

Kimberly Caswell  
Vice President and General Counsel, Southeast  
Legal Department

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COMMISSION  
CLERK



FLTC0007  
201 North Franklin Street (33602)  
Post Office Box 110  
Tampa, Florida 33601-0110

Phone 813 483-2606  
Fax 813 204-8870  
kimberly.caswell@verizon.com

June 6, 2002

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

020490-TP

Re: Docket No.  
Petition for Approval of Section 252(i) Adoption of the Terms of the Interim  
Interconnection Agreement Between AT&T Communications of the Southern  
States, Inc. and Verizon Florida Inc. by Comm South Companies Inc. d/b/a  
Florida Comm South

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for  
Approval of Section 252(i) Adoption of the Terms of the Interim Interconnection  
Agreement Between AT&T Communications of the Southern States, Inc. and Verizon  
Florida Inc. by Comm South Companies Inc. d/b/a Florida Comm South. Service has  
been made as indicated on the Certificate of Service. If there are any questions  
regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kimberly Caswell", is written over the typed name.

Kimberly Caswell

KC:tas  
Enclosures

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*RJM*  
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DOCUMENT NUMBER-DATE

05929 JUN -6 8

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Section 252(i)  
Adoption of the Terms of the Interim  
Interconnection Agreement Between  
AT&T Communications of the Southern States,  
Inc. and Verizon Florida Inc. by Comm South  
Companies Inc. d/b/a Florida Comm South

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) Docket No. 020490-TP  
) Filed: June 6, 2002  
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**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION OF THE TERMS OF THE  
INTERIM INTERCONNECTION AGREEMENT BETWEEN  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. AND  
VERIZON FLORIDA INC. BY COMM SOUTH COMPANIES INC.  
D/B/A FLORIDA COMM SOUTH**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Comm South Companies Inc. d/b/a Florida Comm South's Section 252(i) adoption of the terms of the interim interconnection agreement between Verizon and AT&T Communications of the Southern States, Inc. The interim agreement, which was approved by the Commission by Order No. PSC-00-1776-FOF-TP, issued September 28, 2000 in Docket No. 001274-TP, is attached.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on June 6, 2002.

By:   
Kimberly Caswell  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE  
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FPSC-COMMISSION CLERK



Steven J. Pitterle  
Director - Negotiations  
Network Services

600 Hidden Ridge HQE03B67  
P.O. Box 152092  
Irving, Texas 75038

Phone 972/718-1333  
Fax 972/718-1279  
steve.pitterle@verizon.com

May 13, 2002

Sheri Pringle  
Director-Regulatory Affairs  
Comm South Companies Inc. d/b/a Florida Comm South  
6830 Walling Lane  
Dallas, TX 75231

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Ms. Pringle:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Comm South Companies Inc. d/b/a Florida Comm South ("FCS") wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of the Southern States Inc. ("AT&T") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida in Docket No. 001274, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand FCS has a copy of the Terms. Please note the following with respect to FCS's adoption of the Terms.

1. By FCS's countersignature on this letter, FCS hereby represents and agrees to the following three points:
  - (A) FCS adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that FCS shall be substituted in place of AT&T Communications of the Southern States Inc. and AT&T in the Terms wherever appropriate.

- (B) Notice to FCS and Verizon as may be required under the Terms shall be provided as follows:

To: Comm South Companies Inc.  
d/b/a Florida Comm South  
Attention: Mr. Roy Harsila  
6830 Walling Lane  
Dallas, TX 75231  
Telephone number: 214-355-7107  
FAX number: 214-355-7292

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (C) FCS represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
2. FCS's adoption of the AT&T arbitrated Terms shall become effective as of May 27, 2002. The Parties understand and agree that Verizon will file this adoption letter with the Commission promptly upon my receipt of a copy of this letter, countersigned by FCS as to points (A), (B), and (C) of paragraph 1 above. The term and termination provisions of the AT&T/Verizon agreement shall govern FCS's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on May 17, 2002.
  3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a

portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 001274, or to seek review in any way of any provisions included in these Terms as a result of FCS's 252(i) election.

4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 001274 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny FCS's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to FCS are greater than the costs of providing them to AT&T;
  - (b) if the provision of the Terms to FCS is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to FCS under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ¶44.

pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

7. Should FCS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against FCS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and FCS's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of FCS resulting from FCS's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Resources, Industry Letters, CLEC).

