BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint Communications Company Limited Partnership for arbitration with Verizon Florida Inc. pursuant to Section 251/252 of the Telecommunications Act of 1996.	DOCKET NO. 010795-TP ORDER NO. PSC-02-0047-PHO-TP ISSUED: January 4, 2002

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code, a Prehearing Conference was held on December 18, 2001, in Tallahassee, Florida, before Commissioner Braulio L. Baez, as Prehearing Officer.

APPEARANCES:

SUSAN S. MASTERTON, ESQUIRE, P.O. Box 2214, Tallahassee, Florida 32316-2214 and JOSEPH P. COWIN, ESQUIRE, 7301 College Blvd., Overland Park, Kansas 66210
On behalf of Sprint Communications Company Limited Partnership.

KELLY L. FAGLIONI, ESQUIRE and MEREDITH MILES, ESQUIRE, Hunton & Williams, 951 East Byrd Street, Richmond, Virginia 23219
On behalf of Verizon Florida Inc.

MARY ANNE HELTON, ESQUIRE, and ADAM J. TEITZMAN, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
On behalf of the Commission Staff.

PREHEARING ORDER

I. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, Florida Administrative Code, this Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

II. CASE BACKGROUND

On June 1, 2001, Sprint Communications Company Limited Partnership (Sprint) petitioned the Commission to arbitrate certain unresolved terms and conditions of a proposed renewal of the current interconnection agreement between Sprint and Verizon Florida, Inc. f/k/a GTE Florida, Incorporated (Verizon). Verizon filed a response and the matter has been set for hearing.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183, Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

1. Any party intending to utilize confidential documents at hearing for which no ruling has been made, must be prepared to present their justifications at hearing, so that a ruling can be made at hearing.

2. In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

a) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.

b) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.

c) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.

d) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.

e) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the

Division of the Commission Clerk and Administrative Services's confidential files.

IV. POST-HEARING PROCEDURES

Each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, Florida Administrative Code, a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 40 pages, and shall be filed at the same time.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Summaries of testimony shall be limited to five minutes. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES

Direct and Rebuttal

Witness	Proffered By	Issues #
Michael R. Hunsucker	Sprint	1, 2
Mark G. Felton	Sprint	3
James R. Burt	Sprint	6
William Munsell	Verizon	1(a), 2(a), 2(b)
Terry Dye	Verizon	3
Susan Fox	Verizon	6(a), 6(b)
John Ries	Verizon	12, 15

VII. BASIC POSITIONS

SPRINT: Sprint's positions on the individually numbered issues in this docket are consistent with the Telecommunications Act of 1996 (the "Act") and the pertinent rulings of the Federal Communications Commission ("FCC") and this Commission. Each of Sprint's positions should be adopted by this Commission.

VERIZON: In this interconnection agreement arbitration, the Commission should reject Sprint's proposed language for the new interconnection agreement between Sprint Communications Limited Partnership ("Sprint") and Verizon Florida, and, when Verizon Florida has proposed contract language, the language proposed by Verizon Florida should be adopted by the Commission and ordered to be integrated into the final interconnection agreement that will result from this arbitration.

More specifically, the Commission should rule in Verizon Florida's favor on each of the outstanding issues in this case:

Verizon Florida's definition of local traffic should be adopted because it is consistent with applicable law and does not permit Sprint to reclassify access calls as "local" for compensation purposes.

Sprint should not be entitled to create multi-jurisdictional trunks due to the technical, operational and contractual problems it would create. Moreover, Sprint's attempt to create a multi-jurisdictional trunking issue by reclassifying certain access calls as local should be rejected.

Verizon Florida should not be required to provide Sprint with stand-alone vertical features at wholesale rates because neither Verizon Florida's provision of those features at retail to non-telecommunications carriers nor Verizon Florida's provision of stand-alone vertical features to ESPs obliges it do so.

Verizon Florida should not be required to provide multiplexing as a UNE and to provide multiplexing in combination with UNE and non-UNE services in such a configuration that would permit Sprint to commingle UNE and access facilities and traffic. Multiplexing is not UNE, and the commingling Sprint seeks is contrary to applicable law.

Verizon Florida should be permitted to incorporate future revisions to its Commission-approved collocation tariff to streamline interconnection agreements with ALECs and to assure nondiscriminatory treatment of ALECs.

Sprint should be required to permit Verizon Florida to collocate as an efficient means to satisfy its duty to interconnect with Sprint.

