

ORIGINAL

WILMER, CUTLER & PICKERING

2445 M STREET, N.W.  
WASHINGTON, DC 20037-1420

TELEPHONE +1 (202) 663 6000  
FACSIMILE +1 (202) 663 6363  
WWW.WILMER.COM

CATHERINE KANE RONIS  
(202) 663-6380  
CATHERINE.RONIS@WILMER.COM

399 PARK AVENUE  
NEW YORK, NY 10022-4697  
TELEPHONE +1 (212) 230 8800  
FACSIMILE +1 (212) 230 8888

100 LIGHT STREET  
BALTIMORE, MD 21202-1036  
TELEPHONE +1 (410) 986 2800  
FACSIMILE +1 (410) 986 2828

1600 TYSONS BOULEVARD  
10TH FLOOR  
TYSONS CORNER, VA 22102-4859  
TELEPHONE +1 (703) 251 9700  
FACSIMILE +1 (703) 251 9797

4 CARLTON GARDENS  
LONDON SW1Y5AA, ENGLAND  
TELEPHONE +44 (0) 20 7872 1000  
FACSIMILE +44 (0) 20 7839 3537

RUE DE LA LOI 15 WETSTRAAT  
B-1040 BRUSSELS, BELGIUM  
TELEPHONE +32 (0) 2 285 49 00  
FACSIMILE +32 (0) 2 285 49 49

FRIEDRICHSTRASSE 95  
D-10117 BERLIN, GERMANY  
TELEPHONE +49 (30) 20 22 6400  
FACSIMILE +49 (30) 20 22 6500

June 27, 2003

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket Nos. 981834-TP and 990321-TP (Generic Collocation)

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of Verizon Florida Inc.'s Prehearing Statement for filing in the above matter. A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*for*   
Catherine Kane Ronis

cc: All Parties of Record  
Charles Schubart

RECEIVED-FPSC  
03 JUN 30 AM 9:01  
COMMISSION CLERK

RECEIVED & FILED  
*IR*  
FPSC-BUREAU OF RECORDS

AUS  
CAF  
CMP  
COM S  
CTR  
ECR  
GCL  
OPC  
MMS  
SEC T  
OTH

DISTRIBUTION CENTER  
03 JUN 30 AM 9:50

DOCUMENT NUMBER-DATE  
05778 JUN 30 8  
FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**  
**Docket No. 981834-TP and 990321-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail this 30th day of June, 2003 (with service via First Class U.S. Mail or Facsimile to follow) to the following:

Beth Keating, Staff Counsel  
C. Lee Fordham, Staff Counsel  
Adam Teitzman, Staff Counsel  
Andrew Maurey; Betty Gardner  
Cheryl Bulecza-Banks  
David Dowds  
Jackie Schindler  
Jason-Earl Brown  
Laura King; Bob Casey  
Pat Lee; Stephanie Cater  
Paul Vickery  
Pete Lester; Zoryana Ring  
Sally Simmons  
Shevie Brown  
Todd Brown  
Victor Mckay  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6212  
Fax. No. (850) 413-6250  
bkeating@psc.state.fl.us  
cfordham@psc.state.fl.us  
ateitzma@psc.state.fl.us  
amaurey@psc.state.fl.us  
bgardner@psc.state.fl.us  
cbulecza@psc.state.fl.us  
david.dowds@psc.state.fl.us  
jschindl @psc.state.fl.us  
jebrown@psc.state.fl.us  
lking@psc.state.fl.us; bcasey@psc.state.fl.us  
plee@psc.state.fl.us; scater@psc.state.fl.us  
pvickery@psc.state.fl.us  
plester@psc.state.fl.us; zring@psc.state.fl.us  
sasimmon@psc.state.fl.us  
sbbrown@psc.state.fl.us  
tbrown@psc.state.fl.us  
vmckay@psc.state.fl.us

Terry Monroe  
Vice President, State Affairs  
Competitive Telecomm. Assoc.  
1900 M Street, N.W. Suite 800  
Washington, D.C. 20036  
Tel. No. (202) 296-6650  
Fax. No. (202) 296-7585  
tmonroe@comptel.org

