

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NUMBER 080631-TP

DIRECT TESTIMONY OF EDUARDO MALDONADO

ON BEHALF OF DSL INTERNET CORPORATION

OCTOBER 6, 2009

RECEIVED-FPSC  
09 OCT -7 PM 2:08  
COMMISSION  
CLERK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**Q. PLEASE STATE YOUR NAME AND ADDRESS.**

A. My name is Eduardo Maldonado, and my business address is 815 N.W. 57th Avenue, 3rd Floor, Miami, Florida 33126.

**Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?**

A. I am currently employed by DSL Internet Corporation ("DSLi") as the Vice-President of Administration.

**Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?**

A. As the Vice-President of Administration, my responsibilities include overseeing all operations and administration of DSLi, including the oversight of legal and regulatory matters. In this regard, my responsibilities include all matters regarding the rules and regulations governing telecommunications carriers as they relate to Federal and State regulatory authorities such as the Florida Public Service Commission ("FPSC") and the Federal Communications Commission ("FCC"). Additionally, I am responsible for assuring, to the extent

COM 5  
ECR  
GCL I  
OPC  
RCP  
SSC 23  
SGA  
ADM  
CLK I

DOCUMENT NUMBER-DATE  
10357 OCT-7 8  
FPSC-COMMISSION CLERK

1 possible, the performance of both DSLi and AT&T to and with the parties'  
2 agreements and amendments thereto. I also oversee maintaining DSLi's  
3 regulatory good standing and the necessary licenses and authorities to do  
4 business as a telecommunications carrier; and am responsible for DSLi's contact  
5 with the FPSC for all regulatory matters. Prior to this position, I worked at other  
6 positions in CLECs (as described below) which involved both the resale of local  
7 services and the provision of facilities-based local and long-distance  
8 telecommunications services to both residential and business customers. As  
9 part of my past and current duties and experiences, I have researched numerous  
10 FCC rulings, state commission opinions and orders, as well as orders and  
11 opinions from public legal proceedings regarding requirements and  
12 responsibilities of ILECs (and more particularly as they relate to DSLi's  
13 interconnection agreements). I am familiar with many of the facts and each of  
14 the issues set forth in this proceeding and I am competent to provide testimony  
15 on all the issues in this proceeding. My current responsibilities at DSLi also  
16 include those responsibilities enumerated below in discussing my background  
17 and experience.

18

19

20 **Q. PLEASE PROVIDE SOME BRIEF INFORMATION ON YOUR**  
21 **BACKGROUND AND EXPERIENCE.**

22 A. In 2000, I graduated from William Woods University in Fulton, Missouri with a  
23 Bachelor of Science degree in International Business Administration. Thereafter,

1 I began working at IDS Telcom LLC ("IDS") in Miami, Florida as an Assistant  
2 Product Manager. While working at IDS, in 2003 I received a Master of Business  
3 Administration in International Business from St. Thomas University in Miami,  
4 Florida. As an Assistant Product Manager at IDS from 2000 to 2002, I was  
5 responsible creating marketing plans for new telecommunications products and  
6 services, for researching and evaluating the competitive environment and the  
7 profitability of new telecommunications products and for establishing the pricing  
8 of such products. From 2002 to 2003, I worked as a Product Manager at IDS  
9 and expanded my previous responsibilities as an Assistant Product Manager to  
10 include marketing campaigns, brand awareness and the use of new marketing  
11 channels, dealing with state and federal regulators to assure IDS' compliance  
12 with the applicable telecommunications laws and regulations and the appropriate  
13 provisioning of services within the legal requirements, the analysis of industry  
14 and regulatory trends, the economic analysis and feasibility of network projects  
15 and expansion. In 2003, I left IDS and began working as the Director of  
16 Operations at DSLi. As the Director of Operations at DSLi, I was responsible for  
17 many of the same duties I had at IDS and in addition to those duties I was also  
18 responsible for negotiating and implementing agreements with ILEC, CLECs and  
19 other providers of telecommunications equipment and services and acting as the  
20 liaison to such providers; for controlling and reducing network and operational  
21 costs; provisioning telecommunications services and supporting technical  
22 services, billing, customer service, marketing and credit/collections. I was also  
23 responsible for researching and keeping DSLi abreast with the regulatory and