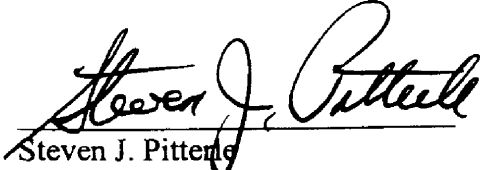
<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

Please arrange for a duly authorized representative of FCS to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON FLORIDA INC.



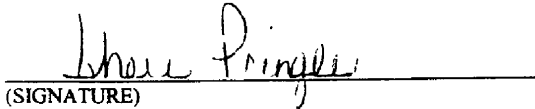
Steven J. Pittenger  
Director – Negotiations  
Network Services

5/22/02

\_\_\_\_\_  
(DATE)

Reviewed and countersigned as to points A, B, and C of paragraph 1:

COMM SOUTH COMPANIES INC. D/B/A FLORIDA COMM SOUTH



\_\_\_\_\_  
(SIGNATURE)

Sheri Pringle  
\_\_\_\_\_  
(PRINT NAME)

5/17/02  
\_\_\_\_\_  
(DATE)

c: R. Ragsdale – Verizon



Marsha E. Rule  
Senior Attorney

Suite 700  
101 N. Monroe Street  
Tallahassee, FL 32301  
850 425-6365  
FAX 850 425-6361

July 21, 2000

RECEIVED FPSC  
JUL 21 AM 8:04  
RECORDING AND REPORTING

Mrs. Blanca Bayo, Director  
Bureau of Record and Recording  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: <sup>001274-TP</sup> Docket No. ~~960847~~-TP – Petition by AT&T for Arbitration of Rates, Terms and Conditions of a Proposed Agreement with GTE Florida Incorporated concerning Interconnection and Resale under the Telecommunications Act of 1996

Dear Mrs. Bayo,

AT&T Communications of the Southern States, Inc. ("AT&T") hereby submits the attached voluntary agreement entitled "Interim Interconnection Agreement between GTE Florida Incorporated ("GTE") and AT&T Communications of the Southern States, Inc." (the "Agreement") for filing and approval under Section 252 of the Telecommunications Act of 1996. Pursuant to Section 252 (e) of the Act, all agreements concerning access, interconnection, unbundling and network termination adopted by negotiations or arbitration, must be submitted to the Commission for review and approval. The Agreement is interim and provides for AT&T and GTE to continue their interconnection arrangement pursuant to the Interconnection, Resale, and Unbundling Agreement between AT&T and GTE (the "Underlying Agreement") approved by Order No. PSC-97-0585-FOF-TP (May 22, 1997) in the above referenced proceeding.

AT&T and GTE are currently engaged in good faith negotiations to replace the Underlying Agreement with a new interconnection agreement. However, negotiations between GTE and AT&T will not be completed before July 17, 2000, the date that GTE contends the Underlying Agreement ended. The Agreement continues the interconnection between AT&T and GTE from July 18 through January 17, 2001, or until such time, if sooner, that the Commission has approved a new interconnection agreement.

The Agreement meets the standards contained in 47 U.S.C. 252 (e) (2) in that (a) the Agreement does not discriminate against a telecommunications carrier not a party to the agreement and (b) implementation of the Agreement will be consistent with the

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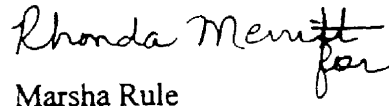


Mrs. Bayo  
July 21, 2000  
Page 2

public interest, convenience, and necessity. The Agreement continues in place the interconnection arrangements between AT&T and GTE that the Commission previously approved by Order No. PSC-97-0585-FOF-TP. The Agreement ensures that there will be no interruption of services mutually provided by AT&T and GTE to their customers and therefore, promotes the public interest, convenience and necessity.

By agreement between AT&T and GTE, only one party to the Agreement is filing this letter. AT&T and GTE request that the Commission not modify, supplement, suspend, or otherwise delay implementation of the Agreement.

Sincerely,

  
Marsha Rule

Enclosure

cc: GTE Florida Inc.

