MCWHIRTER REEVES
ATTORNEYS AT LAW

TAMPA OFFICE:
400 NORTH TAMPA STREET, SUITE 2450
TAMPA, FLORIDA 33602
P. O. BOX 3350 TAMPA, FL 33601-3350
(813) 224-0866 (813) 221-1854 FAX

PLEASE REPLY TO:

TALLAHASSEE

TALLAHASSEE OFFICE:
117 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

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Blanca S. Bayo, Director
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Re: Docket No.: 000075-TP

Dear Ms. Bayo:

On behalf of the Florida Competitive Carriers Association, AT&T Communications of the Southern States, Inc., TCG of South Florida, Global Naps, Inc., Mediaone Florida Telecommunications, Inc., Time Warner Telecom of Florida, LP, Intermedia Communications, Inc., Allegiance Telecom of Florida, Inc., Florida Cable Telecommunications Association, Inc., MCI Worldcom, KMC Telecom, Level 3 Communications, LLC, and US LEC of Florida, Inc. enclosed for filing and distribution are the original and 15 copies and disk containing the following:

- Joint Prehearing Statement of the Florida Competitive Carriers Association, AT&T Communications of the Southern States, Inc., TCG of South Florida, Global Naps, Inc., Mediaone Florida Telecommunications, Inc., Time Warner Telecom of Florida, LP, Intermedia Communications, Inc., Allegiance Telecom of Florida, Inc., Florida Cable Telecommunications Association, Inc., MCI Worldcom KMC Telecom, Telecom, Level 3 Communications, LLC, and US LEC of Florida, Inc.

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Sincerely,

Vicki Gordon Kaufman

Vicki Gordon Kaufman

VGK/bae
Enclosure

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into Appropriate to Compensate Carriers for Exchange Traffic Subject to Sec. 251 of the Telecommunications Act.
______________________________/

Docket No. 000075-TP
Filed: February 2, 2001

JOINT PREHEARING STATEMENT OF THE FLORIDA COMPETITIVE CARRIERS ASSOCIATION, AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC., TCG OF SOUTH FLORIDA, GLOBAL NAPS, INC., MEDIAONE FLORIDA TELECOMMUNICATIONS, INC., TIME WARNER TELECOM OF FLORIDA, LP, INTERMEDIA COMMUNICATIONS, INC., ALLEGIANCE TELECOM OF FLORIDA, INC., FLORIDA CABLE TELECOMMUNICATIONS ASSOCIATION, INC., MCI WORLDCOM, KMC TELECOM, LEVEL 3 COMMUNICATIONS, LLC, AND US LEC OF FLORIDA, INC.

Pursuant to Order No. PSC-00-2229-PCO-TP, the Florida Competitive Carriers Association, AT&T Communications of the Southern States, Inc., TCG of Florida, Global NAPS, Inc., MediaOne Florida Telecommunications, Inc., Time Warner Telecom of Florida, L.P., Intermedia Communications, Inc., Allegiance Telecom of Florida, Inc., MCI WorldCom, Florida Cable Telecommunications Association, Inc., KMC Telecom, Level 3 Communications, LLC, and US LEC of Florida, Inc. (hereinafter "ALECs") file their Prehearing Statement.

A. APPEARANCES:

JOSEPH A. MCGLOTHLIN, McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, PA, 117 South Gadsden Street, Tallahassee, Florida 32301

On behalf of the Florida Competitive Carriers Association

VICKI GORDON KAUFMAN, McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, PA, 117 South Gadsden Street, Tallahassee, Florida 32301

On behalf of KMC Telecom

MARSHA RULE, 101 North Monroe Street, Suite 700, Tallahassee, Florida 32301

On behalf of AT & T Communications of the Southern States, Inc., MediaOne Florida Telecommunications, Inc. and TCG of South Florida

DONNA CANZANO MCNULTY, 325 John Knox Road, The Atrium, Suite 105, Tallahassee, Florida 32303

On behalf of MCI WorldCom

KENNETH HOFFMAN and MARTIN P. MCDONNELL, Rutledge, Ecenia, Purnell & Hoffman, P.A., Post Office Box 551, Tallahassee, Florida 32302

On behalf of AT & T Communications of the Southern States, Inc. ,TCG of South Florida, Allegiance Telecom of Florida, Inc., MediaOne Florida Telecommunications, Inc., Level 3 Communications, LLC, and US LEC of Florida, Inc.

