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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

cc 99-198

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HAND DELIVERED

Ms. Magalie Roman Salas
Office of the Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Room TW-A325
Washington, D.C. 20554

**Re: Petition of Global NAPs, Inc. for Preemption of the Jurisdiction
of the Virginia State Corporation Commission Pursuant to Section
252(e)(5) of the Telecommunications Act of 1996**

Dear Secretary Salas:

Enclosed please find an original and four (4) copies of the the above-referenced
petition.

Should there be any questions, please contact the undersigned counsel.

Sincerely,

Christopher W Savage (by ccc)
Christopher W. Savage

cc: Attached Service List

Before the
Federal Communications Commission
Washington, D.C. 20554

RECEIVED

MAY 19 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of

Petition of Global NAPs South, Inc. for Pre-emption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Dispute with Bell Atlantic-Virginia

CC Docket No. 198

PETITION OF GLOBAL NAPs SOUTH, INC.

1. Global NAPs, South, Inc. ("Global NAPs") files this Petition pursuant to 47 C.F.R. § 51.803(a), and in accordance with that rule respectfully requests that the Commission preempt the jurisdiction of the Virginia State Corporation Commission (the "SCC") with respect to an arbitration proceeding involving Global NAPs and Bell Atlantic-Virginia ("Bell Atlantic").¹

2. Global NAPs and Bell Atlantic commenced interconnection negotiations for Virginia on July 2, 1998. These negotiations began after successful negotiations for several other Bell Atlantic states had been completed. Global NAPs originally expected that negotiations for Virginia would be successful as well, but it became clear that Bell Atlantic would not be as accommodating in Virginia as it had been in other jurisdictions.²

3. Once Bell Atlantic's position became clear, Global NAPs concluded in August 1998 that it could meet its interconnection needs by "opting into" an existing agreement between Bell Atlantic and another competing local exchange carrier ("CLEC"). At that time, the

¹ The facts stated in this Petition are verified in the attached Affidavit of William J. Rooney, Jr. Mr. Rooney is Global NAPs' Vice President and General Counsel, and was personally involved in the matters discussed here.

² Other than for the State of New Jersey, which was on a separate negotiating track, Global NAPs and Bell Atlantic conducted consolidated negotiations for all affected Bell Atlantic "South" states beginning on July 2, 1998.

8th Circuit's "all or nothing" interpretation of Section 252(i) was in effect. After considering the available agreements, Global NAPs concluded that the agreement between Bell Atlantic and MFS Intelenet — although it contained a number of provisions not entirely to Global NAPs' liking — was on the whole the closest "fit" to Global NAPs' actual interconnection needs. As a result, Global NAPs advised Bell Atlantic that Global NAPs wanted to interconnect with Bell Atlantic on the same terms as contained in Bell Atlantic's agreement with MFS.

4. Requesting the terms of an already-approved agreement should bring a swift conclusion to negotiations. An ILEC is required under Section 251(c) to offer interconnection, access to unbundled elements, etc., on terms and conditions that are "nondiscriminatory" and that comply with "the requirements of this section [Section 251] and section 252." It follows that, when a CLEC demands in negotiation that it receive interconnection on terms that are already being provided to another CLEC, the nondiscrimination obligations in Section 251(c) — as well as the provisions of Section 252(i) — mean that those terms are "on the table" from the ILEC as a matter of law, and must be agreed to.

5. Notwithstanding, Bell Atlantic did not accept Global NAPs' demand. To the contrary, Bell Atlantic would only honor Global NAPs' right to opt into the MFS agreement if Global NAPs would accept certain qualifications and interpretations of that agreement that were not included in the agreement itself nor in any SCC order approving it. These included requirements that Global NAPs (1) waive the right to obtain compensation for ISP-bound calls;³

³ Bell Atlantic is clearly wrong in its claim that ISP-bound traffic is not embraced by the definition of "local" traffic contained in the MFS Agreement. Bell Atlantic itself has admitted in federal court that it has been paying MFS (now WorldCom) under the terms of that agreement. *See* Complaint of Bell Atlantic, Civ. Action No. 99-275-A (E.D. Va. 1999). Moreover, other Bell Atlantic regulators reviewing the identical contract have concluded that such traffic is covered (e.g., Maryland and Delaware regulators). Finally, Bell Atlantic's own statements to *this Commission* at the time the MFS agreement was being negotiated show that Bell Atlantic fully understood the situation. In May 1996 reply comments on the issue of reciprocal compensation, Bell Atlantic explained that if the ILECs overpriced interconnection, they would be immediately punished in the market by CLECs who focused on serving customers who primarily receive calls — including, specifically, ISPs:

[T]he notion that bill and keep is necessary to prevent LECs from demanding too high a rate reflects a fundamental misunderstanding of the market. If these rates are set too

(continued...)