Marilyn H. Ash  
MGC Communications, Inc.  
3301 North Buffalo Drive  
Las Vegas, Nevada 89129  
Tel. No. (702) 310-8461  
Fax. No. (702) 310-5689  
mash@mgccom.com

J. Phillip Carver  
Senior Attorney  
Nancy Sims Nancy  
White Stan Greer  
BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
Tel. No. (404) 335-0710  
J.Carver@bellsouth.com  
nancy.sims@bellsouth.com  
nancy.white@bellsouth.com  
stan.greer@bellsouth.com

Peter M. Dunbar, Esq. Pennington,  
Moore, Wilkinson & Dunbar, P.A.  
Post Office Box 10095 Tallahassee,  
Florida 32302  
Tel. No. (850) 222-3533  
Fax. No. (850) 222-2126  
pete@penningtonlawfirm.com

Jonathan Audu  
Paul Turner  
Supra Telecommunications  
& Information Systems, Inc.  
2620 S.W. 27th Avenue  
Miami, FL 33133  
Tel. No. (305) 531-5286  
Fax. No. (305) 476-4282  
jonathan.audu@stis.com  
pturner@stis.com

Florida Digital Network, Inc.  
Matthew Feil, Esq.  
390 North Orange Avenue  
Suite 2000  
Orlando, FL 32801  
Tel. No. (407) 835-0460  
Fax. No. (407) 835-0309  
mfeil@floridadigital.net

Rodney L. Joyce  
Shook, Hardy & Bacon, L.L.P.  
600 14th Street, N.W.  
Suite 800  
Washington, DC 20005-2004  
Tel. No. (202) 639-5602  
Fax. No. (202) 783-4211  
Counsel for Network Access Solutions  
rjoyce@shb.com

Michael A. Gross  
VP Reg. Affairs & Reg. Counsel  
Florida Cable Telecomm. Assoc.  
246 East 6th Avenue, Suite 100  
Tallahassee, FL 32303  
Tel. No. (850) 681-1990  
Fax. No. (850) 681-9676  
mgross@fcta.com

TCG South Florida  
c/o Rutledge Law Firm  
Kenneth Hoffman  
P.O. Box 551  
Tallahassee, FL 32302-0551  
Tel. No. (850) 681-6788  
Fax. No. (850) 681-6515  
ken@reuphlaw.com

Laura L. Gallagher  
Laura L. Gallagher, P.A.  
101 E. College Avenue Suite 302  
Tallahassee, FL 32301  
Tel. No. (850) 224-2211  
Fax. No. (850) 561-3611  
Represents MediaOne  
gallagherl@gtlaw.com

Susan S. Masterton  
Charles J. Rehwinkel  
Sprint Comm. Co. LLP  
P.O. Box 2214  
MC: FLTLHOO107  
Tallahassee, FL 32316-2214  
Tel. No. (850) 847-0244  
Fax. No. (850) 878-0777  
susan.masterton@mail.sprint.com

Sprint-Florida, Incorporated  
Mr. F. B. (Ben) Poag  
P.O. Box 2214 (MC FLTLHOO107)  
Tallahassee, FL 32316-2214  
Tel: 850-599-1027  
Fax: 407-814-5700  
Ben.Poag@mail.sprint.com

William H. Weber, Senior Counsel  
Gene Watkins  
Covad Communications  
1230 Peachtree Street, N.E.  
19th Floor  
Atlanta, Georgia 30309  
Tel. No. (404) 942-3494  
Fax. No. (404) 942-3495  
wweber@covad.com  
gwatkins@covad.com

Bettye Willis  
ALLTEL Comm. Svcs. Inc.  
One Allied Drive  
Little Rock, AR 72203-2177  
bettye.j.willis@alltel.com

J. Jeffry Wahlen  
Ausley & McMullen  
P.O. Box 391  
Tallahassee, FL 32302  
jwahlen@ausley.com

Network Access Solutions Corp.  
Mr. Don Sussman  
Three Dulles Tech Center  
13650 Dulles Technology Drive  
Herndon, VA 20171-4602  
Tel. No.: (703) 793-5102  
Fax. No. (208) 445-7278  
dsussman@nas-corp.com

Ms. Nanette S. Edwards  
4092 South Memorial Parkway  
Huntsville, AL 35802-4343  
Tel. No. (256) 382-3856  
Fax. No. (256) 382-3936  
nedwards@itcdeltacom.com

