

ORIGINAL

BEFORE
THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Wireless One Network, L.P.,)
for Arbitration of Certain Terms and Conditions)
of a Proposed Agreement with Sprint Florida,)
Incorporated Pursuant to Section 252 of the)
Telecommunications Act of 1996.)

Docket No. 971194-TP

*Wireless One Network, L.P.'s
Prehearing Statement*

William A. Adams
Dane Stinson
Laura A. Hauser
(Florida Reg. No. 0782114)
ARTER & HADDEN
10 West Broad Street
Suite 2100
Columbus, Ohio 43215
614/221-3155 (phone)
614/221-0479 (facsimile)

November 7, 1997

DOCUMENT NUMBER-DATE

11506 NOV-7 97

FPSC-RECORDS/REPORTING

Table Of Contents

I. Introduction1

II. Names of Witnesses and Subject Matter of Testimony1

III. Description Of All Exhibits and Witness Sponsoring Each2

IV. Statement of Wireless One’s Basic Position in the Proceeding.....3

V. Questions of Facts and Law at Issue in this Proceeding5

 A. Issue 1: Reverse Option6

 1. Questions of Fact6

 2. Questions of Law8

 B. Issue 2: Tandem Interconnection10

 1. Questions of Fact10

 2. Questions of Law14

VI. Statement of Each Policy Question Presented.....15

VII. Stipulated Issues15

VIII. Pending or Other Motions Upon Which Wireless One Seeks Action16

IX. Statement of Reason for Any Non-Compliance17

I. Introduction

The issues raised in this case are very narrow and focused as a result of the considerable efforts of Wireless One Network, L.P. ("Wireless One") and Sprint-Florida, Inc. ("Sprint") to negotiate an interconnection agreement prior to filing this arbitration. Wireless One and Sprint were able to resolve the vast majority of their differences through negotiation. The outstanding issues presented to the Florida Public Service Commission ("Commission") for decision are set forth in this prehearing statement in accordance with the Order Establishing Procedure (No. PSC-97-1227-PCO-TP) issued by the Prehearing Officer on October 10, 1997.

II. Names of Witnesses and Subject Matter of Testimony

A. Francis J. Heaton

Mr. Heaton will present direct and rebuttal testimony on the general background and history of Wireless One's interconnection with Sprint, including a description of the respective networks of each; Sprint's obligation to pay Wireless One reciprocal and symmetrical compensation for transporting and terminating Sprint traffic on Wireless One's network; Sprint's obligation to include the Reverse Option charge in the transport and termination rates approved in this arbitration proceeding; and the additional compensation, if any, that Sprint is entitled to receive for transporting local traffic over a larger local calling area (*i.e.*, the Major Trading Area). See Wireless One Network, L.P. Arbitration Exhibit 1.0 (Direct Testimony) and Wireless One Network, L.P. Arbitration Exhibit 1.0R (Rebuttal Testimony).

B. John Meyer

Mr. Meyer will present direct and rebuttal testimony as to the functional equivalency of Sprint's and Wireless One's networks. See Wireless One Network, L.P. Arbitration Exhibit 2.0

(Direct Testimony) and Wireless One Network, L.P. Arbitration Exhibit 2.0R (Rebuttal Testimony).

C. F. Ben Poag (as on cross-examination)

Sprint's witness, Mr. Poag, will be questioned on cross examination consistent with the lines of questioning during his deposition.

D. Sandra A. Khazraee (as on cross-examination)

Sprint's rebuttal witness, Ms. Khazraee, will be questioned on cross examination consistent with the lines of questions during her deposition which will take place prior to the hearing.

Wireless One reserves the right to call other witnesses and introduce additional testimony to the extent necessary to respond to any unanticipated witnesses or testimony that Sprint may attempt to introduce at hearing.

III. Description Of All Exhibits and Witness Sponsoring Each

The known exhibits which Wireless One currently intends to introduce as evidence in this proceeding already have been submitted to the parties and the Commission as attachments to the direct and rebuttal testimony of Francis J. Heaton. The exhibits include the following:

A. Exhibits FJH 1.1 through 1.4: Maps depicting Sprint's and Wireless One's networks, sponsored by Francis J. Heaton and attached to his confidential and proprietary prefiled direct testimony.

