

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
Winstar Communications, LLC)
Emergency Petition for Declaratory Ruling)
Regarding ILEC Obligations to)
Continue Providing Services)
)
Verizon Petition for Declaratory Ruling Regarding)
CLEC Obligations to Cure Assigned Indebtedness)

WC Docket No. 02-80

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

**REPLY COMMENTS OF VERIZON
IN SUPPORT OF COUNTER-PETITION**

Michael E. Glover
Edward Shakin
Ann H. Rakestraw
VERIZON
1515 North Court House Road
Suite 500
Arlington, VA 22201-2909
(703) 351-3860

John H. Harwood II
William T. Lake
Robin A. Lenhardt
WILMER, CUTLER & PICKERING
2445 M Street, N.W.
Washington, DC 20037
(202) 663-6000

Counsel for Verizon

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INTRODUCTION AND SUMMARY

Verizon submits this reply in support of its counter-petition for declaratory ruling. The comments on the counter-petition make clear the need for the declaratory relief Verizon has requested. Multiple carrier bankruptcies are generating recurring controversy about the interplay of the Bankruptcy Code and the Communications Act in circumstances in which a carrier seeks to buy the assets of a carrier in bankruptcy. The bankruptcy courts are addressing the Bankruptcy Code issues, despite the efforts of opportunistic CLECs such as IDT to muddle the

^{1/} The Verizon telephone companies ("Verizon") are the local exchange carriers affiliated with Verizon Communications Inc. These are: Cantele of the South, Inc. d/b/a Verizon Mid-States; GTE Midwest Incorporated d/b/a Verizon Midwest; GTE Southwest Incorporated d/b/a Verizon Southwest; The Micronesian Telecommunications Corporation; Verizon California Inc.; Verizon Delaware Inc.; Verizon Florida Inc.; Verizon Hawaii Inc.; Verizon Maryland Inc.; Verizon New England Inc.; Verizon New Jersey Inc.; Verizon New York Inc.; Verizon North Inc.; Verizon Northwest Inc.; Verizon Pennsylvania Inc.; Verizon South Inc.; Verizon Virginia Inc.; Verizon Washington, DC Inc.; Verizon West Coast Inc.; Verizon West Virginia Inc.

issues with misstatements about the requirements of “Telecom Law”; and there is a need for the Commission to clarify the treatment of the same transactions under the Communications Act.

The need for Commission action can scarcely be disputed. IDT urges the Commission not to answer the questions posed in the counter-petition, calling them abstract and ungrounded in the facts of an actual controversy.^{2/} That stance ignores the extensive factual record in this proceeding about the Winstar bankruptcy and other bankruptcies that have raised similar issues. ASCENT, by contrast, urges the Commission to answer the questions exclusively in the abstract, without considering the factual record.^{3/} Both avoidance maneuvers are unavailing. The record shows that recurrent, concrete disputes have produced uncertainty about Communications Act issues that have industry-wide implications. The Commission should eliminate that uncertainty by issuing the requested declaratory ruling.

The key to this dispute is that any CLEC that seeks to buy carrier assets out of bankruptcy and to serve some or all of the bankrupt’s prior customers has multiple options. Depending on the CLEC’s circumstances, each option can produce results fully consistent with the Bankruptcy Code and the Communications Act, if the CLEC makes a timely choice among them and then acts consistently with its choice. But uncertainty about the need to make a clear, timely choice or about the legal consequences of the options is an invitation to opportunistic behavior by purchasing CLECs. Verizon’s counter-petition seeks clarification of the Communications Act consequences of the options and of the need for the purchasing CLEC to make a timely and consistent choice among them.

^{2/} See Comments of Winstar Communications, LLC (filed May 13, 2002), at 7-8.

^{3/} Comments of the Association of Communications Enterprises (“ASCENT”) (filed May 13, 2002), at 2 n.2.

Important public interests are at stake. If purchasing CLECs are not required to make a timely, clear choice between assignment or rejection, and to give timely notice to affected customers, those customers will be left in the dark about events that may affect their continuity of service. Purchasing CLECs should not be allowed to endanger their customers' interests as a tactic to avoid financial obligations. Moreover, where a purchasing CLEC rejects the debtor's service arrangements, the public interest would not be served by exempting it from the transfer procedure that applies when any other carrier initiates new service. That would discriminate unreasonably against other carriers and create artificial incentives to use bankruptcy to obtain unfair advantage.

I. THE COMMISSION SHOULD MAKE CLEAR THAT THE COMMUNICATIONS ACT DOES NOT CONFLICT WITH THE BANKRUPTCY CODE.

It is established law that agencies and courts should construe federal statutes to be consistent wherever possible,^{4/} and this is eminently possible here. The Communications Act regime, far from creating any exception to section 365 for carriers, fits comfortably with the

^{4/} Indeed, it is well settled that the "Commission is obliged to reconcile its policies under the Communications Act with the policies of other federal laws and statutes, including the federal bankruptcy laws in particular." Memorandum Opinion and Order, *Applications of Dale J. Parsons, Jr. and Howard R. Green, Receiver*, 10 FCC Rcd 2718, 2720 ¶ 11 (1995). See also Memorandum Opinion and Order, *Application of O.D.T. International and Wyman W.C. Lai*, 9 FCC Rcd 2575, 2576 ¶ 7 (1994) ("The Bureau appropriately took into account the existence of [a] Bankruptcy Court order, and the federal policies favoring protection of creditors which underlie the bankruptcy laws, in making its decision . . ."); Declaratory Ruling, *Fox Television Stations Inc.*, 8 FCC Rcd 5341, 5349 ¶ 41 (1993) (the Commission should "minimize, to the extent possible, any conflict between Commission policy and that of federal bankruptcy law"); *Morton v. Mancari*, 417 U.S. 535, 551 (1974) ("when two statutes are capable of co-existence, it is the duty of the courts, absent a clearly expressed congressional intention to the contrary, to regard each as effective"); *LaRose v. FCC*, 494 F.2d 1145, 1146 n.2 (D.C. Cir. 1974) ("agencies should constantly be alert to determine whether their policies might conflict with other federal policies and whether such conflict can be minimized.").

dictates of that section; any asserted conflict, or need to carve exceptions, arises only from the confusion generated by the erratic and opportunistic behavior of IDT and some other purchasing CLECs. Verizon's first requested declaratory ruling would confirm that communications law is consistent with bankruptcy law with respect to the options available to a purchasing CLEC.^{5/}

Assumption and Assignment, with Cure. First, the purchasing CLEC may elect to have the debtor's existing service arrangements assigned to it and be assured of receiving continued service under those same arrangements, after curing any unpaid amounts. Section 365 of the Bankruptcy Code expressly provides this option, by authorizing a bankrupt CLEC to assume any executory contract and assign it to the purchaser. The duty to cure unpaid amounts is unambiguous under that provision.^{6/} Once those unpaid amounts have been cured, the purchasing CLEC then stands in the shoes of the bankrupt and is entitled to receive service in its stead under the transferred service arrangements. Communications law is entirely consistent in this regard. When the purchaser steps into the debtor's shoes through an assumption and assignment under section 365, the purchaser becomes the subscriber also for purposes of communications law. Likewise, Verizon's tariffs are consistent with this treatment. A trustee

^{5/} The cross-petition does not, as some commenters suggest, ask the Commission to decide any issue of bankruptcy law. See Comments of Winstar Communications, LLC at 5-6; Comments of ASCENT at 5-6; Comments of Global Crossing on Counter-Petition of Verizon for Declaratory Ruling (filed May 13, 2002), at 1. As is plain from the cross-petition, it poses issues only of communications law. However, the Commission cannot, as some commenters evidently wish, decide the communications law issues oblivious to what the Bankruptcy Code says about the same subject matter. Only by being cognizant of what the Bankruptcy Code provides can the Commission fulfill its obligation to interpret the Communications Act harmoniously if possible. Fortunately, the relevant bankruptcy law principles are clear, and harmony in this instance is easily achieved.

^{6/} See 11 U.S.C. §§ 365(b)(1)(A) (requiring trustee to "cur[e], or provid[e] adequate assurance . . . [of] cure, such default" upon assumption); *id.* at 365(f)(2) (similarly requiring that defaults be cured if the contract is assumed and assigned to a purchasing entity).

that assumes a contract under section 365 (including its cure obligations) and assigns it to the purchaser, is entitled to continued service under Verizon's tariff provided that the trustee "assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any."^{7/} Under this scenario, section 365 itself imposes an obligation to cure: service is transferred seamlessly to the new CLEC, through a simple change of billing entry, and all terms of service remain the same.

Rejection of Prior Arrangements. Alternatively, the purchasing CLEC may cause the bankrupt CLEC to reject the existing service arrangements. To the extent the service arrangements are rejected, they are not included in what has been bought under bankruptcy.^{8/} They can still have the existing arrangements assigned to them, but they must do so under tariff, just as any other carrier must do. Because in this scenario, there was no cure under bankruptcy law, the tariffs require that the buyer "assumes all outstanding indebtedness for such services."^{9/} This accords with the meaning of "assignment" in general contract law.^{10/} Again, such an assignment will allow the buyer's service to be treated as a continuation of the prior service.

^{7/} Verizon Telephone Companies, F.C.C. Tariff No. 1, Effective February 6, 2002, § 2.1.2(2).

^{8/} See 11 U.S.C. § 365(g) (providing that "the rejection of an executory contract . . . of the debtor constitutes a breach of such contract.")

^{9/} Verizon Telephone Companies, F.C.C. Tariff No. 1, Effective February 6, 2002, § 2.1.2(1).

^{10/} See *Ins. Co. of the West v. United States*, 243 F.3d 1367, 1374 (Fed. Cir. 2001) (observing that at common law, "the assignee of a claim step[s] into the shoes of the assignor for all purposes: 'an assignment transfers to the assignee the same right held by the assignor, with its advantages and disadvantages'" (quoting Restatement (2d) of Contracts, § 340 cmt. a); *Trailways Finance v. Euro-Flo Tours, Inc.*, 572 F. Supp. 1227, 1231 (D.N.J. 1983) (affirming the proposition that an assignee of a contract "stands in precisely the same shoes as its assignors" vis-à-vis the provisions of that contract).

If the buyer chooses not to take assignment, then it still has a right under telecommunications law to purchase new service from Verizon, and, as explained in our previous comments, can follow the same CLEC-to-CLEC transfer process that all other carriers must follow (including carriers who provide service to customers rejected by the purchaser).^{11/} Commission policies require that notice be given to customers of the bankrupt CLEC whose services may be affected by the rejection of a CLEC-ILEC service arrangement.^{12/} As long as customers are timely notified, they will know *in advance* of the transfer and the possibility of service disruption.

In short, no inherent conflict exists between bankruptcy law and communications law in their treatment of purchases of assets out of a CLEC bankruptcy. The controversy before the Commission stems from the failure by IDT and some other purchasing CLECs to make clear or timely choices between the options that the law allows them, and their attempts to manufacture an asserted conflict between bankruptcy and communications law to try to avoid the consequences of their own action or inaction.^{13/}

^{11/} See Memorandum Opinion and Order, *Application of Verizon New England, Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts*, 16 FCC Rcd 8988, 9077-78 ¶ 160 (2001) (finding that Verizon's transfer procedures "minimize[] service disruptions" and afford competitors "a meaningful opportunity to compete").

^{12/} See Federal Communications Commission, "Requirements for Carriers to Obtain Authority Before Discontinuing Service in Emergencies," Public Notice, DA 01-1257 (rel. May 22, 2001).

