Marceil Morrell**
Vice President & General Counsel - Florida

Associate General Counsel
Anthony P. Gillman**
Leslie Reicin Stein*

Attorneys:*
Kimberly Caswell
M. Eric Edgington
Ernesto Mayor, Jr.

* Licensed in Florida
** Certified in Florida as Authorized House Counsel

GTE Telephone Operations

One Tampa City Center
201 North Franklin Street FLTC0007
Post Office Box 110
Tampa, Florida 33601
813 483 2606
813 204 8870 (Facsimile)

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

April 11, 1997

Re: Docket No. 961173-TP
Petition of Sprint Communications Company Limited Partnership for Arbitration of Proposed Interconnection Agreement with GTE Florida Incorporated Pursuant to the Telecommunications Act of 1996

Dear Ms. Bayo:

Please find enclosed for filing in the above matter an original and 15 copies of GTE Florida Incorporated's Opposition to Sprint Communications Company Limited Partnership's Amendment to Motion for Approval of Agreement and Order Directing Execution of Agreement. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please call me at (813) 483-2617.

Sincerely,

Kimberly Caswell

KC:tas
Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for arbitration with GTE Florida Incorporated concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996	)	Docket No 961173-TP Filed April 11, 1997

GTE FLORIDA INCORPORATED'S OPPOSITION TO SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S AMENDMENT TO MOTION FOR APPROVAL OF AGREEMENT AND ORDER DIRECTING EXECUTION OF AGREEMENT

On April 9, 1997, Sprint asked the Commission for permission to amend its Motion for Approval of Agreement and Order Directing Execution of Agreement (Motion) that it filed on March 28, 1997 (Amendment to Motion for Approval of Agreement and Order Directing Execution of Agreement of Sprint Communications Company Limited Partnership (Amendment Request), April 9, 1997, at 2 and 4) GTE objects to Sprint's request for amendment and asks the Commission to deny Sprint permission to amend its Motion Sprint's attempted amendment is procedurally improper and it severely prejudices GTE

Even if the Commission permits Sprint to amend its Motion, in no event should it grant Sprint the substantive relief it has requested--a stay of this proceeding "to accommodate Sprint's election" of the arbitrated interconnection agreement between GTE and AT&T (Amendment Request at 3) Such a stay would render meaningless this entire arbitration proceeding, in contravention of the Telecommunications Act of 1996 (Act)

I. The Commission Should Dismiss the Motion and Amendment Request on Procedural Grounds.

Sprint had no right to file its Motion, let alone an amendment to it.

A. The Commission's Rules Do Not Contemplate Sprint's Posthearing, Postdecision Motion.

As noted, the Motion underlying Sprint's amendment was filed on March 28, over a month after the Commission issued its Final Order in this arbitration. (Order number PSC-97-0230-FOF-TP, Feb. 26, 1997 (Order).) The Commission's Rules do not provide for the kind of free-form posthearing, postdecision motion Sprint has filed.

Subpart D of the Rules, which governs "Post-hearing Procedures," lists permissible post-hearing filings. The only post-hearing motions prescribed are a motion for reconsideration, which must be filed within 15 days after a final order is issued (Rule 25-22.060), and a motion for stay pending judicial review (Rule 25-22.061). Sprint's Motion falls into neither of these categories.

GTE generally favors liberal procedures which allow parties ample opportunities to bring their concerns before the Commission. For this reason, GTE did not raise this procedural argument in its original Opposition to Sprint's Motion. But Sprint's Amendment Request has eliminated any inclination to give Sprint the benefit of the doubt as to permissible procedure.[1] Indeed, the attempted amendment only confirms GTE's assessment that Sprint is acting in bad faith. (GTE refers the Commission to its Opposition

---

[1] Because Sprint's Requested Amendment relates back to the Motion, the Motion is still subject to comment by GTE.

to Sprint's Motion, a copy of which is attached as Exhibit A, for a description of Sprint's bad faith behavior.)

Additional factors which warrant the strictest application of the Commission's procedural rules in this case are: (1) Sprint's undue delay in filing the Motion, which came over two weeks past the deadline for even a motion for reconsideration, and (2) the Motion seeks extraordinary action–in effect, a nullification of this entire arbitration proceeding, as GTE explained more fully in its Opposition to Sprint's Motion. The Commission should, moreover, resist setting precedent here that will allow parties the same broad latitude to file posthearing, postdecision motions as they have to file prehearing motions (Rule 25-22.037.) Such precedent will undermine the finality of Commission decisions and encourage circumvention of the reconsideration deadlines.

If the Motion is dismissed, as GTE advocates, there is no need to consider the Amendment Request, which will fall with the Motion with which it is associated.

B. Commission Rules Do Not Permit the Requested Amendment

If Sprint's Motion is procedurally inappropriate, then Sprint's Requested Amendment is even worse. All of the criticisms of Sprint's Motion apply with even greater force to the associated Amendment. No Commission Rule permits amendments to motions, let alone amendments to posthearing, postdecision motions which are themselves not contemplated in the Rules. The Commission should avoid any expansive procedural interpretation allowing Sprint's amendment because

(1) Sprint has offered no reason why it failed to include the amending material in its original Motion. Apparently, Sprint just didn't think of these additional arguments at the time it filed its Motion. Instead, it waited 12 days after its Motion to finalize its arguments. Parties generally have the responsibility to carefully consider their arguments at the time they make a filing. Procedural rules and deadlines will mean nothing if they are allowed to amend their filings on a whim, as Sprint seeks to do here.

(2) The Requested Amendment is intended to obtain relief that is so severe it will, in effect, render meaningless this entire proceeding. A stay, in itself, is one of the most extreme actions a Commission can take. But Sprint's purpose in requesting the stay compounds the inherent gravity of this measure. Sprint wants the stay to "accommodate" its wish to adopt an interconnection agreement that is the product of a wholly separate arbitration with a different carrier. As GTE explained in its Opposition, Sprint thus seeks the Commission's complicity in abandoning, at this late date, the arbitration that Sprint itself set in motion. (See Ex. A.) Since the Commission could hardly take any more extraordinary action than that, Sprint's Amendment Request is not a suitable instance for granting any procedural leeway.

