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June 10, 1997

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: **Docket No. 961346-TP**

Dear Ms. Bayo:

Enclosed for filing are an original and fifteen (15) copies of an Emergency Motion for Stay of Telenet of South Florida, Inc. in the above-captioned docket.

A copy of the Brief is also on the enclosed diskette formatted in WordPerfect 6.1 for Windows. Please date stamp the extra hard copy and return it in the enclosed self-addressed envelope.

In view of the timeframe, attorneys for BellSouth have been sent copies by Federal Express and by facsimile.

Thank you for your attention to this matter.

Sincerely,



Ronald J. Jarvis

- CK
- FA
- PP
- AF
- IMU *Green*
- TR
- AG
- EG *1*
- JN *2*
- JPC
- RCH
- SEC *1*
- NAS
- OTH

Enclosures

cc: All parties of record

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
TELENET OF SOUTH FLORIDA, INC.)
)
Petition for Arbitration of Dispute with)
BellSouth Telecommunications, Inc.)
regarding call forwarding)
)

Docket No. 961346-TP

**EMERGENCY MOTION FOR STAY
TELENET OF SOUTH FLORIDA, INC.**

Douglas G. Bonner
Ronald J. Jarvis

SWIDLER & BERLIN, CHARTERED
3000 K Street, N.W., Ste. 300
Washington, D.C. 20007-5116
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Attorneys for Telenet of South Florida, Inc.

Dated: June 10, 1997

DOCUMENT NUMBER-DATE

05792 JUN 11 1997

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re:)	
)	
TELENET OF SOUTH FLORIDA, INC.,)	
)	
Petition for Arbitration of Dispute with)	Docket No. 961346-TP
BellSouth Telecommunications, Inc.)	
regarding call forwarding)	
)	

**EMERGENCY MOTION FOR STAY
TELENET OF SOUTH FLORIDA, INC.**

Telenet of South Florida, Inc. ("Telenet"), by its undersigned attorneys, pursuant to Rule 25-22.061, Florida Administrative Code, hereby files its Emergency Motion for Stay of Commission Order No. PSC-97-0462-FOF-TP (the "Order") issued on April 23, 1997 in the above-captioned proceeding. In view of the fact that BellSouth has given Telenet written notice that it will terminate service on June 13, 1997, it is requested that the Commission take immediate action to stay the effectiveness of the Order during the Commission's pending reconsideration, and, if necessary, during any judicial review.

I. INTRODUCTION

Telenet seeks to stay, on an emergency basis, the effectiveness of the Commission's Order, issued pursuant to Section 364.161(1), Florida Statutes, resolving a dispute between Telenet and BellSouth. The parties' dispute relates to whether BellSouth may continue to sell call forwarding to Telenet subject to the restrictions of section A13.9.1.A. of BellSouth's General Subscriber Service Tariff. In its Order, the Commission found, *inter alia*, that BellSouth could continue to enforce its

tariff provision, and that Telenet could be required to pay terminating access charges for use of BellSouth's network. Telenet filed a motion for reconsideration with the Commission on May 7, 1997, and the Commission has not yet ruled on that motion. Accordingly, pursuant to the Commission's rules, the Order is not deemed a final order for purposes of judicial review. *See* Rule 25-22.060(1)(c), Florida Administrative Code.

II. LEGAL STANDARD FOR COMMISSION GRANT OF STAY

Motions for stay pending judicial review are governed by Rule 25-22.061(2) of the Florida Administrative Code, which provides, in pertinent part:

. . . a party seeking to stay a final or non-final order of the Commission pending judicial review shall file a motion with the Commission, which shall have authority to grant, modify, or deny such relief. A stay pending review may be conditioned upon the posting of a good and sufficient bond or corporate undertaking, other conditions, or both. In determining whether to grant a stay, the Commission may, among other things, consider:

- (a) Whether the petitioner is likely to prevail on appeal;
- (b) Whether the petitioner has demonstrated that he is likely to suffer irreparable harm if the stay is not granted; and
- (c) Whether the delay will cause substantial harm or be contrary to the public interest.

Although the filing of a motion for reconsideration does not automatically stay the effectiveness of a Commission order, *see* Rule 25-22.060(1)(c), the Commission may act to stay a non-final order pending reconsideration. *See In re: Application for Amendment of Certificates Nos. 359-W and 290-S to Add Territory in Broward County by South Broward Utility, Inc.*, Order No. PSC-96-1403-FOF-WS, FPSC Docket No. 941121-WS (November 20, 1996) ("*South Broward Utility*"). Moreover, in *South Broward Utility*, the Commission clarified that a proponent of a stay need not

prove each consideration set forth in Rule 25-22.061(2) in order to justify a stay pending reconsideration of the Commission's Order, so long as the public is unharmed by a stay:

Although Sunrise [the movant] has not indicated whether it intends to appeal the final order in this docket and has not indicated whether it is likely to suffer irreparable harm if the stay is not granted, we find it appropriate to grant the stay pending our consideration of Sunrise's motion for reconsideration. In our opinion, neither SBU [South Broward Utility] nor the public will be harmed by a stay during that time.

III. TELENET'S MOTION SATISFIES THE CONSIDERATIONS OF RULE 25-22.061(2) AND A STAY SHOULD BE ORDERED

A. Telenet will Suffer Irreparable Harm If Its Motion for Stay is not Granted

BellSouth has given Telenet written notice (attached as "Exhibit 1" hereto) that it will terminate service to Telenet on June 13, 1997, based on the Commission's determination in the Order that BellSouth may enforce section A13.9.1.A. of its General Subscriber Service Tariff in the provision of call forwarding services presently provided to Telenet. Efforts by Telenet to avoid termination of service have been unsuccessful. This termination of service will cause immediate and irreparable harm to Telenet, a certificated alternative local exchange carrier currently providing service to customers in Florida, because it will cause a complete shutdown of Telenet's system, and pandemonium for Telenet's current customers. *See* Affidavit of Mitchell A. Kupinsky (attached as "Exhibit 2" hereto). It is not simply a matter of money. Telenet's reputation as a service provider, the goodwill developed with customers, and its credibility as an alternative provider of service in Florida are all at stake. Telenet believes that its legal position will ultimately vindicated in whole or in part; however, the damage done by the disconnection of its service on June 13 will be irreversible. Unlike BellSouth, a dominant carrier with prodigious financial and legal resources ,

Telenet has relatively modest resources, and may not be able to survive the destructive effect on its business that this planned termination will cause. In these incipient stages of entry by local competitors, BellSouth unquestionably benefits by taking unreasonable and aggressive stances to thwart entry by competitors.

