BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of: Petition of GLOBAL NAPS SOUTH, INC. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Relief of Proposed Agreement with BellSouth under the Telecommunications Act of 1996

ORIGINAL

Docket No. 991220-TP
Filed: February 9, 2000

REPLY BRIEF OF GLOBAL NAPS, INC.

Pursuant to the procedural schedule agreed to by the parties and staff in this matter, Global NAPs, Inc. ("Global NAPs") respectfully submits this reply brief in response to the brief filed by BellSouth Telecommunications Inc. ("BellSouth").[1]

1. Introduction and Summary.

BellSouth raises three arguments against the conclusion that the DeltaCom agreement — which states that it has a "term of two years" — could have a two-year term when Global NAPs operates under it. First is an appeal to the language of the contract. Second is an appeal to Section 252(i) of the federal Communications Act, and certain cases under it. Third is an appeal to the bad policy impacts that recognizing a two-year term in this case would supposedly create. None of these arguments has merit.

Global NAPs has no quarrel with the general proposition that the best way to understand the meaning of a contract is to review its terms. But here, ***some*** "modification" of the DeltaCom contract is inevitable, because it refers to an effective date of July 1, 1997, even though it only took effect as to Global NAPs in January 1999. The question, therefore, is how this particular contract should be interpreted in light of the fact that Global NAPs adopted it after it had been in effect for some time as between BellSouth and DeltaCom. Global NAPs explained in its initial brief why the most logical reading of the contract is that it has a two-year term from the (adjusted)

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[1] BellSouth Telecommunications, Inc.'s Initial Brief (filed February 2, 2000) ("BellSouth Brief").

effective date of January 19, 1999. The discussion below elaborates on this point in response to BellSouth's arguments.

BellSouth's second argument — that Section 252(i) cannot support adjusting a contract's termination date — while presented in reasonable tones, is actually quite radical. While BellSouth never quite comes out and says it, their argument actually must be that it would be ***illegal*** for this Commission to ***ever*** conclude that ***any*** contract that BellSouth could possibly have entered into with ***any*** alternative local exchange carrier ("ALEC") could ***ever*** be adopted in a manner that gives the second ALEC a contract with the same duration as the original ALEC got. Consideration of alternative contract language shows that BellSouth's veiled assertion of total illegality cannot possibly be correct: the proper term of an opted-into contract must depend on what the contract says, or else Section 252(i) is a nullity. So the second argument actually collapses into the first: what is the best interpretation of ***this*** contract — as having a fixed termination date, or a term of two years, measured from when it takes effect as to a particular ALEC? As discussed above and in Global NAPs' initial brief, the latter is clearly the better answer here.

BellSouth's third argument — that accepting Global NAPs' argument would make all terms in all contracts "perpetually available" — is simply absurd, both in light of Rule 51.809 of the Federal Communications Commission ("FCC"), discussed in Global NAPs' opening brief, and in light of the Commission's authority over interconnection contracts between incumbent local exchange carriers ("ILECs") and ALECs in Florida under Section 252. The only contract terms that could conceivably be "perpetually available" would be terms that are "perpetually reasonable." If changes in cost, technology, or related factors make any term of any contract unreasonable on a going-forward basis, that term may no longer be opted into. Period. Global NAPs submits that BellSouth's real problem here is that there is nothing whatsoever that could remotely be classified as "unreasonable" about the DeltaCom contract.

In these circumstances, Global NAPs urges the Commission to bring a swift end to this litigation by declaring that the Global NAPs/BellSouth interconnection agreement is in force, and will remain in force through January 2001.

2. The Terms Of The Underlying Contract Control This Case.

BellSouth cites various cases about interpreting a contract based on its terms as though such cases help BellSouth's position. BellSouth Brief at 2-4. They do not.

As Global NAPs pointed out in its initial brief, the contract at issue says on its face that it has a two-year term. When the Commission approved the contract, its order characterized it as having a two-year term. And as Global NAPs explained in its brief, if the contract is ***not*** interpreted as having a two-year term, then other provisions — including specifically provisions relating to the term of this contract, and the negotiation of a successor contract — not only make no sense, but were breached by both parties from the moment the contract was signed.