(2) accept a reciprocal compensation rate below the rate included in the MFS agreement; and (3) accept a contract term of only about 10 months, even though Bell Atlantic had provided MFS with the predictability and stability of a three-year agreement.⁴

6. Global NAPs believed that Bell Atlantic's effort to impose these conditions was unlawful under the terms of Section 251(c) and Section 252(i). As noted above, Section 251(c) not only contains its own nondiscrimination requirements, it also specifically "imports" the requirements of Section 252, which, obviously, includes Section 252(i). Section 252(i) is a key nondiscrimination provision of the Telecommunications Act of 1996, as the Commission itself has found. *See Local Competition Order* at ¶ 1321.⁵ As a result of these provisions, the ILEC may not lawfully (or consistently with its obligation to negotiate in good faith) refuse to make the terms of previously-approved interconnection agreements available. Global NAPs, therefore, was entirely within its rights under Sections 251 and 252 to demand a contract with Bell Atlantic that contains the same terms as in the MFS agreement.⁶

³(...continued)

high, the result will be that new entrants, who are in a much better position to selectively market their services, *will sign up customers whose calls are predominantly inbound*, such as credit card authorization centers and *internet access providers*. The LEC would find itself writing large monthly checks to the new entrant.

Reply Comments of Bell Atlantic, CC Docket No. 96-98 (filed May 30, 1996) (emphasis added).

⁴ A review of the substantive terms of the MFS Agreement shows that the parties contemplated a three-year contract, with various rights and obligations "staged" over that period. Note that, while Global NAPs sought (and believes it is entitled to) a three-year contract with Bell Atlantic containing the same compensation rates as in the MFS Agreement, the two issues are actually separate. That is, one could conclude, in the abstract, either (a) that Global NAPs is entitled to a three-year contract that includes different rates than in the MFS Agreement; or (b) that Global NAPs is entitled to a contract with a fixed termination date that includes the rates in the MFS Agreement; or (c) that Global NAPs is entitled to a three-year contract that includes the same rates as in the MFS Agreement; (d) that Global NAPs is entitled to a contract with a fixed termination date that includes different rates than in the MFS Agreement.

⁵ In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, *Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, First Report and Order*, 11 FCC Rcd 15499 (1996) ("*Local Competition Order*").

⁶ In August 1998, under the "whole contract" regime, what was "on the table" was the MFS Agreement viewed as an integrated whole. That is the regime applicable to this proceeding.
(continued...)

7. Bell Atlantic and Global NAPs were unable to reach agreement on these matters, so Global NAPs filed a timely petition for arbitration in December 1998. The SCC concluded that there were no factual issues warranting a hearing in the dispute, and it was submitted on the papers. However, following the Supreme Court's decision in *AT&T v. Iowa Utilities Board* in late January 1999,⁷ and this Commission's *Declaratory Ruling* regarding ISP-bound calls in late February 1999,⁸ the SCC requested further briefing and set the matter for oral argument, which was held in due course on March 25, 1999.

8. Global NAPs believed, and believes, that it should prevail on each of the matters in its dispute with Bell Atlantic. But — win, lose, or draw — Global NAPs fully expected the SCC to issue a decision resolving the disputed issues and establishing *some* contractual terms under which Global NAPs and Bell Atlantic would operate. This is, after all, what is required by 47 U.S.C. § 252(b)(4)(C), which states:

The State commission shall resolve each issue set forth in the petition and response, if any, by imposing appropriate conditions as required to implement subsection (c) upon the parties to the agreement, and shall conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section.

In other words, on or about April 2, 1999, Global NAPs expected an order from the SCC that set the terms of Global NAPs' interconnection agreement with Bell Atlantic.

⁶(...continued)

Following the Supreme Court's reinstatement of the Commission's "pick and choose" rule, what is "on the table" in ILEC/CLEC negotiations is both the set of approved interconnection agreements viewed as integrated documents, and the individual terms and conditions in each contract, subject (now) to Section 51.809 of the Commission's rules.

