

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: )  
 )  
Petition to Establish Generic Docket to ) Docket No. 041269-TP  
Consider Amendments to Interconnection )  
Agreements Resulting from Changes of Law )  
\_\_\_\_\_ )

**CORRECTED**

**DIRECT TESTIMONY**

**OF**

**STEVE BROWNORTH**

**On Behalf of**

ITC^DeltaCom Communications, Inc.

August 19, 2005

DOCUMENT NUMBER-DATE

08089 AUG 19 05

FPSC-COMMISSION CLERK

1 **Q: PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 A: My name is Steve Brownworth. I'm the Vice President of Systems  
3 Planning for ITC^DeltaCom Communications, Inc. My business address is  
4 1791 O.G. Skinner Drive, West Point, Georgia 31833.

5  
6 **Q: PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND  
7 BACKGROUND.**

8 A: I received a bachelor's degree with a major in Quantitative Methods from  
9 the University of Illinois – Chicago in 1982. I have over 20 years of  
10 telecommunications experience. My experience primarily lies in the  
11 design and deployment of IXC and CLEC architecture.

12  
13 I am responsible for the network architecture of the local and long-  
14 distance voice network, data network (ATM/Frame/IP) and our fiber optic  
15 transport network. In my role at ITC^DeltaCom, I've assisted other  
16 companies in their initial network design and configurations including  
17 SoLinc, PowerTel and Mindspring. These responsibilities include off-net  
18 vendor management, the negotiation of contracts with ITC^DeltaCom's  
19 IXC and CAP providers and determining how to best utilize the facilities  
20 offered in the interconnection agreement in the ITC^DeltaCom network.

21  
22 Prior to joining ITC^DeltaCom, I spent five years, 1989-1994, with MCI as  
23 Sr. Manager, Network Design, managing strategic designs of their SONET

1 transmission deployment, real-time restoration and reliability plans,  
2 dynamic switch routing and capital cost justifications. Prior to MCI, from  
3 1982 to 1989, I held management positions with Telecom\*USA,  
4 SouthernNet and Telesphere, in switch network design, traffic  
5 engineering, line cost, and provisioning.

6  
7 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

8 A: Yes.

9  
10 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A: The purpose of my testimony is to direct the Commission's attention to  
12 those issues that are critical to DeltaCom's ability to comply with the TRO  
13 and TRRO orders while still providing cost efficient telecommunications  
14 services to consumers in Florida.

15  
16 **Q: WHAT ISSUES ARE CRITICAL TO DELTACOM?**

17 A: (Issue 11) or in DeltaCom's Petition for Mediation and Dispute Resolution  
18 this is Issue 2. My company has proposed a proprietary solution and has  
19 asked the Commission to mediate the issue, specifically as presented by  
20 DeltaCom. We have existing UNE high capacity loops and transport  
21 which are used to serve consumers in Florida including state and local  
22 governments as well as private industry. As more fully described in Mr.  
23 Watt's testimony, DeltaCom has sought for some time an arrangement

1           whereby DeltaCom could begin moving existing UNE high capacity loops  
2           and transport away from BellSouth to a third party provider rather than  
3           waiting until the generic change of law case is concluded. BellSouth has  
4           refused to negotiate such an arrangement. BellSouth has not only been  
5           unwilling to negotiate such an interim arrangement, but it also has raised  
6           barriers to discourage DeltaCom from moving such facilities.

7  
8           BellSouth has not been willing to consider a reasonable non-recurring  
9           charge for the disconnection of the high capacity loop or transport from  
10          BellSouth's equipment in the central office to a third parties' equipment in  
11          that same central office. In negotiations with BellSouth, its representatives  
12          claimed that the non-recurring charge applicable to such changes is  
13          contained in BellSouth's access tariff. Applying BellSouth's tariffed non-  
14          recurring charges to the migration of high capacity transport or loops from  
15          BellSouth to a third party provider results in a windfall to BellSouth.  
16          BellSouth will be compensated for work that is not performed. As noted in  
17          the attached diagrams (Exhibit SB-1), DeltaCom seeks to migrate existing  
18          facilities away from BellSouth to a third party provider where possible. The  
19          work performed in this scenario is within the central office and no premise  
20          visit to the end user is required. Thus, the CLEC to CLEC conversion  
21          charge which is currently contained in a large number of BellSouth's  
22          interconnection agreements is the appropriate non-recurring charge:  
23          **USOC UREWO \$101.07 (first NRC) \$ 43.04 (second NRC).**

1 Given that we are forced to migrate these services due to a regulatory  
2 change, it is highly inappropriate for BellSouth to be permitted to assess a  
3 full installation or disconnection non-recurring charge as though a new  
4 high capacity loop or transport was installed when in fact we are simply  
5 reconnecting existing BellSouth facilities (e.g. a DS1 loop) to a third party  
6 provider (e.g. a transport provider) in the same central office.

