

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition of US LEC of Florida, Inc., Time Warner Telecom of Florida, L.P., and ITC^DeltaCom Communications objecting to and requesting suspension of proposed CCS7 Access Arrangement tariff filed by BellSouth Telecommunications, Inc.

DOCKET NO. 020129-TP
ORDER NO. PSC-02-1179-PHO-TP
ISSUED: August 29, 2002

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code, a Prehearing Conference was held on August 19, 2002, in Tallahassee, Florida, before Commissioner Braulio L. Baez, as Prehearing Officer.

APPEARANCES:

KENNETH A. HOFFMAN, Esquire and MARTIN P. MCDONNELL, Esquire, Rutledge, Ecenia, Purnell & Hoffman, P.A., P.O. Box 551, Tallahassee, FL 32302
On behalf of US LEC, Time Warner and ITC^DeltaCom.

PATRICK TURNER, Esquire, 150 South Monroe Street, Suite 400, Tallahassee, FL 32301-1556
On behalf of BellSouth Telecommunications, Inc.

DONNA CANZANO MCNULTY, Esquire, 325 John Knox Road, The Atrium Building., Suite 105, Tallahassee, FL 32303; DULANEY O'ROARK, III, Esquire, WorldCom, Inc., 6 Concourse Parkway, Suite 3200, Atlanta, GA 30328
On behalf of WorldCom, Inc.

ADAM J. TEITZMAN and JASON K. FUDGE, Esquire, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
On behalf of the Commission.

DOCUMENT NUMBER-DATE

09147 AUG 29 02

FPSC-COMMISSION CLERK

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 January 18, 2002, BellSouth Telecommunications, Inc. (BST) filed a tariff with this Commission introducing the CCS7 Access Arrangement. This tariff filing also restructures the offering for Commercial Mobile Radio Service (CMRS) providers, and directs them to the equivalent CCS7 Access Arrangement available in the Access Services Tariff. Further, as part of this filing, local switching rates have been reduced to reflect the introduction of charges for intrastate CCS7 usage. The tariff filing went into effect on February 17, 2002.

On February 15, 2002, US LEC of Florida, Inc., Time Warner Telecom of Florida, L.P., and ITC^DeltaCom Communications (Petitioners) filed a Joint Petition objecting to and requesting suspension of the CCS7 Access Arrangement Tariff filed by BST, and requesting that this Commission schedule a formal administrative hearing to address the issues raised in its Petition. On March 22, 2002, BST filed its response to the Petition. This matter was set for an administrative hearing by this Commission by Order No. PSC-02-0739-PCO-TP, issued May 31, 2002.

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

<u>Witness</u>	<u>Proffered By</u>	<u>Issues #</u>
Steve Brownworth	ITC^DeltaCom	1-3 and 5-11
Wanda Montano	US LEC of Florida Inc.	7-11
Mark E. Argenbright	WorldCom	3, 4 and 10
Greg R. Follensbee*	BellSouth	
Clyde L. Greene*	BellSouth	
Thomas Randklev*	BellSouth	
W. Keith Milner	BellSouth	2, 6 and 7
John A. Ruscilli	BellSouth	1, 3-5, 8, and 10- 11

* These witnesses only filed rebuttal testimony.

VII. BASIC POSITIONS

PETITIONERS: BellSouth's CCS7 tariff inappropriately increases access charges, is not revenue neutral, is discriminatory against ALECs and IXCs, favors ILECs and BellSouth's mobile affiliate, and inappropriately imposes charges on ALECs that they cannot economically pass on to their third party customers. Moreover, BellSouth's tariff fails to comply with 364.163, Florida Statutes. Therefore, the Commission should order BellSouth to withdraw the tariff.

WORLDCOM: BellSouth's CCS7 tariff inappropriately increases access charges, is not revenue neutral, is discriminatory against ALECs and IXCs, favors ILECs and BellSouth's mobile affiliate, and inappropriately imposes charges on ALECs that they cannot economically pass on to their third party customers. Moreover, BellSouth's tariff fails to comply with Section 364.163, Florida Statutes. Therefore, the Commission should order BellSouth to withdraw the tariff.