⁷ *AT&T Corp. v. Iowa Util. Bd.*, ___ U.S. ___, 116 S.Ct. 721 (1999).

⁸ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-Carrier Compensation for ISP-Bound Traffic, *Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68*, CC Docket Nos. 96-98 & 99-68 (rel. February 26, 1999) ("*Declaratory Ruling*").

9. Although many variations are possible, as noted above, considering the main disputed issues, the logical options were (a) a contract with a termination date of July 1, 1999 including the rates in the MFS Agreement; (b) a three-year contract including the rates in the MFS Agreement; (c) three-year contract including rates including rates that differ from those in the MFS Agreement; and (d) a ten-month contract including the rates in the MFS Agreement.⁹

10. Instead, on April 2, 1999 — nine months after Global NAPs began negotiating with Bell Atlantic, and eight months after Global NAPs had demanded that Bell Atlantic give Global NAPs the same deal it had given MFS — the SCC issued an order that did not establish any contractual terms at all. Without identifying any provision of the MFS Agreement that was technically infeasible or impractical, or any rate in that agreement that was based on outdated cost analyses, the SCC found that the MFS Agreement was too old to be opted into. Instead of "resolv[ing] each issue set forth in the petition and ... imposing appropriate conditions as required to implement [Section 251(c)] upon the parties" as required by Section 252(b)(4)(C), the SCC told Global NAPs to go away and start over again.¹⁰ As a result, Global NAPs' DMS-500 switch in Reston, Virginia — deployed in the apparently rash expectation that Bell Atlantic would fulfill its duties under the Act — remains unused and unusable, unconnected to Virginia's public switched telephone network.¹¹

⁹ This option would reflect a balancing of relevant equitable factors. It is clear that Bell Atlantic *should have* allowed Global NAPs to opt into the MFS Agreement in August 1998, when Global NAPs first requested to do so. If Bell Atlantic had fulfilled its legal duty in this regard, and if the contract is viewed as having a fixed termination date of July 1, 1999, then Global NAPs would have been able to operate under the terms of the MFS Agreement for approximately ten months prior to its expiration. The Delaware PSC recently approved an arbitration award that adopted this resolution, allowing Global NAPs to opt into the MFS Agreement for that state, but extending the termination date from July 1, 1999 to December 31, 1999. *See* In the Matter of the Application of Global NAPs South, Inc., for the Arbitration of Unresolved Issues from the Interconnection Negotiations with Bell Atlantic-Delaware, Inc., *Order No. 5092*, PSC Docket No. 98-540 (Del. P.S.C. May 11, 1999) (order adopting arbitration award that extended termination date of contract for equitable reasons).

¹⁰ A copy of the SCC's decision is attached.

¹¹ Global NAPs' substantial investment in telecommunications equipment belies Bell Atlantic's efforts to cast Global NAPs, in Virginia and elsewhere, as some sort of second-class citizen in the world of telecommunications carriers, not entitled to the benefits of CLEC status.

11. This decision is a plain failure on the part of the SCC to fulfill its responsibilities under the Act. Global NAPs does not know whether this failure arose out of Bell Atlantic's misleading claim that disputes under Section 252(i) are not subject to arbitration; out of confusion over the jurisdictional status of ISP-bound calls in light of the *Declaratory Ruling*; out of uncertainty regarding the application of the Commission's "pick and choose" rule after the *AT&T v. Iowa* decision; or some other, inexplicable legal error. But whatever the cause, the effect of the SCC's ruling is to take a dispute under Section 252(i) — a statute designed, in part, to allow CLECs to enter local markets on an *expedited* basis — and convert it into a means to *double* the time it will take Global NAPs to enter the Virginia local exchange market.

12. This decision was particularly puzzling in light of Bell Atlantic's treatment of other CLECs in Virginia. As noted above, Global NAPs requested to opt into the MFS Agreement in August 1998. Bell Atlantic permitted at least two other CLECs to opt into the MFS Agreement after that date (Focal Communications in October 1998 and US LEC in late November 1998). To permit Bell Atlantic to deny Global NAPs the right to opt into the MFS Agreement in August 1998 and then claim the contract has become stale *simply by virtue of Bell Atlantic's refusal*, and the subsequent delays imposed by litigation, makes a complete mockery of the non-discrimination provisions of the Act, since under that approach Bell Atlantic can choose with total impunity which CLECs to favor by acquiescing in their statutory opt-in rights and which to punish by denying those rights.

