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July 31, 2003

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030137-TP

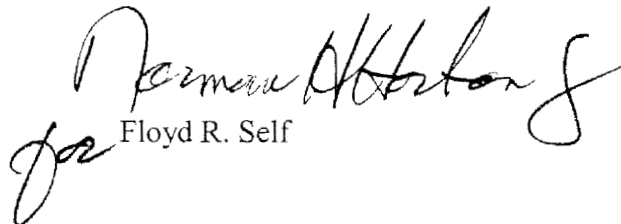
Dear Ms. Bayó:

Enclosed for filing on behalf of ITC^DeltaCom Communications, Inc. are an original and fifteen copies of ITC^DeltaCom Communications, Inc.'s Prehearing Statement in the above referenced docket. Also enclosed is a 3 1/2" diskette with the document on it in Microsoft Word 97/2000.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,


Floyd R. Self

FRS/amb
Enclosures

cc: Nanette Edwards, Esq.
Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of
unresolved issues in negotiation of
interconnection agreement with
BellSouth Telecommunications, Inc. by
ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom.

Docket No. 030137-TP

Dated: July 31, 2003

PREHEARING STATEMENT OF ITC^DELTA COM COMMUNICATIONS, INC.

ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom (hereinafter
"DeltaCom"), pursuant to Order No. PSC-03-0534-PCO-TP, issued April 23, 2003, hereby
submits its prehearing statement in the above captioned matter.

A. APPEARANCES

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David I. Adelman, Esq.
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999 Peachtree Street, NE
Atlanta, Georgia 30309

Attorneys for ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom

B. WITNESSES

<u>Witness</u>	<u>Issues</u>
Jerry Watts (Direct and Rebuttal)	1, 11(a), 26, 45, 58, 59, 60, 62, 63
Steve Brownworth (Direct and Rebuttal)	8(a), 11(b), 20(b), 21, 36, 37, 44, 46, 47, 57
Mary Conquest (Direct and Rebuttal)	2, 9, 25, 64, 66, 67
Don J. Wood (Direct and Rebuttal)	56

C. EXHIBITS

<u>Witness</u>	<u>I.D.No.</u>	<u>Description</u>
Jerry Watts	JW-1	Correspondence, re: DUF (CONFIDENTIAL)
Jerry Watts	JW-2	BellSouth Carrier Notice Letter
Jerry Watts	JW-3	Backbilling Spreadsheet (CONFIDENTIAL)
Jerry Watts	JW-4	McEachern Affidavit, E-mail
Steve Brownworth	SB-1	Current Agreement, re: Local Calling Area
Steve Brownworth	SB-2	NewSouth/BellSouth Agreement, re: Local Traffic
Steve Brownworth	SB-3	First Agreement, re: Local Traffic
Steve Brownworth	SB-4	AT&T/BellSouth Agreement, re: Operator Services
Steve Brownworth	SB-5	BellSouth Response to Alabama Interrogatory 73
Steve Brownworth	SB-6	BellSouth Witness Thierry Testimony in Alabama
Steve Brownworth	SB-7	E-mail to Van Cooper of BellSouth
Steve Brownworth	SB-8	AT&T/BellSouth Agreement, re: SPOI
Steve Brownworth	SB-9	Cbeyond/BST Agreement, re: UNE/Special Access
Steve Brownworth	SB-10	AT&T/BST Agreement, re: Conversions

Steve Brownworth	SB-11	BellSouth Response to Alabama Interrogatory 73
Steve Brownworth	SB-12	BellSouth E-mail, re: Reverse Collocation
Steve Brownworth	SB-13	BellSouth Letter, re: Special Access Conversions
Mary Conquest	MC-1	State Commission Decisions, re: DSL Issue
Mary Conquest	MC-2	BellSouth Letter to DeltaCom, re: DSL Issue
Mary Conquest	MC-3	(inadvertently skipped)
Mary Conquest	MC-4	BST Carrier Notification, re: Directory Listing
Mary Conquest	MC-5	BellSouth Testing Meeting Minutes, 5/9/02
Mary Conquest	MC-6	BellSouth Notification, re: Test Ability
Mary Conquest	MC-7	BellSouth Notification, re: 12/27/02 Extension
Don J. Wood	DJW-1	Vita of Don J. Wood
Don J. Wood	DJW-2	AT&T Contract Language
Don J. Wood	DJW-3	Cost Summary (CONFIDENTIAL)

DeltaCom reserves the right to introduce exhibits, if necessary, as may be required by cross examination, later filed testimony, completion of discovery, or new issues identified at the prehearing conference.

