

# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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April 3, 2002

James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**Re: Service List Changes**

Dear Mr. McNulty:

Please make changes to the service lists for the following dockets:

Docket No. A-310814F0002    Remove Kemal Hawa    Add Michael  
Shor and Russ Blau

Docket No. A-310104F0002    Remove Margaret Charles and Karen  
Eisenhauer    Add Robin Cohn

Thank you.

Sincerely,



Erica Hudson Carden  
Telecommunications Administrative  
Coordinator

**DOCKETED**

MAY 29 2002

**DOCUMENT**

PA PUC  
SECRETARY'S BUREAU

2002 APR -5 AM 9:23

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Via Certified Mail, Return Receipt



125 High Street  
Boston, MA 02110

June 5, 2002

US LEC of Pennsylvania, LLC  
C/O CT Corporation Systems  
1515 Market Street, Suite 1210  
Philadelphia, PA 19102

**ORIGINAL RECEIVED**  
JUN 05 2002

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St., 2nd Floor  
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120

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OCT 23 2002

**DOCUMENT**

Re: Notice of Payment Default —Pennsylvania

Dear Notice Recipients:

A-310814 F0002

Please take notice that US LEC of Pennsylvania ("US LEC") remains in continuing default of its bill payment obligations under its Interconnection Agreement (the "Agreement") with Verizon Pennsylvania, Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon").

This default applies to US LEC accounts that are more than thirty (30) days past due and excludes Verizon charges that US LEC has disputed in good faith.

Verizon will not continue to provide its wholesale services to US LEC on present business terms, unless this payment default is timely cured. It is US LEC's responsibility not to jeopardize its ability to serve the public by failure to pay Verizon for required wholesale services.

US LEC is now in default with respect to undisputed unpaid charges in Pennsylvania in the amount of **\$558,522.61**. Attached please find account information current as of May 29, 2002.

If US LEC does not cure its breach within sixty (60) days of receipt of this notice, then, in accordance with section 22.6 of the Agreement, Verizon will activate an embargo of

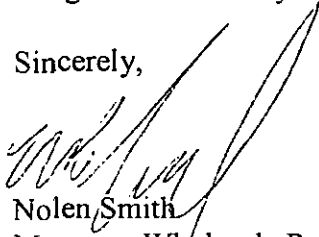
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US LEC accounts, with suspension of acceptance and processing of orders in Pennsylvania.

Please be advised that Verizon will take all available collection actions to receive payment of this undisputed debt. In addition, Verizon will exercise any and all available legal remedies to ensure that additional payment arrearages do not accrue.

Please contact me immediately to arrange payment in cure of breach of payment obligations in Pennsylvania.

Sincerely,



Nolen Smith  
Manager, Wholesale Receivables  
(915) 944-5251

US LEC OF PENNSYLVANIA

CONTRACT SERVICE	AS OF DATE	CURRENT AMOUNT	PAST DUE (OVER 30 DAYS) AMOUNT	DISPUTE AMOUNT	TOTAL UNDISPUTED PAST DUE AMOUNT
UNE/RESALE	05/29/02	677.00	2,718.16	0.00	<b>2,718.16</b>
ACCESS	05/29/02	368,998.68	723,003.25	167,198.80	<b>555,804.45</b>
<b>TOTAL</b>		<b>\$369,675.68</b>	<b>\$725,751.41</b>	<b>\$167,198.80</b>	<b>\$558,522.61</b>

Via Certified Mail, Return Receipt



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2002 SEP 30 PM 1:26  
SECRETARY'S BUREAU

September 27, 2002

US LEC of Pennsylvania Inc.  
General Counsel  
6801 Morrison Boulevard  
Three Morrocroft Centre  
Charlotte NC 28211

US LEC of Pennsylvania Inc.  
Vice President, Regulatory & Industry Affairs  
6801 Morrison Boulevard  
Three Morrocroft Centre  
Charlotte NC 28211

ORIGINAL

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St., 2nd Floor  
Harrisburg, PA 17120

DOCKETED

NOV 20 2002

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120

A-310814 F0002

Re: Notice of Payment Default for Access Service and Pending Service Impact - Pennsylvania

Dear Notice Recipients:

Please take notice that US LEC of Pennsylvania Inc. ("US LEC") remains in continuing default of its bill payment obligations under the federal and state access tariffs of Verizon Pennsylvania, Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon").

This default applies to undisputed access charges that are more than thirty (30) days past due. US LEC is now in default with respect to these charges in Pennsylvania in an amount that is not less than \$278,149.11, which arrearage represents repeated US LEC noncompliance in payment obligations for all of US LEC's access arrangements, federal and state. Most US LEC access arrangements and payment defaults in Pennsylvania are under FCC tariff. Attached please find account information current as of September 25, 2002.

If US LEC does not cure this repeated noncompliance within thirty (30) days of this notice, then Verizon will begin to implement its rights in accordance with Verizon's FCC Tariff No.1, section 2.1.8 and its Pennsylvania Access Tariff, PA PUC No.302, section 2.1.8. As its initial action,

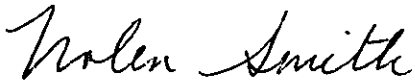
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Verizon will refuse all applications and service orders placed by US LEC for any service and facilities not already in service on October 28, 2002.