BellSouth notes that the "well-settled rule" in Florida is that that language of a contract "must be construed to mean just what the language therein ***implies*** and nothing more." *Walgreen Co. v. Habitat Development Corp.*, 655 So. 2d 164, 165 (Fl. 3rd D.C.A. 1995) (emphasis added, internal quotes omitted). BellSouth Brief at 2. Language that speaks of a "two-year" term, as opposed to a fixed termination date plainly "implies" a two-year term. BellSouth's counter-view "implies" that the parties each voluntarily signed an agreement that would be nearly impossible to implement in some respects, and as to which they would both be in immediate breach in others. Since "the actual language used in the contract is the best evidence of the intent of the parties," *Acceleration National Services Corp. v. Brickell Financial Services Motor Club, Inc.*, 541 So. 2d 738, 739 (Fla. 3rd D.C.A. 1989), it seems clear that a two-year term is, indeed, the parties' intent.

In this regard, BellSouth apparently misunderstands Global NAPs' position. BellSouth claims that Global NAPs thinks it has "the unrestricted ability to argue at some time after the execution of the Agreement for whatever expiration it wishes, without regard to the actual expiration date on the Agreement." BellSouth Brief at 3. Accusing Global NAPs of taking a position "flatly contrary to the rules of contract construction" under Florida law, BellSouth claims that Global NAPs "argues that the expiration date is whenever this Commission (or some other state Commission, the FCC, or some unidentified Court) orders it to be." BellSouth Brief at 3-4.

This is simply inaccurate. As to which body is responsible for deciding the case at hand, Section 252 of the Act gives this Commission authority over interconnection agreements between BellSouth and ALECs with respect to Florida operations, including agreements opted into under Section 252(i). It seems beyond dispute at this point that the question of what a particular interconnection agreement means in a disputed Florida case is a question for this Commission, not some other state commission.[2] As Global NAPs understands the law, a "court" could indeed get involved, but only in the course of judicial review of this Commission's decision. And the FCC would get involved only if this Commission failed to do its job in adjudicating a dispute such as the one at bar, leading to a situation in which the Commission had "failed" to fulfill a "responsibility" in a "matter" under Section 252, as provided in Section 252(e)(5).[3]

As to the merits, here again BellSouth is simply assuming what it is trying to prove. ***If*** the DeltaCom agreement, properly interpreted, has a fixed termination date of July 1, 1999, then BellSouth wins and Global NAPs loses — because Global NAPs is entitled to the same deal that DeltaCom got. On the other hand, ***if*** the DeltaCom agreement, properly interpreted, has a two-year term from the date it takes effect as to the relevant ALEC (July 1997 for DeltaCom, January 1999 for Global NAPs), then Global NAPs wins and BellSouth loses — again, because Global NAPs is entitled to the same deal that DeltaCom got.

Thus, BellSouth argues that Global NAPs thinks that "the parties intended for the expiration date to be rewritten by some tribunal at a later date." BellSouth Brief at 4. What Global NAPs actually thinks (as explained in its opening brief) is that the contract only makes sense if the ***relationship*** between the effective date, the expiration date, and other specific dates mentioned in

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[2] Global NAPs literally has no idea what BellSouth is talking about when it ascribes to Global NAPs the view that some other state regulator might have some involvement in this case.

[3] The FCC has stated that it will entertain complaints under Section 208 relating to an ILEC's failure to honor an ALEC's rights under Section 252(i). That seems unobjectionable as a general proposition, in that Section 208 complaints lie with regard to any carrier's failure to fulfill its duties under the federal Communications Act, which plainly includes Section 252(i). But this hypothetical FCC jurisdiction has nothing to do with this case, since BellSouth did not interfere with Global NAPs' adoption of the DeltaCom agreement. The issue at hand has to do with sorting out what rights and duties Global NAPs and BellSouth each took on as a result of that adoption.

the contract is maintained, and that the parties actually structured the relationships between those dates in order to achieve specific contractual purposes — purposes that would be frustrated by ignoring them now. How can procedures for changing interconnection locations, or ordering new network elements, that each take several months to implement make sense if the contract is only effective for five months? How can an obligation to begin renegotiation by July 1, 1998 make sense in a contract with an effective date of January 19, 1999? There is no answer to these questions if BellSouth's interpretation of the contract is accepted. This compels the conclusion that the only logical reading of the contract includes a two-year term for Global NAPs, just as it included a two-year term for DeltaCom.

3. Because BellSouth Has Not Shown That It Is Illegal To Interpret An Interconnection Agreement As Having A Term In Years As Opposed To A Fixed Termination Date, Its Arguments About Other Contracts In Other Cases Are Irrelevant.