D. BASIC POSITION

ITC^DeltaCom and BellSouth diligently negotiated in good faith for several months, trying to arrive at a new interconnection agreement. Unable to reach resolution on approximately 71 open issues, ITC^DeltaCom filed its Petition for Arbitration with this Commission on February 7, 2003. The parties have continued to negotiate with each other and have narrowed the number of open issues as of the date of this filing to approximately 25. The

issues that remain directly impact ITC^DeltaCom's ability to serve its retail customers in Florida and compete with other telecommunications providers.

ITC^DeltaCom finds itself in a situation where it must reach agreement with its largest wholesale supplier regarding the provision of services, where that same wholesale supplier is also ITC^DeltaCom's largest competitor in the retail market. Due to BellSouth's inherent conflict of interest, ITC^DeltaCom has been unable to get BellSouth to agree to provisions of the interconnection agreement that under normal business circumstances would be non-controversial. As Mr. Watts has testified, ITC^DeltaCom seeks relief with regard to three basic principles.

Parity. ITC^DeltaCom seeks parity in the provision of wholesale services by BellSouth so that it can receive such services on an equivalent basis to that which BellSouth provides itself. This concept of parity is inherent in the Federal Telecommunications Act of 1996 ("Act") and comes from the Act's requirement that incumbent local exchange carriers ("ILECs") provide access to UNEs on "terms and conditions that are just, reasonable, and nondiscriminatory." 47 U.S.C. § 251(c)(3). The FCC explained in ¶ 315 of the *First Local Competition Order* that this requirement means at a minimum that "whatever those terms and conditions are, they must be offered equally to all requesting carriers, and where applicable, they must be equal to the terms and conditions under which the incumbent LEC provisions such elements to itself." Enforcing a parity standard is a necessary step in ensuring that BellSouth cannot discriminate unfairly against its retail competitors like ITC^DeltaCom.

Non-Discrimination. There are issues for which BellSouth seeks to impose disparate requirements or limitations on ITC^DeltaCom that are not placed on other wholesale

customers of BellSouth. The Commission should not allow BellSouth to discriminate among wholesale suppliers.

Reciprocity and Continuity. To establish and maintain a mutually beneficial business relationship, ITC^DeltaCom and BellSouth must operate under an interconnection agreement that creates reciprocal obligations between the two parties where appropriate and where the parties are similarly situated. Deposit policies are but one example of the need for the application of these principles. ITC^DeltaCom also supports the principle of continuity, contrary to BellSouth's many attempts to change existing terms and conditions from the current interconnection agreement in such a manner that will negatively impact ITC^DeltaCom's ability to compete and provide valuable services to Florida consumers.

In summary, ITC^DeltaCom asks this Commission to apply the principles of parity, non-discrimination, and reciprocity and continuity to resolve the remaining outstanding issues. In doing so, the Commission can ensure that ITC^DeltaCom is fairly treated and that BellSouth is not allowed to use its inherent market power on the wholesale side of the business to frustrate fair competition on the retail side. The result will be a win for Florida consumers.

E. ISSUES OF FACT, LAW, AND POLICY AND DELTACOM POSITIONS

ISSUE A: What is the Commission's jurisdiction in this matter?

DELTACOM POSITION: The Commission has jurisdiction pursuant to Section 252 of the Act to resolve the open issues remaining between the parties.

ISSUE 1: Term of the Agreement

a) Should the new interconnection agreement provide that the parties continue to operate under that Agreement or under BellSouth's Standard Interconnection Agreement pending the determination of the Commission's ruling in any future arbitration?

DELTACOM POSITION: Yes, as it is with the current agreement. The parties should continue under the existing agreement pending any arbitration decision. It would be a significant hardship for DeltaCom to default to BellSouth's standard contract and then move back to the new agreement than for BellSouth to simply continue under the existing agreement.

b) What should be the length of the term of the agreement resulting from this arbitration?

