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ORIGINAL

November 5, 1997

VIA FEDERAL EXPRESS

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

Re: Wireless One Network's Petition for Arbitration with Sprint Florida
*Docket No. **971194-TP***

Dear Ms. Bayo:

Please find enclosed for filing the original and three copies of the Notice of Deposition of Sandra A. Khazraee .

Please date stamp and return the two copies in the enclosed, self-addressed envelope.

Very truly yours,

William A. Adams

Enclosures

cc: (w/encl.) James A. Dwyer
Frank Heaton
Beth Culpepper, Esq. (via facsimile [850/413-6250] and U.S. Mail)
Charles J. Rehwinkel, Esq. (via facsimile [850/878-0777] and U.S. Mail)

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DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition By Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for Arbitration with Sprint-Florida, Incorporated Pursuant to Section 252 of the Telecommunications Act of 1996.	))))	Docket No. 971194-TP

Notice of Deposition of Sandra A. Khazraee

To: Charles J. Rehwinkel, Esq.
General Attorney
Sprint-Florida, Inc.
P.O. Box 2214
MC FLTLHO0107
Tallahassee, Florida 32301

Notice is hereby given that Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida ("Wireless One") will take the deposition of Sandra A. Khazraee as if on cross examination, in Room 362, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850, on Monday, November 17, 1997 at 8:30 a.m. The deposition will continue from day to day until complete. The deposition will be used for discovery, at hearing, or for any other purpose allowed by law.

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)

115948.1

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Deposition was served upon the following parties by facsimile and U.S. Mail on this 5th day of November, 1997.

William A. Adams

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

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition By Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for Arbitration with Sprint-Florida, Incorporated Pursuant to Section 252 of the Telecommunications Act of 1995.	))))	Docket No. 971194-TP

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115948.1

EXHIBIT
Khazraee
11-17-97

DN 971194-TP

OFFICIAL RECOGNITION LIST

1. FCC Interconnection Order and Rules (96-325 issued August 6, 1996 in CC 96-98)

2. Telecommunications Act of 1996

3. Sprint's General Exchange Tariff and Access Services Tariff

4. Order No. 20475 in DN 870675-TP

5. FPSC Approved Negotiated Agreements with CMRS Providers:
   Order No. PSC-97-0353-FOF-TP in DN 961540 (GTE/Winstar Wireless)
   Order No. PSC-97-0685-FOF-TP in DN 970228 (BellSouth/Vanguard)
   Order No. PSC-97-0720-FOF-TP in DN 970260 (BellSouth/Palmer Wireless)
   Order No. PSC-97-0720A-FOF-TP in DN 970260 (BellSouth/Palmer Wireless)
   Order No. PSC-97-0699-FOF-TP in DN 970316 (BellSouth/360 Communications)
   Order No. PSC-97-0786-FOF-TP in DN 970366 (BellSouth/Winstar Wireless)
   Order No. PSC-97-0787-FOF-TP in DN 970367 (Sprint/West Florida Cellular [Vanguard])
   Order No. PSC-97-0700-FOF-TP in DN 970416 (BellSouth/ALLTEL Mobile)
   Order No. PSC-97-0701-FOF-TP in DN 970438 (BellSouth/AT&T Wireless)
   Order No. PSC-97-0934-FOF-TP in DN 970476 (BellSouth/US Cellular)
   Order No. PSC-97-1032-FOF-TP in DN 970611 (Sprint/Palme Wireless)
   Order No. PSC-97-1285-FOF-TP in DN 970820 (BellSouth/BellSouth Cellular)
   Order No. PSC-97-1288-FOF-TP in DN 970828 (Sprint/AT&T Wireless)
   Order No. PSC-97-1287-FOF-TP in DN 970834 (BellSouth/ GTE Mobilnet of the South)
   Order No. PSC-97-1286-FOF-TP in DN 970837 (BellSouth/ GTE Mobilnet of Tampa)
   Order No. PSC-97-1377-FOF-TP in DN 970951 (GTE/GTE Mobilnet of Tampa)
   Order No. PSC-97-1378-FOF-TP in DN 970952 (GTE/ AT&T Wireless)
   Order No. PSC-97-1374-FOF-TP in DN 970967 (Sprint/360 Communications)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 1
COMPANY/ WITNESS: STAFF
DATE: 11-24-97

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Deposition was served upon the following parties by facsimile and U.S. Mail on this 5th day of November, 1997.

William A. Adams

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

AUTHORITY:

Florida Statutes 120.58(1),(3)

(1)(b) An agency or its duly empowered presiding officer or a hearing officer has the power to swear witnesses and take their testimony under oath, to issue subpoenas upon the written request of any party or upon its own motion, and to effect discovery on the written request of any party by any means available to the courts and in the manner provided in the Florida Rules of Civil Procedure, including the imposition of sanctions, except contempt. . . .

(3) A party may seek enforcement of a subpoena, order directing discovery, or order imposing sanctions issued under the authority of this act by filing a petition for enforcement in the circuit court of the judicial circuit in which the person failing to comply with the subpoena or order resides. A failure to comply with an order of the court shall result in a finding of contempt of court. However, no person shall be in contempt while a subpoena is being challenged under subsection (2). The court may award to the prevailing party all or part of the costs and attorney's fees incurred in obtaining the court order whenever the court determines that such an award should be granted under the Florida Rules of Civil Procedure.

Rule 25-22.045, Florida Administrative Code

(1) When the proceeding is before the Commission or member thereof, subpoenas may be issued by the presiding officer or the Division of Records and Reporting on subpoena forms supplied by the Commission. When the proceeding is before a hearing officer of the Division of Administrative Hearings, subpoenas may be issued by the Hearing Officer.

(2) A party shall apply in writing for the issuance of subpoenas requiring the attendance of witnesses or production of records, files, and memoranda from any place in the state, at any designated place of hearing before the presiding officer, for the purpose of taking the testimony of such witness or inspection of documents. An application for the subpoena shall state the name and address of the witness for whom the subpoena is to be issued, and the time and place for the witness to appear.

(3) Any party or person against whom a subpoena is directed may file a motion to quash or limit the subpoena with the agency having jurisdiction of the dispute. The motion shall set forth the ground relied upon.

(4) A subpoena may be served by any person authorized by law to serve process or by any person who is not a party and who is of majority age. Service shall be made by delivering a copy thereof to the person named in the subpoena. Proof of service shall be made by affidavit of the person making service if service is not made by an officer authorized by law to do so.

(5) Service of a subpoena may also be effected by certified mail, in which case the return receipt must be signed by the person named in the subpoena.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for Arbitration with Sprint-Florida, Incorporated Pursuant to Section 252 of the Telecommunications Act of 1996.	Docket No. 971194-TP

DEPOSITION OF:	SANDRA A. KHAZRAEE
TAKEN AT THE INSTANCE OF:	Wireless One Network, L.P.
PLACE:	FPSC Conference Room 362 Gerald L. Gunter Building 2540 Shumard Oak Boulevard Tallahassee, Florida
TIME:	Commenced at 8:35 a.m. Concluded at 10:01 a.m.
DATE:	Monday, November 17, 1997
REPORTED BY:	Lisa Girod Jones, RPR, RMR

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 2
COMPANY/ WITNESS: SPRINT/KHAZRAEE
DATE: 11/24/97

SK-1

Lisa Girod Jones
REGISTERED MERIT REPORTER
P.O. BOX 10195
TALLAHASSEE, FL 32302-2195
PHONE (850) 894-2277 • FAX (850) 894-0094

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In RE: Docket No. 971194-TP - Petition by Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for arbitration with Sprint-Florida, Incorporated, pursuant to Section 252 of the Telecommunications Act of 1996.

SUBPOENA

THE STATE OF FLORIDA

TO: Sandra A. Khazraee, 1313 Blairstone Road, Tallahassee, Florida 32301

YOU ARE COMMANDED to appear before the Florida Public Service Commission in Room 148, Betty Easley Conference Center, 2540 Shumard Oak Boulevard, Tallahassee, Florida, on November 24, 1997, at 9:30 a.m., to testify in this action. If you fail to appear, you may be held in contempt.

YOU ARE SUBPOENAED to appear by the following attorneys and, unless excused from this subpoena by these attorneys or the Commission, you shall respond to this subpoena as directed.

DATED on November 17, 1997.

Blanca S. Bayó

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission

(S E A L)

William A. Adams
Arter & Hadden
10 West Broad St., Suite 2100
Columbus, Ohio 42315-3422
Attorney for Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida

PSC/RAR 1 (Rev 4/94)

EXHIBIT
Khazraee
2
11-17-97

AUTHORITY:

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for Arbitration with Sprint-Florida, Incorporated Pursuant to Section 252 of the Telecommunications Act of 1996.	Docket No. 971194-TP

DEPOSITION OF: SANDRA A. KHAZRAEE

TAKEN AT THE INSTANCE OF: Wireless One Network, L.P.

PLACE: FPSC Conference Room 362
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 8:35 a.m.
Concluded at 10:01 a.m.

DATE: Monday, November 17, 1997

REPORTED BY: Lisa Girod Jones, RPR, RMR

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 2
COMPANY/ WITNESS: SPRINT/KHAZRAEE
DATE: 11/24/97

SK-1

Lisa Girod Jones
REGISTERED MERIT REPORTER
P.O. BOX 10195
TALLAHASSEE, FL 32302-2195
PHONE (850) 894-2277 • FAX (850) 894-0094

APPEARANCES:

CHARLES J. REHWINKEL, Esquire, Sprint Florida, Inc., 1313 Blair Stone Road, Tallahassee, Florida 32301; appearing on behalf of Sprint-Florida, Incorporated.

WILLIAM A. ADAMS, Esquire, and DANE STINSON, Esquire, Arter & Hadden, 10 West Broad Street, Suite 2100, Columbus, Ohio 43215; appearing on behalf of Wireless One Network, L.P., d/b/a Cellular One of Southwest Florida.

WILLIAM COX, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850; appearing on behalf of Staff.

ALSO PRESENT: Robin Norton

INDEX

EXHIBITS

DEPOSITION

Whereupon,

SANDRA A. KHAZRAEE

was called as a witness, having first been duly sworn to speak the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION

BY MR. ADAMS:

Q. Please state your name and business address for the record.

MR. REHWINKEL: Before we start, Bill, I would just like to say for the record that Ms. Khazraee is being made available pursuant to notice, and she is being made available pursuant to notice because she is a witness in this case and for no other reason.

MR. ADAMS: And pursuant to being a managing agent of Sprint, you mean?

MR. REHWINKEL: She's not a managing agent, director or officer of the company.

MR. ADAMS: I think that would be a legal determination somebody else would make. Our position might be different than that.

MR. REHWINKEL: I'm just stating the basis for our producing her today.

(Exhibit No. 1 marked for identification.)

EXAMINATION

BY MR. ADAMS:

Q. Please state your name and business address for the record.

A. Sandra A. Khazraee, 1313 -- Sprint-Florida, 1313 Blair Stone, Tallahassee, Florida 32301.

Q. Let me hand you what's been marked as Khazraee Exhibit 1. Can you identify that for the record?

Off the record for just a minute.

(Discussion off the record.)

THE WITNESS: It's the notice for my deposition.

BY MR. ADAMS:

Q. Let's just go off the record for a couple minutes.

(Discussion off the record.)

MR. ADAMS: Let's go ahead and mark this one as Deposition Exhibit 2.

(Exhibit No. 2 marked for identification.)

BY MR. ADAMS:

Q. Let me hand you what has been marked as Deposition Exhibit 2. That is a subpoena for you to be present at the hearing of this case next Monday at 9:30 a.m. Do you see that?

A. Yes.

MR. REHWINKEL: And for the record, Bill, before

we go any further, this is your characterization of a subpoena. We were just presented with this subpoena literally two minutes ago, and have not had an opportunity to review or assess the validity of it. And because you presented it to Ms. Khazraee at this deposition does not have any legal significance until such has been determined, after an opportunity for Sprint to review it and to respond, either with a motion to quash or protective order.

I'm not even certain it's appropriate as a exhibit to the deposition and therefore I would object on that basis.

MR. ADAMS: Fact is there's been personal service of the subpoena at this point, as Ms. Khazraee has just affirmed. Is that correct, Ms. Khazraee?

THE WITNESS: Looks like a subpoena to me, but my attorney would --

MR. REHWINKEL: It says subpoena on it.

BY MR. ADAMS:

Q. Are you the same Sandra Khazraee that prefiled rebuttal testimony in this case on October 28, 1997?

A. Yes, I am.

Q. Can you describe what your current position is with Sprint-Florida?

A. Yes. I am the regulatory manager. And in that

capacity I interface between all the various departments at Sprint and the Florida Public Service Commission. So if they have any data requests, any interrogatories, any requests for information from us, it generally comes into our office and then I interface with engineering, marketing, accounting, whoever I need to in order to get a full response for the Commission.

Q. Do you report to Ben Poag?

A. Yes, I do.

Q. Who else is in your immediate department or group that is under Ben's supervision?

A. Presently there are two tariff groups, access tariff and local tariffs, and a costing group, and some administrative personnel.

Q. And all of those persons report up to Ben; is that correct?

A. Either directly or through a supervisor, correct.

Q. And would you be one of those supervisors?

A. No. I don't have anyone reporting to me at present.

Q. But you report directly to Ben Poag?

A. Correct.

Q. How many people would Ben Poag have directly or indirectly reporting to him in these various groups, just rough estimate?

A. Let me count. Neighborhood of 20.

Q. Who does Ben report to?

A. He reports to Jerry Johns.

Q. And what's Jerry's position?

A. I'm not sure of his exact title, but vice president - legal and external affairs, probably.

Q. Does Ben have any reports to -- I'm sorry, strike that.

Jerry Johns is located here in Tallahassee as well?

A. No.

Q. Is he located in Florida?

A. Yes.

Q. Where is his office?

A. Apopka.

Q. Does Ben Poag have any lines of responsibility outside of Florida, either indirect or direct, reporting responsibilities?

A. He does not --

MR. REHWINKEL: Can I ask, are you asking people reporting to him or him reporting to --

MR. ADAMS: Him reporting to somebody else.

THE WITNESS: No, his direct reporting structure is to Jerry, who is here in Florida.

BY MR. ADAMS:

Q. So Ben's responsibility then would be he's in overall charge of the Commission relationship for tariffing issues, costing issues and the other issues that you described; is that correct?

A. For Florida?

Q. For Florida, correct.

A. Yes.

Q. Has your job changed in the most recent restructuring of Sprint-Florida?

A. No. Most recent? How --

Q. Within the last three to six months.

A. My job has not changed in the last three to six months.

Q. How long have you held your current position?

A. Since October 1st of '96.

Q. What did you do before then?

A. I was the costing manager, reporting to Ben Poag.

Q. What did you say your current position is? I'm sorry.

A. Regulatory manager.

Q. How long were you costing manager?

A. Two years.

Q. So from '94 to '96?

A. October '94 to October '96.

Q. And prior to that?

A. Prior to that I was pricing manager for -- since '91. So that would be, what, three years.

Q. Okay, prior to pricing manager?

A. I was supervising engineer, network planning.

Q. And this is all with Sprint or United Telephone or Centel?

A. Sprint or United Telephone.

Q. And how long were you supervising engineer?

A. Oh, let's see, about a year, year and a half.

Q. '90 to '91?

A. Yes, a year and a half.

Q. Prior to that?

A. Prior to that I was a technology planner, did that for about a year and a half. That was also at Sprint-United.

Q. So maybe '88 to '90, roughly?

A. Roughly, uh-huh. Prior to that I was a long-range switch planner. That was the position I came to United as, and that would have been in July of '86.

Q. Prior to coming to work for Sprint or any of its predecessor companies?

A. I worked for Pacific Bell. I worked from February of '84 to July of '86 as what they called a wire center planner, which was a long-range planner. Before that I was at Pac Bell as an outside plant engineer, from August of '81

to February of '84. This is hard to do on a Monday morning.

Q. And where were you based for Pac Bell?

A. Los Angeles, Pasadena.

Q. Prior to August of '81?

A. I was with South Central Bell in Louisiana, and I was an outside plant engineer from May of 1977 to 1981.

Q. Prior to that?

A. I was a college student.

Q. Where did you go to college?

A. McNeese State University in Louisiana.

Q. What was your degree in?

A. Math.

Q. Bachelor of Science?

A. Science, uh-huh.

Q. Do you have any postgraduate education, degrees?

A. No.

Q. What is an outside plant engineer?

A. It's an engineer that determines the feeder and distribution cables from a central office out to a subscriber's premise. And when I say cables, it could be -- it could be pair gain, but it provides the pair from the customer's premise back to the central office.

Q. And by central office you mean end office?

A. End office.

Q. And long-range switch planner does what?

A. Does the long-range planning for switching centers. So end offices and remotes, for an entire geographic area for a company. For Pacific Bell I held that capacity for the entire San Diego LATA in California. And so I looked out three to seven years with any new central offices that were required, upgrades to existing switches, software additions that needed to be made, that type of long-range type planning.

