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May 1, 1998

BY HAND DELIVERY

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

Re: Docket No. 980499-TP - Complaint Against BellSouth  
Telecommunications, Inc.

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access  
Transmission Services, Inc. ("MCImetro"), in the above  
referenced docket are the original and 15 copies of the  
following:

- 1) Rebuttal Testimony of Ronald Martinez
- 2) MCI's Prehearing Statement (with a WordPerfect 8  
diskette)

Copies have been furnished to parties of record as  
indicated on the attached service list.

Very truly yours,

*R.D.M.*

Richard D. Melson

ACK  \_\_\_\_\_  
 AFA \_\_\_\_\_  
 APP \_\_\_\_\_  
 CAF \_\_\_\_\_  
 CMU *D. Sams* \_\_\_\_\_  
 CTR \_\_\_\_\_  
 EAG \_\_\_\_\_  
 LEG 2 RDM/clp \_\_\_\_\_  
 LIN 5 Enclosure \_\_\_\_\_  
 OPC \_\_\_\_\_  
 RCH 6228.1 \_\_\_\_\_  
 SEC 1 \_\_\_\_\_  
 WAS \_\_\_\_\_  
 OTH \_\_\_\_\_

cc: Parties of Record

RECEIVED & FILED

*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04946 MAY-18

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of WorldCom )  
Technologies, Inc., against ) Docket No. 971478-TP  
BellSouth Telecommunications, Inc. )  
for breach of approved interconnection )  
agreement by failure to pay )  
compensation for certain local traffic )

In re: Complaint of Teleport )  
Communications Group, Inc., against ) Docket No. 980184-TP  
BellSouth Telecommunications, Inc. )  
for breach of approved interconnection )  
agreement by failure to pay )  
compensation for certain local traffic )

In re: Complaint of Intermedia )  
Communications, Inc., against ) Docket No. 980495-TP  
BellSouth Telecommunications, Inc. )  
for breach of approved interconnection )  
agreement by failure to pay )  
compensation for certain local traffic )

In re: Complaint of MCI metro Access )  
Transmission Service, Inc., against ) Docket No. 980499-TP  
BellSouth Telecommunications, Inc. )  
for breach of approved interconnection )  
agreement by failure to pay )  
compensation for certain local traffic ) Filed: May 1, 1998

MCIMETRO'S PREHEARING STATEMENT

MCImetro Access Transmission Services, Inc. (MCImetro) hereby files its prehearing statement in accordance with the requirements of Order No. PSC-98-0561-PCO-TP.

A. Appearances. Richard D. Melson, Hopping Green Sams & Smith, P.A., P.O. Box 6526, Tallahassee, FL 32314; Dulaney L. O'Roark III and Thomas K. Bond, MCI Telecommunications Corporation, 780 Johnson Ferry Road, Atlanta, GA 30346, appearing on behalf of MCImetro Access Transmission Services, Inc.

DOCUMENT NUMBER-DATE  
04946 MAY-1 8  
FPSC-RECORDS/REPORTING

B. Known Witnesses. MCImetro has prefiled the direct and rebuttal testimony of Ron Martinez. Mr. Martinez will testify in regard to Issue 3.

C. Known Exhibits. MCImetro has prefiled the following exhibit:

Martinez	RM-1	Excerpts from the MCImetro/ BellSouth Interconnection Agreement
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MCI reserves the right to use additional exhibits for purposes of cross-examination.

D. Basic Position. BellSouth and MCImetro must pay each other reciprocal compensation for the termination of ISP traffic. MCImetro and BellSouth agreed to the definition of Local Traffic contained in Attachment IV, Subsection 2.2.1, of the Agreement. In fact, it was BellSouth which proposed the definition. MCImetro and BellSouth further agreed to pay reciprocal compensation for telephone calls which meet that definition of local traffic. Telephone calls to an ISP meet that definition. Had an exception been intended for ISP traffic (or for any other subset of local traffic), it would have been expressly included by the parties. No such exception is contained in the Agreement and no such exception was ever suggested by BellSouth.

F. Issues. MCImetro's position on the issues identified in the Order on Procedure are as follows:

**Issue 1:** Under their Interconnection Agreement, are MFS and BellSouth required to compensate each other for transport and termination of traffic to ISPs? If so,

what action, if any, should be taken?

**MCImetro:** No position.

**Issue 2:** Under their Interconnection Agreement, are Teleport and BellSouth required to compensate each other for transport and termination of traffic to ISPs? If so, what action, if any, should be taken?

**MCImetro:** No position.

**Issue 3:** Under their Interconnection Agreement, are MCImetro Access Transmission Services, Inc., and BellSouth required to compensate each other for transport and termination of traffic to ISPs? If so, what action, if any, should be taken?

**MCImetro:** Yes. BellSouth and MCImetro must pay each other reciprocal compensation for the termination of telephone calls to ISPs. The definition of Local Traffic in Attachment IV, Subsection 2.2.1, which was included at BellSouth's request, makes no exception for telephone calls terminated to ISPs. Had such an exception been intended, it would have been expressly included by the parties. BellSouth should be ordered to pay to MCImetro all outstanding charges for reciprocal compensation, with interest. Further, on a going forward basis, BellSouth should be ordered to continue to compensate MCImetro for such traffic in accordance with the Agreement.

**Issue 4:** Under their Interconnection Agreement, are Intermedia and BellSouth required to compensate each other for transport and termination of traffic to ISPs? If so, what action, if any, should be taken?

**MCImetro:** No position.

E. Stipulations. There are no stipulations between MCI and any party at this time.

F. Pending Motions. MCI has no pending motions at this time.

G. Requirements of Order on Procedure. MCI believes that this prehearing statement complies with all the requirements of the Order on Procedure.

RESPECTFULLY SUBMITTED this 1st day of May, 1998.

HOPPING GREEN SAMS & SMITH, P.A.

By: Richard D. Melson  
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and

Dulaney L. O'Roark III  
Thomas K. Bond  
MCI TELECOMMUNICATIONS CORPORATION  
780 Johnson Ferry Road, Ste. 700  
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by Hand Delivery this 1st day of May, 1998.

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*R. O. M.*

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ATTORNEY