Ms. Lisa A. Riley  
Michael Henry  
Roger Fredrickson  
1200 Peachtree Street, N.E.  
Suite 8066  
Atlanta, GA 30309-3523  
Tel. No. (404) 810-7812  
Fax. No. (404) 877-7646  
lisariley@att.com  
michaeljhenry@att.com  
rfredrickson@att.com

Tracy Hatch  
AT&T  
101 North Monroe Street, Suite 700  
Tallahassee, FL 32301-1549  
Tel. No. (850) 425-6360  
thatch@att.com

FPTA, Inc.  
David Tobin Tobin & Reyes  
7251 West Palmetto Park Road  
#205  
Boca Raton, FL 33433-3487  
Tel. No. (561) 620-0656  
Fax. No. (561) 620-0657  
dst@tobinreyes.com

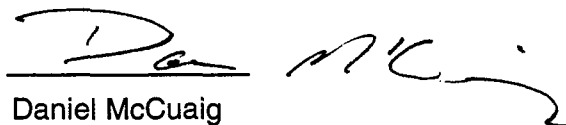
John McLaughlin  
KMC Telecom. Inc.  
Mr. John D. McLaughlin, Jr.  
1755 North Brown Road  
Lawrenceville, GA 30043  
Tel. No. (678) 985-6261  
Fax. No. (678) 985-6213  
jmclau@kmctelecom.com

Joseph A. McGlothlin  
Vicki Gordon Kaufman  
Tim Perry  
McWhirter, Reeves, McGlothlin,  
Davidson, Decker, Kaufman, Arnold,  
& Steen, P.A.  
117 South Gadsden Street  
Tallahassee, FL 32301  
Tel. No. (850) 222-2525  
Fax. No. (850) 222-5606  
Attys. for FCCA  
Atty. for Network Telephone Corp.  
Atty. for BlueStar  
jmcglothlin@mac-law.com  
vkaufman@mac-law.com  
tperry@mac-law.com

Andrew Isar  
Telecomm. Resellers Assoc.  
7901 Skansie Avenue  
Suite 240  
Gig Harbor, WA 98335  
Tel. No. (253) 851-6700  
Fax. No. (253) 851-6474  
aisar@millerisar.com

Floyd R. Self, Esq.  
Messer, Caparello & Self, P.A.  
Post Office Box 1876  
Tallahassee, FL 32302-1876  
Tel. No. (850) 222-0720  
Fax. No. (850) 224-4359  
Represents AT&T  
Represents ITCADeltaCom  
fself@lawfla.com

Richard D. Melson  
Hopping Green Sams & Smith, P.A.  
Post Office 6526  
123 South Calhoun Street  
Tallahassee, FL 32314  
Tel. No. (850) 222-7500  
Fax. No. (850) 224-8551  
Atty. For ACI  
rmelson@hgslaw.com

  
Daniel McCuaig

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Competitive )  
Carriers for Commission Action ) Docket No. 981834-TP  
To Support Local Competition )  
In Verizon FL's Service Territory )

In re: Petition of ACI Corp. d/b/a )  
Accelerated Connections, Inc. for ) Docket No. 990321-TP  
Generic Investigation into Terms and )  
Conditions of Physical Collocation )  
\_\_\_\_\_ ) Filed: June 30, 2003

**VERIZON FLORIDA INC.'S PREHEARING STATEMENT ON ISSUES 1-8**

Verizon Florida Inc. ("Verizon") files this prehearing statement in accordance with Order No. PSC-02-1513-PCO-TP in this docket and Florida Public Service Commission ("Commission") Rule 25-22.038.<sup>1/</sup>

**A. Witnesses**

Verizon's witnesses for this proceeding and the issues to which they will testify are as follows:

1. Charles Bailey: Issues 1-8.

**B. Exhibits**

Verizon will introduce the following exhibits:

1. Direct Testimony of John Reis on behalf of Verizon Florida, Inc, filed December 19, 2002, and attached Exhibit No. JR-1.

---

<sup>1/</sup> Verizon will address Issues 9 and 10 (involving cost-related issues) in a subsequent Prehearing Statement, to be filed on October 6, 2003.