CHRISTOPHER W. SAVAGE, Coles, Raywid & Braverman, 1919 Pennsylvania Avenue, N.W., Washington, DC 20006 and **JON MOYLE and CATHY SELLERS**, Moyle Law Firm, 118 North Gadsden Street, Tallahassee, Florida 32301

On behalf of Global NAPs, Inc.

SCOTT SAPPERSTEIN, One Intermedia Way, MC FLT-HQ3, Tampa, Florida 33647-1752

On behalf of Intermedia Communications, Inc.

PETER M. DUNBAR and KAREN CAMECHIS, Pennington, Moore, Wilkinson, Bell & Dunbar, PA, P.O. Box 10095, Tallahassee, Florida 32302-2095

On behalf of Time Warner Telecom of Florida, L.P.

MORTON J. POSNER, 1150 Connecticut Avenue, NW, Suite 205, Washington, DC 20036.

On behalf of Allegiance Telecom of Florida, Inc.

MICHAEL GROSS, 246 East 6th Avenue, Tallahassee, Florida 32303

On behalf of the Florida Cable Telecommunications Association

B. WITNESSES:

Direct	**Issues**
Lee L. Selwyn[1]	All
Rebuttal	
Lee L. Selwyn	All

C. EXHIBITS:

Witness	**Exhibit**	**Title**
Direct		
Selwyn	LLS-1	Statement of Qualifications
Selwyn	LLS-2	Summary of BellSouth and Verizon's Basic Local Exchange Offerings in Florida
Selwyn	LLS-3	Verizon Online

D. STATEMENT OF BASIC POSITION:

First, existing compensation arrangements, applicable to traditional telecommunications traffic (sent-paid), are also equally applicable to ISP-bound traffic. That is, the cost of terminating the call is paid in full by the call originator. When two interconnecting carriers jointly complete a local call, the originating carrier is responsible for remitting a portion of the sent-paid revenue to the carrier that terminates the call. Reciprocal compensation is just the payment made by the originating carrier to the terminating carrier for completing the call. This traditional framework is applicable to ISP-bound traffic.

Second, the ILECs' argument that reciprocal compensation arrangements should make a distinction between traffic terminated at a conventional voice telephone line and traffic terminated to an ISP must be rejected. There is absolutely no difference in the way these types of traffic are

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[1]Dr. Selwyn's testimony is sponsored by FCCA, AT&T, TCG, Global NAPS, MediaOne, Time Warner, Allegiance, and FCTA.

handled on the ILECs' networks and thus no basis to treat them differently. Any effort to create a distinction between "ordinary" and ISP-bound traffic is without economic or technical basis and should be rejected. Neither the "access" framework nor the "bill and keep" framework, which some ILECs have suggested, are appropriate for ISP-bound traffic.

Finally, the appropriate inter-carrier compensation for the termination and transport of ISP-bound calls is a symmetric rate based on the ILECs' prevailing TELRIC costs. This will create incentives for continued reduction in the costs of call termination services and bring benefit to Florida's end users by allowing innovative and economical services..

E. STATEMENT OF ISSUES AND POSITIONS:

1. **ISSUE**: (a) Does the Commission have jurisdiction to adopt an intercarrier compensation mechanism for delivery of IPS-bound traffic?

ALECs: Yes, because ISP-bound traffic is properly viewed as "local" traffic for purposes of the FCC's rules regarding intercarrier compensation under Section 251(b)(5) of the federal Act. The FCC's one ruling suggesting the contrary was vacated by the courts "for want of reasoned decisionmaking." Even in that ruling, however, the FCC acknowledged that state commissions should continue to address the question of compensation for ISP-bound traffic. Moreover, the DC Circuit decision vacating the FCC's ruling clearly supports a finding that ISP-bound traffic should be treated no differently than other "local" traffic. The Commission's jurisdiction to act only comes into question if the FCC determines that ISP-bound traffic is not compensable.