7 BellSouth offers a "Rearrangement Fee" that appears to apply to  
8 the connection of a loop or combination to another carrier's transport.  
9 BellSouth's description of a "Rearrangement" states that if there is a  
10 change in CFA a Rearrangement fee applies. In the past, BellSouth has  
11 applied a very narrow definition of "Change in CFA". BellSouth's definition  
12 of a "Change in CFA" generally means a rewiring of a DS1 connection  
13 within the same ACTL (or in layman's terms a change for the same  
14 company) as opposed to changes whereby DeltaCom could rewire the  
15 DS1 connection in that Central Office to a third party. For example, a  
16 Change of CFA as defined by BellSouth may not even cover moving DS1s  
17 within the same collocation. Worse, this rearrangement fee would not  
18 apply when DeltaCom moves a DS1 loop off of BellSouth multiplexing  
19 equipment to a DeltaCom collocation site in that same BellSouth central  
20 office. BellSouth's position is that the DS1 loop has to be disconnected  
21 and then reconnected at full FCC tariffed non-recurring charges.

22  
23 Reconnection of a facility from BellSouth to a collocation site is treated as

1 a disconnection of one service and establishment of a new service even  
2 though the loop to the end user did not change.

3  
4 Again, DeltaCom seeks a non-recurring charge that fits the work activities  
5 to be performed and does not allow BellSouth excessive recovery. The  
6 CLEC to CLEC non-recurring charge most closely fits the type of charge  
7 that should be applied in this migration.

8  
9 **Q: DOES DELTACOM SEEK TO START MOVING EMBEDDED**  
10 **FACILITIES IN AREAS BELLSOUTH HAS DESIGNATED AS NON-**  
11 **IMPAIRED WHERE AN ALTERNATIVE PROVIDER IS AVAILABLE?**

12 **A:** Yes. We have worked in good faith with BellSouth on transitional  
13 language, but we need immediate relief and assistance in moving off the  
14 BellSouth UNE network now, not after BellSouth converts the loops and  
15 transport from UNEs to FCC special access tariffed services or  
16 disconnects the service.

17  
18 It is no surprise BellSouth is refuses to negotiate an interim solution.  
19 BellSouth is in a no-lose situation. If a CLEC wants to move off the  
20 BellSouth network, without commingling language, we have to install new  
21 services from the end-user customer to a collocation arrangement. We  
22 also have to pay full non-recurring charges. The end result is that both  
23 DeltaCom and BellSouth duplicate resources and efforts to re-install a

1 service to an end-user that hasn't asked for any changes and does not  
2 require any changes to their service. BellSouth can delay cooperation and  
3 convert the existing month-to-month UNEs to higher cost FCC tariffed  
4 circuits with multi-year commitments. It is clear to me from my negotiations  
5 with BellSouth that BellSouth is very willing to move a CLEC from UNE to  
6 FCC special access services and is very unwilling to work with a CLEC to  
7 move from UNE to a third party provider.

8  
9 **Q: BELLSOUTH REQUESTED IN THE NEGOTIATIONS FOR A**  
10 **SPREADSHEET BY DECEMBER 9, 2005 IDENTIFYING THE**  
11 **EMBEDDED BASE OF DS1 AND DS3 LOOPS TO BE CONVERTED.**  
12 **WHAT IS DELTACOM'S POSITION?**

13 A: DeltaCom has tried unsuccessfully to reach terms with BellSouth whereby  
14 DeltaCom could begin moving away from BellSouth facilities as soon as  
15 possible. What BellSouth does not tell this Commission is that what it  
16 really wants is to lock CLECs into long-term volume agreements for FCC  
17 special access services such that CLECs won't buy facilities from third  
18 parties. BellSouth has not offered DeltaCom a 271 rate for loops and  
19 transport. So far, BellSouth has only offered its existing FCC access  
20 tariffs. By refusing to negotiate an interim arrangement, BellSouth knows  
21 that those CLECs will be concerned that they will be caught with extremely  
22 high month to month special access rates as of March 11, 2006, and  
23 therefore will be forced into signing a volume/term agreement that

1 effectively prevents the CLEC from moving to another provider.