^{13/} Cavalier's contention that it sought to "do everything that Verizon suggests," Comments of Cavalier Telephone, LLC (filed May 13, 2002), at 5, is belied by the record in that case. That record shows that Cavalier, like IDT, sought only to game the system to avoid having to cure the debts associated with the service arrangements it sought to assume. Instead of exercising one of the two options available to it, Cavalier simultaneously sought to convince a Virginia state commission that it was entitled to assume pre-sale control of Net2000's special access

II. THE ASSERTED CONFLICTS BETWEEN THE BANKRUPTCY CODE AND THE COMMUNICATIONS ACT ARE NONEXISTENT.

A. Section 365 Does Not Undermine Competition in Telephone Service.

Section 365 on its face applies to all executory contracts, with no exception for telecommunications service arrangements.^{14/} The cure requirement in that section reflects a congressional judgment that it is good public policy to allow creditors to demand a cure of pre-petition debts in return for further performance of executory contracts.^{15/} That policy applies

arrangements under bankruptcy rights, and to persuade the bankruptcy court that it had no need or intention of post-sale use of such arrangements because the Communications Act rights under its own interconnection agreement made it unnecessary for it to do so. This effort to play the bankruptcy court off against the state commission hardly qualifies as choosing between the two options contemplated by the Communications Act in a straightforward manner. Nor is there any merit to Cavalier's contention that the bankruptcy court somehow approved its actions. The bankruptcy court — which is considering contempt sanctions against Cavalier because of its evasive tactics — expressly reserved the question whether Cavalier was financially obligated to Verizon for Net2000's tariff liabilities under the Communications Act, just as the bankruptcy court did in this case. *In re Net2000 Communications Inc.*, Bankr. D. Del., Case No. 01-11324-11334, Chapter 11 ("*In re Net2000*"), Transcript of Omnibus Hearing Before the Hon. Mary F. Walrath held Jan. 18, 2002, at 17-18; *In re Net2000*, Order Regarding the Emergency Motion of the Operation Subsidiaries of Verizon Communications Inc. to Require Debtors and Cavalier Telephone Company to Cure Defaults Under the Debtors' Contracts With Verizon and for Contempt, Feb. 12, 2002.

^{14/} Cavalier is simply wrong when it claims that it has no special access arrangements that are standalone executory contracts. Comments of Cavalier Telephone, LLC at 5. The premise of Cavalier's assertion is that the special access circuits it obtained are covered by its interconnection agreements with Verizon, and that those agreements are not executory contracts. There is no need to address the second of these erroneous points here, as the first is so plainly mistaken. The interconnection provisions of the 1996 Act, 47 U.S.C. §§ 251-52, do not affect the Commission's access charge regime, as section 251(g) makes clear. *See* 47 U.S.C. § 251(g) (explicitly preserving the existing access charge structure). Thus, the Net2000 and Cavalier special access arrangements under Verizon's federal tariffs are separate, executory contracts. Each must either be assumed and cured, or rejected.

^{15/} *See* Bankruptcy Reform Act of 1978, Pub. L. No. 95-598, S. Rep. No. 95-989, at 59 (1978), reprinted in 1978 U.S.C.C.A.N. 5787. *See also E. Air Lines, Inc. v. Ins. Co. of the State of Pa. (In re Ionosphere Clubs, Inc.)*, 85 F.3d 992, 999 (2d Cir. 1996) (noting "Congress's intent . . . 'to insure that the contracting parties receive the full benefit of their bargain if they are forced

fully to a telecommunications service arrangement under which a bankrupt CLEC has unpaid balances, where a purchaser of the CLEC's assets wants to use that service arrangement to serve its own customers.

The policy reflected in section 365 is manifestly sound. If the rule were otherwise — and a purchaser could take the benefits of the debtor's service arrangements without also taking their burdens — underlying carriers would face hundreds of millions of dollars in losses because there would be no incentive to cure, and greater incentive to avoid debt on existing service arrangements by resorting to bankruptcy. The result of those losses would be more carrier bankruptcies — CLECs, ILECs, and IXCs. While IDT's petition here purports to target only ILECs, the statutory provisions it cites apply to all carriers. Consequently, if IDT were successful in evading the obligations imposed under bankruptcy law and binding federal tariffs, that result would have broad repercussions for all carriers — local and long-distance alike — that provide service to other carriers that enter bankruptcy. Indeed, any change in the rule would allow carriers in bankruptcy an option (to assume contracts without cure) that is unavailable to other carriers. Such discriminatory treatment of carriers is not just bad policy, it is inconsistent with the Telecommunications Act.^{16/}

to continue performance.”) (quoting *In re Superior Toy & Mfg. Co.*, 78 F.3d 1169, 1174 (7th Cir. 1996)); *Coleman Oil Co. v. Circle K Corp. (In re Circle K Corp.)*, 190 B.R. 370, 376 (B.A.P. 9th Cir. 1996); *In re Harry C. Partridge, Jr. & Sons, Inc.*, 43 B.R. 669, 671, 672 (Bankr. S.D.N.Y. 1984) (holding that requirement to cure default is intended to protect the nondebtor party to the contract, and that “assumption carries with it all of the burdens as well as the benefits of the contract”); *Cinicola v. Scharffenberger*, 248 F.3d 110, 119 (3d Cir. 2001). “The idea of cure in the Code is to provide the other party to the contract with the benefit of its economic bargain.” 3 Collier on Bankr. § 365.05[3][b] (15th ed. 2002).

^{16/} 47 U.S.C. §202(a) (prohibiting unreasonable discrimination).

IDT and others nonetheless assert that implementing section 365 in a telecommunications context conflicts with the policy of the Telecommunications Act to promote competition.^{17/}

None of the variants of that argument is persuasive.

First, IDT argues that requiring a purchasing CLEC to cure unpaid amounts under service arrangements transferred to it will chill purchases of CLEC assets out of bankruptcy and thus take those assets out of competition.^{18/} As we have previously shown, that assertion is unfounded.^{19/} A purchaser will bid only what it believes the assets are worth to its operations. If a purchase of CLEC assets carries with it an obligation to cure unpaid amounts under assigned executory contracts with underlying carriers, the purchaser will take that obligation into account in the price it pays. The proceeds of the sale are thus simply reallocated, more to the underlying carriers that support the continued customer service through executory contracts and less to lenders and other general creditors, who are in the business of taking that risk. Section 365 exists precisely to achieve such a reallocation in favor of parties to assigned executory contracts of all kinds; and no commenter has proffered a reason why carriers should be uniquely denied the benefit of that section. The “chill” argument comes with particular irony from IDT, whose Chairman Howard Jonas gloated about IDT’s \$42.5 million winning bid, stating:

^{17/} Reply Comments of Winstar Communications, LLC (filed May 3, 2002), at 12; *see also* Comments of Z-Tel Communications, Inc. (filed May 13, 2002) (generally arguing that Verizon’s counter-petition would affect competition in the industry).

^{18/} Comments of Winstar Communications, LLC at 23.

^{19/} Comments and Counter-Petition of Verizon (filed Apr. 29, 2002), at 22-23.

“This is an incredible deal. It might not top the Dutch settlers buying the Island of Manhattan for twenty four dollars, but it comes pretty close. With almost \$5 billion in assets and about \$200 million in annual revenue, Winstar has great potential. And I have a plan to make it a very profitable venture.”^{20/}

IDT now attempts to make its bargain even better by taking service under Winstar’s service arrangements without paying the cure that both bankruptcy law and Verizon’s tariffs require.

Second, although IDT and others accuse ILECs of exercising monopoly power, a perfectly competitive market would require IDT to face the same options described above. If there were 100 equally-sized underlying carriers, so that IDT could choose to go to any of them, IDT would, in switching, be required to utilize the same CLEC-to-CLEC transfer procedure to which it objects. In other words, IDT would have the same choice between paying a cure or obtaining new service arrangements, even in a perfectly competitive market. Indeed, this is the identical choice that a purchasing CLEC has with respect to *any* executory contract under section 365 of the Bankruptcy Code. The purchaser must decide whether to take assignment of a lease or a license — each of which could be essential to continued operations. In making that decision, it knows that a rejection will require it to make substitute arrangements.^{21/}

Third, IDT and other commenters assert that, if purchasing CLECs must request and obtain new service arrangements when they reject the old ones, that requirement will burden them to no purpose other than to harm them competitively.^{22/} What those commenters ignore is

^{20/} IDT Press Release, “IDT Corp. Announces the Acquisition of Winstar Communications, Inc.,” available at http://www.idt.net/idtwhats_docs/1201/12-20-01.html.

^{21/} See Comments of SBC Communications, Inc. at 5-6.

^{22/} See, e.g., Reply Comments of Winstar Communications, LLC at 13 (analogizing to the Commission’s rule forbidding the decombining of network elements). The same premise underlies ASCENT’s proposal that purchasing CLECs be allowed to continue to receive service under service arrangements they have rejected, as long as they pay the underlying carrier some

that compliance with the CLEC-to-CLEC transfer procedure is the *norm* — whenever any CLEC wins a customer from another CLEC, it must request new service under the transfer procedure to serve its new customer. For example, for those customers IDT terminates, new carriers will have to follow the same process. To exempt a CLEC from that procedure merely because it purchased the customer from another CLEC in bankruptcy would give the purchasing CLEC an unfair advantage over all others — and would create an artificial incentive to use bankruptcies, real or contrived, as a means to obtain favored treatment in signing up new customers.

B. The Commission Should Confirm That Carriers Purchasing From A Bankrupt Carrier Must Comply With Tariff Provisions on “Assignment or Transfer”.

Verizon’s counter-petition asks the Commission to confirm that,

“where one CLEC wishes to take over another’s service arrangement with nothing more than a name change, that constitutes ‘an assignment or transfer’ within the meaning of Verizon’s tariffs, so that the assignee/transferee CLEC must assume the outstanding indebtedness of the prior CLEC for such services.”^{23/}

The comments of IDT and others confirm the need for such a ruling, to prevent opportunistic behavior by purchasing CLECs. IDT has generated the present controversy by its inconsistent and contradictory behavior with respect to the options available to it under bankruptcy and communications law. As detailed in Verizon’s Comments and Counter-Petition, IDT initially told the bankruptcy court that it recognized its duty to pay a cure for circuits that it wanted to keep in place, and that it planned to decide which service arrangements it wanted assumed and

portion of the nonrecurring charges that would be payable upon a new request for service. *See* Comments of ASCENT at 7.

^{23/} Comments and Counter-Petition of Verizon at 26. IDT suggests that, by requesting this declaration, Verizon concedes that its tariff is ambiguous, and that an ambiguous tariff must be construed against the carrier. Comments of Winstar Communications, LLC at 28. That is sophistry. The need for a declaratory ruling arises from IDT’s brinkmanship. Verizon seeks this ruling because of IDT’s lawless attempt to evade its clear obligations under Verizon’s tariff.

assigned to it, and which it wanted rejected.^{24/} Consistent with that position, it sent letters to Verizon identifying the circuits and lines it wanted “transitioned” to IDT, stating that it “requires only that Verizon change the billing information associated with the listed circuits (a billing change only or ‘Record Order’) in order to undertake the transition of these circuits”^{25/} IDT also undertook to negotiate the amount of cure that corresponded to the services to be transitioned.^{26/}

In an about face, IDT later informed the bankruptcy court that it had never intended to have any of Winstar’s agreements assumed and assigned to it, because “Telecom Law” entitled it to continue the service arrangements without the cure that section 365 on its face requires.^{27/} Winstar, at IDT’s behest, informed the court that it rejected the arrangements; and IDT simultaneously asked the court to order Verizon not to cease performance under the arrangements. The Court rejected that request, stating:

“If a contract or lease is not assumed, it is deemed rejected. The other party, the third party to any rejected or deemed rejected lease or contract *can terminate its service* and/or take possession of its property, subject again to any restrictions in the Telecommunications Act.”^{28/}

^{24/} *Id.* at 5-6.

^{25/} *Id.* at 7-8. IDT’s description of those letters is slippery, suggesting that they may have constituted requests for new service rather than identifications of the Winstar service arrangements that IDT wanted to have assumed and assigned to it. *See* Reply Comments of Winstar Communications, LLC at 2-4. They were clearly the latter, identifying the specific lines and circuits to be transitioned. The principal letters are attached in the Annex to these Reply Comments.

^{26/} Comments and Counter-Petition of Verizon at 7-8.

^{27/} *Id.* at 10.