(b) If so, does the Commission have jurisdiction to adopt such intercarrier compensation mechanism through a generic proceeding?

ALECs: Yes. The Commission may adopt an intercarrier compensation mechanism for ISP-bound traffic in a generic proceeding that would apply in cases where parties to an interconnection negotiation cannot agree. Under Section 252(a)(1) of the Act, however, the parties have the right to agree to arrangements for intercarrier compensation "without regard to" the formal requirements of the Act, so parties should remain free to agree upon compensation mechanisms that differ from whatever mechanism the Commission establishes.

2. **ISSUE**: Is delivery of ISP-bound traffic subject to compensation under Section 251 of the Telecommunications Act of 1996?

ALECs: Yes. Section 251(b)(5) requires reciprocal compensation arrangements when carriers exchange "telecommunications." The FCC has interpreted that section to relate only to "local" traffic. ISP-bound traffic is "local" traffic for these purposes, so it is subject to compensation under Section 251(b)(5).

3. **<u>ISSUE</u>**: What actions should the Commission take, if any, with respect to establishing an appropriate compensation mechanism for ISP-bound traffic in light of current decisions and activities of the courts and the FCC?

<u>ALECs:</u> The Commission should determine, affirming its earlier rulings on the subject, that ISP-bound traffic qualifies for reciprocal compensation under Sections 251 and 252 of the Telecommunications Act, and apply the ILECs' cost-based rate for transport and termination of local traffic to the transport and termination of ISP-bound traffic on ILEC and ALEC networks. This ruling should apply to existing and future interconnection agreements. Although the U.S. Court of Appeals for the D.C. Circuit has vacated and remanded the FCC's earlier ruling that ISP-bound traffic does not come within the coverage of section 251(b)(5), it is unknown when the FCC will release a decision on remand. In the event a future FCC ruling may conflict with the Commission's ruling in this case, the Commission may reconsider that matter at a later date.

4. **<u>ISSUE</u>**: What policy considerations should inform the Commission's decision in this docket? (Including, for example, how the compensation mechanism will affect ALEC's competitive entry decisions; cost recovery issues and implications; economically efficient cost recovery solutions in the short term and in the long term).

<u>ALECs:</u> The decision that the Commission makes in this docket should serve the policies of equity, non-discrimination, and the promotion of <u>fair</u> competition and innovation. If it adheres to these policies in the development and implementation of the appropriate carrier compensation mechanism, the Commission will simultaneously safeguard affordable access to the Internet by Florida's citizens.

<u>Equity demands an explicit compensation mechanism.</u> The Commission should reject a "bill and keep" arrangement for ISP-bound traffic. The premise of "bill and keep" is that there is no need for payments between carriers because the traffic delivered by one for termination will offset that delivered by the other. However, traffic flows between two interconnected carriers may be severely imbalanced. The "bill and keep"approach almost invariably will lead to a inequitable result in which one carrier or the other incurs costs for which it is not compensated. An explicit compensation mechanism that bases the payment one carrier receives on the volume of calls the carrier terminates for the other is needed to ensure an equitable arrangement.

The mechanism should not discriminate on the basis of the content of the local call. An ISP is a user of telecommunications services, not a provider of telecommunications services. Because an ISP-bound call terminates at the ISP's POP, the call is as local in nature as any other. In fact, ILECs regard and treat their own ISP customers as local. For these reasons, the access charge regime through which IXCs pay explicit subsidies to ILECs is inapplicable–whether directly or by analogy-- to ISP-bound traffic. The processes of production (i.e. switching, transport) for ISP-bound traffic are identical to those used to produce other local calls. To apply a compensation methodology to ISP-bound traffic that differs from that applied to other local calls would be to discriminate unfairly against ISP-bound traffic on the basis of the content of the call. The Commission should require ILECs to apply to ISP-bound traffic the same mechanism and rate that they apply to other local traffic.