Even if Telenet is terminated temporarily by BellSouth, irreparable damage will be done to Telenet's business. Accordingly, Telenet requests that the Commission act immediately to stay the effectiveness of its Order pending reconsideration (and, if necessary, pending judicial review), and in so doing expressly order that services to Telenet shall continue uninterrupted while the Stay is in effect.

B. The Requested Delay Will Not Cause Substantial Harm, And Is Not Contrary To The Public Interest

Granting this Motion for Stay will preserve Telenet's viability until Telenet has full opportunity to both (i) exercise its rights for reconsideration and appeal without being put out of business by BellSouth in the interim; and (ii) negotiate an interconnection or other agreement with BellSouth that will allow Telenet to remain in business. A stay will not inflict any harm on BellSouth or the public; nor will it be contrary to the public interest. At present, Telenet provides service to approximately 250 customers in Florida, offering them a competitive, low-cost alternative to BellSouth services. Members of the public in Florida that use Telenet's services save money, and have more options for their calls. Continuing the *status quo* pending reconsideration (and if necessary, judicial review) of the Order will avoid a permanent disruption of Telenet's existing customer relationships while the long term supplier relationship between Telenet and BellSouth is determined, either by reaching a negotiated interconnection agreement, or by further proceedings

before the Commission, or, if necessary, before the courts. Rather than inflicting any harm or injury on the public by maintaining the *status quo*, failing to do so will have the opposite effect: it will force Telenet customers to *lose* a competitive alternative, to face substantially higher costs, and be subject to substantially higher-priced services from BellSouth without meaningful alternatives.

Moreover, BellSouth will not suffer any substantial or noticeable harm if the *status quo* is maintained. Telenet's 250 customers do not represent a significant portion of the intra-LATA toll users in Florida served by BellSouth (nor are they even a significant portion of the intra-LATA toll users in the Southeast Florida LATA where Telenet exclusively is providing service today) and BellSouth is being paid by Telenet for its services at tariffed rates. In reality, Telenet's operations have only an inconsequential impact upon BellSouth's rate of return.

Accordingly, neither the public nor BellSouth itself will be harmed by maintaining the *status quo* pending the final outcome of the parties' dispute. In fact, the likelihood of harm to the public is *far greater* if the Commission does not enter a stay, and permits BellSouth to disconnect services to Telenet on June 13.

**C. Grant of a Stay Will Facilitate Resolution of the Parties' Dispute
In a Reasonable Fashion**

The Order encourages the parties to work out their differences in reasonable and good faith negotiations. Since the issuance of the Commission's Order in April, 1997, Telenet and BellSouth have been engaged in interconnection negotiations. During these negotiations, Telenet was offered the AT&T Interconnection Agreement in its entirety and without qualification by BellSouth, pursuant to an "opt-in" arrangement under Section 252(i) of the Telecommunications Act of 1996 (the "1996 Act").

More recently, however, BellSouth has reversed its position, denying Telenet the terms and conditions of the AT&T Interconnection Agreement (“AT&T Agreement”): first, denying that any such agreement “exists”,^{1/} then subsequently contending that Telenet would have to subject itself to additional restrictions not contained in the AT&T Agreement which are inconsistent with Sections 252(i) of the 1996 Act, as well as the FCC’s First Report and Order.

Only when Telenet stated in no uncertain terms that it is entitled under federal law to be offered the same terms and conditions provided to AT&T, and that it would not accept any additional restrictions in that agreement, did BellSouth first threaten to terminate service to Telenet. See correspondence attached as “Exhibit 3” hereto. As a matter of fact, BellSouth squarely offered, in writing, to maintain service to Telenet *if* Telenet would accept the AT&T agreement subject to additional BellSouth-requested restrictions. BellSouth is discriminating against Telenet by not offering all of the terms and conditions of another interconnection agreement as required by Section 252(i), and is failing to negotiate in good faith, as required by Section 252(b)(5) of the 1996 Act.

If, however, BellSouth is allowed to use the threat of termination as leverage to compel Telenet to accept rights that are inferior to those granted to AT&T, it will encourage BellSouth’s discriminatory refusal to allow Telenet to “opt-in” to the AT&T Agreement in its entirety.

^{1/}Despite the fact that BellSouth itself first offered the AT&T Interconnection Agreement to Telenet, and the Commission’s Orders in the AT&T Interconnection arbitration proceeding, BellSouth has recently claimed for the first time in the past few weeks that “no agreement exists” between BellSouth and AT&T. Apparently, BellSouth considers that it is under no obligation to provide the AT&T Interconnection Agreement terms and conditions to Telenet on a non-discriminatory basis, because it has not actually *signed* the agreement with AT&T, despite the fact that the Commission has instructed it to do so. *See Order on Agreement Between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc.*, Order No. PSC-97-0600-FOF-TP, Docket No. 960833-TP at 7 (May 27, 1997).

BellSouth's disingenuous insistence that Telenet can, indeed, "opt-in" to the AT&T agreement -- *so long as it accepts additional BellSouth restrictions that depart from the AT&T Agreement* -- is discriminatory and should not be encouraged by allowing it to eliminate service rather than negotiate in good faith.

D. Telenet is Likely to Prevail on Appeal

Telenet has set forth in its Motion for Reconsideration presently before this Commission its detailed arguments concerning why the Commission's arbitration order in this proceeding should be reconsidered. For purposes of economy, Telenet incorporates those arguments by reference here, and contends that, for the reasons set forth therein, its arguments on reconsideration are meritorious, and would entitle it to prevail on appeal if such a step becomes necessary.

IV. CONCLUSION

For all the above reasons, Telenet respectfully requests that the Commission grant its Emergency Motion for Stay pending reconsideration (and, if necessary, judicial review) prior to BellSouth's June 13, 1997 planned termination of service. Telenet also asks that the Commission make it clear that BellSouth may not legally terminate service to Telenet for the duration of the Stay.