13. Global NAPs sought reconsideration of this misguided ruling on April 21, 1999. Under the SCC's Rules, an order becomes final within 21 days after entry, unless modified or vacated (whether in response to a petition for reconsideration or on the SCC's own motion). The SCC, by failing to act on Global NAPs' Petition, allowed its April 2 order to become final. As a result, now — nearly a year after Global NAPs began negotiating with Bell Atlantic for an interconnection agreement that would allow Global NAPs to enter the Virginia market — Global NAPs is back at ground zero, due to the SCC's failure to establish interconnection terms and conditions between Bell Atlantic and Global NAPs that comply with the requirements of the Act.

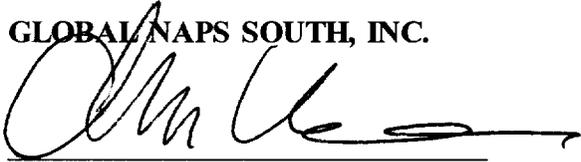
14. Global NAPs submits that the facts outlined above "prove that the state has failed to act to carry out its responsibilities under section 252 of the Act," in accordance with 47 C.F.R. § 51.803(b). As required by 47 C.F.R. § 51.803(a)(1), this Petition is supported by the Affidavit of William J. Rooney, Jr., Global NAPs' Vice President and General Counsel. Mr. Rooney was personally involved in the negotiations with Bell Atlantic leading up to the Virginia arbitration proceedings, and personally involved in those proceedings themselves.

15. Global NAPs, therefore, respectfully requests that this Commission assume jurisdiction over this matter and promptly issue a decision in accordance with Section 254(c) that establishes the terms and conditions on which Global NAPs may interconnect with Bell Atlantic in Virginia. Global NAPs stands ready to provide any additional materials from the Virginia arbitration proceeding, or such new materials, as the Commission may find helpful in resolving this matter.

Respectfully submitted,

GLOBAL NAPs SOUTH, INC.

By:



Christopher W. Savage

Karlyn D. Stanley

COLE, RAYWID & BRAVERMAN, L.L.P.

1919 Pennsylvania Avenue, N.W., Suite 200

Washington, D.C. 20006

202-659-9750

William J. Rooney, Jr

General Counsel, Global NAPs South, Inc.

Ten Merrymount Road

Quincy, MA 02169

617-507-5111

Date: May 19, 1999

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of

**Petition of Global NAPs South, Inc. for Pre-emption
of the Jurisdiction of the Virginia State Corporation
Commission Regarding Intercon-nection Dispute
with Bell Atlantic-Virginia**

CC Docket No. _____

AFFIDAVIT OF WILLIAM J. ROONEY, JR.

William J. Rooney, Jr., of legal age, deposes and states the following under penalty of perjury:

1. My name is William J. Rooney, Jr. I am Vice President and General Counsel of Global NAPs South, Inc. ("Global NAPs").

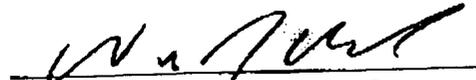
2. I am filing this affidavit in support of Global NAPs' petition to have the Federal Communications Commission ("Commission") preempt the jurisdiction of the Virginia State Corporation Commission ("SCC") with regard to the interconnection dispute between Global NAPs and Bell Atlantic-Virginia ("Bell Atlantic").

3. I have been personally involved in all of Global NAPs' interconnection negotiations with Bell Atlantic, including our negotiations with Bell Atlantic-Virginia. I am, therefore, personally familiar with the history and conduct of those negotiations and with the subsequent arbitration and related proceedings before the SCC.

4. I have read the accompanying "Petition of Global NAPs South, Inc." to preempt the jurisdiction of the SCC. The statements in that petition are true and correct to the best of my knowledge and belief. Specifically, Global NAPs began negotiations with Bell Atlantic in July 1998, and timely filed an arbitration petition in December 1998. However, the SCC issued an

order, which has become final, that failed to establish any interconnection contract between Global NAPs and Bell Atlantic, as required by Section 252(b)(4)(C).

5. As a result of this action by the SCC, Global NAPs is without an interconnection agreement with Bell Atlantic as of today, more than a ten months after negotiations between the two companies began.


William J. Rooney, Jr.