^{28/} *Id.* at 9-10 (emphasis supplied). The court in *Net2000* similarly held that Verizon was not obligated to continue to provide service to Cavalier, as Verizon’s agreements with Net2000 had been rejected. *See In re Net2000*, Transcript of Hearing held January 18, 2002, at 17. *See also In re Net2000*, Order Regarding the Emergency Motion of the Operating Subsidiaries of

In short, the bankruptcy court told IDT emphatically that it cannot have things both ways. If IDT wishes to reject the contracts and avoid paying a cure, then the other party (Verizon or another underlying carrier) “can terminate its service” as a matter of bankruptcy law. The benefits of assignment do not come without the burdens. The court properly recognized that IDT’s novel Telecommunications Act argument was not for it to decide.

IDT now puts that argument to the Commission. But, as we have shown, nothing in telecommunications law conflicts with the options that section 365 presents to a purchasing CLEC. To the extent that IDT rejects the pre-existing service arrangements in the bankruptcy proceeding, then those arrangements are not part of what IDT purchased in that proceeding. At that point, IDT is no different from any other third-party CLEC. As IDT itself proclaims, “IDT Winstar is a new, distinct entity, as different and [sic] from Old Winstar as any other CLEC is.”^{29/} As such, IDT has the right to choose whether to take an assignment under the tariff. But it

Verizon Communications Inc. to Require Debtors and Cavalier Telephone Company to Cure Defaults Under the Debtors’ Contracts With Verizon and for Contempt, Feb. 12, 2002, at 3-4.

IDT claims that *In re Personal Computer Network, Inc.*, 85 B.R. 507 (Bankr. N.D. Ill.), *appeal den’d.*, 89 B.R. 17 (N.D. Ill. 1998), supports its right to continue taking the same service and facilities from Verizon without paying a cure. Reply of Winstar Communications, LLC at 6. That is nonsense: in *Personal Computer Network* there was no analysis of any executory contracts, nor did the court purport to address any FCC issues. The case turned on Illinois Bell’s failure to pursue its rights on a timely basis. The sale papers explicitly listed the debtor’s phone numbers as an asset to be sold “free and clear” of all liens, claims and interests. It was not until after the sale order had been approved and the sale had closed that Illinois Bell demanded that the buyer pay the outstanding prepetition debt of the debtor in order to keep the numbers. *Id.* at 508. The bankruptcy court enjoined Illinois Bell from terminating the numbers on the ground that the numbers were property of the debtor’s bankruptcy estate for bankruptcy law purposes (notwithstanding language in the tariffs to the contrary), and the sale order controlled. *Id.* at 509.

^{29/} Comments of Winstar Communications, LLC at 21.

does not have the right to demand the benefits of an assignment without taking one.^{30/}

Consequently, to the extent IDT nonetheless wants these arrangements assigned to it, it should be treated the same as any other carrier that wants existing service arrangements assigned to it under Verizon's tariff.

III. TIMELY ELECTION BY A PURCHASING CLEC AND TIMELY NOTICE TO AFFECTED CUSTOMERS ARE ESSENTIAL TO ENSURE THAT CUSTOMERS ENJOY UNINTERRUPTED SERVICE.

It is essential that a purchasing CLEC make a timely choice between assignment or rejection of the bankrupt's underlying service arrangements and that timely notice be given to customers whose service is affected by any rejected arrangements. Timeliness is important to avoid gamesmanship by purchasing CLECs, to ensure that customers enjoy uninterrupted service, and to avoid frustration of the objectives of section 365 of the Bankruptcy Code.

The job of ensuring that purchasing CLECs make a timely election between their statutory options of assumption or rejection is largely in the hands of the bankruptcy courts. Fortunately, those courts appear to recognize the importance of a timely and clear election.^{31/}

Where service arrangements are or may be rejected, it is also necessary that affected customers

^{30/} IDT argues that the common practice of negotiating the amount of a cure violates the filed rate doctrine, because the tariff calls for assumption of "all outstanding indebtedness." Reply Comments of Winstar Communications, LLC at 18-19; *see* Comments of ASCENT at 7 (articulating an alternative solution). But the parties typically have differing views about the amount of indebtedness attributable to the service arrangements that are being assigned. Good faith settlement of those differences, in the context of a bankruptcy court proceeding, does not violate the filed rate doctrine. Indeed, IDT would likely portray an ILEC's refusal to negotiate such a settlement as an attempt to harm a competitor.

^{31/} The bankruptcy court in the *Winstar* proceedings twice rejected IDT's requests for extension of the 120-day period for IDT to identify which executory contracts it would accept or reject. *See* Comments and Counter-Petition of Verizon at 10-11.

be timely apprised under 47 C.F.R. § 63.71 of a possible impairment of service. Verizon's third requested ruling addresses that need by asking the Commission to "clarify the circumstances under which carriers in bankruptcy are obligated to provide notice of possible discontinuance or transfer to their customers."^{32/}

For example, such notice should be given when a carrier in Chapter 11 initiates an auction of its assets. When a carrier files a motion for sale or acceptance of a purchase agreement, it should be required simultaneously to inform its customers of the possible down time or transfer of service upon completion of the sale. And a carrier should have to take the same step when it converts from a Chapter 11 bankruptcy to one under Chapter 7.

Timely notice need not, as some commenters suggest,^{33/} lead to massive customer defections or destroy the value of the estate. As Verizon has previously shown, other carriers have provided notice to their customers under such circumstances without adverse effect. For example, when Rhythms filed its Chapter 11 petition, it notified its customers of that fact, warning of possible termination of service, and kept them informed of the progress of the bankruptcy proceeding and efforts to sell the assets. When the Rhythms assets were bought by another carrier, few of Rhythms' customers had terminated service.^{34/}

^{32/} Comments and Counter-Petition of Verizon at 26.

^{33/} Comments of Z-Tel Communications, Inc. at 6.

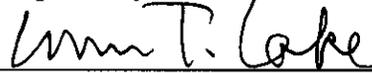
^{34/} Comments and Counter-Petition of Verizon at 20-21.

CONCLUSION

For these reasons and those stated in Verizon's previous submissions in this proceeding, the Commission should grant the declaratory relief requested in Verizon's Comments and Counter-Petition.

Michael E. Glover
Edward Shakin
Ann Rakestraw
VERIZON
1515 North Courthouse Road
Suite 500
Arlington, VA 2201-2909
(703) 351-3860

Respectfully submitted,



William T. Lake
John H. Harwood II
Robin A. Lenhardt
WILMER, CUTLER & PICKERING
2445 M Street, N.W.
Washington, D.C. 20037
(202) 663-6000

May 17, 2002

CERTIFICATE OF SERVICE

I, John Meehan, do hereby certify that on this 17th of May, 2002, I have caused true and correct copies of the foregoing Reply Comments of Verizon in Support of Counter-Petition to be served upon the following parties:

Chairman Michael K. Powell**
Federal Communications Commission
445 12th Street, SW
Room 8-B201
Washington, DC 20554

Commissioner Kevin J. Martin**
Federal Communications Commission
445 12th Street, SW
Room 8-C302
Washington, DC 20554

Commissioner Kathleen Q. Abernathy**
Federal Communications Commission
445 12th Street, SW
Room 8-B115
Washington, DC 20554

Commissioner Michael J. Copps**
Federal Communications Commission
445 12th Street, SW
Room 8-A302
Washington, DC 20554

Dorothy Attwood**
Chief
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW
Room 5-C450
Washington, DC 20554

Qualex International**
Portals II
445 12th Street, SW
Room CY-B402
Washington, DC 20554

Thomas M. Koutsky*
Z-TEL Communications, Inc.
1200 19th Street, NW
Suite 500
Washington, DC 20036

Mary C. Albert*
Allegiance Telecom, Inc.
1919 M Street, NW
Suite 420
Washington, DC 20036

Alan M. Shoer*
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, VA 23227-4342

Aimee Jimenez*
Sharon J. Devine
Qwest Corporation
1020 19th Street, NW
Washington, DC 20036

** Hand delivery via messenger

* Via first class mail, postage pre-paid

Christopher M. Heimann*
Gary L. Phillips
Paul K. Mancini
SBC Communications Inc.
1401 Eye Street, NW
Suite 400
Washington, DC 20005

Jack M. Zackin*
Kenneth Oettle
Andrew H. Sherman
Sills Cummins Radin Tischman Epstein
& Gross PA
One Riverfront Plaza
Newark, NJ 07102
Counsel for Qwest Corporation

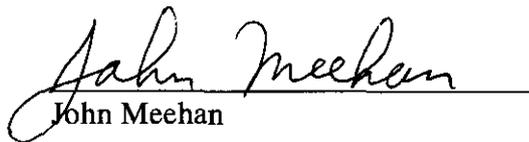
Aimee Jimenez*
Sharon J. Devine
Qwest Corporation
1020 19th Street, NW
Suite 700
Washington, DC 20036

Charles C. Hunter*
Catherine M. Hannan
Hunter Communications Law Group
1424 16th Street, NW
Suite 105
Washington, DC 20036
Counsel for ASCENT

Michael J. Shortley III*
Global Crossing Ltd.
1080 Pittsford-Victor Road
Pittsford, NY 14534

Carl Wolf Billek*
Winstar Communications, LLC
520 Broad Street
Newark, NJ 07102-3111

Jonathan Banks*
Mary J. Peed
Richard M. Sbaratta
BellSouth Corporation
1133 19th Street, NW
Suite 900
Washington, DC 20036


John Meehan

** Hand delivery via messenger
* Via first class mail, postage pre-paid

ANNEX

2/8

Recd 2/27/2002



February 26, 2002

VIA OVERNIGHT DELIVERY

Antonio Yanez
Verizon - Vice President
1095 Avenue of the Americas
14th Floor, Room 1402
New York, NY 10036

Marian Howell
Verizon - Account Manager
2980 Fairview Park Drive
10th Floor
Falls Church, VA 22042

Dear Mr. Yanez and Ms. Howell:

On behalf of Winstar Communications, LLC, Winstar of Delaware, LLC, Winstar of Hawaii, LLC, Winstar of New Jersey, LLC, Winstar of New York, LLC, Winstar of Pennsylvania, LLC, Winstar of Virginia, LLC, and Winstar of West Virginia, LLC (collectively, "Winstar"), this letter is to advise you that Winstar desires Verizon to transition to Winstar the circuits identified in the attached initial list. The customers whose service is associated with these circuits are in the process of being acquired by Winstar from Winstar Wireless, Inc. ("WWI") pursuant to an Order of the Bankruptcy Court, and Winstar will serve these customers as their preferred carrier of choice. In accordance with the Communications Act of 1934, as amended, and the Bankruptcy Court Order, Winstar requires the use of these circuits to serve its customers and, accordingly, submits this notice to obtain such circuits from Verizon.

Although Winstar is in the process of finalizing an interconnection agreement(s) with Verizon and obtaining the necessary regulatory approvals to transfer the customers without disrupting their service, and to operate in all of the Verizon Service Areas as a competitive local exchange carrier, Winstar is providing this initial list of circuits and notice of its intention to obtain these circuits to Verizon at this time in order to assure that the transition will be handled expeditiously. Winstar will advise Verizon as soon as the necessary agreements and approvals are obtained. Also, Winstar will advise Verizon of any changes or additions in the attached circuit list.

Winstar believes the provisioning of these circuits will not require any physical changes in the network configuration being used to serve these customers today, and requires only that Verizon change the billing information associated with the listed circuits (a billing change only or "Record Order") in order to undertake the transition of these circuits to

3/8

Winstar. Winstar is providing this advance notice and information to assist Verizon in developing a streamlined process to transition the large number of affected circuits on a bulk basis in a smooth, orderly and timely manner, so that all service disrupting effects and delays, and unnecessary costs, can be avoided. Winstar believes that it has provided the information necessary to complete the transition, but if you believe it would be helpful, we would be pleased to meet with you in the near term Verizon to discuss how the details and timing of the transition may be coordinated to ensure that service is continued in an uninterrupted and transparent manner to customers.