DELTACOM POSITION: Five years. Three years is too short. The parties executed the last agreements in early 2002 and turned around a month or two later to start negotiations for a new agreement. A longer contract period will result in cost savings and efficiency for both parties and for the Commission.

ISSUE 2: Directory Listings

a) Should BellSouth provide DeltaCom, for the term of this Agreement, the same directory listing language found in the BellSouth/AT&T Interconnection Agreement?

DELTACOM POSITION: Yes. DeltaCom should have access to its end user customer listings in a reasonable time prior to publication in the BellSouth Directory. BellSouth sends the listings to BAPCO and DeltaCom should be able to verify that they have been accurately submitted.

b) Should BellSouth be required to provide an electronic feed of the directory listings of DeltaCom customers?

DELTACOM POSITION: Yes. ALECs' listings are commingled with BellSouth listings, but distinguished by the OCN. These should be extracted prior to book print for review. An electronic comparison of what was submitted versus what is being printed is in the best interest of both parties and will reduce customer dissatisfaction and confusion.

c) Should DeltaCom have the right to review and edit its customers' directory listings?

DELTACOM POSITION: Yes. Since DeltaCom is blind to the actions between BellSouth and BAPCO, and bears the financial responsibility to its end user, DeltaCom must be able to validate the accuracy of the listings.

d) (CLOSED)

ISSUE 3: Advance Notice of Changes to Resold Offerings (CLOSED)

ISSUE 4: Tax Liability (CLOSED)

ISSUE 5: Access to Pending Order Information and Status of Order Information (CLOSED)

ISSUE 6: Facility Check Information (CLOSED)

ISSUE 7: Addition of Call Forwarding (CLOSED)

ISSUE 8: Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology

a) Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? If so, under what rates, terms and conditions should it be provided?

DELTACOM POSITION: Yes. BellSouth should be required to provide loops using IDLC technology in a manner that allows DeltaCom to provide the same quality of service to the customer as that provided by BellSouth. Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary.

b) (CLOSED)

ISSUE 9: OSS Interfaces

Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to BellSouth's retail division?

DELTACOM POSITION: Yes. It is a requirement of the Telecom Act that OSS be nondiscriminatory. BellSouth should provide all OSS functions in all areas at parity. It should not be allowed to provide more advantageous OSS to its retail centers than provided to ITC^DeltaCom.

ISSUE 10: Completion Notifier (CLOSED)

ISSUE 11: Access to UNEs

a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations?

DELTACOM POSITION: Yes. Several states have retained authority to establish UNEs. The interconnection agreement must be approved by state commissions and therefore must be compliant with state orders and regulations. BellSouth again seeks only the minimum obligation.

b) Should all network elements be delivered to DeltaCom's collocation arrangement?

DELTACOM POSITION: No. In fact, DeltaCom has network elements today that are not delivered to a collocation site. ALECs should be able to order UNEs delivered to other ALECs' collocation spaces, sharing resources to improve efficiency and increased options for consumers. BellSouth's proposal to prohibit this is entirely unjustified.

c) (CLOSED)

ISSUE 12: Reciprocity of UNE Services and Conditions (CLOSED)

ISSUE 13: Testing of UNEs (CLOSED)

ISSUE 14: Prohibition of Use of UNEs to Provide Wireless Service (CLOSED)

ISSUE 15: DADAS (CLOSED)

ISSUE 16: Does Inside Wire Include Both Wire Owned and Controlled by BellSouth (CLOSED)

ISSUE 17: Provisioning and Cutovers (CLOSED)

ISSUE 18: Testing of NXXs, Call Forwarding Variable and Remote Access to Call Forwarding Variable (CLOSED)

ISSUE 19: Unbundled Remote Call Forwarding (“URCF”) (CLOSED)

ISSUE 20: SS7

a) (CLOSED)

b) (CLOSED)

ISSUE 21: Dark Fiber Availability

Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?

DELTACOM POSITION: Yes. BellSouth wants to require DeltaCom to pick up dark fiber loops only at the DeltaCom collocation site. In fact, the parties meet in locations other than a collocation site. It is technically feasible for BellSouth to make dark fiber loops available at other locations.