STAFF: Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions.

VIII. ISSUES AND POSITIONS

ISSUE 1: In the new Sprint/Verizon interconnection agreement:

(A) For the purposes of reciprocal compensation, how should local traffic be defined?

(B) What language should be included to properly reflect the FCC's recent ISP Remand Order?

POSITIONS

SPRINT: Sprint maintains that the Act and FCC decisions require that the jurisdiction of the traffic be determined by the origination and termination points of the call. In other words, if the call originates and terminates within the Verizon defined local calling area (including mandatory EAS), the call is local and not subject to access charges. In the alternative, if the call originates in one local calling area and terminates in a different local calling area, the call is not local and would be subject to the appropriate access charges.

In addition, Verizon seeks to exclude all Internet Protocol based traffic from the definition of local traffic. The FCC directed that all traffic bound for an Internet Service Provider (ISP) be subject to a limited reciprocal compensation mechanism. The FCC did not indicate that all Internet Protocol traffic is subject to a limited reciprocal compensation mechanism.

VERIZON: The Commission should adopt Verizon Florida's proposed definition of local traffic (Issue 1 (a)) and Verizon Florida's language reflecting the ISP Remand Order (Issue 2(b)) because both are consistent with applicable law; the Commission should reject Sprint's proposed language on those issues because it is not. Sprint's language conflicts with applicable law regarding reciprocal compensation, because it includes in its definition of local traffic certain calls to which reciprocal compensation does not apply (Sprint's "00-" dial-around calls). Moreover, Sprint's language purporting to reflect the ISP Remand Order is vague.

STAFF: No position at this time.

ISSUE 2: For the purposes of the new Sprint/Verizon interconnection agreement:

(A) Should Sprint be permitted to utilize multi-jurisdictional interconnection trunks?

(B) Should reciprocal compensation apply to all calls from one Verizon customer to another Verizon customer, that originate and terminate on Verizon's network within the same local calling area, utilizing Sprint's "00-" dial around feature?

POSITIONS

SPRINT: Yes. Sprint should have the ability to combine local and access traffic on the same facilities (i.e., multi-jurisdictional trunk groups) and pay the appropriate compensation based on the jurisdiction of the traffic. If the call is local, Sprint should pay the appropriate local charges and if the call is access, Sprint should pay the associated access charges.

In addition, the Commission should recognize the FCC's end-to-end analysis as the appropriate way to determine the jurisdiction of a call. Based on this analysis the Commission should determine that calls generated by Sprint's 00- voice activated dialing platform that

originate and terminate in the same local calling area are, in fact, local and should be subject to reciprocal compensation. For 00- traffic determined to be local, Sprint proposes that it should compensate Verizon at TELRIC-based rates for transport only on the originating side of the call and for tandem switching, transport and end office switching on the terminating side of the call, based on which network elements are actually provided by Verizon.

VERIZON: The Commission should reject Sprint's proposed language regarding multi-jurisdictional trunks. If Sprint was permitted to create such multi-jurisdictional trunks: (i) it would be impossible for Sprint to accurately bill the appropriate party for each jurisdiction of traffic routed over such trunks; (ii) Sprint would interfere with Verizon Florida's contractual obligations with other facilities-based carriers in Florida requiring, among other things, the use of separate trunk groups for separate jurisdictions of traffic; and (iii) Sprint would be inconsistent with how its ILEC business unit treats its own ALEC business unit as well as other ALECs in Florida, as evidenced by their respective interconnection agreements requiring the use of separate trunk groups for separate jurisdictions of traffic.

In this issue, Sprint masks its attempt to avoid access charges by mischaracterizing this as a multi-jurisdictional trunking issue. Specifically, Sprint proposes to reclassify as "local" certain access calls that historically have and will continue to be routed over access trunks -- Sprint's "00-" dial-around calls. Only after reclassifying access traffic as "local'' can Sprint then claim that the access trunks over which such calls are routed are "multi-jurisdictional." This Commission should not permit Sprint to reclassify its "00-" dial-around calls as local (Issue 1(a) and 2(b)). Accordingly, there is no multi-jurisdictional trunking issue with respect to "00-" dial-around calls.

STAFF: No position at this time.