2  
3 **Q: IF DELTACOM HAD A REASONABLE NRC FOR THE MIGRATION OF**  
4 **HIGH CAPACITY LOOPS AND TRANSPORT AND AN ALTERNATIVE**  
5 **PROVIDER WAS AVAILABLE, WOULD DELTACOM SUBMIT ORDERS**  
6 **TO MIGRATE TOMORROW?**

7 A: Yes. DeltaCom has no intention or desire to wait until March 11, 2006 to  
8 submit orders to migrate to a third party provider. DeltaCom has very little  
9 confidence that Bellsouth would work the orders in a timely manner  
10 without customer outages. However, BellSouth has adamantly refused to  
11 negotiate an interim arrangement with DeltaCom (even one subject to  
12 true-up) whereby DeltaCom could begin (even before December of 2005)  
13 to move high capacity loops and transport off of BellSouth. BellSouth  
14 negotiators state that BellSouth won't negotiate "piecemeal" meaning  
15 either DeltaCom must sign BellSouth's template language for TRO/TRRO  
16 or DeltaCom can pay full FCC non-recurring tariffed charges to migrate  
17 these facilities as though an entirely new facility is being installed.

18  
19 **Q: HAS BELLSOUTH MADE ANY EFFORT TO ASSIST DELTACOM IN**  
20 **MIGRATING UNE FACILITIES TO A THIRD PARTY PROVIDER?**

21 A: No. ITC^DeltaCom has yet to see BellSouth make an attempt of  
22 seamlessly transitioning our end-user customers served via high capacity  
23 loops and transport. Ms. Conquest addresses the issues related to bulk



1 migration of UNE-P to UNE-L. Today, ITC^DeltaCom continues to  
2 transition customers via the establishment of a totally new DS1 service  
3 and a disconnection of the old DS1 service to the customer premise. Our  
4 BellSouth account team's response to this has been we want you to stay  
5 on the BellSouth network, at the full tariffed special access FCC rates.  
6 BellSouth is willing to work on processes to move UNEs to the higher FCC  
7 tariffed access rates but has been uncooperative in assisting us in moving  
8 customers to the other options available to us (i.e. our own collocation or  
9 that of another carrier).

10  
11 Without Commission intervention, based on our experience, we fully  
12 expect complete lack of cooperation from any organization within  
13 BellSouth in the migration of our end-users to anything but the higher cost  
14 FCC tariffed rates before March 10, 2006.

15  
16 **Q: SERVICE ELIGIBILITY CRITERIA FOR EELS. WHAT CONCERNS**  
17 **DOES DELTACOM HAVE REGARDING BELL SOUTH'S PROPOSED**  
18 **LANGUAGE?**

19 A: DeltaCom's proposed language regarding the service eligibility criteria for  
20 EELs is contained in EXHIBIT SB-2 which highlights that the collocation  
21 test can be satisfied by a reverse collocation site. Paragraph 605 of the  
22 TRO states: " a requesting carrier satisfies this prong through reverse  
23 collocation" and for purposes of this test, "we adopt SNiP LiNK's definition

1 of all mutually-agreeable interconnection methodologies.” As this  
2 Commission is aware, from its consideration in the DeltaCom/BellSouth  
3 arbitration (Issue 47), DeltaCom has reverse collocation sites with  
4 BellSouth. Thirty of those reverse collocation sites are listed in Attachment  
5 3 of the approved interconnection agreement. On July 26, 2005,  
6 BellSouth stated that it would not permit DeltaCom to use existing reverse  
7 collocation sites to meet this prong for purposes of service eligibility.  
8 Exhibit SB-1 outlines the configuration that DeltaCom seeks for EELs that  
9 are established through reverse collocation. (See Diagrams 3a and 3b).

10  
11 **Q: WHAT LANGUAGE DOES DELTACOM PROPOSE FOR EELS?**

12 **A:** Exhibit SB-2 contains DeltaCom’s proposed language which was provided  
13 to BellSouth during the negotiations.