2. Rebuttal Testimony of John Reis on behalf of Verizon Florida, Inc, filed January 21, 2003.

Verizon reserves the right to introduce additional exhibits at the hearing or other appropriate points.

### **C. Verizon's Basic Position**

The purpose of this portion of this proceeding is to determine the appropriate terms and conditions that should govern the provision of collocation in Florida. Verizon's intrastate collocation tariff, which reflects the Company's longstanding experience with both interstate and intrastate collocation arrangements, has been in effect for approximately three years. Indeed, Verizon has provisioned over 250 collocation arrangements in Florida. Verizon has submitted extensive direct and rebuttal testimony and related exhibits and documentation supporting its collocation tariff and demonstrating why the opposing parties' criticisms of that tariff are meritless.

The Commission should therefore adopt the terms and conditions set forth in Verizon's intrastate collocation tariff.

### **D. - F. Verizon's Specific Positions**

The issues identified for resolution in this case are mixed questions of fact, law and policy.

**Issue 1A:**     **When should an ALEC be required to remit payment for non-recurring charges for collocation space?**

**Verizon's Position:** Once Verizon has confirmed that it will be able to satisfy an ALEC's collocation request, the ALEC should be required to remit payment of 50 percent of the non-recurring charges associated with the proposed collocation arrangement. Having the ALEC pay

a portion of the nonrecurring charges up front ensures that the ALEC is committed to proceed with the requested collocation, and covers a portion of Verizon's upfront costs to prepare the space for collocation. The ALEC should be required to remit the remaining fifty percent of the non-recurring charges at the time the collocation space is turned over to the ALEC.

**Issues 1B: When should billing of monthly recurring charges begin?**

**Verizon's Position:** Billing of monthly recurring charges should begin in the next billing cycle after the collocation space is turned over to the ALEC.

**Issue 1C: What cancellation charges should apply if an ALEC cancels its request for collocation space?**

**Verizon Position:** Verizon does not assess "cancellation charges" when an ALEC cancels a collocation request. Rather, depending on when the ALEC cancels its request, Verizon bills the ALEC for the costs Verizon has incurred in responding to the ALEC's collocation request. If the ALEC cancels its request when construction is in progress and prior to the ALEC's acceptance of the collocation space, Verizon retains the engineering and space augmentation fees submitted with the collocation application and assesses any other non-recurring charges necessary to cover Verizon's costs incurred on the project. As Verizon clarified in rebuttal testimony in response to concerns raised by AT&T, with respect to the space augmentation charge, Verizon will reimburse the ALEC for the portion of the 50 percent deposit that has not been used by Verizon, but Verizon should be entitled to keep that portion of the deposit that is necessary to cover the expenses Verizon has in fact incurred in responding to the ALEC's request. If the ALEC cancels the request after the collocation arrangement has been completed, Verizon also will assess the



applicable monthly recurring charges, unless the ALEC has provided written notice of cancellation 30 days prior to the scheduled completion date.

**Issue 2A: Should an ALEC be required to justify its space reservation needs to the ILEC when an ILEC is forced to consider a building addition to accommodate future space requirements?**

**Verizon's Position:** An ILEC should not be required to consider a building addition to accommodate existing collocation requests or future demand. When an ALEC has reserved collocation space in a central office that is at or near space exhaustion, and another party (either another ALEC or the ILEC) also requests space, the ALEC should be required to justify the space reservation by showing (1) how it intends to use the space, and (2) when it intends to begin using it. This showing is similar to the one Verizon must make under its intrastate collocation tariff (*see* section 19.5.1) when it requests a waiver of collocation requirements due to space exhaustion. Requiring ALECs to make such a showing will help to ensure the efficient use of the limited space available. No party appears to have challenged this requirement.

