

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA

BELLSOUTH
TELECOMMUNICATIONS, INC.,

CASE NO. 4:98CV352-RH

Plaintiff,

vs.

WORLDCOM TECHNOLOGIES, INC.,
TELEPORT COMMUNICATIONS
GROUP, INC./TCG SOUTH FLORIDA,
INTERMEDIA COMMUNICATIONS,
INC., MCI METRO ACCESS
TRANSMISSION SERVICES, INC., THE
FLORIDA PUBLIC SERVICE
COMMISSION, JULIA L. JOHNSON, in
her official capacity as chairman of the
Florida Public Service Commission, J.
TERRY DEASON, in his official capacity as
a commissioner of the Florida Public Service
Commission, SUSAN F. CLARK, in her
official capacity as a commissioner of the
Florida Public Service Commission, JOE
GARCIA, in his official capacity as a
commissioner of the Florida Public Service
Commission, and E. LEON JACOBS, JR., in
his official capacity as a commissioner of the
Florida Public Service Commission,

*Copy of Bell South/Zedden
petition for judicial review
(use full title) as filed
in U.S. District Court,
Case No. 4:98CV352-RH.*

Defendants.

**PETITION FOR JUDICIAL REVIEW AND COMPLAINT
FOR DECLARATORY JUDGMENT AND INJUNCTIVE
RELIEF UNDER THE TELECOMMUNICATIONS ACT OF 1996**

Plaintiff, BellSouth Telecommunications, Inc., pursuant to the Telecommunications

Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (the "Act"), and pursuant to 47 U.S.C.

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§252(e)(6), brings this action for judicial review of a final order of the Florida Public Service Commission and for declaratory and injunctive relief, and alleges as follows:

PARTIES

1. Plaintiff, BellSouth Telecommunications, Inc. ("BellSouth"), is a corporation organized under the laws of the state of Georgia with its principal place of business in Atlanta, Georgia. BellSouth is a wholly-owned subsidiary of BellSouth Corporation and provides telecommunications services in nine southeastern states, including Florida.

2. BellSouth provides local exchange access and other telecommunications services in the state of Florida. Accordingly, BellSouth is a "telecommunications provider" within the meaning of the Act. As a local exchange carrier ("LEC"), BellSouth's Florida intrastate telecommunications services are subject to regulation by the Florida Public Service Commission.

3. Defendant WorldCom Technologies, Inc. ("WorldCom") is located at 1515 South Federal Highway, Suite 400, Boca Raton, Florida 33432. WorldCom is authorized to provide local exchange services within the state of Florida. Accordingly, WorldCom is a competitive local exchange carrier ("CLEC") within the meaning of the Act.

4. Defendant Teleport Communications Group, Inc./TCG South Florida ("TCG") is located at 1 East Broward Blvd., Suite 910, Ft. Lauderdale, Florida 33301. TCG is authorized to provide local exchange services within the state of Florida. Accordingly, TCG is a CLEC with the meaning of the Act.

5. Defendant Intermedia Communications, Inc. ("Intermedia") is located at 3625 Queen Palm Drive, Tampa, Florida 33619. Intermedia is authorized to provide local exchange services within the state of Florida. Accordingly, Intermedia is a CLEC within the meaning of the Act.

6. Defendant MCI Metro Access Transmission Services, Inc. ("MCI") is a Delaware corporation with its principal place of business in Leesburg Pike, Virginia. MCI is authorized to provide local exchange services within the state of Florida. Accordingly, MCI is a CLEC within the meaning of the Act.

7. Defendant Florida Public Service Commission ("PSC") is an agency of the State of Florida and has the authority to regulate intrastate telecommunications services offered within the state. Accordingly, the PSC is a "state commission" within the meaning of sections 153(41), 251 and 252 of the Act.

8. Defendant Julia L. Johnson is the chairman of the PSC. She is sued in her official capacity as the chairman of the PSC and as an arbitrator of this dispute, for declaratory and injunctive relief only.

9. Defendant J. Terry Deason is a commissioner of the PSC. He is sued in his official capacity as a commissioner of the PSC and as an arbitrator of this dispute, for declaratory and injunctive relief only.