14  
15 DeltaCom has also provided to BellSouth diagrams and a description of  
16 the loop and/or transport configurations it seeks. The documentation  
17 provided to BellSouth is attached as confidential Exhibit SB-1 to this  
18 Petition. BellSouth has not provided a written response. I have updated  
19 the diagrams in response to questions raised by BellSouth from our July  
20 26<sup>th</sup> meeting with them. The revised diagrams were provided to BellSouth  
21 on August 5<sup>th</sup>.

22  
23 DeltaCom has included language that incorporates the TRO provisions on

1 EELs. DeltaCom has requested information on how to order under the  
2 new TRO provisions. Because DeltaCom has not been able to place  
3 orders for EELs under the new TRO Service Eligibility Criteria, DeltaCom  
4 is not able to raise any issues or concerns regarding BellSouth's  
5 implementation of these requirements. For example, BellSouth currently  
6 has several reverse collocations with DeltaCom (See Attachment 3 of the  
7 parties current Agreement). These sites should qualify as a "reverse  
8 collocation" as outlined by the FCC in the TRO.

9  
10 **Q: WHAT OTHER CRITICAL MATTERS MUST BE ADDRESSED FOR**  
11 **DELTACOM TO COMPLY WITH THE TRO/TRRO REQUIREMENTS?**

12 A: DeltaCom has commingling language in its existing Georgia  
13 interconnection agreement but unfortunately has not been able to include  
14 the same language in its Florida interconnection agreement. Commingling  
15 is important because DeltaCom cannot convert existing UNE circuits to a  
16 mixture of UNE and wholesale/commercial services. Nor can DeltaCom  
17 place orders today for new customers with a combination of UNE and  
18 wholesale services.

19  
20 **Q: IS THERE ANY OTHER PROBLEMS WITH MIGRATING HIGH**  
21 **CAPACITY LOOPS AND TRANSPORT?**

22 A: Yes. This Commission may recall from my testimony in the DeltaCom arbitration  
23 a situation I described where another CLEC sought to place orders to a third

1 party collocation site. BellSouth rejected the orders saying that the CLEC had to  
2 order special access not UNEs. BellSouth and DeltaCom ultimately settled Issue  
3 11(b) from our arbitration case. At least we thought so at the time. BellSouth  
4 agreed to accept a Letter of Authorization (LOA). When DeltaCom tried to use  
5 the LOA process to order UNEs to another carrier's collocation site, BellSouth  
6 rejected the orders saying that each and every order has to be accompanied by a  
7 signed LOA. The problem with BellSouth's position is covered in DeltaCom's  
8 Petition for Mediation and Dispute Resolution at Issue 3 (Delivery of UNEs to  
9 Third Party Collocation Site)

10  
11 Providing a separately signed LOA for each order to the same collocation  
12 is unduly burdensome and will prohibit CLECs from utilizing electronic  
13 delivery of orders. Frankly, BellSouth's position on this issue is incredible.  
14 A blanket LOA accomplishes the same purpose and does not create  
15 unreasonable administrative burdens. Language relating to this issue that  
16 should be included in the Agreement can be found at Exhibit SB-2.

17  
18 **Q: DOES THE TRO REQUIRE BELL SOUTH TO PROVIDE NARROWBAND**  
19 **SERVICES OVER IDLC LOOPS? IF OTHER ILECS HAVE IDENTIFIED**  
20 **MEANS BY WHICH TO OFFER UNBUNDLED LOOPS CONVERTED**  
21 **FROM IDLC WITHOUT ADDITIONAL ANALOG TO DIGITAL**  
22 **CONVERSIONS, DOES BELL SOUTH RETAIN THE BURDEN OF**  
23 **OFFERING THE SAME METHODS?**

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A: ITC^DeltaCom included in its arbitration an issue relating to conversions of IDLC loops to unbundled loops wherein the loop provided would not be capable of fax, modem or dial up services. The parties negotiated language that, at the time, captured what BellSouth claimed to be the only identified technically feasible methods of providing the unbundled loop. In reviewing pleadings related to the TRO, ITC^DeltaCom discovered some carriers (including ILECs) filed comments that appear to indicate that this problem has a technical solution and that some manufacturers have redesigned equipment to address the issue. Language covering this issue is at Exhibit SB-2.