BellSouth's next argument (*see* BellSouth Brief at 4-10) is that it is illegal for the Commission to conclude that Global NAPs can have the stability of a two-year agreement when it adopts the DeltaCom contract, even though DeltaCom itself plainly bargained for, and got, precisely that stability when the contract was negotiated. The stability of a commercially reasonable contract duration, under BellSouth's view of the law, is simply not a "term" or "condition" of an interconnection agreement that is subject to adoption under Section 252(i).

BellSouth does not actually state its argument in quite the stark terms just outlined. But unless the stark proposition just stated is correct — that is, unless it is ***illegal*** to permit one ALEC to adopt the same commercially reasonable contract duration that an ILEC has given to another ALEC — then BellSouth's entire discussion of what other commissions have concluded with regard to other contracts is simply irrelevant.

To see that this is so, consider the following two (hypothetical) provisions that could establish the duration of a particular interconnection agreement:

> *Fixed Termination Date.* The Parties acknowledge that legal, regulatory, technical, economic, and commercial factors that materially affect all aspects of their relationship are presently in a state of flux. While the Parties accept and agree to all of the terms and conditions in this Agreement, in light of the ongoing changes in the

telecommunications industry just noted, each one expressly disavows any expectation that any such term or condition (or any group of them) will have any validity whatsoever on or after July 1, 1999. Each Party hereby expressly waives any right it may have to use the presence in this Agreement of any particular term or condition as ground for any claim that such term or condition should be included in any replacement or successor agreement that would continue in effect for any reason on or after July 1, 1999.

or...

Stable Contractual Relationship. The Parties acknowledge that ALEC must make significant investment and other business decisions in establishing its operations in Florida, and acknowledge the importance to ALEC of having a stable contractual relationship with BellSouth in order to establish such operations. In order to provide the necessary stability to ALEC, for which ALEC has expressly bargained and which BellSouth expressly agrees to provide, the Parties agree that ALEC must have the benefit of the terms and conditions in this agreement for a minimum period of two years. Consequently, the parties agree that the interconnection arrangements provided for in this Agreement (including all related terms and conditions, including price and all general terms and conditions) (collectively the "Arrangements") shall be available to ALEC for an initial period of two years, starting from the date on which the Parties first physically interconnect their networks (the "Contract Start Date"). In addition, the Arrangements shall each continue to be available to ALEC after the initial two-year period following the Contract Start Date until and unless BellSouth, on no less than one year's advance written notice, states that a particular term or condition, or a particular Arrangement, will no longer be available after that time, subject at all time's to ALEC's right to seek a ruling from the Commission that the particular term, condition, or Arrangement remains reasonable and shall continue in effect.

It seems obvious that if the "term" provision of the DeltaCom agreement read like the "Fixed Termination Date" hypothetical, Global NAPs would have no possible basis to claim that, by adopting the (hypothetical) DeltaCom agreement, it could have any expectation that the contractual arrangements would be available after July 1, 1999. But it seems equally obvious that if the parties had expressly agreed that the contractual arrangements would be available for two years following initial physical interconnection (the "Stable Contractual Relationship" hypothetical), BellSouth would have no possible basis to claim that an ALEC adopting the contract would not get a (minimum, initial) term of two years following interconnection.

From one perspective, of course, the reason the instant dispute exists is that the actual DeltaCom agreement is not as clear as either of the hypotheticals laid out above. So, as discussed in Section 2, *supra,* the Commission has to decide what the contract actually means. But Global NAPs submits that — contrary to BellSouth's discussion of supposedly relevant precedent — that is ***all*** the Commission has to decide. The fact that other Commissions interpreting another contract concluded that ***that*** contract had a fixed termination date is simply irrelevant to the proper interpretation of the DeltaCom contract.

In this regard, Global NAPs notes that all of the different decisions cited by BellSouth related to the interpretation ***of the same contract.*** Just as BellSouth entered into an agreement with DeltaCom that covers all of the BellSouth states, Bell Atlantic entered into an agreement with MFS that covered all of the Bell Atlantic states.[4] The decisions BellSouth cites reflect only that Global NAPs litigated with Bell Atlantic simultaneously in multiple jurisdictions over the same issue.[5]

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[4] BellSouth entered into a single contract that lists all its states and submitted that contract to each affected state. Bell Atlantic entered into separate but identical contracts in each affected state. Other than this formal difference, the situations are identical.

