

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
Revised Prehearing Statement***

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I. Introduction

During the prehearing conference held in this proceeding on November 17, 1997, the Prehearing Officer adopted Staff's revised issue as the vehicle by which the Commission would consider the appropriate treatment of the tariffed Reverse Option charge in this arbitration proceeding. It is through this charge that Wireless One currently compensates Sprint for transporting traffic originated by Sprint end users to the point of interconnection between the parties' networks. The Prehearing Officer also instructed Wireless One to revise its Prehearing Statement, filed with the Commission on November 7, 1997, to respond to this reformulated issue. The revised Prehearing Statement was ordered to be faxed to the parties by the close of business on November 19, 1997.

As detailed in the accompanying motion for reconsideration, the Prehearing Officer's ruling violated federal law and Wireless One's right to due process by permitting Staff to frame the issue to be arbitrated in this proceeding, and by effectively requiring Wireless One to prosecute Staff's reformulated issue through previously filed testimony that addresses the issue as presented by the parties. For these reasons, Wireless One submits this Revised Prehearing Statement to comply with the directive of the Prehearing Officer, without waiving the issues and arguments presented in its Prehearing Statement filed November 7, 1997, and explicitly reserving all rights, both administrative and judicial, to seek reconsideration and appeal of the ruling.

The issue proposed by Staff and adopted by the Prehearing Officer reads as follows:

With respect to land-to-mobile traffic only, do the reciprocal compensation rates negotiated by Wireless One, Inc. [sic] and Sprint-Florida, Inc., apply to intraMTA calls from the originating land line end-user to Wireless One's end office switch, or do these rates apply from the point of interconnection between Wireless One and Sprint to Wireless One's end office switch?

Staff's proposed issue, being raised in neither Wireless One's arbitration petition nor Sprint's response thereto, was interjected into this proceeding at the eleventh hour, after all testimony had been filed and without consultation of the parties. At the prehearing conference, Staff provided no rationale as to the scope of its proposed issue other than to state that it believed it was inappropriate for the Commission to consider, in the context of an arbitration proceeding, what rates Sprint could charge its end users. The Prehearing Officer confirmed as much, as evidenced by the following discourse with Staff:

Let me ask Staff. What [Staff's] issue is designed to do is determine whether or not the rate focuses only on the rate that should be charged between switches, and excludes any consideration of what the rate is charged to the end customer of Sprint. Is that what [Staff is] saying?

Mr. Cox: That's correct. We have sought to exclude is what Sprint charges its customers for these calls.

Tr. at 44. The Prehearing Officer then ruled:

I am inclined at this point to limit this arbitration to what the Staff has proposed as an issue, fully realizing that the way we come down on that may influence additional work that we have to do. I'm not sure it will, but at this point, I'm going to allow the issue as stated by Staff...

Tr. at 56. Accordingly, Wireless One construes the revised issue to limit the Commission's inquiry in this proceeding to the *carrier-to-carrier* charges affected by moving from an interconnection relationship based on Sprint's Mobile Services Tariff to an interconnection agreement. To comply with the Prehearing Officer's ruling, Wireless One has removed arguments from its Prehearing Statement related to Sprint's end users tariff rates.

Staff's issue divides the carrier-to-carrier charges at issue into those that compensate for transporting calls (1) from the point of interconnection between the parties to Wireless One's

termination location, and (2) from Sprint's end user to the point of interconnection. As to the first prong of this issue, neither Sprint nor Wireless One has ever disputed that the reciprocal compensation rates already negotiated as a part of the interconnection agreement apply, in lieu of the tariffed rates, to intraMTA traffic transported between the point of interconnection and the terminating end office.