ISSUE 3: **For the purposes of the new Sprint/Verizon interconnection agreement, should Verizon be required to provide custom calling/vertical features, on a stand alone basis, to Sprint at wholesale discount rates?**

POSITIONS

SPRINT: Yes. Sprint should be able to obtain from Verizon a stand-alone vertical feature as a resold service, subject to a whole sale discount, pursuant to section 251 (c)(4) of the Telecommunications Act. There is no technical reason that prevents Verizon from offering such optional calling services to Sprint on a stand-alone basis. In fact, Verizon offers vertical features and direct billing to Enhanced Service Providers pursuant to its tariffs, but refuses to provide those same services to Sprint under the terms of its local resale agreement.

VERIZON: Verizon Florida cannot be required to provide custom calling/vertical features to Sprint on a stand-alone basis at the wholesale discount. Verizon Florida provides Sprint with stand-alone vertical features. The parties' dispute relates only to price -- whether Sprint is entitled to the Act's § 251(6)(3) wholesale discount, which is triggered by § 251(c)(4) of the Act, Verizon Florida's retail offering of vertical features to non-telecommunications carriers, which is only in conjunction with basic dial tone service, does not require Verizon Florida pursuant to § 251(c)(4) of the Act to offer those features on a stand-alone basis at a wholesale discount. Nor does Verizon Florida's wholesale offering of stand-alone vertical features to enhanced service providers ("ESPs") oblige Verizon Florida to offer a § 251(d)(3) wholesale discount on stand-alone vertical features. Similar to Sprint's anticipated use of stand-alone vertical features, ESPs use vertical features as input components for their enhanced service offerings. Finally, it would be inappropriate to apply a § 251(d)(3) discount to Verizon Florida's sale of Stand-alone vertical features, because Verizon Florida would not avoid the costs contemplated by the wholesale discount calculation. In fact, Verizon Florida may incur costs to

modify its ordering, provisioning and/or billing systems in order to provide stand-alone vertical features at the wholesale discount. Verizon Florida should be permitted to recover any such costs from Sprint.

STAFF: No position at this time.

ISSUE 4: This issue has been settled by the parties.

ISSUE 5: This issue has been withdrawn.

ISSUE 6: For the purposes of the new Sprint/Verizon interconnection agreement, should Sprint be permitted to:

(A) Require Verizon to provide UNE Multiplexing?

(B) Route access traffic over UNEs leased from Verizon at cost-based rates?

POSITIONS

SPRINT: The Commission should require Verizon to provide multiplexing to Sprint in connection with its purchase of a loop. This requirement does not create a loop/ multiplexer combination but, consistent with the FCC's Third Report and Order in Docket No. 96-98, constitutes the purchase of a loop with attached electronics. Verizon should be required to allow Sprint to use the same multiplexer for UNE and access traffic. In addition, Verizon should be required to provide multiplexing to Sprint at UNE rates when the multiplexer is used for UNE traffic and at access rates when the multiplexer is used for access traffic.

Sprint' position is consistent with FCC rules and orders relating to UNEs. The FCC requires ILECs to provide a requesting telecommunications carrier with access to UNEs in a manner that allows the requesting carrier to provide any telecommunications service that can be offered by

means of a network element. ILECs may not impose limitations, restrictions or requirements on requests for, or the use of, unbundled network elements that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner the requesting carrier intends. The FCC rules clearly state that a telecommunications carrier can use a UNE to provide exchange access to itself in order to provide interexchange services to subscribers. The FCC has also ruled that when a CLEC purchases a UNE, it has access to all the UNE's features, functions and capabilities. The FCC has placed no restrictions on commingling UNEs with tariffed services (i.e., access services), except in very specific circumstances relating to loop and transport combinations, as set forth in the Supplemental Order Clarification in Docket No. 96-98.

VERIZON: The Commission should reject Sprint's attempt to compel Verizon Florida to provide Sprint with new combinations of UNEs and non-UNE services and facilities, including multiplexing, so that Sprint can use UNE facilities to avoid access charges applicable to Sprint's long distance traffic. First, Verizon Florida does not offer the network elements and configuration that Sprint seeks. Second, the multiplexing that Sprint seeks is not a UNE, and may not be made a UNE because Sprint can obtain multiplexers and provide itself with the multiplexing it seeks. Third, Sprint should not be permitted to use its interconnection agreement with Verizon Florida to enable Sprint in its capacity as an IXC to use UNEs to avoid the existing access regime. The Act's unbundling and interconnection requirements are intended to allow ALECs the opportunity to enter and compete in the local market without having to replicate ILEC facilities -- not to allow Sprint to game the access regimes governed by this Commission and the FCC.

STAFF: No position at this time.