ISSUE 22: Dark Fiber Parity (CLOSED)

ISSUE 23: Dark Fiber Holding Period (CLOSED)

ISSUE 24: Rate and Provision of Performance Data (CLOSED)

ISSUE 25: Provision of ADSL Where DeltaCom is the UNE-P Local Provider

Should BellSouth continue providing an end-user with ADSL service where DeltaCom provides UNE-P local service to that same end user on the same line?

DELTACOM POSITION: Yes. DeltaCom has received consumer complaints that the consumer can't take DeltaCom voice service because if he or she does, BellSouth disconnects the consumer's ADSL service. This is an anticompetitive tying arrangement. Consumers should be able to select one company for high-speed internet and one for voice service.

ISSUE 26: Local Switching – Line Cap and Other Restrictions

a) Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location?

DELTACOM POSITION: The existing contract language states that the four line cap only applies to a single physical end user location with four or more DSO equivalent lines.

b) Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local switching?

DELTACOM POSITION: Yes. This language is in other carrier agreements and is in the parties' current interconnection agreement.

c) Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? Does the Florida Public Service Commission have the authority to set market rates for local switching? If so, what should be the market rate?

DELTACOM POSITION: This issue is subject to the FCC Triennial Review order and the findings of the Commission pursuant to that order. To the extent BellSouth is allowed to

price a service at market rates, those rates must be approved by the Commission and supported by relevant market data and analysis.

ISSUE 27: Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC (CLOSED)

ISSUE 28: Local Switching (CLOSED)

ISSUE 29: AIN Triggers (CLOSED)

ISSUE 30: Provision of Combinations (DEFERRED – TRIENNIAL ISSUE)

ISSUE 31: EELs (DEFERRED – TRIENNIAL ISSUE)

ISSUE 32: Availability of EELs (CLOSED)

ISSUE 33: Special Access Conversions to EELs (DEFERRED – TRIENNIAL ISSUE)

ISSUE 34: Audits: (DEFERRED – TRIENNIAL ISSUE)

ISSUE 35: Conversion of DS3 Special Access to EELs (CLOSED)

ISSUE 36: UNE/Special Access Combinations:

a) Should DeltaCom be able to connect UNE loops to special access transport?

DELTACOM POSITION: Yes. The parties' current interconnection agreement provides for this combination and it is in other interconnection agreements. ITC^DeltaCom should not be forced to make changes to the existing network. There is no technical impediment to BellSouth providing special access/UNE combinations.

b) Does BellSouth combine special access services with UNEs for other CLECS?

DELTACOM POSITION: Yes. Again, the parties' current interconnection agreement provides for this combination and it is in other interconnection agreements. In various circumstances, DeltaCom has had special access services in combination with UNE services.

ISSUE 37: Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation:

Where DeltaCom has a special access loop that goes to DeltaCom's collocation space, can that special access loop be converted to a UNE loop?

DELTACOM POSITION: DeltaCom has some Special Access loops that go to DeltaCom's collocation. This is not a combination. The AT&T/BellSouth agreement provides that in such instances the special access loop can be converted to a UNE loop. DeltaCom merely seeks the same treatment. This is an administrative change only for BellSouth.

ISSUE 38: Hours of UNE/LCSC Center (CLOSED)

ISSUE 39: Definition and Treatment of Local Traffic and Tandem Switching (CLOSED)

ISSUE 40: Point of Interconnection ("POI") (CLOSED)

ISSUE 41: Percent Local Facilities ("PLF") (CLOSED)

ISSUE 42: Audits of PIU/PLU (CLOSED)

ISSUE 43: Trunk Group Service Request ("TGSR") (CLOSED)

ISSUE 44: Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept:

Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?

DELTACOM POSITION: Yes. DeltaCom has its own operator/DA center and must be able to interconnect its TOPS platform with BellSouth's. DeltaCom is connected today and this mutually benefits BellSouth's operator services center as well as DeltaCom. This interconnection helps protect consumers' safety.

ISSUE 45: Switched Access Charges Applicable to BellSouth (CLOSED)

ISSUE 46: BLV/BLVI:

Does BellSouth have to provide BLV/BLVI to DeltaCom? If so, what should be the rates, terms and conditions?