Q. So the focus of that job is more to the switching as opposed to the distribution system?

A. Correct.

Q. And your prior job as an outside plant engineer focuses on the distribution network?

A. Correct.

Q. Tech planner and supervising engineer, are those --

A. Technology planner, our job was to investigate new technologies that were coming out, determine if there was a place for them in our network, look into them, do studies, if necessary, work with the corporate subject matter experts on that type of issue, and then usually the outcome of that would be a white paper recommending or not recommending the use of some technology.

Q. And those would be wire line technologies for use

in your network?

A. Correct.

Q. Supervising engineer?

A. I supervised the group that did long-range planning for switching, facilities and outside plant for the southern region of Sprint-United Telephone.

Q. So your responsibilities there included both switching and distribution?

A. Correct.

Q. Pricing manager?

A. Pricing manager, I did primarily pricing for individual case basis requests, things that were not in the tariff, were not covered by a tariff that somebody asked for, and my group was responsible for determining what price should be, if it was determined that it was appropriate to offer that service. Also had some pricing responsibility for just dial tone type services, things that product managers didn't cover.

Q. Is this a typical path of evolution within Sprint or any telephone company, to move from engineering into pricing?

A. No, I would say it's not typical.

Q. Why did you make that switch?

A. I like to learn new things. I don't want to do the same thing forever. And the opportunity came up to bid

on the job.

The reason I went into outside plant engineering in the first place was because it's something that's always different. You're not always in the office or always outside. You're doing both. You're getting to look at things that are not the same every time, the way some kinds of engineering are. Almost every situation is different. And pricing is the same thing. It appealed to me because it's something that's not cut and dried. It's not by a cookbook. So I bid on the job. I interviewed. I got it.

Q. And then cost manager?

A. Cost management was just another step. It was sort of a logical step after having done the pricing, being the one always griping at the costing people, to go be a costing person.

Q. So as a costing person you're determining what the underlying costs of providing service --

A. You're determining what they are.

Q. And as a pricing person you're setting whatever the retail prices are?

A. Correct.

Q. Okay, and then regulatory manager, what's your current position, and that's just the interface between the Commission and the Company?

A. Right, or within the Company to ensure that we

meet the Commission's orders, anything that's been ordered, to make sure that we've done what's necessary to meet that order.

Q. On Page 2 of your testimony, do you have that available to you? In the answer that begins at the top of Page 2, you cite a number of different industry courses that you've taken.

A. Uh-huh.

Q. Can you -- let's start with "Fundamentals of Digital Switching." When did you take that course?

A. It was while I worked at Pacific Bell, and it was about -- it was after I was a wire center planner. So it was beyond February of '84. I would guess it was about 1985.

Q. Do you recall the upshot of what you learned in that seminar?

A. Yes, I do. It was a week long course at UCLA, very intensive, taught by Amos Joel from AT&T, who's known more about switching than most people will ever know. And he went very thoroughly into all the different types of switching, the old analog switching, the modern digital switching, how switching works.

Q. How about taking the next one, "DMS Overview"?

A. That was a specific Nortel class. I took that after I came to work for Sprint-United as a wire center

planner. So it would have been probably within six to 12 months after I began working as a wire center planner. So we would be looking '87 time frame, probably.

Q. And what -- where did you take that course?

A. Let me think about that. I believe they suitcased that to Altamonte Springs.

Q. Who taught the course?

A. Nortel did. Their instructors came in and taught it.

Q. How many people were in the class?

A. I would say probably 16 to 18.

Q. And all Sprint people? This was an internal seminar?

A. I don't remember for sure, but I would say probably, probably all Sprint people.

Q. Do you recall what switches you studied in that one?

A. Primarily the DMS-100. We talked a little about the DMS-10. We talked some about the DMS-200 and about the DMS-100, but primarily the DMS-100.

Q. And the DMS-100 is an end office switch?

A. Yes, it is.

Q. By end office switch, I mean it provides line termination to end office customers.

A. True.

Q. And that switch then would interface between the end office and other end offices, or a Sprint tandem, correct?

A. From a network side, yes.

Q. Okay. You mentioned DMS-200. That's a tandem switch, correct?

A. Yes, it is.

Q. So that would be from the network side that you just described, something that would receive a trunk from the DMS-100, correct?

A. Or many other switches, but yes.

Q. Did you study the DMS-250 in that class?

A. It was mentioned. All of the DMS-switches were mentioned, the 300, I don't believe they had a 500 at that time, but, you know, a very brief description of those switches was given.

Q. What do you recall about the DMS-250?

A. The DMS-250 is a switch that's primarily used by interexchange carriers in their network.

Q. That's also a -- like the DMS-200, a tandem switch?

A. Uh-huh.

Q. I'm sorry, you have to --

A. Yes, sorry.

Q. And it's a tandem switch because it provides

connectivity between essentially other switches, right?

A. That's true. And because it has a software load that makes it a tandem switch.

Q. You mentioned DMS-10. Is that an end office switch?

A. Yes, it is.

Q. "AT&T Switch Overview," just briefly tell me about when you took that course.

A. I took that after I took the DMS overview. So I was still a wire center planner at United when I took that class. Again, we talked about the various AT&T switches, the 1AESS, the 5ESS. We primarily talked about the 5ESS.

Q. How about "NTI Method of Operation," the next one?

A. That was another Nortel class that I took. I took that one at Nortel's premises in Raleigh-Durham, taught by Nortel. There were people from various companies in it, and basically we talked about software loads within the switch, and things like how Centrex works in the switch, that type of thing.

Q. And "5EDOP"?

A. "5EDOPs" is an AT&T class. I took -- I believe I took that one in Lyle, Illinois, and it goes into more of the engineering of a 5ESS switch.

Q. And "Switch Network Design Tool"?

A. "Switch Network Design Tool" was a course taught

by a consultant, Hill & Associates was brought down to Altamonte Springs, and Sprint people attended that class, and you learned how to generically design a switching network.

Q. When did you take that, I'm sorry?

A. It was while I was -- probably while I was still a network planner. It was part of a very long series of courses that Hill & Associates did for us. It was very early, actually, in my -- it was not long after I came to United.

Q. And the last one, "Cellular Communications"?

A. I took that class, I believe, two years ago. It was taught by Patrina Rice, who is a consultant. And our University of Excellence for Sprint hired her to come down and give a course here. She teaches wherever the companies want her to teach. So she actually came and gave it in Altamonte Springs.

Q. And what was your job at the time you took that class?

A. Pricing manager.

Q. And what was the purpose for you taking that class?

A. To better understand cellular, how it worked, and how it connected with our network.

Q. How long was the course?

A. Three days, I believe.

Q. Three full days?

A. Roughly. I mean, you know, I'm sure we got out early, but I don't recall how early.

Q. Do you recall what subjects were discussed?

A. Yes. We talked about the history of cellular, you know, when it basically started, and the evolution, when it started as a mobile service providing, and then the licenses being determined in the A and the B block and how those were lotteried off, and moved on into what was going on at that time with PCS and the way those licenses, A through F licenses, and how they were going to be auctioned off. And then we talked about the actual cellular network, the cell site, if it's transceiver, and the BSC, which is where the vocoding happens, and then the MTSO, which is where the switching happens, and then the trunks that go from the MTSO to the -- either the end office or the tandem. We got into even the end user type devices, what's the difference between a car phone that's installed in your car, and the bag phone, and the little portable phone. So it covered the spectrum.

Q. Is Patrina Rice a wireless consultant, or what is the nature of her business?

A. Patrina Rice actually teaches various things. She had previously taught a class that I had attended -- in fact

two classes, "Access and the Changing World of Access," which is more how interexchange carriers connect with local phone companies, and how that whole thing works as far as policy and pricing, which I took at the time. I was pricing manager. But she worked for a Bell Operating Company, I don't recall which one, and then more currently she had worked for Bellcore and she had been involved in the wireless and the access side both for Bellcore.

Q. So she's a broad-based telecommunications industry consultant; is that fair to say?

A. I really don't know, to tell you the truth.

Q. Her expertise is not limited to wireless?

A. No, I would agree that's true.

Q. Did you talk about any cellular equipment in that seminar, specific items of equipment?

A. Well, I mean we talked about the switch. We talked about the transceiver and the cell site.

Q. But you did that all on a generic overview basis; is that correct?

A. Primarily. We did have some discussion about, you know, which vendors design equipment and sell equipment in the wireless industry. So we talked about Nortel and Lucent and Motorola, some of the major vendors.

Q. Did you get into discussing particular products of each of the vendors' wireless products?

A. I don't believe.

Q. The other people that were in attendance with you were also Sprint employees?

A. Yes.

Q. People working on the wire line side trying to have an understanding of -- general understanding of what wireless is about; is that correct?

A. Yes.

Q. Is this -- is this -- from your direct testimony, this appears to be the only direct --

MR. REHWINKEL: Do you mean rebuttal?

MR. ADAMS: Rebuttal, sorry. Thank you, Charles.

BY MR. ADAMS:

Q. From your rebuttal testimony, this is the only cellular education that you list. Is that -- is this the only one you've had?

A. That was the only one I had had at the time I wrote the testimony.

Q. Have you had any since then?

A. Yes.

Q. And tell me about that.

A. This is Monday, right? Last week I went to Kansas City and was in a one-day class taught by Nortel specific to their wireless equipment.

Q. Did you do that in preparation for this case?

A. Yes, and just to further my education.

Q. Was that Ben Poag that suggested you take that class?

A. No, I asked for it.

Q. When you first became involved in this case, was it when you were asked to prepare rebuttal testimony?

A. That's when I first became directly involved. I mean because I'm the regulatory manager, I see everything that comes in and goes out, but my depth of involvement depends on whether I have to do anything specific or if somebody else is going to handle it. So yeah, that's when I first got directly involved.

Q. You've had no direct involvement in this case up until you were asked to prepare this testimony?

A. Well, direct involvement, I haven't had to do anything else. I haven't had to respond to anything. I have read what's been going on. I have been involved in some, you know, discussions that have come up when I've been in a meeting. But, no, this is the first time I've been asked to respond to anything.

Q. You have not been a part of the negotiating team that has been involved with this?

A. No.

Q. You have to let me finish my question so the court reporter can get my question and then your answer.

A. Sorry.

Q. Would you consider yourself an expert in wireless network planning and engineering?

A. No.

Q. You have had no experience in that area at all; is that correct?

A. I have not done any planning for wireless networks, that is correct.

Q. Your entire career, as you outlined previously to us, is on the wire line side, either in the distribution system or in switching planning?

A. That is true.

Q. On Page 3 of your testimony at Lines 5 through 7, you mentioned that the purpose of your rebuttal testimony is to address the functionality of a Sprint -- of Sprint's end office switches. Do you see that?

A. Yes.

Q. And given that you're not an expert on wireless networks, the purpose of your testimony is limited to describing the functionality of Sprint's switching and distribution system; is that correct?

A. That is correct.

Q. I am going to refer for a minute to -- let me just ask a predicate question. Are you familiar with Sprint's network in the Fort Myers LATA?

A. Somewhat.

Q. Are you familiar with what tandem offices exist and what end offices exist?

A. Yes.

Q. Let me show you what has been previously marked as Exhibit FJH1.1. Can you look at that for a minute and tell me if that accurately depicts Sprint's tandem and end offices in the Fort Myers LATA? And on that map the end offices are shown in green and the tandems in gray.

MR. REHWINKEL: When you say "accurately depicts," Bill, are you asking if they accurately depict the location or a listing, essentially?

MR. ADAMS: General locations, and to the best -- maybe I should re -- let her answer that question and then I'll ask a different question.

THE WITNESS: It's close. We do have an Avon Park tandem end office, which you show, and we have a Fort Myers tandem. As far as all of the end offices -- so first of all, I can't be sure that they're all there because I don't recall them all in my head. You are showing some things as end offices that are actually remotes off of end offices. And yet we have a lot of other remotes that you are not showing on this diagram. So from that perspective I would say it's not completely accurate.

BY MR. ADAMS:

Q. Do you notice any end offices missing on that map, that you can tell?

A. Not that I can tell, but I mean I don't carry a list of end offices around in my head. So I couldn't be sure.

Q. Can you identify for the record which offices are identified as end offices that are actually remotes on that map?

MR. REHWINKEL: You mean based on her recollection?

THE WITNESS: Based on my recollection, Iona I-O-N-A, San Carlos, Regional Airport, Alva.

BY MR. ADAMS:

Q. I'm sorry how do you spell that?

A. A-L-V-A. And understand that while some of them are remotes, they are exchanges from a pricing perspective, because Alva replaced a standalone switch. So I'm just telling you what functionally is a remote. There are a couple more of these that I know were slated to be replaced with remotes. I don't recall if that replacement has happened already, so I'll just leave it at that.

Q. And by remote, what you mean is it's a switch that relies in part on the host end office for switching functionality?

A. True.

Q. Sprint's Fort Myers tandem in the gray there is a DMS-200; is that correct?

A. Yes, it is.

Q. Sprint -- does Sprint also have a Fort Myers end office?

A. Yes.

Q. Is that a DMS-100?

A. Yes, it is.

Q. Is that collocated with a DMS-200 at the tandem?

A. Same building. I don't recall if they're on the same floor or not.

Q. Are most of the other end office switches that we've been talking about DMS-100s?

A. There are seven end office switches in the Southern Region that are 5ESSs. There are a few in this region that are Alcatel 1210s. The remainder are DMS-100s. I'm not sure how that would work out from a percentage.

Q. By Southern Region, are you referring to the Fort Myers LATA?

A. Correct.

Q. What kind of switch is the Avon Park tandem? Is that a DMS-200 also?

A. Actually, that is a local tandem switch, local/tandem. It's a DMS-100, 200. It performs both

functionalities.

Q. Generally, tandem switches provide trunk connectivity on both sides of the switch?

A. Uh-huh.

Q. You have to answer aloud.

A. Yes.

Q. So the tandems would connect, have trunks connecting to end offices; is that correct?

A. That's correct.

Q. Tandems might also have trunks connecting to other tandems; is that correct?

A. That's correct.

Q. And tandems might also have trunks connecting to interexchange points of presence; is that true?

A. That's correct.

Q. But tandems do not have line connections to end users; is that also correct?

A. That's correct.

Q. So that is the -- one of the key distinguishing features between an end office and a tandem office; is that correct?

A. That's correct. Although I would say, in addition to that, it's a completely different software load in an end office, and to me that makes as big a difference, because theoretically I suppose you could have an end office that is

a host where all of the lines are remotely located. I don't know of any case where that's ever happened. But if you had that situation, which you could, then that would be a situation where you'd have an end office with nothing but trunks coming in and yet that doesn't make it a tandem. So the software load also makes a big difference.

Q. What would a standard -- what does a software load for a tandem include?

A. I don't know that I could tell you what all it includes. Usually it -- at least ours, we have operator services capabilities from our tandems. So we have software included there that gives operator services. It will always have billing capability in that software, where some end offices may not. Some companies may choose not to do billing at their end office level. They may choose to only do it at their tandem. So that could be a difference.

Q. And so I understand that last point, if you don't have billing software in the end offices, you can't capture minutes for purposes of billing; is that correct?

A. Correct.

Q. So all the traffic then has to pass through the tandem in order to be counted and billed?

A. Right.

Q. And is that -- that is the way your network is set up? Is that what you are saying?

A. No, I'm not saying that's the way ours is set up. Because in fact ours is not set up that way. But I'm saying that some companies choose to do it that way and that would be a difference in their access tandem software load.

Q. But in Sprint's Fort Myers LATA, which we're talking about here, do you have billing capability both in the tandem and in end offices?

A. I believe that we do, but I don't know down to that level of detail.

Q. Are you aware of call processing capability of the different types of DMS switches?

A. Can you elaborate?

Q. What kind of call processing capacity different types of switches have.

A. As far as the throughput capability? I'm sorry, I'm not sure where you're going.

Q. You're not sure what I mean by call processing?

A. I'm not sure what you're trying to get at. I mean they can all process calls through -- all DMS switches can process calls through. So I'm not sure what you're trying to differentiate there.

Q. Just the capacity of the number of lines, for example, that a switch can handle.

A. Oh. That's some number I knew at one time. I would have to go -- I don't keep numbers like that in my

head, so I don't recall.

Q. In this case Mr. Meyer has testified that the DMS-250 has much more call processing capacity than the DMS-200. Do you have any knowledge to dispute that contention?

A. I have no knowledge on that. And I would say this: Companies provision their switches for whatever their own traffic requirements are. I don't remember numbers, but I know that the capability is quite large for the DMS switches. And yet the switch itself is built in increments, depending on what the company's actual traffic capacity is. So I'm not sure what he's referring to, if he's talking about the actual limit as set by Northern on the -- the upper limit on what the switch can do, or if he's talking about how it's actually been configured for the specific case it's being used in.

Q. On Page 3 of your testimony at Line 12 you start describing end offices. And we've already talked about this somewhat today. I mean you've previously said today that an end office has a trunk side and a line side; is that correct?

A. That's correct.

Q. And that's essentially what you're saying here?

A. Yes.

Q. For the DMS-100 end offices that Sprint has in the

Fort Myers LATA, are you aware that these offices contain the Nortel line concentrator module to terminate --

A. Yes.

Q. And the function of the line concentrator module is to terminate the calls?

A. That's where the line cards are that terminate the subscriber line into the switch. That's one way that subscriber lines get terminated into the switch. It's not the only way.