10. Defendant Susan F. Clark is a commissioner of the PSC. She is sued in her official capacity as a commissioner of the PSC and as an arbitrator of this dispute, for declaratory and injunctive relief only.

11. Defendant Joe Garcia is a commissioner of the PSC. He is sued in his official capacity as a commissioner of the PSC and as an arbitrator of this dispute, for declaratory and injunctive relief only.

12. Defendant E. Leon Jacobs, Jr. is a commissioner of the PSC. He is sued in his official capacity as a commissioner of the PSC and as an arbitrator of this dispute, for declaratory and injunctive relief only.

JURISDICTION AND VENUE

13. This Court has federal question jurisdiction over the subject matter of this action pursuant to 47 U.S.C. section 252(e)(6) and 28 U.S.C. section 1331. In any case in which a State commission makes a determination under section 252 of the Act, any party aggrieved by such determination may bring an action in an appropriate United States district court to determine whether the agreement or statement meets the requirements of 47 U.S.C. sections 251 and 252. Pursuant to 28 U.S.C. sections 2201 and 2202, and 47 U.S.C. section 252(e)(6), the PSC order sought to be reviewed is subject to review in United States district court.

14. Because BellSouth has been ordered to pay sums alleged due and owing under agreements subject to the Act, BellSouth is a party aggrieved by the PSC's order within the

meaning of Section 252(e)(6) of the Act. This Court therefore has jurisdiction to hear this controversy.

15. Venue is proper in this district under 28 U.S.C. section 1391(b)(1) because the PSC is located in this district and because a substantial part of the events giving rise to these claims occurred in this district.

BACKGROUND

16. Before 1996, local telephone companies such as BellSouth provided, pursuant to regulated monopolies, local telephone services to business and residential consumers within their designated service areas.

17. The Telecommunications Act of 1996 ended these monopolies and introduced competition into the local telephone market. The Act requires that LECs enter into interconnection agreements with CLECs, granting CLECs access to the local telecommunications infrastructure to provide local phone services. The resulting agreements are designed to allow new carriers to offer local telephone services by either purchasing the necessary components to create a service or buying the finished service from the LEC at wholesale prices in order to resell to local consumers.

18. Section 252 of the Act articulates a four-step process to guide the parties toward an interconnection agreement. First, the parties attempt to reach an agreement through negotiation or mediation. If no agreement can be reached, the state public service commission arbitrates any disputes. Once an agreement is executed, it must be submitted to

the state commission for approval. The United States district courts have exclusive jurisdiction to review a state commission's determinations under the Act.

19. Pursuant to the Act, BellSouth entered into interconnection agreements (collectively the "Agreements") with WorldCom, TCG, Intermedia, and MCI (the "CLECs"). Those agreements include provisions requiring the parties to pay reciprocal compensation to one another for local calls initiated by the customer of one party and terminated by a customer of the other party.

20. The Federal Communications Commission ("FCC") exercises jurisdiction over interstate and foreign communication by wire or radio.

21. The FCC defines a reciprocal compensation arrangement between two carriers as one in which each carrier receives compensation from the other for the transport and termination on each carrier's network facilities of local telecommunications traffic that originates on the network facilities of the other carrier.¹ For purposes of reciprocal compensation arrangements, "local telecommunications traffic" means traffic "that originates and terminates within a local service area established by the state commission."²

¹ 47 C.F.R. § 51.701(e).

² 47 C.F.R. § 51.701(d).

THE WORLDCOM AGREEMENT

22. BellSouth and MFS Communications Company, Inc.³ executed a Partial Florida Interconnection Agreement ("WorldCom Agreement"). The PSC approved the WorldCom Agreement in Order No. PSC-96-1508-FOF-TP, issued December 12, 1996, in Docket No. 961053-TP. The PSC approved an amendment to the WorldCom Agreement in Order No. PSC-97-0772-FOF-TP, issued July 1, 1997, in Docket No. 970315-TP.