(3) The Requested Amendment compromises GTE's due process rights. As Sprint knows, the Act imposes strict procedural deadlines on this Commission. Staff is now working on its Recommendation in this case, which is to be issued on April 16. Because of the compressed timetable, Sprint's Motion and Amendment will need to be addressed in that Recommendation, which is scheduled for Commission vote at its April 23 agenda conference. The closer Sprint makes filings to the Recommendation and agenda dates,

the less opportunity GTE has for a meaningful response to those filings To assure its views on Sprint's Amendment Request would be factored into the Staff Recommendation and considered by the Commission, GTE had to respond to Sprint's filing as quickly as possible This filing was made in two days In contrast, parties have 7 days (plus 5 if served by mail) to respond to prehearing motions (Rule 25-22 037) In this instance, GTE could not take even a week to respond, because its response would then be filed on the same day the Recommendation is due out GTE has thus already been prejudiced by Sprint's lack of concern for established timetables and procedural rules Sprint's Amendment Request, coming so late, has undermined GTE's ability to submit the most thorough and well-considered response possible

The prejudice to GTE in having to hastily respond is particularly great because Sprint's attempted "amendment" is not an amendment at all, but another motion for wholly different relief Although Sprint nominally proposes the stay as an "alternative request," the prayer for relief indicates that the stay request is intended to substitute for the action Sprint originally sought (Requested Amendment at 4), which was approval of the AT&T/GTE document Sprint submitted on March 28 In fact, the original relief Sprint requested--approval of a specific contract submission--is inconsistent with Sprint's newly expressed plan to "elect" the AT&T/GTE contract--which will be a different document than Sprint has already filed The point is that Sprint's "amendment" is not just ministerial or minor, it is really another Motion, raising substantial new arguments and seeking different action Sprint's change of position and expectation that GTE and the Commission will respond to new arguments at this late date resonate with bad faith (See Ex A at 8-10)

Permitting Sprint to amend its Motion would, in short, be unfair to GTE and inimical to proper due process.

II. Even if the Commission Permits the Amendment, It Should Not Grant the Stay Sprint Seeks.

As GTE explained, there are many good reasons to dismiss the Amendment Request (as well as the Motion itself) on procedural grounds alone, saving the Commission the need to consider Sprint's substantive arguments. Nevertheless, even if the Commission permits the Amendment, it should in no event grant the stay Sprint has requested.

A. A Stay Will Further Sprint's Efforts to Nullify this Proceeding.

As GTE explained in its Opposition, the contract Sprint submitted with its Motion has nothing to do with this arbitration. It is instead a hybrid of provisions the Commission voted to include in the GTE/AT&T contract, along with provisions the Commission deleted from AT&T's proposed contract in that arbitration. (See Ex. A at 1, 7.) Based on Sprint's Requested Amendment, Sprint now ultimately wants to adopt the GTE/AT&T contract yet to be approved, rather than the document Sprint filed originally, which was not approved in the GTE/AT&T arbitration. Sprint believes a stay will help accommodate this planned election. (Requested Amendment at 3.)

In either case, the contract Sprint wants will not be a product of this arbitration between Sprint and GTE, or of the months of negotiations Sprint and GTE have

conducted. As such, Sprint's request for stay--just like its Motion for approval of a GTE/AT&T contract submission--will further Sprint's efforts to negate the Commission's decisions in this case and squander all of the effort and expense GTE and the Commission have invested in this arbitration. Granting the request for stay to accommodate Sprint's attempt to elect the GTE/AT&T agreement will likewise subvert the negotiations process envisioned by the Act, require the Commission to ignore its own rules for identification and resolution of issues, condone Sprint's failure to negotiate conforming language in accordance with the arbitration Order, and ignore Sprint's obligation, under the Act, to cooperate in good faith with both GTE and the Commission in the negotiation and arbitration.

For a more detailed exposition of these undesirable consequences of granting Sprint's stay, GTE refers the Commission to GTE's attached Opposition. As GTE pointed out there, other state Commissions have denied Sprint requests similar to those it has made here, emphasizing, among other things, Sprint's bad faith, and the time and expense that would be have been wasted if Sprint's request were granted. GTE has attached those decisions to this filing as Exhibits B through D.

B. A Stay Will Cause the Commission to Violate the Act

Under Section 252(e)(4) of the Act, if the Commission fails to approve or reject an arbitrated agreement within 30 days after its submission, the agreement will be deemed approved. Sprint contends that the Commission is not bound by this provision because "the parties continue to disagree over their interpretations of the Commission's arbitration

order in this proceeding" such that "there will be no joint submission of a proposed agreement" as contemplated by the Act (Requested Amendment at 4) Sprint's assessment of the Commission's responsibilities under the Act is wrong

First, parties' differing interpretations of arbitration orders does not excuse the Commission from complying with the decision making window established in Section 252(e)(4) As the Commission has made abundantly clear, in this case and in all other completed arbitrations, "If the parties cannot agree to the language of the agreement, each party should submit its version of the agreement within 30 days after issuance of the arbitration order" The Commission will then choose the language that best comports with the Order (Order at 64) A joint submission of contract language is not mandatory under this Commission's procedures established pursuant to the Act, and the lack of a joint filing will not excuse the Commission from its responsibility to timely approve an arbitrated agreement

Second, as GTE pointed out in its Opposition, Sprint refused to negotiate language to conform the GTE/Sprint form of agreement to the Order in this case Instead, it represented as conforming certain language taken from GTE's arbitration with AT&T (See Attachment No 1, included with Sprint's contract submission of March 28, 1997) Although GTE presented its proposed language to Sprint, Sprint declined to comment upon it, and so GTE was compelled to unilaterally present this language As such, it cannot be said that "the parties continue to disagree over their interpretations of the Commission's arbitration order in this proceeding" Because Sprint would not discuss conforming language for an arbitrated GTE/Sprint contract, the parties never even had the opportunity

to find out if they truly disagreed in their interpretations of the rulings in the Order. Now, however, Sprint is attempting to use its own refusal to jointly submit GTE/Sprint contract language as a way to manipulate the time lines and Commission duties under the Act. GTE is confident the Commission will not risk violating the Act by accepting Sprint's self-serving interpretation of it.