1 legal environment and for assuring DSLi's compliance with all jurisdictional and  
2 regulatory obligations and requirements. I was the Director of Operations at  
3 DSLi from 2003 through 2006. From late 2006 until recently, I was the Vice-  
4 President of Operations at DSLi. As the Vice-President of Operations I increased  
5 my previously responsibilities as Director of Operations to include being  
6 responsible for all operations of DSLi and acting as the liaison with outside legal  
7 counsel on all legal matters of the company. Recently, I was promoted to Vice-  
8 President of Administration at DSLi and have retained all of my previous  
9 responsibilities together greater administrative oversight of DSLi and those  
10 responsibilities enumerated above in discussing my current position at DSLi.

11

12

13 **Q. HAVE YOU TESTIFIED PREVIOUSLY ON TELECOMMUNICATIONS**  
14 **ISSUES BEFORE ANY REGULATORY BODY?**

15 A. No.

16

17

18 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

19 A. The purpose of my testimony is set forth DSLi's position regarding each of the  
20 issues in this docket. I have both general and specific knowledge of the facts  
21 and issues underlying the dispute in this docket.

22

23

1 Q. PLEASE PROVIDE THE COMMISSION A FACTUAL TIME-LINE AND  
2 BACKGROUND OF THIS DISPUTE OVER AT&T'S BACKBILLING OF  
3 \$188,820.59?

4 A. In 2003, DSLi and AT&T's predecessor BellSouth Telecommunications Inc.  
5 ("AT&T") entered into an Interconnection Agreement, dated July 4, 2003 (2003  
6 ICA). The 2003 ICA dealt with DSLI's access to the AT&T network and network  
7 elements under Sections 251 and 252 of the Telecommunications Act.  
8 Paragraph 18 of the 2003 ICA stated in pertinent part that: "[T]his Agreement  
9 shall be governed by and construed in accordance with federal and state  
10 substantive telecommunications law, including rules and regulations of the FCC  
11 and appropriate Commission." Paragraph 29 of the 2003 ICA contained a  
12 provision dealing with the true-up of Section 251 network elements, whose rates  
13 were expressly interim at that time, but which later might become final as a result  
14 of a Commission cost-studies order. Attachment 7 to the 2003 ICA provided for  
15 billing arrangements between the parties and included a Section 2 on Billing  
16 Disputes which in part provided that disputes shall be submitted on AT&T's  
17 Billing Adjustment Request ("BAR") Form. The 2003 ICA also contained rates for  
18 unbundled network elements in the state of Florida. The 2003 ICA was effective  
19 for a period of three years, subject to an extension for re-negotiating a new ICA  
20 upon expiration. Relevant portions of the 2003 ICA are attached to my testimony  
21 as Exhibit EM-1.

22 On February 4, 2005, the FCC released its Triennial Review Remand  
23 Order (TRRO) in CC Docket No. 01-338 (Order No. FCC 04-290) eliminating