1. *Exhibit FJH 1.1:* A map of Sprint's tandems and end offices in the Ft. Myers LATA.
2. *Exhibit FJH 1.2 (confidential):* A map of Wireless One's tandems and end offices in its serving area.
3. *Exhibit FJH 1.3 (confidential):* A map of Wireless One's network in the Ft. Myers LATA, showing the cellular end offices that directly connect to

Wireless One's proprietary microwave transmission facilities. Some minor clerical changes will be made to this exhibit prior to hearing.

4. *Exhibit F11J 1.4 (confidential)*: A map of Wireless One's network in the Ft. Myers LATA including everything in Exhibit FJH 1.3 plus all cellular end offices connected by leased lines. Some minor clerical changes will be made to this exhibit prior to hearing.
- B. *Exhibit FJH 1.5*: Section A25 of Sprint's General Exchange Tariff, detailing the Reverse Option charge, sponsored by Francis J. Heaton and attached to his prefiled direct testimony. Sprint has offered to update this with the most current version of the tariff.
- C. *Exhibit FJH 1.6*: The Draft Commercial Mobile Radio Services Interconnection Agreement between Wireless One and Sprint, sponsored by Francis J. Heaton and attached to his prefiled direct testimony.
- D. *Exhibit FJH 1.7*: Interconnection Agreement Between Sprint-Florida, Inc. and 360 Communications Company, Docket No. 970967, sponsored by Francis J. Heaton and attached to his prefiled direct testimony.
- E. *Exhibit FJH 1.8*: Interconnection Agreement between BellSouth Telecommunications, Inc. and Vanguard Cellular Financial Corp., sponsored by Francis J. Heaton and attached to his prefiled direct testimony.
- F. *Exhibit FJH 1.9*: Deposition of F. Ben Poag, sponsored by Francis J. Heaton and attached to his prefiled rebuttal testimony.

IV. Statement of Wireless One's Basic Position in the Proceeding

Two issues are presented for determination in this arbitration proceeding: (1) whether the Reverse Option charge should be a part of the interconnection agreement and priced at transport and termination rates now that the Federal Communications Commission ("FCC") has declared an MTA-wide local calling area, and (2) whether Wireless One should receive tandem switching, transport and end office termination rates for Sprint originated calls terminating on Wireless One's network. Although there is some disagreement between the parties over the precise formulation of these issues, Wireless One proposes that the issues be set forth as follows:

Issue 1:

Now that the Federal Communications Commission has promulgated 47 C.F.R. 51.701(b)(2), should Sprint's Reverse Option charge be part of the interconnection agreement and included in local transport and termination rates, preventing the assessment of toll charges for land-to-mobile calls originating and terminating within a Major Trading Area? If so, what, if anything, should Sprint be able to charge Wireless One for costs associated with transporting local calls throughout the larger local calling area versus the traditional wireline local calling areas?

Issue 2:

Should Sprint be required to pay Wireless One tandem interconnection, transport, and end office termination rates for calls originating on Sprint's network and terminating on Wireless One's wireless network? If not, what are the appropriate elements of compensation?

As to the first issue, it is Wireless One's position that the Reverse Option charge is, and always has been, a term of interconnection between Sprint and Wireless One since the inception of Commercial Mobile Radio Service ("CMRS") by Wireless One's predecessor in interest. This charge originally was instituted so that Sprint could recover from Wireless One the cost of Sprint's originating access for calls placed over traditional toll routes within the Ft. Myers LATA and terminated on Wireless One's network. The FCC's expansion of the local calling area for CMRS calls to include the entire Major Trading Area ("MTA") requires that Wireless One's compensation to Sprint for the intraMTA exchange of traffic be based upon transport and termination charges only. Therefore, the intraMTA Reverse Option charge must be repriced and included in the transport and termination rates approved in this proceeding. To the extent that Sprint incurs additional costs to transport calls over an expanded local calling area, the additional compensation to which it is entitled, if any, should consist of the current Reverse Option charge minus the access charge component. This additional charge is equal to \$0.00294 per minute of

use. In the alternative, Wireless One would be willing to incorporate the \$0.004 per minute of use "additive rate" contained in the BellSouth/Vanguard interconnection agreement, subject to true up as that agreement provides. The Reverse Option tariff rate would continue to apply to interMTA traffic exchanged between the two networks. Because the Reverse Option would be part of the interconnection agreement, Sprint would be recovering its costs related to providing the traffic in the interconnection relationship with Wireless One, as it has always done in the past. As a result, Sprint would not also be able to collect a toll charge for that traffic from its customers.

