

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth Telecommunications, Inc. against IDS Telecom LLC to enforce interconnection agreement deposit requirements.	DOCKET NO. 040488-TP ORDER NO. PSC-04-0824-PAA-TP ISSUED: August 23, 2004
---	---

The following Commissioners participated in the disposition of this matter:

BRAULIO L. BAEZ, Chairman  
J. TERRY DEASON  
LILA A. JABER  
RUDOLPH "RUDY" BRADLEY  
CHARLES M. DAVIDSON

ORDER ON DEPOSIT REQUIREMENT

BY THE COMMISSION:

I. **Background**

On May 21, 2004, BellSouth Telecommunications, Inc. (BellSouth, or Petitioner) filed a complaint against IDS Telecom LLC (IDS) to enforce certain deposit requirements in their Interconnection Agreement<sup>1</sup> (hereafter, the Deposit Complaint). The specific requirement at issue states that service may be terminated if the dispute before the Commission is not resolved in 60 days. (See BellSouth's Exhibit A, attached to the Deposit Complaint) Day 60 was July 21, 2004. Although separate, this docket is closely aligned with Docket No. 031125-TP, a pending billing dispute involving these two parties. Docket No. 031125-TP (hereafter, the Billing Complaint docket) is currently set for a September 10, 2004 hearing.

On June 11, 2004, IDS filed its Answer and Affirmative Defenses and Counterclaim to BellSouth's Complaint (Answer). On June 21, 2004, BellSouth filed an Answer to the IDS Counterclaim (Counterclaim Answer).

Due to the expedited nature of this proceeding, the parties agreed to provide informational briefs on an expedited basis so that a decision could be rendered within 60 days. On June 28, 2004, BellSouth filed its Briefs in this matter, and on June 29, 2004, IDS filed its Brief.

<sup>1</sup> The current interconnection agreement between BellSouth and IDS became effective by operation of law on May 11, 2003. See Docket No. 030158-TP.

DOCUMENT NUMBER-DATE  
09184 AUG 23 04  
FPSC-COMMISSION CLERK

The parties asked for two week deferral of the matter from the July 20, 2004, Agenda Conference, to permit the parties the opportunity to continue to negotiation. Since the parties were unable to reach a negotiated resolution, the matter was heard at the August 4, 2004, Agenda Conference. This Order addresses BellSouth's Deposit Complaint and the IDS Answer and certain Affirmative Defenses and IDS Counterclaim.

## **II. Jurisdiction**

We have jurisdiction under Section 252 of the Act to resolve disputes involving interconnection agreements approved by us. Part II of the federal Telecommunications Act of 1996 (Act) sets forth provisions regarding the development of competitive markets in the telecommunications industry. Section 251 of the Act regards interconnection with the incumbent local exchange carriers, and Section 252 sets forth the procedures for negotiation, arbitration, and approval of agreements.

State Commissions retain primary authority to enforce the substantive terms of agreements they have approved pursuant to Sections 251 and 252 of the Act. Iowa Utilities Board v. Federal Communications Commission, 120 F. 3d 753, 804 (8<sup>th</sup> Cir. 1997). A petition has been filed requesting our review of an agreement we previously approved to determine if the parties are in compliance with that agreement. As set forth in BellSouth Telecommunications, Inc., et al. v. MCIMetro Access Transmission Services, Inc., et al., 317 F.3d 1270 (11<sup>th</sup> Cir. January 2003), “. . . the language of §252 persuades us that in granting to the public service commissions the power to approve or reject interconnection agreements, Congress intended to include the power to interpret and enforce in the first instance and to subject their determination to challenges in the federal courts.”

Moreover, we have authority under state law to review complaints regarding interconnection agreements approved by us. Section 364.01, Florida Statutes, provides that we have authority over telecommunications companies. Section 364.162, Florida Statutes, states, in pertinent part, that:

The [C]ommission shall have the authority to arbitrate any dispute regarding interpretation of interconnection or resale prices and terms and conditions.

This statutory language plainly authorizes us to resolve complaints regarding the interpretation of interconnection agreements, which is the case herein.

