BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

RECEIVED
DEC 2 6 1996
Federal Communications Commission
Office of Secretary

In the Matter of	)	
	)	
Interstate, Interexchange Marketplace	)	CC Docket No. 96-61
	)	
Implementation of Section 254(g) of the Communications Act of 1934, as Amended	)	

DOCKET FILE COPY ORIGINAL

OPPOSITION OF
THE AMERICAN PETROLEUM INSTITUTE
TO MCI MOTION FOR STAY PENDING JUDICIAL REVIEW

Wayne V. Black
C. Douglas Jarrett
KELLER AND HECKMAN LLP

Attorneys for
AMERICAN PETROLEUM INSTITUTE

1001 G Street, N.W.
Suite 500 West
Washington, D.C. 20001
(202) 434-4100

Dated: December 26, 1996

No. of Copies rec'd 0+11
List ABCDE

TABLE OF CONTENTS

EXECUTIVE SUMMARY i

I. MCI HAS NOT ESTABLISHED THAT IT IS LIKELY TO PREVAIL ON THE MERITS OF AN APPEAL OF THE COMMISSION'S ORDER REQUIRING MANDATORY DETARIFFING 2

A. The Order Is Consistent With the Commission's Authority Under Section 10 Of the Communications Act 2

B. The Detariffing Requirement Is Not Arbitrary And Capricious 6

II. MCI HAS NOT ESTABLISHED THAT IT WOULD BE IRREPARABLY HARMED IF A STAY IS NOT GRANTED 9

A. MCI Has Provided No Evidence to Support Its Contention That Mandatory Detariffing Will Impose Irreparable Harm 9

B. The Threat of an Onslaught of Litigation Is Unsubstantiated and Unlikely 11

C. The Means Used To Establish Relationships With Casual Callers May Be Altered, but The Market For These Services Will Not Be Severely Disrupted 12

D. Negotiations of New Customer-Specific Arrangements Will Be Encouraged Rather Than Impeded By The Order 13

III. OTHER PARTIES WILL BE HARMED BY GRANTING A STAY 15

EXECUTIVE SUMMARY

The Motion For Stay Pending Judicial Review filed by MCI Telecommunications Corp. should be denied forthwith inasmuch as MCI has failed to satisfy the standard for obtaining such a stay. In particular, MCI has not demonstrated that there is a likelihood of success on the merits with regard to the substantive arguments of its appeal or that it will suffer irreparable harm in the event the stay is not granted.

MCI's pleading is little more than a restatement of its prior positions with regard to the scope of the Commission's authority under Section 10 of the Communications Act. In repeating its "plain meaning" argument with respect to the term "forbear," MCI neither cites nor attempts to distinguish the principal decision upon which the Commission relied to exercise its expanded authority in adopting its complete detariffing policy, National Small Shipments Traffic Conference, Inc. v. CAB. Contrary to MCI's contention, the plain meaning of "forbear" is not apparent and MCI fails to explain why a reviewing court should not defer to the Commission's expert judgement with respect to the meaning of a core provision of the recently amended Communications Act, as required by the Supreme Court in Chevron U.S.A., Inc. v.Natural Resources Council, Inc.

The only argument of any apparent weight supporting its related substantive contention that the Order is arbitrary and capricious is that the obligation of interexchange carriers to make the rates, terms, and conditions for its services available to the public is somehow irreconciliable with the Commission's rationale to detariff interstate interexchange services. The argument is flawed in that MCI ignores the fact that the Commission was confronted with a series of policy and statutory obligations, including rate integration and geographic averaging, not simply the adverse consequences of the public availability of the rates, terms and conditions of carriers services. The Order constitutes rational decisionmaking in which the Commission resolved a multiplicity of competing interests and considerations in a manner that is both reasonable and logically explained. MCI's argument is little more than a request for the reviewing court to substitute its judgememt for the Commission's with regard to how the various policy, statutory and public interest considerations should be resolved, contrary to the Supreme Court's holding in Motor Vehicle Mfrs. Ass'n v. State Farm Mutual.