1 mass market switching and various other network elements such as high  
2 capacity loops (i.e. DS1 and DS3) in certain wire centers. In particular, effective  
3 March 11, 2005, AT&T was no longer obligated to provide DSLi new DS1 loops  
4 to any location served by a wire center containing 60,000 or more business lines  
5 and four (4) or more fiber-based collocators; and new DS3 loops to any location  
6 served by a wire center containing 38,000 or more business lines and four (4) or  
7 more fiber-based collocators. With respect to dedicated transport, as of March  
8 11, 2005 AT&T was no longer obligated to provide DSLi new dedicated DS1  
9 transport on routes where both wire centers contain 38,000 or more business  
10 lines or four (4) or more fiber-based collocators; new dedicated DS3 transport on  
11 routes where both wire centers contain 24,000 or more business lines or three  
12 (3) or more fiber-based collocators. For loops and dedicated transport in service  
13 as of March 11, 2005 (i.e. "Embedded Base"), the FCC provided a one-year  
14 transition period beginning March 11, 2005 to effectuate a changeover to  
15 alternative arrangements, during which the transition pricing for the Embedded  
16 Base would be one-hundred and fifteen percent (115%) of the rate as of June 15,  
17 2004; which for all practical purposes was 115% of the network element rate in  
18 the 2003 ICA.

19 On May 5, 2005, this Commission entered an Order in Docket No.  
20 041269-TP (FPSC Order No. PSC-05-0492-FOF-TP) ("No-New-Add-Ons-Order")  
21 specifically stating that AT&T and other ILECs had no obligation to continue  
22 providing network elements delisted by the FCC in the TRRO as of March 11,  
23 2005; and thus for all practical purposes, with the exception of the embedded

1 base, the delisted high capacity loops and dedicated transport which DSLi was  
2 obtaining from AT&T became special access loops and circuits as of March 11,  
3 2005. Since under both the TRRO and the No-New-Add-Ons-Order the changes  
4 were self-effectuating, no amendments were required to DSLi's 2003 ICA to  
5 effect this change.

6 On or about July 12, 2005, DSLi entered into a Market-Based Rate  
7 Agreement ("2005 MBRA") with AT&T for the provision of certain network  
8 elements no longer required by the TRRO. In one of the recitals, the 2005  
9 MBRA specifically states that DSLi wishes to procure from AT&T certain  
10 telecommunications services not required under Section 251 of the  
11 Telecommunications Act. The 2005 MBRA further states in paragraph 1.2 that  
12 the agreement shall be governed by 47 U.S.C. Sections 201 and 202, and the  
13 exclusive jurisdiction of the FCC. The 2005 MBRA reflects an understanding that  
14 network elements no longer required under the Telecommunications Act are  
15 governed by the federal rules and statutes regulating common carriers under  
16 Title 47 of the United States Code. Relevant portions of 2005 MBRA are  
17 attached to my testimony as Exhibit EM-2.

18 On March 2, 2006, this Commission entered an order in Docket No.  
19 041269-TP (Order No. PSC-06-0172-FOF-TP) adopting certain generic  
20 amendment changes to existing interconnection agreements to implement the  
21 TRRO. The Commission required the parties to execute such amendments by  
22 March 10, 2006.

1           On March 10, 2006, DSLi executed an Amendment to the Agreement  
2 Between DSL Internet Corporation d/b/a DSLi and BellSouth  
3 Telecommunications, Inc. Dated July 4, 2003 ("3/10/06 Amendment") in  
4 compliance with the Commission's March 2, 2006 Order No. PSC-06-0172-FOF-  
5 TP in Docket No. 041269-TP. The 3/10/06 Amendment modified the 2003 ICA to  
6 comport with the TRRO as implemented by this Commission. Relevant portions  
7 of the 2/10/06 Amendment are attached to my testimony as Exhibit EM-3.

8           On March 10, 2006 and on behalf of DSLi, I submitted to AT&T  
9 spreadsheets containing a listing of DS1 and DS3 circuits and transport which  
10 DSLi believed had been delisted as available network elements under the TRRO.  
11 True and correct copies of these spreadsheets are attached as Exhibit EM-4 to  
12 my testimony. I submitted these lists at the request of AT&T and based upon a  
13 provision in the 3/10/06 Amendment which I was advised by AT&T required the  
14 submission of these lists. It was my understanding that these lists contained  
15 those circuits which could not be provisioned under 2003 ICA and that AT&T was  
16 to convert to special access billing; to the extend AT&T had already not done so.  
17 Subsequently, AT&T returned to me a revised spreadsheet listing in AT&T's  
18 format of these circuits, a true and correct copy of which is attached to my  
19 testimony as Exhibit EM-5.