Thank you in advance for your assistance with this matter. Feel free to contact me at (202) 367-7657 if you require anything further to facilitate the transition.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen V. Murray", is written over a horizontal line. The signature is stylized and somewhat cursive.

Stephen V. Murray
Senior Director

P.04/08

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	A	B	C	D	E	F	G	
1								
2	MTA	Hub Address	Hub CLLI	HOLDING COMPANY	Carrier	WINSTAR Circuit ID	Carrier ECCKT	
3	WDC	7799 Leesburg Pike	FLCHVATC	VERIZON	Bell Atlantic	109/T3Z/FLCHVATC/MCLNVADG	36/HFGS/401333/CD	20
4	WDC	7799 Leesburg Pike	FLCHVATC	VERIZON	Bell Atlantic	110/T3Z/FLCHVATC/MCLNVADG	36/HFGS/401332/CD	20
5	BAL	7125 COLUMBIA GATEWAY	CLMAMDHS	VERIZON	Bell Atlantic - C&P	101 /T3Z /BLTMMDAFK04/CLMAMDHS	38/HFGS/400786	20
6	BAL	1 INVESTMENT PLACE	TWSNMD90	VERIZON	Bell Atlantic - C&P	101 /T3Z /BLTMMDAFK04/TWSNMD90	38/HFGS/400818/ /CM	41
7	BAL	10320 LITTLE PATUXENT PKWY	CLMAMDDU	VERIZON	Bell Atlantic - C&P	101/T3Z/BLTMMDAFK04/CLMAMDDU	38/HFGS/400649/ /CM	41
8	BAL	11350 MCCORMICK RD	HNVYMDBJ	VERIZON	Bell Atlantic - C&P	102 /T3Z /BLTMMDAFK04/HNVYMDBJ	38/HFGS/400673/ /CM	20
9	BAL	1 INVESTMENT PLACE	TWSNMD90	VERIZON	Bell Atlantic - C&P	102 /T3Z /BLTMMDAFK04/TWSNMD90	38/HFGS/400819/ /CM	41
10	BAL	10320 LITTLE PATUXENT PKWY	CLMAMDDU	VERIZON	Bell Atlantic - C&P	102/T3Z/BLTMMDAFK04/CLMAMDDU	38/HFGS/400650/ /CM	41
11	BAL	1 INVESTMENT PLACE	TWSNMD90	VERIZON	Bell Atlantic - C&P	103 /T3Z /BLTMMDAFK04/TWSNMD90	38/HFGS/400820/ /CM	41
12	PHI	1150 1ST AVENUE	KGPRPAFA	VERIZON	Bell Atlantic - C&P	101 /T3Z /KGPRPAFA /PHLAPADKK00	11/HFGS/096585/PA	21
13	WDC	8245 BOONE BLVD	VINNVAET	VERIZON	Bell Atlantic - C&P	101/T3Z/VINNVAET/WASHDCBLK04	36/HFGS/401628/CD/	20
14	WDC	6707 DEMOCRACY BLVD	BTHSMDAL	VERIZON	Bell Atlantic - C&P	111/T3Z/BTHSMDAL/WASHDCBLK04	36/HFGS/402182/CD	20
15	BAL	857 ELKRIDGE LANDING RD	LNTHMDCA	VERIZON	Bell Atlantic - C&P of MD & WV Silver Spring MD	101 /T3Z /BLTMMDAFK04/LNTHMDCA	38/HFGS/400679/CM	41

P.05/08

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	A	B	C	D	E	F	G	
16	WDC	801 N PITT STREET	ALXNVA09	VERIZON	Bell Atlantic - C&P of MD & WV Silver Spring MD	101/T3Z/ALXNVA09/WASHDCBLK04	36/HFGS/403663/CD	20:
17	WDC	1101 King St	ALXNVACA	VERIZON	Bell Atlantic - C&P of MD & WV Silver Spring MD	101/T3Z/ALXNVACA/WASHDCBLK04	36/HFGS/403617/CD/	20:
18	WDC	2400 Research Blvd	RKVLMDCY	VERIZON	Bell Atlantic - C&P of MD & WV Silver Spring MD	101/T3Z/RKVLMDCY/WASHDCBLK04	36/HFGS/403796/CD	20:
19	WDC	8601 Georgia Ave	SLSPMDEW	VERIZON	Bell Atlantic - C&P of MD & WV Silver Spring MD	101/T3Z/SLSPMDEW/WASHDCBLK04	36/HFGS/403108/CD	20:
20	WDC	801 N PITT STREET	ALXNVA09	VERIZON	Bell Atlantic - C&P of MD & WV Silver Spring MD	102/T3Z/ALXNVA09/WASHDCBLK04	36/HFGS/403664/CD	20:
21	PHI	2 Bala Plaza/333 City Line Ave	BCYNPABD	VERIZON	Bell Atlantic - PA	101 /T3Z /BCYNPABD /PHLAPADKK00	11/HFGS/096882/ /PA	21:
22	PHI	300 Berwyn Park	BWYNPAAD	VERIZON	Bell Atlantic - PA	101 /T3Z /BWYNPAAD /PHLAPADKK00	11/HFGS/097183/PA	21:
23	PHI	1001 Conshohocken Road	CNSHPAWI	VERIZON	Bell Atlantic - PA	101 /T3Z /CNSHPAWI /PHLAPADKK00	11/HFGS/097132/PA	21:
24	PHI	200 North Warner Road	KGPRPA02	VERIZON	Bell Atlantic - PA	101 /T3Z /KGPRPA02 /PHLAPADKK00	11/HFGS/097171	21:
25	PHI	3600 Market Street	PHLAPAYG	VERIZON	Bell Atlantic - PA	101/T3Z/PHLAPADKK00/PHLAPAYG	11/HFGS/097191/ /PA	21:
26	PHI	3600 Market Street	PHLAPAYG	VERIZON	Bell Atlantic - PA	102/T3Z/PHLAPADKK00/PHLAPAYG	11/HFGS/097192/ /PA	21:

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	A	B	C	D	E	F	G	
27	PHI	502 W Germantown Pike	PLMGPA01	VERIZON	Bell Atlantic- Bell of PA Pittsburgh PA BPA	103 /T3Z /PHLAPADKK00/PLMGPA01	11/HFGS/097817/PA	21:
28	TAM	424 CENTRAL AVE	SPBGFLRS	VERIZON	GTE - Florida	104 /T3Z /SPBGFLRS /TAMPFLCMK03	69/HFGS/101234/GTES	F1
29	TAM	424 CENTRAL AVE	SPBGFLRS	VERIZON	GTE - Florida	105 /T3Z /SPBGFLRS /TAMPFLCMK03	69/HFGS/101235/GTES	F1
30	TAM	400 N. Tampa	TAMQFLTA	VERIZON	GTE - Florida	106/T3Z/TAMPFLCMK03/TAMQFLTA W02	69/HFGS/101240/GTES	F1
31	TAM	400 N. Tampa	TAMQFLTA	VERIZON	GTE - Florida	106/T3Z/TAMPFLCMK03/TAMQFLTA W02	69/HFGS/101240/GTES	F1
32	LOS	215 Long Beach	LNBHCA06	VERIZON	GTE- California, NEXTLINK, PacBell (Northern California)	102 /T3Z /LNBHCA06 /LSANCASSW22	11/HFQU/172010/008/PT, 3T- WSI-LBW-0002, 81/HFGS/401459/GTEW	001
33	BOS	10 Tower Office Park	WOBNMAIG	VERIZON	New England Bell - NYNEX	101 /T3Z /BSTNMAWHK01/WOBNMAIG	95/HFGS/584060.NE	617
34	BOS	10 Tower Office Park	WOBNMAIG	VERIZON	New England Bell - NYNEX	113 /T3Z /BSTNMAWHK01/WOBNMAIG	95/HFGS/577918	617
35	BOS	10 Tower Office Park	WOBNMAIG	VERIZON	New England Bell - NYNEX	114 /T3Z /BSTNMAWHK01/WOBNMAIG	95/HFGS/577919	617
36	BOS	7 NEW ENGLAND EXEC.	BURLMAAQ	VERIZON	New England Bell - NYNEX	121 /T3Z /BSTNMAWHK01/BURLMAAQ	95/HFGS/577921	617
37	BOS	7 NEW ENGLAND EXEC.	BURLMAAQ	VERIZON	New England Bell - NYNEX	122 /T3Z /BSTNMAWHK01/BURLMAAQ	95/HFGS/577922	617
38	BOS	7 NEW ENGLAND EXEC.	BURLMAAQ	VERIZON	New England Bell - NYNEX	123 /T3Z /BSTNMAWHK01/BURLMAAQ	95/HFGS/577923	617

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	A	B	C	D	E	F	G	
					New England Tel NYNEX Boston MA NE-Alternat e ID			
39	BOS	50 Rowes Wharf	BSTNMALU	VERIZON		101/T3Z/BSTNMALU/BSTNMAWHK01	95/HFGS/589879/NE	6177
40	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	/NYCMNYZRK63/NYCNNYDA	32.HFGS.580799..NY	2127
41	NYC	1330 7th Avenue of the Americas	NYCMNYAW	VERIZON	NYNEX	101/T3Z/NYCMNYAW/NYCMNYZRWE	S 32/HFGS/576354/NY	2127
42	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	/NYCMNYZRK63/NYCNNYDA	32.HFGS.580800..NY	2127
43	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	103 /T3Z /NYCMNYZRK63/NYCNNYDA	32.HFGS.580801..NY	2127
44	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	104 /T3Z /NYCMNYZRK63/NYCNNYDA	32.HFGS.580802..NY	2127
45	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	121 /T3Z /NYCMNYZRK63/NYCNNYDA	32/HFGS/576582//NY/	2127
46	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	122 /T3Z /NYCMNYZRK63/NYCNNYDA	32/HFGS/576583/NY	2127
47	NYC	1330 7th Avenue of the Americas	NYCMNYAW	VERIZON	NYNEX	124/T3Z/NYCMNYAW/NYCMNYZRK6	3 32/HFGS/576624/NY	2127
48	NYC	10711 1ST AVE	NYCNNYDA	VERIZON	NYNEX	135 /T3Z /NYCMNYZRK63/NYCNNYDA	32/HFGS/577338//NY/	2127
49	NYC	1515 Broadway	NYCMNYBK	VERIZON	NYNEX	NYC02/T3 /NYCMNYZRK62/NYCMNYBK	32/HFGS/105073	2127
50	NYC	1330 7th Avenue of the Americas	NYCMNYAW	VERIZON	NYNEX	125/T3Z/NYCMNYAW/NYCMNYZRK6	125/T3Z/NYCMNYAW/NYCM NYZR, 32/HFGS/576625/NY	2127

(212) 719-4857

Winstar

1850 M Street, NW
Suite 300
Washington, DC 20036
(202) 969 9800

March 27, 2002

VIA OVERNIGHT DELIVERY

Antonio Yanez
Verizon - Vice President
1095 Avenue of the Americas
14th Floor, Room 1402
New York, NY 10036

Marian Howell
Verizon - Account Manager
2980 Fairview Park Drive
10th Floor
Falls Church, VA 22042

Dear Mr. Yanez and Ms. Howell:

On behalf of Winstar Communications, LLC, Winstar of Delaware, LLC, Winstar of Hawaii, LLC, Winstar of New Jersey, LLC, Winstar of New York, LLC, Winstar of Pennsylvania, LLC, Winstar of Virginia, LLC, and Winstar of West Virginia, LLC (collectively, "Winstar"), this letter is to advise you that Winstar desires Verizon to transition to Winstar the resale service accounts identified on the attached list. For each account identified, Winstar also provides the customer name and working telephone number.

Winstar has executed interconnection agreements with Verizon and is in the process of obtaining the necessary regulatory approvals to transfer the customers without disrupting their service, and to operate in all of the Verizon Service Areas as a competitive local exchange carrier. Winstar is providing the attached list of accounts and notice of its intention to provide resale service to the customers associated with each account in order to assure that the transition will be handled expeditiously. Winstar will advise Verizon of any changes or additions to the attached list.