[5] BellSouth is wrong when it refers to the supposedly "***single instance*** in which a State Commission granted even partially Global NAPs' request to adopt and extend a pre-existing [contract] with Bell Atlantic." *See* BellSouth Brief at 8. Global NAPs litigated this issue with Bell Atlantic (more or less simultaneously) in Virginia, Maryland, Delaware, Pennsylvania and New Jersey. Virginia and Maryland did not let Global NAPs adopt the affected agreement ***at all***, so the question of the term of the agreement is, from that perspective, somewhat academic. *See Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising under Section 252 of the Telecommunications Act of 1996*, Order No. 75360 (Md. P.S.C. July 15, 1999) ("Maryland Order") at 5; *Petition of Global NAPs South, Inc. for arbitration of unresolved issues from interconnection negotiations with Bell Atlantic-Virginia, Inc., pursuant to § 252 of the Telecommunications Act of 1996,* Final Order, Case No. PUC980173 (Va. S.C.C. April 2, 1999) ("Virginia Order") at 5-6. In ***all of the remaining three jurisdictions*** — that is, in Delaware, Pennsylvania, and New Jersey — the state commission established a termination date for the adopted agreement that extended beyond the July 1, 1999 date in the original MFS contract. *Petition of Global NAPs South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief,* Opinion and Order, 1999 Pa. PUC LEXIS 58 (Pa. P.U.C. August 17, 1999) ("Pennsylvania Order") at **37-39; *Petition of Global NAPs, Inc. for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Bell Atlantic-New Jersey, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996,* Telecommunications Decision and Order, Docket No. TO98070426 (N.J. B.P.U. July 12, 1999) ("New Jersey Order") at 6-8; BellSouth Brief at 8-9 (discussing Delaware decision). While the federal court in Delaware (erroneously, in Global NAPs' view) reversed the Delaware PSC, neither the New Jersey nor Pennsylvania decisions have been reversed.

Moreover, while Global NAPs believes that the proper interpretation of the MFS contract in the cited decisions is indeed (as it argued in those various cases) a "three-year" agreement, the MFS contract is phrased quite differently from the DeltaCom contract at issue here. Whereas the DeltaCom agreement expressly refers to a "two-year" term, the MFS contract does not describe its duration as a term of years; to the contrary, it states that it shall be effective until the specific date of July 1, 1999.[6] By contrast, the DeltaCom contract states that "[t]he term of this agreement ***shall be two years***" from its effective date, leading this Commission to characterize it as having a "two-year" term.

In this regard, the decision from the Maryland PSC, which BellSouth seems to think advances its position here (*see* BellSouth Brief at 7-8), actually fundamentally undermines that position. In accepting the claim that the MFS contract that body was interpreting ended on a date certain, the Maryland PSC stated that "the language of the [MFS] agreement says that its term ***ends on a stated date, not 'three years from the date hereof.'***" Maryland Order at 6.[7] The DeltaCom agreement, however, is phrased in the latter manner. The clear implication of the Maryland PSC's language is that had the DeltaCom language been before that body, it could well have reached a different decision than it reached with regard to the MFS contract. Again, while Global NAPs does not agree with the Maryland PSC's interpretation of the MFS contract, it seems that both Global NAPs and the Maryland PSC ***do*** agree that the language of the ***DeltaCom contract*** supports a two-year term for Global NAPs in this case.

This illustrates why BellSouth's argument only makes sense if what it is really saying is that it would be illegal for this Commission to ever conclude that any contract any ALEC might ever adopt would have a duration measured as a particular period from the date of adoption, as opposed to a fixed date. If it is ***not*** illegal for the Commission to so conclude, then the fact that other commissions interpreting another contract held that the other contract had a fixed termination date

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[6] *See* Maryland Order at 6 ("the language of the [MFS] agreement says that its term ends on a stated date", which "termination date" is "July 1, 1999").

[7] BellSouth's excerpt from this order for some reason omits the internal quotes used by the Maryland PSC. This does not appear to be significant to the argument at hand, however.

says absolutely nothing about the correct interpretation of the DeltaCom agreement. What matters here is how to best interpret the DeltaCom agreement.

Global NAPs acknowledges that the federal court in Delaware did indeed hold that a state commission may not extend a fixed termination date in an interconnection agreement. *See* BellSouth Brief at 9-10. Aside from the fact that Global NAPs respectfully disagrees with that court (and plans to file an appeal when the matter actually becomes final), such a ruling has no proper application to a contract such as the DeltaCom agreement, which provides that it will remain in effect for a term of years. Again, the issue here — and, indeed, in each case — is the proper interpretation of the contract sought to be adopted.