**Issue 2B: Under what conditions should an ILEC be allowed to reclaim unused collocation space?**

**Verizon's Position:** Under Verizon's intrastate collocation tariff, the ALEC must begin installing collocation equipment (*e.g.*, equipment necessary for interconnection or access to unbundled network elements) within a reasonable period of time, not to exceed six months, from the date the ALEC accepts the collocation arrangement. Verizon may reclaim any space that is not being utilized within this time. These practices should remain in effect because they (1) help to ensure the timely and efficient use of the limited space available and (2) prevent ALECs from warehousing space to keep other competitors out of the market -- two beneficial outcomes that

the Commission emphasized in its May 2000 Collocation Order, Order No. PSC-00-0941-FOF-TP, at pages 54-55. The parties appear to be in general agreement on this issue, although AT&T believes that ALECs should be given eighteen months, as opposed to six months, to begin installing collocation equipment.

**Issue 2C: What obligations, if any, should be placed on the ALEC that contracted for the space?**

**Verizon's Position:** The obligations that should be placed on the ALEC are set forth in Verizon's intrastate tariff. Verizon's tariff requires that an ALEC begin to use its space within six months. It also provides that if there is not enough space to satisfy existing collocation requests, an ALEC may not house obsolete or unused equipment within its space and must document its plans for use of reserved space. These same obligations apply to Verizon in situations where space is exhausted. *See Verizon Collocation Tariff § 19.5.1.* These requirements are necessary to ensure the most efficient use of available space. No party has challenged these basic obligations.

**Issue 2D: What obligations, if any, should be placed on the ILEC?**

**Verizon's Position:** The obligations that should be placed on the ILEC are also set forth in Verizon's intrastate tariff. The tariff provides that Verizon must justify and document its existing use of space and its future needs for space before it may receive a waiver of collocation requirements at any particular site. *See Verizon Collocation Tariff § 19.5.1.* No party appears to have opposed these requirements.

**Issue 3:      Should an ALEC have the option to transfer accepted collocation space to another ALEC? If so, what are the responsibilities of the ILEC and ALECs?**

**Verizon's Position:** Although an ALEC should be permitted to sublease its collocation space to another party (pursuant to section 19.2.3 of Verizon's intrastate tariff), it should not be permitted to transfer the entire space to another ALEC once the contracting ALEC decides to vacate it.

Verizon is responsible for the management and operation of its central offices, including collocation space, and a transfer of space to a third party without Verizon's input or knowledge would undermine Verizon's ability to control and maintain its premises.

In addition, requiring Verizon to permit ALECs to transfer space to each other would be directly contrary to the Commission's November 2000 ruling on post-waiver space availability, which allows ILECs to receive FCC waivers of physical collocation requirements where space is exhausted. Under the Commission's Order, ILECs must maintain waiting lists of ALECs that have been denied physical collocation for lack of space in a particular office. (See November 2000 Collocation Order at 20-21). Under this system, ALEC requests for space must be addressed in the order those requests are received, so that if space later becomes available, the first ALEC application received must be given the first opportunity to take the space. Allowing an ALEC to transfer space directly to another ALEC would circumvent the Commission's mandatory waiting list procedure, because the ALEC could transfer the newly available space to any other ALEC, regardless of its position on the ILEC's waiting list. For example, the ALEC could simply give the space to the highest bidder or use any other criterion it wished to allocate the space. This is exactly the kind of arbitrary and unfair result the Commission sought to prevent in its November 2000 Collocation Order. If the Commission considers allowing direct ALEC-to-ALEC transfers of space, it will necessarily have to change its post-waiver space allocation policies.

**Issue 4: Should the ILEC be required to provide copper entrance facilities within the context of a collocation inside the central office?**

**Verizon's Position:** No. ALECs should be permitted to bring fiber optic facilities into the ILEC's premises, but ILECs should not be forced to provide copper facilities to an ALEC. Copper facilities take up significantly more space within the ILEC manhole and conduit system than fiber facilities, and copper facilities cannot handle the same traffic volumes or bandwidth over a single fiber pair. Moreover, increasing conduit space to accommodate additional copper cable is a labor-intensive and costly exercise.<sup>2/</sup>

In addition, copper entrance facilities, especially when maintained by ALECs without supervision by Verizon, present an increased safety risk. Copper cables are highly conductive and can convey foreign current and voltages into and through the central office. Fiber optic cables, in contrast, are non-conductive and therefore minimize the risks of electrocution, fire, and equipment failures.

