

ORIGINAL

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January 25, 2000  
VIA Hand Delivery

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RECORDS AND REPORTING

Blanca S. Bayo, Director  
Division of Records and Reporting  
Betty Easley Conference Center  
4075 Esplanade Way  
Tallahassee, Florida 32399-0870

Re: Docket No.991838-TP

Dear Ms. Bayo:

Enclosed for filing and distribution are the original and 15 copies of BlueStar Network, Inc.'s Direct Testimony and Exhibits of Carty Hassett and Direct Testimony and Exhibits of Michael Starkey.

Please acknowledge receipt of the above on the extra copies enclosed herein and return them to me. Thank you for your assistance.

Yours truly,

*Vicki Gordon Kaufman*  
Vicki Gordon Kaufman

DOCUMENT NUMBER-DATE  
*Starkey*  
01062 JAN 25 08  
FPSC-RECORDS AND REPORTING

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FPSC-BUREAU OF RECORDS

*Hassett*  
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01061 JAN 25 08

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for Arbitration of BlueStar )  
Networks, Inc. with BellSouth )  
Telecommunications, Inc. Pursuant to the )  
Telecommunications Act of 1996. )

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Docket No. 98<sup>7</sup>1838-TP

Filed: January 25, 2000

DIRECT TESTIMONY AND EXHIBITS

OF

CARTY HASSETT

ON BEHALF OF

BLUESTAR NETWORKS, INC.

DOCUMENT NUMBER-DATE

~~01001~~ JAN 25 8

FPSC-RECORDS/REPORTING

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FPSC-RECORDS/REPORTING

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2                   **DIRECT TESTIMONY AND EXHIBITS**

3                   **OF**

4                   **CARTY HASSETT**

5                   **ON BEHALF OF BLUESTAR NETWORKS, INC.**

6                   **DOCKET NO. 991838-TP**

7                   **INTRODUCTION**

8       **Q: PLEASE STATE YOUR NAME, ADDRESS, AND TITLE.**

9       **A:** My name is Carty Hassett. I am the Vice President of Provisioning of BlueStar Networks, Inc. ("BlueStar"). My business address is the L&C Tower, 401 Church Street, 10 24th Floor, Nashville, Tennessee 37219. I am in charge of ordering unbundled loops 11 from BellSouth for BlueStar to use in supplying Digital Subscriber Line (DSL) services 12 to its customers. 13

14       **Q: PLEASE DESCRIBE YOUR BACKGROUND.**

15       **A:** From November 1997 to October 1999, I held various positions, most recently as 16 Senior Director of East Region Customer Provisioning, Voice Network Provisioning, 17 Facility Design and Access Management with WinStar, a provider of wireless 18 communications. From October 1987 to November 1997, I served in various capacities 19 with MCI Telecommunications (now MCI WorldCom). I received my undergraduate 20 degree from the University of Virginia in 1984 and received an M.S. from Georgetown 21 University in 1987.

22       **Q: WHO IS BLUESTAR AND WHAT SERVICES DOES IT PROVIDE?**

1     **A:**     BlueStar offers high-speed Internet access on existing copper loops. BlueStar uses DSL  
2             technology which raises the transmission rate of data from the 26 kbps normally found  
3             on analog modems to up to 2.5 mbps. The explosive growth of the Internet has raised  
4             the demand for high-speed access to unprecedented levels. BlueStar is one of the first  
5             carriers to attempt to offer high speed access services in competition with BellSouth  
6             and plans to provide many services that BellSouth does not currently offer. BlueStar  
7             currently provides its services in twelve cities in the State of Florida. To provide DSL,  
8             BlueStar must collocate in BellSouth central offices and needs an extremely small  
9             amount of space (three bays in an existing BellSouth lineup of equipment) to receive  
10            unbundled loops and concentrate data for forwarding to and from the Internet and other  
11            locations.

12    **Q:**     **PLEASE DESCRIBE THE PURPOSE OF YOUR TESTIMONY.**

13    **A:**     My testimony addresses issues related to loop provisioning, repair processes, access to  
14             riser cable, the timeliness of dispute resolution, and the need for damage provisions in  
15             the interconnection agreement. Specifically, my testimony addresses:

16             Issues 3 and 4- information concerning loop make-up and availability;

17             Issue 9 - expedited repair procedures;

18             Issue 14 - liquidated damages;

19             Issue 15 - expedited dispute resolution mechanisms; and

20             Issue 16 - access to riser cable.

21             Witness Michael Starkey will address issues 2, 6(a), 10, 11, and 16, and will provide  
22             an overview of the technology and loop conditions that support xDSL services. Issues

1 1, 5, 6(b)-(e), 7, 8, 12, and 13 have been resolved and so need not be considered by  
2 the Commission.

3 **ON-LINE ACCESS TO LOOP INFORMATION**

4 **AND ITS EFFECT ON PROVISIONING (Issues 3 & 4)**

5 **Q: WHAT DOES BLUESTAR NEED FROM BELL SOUTH TO BE ABLE TO**  
6 **PROVISION XDSL SERVICES?**

7 **A:** In order to provision xDSL-based services, we need access to information about  
8 BellSouth's loops. BellSouth already has the information we need, and it uses this  
9 information for its own purposes. It would not create any significant burden on  
10 BellSouth to provide the information to BlueStar. The faster we can get the  
11 information, the sooner we can make a decision about what services are possible over  
12 a particular loop.

13 **Q. WHAT INFORMATION DOES BLUESTAR NEED TO BE ABLE TO PLACE**  
14 **LOOP ORDERS IN THE MOST EFFICIENT WAY?**

15 **A.** To best evaluate whether a loop will work for one or more of the different types of  
16 DSL service BlueStar offers, BlueStar needs to know at least the following  
17 information: (1) the length of the loop from the central office to the customer premises  
18 (or the closest point to the customer premises for which loop length information is  
19 available), whether there are load coils on the loop, whether the loop includes a digital  
20 loop carrier (DLC) (or pairgain) component; (2) whether the loop has bridge taps and,  
21 if so, of what length; (3) whether the loop is ISDN capable; and (4) whether the loop  
22 has repeaters.

1     **Q:     WHY IS THE INFORMATION YOU IDENTIFIED ABOVE REGARDING**  
2     **LOOP LENGTH IMPORTANT?**

3     **A:**     Some of the services BlueStar offers have distance limitations. For example, BlueStar  
4     will only qualify higher rate speeds of DSL on loops with a driving distance of less than  
5     18,000 kft. In addition, some loops are too long or have other characteristics which  
6     make it impossible for us to provide any speed of ADSL or SDSL service. If a  
7     customer is located on the end of one of those loops, we need to know that information  
8     so that we offer that customer IDSL service. If my group has on-line access to loop  
9     length information, we can determine what services we are able to provide to our  
10    customers, whether we can provide the speed the customer wants, and whether or not  
11    we need to offer only IDSL.

12    **Q:     THE SECOND TYPE OF INFORMATION YOU IDENTIFIED CONCERNS**  
13    **BRIDGE TAPS.     WHY IS IT IMPORTANT TO KNOW THIS**  
14    **INFORMATION?**

15    **A:**     Excessive bridge taps can either slow down the speed at which we can provide DSL or  
16    limit the distance from the central office (CO) that we are able to reach with our  
17    service. If we know whether bridge taps exist and, if so, how long they are, we can  
18    make one of two choices up front. First, we can see if our customer would prefer a  
19    slower service at a lower price. If not, we can ask BellSouth to remove the bridge taps.  
20    If we have the information at the beginning of the process, we will not have to  
21    supplement our orders when we want to remove bridge taps. That will mean faster  
22    loop provisioning and less work for BellSouth and BlueStar.