DELTACOM POSITION: DeltaCom has proposed language that is in the parties' current interconnection agreement. Unlike other CLECs, DeltaCom has its own operator/DA center and must be able to interconnect with BellSouth. BellSouth provides BLV/BLVI when its customers call other BellSouth customers – just not when BellSouth customers call DeltaCom customers.

ISSUE 47: Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation"):

Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom's collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?

DELTACOM POSITION: Yes. This is contained in existing agreement language. The rates, terms and conditions BellSouth applies to DeltaCom in this situation should be applied to BellSouth when it collocates in DeltaCom's collocation space. BellSouth uses DeltaCom's space to serve DeltaCom's competitors – all DeltaCom asks is to be compensated for this use.

ISSUE 48: Provision of Terminations in Excess of Capacity of Equipment (CLOSED)

ISSUE 49: Requirement to Provide List of Entities with an Interest in DeltaCom's Collocation Equipment (CLOSED)

ISSUE 50: Subsequent Application Fee and Application Modification (CLOSED)

ISSUE 51: Reciprocity of Charges (CLOSED)

ISSUE 52: Sharing of Cost of Facilities for Transit Traffic (CLOSED)

ISSUE 53: Rates and Charges not Ordered by the Commission (CLOSED)

ISSUE 54: Reimburse Costs to Accommodate Modifications (CLOSED)

ISSUE 55: Resend of CFA Fee (CLOSED)

ISSUE 56: Cancellation Charges:

a) May BellSouth charge a cancellation charge which has not been approved by the Commission?

DELTACOM POSITION: No. Cancellation charges have not been approved by the Commission.

b) Are these cancellation costs already captured in the existing UNE approved rates?

DELTACOM POSITION: The basis for a separate cost-based cancellation charge has not been established by BellSouth.

ISSUE 57: Rates and Charges for Conversion of Customers from Special Access to UNE-based Service

a) Should BellSouth be permitted to charge for DeltaCom for converting customers from a special access loop to a UNE loop?

DELTACOM POSITION: No. This is an administrative change only. The BellSouth and AT&T interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation. There is no technical impediment to such conversions.

b) Should the Agreement address the manner in which the conversion will take place? If so, must the conversion be completed such that there is no disconnect and reconnect (i.e, no outage to the customer)?

DELTACOM POSITION: Yes. BellSouth has agreed to this process with AT&T. DeltaCom should be afforded the same or similar opportunities.

ISSUE 58: Unilateral Amendments to the Interconnection Agreement

a) Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide?

DELTACOM POSITION: No. BellSouth should not be allowed to unilaterally modify the contract in a manner that could financially or operationally impair DeltaCom and its customers.

b) Should BellSouth be required to post rates that impact UNE services on its website?

DELTACOM POSITION: Yes. DeltaCom had a service-impacting situation where BellSouth modified certain USOCs and it was not clearly communicated that a contract revision was necessary in order to avoid the disruption.

ISSUE 59: Payment Due Date

Should the payment due date begin when BellSouth issues the bill or when DeltaCom receives the bill? How many days should DeltaCom have to pay the bill?

DELTACOM POSITION: DeltaCom needs 30 days to pay from the date a bill is received from BellSouth. DeltaCom receives thousands of BellSouth invoices monthly, often several days after the invoice date. DeltaCom has to review each bill for errors. BellSouth sends approximately 95% of bills electronically. The received date is easily knowable.

ISSUE 60: Deposits

a) Should the deposit language be reciprocal?

DELTACOM POSITION: Yes. DeltaCom proposes language that is consistent with FCC policy on deposits. The parties disagree regarding whether a deposit should be assessed at

all. BellSouth seeks more stringent deposit requirements than exist in the current agreement. DeltaCom's language more accurately reflects DeltaCom's years of timely payments to BellSouth.

b) Must a party return a deposit after generating a good payment history?

DELTACOM POSITION: See (a) above and language proposed by ITC^DeltaCom in Mr. Watts' testimony.

ISSUE 61: Method of Filing Billing Disputes (CLOSED)

ISSUE 62: Limitation on Back Billing

Should there be a limit on the parties' ability to back-bill for undercharges? If so, what should be the time limit?