Respectfully submitted,



Douglas G. Bonner
Ronald J. Jarvis

SWIDLER & BERLIN, CHARTERED
3000 K Street, N.W., Ste. 300
Washington, D.C. 20007-5116
(202) 424-7500 (Voice)
(202) 424-7645 (Fax)

Dated: June 10, 1997

**Emergency Motion for Stay
of Telenet of South Florida
June 10, 1997**

EXHIBIT 1



BellSouth Business Systems, Inc. 561 640-6580
Suite 400 Fax 561 640-6655
701 Northpoint Parkway
West Palm Beach, Florida 33407

Janet B. Craft
Vice President
and General Manager - FL

Mr. Marvin Kupinsky, President
Mr. Mitch Kupinsky, Vice President
Telenet of South Florida
10422 Taft Street
Pembroke Pines, Fl. 33026

May 23, 1997

Regarding: Notice of Disconnection of Call Forwarding and Call Transfer
Features

Gentlemen,

In a previous letter you received dated October 15, 1996, from O.G. "Doc" Moore, BellSouth Senior Account Executive, you were advised that your use of BellSouth Call Forwarding and Call Transfer Features was in violation of the Florida General Subscriber Service Tariff. At that time you were requested to provide satisfactory proof that your use of the features were not in violation of the tariff or the features in question would be removed from your telephone lines.

I have been advised that the situation was brought before the Florida Public Service Commission in Docket No. 961346-TP. On April 23, 1997, the Commission issued Order No. PSC-97-0462-FOF-TP. In this Order the Commission sustained the provisions of the tariff with which Telenet has not complied and also found that Telenet's current use of Call Forwarding violates Florida law. Therefore, you are hereby notified that all Call Forwarding and Call Transfer features will be removed from all telephone lines provided to Telenet of South Florida effective June 13, 1997.

If you have questions or require clarification of the above actions, please contact Mr. Moore at 954-351-3982.

Sincerely,

Janet Craft
General Manager/Vice President Florida

cc: Nancy B. White
O. G. Moore

**Emergency Motion for Stay
of Telenet of South Florida
June 10, 1997**

EXHIBIT 2

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
TELENET OF SOUTH FLORIDA, INC.)
)
Petition for Arbitration of Dispute with)
BellSouth Telecommunications, Inc.)
regarding call forwarding)
)

Docket No. 961346-TP

AFFIDAVIT OF MITCHELL A. KUPINSKY

Mitchell A. Kupinsky, being duly sworn, hereby states as follows:

1. I am the Executive Vice President and CEO of Telenet of South Florida, Inc. ("Telenet"), and I am directly involved in, and knowledgeable concerning, Telenet's operations and customer relationships.

2. Telenet is a certificated alternative local exchange carrier in the State of Florida, providing service to approximately 250 customers in the south Florida area. Telenet's services present an economical competitive alternative to callers for calls within the South Florida LATA that contains Palm Beach, Broward and Dade Counties.

3. The purpose of this Affidavit is to support Telenet's Motion for Stay pursuant to Rule 25-22.061(2) of the Florida Administrative Code, delaying the effectiveness of the Commission's Order in the arbitration proceeding with BellSouth, and thereby preventing BellSouth from terminating service to Telenet as planned on June 13, 1997.

4. Telenet's ability to provide service to its customers depends entirely on the use of call forwarding services purchased from BellSouth. In the event that BellSouth terminates provision of call forwarding services to Telenet on June 13, 1997 as it threatens to do, all of Telenet's operations, and service to every customer will cease immediately.

5. If BellSouth terminates call forwarding services to Telenet on June 13, 1997, it will cause irreparable harm to Telenet's operations, and Telenet's credibility as a competitive provider of telecommunications services. Not only will this cause significant monetary losses, but it will also make it virtually impossible for Telenet to regain customers whose services have been interrupted by the termination. Many, if not all of them will revert back to making their calls with BellSouth; it may be impossible to persuade them to return if and when Telenet reaches an interconnection agreement with BellSouth.

6. There is no apparent reason why BellSouth could not continue to provide service to Telenet pending conclusion of an appropriate interconnection agreement between the companies, as contemplated by the Commission in its arbitration order. Since Telenet has determined that it will "opt-in" to the AT&T Interconnection Agreement as offered by BellSouth in April, 1997, there is no need for extensive further interconnection negotiations, and no compelling need for a termination of Telenet's service by BellSouth.

7. Although failure to grant the stay would cause irreparable harm to Telenet and its customers, the delay of the Commission's arbitration order represented by the stay would not cause undue harm to BellSouth, nor would it cause any injury to the public. Granting the requested stay would allow Telenet the ability to preserve its operations while entering the new relationship with BellSouth: this would be in the public interest, since it would foster additional intra-LATA competition, and it would avoid undue and unnecessary disruption to Telenet's customers.

Further the affiant saith naught.

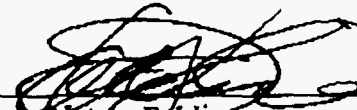
Dated: June 10, 1997



Mitchell A. Kupinsky

County of Broward)
) ss:
State of Florida)

On this 10th day of June came before me, a Notary Public in and for the State of Florida, Mitchell A. Kupinsky, well-known to me or having furnished sufficient evidence of his identity, and, being duly sworn, executed the foregoing "Affidavit of Mitchell A. Kupinsky" in my presence.



Notary Public [SEAL]
ALAN J. WATKINS
Notary Public, State of Florida
My Comm. Expires Apr 9, 1998
No. CC062178