Thus, based on BellSouth v. MCIMetro and Section 252 (c)(1), we have the authority to review a complaint based on an interconnection agreement approved by us. Further, pursuant to Sections 364.01 and 364.162, Florida Statutes, we have state authority to review a complaint regarding an interconnection agreement approved by us.

### **III. Deposit Requirement**

We note that the scope of our analysis is limited to the deposit requirement issue as filed in this docket, although references to the Billing Complaint Docket are contained in the respective arguments from the parties. In addition, on June 25, 2004, IDS filed a Request for Approval of Amendment to the existing IDS-BellSouth interconnection agreement (see Docket No. 040611-TP). IDS represents that the parties agreed to replace the current deposit provisions/requirements with deposit provisions from an agreement BellSouth has with another carrier.<sup>2</sup> In its Brief, BellSouth asserts that no such accord was reached. Although each party's Brief contains argument regarding this adoption, Docket No. 040611-TP will address this matter.

#### **A. BellSouth's Argument**

Referencing Attachment 7, Section 1.8 of its current Interconnection Agreement, BellSouth asserts that it has the right to request and secure a deposit from IDS. Importantly, the current Interconnection Agreement provides that if the [Commission] dispute is not resolved in 60 days, and IDS fails to remit to BellSouth any deposit requested pursuant to the applicable section, BellSouth is permitted to terminate service to IDS in accordance with Attachment 7, Section 1.7.

In its Brief, BellSouth asserts that its case is rooted in five established facts:

1. The current agreement contains deposit provisions that are unambiguous and obligate IDS to post a deposit

BellSouth states that when purchasing services, an initial analysis regarding creditworthiness is undertaken based on information supplied from IDS - information which BellSouth uses to develop a value to represent some form of security for BellSouth. Of note, BellSouth stresses that it reserves the right to request additional security, "If, in the sole opinion of BellSouth, IDS experiences an adverse change in its creditworthiness in comparison to the level initially used . . ." (emphasis added, Deposit Complaint at ¶5; BellSouth Brief at 2) BellSouth believes Attachment 7, Section 1.8 requires three things:

- a. That BellSouth provide to IDS a written explanation why a deposit is being requested;

---

<sup>2</sup> By operation of law, an amendment is effective 90 days from the date filed; in this instance, September 23, 2004.

- b. That the deposit amount not exceed two months' estimated billing, and be developed by BellSouth using credit standards applied<sup>3</sup> on a non-discriminatory basis; and
  - c. That IDS and BellSouth are obligated to work together to determine the amount of a reasonable deposit. If the parties are unable to agree, either party may petition the Commission for resolution of the dispute.
2. BellSouth applies its deposit policies in a non-discriminatory manner based on objective financial data

BellSouth states that although its deposit policies are not at issue, it conducts periodic credit reviews of all of its wholesale customers to indicate a severity of risk. BellSouth asserts that such reviews are conducted in a non-discriminatory manner, and evaluate no less than 12 factors, including information from Dun & Bradstreet and Moody's.<sup>4</sup> For IDS, this process began in May 2003, one year prior to the inception of this proceeding.<sup>5</sup>

3. IDS violated the agreement by failing to provide information requested by BellSouth to perform its credit review

When conducting credit reviews, BellSouth requests information directly from companies, and in this matter, BellSouth repeatedly requested audited financial statements from IDS – items which were never provided.<sup>6</sup> BellSouth believes the inaction from IDS was “. . . meant to frustrate and delay BellSouth's rights under the Interconnection Agreement.” (BellSouth Brief at 6-7)

4. BellSouth completed its credit review and formally requested a deposit from IDS

Based on the results of its credit review, BellSouth formally requested a deposit from IDS in the amount of \$4.6 million on December 9, 2003. The deposit amount was calculated as follows:

---

<sup>3</sup> “Credit standards” and related topics were discussed in the proprietary correspondences, which are attached as Exhibits C-G to the Deposit Complaint, and also in Exhibits to BellSouth's Brief.

<sup>4</sup> Dun & Bradstreet (D&B) & Moody's are widely recognized companies that specialize in objectively evaluating the financial strength of companies. BellSouth uses the D&B Credit Rating and D&B PAYDEX measures in its credit evaluation; BellSouth uses the Moody's RiskCalc score for the same purpose. (BellSouth Brief at 4)

<sup>5</sup> A May 7, 2003 letter from BellSouth to IDS established the timeline for BellSouth's deposit request. Each party attached as exhibits to its respective pleadings numerous correspondences (letters and copies of e-mails) from that date forward, many of which are proprietary.