Third, Sprint argues that a stay will protect the Commission and the parties "from expending any further time and efforts on an inoperative agreement." But the agreement will be "inoperative" only because Sprint has vowed not to utilize any "separate Sprint/GTE agreement" the Commission approves in this arbitration. (Amendment Request at 3.) The approved, arbitrated agreement will not be inoperative from the standpoint of GTE or this Commission. Sprint's decision to operate or not to operate under a GTE/Sprint arbitrated agreement is immaterial to the Commission's duty under the Act to approve a final agreement in this arbitration.

Under Section 252 of the Act, the Commission must approve an agreement that is the product of this arbitration and it must do so within 30 days of submission. If it accepts Sprint's invitation to grant a stay so that Sprint can attempt to elect the AT&T/GTE contract, the Commission will violate not just the timing requirements of section 252(e)(4), but the more fundamental obligation to approve an agreement specific to this GTE/Sprint arbitration. As GTE discussed in its Opposition, GTE's contract submission is the only one before the Commission that is the result of negotiation and arbitration between GTE and Sprint. It is thus the only one the Commission can approve in accordance with the Act.

C. A Stay Will Harm GTE.

Sprint asserts that "GTE will not be prejudiced or harmed by a stay." This is not true. The stay is sought for the explicit purpose of ensuring Sprint's ability to elect the GTE/AT&T agreement and thus allow Sprint to repudiate all the agreements reached in negotiations with GTE and to reject the results of this arbitration. The Commission has issued an Order in this case, and GTE is preparing to provide Sprint service under that Order. GTE has already discussed the enormous waste of resources that will occur if Sprint is permitted to abandon this arbitration at this final stage. (See Ex. A.) Any Commission action that will further this Sprint objective will most certainly harm GTE, as well as the Commission. Given Sprint's extreme tactics in this posthearing, postdecision phase of this proceeding, it is, moreover, astonishing that Sprint tries to justify a stay on the ground that it will save the Commission and GTE time and resources. (Requested Amendment at 3.)

D. Sprint's Planned Election Would Likely Fail.

Sprint asserts that the stay is necessary to accommodate Sprint's planned election of the contract that will be approved in the GTE/AT&T arbitration. (Amendment Request at 3.) Sprint believes that Section 252(i) of the Act entitles it to adopt the GTE/AT&T contract. (Id. At 2.) Because Sprint has not yet attempted any election, the issue of whether Sprint does, in fact, have a right to choose another contract is not before this Commission. This election controversy may well be resolved in the courts. Nevertheless, a brief exposition of the flaws in Sprint's position on elections will help

confirm the imprudence of granting a stay that is intended to serve the ultimate goal of electing another contract.

(1) Sprint's reliance on Section 252(i) to claim an unrestricted right to elect the GTE/AT&T agreement under the circumstances of this proceeding is misplaced because the scope of this Section and the time frame accorded to a carrier to adopt other LEC agreements remain unsettled. In conjunction with its August decision implementing the Act, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Dkt. 96-98 (Aug. 8, 1996), the FCC issued Rule 51.809, entitled "Availability of provisions of agreements to other telecommunications carriers under section 252(i) of the Act." The Eighth Circuit Court of Appeal has, however, stayed the pricing provisions of the FCC Order, including Section 51.809.

(2) Any right to election is exclusive of arbitration. Sprint chose to engage GTE in negotiations and to initiate a full arbitration proceeding, which is now concluded but for contract approval. It cannot, consistent with the Act and the Commission's procedures, repudiate this entire process and instead opt for another carriers' contract. (See Ex. A.) Further, Sprint's concept of an unfettered right of election would allow it to disavow one after another of elected agreements until no more remained. Section 252(i) was not intended to be used as a means of subverting binding agreements.

(3) The Commission can't be sure Sprint will even attempt the planned election that is the basis for the stay request. Several nonarbitrated but disagreed provisions will be deleted from the contract as approved. Sprint may well decide the final contract does not suit its purposes and decline to attempt any election. Sprint's past behavior in negotiations

and in this posthearing phase of the arbitration demonstrate a marked propensity to change positions, so dropping the election strategy would not be surprising. In any case, it is certain that any election Sprint does try will be contentious. The Commission should be wary of taking any action--let alone the extreme action of a stay--based on Sprint's assurances that it will make an election, and that that election will be automatically effective.

(4) The Commission's decision in the GTE/AT&T arbitration has been submitted for review in federal court. This review casts further doubt on the likelihood that the GTE/AT&T agreement will be implemented as approved by the Commission and thus, on Sprint's desire and ability to effectively elect the GTE/AT&T contract.

III. Conclusion

GTE urges the Commission to dismiss Sprint's Requested Amendment, as well as the underlying Motion. There are ample procedural grounds for the Commission to do so. This approach would save the Commission the valuable time and effort necessary to consider and rule on the merits of Sprint's filings.

If, however, the Commission feels obliged to consider Sprint's substantive arguments for a stay, the Commission should nonetheless deny the stay request for all the reasons GTE set forth above.

Finally, GTE renews its request for the Commission to approve the proposed contract GTE submitted in this docket on March 27, 1997

Respectfully submitted on April 11, 1997

By _____

Anthony Gillman
Kimberly Caswell
Post Office Box 110, FLTC0007
Tampa, Florida 33601
Telephone 813-483-2615

Attorneys for GTE Florida Incorporated

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications Company Limited Partnership for Arbitration of Proposed Interconnection Agreement with GTE Florida Incorporated Pursuant to the Telecommunications Act of 1996	Docket No. 961173-TP Filed: April 9, 1997

GTE FLORIDA INCORPORATED'S OPPOSITION TO SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S MOTION FOR APPROVAL OF AGREEMENT AND ORDER DIRECTING EXECUTION OF AGREEMENT

GTE Florida Incorporated (GTE) asks the Commission to deny the Motion for Approval of Agreement and Order Directing Execution of Agreement that Sprint Communications Company Limited Partnership (Sprint) filed on March 28, 1996.

Sprint and GTE have proposed separate contracts in this proceeding. GTE's contract consists of: (1) language Sprint and GTE negotiated and agreed to outside of arbitration;[1] and (2) language conforming the contract to the Commission's rulings in this arbitration between Sprint and GTE.

Sprint's proposed contract consists of: (1) language AT&T and GTE negotiated and agreed to outside of arbitration, (2) language conforming the contract to the Commission's rulings in the arbitration between AT&T and GTE, and (3) language the Commission deleted from AT&T's proposed contract in its arbitration with GTE.