**Q: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN UNBUNDLED LOOP USING IDLC TECHNOLOGY TO ITC^DELTACOM THAT WILL ALLOW ITC^DELTACOM TO PROVIDE CONSUMERS THE SAME QUALITY OF SERVICE AS THAT OFFERED BY BELLSOUTH TO ITS CUSTOMERS?**

A: Yes. IDLC is very important to ITC^DeltaCom now that UNE-P is no longer available. It is imperative that ITC^DeltaCom be able to order a local loop on behalf of the end user customer and that local loop should receive the same quality of service that BellSouth currently offers that same customer. In other words, BellSouth should not provide a degraded local loop to ITC^DeltaCom. By having access to IDLC technology or ensuring that there are no additional analog to digital (A to D) conversions,

1 the end user consumer will be assured, when they move from one carrier  
2 to another, that they will have the same quality local loop.

3  
4 **Q: WHY IS THE ANALOG TO DIGITAL (A TO D) CONVERSION CONCEPT**  
5 **IMPORTANT?**

6 A: Additional A to D conversions cause problems associated with quality  
7 voice call, fax, and dial-up internet services. BellSouth's position seems to  
8 be that if the loop meets the minimum voice grade standards for the  
9 customer, regardless of quality of the local loop pre-conversion, it has met  
10 its obligations to ITC^DeltaCom. However, the customer perceives and  
11 experiences a degradation in service. Customers' typical experiences in  
12 this regard include problems with modem speed on dial-up internet/data  
13 services, fax, noise/static on the line and other quality issues.

14 It is important for the customer to receive the same level of service and  
15 quality on the loop with BellSouth as with ITC^DeltaCom. The manner in  
16 which BellSouth designs and manages the local network with respect to  
17 CLECs does not allow parity at the customer level.

18  
19 **Q: DOES THE TRO APPEAR TO ADDRESS THIS ISSUE?**

20 A: Yes. Footnote 855 of the TRO states that Telcordia has set forth means  
21 by which ILECs can provide unbundled loops to CLEC over DLC systems  
22 and that telecom manufacturers have designed equipment to take into  
23 account the regulatory obligations. In the recent negotiations for a

1 TRO/TRRO amendment, DeltaCom asked whether BellSouth has  
2 identified additional means by which a IDLC loop can be unbundled  
3 without additional A to D conversions? BellSouth has not responded.  
4

5 **Q: WHAT DO YOU SEEK FROM THIS COMMISSION?**

6 A: I am asking this Commission to adopt an interim non-recurring charge as I  
7 proposed earlier for the migration of high capacity loops and transport to  
8 third party providers. The Commission should define rearrangements,  
9 including the uncombining of loop and transport elements, as any rewiring  
10 within the central office that does not require outside dispatch of BellSouth  
11 resources to the end user customer.  
12

13 The Commission should instruct BellSouth to make the migration of these  
14 non 251 elements and the commingling of wholesale and UNE services to  
15 be as simple as possible. At this point, BellSouth has not assigned or  
16 given direction to either the BellSouth account team or other BellSouth  
17 personnel the project of working with DeltaCom to move off the BellSouth  
18 UNE network to an alternative provider as described in my testimony and  
19 as illustrated in my diagrams (Exhibit SB-1).  
20

21 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

22 A: Yes.  
23

UNE & FCC Commingling Diagram #1A

REDACTED COPY OF EXHIBIT

ORIGINAL CONFIDENTIAL EXHIBIT IS FILED UNDER SEAL



**UNE & FCC Commingling Diagram #1B**

**UNE & FCC Commingling Diagram #2A**

**UNE & FCC Commingling Diagram #2B**

# UNE & FCC Commingling Diagram #3A

Docket No. 041269-TP  
ITC^DELTACOM  
Exhibit No. \_\_\_\_\_ (SB-1)  
Page 5 of 10

**UNE & FCC Commingling Diagram #3B**

**UNE & FCC Commingling Diagram #4A**

**UNE & FCC Commingling Diagram #4B**

DESCRIPTIONS OF DIAGRAMS  
1A, 1B, 2A, 2B, 3A, 3B, 4A AND 4B

Diagram 1A:

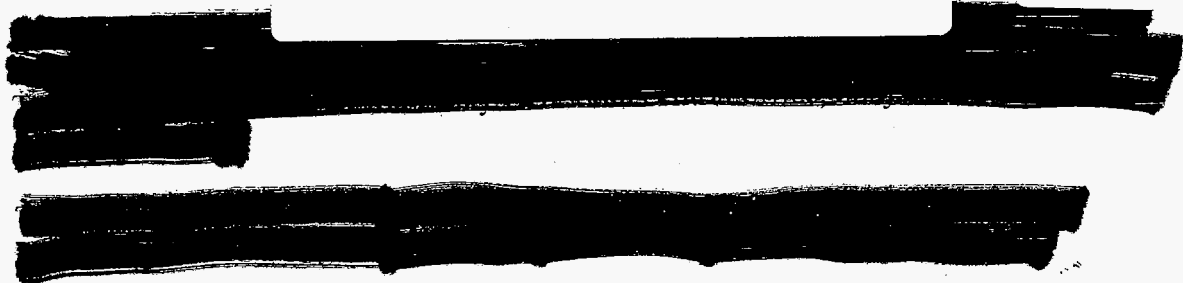
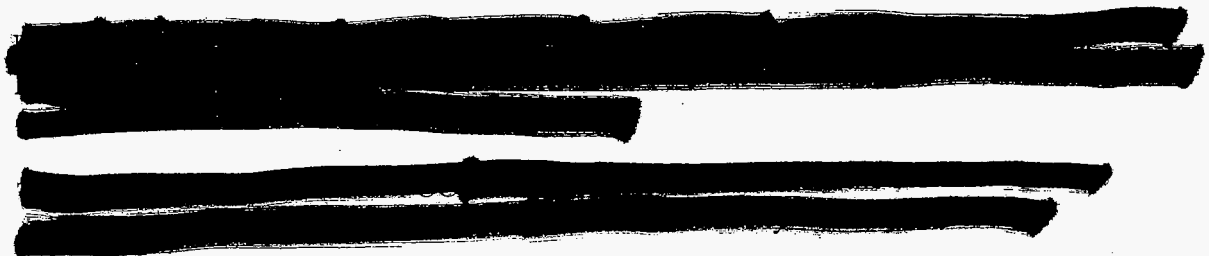
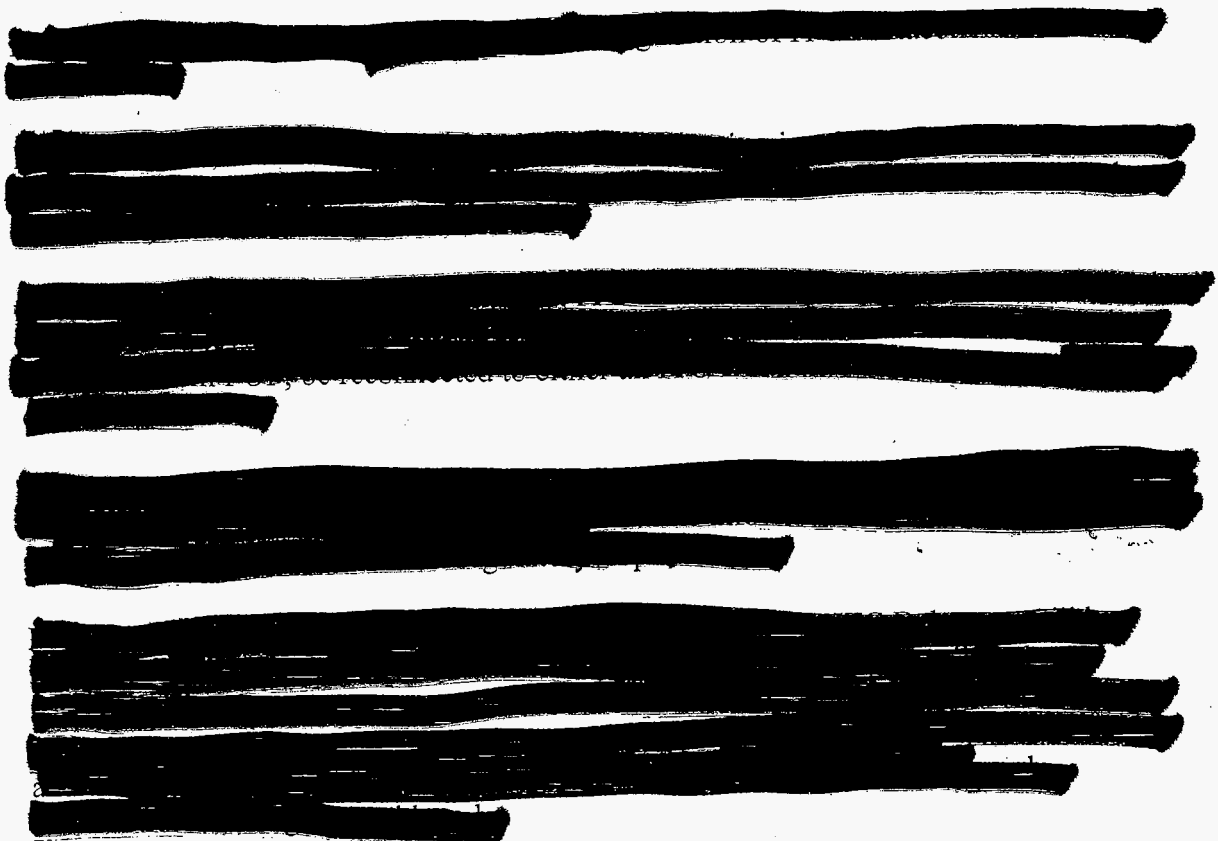