My Commission Expires: _____

**Emergency Motion for Stay
of Telenet of South Florida
June 10, 1997**

EXHIBIT 3

Correspondence

1. **April 14, 1997 Letter from Ida Bourne of BellSouth to Douglas Bonner of Swidler & Berlin (Counsel for Telenet)** -- attaching a copy of the AT&T Interconnection Agreement with BellSouth offered to Telenet (attachment omitted).
2. **May 14, 1997 Letter from Betsy Melvin of BellSouth to Ronald Jarvis of Swidler & Berlin** -- attaching a (purported) "condensed version" of the AT&T Agreement previously offered to Telenet by BellSouth.
3. **May 15, 1997 Letter from Ronald Jarvis of Swidler & Berlin to Jerry Hendrix of BellSouth** -- confirming BellSouth's May 7, 1997 oral commitment to continue services to Telenet during negotiation of interconnection agreement.
4. **May 16, 1997 Letter from Jerry Hendrix of BellSouth to Ronald Jarvis of Swidler & Berlin** -- partially retreating from earlier commitment to continue services to Telenet during negotiation of interconnection agreement.
5. **May 22, 1997 Letter from Ronald Jarvis of Swidler & Berlin to Jerry Hendrix of BellSouth** -- notes that the purported "condensed version" of the AT&T Agreement is in fact an entirely different agreement, with additional restrictions written in, and beneficial terms and conditions omitted. Expresses dismay at BellSouth's failure to honor its commitment to offer Telenet the AT&T Agreement.
6. **May 22, 1997 Letter from Betsy Melvin of BellSouth to Ronald Jarvis of Swidler & Berlin** -- attaches magnetic versions of the BellSouth - AT&T Interconnection Agreement and exhibits. Notes that the AT&T Agreement "has not yet been signed or approved." (Attachments omitted).
7. **May 23, 1997 Letter from Ronald Jarvis of Swidler & Berlin to Jerry Hendrix of BellSouth** -- memorializes teleconference between representatives of Telenet and BellSouth on May 22, 1997 in which AT&T refused for the first time to allow Telenet to "opt-in" to the AT&T Interconnection Agreement unless additional restrictive terms are included. Notes Telenet's refusal to accept the AT&T Agreement subject to any additional restrictions, and demand, pursuant to Section 252(i) of the 1996 Telecommunications Act, that BellSouth offer to Telenet the same terms and conditions provided to AT&T.
8. **May 23, 1997 Letter from Janet Craft of BellSouth to Marvin Kupinsky, President of Telenet** -- states that BellSouth will remove "all Call Forwarding and Call Transfer features" from all telephone lines provided to Telenet on June 13, 1997. (Note: this letter is also set forth in Exhibit 1 to this Motion, but is also included here to clarify the chronological sequence in which it was issued.)

9. **May 30, 1997 Letter from Ronald Jarvis of Swidler & Berlin to Jerry Hendrix of BellSouth** -- memorializes teleconference between representatives of Telenet and BellSouth which took place that day. Notes that, after re-examination of its position pursuant to a request by Telenet, BellSouth nevertheless intends to disconnect Telenet on June 13, 1997 unless Telenet agrees to yield some of the rights it is entitled to under the AT&T Agreement as a result of federal law. Reiterates that the use of disconnection threats as leverage to gain advantage in the interconnection agreement negotiation is unjustly discriminatory and in bad faith.
10. **June 2, 1997 Letter from Jerry Hendrix of BellSouth to Ronald Jarvis of Swidler & Berlin** -- acknowledges receipt of preceding May 30 letter and notes that BellSouth will respond in writing on June 3.
11. **June 3, 1997 Letter from Jerry Hendrix of BellSouth to Ronald Jarvis of Swidler & Berlin** -- states that BellSouth has concluded that Telenet will not abide by applicable law, and therefore requires additional language to be inserted in the AT&T Agreement. Denies that the threat of disconnection is being used to gain leverage in the interconnection negotiation, and claims that BellSouth is relying on the Commission's arbitration order to terminate service to Telenet.
12. **June 4, 1997 Letter from Ronald Jarvis to Jerry Hendrix of BellSouth** -- acknowledges receipt of June 3, 1997 letter. Notes that BellSouth's "conclusion" that Telenet does not intend to abide by the law is unfounded, and that BellSouth's attempt to use the leverage of threatening to disconnect Telenet in order to compel Telenet to accept terms and conditions for interconnection inferior to those provided to AT&T is illegal and discriminatory. Requests again that BellSouth cease its threats to disconnect Telenet.



BellSouth Interconnection Services

Memorandum

File Code
Date April 14, 1997

To Douglas G. Bonner, Swidler & Berlin Chartered
Telephone number 202-424-7701
Fax number 202-424-7645

From Ida Bourne
Telephone number 404-927-7511
Fax number 404-529-7839

Subject Telenet of South Florida, Inc.

As promised, enclosed for your review is a copy of the agreement negotiated between BellSouth and AT&T for the provision of interconnection, unbundled services and resale in the state of Florida. A copy of this agreement is also being forwarded to Mitchell Kupinsky at Telenet of South Florida.

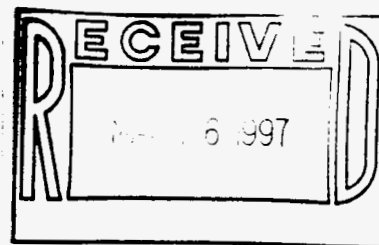
We look forward to your comments relative to this Agreement and meeting to discuss them in our meeting on Friday.

Please do not hesitate to call me or Jerry Hendrix, 404-927-7503, will questions prior to that meeting.

Enclosure (1)

cc: Mitchell Kupinsky

MEMORANDUM



Date: May 14, 1997

To: Ronald Jarvis, Swidler & Berlin Chartered
Mitchell Kupinsky, Telenet of South Florida, Inc.

cc: Doug Bonner

From: Betsy Melvin, Manager, BellSouth Telecommunications, Inc.

Subject: Draft Agreement between BellSouth and Telenet

As promised in the May 6, 1997 conference call, a new draft interconnection is attached. At your request, a condensed version has been prepared, and the service descriptions and technical requirements for all unbundled network elements have been omitted.

A conference call to discuss issues in the agreement has been scheduled for Thursday, May 22, 1997 at 10:00 a.m (ET). Please review the attached draft agreement and provide me a list of any issues identified prior to the May 22 meeting. My facsimile number is 404-529-7839.

I look forward to speaking with you on May 22.

Betsy Melvin

RONALD J. JARVIS
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED

DIRECT DIAL
(202)945-6952
RJJARVIS@SWIDLAW.COM

May 15, 1997

VIA FACSIMILE AND FIRST CLASS MAIL

Jerry Hendrix, Esquire
Director, Interconnection Services
BellSouth Telecommunications, Inc.
BellSouth Center
675 West Peachtree Street
Atlanta, GA 30375

Re: Telenet of South Florida, Inc. Negotiations for Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Mr. Hendrix:

This letter confirms our understanding of the commitment made by you on behalf of BellSouth Telecommunications, Inc. ("BellSouth") during a teleconference last Wednesday, May 7 with Douglas G. Bonner of our firm that BellSouth will continue to provide services on an uninterrupted basis to Telenet of South Florida, Inc. ("Telenet") pending the outcome of the interconnection agreement negotiations between the parties.

You also stated on behalf of BellSouth that, if for any reason this commitment cannot be kept, you would notify Telenet sufficiently in advance of any action by BellSouth to afford Telenet the opportunity to take appropriate steps.

We appreciate your willingness to work with us in this manner, and look forward to the conclusion of a mutually satisfactory interconnection agreement.