MCI also fails to demonstrate irreparable harm. Its principal contention that it will incur milllions of dollars in unrecoverable costs attributable to the migration to and use of contracts in lieu of tariffs is unsubstantiated; MCI has not explained, nor presented to the Commission evidence

of such costs which other parties to the underlying proceeding could review or criticize. MCI also contradicts itself by noting in another part of its Motion that it will pass on the costs of detariffing to its customers. Thus, there is no showing that such costs, however speculative, are not recoverable.

The notion that uncertainty during the pendency of the judicial review will cast a "pall" over the market for integrated services agreements is ludicrous. End-users in position to renegotiate such agreements will accept this "uncertainty" to the same extent they enter into agreements with carriers by incorporating a variety of terms and conditions to deal with a whole host of issues associated with subsequent findings of legal invalidity or the unlawfulness of underlying tariffs. Equally, users whose current agreements are expiring or who are otherwise in position to renegotiate agreements will be driven fundamentally, if not exclusively, to enter into new agreements, rather than risk the very certain exorbitant increase in rates that will result at the expiration of an exisitng contract or contract rampdown period.

Finally, other parties will be harmed as a result of any stay. End-users have long endured the arbitrary and unfair consequences of the filed rate doctrine. The record in the underlying proceeding is replete with case law citations and explanations going to the inflexible nature

and harsh consequences that befall users when carriers invoke the filed rate doctine. Users would be at risk to suffer irreparable harm during the pendency of the appeal in that tariffs would, again, take precedence over agreements.

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
	)	
Interstate, Interexchange	)	**CC Docket No. 96-61**
Marketplace;	)	
Implementation of Section 254(g)	)	
of the Communications Act of 1934,	)	
as Amended	)	

OPPOSITION OF
THE AMERICAN PETROLEUM INSTITUTE
TO MCI MOTION FOR STAY PENDING JUDICIAL REVIEW

The American Petroleum Institute ("API"), by its attorneys, respectfully submits its Opposition to MCI's Motion for Stay Pending Judicial Review of the Order in the instant proceeding.[1] MCI's Motion should be denied because movant has not satisfied the four-part test necessary to warrant a grant of the relief requested.

The Federal Communications Commission ("Commission" or "FCC") and the appellate court are required to consider four factors in determining whether a stay of the agency's bid is warranted. An Appellant must demonstrate:

---

[1] In the Matter of Policy and rules Concerning the Interstate, Interexchange Marketplace; Implementation of Section 254(g) of the Communications Act of 1934, as amended, CC Docket No. 96-61, released October 31, 1996. (Hereinafter "Order").

1) it is likely to prevail on the merits of the appeal;
2) it will suffer irreparable harm if relief is not granted;
3) the stay will not harm others; and
4) the stay is in the public interest.

See Virginia Petroleum Jobbers Association v. Federal Power Commission, 259 F.2d 921 (U.S. App. D.C. 1958), *See also* Washington Metropolitan Area Transit Commission v. Holiday Tours, 559 F.2d 841 (1977). Granting the request is an exceptional form of remedial relief that should only be conferred upon parties that have met the standards articulated in Virginia Petroleum Jobbers. MCI has not established the elements necessary to warrant the grant of the requested stay.

I. MCI HAS NOT ESTABLISHED THAT IT IS LIKELY TO PREVAIL ON THE MERITS OF AN APPEAL OF THE COMMISSION'S ORDER REQUIRING MANDATORY DETARIFFING.

A. The Order is Consistent With the Commision's Authority Under Section 10 of The Communications Act.

The first factor in the Commission's consideration of the motion is whether MCI is likely to prevail on the merits of an appeal of the Order. In this matter, the fundamental question is whether or not the Commission's interpretation

and exercise of it's authority under Section 10 of the Communications Act of 1996 was "arbitrary, capricious, or manifestly contrary to the statute." Chevron, U.S.A., Inc. v. Natural Resources Defense Council, Inc., 467 U.S. 837, 844 (1984).