However, please be further advised that Verizon will continue to exercise its tariff rights thereafter, will take all available collection actions to receive payment of this undisputed debt, and will exercise any and all available legal remedies to ensure that additional payment arrearages do not accrue.

Please contact me immediately to arrange payment in cure of breach of payment obligations in Pennsylvania.

Sincerely,



*J.N.* Nolen Smith  
Manager, Wholesale Receivables  
(915) 944-5251

US LEC OF PENNSYLVANIA

CONTRACT SERVICE	AS OF DATE	CURRENT AMOUNT	PAST DUE (OVER 30 DAYS) AMOUNT	DISPUTE AMOUNT	TOTAL UNDISPUTED PAST DUE AMOUNT
Access	09/25/02	419,535.92	467,721.41	189,572.30	278,149.11

Via Certified Mail, Return Receipt



December 20, 2002

US LEC of Pennsylvania Inc.  
General Counsel  
6801 Morrison Boulevard  
Three Morrocroft Centre  
Charlotte NC 28211

ORIGINAL

SECRETARY'S BUREAU

2002 DEC 23 PM 2:51

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US LEC of Pennsylvania Inc.  
Vice President, Regulatory & Industry Affairs  
6801 Morrison Boulevard  
Three Morrocroft Centre  
Charlotte NC 28211

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JAN 09 2003

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St., 2nd Floor  
Harrisburg, PA 17120

DOCUMENT

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North St.  
Harrisburg, PA 17120

Re: Notice of Payment Defaults, Pending Refusal of Access Service Orders, and Payment Assurance Requirements - Pennsylvania

Dear Notice Recipients:

A-310814 F0002

Please take notice that US LEC of Pennsylvania Inc. ("US LEC") is yet again in default of its bill payment obligations under the federal and state access tariffs of Verizon Pennsylvania, Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"). On September 27, 2002, Verizon previously notified US LEC of its access bill payment defaults, and Verizon acknowledges that this previous default was cured. However, US LEC has again failed to make timely payments as required, and therefore, this new notice is necessary.

This default applies to undisputed access charges that are more than thirty (30) days past due. US LEC is now in default with respect to these charges in Pennsylvania in an amount that is not less than **\$593,138.44**, which arrearage represents repeated US LEC noncompliance in payment obligations for all of US LEC's access arrangements, federal and state. Most US LEC access arrangements and payment defaults in Pennsylvania are under FCC tariff. Attached please find account information current as of December 19, 2002.

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If US LEC does not cure this repeated noncompliance within thirty (30) days of this notice, then Verizon will begin to implement its rights in accordance with Verizon's FCC Tariff No.1, section 2.1.8 and its Pennsylvania Access Tariff, PA PUC No.302, section 2.1.8. As its initial action, Verizon will refuse all applications and service orders placed by US LEC for any service and facilities not already in service on January 20, 2003.

However, please take further notice now that Verizon will continue to exercise its additional tariff rights thereafter if the payment default is not cured, will take all available collection actions to obtain payment of this undisputed debt, and will exercise any and all available legal remedies to ensure that additional payment arrearages do not accrue.

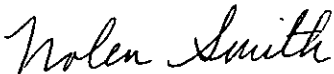
Furthermore, US LEC's repeated failure to make timely payment of undisputed charges when due, as noted above, is of great concern to Verizon. As a result of US LEC's proven history of late payments, Verizon is hereby exercising its right, pursuant to FCC No. 1, section 2.4.1 and Pennsylvania Access Tariff, PA PUC No.302, section 2.4.1, to require US LEC to provide adequate assurances of payment of charges due.

Under the terms of this tariff, Verizon is entitled to immediate receipt from US LEC of a security deposit in an amount equal to estimated charges for two months' service. However, without waiving the full extent of its rights, Verizon will at present limit its demand to a requirement that US LEC provide immediate adequate assurance of payment for one month of Verizon access service. US LEC has the option to provide an irrevocable letter of credit from a financial institution acceptable to Verizon in lieu of a cash deposit. The required amount of the payment assurance is **\$598,000.00**.<sup>1</sup> It should be delivered to Verizon on or before January 2, 2003.

US LEC must provide this payment assurance arrangement to remain in compliance with its obligations under Verizon's access tariffs. US LEC must provide this payment assurance arrangement to remain in compliance with its obligations under Verizon's access tariffs. However, US LEC's compliance with its payment assurance requirements in no way excuses US LEC's obligations for timely payment as due for current services and for cure of all payment defaults for past due undisputed charges.

Please contact me immediately to arrange payment to cure US LEC's breach of its payment obligations, and to comply with the tariff requirement for adequate assurance of payment.

Sincerely,



*J.N.* Nolen Smith  
Manager, Wholesale Receivables  
(915) 944-5251

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<sup>1</sup> The payment assurance amount requested was determined by calculating US LEC's average current access charges for October 2002 and November 2002.

US LEC OF PENNSYLVANIA

CONTRACT SERVICE	AS OF DATE	PAST DUE (OVER 30 DAYS) AMOUNT	DISPUTE AMOUNT	TOTAL UNDISPUTED PAST DUE AMOUNT
Access	12/19/2002	\$784,659.65	\$191,521,21	\$593,138.44