<sup>6</sup> Numerous public and proprietary correspondences (letters and copies of e-mails) support this allegation. BellSouth asserts it sought to obtain these on at least 9 occasions in a six-month period before moving forward with its enforcement efforts.

- a. BellSouth developed an average monthly billing for services rendered to IDS; the average was based on the most recent six-month period. The resultant calculation was approximately \$2.3 million; and
- b. BellSouth multiplied the average monthly billing amount by a factor of 2 to yield \$4.6 million.

In accordance with the interconnection agreement, BellSouth provided detailed explanations to IDS to document its deposit request. Via numerous written correspondences (most of which are proprietary),<sup>7</sup> BellSouth cited to the objective scores, measures, and financial ratios it used in its evaluation, and reached an overall conclusion that “. . . there can be no question that IDS constitutes a substantial credit risk.” (BellSouth Brief at 9)

5. IDS violated the agreement by refusing to negotiate the deposit amount in good faith

Even though this process began months earlier, BellSouth formally requested the \$4.6 million deposit in a December 9, 2003 letter. A number of communications followed that letter.<sup>8</sup> BellSouth claims IDS never engaged in negotiations regarding this specific request, instead challenging BellSouth’s right to even request a deposit. As a result, BellSouth claims that “IDS has done everything in its power to prevent BellSouth from enforcing its contractual rights and has refused to honor its obligations under the Interconnection Agreement.” (BellSouth Brief at 13)

Throughout its Brief, BellSouth reaffirms arguments previously made and asserts that this matter “. . . involves a simple contract analysis.” (BellSouth Brief at 1) BellSouth contends that IDS has failed to substantively respond to negotiate the deposit amount and alternative means of security, and this inaction left BellSouth no alternative but to file the instant Complaint.

B. IDS’ Argument

IDS contends that BellSouth’s deposit request is not warranted as a threshold matter because BellSouth failed to perform any analysis that demonstrates that IDS experienced “an adverse change in its creditworthiness,” when in fact IDS’ creditworthiness has only improved since completing BellSouth’s Credit Profile. (IDS Brief at 2) IDS demands strict proof that BellSouth has engaged in the actions alleged in the Deposit Complaint. Specifically, IDS demands proof that BellSouth conducted a legitimate credit analysis of IDS as the basis for requesting the \$4.6 million deposit amount. In addition, IDS demands proof that BellSouth attempted in good faith to negotiate the deposit issue.

---

<sup>7</sup> The correspondences included the actual score values (i.e., D&B data, Moody’s, etc.), and included supporting analysis as well.

<sup>8</sup> Each party submitted public and proprietary documents that generally refer back to the December 9, 2003 letter.

In its Brief, IDS provides more argument for the Affirmative Defenses it advanced in its Answer. The Affirmative Defenses are as follows:

1. BellSouth has breached the covenant of good faith and fair dealing in this matter

IDS believes BellSouth breached the covenant of good faith because it:

- a. Failed to consider any other deposit other than the maximum allowable, an approximation of 2-months' billing;
- b. Did not apply its credit standards on a non-discriminatory basis; and
- c. Never worked in good faith to negotiate a deposit amount.

Additionally, IDS claims that billing errors and timeliness of bills are factors which should be considered. IDS claims that it is unfair that BellSouth's credit analysis tools, which evaluated the relative timeliness of payments, reflected a slow payment history – a point IDS disputes because IDS claims that it does not consistently receive bills in a timely manner.<sup>9</sup> Also, IDS claims that these same indices are inaccurate since the bills it receives are inaccurate, and the dispute resolution process impacts the timeliness of rendering payments.<sup>10</sup>