In Chevron, the Court focused upon the judiciary's power to review an agency's construction of a statute which the agency was empowered to administer. According to the Court, the first determination to be made is whether Congress has "directly spoken to the precise question at issue. If the intent of Congress is clear, that is the end of the matter; for the court, as well as the agency, must give effect to the unambiguously expressed intent of Congress." Id. at 842. The Court went on to state that if Congress had not "addressed the precise question at issue, the court does not simply impose its own construction on the statute . . . Rather, if the statute is silent or ambiguous with respect to the specific issue, the question for the court is whether the agency's [action] is based on a permissible construction of the statute." Id. at 843.

The Telecommunications Act of 1996 placed upon the Commission the responsibility of developing and implementing rules that would aid in the deregulation of the telecommunications industry. This is the basic thrust of Section 10. Congress' mandate that the Commission deregulate aspects of the telecommunications industry was

conditioned upon the FCC's own determination of whether a legislatively-imposed three-part test has been satisfied.[2] In essence, Congress gave the Commission the authority to determine when and if conditions were such that deregulation was appropriate for any particular segment of the telecommunications industry.

Even assuming, as MCI suggests, that Congress was aware that mandatory detariffing was the central issue in MCI Telecommunications Corp. v. FCC, 765 F.2d 1186 (D.C. Cir. 1985), it does not follow that Congress would have or should have used language to unambiguously encompass mandatory detariffing, and that the failure to do so is conclusive of a contrary legislative intent. The Telecommunications Act of 1996 is far reaching legislation covering a wide range of telecommunications markets and services. An all-encompassing approach for maximizing deregulation is far

---

[2] Section 10 of the Telecommunications Act of 1996 requires the Commission:
forbear from applying any regulation or provision of th[e] Act to a telecommunications carrier or telecommunications services, or class of telecommunications carriers or telecommunications services, in any or some of its or their geographic markets, if the Commission determines that -

> (1) enforcement of such regulation or provision is not necessary to ensure that the charges, practices, classifications, or regulations by, for, or in connection with that telecommunications carrier or telecommunications service are just and reasonable and are not unjustly or unreasonably discriminatory;
> (2) enforcement of such regulation or provision is not necessary for the protection of consumers; and
> (3) forbearance from applying such provision or regulation is consistent with the public interest.

more plausible, rather than a strained construction that, by itself, the word "forbearance" in Section 10 expressly precludes the FCC from adopting the detariffing elements of the Order.

MCI elects to ignore National Small Shipments Traffic Conference, Inc. v. CAB, 618 F.2d 819 (D.C. Cir. 1980) upon which the Commission relied in determining that Section 10 provided it with the authority to prohibit non-dominant interstate, domestic, interexchange carriers from filing tariffs.[3] In CAB, the Court of Appeals for the D.C. Circuit rejected Petitioner's argument that Congress had only provided the Civil Aeronautics Board ("CAB") with the authority to deregulate the airline industry on a permissive basis. The Court of Appeals held that:

> [t]he amendments were designed to reduce [Civil Aeronautics] Board regulation . . . and promote competition, not to grant carriers a statutory right to apply for board approval . . . The Board's attempt to further reduce the amount of regulation through the use of its broad exemption power is quite consistent with Congress' purpose.

The parallels with the statutory language in CAB and Section 10 are compelling. Authority was granted an agency to lessen regulation to promote competition. Were telecommunications carriers free to tariff or not tariff their services, they would be in a position to self-regulate. Guidance is provided by Section 10 under the

---

[3] Order at ¶ 74.

circumstances under which the Commission may deregulate, but the scope of the authority is not limited or unambiguously defined.

When the Commission determined that (1) the term "forbear" in §10(a) conferred upon it the authority to institute a complete detariffing regime, and (2) that the three statutory conditions for forbearance were satisfied, the Commission was exercising its "express delegation of authority to . . elucidate a specific provision of the statute by regulation." Chevron at 843. When an administrative agency exercises such authority the courts are required to accord it significant deference. Indeed, the Chevron Court stated that it has "long recognized that considerable weight ... be accorded to an executive department's construction of a statutory scheme it is entrusted to administer. . ." Id. Specifically, `[s]uch legislative regulations are given controlling weight unless they are arbitrary, capricious, or manifestly contrary to the statute." Id. MCI has not established that the Commission' actions satisfy these criteria.