Diagram 1B:

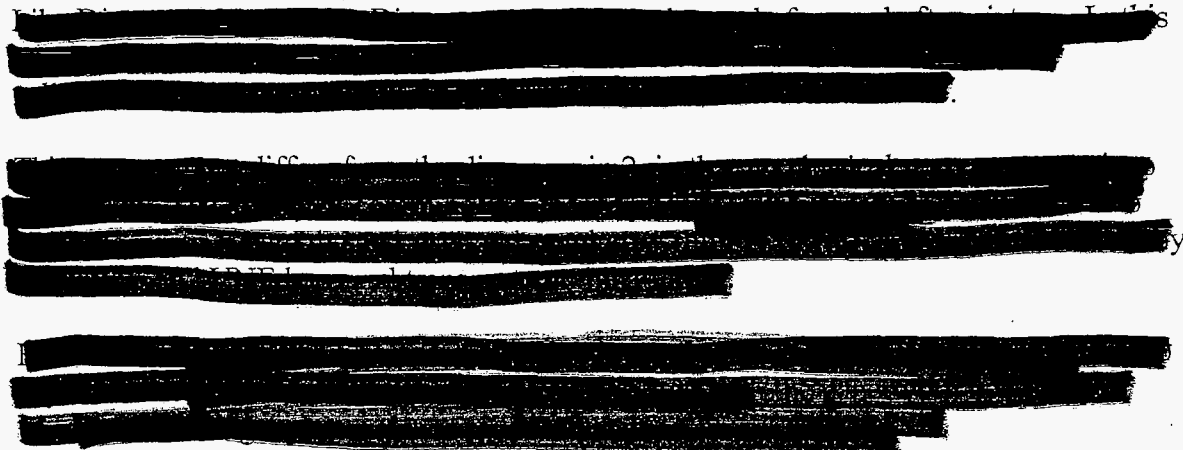


Diagrams (2A and 2B):





Diagrams 3A and 3B:



Diagrams 4A and 4B:



ITC^DELTACOM  
PROPOSED AGREEMENT LANGUAGE

*Cross Connect/Rearrangement Fee Issue*

[REDACTED]

*Blanket LOA Issue*

[REDACTED]

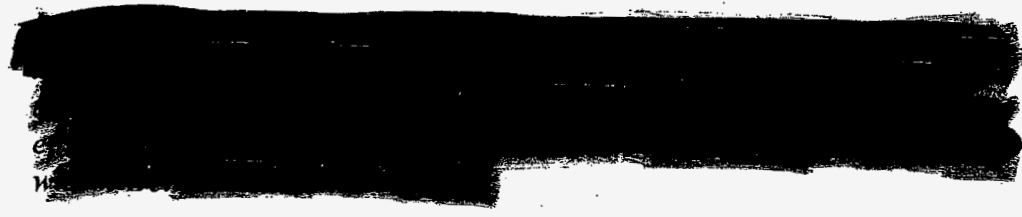
*IDLC Loops*

[REDACTED]

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*EELS*



## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served upon the following this 19th day of August, 2005, by U.S. Mail:

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