The dispute lies in the second prong, and whether the tariffed Reverse Option charge (by which Wireless One compensates Sprint for transporting calls from its end users to the point of interconnection) should be included and repriced in this interconnection agreement. It is Wireless One's position that the Reverse Option charge is, and always has been, a term and condition of the parties' interconnection under which Wireless One compensates Sprint for transporting calls from its end users to the point of interconnection. Thus, this carrier-to-carrier charge is subject to repricing in this interconnection agreement, just as the charges that already have been negotiated for terminating Sprint's calls from the point of interconnection to Wireless One's cellular end office. Because the Federal Communications Commission's rules prohibit the recovery of access charges for this exchange of intraMTA traffic, the Reverse Option charge must be repriced in the interconnection agreement by eliminating the access component. This results in a Reverse Option charge of \$0.00294 per minute of use. The repricing of this charge for purposes of the parties' interconnection agreement does not affect the tariffed Reverse Option charge, which would remain applicable to other carriers not choosing to negotiate an individual interconnection agreement with Sprint, and even to Wireless One for interMTA traffic exchanged between the parties networks.

If the Commission agrees that Wireless One has correctly interpreted the Staff's issue and can proceed with the Reverse Option on this basis, Wireless One will withdraw its motion for reconsideration of the Prehearing Officer's order.

II. *Names of Witnesses and Subject Matter of Testimony*

A. *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).

B. *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; and Sprint's obligation to reprice the Reverse Option charge as a term and condition of its interconnection with Wireless One. See Wireless One Network, L.P. Arbitration Exhibit 1.0 (Direct Testimony) and Wireless One Network, L.P. Arbitration Exhibit 1.0R (Rebuttal Testimony).

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

Sprint's witness, Mr. Poag, may 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, may be questioned on cross examination consistent with the lines of questions during her deposition.

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.

Wireless One requests that its witnesses be presented in the above order.

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:** A map of Sprint's tandems and end offices in the Ft. Myers LATA.
 2. **Exhibit FJH-2 (confidential):** A map of Wireless One's tandems and end offices in its serving area.
 3. **Exhibit FJH-3 (confidential):** A map showing Wireless One's cellular end offices that directly connect to Wireless One's proprietary microwave transmission facilities.
 4. **Exhibit FJH-4 (confidential):** A map including everything in Exhibit FJH-3 plus all cellular end offices connected by leased lines.
- B. Exhibit FJH-5:** Section A25 of Sprint's General Exchange Tariff.
- C. Exhibit FJH-6:** The Draft Commercial Mobile Radio Services Interconnection Agreement between Wireless One and Sprint.

- D. Exhibit FJH-7:* Interconnection Agreement Between Sprint-Florida, Inc. and 360 Communications Company, Docket No. 970967.
- E. Exhibit FJH-8:* Interconnection Agreement between BellSouth Telecommunications, Inc. and Vanguard Cellular Financial Corp.
- F. Exhibit FJH-9:* Deposition of F. Ben Poag, including the exhibits to the deposition.

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 repriced as a part of the interconnection agreement now that the Federal Communications Commission ("FCC") has declared an MTA-wide local calling area and has eliminated access charges as a means of carrier-to-carrier compensation for the exchange of intraMTA traffic; 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. The parties disagreed considerably over the precise formulation of the language representing the first issue, but are in agreement as to the language of the second issue, as set forth below. The Prehearing Officer adopted language proposed by Staff to formulate the first issue. Wireless One objects to the Prehearing Officer's adoption of Staff's issue, as set forth in the Motion for Reconsideration accompanying this Revised Prehearing Statement. Wireless One addresses Staff's revised issue in this revised statement only to comply with the directive of the Prehearing Officer and does not waive any rights to seek regulatory and judicial review of the Prehearing Officer's improper ruling limiting the scope of this proceeding.

Issue 1 (as revised by Staff):

With respect to land-to-mobile traffic only, do the reciprocal compensation rates negotiated by Wireless One, Inc. [sic] and Sprint-Florida, Inc., apply to intraMTA calls from the originating land line end-user to Wireless One's end office switch, or do these rates apply from the point of interconnection between Wireless One and Sprint to Wireless One's end office switch?

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?