B. The Detariffing Requirement Is Not Arbitrary and Capricious.

Contrary to MCI's argument, the Order is not arbitrary and capricious. Rather, it reflects a reasonable balance of "competing interests in furtherance of [the Commission's]

estimate of the public convenience and necessity." Atlantic Tele-Network, Inc v. FCC, 59 F.3d 1384, 1391 (D.C. Cir. 1995). The only plausible argument raised in MCI's Motion supporting its arbitrary and capricious contention is the requirement that carriers make available and maintain the rates, terms and conditions of their services ("rate disclosure"). MCI maintains the rate disclosure obligation undercuts the avowed reasons for detariffing, i.e., the public availability of rates, terms, and condition of prices in tariffs facilitates price benchmarking and tacit collusion among carriers.

While superficially appealing, MCI fails to establish that the rate disclosure obligation implicates the Order under the arbitrary and capricious standard. Were the competing policy considerations as limited as MCI suggests, MCI's argument might have some weight. A reasonable reading of the Order confirms the Commission was confronted with a series of conflicting policy and statutory considerations.

MCI ignores the multiple considerations underlying the "rate disclosure" obligation, principally, the Commission's statutory obligation to ensure that rates for interexchange carriers be geographically averaged and provided on an integrated basis as required by Section 254(g) and the need to ensure that organizations and institutions other than Fortune 500 companies have the opportunity to look to

consultants to assist in evaluating proposed rates in order to make informed purchase decisions.

MCI's inaccurate portrayal of two irreconcilable policy options ignores related findings of the Order. Detariffing was deemed necessary to eliminate the filed rate doctrine which was required so that users "reasonable commercial expectations" in negotiating with carriers would be preserved, and elimination of tariffs would maximize carrier responsiveness to user objectives and requirements. Contrary to MCI's contention, the multiple considerations presented in the NPRM required a rational balance of "competing interests in furtherance of [the Commission's] estimate of the public convenience and necessity." [cite?]

Ultimately, MCI fails to establish a likelihood of success on its arbitrary and capricious argument because it, in effect, requires that appellate court "to substitute its judgement for that of the agency." Motor Vehicle Mfrs. Assn. V. State Farm Mutual, 463 U.S. 29, 43 (1983). While MCI and other parties, including API, could argue that the Commission should have or could have resolved differently the competing considerations associated with the reasons for detariffing and the need for limited disclosure of rates, terms and conditions, an appellate court cannot displace the Commission's reasoned assessment of the relevant factors. The success of any arbitrary and capricious argument is determined by considering "whether the [Commission's]

decision was based on a consideration of the relevant factors and whether there has been a clear error of judgement." Bowman Transportation, Inc. v. Arkansas-Best Freight System, Inc., 419 U.S. 281, 285 (1974). In this instance, there is no "clear error of judgement," but rather a logical, reasoned resolution of diverse and sometimes conflicting considerations.

II. MCI HAS NOT ESTABLISHED THAT IT WOULD BE IRREPARABLY HARMED IF A STAY IS NOT GRANTED.

A. MCI Has Provided No Evidence to Support its Contention That Mandatory Detariffing Will Impose Irreparable Harm.

The second factor that the Commission must consider in determining if a stay is warranted is whether MCI will be irreparably harmed absent a grant of the requested relief. In its motion, MCI makes numerous allegations that it will be irreparably harmed by the Commission's decision to eliminate the right of non-dominant interexchange carriers to file tariffs for domestic interexchange services. MCI states that "the cost of compliance with the Order will be both enormous and unrecoverable . . .[It] alone is likely to incur costs that run to the tens of millions of dollars . . ."[4] This exaggerated pronouncement, however, is wholly unsupported. Without any evidence to substantiate

---

[4] MCI Motion at 15.

this figure, MCI's claim constitutes little more than a bare allegation warranting little weight in the Commission's ultimate decision on this matter. A finding of irreparable injury requires a determination that the "injury [is] both certain and great; it must be actual and not theoretical." Wisconsin Gas Co. v. F.E.R.C., 758 F.2d 669, 674 (D.C. Cir. 1995). Lacking any evidence to support its allegations of potential loss, MCI's claim of irreparable harm must be deemed "theoretical."