Winstar

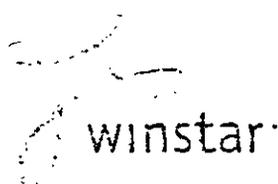
Winstar believes that its request to transition the accounts to Winstar will require no physical changes in the network configuration being used to serve these customers today, and requires only that BellSouth change the billing information associated with the listed accounts. Winstar is providing this advance notice and information to assist BellSouth in developing a streamlined process to transition the large number of affected accounts on a bulk basis in a smooth, orderly and timely manner, so that all service disrupting effects and delays, and unnecessary costs, can be avoided. Winstar believes that it has provided the information necessary to complete the transition, but if you believe it would be helpful, we would be pleased to meet with you to discuss how the details and timing of the transition may be coordinated to ensure that service is continued in an uninterrupted and transparent manner to customers.

Thank you in advance for your assistance with this matter. Feel free to contact me at (202) 367-7657 if you require anything further to facilitate the transition.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen V. Murray", with a long horizontal flourish extending to the right.

Stephen V. Murray
Senior Director



1850 M Street, NW
Suite 300
Washington, DC 20036
(202) 969 9800

March 28, 2002

VIA OVERNIGHT DELIVERY

Antonio Yanez
Verizon – Vice President
1095 Avenue of the Americas
14th Floor, Room 1402
New York, NY 10036

Marian Howell
Verizon – Account Manager
2980 Fairview Park Drive
10th Floor
Falls Church, VA 22042

Dear Mr. Yanez and Ms. Howell:

On behalf of Winstar Communications, LLC, Winstar of Delaware, LLC, Winstar of Hawaii, LLC, Winstar of New Jersey, LLC, Winstar of New York, LLC, Winstar of Pennsylvania, LLC, Winstar of Virginia, LLC, and Winstar of West Virginia, LLC (collectively, "Winstar"), this letter is to advise you that Winstar desires Verizon to transition to Winstar the circuits identified in the attached list, which supplements the list provided to you on February 26, 2002.

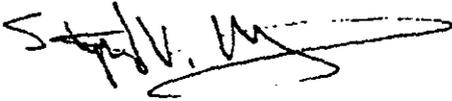
Winstar has executed interconnection agreements with Verizon and is in the process of obtaining the necessary regulatory approvals to transfer the customers without disrupting their service, and to operate in all of the Verizon Service Areas as a competitive local exchange carrier. Winstar is providing this list of circuits and notice of its intention to obtain these circuits to Verizon at this time in order to assure that the transition will be handled expeditiously. Winstar will advise Verizon of any changes or additions to the attached circuit list.

winstar

Winstar believes the provisioning of these circuits will not require any physical changes in the network configuration being used to serve these customers today, and requires only that Verizon change the billing information associated with the listed circuits (a billing change only or "Record Order") in order to undertake the transition of these circuits to Winstar. Winstar is providing this advance notice and information to assist Verizon in developing a streamlined process to transition the large number of affected circuits on a bulk basis in a smooth, orderly and timely manner, so that all service disrupting effects and delays, and unnecessary costs, can be avoided. Winstar believes that it has provided the information necessary to complete the transition, but if you believe it would be helpful, we would be pleased to meet with you to discuss how the details and timing of the transition may be coordinated to ensure that service is continued in an uninterrupted and transparent manner to customers.

Thank you in advance for your assistance with this matter. Feel free to contact me at (202) 367-7657 if you require anything further to facilitate the transition.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen V. Murray", with a long horizontal flourish extending to the right.

Stephen V. Murray
Senior Director

Retained Circuits-March 25 Keepers-list

Winstar MTA	Winstar Circuit ID	TelcoCarrierCircuitID	ier Name	ier Name	A Location	Z Location	rice Type	MRC
WDC	101 /T3Z /WASHDCBLK04/WASHDCMT	4017T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
WDC	102 /T3Z /WASHDCBLK04/WASHDCMT	4018T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
WDC	103 /T3Z /WASHDCBLK04/WASHDCMT	4019T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
WDC	106 /T3Z /WASHDCBLK04/WASHDCMT	4022T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
WDC	VDC06/T3 /WASHDCBLW01/WASHDCMTK32	4002T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK32	DS3	1150.54 202f
WDC	VDC08/T3 /WASHDCBLW01/WASHDCMTK32	4004T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK3	DS3	1150.54 202f
WDC	VDC09/T3 /WASHDCBLW01/WASHDCMTK32	4005T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK32	DS3	1150.54 202f
WDC	VDC12/T3 /WASHDCBLW01/WASHDCMTK32	4008T3ZWASHDCMTK32WASHDCBLW01	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK3	DS3	1150.54 202f
WDC	VDC17/T3 /WASHDCBLW01/WASHDCMTK32	4013T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK32	DS3	1150.54 202f
WDC	VDC18/T3 /WASHDCBLW01/WASHDCMTK32	4014T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK3	DS3	1150.54 202f
WDC	DC19/T3Z /WASHDCBLW01/WASHDCMTK32	4015T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK3	DS3	1150.54 202f
WDC	108 /T3Z /WASHDCBLK04/WASHDCMT	4024T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
WDC	109 /T3Z /WASHDCBLK04/WASHDCMT	4025T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
WDC	112 /T3Z /WASHDCBLK04/WASHDCMT	4028T3ZWASHDCBLW01WASHDCMTK35	VERIZON	VERIZON	WASHDCBLK04	WASHDCMT	DS3	1150.54 202f
NYC	5009 /T3 /NYCMNYBSK44/NYCMNYZRWES	5009T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYBSK44	CMNYZRWES	DS3	1063.45 212f
NYC	NYC07/T3/NYCMNYWSK44/NYCMNYZRWES	5011T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC08/T3/NYCMNYWSK44/NYCMNYZRWES	5012T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC10/T3 /NYCMNYBSK44/NYCMNYZRWES	5014T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYBSK44	CMNYZRWES	DS3	1067.68 212f
NYC	NYC11/T3 /NYCMNYWSK44/NYCMNYZRWES	5015T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC13/T3Z /NYCMNYWSK44/NYCMNYZRWES	5017T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC120 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5017T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC14/T3Z /NYCMNYWSK44/NYCMNYZRWES	5018T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC18/T3Z /NYCMNYWSK44/NYCMNYZRWES	5022T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC23/T3Z /NYCMNYWSK44/NYCMNYZRWES	5024T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC24/T3Z /NYCMNYWSK44/NYCMNYZRWES	5025T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f
NYC	NYC21/T3Z /NYCMNYWSK44/NYCMNYZRWES	5026T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04 212f

NYC	104 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5028T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	105 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5029T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	106 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5032T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	117 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5033T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	118 /T3Z /NYCMNYZRK63/NYCMNYZRWES	5034T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYZRK63	CMNYZRWES	DS3	1062.04	212A
NYC	119 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5035T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	133E /T3Z /NYCMNYWSK44/NYCMNYZRWES	5037T3NYCMNYWSK45NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	109 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5043T3NYCMNYWSK45NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	101 /T3Z /NYCMNYWS /NYCMNYZRK63	5050T3NYCMNYWSK45NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWS	CMNYZRK63	DS3	986.21	212A
NYC	97/HFGL/001492/NYC/WWI /	5000T3NYCMNYBWK41NYCMNYZRWES	VERIZON	VERIZON	NYCMNYZRWES	CMNYBWK41	DS3	1650.06	212A
NYC	96/HFGL/001204/NYC/WWI	5000T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	97/HFGL/001491/NYC/WWI	5002T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	NYC01/T3 /NYCMNYWSK44/NYCMNYZRWES	5003T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
NYC	NYC01/T3 /NYCMNYZRK62/NYCMNYZR	5004T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYZRK62	NYCMNYZR	DS3	1062.04	212A
NYC	116 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5031T3NYCMNYWSK44NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212A
PHI	PHI07/T3Z /PHLAPADKW99/PHLAPAMKK32	3203T3ZPHLAPADKW99PHLAPAMKK32	VERIZON	VERIZON	PHLAPADKW99	HLAPAMKK32	DS3	1787.56	215F
PHI	PHI03/T3 /PHLAPADKW99/PHLAPAMKK34	3402T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKW99	HLAPAMKK34	DS3	1816.75	215F
PHI	PHI04/T3 /PHLAPADKW99/PHLAPAMKK34	3403T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKW99	HLAPAMKK34	DS3	1787.56	215F
PHI	107 /T3Z /PHLAPADKK00/PHLAPAMK	3410T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKK00	PHLAPAMK	DS3	1787.56	215F
PHI	108 /T3Z /PHLAPADKK00/PHLAPAMK	3411T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKK00	PHLAPAMK	DS3	1787.56	215F
PHI	106 /T3Z /PHLAPADKK00/PHLAPAMK	3512T3ZPHLAPADKW99PHLAPAMKK35	VERIZON	VERIZON	PHLAPADKK00	PHLAPAMK	DS3	1787.56	215F
PHI	PHI05/T3Z /PHLAPADKW99/PHLAPAMKK34	3404T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKW99	HLAPAMKK34	DS3	4188.57	215F
PHI	PHI06/T3Z /PHLAPADKW99/PHLAPAMKK34	3405T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKW99	HLAPAMKK34	DS3	4188.57	215F
PHI	103E /T3Z /PHLAPADKW99/PHLAPAMKK34	3406T3ZPHLAPADKW99PHLAPAMKK34	VERIZON	VERIZON	PHLAPADKW99	HLAPAMKK34	DS3	2750.09	215F
PHI	102 /T3Z /PHLAPADKK00/PHLAPAMK	3503T3ZPHLAPADKW99PHLAPAMKK35	VERIZON	VERIZON	PHLAPADKK00	PHLAPAMK	DS3	3147.17	215F
PHI	WT198PHLAPADS3.03	3201T3ZFTWSPAFWK32PHLAPADKW99	VERIZON	VERIZON	FTWSPAFW	PHLAPADK	DS3	3630	215F
BAL	BAL07/T3Z /BLTMMDAFW01/BLTMMDCHK34	8006T3ZBLTMMDAFW01BLTMMDCHK34	VERIZON	VERIZON	BLTMMDAFW01	TMMDCHK34	DS3	1150.54	410F
BAL	104 /T3Z /BLTMMDAFK04/BLTMMDCH	8001T3ZBLTMMDAFW01BLTMMDCHK13	VERIZON	VERIZON	BLTMMDAFK04	BLTMMDCH	DS3	1150.54	410F
BAL	105 /T3Z /BLTMMDAFK04/BLTMMDCH	8002T3ZBLTMMDAFW01BLTMMDCHK13	VERIZON	VERIZON	BLTMMDAFK04	BLTMMDCH	DS3	1150.54	410F
BAL	BAL03/T3Z /BLTMMDAFW01/BLTMMDCH	8005T3ZBLTMMDAFW01BLTMMDCHK35	VERIZON	VERIZON	BLTMMDAFW01	BLTMMDCH	DS3	1150.54	410F
BAL	BAL04/T3Z /BLTMMDAFW01/BLTMMDCHK35	8007T3ZBLTMMDAFW01BLTMMDCHK35	VERIZON	VERIZON	BLTMMDAFW01	TMMDCHK35	DS3	1150.54	410F
BAL	BAL08/T3Z /BLTMMDAFW01/BLTMMDCHK34	8008T3ZBLTMMDAFW01BLTMMDCHK34	VERIZON	VERIZON	BLTMMDAFW01	TMMDCHK34	DS3	1150.54	410F
BAL	BAL05/T3Z /BLTMMDAFW01/BLTMMDCHK35	8009T3ZBLTMMDAFW01BLTMMDCHK35	VERIZON	VERIZON	BLTMMDAFW01	TMMDCHK35	DS3	1150.54	410F
BAL	BAL09/T3Z /BLTMMDAFW01/BLTMMDCHK34	8010T3ZBLTMMDAFW01BLTMMDCHK34	VERIZON	VERIZON	BLTMMDAFW01	TMMDCHK34	DS3	1150.54	410F
BAL	107 /T3Z /BLTMMDAFK04/BLTMMDCH	8010T3ZBLTMMDCDWO1BLTMMDCHK13	VERIZON	VERIZON	BLTMMDAFK04	BLTMMDCH	DS3	0	410F
BAL	BAL10/T3Z /BLTMMDAFW01/BLTMMDCHK34	8012T3ZBLTMMDAFW01BLTMMDCHK34	VERIZON	VERIZON	BLTMMDAFW01	TMMDCHK34	DS3	1150.54	410F