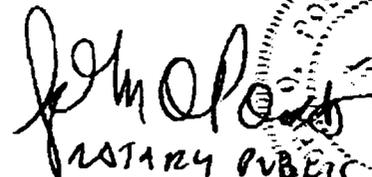
Subscribed and sworn before me this 19th day of May, 1999.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS

May 19, 1999

Then appeared before me William J. Rooney, Jr. and acknowledged the foregoing to be his free act & deed before me.


JOHN P. [unclear]
NOTARY PUBLIC



My Commission Expires November 2, 2001

AT RICHMOND, April 2, 1999

PETITION OF 1999 APR -2 P 12: 17

GLOBAL NAPs SOUTH, INC.

CASE NO. PUC980173

For arbitration of unresolved issues
from interconnection negotiations with
Bell Atlantic-Virginia, Inc. pursuant to
§ 252 of the Telecommunications Act of 1996

FINAL ORDER

On November 16, 1998, Global NAPs South, Inc. ("GNAPs") filed a petition for arbitration of unresolved issues from interconnection negotiations with Bell Atlantic-Virginia, Inc. ("BA-VA") under § 252(b) of the Telecommunications Act of 1996 ("the Act"), 47 U.S.C. § 252(b).

On November 24, 1998, we entered a Preliminary Order, docketing this matter and ordering BA-VA to file a response to the GNAPs petition, and ordering that comments from interested parties be filed on or before December 30, 1998.

On November 25, 1998, GNAPs filed a motion for a hearing to consider its request that BA-VA provide GNAPs interconnection on an interim basis and for expedited treatment of its petition.

On December 11, 1998, BA-VA filed its response to the GNAPs arbitration petition and motion. On December 30, 1998, GNAPs filed its reply to the response of BA-VA.

By order of January 29, 1999, we determined that there was no need to hold an evidentiary hearing in this proceeding, having found that the issues raised by the parties presented only legal questions; that there were no issues of fact in dispute; and that both parties had waived their requests for a hearing.¹ The order also provided for the parties to supplement their pleadings filed herein to define or further clarify their positions on the issues raised, and to address how (or if) the United States Supreme Court's recent decision in AT&T Corp. v. Iowa Utilities Board, ___ U.S. ___, No. 97-826 (Jan. 25 1999), affects the issues before us.

The parties filed their supplemental briefs on February 10, 1999.

BA-VA contends that the Supreme Court's reinstatement of the Federal Communications Commission's ("FCC") "pick and choose" rule, 47 CFR § 51.809 ("FCC Rule 51.809"), results in GNAPs not being entitled to adopt BA-VA's 1996 interconnection agreement with MFS Intelenet ("MFS Agreement"). BA-VA offers three bases for its position. First, it states that FCC Rule 51.809(c) requires that it make available to GNAPs terms and conditions of existing interconnection agreements for only a "reasonable period of time," and that such time has expired with respect to the 1996 MFS Agreement. BA-VA next asserts that subsection (b)(1) of FCC

¹We also denied GNAPs motion for interconnection on an interim basis.

Rule 51.809 relieves it from offering to GNAPs the reciprocal compensation rates of the MFS Agreement because BA-VA will incur greater costs in providing interconnection to GNAPs than to MFS due to the expected imbalance in traffic delivered by BA-VA to GNAPs versus traffic delivered by GNAPs to BA-VA. Third, BA-VA asserts that, even if it is required to offer GNAPs the terms of the MFS Agreement, GNAPs must be bound by the July 1, 1999, termination date of that agreement because it is a provision "legitimately related to" the pricing terms of the MFS Agreement.²

GNAPs' brief in response to our January 29, 1999, order reiterates its arguments made in prior pleadings that it is entitled to reciprocal compensation for terminating traffic to Internet Service Providers ("ISPs"); and that it should be able to opt-in to the MFS Agreement for a full three-year term. GNAPs asserts that BA-VA acted in bad faith by not permitting it to opt-in to the MFS Agreement in August 1998.

GNAPs also comments on the Iowa Utilities Board decision and the reinstated FCC Rule 51.809. GNAPs states that the requirement of 51.809(c) that interconnection agreements be made available for only a "reasonable period of time" addresses concerns of technical incompatibility so as to prevent forcing an incumbent from conforming interconnection arrangements to outdated technical

² See FCC's First Report and Order, ¶ 1315, In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd. 15499, 16139.

models. Such technical considerations have no relevance in this case according to GNAPs.