As to the second issue, it is Wireless One's position that its wireless network is functionally equivalent to Sprint's traditional wireline tandem/transport/end office hierarchy and that it is entitled to be compensated at Sprint's tandem, transport, and end office rates for transporting and terminating Sprint originated calls at its wireless tandem office. Sprint has focused the determinative question on this issue to be whether Wireless One's end office are functionally equivalent to Sprint's end offices. On this narrower issue, Wireless One submits that the only distinctions between the parties' end offices are necessitated by the fundamental differences of providing wireless versus wireline communications services to their end users. These fundamental differences do not alter the fact that the end offices of both parties provide the only means by which a call may be originated by or terminated to an end user and, thus, that they are functionally equivalent.

V. Questions of Fact and Law Which Wireless One Believes are at Issue in This Proceeding

In this section, Wireless One for clarity is organizing the factual and legal questions under each of the issues set forth in the prior section. This is being done to make Wireless

One's discussion flow more smoothly and its positions more understandable. Wireless One believes that the following discussion lists all questions of material fact and law that need to be resolved in this proceeding. Although this discussion sets forth the material issues in dispute at this time, Wireless One reserves the right to address all questions of fact and law at hearing and on brief.

A. Issue 1: Reverse Option

Now that the Federal Communications Commission has promulgated 47 C.F.R. 51.701(b)(2), should Sprint's Reverse Option charge be part of the interconnection agreement and included in local transport and termination rates, preventing the assessment of toll charges for land-to-mobile calls originating and terminating within a Major Trading Area? If so, what, if anything, should Sprint be able to charge Wireless One for costs associated with transporting local calls throughout the larger local calling area versus the traditional wireline local calling areas?

1. Questions of Fact

a. Witness:

Francis J. Heaton will address this issue.

b. Wireless One's Position:

Wireless One has always elected Sprint's Reverse Option charge for land-to-mobile call completions. It has been in place consistently since the initial physical interconnection of the two networks. Sprint has never charged its customers an intral.ATA toll charge for any land-to-mobile calls since cellular operations commenced in 1990. The Reverse Option charge is part of the same mobile services section of Sprint's tariff that has governed the rest of the parties' interconnection relationship over the years, is an integral part of the interconnection relationship, and should be included with the other terms and conditions of the interconnection relationship

that now will be governed by agreement rather than tariff. As such, the Reverse Option for intraMTA calls must be repriced at transport and termination rates.

It is Sprint's position that the Reverse Option charge is not a term of interconnection, but that Wireless One chooses the Reverse Option charge in lieu of extending its facilities to Sprint end offices, which would afford Sprint customers the ability to place a local call to Wireless One customers. Sprint's allegations simply are untrue. Wireless One does maintain direct two-way end office interconnections with Sprint. Learning of these connections for the first time during his deposition, Mr. Poag created Sprint's alternative argument that Sprint does not send any traffic over these interconnections because Wireless One does not have locally rate centered NXX codes in certain wireline local calling areas. This argument is also without merit and ignores that Sprint simply may reprogram its switches to recognize Wireless One's NXX codes over all of the end office interconnections. The provision of such "distributive NXX codes" would allow land-to-mobile calls from a Sprint exchange with a Type 2B end office interconnection to Wireless One to be terminated over the end office interconnection and allow for the traffic to be transported by Wireless One to its customer, wherever located. Thus, Sprint's own actions, or inaction, has prevented the Sprint from terminating calls at Wireless One's end offices, with the ulterior motive to require Wireless One to pay the Reverse Option charge.

The basis upon which the Reverse Option charge must be included in transport and termination rates is a legal issue explained in more detail below. However, the level of that charge is a factual question. If the Commission determines that Sprint should receive compensation for transporting calls over the larger local calling area (considering that the FCC has expanded the local calling area to include the entire MTA), this additional compensation

must be fixed at \$0.00294 per minutes of use. This rate represents the current Reverse Option tariff rate of \$0.0588 per minute of use, less the current cost of originating access. Alternatively, Wireless One would be willing to incorporate the \$0.004 per minute of use "additive rate" contained in the BellSouth/Vanguard interconnection agreement, subject to true up as that agreement provides.