1 **Q: THE THIRD TYPE OF INFORMATION YOU IDENTIFIED CONCERNS**  
2 **WHETHER LOOP IS ISDN CAPABLE. WHY IS IT IMPORTANT TO KNOW**  
3 **THIS INFORMATION?**

4 **A.** On longer loops, we may decide to provide IDSL. If we know a loop is ISDN capable,  
5 then we know we can provide IDSL. If a longer loop is not ISDN capable, we know  
6 in advance that we may have to find an alternative solution to our customer's needs.  
7 For example, we may request that BellSouth install a repeater on the loop to make it  
8 ISDN capable and, therefore, suitable for IDSL.

9 **Q: FINALLY, YOU SAID THAT IT IS IMPORTANT TO HAVE INFORMATION**  
10 **ABOUT REPEATERS AND LOAD COILS. WHY IS THIS INFORMATION**  
11 **NECESSARY?**

12 **A:** It is my understanding that ADSL and SDSL do not work through repeaters or load  
13 coils. When repeaters are on a loop, we either order them to be removed or provision  
14 IDSL only.

15 **Q: HOW WILL HAVING ACCESS TO THE INFORMATION YOU ARE**  
16 **REQUESTING SHORTEN THE TIME IT TAKES BLUESTAR TO PROVIDE**  
17 **SERVICE TO ITS CUSTOMERS?**

18 **A:** BellSouth wants BlueStar to go through a pre-qualification and qualification process  
19 that currently takes up to 15 days and costs over \$500. At the end of that time, we still  
20 might not have the specific information I have described above. This process should  
21 reasonably take between 3 and 5 days. BellSouth has even offered a "best efforts" 3  
22 to 5 day loop qualification interval, but has not come close to meeting this deadline.



1 If we had direct computer access to the information from the beginning, we could  
2 determine qualification issues for ourselves and place the order correctly the first time  
3 without the need for a qualification process. The only thing left for BellSouth to do  
4 would be to assign BlueStar an available loop, which should not take more than a few  
5 minutes. This would completely eliminate all of the pre-qualification and qualification  
6 intervals proposed by BellSouth and allow BlueStar to get a loop from BellSouth in 5  
7 to 7 business days from the date BlueStar places an order, including installation. At the  
8 same time, we will not have to supplement any orders, which ultimately will further  
9 reduce the time it takes to provision a loop.

10 **Q: DOES BELL SOUTH PROVIDE ENOUGH LOOP INFORMATION TODAY?**

11 **A:** No. Currently BellSouth provides only very short responses such as "too long" or  
12 "fiber." This amount of information does not allow BlueStar to assess the type of  
13 service to provide. BlueStar only seeks access to the data BellSouth uses to decide  
14 whether to provision a loop, such as computer databases and loop plats. In order to  
15 evaluate BlueStar's request, BellSouth must look at the data BlueStar is requesting in  
16 this proceeding. It can simply print or copy this data and supply it to BlueStar.

17 **Q: HOW DOES PROVISIONING INFORMATION AFFECT THE**  
18 **QUALIFICATION PROCESS?**

19 **A:** BellSouth proposes a loop qualification interval of between 3 and 5 business days,  
20 which often takes up to 15 days. During that time, BellSouth makes the decision about  
21 the loop, rather than providing information about the loop so that we can to make our  
22 own decision. BellSouth will decide whether the loops fit its own parameters for

1 supplying its own service. If the loops do not meet BellSouth's parameters, then it  
2 gives BlueStar some loop makeup information and we must supplement our order by  
3 requesting additional conditioning. If we have access to the loop makeup information  
4 from the beginning of the process, we can sell the right service, place the right order  
5 and eliminate the entire "qualification" process. That would cut between 3 and 15 days  
6 off of the time it will take BlueStar to provide service to its customers.

7 **Q: HOW WILL HAVING ACCESS TO THIS INFORMATION HELP SOLVE**  
8 **OTHER LOOP PROVISIONING PROBLEMS?**

9 **A:** Our experience with BellSouth has shown us that a large number of our loop orders are  
10 delayed because we did not have advance information regarding the loop makeup. For  
11 example, we do not find out from BellSouth whether the loop they will provide us is  
12 on a digital loop carrier (DLC) or has load coils and/or bridge taps until after we have  
13 placed our order. While we work with BellSouth to resolve DLC problems and get our  
14 loops delivered as quickly as possible, the lack of initial information causes delays that  
15 our customers attribute to us rather than BellSouth. If we have access to the loop  
16 information I referred to earlier, then we can set our customer's service expectations  
17 accordingly and work more efficiently with BellSouth to provide better service more  
18 quickly.

19 **Q: YOU HAVE MENTIONED BELLSOUTH'S PROVISIONING PROCESS.**  
20 **WHAT IS THE CURRENT PROCESS?**

21 **A:** BlueStar submits a faxed order. BellSouth reviews it and issues a clarification, if any  
22 of the data appears incorrect. BellSouth then submits the order to the Complex Systems

1 Resale Group (CSRG) so that they can manually review the databases and loop plats  
2 to select a loop which meets the criteria of the order. After this center chooses a loop,  
3 the order then goes to the Local Carrier Service Center (LCSC) which schedules the  
4 installation. Exhibit No. \_\_\_\_ (CH-1) is several pages from the BellSouth CLEC manual  
5 describing this process.

6 **Q: HOW LONG DOES EACH PART OF THIS PROCESS TAKE IN YOUR**  
7 **EXPERIENCE?**

8 **A:** It is sometimes difficult to precisely determine the length of time each order spends in  
9 each step of the process, but on average BlueStar loop orders have taken 22 calendar  
10 days to process. Fifteen of the 22 days are spent at the CSRG. Several orders have  
11 taken over 60 calendar days to provision. Ten percent (10%) of our orders are canceled  
12 because BellSouth cannot provision what we need. BellSouth misses the firm order  
13 commitment (FOC) on 20% of our orders.

14 **Q: HOW WOULD ELECTRONIC BONDING AFFECT THE PROVISIONING**  
15 **PROCESS?**

16 **A:** If BellSouth made electronic bonding (exchange of information between carriers' OSS  
17 through secure gateways) available, BlueStar could then review loop make-up  
18 information on line and select its own loops. That would decrease both the processing  
19 time and the number of rejections experienced by BlueStar. Thus, more customers  
20 would receive BlueStar's valuable broadband access with less waiting time to have  
21 orders provisioned.

22 **Q: WHAT DOES BELL SOUTH PROPOSE ON THE ELECTRONIC BONDING**

1           **FRONT?**

2           **A:**   BellSouth has offered electronic bonding for ordering, preordering, billing and repair  
3           for all UNEs by March. BellSouth has also offered on-line access to all mechanized  
4           databases used to select loops but declines to offer a date or precise explanation of the  
5           databases we will be able to search on-line. For example, we believe that both the  
6           LFACS and COSMOS databases contain relevant information, but BellSouth has not  
7           provided access to inspect the databases or a written explanation of what is in each  
8           database. We are informed that BellSouth is developing a separate electronic database  
9           with all this information but again there is no date certain for completion. BlueStar  
10          needs BellSouth's written commitment that it will have electronic bonding available as  
11          described above by June 5, 2000.

