,598.27
Non-Usage Charges	
Recurring	\$ 0.00
Non-Recurring	\$ 0.00
Other Charges and Credits	\$ 0.00
Total Current Charges	\$ 399,598.27 ✓

TOTAL AMOUNT PAST DUE	\$ 1,119,026.40
TOTAL AMOUNT FOR QUARTER ENDING 30-JUN-1999	\$ 399,598.27

EXHIBIT F
 US LEC OF FLORIDA INC.'S
 SECOND AMENDED COMPLAINT
 DOCKET NO. 990874-TP

Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037706309
 Company Code: 8692
 Cutoff Date: 30-JUN-99
 Prepared Date: 20-JUL-99
 Due Date: 22-AUG-99
 Page: 2 of 5

Detail Of Usage Charges

Current Usage

24-JUN-1999 - 30-JUN-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Transport Mileage	76,982	0.00023100	\$ 17.60
Information Surcharge	76,982	0.00017300	\$ 13.32
Transport Termination	76,982	0.00114100	\$ 87.83
Common Carrier Line	76,982	0.01160000	\$ 892.99
Transport Interconnection Charge	76,982	0.01256200	\$ 967.05
Local Switching	76,982	0.02616500	\$ 2,014.24
Intra Local Switch	65,983	0.00876000	\$ 578.01
Composite - DS1 Tandem Switching	3,522,803	0.01056000	\$ 37,200.80
Intra LATA CCL	65,983	0.01767000	\$ 1,165.92
Total for: JCVLFLUFDS0	3,665,768		\$ 42,937.76
MIAPFLYODSO			
Transport Mileage	92,370	0.00023100	\$ 21.12
Information Surcharge	92,370	0.00017300	\$ 15.98
Transport Termination	92,370	0.00114100	\$ 105.40
Common Carrier Line	92,370	0.01160000	\$ 1,071.49
Transport Interconnection Charge	92,370	0.01256200	\$ 1,160.35
Local Switching	92,370	0.02616500	\$ 2,416.86
Intra Local Switch	79,171	0.00876000	\$ 693.54
Composite - DS1 Tandem Switching	4,226,973	0.01056000	\$ 44,636.83
Intra LATA CCL	79,171	0.01767000	\$ 1,398.95
Total for: MIAPFLYODSO	4,398,514		\$ 51,520.52
MTLDFLBRDS0			
Transport Mileage	12,780	0.00023100	\$ 2.93
Information Surcharge	12,780	0.00017300	\$ 2.21
Transport Termination	12,780	0.00114100	\$ 14.59

EXHIBIT F
 US LEC OF FLORIDA INC.'S
 SECOND AMENDED COMPLAINT
 DOCKET NO. 990874-TP

Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037706309
 Company Code: 8692
 Cutoff Date: 30-JUN-99
 Prepared Date: 20-JUL-99
 Due Date: 22-AUG-99
 Page: 3 of 5

Detail Of Usage Charges

Current Usage

24-JUN-1999 - 30-JUN-1999

	Minutes	Rate	Amount
Common Carrier Line	12,780	0.01160000	\$ 148.25
Transport Interconnection Charge	12,780	0.01256200	\$ 160.55
Local Switching	12,780	0.02616500	\$ 334.39
Intra Local Switch	10,953	0.00876000	\$ 95.95
Composite - DS1 Tandem Switching	584,822	0.01056000	\$ 6,175.72
Intra LATA CCL	10,953	0.01767000	\$ 193.54
Total for: MTLDFLBRDS0	608,555		\$ 7,128.13

Total Usage for	24-JUN-1999 - 30-JUN-1999	8,672,837	\$ 101,586.41
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Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037706309
 Company Code: 8692
 Cutoff Date: 30-JUN-99
 Prepared Date: 20-JUL-99
 Due Date: 22-AUG-99
 Page: 4 of 5

Detail Of Usage Charges

Current Usage

01-JUN-1999 - 23-JUN-1999

	Minutes	Rate	Amount
JCVLFLUFDS0			
Transport Mileage	253,052	0.00023100	\$ 57.87
Information Surcharge	253,052	0.00017300	\$ 43.78
Transport Termination	253,052	0.00114100	\$ 288.73
Common Carrier Line	253,052	0.01160000	\$ 2,935.40
Transport Interconnection Charge	253,052	0.01256200	\$ 3,178.84
Local Switching	253,052	0.02616500	\$ 6,621.11
Intra Local Switch	216,899	0.00876000	\$ 1,900.03
Composite - DS1 Tandem Switching	11,580,071	0.01056000	\$ 122,285.55
Intra LATA CCL	216,899	0.01767000	\$ 3,832.61
Total for: JCVLFLUFDS0	12,050,022		\$ 141,143.92
MIAPFLYODS0			
Transport Mileage	245,294	0.00023100	\$ 56.10
Information Surcharge	245,294	0.00017300	\$ 42.44
Transport Termination	245,294	0.00114100	\$ 279.88
Common Carrier Line	245,294	0.01160000	\$ 2,845.41
Transport Interconnection Charge	245,294	0.01256200	\$ 3,081.38
Local Switching	245,294	0.02616500	\$ 6,418.12
Intra Local Switch	210,251	0.00876000	\$ 1,841.80
Composite - DS1 Tandem Switching	11,225,087	0.01056000	\$ 118,536.92
Intra LATA CCL	210,251	0.01767000	\$ 3,715.14
Total for: MIAPFLYODS0	11,680,632		\$ 136,817.19
MTLDFLBRDS0			
Transport Mileage	35,949	0.00023100	\$ 8.22
Information Surcharge	35,949	0.00017300	\$ 6.21
Transport Termination	35,949	0.00114100	\$ 41.01