20           On or about August 30, 2006, DSLi entered into its current Market Based  
21 Rate Agreement ("2006 MBRA") which replaced the 2005 MBRA. Like its  
22 predecessor, the 2006 MBRA also stated in the recitals that DSLi wishes to  
23 procure from AT&T certain telecommunications services not required under



1 Section 251 of the Telecommunications Act and in paragraph 1.2 that the  
2 agreement is to be governed by 47 U.S.C. Sections 201 and 202 and the  
3 exclusive jurisdiction of the FCC. The 2006 MBRA reflects an understanding that  
4 network elements no longer required under the Telecommunications Act are  
5 governed by the federal rules and statutes regulating common carriers under  
6 Title 47 of the United States Code. Relevant portions of 2006 MBRA are attached  
7 to my testimony as Exhibit EM-6.

8 On or about February 2007, DSLi entered into its current Interconnection  
9 Agreement with AT&T ("2007 ICA"), which replaced the previous 2003 ICA. Like  
10 the 2003 ICA, in paragraph 17 the 2007 ICA provides that "[T]his Agreement  
11 shall be governed by and construed in accordance with federal and state  
12 substantive telecommunications law, including rules and regulations of the FCC  
13 and appropriate Commission." The 2007 ICA also provides for back-billing in  
14 Paragraph 27 and generally limits that back-billing to one-year after the services  
15 have been provided. The 2007 ICA also provides for billing arrangements  
16 between the parties and includes a Section 2 on Billing Disputes which in part  
17 provided that disputes shall be submitted on AT&T's specified form. The 2007  
18 ICA also contained rates for unbundled network elements in the state of Florida.  
19 Relevant portions of the 2007 ICA are attached to my testimony as Exhibit EM-7.

20 On or about May 28, 2008, AT&T sent DSLi a six-page "Facility Access  
21 Service Bill" ("5/28/08 Access Bill") which included a line item charge of  
22 \$188,820.59 for "Interstate Special Access." A true and correct copy of the  
23 5/28/08 Access Bill is attached to my testimony as Exhibit EM-8. Because there

1 was no support for the charges, DSLi disputed the amounts in accordance with  
2 both the 2003 ICA and the 2007 ICA and submitted to AT&T a BAR Form  
3 memorializing this dispute. A copy of DSLi's 7/17/08 BAR Form disputing that  
4 charge is attached to my testimony as Exhibit EM-9.

5 On or about August 20, 2008, AT&T provided me a spreadsheet to review  
6 which purports to provide a detail of what AT&T describes as a "backbilling for  
7 UNE to Special Access Rate True-Up." A true and correct copy of the e-mail and  
8 accompanying spreadsheet provided is attached to my testimony as Exhibit EM-  
9 10. Because DSLi still believed the charges were inappropriate and/or incorrect,  
10 DSLi disputed the amounts in accordance with both the 2003 ICA and the 2007  
11 ICA and submitted to AT&T a second BAR Form memorializing this dispute. A  
12 copy of DSLi's second 9/25/08 BAR Form which was submitted to AT&T and  
13 which continues to dispute this charge of \$188,820.59 is attached my testimony  
14 as Exhibit EM-11.

15 AT&T subsequently threatened to disrupt DSLi's current service if the  
16 disputed amounts were not paid; including current service under the 2007 ICA.  
17 As a result thereof, on or about October 9, 2008, DSLi filed this petition before  
18 this Commission seeking to resolve this back-billing dispute.