Sincerely,



Ronald J. Jarvis

cc: Mr. Marvin Kupinsky
Mr. Mitchell Kupinsky

May 16, 1997

Mr. Ronald J. Jarvis
Swidler & Berlin Chartered
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116

Re: Negotiations for Interconnection Agreement between Telenet of South Florida, Inc. and BellSouth Telecommunications, Inc.

Dear Mr. Jarvis:

This letter is in response to your letter dated May 15, 1997. I would like to comment on two statements in your letter.

First, we did not state, as per your May 15, 1997 letter, that "BellSouth will continue to provide services on an uninterrupted basis to Telenet of South Florida, Inc. ("Telenet") pending the outcome of the interconnection agreement negotiations between the parties." During the May 6 conference call (which was held on Tuesday, May 6, not on Wednesday, May 7 as per your letter) with Douglas G. Bonner of your firm, we agreed to inform our Legal Department that negotiations are in progress with Telenet of South Florida, Inc. ("Telenet") and to inform Legal that Telenet has a concern that service to Telenet may be discontinued as a result of a Florida PSC ruling. We informed Legal of the negotiations and of the concern that Telenet expressed regarding disconnection of service.

Regarding your statement that we stated, "on behalf of BellSouth that, if for any reason this commitment cannot be kept, you (we) would notify Telenet sufficiently in advance of any action by BellSouth to afford Telenet the opportunity to take appropriate steps," we stated that we would contact you if we have prior knowledge of any decision to disconnect services to Telenet. At this time, we are not aware if a decision has been made regarding disconnection of service to Telenet.

As per the May 6, 1997 conference call, we have provided you with a new draft interconnection agreement for your review. We will meet with you via conference call on Thursday, May 22, 1997 at 10:00 a.m.(ET). Please review the draft agreement and provide us a list of any issues identified prior to the May 22 meeting.

Sincerely,



Jerry Hendrix, Director
Interconnection Services
BellSouth Telecommunications, Inc.

CC: Doug Bonner
Marvin Kupinsky
Mitchell Kupinsky
J. Phillip Carver
Nancy White

RONALD J. JARVIS
ATTORNEY-AT-LAW

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&
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RJJARVIS@SWIDLAW.COM

May 22, 1997

VIA FACSIMILE AND FIRST CLASS MAIL

Jerry Hendrix, Esquire
Director, Interconnection Services
BellSouth Telecommunications, Inc.
BellSouth Center
675 West Peachtree Street
Atlanta, GA 30375

Re: Telenet of South Florida, Inc. Negotiations for Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Mr. Hendrix:

We have completed our initial review of the draft agreement forwarded to us from BellSouth. Our review has frankly left us somewhat puzzled. It was our clear understanding from the last teleconference that BellSouth would start with the recently-approved AT&T Interconnection Agreement, and simply remove provisions and attachments that were inapplicable to Telenet, with the understanding that Telenet will not be offering the full range of services contemplated in the AT&T Agreement. This draft was to be a "condensed version" of the AT&T Agreement, pursuant to which BellSouth would offer to Telenet on a fair and non-discriminatory basis the *same* interconnection options, services and network elements offered to AT&T, on the *same* terms and conditions, as required by 47 U.S.C. § 252(i).

The draft agreement we received from BellSouth, however, is not a "condensed version" of the AT&T Agreement at all, but an entirely re-written agreement that omitted crucial terms and conditions contained in the AT&T Agreement, and adds entirely new language not found in the AT&T Agreement. Some of that language appears intentionally targeted at *denying* Telenet the benefit of the interconnection options, services and network elements in the AT&T Agreement.

Telenet requests that BellSouth honor its commitment, and its legal obligation, to offer Telenet the benefit of the applicable provisions of the AT&T Interconnection Agreement. From

Jerry Hendrix, Esq.
May 22, 1997
Page 2

Telenet's point of view, the only reasonable way to accomplish this is to draft an agreement which includes the interconnection, services and network elements contained in the AT&T Agreement that are applicable to Telenet, *employing the same language set forth in the AT&T Agreement, without modification or addition* (except the inclusion of Telenet's name in the place of AT&T's) and deleting those portions of the AT&T Agreement which are not applicable to Telenet. The portions of the AT&T Agreement that Telenet considers applicable are attached as "Attachment 1" hereto.

Using these portions of the AT&T Agreement as a starting point, we should be able to craft an agreement satisfactory to both parties, and in accordance with applicable law.

Lest there be any question, kindly regard this letter to be a formal request by Telenet pursuant to 47 U.S.C. § 252(i) to avail itself of the "interconnection, service or network elements" furnished by BellSouth in the AT&T Interconnection Agreement "on the same terms and conditions as those provided in th[at] agreement."

Sincerely,



Ronald J. Jarvis

Attachment

<u>Description of Item</u>	<u>AT&T AGMT Reference</u>
1. Right to purchase unbundled Network Elements in any manner that is technically feasible, including recreating existing BellSouth services, and to connect them to any other Services and Elements provided by Telenet, BellSouth, or any other vendor	1.A
2. Right to add, modify or relocate any Services and Elements purchased under the agreement	1.1
3. Requirement that BellSouth obtain the prior written consent of Telenet prior to discontinuing any Network Element, Ancillary Function or Combination	1.2
4. Requirement that BellSouth not discontinue any Local Service provided under the agreement without giving Telenet prior written notice of intent to discontinue, and commitment to make such services available to Telenet until they are discontinued to BellSouth's own customers	1.2
5. Three year term, with a three year follow-on agreement negotiated commencing 180 days prior to expiration	2.1, 2.2
6. Resort to the Commission 135 days after negotiations for follow-on agreement commence.	2.3
7. Telenet 30 day right of termination with respect to Local Services or Network Elements	3
8. Good Faith Performance	4
9. Option to obtain Local Services, Network Elements and Combinations under other agreements, and obligation of BellSouth to provide Telenet such agreements within 15 days of filing with PSC	5.
10. Requirement of obtaining Telenet's agreement to any tariff or tariff modification filed to effectuate this agreement	9.2

