

RECEIVED-FPSC

2021 DEC 27 AM 8:31

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

COMMISSION
CLERK

BELLSOUTH)
TELECOMMUNICATIONS, LLC,)
d/b/a AT&T Florida,)

Complainant,)

v.)

FLORIDA POWER & LIGHT COMPANY,)

Respondent.)

) Proceeding No. 19-187
) Bureau ID No. EB-19-MD-006
)
) Proceeding No. 20-214
) Bureau ID No. EB-20-MD-002

DKT 20210000

MOTION FOR LEAVE TO FILE A SUR-REPLY

Pursuant to Section 1.732(c) of the Federal Communications Commission’s (“Commission”) Rules of Practice and Procedure, 47 C.F.R. § 1.732(c), Respondent Florida Power & Light Company (“FPL”), by and through its undersigned counsel, respectfully submits this Motion for Leave to File a Sur-Reply in Further Support of the Opposition to the Application for Review (“Sur-Reply”) and in response to the Reply in Support of BellSouth Telecommunications LLC d/b/a AT&T Florida (“AT&T”) filed on November 18, 2021. In support thereof, FPL states as follows:

I. BACKGROUND

1. On September 15, 2021, AT&T filed the Application for Review of Bellsouth Telecommunications, LLC d/b/a AT&T Florida (“Application for Review”) with the Commission. AT&T argued in its Application for Review that the Commission should revise the three

Enforcement Bureau Orders dated May 20, 2020,¹ January 14, 2021,² and August 16, 2021³ related to the rates (“Rate Orders”) and the Enforcement Bureau Order dated August 16, 2021 in Proceeding No. 20-214 (“Terms and Conditions Order”).⁴

2. FPL filed its Opposition to the Application for Review on October 29, 2021, in which it supported and defended the Enforcement Bureau’s decisions in the Rate Orders and the Terms and Conditions Order.⁵

3. On November 18, 2021, AT&T filed its Reply in Further Support of the Application for Review of the Four *Bureau Orders* (“Reply in Support”).⁶ In its Reply in Support, AT&T newly addresses and misrepresents FPL’s position regarding refunding AT&T’s overpayments.⁷

4. Accordingly, FPL seeks leave to file the attached Sur-Reply (“Sur-Reply”) to respond to the argument made for the first time in the Reply in Support and to clarify the record.

¹ *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, 35 FCC Rcd. 5321 (May 20, 2020) (“*May 2020 Order*”).

² *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, 36 FCC Rcd. 253 (Jan. 14, 2021) (“*Jan. 2021 Order*”).

³ *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, DA-21-1004, 2021 FCC LEXIS 3086 (Aug. 16, 2021) (“*Aug. 2021 Rate Order*”).

⁴ *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, DA 21-1002, 2021 FCC LEXIS 3069, at *20, ¶ 23 (Aug. 16, 2021) (“*Terms and Conditions Order*”).

⁵ Respondent Florida Power & Light Company’s Opposition to the Application for Review of BellSouth Telecommunications, LLC d/b/a AT&T Florida, *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Proceeding Nos. 19-187 and 20-214 (filed Oct. 29, 2021) (“*Opposition to the Application for Review*”).

⁶ BellSouth Telecommunications, LLC d/b/a AT&T Florida’s Reply in Further Support of the Application for Review of Four *Bureau Orders*, *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Proceeding Nos. 19-187 and 20-214 (filed Nov. 18, 2021) (“*Reply in Support*”).

⁷ *Id.* at 1.

II. ARGUMENT

5. Rule 1.3 of the Commission's Rules provides that "[a]ny provisions of the [Commission's] rules may be waived by the Commission on its own motion or on petition if good cause therefore is shown."⁸ Section 1.729(f) gives the Commission staff the authority to direct a party to file an opposition to a motion.⁹ Additionally, the Commission, under Section 1.732(c), "may require the parties to submit any additional information it deems appropriate for a full, fair, and expeditious resolution of the proceeding."¹⁰

6. Good cause exists to permit FPL to file its Sur-Reply because AT&T's Reply in Support raises – for the first time – legal and factual issues that FPL should be permitted to address.¹¹ Further, granting FPL leave to file a Sur-Reply will promote the public interest by furthering the Commission's "goal of developing a complete record."¹² Additionally, the additional information in FPL's Sur-Reply promotes "a full, fair, and expeditious resolution of the proceeding" because FPL's Sur-Reply addresses AT&T's mischaracterizations of FPL's

⁸ 47 C.F.R. § 1.3.