BELLSOUTH: CCS7 provides a signaling functionality for call routing and completion as well as access to various databases. BellSouth's CCS7 Access Arrangement service offering allows for customers to interconnect to BellSouth at designated Signal Transfer Points ("STPs") for use with services that require receiving and terminating signaling information using the common channel signaling protocol. BellSouth's CCS7 Tariff appropriately charges carriers for the use of these services and complies with Florida law. The Commission should reject the ALECs' attempt to avoid payment of a legitimate service that they receive and find that the Tariff is valid and should remain in effect.

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: To what kind of traffic does BellSouth's CCS7 Access Arrangement Tariff apply?

PETITIONERS: BellSouth's CCS7 Access Arrangement Tariff applies to intrastate access related to SS7 service. The tariff adds a per message Transacting Capability Application Part ("TCAP") charge, a per message Integrated Services Digital Network Users Part ("ISUP") charge, in addition to the normal recurring switched access charges applicable to interexchange calls.

WORLDCOM: Adopt the position of USLEC/Time Warner/ITC^DeltaCom.

BELLSOUTH: Carriers choosing to obtain CCS7 service from BellSouth can use the service in relation to three types of calls: (1) interexchange calls between locations in the State of Florida and locations in other states ("interstate calls"); (2) local calls; and (3) interexchange calls between locations within the state of Florida ("non-local intrastate calls"). The CCS7 Tariff that is the subject of this proceeding does not apply to interstate calls. The Tariff may apply to local calls to the extent a carrier does not have an approved interconnection agreement with BellSouth. Consequently, the Tariff primarily applies to carriers that use BellSouth's CCS7 service in relation to non-local intrastate calls.

STAFF: Staff has no position at this time.

ISSUE 2: Did BellSouth provide CCS7 access service to ALECs, IXC's, and other carriers prior to filing its CCS7 Tariff?

PETITIONERS: Yes. BellSouth provided CCS7 access service to ALECs, IXC's, and other carriers prior to filing its CCS7 tariff. SS7 is an inherent function of the telephone network in Florida and the entire country. SS7 provides signaling functionality for call routing and completion as well as access to various data bases. SS7 messages are used for virtually every single telephone call. In each telephone call there are typically at least five ISUP messages and two TCAP messages. There has never been a per message charge for SS7 by BellSouth, although BellSouth has been providing SS7 access service to its connecting carriers.

WORLDCOM: Adopt the position of USLEC/Time Warner/ITC^DeltaCom.

BELLSOUTH: BellSouth currently provides CCS7 access service to ALECs, IXC's, independent companies, wireless companies, etc. and has been doing so for a number of years. Until recently, however, BellSouth has been unable to count individual ISUP and TCAP messages that are transported by BellSouth for another carrier. Thus, until BellSouth developed the ability to count such messages, BellSouth was unable to bill third parties on a per message basis for this service that it was providing them.

STAFF: Staff has no position at this time.

ISSUE 3: Is BellSouth's CCS7 Access Arrangement Tariff revenue neutral? Why or why not?

PETITIONERS: No, BellSouth's CCS7 access arrangement tariff is not revenue neutral. In fact, BellSouth admits that its demand/cost study supporting the Florida CCS7 filing includes a good faith estimate of projected per message demand and that its estimate was wrong. Based on the amounts BellSouth has

billed under this tariff, the actual demand for ISUP and TCAP messages is higher than BellSouth's good faith estimates. BellSouth's billing under the CCS7 tariff far exceed their estimated billings; clearly BellSouth's CCS7 access tariff is not revenue neutral.

WORLDCOM: No, BellSouth's CCS7 Access Arrangement Tariff is not revenue neutral. Moreover, BellSouth has essentially abandoned revenue from an access element, local switching, for which demand is generally flat. At the same time, under the guise of revenue neutrality, BellSouth has dramatically increased rates for another access element, CCS7 messages, for which demand is growing significantly. Further, BellSouth's increase in revenue comes directly from its competitors - the IXC's and ALECs.

BELLSOUTH: Yes. BellSouth's CCS7 Tariff is revenue neutral because revenue projections for this service have been offset by the reductions BellSouth made to the Local Switching rates reflected in Section E6.8.2 of BellSouth's Intrastate Access Tariff, as well as reductions made in BellSouth's interconnection for mobile service provider offering reflected in Section A35.1 of BellSouth's Florida General Subscriber Service Tariff.

STAFF: Staff has no position at this time.

ISSUE 4: Does BellSouth's CCS7 Access Arrangement Tariff violate Section 364.163 or any other provisions of Chapter 364, Florida Statutes?