Wireless One's basic position is that the Telecommunications Act of 1996 and the Federal Communications Commission order implementing it permits a Commercial Mobile Radio Service provider to replace its currently tariffed terms and conditions of interconnection with an agreement crafted to meet the needs of the involved parties. Staff's revised issue limits the Commission's inquiry in this proceeding to the carrier-to-carrier charges affected by Wireless One's decision to forego the current tariffed terms and conditions of its interconnection with Sprint in favor of an individually negotiated agreement. The revised issue divides the carrier-to-carrier charges at issue into those that compensate Sprint for transporting calls (1) from the point of interconnection between the parties to Wireless One's end office, and (2) from Sprint's end user to the point of interconnection. As to the first prong of this issue, neither Sprint nor Wireless One has ever disputed that the reciprocal compensation rates already negotiated as a part of the interconnection agreement apply, in lieu of the tariffed rates, to intraMTA traffic transported between the point of interconnection and the point of termination.

The dispute as to this issues lies in the second prong, and whether the tariffed Reverse Option charge (by which Wireless One compensates Sprint for transporting calls from its end users to the point of interconnection) should be included and repriced in this interconnection agreement. It is Wireless One's position that the Reverse Option charge is, and always has been, a term and condition of the parties' interconnection under which Wireless One compensates Sprint for transporting calls from its end users to the point of interconnection. Thus, this carrier-to-carrier charge is subject to repricing in this interconnection agreement, just as the charges that already have been negotiated for transporting Sprint's calls from the point of interconnection to Wireless One's end office. Because the Federal Communications Commission's rules prohibit the recovery of access charges for this exchange of intraMTA traffic, the Reverse Option charge must be repriced in the interconnection agreement by eliminating the access component. This results in a Reverse Option charge, applicable to Wireless One only, of \$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 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 (as revised by Staff): Reverse Option

With respect to land-to-mobile traffic only, do the reciprocal compensation rates negotiated by Wireless One, Inc. [sic] and Sprint-Florida, Inc., apply to intraMTA calls from the originating land line end-user to Wireless One's end office switch, or do these rates apply from the point of interconnection between Wireless One and Sprint to Wireless One's end office switch?

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 intraLATA 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 consistent with the terms of the Telecommunications Act of 1996 and the Federal Communications Order implementing it – by removing the access component to the charge.

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 repriced is a legal issue explained in more detail below. However, the level of that charge is a factual question which requires that the charge be repriced at \$0.00294 per minute 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*

Staff's revised issue raises the legal question as to the basis upon which the Reverse Option must be repriced. Sprint maintains that the Reverse Option appropriately would be the subject of a subsequent proceeding. However, as explained above, the second prong of Staff's revised issue places before the Commission all carrier-to-carrier charges in Wireless One's and Sprint's interconnection relationship. This would include Wireless One's compensation to Sprint for transporting calls from Sprint's end users to the parties point of interconnection.

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 eliminated access charges as the means of compensation for the exchange of intraMTA traffic, the Reverse Option charge must be repriced to exclude the access component.

Sprint's recovery of these charges through the repriced Reverse Option charge in the interconnection agreement, 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) prohibits carriers from recovering access as a means of compensation for the exchange of intraMTA traffic. 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 access 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.")

The Commission has recognized Wireless One's position that all intraMTA land-to-mobile calls are local and that intra.ATA access 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 access rates for all calls originated and terminated between networks within the MTA. The Commission must re-price the Reverse Option charge, for purposes of this interconnection agreement, as the means for compensating Sprint for transporting intraMTA calls from its end users to the point of interconnection by removing the access component of the charge.

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 Telecommunication 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. The Commission cannot change the issues before they analyze them.

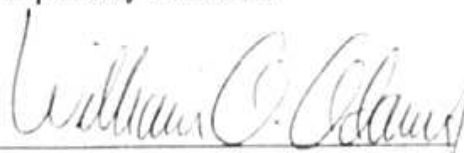
VIII. Pending or Other Motions Upon Which Wireless One Seeks Action

Wireless One is seeking confidential treatment of certain information, and has filed a Motion for Protective Order contemporaneously with this Prehearing Statement.

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.

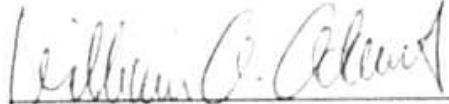
Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Revised Prehearing Statement was served upon the following by facsimile, overnight courier or regular U.S. mail, postage prepaid, on this 19th day of November, 1997.



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