19 In subsequent discussions with AT&T, AT&T has claimed that the charges  
20 for each circuit listed in the back-billing have been calculated as the difference  
21 between AT&T's charge for that element on AT&T's FCC No. 1 Tariff and the  
22 2003 ICA rate for the comparable network element. A review of the spreadsheet  
23 provided by AT&T indicates that AT&T is seeking to back-bill for DS1 and DS3

1 loops and dedicated transport which were not a part of either the Embedded  
2 Base or the transition period, since none of the back-billing is at the transition  
3 rate of 115% the 2003 ICA rate as of June 15, 2004. A review of AT&T's FCC  
4 No. 1 Tariff has verified that AT&T is seeking to charge DSLi rates for network  
5 elements that appear to come from Section 7 of AT&T's FCC No. 1 Tariff  
6 (Special Access Service). Attached to my testimony as Exhibit EM-12 are select  
7 pages from AT&T's FCC No. 1 Tariff reflecting what appear to be rates for the  
8 elements listed on AT&T's spreadsheet. Accordingly, all of the back-billing  
9 purports to arise from AT&T billing of special access rates under AT&T FCC No.  
10 1 Tariff.

11

12

13 **Q. IN REGARDS TO ISSUE 1, "WHAT DOCUMENT(S) AND/OR**  
14 **APPLICABLE LAW GOVERNS THE PARTIES RELATIONSHIP AS IT**  
15 **RELATES TO AT&T'S 'TRUE-UP' BILLING FOR \$188,820.59 PLUS LATE**  
16 **PAYMENT CHARGES AS APPLICABLE?"**

17 A. Although it appears that AT&T has muddled the issue by reference to the  
18 2003 ICA and the 3/10/06 Amendment, under the TRRO and this Commission's  
19 No-New-Add-Ons-Order, DS1 and DS3 loops and dedicated transport which  
20 were delisted as network elements on March 11, 2005 and which are being billed  
21 off AT&T's FCC No. 1 Tariff are govern by federal law, including Title 47 of the  
22 United States Code as it relates to the FCC and interstate communications.  
23 Accordingly, the applicable document relating to AT&T's true-up billing is AT&T's

1 FCC No. 1 Tariff, less amounts previously paid by DSLi (which amounts were  
2 supposed to be the rates found in the 2003 ICA). Moreover, the applicable law is  
3 found in Title 47 of the United States Code, including 47 U.S.C. Sections 201,  
4 202 and 415; together with applicable and related FCC rules and FCC opinions.

5  
6

7 **Q. IN REGARDS TO ISSUE 2, "WAS THE 'TRUE-UP' AMOUNT AT&T SEEKS**  
8 **TO COLLECT FROM DSLI (\$188,820.59 PLUS LATE PAYMENT CHARGES**  
9 **AS APPLICABLE) CALCULATED IN ACCORDANCE WITH THE**  
10 **DOCUMENT(S) AND/OR APPLICABLE LAW IDENTIFIED IN ISSUE 1?"**

11 A. No. Setting aside DSLi's defenses related to the timeliness of the back-billing  
12 to be discussed later, AT&T did not calculate the "true-up" accurately for at least  
13 two reasons.

14 First, AT&T's FCC No. 1 Tariff contains charges for network elements for  
15 both monthly and longer term rates. For example, the monthly rate charged by  
16 AT&T for the Access USOC 1LPEA (Class of Service HFQC6) is \$220.00 per  
17 mile per month, while the long term rate for the same USOC varies from \$97.75  
18 to \$131.75 per mile per month. Moreover, the monthly rate charged by AT&T for  
19 the Access USOC 1LPE8 (Class of Service HFQC6) is \$95.00 per mile per  
20 month, while the long term rate for the same USOC varies from \$29.75 to \$55.00  
21 per mile per month. Likewise, the monthly rate charged by AT&T for the Access  
22 USOC 1LPS8 (Class of Service HFQC6) is \$1270.00 per month, while the long  
23 term rate for the same USOC varies from \$484.50 to \$782.00 per month. Lastly,

1 the monthly rate charged by AT&T for the Access USOC TMECS (Class of  
2 Service XDH1X) is \$168.00 per month, while the long term rate for the same  
3 USOC varies from \$120.00 to \$124.00 per month. Since AT&T delayed so long  
4 in back-billing, DSLi was effectively denied the opportunity to acquire long-term  
5 rates on this network elements and should not be penalized for this delay.