**Issue 5: Should an ILEC be required to offer, at a minimum, power in standardized increments? If so, what should the standardized power increments be?**

**Verizon's Position:** Verizon does not oppose allowing ALECs to order power in standardized increments, as long as ALECs order and maintain a specified minimum amperage. Verizon currently offers DC Power in per-amp increments, but requires a minimum of ten (10) amps for each ALEC arrangement. Ten amps is a reasonable minimum because a functioning collocation arrangement will require at least 10 amps of power. Moreover, the ten amp minimum requirement is necessary for Verizon to recover its costs. First, power is not provisioned or

---

<sup>2/</sup> The sections of Verizon's intrastate tariff relating to this issue are 19.4.3.D and 19.4.3.E.

grown at a single amp increment. Second, power rates must cover not only the costs specific to the particular arrangement (such as extending cabling from Verizon's power plant to a battery distribution fuse bay (BDFB); provisioning fusing; and extending cable to the collocation arrangement), but also the ongoing costs of maintaining and investing in power plant infrastructure adequate to satisfy collocators' needs. In sum, the minimum amperage requirement is consistent with the bulk nature of the costs of provisioning power, and it minimizes the threat of stranded investment.

**Issue 6A:**     **Should an ILEC's per ampere (amp) rate for the provisioning of DC power to an ALEC's collocation space apply to amps used for fused capacity?**

**Verizon's Position:** As set forth in Verizon's tariff, *see* section 19.4.2.C, the ILEC's per-amp rate should be based on what the ALEC orders. When an ALEC orders power, the ALEC must specify the load and the fused capacity (how much of a power spike the fuses should accommodate). Verizon charges for power on a per-load-amp basis, rather than charging for the total fused amps or a used amount. Because Verizon fuses each power feed based on the ALEC's application, if an ALEC abuses this pricing structure and consistently draws more power than it requested, Verizon should continue to have the ability to audit power usage and impose penalties for any abuses.<sup>3/</sup>

**Issue 6B:**     **If power is charged on a per-amp-used basis or on a fused capacity basis, how should the charge be calculated and applied?**

---

<sup>3/</sup> As Verizon explains in its Motion to Strike the testimony of Messrs. Turner and King, filed on June 25, 2003, AT&T has recently changed its position on this issue. In Mr. King's initial testimony, he agreed with Verizon's method of billing for DC power. For the reasons explained in Verizon's motion to strike, Verizon is not addressing AT&T's new proposal in this Prehearing Statement.

**Verizon's Position:** As far as Verizon is concerned, the monthly recurring charge for DC Power should be calculated on a per-load-amp (as opposed to per-fused-amp) basis and should recover the following cost components: (1) investment in installed power plant infrastructure; (2) labor and material to extend cabling from power plant to Battery Distribution Fuse Bay (BDFB); (3) fuses and fuse panels on the BDFB; and (4) an allocated utility cost. The per-amp charge should be applied for each load amp ordered by the ALEC.

**Issue 6C:** When should an ILEC be allowed to begin billing an ALEC for power?

**Verizon's Position:** An ILEC should be permitted to begin billing the monthly recurring charges once the ALEC accepts the collocation space.

**Issue 7:** Should an ALEC have the option of an AC power feed to its collocation space?

**Verizon's Position:** No. Telecommunications equipment requires DC power, so the AC power from the electric utility must be converted into DC power to run the equipment. Although the ALEC may request additional AC power outlets to its collocation arrangement to operate various testing equipment or accommodate similar activities, the ALEC should not be permitted to request AC power feeds so that it can convert AC power to DC power within its collocation space.

**Issue 8:** What are the responsibilities of the ILEC, if any, when an ALEC requests collocation space at a remote terminal where space is not available or space is nearing exhaustion?

**Verizon's Position:** The ILEC should not be required to construct additional space at a remote terminal to satisfy a collocation request. If there is no available space within the remote

terminal, the ALEC should explore an adjacent solution, such as placing its own remote terminal adjacent to Verizon's terminal and establishing a network interface. This is the same procedure used to obtain collocation space at a central office.

### **G. Stipulated Issues**

None at this time.