2. *Questions of Law*

Two legal questions are raised by this issue. The first is whether the Commission should consider the Reverse Option charge in this proceeding. Sprint maintains that the pricing of the Reverse Option charge is the proper subject of a subsequent proceeding. However, it is Sprint that raised this issue in its Response to Wireless One's Petition for Arbitration. Because Sprint has raised this issue of revenue recovery in its Response, it is an issue ripe for determination in this proceeding which the Commission must now address. See 47 U.S.C. §§ 252(b)(2), (3) and (4) (The petition for arbitration and the response thereto frame the appropriate issues for the Commission's consideration in an arbitration proceeding.)

As explained above, the Reverse Option charge is inextricably linked to the terms and conditions of Wireless One's interconnection with Sprint. Wireless One Exhibit 2.0R at 14, *et seq.* Wireless One historically has paid Sprint, as a term of interconnection, originating access charges through the tariffed Reverse Option for delivering land-to-mobile toll calls to it throughout the Ft. Myers LATA. Now that the FCC has replaced these access charges with local interconnection rates for intraMTA calls, the Reverse Option charge should be included within the transport and termination charge. Sprint's recovery of these charges through such rates, rather than under the tariffed Reverse Option, falls squarely within the scope of this arbitration proceeding and does not impermissibly intrude upon the Commission's intrastate tariffing

authority. Indeed, inclusion of Wireless One's Reverse Option obligation in the interconnection agreement does not affect Sprint's state-approved tariffs any more than replacing the present tariff rates for mobile-to-land terminations with lower rates in the same interconnection agreement for which revenue recovery has not been cited as an issue. The relationship between Sprint and Wireless One simply is being modified from one based on tariff to one based on contract. Moreover, the Reverse Option tariff rate still will apply to Sprint's calls terminated on Wireless One's network on an interMTA basis.

The second question is whether 47 C.F.R. § 51.701(b)(2) requires that the costs to transport and terminate an intraMTA call between a CMRS and LEC network be recovered only through transport and termination rates rather than access charges. It is Wireless One's position that all CMRS calls originated and terminated in an MTA are considered as local in nature under 47 C.F.R. § 51.701(b)(2) and that no toll charges may be assessed for such calls. This rule is supported by the Local Competition Order at ¶¶ 1036, 1043 ("[T]raffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under [47 U.S.C.] section 251(b)(5), rather than interstate or intrastate access charges.")

Sprint has recognized Wireless One's position that all intraMTA land-to-mobile calls are local and that intraLATA toll charges do not apply in other interconnection agreements. *Interconnection Agreement between BellSouth Telecommunications, Inc. and Vanguard Cellular Financial Corp.*, Docket 970228-TP (FJH Exhibit 1.8).

Even more significantly, the United States Court of Appeals for the Eighth Circuit upheld the FCC's jurisdiction to expand the LEC-CMRS local calling area and to require that LECs and

CMRS providers be reciprocally compensated for the exchange of intraMTA traffic though transport and termination charges only, citing 47 U.S.C. §§ 152(b) and 332. It stated:

Because Congress expressly amended section §152(b) to preclude state regulation of entry of and rates charged by Commercial Mobile Radio Service (CMRS) providers, see 47 U.S.C. §§ 152(b) (exempting the provisions of section 332), 332(c)(3)(A), and because section 332(c)(1)(B) gives the FCC the authority to order LECs to interconnect with CMRS carriers, we believe that the Commission has the authority to issue the rules of special concern to CMRS providers.

It is Wireless One's position that the FCC's expansion of the local calling area for CMRS calls to include the entire MTA ultimately precludes Sprint from charging toll rates for all calls originated and terminated between networks within the MTA. Just as the FCC can preempt on the access relationship, it can also change the local calling area to be the entire MTA. However, the Commission need not conclude that the state local calling area has been changed to provide the relief that Wireless One seeks, if the Commission re-prices the Reverse Option charge at transport and termination rates as the means for compensating Sprint for transporting local calls throughout the MTA.

B. Issue 2: Tandem Interconnection

Should Sprint be required to pay Wireless One tandem interconnection, transport, and end office termination rates for calls originating on Sprint's network and terminating on Wireless One's wireless network? If not, what are the appropriate elements of compensation?