23. Section 1.40 of the WorldCom Agreement defines local traffic as:

[C]alls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same local calling area of the incumbent LEC or other authorized area [such as EAS]. Local traffic includes traffic type that have been traditionally referred to as "local calling" and as "extended area service (EAS)." All other traffic that originates and terminates between end users within the LATA is toll traffic. In no event shall the Local Traffic area for purpose of local call termination billing between the parties be decreased.

Section 5.8.1 provides that:

Reciprocal Compensation applies for transport and termination of Local Traffic (including EAS and E-like traffic) billable by BellSouth or MFS which a Telephone Exchange Service Customer originates on BellSouth's or MFS's network for termination on the other Party's network.

³ WorldCom, formerly known as MFS Intelenet of Florida, Inc. ("MFSI"), is the operating authority in Florida on behalf of its corporate parent MFS Communications Company, Inc. ("MFSC") and MFSC's parent, WorldCom, Inc. WorldCom will be used to collectively refer to WorldCom Technologies, Inc., WorldCom, Inc., MFSI, and MFSC.

THE TCG AGREEMENT

24. TCG and BellSouth entered into an interconnection agreement pursuant to the Act on July 15, 1996 ("TCG Agreement"). The PSC approved the TCG Agreement in Order No. PSC-96-1313-FOF-TP, issued October 29, 1996, in Docket No. 960862-TP.

25. Local traffic is defined in Section 1.D. of the TCG Agreement as:

any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected.

The TCG Agreement states in Section IV.B and part of I.C:

The delivery of local traffic between parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.

Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, incorporated herein by this reference.

THE INTERMEDIA AGREEMENT

26. Intermedia and BellSouth entered into an interconnection agreement pursuant to the Act on July 1, 1996 ("Intermedia Agreement"). The PSC approved the Intermedia Agreement in Order No. PSC-96-1236-FOF-TP, issued October 7, 1996, in Docket No. 960769TP. The PSC approved an amended Intermedia Agreement in Order No. PSC-97-1617-FOF-TP, issued on December 30, 1997, in Docket No. 971230-TP.

27. The Intermedia Agreement defines Local Traffic in Section 1(D) as:

any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (EAS) exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

The portion regarding reciprocal compensation, Section IV(A) states:

The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.

Section IV(B) states:

Each party will pay the other party for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein.

THE MCI AGREEMENT

28. MCI and BellSouth entered into an interconnection agreement pursuant to the Act on April 4, 1997 ("MCI Agreement"). The PSC approved the MCI Agreement in Order Nos. PSC-97-0723-FOF-TP, issued June 19, 1997, and PSC-970723A-FOF-TP, issued June 26, 1997, in Docket No. 960846-TP.

29. The MCI Agreement defines local traffic in Attachment IV, Subsection 2.2.1.

That subsection reads as follows:

The parties shall bill each other reciprocal compensation at the rates set forth for Local Interconnection in this Agreement and the Order of the PSC. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the

same exchange, or a corresponding Extended Area (EAS) exchange. The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

INFORMATION SERVICE PROVIDERS DEFINED

The Act defines "information service" as:

the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but not including any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

47 U.S.C. § 153(20). The industry term "ISP" refers to an Information Service Provider, of which an Internet Service Provider is a subset. "ISP traffic" means traffic originated by a residence or business end user to an ISP which provides that end user, via telecommunications, with the information services, including Internet access service.

NATURE OF THE DISPUTE AND PROCEDURAL HISTORY

30. On August 12, 1997, BellSouth issued a memorandum to its CLEC customers reminding them that BellSouth's "interconnection agreement [with CLECs] applies only to local traffic" and that "traffic to and from [ISPs] remains jurisdictionally interstate." The memorandum continued: "BellSouth will neither pay, nor bill, local interconnection charges for traffic terminated to an [ISP]."

971478-TP

31. On November 12, 1997, WorldCom filed a Complaint with the PSC, Docket No. 970315-TP, alleging that BellSouth failed to pay reciprocal compensation for local telephone exchange service traffic transported and terminated by WorldCom's affiliate, MFS, to ISP customers.