**INTERIM INTERCONNECTION AGREEMENT  
BETWEEN  
GTE FLORIDA INCORPORATED  
AND  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**

**THIS INTERCONNECTION AGREEMENT** (the "Agreement") is entered into on this 26th day of June, 2000, by and between GTE Florida Incorporated ("GTE") and AT&T Communications of the Southern States, Inc. ("AT&T") (GTE and AT&T being referred to collectively as the "Parties" and individually as a "Party"). This Agreement pertains to services provided by GTE and AT&T in the state of Florida (the "State"). This Agreement is subject to approval of the Florida Public Service Commission ("FPSC"). The Parties intend that, regardless of when this Agreement is approved by the FPSC, the effective date of this Agreement shall be July 18, 2000 (the "Effective Date").

**RECITALS**

**WHEREAS**, the Parties have previously entered in the Interconnection, Resale and Unbundling Agreement (the "Underlying Agreement") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act");

**WHEREAS**, the Underlying Agreement was approved by the FPSC in Order No. PSC-97-0585-FOF-TP dated, May 22, 1997, in FPSC Docket No. 960847-TP;

**WHEREAS**, GTE and AT&T are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Underlying Agreement with a new interconnection agreement (the "New Interconnection Agreement");

**WHEREAS**, negotiations between GTE and AT&T under Section 252 of the Act for the New Interconnection Agreement will not be completed before July 17, 2000, the date on which GTE contends the Underlying Agreement will terminate (the "Termination Date");

**WHEREAS**, AT&T maintains that interruption of the interconnection between AT&T and GTE under the Underlying Agreement is impermissible under state and federal law, even though GTE contends that the Underlying Agreement will terminate on the Termination Date; and

**WHEREAS**, in light of the foregoing, and subject to the terms and conditions set forth herein, the Parties agree that this Agreement shall be effective beginning July 18, 2000 (the "Effective Date"), and that the Parties shall have all rights as outlined in the Underlying Agreement pursuant to this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 Except to the extent inconsistent with the terms and conditions set forth herein, the terms and conditions of the Underlying Agreement are hereby incorporated in their entirety by this reference into this Agreement. All obligations under the Underlying Agreement which expressly survive the termination thereof shall also survive the termination of this Agreement. If any provision in the Underlying Agreement conflicts with this Agreement, this Agreement shall control.

2 The term of this Agreement shall become effective on the Effective Date and shall terminate on January 17, 2001. This Agreement shall be subject to termination by either Party for any of the grounds specified for termination under the Underlying Agreement, or in the event that the FPSC has approved the New Interconnection Agreement prior to January 17, 2001. The Parties have agreed to allow this Agreement to become effective upon execution in order to continue their interconnection prior to approval by the Commission. In light of this, the Parties hereby agree that their obligations pursuant to this Agreement shall remain in effect during the period between the Termination Date and the date when the FPSC approves this Agreement, notwithstanding the Commission's possible initial rejection thereof during such period.

3 By entering into this Agreement, the Parties do not waive any right, and hereby expressly reserve each and all of their rights, to challenge and/or defend the legality of the Underlying Agreement.<sup>1</sup> In addition, subject to the limitations and requirements of Paragraph 5 of this Agreement, by entering into this Agreement, GTE does not waive, and hereby expressly reserves, its rights to assert or continue to assert that: (1) certain of the arbitrated rates, charges and terms included in the Underlying Agreement ("Arbitrated Terms") are unlawful, illegal and improper, including, without limitation, the positions stated in any pending or future GTE court challenge regarding certain of the Arbitrated Terms; (2) the Arbitrated Terms do not afford GTE the opportunity to recover its actual costs, as mandated by the Act and applicable law; (3) the Arbitrated Terms should not become effective until such time as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides GTE the opportunity to recover its actual costs; (4) certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") are unlawful, illegal and improper; and (5) the Arbitrated Terms and any subsequent adjusted or modified terms, rates, or charges described in paragraph 6 are further subject to change and/or modification retroactive to the effective date of this Agreement resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's unrecovered costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC Order in effect as of the effective date, or during the term, of this Agreement which impact the Arbitrated Terms, or any subsequent adjusted or modified terms, rates or charges (or the methodology from which they were derived), including, without limitation, the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals (See Docket No. 96-321) and any appeal of the FCC's new UNE rules; or (d) any other relevant appeal or litigation. By entering into this

1.

<sup>1</sup> The Parties' reservation of rights and positions regarding the Underlying Agreement are reiterated as if fully set forth herein. In addition, except as otherwise set forth herein, the Parties further expressly reserve their rights in the event that the terms and conditions of the Underlying Agreement are impacted due to changes in legal requirements.

Agreement, AT&T neither agrees with such assertions or contentions of GTE, nor waives and hereby expressly reserves all of its rights to oppose or continue to oppose any and all such assertions or contentions by GTE.

