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April 24, 2007

VIA FACSIMILE AND CERTIFIED
MAIL - RETURN RECEIPT REQUESTED

Mrs. Ann Cole
Florida Public Service Commission
Division of the Commission Clerk
& Administrative Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED FPSC
07 APR 27 PM 1:57
COMMISSION
CLERK

Re: The Whitney - 410 Evernia Street, West Palm Beach, Florida

070000

Dear Mrs. Cole:

The letter dated April 19, 2007 from Nancy Sims OF AT&T Florida (formerly known as BellSouth) was forwarded to us for a response as counsel to the building owner.

The condominium documents prepared by our office list BellSouth as the provider of telephone service for the building. It was always intended that such service would be provided by BellSouth. To that end, BellSouth was provided with site plans for the installation of appropriate equipment. Their field representative, when this matter was discussed, indicated that the conduit, support structures and wiring that the developer intended to install were sufficient for BellSouth's use. Based in part on that information, the developer installed such conduit, support structures and wiring at its expense. This conduit, support structures and wiring are currently available for BellSouth's use.

BellSouth never indicated that there was any issue in furnishing service until our client was asked to provide an affidavit that there would be no other providers of communications services for the building. Only when our client indicated that they could not provide such an affidavit because they had executed a contract with a cable provider, did BellSouth invent reasons for not providing its service. The only action presently required of BellSouth is to initiate service. The cable company understands that the conduits are not exclusive for the provision of cable television services but can be utilized, and are intended to be utilized, by BellSouth to furnish telephone service.

The developer has never informed AT&T Florida that it cannot install its cable to each resident's unit, which cable is necessary to provide AT&T Florida service to the unit. Nor has AT&T Florida been advised that the conduit the developer is placing from the telecommunications rooms on various floors to each unit will be for the sole use of the cable provider with which the developer has contracted. Dedicated wiring for telephone service has been installed in the building and to each unit and is available to AT&T Florida/BellSouth.

DOCUMENT NUMBER-DATE

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The developer has not taken any action set forth in Section 364.025(6)(b). Specifically, the developer has not:

1. permitted only one communications service provider to install its communications service-related facilities or equipment, to the exclusion of the local exchange telecommunications company, during the construction phase of the property;

2. accepted or agreed to accept incentives or rewards from a communications service provider that are contingent upon the provision of any or all communications services by one or more communications service providers to the exclusion of the local exchange telecommunications company;

3. collected from the occupants or residents of the property charges for the provision of any communications service, provided by a communications service provider other than the local exchange telecommunications company, to the occupants or residents in any manner, including, but not limited to, collection through rent, fees, or dues; or

4. entered into an agreement with the communications service provider which grants incentives or rewards to such owner or developer contingent upon restriction or limitation of the local exchange telecommunications company's access to the property.

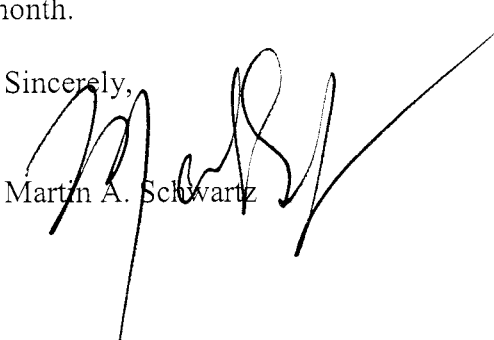
Therefore, BellSouth or AT&T Florida is obligated by 364.025, Florida Statutes, to serve as the carrier of last resort and to provide basic local telecommunications service to any customer who so requests such service in this condominium building.

The condominium documents promised the purchasers that they would have BellSouth service. We believe BellSouth is refusing to offer telephone service in the building because it cannot offer bundled services. We believe that these acts are intended to restrict an owner's right to choose providers for services other than telephone services and are intended to restrict competition. We anticipate potential claims by purchasers of condominium units when they are unable to utilize BellSouth services.

As a condominium lawyer, I have spoken with others in the field. The refusal of AT&T/BellSouth to furnish service to our client's building is not unique to our project. It represents an attempt by AT&T/BellSouth to freeze out competition in non-telephone related services. We hope that their letter will be viewed for what it is, a tissue of fabrication to mask an anticompetitive policy. We request an order immediately forcing AT&T to furnish service before our client's building is ready for occupancy in the next month.

Sincerely,

Martin A. Schwartz



MAS/cl

cc: Enrique Dillon
Luke Charlton
Ricardo Djmal
Nancy Sims