⁹ See 47 C.F.R. § 1.729(f).

¹⁰ 47 C.F.R. § 1.732(c).

¹¹ See *In the Matter of Petition for Waiver filed by Rural Telephone Service Company Concerning the Definition of "Study Area" Contained in Part 36 Appendix-Glossary of the Commission's Rules*, AAD 96-38, Memorandum Opinion and Order, 12 FCC Red 785, 786, ¶ 3 (1997) ("Waiver of Commission rules is appropriate only if special circumstances warrant deviation from the general rule and such a deviation will serve the public interest.").

¹² *AT&T Corp. v. Bell Atlantic-Penn.*, 14 FCC Rcd 556, 601-02, ¶ 106 (1998) (granting Bell Atlantic's motion for leave to file a supplemental reply and including the supplemental reply in the record "in the interest of fairness and to further our goal of developing a complete record").

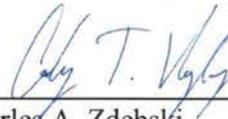
compliance with the Rate Orders to negotiate the refund based on the Old Telecom Rate.¹³ This mischaracterization is identified and addressed in FPL's Sur-Reply.¹⁴

7. As a result, good cause exists to grant FPL's Motion for Leave in order to develop a complete record for a full and fair resolution to this proceeding.

III. CONCLUSION

WHEREFORE, for the foregoing reasons, Florida Power & Light Company respectfully requests that the Commission grant FPL leave to file a Sur-Reply in Further Support of the Opposition to the Application for Review.

Respectfully submitted,



Charles A. Zdebski
Jeffrey P. Brundage
Cody T. Murphey
Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W., Suite 1200
Washington, D.C. 20006
(202) 659-6600
czdebski@eckertseamans.com
jbrundage@eckertseamans.com
cmurphey@eckertseamans.com

Joseph Ianno, Jr.
Maria Jose Moncada
Charles Bennett
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
(561) 304-5795
Joseph.Iannojr@fpl.com

Alvin B. Davis
Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 4700
Miami, FL 33131
(305) 577-2835
Alvin.Davis@squiresanders.com

¹³ See 47 C.F.R. § 1.732(c).

¹⁴ See e.g., Ex. A (Sur-Reply) at 2-7.

CERTIFICATE OF SERVICE

I hereby certify that on December 17, 2021, I caused a copy of the foregoing Motion for Leave to File a Sur-Reply to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

Christopher S. Huther, Esq.
Claire J. Evans, Esq.
Wiley Rein LLP
1776 K Street, N.W.
Washington, DC 20006
chuther@wileyrein.com
cevans@wileyrein.com
Attorneys for BellSouth
Telecommunications, LLC
(Via e-mail)

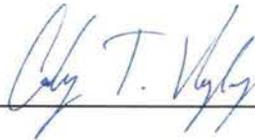
Marlene H. Dortch, Secretary
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701
(Via ECFS)

Robert Vitanza
Gary Phillips
David Lawson
AT&T Services, Inc.
1120 20th Street NW, Suite 1000
Washington, DC 20036
(Via U.S. Mail)

Lisa B. Griffin
Lia Royle
Sonja Rifken
Sandra Gray-Fields
Federal Communications Commission
Enforcement Bureau
Market Disputes Resolution Division
445 12th Street, SW
Washington, DC 20554
(Via ECFS and e-mail)

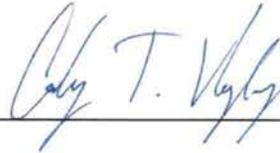
Kimberly D. Bose, Secretary
Nathaniel J. Davis, Sr., Deputy Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426
(Via U.S. Mail)

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
(Via U.S. Mail)



RULE 1.721(M) VERIFICATION

I, Cody T. Murphey, as signatory to this submission, hereby verify that I have read this Motion for Leave to File a Sur-Reply and; to the best of my knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and that it is not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of the proceeding.