EXHIBIT F
 US LEC OF FLORIDA INC.'S
 SECOND AMENDED COMPLAINT
 DOCKET NO. 990874-TP

Bill Account No: 86920377FGD
 Invoice No: 8692037706309
 Company Code: 8692
 Cutoff Date: 30-JUN-99
 Prepared Date: 20-JUL-99
 Due Date: 22-AUG-99
 Page: 5 of 5

Local Exchange Access Service

Detail Of Usage Charges
Current Usage
01-JUN-1999 - 23-JUN-1999

	Minutes	Rate	Amount
Common Carrier Line	35,949	0.01160000	\$ 417.01
Transport Interconnection Charge	35,949	0.01256200	\$ 451.59
Local Switching	35,949	0.02616500	\$ 940.61
Intra Local Switch	30,812	0.00876000	\$ 269.91
Composite - DS1 Tandem Switching	1,645,051	0.01056000	\$ 17,371.74
Intra LATA CCL	30,812	0.01767000	\$ 544.45
Total for: MTLDFLBRDS0	1,711,812		\$ 20,050.75

Total Usage for	01-JUN-1999 - 23-JUN-1999	25,442,466	\$ 298,011.86
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Local Exchange Access Service

Internal Bill ID: 5949

Bill Account No: 86920377FGD
Invoice No: 8692037705319
Company Code: 8692
Cutoff Date: 31-MAY-99
Prepared Date: 04-JUN-99
Due Date: 30-JUN-99
Page: 1 of 3

Remit Payment To:

US LEC of Florida Inc.
US LEC Corp - CABS
PO Box 601513
Charlotte, NC 282601513

BellSouth Telecommunication, Inc.
Interconnection Purchasing Center
600 North 19th Street, 7th Floor
Birmingham, AL 35203

Billing Inquiries Contact: Charlene Law
(704)319-1047
e-mail: billing@uslec.com

Balance Forward Information

Total Amount Of Last Bill	\$ 764,435.53
Payments Applied	<\$ 7,713.08>
Adjustments Applied	\$ 0.00
Delinquent Charges	\$ 4,545.91 ✓
Total Balance Forward	\$ 761,268.36

Summary Of Current Charges

Usage Charges	\$ 329,820.30
Non-Usage Charges	
Recurring	\$ 0.00
Non-Recurring	\$ 0.00
Other Charges and Credits	\$ 0.00
Total Current Charges	\$ 329,820.30 ✓

TOTAL AMOUNT PAST DUE **\$ 761,268.36**

TOTAL AMOUNT FOR QUARTER ENDING 30-JUN-1999 **\$ 329,820.30**

Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037705319
 Company Code: 8692
 Cutoff Date: 31-MAY-99
 Prepared Date: 04-JUN-99
 Due Date: 30-JUN-99
 Page: 2 of 3

Detail Of Usage Charges
Current Usage
01-MAY-1999 - 31-MAY-1999

	Minutes	Rate	Amount
JCVLFLUFSO			
Transport Mileage	327,352	0.00023100	\$ 74.86
Information Surcharge	327,352	0.00017300	\$ 56.63
Transport Termination	327,352	0.00114100	\$ 373.51
Common Carrier Line	327,352	0.01160000	\$ 3,797.28
Transport Interconnection Charge	327,352	0.01256200	\$ 4,112.19
Local Switching	327,352	0.02616500	\$ 8,565.16
Intra Local Switch	280,586	0.00876000	\$ 2,457.94
Local	14,980,215	0.01028000	\$ 153,996.61
Intra LATA CCL	280,586	0.01767000	\$ 4,957.95
Total for: JCVLFLUFSO	15,588,153		\$ 178,392.13
MIAPFLYODSO			
Transport Mileage	241,547	0.00023100	\$ 55.24
Information Surcharge	241,547	0.00017300	\$ 41.79
Transport Termination	241,547	0.00114100	\$ 275.61
Common Carrier Line	241,547	0.01160000	\$ 2,801.95
Transport Interconnection Charge	241,547	0.01256200	\$ 3,034.31
Local Switching	241,547	0.02616500	\$ 6,320.08
Intra Local Switch	207,040	0.00876000	\$ 1,813.67
Local	11,053,639	0.01028000	\$ 113,631.41
Intra LATA CCL	207,040	0.01767000	\$ 3,658.40
Total for: MIAPFLYODSO	11,502,226		\$ 131,632.46
MTLDLBRDSO			
Transport Mileage	36,326	0.00023100	\$ 8.31
Information Surcharge	36,326	0.00017300	\$ 6.28
Transport Termination	36,326	0.00114100	\$ 41.45

Local Exchange Access Service

Bill Account No: 86920377FGD
 Invoice No: 8692037705319
 Company Code: 8692
 Cutoff Date: 31-MAY-99
 Prepared Date: 04-JUN-99
 Due Date: 30-JUN-99
 Page: 3 of 3

Detail Of Usage Charges
Current Usage
01-MAY-1999 - 31-MAY-1999

	Minutes	Rate	Amount
Common Carrier Line	36,326	0.01160000	\$ 421.38
Transport Interconnection Charge	36,326	0.01256200	\$ 456.33
Local Switching	36,326	0.02616500	\$ 950.47
Intra Local Switch	31,135	0.00876000	\$ 272.74
Local	1,662,314	0.01028000	\$ 17,088.59
Intra LATA CCL	31,135	0.01767000	\$ 550.16
Total for: MTLDFLBRDS0	1,729,775		\$ 19,795.71

Total Usage for	01-MAY-1999 - 31-MAY-1999	28,820,154	\$ 329,820.30
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by
U.S. Mail and/or Hand Delivery * this 12th day of November, 1999, to the
following:

Mary Rose Siriani*
Michael Goggin
BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301



PATRICK KNIGHT WIGGINS