12          **Q:   HAS BLUESTAR EXPERIENCED PROBLEMS WITH LOOP**  
13          **AVAILABILITY?**

14          **A:**   Yes. At numerous sites, BlueStar was told that there is only fiber DLC access available  
15          to the building. BlueStar cannot provision DSL over fiber without time consuming and  
16          expensive remote collocation. Upon inquiry, BlueStar was told that some customers  
17          had a copper loop, but that it was already in use.

18          **Q:   HOW COULD BELLSOUTH REMEDY THIS PROBLEM?**

19          **A:**   BellSouth could easily remedy this problem by performing what is called a "line and  
20          station swap." To do this BellSouth would switch the existing voice circuit on the  
21          copper loop to a fiber loop and then use the copper loop to provide BlueStar with a  
22          DSL capable loop at that site. These "line and station transfers" would of course occur

1 with the customer's consent. Voice circuits can easily travel over DLC.

2 **REPAIR INTERVALS (Issue 9)**

3 **Q: WHAT REPAIR INTERVAL DOES BELLSOUTH CURRENTLY OFFER?**

4 **A:** The interconnection agreement with BlueStar currently does not specify an interval,  
5 but I am informed that the BellSouth tariffed interval for a repair is 48 hours.

6 **Q: WHAT REPAIR INTERVAL DOES BLUESTAR NEED?**

7 **A:** Under limited circumstances, BlueStar needs the ability to escalate a repair to a one  
8 hour interval. BlueStar has a number of customers who need 24 hour/day on-line access  
9 to all types of financial and other data required to run their business. When their  
10 connection to the outside world stops, so does their business. Thus, BlueStar needs to  
11 be able to have BellSouth at least attempt to repair selected broken loops within an  
12 hour. BlueStar believes that BellSouth offers similar service to its large customers.

13 **ACCESS TO RISER CABLE (Issue 16)**

14 **Q: WHAT IS RISER CABLE?**

15 **A:** Riser cable is the copper wires in a building which run from the minimum point of entry  
16 (MPOE) (usually a phone closet in the basement) to the premises of each occupant of  
17 the building. These cables pass through conduit and the floor or ceiling of the building.  
18 Duplicating them is very expensive and wasteful because most buildings have significant  
19 excess capacity to each premise. Further, most building owners would not allow  
20 BlueStar or another ALEC to tear apart the building's floors and ceilings to install  
21 additional riser cable.

22 **Q: WHY DOES BLUESTAR NEED ACCESS TO RISER CABLE?**

1 A: BlueStar provides many of its DSL services over loops connected to a BlueStar  
2 DSLAM collocated in a BellSouth central office. However, BlueStar has another  
3 product which places the DSLAM near the MPOE in a multi-tenant building. BlueStar  
4 purchases a T-1 that runs from its switch to the DSLAM in the building. "In-building"  
5 DLSAMs are also more efficient in large buildings with a large number of customers.  
6 From there, BlueStar needs to access the copper riser cable to provide service to  
7 individual tenants in the building. In addition, the best way to provide DSL services in  
8 a building that has a direct fiber link is through access to this riser cable. By denying  
9 BlueStar such access, BellSouth can ensure that customers in those buildings served by  
10 fiber will not have any DSL providers.

11 **Q: WHO OWNS THE RISER CABLE IN MULTI-TENANT BUILDINGS?**

12 A: In every building where BlueStar has placed a DSLAM, the landlord has licensed  
13 BlueStar to use the riser cable because the landlord believes that it owns the riser cable.  
14 BellSouth contends that in all buildings erected prior to 1990, it owns the riser cable  
15 and has even torn down a BlueStar circuit on one occasion.

16 **Q: IS BLUESTAR WILLING TO PAY FOR USE OF THE RISER CABLE?**

17 A: Yes, even though BlueStar contests BellSouth's ownership, we have agreed to pay the  
18 requested recurring charge of \$2 as long as BellSouth agrees to maintain the riser cable.

19 **Q: HOW DOES BELLSOUTH PROPOSE THAT BLUESTAR INTERCONNECT**  
20 **TO THE RISER CABLE AND WHAT NON-RECURRING CHARGE (NRC)**  
21 **DOES IT SEEK?**

22 A: BellSouth has proposed contract language which would require that BlueStar install its

1 own network interface devise (NID) and then pay BellSouth \$300 to cross connect the  
2 BlueStar NID to the riser cable NID.

3 **Q: WHAT IS WRONG WITH THIS PROPOSAL?**

4 **A:** This proposal includes needless activity and charges. BlueStar has already installed  
5 DSLAMs in numerous buildings and runs its own cross connects between the DSLAM  
6 and the riser cable without any harm to the BellSouth network. Installing another NID  
7 between the DSLAM and the riser cable will wastefully increase the expenses of the  
8 installations and offer no more protection to the publically switched telephone network  
9 (PSTN). The DSLAM is already fully protected by the same type of fuses and breakers  
10 used by BellSouth in its own DSLAMs and NIDs. Installing another NID will not  
11 increase the protection to the PSTN. Regardless, the riser cable is separated from the  
12 PSTN by the BellSouth NID. Requiring BlueStar to pay \$300 and wait for BellSouth  
13 to complete a cross connect borders on the ludicrous. As shown above, BellSouth's  
14 provisioning intervals only add delay to providing these advanced services that  
15 consumers so badly want. BlueStar's experience is that it takes less than five (5)  
16 minutes to run a jumper from the DSLAM to the riser cable NID. Thus, there is no  
17 reason to charge \$300 for this service. BellSouth has never provided BlueStar with  
18 information to justify a \$300 non-recurring charge for this basic service.

19 **DISPUTE RESOLUTION (Issue 15)**

20 **Q: WHAT IS THE CURRENT PROCESS FOR RESOLVING DISPUTES WITH**  
21 **BELLSOUTH?**

22 **A:** There is none. Currently, BellSouth has given BlueStar an escalation list so that we can

1 call about late orders. Frequently, BellSouth does not respond at all to phone calls and  
2 pages. Many e-mails also go unreturned or receive only cursory, cryptic responses.  
3 Most of the detailed responses simply amount to an admission that they are overworked  
4 and do not have enough personnel or are planning to mechanize the process to speed  
5 it up.

6 **Q: WHAT IS THE EFFECT OF THE LACK OF EXPEDITED DISPUTE**  
7 **RESOLUTION ON BLUESTAR'S BUSINESS?**

8 **A:** Failure to promptly resolve disputes, at the very least, leaves the customer with a bad  
9 taste in his/her mouth about BlueStar. Several customers have simply canceled their  
10 order and purchased from another company because of these delays. In a few instances,  
11 BellSouth amazingly told the customer that it could order ADSL from BellSouth much  
12 faster than it could receive it from BlueStar or even more amazingly that only BellSouth  
13 could provision DSL at all. Thus, BellSouth tried to take advantage of its provisioning  
14 delays and rejections to win customers away from BlueStar. To BellSouth's credit each  
15 of these "unhooking" instances were reversed when brought to the attention of  
16 BellSouth, but some customers simply will not switch back and still other unhooking  
17 instances probably were never detected.