No other approach could possibly be consistent with Section 252(i). That section provides that any ALEC can obtain "the same" terms and conditions as made available to any other ALEC. Unless the critical issue of contract duration is somehow exempted from the statute *sub silentio* — a proposition with literally nothing to support it — then ALECs adopting an existing agreement are entitled to a contract with "the same" duration as provided in the existing agreement. The issue in this case is what "the same" duration means in the case of the DeltaCom agreement. For the reasons described above, and in Global NAPs' opening brief, the only way to give effect to the literal words of the DeltaCom agreement — and the only way that the contract makes any sense — is to hold that Global NAPs obtained "the same" two-year term that DeltaCom obtained.

4. Section 51.809 Of The FCC's Rules And Section 252(e) Of The Act Fully Protect Against "Perpetual Contracts."

BellSouth's final claim is that adopting Global NAPs' position here would result in BellSouth being stuck with the substantive terms of the DeltaCom agreement forever, as one ALEC after another opted into the ever-extended original agreement. BellSouth Brief at 10-12. This claim is absurd, for several reasons.

First, as explained in Global NAPs' opening brief, FCC Rule 51.809 provides specific grounds on which BellSouth can avoid allowing ALECs to adopt any or all terms in any existing contract. If it would be notably more costly to BellSouth to allow the new ALEC to operate under

the original agreement, or if for some reason it would be technically infeasible to do so, then BellSouth does not have to allow the adoption to occur. 47 C.F.R. § 51.809(b). Similarly, if it has in some sense become "unreasonable" to allow adoption of any or all of the terms of an existing agreement, BellSouth may, again, prevent the adoption of those terms by a new ALEC. 47 C.F.R. § 51.809(c). There will of course be disputes in particular cases about the proper meaning and interpretation of Rule 51.809, and Global NAPs is not attempting here to address any of those disputes. All that matters here is that Rule 51.809 provides a complete safeguard against ILECs being stuck with having to extend the terms of an interconnection agreement to multiple ALECs if doing so is substantively inappropriate.

BellSouth may point out that Rule 51.809 was not legally effective during the time that Global NAPs and BellSouth completed their arrangements with regard to adoption of the DeltaCom agreement. This is at least partially true; the rule was initially stayed by the 8th Circuit, and not re-instated by the Supreme Court until January 25, 1999. Global NAPs notes, however, that BellSouth actually submitted the adoption agreement for Commission approval in February 1999, and so could, conceivable, have raised any objections it may have had at that point.

But even if BellSouth could not have objected to ***Global NAPs*** opting into the DeltaCom agreement (and it actually could have if it had wanted to; *see* below), there can be no doubt that ***now***, Rule 51.809 fully prevents the public policy "harms" that BellSouth postulates here. Under Rule 51.809, any ALEC can take service under any existing interconnection agreement, or even under a patchwork contract constructed from multiple interconnection agreements — but each and every term or condition that an ALEC wants to adopt can be blocked by BellSouth, ***if*** BellSouth can meet the requirements of Rule 51.809.

Moreover, even if the Supreme Court had agreed with the 8th Circuit and relegated Rule 51.809 to the regulatory dustbin, BellSouth would still have a remedy. While BellSouth is quick to rely on some of the decisions arising from Global NAPs' regulatory battles with Bell Atlantic on some matters, it ignores the context in which those battles arose, which was Bell Atlantic's refusal to allow Global NAPs to adopt an existing agreement unless certain terms were modified. Bell Atlantic asserted what could probably be described as a common law right to resist

the application of Section 252(i) to terms that in its view had become obsolete or infeasible, and met with some success in those efforts.

BellSouth chose not to assert such a claim with regard to the DeltaCom contract. Global NAPs submits that BellSouth's failure to do so arises directly from the fact that there is nothing infeasible, obsolete, or otherwise substantively unreasonable in that contract. But whatever the reason, there is no merit to any claim that BellSouth was somehow "forced" to accept Global NAPs' adoption of the DeltaCom agreement if BellSouth had thought there was anything wrong with it.