Q. What other ways are there?

A. Okay. One way is direct integrated pair gain. For instance, in a Nortel environment you could have a DMS-1 urban, which is a subscriber line concentrator. You might hear it referred to as a digital loop carrier, digital line carrier. What that is is it's a piece of equipment that sits in a cabinet out closer to the end user, perhaps at the entrance to a large subdivision. The subscriber lines are terminated into that piece of equipment, T1s usually, although sometimes fiber carry those calls back into the switch, and rather than terminating in a line concentrating module, they terminate in a remote module of some type. It's different equipment than an LCM. You might have the lines terminated in a remote switching center, which is actually -- using a remote concentrating -- RCC, remote concentrating cabinet, located in a building out away from

the host. And those lines are carried back into the host switch, and they generally go into a line trunk controller, as opposed to a line concentrating module.

Q. Anything else?

A. You also have a DTC in the switch, a digital trunk controller, and some remote type units might actually terminate into that.

Q. What kind of remote units would those be?

A. That could be next generation of digital loop carrier. My mind just went blank. Like a DSCS, D-S-C-S, and I don't recall off the top of my head who the manufacturer of that is, but that's another type of pair gain in effect that might terminate into a digital trunk controller because it's going to come in on T1s.

Q. By pair gain you're talking about line concentrators?

A. Basically, yes.

Q. So if I can fairly summarize what you just testified to, there are essentially three different ways to terminate lines into an end office. One is to have the pair terminate directly into the line concentrator module, and those would be a pair that ran all the way out to the end customer?

A. True.

Q. Correct? A second way would be through some sort

of line concentrating device that would be part of the distribution system, so that pairs don't have to come all the way back to the end office?

A. That's true.

Q. And then the third would be the pairs actually terminate into a remote office that interconnects with the host office?

A. That's true.

Q. And does that present -- include the whole gamut of terminations?

A. I believe that covers everything.

Q. So given -- line concentrating devices that are used out in the distribution system alleviate the need for Sprint to have to put pairs all the way back to the end office, correct?

A. That's one of the reasons that you do that, yes.

Q. But they certainly aren't essential to being able to terminate calls, originate calls, because you can have pairs that go directly to the line concentrating module?

A. True.

Q. Are you familiar with Nortel's line interface module?

A. No.

Q. So you don't have any basis upon which to disagree with John Meyer's testimony that the line interface module

is located in a cellular end office, which is a cell site, correct?

A. I don't know that there are line interface modules terminated in a cell site.

Q. You don't know -- have enough familiarity with a wireless network to know the answer to that question; is that correct?

A. I don't know specifically what the Nortel equipment is called that's located in that cell site.

Q. Thank you. Talking about line concentrating devices, like the ones that we've talked about that provide T1 connectivity back to the end office, you don't contend here today that cellular end office, cell site, is the functional equivalent of a line concentrating device, do you?

MR. REHWINKEL: Let me just ask, you use the term "cellular end office," which is a --

MR. ADAMS: Cell site. I used both in there.

THE WITNESS: Okay. You're asking me do I believe it is functionally equivalent?

BY MR. ADAMS:

Q. I said, you do not believe that a line concentrating device is the functional equivalent of a cell site, or what we refer to as a cellular end office?

A. I believe that they provide a very similar

function, the cell site and the line concentrating, and the pair gain. That's you asked me, right?

Q. Pair gain -- yeah, I just want to make sure our terminology is clear here so when we go back and read this we can make sense out of it. By pair gain you're referring to a line concentrator?

A. Line concentrating device.

Q. Right.

A. I believe that the functionality is similar, that is with both the cell site and the pair gain device or the line concentrating device, the customers can only connect to those devices. Now I understand in the case of a cell site, because they're driving around, the transceiver is going to determine which one of those cell sites it's closest to and it's going to have to hone into that. But what I mean is, from either of those devices, that call cannot go just wherever it wants to in the network. It only has one choice, and that choice is to go back to its host switch.

So from that respect, I consider them to be functionally equivalent. I'm not saying that they're the same, because obviously they're not the same thing. If they were exactly the same then it would be a pair gain device.

Q. You've already agreed that a line concentrating device or a pair gain, whichever we're talking about are the same, are not necessary for one of your customers to

terminate calls, correct?

A. It does not have to be in our network, that is true.

Q. Do you know whether a cell site is essential for a cellular customer --

A. Yes, you have --

Q. Let me finish my question -- a cell site is essential for a cellular customer to terminate calls?

A. Yes, I believe you have to have a cell site to terminate calls, which is why I say they're not exactly the same. But you asked about do I see functional equivalents. And to the extent that I described, yes, I do.

Q. And once again, the functional equivalent -- I'm not sure I understood where you saw the functional equivalency.

A. Okay, whenever a call comes into your cell site or into our pair gain device, that call only has one choice. It has to go back to its host, in your case to the MTSO, to be switched; in our case it has to make its way back to the host to be switched. Because all that's happening in the cell site and the pair gain is it's being assigned a time slot on a trunk, if you will, that's taking it back to its host. It cannot be routed anywhere else other than to its own host. So in that respect I see them as somewhat functionally equivalent.

Q. But you've also testified that you're not familiar with the Nortel line interface module --

A. Not specifically --

Q. I'm sorry -- that is located in a cellular end office cell site, correct?

A. That's correct, not specifically.

Q. And that is an actual card that terminates a wireless call between a wireless phone and the wireless network, correct?

A. The LIM?

Q. Yes.

A. I don't know specifically what all its function is.

Q. You also agree that a cell site or cellular end office is an essential piece of equipment for a cellular network to function, correct?

A. Yes.

Q. And you also cannot dispute that a DMS-250 has more call processing capability than a DMS-200?

A. I can't dispute it, nor can I agree with it. I just don't know.

Q. Why don't we -- can we take a five-minute, ten-minute break here and come back?

A. Sure.

(Recess from 9:35 a.m. until 9:45 a.m.)

BY MR. ADAMS:

Q. On Page 6 of your testimony at Line 7, you discuss ring architecture.

A. Yes.

Q. Are you taking a position today on what part of the wireless network is the functional equivalent of ring architecture?

A. Am I taking a position on what this is functionally equivalent to in a wireless network?

Q. Correct.

A. No.

Q. Later on the page at Line 20 you mention remote switches. And the same question there.

A. No.

Q. On Page 7, Lines 8 through 13, you discuss features, such as call waiting, call forwarding, three-way calling and speed dialing. Do you see that?

A. Yes.

Q. Are those features part of where the call processor is located?

A. Yes. Those features are in the software load of the host.

Q. Okay. Are you aware that Wireless One has a microwave transmission system?

A. I am aware that they have towers with microwaves.

Q. Are you aware that they have a proprietary microwave transmission system?

A. Yes.

Q. And you don't -- you're not -- you don't dispute that that system provides transmission capability between cellular end offices, cell sites, or -- and the cellular tandem office or MTSO, correct?

A. If I understand, I understand that there is generally T1s between your cell site and your MTSO.

Q. Providing transmission?

A. That is carrying those calls from your cell site to your MTSO.

Q. And that functionality would be the same as the trunking between your end office and your tandem, correct?

MR. REHWINKEL: You mean functionality from an engineering standpoint?

MR. ADAMS: Providing the transmission of the calls between Sprint's end office and Sprint's tandem.

THE WITNESS: I would liken it more to the functionality carrying our calls from our pair gain device to the host.

BY MR. ADAMS:

Q. Well, I'm not talking about -- I'm not trying to create that fine a line. I'm just --

A. But you are transporting calls.

Q. Thank you. That's all I was trying to get to. And we've already -- or you've already testified that pair gain device or a line concentrator is not an essential piece of equipment in the Sprint network?

A. True.

Q. You don't have any -- strike that.

You would agree with me today that the real point of disagreement between Wireless One and Sprint in this case is whether our cellular end offices, cell sites, are the functional equivalent of Sprint's end offices, correct?

A. I would agree that that is a point of disagreement.

Q. And Sprint's position is that the cellular end offices are part of the distribution system akin to a line concentrator in your system; is that correct?

A. We would agree that the cell site is part of your distribution system, as is our pair gain.

Q. We don't agree with that, just so that's clear. I mean that is your position, correct?

A. Yes.

Q. Have you described today in your deposition all of the reasons why you believe that a Sprint end office is not the functional equivalent of a Wireless One cell site, cellular end office?

MR. REHWINKEL: I would object to that question,

Bill. Her testimony in the deposition is a product of your questions. And Ms. Khazraee is -- her prefiled rebuttal testimony contains the position that's been put forth for consideration by the Commission in this matter. So to the extent that she has testified, it is in response to any questions that you've asked. So it would be a function of whether you've asked the right questions rather than this is her position on behalf of Sprint in this case.

MR. ADAMS: I'm asking her has everything been discussed today that supports her position.

THE WITNESS: Trying to remember back to everything we've talked about, I think so.

MR. ADAMS: I may be finished, but I just want to take a few minutes to go over some notes.

MR. REHWINKEL: Fine.

(Discussion off the record.)

MR. ADAMS: Can we take another five-minute break or so?

(Recess from 10:00 a.m. until 10:01 a.m.)

MR. ADAMS: We're done.

(Deposition concluded at 10:01 p.m.)

CERTIFICATE OF ADMINISTERING OATH

STATE OF FLORIDA)

COUNTY OF LEON)

I, LISA GIROD JONES, Registered Professional Reporter and Notary Public for the State of Florida;

DO HEREBY CERTIFY that the witness named herein personally appeared before me at the time and place designated and was duly sworn.

WITNESS MY HAND AND SEAL this 17th day of November 1997, in the County of Leon, State of Florida.

Lisa Girod Jones, RPR, RMR
Notary Public, State of Florida

Lisa Girod Jones
MY COMMISSION # CC639729 EXPIRES
May 11, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition By Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for Arbitration with Sprint-Florida, Incorporated Pursuant to Section 252 of the Telecommunications Act of 1996.	))))	Docket No. 971194-TP

Notice of Deposition of F. Ben Poag Duces Tecum

To: Charles J. Rehwinkel, Esq.
General Attorney
Sprint-Florida, Inc.
P.O. Box 2214
MC FLTLHO0107
Tallahassee, Florida 32301

Notice is hereby given that Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida ("Wireless One") will take the deposition duces tecum of F. Ben Poag as if on cross examination, in the 5th floor conference room of Sprint-Florida, Inc., 1520 Lee Street, Ft. Myers, Florida, on Monday, October 20, 1997, commencing immediately after the conclusion of Sprint-Florida's noticed deposition of Francis J. Heaton. The deposition will continue from day to day until complete. The deposition will be used for discovery, at hearing, or for any other purpose allowed by law. The telephone number 941-335-0058 will be available to call for the deposition.

Mr. Poag is directed to bring with him at the time of his deposition, and make available for inspection and copying, the following:

1. A complete set of Sprint Florida, Incorporated's ("Sprint") current tariffs on file with the Florida Public Service Commission, including its mobile services, access, and intraLATA toll tariffs;

2. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current intraLATA toll tariff rates; and

3. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current mobile services tariff reverse option rate.

EXHIBIT
1 Poag
CAT 10-20-97

To the extent Sprint-Florida claims any of this information to be confidential, Wireless One agrees to protect the information under the non-disclosure agreement between the parties.

William A. Adams
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113946.1

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Deposition Duces Tecum was served upon the following parties by facsimile and U.S. Mail on this 16th day of October, 1997.

William A. Adams

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William Cox, Esq.
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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd

h. Rate Table (Cont'd)

1) Basic Rate Table for All Classes of Service [1,2]

UNITED TELEPHONE

	Day	
Rate Mileage	Initial 1 Minute	Each Additional Minute
11 - 22	$ .24	$ .14
23 - 55	.24	.21
56 - 124	.24	.21
125 - 292	.24	.21

CENTRAL TELEPHONE

	Day	
Rate Mileage	Initial 1 Minute	Each Additional Minute
0 - 10	$ .17	$ .07
11 - 22	.18	.14
23 - 55	.24	.20
56 - 124	.24	.20
125 - 292	.24	.20

[1] Discounts apply as shown in D.1.h.3) following.
[2] Charges applicable to service between 0-10 miles can be found in A3.

EXHIBIT
2 Poag
LAT 10-2097

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag
Director

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd

h. Rate Table (Cont'd)

2) Additional Charges

a) The following charges are in addition to the Basic Rate Table preceding when the call is placed using the following operator services:

		Charge Per Call	
(1)	Station		
	(a) Customer Dialed Calling Card	$ .90	(I)
	(b) All other	1.10	(I)
(2)	Person		
	(a) All Calls	2.50	

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag
Director

SECTION A18
First Revised Sheet 24
Cancelling Original Sheet 24
Effective: July 20, 1997

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd

h. Rate Table (Cont'd)

3) Discounts and Applicable Rate Periods

a) Discounts apply equally to the total charges for all messages with fractional amounts rounded down to the lower cent. Discounts do not apply to add on charges for customer dialed calling card, other station or person charges show in Section A18.D.1.h.(2) preceding.

Applicable Discounts

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
8:00 a.m. to 5:00 p.m.[1]	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	40% Disc	40% Disc	(R)
5:00 p.m. to 11:00 p.m.[1]	15% Disc	15% Disc	15% Disc	15% Disc	15% Disc	40% Disc	15% Disc	(R)
11:00 p.m. to 8:00 a.m.[1]	40% Disc	40% Disc	40% Disc	40% Disc	40% Disc	40% Disc	40% Disc	(R)

[1] To, but not including.

#2

NOV 14 1994

T-94-589

Sprint
United Telephone-Florida
Centel-Florida

Box 165000
Mail Code 5926
Altamonte Springs, Florida 32716-5000
Telephone: 407-889-6405
Fax: 407-884-7020

F. B. (Ben) Poag
Director
Tariffs & Regulatory

November 2, 1994

Mr. Walter D'Haeseleer
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0865

Re: Rate Reduction Filing

Dear Mr. D'Haesseleer:

Enclosed are four copies each of the following United Telephone Company of Florida Access Service Tariff and General Exchange Tariff Pages:

Section E6	Fourth Revised Page 75
Section E16	Eighth Revised Page 4
Section A18	Fifth Revised Sheet 13 Second Revised Sheet 22.2
Section A25	Seventh Revised Sheet 15 Ninth Revised Sheet 17

This filing is being made in response to continuing pressure by our largest customers to reduce access charges. The filing impacts three major areas - switched access rates, cellular interconnection usage rates and intraLATA toll rates. The total proposed revenue reduction is projected to be $10.64M in 1995 (attachment A).

Switched access charge reductions account for $9M, or about 85%, of the total revenue reduction (attachment B). With expanded interconnection for both switched and special access in effect in the interstate jurisdiction, and expected to be approved in the intrastate jurisdiction, new opportunities for bypass have emerged. This proposed switched access rate reduction continues the process of reducing the rates for these more competitive services to a level that is sustainable in the long run.

EXHIBIT
3 Page
LAT 102097

T-94-589

Cellular interconnection rates are proposed to be reduced by $1.08M (attachment C). This revenue reduction is driven by the switched access rate reductions above and a change in the calculation of cellular usage on mobile-to-land calls. United and Centel presently use different methods for calculating this usage: United bills access time and Centel bills conversation time only. This tariff filing will establish consistency between the two companies with respect to the calculation of cellular usage by changing United's method to conversation time only.

Finally, United is proposing reductions in its intraLATA toll rates. These reductions are designed to respond to competition in this market as switched access charges are reduced and IXCs reduce their long distance rates. Basic MTS rates (attachment D) have been reduced less than switched access rates overall, but rates for TeleSaver (attachment E), United's intraLATA toll volume discount plan, have been reduced by an amount proportional to the switched access rate reduction. (Revised imputed access price floors for TeleSaver have been developed to account for the switched access rate reductions that have occurred since the floors were originally established in 1991. Attachment F provides additional supporting detail).

Acknowledgment, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is enclosed for this purpose.

Commission consideration and approval of the enclosed pages, with an effective date of January 1, 1995, is respectfully requested.

Sincerely,

Ben Poag
Director - Tariffs and Regulatory

Enclosures

Service	*Pres. Rev.*	*Prop. Rev.*	*Rev. Change*
CCL	$66,608,630	$57,607,887	($9,000,743)
Cellular	$4,665,111	$3,575,789	($1,089,322)
Telesaver	$429,131	$399,830	($29,301)
IntraLATA Toll	$42,497,188	$41,976,136	($521,052)
Total	$114,200,060	$103,559,642	($10,640,418)

SWITCHED ACCESS SERVICE

Service Description	Avg Monthly Billing Units*	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
Carrier Common Line - Terminating	76,126,703	$0.03820	$0.03360	($0.00460)	-12.0%	$34,896,481	$30,694,287	($4,202,194)
Carrier Common Line - Originating	86,930,234	$0.03040	$0.02580	($0.00460)	-15.1%	$31,712,149	$26,913,600	($4,798,549)
TOTAL	163,056,937					$66,608,630	$57,607,887	($9,000,743)

* Demand includes MABC (Section E16) Receivables.