A symmetrical rate based on the ILEC's TELRIC cost is needed to ensure and promote fair competition. Carriers should be free to compete for terminating services, originating services, or both. To the extent that an ILEC misjudges a market or fails to compete, it may experience an economic loss. To adopt a compensation mechanism designed to protect an ILEC from its mistakes or failures would be to intervene artificially in the operation of competitive markets. Similarly, an ILEC should not be able to "game" the system by strategically overstating or understating its termination cost. To promote fair competition, the Commission should require a symmetrical rate derived from the ILEC's TELRIC cost. This rate will render the ILEC indifferent, economically, as to whether it or an ALEC terminates a call. It will also encourage all providers to lower their costs, thereby stimulating competition and innovation.

5. **ISSUE:** Is the Commission required to set a cost-based mechanism for delivery of ISP-bound traffic?

ALECs: Yes, as required by Section 252(d)(2) of the Act. The appropriate intercarrier compensation for the termination and transport of ISP-bound local calls, as well as other forms of local traffic, is a symmetric rate based upon the ILEC's prevailing TELRIC cost level, which creates incentives for continual reductions in the costs of call termination services and harms neither ILECs nor end users.

6. **ISSUE**: What factors should the Commission consider in setting the compensation mechanisms for delivery of ISP-bound traffic?

ALECs: The Commission should consider the following factors in setting the compensation mechanisms for delivery of ISP-bound traffic:

(a) A "sent-paid" compensation" arrangement has traditionally been applied to local traffic.

The almost universal practice in Florida, as well as generally throughout the United States, is for the customer who originates the calls to pay his or her local carrier to get the local call from the point of origin all the way to its intended destination. . When two interconnecting carriers jointly complete a call, the originating carrier is responsible for remitting a portion of the sent-paid revenue to the carrier that terminates the call. Reciprocal compensation is simply the payments made by the first (originating) carrier to the second (terminating) carrier for its work in completing the calls.

Under this "sent-paid" framework, when the exchange of traffic between two carriers is roughly equal, carriers may elect a "bill and keep" system, thereby eliminating the need for explicit inter-carrier payments. However, explicit reciprocal compensation payments must be made for call termination when inter-carrier traffic flows are significantly out of balance, in order to ensure that each carrier is properly compensated for the termination work that it performs.

The proposals of BellSouth and Verizon to replace reciprocal compensation for ISP-bound calls with a "bill-and-keep" arrangement entirely ignore the fact that a bill-and-keep system is only appropriate when inter-carrier traffic flows are roughly in balance, so that explicit payments for call termination would generally net out. To the extent that the ISP-bound traffic exchanged between two carriers is strongly one-directional, a bill-and-keep system would fail to compensate the carrier that terminated the bulk of the exchanged traffic.

(b) There is no technical difference in the manner by which traffic is terminated at a conventional voice telephone line and traffic that is terminated to an ISP.

There is no technical difference in the manner by which these two types of traffic are handled in the ILEC's network. The ILECs' costs to transport calls from their point of origin to the hand-off point is not affected in any manner by the nature of the call (the voice vs. data, ISP-bound vs. ordinary local calling) or by its content (Internet data vs. ordinary voice conversation). By suggesting otherwise, ILECs are attempting to introduce a market-driven price discrimination based upon the *use* to which local telephone service is put rather than upon the processes by which it is produced or the costs incurred in its production.

(c) There is no practical means for reliably differentiating between ordinary calls and those that are terminated to ISPs.

Even if a discriminatory pricing regime were to be considered, which it should not, it is a sheer impossibility for ILECs to accurately identify ISP-bound calls.

(d) Differences between ALEC and ILEC networks lead some ALECs to seek economies of specialization in order to compete.