ISSUE 7: This issue has been withdrawn.

ISSUE 8: This issue has been settled by the parties.

ISSUE 9: This issue has been withdrawn.

ISSUE 10: This issue has been withdrawn.

ISSUE 11: This issue has been settled by the parties.

ISSUE 12: Should changes made to Verizon's Commission-approved collocation tariffs, made subsequent to the filing of the new Sprint/Verizon interconnection agreement, supercede the terms set forth at the filing of this agreement?

POSITIONS

SPRINT: No. This issue is primarily a legal issue. If tariff changes supersede the terms of a negotiated or arbitrated interconnection agreement, the interconnection agreements would be reduced to little more than placeholders until tariffs go into effect, regardless of whether Sprint has had any opportunity to review and challenge the changes. This is inconsistent with the process for negotiation and arbitration of interconnection agreements set forth in the Telecommunications Act.

Under price regulation as set forth in section 364.051, Florida Statutes, tariff changes made by Verizon are presumptively valid. The only mechanism for challenging the changes is through a complaint filed with the Commission, after the tariff has been filed. There is no statutory provision that allows the Commission to suspend the tariff pending the resolution of the complaint for price-regulated ILECs. Therefore, any changes made to Verizon's collocation tariff would essentially be unilateral changes to the terms of the agreement. To the extent that the rates, terms or conditions in Verizon's tariffs appropriately supplement the interconnection agreement, those tariffs should be specifically

referenced in the agreement or a provision should be included addressing how both parties could participate in the modification of the negotiated conditions.

VERIZON: The Commission should adopt Verizon Florida's proposed language incorporating future revisions to its Commission-approved collocation tariffs. By virtue of its agreement to include Section 1.5 of Article II of the Agreement, Sprint already has agreed to the incorporation of future tariff revisions. That language demonstrates that Verizon Florida is not, as Sprint claims, seeking to avoid its interconnection agreement obligations or the right to "unilaterally" change its tariffs. Rather, Verizon Florida seeks to stream tine interconnection agreements and ensure consistency for all ALECs. Because ALECs can pick and choose from, or opt into, each others' interconnection agreements, Verizon Florida must ensure that it remains consistent and uniform in its provision of products and services. Referencing tariffs as they may change from time to time ensures nondiscriminatory treatment of ALECs. Moreover, there is nothing "unilateral" about a tariff filing. Sprint has the right to challenge proposed changes to Verizon Florida's collocation tariff. There is no reason for the Commission to sanction duplication of this right under the guise of an interconnection agreement dispute. especially when Sprint has already agreed to contract language that incorporates tariffs and applicable tariff review procedures. Furthermore, Verizon Florida's proposal is fair to Sprint and all other ALECs, because it prevents the creation of arbitrage opportunities that would arise if Verizon Florida's tariff changes from time to time.

STAFF: No position at this time.

ISSUE 13: This issue has been withdrawn.

ISSUE 14: This issue has been withdrawn.

ISSUE 15: For the purposes of the new interconnection agreement, should Sprint be required to permit Verizon to collocate equipment in Sprint's central offices?

POSITIONS

SPRINT: No. This issue is primarily a legal issue. The collocation obligations and duties described in Section 251 (c)(3) of the Act pertain exclusively to ILECs.

VERIZON: The Commission should adopt Verizon Florida's proposed language requiring Sprint to permit Verizon Florida to collocate in Sprint's central offices. Verizon Florida is obligated to interconnect with Sprint under the Act and is seeking collocation as a reasonable means to comply with that obligation. In effect, Sprint is a monopoly provider of access to its network. As such, Verizon Florida should have the same options to establish interconnection points as it affords to Sprint so that Verizon Florida can make an economic and efficient choice between collocating or purchasing transport to interconnect. Absent an option to collocate, Verizon Florida would be forced to purchase transport to deliver traffic to Sprint's interconnection points, which may require Verizon Florida to haul local traffic over great distances to a distant point of interconnection and to hire Sprint as Verizon Florida's transport vendor. Consistent with the goals of the Act, Verizon Florida seeks to collocate its facilities with sprint's, so that Verizon Florida can self-provision network elements in the most efficient and cost-effective manner.

STAFF: No position at this time.

ISSUE 16: This issue has been settled by the parties.

ISSUE 17: Should this docket be closed?

SPRINT: This docket should remain open pending the Commission's approval of a final interconnection agreement entered

into by the Parties pursuant to the Commission's decision regarding the disputed issues set forth above.