BAL	101 /T3Z /BLTMMDAFK04/BLTMMDC	8014T3ZBLTMMDAFW01BLTMMDCCHK34	VERIZON	VERIZON	BLTMMDAFK04	BLTMMDC	DS3	1150.54	410F
BAL	102 /T3Z /BLTMMDAFK04/BLTMMDC	8016T3ZBLTMMDAFW01BLTMMDCCHK34	VERIZON	VERIZON	BLTMMDAFK04	BLTMMDC	DS3	1743.93	617M
BOS	101 /T3Z /BSTNMAHA /BSTNMAWHK01	4501T3BSTNMAHAK31BSTNMAWHW01	VERIZON	VERIZON	BSTNMAHA	TNMAWHK01	DS3	1743.93	617M
BOS	102 /T3Z /BSTNMAHA /BSTNMAWHK01	4502T3BSTNMAHAK31BSTNMAWHW01	VERIZON	VERIZON	BSTNMAHA	TNMAWHK01	DS3	1743.93	617M
NYC	115 /T3Z /NYCMNYWSK44/NYCMNYZRWES	5030T3NYCMNYWSK44NYCMNYARWES	VERIZON	VERIZON	NYCMNYWSK44	CMNYZRWES	DS3	1062.04	212M
TAM	69/HFFS/100807/GTES-WTI	2302T3ZTAMPFLCMW02TAMPFLXAK06	Verizon	GTE	0	0	DS3	1977.9	F11S
TAM	69/HFFS/100808/GTES-WTI	2303T3ZTAMPFLCMW02TAMPFLXAK06	Verizon	GTE	0	0	DS3	1977.9	F11S
TAM	TAM08/T3Z /TAMPFLCMW02/TAMPFLCMK03	2309T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMW02	AMPFLCMK03	DS3	1977.9	F11S
TAM	TAM10/T3Z /TAMPFLCMW02/TAMPFLXAK08	2312T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMW02	AMPFLXAK08	DS3	1977.9	F11S
TAM	105 /T3Z /TAMPFLCMK03/TAMPFLXA	2315T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMK03	TAMPFLXA	DS3	1977.9	F11S
TAM	101 /T3Z /TAMPFLCMK03/TAMPFLXA	2322T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMK03	TAMPFLXA	DS3	1977.9	F11S
TAM	101 /T3Z /TAMPFLCMK03/TAMPFLXA	2322T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMK03	TAMPFLXA	DS3	1977.9	F11S
TAM	102 /T3Z /TAMPFLCMK03/TAMPFLXA	2323T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMK03	TAMPFLXA	DS3	1977.9	F11S
TAM	106 /T3Z /TAMPFLCMK03/TAMQFLTAW02	69HFGS101240GTES	Verizon	GTE	400 N. Tampa	TAMQFLTA	DS3	1220	F11S
TAM	TAM11/T3Z /TAMPFLCMW02/TAMPFLXAK08	2313T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCMW02	AMPFLXAK08	DS3	1977.9	F11S
WDC	WDC07/T3 /WASHDCBLW01/WASHDCMTK32	4003T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBLW01	ASHDCMTK32	DS3	1150.54	202F
BAL		38HCGS791554CM	VERIZON	VERIZON	250 West Pratt	St.	DS1	142.2	410F
LOS		81HCGS465358GTEW	Verizon	GTE	5001 Airport	Plaza Dr	DS1	197.24	C11S
BAL		38HCGS792438CM	VERIZON	VERIZON	938 Elkridge Rd.	Linthicum	DS1	306.32	410F
BAL		38HCGS792439CM	VERIZON	VERIZON	938 Elkridge	Landing	DS1	306.32	410F
BAL		38HCGS789893CM	VERIZON	VERIZON	939 Elkridge	Landing	DS1	306.32	410F
BAL		38HCGS789991CM	VERIZON	VERIZON	31 Hopkins Plaza		DS1	142.2	410F
BAL		38HCGS790012CM	VERIZON	VERIZON	31 Hopkins Plaza		DS1	142.2	410F
BAL		38HCGS790059CM	VERIZON	VERIZON	401 E Pratt	Street	DS1	142.2	410F
BAL		38HCGS790060CM	VERIZON	VERIZON	401 E Pratt	Street	DS1	142.2	410F
BAL		38HCGS791937CM	VERIZON	VERIZON	535 Hampton	Lane(CS says	DS1	289.95	410F
BAL		38HCGS791938CM	VERIZON	VERIZON	555 Hampton)	2400 Fort Ave	DS1	142.2	410F
BAL		38HCGS792737CM	VERIZON	VERIZON	(Fort McHenry)		DS1	198.24	410F
BAL		38HCGS794082CM	VERIZON	VERIZON	31 Hopkins Plaza	300 North	DS1	198.24	410F
BAL		38HCGS795780CM	VERIZON	VERIZON	Greene St		DS1	198.24	410F
BOS		95HCGS588490NE	VERIZON	VERIZON	2603 Leahy St		DS1	188.54	617F
BOS		95HCGS588490NE	VERIZON	VERIZON	90 Devonshire		DS1	188.54	617F
BAL		38HCGS795659CM	VERIZON	VERIZON	90 Devonshire		DS1	188.54	617F
BAL		38HCGS795660CM	VERIZON	VERIZON	101 W Lombard	St	DS1	198.24	410F
BAL		38HCGS795660CM	VERIZON	VERIZON	101 W Lombard	St	DS1	198.24	410F

BAL		38HCGS795912CM	VERIZON	VERIZON	31 Hopkins Plaza 201 East	DS1	396.48	410t
BAL		38HCGS796715CM	VERIZON	VERIZON	McComas St 608 South	DS1	198.24	410t
BAL		38HCGS796716CM	VERIZON	VERIZON	Folcroft St	DS1	434.07	410t
PHI		11HCGS284170PA	VERIZON	VERIZON	200 Chestnut	DS1	198.24	215t
BAL		38HCGS798075CM	VERIZON	VERIZON	3431 Benson Ave	DS1	434.07	410t
BAL		38HCGS798075CM	VERIZON	VERIZON	3431 Benson Ave 2700 Broening	DS1	434.07	410t
BAL		38HCGS797124CM	VERIZON	VERIZON	Highway BWI Airport	DS1	434.07	410t
BAL		38HCGS797176CM	VERIZON	VERIZON	Terminal Pier E 5001 Airport	DS1	516.18	410t
LOS		81HCGS465358GTEW	Verizon	GTE	Plaza Dr 200 Chestnut &	DS1	197.24	C115
PHI		11HCGS285246PA	VERIZON	VERIZON	601 Walnut 711 West 40th	DS1	396.48	215t
BAL		38HCGS798004CM	VERIZON	VERIZON	Street 500 North Calvert	DS1	365.36	410t
BAL		38HCGS798077CM	VERIZON	VERIZON	Street 500 North Calvert	DS1	198.24	410t
BAL		38HCGS798078CM	VERIZON	VERIZON	St	DS1	198.24	410t
BAL		38HCGS798103CM	VERIZON	VERIZON	6000 Metro Drive 3036 Mondawmin	DS1	502.21	410t
BAL		38HCGS798104CM	VERIZON	VERIZON	Mall 518 South	DS1	351.96	410t
BAL		38HCGS798105CM	VERIZON	VERIZON	Conkling St. 711 West 40th	DS1	337.99	410t
BAL		38HCGS798167CM	VERIZON	VERIZON	Street 711 West 40th	DS1	365.36	410t
BAL		38HCGS798168CM	VERIZON	VERIZON	Street 711 West 40th	DS1	365.36	410t
BAL		38HCGS798169CM	VERIZON	VERIZON	Street BWI Airport	DS1	365.36	410t
BAL		38HCGS798236CM	VERIZON	VERIZON	Cargo Area: Bldg F 300 East Joppa Rd.	DS1	516.18	410t
BAL					1629 Thames St			
BAL					1629 Thames St Ft. McHenry - 3.			
BAL					Orders			
TAM	106/T3Z/TAMPFLCMK03/TAMQFLTAW02	69HFGS101240GTES	VERIZON	VERIZON	400 N. Tampa	DS3	\$1,220	F11
TAM	106/T3Z/TAMPFLCMK03/TAMQFLTAW02	69HFGS101240GTES	VERIZON	VERIZON	400 N. Tampa	DS3	\$1,220	F11
BOS	101/T3Z/BSTNMALU/BSTNMAWHK01	95HFGS589879NE	VERIZON	VERIZON	50 Rows Wharf 1330 7th Avenue	DS3	\$1,771	617
NYC	101/T3Z/NYCMNYAW/NYCMNYZRWES	32HFGS576354NY	VERIZON	VERIZON	of the Americas 1330 7th Avenue	DS3	\$2,548	212
NYC	124/T3Z/NYCMNYAW/NYCMNYZRK63	32HFGS576624NY	VERIZON	VERIZON	of the Americas	DS3	\$2,548	212

NYC	NYC02/T3	/NYCMNYZRK62/NYCMNYBK	32HFGS105073NY	VERIZON	VERIZON	1515 Broadway 1330 7th Avenue of the Americas	DS3	\$2,548	212
NYC	125/T3Z	/NYCMNYAW/NYCMNYZRK63	32HFGS576625NY	VERIZON	VERIZON	10711 1ST AVE	DS3	\$2,548	212
NYC	102 /T3Z	/NYCMNYZRK63/NYCNNYDA	32HFGS580800NY	VERIZON	VERIZON	10711 1ST AVE	DS3	\$2,641	212
NYC	122 /T3Z	/NYCMNYZRK63/NYCNNYDA	32HFGS576583NY	VERIZON	VERIZON	1 INVESTMENT PLACE	DS3	\$2,641	212
BAL	101 /T3Z	/BLTMMDAFK04/TWSNMD90	38HFGS400818CM	VERIZON	VERIZON	1 INVESTMENT PLACE	DS3	\$2,772	410
BAL	102 /T3Z	/BLTMMDAFK04/TWSNMD90	38HFGS400819CM	VERIZON	VERIZON	1 INVESTMENT PLACE	DS3	\$2,772	410
BAL	103 /T3Z	/BLTMMDAFK04/TWSNMD90	38HFGS400820CM	VERIZON	VERIZON	1 INVESTMENT PLACE	DS3	\$2,772	410
BAL	101 /T3Z	/BLTMMDAFK04/LNTHMDCA	38HFGS400879CM	VERIZON	VERIZON	857 ELKRIDGE LANDING RD	DS3	\$2,844	410
BOS	101 /T3Z	/BSTNMAWHK01/WOBNMAIG	95HFGS584060NE	VERIZON	VERIZON	10 Tower Office Park	DS3	\$3,154	617
BOS	113 /T3Z	/BSTNMAWHK01/WOBNMAIG	95HFGS577918NE	VERIZON	VERIZON	10 Tower Office Park	DS3	\$3,154	617
BOS	114 /T3Z	/BSTNMAWHK01/WOBNMAIG	95HFGS577919NE	VERIZON	VERIZON	10 Tower Office Park	DS3	\$3,154	617
TAM	104 /T3Z	/SPBGFLRS /TAMPFLCMK03	69HFGS101234GTES	VERIZON	VERIZON	424 CENTRAL AVE	DS3	\$3,210	F11
TAM	105 /T3Z	/SPBGFLRS /TAMPFLCMK03	69HFGS101235GTES	VERIZON	VERIZON	424 CENTRAL AVE	DS3	\$3,210	F11
WDC	109/T3Z	/FLCHVATC/MCLNVADG	36HFGS401333CD	VERIZON	VERIZON	7799 Leesburg Pike	DS3	\$3,222	202
WDC	110/T3Z	/FLCHVATC/MCLNVADG	36HFGS401332CD	VERIZON	VERIZON	7799 Leesburg Pike	DS3	\$3,222	202
BOS	121 /T3Z	/BSTNMAWHK01/BURLMAAQ	95HFGS577921NE	VERIZON	VERIZON	7 NEW ENGLAND EXEC.	DS3	\$3,526	617
BOS	122 /T3Z	/BSTNMAWHK01/BURLMAAQ	95HFGS577922NE	VERIZON	VERIZON	7 NEW ENGLAND EXEC.	DS3	\$3,526	617
BOS	123 /T3Z	/BSTNMAWHK01/BURLMAAQ	95HFGS577923NE	VERIZON	VERIZON	7 NEW ENGLAND EXEC.	DS3	\$3,526	617
PHI	101/T3Z	/PHLAPADKK00/PHLAPAYG	11HFGS097191PA	VERIZON	VERIZON	3600 Market Street	DS3	\$3,745	215
PHI	102/T3Z	/PHLAPADKK00/PHLAPAYG	11HFGS097192PA	VERIZON	VERIZON	3600 Market Street	DS3	\$3,745	215
PHI	101 /T3Z	/CNSHPAWI /PHLAPADKK00	11HFGS097132PA	VERIZON	VERIZON	1001 Conshohocken Road	DS3	\$4,152	215
LOS	102 /T3Z	/LNBHCA06 /LSANCASSW22	3TWSILBW0002	VERIZON	VERIZON	215 Long Beach	DS3	\$4,207	100
BAL	101 /T3Z	/BLTMMDAFK04/CLMAMDHS	38HFGS400786CM	VERIZON	VERIZON	7125 COLUMBIA GATEWAY	DS3	\$4,403	202
BAL	102 /T3Z	/BLTMMDAFK04/HNVYMDBJ	38HFGS400673CM	VERIZON	VERIZON	11350 MCCORMICK RD	DS3	\$4,425	202
PHI	101 /T3Z	/KGPSPA02 /PHLAPADKK00	11HFGS097171PA	VERIZON	VERIZON	200 North Warner Road	DS3	\$4,547	215