Because they are necessarily forced to operate at a far smaller scale, ALEC networks may exhibit higher average costs than ILEC networks. The effects of these scale and scope economics are further compounded by the fact that ILECs are able to purchase switching, transport, and other network components at a far more favorable price than their much smaller ALEC rivals. Moreover, ALECs are more likely to experience higher capital-related costs in the absence of the volume discounts available to large ILECs, and an ALEC's capital-related costs will also tend to exceed the corresponding ILEC item, due to the substantially greater level of risk that investors reasonably ascribe to ALECs. These higher average costs may be offset in some cases if the ALEC is able to achieve economies of specialization. ALECs that have concentrated their marketing efforts thus far on customers that receive calls, may be attempting to achieve economies of specialization, precisely to offset the cost disadvantages associated with relatively small scale and limited scope.

Based on these factors, the appropriate inter-carrier compensation for the termination and transport of ISP-bound local calls, as well as other forms of local traffic, is a symmetric rate based upon the ILEC's prevailing TELRIC cost level, which creates incentives for continual reductions in the costs of call termination services and harms neither ILECs nor end-users.

7. **ISSUE**: Should intercarrier compensation for delivery of ISP-bound traffic be limited to carrier and ISP arrangements involving circuit-switched technologies?

ALECs: No. The Commission should not limit intercarrier compensation for delivery of ISP-bound traffic to cases involving only circuit-switched technologies. FCC rules define termination as "the switching of local telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises." 47 C.F.R. § 51.701(d). Distinguishing between technologies for purposes of compensation will introduce artificial incentives and potentially deter the deployment of emerging technologies, which may be more efficient than legacy circuit-switched technologies. Rather than treating one technology in a different manner from others, pending further consideration as such technologies emerge and develop, the Commission should continue to treat all technologies in the same manner for intercarrier compensation purposes.

8. **ISSUE:** Should ISP-bound traffic be separated from non-ISP bound traffic for purposes of assessing any reciprocal compensation payments. If so, how?

ALECs: No. The cost characteristics of local traffic are identical whether the traffic is ISP-bound or non-ISP bound. Routing a call from an originating end user to an ISP's incoming modem line is technically identical to routing a call from the same end user to any local telephone number served by the incumbent or other LEC. Because ISP-bound traffic is technically indistinguishable from and triggers the same network costs as other data and voice local traffic, there is no justification for subjecting ISP-bound traffic to discriminatory treatment with respect to carrier reciprocal compensation responsibilities.

Additionally, technological means do not exist today which can reliably and accurately distinguish ISP-bound calls from other local traffic. Some ILECs have attempted to apply indirect methods to identify ISP-bound traffic such as: billing records, analysis of call holding times, and other means, but these approaches inject an unacceptably high degree of speculation and uncertainty into any results they produce.

9. **ISSUE**: Should the Commission establish compensation mechanisms for delivery of ISP-bound traffic to be used in the absence of the parties reaching an agreement on negotiating a compensation mechanism? If so, what should be the mechanisms?

ALECs: Yes. ISP-bound traffic should be subject to the same reciprocal compensation obligations that apply to all other forms of local rated traffic. Therefore, a system of explicit cost based reciprocal compensation payments, based on the ILECs' forward looking economic costs, should be established as a default mechanism whenever LECs fail to establish a mechanism via negotiation.

A "bill and keep" methodology should be rejected by the Commission. Bill and keep arrangements are fundamentally incompatible with any fair inter-carrier compensation system, unless there is a proportionate balance of originating and terminating traffic between the two carriers. If either carrier, for whatever reason, initiates or terminates a large majority, or a disproportionate amount of calls, a "bill and keep system" causes financial inequities and would prohibit cost recovery for the carrier transporting and terminating the disproportionate number of calls.

F. STIPULATED ISSUES:

None.

G. PENDING MOTIONS:

None.

H. OTHER MATTERS:

None.

