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FILED ELECTRONICALLY

December 21, 2007

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RE: Docket No.: 070699-TP

Dear Ms. Cole:

Enclosed please find a corrected page 3 of Embarq Florida, Inc.'s Motion to Dismiss Intrado Communications Inc.'s Petition for Arbitration filed on December 17, 2007 in the above referenced docket matter. Embarq inadvertently referenced itself instead of Intrado in footnote 3 of the Motion to Dismiss.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at (850) 599-1560.

Sincerely,

s/Susan S. Masterton  
Susan S. Masterton

Enclosure

**Susan S. Masterton**  
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**CERTIFICATE OF SERVICE  
DOCKET NO. 070699-TP**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served by electronic and U.S. Mail this 21<sup>st</sup> day of December, 2007 to the following:

**Florida Public Service Commission**

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s/Susan S. Masterton  
**Susan S. Masterton**

negotiations under the Act, Intrado's delay in contacting Embarq deprived both parties of the ability to engage in meaningful negotiations.<sup>2</sup>

As Intrado admits, it did not submit its first mark-up to Embarq's standard agreement until September 23 – after its first meeting with Embarq and fully 120 days after Intrado initiated negotiations. (See, Attachment 6 to Intrado's Petition) And, as Intrado admits, this mark-up was only a partial mark-up, addressing only a few sections of the agreement. The only other specific changes proposed by Intrado were included in a subsequent draft provided to Embarq on October 8, 2007. (See, Attachment 8 to Intrado's Petition) These two mark-ups combined addressed only approximately 9 of the 34 issues raised in Intrado's Petition. Intrado acknowledges in footnote 29 of its Petition that the mark-up of the interconnection agreement submitted with the Petition includes additional issues that Intrado never presented to Embarq. What Intrado fails to say is that the additional issues represent the vast majority of what Intrado now represents to be “unresolved.”<sup>3</sup> Of course, the issues could not be resolved if they were never raised for Embarq's consideration.

On the other hand, contrary to Intrado's implications in its Petition and as the facts set forth in Intrado's Petition demonstrate, Embarq acted entirely in good faith in responding to the few issues Intrado did raise for Embarq's consideration. Upon receiving Intrado's initial request to negotiate an interconnection agreement under §251(c), Embarq promptly provided a template

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<sup>2</sup> As an ILEC, Embarq has numerous requests to negotiate for agreements within its 18 state territory outstanding at any given time. Many times, after the initial request, the CLEC never contacts Embarq again and actual negotiations are never commenced. It is reasonable that the burden of diligently pursuing negotiations should rest with the requesting carrier, rather than Embarq.

<sup>3</sup> Attachment 1 contains a Matrix identifying each of the redlines proposed by Intrado by the affected section of the Agreement. Of the approximately 155 redlines Embarq identified in the Nov. 27, 2007 draft of the interconnection agreement, at least 130 were not included in the draft interconnection agreements Intrado provided to Embarq prior to filing the arbitration.