18 **Q: HAS BLUESTAR BEEN ABLE TO ENTER ALL THE MARKETS THAT IT**  
19 **WANTED TO ON THE SCHEDULE THAT IT FOUND OPTIMAL?**

20 **A:** No. In several cities, BlueStar had to delay entering the market because BellSouth  
21 failed to process its collocation applications in a timely fashion and concocted  
22 questionable space preparation and permitting excuses. For example, in both



1 Jacksonville and Orlando, Florida, BellSouth took well over 90 days to issue a quote  
2 for space and then gave intervals over 90 days for permitting and space preparation  
3 without ever checking on the need for either. When BlueStar finally persuaded  
4 BellSouth to check these issues, BellSouth discovered that no permits were needed in  
5 either city and that many offices required minimal space preparation.

6 **Q: WHAT WAS THE EFFECT OF THE DELAY IN JACKSONVILLE?**

7 **A:** Because BlueStar had filed the Jacksonville applications in May 1999, we hired a full  
8 staff and opened an office in July. By September we filed a complaint over the delay  
9 that finally produced some actions by BellSouth that allowed us to begin selling circuits  
10 in November. However, due to BellSouth's delays, the Jacksonville offices did not  
11 become operational until the last week in December. An expedited dispute resolution  
12 process would quickly resolve disputes and expedite market entry.

13 **Q: CAN YOU PROVIDE ANOTHER EXAMPLE OF HOW THE LACK OF A**  
14 **EXPEDITED DISPUTE RESOLUTION PROCESS HAS DELAYED MARKET**  
15 **ENTRY?**

16 **A:** On several occasions, BellSouth has made arbitrary decisions with no chance for upper  
17 level discussion and review which flatly violates our contract and delays collocation  
18 and market entry. First, in Kentucky, BellSouth locked out BlueStar contractors for  
19 almost a week because BellSouth could not meet the requirements of its own access  
20 clause. Just last week, BellSouth stopped all work in Florida by changing the  
21 equipment size rules in midstream. Both of these instances prevented BlueStar from  
22 competing with BellSouth on its desired schedule. An expedited process to resolve

1 these sorts of disputes would prevent BellSouth from benefitting from the delays it  
2 causes.

3 **Q: WILL NORMAL ADMINISTRATIVE PROCEDURES HELP BLUESTAR**  
4 **RESOLVE THESE ISSUES?**

5 **A:** No. If a late order cannot be provisioned until a complaint has been processed under  
6 normal time frames (often six months or more--for example, BlueStar filed a  
7 collocation complaint in September; it is set for hearing in April), the customer will long  
8 since have chosen some other solution for its high speed access. An expedited process  
9 before the Commission would quickly resolve these issues.

10 **Q: DO YOU HAVE AN EXPEDITED PROCESS TO SUGGEST?**

11 **A:** Yes. I suggest a process similar to that proposed by the Commission for dealing with  
12 customer complaints in Docket No. 991661-PU (including a 3-day turn around time).  
13 Just as retail customers need prompt dispute resolution, so do competitors, especially  
14 when delay in the resolution of disputes only works to the benefit of BellSouth.

15 **Q: WHY DOES BLUESTAR NEED EXPEDITED DISPUTE RESOLUTION**  
16 **SIMILAR TO THE 3-DAY PROCEDURE PROPOSED FOR CONSUMER**  
17 **COMPLAINTS?**

18 **A:** Many disputes have arisen over the course of the current contracts where BellSouth  
19 wins by simply refusing to respond to BlueStar issues. Eventually, BlueStar often  
20 obtains a favorable response, but by delaying, BellSouth prevents BlueStar from  
21 competing. An expedited process would prevent this.

22

**LIQUIDATED DAMAGES (Issue 14)**

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**Q: SHOULD THE INTERCONNECTION AGREEMENT INCLUDE A LIQUIDATED DAMAGES CLAUSE?**

**A:** Yes. Currently BellSouth has agreed to include performance measures in its agreement. However, it has little incentive to achieve such measures because it does not incur any consequences for nonperformance. Therefore, the contract must include penalties to encourage BellSouth to perform.

**Q: WHAT DO YOU SUGGEST?**

**A:** BellSouth has suggested to the Federal Communications Commission (FCC) the inclusion of penalties for non-performance. I attach as Exhibit No. \_\_\_ (CH-2) the proposal BellSouth has filed before the FCC and in response to a discovery request from state regulators in a Tennessee arbitration. This proposal should be included in the BlueStar agreement so that BellSouth has an incentive to perform under the agreement.

**Q: DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

**A:** Yes.

12/17/99 This is a DRAFT. The final version of this document will be given to you by your account team by Wednesday, December 22.

## **COMPLEX RESALE SUPPORT GROUP UNE PROCESS**

**The CRSG has a UNE Team that handles the Service Inquiry Process and Estimate Process for all UNE products that require a Service Inquiry.**

- 1) CLEC emails UNE PON to shared mailbox.
- 2) The UNE Team retrieves the email and starts processing the Service Inquiry.
- 3) The SI is scanned to make sure necessary fields have information provided.
- 4) The address is validated.
- 5) If address is not valid, the PON is put into clarification and the clarification notice is emailed to the CLEC.
- 6) The clean and correct SI is sent to Outside Plant and Engineering to see if facilities are available.
- 7) The SI response is sent to the UNE Team from Outside Plant within 3-5 business days.
- 8) If facilities **are not available** due to loop length or the end user being served by fiber only, notification will be sent to the CLEC and the PON will be cancelled.
- 9) If facilities **are not available, but Special Construction** is an option, the CLEC will be notified and the PON will be placed in clarification. The CLEC needs to notify the UNE Team within 10 business days if they are going to proceed with the estimate process or not. If the CLEC is proceeding with Special Construction, an estimate will be requested for Special Construction. (Please see section titled **Estimate Requests**)
- 10) If facilities **are available**, the LSR is retrieved from the email message and printed.
- 11) The UNE Team makes sure the End User Address matches the Service Address on the SI and then sends the whole package to the LCSC. If the addresses do not match, the PON will be placed in clarification.
- 12) The UNE Team checks the LON web site to verify the PON was logged by the LCSC.
- 13) Once the PON shows up on the LON/PON Status Report, the PON is closed.

### **CLEC Use of Email**

It is our recommendation that all UNE PONs be emailed to our shared mailbox (cis.crsg@bridge.bellsouth.com) instead of faxed. Due to the heavy volume of complex PONs received via fax, it is possible for receipt of any PON to be delayed by several hours. Our past experience shows that we receive the emailed PONs much quicker than those sent via fax.

The subject field of your emails must have the following format: **PON 12345 UNE NEW** in the case of a new PON or **PON 12345 UNE SUP "REASON"** in the case of a PON already in our shop. Please include the reason you are sending the sup (clarification, change of due date, etc). When a response to clarification is being sent, the email subject should state, **PON 12345 UNE SUP Clarification Response**. Do not use a number sign before the PON number. This will help us sort the emails by PON.