### **H. Pending Motions and Other Matters**

At present, there are two motions pending in this proceeding:

1. Joint Motion of Verizon Florida Inc. and Sprint-Florida, Incorporated To Strike the Revised Rebuttal Testimony of Steven E. Turner and the Surrebuttal Testimony of Jeffrey A. King, filed June 25, 2003.
2. Verizon Florida Inc.'s Motion To Compel Discovery, filed June 27, 2003

### **I. Pending Requests for Confidentiality**

Verizon believes that the following requests for confidential classifications remain pending at this time:

1. Verizon Florida, Inc.'s Response to AT&T's First Set of Interrogatories, filed January 16, 2003.
2. Verizon Florida, Inc.'s Response to AT&T's First Request for Production of Documents, filed January 16, 2003.
3. Exhibit BKE-1 to the Direct Testimony of Verizon Florida, Inc. witness Barbara K. Ellis (Verizon Expanded Interconnection Services-Summary and Development of Costs and Rates), filed February 4, 2003.
4. Exhibit BKE-2 to Direct Testimony of Verizon Florida, Inc. witness Barbara K. Ellis (Dedicated Transit Service Wholesale Non-Recurring Study), filed February 4, 2003.
5. Response of Verizon Florida, Inc. to Staff's Second Set of Interrogatories (Nos. 42, 43(c)) and, filed March 21, 2003.

6. Response of Verizon Florida, Inc. to Staff's Second Request for Production of Documents (Nos. 4, 5c, 5d, 6, 8a, 12a, 13, 16), filed March 21, 2003.
7. Response of Verizon Florida, Inc. to Staff's Third Request for Production of Documents (Nos. 21, 22, 23, 35), filed March 31, 2003.
8. Response of Verizon Florida, Inc. to Staff's Fourth Request for Production of Documents (Nos. 38a, 41, 41a(1)-(12), 44), filed April 10, 2003.
9. Response of Verizon Florida, Inc. to Staff's Fifth Set of Interrogatories (No. 72) and Fifth Request for Production of Documents (Nos. 47, 54), filed April 22, 2003.
10. Supplemental Response of Verizon Florida, Inc. to Staff's Second Request for Production of Documents (Nos. 17, 18), filed April 22, 2003.
11. Response of Verizon Florida, Inc. to Staff's Sixth Set of Interrogatories (Nos. 98, 99), filed May 19, 2003.
12. Response of Verizon Florida, Inc. to Staff's Seventh Request for Production of Documents (POD No. 74), filed May 27, 2003.
13. Response of Verizon Florida, Inc. to Staff's Eighth Set of Interrogatories (No. 165) and Eighth Request for Production of Documents (Nos. 75, 85) filed June 18, 2003.

**J. Requirements Set Forth in the Commission's Order  
in this Docket that Cannot Be Complied with at this Time**

Verizon is unaware of any requirements set forth in the Commission's Order in this proceeding that cannot be complied with at this time.

**K. Decisions or Pending Decisions by the FCC or any Court  
that May Preempt or Impact the Commission's Ability To Resolve  
the Issues Presented or Relief Requested in this Matter**

With the exception of the FCC's Report and Order and Further Notice of Proposed Rulemaking adopted on February 20, 2003, *see* Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition



Provisions of the Telecommunications Act of 1996; and Deployment of Wireline Services Offering Advanced Telecommunications Capability, *Report and Order and Further Notice of Proposed Rulemaking*, CC Docket Nos. 01-338, 96-98, and 98-147, Verizon is unaware of any decisions or pending decisions by the FCC or any Court that may preempt or impact the Commission's ability to resolve the issues presented or relief requested in this matter.

**L. Objections to Witness Qualifications as an Expert**

Verizon has no objections to any witness's qualifications as an expert at this time. Verizon reserves its right to supplement this statement once the Commission rules on Verizon's June 25, 2003 Motion To Strike the testimony of Messrs. Turner and King.

Respectfully submitted on June 30, 2003.

By:

  
for

Catherine Kane Ronis  
Wilmer, Cutler & Pickering  
2445 M Street, NW  
Washington, DC 20037-1420  
Telephone: 202-663-6000  
Fax: 202-663-6363

Richard A. Chapkis  
Verizon Florida Inc.  
One Tampa City Center  
201 North Franklin Street  
Post Office Box 110, MC FLTC0007  
Tampa, FL 33601-0110  
Telephone: 813-483-2606  
Fax: 813-204-8870

• Attorneys for Verizon Florida Inc