2. BellSouth itself has failed to comply with the terms which it seeks to enforce<sup>11</sup>

IDS acknowledges that Section 27 of the General Terms and Conditions in its current agreement obligates the parties to adhere to “Good Faith Performance.” Throughout its Brief, IDS alleges that BellSouth is not doing so. For example, IDS claims its own research provides evidence that BellSouth has extended various other deposit terms to other CLECs - terms which it has not offered IDS. IDS argues that it has secured the financial backing of a publicly traded company with assets that exceed liabilities by over \$455 million. This investor has indicated a willingness to provide an “alternative form of security” on commercially reasonable terms. According to IDS, it believes that, if this investor changes its position on the corporate guarantee, IDS should be allowed to post a security agreement<sup>12</sup> in lieu of a deposit, an arrangement BellSouth has with another CLEC. IDS believes that as a measure of good faith, such an arrangement should be offered to them. In addition, IDS believes it should be given the opportunity to build up a requested deposit over time, in contrast to paying it as a lump sum. Finally, IDS acknowledges that BellSouth has provided it with written correspondence regarding the deposit request, but claims the documents in its possession

---

<sup>9</sup> Certain of the proprietary exhibits contain the numeric data regarding the timeliness of payments.

<sup>10</sup> IDS argues generically that all BellSouth bills rendered to CLECs are inaccurate.

<sup>11</sup> The 2<sup>nd</sup> and 9<sup>th</sup> Affirmative Defenses from IDS offer similarly structured arguments.

<sup>12</sup> Such an arrangement is alternatively identified as a UCC-1.

have not been adequate to engage in deposit negotiations. IDS states the written explanation provided by BellSouth should be sufficient enough for IDS to negotiate fair and non-discriminatory treatment.

3. This Commission lacks the jurisdiction to enforce the deposit request that BellSouth seeks to impose<sup>13</sup>

According to IDS, BellSouth's deposit request improperly seeks to establish deposit requirements for services rendered in other states. IDS believes the Florida Commission lacks jurisdiction to do so, and cites to a Georgia case wherein a deposit request by BellSouth to another carrier was representative of multiple states. (Exhibits 19-20, attached to the IDS Brief)<sup>14</sup> IDS believes the most reasonable solution to this matter is to determine a deposit amount on a state-by-state basis. IDS believes the requested amount (\$4.6 million) is grossly inflated and overstated, and counters that a more appropriate amount would be "approximately \$2 Million." IDS asserts that the \$2 million figure accounts for billing errors and disputes, and is based on its own calculation of the average gross billings for January through May, 2004.<sup>15</sup> According to IDS, if the billing errors and disputes are not accounted for in this calculation, the maximum 2-month security deposit would be about \$2.7 million.

4. BellSouth has refused to allow IDS to amend or adopt provisions contained in other interconnection agreements in Florida

The 5<sup>th</sup> and 8<sup>th</sup> Affirmative Defenses from IDS offer similar arguments. This subject matter is discussed in the IDS Counterclaim, and in the Briefs from each Party. This topic is addressed in the subsequent Section.

5. BellSouth has applied its deposit request to IDS in a discriminatory and improper manner

IDS asserts that BellSouth concedes that its D & B scores were "remarkably good," yet BellSouth states it relied on other factors to determine that a deposit is necessary. IDS cites to a case involving BellSouth and another carrier wherein BellSouth appears to treat the D & B data in a different manner than it has with IDS. IDS believes this clearly demonstrates that BellSouth has not applied its credit standards in a non-discriminatory manner.

---

<sup>13</sup> The 3<sup>rd</sup> and 4<sup>th</sup> Affirmative Defenses from IDS offer similarly structured arguments. IDS believes the deposit amount BellSouth seeks to impose may have been developed based on billing data that is not Florida-specific. Any requested deposit amount should be based upon billing data that is Florida-specific.

<sup>14</sup> IDS believes the outcome of this matter resulted in a concession by BellSouth that "it was only proper to seek a deposit for services rendered in the relevant state in which services are provided." (IDS Brief at 19)

<sup>15</sup> Proprietary Exhibit 21 of the IDS Brief contains the billing data IDS used for its calculations; based upon its calculations, the 1-month average figure was \$1,020,575.66.