INTERCONNECTION OF MOBILE SERVICES

Rate Change

Service Description	Access Minutes	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	$0.0349	$0.0334	($0.0015)	-4.3%	$3,134,810	$3,000,076	($134,734)
MOBILE TO LAND DISCOUNT	3,149,763	$0.0246	$0.0234	($0.0012)	-4.9%	$929,810	$884,453	($45,357)
LANDTO MOBILE INTRALATA INTRACOMPANY	776,747	$0.0634	$0.0588	($0.0046)	-7.3%	$590,949	$548,073	($42,876)
LANDTO MOBILE INTRALATA INTERCOMPANY	6,202	$0.1282	$0.1236	($0.0046)	-3.6%	$9,542	$9,199	($343)
Sub-Total	11,417,933					$4,665,111	$4,441,801	($223,310)

Access vs. Conversation Minutes

Service Description	Access Minutes	Conversation Minutes	Prop. Rate	Access to Conversation Decrease	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	5,816,474	$0.0334	(1,668,746)	-22.3%	$3,000,076	$2,331,243	($668,833)
MOBILE TO LAND DISCOUNT	3,149,763	2,447,558	$0.0234	(702,205)	-22.3%	$884,453	$687,274	($197,179)
LANDTO MOBILE INTRALATA INTRACOMPANY	776,747	776,747	$0.0588	0	0.0%	$548,073	$548,073	$0
LANDTO MOBILE INTRALATA INTERCOMPANY	6,202	6,202	$0.1236	0	0.0%	$9,199	$9,199	$0
Sub-Total	11,417,933	9,046,982				$4,441,801	$3,575,789	($866,012)

Total **($1,089,322)**

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
Two-Point Service Between Land Wire Telephones								
11-22 DAY 1ST MINUTE	752,006	$0.2500	$0.2400	($0.0100)	-4.0%	$2,256,017	$2,165,776	($90,241)
23-55 DAY 1ST MINUTE	1,972,878	$0.2500	$0.2400	($0.0100)	-4.0%	$5,918,634	$5,681,889	($236,745)
56-124 DAY 1ST MINUTE	195,509	$0.2500	$0.2400	($0.0100)	-4.0%	$586,528	$563,067	($23,461)
125-292 DAY 1ST MINUTE	4	$0.2500	$0.2400	($0.0100)	-4.0%	$13	$12	($1)
11-22 DAY ADDL MINUTE	1,863,529	$0.1400	$0.1400	$0.0000	0.0%	$3,130,729	$3,130,729	$0
23-55 DAY ADDL MINUTE	4,450,348	$0.2100	$0.2100	$0.0000	0.0%	$11,214,876	$11,214,876	$0
56-124 DAY ADDL MINUTE	530,251	$0.2100	$0.2100	$0.0000	0.0%	$1,336,232	$1,336,232	$0
125-292 DAY ADDL MINUTE	14	$0.2100	$0.2100	$0.0000	0.0%	$34	$34	$0
11-22 EVENING 1ST MINUTE	390,757	$0.1875	$0.1800	($0.0075)	-4.0%	$879,203	$844,035	($35,168)
23-55 EVENING 1ST MINUTE	773,245	$0.1875	$0.1800	($0.0075)	-4.0%	$1,739,801	$1,670,209	($69,592)
56-124 EVENING 1ST MINUTE	88,186	$0.1875	$0.1800	($0.0075)	-4.0%	$198,418	$190,481	($7,937)
125-292 EVENING 1ST MINUTE	2	$0.1875	$0.1800	($0.0075)	-4.0%	$5	$5	$0
11-22 EVENING ADDL MINUTE	1,629,275	$0.1050	$0.1050	$0.0000	0.0%	$2,052,886	$2,052,886	$0
23-55 EVENING ADDL MINUTE	3,630,176	$0.1575	$0.1575	$0.0000	0.0%	$6,861,033	$6,861,033	$0
56-124 EVENING ADDL MINUTE	543,150	$0.1575	$0.1575	$0.0000	0.0%	$1,026,554	$1,026,554	$0
125-292 EVENING ADDL MINUTE	5	$0.1575	$0.1575	$0.0000	0.0%	$10	$10	$0
11-22 NGHT/WKND 1ST MINUTE	299,292	$0.1250	$0.1200	($0.0050)	-4.0%	$448,939	$430,981	($17,958)
23-55 NGHT/WKND 1ST MINUTE	581,565	$0.1250	$0.1200	($0.0050)	-4.0%	$872,348	$837,454	($34,894)
56-124 NGHT/WKND 1ST MINUTE	58,383	$0.1250	$0.1200	($0.0050)	-4.0%	$87,574	$84,071	($3,503)
125-292 NGHT/WKND 1ST MINUTE	1	$0.1250	$0.1200	($0.0050)	-4.0%	$2	$2	$0
11-22 NGT/WKND ADDL MINUTE	933,669	$0.0700	$0.0700	$0.0000	0.0%	$784,282	$784,282	$0
23-55 NGT/WKND ADDL MINUTE	2,086,300	$0.1050	$0.1050	$0.0000	0.0%	$2,628,738	$2,628,738	$0
56-124 NGT/WKND ADDL MINUTE	305,523	$0.1050	$0.1050	$0.0000	0.0%	$384,959	$384,959	$0
125-292 NGT/WKND ADDL MINUTE	2	$0.1050	$0.1050	$0.0000	0.0%	$3	$3	$0
Total	21,084,070					$42,407,818	$41,888,318	($519,500)

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
11-22 DAY 1ST MIN	3,079	$0.1750	$0.1680	($0.0070)	-4.0%	$5,466	$6,207	($259)
23-55 DAY 1ST MIN	4	$0.1750	$0.1680	($0.0070)	-4.0%	$9	$8	($1)
56-124 DAY 1ST MIN	0	$0.1750	$0.1680	($0.0070)	-4.0%	$0	$0	$0
125-292 DAY 1ST MIN	0	$0.1750	$0.1680	($0.0070)	-4.0%	$0	$0	$0
11-22 DAY ADDL MIN	7,319	$0.0980	$0.0980	$0.0000	0.0%	$8,608	$8,608	$0
23-55 DAY ADDL MIN	13	$0.1470	$0.1470	$0.0000	0.0%	$22	$22	$0
56-124 DAY ADDL MIN	0	$0.1470	$0.1470	$0.0000	0.0%	$0	$0	$0
125-292 DAY ADDL MIN	0	$0.1470	$0.1470	$0.0000	0.0%	$0	$0	$0
11-22 EVENING 1ST MIN	2,299	$0.1313	$0.1260	($0.0053)	-4.0%	$3,623	$3,476	($147)
23-55 EVENING 1ST MIN	5	$0.1313	$0.1260	($0.0053)	-4.0%	$8	$8	$0
56-124 EVENING 1ST MIN	0	$0.1313	$0.1260	($0.0053)	-4.0%	$0	$0	$0
125-292 EVENING 1ST MIN	0	$0.1313	$0.1260	($0.0053)	-4.0%	$0	$0	$0
11-22 EVENING ADDL MIN	10,308	$0.0735	$0.0735	$0.0000	0.0%	$9,092	$9,092	$0
23-55 EVENING ADDL MIN	26	$0.1103	$0.1103	$0.0000	0.0%	$35	$35	$0
56-124 EVENING ADDL MIN	0	$0.1103	$0.1103	$0.0000	0.0%	$0	$0	$0
125-292 EVENING ADDL MIN	0	$0.1103	$0.1103	$0.0000	0.0%	$0	$0	$0
11-22 NT/WKND 1ST MIN	1,562	$0.0875	$0.0840	($0.0035)	-4.0%	$1,641	$1,575	($66)
23-55 NT/WKND 1ST MIN	3	$0.0875	$0.0840	($0.0035)	-4.0%	$3	$3	$0
56-124 NT/WKND 1ST MIN	0	$0.0875	$0.0840	($0.0035)	-4.0%	$0	$0	$0
125-292 NT/WKND 1ST MIN	0	$0.0875	$0.0840	($0.0035)	-4.0%	$0	$0	$0
11-22 NT/WKND ADDL MIN	5,377	$0.0490	$0.0490	$0.0000	0.0%	$3,162	$3,162	$0
23-55 NT/WKND ADDL MIN	10	$0.0735	$0.0735	$0.0000	0.0%	$9	$9	$0
56-124 NT/WKND ADDL MIN	0	$0.0735	$0.0735	$0.0000	0.0%	$0	$0	$0
125-292 NT/WKND ADDL MIN	0	$0.0735	$0.0735	$0.0000	0.0%	$0	$0	$0
Total	30,007					$32,678	$32,205	($473)

The calculation of the rates is based on 70% of IntraLATA Toll Rates

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
OEAS II USAGE CHARGES								
11-22 DAY 1ST MIN	11,804	$0.1250	$0.1200	($0.0050)	-4.0%	$17,706	$16,997	($709)
23-55 DAY 1ST MIN	3,230	$0.1250	$0.1200	($0.0050)	-4.0%	$4,844	$4,651	($193)
56-124 DAY 1ST MIN	0	$0.1250	$0.1200	($0.0050)	-4.0%	$0	$0	$0
125-292 DAY 1ST MIN	0	$0.1250	$0.1200	($0.0050)	-4.0%	$0	$0	$0
11-22 DAY ADDL MIN	19,680	$0.0700	$0.0700	$0.0000	0.0%	$16,531	$16,531	$0
23-55 DAY ADDL MIN	5,639	$0.1050	$0.1050	$0.0000	0.0%	$7,105	$7,105	$0
56-124 DAY ADDL MIN	0	$0.1050	$0.1050	$0.0000	0.0%	$0	$0	$0
125-292 DAY ADDL MIN	0	$0.1050	$0.1050	$0.0000	0.0%	$0	$0	$0
11-22 EVENING 1ST MIN	1,972	$0.0938	$0.0900	($0.0038)	-4.1%	$2,219	$2,129	($90)
23-55 EVENING 1ST MIN	333	$0.0938	$0.0900	($0.0038)	-4.1%	$375	$359	($16)
56-124 EVENING 1ST MIN	0	$0.0938	$0.0900	($0.0038)	-4.1%	$0	$0	$0
125-292 EVENING 1ST MIN	0	$0.0938	$0.0900	($0.0038)	-4.1%	$0	$0	$0
11-22 EVENING ADDL MIN	5,211	$0.0525	$0.0525	$0.0000	0.0%	$3,283	$3,283	$0
23-55 EVENING ADDL MIN	994	$0.0788	$0.0788	$0.0000	0.0%	$940	$940	$0
56-124 EVENING ADDL MIN	0	$0.0788	$0.0788	$0.0000	0.0%	$0	$0	$0
125-292 EVENING ADDL MIN	0	$0.0788	$0.0788	$0.0000	0.0%	$0	$0	$0
11-22 NT/WKND 1ST MIN	1,970	$0.0625	$0.0600	($0.0025)	-4.0%	$1,477	$1,418	($59)
23-55 NT/WKND 1ST MIN	400	$0.0625	$0.0600	($0.0025)	-4.0%	$300	$288	($12)
56-124 NT/WKND 1ST MIN	0	$0.0625	$0.0600	($0.0025)	-4.0%	$0	$0	$0
125-292 NT/WKND 1ST MIN	0	$0.0625	$0.0600	($0.0025)	-4.0%	$0	$0	$0
11-22 NT/WKND ADDL MIN	3,506	$0.0350	$0.0350	$0.0000	0.0%	$1,472	$1,472	$0
23-55 NT/WKND ADDL MIN	698	$0.0525	$0.0525	$0.0000	0.0%	$440	$440	$0
56-124 NT/WKND ADDL MIN	0	$0.0525	$0.0525	$0.0000	0.0%	$0	$0	$0
125-292 NT/WKND ADDL MIN	0	$0.0525	$0.0525	$0.0000	0.0%	$0	$0	$0
Total	55,435					$56,692	$55,613	($1,079)

The calculation of the rates is based on 50% of IntraLATA Toll Rates

Service Description	Average Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
RES-1 HR MO MINIMUM	27,804	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$46,711	$43,374	($3,337)
RES-EACH ADDL MIN	72,533	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$121,855	$113,151	($8,704)
BUS-2 HR MO MINIMUM	20,532	$ 0.1600	$ 0.1500	($0.0100)	-6.3%	$39,421	$36,958	($2,463)
BUS-EACH ADDL MIN	39,745	$ 0.1600	$ 0.1500	($0.0100)	-6.3%	$76,310	$71,541	($4,769)
BUS-10 HR MO MINIMUM	20,344	$ 0.1500	$ 0.1400	($0.0100)	-6.7%	$36,619	$34,178	($2,441)
BUS-EACH ADDL MIN	16,683	$ 0.1500	$ 0.1400	($0.0100)	-6.7%	$30,029	$28,027	($2,002)
BUS-25 HR MO MINIMUM	24,247	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$40,735	$37,825	($2,910)
BUS-EACH ADDL MIN	22,292	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$37,451	$34,776	($2,675)
Total	244,160					$429,131	$399,830	($29,301)

Imputation-Rea

Originating Switched Access

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	0.0644

Terminating Switched Access

B) Service	Rates	
Carrier Common Line	0.0336	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	0.0666

C) Average Access rate per conv. minute (A+B)	0.1310
D) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Billed MTS Minutes/Message	4.8400
E) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Conversation MTS Minutes/Message (Accounts for 30 sec. rounding)	4.3400
F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E)	1.1152
G) Average Access rate per conv. minute (from C above)	0.1310
H) Factored Average Access rate per conv. minute (G/F)	0.1175
I) PRICE FLOOR FOR RESIDENTIAL TELESAVER	0.1175

Originating Switched Access

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	0.0644

Terminating Switched Access

B) Service	Rates	
Carrier Common Line	0.0336	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	0.0666

C) Average Access rate per conv. minute (A+B)	0.1310
D) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Billed MTS Minutes/Message	2.9000
E) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Conversation MTS Minutes/Message (Accounts for 30 sec. rounding)	2.4000
F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E)	1.2083
G) Average Access rate per conv. minute (from C above)	0.1310
H) Factored Average Access rate per conv. minute (G/F)	0.1084
I) PRICE FLOOR FOR BUSINESS TELESAVER	0.1084

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Sheet 17

Effective: January 1, 1997

E3. CARRIER COMMON LINE ACCESS

E3.8 Rates and Charges

A. The rate for Carrier Common Line Access is:

1. Carrier Common Line

	United Telephone Rate	Central Telephone Rate	USOC
(a) Originating Access Minute, each	.0258	.0304	NA
(b) Terminating Access Minute, each	.0336	.0382	NA

EXHIBIT
4 Poag
LAT 10-2097

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 135

Effective: January 1, 199

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

	United Telephone	Central Telephone
- Per Access Minute	$ 0.010824	$0.017333

E6.8.2 Switched Transport

A. Entrance Facility

	Monthly Rate	Nonrecurring Charge
1. Voice Grade		
- Four Wire	$ 80.00	$144.00
2. DS1		
- Zone 1	$189.00	$360.00
- Zone 2	$210.00	$360.00
- Zone 3	$220.50	$360.00

3. DS3
- Per DS3

	Monthly Rate			
	Within CO	0-3 Miles	Over 3 Miles	Nonrecurring Charge
Zone 1	$832	$1,463	$2,577	$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 136

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

B. Direct-Trunked Transport

	Monthly Rate		Nonrecurring
	Fixed	Per Mile	Charge
1. Voice Grade			
- Per Channel	$ 33.80	$ 1.80	$ 87
2. DS1			
- Zone 1	$ 63.90	$ 10.80	$200
- Zone 2	71.00	12.00	200
- Zone 3	74.55	12.60	200
3. DS3			
- Zone 1	$460.00	$219.00	$300
- Zone 2	472.00	243.00	300
- Zone 3	496.00	255.00	300

C. Tandem-Switched Transport

	Rate
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	$.000180
Zone 2	$.000200
Zone 3	$.000210
Facility, per Access Minute per mile	
Zone 1	$.000036
Zone 2	$.000040
Zone 3	$.000042
2. Tandem Switching Per Access Minute	
Zone 1	$.000792
Zone 2	$.000880
Zone 3	$.000924

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 137
Cancels Original Page 137

Effective: April 15, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

D. Chargeable Optional Feature

Multiplexing

	Monthly Charge	Nonrecurring Charge
DS1 to Voice Grade:		
- Zone 1	$270.00	$142.00
- Zone 2	$300.00	$142.00
- Zone 3	$315.00	$142.00
DS3 to DS1:		
- Zone 1	$540.00	$ 91.00
- Zone 2	$600.00	$ 91.00
- Zone 3	$630.00	$ 91.00

E. Installation

Nonrecurring Charge	Rate
- Per Trunk or Line	$300.00

F. Common Transport Trunk Group Performance Data Report - United Telephone (N)

Nonrecurring Charge	Rate
- Per Magnetic Tape	$ 50.00
- Other Media	ICB

G. Network Blocking Charge (Applies to FGD)

- Per Call Blocked	$.0080

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 138

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features

1. Supervisory Signaling

a. DX Supervisory Signaling arrangement
- Per Transmission Path[1]

b. SF Supervisory Signaling
- Per Transmission Path[2]

c. E&M Type 1 Supervisory Signaling arrangement
- Per Transmission Path[1]

d. E&M Type II Supervisory Signaling arrangement
- Per Transmission Path[1]

e. E&M Type III Supervisory Signaling
- Per Transmission Path[3]

f. Tandem Supervisory Signaling
- Per Transmission Path[4]

Note [1]: Available with Interface Groups 1 and 2.
Note [2]: Available with Interface Groups 2 and 6 through 9.
Note [3]: Available with Interface Groups 1 and 2 for FGC and FGD.
Note [4]: Available with Interface Group 2 for FGA.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 139

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features (Cont'd)

2. Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company

- Per Transmission Path[1]

3. Customer specification of Switched Transport Termination Four-wire termination in lieu of two-wire termination

- Per Transmission Path[2]

4. Switched digital 56 Kbps (e.g., SwitchLink Plus℠) services access capability

- Per Trunk arranged[3]

I. CCS/SS7 Interconnection

1. Local Channel

- Per Point of Termination

	Monthly Rate	Nonrecurring Charge Initial	Additional
- 56.0 kbps	$ 69.10	$350.00	$ 99.00
- 1.544 Mbps	140.90	745.00	335.00

Note 1: Available with Interface Groups 2 through 9 for FGA and FGB. The range of transmission levels which may be specified is described in Technical Reference PUB TR-NPL-000334.