980184-TP

32. On February 4, 1998, TCG filed a Complaint with the PSC, Docket No. 980164-TP, also alleging that BellSouth failed to pay reciprocal compensation for local telephone exchange service traffic transported and terminated by TCG to ISP customers.

✓33. On February 23, 1998, MCI filed a Complaint with the PSC, Docket No. 980281-TP, alleging, among other things, that BellSouth failed to pay reciprocal compensation for local telephone exchange service traffic transported and terminated by MCI to ISP customers.

✓34. On April 6, 1998, Intermedia filed a Complaint with the PSC, Docket No. 980495-TP, alleging that BellSouth failed to pay reciprocal compensation for local telephone exchange service traffic transported and terminated by Intermedia to ISP customers.

35. The four complaints each challenged the position on reciprocal compensation articulated in the BellSouth memorandum. Each complaint alleged that BellSouth's refusal to pay reciprocal compensation for calls terminated to ISPs constitutes a breach of contract. The four complaints were consolidated for purposes of hearing.

36. The question presented to the PSC was whether, under the respective Agreements, the parties intended to treat calls through which an end user obtains access to services offered by an ISP as local traffic subject to reciprocal compensation.

THE PSC DECISION

37. On September 15, 1998, the PSC issued its Final Order Resolving Complaints, Order No. PSC-98-1216-FOF-TP, and determined that under the terms of the Agreements, BellSouth is required to pay the several CLECs reciprocal compensation for the transport and termination of telephone exchange service terminated with ISPs. The PSC ordered BellSouth to compensate the CLECs according to the Agreements, including interest, for the entire period the balance owed is outstanding.

38. The PSC determined that the case is primarily a contract dispute between the parties in which the PSC decided whose meaning was to be given to the term "Local Traffic" in the Agreements. Accordingly, the PSC only addressed the issue of whether ISP traffic should be treated as local or interstate for purposes of reciprocal compensation. The PSC expressly declined to address any questions about the ultimate nature of ISP traffic for reciprocal compensation purposes, or for any other purposes.

39. While there are four defendant CLECs in the consolidated case, BellSouth's position on each is the same, and the general allegations set forth herein address all four.

DESCRIPTION OF INTERNET TRAFFIC

40. The FCC has classified internet services offered by ISPs as "enhanced services." As with other communications services, enhanced services have an interstate component.

To ascertain whether an enhanced service is jurisdictionally interstate, the same jurisdictional determinants applicable to basic services apply.

41. The FCC has always recognized that an interstate communication (on an end-to-end basis) occurs when a user connects a local exchange call to another service or facility over which the call is carried out of state. The FCC's jurisdiction under the Act extends from the inception of the interstate communication to its completion, regardless of any intermediate facilities.

42. The essence of Internet services is the ease with which a user can obtain access to information from any host connected to the Internet. The Internet enables information and Internet resources to be widely distributed and eliminates the need for the user and the information to be physically located in the same area. Hosts connected to the Internet can be located anywhere. Indeed, the fact that they are not tied to a particular geographic location represents one of the fundamental values of the Internet.

43. Calls made by an end user to gain access to the Internet or other services offered by an ISP do not constitute local traffic, but rather represent traffic that is jurisdictionally interstate, because the information service itself is interstate. One Internet call can reach computer databases in the same state, in other states, and in other countries, not merely at different times during the transmission, but at the same time.

44. The fact that a single Internet call may simultaneously be interstate, international and intrastate makes it inseverable for jurisdictional purposes, and it must be treated as

interstate, thus vesting jurisdiction with the FCC. Indeed, jurisdiction over ISP traffic has been and continues to be clearly vested with the FCC. Moreover, the FCC is presently considering the precise issue raised here, because of the ISP traffic's interstate nature.

FCC JURISDICTION

45. The FCC's jurisdiction extends over interstate and foreign communication by wire or radio.⁴

46. The key to the FCC's jurisdiction is the nature of the communication rather than the physical location of technology. Facilities located within a single state perform an interstate communications service when they take part in the transmission of signals between different states.