A handwritten signature in blue ink that reads "Cody T. Murphey". The signature is written in a cursive style and is positioned above a horizontal line.

Cody T. Murphey

Exhibit A

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
)	Proceeding No. 19-187
<i>Complainant,</i>)	Bureau ID No. EB-19-MD-006
)	
v.)	Proceeding No. 20-214
)	Bureau ID No. EB-20-MD-002
FLORIDA POWER & LIGHT COMPANY,)	
)	
<i>Respondent.</i>)	

**SUR-REPLY IN FURTHER SUPPORT OF
THE OPPOSITION TO THE APPLICATION FOR REVIEW**

Respondent Florida Power & Light Company (“FPL”), by and through counsel, respectfully submits this Sur-Reply in Further Support of the Opposition to the Application for Review. In further support thereof, FPL states as follows:

I. BACKGROUND

1. On September 15, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Florida (“AT&T”) filed the Application for Review of BellSouth Telecommunications, LLC d/b/a AT&T Florida (“Application for Review”) with the Commission. AT&T argued in its Application for Review that the Commission should revise the three Enforcement Bureau Orders dated May 20, 2020,¹ January 14, 2021,² and August 16, 2021³ related to the rates (“Rate Orders”) and the

¹ *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, 35 FCC Rcd. 5321 (May 20, 2020) (“*May 2020 Order*”).

² *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, 36 FCC Rcd. 253 (Jan. 14, 2021) (“*Jan. 2021 Order*”).

³ *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, DA-21-1004, 2021 FCC LEXIS 3086 (Aug. 16, 2021) (“*Aug. 2021 Rate Order*”).

Enforcement Bureau Order dated August 16, 2021 in Proceeding No. 20-214 (“Terms and Conditions Order”).⁴

2. FPL filed its Opposition to the Application for Review on October 29, 2021, in which it supported and defended the Enforcement Bureau’s decisions in the Rate Orders and the Terms and Conditions Order.⁵

3. On November 18, 2021, AT&T filed its Reply in Further Support of the Application for Review of the Four *Bureau Orders* (“Reply in Support”).⁶ In its Reply in Support, AT&T made new legal and factual arguments not found in its Application for Review and misrepresented FPL’s position regarding refunding any alleged AT&T overpayments.

4. Specifically, AT&T speciously alleges that FPL refuses to refund AT&T’s overpayments after the Enforcement Bureau issued its May 20, 2020 and January 14, 2021 orders and for that reason contends that the FCC “should intervene . . . and force FPL to comply with the law.”⁷ AT&T’s new position is as untrue as it is improper.

⁴ *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Memorandum Opinion and Order, DA 21-1002, 2021 FCC LEXIS 3069, at *20, ¶ 23 (Aug. 16, 2021) (“*Terms and Conditions Order*”).

⁵ Respondent Florida Power & Light Company’s Opposition to the Application for Review of BellSouth Telecommunications, LLC d/b/a AT&T Florida, *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Proceeding Nos. 19-187 and 20-214 (filed Oct. 29, 2021) (“*Opposition to the Application for Review*”).

⁶ BellSouth Telecommunications, LLC d/b/a AT&T Florida’s Reply in Further Support of the Application for Review of Four *Bureau Orders*, *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Proceeding Nos. 19-187 and 20-214 (filed Nov. 18, 2021) (“*Reply in Support*”).

⁷ *Id.* at 1.

II. ARGUMENT

5. AT&T's newfound claim that FPL refused to refund any overpayments owed to AT&T, in violation of the Enforcement Bureau's Rate Orders, is a flagrant mischaracterization of FPL's position and the parties' interactions.

6. FPL, in fact, complied with the Rate Orders' direction to calculate the parties' pole attachment rates based on the guidance provided in the Rate Orders. FPL never refused to refund any overpayments, as AT&T would have the Commission believe.