Note 2: Available with Feature Group B with Type B Transmission Specifications.

Note 3: Available with Interface Group 6 through 9 for Feature Group D.

ACCESS SERVICE TARIFF

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

I. CCS/SS7 Interconnection (Cont'd)

2. Interoffice Channel

	Fixed Monthly Charge	Monthly Charge Per Mile	Nonrecurring Charge per Channel
(a) 56.0 Kbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	$ 37.55	$ 3.80	$ 36.00
(3) 9 - 25 miles	37.55	3.70	36.00
(4) Over 25 miles	37.55	3.60	36.00
(b) 1.544 Mbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	$ 64.35	$ 29.80	$ 200.00
(3) 9 - 25 miles	64.35	27.95	200.00
(4) Over 25 miles	64.35	26.10	200.00

3. Multiplexing

DS1 to DS0 (required with 1.544 Mbps)

- Per Arrangement

	Monthly Rate	Nonrecurring Charge Initial	Additional
Each	$119.80	$66.00	$180.00

4. STP Port Charge

	Monthly Rate	Nonrecurring Charge
Per Port	$485.00	None

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

A. Local Switching

	Rate
1. Per Access Minute	$.0177

2. Common Switching Nonchargeable Optional Features

a. Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group

b. Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group

c. Hunt Group Arrangement, available with FGA, Per Transmission Path Group

d. Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group

e. Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path

f. Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity

g. Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch

h. Cut-Through, available with FGD, Per End Office or Access Tandem

i Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group

j. Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group

k. Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 142

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

2. Common Switching Nonchargeable Optional Features

l. Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group

m. Service Class Routing, available with FGC and FGD, Per Transmission Path Group

n. Alternate Traffic Routing

- Multiple Customer Premises Alternate Routing, available with FGB, FGC, and FGD, Per Transmission Path or Transmission Path Group

- End Office Alternate Routing when ordered in Trunks, available with FGB and FGD, Per Transmission Path or Transmission Path Group

o. Trunk Access Limitation Arrangement, available with FGC and FGD, Per End Office

p. Call Gapping Arrangement, available with FGD, Per End Office

q. Band Advance Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per arrangement

r. End Office End User Line Service Screening on Dedicated Access Line Service, available with FGC and FGD[1], Per Transmission Path

Note [1]: This feature is required for originating only Dedicated Access Lines.

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

2. Common Switching Nonchargeable Optional Features (Cont'd)

s. Hunt Group Arrangement for Dedicated Access Lines Service, available with FGC and FGD, Per Transmission Path Group

t. Uniform Call Distribution Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path Group

u. Nonhunting Number for use with Hunt Group Arrangement or U.C.D. Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path

v. Switched digital 56 Kbps (e.g., SwitchLink Plus℠) services switching capability, available with Feature Group D only, Per Trunk Arrangement

w. Enhanced Call Denial, available with FGA only, Per Line Equipped

x. Prohibit 10XXX, available only with WATS Arrangement Option, Per Arrangement Equipped

y. Calling Party Number, Per end office, per trunk group

z. Charge Number, Per end office, per trunk group

aa. Carrier Selection Parameter, Per end office, per trunk group

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 144
Cancels Original Page 144

Effective: April 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

3. Transport Termination Nonchargeable Options

a. Line Side Terminations for FGA

(1) Two Way Operation
- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(2) Terminating Operation
- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(3) Originating Operation
- Loop Start
- Ground Start

b. Standard Trunk Terminations for FGB, FGC, and FGD

(1) Standard Trunk for Originating, Terminating or Two-Way operation, available with FGB, FGC and FGD

(2) Rotary Dial Station Signaling Trunk, available with FGB

(3) Operator Trunk, available with FGB or FGC, and FGD when used in conjunction with Inward Operator Services (D)

(4) Operator Trunk, Full Feature Arrangement, available with FGD

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 145

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

4. Trunk Conversion Charge

Nonrecurring charges will apply when a customer requests a conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency signaling as specified below.

	Nonrecurring Charge
- Per 24 Channels Converted or Fraction Thereof	$50.52

5. End Office to Tandem Rearrangement Charge

Nonrecurring charges as specified below will apply when a customer requests end office or tandem rearrangement of FGD trunks as set forth in 6.7.1*** preceding.

	Nonrecurring Charge
- Per 24 Channels Converted or Fraction Thereof	$63.15

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

6. Calling Party Number Parameter Charge[1]

Nonrecurring charges as specified below will apply when a customer requests the Calling Party Number Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

	Nonrecurring Charge
- Per End Office Equipped	$21.05

7. Carrier Selection Parameter[1]

Nonrecurring charges as specified below will apply when a customer requests the Carrier Selection Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

	Nonrecurring Charge
- Per End Office Equipped	$21.05

Note[1] If both the Carrier Selection Parameter and the Calling Party Number Parameter optional features are requested on the same access order, only one nonrecurring parameter charge will apply.

ACCESS SERVICE TARIFF

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

B. Line Terminations

Dedicated Access Line Terminations Nonchargeable Options

1. Line Side Terminations:

   a. Originating Only Loop Start, Line Side Connection, with DTMF Address Signaling Per Transmission Path

   b. Originating Only Loop Start, Line Side Connection, with Dial Pulse Address Signaling Per Transmission Path

   c. Originating Only Ground Start, Line Side Connection, with DTMF Address Signaling Per Transmission Path

   d. Originating Only Ground Start, Line Side Connection, with Dial Pulse Address Signaling Per Transmission Path

   e. Terminating Only Loop Start, Line Side Connection Per transmission Path

   f. Terminating Only Ground Start, Line Side Connection Per Transmission Path

2. Trunk Side Terminations:

   Terminating Only Trunk Side Connection for forwarding of Dialed Number Identification to End User Per Transmission Path

C. 900 Access Service NXX Activation Charge - Central Telephone

1. Per Company End Office Switch or Access Tandem in which translations are required

	Nonrecurring Charge
a. First NXX Code submitted on ASR	$43.61
b. Additional NXX Codes submitted on the same ASR	$21.51

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 148

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service

A. Monthly Rate

1. Access Lines

		Monthly Rate	USOC
(a)	2 wire InterLATA OutWATS, only[1,2]	$38.00	X2B
(b)	4 wire InterLATA OutWATS, only[1,2]	38.00	X4B

2. Access Line Extensions

a. Located in the Same Exchange as Main Termination

(1) First extension termination on different premises from main termination

Each	$25.00	WSP++

(2) Additional termination in same building as main or other extension termination

Each[3]	-	WSS++

(3) First extension termination in different building, same premises as main or other extension termination

Each	$ 9.25	WSD++

Note[1]: The Dedicated Access Line Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services.

Note[2]: This service will be available 60 days from receipt of the first request for service.

Note[3]: Nonrecurring charge applies.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 149

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'd)

2. Access Line Extensions (Cont'd)

	Monthly Rate	USOC
b. Located in Different Exchange from Main Termination within same LATA		
(1) Interexchange channel mileage charges and channel terminal charges apply as specified for series 2000 channels in this Company's General Exchange Tariff plus:		
(a) First termination	$25.00	EWW++
(b) Additional termination in same building with first or other tension termination, each[1]	-	WSS++
(c) Additional termination in different building, same premises as first or other extension termination, each	$ 9.25	WSD++
(d) Additional termination on different premises, same exchange as first termination, each	$ 25.00	WSP++
3. Four-Wire Terminating Arrangement		
Each arrangement[2]	$10.00	4WA

Note[1]: Nonrecurring charge applies.
Note[2]: This charge is in addition to the access line monthly recurring charges.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 150

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges

Service Ordering Charge - The term Service Ordering Charge means the charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer requests for service.

Central Office Work Charge and New Line Connection Charge - Covers work associated with establishing or changing each WATS access line or access line extension connection.

Premises Visit Charge - The term Premises Visit Charge means the charge that applies for a visit to the customer's premises to perform work, other than disconnect work, requested by the customer.

1. For installation of WATS access lines, extensions or four-wire terminating arrangements

a. Access Lines and Extension Lines

		Nonrecurring Charge	
		United Telephone	Central Telephone
(1)	Service Ordering - Primary Each order	$35.00	$22.00
(2)	Service Ordering - Secondary Each order	$12.50	$14.00
(3)	Central Office Work Charge[1] Each	$19.50	$21.05
(4)	New Line Connection Charge[2] Each	$31.50	$34.00
(5)	Premises Visit Each visit	$19.00	$30.00

b. Four-Wire Terminating Arrangements

(1)	This charge is in addition to the access line nonrecurring charges. Each arrangement	$17.00	$21.15

Note[1]: Central Office Work Charge is applicable for all access lines connected.
Note[2]: New Line Connection Charge is applicable for all new access lines or additional access lines over and above the number previously installed at a premises.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 151

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

For moving a dedicated access line or extension line

	Nonrecurring Charge	
	United Telephone	Central Telephone
a. Inside Move		
(1) Service Ordering Each order	$12.50	$14.00
(2) Premises Visit Each visit	$19.00	$30.00

b. Outside Move, Different Building

Moves to a different building will be treated as a disconnect of the existing access line or extension and installation charges as specified in A19 of the General Exchange Tariff will be applicable.

ACCESS SERVICE TARIFF

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

3. Conversion Charges

a. Changing the TFC Service telephone number to a different number at the request of the customer

	Nonrecurring Charge	
	United Telephone	Central Telephone
(1) Service Ordering Each order	$12.50	$14.00
(2) Central Office Work Charge[1] Each	$19.50	$21.05

b. Separating an existing TFC Service into two or more hunting arrangements which contain the same TFC Service access lines as the original hunting arrangement

(1) Service Ordering Each order	$12.50	$14.00
(2) Central Office Work Charge[1] Each	$19.50	$21.05

Note[1]: Central Office Work Charge is applicable for all access lines connected.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 153
Cancels Original Page 153

Effective: July 15, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'd) (C)

B. Installation Charges (Cont'd)

3. Conversion Charges (Cont'd)

c. Combining two or more TFC Service hunting arrangements into a single hunting arrangement containing the same TFC Service access lines.

	Nonrecurring Charge	
	United Telephone	Central Telephone
(1) Service Ordering Each order	$12.50	$14.00
(2) Central Office Work Charge[1] Each	$19.50	$21.05

4. Conversion to a Four-Wire Termination Arrangement

Each arrangement[1]	$85.75	$107.19

Note[1]: Central Office Work Charge is applicable for all access lines connected. (N)

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 154
Cancels Original Page 154

Effective: July 15, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.5 Toll Free Code (TFC) Access Service

		Nonrecurring Charge	
		United Telephone	Central Telephone
A.	TFC Access Service Data Base Query - per query	$0.008037	$.01623
B.	TFC Data Base Optional Features* - per query	$0.001344	$.00137

* When a combination of one or more TFC Data Base Optional Service Features is used, only one charge will apply.

(D)

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 155

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.6 900 Access Service - United Telephone

Additions or deletions of 900 NXX codes routed to a customer

		Nonrecurring Charge
A.	Per Company end office switch (including end office collocated with access tandem)	
	Assembly of Route Pattern - applies only on initial request for 900 Access Service	$ 4.91
B.	Per Company access tandem or end office switch providing six digit screening	
	Activation or deactivation of each 900 NXX code contained in the same request per access tandem or screening end office	$ 1.64

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Effective: February 18, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd) (N) (+)

E6.8.7 500 Access Service

Additions or deletions of 500 NXX codes routed to a customer

	Nonrecurring Charge	USOC
A. Per Company end office switch (including end office collocated with access tandem)		
Assembly of Route Pattern - applies only on initial request for Interim 500 Access Service		
1+ Dialing	$33.50	51ARP
0+ Dialing	33.50	50ARP
B. Per Company access tandem or end office switch providing six digit screening		
Activation or deactivation of each 500 NXX code contained in the same request per access tandem or screening end office		
1+ Dialing	$11.20	ADN51
0+ Dialing	11.20	ADN50
C. Pass-Through Charge		
- per query	$ 0.010000	(N)

EXHIBIT NO. _____

DOCKET NO: 971194-TP

WITNESS: POAG

PARTY: SPRINT

DESCRIPTION: DEPOSITION

PROFFERING PARTY: STAFF

I.D. # FBP-1

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 3
COMPANY/
WITNESS: POAG
DATE: 11/24/97

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
	:	Filed: October 15, 1997

Confidential Pursuant to Section 364.183, Florida Statute, FPSC Rule 25.22.006, F.A.C. and Notice of Intent to Request Confidential Classification Dated October 7, 1997

DEPOSITION OF:	F. B. POAG
DATE:	Monday, October 20, 1997
TIME:	1:53 p.m.
LOCATION:	Sprint-Florida, Inc. 1520 Lee Street Fort Myers, Florida
PURSUANT TO:	Notice by Counsel For Sprint-Florida, Inc.
REPORTED BY:	Lori A. Tipson Court Reporter and Notary Public, State of Florida At Large

DiCHARIA & ASSOCIATES COURT REPORTING, INC.
1-800-484-8420 PIN #2477

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ALSO PRESENT: Frank Heaton, Wireless One
John C. Meyer, Wireless One
Edward B. Fox, Sprint
Robin Norton, Via Telephone, FPSC Staff

INDEX

EXHIBIT INDEX

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Fort Myers, Florida
Monday, October 20, 1997
(Counsel, Deponent and others listed present)

F. B. POAG,

a witness herein, called at about 1:53 p.m. by Counsel for Wireless One, sworn by reporter, testified:

DIRECT EXAMINATION

BY MR. ADAMS:

Q Please state your name and business address for the record.

A Ben Poag. Business address is 1313 Blair Stone Road, Tallahassee, Florida, 32301.

Q And what is your current employment and position?

A I'm director of regulatory -- excuse me -- director of tariffs and regulatory management.

Q For what company?

A Sprint.

Q Are you the same Ben Poag that filed testimony in Docket Number 971194-TP before the Florida Public Service Commission on October 7, 1997?

A Yes.

Q Do you have any additions or corrections to your testimony at this time?

A No.

Q Okay. Did you receive a copy of a notice of deposition duces tecum that was provided to your attorney?

A No, but I heard about it.

MR. ADAMS: I'd like to mark that as Deposition Exhibit 1.

BY MR. ADAMS: (Cont'g.)

Q And that notice of deposition asks for a production of certain documents here today. And the first is a complete set of Sprint Florida current tariffs on file with the Florida Public Service Commission, including its mobile services access and intra-LATA toll tariffs. Do you see that? Why don't you look at Exhibit 1.

Have you furnished those today?

MR. ADAMS: Charles and I have talked and I'm just making a record of where we are.

THE WITNESS: Let me go off the record and talk to my attorney for a minute.

MR. REHWINKEL: Okay.

(At about 1:55 p.m. - a discussion was held off the record. Back on the record at 1:55 p.m.)

MR. REHWINKEL: We just -- we are fully willing to cooperate in production of documents as

you request on the time -- short time frame that we've had and consistent with your agreement to provide documentation to us and we've endeavored to provide documentation in compliance with this information request that's attached to the notice of deposition duces tecum.

In addition, we have some objections about the relevance of tariff but those objections will be -- will not be a basis for him not to answer questions today. And we will endeavor to provide information expeditiously in the context of this expedited proceeding.

MR. ADAMS: Well, what I have seen today are an excerpt from the access tariff that you faxed to me last Friday.

MR. REHWINKEL: Right.

MR. ADAMS: And we have that and it's my understanding that the entire tariff isn't here. The access tariff, that is. But the entire general exchange tariff is here; is that correct?

MR. REHWINKEL: Right. That's right.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q In point two and three of the notice duces tecum, I asked for all documents that relate to the

various costs that are recovered in or used to develop Sprint's current intra-LATA toll tariff rates.

Did you bring anything in response to that?

A No.

Q Do you have any documents or do any documents exist with regard to those?

A No.

MR. REHWINKEL: Let me mention, we have --

THE WITNESS: That's intra-LATA.