VERIZON: No position provided.

STAFF: No position at this time.

LEGAL ISSUE

ISSUE A: What is the Commission's jurisdiction in this matter?

POSITIONS

SPRINT: The Commission has the authority, under section 252 of the Act to arbitrate open issues in an interconnection agreement at the request of either Party to the negotiations. The scope of the Commission's jurisdiction is limited to the issues set forth in the Petition for Arbitration and the response to the Petition. Section 252 of the Act sets forth the time frames for Commission action and the criteria upon which the Commission's arbitration decision must be based.

Sections 364.161 and 364.162, Florida Statutes, provide the Commission's state authority for to arbitrate disputes relating to the negotiation of interconnection agreements. In addition, section 120.80, Florida Statutes, authorizes the Commission to use appropriate procedures to implement the Federal Telecommunications Act.

VERIZON: The Commission's jurisdiction in this matter is to decide the remaining disputed issues between Sprint and Verizon Florida regarding their new interconnection agreement, in accordance with the Telecommunications Act of 1996 (the "Act") and the FCC's implementing regulations. The Commission's rulings and the resulting interconnection agreement should also comply with Florida law to the extent that it is consistent with the Act.

STAFF: Section 252 of the Federal Telecommunications Act of 1996 (Act) sets forth the procedures for negotiation,

arbitration, and approval of agreements. Section 252(b)(4)(C) states that the State commission shall resolve each issue set forth in the petition and response, if any, by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section. In this case, however, the parties have explicitly waived the 9-month requirement set forth in the Act. Furthermore, this Commission has jurisdiction pursuant to Chapter 364, Florida Statutes, and Section 252 of the Federal Telecommunication Act of 1996 (Act) to arbitrate interconnection agreements, and may implement the processes and procedures necessary to do so in accordance with Section 120.80(13)(d), Florida Statutes. However, pursuant to Section 252(e)(5) of the Act, if a state commission refuses to act, then the FCC shall issue an order preempting the Commission's jurisdiction in the matter, and shall assume jurisdiction of the proceeding.

IX. EXHIBIT LIST

Witness	Proffered By	I.D. No.	Description
Direct and Rebuttal			
James R. Burt	Sprint	JRB-1	Current Network Configuration
James R. Burt	Sprint	JRB-2	Sprint Requested Network Configuration
James R. Burt	Sprint	JRB-3	Verizon Forced Segration Network Configuration
Michael R. Hunsucker	Sprint	MRH-1	Maryland Tariff No. 23 Section 202

Witness	Proffered By	I.D. No.	Description
William Munsell	Verizon	WM-1	E-mail Correspondence; William Munsell, Interconnection Negotiations (Verizon) and Paul Reed, Local Market Integration (Sprint)
William Munsell	Verizon	WM-2	Sprint Master Interconnection Agreement for the State of Florida
William Munsell	Verizon	WM-3	Sprint Master Interconnection and Resale Agreement for the State of Texas
William Munsell	Verizon	WM-4	BOC Notes on the LEC Networks; Section 3.10
William Munsell	Verizon	WM-5	Alliance for Tele-communication Industry Solutions Carrier Identification Code Assignment Guidelines

Witness	Proffered By	I.D. No.	Description
William Munsell	Verizon	WM-6	Verizon Florida Access Service Tariff; Switched Access Service, Section 6.2.1 - Description of Feature Groups
William Munsell	Verizon	WM-7	Sprint Florida Access Service Tariff; Switched Access Service, Section E6.2.4 - Feature Group D
Susan Fox	Verizon	SF-1	Diagrams 1 & 2; Switched Access Facilities vs. Multiplexing/UNE Transport

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. PROPOSED STIPULATIONS

The Parties entered into a stipulation filed with this Commission on October 23, 2001, which resolved Issues 4, 5, 8, 9, 10, 11, 13, 14 and 16 as noted above.

XI. PENDING MOTIONS

There are no pending motions at this time.

XII. PENDING CONFIDENTIALITY MATTERS

There are no pending confidentiality claims or requests at this time.

XIII. OPENING STATEMENTS

Opening statements, if any, shall not exceed ten minutes per party.

Based on the foregoing, it is

ORDERED by Commissioner Braulio L. Baez, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Braulio L. Baez, as Prehearing Officer, this 4th day of January, 2002.

BRAULIO L. BAEZ
Commissioner and Prehearing Officer

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of the Commission Clerk and Administrative Services, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.