The documents attached to the email should be named with one word (no spaces). Please send the Service Inquiry page as a separate Microsoft Word document. **Do not include the LSR package and SI in the same document.**

12/17/99 This is a DRAFT. The final version of this document will be given to you by your account team by Wednesday, December 22.

### **UNE Team Daily Report of Open PONs**

Once a UNE CLEC is set-up with our UNE Process, they will begin receiving a daily report of all open UNE PONs in the CRSG. This daily communication emailed to each CLEC is the acknowledgement that we have received your UNE PONs, as well as an on-going status report for each open PON. This report will let you know when the Service Inquiry was sent to Outside Plant, when the PON is in Clarification, and when the package has been sent to the LCSC. Once the PON is cancelled (due to no facilities being available) or has been logged into LON by the LCSC (facilities are available and an order is being issued by the LCSC), it will no longer appear on the spreadsheet.

Each CLEC must provide a distribution list for the daily reports. This distribution list can include several individuals or a few, whichever you prefer.

### **UNE Team Jeopardies and Clarifications**

Clarifications and jeopardy notifications will be emailed on a PON by PON basis unless there are several PONs for one CLEC with the same Jeopardy status. In that case, a list will be sent of all PONs in that status (for example, a list of PONs being cancelled because the end user is served by fiber). We will email these communications with a clear subject heading. **Please make sure the CLEC Contact's email address is on the Service Inquiry.**

### **CLEC Requests for PON Status**

- 1) Initial PON status requests should be emailed to the cis.crsgr mailbox. The subject field for these emails should be in the following format: **PON 12345 UNE STATUS**. The UNE Team will respond the same day to any email received prior to 3:00pm CST. Emails sent after 3:00pm will be answered by 12:00pm the following business day. In the absence of email capabilities, please contact Monica Dodge at 205-321-7745 for alternate arrangements.
- 2) After your initial inquiry via email, if you feel escalation is necessary, please contact the Customer Care Advocate. The December CCA is Cheryl Brown. She can be reached at 205-321-7715.

### **CLEC Estimate Requests**

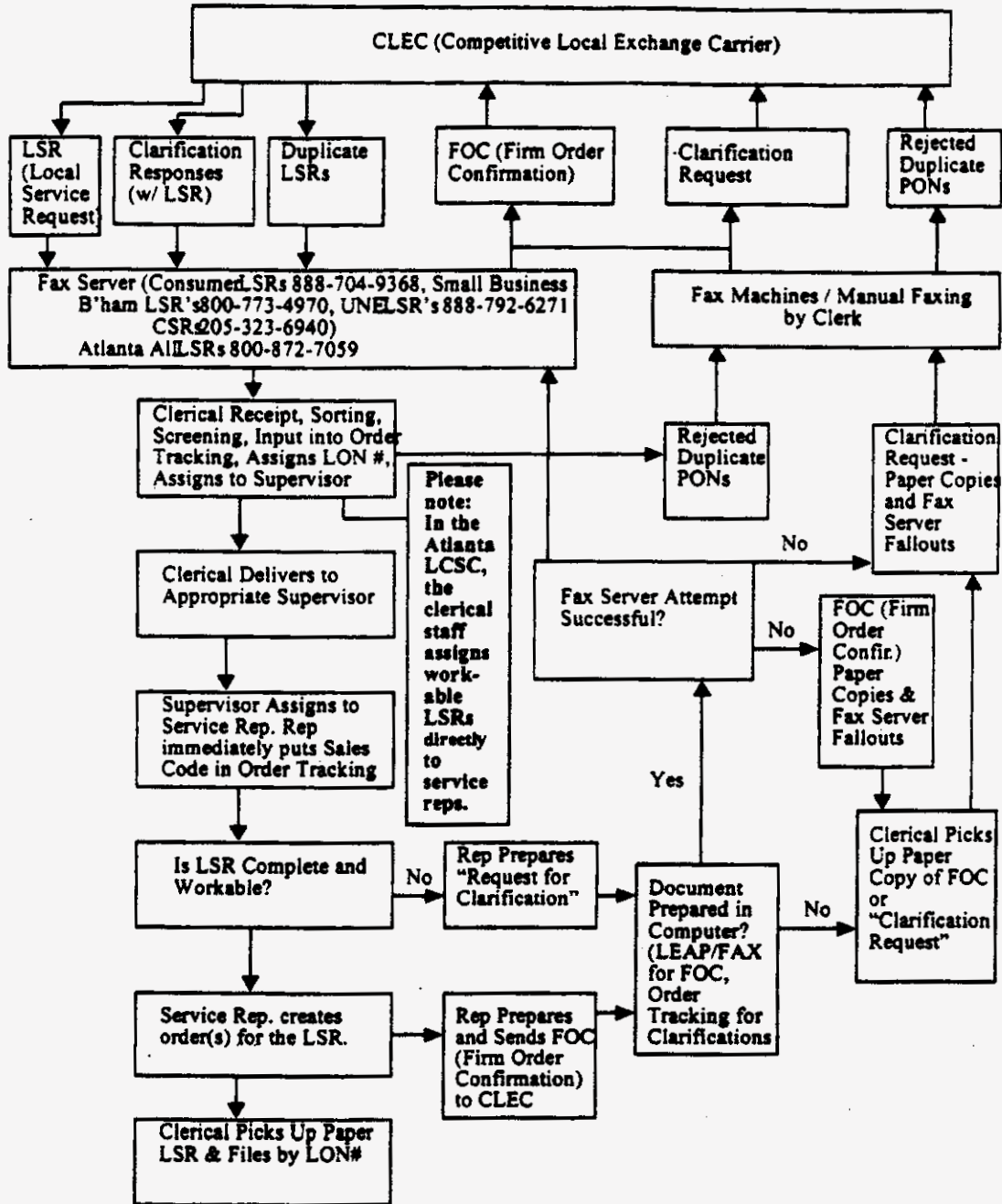
After an estimate for special construction is requested, Titania Alexander will be tracking the receipt of the construction quote. The targeted interval for estimate quotes is 10 business days. Once the quote is received, the PON will be placed in clarification until the CLEC notifies Titania of their intentions to pay for the Special Construction or to cancel the PON. If the CLEC agrees to pay for Special Construction, payment needs to be mailed to the address listed on the quote. Once payment is received, the special construction job will be scheduled and completed. Titania will be notified when the job is released, and your LSR package will be sent to the LCSC for an order to be issued.

If you have questions concerning an open estimate, please email Titania at [Titania.Alexander@bridge.bellsouth.com](mailto:Titania.Alexander@bridge.bellsouth.com) or call her at 205-321-4969.