PETITIONERS: BellSouth's CCS7 Access Arrangement Tariff violates Section 364.163, Florida Statutes. This rate increase is in contravention of Section 364.163(2), Florida Statutes which, prohibits increasing any specific network access rate until an ILECs interstate switched access rates have reached parity with its intrastate switched access rates. The mended statute became effective January 1,

1999. Since that time, BellSouth's intrastate switched access rates have not reached parity with its interstate switched access rates. Therefore, BellSouth CCS7 Access Arrangement Tariff violates the price cap provisions of Section 364.163, Florida Statutes.

WORLDCOM: Yes, BellSouth's CCS7 Access Arrangement Tariff violates Section 364.163, Florida Statutes. The amended statute, which became effective January 1, 1999, prohibits a local exchange company from increasing any specific network access rates until it has reached parity with its interstate switched access rates. BellSouth's intrastate network access rates are higher than its interstate switched access rates. Until the parity condition is satisfied, the statute does not provide for an increase switched access rates as proposed here by BellSouth.

BELLSOUTH: No. BellSouth's CCS7 Tariff complies with Chapter 364, Florida Statutes.

STAFF: Staff has no position at this time.

ISSUE 5: What does BellSouth charge subscribers under the CCS7 Access Arrangement Tariff for the types of traffic identified in Issue 1?

PETITIONERS: Under the CCS7 Access Arrangement Tariff, BellSouth adds a per message TCAP charge of \$.000123, and ISUP charge of \$.00035, in addition to the normal recurring switched access charges applicable to interexchange calls.

WORLDCOM: Adopt the position of USLEC/Time Warner/ITC^DeltaCom.

BELLSOUTH: There are three types of rates and charges that apply to BellSouth's CCS7 offering: (1) monthly rates (CCS7 Signaling Connection, per 56 kpbs facility at \$155.00; CCS7 Signaling Termination, per STP port at \$377.05); (2) one-time charges

(CCS7 Signaling Connection, per 56 kbps connection at \$150.00; CCS7 Point Code Establishment or Change - Originating Point Code [\$40.00 first, \$8.00 additional], Per Destination Point Code [\$8.00 first, \$8.00 additional]); and (3) usage charges (ISUP per message - \$.000035, TCAP per message - \$.000123).

STAFF: Staff has no position at this time.

ISSUE 6: Is more than one carrier billed for Integrated Services Digital Network User Part (ISUP), for the same segment of any given call, under the BellSouth CCS7 Access Arrangement Tariff? If so, is it appropriate?

PETITIONERS: Yes. BellSouth inappropriately bills more than one carrier per ISUP under the CCS7 tariff. For a given call from an IXC to an ALEC, where BellSouth provides the access tandem, BellSouth will bill the IXC carrier for ISUP messages from the IXC STP to the BellSouth STP. BellSouth STP will then take the message and transfer it to the ALEC's STP and BellSouth will bill the ALEC for the associated ISUP message.

WORLDCOM: Adopt the position of US LEC/Time Warner/ITC^DeltaCom.

BELLSOUTH: No. The CCS7 Tariff provides for billing when BellSouth's CCS7 network is involved in the call set up. Since multiple carriers can be involved in the set up of a call, each carrier would be billed accordingly for any use it makes of BellSouth's CCS7 network. This approach is appropriate because each carrier is billed for its use of the network. Not billing all carriers for their usage results in disparate treatment.

STAFF: Staff has no position at this time.

ISSUE 7: Under BellSouth's CCS7 Access Arrangement Tariff, is BellSouth billing ISUP and Transactional Capabilities Application Part (TCAP) messages charges for calls that originate on an ALEC's network and terminate on BellSouth's network? If so, is it appropriate?

PETITIONERS: Yes. BellSouth's Florida Access Service Tariff states, (in BellSouth's Florida access tariff E6.1(E)2, fifth revised page 26), "ISUP usage charges are assessed per signaling messages delivered to or from the customer, regardless of direction, through its dedicated CCS7 port connection." Similarly, the tariff states (on second revised page 26.1), that "TCAP usage charges will be assessed for signaling messages delivered to the customer, regardless of direction." The tariff therefore allows BST inappropriately to impose charges for SS7 services that employ not only its own facilities, but also the facilities of interconnected carrier customers including ALECs, ICOs and IXC's.