As movant, MCI has failed to establish a showing of irreparable harm because it has presented unsubstantiated figures. As the Wisconsin Gas court made clear, "[b]are allegations of what is likely to occur are of no value since the court must decide whether the harm will *in fact* occur." Id. (Emphasis original). MCI had ample opportunity during the proceeding to provide the Commission with studies or reports to substantiate it claims, but chose not to provide such data. Even in the immediate motion for stay, MCI declares that it will incur costs in the tens of millions of dollars, but does not provide so much as an affidavit to support its claim. Even with a more detailed showing, MCI would fail to overcome the "well settled [law] that economic loss does not, in and of itself, constitute irreparable harm . . . Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of the stay are not enough." Id.

MCI claims that the costs it will incur as a result of mandatory detariffing will be unrecoverable. Nonetheless, it states that the costs imposed on carriers due to this regulatory change "would likely be passed on to consumers."[5] How can MCI allege that the costs of mandatory detariffing will be unrecoverable if it plans to pass these very costs on to its customers? Additionally, what MCI claims are "unrecoverable" costs will be borne by all non-dominant interexchange carriers. MCI cannot maintain that passing these costs on to customers will put it at a competitive disadvantage. Either the market will allow MCI to pass on these costs and the status quo will be maintained, or some carriers may elect to absorb these costs, choosing to gain a competitive advantage through lower prices. Nonetheless, these are the concerns for the MCI marketing department, not the Federal Communications Commission.

B. The Threat of an Onslaught of Litigation Is Unsubstantiated and Unlikely.

MCI's claim that it will be the victim of an "onslaught of litigation" as a result of the mandatory detariffing order is equally without merit. MCI alleges that it will be irreparably harmed because its relationships with its customers will likely be governed by state contract and

---

[5] MCI Motion at 17.

consumer protection laws.[6] Again, without any evidence to support this contention, MCI's argument must fall on deaf ears. MCI's inability to provide evidence that mandatory detariffing will invoke an "onslaught of litigation" reveals the completely speculative nature of its claims. Additionally, MCI has failed to establish why it, or any other non-dominant interexchange carrier, will be exposed to any greater risk of lawsuits than would the myriad of other businesses that maintain relationships with customers without the aid of tariffs. Indeed, the Commission correctly noted that parties in opposition to mandatory detariffing "have not shown that the business of providing interstate, domestic, interexchange services . . . should be subject to a regulatory regime that is not available to firms that compete in other markets in this country."[7] There is absolutely no reason why non-dominant interexchange carriers will face any greater risk of lawsuits under state contract or consumer law than do any other businesses.

C. The Means Used to Establish Relationships With Casual Callers May Be Altered, But The Market For These Services Will Not Be Severely Disrupted.

MCI maintains that the Order will prevent it from entering into contracts with casual callers. While tariffs may no longer govern the relationships between non-dominant

---

[6] MCI Motion at 15.
[7] Order at ¶ 57.

interexchange carriers and casual callers, but to say that this market cannot function effectively without tariffs is too extreme a position. Numerous alternative means can be developed to adapt to this change in regulation during the next nine months. For example, upon dialing a long-distance telephone number, the customer could be informed of the price of such service through a recorded message. If the caller chooses to accept the stated cost it can simply press a pre-determined number and the carrier will proceed to initiate the call. Presumably, the caller's decision to accept the stated price would constitute a binding contract to pay for the services provided by the carrier.