11.	Requirement of negotiating new terms as required by regulatory or legal changes within a set time frame	9.3
12.	Requirement of prior written Telenet consent for assignment or delegation of BellSouth's rights or obligations	22.1
13.	Nonexclusive remedies	22.3
14.	No 3rd Party Beneficiaries	22.4
15.	Florida Law governs	22.6
16.	Amendments or Waivers in writing; severability	22.8, 22.9
17.	Right to resell any Telecommunications Service that BellSouth currently provides or provides in the future	23.1
18.	All services offered for resale pursuant to the Act	23.2
19.	Features and Functions Subject to Resale	23.2.1
20.	Commitment of equal quality with services BellSouth provides to its own customers	23.3
24.	Prohibition of restriction on resale of all telecommunications services that BellSouth provides at retail to non-telecommunications carriers, etc.	24.3
25.	Dialing parity	24.3.1.1
26.	Notification in advance of any changes in the terms and conditions pursuant to which retail services are offered by BellSouth	24.3.2
27.	Ability to purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features	25.2
28.	Part II: Unbundled Network Elements	29 & 30 as a whole, and Attachment 2

29.	Pricing: General Principles	34
30.	Pricing: Local Service Resale	35
31.	Pricing: Unbundled Network Elements	36
32.	Pricing: Charges for Multiple Network Elements	36.1
33.	Pricing: Compensation for Call and Transport Termination	37
34.	Pricing: Table 1	pp. 55-59
35.	Definitions	Attachment 11
36.	Bona Fide Requests Process	Attachment 14
37.	ADR	Attachment 1

May 22, 1997

TO: Mr. Ronald J. Jarvis
Swidler & Berlin Chartered

FROM: Betsy Melvin ^B
BellSouth Telecommunications

SUBJECT: Preliminary Agreement between Florida/AT&T and BellSouth

Enclosed are two diskettes containing files of the preliminary Florida/AT&T agreement which has not yet been signed or approved. These are being provided to you in response to your request during the 5/22/97 conference call with Telenet of South Florida, Inc.

Also enclosed is an agreement between BAPCO and AT&T, which is Attachment 13. The BAPCO agreement is a separate agreement which must be negotiated with BAPCO.

Please review the preliminary agreement and contact us with changes or questions.

SWIDLER
&
BERLIN
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May 23, 1997

VIA FACSIMILE AND FIRST CLASS MAIL

Jerry Hendrix
Director, Interconnection Services
BellSouth Telecommunications, Inc.
BellSouth Center
675 West Peachtree Street
Atlanta, GA 30375

Re: Telenet of South Florida, Inc. Negotiations for Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Mr. Hendrix:

This letter memorializes the teleconference between BellSouth and Telenet which took place yesterday, May 22, 1997 at 10:00. The attendees were Mary Jo Peed, Esq. and yourself for BellSouth, Mitchell Kupinsky of Telenet and Morton Posner and myself of Swidler & Berlin, for Telenet.

Prior to the teleconference, I sent you a letter, and a follow-up note by facsimile, and this letter was provided by facsimile also to Ms. Peed. The essence of my letter was that, during the last teleconference with Doug Bonner, the parties had agreed that Telenet would "opt in" to the AT&T Interconnection Agreement, and that BellSouth would "condense" the AT&T agreement by removing irrelevant language. The letter stated that the draft interconnection agreement we received from BellSouth was not, as we had expected, the AT&T Agreement minus portions that do not apply to Telenet, but something altogether different that included restrictive language not in the AT&T Agreement, and omitted language from the AT&T Agreement which Telenet considers essential.

The letter restated Telenet's request under 47 U.S.C. Section 252(i) to "opt in" to the AT&T Interconnection Agreement, and suggested that the applicable sections of the AT&T Interconnection Agreement be lifted whole, without addition or modification, from the actual agreement, and used to make a new draft agreement for Telenet.

Jerry Hendrix
May 23, 1997
Page 2

You stated that it had not been BellSouth's intention to deceive or contravene our previous understanding, but that the draft we had received was a good faith effort to "condense" the important aspects of the AT&T Agreement, and craft an agreement that would serve what BellSouth believed Telenet's purpose is. You also stated that BellSouth had no difficulty with proceeding in the way that Telenet proposes, that is, essentially "taking scissors" to the AT&T Interconnection Agreement, and removing the irrelevant portions, but keeping the precise language of the terms and conditions that are applicable to Telenet's business.

Accordingly, you suggested that BellSouth would send to me at Swidler & Berlin, via overnight courier, the diskette containing the AT&T Interconnection Agreement in Microsoft Word for Windows 6.0 format, and that I would "take the next cut" at a new draft agreement for Telenet by removing portions of the agreement that we consider inapplicable, while retaining the precise language of the remaining sections. You considered that this could probably be accomplished that evening, but did not guarantee the diskettes would be shipped that day. (I note parenthetically that we did not receive the diskettes today, so I presume they will arrive after the upcoming long weekend.)

Ms. Peed indicated that BellSouth's one proviso is that the new draft must incorporate by reference or otherwise contain the essence of, the FPSC's recent decision in the arbitration proceeding between Telenet and BellSouth. She stated that the FPSC has already ruled on Telenet's use of BellSouth's services, and so the agreement should reflect the determinations in the decision. Mr. Posner and I objected to that inclusion, since the arbitration decision involved the single question of whether BellSouth could continue to provide service to Telenet as a retail customer subject to a restriction contained in its tariff. We contended that, since Telenet would be an interconnected carrier under the new arrangement, this decision is not properly applicable, because Telenet would not be taking service under BellSouth's tariff in the same fashion.

In addition, Mr. Posner and I pointed out that, pursuant to 47 U.S.C. Section 252(i), Telenet may avail itself of all the terms and conditions of any interconnection agreement entered into between BellSouth and any other carrier, without addition, modification, let or hindrance. We stated that to incorporate the Commission's decision into the contract would have the effect of compelling Telenet to agree to restrictions on the resale of BellSouth's services which AT&T is not subject to, and that Telenet is afforded the full right under federal law to have the benefits of the AT&T Interconnection Agreement without restrictions. We stated that Telenet would not agree to yield any part of the rights guaranteed to it under the 1996 Act.

Ms. Peed indicated that BellSouth would refuse to enter into the abridged AT&T Interconnection Agreement with Telenet if it did not also contain the restrictions set forth in the FPSC's arbitration decision. Ms. Peed additionally stated that there was no AT&T Interconnection Agreement, because BellSouth had not signed it yet, but had 14 days to finalize it. I responded that

Jerry Hendrix
May 23, 1997
Page 3

the Agreement had already been approved by the Commission, and that Telenet was entitled to have the benefit of it.

This dispute was not resolved, but was tabled in a civil fashion by all parties pending the completion of the new draft agreement, to be completed according to the understandings set forth above. I additionally committed to a prompt turnaround of our work, and expressed the hope that we could work out our sole remaining issue in an amicable fashion, or that it might wither away in the interim.