WORLDCOM: Adopt the position of US LEC/Time Warner/ITC^DeltaCom.

BELLSOUTH: BellSouth's CCS7 Tariff allows BellSouth to bill for a carrier's use of the network regardless of which direction CCS7 messages are sent. Accordingly, it is appropriate for BellSouth to bill for each use of the network, regardless of the direction of the query.

STAFF: Staff has no position at this time.

ISSUE 8: What is the impact, if any, of BellSouth's CCS7 Access Arrangement Tariff on subscribers? Does such impact, if any, affect whether BellSouth's CCS7 Access Arrangement Tariff should remain in effect?

PETITIONERS: BellSouth's tariff effectively shifts the charge for its SS7 service from its mobile services tariff, which applies to cellular mobile carriers, to carriers who purchase service from the switched access tariff. The switched access tariff is used predominately by ALECs and interexchange carriers. BellSouth's CCS7 access arrangement tariff significantly impacts ALECs and IXCs, and has several adverse consequences for Florida telephone customers. First, BellSouth has chosen to restructure, and raise, its access rates in a way that will increase the costs of its competitors - both ALECs and third party vendors. These changes will require revisions to rates that customers pay. Either the ALECs will have to absorb the increased costs and become less competitive, or pass through the increased costs and rate increases to their end customers. In addition, BellSouth's new rate structure implemented in a way that is extremely difficult for its carrier customers to audit.

WORLDCOM: Adopt the position of US LEC/Time Warner/ITC^DeltaCom.

BELLSOUTH: The only potential impact the CCS7 Tariff may have on the Tariff subscribers is that they will now have to pay for service that previously they were receiving for free. Whether or not the payment of the services associated with the CCS7 network will result in ALECs raising their traffic sensitive rates is not a legitimate reason to invalidate the CCS7 Tariff. The possibility that a business customer who pays increased rates and thus may raise the prices of the goods and services they sell to others is simply a characteristic of a free market economy and not a valid basis for denying a proposed rate change.

STAFF: Staff has no position at this time.

ISSUE 9: Does BellSouth bill ILECs for the signaling associated with the types of traffic identified in Issue 1?

a) If not, why not?

b) Has BellSouth offered ILECs a bill and keep arrangement for local and/or intrastate CCS7 messages and B-links?

PETITIONERS: No. Joint Petitioners believe that BellSouth has not designed its tariff rate to be imposed on other ILECs because under current agreements between ILECs (e.g. BellSouth and other non-Bell incumbents), the CCS7 message charges and B-links generally are handled on a bill and keep basis. Therefore, Joint Petitioners assert, on information and belief, that BellSouth's treatment of the other ILECs operating in Florida is discriminatory because the ILECs are not charged these same rate elements.

a) Pursuant to Federal Telecommunications Act and Federal Communications Rules and Orders, BellSouth is required to maintain competitive neutrality. Therefore, there is no lawful justification for billing ALECs, but not ILECs, for the same service.

b) Yes, as acknowledged by BellSouth witness Greg Follensbee on page 10 of his Rebuttal Testimony.

WORLDCOM: Adopt the position of US LEC/Time Warner/ITC DeltaCom.

BELLSOUTH: Yes. Many ILECs purchase A-links from BellSouth to get signaling on calls originated by or terminated to an end user of the ILEC. The A-links connect end office or databases to STPs. BellSouth has not offered ILECs a bill-and-keep arrangement for CCS7 messages and B-links in Florida.

STAFF: Staff has no position at this time.

ISSUE 10: Should BellSouth's CCS7 Access Arrangement Tariff remain in effect? If not, what action(s) should the Florida Public Service Commission take?

PETITIONERS: BellSouth's CCS7 access arrangement tariff should not remain in effect. It violates Section 364.163, Florida Statutes, is not revenue neutral, and is not competitively neutral. If, BellSouth seeks to impose new charges on carriers for SS7 service, it must do so in compliance with Florida Statutes and federal law.

WORLDCOM: No, WorldCom believes the Commission should reject BellSouth's tariff filing and return the monies billed to date under this tariff. In the alternative, if the Commission does not reject this tariff filing as WorldCom believes it should, the Commission should reduce BellSouth's proposed rates to match those TELRIC rates established in Docket No. 990649-TP.