---

[1] GTE understands that Sprint agreed to some of this language in recognition of GTE's stated obligation to file contracts in compliance with arbitration orders by various state commissions. GTE further understands that Sprint negotiated the language because of its desire for input into the contract filing, but that Sprint would not jointly submit the language because of its change in position that it would seek to adopt the AT&T/GTE contract.

The contract Sprint has submitted, then, has nothing to do with this arbitration. Indeed, Sprint's proposed agreement was not even approved in the AT&T/GTE arbitration. There is thus no basis for the Commission to grant Sprint's Motion. In fact, Sprint itself does not claim a right to the AT&T/GTE agreement under the Telecommunications Act of 1996 (Act), Florida law, or any other authority. It simply complains that GTE has, in Sprint's view, unreasonably refused to accept Sprint's proposal to use the AT&T document as the basis for Sprint's agreement with GTE. What Sprint fails to understand is that GTE has no obligation to accept <u>any</u> Sprint position during negotiations, just as Sprint has no obligation to accept any GTE position. The nature of negotiations is not fiat, but compromise. Sprint's Motion is nothing more than an attempt to use the Commission's muscle to force GTE to accept a Sprint proposal GTE rejected months ago in negotiations. Approving Sprint's proposed contract would thus irretrievably subvert the negotiations process envisioned by the Telecommunications Act of 1996 (Act), as well as nullify this entire arbitration proceeding. It would require this Commission to ignore its own arbitration order, its procedural rules, and the Act's requirement of good faith negotiation.

The only option consistent with the Commission's procedures and rulings in this arbitration is to approve GTE's proposed agreement. That agreement includes language that conforms to the Order in this case and language that GTEFL and Sprint agreed upon.

To help put Sprint's contentions about its negotiations with GTE into the proper perspective, Sprint has attached (as Exhibit A) the affidavit of Laurel L. Parr, who led GTE's negotiations with Sprint at the national level.

A. Sprint Asks the Commission to Violate Section 252 of the Act and the Commission's Own Procedural Requirements

The arbitration process is governed by Section 252 of the Act and this Commission's established procedures implementing that Section. Sprint's request ignores these mandates, thus asking the Commission to undermine the integrity of the entire arbitration process Sprint itself set in motion.

Section 252 of the Act prescribes three ways a competitive local exchange carrier (CLEC) may obtain an interconnection agreement with an incumbent local carrier (ILEC). First, carriers may engage in negotiations to arrive at a voluntarily agreed to interconnection agreement. (Section 252 (a).) Second, if the parties cannot reach a voluntary agreement, they may seek binding arbitration on those issues on which they cannot agree. (Section 252 (b).) Third, a CLEC may purchase interconnection services or network elements from an ILEC under an interconnection agreement between an ILEC and another CLEC. (Section 252 (i) [2])

In this case, Sprint sought to negotiate an agreement with GTE under Section 252 (a). In the course of those negotiations, GTE and Sprint settled many of the issues between them. Nevertheless, GTE and Sprint could not agree on all issues and Sprint petitioned this Commission for arbitration under Section 252 (b).

---

[2] It should be noted that the Act does not explicitly allow (nor should it be construed to allow) a CLEC to breach an agreement adopted by negotiation under Section 252 (a) or an agreement adopted through binding arbitration under Section 252 (b) in order to take services under another CLEC's interconnection agreement pursuant to Section 252 (I). Contrary to Sprint's apparent understanding, (Motion at 2), no GTE witness has ever testified that Sprint has an unfettered right to obtain another company's agreement after an entire arbitration has been completed and an order issued.

The issues for which Sprint sought arbitration were fewer than those brought by AT&T in its arbitration with GTE and to some extent narrower in scope. Sprint ultimately sought resolution of only 10 issues, while the Commission was asked to resolve 31 issues in GTE's arbitration with AT&T. GTE and Sprint thus settled many issues that had not been settled with AT&T, several even after the arbitration began, as Sprint's own Prehearing Statement indicates. (See Sprint Prehearing Statement at 9-10, 12.) To this end, the Staff's Recommendation in this case reflects that 16 issues were "withdrawn or stipulated." (Staff Rec., Jan. 13, 1997, at 7.)

For instance, the operations support systems (OSS) issues that figured prominently in the AT&T arbitration were resolved between Sprint and GTE during the hearing itself. Other examples of issues removed from arbitration included access to poles and rights-of-way, access to GTE's directory assistance database; and collocation and cross-connect terms and conditions. In the OSS and other instances, the settlement reached by GTE and Sprint did not comport with the Commission's decision in the AT&T arbitration.

Under Section 252 (b), the CLEC must specify all unresolved issues in its petition to the Commission. The Commission under Section 252 (b)(4) must limit its consideration of any petition to the issues set forth in the petition and in the response filed thereto. This federal mandate reinforces this Commission's longstanding procedures which require parties to explicitly identify and state their position on the issues they want resolved in the proceeding, both before and after the hearing. (Commission Rules 25-22.038, 25-22.056.) In fact, the Commission's Rules admonish that "Any issue or position not included in a post-hearing statement shall be considered waived." (Commission Rule 25-22.056((3)(a).)

As a regular participant in dockets at this Commission, Sprint is well aware of these Rules and procedures. But now, well after extensive proceedings on the issues identified for hearing, briefed by the parties, and decided by the Commission, Sprint asks the Commission, in the context of submitting an interconnection agreement, to decide that Sprint should be allowed to incorporate all the issues AT&T arbitrated, but that Sprint did not. Sprint's request, if granted, would thus violate Section 252 (b)(4) and this Commission's own procedural requirements. Sprint has waived its right to bring these issues before the Commission. The agency cannot lawfully approve Sprint's attempt to effectively negate the outcome of its own arbitration, not to mention months of negotiations with GTE.

B. Sprint Has Violated the Arbitration Order

Under the Order, the parties are to submit an agreement consisting of (1) agreed-upon language produced through negotiation and (2) language memorializing the Commission's arbitrated Order. (Order at 60-64.) With regard to this second category, if the parties cannot agree on appropriate implementing language, the Commission will choose among the competing proposals. (Order at 64.)