MR. REHWINKEL: I'm sorry. I was thinking of number three.

BY MR. ADAMS: (Cont'g.)

Q There are -- you have no cost information to support your current tariff prices for intra-LATA toll?

A That's correct.

(At about 1:58 - Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q With respect to point three on the reverse option rate that has been the subject of some discussion already today, do you have any cost information responsive to that?

A No.

MR. REHWINKEL: Well, just let me make it clear, Bill. The -- we have brought with us the

last revision made to the land-to-mobile option, or A-25-G-7, that shows the development of that rate.

MR. ADAMS: May I see that?

MR. REHWINKEL: We'll be glad to provide that to you.

THE WITNESS: Just for the record, it does not include any costs in it. It's strictly a revenue and rate change.

MR. REHWINKEL: This is a document dated November 2nd, 1994 from Mr. Poag to Walter D'Haeseleer, that's D, apostrophe, capital H-A-E-S-E-L-E-E-R, at the Florida Public Service Commission.

MR. ADAMS: Would it be possible to get a copy of that so we can attach it to the deposition?

MR. REHWINKEL: You can have it.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q Mr. Poag, then there are no -- there is no cost information that Sprint has in its possession anywhere with respect to the reverse option rate; is that correct, is that your testimony?

A That's correct.

Q You can hand that back to the court reporter.

Mr. Poag, you've been here this morning until now and you've sat through for the most part of the depositions of John Meyer and Frank Heaton from Wireless One; is that correct?

A For the most part. I was in and out a few times making arrangements for lunch and other reasons.

Q Okay. Turning to your pre-filed testimony, I see from -- on page one and -- page one, that you began working with United Telephone in 1985?

A That's correct.

Q Have you been responsible for tariffs and regulatory matters since that time?

A Not -- not totally for tariffs. There was somebody else in charge of tariffs for awhile when I first started in '85, but subsequently, I did take over tariffs.

Q Do you remember when you took over the tariff operations?

A No. No.

Q Within the last year?

A Oh, no. It was many years ago.

Q Sometime before 1990?

A I'm going to guess and say '88.

Q Were you involved in the creation of the reverse option tariff?

A Yes.

Q So you had the responsibility at that point in time?

A I believe so. I'm quite familiar with it.

Q Are you also involved in cost information that might support different tariff filings?

A Yes. Certain service offerings, yes, sir.

Q Would you participate in the development of costs to support different tariff offerings?

A Yes.

Q And you would also be the main interface person with the Florida Commission with regard to getting that cost information to regulatory officials?

A It would depend. We have a kind of a split responsibility on that. Our corporate folks are doing -- our Kansas City folks are doing more and more of the costing because they're moving to more of a centralized operation. Historically though, most of it did come out of our Florida group. The models, themselves, were developed and/or purchased through corporate.

Q Okay. Do you have just state responsibilities or also federal?

A Just primarily state. I have some federal involvement but not as much as I used to years ago.

Q And you say "used to years ago," what involvement did you have back then?

A Well, years ago, we used to develop the access rates in the states. We worked in conjunction with corporate. We had our own separations and a part 69 allocation group and we don't have that any longer.

Q When did that change?

A About a year and-a-half ago.

Q So fairly recently?

A Yes.

Q Have your access rates -- intrastate access changed since that occurred?

A Yes.

Q How many times?

A I'd -- twice, I think.

Q Referring back to your testimony now, you said before you began work with United Telephone you worked at Southern Bell. And you mentioned a number of different positions, including marketing, engineering, training, rates and tariffs, public relations and regulatory. Do you see that?

A Yes.

Q Can you describe with respect to the

engineering what kind of engineering responsibilities you had?

A I was an outside plant engineer.

Q And what kind of things did you do as an outside plant engineer?

A Designed carrier systems and outside plant facilities.

Q Give me an example of some outside plant facilities.

A It would be basically a copper distribution system. You had cross boxes, subscriber line carriers. You'd have pedestals.

Q So these would be items that are considered in the local loop from the end office to the customer?

A Some of it's in the local loop carrier system. I put in one of the first T1 carrier systems back in 1963 between Merritt Island and Cocoa.

Q And a carrier system --

A I said carrier system. Excuse me. No, it was later than that. T1 -- it was when they, Bell South, first started using T1. It was probably more like '67.

Q You were working in that area in 1967. How long did you stay in the engineering function?

A Approximately a year and-a-half.

Q And then you moved at that point to -- what would your next area of responsibility be?

A I went into data communications.

Q And what kind of responsibility did you have for data communications?

A Well, it was primarily dealing with customers, establishing data networks.

Q More of -- would it be the marketing that you described here?

A Yes. It was primarily marketing but there was a lot of technical training, obviously, associated with that.

Q So the engineering function, though, that you described was isolated to a period from 1967, '68, thereabouts?

A Yes.

Q Did you ever go back into engineering at any later time in your career?

A Other than the fact that in the responsibilities for doing the costing, we had to get into a lot of detail about what all of the elements are and how they work and how they fit together to form a network, and like our SONET networks, those kinds of things. I was involved in that and I had had pretty extensive electronic background from being in the

military so that was -- so even before I went into the engineering, I had had about two and-a-half years in electronics in the military.

Q And what years was that?

A Oh, boy. '60, '61, '62.

Q But after 1968, is it safe to say that you had no more direct engineering responsibilities, correct?

(At about 2:06 p.m. - Mr. Fox entered the proceedings.)

THE WITNESS: Correct.

BY MR. ADAMS: (Cont'g.)

Q And at the time -- so it's also true that you don't have any direct engineering experience with cellular networks, which weren't created until much later than that?

A Correct.

Q Have you had an opportunity to read John Meyer's testimony that has been filed in this case?

A Yes.

Q Do you have any points of disagreement with his testimony?

A Yes.

Q And do you have a copy of -- can your counsel furnish you a copy of that? Can you go through and

point out pages and lines of disagreement?

A Yeah. I'll get my copy.

MR. REHWINKEL: I just want to make a general objection at this point. We have not identified or established that Mr. Poag will be rebutting -- providing any rebuttal to Mr. Meyer in this docket.

THE WITNESS: Beginning on page three, line five, he states that each network contains essentially three components: Tandem switches, transmission facilities and end offices. I disagree with the fact that you provide a tandem switch. I disagree with the fact that you provide -- allege that end offices are cell sites or end offices.

I agree that you provide transmission facilities, but I disagree that you provide transmission facilities under the definition of transport as provided in the FCC's order.

BY MR. ADAMS: (Cont'g.)

Q Okay. What part -- why do you think that Wireless One does not provide any tandem switching?

A Because to have tandem switching, you have to have more than one switch and they don't have more than one switch. Let me qualify that.

I have overlooked the fact that you all have recently acquired Palmer. To the extent that you have traffic that goes from one MTSO to the other MTSO, then I would agree, yes, that would be tandem switching. To the extent though that you're talking about going from the MTSO to a cell site, that's not tandem switching.

Q And MTSO, you're saying M-T-S-O?

A Yeah, mobile telephone switching office.

Q You would agree that the MTSO or what we refer to as a tandem provides switching functionality?

A It provides basically end office switching functionality.

Q So the real dispute it sounds like -- and correct me if I'm mischaracterizing this -- is whether the cell sites provide the end office equivalent functionality?

A Not really. I mean, the -- I think it's both. Number one, they don't provide the same functionality as end office and the MTSO doesn't perform tandem switching unless it's to the other MTSO. If I say that going forward, that's what I mean.

Q You're saying -- well, why don't we proceed on with your identification of areas of disagreement?

MR. REHWINKEL: Just so I can be sure of the

question, do you want him to go through and identify each and every disagreement he has?

MR. ADAMS: Just, you know, general areas. It's okay to -- it doesn't have to be every word but it's pretty short. It shouldn't take too long.

(At about 2:12 p.m. - Mr. Heaton exited the proceedings.)

THE WITNESS: It has a description of Sprint's network that is severely oversimplified.

BY MR. ADAMS: (Cont'g.)

Q Which page are you on?

A Bottom of page three and the top of page four.

Q With what respect is it oversimplified, just generally?

A Well, he addresses the single wire line to the end user's fixed location, and we have SONET rings that go from end office to customer premises locations. We have host switches. We have remote switches. We have subscriber line carrier systems. We have cross boxes. We've got a tremendous amount of traditional network out there. In many cases, the facility that we're providing from the end office out to a subdivision is very similar to the network that

you're providing out to the cell site.

Q I mean, can you be more specific about those different pieces that you just identified?

MR. ADAMS: Can you read back his answer?

THE WITNESS: Well, it's in my direct testimony.

(The answer was read back as previously recorded by the Court Reporter.)

BY MR. ADAMS: (Cont'g.)

Q So the items that you just identified: SONET ring, subscriber line carrier, host switches, remote switches, cross boxes are five pieces of the network that you think Mr. Meyer did not describe?

A Correct.

Q Do you consider yourself an expert in network engineering?

A No.

Q Of either wireless or wire line?

A Correct. I do not.

Q Let's continue.

A On line eleven --

Q Page four?

A Yeah, page four. Our tandem is a DMS-200, not a 100.

Q Is that different in some way functionality-

wise?
A Yes.
Q Which tandem is a DMS-200?
A Well, we technically only have one tandem and that's the Fort Myers office which we generally refer to as an access and toll tandem. Historically that's the way we refer to it. There may be other smaller what we call local tandems. I'm just not familiar with the net details of the network, per se. But those would not be what I refer to as access or toll tandems.
Q Your Fort Myers tandem, which is actually in this building on Lee Street or nearby, correct?
A I don't know. I'm policy.
Q Do you know if you also have a tandem at Avon Park?
A That's correct.
Q Is that also in the Fort Myers LATA?
A Yes. That's -- and it's my understanding that that's a basically a 100/200. And that serves both as a tandem and as an end office. That's why you effectively have the 100/200 designation: 100 serving as the end office, the 200 as the tandem function.
Q So the Fort Myers tandem only serves as a tandem function?
A Correct.

Q And it doesn't serve as an end office function?

A Correct.

Q While we're on this point, have you had a chance to review Frank Heaton's testimony and the diagrams that are attached?

A Yes, somewhat. He wouldn't give me a good copy -- color copy of the diagrams.

Q Let me just show you Exhibit FJH 1.1, which shows Sprint's Fort Myers LATA network end office and tandem offices. Do you see anything wrong with that description diagram?

A There's nothing wrong with it as far as it goes. And I think -- at least he's showing one tandem rather than two.

Q There's two?

A This is the Avon Park (indicating) thing. I was saying in the Fort Myers area, we had one.

Q Okay.

A I believe -- I thought I had read somewhere that somebody said we had two of them. Yes, it says at both its Fort Myers LATA tandems. You're referring to that as the other Fort Myers tandem. I didn't refer to that as the Fort Myers. Okay. So we do have -- when you take in Avon Park, we do have two.

what takes place in a cell site to complete a call, I don't perceive them as the same.

Yeah, I don't disagree a whole lot with wh he has at the top of five. I will point out we do h some digital microwaves in some areas, especially ov in Collier County where we have some extremely remot customers.

Q You're referring to lines one through six o page five?

A On page five, yeah. Again, on lines nine a ten, he does the oversimplification of the single wire line between the end office and the fixed end user location. And I don't agree that they perform the sam functions of actually delivering a call or receiving a call from the end user.

In the -- in our case, the end office can originate, terminate, handle all of the setup, handle all of the billing of the call. A cell site doesn't do that.

Q Do you disagree with his testimony that a cell site cannot do that because of the mobile nature, there has to be some central processing?

A It can't do it because it's not a switch.

Q Do you disagree with -- well, you would agree that there are some fundamental differences between a

wireless and a wire line network, wouldn't you?

A Absolutely.

Q And the most fundamental difference is that a wireless network has mobile customers and a wire line does not. Do you agree with that?

A Somewhat. And let me qualify that a little bit. In the case where Mr. Heaton was talking about the customer that is located in the driveway of the person that's calling them, that's really not a whole lot different than in a situation of where we have remote call forwarding and a call gets, you know, forwarded to the next door neighbor of that person on a land line.

So there are situations where you just don't know where a call is going to originate and terminate regardless of what number you call. But by the same token, if you were to take a cell site and if I were to take a fixed telephone, wireless telephone, and put it in my house and I never moved it, I never moved it, that cell site could not switch that call from my phone to another end user phone without the use of the MTSO or the DMS switch.

Q But you're saying the fixed wireless phone, you still have the functionality with that phone of being able to move either within your house or beyond

your house, correct?

A I don't understand your question.

Q Well, I'm just following up to your last answer. In your last answer, you assumed you had a fixed wireless phone. And but your wireless phone has the inherent ability to move within your house or beyond your house to another, not just cellular end office serving your house, but to other cellular end offices, right?

A Yeah, that's part of the cellular system. On page six -- yeah, page six, beginning on line six, it says, "Only when a call cannot be completed through a direct connection within the same end office or a flat rate calling area will a call originated by a Sprint customer require tandem switching." It's not a function of the flat rate calling area.

Q What is it a function of?

A Well, it's basically a function of the network. If there is a high volume of calls between two locations, we'll use a high usage trunk group rather than necessarily going through another switch. But a local calling area really doesn't have anything to do with it. It's really just network design, where is the volume of traffic.

Q So all your local calling areas would not be

served by an end office; is that true?

A Yes. Most of the time, there will be multiple switches in a local calling area.

Q In the calls being terminated within the local calling area would be routed just between the switches serving that or would it be routed back through the tandem serving the multiple end offices?

A I think most of the time, if it's within the local calling area, depending on the distance, it would just be routed through the local -- the local -- no, it wouldn't go back to the tandem. It would not go back to the tandem, generally speaking.

Q You mentioned in your last answer a direct trunk group between a high interest group calling area, I mean, are there examples of those that aren't within a local calling area that you can think of in the Fort Myers LATA?

A No, I couldn't. I don't have detailed knowledge of the Fort Myers -- any of our networks.

Q By direct trunk group, you mean trunking between end offices?

A Yes, without going through a tandem.

Q Okay.

A Generally going through page seven, I don't have -- he's basically describing a cellular network

there and I don't have any disagreements, other than, again, the use of end office terminology in lieu of cell site or tower.

Q Which is the ultimate issue or one of the ultimate issues in this case, right?

A Yeah. I'll just make that standard throughout the testimony.

On page nine, lines six through eight, beginning at the end of line six, says that a wireless end office is required to originate the call, terminate the call and to provide the interface to the mobile unit for call requirements and features. I don't disagree that it does that. I agree that it does it the same way that an end office does it.

Q And why?

A A Sprint end office does it. In other words, it does not do call setup the way an end office would do it.

Q What is the difference there?

A Well, basically the difference is that the central processor, which handles that functionality in the cellular network, is back at the MTSO. In the Sprint network, it's in the end office. Just like the dial tone is in the end office, the customer number is in the end office.

Q So if the central processor were in the cellular end office instead of in the MTSO, you would agree that they are the same?

A No. Just putting the central processor out there, I couldn't agree that it would still be the same then.

Q What would the differences be at that point?

A What would the central processor do?

Q Everything that it does now.

A So if you had multiple central processors just like you'd have at the MTSO at each cell site and then you had a switching bus with time slots to make the actual switching function connection, then I would say -- and you had the memory and the billing and recording capabilities, then it would begin to look like an end office.

Now, I disagree with the statement on line nineteen, page nine that the response to the question the process is the same. We talked about, I think, the --

Q The same reasons you've outlined earlier?

A Yeah. And again, redundant disagreements with lines fifteen and sixteen.

Q Page ten?

A On page ten, yeah.

Q So summarizing what we've just gone through, you don't really have any disagreement that the MTSO performs a switching function and that there is a transmission from the MTSO to a cellular end office. I mean, your real point of dispute is you don't think that a cellular end office performs equivalent functionality of a Sprint end office, and that's largely because a -- there is no central processor in the end office; is that a fair statement?

A That was a little bit long. Let's go through that again.

Q Let's go through it piece-by-piece. You don't have any real disagreement that a MTSO performs a switching function?

A Correct.

Q Correct?

A Correct.

Q And you don't have any disagreement that we have -- we, Wireless One, have transmission facilities from a MTSO to our cellular end offices, correct?

A Correct.

Q The real point of disagreement is whether our cellular end offices perform a function that is equivalent to the Sprint end offices; is that correct?

A Yes.

Q And the primary point of disagreement there is that the central processing for the cellular end offices is contained back at the MTSO as opposed to at the cellular end office; is that correct?

A That's part of it. You can interconnect with any of my end offices to terminate traffic, or Wireless One can. I cannot interconnect with any of your cell sites to terminate traffic.

Q Why is that?

A Because cell sites don't function the same as an end office.

Q Are you aware that Wireless One has type 2-B trunks with Sprint which are two-way trunks and Sprint simply elects not to terminate any land-to-mobile traffic there?

A Those 2-B trunks don't go to a cell site. Those 2-B trunks go to a MTSO.

Q No, that's incorrect. There are -- well, I'm not going to argue with you today.