D. Negotiations of New Customer-Specific Arrangements Will Be Encouraged Rather Than Impeded by the Order.

The notion that uncertainty during the pendency of judicial review will cast a "pall" over the market for integrated services agreements is ludicrious. End-users in position to renegotiate such agreements will accept this "uncertainty" to the same extent they enter into agreements with carriers by incorporating a variety of terms and conditions to deal with a whole host of issues associated with subsequent findings of legal invalidity, changes or the unlawfulness of underlying tariffs. Equally, users whose current agreements are expiring or who are otherwise in a position to renegotiate agreements will be driven to enter

into new agreements, rather than risk the very certain exorbitant increase in rates that will result at the expiration of an existing contract or contract rampdown period.

MCI's contention regarding the adverse impact of uncertainty on its Special Customer Arrangements ("SCAs") is undermined by a number of factors. Foremost, it will be nine months before currently tariffed SCAs must be detariffed. Only new or modified arrangements will be governed by contracts. Second, the transition to exclusive reliance on contracts should not be unduly burdensome for MCI. Its tariff presently provides that SCA customers and MCI may negotiate non-price related terms and conditions at odds with MCI's tariff: "When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the SCA will control."[8] Detariffing rates is the relatively, straightforward next logical step.

Contrary to MCI's contention, detariffing will in effect "complete the loop" with regard to SCAs. As a result of detariffing, all charges and rates paid by SCA customers will be insulated from unilateral changes historically implemented through tariff amendments. Rather than increasing uncertainty, the immediate effect of the Order is that SCA customers, existing and potential, will have a

---

[8] MCI Tariff F.C.C. No. 1, Customized Business Communications Services, Section B-17.03.

greater degree of confidence that the deal they negotiate will not be eroded by subsequently filed tariffs. Rather than casting a pall, detariffing will act as a brisk wind removing clouds of uncertainty long associated with tariffs.

III. OTHER PARTIES WILL BE HARMED BY GRANTING A STAY

End-users have long endured the arbitrary nature and unfair consequences of the filed rate doctrine. Irrespective of written agreements or material representations, subsequently filed tariffs take precedence. The record in this proceeding is replete with case law citations and explanations which highlight the hardships that befall users when carriers are in a position to invoke the filed rate doctrine. The Order removes the possibility of such hardships.

Were the Commission to grant the stay, end-users would be returned to the untenable position of being subject to the filed rate doctrine. During the pendency of the appeal, the users would be at significant risk. Indeed, the very problems and concerns which the Commission sought to address in its "Transition Rules," would resurface.

WHEREFORE, THE PREMISES CONSIDERED, The American Petroleum Institute respectfully requests the Commission to deny MCI's Motion For Stay Pending Judicial Review.

Respectfully submitted,

THE AMERICAN PETROLEUM INSTITUTE

By: _____

Wayne V. Black
C. Douglas Jarrett
Keller and Heckman L.L.P
1001 G Street, N.W.
Washington, D.C. 20001
(202) 434-4100

Its Attorneys

Dated: December 26, 1996

CERTIFICATE OF SERVICE

I, Cassandra L. Hall, a secretary in the law firm of Keller and Heckman, hereby certify that a copy of the foregoing was mailed via first-class service on this 26th day of December, 1996, to the following:

Rodney L. Joyce
Ginsburg, Feldman and Bress
1250 Connecticut Avenue, N.W.
Washington, D.C. 20036

Ellen G. Block
James S. Blaszak
Henry D. Levine
Levine, Blaszak, Block & Boothby
1300 Connecticut Ave., N.W. Suite 500
Washington, D.C. 20036

Mary E. Newmeyer
Alabama Public Service Commission
100 N. Union Street
P.O. Box 991
Montgomery, AL 36101

John W. Katz
Office of the State of Alaska
444 N. Capitol St., N.W.
Suite 336
Washington, D.C. 20001

Robert M. Halperin
Crowell & Moring
1001 Pennsylvania Ave., N.W.
Washington, D.C. 20004

S. Joseph Door
American Computer and Electronics Corp.
209 Perry Parkway
Gaithersburg, MD 20877

Roy E. Hoffinger
Mark C. Rosenblum
AT&T Corp.
Room 324511
295 North Maple Avenue
Basking Ridge, NJ 07920

