Ruth Nettles

From: Cooper, Roberta G [EQ] [Roberta.G.Cooper@Embarq.com]
Sent: Friday, December 21, 2007 3:47 PM
To: Filings@psc.state.fl.us
Cc: Susan Masterton
Subject: Correction to Embarq's Motion to Dismiss (page 3 only) 070699-TP
Attachments: Correction Letter to FPSC re 070699 Motion to Dismiss 12-21-07 corrected page 3.pdf

Filed on Behalf of: **Susan S. Masterton**
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Docket No. **070699-TP**

Title of filing: ***Correction to*** **Motion to Dismiss (page 3 only)**

Filed on behalf of: **Embarq Florida, Inc.**

No of pages: *3*

Description: ***Correction to Page 3 of*** **Embarq Florida Inc.'s Motion to Dismiss Intrado Communications Inc.'s Petition for Arbitration**

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FILED ELECTRONICALLY

December 21, 2007

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No.: 070699-TP

Dear Ms. Cole:

Enclosed please find a corrected page 3 of Embarq Florida, Inc.'s Motion to Dismiss Intrado Communications Inc.'s Petition for Arbitration filed on December 17, 2007 in the above referenced docket matter. Embarq inadvertently referenced itself instead of Intrado in footnote 3 of the Motion to Dismiss.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at (850) 599-1560.

Sincerely,

s/Susan S. Masterton
Susan S. Masterton

Enclosure

Susan S. Masterton
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CERTIFICATE OF SERVICE
DOCKET NO. 070699-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. Mail this 21st day of December, 2007 to the following:

Florida Public Service Commission
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s/Susan S. Masterton
Susan S. Masterton

negotiations under the Act, Intrado's delay in contacting Embarq deprived both parties of the ability to engage in meaningful negotiations.[2]

As Intrado admits, it did not submit its first mark-up to Embarq's standard agreement until September 23 – after its first meeting with Embarq and fully 120 days after Intrado initiated negotiations. (See, Attachment 6 to Intrado's Petition) And, as Intrado admits, this mark-up was only a partial mark-up, addressing only a few sections of the agreement. The only other specific changes proposed by Intrado were included in a subsequent draft provided to Embarq on October 8, 2007. (See, Attachment 8 to Intrado's Petition) These two mark-ups combined addressed only approximately 9 of the 34 issues raised in Intrado's Petition. Intrado acknowledges in footnote 29 of its Petition that the mark-up of the interconnection agreement submitted with the Petition includes additional issues that Intrado never presented to Embarq. What Intrado fails to say is that the additional issues represent the vast majority of what Intrado now represents to be "unresolved."[3] Of course, the issues could not be resolved if they were never raised for Embarq's consideration.

On the other hand, contrary to Intrado's implications in its Petition and as the facts set forth in Intrado's Petition demonstrate, Embarq acted entirely in good faith in responding to the few issues Intrado did raise for Embarq's consideration. Upon receiving Intrado's initial request to negotiate an interconnection agreement under §251(c), Embarq promptly provided a template

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[2] As an ILEC, Embarq has numerous requests to negotiate for agreements within its 18 state territory outstanding at any given time. Many times, after the initial request, the CLEC never contacts Embarq again and actual negotiations are never commenced. It is reasonable that the burden of diligently pursuing negotiations should rest with the requesting carrier, rather than Embarq.

[3] Attachment 1contains a Matrix identifying each of the redlines proposed by Intrado by the affected section of the Agreement. Of the approximately 155 redlines Embarq identified in the Nov. 27, 2007 draft of the interconnection agreement, at least 130 were not included in the draft interconnection agreements Intrado provided to Embarq prior to filing the arbitration.