BAL	101/T3Z/BLTMMDAFK04/CLMAMDDU	38HFGS400649CM	VERIZON	VERIZON	10320 LITTLE PATUXENT PKWY	DS3	\$4,676	41
BAL	102/T3Z/BLTMMDAFK04/CLMAMDDU	38HFGS400650CM	VERIZON	VERIZON	10320 LITTLE PATUXENT PKWY	DS3	\$4,676	41
WDC	101/T3Z/RKVLMDCY/WASHDCBLK04	36HFGS403796CD	VERIZON	VERIZON	2400 Research Blvd 6707	DS3	\$4,749	20
WDC	.111/T3Z/BTHSMDAL/WASHDCBLK04	36HFGS402182CD	VERIZON	VERIZON	DEMOCRACY BLVD 502 W Germantown Pike	DS3	\$4,856	20
PHI	103 /T3Z /PHLAPADKK00/PLMGPASI	11HFGS097817PA	VERIZON	VERIZON	801 N PITT STREET	DS3	\$5,321	21
WDC	101/T3Z/ALXNVA09/WASHDCBLK04	36HFGS403663CD	VERIZON	VERIZON	1101 King St	DS3	\$5,671	20
WDC	101/T3Z/ALXNVA09/WASHDCBLK04	36HFGS403617CD	VERIZON	VERIZON	801 N PITT STREET	DS3	\$5,671	20
WDC	102/T3Z/ALXNVA09/WASHDCBLK04	36HFGS403664CD	VERIZON	VERIZON	801 N PITT STREET	DS3	\$5,671	20
PHI	101 /T3Z /BCYNPABD /PHLAPADKK00	11HFGS096882PA	VERIZON	VERIZON	2 Bala Plaza/333 City Line Ave 8601 Georgia Ave	DS3	\$5,822	21
WDC	101/T3Z/SLSPMDEW/WASHDCBLK04	36HFGS403108CD	VERIZON	VERIZON	8245 BOONE BLVD	DS3	\$5,855	20
WDC	101/T3Z/VINNVAET/WASHDCBLK04	36HFGS401628CD	VERIZON	VERIZON	1150 1ST AVENUE	DS3	\$6,136	20
PHI	101 /T3Z /KGPRPAFA /PHLAPADKK00	11HFGS096585PA	VERIZON	VERIZON	300 Berwyn Park	DS3	\$6,156	21
PHI	101 /T3Z /BWYNPAAD /PHLAPADKK00	11HFGS097183PA	VERIZON	VERIZON		DS3	\$6,381	21
NYC	NYC01/DS3/NYCMNYTU/NYCMNYZRK63	32HFGS103600NY	VERIZON	VERIZON		DS3	2640.68	21
	7030/T1ZF/DLLSTX37BB0/DLLS37K08	12YBGS218027GTEC	Verizon	GTE		T-1	180	
	7012/T1ZF/NYCMNYZRK63/NYCMNYZR70W	YBGS088790NJ	Verizon Bell Atlantic			T-1	234.47	20
	00/FOGL/036961/NYC/WNR/BA	YBGS090586NJ	Verizon Bell Atlantic			T	234.47	20
	00/FOGL/033763/MOR/WNR/BLA	36HCGS819862CD	Verizon Bell Atlantic				0	20
	00/FOGL/033891/DUR/WNR/GTE	36HCGS823148CD	Verizon Bell Atlantic				331.99	20
	00/FOGL/036952/GAI/WNR/BLS	36HCGS817034CD	Verizon Bell Atlantic				82.31	20
	7004/T1/PHLAPADK00W/PHLAPADKK00	11HCGS229688PA	Verizon Bell Atlantic				0	21
	7015/T1ZF/PHLAPADKK00/PHLAPADK00W	11HCGS233953PA	Verizon Bell Atlantic				229.15	21
	7016/T1ZF/PHLAPADKK00/PHLAPADK00W	11HCGS234236PA	Verizon . ATLANTIC				0	21
	7015/T1ZF/PHLAPADKK00/PHLAPADK00W	YBGS089175NJ	Verizon Bell Atlantic			T-1	234.47	60
	7015/T1ZF/NYCMNYZRK63/NYCMNYZR70W	YBGS088932NJ	Verizon Bell Atlantic			T-1	234.47	60
	00/FOGL/033739/CHAWNR/BLA	36HCGS812884CD	Verizon Bell Atlantic				109.74	70
	00/FOGL/033782/ROA/WNR/BLA	36HCGS813026CD	Verizon Bell Atlantic				109.74	70
	00/FOGL/034109/HKY/WNR/SPR	36HCGS823681CD	Verizon . ATLANTIC				109.74	70
	00/FOGL/034297/WDC/WNR/ATL	36HCGS834392CD	Verizon Bell Atlantic				0	70
	00/FOGL/036381/WDC/WNR/BA	36HCGS835729CD	Verizon Bell Atlantic				403.92	70
	NONE	81YBGS413732GTEW	Verizon	GTE		T-1	240	
	702/T1ZF/LSANCASS04W/LSANCASSK01	81YBGS447598GTEW	Verizon	GTE		T-1	193	
	NONE	81YBGS408566GTEW	Verizon	GTE		T-1	0	21
	NONE	81YBGS413438GTEW	Verizon	GTE		T-1	412	
	7002/T1/TAMPFLCM00W/TAMPFLCMK02	89YBGS118374GTES	Verizon	GTE		T-1	126 F1	
	00/FOGL/033933/TAL/WNR/GTE	69YBGS118705GTES	Verizon	GTE		T-1	126 F1	
	00/FOGL/033935/TAM/WNR/GTE	69YBGS119754GTES	Verizon	GTE		T-1	126 F1	

701/T1ZF/MIAMFLDA00W/MIAMFLDAK05	69YBGS121052GTES	Verizon	GTE	T-1	126 F1
NONE	83YBGS300462GTEW	Verizon	GTE	T-1	170 V1
7016/T1/HSTNTXT000W/HSTNTXTODS0	12YBGS217270GTEC	Verizon	GTE	T-1	0 S1
7018/T1ZF/BSTNMAWHK00/BSTNMAWH00W	81YBGS259175NE	Verizon	Bell Atlantic	T-1	556.48 2C
701/T1ZF/NYCMNYZR70W/NYCMNYZRK63	32YBGS263171NY	Verizon	Bell Atlantic	T-1	662.68 21
7002/T1/NYCMNYZR70W/NYCMNYZRK63	32YBGS256810NY	Verizon	Bell Atlantic	T-1	729.56 21
7007/T1ZF/PHLAPADK00/PHLAPADK00W	11YBGS218316PA	Verizon	Bell Atlantic	T-1	234.47 21
7011/T1ZF/CHCGILCNK01/CHCGILCN01W	31YBGS100568GTEN	Verizon	GTE	T-1	225.59 21
00/FOGL/033739/CHAWNR /BLA	54YBGS768532CW	Verizon	Bell Atlantic	T-1	234.47 31
00/FOGL/033763/MOR/WNR /BLA	56YBGS767826CW	Verizon	Bell Atlantic	T-1	234.47 31
99/T1X/11026/NYC/WNR	36YBGS256802NY	Verizon	Bell Atlantic	T-1	556.48 31
00/FOGL/033780/PROM/WNR /BLA	85YBGS256805NE	Verizon	Bell Atlantic	T-1	678.68 4C
7007/T1/BSTNMAWH00W/BSTNMAWHK00	91YBGS256663NE	Verizon	Bell Atlantic	T-1	716.68 41
7030/T1ZF/NYCMNYZRK63/NYCMNYZR07W	34YBGS257955NY	Verizon	Bell Atlantic	T-1	1156.48 51
00/FOGL/033740/CUL/WNR /BLA	46YBGS768175CV	Verizon	Bell Atlantic	T-1	234.47 51
00/FOGL/033782/ROA/WNR /BLA	44YBGS768641CV	Verizon	Bell Atlantic	T-1	234.47 51
7013/T1/BSTNMAWH00W/BSTNMAWHK00	83YBGS257514NE	Verizon	Bell Atlantic	T-1	1029.44 60
7021/T1ZF/NYCMNYZR/NYCMNYZRK63	38YBGS258324NY	Verizon	Bell Atlantic	T-1	654.68 60
7002/T1/BSTNMAWH00W/BSTNMAWHK00	95YBGS256606NE	Verizon	Bell Atlantic	T-1	729.56 61
00/FOGL/033737/BOS/WNR /BLA	95YBGS259920NE	Verizon	Bell Atlantic	T-1	564.48 61
701/T1ZF/BSTNMAWHK01/BSTNMAWH00W	95YBGS477878NE	Verizon	Bell Atlantic	T-1	556.48 61
00/FOGL/033788/WDC/WNR /BLA	36YBGS800305CD	Verizon	Bell Atlantic	T-1	403.69 71
00/FOGL/044887/WDC/WNR/BA	36YBGS800437CD	Verizon	Bell Atlantic	T-1	234.47 71
00/FOGL/036381/WDC/WNR/BA	42YBGS767719CM	Verizon	Bell Atlantic	T-1	234.47 71
7018/T1ZF/PHLAPADK00/PHLAPADK00W	12YBGS503126PA	Verizon	Bell Atlantic	T-1	234.47 71
00/FOGL/036952/GAI/WNR /BLS	52YBGS770784CV	Verizon	Bell Atlantic	T-1	403.69 71
7017/T1ZF/BSTNMAWHB00/BSTNMAWHK00	87YBGS258337NE	Verizon	Bell Atlantic	T-1	654.68 8C
00/FOGL/033782/ROA/WNR /BLA	48YBGS771112CV	Verizon	Bell Atlantic	T-1	234.47 81
7009/T1ZF/NYCMNYZRK63/NYCMNYZR70W	33YBGS257327NY	Verizon	Bell Atlantic	T-1	654.68 91
00/FOGL/034109/HKY/WNR /SPR	66YBGS102161GTES	Verizon	GTE	T-1	275.41 E3
NONE	82YBGS510891GTEW	Verizon	GTE	T-1	327.2 111
7008/T1/DLLSTX3709W/DLLSTX37K08	12YBGS215922GTEC	Verizon	GTE	T-1	362 S1
7002/T1/WASHDCBL00W/WASHDCBLK00	36YBGS800048CD	Verizon	Bell Atlantic	T-1	234.47 21
7038/T1ZF/NYCMNYZRK63/NYCMNYZR70W	32YBGS259407NY	Verizon	Bell Atlantic	T-1	491.01 21
00/FOGL/033731/BAL/WNR /BLS	38YBGS774231CM	Verizon	Bell Atlantic	T-1	234.47 41
7004/T1/PHLAPADK00W/PHLAPADK00	15YBGS509484PA	Verizon	Bell Atlantic	T-1	234.47 41
X	13YBGS503898PA	Verizon	Bell Atlantic	T-1	234.47 71
NONE	70HCGS400956PN	Verizon	GTE	T-1	676.14 V1
00/FOGL/033891/DUR/WNR /GTE	72XHGS408256PN	Verizon	GTE	56KB	146.3 V1
NONE	61YBGS203273GTES	Verizon	GTE	T-1	180
NONE	83YBGS300592GTEW	Verizon	GTE	T-1	146 V1
NONE	86YBGS401829GTEW	Verizon	GTE	T-1	225.42 V1
NONE	86YBGS404307GTEW	Verizon	GTE	T-1	244.36 V1
NONE	86YBGS405058GTEW	Verizon	GTE	T-1	244.36 V1
NONE	72HCGS28271ACSO	Verizon	GTE	T-1	204
NONE	86HCGS400479GTEW	Verizon	GTE	T-1	205
7002/T1/PHLAPADK00/PHLAPADK00W	11YBGS217607PA	Verizon	Bell Atlantic	T-1	234.47 41
99/T1X/11685/TAM/WBS	69HCGS125702GTES	Verizon	GTE		87 F1
00/FOGL/038952/GNV/WNR/SBL	69HCGS137837GTES	Verizon	GTE		87 F1
701/T1ZF/PHLAPADK01W/PHLAPADK00	11YBGS218924PA	Verizon	Bell Atlantic	T-1	234.47 21
00/FOGL/037006/TAL/WNR /SPR	69HCGS128083GTES	Verizon	GTE		87 F1
702/T1ZF/TAMPFLCMK03/TAMPFLCM00W	69HCGS134350GTES	Verizon	GTE		87 F1
703/T1ZF/TAMPFLCMK03/TAMPFLCM00W	69HCGS137704GTES	Verizon	GTE		87 F1