A No, let's -- what you're talking about is the fact that you have these transmission facilities out there and you take advantage of those transmission facilities to get from point A to point B, but you always end up with the actual interconnection and exchange of traffic happening at the MTSO. So when he

was talking about that ring earlier and the nodes, I mean, that's nothing but a -- I guess it would be a scaled-down version of our SONET rings. Which SONET rings will do a lot more than just hold up the 50 percent capacity, they'll give you 100 percent.

MR. REHWINKEL: Beth, are you still on the line?

(At about 2:41 p.m. - a discussion was held off the record. Back on the record at 2:41 p.m.)

BY MR. ADAMS: (Cont'g.)

Q So the point of disagreement is -- one is the central processor is not contained in the cellular end office?

A Yeah. I'm not --

Q And the other is that you can't deliver -- Sprint can't deliver land to mobile traffic at the cellular end offices is your understanding; is that correct?

A That's not my understanding, that is a fact.

Q Anything else?

A And I'm not limiting it to just the processor. I don't have enough technical expertise to go beyond that. But the processor is clearly one of the major elements that's not at the cell site that is at every one of our end offices.

Q Okay. So as you're sitting here today, you can't think of any other reasons besides those two that we've identified for the differences between the cellular end office and Sprint's end office; is that correct?

A Technical reasons, I will say.

Q I'm sorry?

A Technical reasons.

Q What other kind of reasons might there be?

A Price and policy reasons.

Q Okay. But we're talking about functionality of the network now.

A Yeah.

Q And you're saying from a functionality standpoint, there's nothing else that you can identify now?

A In terms of my technical expertise.

Q Okay. Back to your testimony now, your background doesn't indicate that you have any formal legal practice; is that correct?

A That's correct.

Q You're not a lawyer; is that right?

A That's correct.

Q And you don't -- you haven't gone to law school or taken the Bar exam?

A Correct.
Q You've never practiced law, right?
A Not legally.
Q Illegally? Is that something the Florida Supreme Court would like to talk to you about?
MR. REHWINKEL: He takes the Fifth Amendment on that.
BY MR. ADAMS: (Cont'g.)
Q You would agree then, you're not a lawyer and you're not an expert in legal issues, right?
A Yeah.
Q And that would include legal discipline such as legal interpretation; is that correct?
A Yeah.
Q Which includes legal interpretation of FCC rules and orders; is that correct?
A Yeah.
Q So you would also agree that any testimony you give in here is based on your personal opinion as a non-legal expert, correct?
A Yes.
Q So if you specifically turn to page four, line sixteen through page eight, line ten, that is all your personal opinion as a non-legal expert; is that correct?

A Yes.

Q Similarly with page nine, line twenty-one through page ten, line seven.

A Yeah.

Q Okay. Let's turn back to page two now, two to four. Take a minute if you'll look at that. And then page four, lines five through fourteen are where my questions are going to focus.

A Okay.

Q Are you ready?

A Yeah. Depending on what the question is, I may or may not need to refer to it.

Q On page four, lines five through seven you say, taken together, these provisions define the circumstances when a local interconnection -- when -- which local interconnection charges apply and when access charges apply. Do you see that?

A Yeah.

Q And that taken together refers back to two prior quotations of Sprint's proposed language in the Sprint-Wireless One interconnection agreement, correct?

A Yeah.

Q So you would agree then that either local interconnection or access charges apply to the relationship? Intra-MTA calls or inter -- there are

two different kinds of relationships between Wireless One and Sprint.

A Yeah. I guess I'm expecting you to fill out the question a little bit more, if we're talking about reciprocal compensation between carriers.

Q Correct. Is that what you're referring to in this question and answer?

A Yeah. So with that predicate --

Q So you would agree then that or it's Sprint's position that you may not charge Wireless One any access charges for intra-MTA calling; and that is, land-to-mobile, mobile-to-land, either way, calls that originate and terminate within the same major treating area, correct?

A Yeah. Actually, we wouldn't charge for a land-to-mobile. It would only be mobile-to-land that we would not charge. And conversely Wireless One would not charge Sprint access charges for any intra-LATA toll calls we had terminated to their network. It would just be local interconnection charges. That's for the compensation between the carrier again.

Q How about -- well, so the access has been replaced by local interconnection, correct, the relationship?

A Yeah, with regard to the CMRS provider.

Q And by local interconnection, you mean transport and termination?

A Yes.

Q Under the FCC rules, correct?

A Yeah, under the FCC definition, yeah.

Q Both of these sections from the agreement that you cite on page two through the top of page four are important to your interpretation of this issue; is that correct?

A I wouldn't say they're a part of it as well as my review of the FCC's order and the FCC's rules.

Q These are the two sections from the agreement that you've cited in your testimony as implementing your understanding of what the FCC has done which we just discussed, right?

A Yes, but I also provide references to the FCC's rule and to 9698 in my testimony as well.

Q Right. That's part of the citation of the language from the agreement?

A Correct.

Q And at the bottom of page three, line twenty-two, there's a reference to the intra-LATA toll traffic definition. And you've indicated in your testimony on the next page that -- on page four, the definition of intra-LATA toll traffic is bound up in

this issue because the phrase for purposes of establishing charges between the carrier and company contained in Sprint's position establishes that the traditional notion of toll calling still applies to Sprint's end user customers. Do you see that?

A Yes.

Q You agree with that, right?

A Yes.

Q So if that language were not part of the agreement, you would also agree that --

A If -- well, excuse me.

Q If that language were not part of the agreement, the reverse would be true; I mean, Wireless One's position would be true where that definition is not limited to the purpose of establishing charges between the carrier and company?

A Say that differently.

Q On page four, you've established that it was important that for the purposes of establishing charges between the carrier and company, that's lines eleven and twelve of your testimony, is important to your interpretation of what the rules are in this case, which are that access has been replaced by transport and termination, correct?

A Yeah. I'm not sure where you're going. I'm

just -- it's applicable between the carriers and the company. And as long as it's in the MTA, it's local interconnection and not access charges.

Q So if an intra-LATA toll traffic did not include that language that you quoted at pages eleven and twelve on page four --

A You said if an intra-LATA what didn't include the language?

Q If you look back at the bottom of page three, lines twenty-two through the top of page four, line three, and if you take the quoted section --

(At about 2:53 p.m. - Mr. Meyer exited the proceedings.)

MR. ADAMS: (Cont'g.) -- out which you emphasize in your answer page four, line eleven and twelve out of that definition, you would -- you would agree that it's not limited to establishing charges between the carrier and the company.

MR. REHWINKEL: Bill, is your question -- you're asking if that's the only way to state Sprint's position?

MR. ADAMS: I'm just commenting on his answer here.

(At about 2:54 p.m. - Mr. Fox exited the

proceedings.)

THE WITNESS: Bill, I think the testimony is pretty clear. I'm not sure where you're trying to go. Sitting in a deposition, we're dealing with some technical issues and you want to start chopping words in or putting words out, I need to sit down and think about them.

BY MR. ADAMS: (Cont'g.)

Q It's true that the presence of those words is important to your understanding of how the rules work; is that correct?

A Those words are right out of the FCC's order.

Q And the words we're talking about are, quote, "for purposes of establishing charges between the carrier and company," end quote?

A Yes.

Q And if those words were not included in the agreement, then that also would be significant. You included those words for some purpose?

A Yeah. And I don't -- I guess what I'm driving at is if there's some agreement that's sitting out there for some reason doesn't necessarily include those same words, it's not clear to me that I'd come up with a different interpretation of what that means because of the whole context of the process and the

underlying orders that are behind that. I mean, the fact that somebody left a few words out of a contract, either on purpose or accidentally or whatever, isn't going to change my interpretation. I know what the intent was.

Q Okay. But you would agree if you took out that phrase, from the intra-LATA toll traffic definition, at the bottom of three and top of four, what is left is this traffic defined in accordance with the company's then current intra-LATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.

What that limits intra-LATA toll to is inter-MTA, intra-LATA toll; is that correct?

MR. REHWINKEL: When you say that limits, you mean if it was out?

MR. ADAMS: If the first phrase was not included.

THE WITNESS: Yeah, intra-LATA, inter-MTA.

BY MR. ADAMS: (Cont'g.)

Q That would be the only areas where intra-LATA toll would continue to apply under that definition?

A Yes.

Q Okay. Thank you. Let's look at page five,

lines two through seven. You say that Wireless One would determine Sprint's local calling area and the rate levels Sprint can charge its customers. Do you see that?

A Yes.

Q It's also fair to say that if Wireless One's position is correct, that it's the FCC that's determined Sprint's local calling area, right?

A Not really. Because it's your option as to where you elect to subscribe to these services offerings. And if there are other carriers out there that don't subscribe to that --

Q Which services offerings are you referring to?

A The reverse toll bill.

Q Okay.

A But it would -- I think it stands on its own. I don't agree that it's the FCC. It's not really. It's talking about your interpretation there.

Q Well, right. But if our interpretation is the correct interpretation, it's the FCC that has done this and not Wireless One, right?

A I disagree because if the FCC had attempted to define intrastate prices and intrastate local calling areas, I think they would have been overturned

by the Eighth Circuit Court like they were on other areas when they attempted to do that.

Q I saw that later in your testimony. That is your non-expert, personal opinion, right?

A I'd say the Eighth Circuit Court's order speaks for itself.

MR. REHWINKEL: Did you mean non-legal expert.

BY MR. ADAMS: (Cont'g.)

Q It's your personal opinion as a non-legal expert, correct?

A Yeah.

(At about 2:59 p.m.- Mr. Meyer entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q On page six, lines fourteen through nineteen, you state your understanding of the rule is that Sprint cannot charge access to a CMRS provider to terminate an inter-MTA call, correct?

A Correct.

Q Now, turn to page eight, lines twenty-two through page nine, line two. You see your sentence that reads, "In other words, Wireless One has the option of extending facilities directly to an end office to avoid Sprint's customers local calling to

Wireless One customers?

A Right.

Q Now that you've sat through Mr. Meyer's deposition and Mr. Heaton's deposition and you reviewed their testimony, do you now realize that Wireless One has facilities that extend to Sprint's end offices?

A I knew that, yeah. I mean, but they don't have it to all of them. And that's why they ordered this reverse toll bill option.

Q Are you aware of how many end offices Wireless One has a direct connection to?

A Not really. I don't know that it's relevant.

Q Are you aware that most of these connections are type 2-B connections, which are two-way trunks?

A I'm not familiar with the absolute details of the network. But that's, again, I don't know what the relevance is to that. If there's some relevance to that, help me.

Q Are you aware that Sprint elects not to send any of its land-to-mobile traffic over these type 2-B end office interconnections?

A I'm not -- no, I'm not aware of that. And -- but I can tell you that if they don't, it's because of the way we're doing our trunking and what's most

efficient for us in terms how we trunk that traffic to get it to you. We're going to pay you to terminate that traffic. How we get it to you is our business. That's one of the problems with saying a cell site's an end office. You take the option for us then to trunk directly to a cell site away because it doesn't have the functionality of the end office.

Q In fact, Mr. Heaton has requested that you deliver traffic over those 2-B end office interconnections so that there is no toll charge applied.

A A 2-B is a -- a 2-B is end offices only termination and origination. You can't avoid toll charges by saying that you want to have traffic originated and terminated directly to a 2-B. The Florida Commission developed a lower priced rate for 2-B. I believe it was one cent a minute. But the intent of that was that you would only terminate within the end office and not go outside the end office. That's why the lower rate was applicable.

Q Would you agree that -- let's take a hypothetical here. And let's just pull out one of the maps that's attached to Frank Heaton's testimony. Let's look at Exhibit FJH 1.3. Let's assume we have a Sprint Immokalee end office land line customer calling

a North Naples Wireless One customer. Okay?

A Okay.

Q Is that a toll route under your -- well, that's -- do you know whether or not that's a toll route?

A Off the top of my head, I do not.

Q Let's assume for the purpose of this discussion that is a toll route.

A Okay.

Q Do you know how Sprint terminates the Immokalee -- how Sprint routes that call to get to Wireless One?

A Well, if it's a toll call as you propose, and I don't know exactly, but it would route up from the tandem like all the toll traffic does.

Q And that's the case even though there is a local interconnection at the -- between Wireless One Lake Trafford -- is that what that is?

MR. HEATON: Yes.

BY MR. ADAMS: (Cont'g.)

Q Lake Trafford end office and the Sprint Immokalee end office?

A We said that was a toll route?

Q It's a toll route from the Sprint Immokalee end office to the Wireless One Naples Park end office.

A Yeah. I think earlier, somebody indicated that that was an older office. And I think it's probably been changed out now. But it's possible that that's where we do the recording for the long distance calls. And so we would take it to the tandem to do the recording.

Q Is it possible to deliver that call directly over that end office interconnection so that Wireless One would not be -- so that there is no toll charge for that traffic and Wireless One could carry the call then on its own network and deliver it to its customer?

A What you're telling me is that you have a 2-B in Immokalee, a 2-B tape termination in Immokalee. Is there an NXX there?

Q Well, Immokalee --

A Is there an N -- is there an NXX at the Immokalee switch?

Q Of the party being called?

A A cellular NXX of the party being called?

Q Let's assume that there is.

A If there is an NXX that's there, then effectively, what we would do is we would terminate that to your facilities at that location. Okay.

Q At the end office?

A At the end office.

Q Across the 2-B trunks?
A Yeah, across -- well, whatever. Whatever the trunks are. The T1's.
Q Not back through the tandem?
A Not back through the tandem. That's assuming that that switch has got the recording capabilities and everything else. If you've got an NXX there, we don't need the recording capabilities because there's not going to be any reverse toll bill associated with it. To the best of my knowledge, that's how you avoid toll today is you put an NXX out there at the central office. And that's what we do. We terminate the calls to you. The only reason that that will not do it there is because you don't have an NXX there.
Q Let's talk about that. Let's assume there is no NXX at the Wireless One Lake Trafford end office, which is directly connected to the Sprint Immokalee end office. Okay?
A Yeah.
Q You're saying you would not deliver that call over that same type 2-B trunk group?
A No.
Q Why?
A Because that's not where the NXX is. The NXX is located at -- most likely at the MTSO and we've got

to go through our tandem to get there because that's how you route -- if it was a long distance call coming in to that NXX, it wouldn't go to the Immokalee cell site, it would go to your MTSO. And we have to route the local and the long distance traffic the same. If you put in -- the NXX has got to be there. If --

Q You couldn't -- could you program your Sprint Immokalee end office to deliver all calls to any of Wireless One's NXX's?

A Yeah.

Q Over that end office?

A You're getting beyond my policy expertise.

Q Okay.

A Okay.

Q But the reality of the way Sprint is delivering traffic today, is even though there is a local interconnection in a local calling area, Sprint is routing that traffic back over the tandem and charging a reverse toll charge, correct?

A Because of the way the NXX's have been ordered by the customer.

Q And you don't know whether it is technically feasible to reprogram your switches to deliver all Wireless One NXX traffic over the end office connections?

A If you put the NXX in that end office and you make that a local NXX in that end office, then we can deliver that traffic to you wherever you want it. But you've got to make it a local NXX in that end office.

Q Well, if we make every NXX -- every one of Wireless One's NXX's available at every end office where Sprint is doing -- where there is a direct interconnection between our cellular end office and a Sprint end office, which is type 2-B two-way interconnection --

A There's a 2-B or a 2-A?

Q 2-B would be an end office. 2-A is tandem interconnection. You would be able to do that then?

A I can do the same with you that I'm doing with you today. If you want to avoid the reverse toll bill option, then you have to order an NXX in that local calling area. If it's the type 2-B interconnection, then the NXX has to be in that same central office. Then we'll give you all the traffic within that same central office. If it's outside of the central office serving area, then you're going to need multiple switches to get there. You don't pay a 2-B rate to get multiple switching functionality. It's the same thing you're doing today. If you want to do it more places, then you just have to order more local

NXX's.

Q Why can't you deliver all traffic coming to one of our NNX's at each of our end office connections?

A If you all have an -- if you all have some sort of a special request, put it in writing to me. Okay? And I'll look at it. But this is not an interconnection issue.

Q Well, the reality of the situation right now is Wireless One has extended office interconnections and Sprint is not delivering any traffic over those connections. They are two-way trunks but they're all -- only mobile-to-land traffic is going over those trunks. Are you aware of that?

MR. REHWINKEL: Let me -- I just want to object and ask has that been provided in testimony or made an issue in this case?

MR. ADAMS: If it hasn't, then it will be.

MR. REHWINKEL: Well, I guess my objection is that's not be presented as an issue of interconnection arbitration in this case.

MR. ADAMS: It's a fundamental issue because Wireless One has been paying a reverse toll charge for traffic that Sprint is carrying back to Sprint's tandem at Fort Myers which Wireless One could carry over its own network and not pay

anything.

MR. REHWINKEL: Is that a question?

MR. ADAMS: Well, it's a response to your comment.

MR. REHWINKEL: I just - Bill, I'm just not aware that Mr. Heaton has raised this issue about -- this issue about us not sending traffic over these 2-B trunks. I mean, I guess my objection is I'm not sure this is an issue that's been presented for arbitration.

MR. ADAMS: Well, it's all part of the reverse toll issue.

BY MR. ADAMS: (Cont'g.)

Q But let's move on. Are you aware, Mr. Poag, that Wireless One still would like to have traffic terminated to its end office interconnections providing Sprint can deliver an SS-7 signal?