7. In its Order dated May 20, 2020, the Enforcement Bureau found that "AT&T is entitled to a rate approximating the Old Telecom Rate."⁸ However, the Enforcement Bureau noted that "[b]ecause AT&T and FPL are attached to each other's poles, their relationship is more complex than the relationship between an electric utility and cable company or competitive LEC, and involves an interlocking set of reciprocal rights and responsibilities."⁹ The Enforcement Bureau, therefore, ordered the parties "to confer in light of [its] order to attempt to attempt to resolve their remaining disputes."¹⁰

8. The Enforcement Bureau subsequently found in its January 14, 2021 Order that AT&T was entitled to a refund for "any" overpayments between July 1, 2014 and December 31, 2018.¹¹ Moreover, the Enforcement Bureau resolved the parties' disputes with respect to the calculation of the Old Telecom Rate "so that the parties may calculate the exact amount AT&T

⁸ *May 2020 Order*, 35 FCC Rcd. at 5326, ¶ 10.

⁹ *Id.*

¹⁰ *May 2020 Order*, 35 FCC Rcd. at 5332, ¶ 20; *see also Jan. 2021 Order*, 36 FCC Rcd. at 255, ¶ 6 ("The *Order* explained that because AT&T and FPL attach to each other's poles, their relationship consists of numerous reciprocal rights and responsibilities, so that their dispute is best resolved by settlement.").

¹¹ *Jan. 2021 Order*, 36 FCC Rcd. at 255–258, ¶¶ 8–15.

was obligated to pay FPL for the period at issue.”¹² The Enforcement Bureau directed the parties to “calculate and apply new pole attachment rates in accordance with the guidance provided” by the Bureau.¹³

9. In accordance with the Rate Orders, FPL calculated proposed pole attachment rates for each party’s attachments to the other’s poles based on the Old Telecom Rate for the period specified in the Rate Orders. FPL’s proposed calculation of the Old Telecom Rate is attached hereto as Exhibit 1.

10. Not only was FPL’s proposed pole attachment rate consistent with the May 2020 and January 2021 Orders, the proposal was also consistent with the formula AT&T proposed in its First Complaint and the relief it requested from the Commission. Specifically, in the First Complaint, AT&T requested “that the Commission set the just and reasonable rate, effective as of the 2014 rental year, at a rate that is no higher than the rate that is properly calculated in accordance with the pre-existing telecom rate formula.”¹⁴ AT&T specifically calculated the rates for each party’s attachments to the other’s poles based on the Telecom Rates. That is, AT&T provided the telecom rate calculations for its attachments to FPL’s poles and also provided the telecom rates for FPL’s attachments to AT&T’s poles. AT&T called the calculation of the telecom rate for each party’s respective attachments to the other’s poles the “proportional” rate.¹⁵

11. For its position on the parties’ respective attachment rates, AT&T relied on the testimony of its witness, Daniel P. Rhinehart. He calculated the “proportional” new and old

¹² *Id.* at 258, ¶ 16.

¹³ *Id.* at ¶ 25.

¹⁴ Amended Pole Attachment Complaint at ¶ 41, *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Proceeding No. 19-187 (filed July 12, 2019) (“*Complaint I*”).

¹⁵ *Id.* at 22–23, ¶¶ 37–38.

telecom rates for each party's respective attachments to the other's poles using the FCC's relevant formulas.¹⁶ Mr. Rhinehart explained: "I calculate the overpayments using 'proportional' rates because the Commission 'anticipat[ed] that incumbent LECs and electric utilities would charge each other roughly the same proportionate rate given the parties' relative usage of the pole.'"¹⁷ AT&T then prayed that the Commission grant the relief it requested and order that the parties pay attachment rates in accordance with AT&T's methodology.¹⁸

12. AT&T did not stop there. Lest there be any doubt regarding AT&T's position as to how the Commission must calculate the parties' respective rates, in its Reply Legal Analysis in Support of Pole Attachment Complaint in Proceeding No. 20-214, AT&T reiterated that each party should pay the other for its respective attachments to poles using the telecom rate methodology for the 2014 through 2018 rental years. AT&T's witness Mr. Rhinehart made clear: "In particular, the maximum rent under federal law for AT&T's use of FPL's poles is rent properly calculated at proportional old telecom rates."¹⁹ Indeed, Mr. Rhinehart used the phrase "proportional old telecom rate" four times to make AT&T's request unambiguous.²⁰ AT&T then argued in its Reply, based on Mr. Rhinehart's testimony, that it had made alleged overpayments to FPL based on rate calculations using "proportional old telecom rates."²¹

¹⁶ *Complaint I*, Ex. A (Rhinehart Affidavit) at 8–12, ¶¶ 18–28.