7011/T1ZF/LSANCASSK01/LSANCASS04W	81YBGS423516GTEW	Verizon	GTE	T-1	0C1'		
01/FOGL/049834/LOS/WNR/SBC	81YBGS471798GTEW	Verizon	GTE	T-1	0C1'		
7018/T1ZF/TAMPFLCMK02/TAMPFLCM00W	69HCGS127987GTES	Verizon	GTE		0F1'		
7008/T1ZF/TAMPFLCMK02/TAMPFLCM00W	69HCGS128081GTES	Verizon	GTE		0F1'		
00/FOGL/033850/MIA/WNR/VLS	69HCGS134138GTES	Verizon	GTE		0F1'		
7024/T1ZF/CHCGILCNK01/CHCGILCN01W	30YBGS204422GTEN	Verizon	GTE	T-1	0M1'		
7026/T1ZF/CHCGILCNK00/CHCGILCN01W	30YBGS204426GTEN	Verizon	GTE	T-1	0M1'		
7029/T1ZF/CHCGILCNK00/CHCGILCN01W	31YBGS205772GTEN	Verizon	GTE	T-1	0M1'		
	31YBGS205860GTEN	Verizon	GTE	T-1	0M1'		
	83YBGS300500GTEW	Verizon	GTE	T-1	0V12		
NONE	86HCGS401938GTEW	Verizon	GTE	T-1	0V15		
NONE	86YBGS404505GTEW	Verizon	GTE	T-1	0V15		
NONE	86HCGS401174GTEW	Verizon	GTE	T-1	0V15		
7027/T1ZF/CHCGILCNK01/CHCGILCN01W	31YBGS205854GTEN	Verizon	GTE	T-1	213		
	85YBGS403302GTEW	Verizon	GTE	T-1	360		
	85HCGS400752GTEW	Verizon	GTE	T-1	276		
TAMPA	500 /T3Z /TAMPFLCMDS1/TAMPFLXA01T	2301T3ZTAMPFLCM2MDTAMPFLXAK06	Verizon	GTE	TAMPFLCM, TAMPFLLXA	T3Z	0 F1
TAMPA	504 /T3Z /TAMPFLCMK03/TAMPFLXA	2320T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCM, TAMPFLLXA	T3Z	1605 F1'
TAMPA	503 /T3Z /TAMPFLCMK03/TAMPFLXA	2319T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCM, TAMPFLLXA	T3Z	1605 F1'
TAMPA	502 /T3Z /TAMPFLCMK03/TAMPFLXA	2318T3ZTAMPFLCMW02TAMPFLXAK08	Verizon	GTE	TAMPFLCM, TAMPFLLXA	T3Z	1605 F1'
BALTIMORE	501 /T3Z /ANNPMDANK31/BLTMMDAFK04	8001T3ZANNPMDANK31BLTMMDAFW01	VERIZON	VERIZON	ANNPMDAN, BLTMMDAF	T3Z	4928.79 41
BALTIMORE	506 /T3Z /BLTMMDAFK04/BLTMMDCH	8015T3ZBLTMMDAFW01BLTMMCHK13	VERIZON	VERIZON	BLTMMDAF, BLTMMDCH	T3Z	1150.54 41
BALTIMORE	505 /T3Z /BLTMMDAFK04/BLTMMDCH	8014T3ZBLTMMDAFW01BLTMMCHK13	VERIZON	VERIZON	BLTMMDAF, BLTMMDCH	T3Z	1150.54 41
BALTIMORE	502 /T3Z /BLTMMDAFK04/BLTMMDCH	8011T3ZBLTMMDAFW01BLTMMCHK13	VERIZON	VERIZON	BLTMMDAF, BLTMMDCH	T3Z	435.54 41
BALTIMORE	501 /T3Z /BLTMMDAFK04/BLTMMDCHK34	8002T3ZBLTMMDAFW01BLTMMDCHK34	VERIZON	VERIZON	BLTMMDAF, BLTMMDCH	T3Z	2125.54 41
PHILADELPHIA	501 /T3Z /PHLAPADKK00/PHLAPAMKK32	3202T3ZPHLAPADKW99PHLAPAMKK32	VERIZON	VERIZON	PHLAPADK, PHLAPAMK	T3Z	3630 21
PHILADELPHIA	501 /T3Z /FTWSPAFW /PHLAPADKK00	3201T3ZFTWSPAFWK32PHLAPADKW99	VERIZON	VERIZON	FTWSPAFW, PHLAPADK	T3Z	3630 21
PHILADELPHIA	502 /T3Z /PHLAPADKK00/PHLAPAMK	3507T3ZPHLAPADKW99PHLAPAMKK35	VERIZON	VERIZON	PHLAPADK, PHLAPAMK	T3Z	1946.78 21
PHILADELPHIA	501 /T3Z /PHLAPADKK00/PHLAPAMK	3506T3ZPHLAPADKW99PHLAPAMKK35	VERIZON	VERIZON	PHLAPADK, PHLAPAMK	T3Z	1981.28 21
PHILADELPHIA	500 /T3Z /PHLAPADKK00/PHLAPAMK	3505T3ZPHLAPADKW99PHLAPAMKK35	VERIZON	VERIZON	PHLAPADK, PHLAPAMK	T3Z	1787.56 21
PHILADELPHIA	PHI08/T3Z /PHLAPADKW99/PHLAPAMKK32	3204T3ZPHLAPADKW99PHLAPAMKK32	VERIZON	VERIZON	PHLAPADK, PHLAPAMK	HF	2074.14 21
NEW YORK	503 /T3Z /NYCMNYWS /NYCMNYZRK63	5048T3NYCMNYWSK45NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWS, NYCMNYZR	T3Z	1062.04 21
NEW YORK	500 /T3Z /NYCMNYWS /NYCMNYZRK63	5045T3NYCMNYWSK45NYCMNYZRWES	VERIZON	VERIZON	NYCMNYWS, NYCMNYZR	T3Z	1062.04 21
NEWARK	113 /T3 /NWRKNJMDK01/NYCMNYWSH01	5003T3NYCMNYWSH01NYCMNYWSK45	VERIZON	VERIZON	NWRKNJMD, NYCMNYWS	T3	387.68 21
NEWARK	112 /T3 /NWRKNJMDK01/NYCMNYWSH01	5002T3NYCMNYWSH01NYCMNYWSK45	VERIZON	VERIZON	NWRKNJMD, NYCMNYWS	T3	373.33 21
NEWARK	111 /T3 /NWRKNJMDK01/NYCMNYWSH01	5001T3NYCMNYWSH01NYCMNYWSK45	VERIZON	VERIZON	NWRKNJMD, NYCMNYWS	T3	330.23 21
NEWARK	110 /T3 /NWRKNJMDK01/NYCMNYWSH01	5000T3NYCMNYWSH01NYCMNYWSK45	VERIZON	VERIZON	NWRKNJMD, NYCMNYWS	T3	387.68 21
WASHINGTON DC	105 /T3Z /WASHDCBLK04/WASHDCMT	4021T3ZWASHDCBLW01WASHDCMTK32	VERIZON	VERIZON	WASHDCBL, WASHDCMT	T3Z	1150.54 20
NEWARK	502 /T3Z /NWRKNJMDK01/NWRKNJ0206T	9101T3ZNWRKNJMDW08NWRKNJ02K91	VERIZON	VERIZON	NWRKNJ02, NWRKNJMD	T3Z	2018.26 20
NEWARK	501 /T3Z /NWRKNJMDK01/NWRKNJ0206T	9101T3ZNWRKNJMDW08NWRKNJ02K91	VERIZON	VERIZON	NWRKNJ02, NWRKNJMD	T3Z	2018.26 20

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New York, NY 10020-1605
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MCDERMOTT, WILL & EMERY

April 26, 2002

Via Facsimile (404-873-8501) and E-mail

Darryl S. Laddin, Esq.
Arnall Golden & Gregory, LLP
2800 One Atlantic Center
1201 W. Peachtree Street
Atlanta, GA 30309-3450

Re: Winstar Communications, LLC

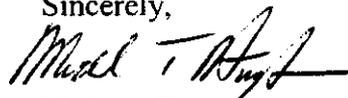
Dear Mr. Laddin:

I have attached hereto as Attachment 1 a list of the circuits, ANIS and POTS lines (the "Services") that Winstar Communications, LLC and/or its affiliates ("Winstar") has requested Verizon Communications, Inc. and/or its subsidiaries ("Verizon") to disconnect. I have also attached hereto as Attachment 2 a list of all of the Services that Verizon should keep in service. Attachment 2 consists of Services that Winstar is keeping "short term" for regulatory reasons and those that Winstar is keeping "long term."

Winstar believes that these two attached lists together represent all of the Services that Verizon is currently billing to Winstar Wireless, Inc. If Verizon is aware of any other Services in that status, we would appreciate it if Verizon would disconnect any Services that are not on Attachment 2, even if such Services are not on Attachment 1, and advise us of that occurrence.

Should you have any further questions regarding this matter, please do not hesitate to give me a call at (212) 547-5352.

Sincerely,



Michael T. Hughes

Attachments

cc: Geoffrey Rochwarger (via e-mail)
Diane Clark, Esq. (via e-mail)
David Albalah, Esq. (via e-mail)
Kathryn P. Beller, Esq. (via e-mail)
Jean L. Kiddoo, Esq. (via e-mail)