

ORIGINAL

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MAIL ROOM

January 13, 2000

Ms. Blanca Bayo
Director of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 991854-TP

Dear Ms. Bayo:

Please find enclosed original copies of Carl Jackson's Affidavit and Verification filed in Docket No. 991854-TP in facsimile version. These original copies reflect Mr. Jackson's correct business address and should be substituted for the copies filed originally.

Thank you for your assistance in this matter.

Sincerely,



Charles J. Pellegrini

CJP:plk
Enclosures

AFA	_____
APP	_____
CAF	_____
CMU	<u>King</u>
CTR	_____
EAG	_____
LEG	<u>I</u>
MAS	_____
OPC	_____
RFR	_____
SEC	<u>I</u>
WAW	_____
OTH	<u>by Bayo</u>

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

County of)
)
State of)

**AFFIDAVIT OF
J. CARL JACKSON JR.**

I, J. CARL JACKSON JR., being duly sworn upon oath, do hereby depose and state as follows:

1. My name is J. Carl Jackson Jr.. I am employed by Intermedia Communications Inc. (“Intermedia”) as Senior Director, Industry Policy. My business address is 360 Interstate North Parkway, Atlanta, GA 30339. Prior to joining Intermedia in August 1999, I was employed by ICG Telecom as Senior Director, Regulatory. Previous to that, I was with Intermedia as Director, Local Exchange Service. I spent 18 years with BellSouth in positions of increasing responsibility. I have a B.A. degree from Georgia State University, and completed BellSouth’s “Strategic Professional Development” program in 1996.

2. I am submitting this Affidavit on behalf of Intermedia. The purpose of my Affidavit is to respond to BellSouth’s allegation in its petition for arbitration filed with the Commission on December 7, 1999 (the “Petition”), that BellSouth’s ability to resolve issues through negotiations has been hampered by Intermedia. As I explain more fully below, contrary to BellSouth’s allegation, it was BellSouth’s inability to meet with Intermedia that ultimately hampered Intermedia’s ability to raise some of the issues which are the subject of the Petition.

3. From the very beginning, Pat Finlen, BellSouth’s negotiator, made it clear to Intermedia that his availability to meet with Intermedia’s representatives was severely limited.

At that time, Mr. Finlen was negotiating with several other competitive local exchange carriers, including at least one of the largest interexchange-local exchange carriers in the country.

4. During Intermedia's representatives' first meeting with BellSouth on October 12, 1999, we attempted to set up a negotiation schedule. We were advised by Mr. Finlen, in no uncertain terms, that his calendar was almost full and he had very limited time to discuss Intermedia's issues. This notwithstanding, we were able to meet with Mr. Finlen on November 10, and then again on November 29.

5. At the November 29 meeting, cognizant of the limited time available to the parties, Intermedia's representatives requested that BellSouth extend the negotiations in order to permit the parties to discuss and resolve all remaining issues. In response to this request, Mr. Finlen and his attorney, Parkey Jordan, advised us that regardless of the status of the negotiation, BellSouth was unwilling to extend it. When it became apparent that we could not finish addressing the issues that day, we scheduled a follow-up meeting for December 3.

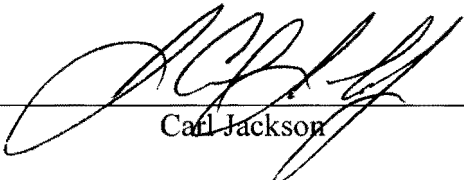
6. On December 3, we clarified a number of issues with BellSouth. We also raised several issues that we previously were unable to raise because of BellSouth's inability to meet with us. In addition, some of these issues were not fleshed out sooner because of the uncertainty created by the pendency of the Federal Communications Commission's *UNE Remand Order*.

7. BellSouth would like this Commission to believe that its inability to resolve or address Intermedia's issues was caused by Intermedia's "last minute negotiating tactics," as if to suggest that Intermedia was negotiating in bad faith. As is apparent here, the reverse is true. If only BellSouth had more time for Intermedia, there is no doubt in my mind that all the issues would have been raised and addressed. In addition, BellSouth was generally aware of Intermedia's issues because of last year's putative arbitration between Intermedia and BellSouth.

8. Even assuming, *arguendo*, that some of the issues were raised just prior to the end of the arbitration window, unless perpetrated in bad faith, nothing in the applicable law precludes the requesting carrier from raising additional issues before the end of the negotiation process.


9. In sum, Intermedia negotiated with BellSouth in good faith. Any insinuations by BellSouth that Intermedia may not have been forthcoming should be summarily dismissed by this Commission. Rather, the Commission should take judicial notice that BellSouth itself is principally responsible for the problems that may have arisen during the course of the negotiations between it and Intermedia.

FURTHER AFFIANT SAYETH NOT.



Carl Jackson

SUBSCRIBED AND SWORN TO BEFORE ME this 7th day of January, 2000.



Notary Public

My Commission Expires:
Notary Public, Cobb County, Georgia.
My Commission Expires July 2, 2001

County of)
State of)

**VERIFICATION OF
J. CARL JACKSON JR.**

I, **J. CARL JACKSON JR.**, being duly sworn upon oath, do hereby depose and state as follows:

1. My name is J. Carl Jackson Jr.. I am employed by Intermedia Communications Inc. ("Intermedia") as Senior Director, Industry Policy. My business address is 360 Interstate North Parkway, Atlanta, GA 30339. I am authorized by Intermedia to make this Verification on its own behalf.

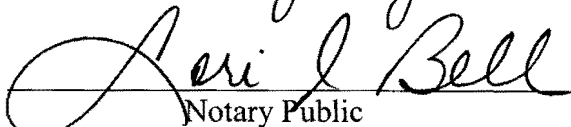
2. I declare that I have read the foregoing and that the facts and any matters stated therein are true to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NOT.



Carl Jackson

SUBSCRIBED AND SWORN TO BEFORE ME this 7th day of January, 2000.



Notary Public

My Commission Expires:

**Notary Public, Cobb County, Georgia.
My Commission Expires July 2, 2001**