Sprint has refused to even try to negotiate language conforming the GTE/Sprint contract to the Order. GTE submitted its proposed language on arbitrated issues to Sprint on March 24, 1997. Sprint refused to comment on this language or to propose to GTE any other language. GTE was not surprised at Sprint's failure to respond to GTE's proposed

conforming language, since Sprint had earlier unilaterally rejected the GTE/Sprint contract the parties had spent months negotiating. (See Ex. A.) The language Sprint submitted as "conforming" is nothing more than the language the Commission approved for the issues arbitrated in the AT&T/GTE case.

Sprint's refusal to even discuss language conforming to the Order in this arbitration with GTE violates that Order, which contemplates that the parties will at least try to agree on language implementing the Commission's arbitration rulings in this proceeding. (Order at 64.) GTE's experience in post-hearing negotiations with AT&T and MCI proves that joint drafting of conforming language has generally been quite successful. Sprint's tactics here have prevented the parties from reaching similar agreement on conforming language, thus adding to the Commission's already heavy workload in determining appropriate contract language.

More fundamentally, the Commission has prescribed no category for review of language that was neither arbitrated nor negotiated by the parties. Yet most, if not all, of Sprint's proposed contract is such language.

The language Sprint has presented as conforming to the Order in this case should not be accepted as such, because it has been lifted from the AT&T/GTE arbitration, and, as noted, Sprint made no attempt to negotiate language conforming the GTE contract with the Order. Even if, however, the Commission accepted all of Sprint's proposed conforming language, there would be nothing else in its contract. That is because none of the remaining provisions--the bulk of the contract--were the product of negotiation with Sprint. As explained above, Sprint threw out all of the language it had negotiated with GTE,

submitting instead language that it represents as approved by the Commission in the AT&T/GTE arbitration. (Motion at 3.)

The Commission has repeatedly made clear that it will not approve language concerning issues that were not arbitrated or resolved by the parties. It will, instead, eliminate such language from the contract as approved. (See, e.g., Staff Recs. in Docket 960847-TP at 5; 960846-TP at 5); 960980-TP, all approved by the Commission. Order numbers PSC-97-0309-FOF-TP (March 21, 1997), PSC-97-0300-FOF-TP (March 19, 1997.) Thus, the Commission must reject all of the language Sprint borrowed from the AT&T/GTE contract.

Denial of Sprint's request is doubly necessary because much of the language Sprint has presented was never even approved by the Commission in the AT&T/GTE arbitration. Sprint claims that it has submitted "the AT&T/GTE agreement, as filed with the Commission, reflecting the most current changes as approved by the Commission." (Motion at 3.) That is not true. The Commission deleted from the AT&T/GTE contract scores of provisions that concerned issues that were not arbitrated or successfully negotiated by GTE and AT&T. (See Staff Rec. In Dkt. 960847-TP at Ex. B.) Sprint has now resurrected the language AT&T proposed for these sections--and that the Commission rejected--and presented it to the Commission in this case. Thus, Sprint does not want the agreement AT&T got--it wants an even better one. Since the Commission did not approve AT&T's language when AT&T proposed it in its own arbitration with GTE, there is certainly no reason to accept that same AT&T language as proposed by Sprint in this arbitration.

C. Sprint's Abandonment of Its Arbitration Shows Bad Faith

Sprint's Motion and associated actions demonstrate its intention to effectively abandon the arbitration process that it initiated. Nothing in the Act, or, for that matter, this Commission's procedures, allows for such unilateral abandonment of the arbitration process, especially at this late stage when the order has been issued and only the approval process remains. In fact, Sprint's refusal to continue negotiations or cooperate further in this arbitration process could well be considered a violation of the good faith obligations of the Act. Section 252(b)(5) states:

> The refusal of any other party to the negotiation to participate further in the negotiations, to cooperate with the State commission in carrying out its function as an arbitrator, or to continue to negotiate in good faith in the presence, or with the assistance, of the State commission shall be considered a failure to negotiate in good faith.

As GTE explained above, Sprint has refused to negotiate conforming language, as directed by the Commission, it has ignored this Commission's established arbitration procedures; and it has ended negotiations with GTE and declined to even submit the language it and GTE had already drafted to resolve non-arbitrated issues. Sprint's Motion, in effect, asks the Commission to condone this extreme behavior.

The Commission should reject this request, as the Washington Utility and Transportation Commission did when it denied a similar Sprint motion:

> The Act does not provide for the unilateral abandonment of the approval process by a party to the arbitration. The fact of the matter is that GTE has filed a proposed agreement based upon negotiation and arbitration between the parties. The Act mandates that the Commission take action to approve the agreement which has been filed. GTE's argument that the negotiations and arbitration which were conducted between the parties imposed a substantial cost on GTE is well taken. The Commission has incurred

> substantial costs over the course of this proceeding as well. The Commission agrees with GTE that an abandonment of the approval process by either party is contrary to the parties' obligation to "negotiate in good faith". (§ 252 (b)(5)).

In the Matter of Sprint Communications Company and GTE Northwest Incorporated, No UT-960348 (Wash. Util. & Trans. Comm'n, filed September 25, 1996, at pages 3-4)

The Texas Public Utility Commission likewise was unpersuaded by Sprint's arguments that "linking the filing in the instant [Sprint] case to approval of the AT&T interconnection agreement is appropriate, in light of the time, effort and expense already expended in this [Sprint] proceeding, or that it is foreseeably dispositive of this matter." (Order No. 16 in Dkt. No. 16476, Denying Motion for Extension of Time for Filing Interconnection Agreement, at 1-2 (Mar. 5, 1997).) The Virginia State Corporation Commission denied a similar Sprint request to tie the GTE/Sprint contract filing to approval of the GTE/AT&T contract. (Order Denying Motion, Case No. PUC960131 (Mar. 20, 1997.)

As these decisions confirm, granting Sprint's request in this case would set precedent inconsistent with prudent public policy and the Act's preference for negotiation as a means of ordering competitive relationships.

The arbitrations under the Act have imposed an unprecedented strain on GTE's resources, and GTE believes the Commission's resources have been also been severely taxed. Sprint has engaged GTE in protracted negotiations and convened an arbitration proceeding complete with the Commission's full procedural complement--issues identification and prehearing conferences, prehearing statements, prefiled testimony and exhibits, discovery, evidentiary hearings, briefing, an arbitration order, and contract review

and approval. The time and expense invested in this process by both GTE and the Commission are staggering; these burdens are exacerbated by the fact that both the Commission and the Company have been compelled to participate in numerous other arbitrations at the same time.