Glenn S. Richards
Stephen J. Berman
Fisher Wayland Cooper
Leader & Zaragoza L.L.P.
2001 Pennsylvania Ave., N.W.
Suite 400
Washington, D. C. 20036

Charles H. Helein
Helein & Associates, P.C.
8180 Greensboro Drive
Suite 700
McLean, VA 22102

Gary L. Phillips
Ameritech
1401 H Street, N.W.
Suite 1020
Washington, D.C. 20005

Lon C. Levin
AMSC Subsidiary Corporation
10802 Park Ridge Blvd.
Reston, VA 22091

Bruce D. Jacobs
Glenn S. Richards
Fisher Wayland Cooper
Leader & Zaragoza L.L.P.
2001 Pennsylvania Ave., N.W.
Suite 400
Washington, D.C. 20006

Bettye Gardner
The Association for the Study of
Afro-American Life and History, Inc.
1407 Fourteenth St., N.W.
Washington, D.C. 20005-3704

Albert H. Kramer
Robert F. Aldrich
Dickstein, Shapiro & Morin, L.L.P.
2101 L Street, N.W.
Washington, D.C. 20037-1526

Eileen Seidowitz
Audits Unlimited, inc.
139-15 83rd Avenue
Briarwood, NY 11435

Edward D. Young, III
Michael E. Glover
Bell Atlantic
1320 North Court House Road
8th Floor
Arlington, VA 22201

John F. Beasley
William B. Barfield
Jim O. Llewellyn
BellSouth
1155 Peachtree St., N.E.
Suite 1800
Atlanta, GA 30309-2641

Charles P. Featherstun
David G. Richards
BellSouth
1133 - 21st Street, N.W.
Washington, D.C. 20036

Cheryl Lynn Schneider
Joan M. Griffin
BT North America, Inc.
North Building, Suite 725
601 Pennsylvania Ave., N.W.
Washington, DC. 20004

Mark P. Sievers
William B. Wilhelm, Jr.
Swidler & Berlin, Chtd.
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007

Ann P. Morton
Cable & Wireless, Inc.
8219 Leesburg Pike
Vienna, VA 22182

Danny E. Adams
Edward A. Yorkgitis, Jr.
Kelley Drye & Warren
1200 - 19th Street, N.W.
Washington, D.C. 20036

Randolph J. May
Timothy J. Cooney
Sutherland, Asbill & Brennan
1275 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2404

Mark W. Johnson
CBS Inc.
600 N. Hampshire Ave., N.W.
Suite 1200
Washington, D.C. 20037

Wayne Leighton
James Gattuso
Citizens for a Sound Economy Foundation
1250 H Street, N.W.
Suite 700
Washington, D.C. 20005

Robert A. Mazer
Albert Shuldiner
Vinson & Elkins
1455 Pennsylvania Ave., N.W.
Washington, D.C. 20004-1008

Robert J. Aamoth
Jonathan E. Canis
Reed Smith Shaw & McClay
Suite 1100 - East Tower
1301 K Street, N.W.
Washington, D.C. 20005

Bradley Stillman
Gene Kimmelman
Consumer Federation of America
1424 - 16th Street, N.W.
Suite 604
Washington, D.c. 20036

Charlene Vanlier
Capital Cities/ABC, Inc.
21 Dupont Circle
6th Floor
Washington, D.c. 20036

Winston R. Pittman
Chrysler Minority Dealer Assn.
27777 Franklin Road
Southfield, MI 48034

Jeffrey A. Campbell
Compaq Computer Corporation
1300 I Street, N.W.
Suite 490E
Washington, D. C. 20005

Genevieve Morelli
Competitive Telecommunications Assn.
1140 Connecticut Ave., N.W.
Suite 220
Washington, D.C. 20036

John W. Petit
Sue W. Bladek
Richard J. Arsenault
Drinker Biddle & Reath
901 - 15th Street, N.W.
Washington, D.C. 20005

Consumers First
P.O. Box 2346
Orinda, CA 94563