6 In addition to AT&T's failure to allow for longer term rates, AT&T also  
7 made a mistake in the credit for USOC 1L5ND (Class of Service UNC3X, Circuit  
8 No. 60.HFFU.755367..SB), which under the 2003 ICA was to be billed at \$10.92  
9 per mile. However, under the spreadsheet provided by AT&T, DSLi was only  
10 credited for \$32.76 for 11.5 miles (for 10 months of this circuit) or a credit of  
11 approximately \$2.85 per mile.

12 Lastly, to the extent AT&T contends that any of the circuits back-billed  
13 were part of the Embedded Base, DSLi reserves the right to assert the transition  
14 rate of 115% the 2003 ICA rate for the applicable period.

15

16

17 **Q. IN REGARDS TO ISSUE 3, "WAS THE 'TRUE-UP' AMOUNT AT&T**  
18 **FLORIDA SEEKS TO COLLECT FROM DSLI (\$188,820.59 PLUS LATE**  
19 **PAYMENT CHARGES AS APPLICABLE) BILLED IN ACCORDANCE WITH**  
20 **THE DOCUMENT(S) AND/OR APPLICABLE LAW IDENTIFIED IN ISSUE 1?"**

21 A. No. It is clear that notwithstanding how the back-billing was accomplished,  
22 the provisions of Title 47, USC, including the standards of 47 U.S.C. Sections  
23 201 and 415 apply to the back-billing. It is also clear that the charges in dispute

1 were back-billed more than two years prior to the filing of this docket and more  
2 then two years after the transition period ended on March 10, 2006.

3 Sections 201 and 415 of Title 47, U.S.C. and the FCC's 1997 ruling in The  
4 People's Network Inc. v. American Telephone and Telegraph Co., (FCC DA97-  
5 684), provide relevant guidance for this dispute. Section 201(b) states in part  
6 that: "**All charges, practices, classifications, and regulations for and in**  
7 **connection with such communication service, shall be just and reasonable,**  
8 **and any such charge, practice, classification, or regulation that is unjust or**  
9 **unreasonable is declared to be unlawful."** Section 415 (a) states in part that:  
10 "**All actions at law by carriers for recovery of their lawful charges, or any**  
11 **part thereof, shall be begun within two years from the time the cause of**  
12 **action accrues, and not after."** In the People's Network, the FCC held that  
13 attempting to collect an untimely back-billing was an unlawful practice in violation  
14 of Section 201(b). In that particular case, the FCC held that back-bills for  
15 services rendered more than four months after the charges were incurred, were  
16 unreasonable and in violation of Section 201(b).

17 In this case, it is clear that the disputed back-billing was first charged to  
18 DSLi in May 2008 and thus is barred by the two-year statute of limitation of  
19 Section 415. Moreover, AT&T's attempt to collect that back-billing is an  
20 unreasonable and unjust practice that is unlawful under Section 201(b). To back-  
21 bill DSLi as much as three years after the services were provided, makes it  
22 impossible for DSLi to collect those charges from its customers and recover the  
23 loss -- imposing an unreasonable burden on DSLi's business. During the TRRO

1 transition period, AT&T was fully aware of the issues involved in the transition.  
2 AT&T knew which circuits were affected and could have and should have began  
3 charging new rates much sooner. AT&T has no valid reason for waiting so long  
4 to now seek to recover these charges. Accordingly, the back-billing was not  
5 charged in accordance with the applicable law identified in Issue 1 (above).