47. The FCC's jurisdiction begins with the facilities at the originating end of a communication used to initiate a transmission and extends to the facilities used to complete the communication at the terminating end of the transmission.

48. The fact that the facilities and apparatus used to provide a service may be located within a single state neither limits the FCC's jurisdiction nor expands the state commission's jurisdiction. The FCC has jurisdiction over, and regulates charges for, the local network when it is used in conjunction with origination and termination of interstate calls.

⁴ 47 U.S.C. § 152(a).

49. Calls bound for the Internet through an ISP's switch constitute interstate communications, not local traffic, because they terminate not on the CLEC's network, but rather at the Internet host computer containing the information sought by the calling party.

FEDERAL JURISDICTION IS PRE-EMINENT

50. Although the Act establishes distinct spheres of state and federal jurisdiction, there are nonetheless circumstances in which the state and interstate aspects of a communications service cannot be separated. Federal jurisdiction is pre-eminent where the jurisdictional components are inseparable, where more than 10 percent of the total use of the service is related to transmitting interstate traffic.

51. The inability to distinguish and sever the jurisdictional nature of each communication that traverses an Internet connection as purely local or interstate, coupled with the predominant interstate nature of Internet communications, lead to the inescapable conclusion that all Internet traffic must be considered jurisdictionally interstate.

52. ISP traffic is clearly interstate in nature, and charges paid with respect to such traffic by all parties should be resolved in the pending proceedings before the FCC.

BELLSOUTH'S CONTRACTUAL INTENTIONS

53. When BellSouth negotiated the Agreements, existing law reflected that the FCC considered ISP traffic to be interstate, not local, and that the FCC determined a call's jurisdiction by its end-to-end nature (its originating and terminating points).

54. BellSouth never agreed to subject ISP traffic to the reciprocal compensation obligations of the respective Agreements.

55. BellSouth's refusal to pay reciprocal compensation for ISP traffic, therefore, does not constitute a breach of contract.

56. BellSouth did not view ISP traffic to "terminate" within the local calling area. Accordingly, BellSouth never agreed to an essential element of the Agreements, i.e., the scope of the parties' reciprocal compensation obligations, and therefore BellSouth cannot have breached the Agreements when it refused to pay for reciprocal compensation for ISP traffic.

57. While each Agreement defines "local traffic," they did not specify whether ISP traffic was subject to this definition. Therefore, no meeting of the minds occurred between the parties that ISP traffic was included in the reciprocal compensation provisions.

COUNT I
JUDICIAL REVIEW OF PSC ORDER

58. BellSouth realleges paragraphs 1 through 57 above.

59. Because the calls in question are interstate, and not local traffic, they are within the exclusive jurisdiction of the FCC. Therefore, the PSC exceeded its jurisdiction in issuing the order.

60. The PSC acted erroneously, arbitrarily and capriciously in ordering that the reciprocal compensation provisions of the Agreements apply to traffic transported by the CLECs to ISP customers, but not terminated on the CLEC's network.

WHEREFORE, BellSouth respectfully requests that the PSC's order be reversed, and that the Court further order that the PSC lacked jurisdiction over the dispute.

COUNT II
INJUNCTION AGAINST THE PSC AND THE COMMISSION DEFENDANTS

61. BellSouth realleges paragraphs 1 through 57 above.

62. The PSC's order violates Sections 251 and 252 of the Act and adversely affects the opening of telecommunications markets in Florida.

63. The effect of the PSC's order unjustly skews reciprocal compensation arrangements in a manner that discourages competition in the local telecommunications market in this State, and thereby results in the unfair and inequitable treatment of telecommunications providers such as BellSouth.

64. BellSouth is entitled to an Order permanently enjoining the PSC from enforcing its Order.

65. BellSouth is aggrieved and will be irreparably harmed by the PSC's order in that: (1) it would be required to pay to the CLECs millions of dollars to which the CLECs are not entitled; and (2) the PSC's order unfairly and unjustly impedes BellSouth's ability to do business as an LEC in Florida, in violation of the Act.

66. The Order constitutes final agency action and BellSouth has no further remedy at law other than through this petition and complaint.