BELLSOUTH: BellSouth's CCS7 Tariff should remain in effect. BellSouth is providing a service of value, and is entitled to compensation. BellSouth should be compensated for the ALECs' use of BellSouth's CCS7 network for non-local intrastate calls. The CCS7 Tariff also enables BellSouth to be properly compensated for use of its CCS7 capability in relation to local calls by third party hubbing vendors that do not have local interconnection agreements with BellSouth. BellSouth should not be prohibited from amending its tariffs to require the cost causer of a network access service to pay for the network access service it receives from BellSouth merely because BellSouth's tariffs had not previously set forth a charge for that network access service.

STAFF: Staff has no position at this time.

ISSUE 11: If the tariff is to be withdrawn, what alternatives, if any, are available to BellSouth to establish a charge for non-local CCS7 access service pursuant to Florida law?

PETITIONERS: The purpose of this docket is to review the legality of BellSouth's CCS7 tariff, not to offer BellSouth other opportunities to raise its rates.

WORLDCOM: No position at this time.

BELLSOUTH: As stated above, the Tariff should not be withdrawn. If, however, the Commission decides to the contrary, the Commission should establish appropriate procedures to be followed when introducing a charge for a network access service that is being provided but for which there is no tariffed rate. BellSouth should not be prohibited from amending its tariff to require the cost causer of a network access service to pay for the network access service it receives from BellSouth merely because BellSouth's tariffs had not previously set forth a charge for that network access service.

STAFF: Staff has no position at this time.

IX. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
	<u>Direct</u>		
Wanda Montano	US LEC of Florida Inc.	_____ (WGM-1)	ISUP Call Completion and Busy Diagrams
Steve Brownworth	ITC^DeltaCom	_____ (SB-1)	SS7 Overview
		_____ (SB-2)	BellSouth E-mail

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
		(SB-3)	ITC^DeltaCom SS7 Usage Summary
		(SB-4)	BellSouth SS& Bill & Keep Proposal
Mark E. Argenbright	WorldCom	(MA-1)	Comparison of CCS7 and Local Switching Usage (CONFIDENTIAL)
		(MA-2)	Comparison between BellSouth's TELRIC Rates and the CCS7 Access Arrangement Rates
Greg R. Follensbee	BellSouth	(GRF-1)	Diagram (LMS- Link Monitoring Systems)
		(GRF-2)	Diagram (LMS- Link Monitoring Systems)
<u>Rebuttal</u>			
Steve Brownworth	ITC^DeltaCom	(SB-5)	Internetwork Call Control Messages and Flows

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
		<hr/> (SB-6)	BellSouth Usage B i l l i n g Overview (CONFIDENTIAL)
		<hr/> (SB-7)	Description and Justification BellSouth CCS7 A c c e s s Arrangement
John A. Ruscilli	BellSouth	<hr/> (JAR-1)	Price out package demonstrating revenue neutrality (CONFIDENTIAL)
		<hr/> (JAR-2)	Memorandum from Susan Ollila to Commissioners Johnson, Deason, Clark, Kiesling, and Garcia dated October 1, 1997
		<hr/> (JAR-3)	Competitive Telecommunica- tions Markets December 1997

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

X. PROPOSED STIPULATIONS

There are no proposed stipulations at this time.

XI. PENDING MOTIONS

There are no pending motions at this time.

XII. PENDING CONFIDENTIALITY MATTERS

1. WorldCom's Notice of Intent to Request Confidential Classification of portions of direct testimony and Exhibit MA-1 of Mark Argenbright.
2. ITC^DeltaCom's Notice of Intent to Request Confidential Classification of pages 10-11 of Prefiled rebuttal testimony of Steve Brownworth.
3. ITC^DeltaCom's Claim of Confidential Treatment for certain information included in its Responses to Staff's First Set of Interrogatories (No. 1-7).
4. ITC^DeltaCom's Claim of Confidential Treatment for response to Staff's Request for Production of Documents No. 3.

XIII. RULINGS


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

It is therefore,

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.

ORDER NO. PSC-02-1179-PHO-TP
DOCKET NO. 020129-TP
PAGE 20

By ORDER of Commissioner Braulio L. Baez, as Prehearing Officer, this 29th day of August, 2002.



per BAEZ

BRAULIO L. BAEZ
Commissioner and Prehearing Officer

(S E A L)

AJT

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

ORDER NO. PSC-02-1179-PHO-TP

DOCKET NO. 020129-TP

PAGE 21

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.