When asked how BellSouth proposed to address the difference if it could not be resolved, you proposed that, if the difference remains, BellSouth and Telenet might submit two different versions of the draft agreement to the Commission, and have the Commission decide which to approve. I did not express an opinion as to the proper method of resolving the difference, and did not agree to the submission of two separate agreements, but rather reserved judgment on the issue until after the new draft agreement has been completed and passed upon by both parties.

At this point, we jointly determined that there was nothing further of import to discuss, and we terminated the teleconference.

The foregoing reflects our best recollection of what transpired during the May 22, 1997 teleconference. We look forward to receiving the diskettes containing the AT&T Interconnection Agreement, and restate our promise to complete our portion of the work expeditiously.

Sincerely,



Ronald J. Jarvis

cc: Mr. Marvin Kupinsky
Mr. Mitchell Kupinsky
Douglas G. Bonner, Esq.
Mary Jo Peed, Esq.

RONALD J. JARVIS
ATTORNEY-AT-LAW

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May 30, 1997

VIA FACSIMILE AND FIRST CLASS MAIL

Mr. Jerry Hendrix
Director, Interconnection Services
BellSouth Telecommunications, Inc.
BellSouth Center
675 West Peachtree Street
Atlanta, GA 30375

Re: Telenet of South Florida, Inc. Negotiations for Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Mr. Hendrix:

This letter memorializes the teleconference between BellSouth and Telenet which took place this afternoon, May 30, 1997. The attendees were Mary Jo Peed, Esq., Betsy Melvin and yourself for BellSouth, and myself on behalf of Telenet.

This conference call was in response to my previous request to you to reexamine (i) BellSouth's threat to terminate service to Telenet on June 13, 1997 in light of the fact that it was being used as unfair leverage to gain advantage in the course of interconnection negotiations with Telenet; and (ii) BellSouth's refusal to give Telenet the benefit of the same terms and conditions in the AT&T Interconnection agreement unless Telenet agrees to additional restrictions not contained in the AT&T order (*viz.*, restrictions against resale of BellSouth's services contained in the FPSC's recent Telenet arbitration order).

Our consistent position has been that (i) BellSouth already offered Telenet the unrestricted right to opt into the AT&T Agreement, and BellSouth's recent decision to renege on its offer is not good faith negotiation; (ii) BellSouth is required by federal law (47 U.S.C. Section 252(i)) to offer Telenet, *or any provider*, the benefit of any terms and conditions offered to any other carrier, without discrimination, and without additional restrictions; (iii) the FPSC's arbitration order concerns the manner in which Telenet may use BellSouth's retail services as a retail customer, subject to tariff provisions, and does not address whether Telenet is entitled to have the benefit, under federal law, of the terms and conditions offered to AT&T, so the FPSC's order is inapposite in this context; and (iv) finally, the FPSC's order strongly encouraged the parties to resolve these issues through settlement negotiation. BellSouth's threat to terminate service in two weeks, coupled with artificial

Jerry Hendrix
May 30, 1997
Page 2

restrictions upon Telenet's rights to opt into a Commission-approved interconnection agreement, violates the spirit of the FPSC's order in the Telenet proceeding.

You stated in this teleconference that BellSouth has considered its position, and intends to execute its threat to disconnect Telenet's service on June 13, *unless Telenet agrees in writing to abide by restrictions on resale of BellSouth's services not included in the AT&T Interconnection Agreement*. Thus, you are clearly, and illegally, using the threat of disconnection of our client's service to gain leverage in Telenet's interconnection negotiations, attempting to force Telenet to agree to accept an agreement that differs materially from the resale provisions provided to AT&T. As I noted to you in our teleconference, this is outright discrimination, and it is clearly in violation of the Telecommunications Act of 1996.

BellSouth's stated position is that the FPSC's decision in the Telenet arbitration proceeding "created an inconsistency" with its decision in the AT&T Arbitration proceeding, and that it is BellSouth's duty to resolve this legal conflict by attempting to include language from the FPSC's decision in the Telenet proceeding in the text of any agreement with Telenet, even if that means that BellSouth is refusing to grant to Telenet the same rights it has offered to AT&T. When I stated that this is not unlike the conduct for which BellSouth was cautioned in the Commission's May 27 decision in the AT&T proceeding, you stated that this issue is a separate matter.

I reiterate that BellSouth's refusal to give Telenet the benefit of the same terms and conditions offered to AT&T is a direct and blatant violation of the 1996 Act and is unjustly discriminatory against Telenet. BellSouth's use of the threat of disconnection to attempt to leverage this concession also constitutes bad faith negotiation.

You indicated that BellSouth was not persuaded by this, and intends to proceed on its proposed course in any event. I requested that BellSouth put this in writing, and you stated that you would do so on Monday.


Sincerely,



Ronald J. Jarvis

cc: Mr. Marvin Kupinsky
Mr. Mitchell Kupinsky
Douglas G. Bonner, Esq.
Mary Jo Peed, Esq.

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Date: June 2, 1997
To: Ronald Jarvis
cc: Doug Bonner
Mary Jo Peed
Phil Carver
Betsy Melvin
From:  Jerry Hendrix
Subject: Telenet of South Florida, Inc.

We have received your letter dated May 30, 1997 which was faxed to us after close of business on Friday, May 30.

By close of business tomorrow, June 3, we will respond to the issues stated in your letter as well as BellSouth's positions in writing as stated in the Friday, May 30 conference call held between BellSouth and Swidler & Berlin representing Telenet of South Florida, Inc.

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

June 3, 1997

Mr. Ronald J. Jarvis
Swidler & Berlin Chartered
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116

Re: Negotiations for Interconnection Agreement between Telenet of South
Florida, Inc. and BellSouth Telecommunications, Inc.

Dear Mr. Jarvis:

This letter is in response to your letter dated May 30, 1997. This letter also states in writing BellSouth's position as stated in the May 30 conference call held between BellSouth and Swidler & Berlin representing Telenet of South Florida, Inc. (Telenet).