6. BellSouth has violated applicable state and federal rules, regulations, rulings, and law, and thus, is barred from seeking the requested relief

In its Brief, IDS argues that the instant case should be interpreted in accord with the “new” language IDS wishes to adopt (see Docket No. 040611-TP). IDS states that “this adoption eliminates Section 1.8 of Attachment 7 of the [current] Interconnection Agreement, thereby eliminating BellSouth’s alleged right to take unilateral action if this docket is not resolved within 60 days.” Alternatively, IDS states that if this Commission determines that Section 1.8 of Attachment 7 is still applicable, IDS believes BellSouth’s deposit request should be denied because:

- a. BellSouth has failed to demonstrate additional security is necessary;
- b. BellSouth has breached the good faith provisions of the current agreement by refusing IDS’ adoption requests;
- c. BellSouth has breached the deposit provisions of the current agreement by applying its credit standards in a discriminatory manner; and
- d. BellSouth has breached the deposit provisions of the current agreement by failing to offer alternative forms of security to IDS, and for failing to work in good faith with IDS toward a resolution of this issue.

In summary, IDS believes that if this Commission finds that a deposit is required, IDS should be allowed to explore deposit alternatives and terms, including a third party corporate guarantee arrangement, or a plan to pay the deposit in installments. In the event a deposit is required, IDS believes the supporting calculations used in deriving such amount should be limited to Florida-only services, and should account for billing errors and disputes; by IDS’ calculation, this would yield a 2-month maximum value of \$2 million, or \$2.7 million if billing errors and disputes are not factored into the calculation. However, IDS believes a more reasonable deposit amount would be to use a 1-month threshold, yielding a figure of \$1 million, on the basis that it:

1. regularly pays the non-disputed portion of its bill within the general time of 30 days from receipt;
2. has an excellent D & B credit rating;
3. is subject to the termination of services by BellSouth in 30 days if IDS fails to pay undisputed amounts; and
4. believes BellSouth owes IDS monthly amounts for accessing its facilities.



Analysis

BellSouth has determined it is necessary to request a deposit in the amount of \$4.6 million from IDS. As such, we find that this decision initiated a 3-step process:<sup>16</sup>

- A formal deposit request was issued (See Exhibit B to BellSouth's Deposit Complaint, the December 9, 2003 letter to IDS from BellSouth);
- A period of time elapsed whereby the parties were to evaluate whether the original request was reasonable;
- We were asked to resolve this dispute.

In relevant part, we find that BellSouth's argument hinges upon the following language:

If, in the sole opinion of BellSouth, IDS experiences an adverse change in its creditworthiness in comparison to the level initially used to determine the level of the current security deposit and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security . . . (excerpted from Attachment 7, Section 1.8; BellSouth Brief at 2-3)

We find this language is clear and unambiguous that BellSouth is entitled to request a deposit from IDS.

We find that IDS shall provide a deposit to BellSouth. Based on our discussions at the Agenda Conference, we determine that the appropriate amount for deposit is \$3.9 million dollars. We find that the disputed amounts identified in Docket No. 031125-TP should be included in calculating the deposit amount at this time, subject to change based on the outcome of Docket No. 031125-TP.

Therefore, IDS shall be required to pay \$1 million initially to BellSouth, followed by payments of \$200,000 per month until \$2 million has been paid. Thereafter, IDS shall have the option of paying \$200,000 per month until the remaining deposit of 1.9 million is paid, or presenting a corporate guarantee for the remaining deposit of 1.9 million. The deposit payments including any corporate guarantee shall be made to BellSouth. BellSouth shall maintain the deposit subject to refund with interest. The first payment of \$1 million is due 10 days after the issuance date of this Order. The additional payments are due on the 10<sup>th</sup> of each month.<sup>17</sup> IDS shall be considered in default if the payment is not received by BellSouth on the 25<sup>th</sup> of each

---

<sup>16</sup> Staff believes the results from BellSouth's credit analysis determine whether it is necessary to request or supplement a deposit; if it is *not* necessary, none of the steps are applicable.

<sup>17</sup> Should the payment date fall on a weekend or legal holiday, the payment shall be made the next business day in accordance with Florida statutes.

month. Should IDS default on any payment, BellSouth is entitled to exercise its rights under the interconnection agreement regarding default payments.