1. Questions of Fact

a. Witnesses:

John Meyer is primarily responsible for addressing this issue. His testimony will be supported by Francis J. Heaton.

b. Wireless One's Position:

Sprint does not dispute that Wireless One provides transmission facilities; nor does it dispute that Wireless One's DMS250 switch performs switching functions. However, Sprint refuses to concede that the DMS250 is a tandem switch because, to do so, would admit that Wireless One has other facilities which perform end office termination functions, which is the ultimate factual question on the issue on network functional equivalency.

That the DMS250 performs tandem switching functions is indisputable. A tandem office is one that provides trunk-to-trunk interconnections to end offices, interexchange carriers' points of presence, and other carriers' tandem and end offices (collectively "the tandem interconnections"). An end office makes the connection to the end user. Wireless One's DMS250 is a tandem switch because, like Sprint's DMS200 tandem switch, it makes only the tandem interconnections and, indeed, is incapable of providing line termination to the end user on its own.

Wireless One's and Sprint's end offices are functionally equivalent because each serves the purpose of providing line termination to the end user, something which no other facility in either party's network (including the DMS200 or DMS250) is capable of doing. However, Sprint claims that the end offices are not functionally equivalent because (1) Wireless One's end offices lack a call processor, (2) Sprint is unable to terminate calls at Wireless One's end offices and (3) Wireless One's end offices are more akin to a line concentrator. Each of these unfounded contentions are rebutted below.

i. Call Processor

Because of the technological distinctions between Wireless One's wireless network and Sprint's wireline network, the call processor cannot be housed in each of Wireless One's end offices and instead must be housed at a single central location. Wireless One's and Sprint's common vendor, Northern Telecom, dictated this condition since it does not manufacture call processors for cellular offices.

The call processor may be housed in Sprint's end office because the fixed location of wireline end users enables Sprint to connect them via dedicated hardline facilities to a particular end office. By contrast, the mobile nature of a wireless end user prevents service by dedicated lines or end offices because the end user will be traveling through areas served by multiple end offices. Thus, the technology of a wireless network requires the mobile end user to "register" his or her location with a central call processor. Once that registration is made, the central call processor provides relevant information to all end offices in the end user's vicinity so that the end user may be connected to the end office in the area with the best available radio frequency for call origination and termination purposes. The wireless end office is required to originate the call, terminate the call, and provide the interface to the mobile unit for call requirements and features.

Just as these functions cannot be handled by Wireless One's DMS250 alone, Sprint's DMS200 cannot terminate a call to its wireline end users without its end offices. Whether the call processor is placed at a common central location in the wireless network, or at multiple individual locations in the wireline network, does not change the fact that the end offices of each network function to terminate calls to their respective end users. This distinction recognizes

nothing more than that a different technology must be employed to serve mobile wireless customers than fixed wireline customers.

ii. Termination at Wireless One's End Offices

Wireless One adamantly disagrees with Sprint's position that Sprint cannot terminate calls to Wireless One's end offices. Sprint could deliver traffic to Wireless One's end offices once it chooses to provide distributed NXX codes, as discussed previously, and provides the SS7 signaling necessary for call origination and termination. Because Wireless One considers its end offices to be the functional equivalent of the wireline end offices, Wireless One would charge Sprint symmetrical end office termination rates if Sprint were to terminate traffic at Wireless One's end office.

To terminate a call from a Sprint end office to a Wireless One end office, a voice path (or trunk termination) and a SS7 end-to-end signaling connection is needed. Sprint is able to provide the voice path via their end offices; however, Sprint has not equipped its Ft. Myers LATA end offices to deliver SS7 signaling, including Automatic Number Identification ("ANI"). However, it may be technically feasible to deliver the SS7 signal over the tandem interconnection, where it passes now, and send the voice traffic over the end office interconnection.

iii. Line Concentrator

Sprint's characterization of Wireless One's end offices merely as line concentrators is untrue. While a wireline network can operate without a line concentrator, a cellular network cannot operate without its end office.

The purpose of a line concentrator on Sprint's network is to enable it to provide service to a local community without 100% dedicated circuitry back to the serving end office. This "point-to-point" connecting device is functionally similar to the "remote transponders" that Wireless One uses in its wireless network as a means of serving customers beyond the reliable coverage area of the primary antennae system of its serving end office. Both mechanisms are an extension of the end office.