WHEREFORE, BellSouth respectfully requests that this Court enjoin the PSC and its members from ordering BellSouth to pay reciprocal compensation for calls delivered to ISP end users.

COUNT III
DECLARATORY JUDGMENT AGAINST WORLDCOM

67. BellSouth realleges paragraphs 1 through 57 above.

68. BellSouth requests declaratory judgment and other relief pursuant to 28 U.S.C. sections 2201 and 2202, and 47 U.S.C. section 252(e)(6) for the purpose of determining a question of an actual controversy between the parties.

69. An immediate substantial controversy exists between BellSouth and WorldCom, who have adverse legal interests in the outcome of this controversy.

70. BellSouth has a personal stake in the outcome of the controversy, evidenced by the possibility of a distinct and palpable injury.

71. BellSouth is entitled to a declaratory judgment in its favor against WorldCom.

WHEREFORE, BellSouth respectfully requests a judgment declaring that the telecommunications traffic at issue is interstate in nature, and therefore not subject to the reciprocal compensation provisions of the WorldCom Agreement.

COUNT IV
DECLARATORY JUDGMENT AGAINST TCG

72. BellSouth realleges paragraphs 1 through 57 above.

73. BellSouth requests declaratory judgment and other relief pursuant to 28 U.S.C. sections 2201 and 2202, and 47 U.S.C. section 252(e)(6) for the purpose of determining a question of an actual controversy between the parties.

74. An immediate substantial controversy exists between BellSouth and TCG, who have adverse legal interests in the outcome of this controversy.

75. BellSouth has a personal stake in the outcome of the controversy, evidenced by the possibility of a distinct and palpable injury.

76. BellSouth is entitled to a declaratory judgment in its favor against TCG.

WHEREFORE, BellSouth respectfully requests a judgment declaring that the telecommunications traffic at issue is interstate in nature, and therefore not subject to the reciprocal compensation provisions of the TCG Agreement.

COUNT V
DECLARATORY JUDGMENT AGAINST INTERMEDIA

77. BellSouth realleges paragraphs 1 through 57 above.

78. BellSouth requests declaratory judgment and other relief pursuant to 28 U.S.C. sections 2201 and 2202, and 47 U.S.C. section 252(e)(6) for the purpose of determining a question of an actual controversy between the parties.

79. An immediate substantial controversy exists between BellSouth and Intermedia, who have adverse legal interests in the outcome of this controversy.

80. BellSouth has a personal stake in the outcome of the controversy, evidenced by the possibility of a distinct and palpable injury.

81. BellSouth is entitled to a declaratory judgment in its favor against Intermedia.

WHEREFORE, BellSouth respectfully requests a judgment declaring that the telecommunications traffic at issue is interstate in nature, and therefore not subject to the reciprocal compensation provisions of the Intermedia Agreement.

COUNT VI
DECLARATORY JUDGMENT AGAINST MCI

82. BellSouth realleges paragraphs 1 through 57 above.

83. BellSouth requests declaratory judgment and other relief pursuant to 28 U.S.C. sections 2201 and 2202, and 47 U.S.C. section 252(e)(6) for the purpose of determining a question of an actual controversy between the parties.

84. An immediate substantial controversy exists between BellSouth and MCI, who have adverse legal interests in the outcome of this controversy.

85. BellSouth has a personal stake in the outcome of the controversy, evidenced by the possibility of a distinct and palpable injury.

86. BellSouth is entitled to a declaratory judgment in its favor against MCI.

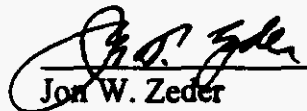
WHEREFORE, BellSouth respectfully requests a judgment declaring that the telecommunications traffic at issue is interstate in nature, and therefore not subject to the reciprocal compensation provisions of the MCI Agreement.

ADDITIONAL RELIEF REQUESTED

In addition to the relief requested above, as to all counts BellSouth requests that this Court award BellSouth its attorneys fees and costs incurred in bringing this action, and such other and further relief as the Court deems just and proper.

DATED this 14th day of October, 1998.

ADORNO & ZEDER, P.A.


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