DELTACOM POSITION: Yes. The limit should be no longer than 90 days. Backbilling charges longer than 90 days is inappropriate and puts ITC^DeltaCom in an untenable position with its retail customers. Laws and rules regarding retail billing are not the appropriate analogy, and in fact support DeltaCom's position in this case.

ISSUE 63: Audits

Should the Agreement include language for audits of the parties' billing for services under the interconnection agreement? If so, what should be the terms and conditions?

DELTACOM POSITION: Yes. DeltaCom offered the language from AT&T's Interconnection Agreement. BellSouth should provide the same treatment to DeltaCom it is willing to provide to AT&T.

ISSUE 64: ADUF

What terms and conditions should apply to the provision of ADUF records?

DELTACOM POSITION: ADUF is the Access Daily Usage File. When DeltaCom buys unbundled local switching, BellSouth provides DeltaCom an ADUF record for the billing of the access charges. DeltaCom should not be billed for ADUF records associated with local calls.

ISSUE 65: Notification of Changes to OSS and Changes of Business Rules/Practices (CLOSED)

ISSUE 66: Testing of End-User Data

Should BellSouth provide testing of DeltaCom end-user data? If so, what are the rates, terms, and conditions for such testing?

DELTACOM POSITION: Yes. A set of test cases with controlled data is required. BellSouth's retail operation can test code prior to deployment and see results in ordering, provisioning, maintenance and billing venues. DeltaCom cannot test in more than one system when migrating to a new code version. DeltaCom should have parity.

ISSUE 67: Availability of OSS Systems

Should BellSouth be allowed to shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?

DELTACOM POSITION: Absent an emergency, BellSouth should not shut down DeltaCom's access to all OSS during normal working hours without consent of DeltaCom. DeltaCom schedules staff based on published support hours. When BellSouth takes down all systems during normal business hours, DeltaCom pays employees with no tools to conduct customer transactions.

ISSUE 68: Provision of Customer Service Records (CLOSED)

ISSUE 69: Inadvertent Transfer of Customers (CLOSED)

ISSUE 70: Reimbursement of Costs for Trouble Analysis and Error Resolution

(CLOSED)

ISSUE 71: Reciprocity of Porting Procedures (CLOSED)

F. STIPULATED ISSUES

Some of the issues have now been resolved between the parties and these are indicated by the word “CLOSED” appearing at the end of the text of the issue.

G. PENDING MOTIONS

At this time, DeltaCom has no pending motions.

H. PENDING REQUESTS OR CLAIMS FOR CONFIDENTIALITY

At this time, DeltaCom has the following claims for confidentiality pending:

Exhibit JW-1 attached to the Direct Testimony of Jerry Watts;

Exhibit DJW-3 attached to the Direct Testimony of Don J. Wood; and

Exhibit JW-3 attached to the Rebuttal Testimony of Jerry Watts.

I. REQUIREMENTS THAT CANNOT BE COMPLIED WITH

All requirements of the procedural order have been met by DeltaCom.

**J. DECISIONS PREEMPTING THE COMMISSION'S
ABILITY TO RESOLVE THIS MATTER**

DeltaCom is not aware of any FCC or court decisions that would preempt or impact the Commission's ability to resolve the matters at issue in this case.

K. OBJECTIONS TO WITNESSES QUALIFICATIONS AS AN EXPERT

DeltaCom is not aware that BellSouth has sought to qualify any of its witnesses as experts. DeltaCom does not object to the stated qualifications of the witnesses in BellSouth's

prefiled testimony, but reserves the right to object at trial to the extent BellSouth seeks to qualify a witness as an expert beyond those qualifications.

Dated this 31st day of July, 2003.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Floyd R. Self", is written over a horizontal line. The signature is fluid and cursive.

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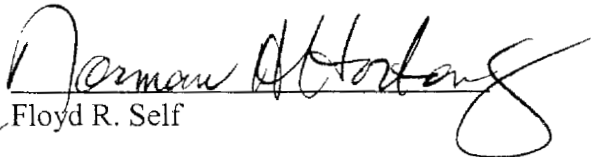
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served upon the following parties by Hand Delivery (*), and/or U. S. Mail this 31st day of July, 2003.

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