FACILITY-BASED ADVISORY GUIDE  
 Order Flow and Content

**Section 4g: Order Flow and Content**

**A. LSR Fax Flow - Birmingham & Atlanta LCSC**





BellSouth Telecommunications, Inc. 615 214-6301  
Suite 2101 Fax 615 214-7406  
333 Commerce Street  
Nashville, Tennessee 37201-3300

Guy M. Hicks  
General Counsel

DEC 20 PM 3 19

December 20, 1999

VIA HAND DELIVERY

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996*  
Docket No. 99-00430 Original

*Petition by ICG TELECOM GROUP, INC. for Arbitration of an Interconnection Agreement with BELLSOUTH TELECOMMUNICATIONS, INC. pursuant to Section 252(b) of the Telecommunications Act of 1996*  
Docket No. 99-00377 COPY

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s supplement to Late Filed Exhibit AJV-1. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch  
Enclosure

FILE

REC'D  
DEC 20 1999  
BELL SOUTH  
BELL SOUTH TELECOMMUNICATIONS, INC.  
TENNESSEE REGULATORY AUTHORITY  
DOCKET 99-00430 AND DOCKET 99-00377  
LATE FILED HEARING EXHIBIT AJV-1  
SUPPLEMENTAL RESPONSE  
DECEMBER 20, 1999  
ITEM NO. 1  
PAGE 1 OF 1

REQUEST: Please: (1) provide an exact copy of BellSouth's latest proposal to the Federal Communications Commission ("FCC") on voluntary self-effectuating enforcement mechanisms; and (2) identify the concerns expressed by FCC concerning that proposal. (Transcript, pages 811-813)

RESPONSE:

- (1) BellSouth previously filed a copy of BellSouth's proposal to the FCC on voluntary self-effectuating enforcement mechanisms, referred to as "VSEEM II," which was filed with the FCC on June 18, 1999. Subsequently, on December 3, 1999, BellSouth presented a third proposal to the FCC, referred to as "VSEEM III". As requested by the Authority, attached is a copy of VSEEM III, which is BellSouth's latest proposal on voluntary self-effectuating enforcement mechanisms.
- (2) The initial presentation appeared to be favorably received; however, members of the FCC staff are still in the process of reviewing BellSouth's latest proposal.

FILE



BLS Proposal  
on  
Voluntary Self Effectuating  
Enforcement Mechanisms  
(VSEEM III)

FCC Ex-Parte  
12-03-99

Exhibit No. \_\_\_\_\_ (CH-2)  
BlueStar Networks, Inc.  
Docket No. 991838-TP  
Page 3 of 19

DEC 20 1999  
FEDERAL COMMUNICATIONS COMMISSION

# Voluntary Self Enforcing Remedies Multi-Tiered Structure

- Tier 1 Enforcement Mechanisms
  - Payments (liquidated damages) directly to the CLEC
  - Triggered by one month of significantly poor performance
- Tier 2 Enforcement Mechanisms
  - Fines paid directly to the state Commission or their designated agency
  - Triggered by significantly poor performance by quarter
- Tier 3 Enforcement Mechanisms
  - Voluntary suspension of additional marketing and sales of LD services
  - Triggered by excessive repeat failures (a “tripwire”)

# Voluntary Self Enforcing Remedies Background

- How BLS's plan compares
  - Less complex, fewer metrics than BA-NY or SBC-TX
  - Proportionally same \$\$ at risk (per access line basis)
  - BLS statistical method corrects significant flaws in BA-NY and SBC-TX plans
  - No “forgiveness” plan or offsetting credits

# Voluntary Self Enforcing Remedies

## Individual CLECs and CLEC industry

- Tier 1 (Liquidated Damages)
  - Monthly Assessment at State Level for Individual CLEC
    - State level evaluation is consistent with test statistic
    - State level evaluation takes 'random variation' into consideration
    - State level evaluation will not mask discrimination
  - Parity gap will result in payment to the CLEC operating in negative like-to-like cells (wire center/service)
- Tier 2 (Fines Paid to State)
  - Quarterly Assessment at State Level for CLEC Aggregate
- Tier 3 (suspension of LD authority)
  - Selected sub-measures (12) at the state level.
  - Triggered by repeated failures of the same 5 or more sub-measures for a quarter.

# Enforcement Mechanism

## (Measurements / Tiers / Retail Analogue or Benchmark)

		VSEEM III						
Process	Measures	Resale POTS	Resale Design	UNE Loop & Port Combo	UNE Loops	IC Trunks	LNP	Other
Pre-Ordering	Percent Response Received within "X" sec							Tier-2 (B)
	OSS Interface Availability							Tier-2 (RA)
Ordering	Order Process Percent Flow-Through							Tier-2 (B)
	FOC Timeliness (Mechanized only)							Tier-1 (B)
	Average Reject Interval (Mechanized only)							Tier-1 (B)
Provisioning	Order Completion Interval (Dispatch Only)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)		Tier-1 and Tier-2 (RA)		
	Percent Installations Completed within "X" Days				Tier-1 and Tier-2 (B)			
	Percent Missed Installation Appointments	Tier-1, -2 and -3 (RA)	Tier-1, -2 and -3 (RA)	Tier-1, -2 and -3 (RA)	Tier-1, -2 and -3 (B)			
	Percent Provisioning Troubles within 4 Days of Installation	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (B)			
Maintenance	Customer Trouble Report Rate	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (B)			
	Percent Missed Repair Appointments	Tier-1, -2 and -3 (RA)	Tier-1, -2 and -3 (RA)	Tier-1, -2 and -3 (RA)	Tier-1, -2 and -3 (B)			
	Maintenance Average Duration	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (B)	Tier-1 and Tier-2 (RA)		
	Percent Repeat Troubles within 30 days	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (RA)	Tier-1 and Tier-2 (B)			
Billing	Billing Accuracy							Tier-2 and Tier-3 (RA)
	Billing Timeliness							Tier-2 and Tier-3 (RA)
	Usage Data Delivery Timeliness							Tier-2 (RA)
	Usage Data Delivery Accuracy							Tier-2 (RA)
Trunk Blockage	Percent Trunk Blockage					Tier-1, -2 and -3 (RA)		
LNP	Disconnect Timeliness						Tier-1 and Tier-2 (B)	
	Percent Missed Installation Appointment						Tier-1 and Tier-2 (B)	
C C Conv	Coordinated Customer Conversions				Tier-1 and Tier-2 (B)		Tier-1 and Tier-2 (B)	
Collocation	Percent Missed Collocation Due Dates							Tier-1, -2 and -3 (B)

LEGEND: RA = Retail Analogue, B = Benchmark

December 3, 1999

BellSouth / FCC exparte

5

Exhibit No. \_\_\_\_\_ (CH-2)  
 BlueStar Networks, Inc.  
 Docket No. 991838-TP  
 Page 7 of 19

# Voluntary Self Enforcement Remedies

## TIER-3

### EXCESSIVE PROCESS PERFORMANCE FAILURES

- Selected sub-measures (12) at the State Level
- Failures of the same 5 or more sub-measures for a quarter

#### EXAMPLE:

Process	Measures	TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
		Month 1	Month 2	Month 3	Month 1	Month 2	Month 3
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
Percent Missed Repair Appointments	UNE Loops	X	X	X			
	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
Billing	UNE Loops				X		
	Billing Accuracy	X	X	X			
Trunk Blockage	Billing Timeliness				X	X	X
	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

# Voluntary Self Enforcement Remedy Plan

- PERFORMANCE STANDARDS
  - Parity for analogous products, processes, service
  - Benchmark where no analogues exist
- DETECT POTENTIAL DISCRIMINATION
  - Overall Test Statistic (Truncated Z) Computed to ensure Type I and Type II Errors are balanced
  - Minimizes concern around random variation while not masking discrimination
- PAYMENTS
  - Made at the cell level (Cells test similar products at the wire center level to get Like - to - Like samples - concept approved by FCC statisticians)
- ESCALATING REMEDIES
  - Magnitude of Failure - Addressed utilizing the z-value and balancing critical value. The further z deviates from the balancing critical value, the higher the penalty that is paid.
  - Repeat Failures
    - VSEEM fee schedule increases month-over-month if failures repeat