GNAPs responds to Rule 51.809(b)(1) by explaining that the "greater cost" exception to the opt-in requirement does not protect incumbents from the volume of usage that one CLEC versus another might make of a particular interconnection agreement, but rather the higher unit cost of interconnecting with a CLEC that seeks to adopt the incumbent's agreement with another CLEC. GNAPs believes that BA-VA's unit cost of interconnecting with GNAPs would not differ materially from its cost of interconnecting with MFS.

GNAPs also asserts that even if the Commission finds the MFS Agreement is now not available to it for opting-in, GNAPs should be able to opt-in to that agreement under the "old regime" as it existed prior to the Iowa Utilities Board decision, because to hold otherwise would reward BA-VA for its delay and prolonged refusal to GNAPs' request to opt into the MFS Agreement.

After the parties filed their supplemental briefs, the FCC issued its order on reciprocal compensation.³ By order dated March 11, 1999, we scheduled oral argument so the parties could address what effect, if any, the FCC's order and the Iowa

³ In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, and Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (Feb. 26, 1999).

Utilities Board decision have on this case. Oral argument was held March 25, 1999.

The threshold issue is whether GNAPs can opt into the MFS Agreement, which was entered in July 1996. At the hearing, much discussion centered on whether the requirement of FCC Rule 51.809(c) that interconnection agreements be made available to other carriers for a "reasonable period of time" applied to the parties in this instance. Regardless of whether that rule applies here, all parties agreed that the Commission could establish a standard of reasonableness for determining how long an incumbent carrier must make available to others its approved interconnection agreements.

GNAPs first sought to opt into the MFS Agreement in August 1998. By its terms, the MFS Agreement may be terminated July 1, 1999, and anyone adopting this agreement is bound by that term, unless otherwise negotiated. If a reasonable time rule were to apply here, whether under FCC Rule 51.809 or some other standard created by this Commission, we believe that GNAPs' request was made beyond a reasonable time within which BA-VA should be required to permit a carrier to opt into an approved agreement.

As a practical matter, we must also consider the Commission's practices in arbitration proceedings for directing the parties to submit agreements for approval and for reviewing and approving such agreements. If we were to direct BA-VA to offer to GNAPs the

MFS Agreement, there would likely be only thirty days, at most, from the time such an adopted agreement would be approved until BA-VA could terminate the agreement pursuant to the contract terms. Therefore, we find that it is not practical to require such a short contract term in light of the remaining time available under the MFS Agreement, particularly including the time necessary for filing and Commission approval of an agreement. As with the maxim "equity will not do a vain or useless thing," we cannot find it practicable to grant GNAPs even the most limited relief requested. We will not make a determination that does not confer any real benefit or effect any real relief, and which is impracticable to carry out. Accordingly,

IT IS THEREFORE ORDERED THAT:

(1) To the extent GNAP's petition seeks to adopt the MFS Agreement, the relief requested is denied.

(2) This matter is dismissed and the papers filed herein shall be placed in the file for ended causes.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to: Eric M. Page, Esquire, LeClair Ryan, 4201 Dominion Boulevard, Suite 200, Glen Allen, Virginia 23060; Christopher W. Savage, Esquire, Cole, Raywid & Braverman, 1919 Pennsylvania Ave., NW, Suite 200, Washington, D.C. 20006; William J. Rooney, Jr., General Counsel, Global NAPs South, Inc., 10 Merrymount Road,

Quincy, Massachusetts 02169; Warner F. Brundage, Jr., Esquire, Bell Atlantic-Virginia, Inc., 600 East Main Street, 11th Floor, Richmond, Virginia 23219; John F. Dudley, Esquire, Division of Consumer Counsel, Office of the Attorney General, 900 East Main Street, Second Floor, Richmond, Virginia 23219; and the Commission's Divisions of Communications, Economics and Finance, and Public Utility Accounting, and Office of General Counsel.

A True Copy
Teste:

Joel H. Beck
Clark of the
State Corporation Commission

CERTIFICATE OF SERVICE

I, Linda M. Blair, hereby certify that on this 19th day of May, 1999, I caused a copy of the foregoing Petition of Global NAPS, Inc. to be sent via messenger (*), or by first class mail, postage prepaid, to the following:

Ms. Magalie Roman Salas*
Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, D.C. 20554

Ms. Janice Miles*
Common Carrier Bureau
Federal Communications Commission
445 12th Street, S.W., Room 5-327
Washington, D.C. 20554

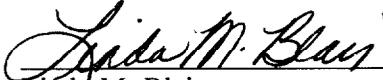
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Linda M. Blair