¹⁷ *Id.* at 8–9, ¶¶ 18–19 n.14 (citing *Verizon Va., LLC and Verizon S., Inc. v. Va. Electric and Power Co.*, 32 FCC Rcd. 3750, 3760, ¶ 21, n.78 (2017) (citing *Pole Attachment Order*, 26 FCC Rcd. at 5337, ¶ 218 n.662)).

¹⁸ *Id.* at 23–24, ¶¶ 39–42.

¹⁹ AT&T's Reply Legal Analysis in Support of Pole Attachment Complaint, Ex. E (Rhinehart Reply Aff.) at 8, ¶ 16, *BellSouth Telecomms., LLC d/b/a AT&T Fla. v. Fla. Power and Light Co.*, Proceeding No. 20-214 (filed Dec. 4, 2020) ("Reply Legal Analysis").

²⁰ *Id.* at 8–9, ¶ 16.

²¹ *See, e.g.*, Reply Legal Analysis at 20, n.100 (citing Ex. E (Rhinehart Reply Aff.) at 9–10, ¶ 16).

13. Based on the Enforcement Bureau's May 2020 and January 2021 Orders, and AT&T's arguments, position and prayer for relief in its pleadings that the rental rate for the parties' respective attachments to the other's poles be calculated using the Old Telecom Rate, FPL proposed rental rates for the period between 2014 and 2018 calculated using the Old Telecom Rate for each party's attachments.

14. However, despite FPL's compliance with the Enforcement Bureau's directive in the May 2020 and January 2021 Orders to calculate and apply the Old Telecom Rate, and despite FPL's compliance with AT&T's approach and position in its pleadings, AT&T rejected FPL's proposed approach contrary to its positions and relief requested in the Commission proceedings. Instead, for the first time, AT&T proposed a new and different approach to calculating the parties' respective attachment rates. For AT&T's attachments to FPL's poles, consistent with the May 2020 and January 2021 Bureau Orders, AT&T calculated the attachment rate using the Old Telecom Rate and the inputs directed by the Commission.

15. However, for FPL's attachments to AT&T's poles, AT&T took a new and novel approach.²² First, AT&T refused FPL's request to provide AT&T's pole ownership costs so the Old Telecom Rate could be calculated for FPL's attachments to AT&T's poles. AT&T then calculated an attachment rate based on a proportionate reduction from the Joint Use Agreement rate instead of applying the applicable inputs to calculate the Old Telecom Rate as was done to establish the rate to attach to FPL poles. That is, AT&T first calculated the percentage difference between the JUA rate for its attachments to FPL's poles and the rate for its attachments to FPL's

²² The parties exchanged rate calculations pursuant to the Commission's directive to do so. While nothing about the exchange of rate calculations pursuant to the Commission's order was confidential, AT&T designated its rate calculation spreadsheet as a confidential settlement offer. FPL does not agree with this mistaken designation, but in a good faith acknowledgement of AT&T's wishes, FPL is not including the rate calculation in this filing.

poles using the Old Telecom Rate as directed by the Commission. It then reduced the JUA rate for FPL's attachments to AT&T's poles by that percentage, rather than calculating the rate for FPL's attachments at the "proportional old telecom rate."²³

16. AT&T's novel change in its position, its abrogation of the calculations, refusal to provide FPL with AT&T's cost of ownership data, arguments and prayers for relief in its pleadings, and its refusal to follow the Commission's orders led to an impasse. In no way did FPL refuse to refund any alleged overpayments.²⁴ Instead, AT&T's curveball stymied FPL's efforts to comply with the Commission's orders. Accordingly, the parties have been unable to negotiate and resolve any appropriate payments as required by the Enforcement Bureau's May 2020 and January 2021 Orders.