Vicki Gordon Kaufman

Joseph A. McGlothlin
Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
Attorneys for the Florida Competitive Carriers Association and KMC Telecom

Donna Canzano McNulty/vgk

Donna Canzano McNulty
325 John Knox Road
The Atrium, Suite 105
Tallahassee, Florida 32303
Attorney for MCI WorldCom

Christopher W. Savage/vgk

Christopher W. Savage
Coles, Raywid & Braverman
1919 Pennsylvania Avenue, N.W.
Washington, DC 20006
and
John Moyle and Cathy Sellers
Moyle Law Firm
118 North Gadsden Street
Tallahassee, Florida 32301
Attorneys for Global NAPs, Inc.

Karen Camechis/vgk

Peter M. Dunbar
Karen Camechis
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
Post Office Box 10095
Tallahassee, Florida 32302-2095
Attorneys for Time Warner Telecom of Florida, L.P.

Michael Gross/vgk

Michael Gross
246 East 6th Avenue
Tallahassee, Florida 32303
Attorney for Florida Cable Telecommunications Association

Morton J. Posner/vgk

Morton J. Posner
1150 Connecticut Avenue, NW
Suite 205
Washington, DC 20036
Attorney for Allegiance Telecom of Florida, Inc.

Marsha Rule/vgk

Marsha Rule
101 North Monroe Street, Suite 700
Tallahassee, Florida 32301
Attorney for AT&T Communications of the Southern States, Inc., MediaOne Florida Telecommunications, Inc. and TCG of South Florida

Martin P. McDonnell

Kenneth Hoffman
Martin P. McDonnell
Rutledge, Ecenia, Purnell & Hoffman
Post Office Box 551
Tallahassee, Florida 32302
Attorneys for AT&T Communications of the Southern States, Inc., TCG of South Florida, Allegiance Telecom of Florida, Inc., MediaOne Florida Telecommunications, Inc., Level 3 Communications, LLC, and US LEC of Florida, Inc.

Scott Sapperstein /JAM

Scott Sapperstein
One Intermedia Way
MC FLT-HQ3
Tampa, Florida 33647-1752
Attorney for Intermedia Communications, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Prehearing Statement of the Florida Competitive Carriers Association, AT&T Communications of the Southern States, Inc., TCG of South Florida, Global Naps, Inc., MediaOne Florida Telecommunications, Inc., Time Warner Telecom of Florida, LP, Intermedia Communications, Inc., Allegiance Telecom of Florida, Inc., Florida Cable Telecommunications Association, Inc., MCI WorldCom, KMC Telecom, Level 3 Communications, LLC, and US LEC of Florida, Inc. has been furnished by hand delivery (*) or U.S. mail this 2nd day of February, 2001 to the following:

(*) Felicia Banks
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Jeffry Wahlen
Ausley Law Firm
P.O. Box 391
Tallahassee, FL 32302

Nancy B. White
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556

Scheffel Wright
Landers Law Firm
P.O. Box 271
Tallahassee, FL 32302

Norman Horton, Jr.
Messer Law Firm
215 South Monroe Street, Suite 701
Tallahassee, FL 32301-1876

Charles Hudak/Ronald V. Jackson
Gerry Law Firm
3 Ravinia Drive #1450
Atlanta, GA 30346-2131

Genevieve Morelli
Kelley Law Firm
1200 19th Street, NW, Suite 500
Washington, D.C. 20036

John McLaughlin
KMC Telecom, Inc.
1755 North Brown Road
Lawrenceville, GA 33096

Charlie Pellegrini/Patrick Wiggins
Katz, Kutter Law Firm
106 East College Avenue
Tallahassee, FL 32301

Herb Bornack
Orlando Telephone Company
4558 SW 35th Street, Suite 100
Orlando, FL 32811-6541

Susan Masterton
Sprint-Florida, Inc.
P.O. Box 2214
MS: FLTLHO0107
Tallahassee, FL 32316

Mark Buechele
Supra Telecom
1311 Executive Center Drive, Suite 200
Tallahassee, FL 32301

Kimberly Caswell
Verizon Select Services, Inc.
P.O. Box 110, FLTC0007
Tampa, FL 33601-0110

Joseph A. McGlothlin

Joseph A. McGlothlin