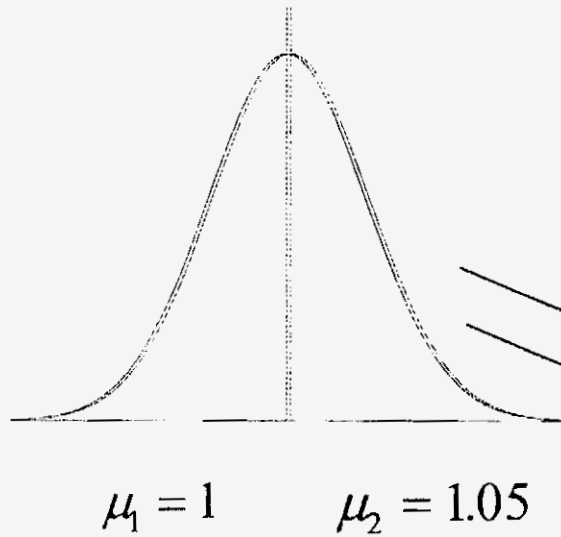
# Statistical Determination of Parity

- PARITY
  - Statistical Testing required to determine parity
    - Overall Test Statistic using the Truncated-Z Test for Rates and Proportions
    - Overall statistic using the Aggregated Adjusted-Z for Means and Averages
  - Balancing Critical Value
    - Computed to ensure Type I and Type II Errors are balanced
    - Used (with z-value) to assess the Magnitude of a Failure
- OVERALL TEST STATISTICS
  - Minimizes concern around random variation while not masking discrimination



# What About "Significance" ?

## 2 Normal Distributions



With large enough sample sizes, even tiny differences can be statistically significant.