As we stated in the May 30 conference call, BellSouth will offer to Telenet the same interconnection agreement as agreed to between BellSouth and AT&T - Florida with the inclusion of the clause which will allow Telenet to provide services to its end users provided that Telenet's use of features and functions are not in violation of the tariff or of Florida law. The purpose for the inclusion of this clause is to comply with Order No. PSC-97-0462-FOF-TP issued by the Florida Public Service Commission on April 23, 1997 in which the Commission ordered "that BellSouth Telecommunications, Inc., may continue to sell its call forwarding services to Telenet of South Florida, Inc., subject to the restrictions of General Subscriber Service Tariff section A13.9.1.A.1." The AT&T agreement already includes a provision that states that both AT&T and BellSouth agree to abide by all applicable laws in connection with the implementation of the agreement. Telenet's assertions that the Commission's arbitration decision no longer applies to its operations is the foundation for BellSouth's conclusion that Telenet would not honor the general provision of the AT&T agreement that both parties will abide by the applicable law. Therefore, BellSouth has concluded that it must insist on specific language. The requirement imposed on both AT&T and Telenet (and, for that matter, BellSouth) to act lawfully is precisely the same.

With regards to your statement of "BellSouth's threat to terminate service to Telenet on June 13, 1997," BellSouth has not "threatened" Telenet, rather BellSouth has advised Telenet of its intent to remove the features in question from all telephone lines provided to Telenet effective June 13, 1997. This notice of disconnection was sent to Telenet of South Florida, Inc. on May 23, 1997 as a result of the Florida Commission Order No. PSC-97-0462-FOF-TP and as a result of Telenet not providing satisfactory proof that its use of BellSouth features was not in violation of the tariff.

Page 2
June 3, 1997

In response to your statement in your letter of May 30, 1997 that "it [termination of service] was being used as unfair leverage to gain advantage in the course of interconnection negotiations with Telenet," BellSouth's decision to terminate the use of certain features was due to (1) Telenet's violation of Florida law with the use of features and (2) the Florida Public Service Commission's findings regarding this issue as stated in their Final Order. The decision to disconnect the features in question is in no way being used as leverage in the interconnection negotiations.

As we stated in the conference call on May 30, BellSouth is willing to assure that disconnection not take place if Telenet is willing to submit in writing that Telenet will not use BellSouth's features in violation of any tariff or Florida law. This written consent on the part of Telenet is in conformance with the April 23 Order stating that BellSouth "may continue to sell its call forwarding services to Telenet of South Florida, Inc., subject to the restrictions of General Subscriber Service Tariff section A13.9.1.A.1."

BellSouth is continuing interconnection negotiations with Telenet and is interested in reaching an agreement with Telenet.

Sincerely,



Jerry Hendrix, Director
Interconnection Services
BellSouth Telecommunications, Inc.

CC: Doug Bonner
Marvin Kupinsky
Mitchell Kupinsky
J. Phillip Carver
Mary Jo Peed
Nancy White

SWIDLER
&
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June 4, 1997

VIA FACSIMILE

Mr. Jerry Hendrix
Director, Interconnection Services
BellSouth Telecommunications, Inc.
BellSouth Center
675 West Peachtree Street
Atlanta, GA 30375

Re: Telenet of South Florida, Inc. Negotiations for Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Mr. Hendrix:

We are in receipt of your June 3, 1997 facsimile letter in which you respond to my letter of May 30, 1997, and clarify BellSouth's position in writing concerning disputed issues arising out of the interconnection discussions we have had recently with BellSouth on behalf of Telenet.

BellSouth's statement of a purported "conclusion" in its letter that Telenet does not intend to honor the terms and conditions of AT&T's Interconnection Agreement to "abide by the applicable law," is misguided. Moreover, its representation that Telenet has asserted during discussions that the Florida Commission's arbitration order "no longer applies to its operations" is both inaccurate and misleading.

Telenet has *never* stated or implied that it does not intend to honor the AT&T Interconnection Agreement's terms and conditions; *nor* has Telenet indicated that it would not otherwise "abide by applicable law." If, indeed, BellSouth has "concluded" otherwise, it has done so without reference to the facts or to the contents of our discussions. Telenet has *every intention* of honoring the AT&T Interconnection Agreement's terms and conditions, and abiding by applicable law. This has never been in question.

Mr. Jerry Hendrix
June 4, 1997
Page 2

Nor has Telenet asserted or implied that the Florida Commission's arbitration order "no longer applies to its operations." Telenet's position, *prior to* misstatement by BellSouth, is that, pursuant to 47 U.S.C. Section 252(i), BellSouth cannot legally place *any* preconditions or restrictions on Telenet's ability to opt-in to an approved Interconnection Agreement, and that any attempt to do so is illegal and discriminatory under federal law.

Finally, BellSouth's assertion that its statement of intent to terminate service to Telenet is not being employed as leverage in the interconnection agreement negotiations is squarely contradicted by language in its letter (at page 2) which offers to maintain uninterrupted service if Telenet agrees that it will accept greater restrictions on resale of BellSouth's services than required of AT&T in AT&T's Interconnection Agreement with BellSouth (*viz.*, subjecting itself to *tariff restrictions* in addition to the terms and conditions included in the AT&T Interconnection Agreement). This use of threat to gain an enhanced negotiation position is inconsistent with the letter and the spirit of the Florida Commission's arbitration order, which encouraged BellSouth and Telenet to negotiate an interconnection agreement in good faith and to resolve any disputes.

Telenet has requested reconsideration of the Florida Commission's arbitration order, and has made a formal written request to BellSouth to "opt-in" to the AT&T Interconnection Agreement as previously offered by you. During the pendency of the Florida Commission's reconsideration of its order, and while we are negotiating an interconnection agreement under federal law, we ask again that BellSouth withdraw its threat to disconnect our client.

Sincerely,



Ronald J. Jarvis

cc: Mr. Marvin Kupinsky
Mr. Mitchell Kupinsky
Douglas G. Bonner, Esq.
Mary Jo Peed, Esq.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June 1997, copies of the foregoing EMERGENCY MOTION FOR STAY OF TELENET OF SOUTH FLORIDA, INC.; Docket No. 961346-TP, were sent via Federal Express to the following parties:

Ms. Blanca S. Bayo (0 + 15)
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Nancy H. Sims
Director, Regulatory Affairs
BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

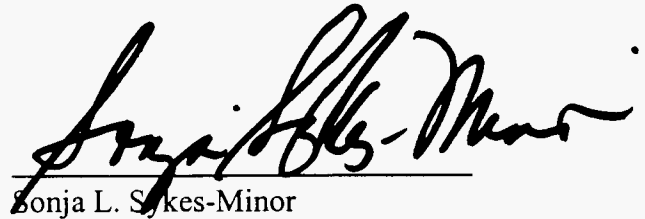
Joe Garcia
Commissioner
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Nancy White
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Tallahassee, Florida 32301



Sonja L. Stokes-Minor