6

7

8

9 **Q. IN REGARDS TO ISSUE 4(a), "BASED ON THE DOCUMENT(S) AND/OR**  
10 **APPLICABLE LAW IDENTIFIED IN ISSUE 1, AND ANY AFFIRMATIVE**  
11 **DEFENSES, WHAT AMOUNT, IF ANY, DOES DSLI OWE FOR AT&T'S 'TRUE-**  
12 **UP' BILLING OF \$188,820.59 PLUS LATE PAYMENT CHARGES AS**  
13 **APPLICABLE?"**

14 A. As discussed above in regards to Issue 3 (which is hereby incorporated by  
15 reference into this answer), AT&T's back-billing violates 47 U.S.C. Sections 201  
16 and is an unreasonable billing practice under that section and the FCC's decision  
17 in The People's Network Inc. v. American Telephone and Telegraph Co., (FCC  
18 DA97-684). Additionally, AT&T's claim is barred by the statute of limitation set  
19 forth in 47 U.S.C. 415. These affirmative defenses of unreasonable billing  
20 practices and statute of limitations completely bar AT&T's claims under the back-  
21 billing and as such none of the back-billing is enforceable and thus DSLi does not  
22 owe AT&T anything on the back-billing (i.e. \$0.00).

23

1

2

3 **Q. IN REGARDS TO ISSUE 4(b), “WHEN SHOULD ANY SUCH AMOUNTS**  
4 **OWED BE DUE”?**

5 A. Based upon my answers in regards to Issues 3 and 4(a) above (which are  
6 hereby incorporated by reference into this answer), since no amounts are due to  
7 AT&T, there should be no date for making any such payments.

8

9

10 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

11 A. Yes.

12



# EXPRESS MAIL

UNITED STATES POSTAL SERVICE®

WWW.USPS.COM

AFFIX POSTAGE OR  
CORPORATE ACCOUNT



UNITED STATES  
POSTAL SERVICE

1007

U.S. POSTAGE  
PAID  
MIAMI BEACH, FL  
33139  
OCT 06 09  
AMOUNT

\$29.85  
00048966-03



EP-13C JUNE 2002  
© 1995 USPS

## TIMELY URGENT

Please Rush To Addressee



### POST OFFICE TO ADDRESSEE

EK632835246US

1-222-1811

ORIGIN (POSTAL USE ONLY)			DELIVERY (POSTAL USE ONLY)		
PO ZIP Code 33239	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> Second	Flat Rate Envelope <input type="checkbox"/>	Delivery Attempt	Time	Employee Signature
Date In Mo. 10 Day 6 Year 09	<input checked="" type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM	Postage \$ 29.85	Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Time In 4:50	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Return Receipt Fee	Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Weight 2 9 lbs. ozs.	Int'l Alpha Country Code	GOD Fee Insurance Fee	Signature of Addressee or Agent		
No Delivery <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday	Acceptance Clerk Initials T.F.	Total Postage & Fees \$ 29.85	Name - Please Print		
			X		

CUSTOMER USE ONLY	
METHOD OF PAYMENT: Express Mail Corporate Acct. No. Federal Agency Acct. No. or Postal Service Acct. No.	<input type="checkbox"/> <b>WAIVER OF SIGNATURE</b> (Domestic Only) Additional merchandise insurance is void if waiver of signature is requested. (With delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.) <input type="checkbox"/> NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday Customer Signature

FROM: (PLEASE PRINT) Mark E. Buechle P.O. Box 398555 Miami Beach, FL 33239-8555	PHONE: 305, 531-5286	TO: (PLEASE PRINT) Office of Commission Clerk Florida Public Service Comm. 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0950	PHONE: 850, 413-6770
---	----------------------	--	----------------------

Mailing Label



DOCUMENT NUMBER-DATE  
10357 OCT-09

This packaging is the property of the U.S. Postal Service and is provided solely for use in sending. Misuse may be a violation of Federal law.

PRESS HARD.

FOR PICKUP OR TRACKING CALL 1-800-222-1811

www.usps.com