$n_1, n_2$  large

## Distribution of $\bar{x}_1 - \bar{x}_2$

Example: Percent Missed Repair Appointments  
BST = 5% and CLEC 5.05%

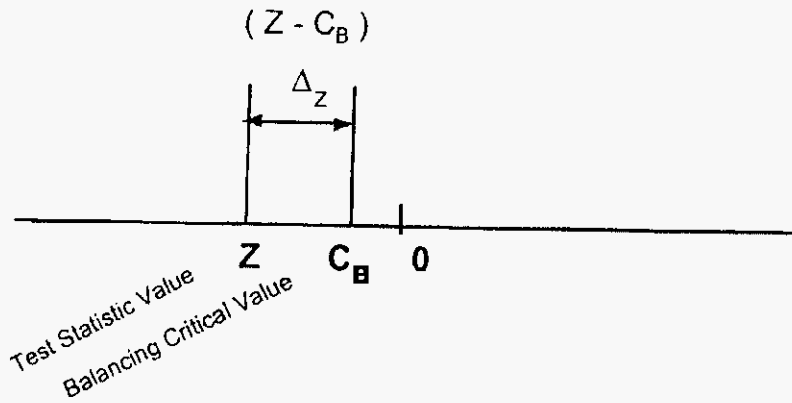
$$\mu_{\bar{x}_1 - \bar{x}_2} = -0.05$$

significant gap  $> 2\sigma_{\bar{x}_1 - \bar{x}_2}$

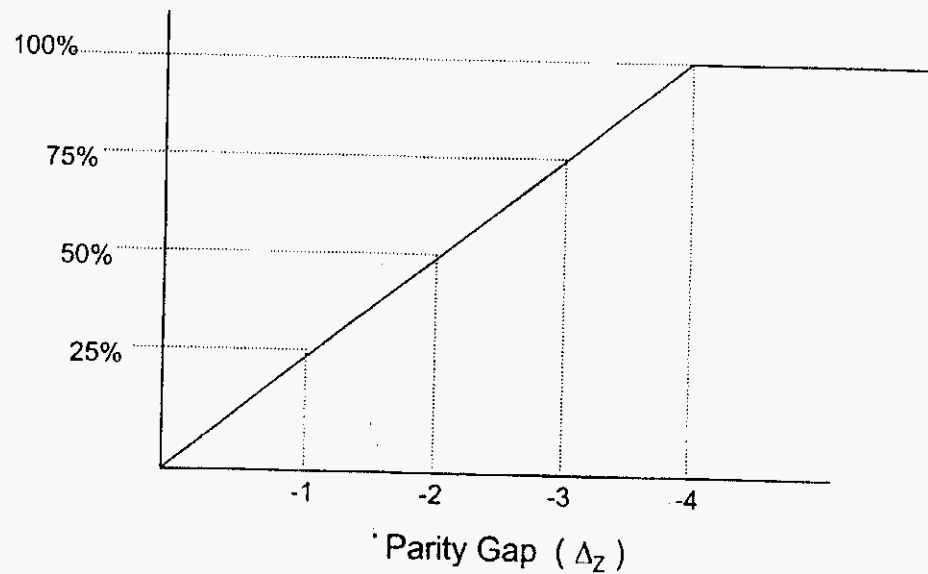
# Enforcement Mechanism

Volume Payment Variables

Parity Gap



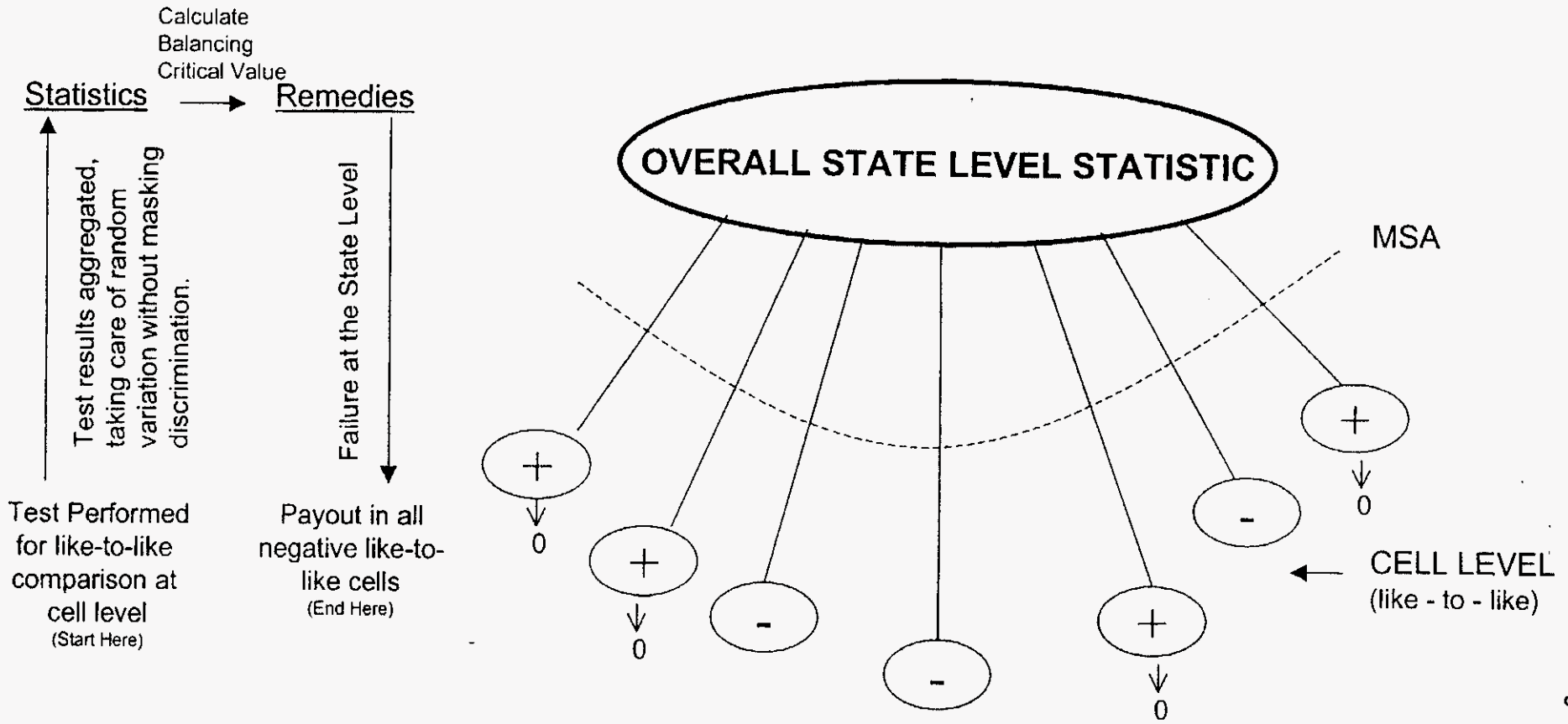
Volume Proportion



December 10, 1999

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# Remedy Payout Diagram



Legend: + = Performance favored CLEC  
 - = Performance favored BST

# Enforcement Mechanisms Proposal Fee Schedule

## Tier-1

PER ITEM PER CLEC

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Ordering	\$40	\$50	\$60	\$70	\$80	\$90
Provisioning POTS	\$100	\$125	\$175	\$250	\$325	\$500
Provisioning UNE (incl Coordinated Customer Conversions)	\$400	\$450	\$500	\$550	\$650	\$800
Maintenance	\$100	\$125	\$175	\$250	\$325	\$500
Maintenance UNE	\$400	\$450	\$500	\$550	\$650	\$800
Trunk Blockage/100 calls	\$150	\$250	\$500	\$600	\$700	\$800
LNP	\$150	\$250	\$500	\$600	\$700	\$800
Collocation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

## Tier-2

PER ITEM

Pre-Ordering	\$20
Ordering	\$60
Provisioning POTS	\$300
Provisioning UNE	\$875
Maintenance POTS	\$300
Maintenance UNE	\$875
Billing	\$1
Trunk Blockage/100 calls	\$500
LNP	\$500
Collocation	\$15,000

December 10, 1999

BellSouth / FCC exparte

12

# Remedy State Caps (annual)

- (Tier-1 plus Tier-2 by state)

– AL	\$17M	MS	\$11M
– FL	\$56M	NC	\$23M
– GA	\$36M	SC	\$11M
– KY	\$10M	TN	\$23M
– LA	\$21M		

- Regional Total                    \$208M

# Voluntary Self Enforcing Remedies Individual CLECs and CLEC industry

- Tier 1 (Liquidated Damages)
  - Monthly Assessment at State Level for Individual CLEC
    - State level evaluation is consistent with test statistic
    - State level evaluation takes 'random variation' into consideration
    - State level evaluation will not mask discrimination
  - Parity gap will result in payment to the CLEC operating in negative like-to-like cells (wire center/service)
- Tier 2 (Fines Paid to State)
  - Quarterly Assessment at State Level for CLEC Aggregate
- Tier 3 (suspension of LD authority)
  - Selected sub-measures (12) at the state level.
  - Triggered by repeated failures of the same 5 or more sub-measures for a quarter.

**BELLSOUTH**

BellSouth  
Suite 900  
1133-21st Street, N.W.  
Washington, D.C. 20036-1051

kathleen.levitz@bellsouth.com

Kathleen B. Levitz  
Vice President-Federal Regulatory

202 463-4113  
Fax 202 463-4198

December 13, 1999

**STAMP and RETURN**

WRITTEN EX PARTE

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
The Portals  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

RECEIVED  
DEC 13 1999  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: CC Docket No. 98-121

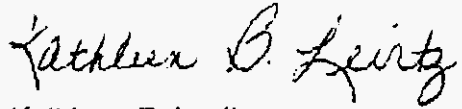
Dear Ms. Salas:

This ex parte is being filed to correct errors on the attachment used during an earlier ex parte visit for which BellSouth filed a notice with your office on December 6, 1999. The meeting itself occurred on December 3, 1999. Representing BellSouth were Sid Boren, Randy New, Bill Stacy, and Bob Blau. FCC staff attending the meeting included Lawrence Strickling, Chief of the Common Carrier Bureau, Bill Bailey, Jake Jennings, and Claire Blue.

During the meeting the participants had discussed the performance measurements, enforcement mechanisms and penalties relating to the Voluntary Self-Effectuating Enforcement mechanisms (VSEEMs III) proposal that BellSouth had initially presented to the Commission staff in a written ex parte filed on April 9, 1999. A written ex parte made on December 6, 1999 had corrected entries appearing on page 12 of the December 3 attachment. Today's ex parte makes a correction to the graph appearing in the lower right quadrant of page 10 of that attachment.

In accordance with Section 1.1206, I am filing two copies of this notice in the proceeding identified above. Please place this notice in the record of that proceeding. Thank you.

Sincerely,



Kathleen B. Levitz

Attachment

cc: Lawrence Strickling  
William Bailey  
Jake Jennings  
Claire Blue



CERTIFICATE OF SERVICE

I hereby certify that on December 20, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

- Hand
- Mail
- Facsimile
- Overnight

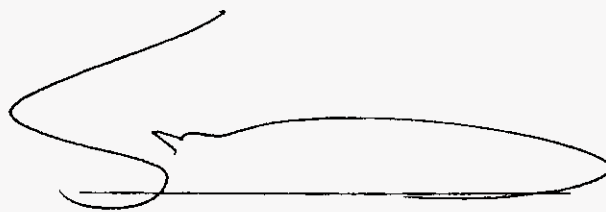
Gary Hotvedt, Esquire  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

- Hand
- Mail
- Facsimile
- Overnight

H. LaDon Baltimore, Esquire  
Farrar & Bates  
211 Seventh Ave. N, # 320  
Nashville, TN 37219-1823

- Hand
- Mail
- Facsimile
- Overnight

Henry Walker, Esquire  
Boult, Cummings, et al.  
414 Union Ave., #1600  
P. O. Box 198062  
Nashville, TN 37219-8062

A large, stylized handwritten signature in black ink, appearing to be a cursive name, possibly "Henry Walker".

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of BlueStar Networks, Inc.'s foregoing Direct Testimony and Exhibits of Carty Hassett has been furnished by (\*) hand delivery this 25<sup>th</sup> day of January 2000, to the following:

(\*)Donna Clemons  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Gunter Building, room 370  
Tallahassee, Florida 32399-0850

(\*)Phil Carver  
(\*)Michael Goggin  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, #400  
Tallahassee, Florida 32301-1556



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Decker, Kaufman, Arnold & Steen, P.A.  
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Attorneys for BlueStar Networks, Inc.