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COMMISSION
CLERK

May 17, 2005

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket No. 040343-TP

Dear Ms. Bayo:

Enclosed for filing in the above dockets are the original and fifteen (15) copies of ALLTEL Florida, Inc.'s Motion to Approve Settlement Agreement.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

CMP _____

COM _____

CTR _____

ECR _____ JJW/bmg

GCL _____ Enclosures

OPC _____ cc: All Parties of Record (w/encls.)


MMS _____

RCA _____

SCR _____

SEC 1

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04797 MAY 17 05

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

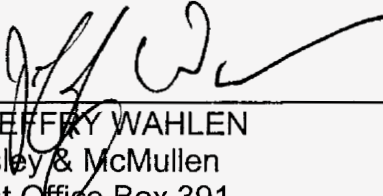
In re: Petition to Adopt the ALLTEL
Interconnection Agreement Pursuant
to Section 252(j) of the Telecommuni-
cations Act of 1996

DOCKET NO. 040343-TP
FILED: May 17, 2005

ALLTEL FLORIDA, INC.'S
MOTION TO APPROVE SETTLEMENT AGREEMENT

Pursuant to Rule 28-106.204(2), Florida Administrative Code, ALLTEL Florida, Inc. ("ALLTEL" or the "Company") requests that the Florida Public Service Commission enter an order approving the attached Settlement Agreement between ALLTEL and Volo Communications of Florida, Inc., d/b/a/ Volo Communications Group of Florida, Inc. ("Volo"). The undersigned has consulted with counsel for Volo and is authorized to represent that Volo does not object to this motion.

DATED this 17th day of May, 2005.



J. JEFFERY WAHLEN
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
850/425-5471

ATTORNEYS FOR ALLTEL FLORIDA, INC.

DOCUMENT NUMBER-DATE

04797 MAY 17 2005

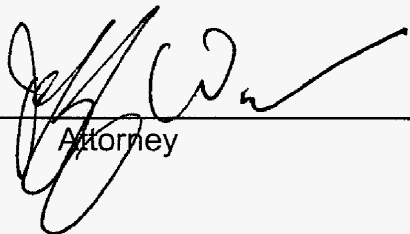
FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 17th day of May, 2005, to the following:

Mary Beth Keating *
Kira Scott
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Floyd Self *
Messer Caparello & Self P.A.
215 South Monroe street
Tallahassee, FL 32301



Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to Adopt the ALLTEL
Interconnection Agreement Pursuant
to Section 252(j) of the Telecommuni-
cations Act of 1996

DOCKET NO. 040343-TP

SETTLEMENT AGREEMENT

ALLTEL Florida, Inc. ("ALLTEL" or the "Company") and Volo Communications of Florida, Inc., d/b/a/ Volo Communications Group of Florida, Inc. ("Volo"), hereby agree to settle their dispute in this docket as follows:

Recitals

1. On April 19, 2004, Volo filed a Petition to Adopt the ALLTEL Florida, Inc. and Level 3 Communications, LLC Interconnection Agreement ("Petition"). Therein, Volo petitioned the Commission "to adopt the rules, terms and conditions" of the Interconnection Agreement between ALLTEL and Level 3 Communications ("Level 3 Agreement"). The Level 3 Agreement was filed with the FPSC for approval on June 13, 2002 in Docket No. 02-0517-TP. (See Exhibit A to Petition.) The Level 3 Agreement was approved by the FPSC in September 2002.

2. By its terms, the Level 3 Agreement is effective through "June 30, 2004 and thereafter, unless terminated or modified." Thus, Volo filed its Petition to Adopt the ALLTEL Level 3 Agreement about 10 weeks before that Agreement was set to expire. ALLTEL was renegotiating its agreement with Level 3 at the time VOLO filed its Petition to Adopt and is still in the process of renegotiating that agreement. By its terms, the Level 3 agreement

remains in effect until it is replaced by a successor agreement between ALLTEL and Level Three.