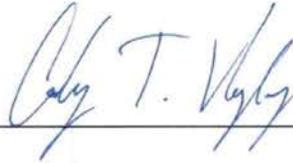
III. CONCLUSION

WHEREFORE, for the foregoing reasons, and for the reasons contained in the Opposition to the Application for Review, Florida Power & Light Company respectfully requests that the Commission deny AT&T's Application for Review and affirm the decisions of the Enforcement Bureau in all respects.

²³ Interestingly, Verizon, who is represented by the same counsel as AT&T in this case, has taken the complete opposite position in another matter pending before the Commission. *See Verizon Md. LLC v. The Potomac Edison*, Proceeding No. 19-355, 35 FCC Rcd. 13607 (2020). In that case, Verizon argues that the parties must employ the exact approach taken here by FPL in order to comply with the Commission's orders. *See, e.g.*, Motion Requesting Refund Computation Method or Formula at 5, *Verizon Maryland LLC v. The Potomac Edison Company*, Proceeding No. 19-355 (filed Oct. 8, 2021). This conveniently opportunistic and disingenuous ILEC flip-flop further establishes the error of AT&T's approach here.

²⁴ Indeed, even Mr. Rhinehart's testimony shows that FPL did not owe "any" overpayments to AT&T and therefore could not have refused to provide a refund. *See Reply Legal Analysis*, Ex. E (Rhinehart Reply Aff.) at 10, ¶ 17, Exhibit R-1.

Respectfully submitted,



Joseph Ianno, Jr.
Maria Jose Moncada
Charles Bennett
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
(561) 304-5795
Joseph.Iannojr@fpl.com

Alvin B. Davis
Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 4700
Miami, FL 33131
(305) 577-2835
Alvin.Davis@squiresanders.com

Charles A. Zdebski
Jeffrey P. Brundage
Cody T. Murphey
Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W., Suite 1200
Washington, D.C. 20006
(202) 659-6600
czdebski@eckertseamans.com
jbrundage@eckertseamans.com
cmurphey@eckertseamans.com

CERTIFICATE OF SERVICE

I hereby certify that on December 17, 2021, I caused a copy of the foregoing Sur-Reply in Further Support of the Opposition to the Application for Review to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

Christopher S. Huther, Esq.
Claire J. Evans, Esq.
Wiley Rein LLP
1776 K Street, N.W.
Washington, DC 20006
chuther@wileyrein.com
cevans@wileyrein.com
Attorneys for BellSouth
Telecommunications, LLC
(Via e-mail)

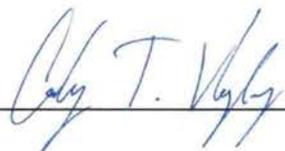
Marlene H. Dortch, Secretary
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701
(Via ECFS)

Robert Vitanza
Gary Phillips
David Lawson
AT&T Services, Inc.
1120 20th Street NW, Suite 1000
Washington, DC 20036
(Via U.S. Mail)

Lisa B. Griffin
Lia Royle
Sonja Rifken
Sandra Gray-Fields
Federal Communications Commission
Enforcement Bureau
Market Disputes Resolution Division
445 12th Street, SW
Washington, DC 20554
(Via ECFS and e-mail)

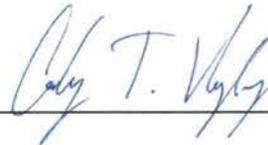
Kimberly D. Bose, Secretary
Nathaniel J. Davis, Sr., Deputy Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426
(Via U.S. Mail)

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
(Via U.S. Mail)



RULE 1.721(M) VERIFICATION

I, Cody T. Murphey, as signatory to this submission, hereby verify that I have read this Sur-Reply and; to the best of my knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and that it is not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of the proceeding.

A handwritten signature in blue ink, appearing to read "Cody T. Murphey", is written above a horizontal line.

Cody T. Murphey