Allowing Sprint to now disavow the results of this arbitration and instead obtain a contract that has nothing to do with this arbitration (and that has not been approved in any other arbitration either) would set precedent that sanctions gaming of the regulatory process and ignores the Act's good faith negotiation standard. GTE is confident that the Commission will not accept such behavior by Sprint or any other company.

D. Conclusion

Sprint's failure to comply with the Act, the Commission's Order and its procedures leaves the Commission with no option other than to deny Sprint's Motion and instead approve the contract GTE has submitted. In accordance with the Commission's instructions, GTE's contract consists of language that was negotiated and agreed to by Sprint and GTE and other language memorializing and implementing the Commission's rulings in this arbitration.

Respectfully submitted on April 9, 1997.

By: _____

Anthony Gillman
Kimberly Caswell
Post Office Box 110, FLTC0007
Tampa, Florida 33601
Telephone: 813-483-2615
Attorneys for GTE Florida Incorporated

EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications Company Limited Partnership for Arbitration of Proposed Interconnection Agreement with GTE Florida Incorporated Pursuant to the Telecommunications Act of 1996	)	Docket No. 961173-TP
	)	Filed:

AFFIDAVIT OF LAUREL L. PARR

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, Laurel L. Parr, sworn under oath, depose and say as follows:

I am employed by GTE Telephone Operations (GTE) as Manager - Local Interconnection, with responsibility for the negotiations with Sprint Communications Company (Sprint) for local exchange service interconnection, resale, and unbundling agreements in the 28 states Sprint has requested negotiations for such agreements. The following statements are made of my personal knowledge, and if called as a witness herein, I would testify in accordance herewith.

1. GTE began its negotiations with Sprint for interconnection as early as January 1996, and I began meeting with Sprint in approximately April 1996, and I have been working full time on these negotiations since then.

2. While Sprint had provided its own draft of an interconnection agreement during the negotiations and the arbitration process, the parties agreed that the GTE form of contract was more comprehensive and the structure more readily adaptable as a baseline for an agreement between our companies. Thus, we both agreed that the GTE form of contract should be used to develop our interconnection agreement. While

the GTE model contract was used as the starting point, it has been significantly altered to reflect the agreements we have reached during the negotiations process.

3. In the September, 1996 time frame, the parties began the development of contract language for the issues which the parties had reached agreement outside of arbitration. As a result of these negotiations, the parties reached agreement on contract language for essentially all the issues resolved short of the issues presented for decision to the Commission in the Florida arbitration. The reduction of the joint issues list submitted to the Commission during the proceedings from 26 arbitrable issues to just 10 is evidence of the parties' negotiating, stipulation, and agreement on various issues. For the California and Michigan contracts we likewise agreed to language reflective of the arbitration decisions.

4. In mid-December, John Ivanuska from the Sprint negotiating team indicated that he was spending a significant amount of time reviewing drafts of the GTE/AT&T contract and suggested that we consider using that draft as the baseline contract for our California contract. I indicated that it would take more time to start over using the AT&T/GTE contract as a baseline than to continue using the GTE/Sprint contract, and that GTE was not in agreement to all the language in the AT&T/GTE draft contract. Mr. Ivanuska agreed to continue using the GTE/Sprint contract.

5. On or about the first week of January 1997, Sprint submitted a draft of the GTE/Sprint contract with significant amounts of additional language included from the GTE/AT&T contract and from Sprint itself which covered new issues not raised in the negotiations.

6. In our negotiations during the week of January 6, 1997, the parties

completed agreement on language incorporating the issues settled outside of the arbitration. During the rest of the month, the parties resolved contract language for other issues raised by Sprint during the first part of January.

7. On February 17, 1997, Sprint indicated in a letter that it intended to now pursue obtaining the AT&T contract rather than continue negotiating a GTE/Sprint contract. Furthermore, Sprint requested that GTE negotiate changes to the AT&T/GTE contract that would customize the contract to incorporate the past GTE/Sprint stipulations, specific business practices and the Sprint/GTE arbitration decision.

8. Sprint has refused to negotiate language to the GTE/Sprint Agreement to reflect the Commission's decision in its Order number PSC-97-0230-FOF-TP (Order) in this proceeding.

9. In compliance with the Commission's Order, GTE has included language in the GTE/Sprint contract that it filed reflecting the arbitration decision. This was submitted to Sprint for concurrence, but Sprint has refused to discuss including this language in this contract.

Further Affiant sayeth naught.

Laurel L Parr

LAUREL L. PARR

Subscribed and sworn to before me this 8th day of April, 1997.

Melinda K. Powders

Notary Public, State of Texas

My commission expires: 8/2/99

MELINDA K. POWDERS
MY COMMISSION EXPIRES
August 2, 1999

EXHIBIT B

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for Arbitration of an Interconnection Agreement Between SPRINT COMMUNICATIONS COMPANY L.P. and GTE NORTHWEST INCORPORATED Pursuant to 47 USC Section 252.	)	DOCKET NO. UT-960348 ORDER DENYING REQUEST FOR EXTENSION OF TIME TO FILE INTERCONNECTION AGREEMENT

The Arbitrator's Report and Decision, dated January 17, 1997, in this matter directed the parties to file an agreement with the Commission within 30 days pursuant to 47 USC § 252(e) of the Telecommunications Act of 1996 ("Act"), and the Commission's Interpretive and Policy Statement, Docket No. UT-960269 (June 27, 1996). On the due date, February 18, 1997,[1] Sprint Communications Company L.P. ("Sprint") filed Motion for Extension of Time to File Interconnection Agreement ("Agreement"). Also on that date, GTE Northwest Incorporated ("GTE") filed Interconnection, Resale, and Unbundling Agreement Between GTE and Sprint.

A teleconference was conducted between the parties and Arbitrator Larry Berg on the afternoon of the due date to discuss Sprint's request. Arbitrator Berg notified the parties that the Commission granted a temporary extension of time in order for the parties to fully present their respective positions with regards to the issues raised in Sprint's motion and to whether good cause for a continuance had been established. Written comments were requested to address the impact of Sprint's stated intent to request the terms and conditions of the AT&T-GTE arbitration agreement under Section 252(i) of the Act, once the contract is approved by the Commission, on the requirements for approval of arbitrated agreements under Section 252(e). The deadline for submitting an interconnection agreement to the Commission for approval under Section 252(e) was extended until February 28, 1997, and the notice of extension was signed and filed on February 19, 1997.