#### IV. IDS Counterclaim

The overall issue in the IDS Counterclaim involves the “adoption” language in the parties’ Interconnection Agreement. In its 5<sup>th</sup> and 8<sup>th</sup> Affirmative Defenses and Exhibits of the Counterclaim, IDS alleges that BellSouth would not allow it to adopt deposit and/or billing provisions found in other Florida interconnection agreements. (Answer at ¶5) In their Briefs, each party provides argument on “adoptions” under Section 252 of the Act, although we find these arguments are not directly germane to this docket, since the provisions in effect on the date this docket was initiated remain the pertinent provisions for purposes of resolving this dispute. Each party argued the relevance of the pleading filed in Docket No. 040611-TP,<sup>18</sup> although we do not believe that the language subject to the adoption by IDS in Docket No. 040611-TP has retroactive application, and thus, the language in that docket has no direct impact on the current dispute addressed herein. Moreover, any issues that IDS had in the past with BellSouth refusing an adoption request could have been brought to us at that time. The Section 252 adoption arguments will be addressed in Docket No. 040611-TP.

We find that the language IDS seeks to adopt in Docket No. 040611-TP has no retroactive application, and thus, has no direct impact on the current dispute addressed herein. We find that the language in-place on the date the Petitioner brought forth this matter is the only language we need to consider. Thus, IDS’s Counterclaim shall be denied.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that IDS Telecom LLC shall be required to pay a \$3.9 million deposit. IDS Telecom LLC shall be required to pay \$1 million initially to BellSouth, followed by payments of \$200,000 per month until \$2 million has been paid. Thereafter, IDS shall have the option of paying \$200,000 per month until the remaining deposit of 1.9 million is paid, or presenting a corporate guarantee for the remaining deposit of 1.9 million. It is further

ORDERED that the deposit payments including any corporate guarantee shall be made to BellSouth Telecommunications, Inc. BellSouth Telecommunications, Inc. shall maintain the deposit subject to refund with interest. It is further

---

<sup>18</sup> On June 25, 2004, IDS filed a Request for Approval of Amendment to the existing IDS-BellSouth interconnection agreement (see Docket No. 040611-TP). IDS contends that the parties agreed to replace the current deposit provisions/requirements with those from an agreement BellSouth has with another carrier. By operation of law, an amendment is effective 90 days from the date filed; in this instance, September 23, 2004. In its Brief, BellSouth asserts that no such accord was reached. Docket No. 040611-TP will address this matter.

ORDER NO. PSC-04-0824-PAA-TP  
DOCKET NO. 040488-TP  
PAGE 11

ORDERED that the first payment of \$1 million is due 10 days after the issuance date of this Order. The additional payments are due on the 10<sup>th</sup> of each month. IDS Telecom LLC shall be considered in default if the payment is not received by BellSouth Telecommunication, Inc. on the 25<sup>th</sup> of each month. Should IDS Telecom LLC default on any payment, BellSouth Telecommunications, Inc. is entitled to exercise its rights under the interconnection agreement regarding default payments. It is further

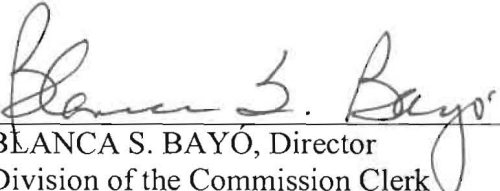
ORDERED that IDS Telecom LLC's Counterclaim is hereby denied. It is further

ORDERED that if a person whose substantial interests are affected by our decision files a protest within 21 days of the issuance of this proposed agency action (PAA) order, this docket shall remain open pending further proceedings. It is further

ORDERED that if no person protests the PAA order, upon the issuance of a consummating order, this docket shall remain open pending the parties' resolution of the final deposit amount. It is further

ORDERED that our staff is granted administrative authority to close this docket upon a letter from the parties indicating that the issue of the deposit amount has been resolved.

By ORDER of the Florida Public Service Commission this 23rd day of August, 2004.

  
\_\_\_\_\_  
BLANCA S. BAYÓ, Director  
Division of the Commission Clerk  
and Administrative Services

( S E A L )

PAC

ORDER NO. PSC-04-0824-PAA-TP  
DOCKET NO. 040488-TP  
PAGE 12

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 13, 2004.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.