Indeed, it is on this point that BellSouth's entire public policy argument collapses. Putting the matter starkly, if there is nothing substantively wrong with the terms of the DeltaCom agreement, then there is nothing wrong with letting ALEC after ALEC adopt those (by hypothesis) reasonable terms. If conditions change and at some point in the future some of those terms do become unreasonable, then Rule 51.809 provides a clear and direct means to protect BellSouth from the perpetuation of the (by hypothesis) unreasonable terms. The only terms that could ever be "perpetually" available to ALECs in the future are terms that remain "perpetually" reasonable. There is no public policy harm in this result.

In this regard, BellSouth asserts that some provisions of the DeltaCom agreement "should not be included in a successor agreement," and later characterizes these (unidentified) provisions as "currently unworkable." BellSouth Brief at 11. Global NAPs flatly disputes BellSouth's claim, and denies that ***any*** provisions of the DeltaCom agreement are "currently unworkable." But if there are such terms — and the "unworkability" meets the criteria of Rule 51.809 — then BellSouth will never have to make those terms available to any ALEC ever again. This is simply a non-problem, as either a practical or public policy matter.

On the merits of BellSouth's "unworkability" claim, Global NAPs notes that not even BellSouth claims that any of the provisions of the DeltaCom agreement were in any way "unworkable" during January through June of 1999. Moreover, the terms of the DeltaCom agreement belie any "unworkability" claim, since the agreement expressly contemplates that its

terms will continue during the time that any successor agreement is being negotiated and/or arbitrated. How can terms that were "workable" a year ago, "workable" six months ago, and, in practical terms, obviously "workable" now (since the agreement between the parties is, for all the record reveals, actually "working") somehow be "unworkable" for the next eleven months (*i.e.*, the remaining term of the two-year agreement, beginning in January 1999)?

There is nothing unjust, unfair, unreasonable, infeasible, or unworkable about the substantive terms of the DeltaCom agreement. If any such terms acquire such unfortunate characteristics, Rule 51.809 will prevent their propagation to other agreements and other ALECs. And even if there were some problems with the DeltaCom agreement — which Global NAPs denies — BellSouth could have and should have raised those concerns last year, when the adoption arrangements were being worked out.

5. Conclusion.

The most natural reading of the DeltaCom agreement — which, after all, states that it has a "term of two years" — is that it has a term of two years. This means that when Global NAPs adopted that agreement, Global NAPs, like DeltaCom, got a two-year term. The agreement therefore, is effective today and will remain in effect, under its own terms, until January 2001.

Nothing in Section 252(i) or any other applicable law or precedent prevents — or even counsels against — this result. Specifically, decisions regarding what to do with an interconnection agreement that has a fixed termination date — the only cases BellSouth cites — have no bearing on the case at hand. Finally, while there is nothing wrong with the DeltaCom agreement, federal Rule 51.809 fully protects BellSouth against the propagation of any terms in this or any other agreement that are, or become, substantively unreasonable.

For all these reasons, and for the reasons stated in Global NAPs' opening brief, Global NAPs respectfully requests that the Commission rule that Global NAPs still has an effective

interconnection agreement with BellSouth, which will terminate in January 2001.

Respectfully submitted,

Moyle, Flanigan, Katz, Kolins,
Raymond & Sheehan
118 North Gadsden Street
Tallahassee, FL 32301
Jon C. Moyle, Jr., Fla. Bar No. 727016
Cathy M. Sellers, Fla. Bar No. 0784958
(850) 681-3828

By: _____
Jon C. Moyle, Jr.

William J. Rooney, General Counsel
John O. Postl, Assistant General Counsel
GloBTI NAPs, Inc.
10 Merrymount Road
Quincy, MA 02169
(617) 507-5111

Christopher W. Savage
Coles, Raywid & Braverman, L.L.P.
1919 Pennsylvania Avenue, N. W.
Washington, D.C. 20006
(202) 828-9811

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished this 2nd day of February, 2000 by U.S. Mail to Michael P. Goggin, BellSouth Telecommunications, Inc., Museum Tower, Suite 1910, 150 West Flagler Street, Miami, FL 33130, R. Douglas Lackey and E. Earl Edenfield, Jr., BellSouth Telecommunications, Inc., BellSouth Center, Suite 4300, 675 W. Peachtree Street, N.E., Atlanta, GA 30375, Beth Keating, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399 and Nanette Edwards, Regulatory Attorney, ITC DeltaCom, 700 Boulevard South, Suite 101, Huntsville, AL 35802.

Jon C. Moyle, Jr.