3. On May 7, 2004, ALLTEL filed a motion to dismiss VOLO's petition. Therein, ALLTEL argued that VOLO should not be allowed to "opt-in" to the Level 3 agreement, because doing so was inconsistent with 47 C.F.R. § 51.809(c), which states: "an ILEC only make available an interconnection for "opt-in" for a reasonable period of time after the approved agreement is available for inspection." ALLTEL cited two cases from other states support this conclusion, i.e., In re: Global NAPs South, Inc., 15 FCC Rcd 23318 (Aug. 5, 1999) and In re: Petition of Global NAPs South, Inc., Case No. 8731 (Md. PSC July 15, 1999). VOLO responded to the motion to dismiss on May 19, 2004, and therein argued that it should be allowed to opt-in to the Level 3 agreement as it could remain in effect for a long time after its scheduled termination date of June 30, 2004.

4. The Staff of the Commission issued a staff recommendation on the motion to dismiss on September 9, 2004. Therein, the staff recommended denying ALLTEL's motion to dismiss and holding the case in abeyance for 60 days so the parties could attempt to negotiate an interconnection agreement and to thereafter set the matter for hearing should negotiations prove unsuccessful.

5. The Commission held oral argument on ALLTEL's motion to dismiss on October 19, 2004. Following argument by the parties and discussion by the Commissioners, the Commission voted to approve the staff's recommendation. Order No. PSC-04-1109-PCO-TP memorialized that decision and was issued on November 8, 2004.

6. Sometime in the first week of January 2005, VOLO contracted ALLTEL for the purpose of discussing the agreement. ALLTEL sent its standard interconnection to VOLO

and a conference call was held to discuss VOLO's concerns about the agreement. ALLTEL Requested that VOLO send back a "redlined" version of the agreement with VOLO's proposed changes, but VOLO never did. Rather, VOLO decided that it did not want to engage in further discussions with ALLTEL and advised its counsel to so advise the staff of the Commission, which he did. Accordingly, the Staff of the Commission has notified the parties of their intent to set the matter for hearing.

NOW, THEREFORE, in light of the foregoing recitals and the inherently uncertainty of litigation, and VOLO having been fully advised of the possibility that the existing agreement between Level 3 and ALLTEL could terminate at any time and the ramifications of that event to VOLO, the parties agree to resolve their differences in this docket as follows:

1. Effective upon approval of this Settlement Agreement, VOLO shall be deemed to have adopted or "opted-in" to the existing interconnection agreement between ALLTEL and Level 3 Communications, LLC without modification. Thereafter, the parties will work together in good faith and in accordance with the 1996 Act to implement the resulting agreement between ALLTEL and VOLO ("Agreement").

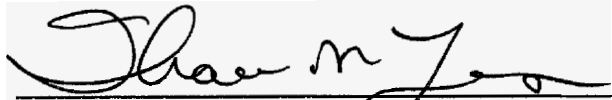
2. The Agreement shall remain in effect until such time as ALLTEL and Level 3 sign an agreement that replaces their now existing agreement and such replacement agreement ("Level 3 Successor Agreement") is filed with the FPSC. ALLTEL shall give VOLO notice in writing of the execution of the Level 3 Successor Agreement. Such notice shall be given in accordance with the notice provisions of the Agreement, and service as notice of termination of the agreement between VOLO and ALLTEL.

3. If at the end of the notice period specified in the agreement, VOLO has not advised ALLTEL in writing that it will either: (1) adopt or "opt-in" to the Level 3 Successor

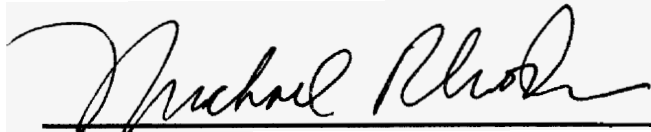
Agreement, (2) adopt or "opt-in" to some other agreement between ALLTEL and another CLEC operating in Florida or (3) execute ALLTEL's then-existing standard offer interconnection agreement, ALLTEL shall terminate its interconnection relationship with VOLO without further notice to VOLO.

4. This agreement shall become effective upon approval by the Florida Public Service Commission and shall have no force or effect until then or thereafter if not approved by the Commission.

DATED this ____ day of May, 2005.



Shawn M. Lewis, President/CEO
Volo Communications, Inc.



ALLTEL FLORIDA, INC.