GTE argues that the Commission did not issue its "temporary extension" ruling until February 19, 1997, the day after the deadline, and that GTE timely filed an agreement on February 18, 1997; therefore, there would be no point in a "further continuance" of the agreement filing date. It is readily apparent from Sprint's argument that it does not seek to continue the filing date of an agreement between GTE and Sprint per se, but that it seeks to avoid the filing and approval of an interconnection agreement arising out of the negotiation and arbitration which was

[1] The due date would have been February 17, 1997 except for the Presidents' Day holiday.

conducted between the parties in its entirety. Sprint seeks to extend the time for filing an interconnection agreement for Commission approval until there is an AT&T-GTE contract approved and available for election in its entirety, at which time Sprint proposes that the AT&T-GTE contract be approved in this proceeding as well.

Postponements, continuances, and extensions of time may be requested pursuant to WAC 480-09-440, and may be granted upon a showing of good and sufficient cause. Furthermore, requests which are not timely made must specify the nature of the circumstances which prevented making a timely request. The Sprint motion, which was made on the date of the deadline, was not timely made. Sprint states that it had communicated its intent to seek a continuance to GTE as early as February 5, 1997, that it pursued a stipulation for continuance with GTE up to the date prior to the deadline, and that the demand to respond to numerous other arbitration deadlines prevented Sprint from timely filing its request. While the Commission agrees with GTE that a heavy and demanding workload is the present day norm, rather than the exception, in this instance GTE experiences no prejudice arising out of the late request and the motion will be considered.

In its attempt to meet its burden of establishing good cause Sprint repeats its arguments that it needs parity with AT&T in order to effectively compete in state as Washington's local market opens up. Sprint also makes reference to the Arbitrator's Report and Decision wherein Sprint was denied the opportunity to request the terms and conditions of the AT&T-GTE agreement until such time that an agreement was approved by the Commission. Sprint states that it has determined that it is necessary to adopt an approved contract in its entirety once that contract has been approved by the Commission. Sprint's arguments relating to the relative merits of the proposed agreements which have been filed in this proceeding and the AT&T-GTE proceeding is not germane.

Section 252(i) of the Act establishes rights on behalf of any requesting telecommunications carrier to receive terms and conditions arising out of agreements which are approved by the Commission:

> **Availability to other Telecommunications Carriers:** A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The rights which are established by Section 252(i) are available to any "requesting telecommunications carrier" who is not a party to that approved agreement. While GTE may argue that the rights which are established by Section 251(i) are only

available to any requesting telecommunications carrier who is not a party to "an" approved agreement, this interpretation is contrary to the express language of the Act. The Commission finds no language in the Act which would otherwise restrict any telecommunications carrier to make a request pursuant to Section 252(i).

Sprint also refers to the Federal Communications Commission ("FCC") First Report and Order ("Order"),[2] and it argues that it should be permitted to obtain its statutory rights pursuant to § 252(i) on an expedited basis in this proceeding. Paragraph 1321 of the FCC Order states:

> Since agreements shall necessarily be filed with the states pursuant to section 252(h), we leave to state commissions in the first instance the details of the procedures for making agreements available to requesting carriers on an expedited basis.

At this point in time, the Commission has not established the details of the procedures for making agreements available to requesting parties on an expedited basis. The Commission finds that it is not necessary to establish the details of expedited procedures in order to determine whether Sprint has established good cause for a continuance in this proceeding. Sprint's entitlement to otherwise fully exercise its rights pursuant to § 252(i) is not prejudiced by the absence of expedited procedures because its rights have not ripened at this time.

The FCC has expressed the view that section 252(i) appears to be a primary tool of the Act for preventing discrimination under section 251.[3] Requiring the availability of agreements provides new entrants with realistic benchmarks upon which to base negotiations which furthers the Congressional purpose of increasing competition. Furthermore, as of this date it is judicially unresolved as to whether requesting telecommunications carriers will be allowed to choose among provisions of prior interconnection agreements or to accept an agreement in its entirety. There is a clear public interest to be served by approving agreements arising out of arbitrations in the State of Washington.

More importantly, Section 252(e) of the Act states:

> (1) **Approval required:** Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to

---

[2] First Report and Order, CC Docket No. 96-98, August 1, 1996, para. 1321).

[3] See FCC Order, para. 1296.

> which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

The Act does not provide for the unilateral abandonment of the approval process by a party to the arbitration. Although the deadline for the time within which to file an interconnection agreement has been extended, the fact of the matter is that GTE has filed a proposed agreement based upon negotiation and arbitration between the parties. The Act mandates that the Commission take action to approve the agreement which has been filed. GTE's argument that the negotiations and arbitration which were conducted between the parties imposed a substantial cost on GTE is well taken. The Commission has incurred substantial costs over the course of this proceeding as well. The Commission agrees with GTE that an abandonment of the approval process by either party is contrary to the parties' obligation to "negotiate in good faith". (§ 252(b)(5)).

Accordingly, the Motion for Extension of Time to File Interconnection Agreement filed by Sprint Communications Company L.P. is denied on the basis that it fails to make a good and sufficient showing. The parties are required to file an interconnection agreement with the Commission in accordance with the terms of the temporary extension which was previously granted.

DATED at Olympia, Washington and effective this 27th day of February 1997

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

STEVE McLELLAN
Secretary

EXHIBIT C

DOCKET NO. 16476

PETITION OF SPRINT COMMUNICATIONS COMPANY, L.P., FOR ARBITRATION TO ESTABLISH INTERCONNECTION AGREEMENT BETWEEN GTE SOUTHWEST, INC., AND CONTEL OF TEXAS, INC., PURSUANT TO THE FEDERAL TELECOMMUNICATIONS ACT OF 1996	§	PUBLIC UTILITY COMMISSION OF TEXAS

ORDER NO. 16
DENYING MOTION FOR EXTENSION OF TIME FOR FILING INTERCONNECTION AGREEMENT

On 13 February 1997, Sprint Communications Company L.P. (Sprint) filed its motion to extend the time for filing the interconnection agreement in the above-referenced proceeding until two weeks after the Public Utility Commission of Texas (Commission) approves an interconnection agreement between AT&T Communications of the Southwest (AT&T), and GTE Southwest, Inc. and Contel of Texas, Inc. (jointly, GTE). In support thereof, Sprint asserts that more time is needed to achieve agreement because of the complexity and difficulty of negotiations encompassing all the states in which arbitrations between the parties have occurred. Additionally, Sprint asserts its belief that, in order to achieve competitive parity, it must adopt as a whole the Commission-approved interconnection agreement between AT&T and GTE (AT&T interconnection agreement), and thus must wait until that agreement is approved.