Sprint's interconnection to these outside service extension devices relies on the Nortel LCM (Line Concentrator Module) at the end office; whereas the Wireless One interconnection to such devices relies on the Nortel LIM (Line Interface Module) at the end office. The end offices, which provide for multi-point connectivity, are required for line termination to the end user, with or without this auxiliary equipment.

2. *Questions of Law*

Resolution of this issue of functional equivalency involves a determination of the appropriate legal standard by which to determine whether Wireless One should receive tandem interconnection, transport and end office termination rates for Sprint originated calls terminating on Wireless One's network. Sprint relies on the physical absence of various equipment and features from Wireless One's end offices that are present in Sprint's end offices to support its position that Wireless One is not entitled to the tandem switching and transport rates in this proceeding. It is Wireless One's position that such an "apples-to-apples" comparison of the two end offices runs afoul of the FCC's rules governing CMRS interconnection which explicitly provide that a non-LEC end office need not be identical to the LEC's, but only that it be an "equivalent facility." See 47 C.F.R. §§ 51.701(c) and 51.701 (d). In this vein, the FCC specifically recognized in its order adopting these rules that wireless networks may perform

functions equivalent to those performed by the traditional tandem/transport/end office hierarchy of an incumbent LEC's network and, thus, that wireless providers could be entitled to the LEC's tandem, transport and end office rates for terminating calls originating on the LEC's network. See *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 (August 8, 1996) ("Local Competition Order"), ¶ 1090.

Wireless One's position is that its network is functionally equivalent to Sprint's traditional transport/tandem/end office hierarchy (pursuant to 47 C.F.R. § 51.701(c) and (d)) and that it is entitled to receive reciprocal and symmetrical tandem interconnection, transport and end office termination rates from Sprint pursuant to 47 C.F.R. § 51.711(a)(1) when Sprint is terminating traffic to Wireless One's tandem. As stated previously, if Sprint were to terminate traffic to Wireless One's end offices, Wireless One would only charge the end office termination rate.

VI. Statement of Each Policy Question Presented

Wireless One submits that questions of policy are not involved in the Commission's resolution of this arbitration proceeding and asks merely that the Commission apply the Telecommunications Act of 1996 in accordance with FCC's rules that are applicable to the provision of CMRS service.

VII. Stipulated Issues

Except for the issues presented in this proceeding, the parties have negotiated and, thus, stipulated to the remaining terms and conditions of the proposed interconnection agreement for which they seek approval in this case. As to the remaining issues, each party has proposed language for the Commission to adopt to effectuate their respective positions in this proceeding.

The Commission, depending on its analysis and resolution of these issues, has the discretion to adopt a party's language as proposed, or fashion an independent remedy and instruct the parties to craft new language tailored to its determination.

VIII. Pending or Other Motions Upon Which Wireless One Seeks Action

Wireless One is seeking confidential treatment of certain information, and has filed a Motion for Protective Order contemporaneously with this Prehearing Statement. A ruling on that motion and a discussion of how that confidential information will be handled at hearing would be helpful at the prehearing conference.

IX. Statement of Reason for Any Non-Compliance

Wireless One, to the best of its knowledge and belief, has provided all information requested in the Prehearing Order. To the extent it has not, it reserves the right to supplement the prehearing statement. Wireless One did take the liberty of organizing the factual and legal questions by issue, rather than the precise sequence suggested in the Order. Because the narrow issues that need to be resolved in this arbitration involve interrelated questions of fact and law, this was done to make Wireless One's positions more understandable.

Respectfully submitted,



William A. Adams

Dane Stinson

Laura A. Hauser (Florida Reg. No. 0782114)

ARTER & HADDEN

10 West Broad Street

Suite 2100

Columbus, Ohio 43215

614/221-3155 (phone)

614/221-0479 (facsimile)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Prehearing Statement was served upon the following by overnight courier or regular U.S. mail, postage prepaid, on this 7th day of November, 1997.



William A. Adams, Esq.

Beth Culpepper, Esq.
William Cox, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Charles J. Rehwinkel, Esq.
Sprint Florida, Inc.
1313 Blair Stone Road
MC FLTLHO0107
Tallahassee, Florida 32301

115485.3