4. GTE expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates, charges or terms established in FPSC Docket No. 990649-TP or any other proceeding, in any court or commission of competent jurisdiction or other available forum. AT&T likewise expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates, charges or terms established in Docket No. 990649-TP or any other proceeding, in any court or commission of competent jurisdiction or other available forum.

5. By entering into this Agreement, the Parties do not waive, and hereby expressly reserve, their respective rights to continue to assert that: (a) ESP/ISP traffic (i.e., any traffic bound to any enhanced service provider or Internet service provider) is (or is not) traffic (local or otherwise) for which reciprocal compensation is due under Section 251(b)(5) of the Act and/or Part 51, Subpart H of the FCC Rules; and/or (b) that the Party originating such traffic is (or is not) otherwise obligated to pay the local terminating switching rate for such traffic to the other Party.

6. Except as set forth in paragraph 7, if the Arbitrated Terms or any subsequent permanent rates, terms or charges, or the methodology from which they were derived, are deemed unlawful, are stayed or enjoined, or are adjusted or otherwise modified, in whole or in part, by the FPSC in Docket No. 990649-TP or by any commission, court or other governmental authority having competent jurisdiction in any other rate proceeding, then the Parties shall implement such changes or amendments as follows: Any adjusted or modified rates and charges established pursuant to, or in accordance with, an applicable order ("Original Order") shall be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as an applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the Original Order, and the Parties will true-up any resulting over or under billing (the period to which the true-up applies shall be limited to the effective date of the Original Order through the expiration or termination date of this Agreement). Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said final, binding and non-appealable order. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which such order becomes final, binding and non-appealable. The Parties agree that the provisions of this Paragraph 6 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time, and that, except as set forth in paragraph 7, in the event the FPSC establishes permanent rates or charges in any rate proceeding after this Agreement terminates or expires, nothing contained herein shall prohibit a true-up of the effected rates and charges retroactive to the effective date of the Original Order as contemplated by this Paragraph 6 (the period to which the true-up applies shall be limited to the effective date of the Original Order through the expiration or termination date of this Agreement). AT&T and GTE acknowledge that either Party may seek to enforce the provisions of this Paragraph 6 before a commission or court of competent jurisdiction.

7. With respect to the interim deaveraged UNE rates established in Docket No. 990649-TP, the Parties agree that such rates are interim and that they will apply such adjusted and/or modified rates consistent with the terms of Order No. PSC-00-0380-S-TP and the Joint Stipulation incorporated therein. The Parties further agree that, consistent with the Joint Stipulation, such interim deaveraged UNE rates will not be subject to retroactive true-up once the FPSC establishes permanent deaveraged UNE rates in Docket No. 990649-TP.

8. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

9. This Agreement shall be solely governed by and interpreted under applicable federal law and Florida law, without regard for any choice of law principles in Florida law.

10. This Agreement may be signed in counterparts and may be transmitted by facsimile.

**IN WITNESS WHEREOF**, each Party has executed this Agreement and it shall be effective upon the date of execution by both Parties.

GTE FLORIDA  
INCORPORATED

AT&T COMMUNICATIONS OF  
THE SOUTHERN STATES, INC.

By: Connie Nicholas

By: Michael F. Hydock

Name: Connie Nicholas

Name: Michael F. Hydock

Title: AVP Wholesale Markets -  
Interconnection

Title: District Manager, ICA Contract  
Negotiations

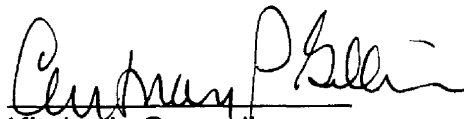
APPROVED BY LEGAL DEPT.	
<u>TOP</u>	<u>10/24/00</u>
ATTORNEY	DATE

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Section 252(i) Adoption of the Terms of the Interim Interconnection Agreement Between AT&T Communications of the Southern States, Inc. and Verizon Florida Inc. by Comm South Companies Inc. d/b/a Florida Comm South was sent via overnight delivery(\*) on June 5, 2002 and U.S. mail(\*\*) on June 6, 2002 to:

Staff Counsel(\*)  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Comm South Companies Inc.(\*\*)  
d/b/a Florida Comm South  
Attention: Roy Harsila  
6830 Walling Lane  
Dallas, TX 75231

  
for Kimberly Caswell