On 19 February 1997, GTE filed its response objecting to Sprint's motion. GTE averred that it was not generally opposed to an extension of time for filing the interconnection agreement, but that it opposed linking the time for extension to the date the Commission approves the AT&T interconnection agreement, arguing waste of the time, effort and money expended in participating in the instant proceeding, and non-materialization to date of the AT&T interconnection agreement.

The undersigned administrative law judge (ALJ) agrees with GTE's position. She is not persuaded that linking the filing in the instant case to approval of the AT&T interconnection agreement is

appropriate, in light of the time, effort and expense already expended in this proceeding; or that it is foreseeably dispositive of this matter, given that the deadline for filing the AT&T interconnection agreement has been extended several times, is presently set for a future date, and may well be extended again. Accordingly, Sprint's motion to extend the time for filing the interconnection agreement in the instant proceeding until two weeks after the Commission approves the AT&T interconnection agreement is denied.

As of this date, the deadline for filing the interconnection agreement in the instant proceeding, originally set at 17 February 1997, has been extended twice, and is now set at 17 March 1997. If the parties require additional time for negotiation, their joint motion for extension, setting out a proposed date, will be entertained.

SIGNED AT AUSTIN, TEXAS the 5th day of March, 1997.

PUBLIC UTILITY COMMISSION OF TEXAS

Susan Butterick

SUSAN BUTTERICK
ADMINISTRATIVE LAW JUDGE

EXHIBIT D

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

97034 0022

DOCUMENT CONTROL
97 MAR 20 PM 4:04

AT RICHMOND, MARCH 20, 1997

PETITION OF

SPRINT COMMUNICATIONS COMPANY L.P. CASE NO. PUC960131

For arbitration of unresolved issues from the interconnection negotiations with GTE South, Inc. pursuant to § 252 of the Telecommunications Act of 1996

ORDER DENYING MOTION

On March 18, 1997, Sprint Communications Company L.P. ("Sprint") filed its motion seeking an extension of time for filing its interconnection agreement with GTE South, Inc. ("GTE"), asking that it not be required to file its interconnection contract until two weeks after approval of the interconnection contract between AT&T Communications of Virginia, Inc. ("AT&T") and GTE.

The Commission is of the opinion that the motion should be denied. Accordingly,

IT IS ORDERED THAT Sprint's motion for an extension is hereby denied.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to: Warner F. Brundage, Jr., Esquire, Bell Atlantic-Virginia, 600 East Main Street, Richmond, Virginia 23219;

Wilma R. McCarey, AT&T Communications of Virginia, Inc., 3033 Chainbridge Road, Room 3-D, Oakton, Virginia 22185; Gail D. Jaspen, Senior Assistant Attorney General, Division of Consumer Counsel, 900 East Main Street, Second Floor, Richmond, Virginia 23219; Paul Hlavac, 7 Ashbury Lane, Harrington, Illinois 60010; Roger Heflin, AT&T Communications of Virginia, Inc., 1001 East Broad Street, Suite 430, Richmond, Virginia 23219; Alexander F. Skirpan, Esquire, and John D. Sharer, Esquire, Christian & Barton, L.L.P., 909 East Main Street, 1200 Mutual Building, Richmond, Virginia 23219-3095; Anne F. LaLena, MFS Intelenet of Virginia, Inc., 8100 Boone Boulevard, Suite 500, Vienna, Virginia 22182; Robin F. Cohn, Esquire, Swidler & Berlin, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007; Paul Kouroupas, Esquire, TCG, Two Teleport Drive, Staten Island, New York 10311; Tina Pidgeon, Esquire, Drinker, Biddle & Reath, 901 Fifteenth Street, N.W., Suite 900, Washington, D.C. 20005; Sarah Hopkins Finley, Esquire, Williams, Mullen, Christian & Dobbins, P.C., P.O. Box 1320, Richmond, Virginia 23210-1320; John Antonuk, 790 Pine Tree Road, Hummelstown, Pennsylvania 17036; Eric M. Page, Esquire, LeClair Ryan, 4201 Dominion Boulevard, Suite 200, Glen Allen, Virginia 23060; Richard D. Gary, Esquire, Hunton & Williams, Riverfront Plaza, East Tower, 951 East Byrd Street,

Richmond, Virginia 23219-4074; Tom Krafcik, Liberty Consulting Group, 77 Southfield Drive, Belle Mead, New Jersey 08502; Carl Huppert, 250 West Pratt Street, Suite 2201, Baltimore, Maryland 21201; John C. Dodge, Esquire, Jones Telecommunications, Inc., 1919 Pennsylvania Avenue, N.W., Washington, D.C. 20006-3548; Christopher D. Moore, Esquire, Sprint Communications Company, 1850 M Street, N. W., Suite 1110, Washington, D.C. 20036; William L. Hanchey, Virginia Cable Television Association, 300 West Franklin Street, Richmond, Virginia 23220; Prince Jenkins, Esquire, MCI Telecommunications Corp., 1133 19th Street, N.W., Washington, D.C. 20036; David W. Clarke, Esquire, Mezzullo & McCandlish, 1111 East Main Street, Suite 1500, P.O. Box 796, Richmond, Virginia 23218; and the Commission's Office of General Counsel and Communications Division.

A True Copy
Teste

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of GTE Florida Incorporated's Opposition to Sprint Communications Company Limited Partnership's Amendment to Motion for Approval of Agreement and Order Directing Execution of Agreement in Docket No. 961173-TP were hand-delivered(*) or sent via overnight delivery(**) on April 11, 1997 to the parties listed below.

Monica Barone/Charlie Pellegrini(*)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Benjamin W. Fincher(**)
Sprint
3100 Cumberland Circle
Atlanta, GA 30339

C. Everett Boyd(*)
Ervin, Varn, Jacobs, Odom & Irvin
305 S. Gadsden Street
Tallahassee, FL 32302

Kimberly Caswell