A Those are two questions.

MR. REHWINKEL: I want to object on the form of the question and the aspect of SS-7 being an issue in this docket.

(At about 3:15 p.m.- Mr. Fox entered the proceedings.)

MR. ADAMS: Mr. Poag testified at the bottom of page eight, top of page nine, that Wireless One

has the option of extending facilities directly to an end office to afford Sprint's customers local calling to Wireless One customers or subscribing to the reversed toll billing. And all of these questions have been with regard to the first part of his answer on lines twenty-three to twenty-five on page eight saying Wireless One has the option of extending facilities.

MR. REHWINKEL: Bill, it's okay for him to answer the question. I just wanted to lodge that objection about SS-7.

BY MR. ADAMS: (Cont'g.)

Q So the question is, Wireless One has extended facilities and Sprint doesn't afford Sprint's customers local calling to Wireless One customers?

MR. REHWINKEL: Is that a question?

MR. ADAMS: And that's --

THE WITNESS: Where Wireless One has extended their facilities and ordered local NXX's, that's where we deliver the traffic. We have to deliver the traffic to the NXX, wherever the NXX homes, that's where we deliver the traffic.

BY MR. ADAMS: (Cont'g.)

Q If it's technically possible to have all NXX's -- all of Wireless One's NXX's reside in all of

the end offices, would Sprint deliver the calls over the end office trunks?

A Well, number one, I don't know if it's technically feasible. And number two, if it was technically feasible, I hadn't considered it.

Q So the answer is no or --

A Don't know.

Q So you will agree, still on the same subject, that Wireless One has extended facilities to many of Sprint's end offices, correct?

A Yes. And where they have done that, they've gotten a local NNX, they don't pay the reverse toll bill option.

Q And Sprint -- where there is a local NNX and a local connection, Sprint today is delivering land-to-mobile calls to those NXX customers over that 2-B end office trunk; is that correct?

A I do not know if they're doing it. 2-B is positioned to be end office only.

Q Correct.

A Okay. So if it's traffic originated within that end office, then I'd say they're delivering it to that.

Q Within the end office, within the Sprint end office; is that what you mean?

A Within the Sprint end office, yeah.

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B trunks?

A Would you repeat that, please?

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B connections to our cellular end offices?

MR. REHWINKEL: Do you mean where there are NXX's? Are you asking about on the same line of questions as before?

MR. ADAMS: Right. Any way the traffic can be delivered.

THE WITNESS: Yeah, I think -- I just want to be perfectly clear. I mean, what you're saying is that if we terminate the traffic to a local NXX at one of our end office switches, and you have transmission facilities back to your MTSO, it may be in a ring or whatever, but it still ends up it gets to the MTSO, and then you deliver it to the end office site -- or to the end office site. You have me saying it now -- to the cell site.

MR. ADAMS: Glad you're a convert.

THE WITNESS: Not quite. To the cell site,

then what you would be charging us would be end office call termination and no transport and tandem switching?

MR. ADAMS: Correct.

THE WITNESS: I wasn't aware of that.

BY MR. ADAMS: (Cont'g.)

Q Page nine, lines eight through nineteen. Actually, fourteen through nineteen. Again, you state your understanding of what the FCC has done, which is replace access with transport and termination, correct?

A Correct.

Q What are -- let's turn our attention to your tariffs for a minute. You've provided, pursuant to the notice duces tecum that we talked about earlier today, a copy of your general exchange tariff; in particular, Section A-18, which is titled, "Long Distance Message Telecommunications Service."

A Yes.

Q Can you -- I'm going to hand this to you so you can take a look at it and perhaps refer to that as an answer to some of the questions I'm going to have for you. This has your name, by the way. It says F. B. Poag, director at the upper left-hand corner of the tariff page. Is that you?

A Correct.

Q So you are responsible for the preparation of these tariffs?

A Yeah.

Q Okay.

MR. REHWINKEL: Bill, I want to make an objection. I'm not going to direct him not to answer the question on relevance of any tariff matters other than A-25-G-7. I don't think the discussion of access charges or toll rates are within the scope of arbitration for the PSC at its present position.

BY MR. ADAMS: (Cont'g.)

Q What are the rates -- do you have tariff rates for intrastate, intra-LATA toll?

A Yes.

Q Can you switch to the page and if that's not the right page, can you find the right page setting forth what those rates are?

MR. REHWINKEL: This is A-18, sheet 22.

THE WITNESS: Those are the rates.

BY MR. ADAMS: (Cont'g.)

Q Can you state for the record what those rates are?

A For United Telephone area, the old United Telephone area --

Q And that's the Fort Myers LATA, correct?
A Yes, that would include the Fort Myers area. The initial minute for all mileage bands is 24 cents. The additional minute for the 11 to 22 mile band is 14 cents and then for all other bands for United, it's 21 cents, and they're different rates for Centel.
Q I'm not interested -- only the rates that apply in the Fort Myers LATA.
A And those are the day period rates. And discounts apply evenings and nights and weekends. And I believe those are -- here they are. Discounts nights and weekends are 40 percent and evenings 15 percent, except Sunday evening, and that's 15 percent.
MR. ADAMS: Charles, can I get a copy of those pages to include as a deposition exhibit?
MR. REHWINKEL: Yes.
THE WITNESS: Sheets 22 and 24.
BY MR. ADAMS: (Cont'g.)
Q And do the sheets that you referenced, 22 to 24, that's all that you need to be able to respond to that question?
A What was the question?
Q What are your intra-LATA toll rates for the Fort Myers LATA?
A Yeah, those are the direct dial charges.

MR. REHWINKEL: Just as a matter of logistics, do you want to weight until we get through all this to have these copies?

MR. ADAMS: I'm not saying the whole thing, just those couple of pages.

MR. REHWINKEL: Will there be any more, that's what I'm --.

MR. ADAMS: There might be.

MR. REHWINKEL: What do you want to call this, Exhibit Number 2?

MR. ADAMS: Yeah.

MR. REHWINKEL: Can I put a Post-it on it right now, original sheet 22 and first revised twin 24 of section A-18. We'll get copies.

BY MR. ADAMS: (Cont'g.)

Q And you mentioned earlier that you don't have any -- well, strike that.

I notice on these pages, sheet -- original sheet 22 was effective on January 1 1997; original sheet -- or first revised sheet 23 was effective July 20, 1997, and also first revised sheet 24 was effective July 20, 1997; is that correct?

A I take your word for it. You've got the book.

Q Yes?

A Yes.

Q Why were those rates last revised? For what purpose, what happened?

A What rates?

Q What happened in the most recent revision?

A Looks like they increased two of the rates on page 23.

Q You're saying "they;" is "they" you?

A Product management.

Q But you're responsible for implementing the changes to the tariff?

A We make the tariff change and file the tariff with the Commission, yeah. And then they reduced the amount of the discounts on sheet 24.

Q So the last changes were actually price increases and discount reductions?

A Yes.

Q Okay. What -- how -- tell me the process of how those changes are reviewed by the Florida Commission and how you get approval for those changes.

MR. REHWINKEL: Are you asking him as a non-legal expert?

MR. ADAMS: Sure. That's the only thing he is.

MR. REHWINKEL: Okay.

THE WITNESS: In essence, the tariffs are presumptively valid the extent that there are rate changes. They reviewed those changes to be sure they're in compliance with the Florida statute on the price cap limitations which we're under.

BY MR. ADAMS: (Cont'g.)

Q Is there any service price review or is it just price cap review?

A I don't know what you mean by that.

Q Do those services have to be cost based in some way?

A No.

Q Do you know what components?

A Excuse me. Let me put it this way: In the case of intra-LATA toll rates, they have to cover the access charge. It's an imputation issue so there are some minimum prices that have to be met. And that's another review but which they would also make.

Q The imputation would be imputing Sprint's originating and terminating access into the rates?

A Correct.

Q Okay. What else aside from originating and terminating access is recovered in those rates?

A The cost of billing, the cost of transport and termination. It also includes contributions to

universal service so there's some contribution in there to loop cost.

Q Okay. Anything else?

A Contribution to common cost, contribution to joint cost.

Q But is there any review to see what levels of contribution are being made when you file a revision to the rates?

A No.

Q So the only pricing issues that the Florida Commission would be concerned about is the minimum pricing under an imputation test, correct?

A Well, minimum pricing under imputation and maximum price with regard to the price caps that are in place.

Q Do you know what the originating and terminating access imputation costs would be that are included in these rates?

A No.

Q If we turned to the access tariff and looked at the originating and terminating access, would those be the same figures?

A No.

Q Higher or lower?

A Lower.

Q The tariff rates would be lower than the imputation rates?

A No. The imputation rates would be lower. Let me -- the reason is, is that in doing the imputation test, there are some arrangements whereby you can consider special access depending on the volume of the traffic. And I don't know -- and I haven't looked at that in awhile. It's possible that large customers can use special access as opposed to switched access and so when we make the imputation test, there's some allowance. It allows us to factor in potential for special access.

Q Last Friday, your counsel faxed me a portion of your access tariff. Can you just take a minute to thumb through that? It was represented that your access tariff is a thousand pages long and you don't have a copy available here and Fort Myers; is that correct?

A To the best of my knowledge.

Q The first tab I have marked there is common carrier line originating access, terminating access. Do you see that?

A Yes.

Q Can you tell what the rates are for the Fort Myers LATA?

A Well, the originating access carrier common line rate is 2.58 cents and for --

Q That's per minute?

A Per minute. And then for terminating is 3.36.

Q Now, it's your earlier testimony was -- well, tell me, is the imputation -- are those the rates that are being recovered in the intra-LATA toll?

A Well, with the qualification of with regard to special access, yes.

Q So if you add those together, what is it?

A Yeah. And yeah, these pages, by the way, we had -- new tariffs went into effect on October 1st. So these are -- they're slightly different than what you see here but not much.

Q Are they higher or lower?

A Lower.

Q Okay. I'm just doing some rough math here.

A It's a -- the originating or terminating are just slightly less than six cents.

Q So slightly less than six cents. Are there any other access pieces that you're talking about or is that -- that's the one we're referring to?

A This is just a carrier common line piece. You know what? Maybe we didn't change the carrier

common line piece. I can't remember what pieces we changed now. I'll retract what I just said about the -- we did file tariffs making revisions on October 1st. I can't remember specifically which elements they were. We may not have changed the carrier common line and -- talking about the rate here, this is just the -- again, the common line piece. There are other pieces.

Q What are the other pieces?

A Transport, end office switches, line termination. We've restructured that to, I guess, local switching. I think, in fact, we combined the former line termination and intraoffice switching. We just call it local switching now. We get 1.77 cents.

Q Those are access components?

A These are access components, yes.

Q Let's list those out for a minute. One is carrier common line?

A Carrier common line.

Q Two is loop or --

A I've got something around here that's got them listed out. Hang on for a second. Rather than me trying to go from memory.

MR. HEATON: How's this?

THE WITNESS: Carrier common line, local transport, and it's under the caption of end

office but is says local switching and that was where we combined the line termination and the local.

MR. REHWINKEL: Local switching.

THE WITNESS: There was also --

BY MR. ADAMS: (Cont'g.)

Q Identify for the record what you're looking at. That is what your counsel provided earlier today and in response to the duces tecum request?

A This is the November 2nd, 1994, Walter D'Haeseleer's letter from Sprint. I don't know if you had an exhibit number on this or not.

MR. ADAMS: I would like to mark that as well. We don't yet. Why don't we go through the rest of his testimony, then we can take a break and make some copies.

THE WITNESS: This is yours. You can have that copy.

MR. ADAMS: I'd like to keep a copy and also give the reporter a copy for the record.

BY MR. ADAMS: (Cont'g.)

Q Have you reviewed those sets of documents?

A These? Yes.

Q Are those -- having reviewed that, do you now know the difference -- are you going to refer to a

different document that you started to look for something else?

A I was looking for something like this. I have another section of basically the same thing.

Q So is carrier common line, local transport, local switching and local termination are the three -- four, rather, components of access, correct?

A I'm sorry. I was reading. And if you don't mind, I'll just repeat them. It's carrier common line, local transport, local switching, and there's a ICR -- IRC -- I don't see it here -- which is called area residual call interconnection charge and I don't believe we've done away with that yet. Let me check on the last file.

MR. REHWINKEL: Do you want to just take a break now?

MR. ADAMS: Yeah.

(At about 3:39 p.m. - a short recess was taken. Mr. Fox and Mr. Meyer exited the proceedings.)

(At about 3:50 p.m. - Wireless One's Exhibits 1 through 4 were marked for identification.)

(At about 3:51 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. Before we get back into this, there's some confusion about some of the exhibits. During the break, we've marked some exhibits. The first one is marked Poag Number 2 and it's original sheets 22, 23 -- I'm sorry. Original sheet 22, first revised sheet 23, first revised sheet 24 from section A-18 of the tariff that sets forth the basic rate table for the intraLATA toll service; is that correct? It's a three-page exhibit?

A Yeah.

Q Poag Exhibit 3 is the letter dated November 2nd, 1994 to Mr. Walter D'Haeseleer at the Florida Public Service Commission from Ben Poag. It's a one -- eleven-page exhibit; is that correct?

A Yes.

Q Poag Exhibit 4 is a multi-page exhibit from Sprint Florida's access service tariff starting with original sheet 17, original page 135 through original page 152, first revised page 153, first revised page 154, original page 155 through original page 156; is that correct?

MR. REHWINKEL: And that's from Section E-3.

THE WITNESS: Well, that's Section E-3 and E-6, yeah. Yeah. And these are copies of these. Is that what you all just said?

MR. ADAMS: Yes.

THE WITNESS: We need to give you some updated pages, okay? These pages are -- don't reflect access reduction that we did on October the 1st.

MR. ADAMS: Why don't we, instead of taking time now, do that as a late filed exhibit. But what I would like to do, if that's okay, Charles.

MR. REHWINKEL: Absolutely.

THE WITNESS: There are only about four pages that need to be replaced. And I can just tell you which ones those are, I think. That would be original sheet 17 needs to be replaced with a tariff effective October the 1st. Original page 135, and in particular, what you're looking at there is the E-6.8.1 interconnection charge. That's the only one on that page that we're really interested in. And then page 136, and it's E-6.8.2 six, and then you'd be interested in section C which is your transport and switching elements at the bottom of that page under C. And the final page, and I don't think this rate changed but we'll verify it, would be original sheet -- original page 141, and that's the local switching rate.

But those are the applicable rates on those pages for switched access.

BY MR. ADAMS: (Cont'g.)

Q Is all of that included in Poag Exhibit 4 now with the exception of the updates that you've just referenced?

A What was that fourth tab in there? Yes.

Q Now, let's go through -- I think we've identified --

MR. REHWINKEL: Do you want to identify a late filed exhibit which will be updated Exhibit 4?

MR. ADAMS: Why don't we make that Exhibit 5, the updated one.

MR. REHWINKEL: That's what I mean. Late filed Exhibit Number 5 will be entitled updated Exhibit Number 4.

MR. ADAMS: That's fine.

BY MR. ADAMS: (Cont'g.)

Q Are we ready to proceed? Let's go through each of the components and if you can identify for the record what the current tariffs are, including the updates that you're -- do you have the current updates now, the price changes?

A I've got them over the phone. I've got some

confusion. Why don't we wait until we give you the tariff rates. Just replace the numbers that are on these pages. It's not a significant change. It's an overall five percent reduction.

Q Let's go through all the different access pieces. First identify it and then say what the Fort Myers LATA price would be for that component and what page you're looking at.

A I'm on original sheet 17. And this is the originating price based on -- in effect on January 1, 1997 was .0258.

Q That's for carrier common line?

A Yes, carrier common line. That's originating. Terminating is .0336. The interconnection charge per minute is .010824.

Q Originating and terminating?

A Yes, that's -- it's the same for both. Okay. Tandem switch transport, the tandem switch transmission termination -- this is per access minute, and it's for originating and terminating, is -- there was three zones: Zone one, zone two and zone three. And it's .000180 for zone one; .0002 for zone two; .00021 for zone three. And the facility is per access minute per mile and that is originating and terminating. Zone one, is .000036; zone two, .000040;

zone three, .000042. And tandem switching, and this is per minute originating and terminating, is zone one, .000792; zone two, .00088; zone three, .000924.

(At about 4:11 p.m.- Mr. Meyer entered the proceedings.)

THE WITNESS: And the overcharge is the per access minute local switching charge, that's .0177 originating and terminating.

BY MR. ADAMS: (Cont'g.)

Q Are there any other access components that you didn't identify in that answer?

A Not for switched access that I'm aware of.

Q Residual interconnection charge, is that the rate you mentioned?

A That was the interconnection charge, yeah.

Q Let me give you Poag Exhibit 3, and if you could, turn to the last couple of pages of that exhibit.

Do you see those -- that's somewhat older with rates different than what you just identified, but that's the imputation or it appears to be the imputation test that Sprint would conduct for its intra-LATA toll rates; is that correct?

A Yes.

Q And what that shows is originating switched

access has a per minute of use rate of 6.44 cents?
A Correct.
Q And terminating switched access has a price of 6.66 cents for a total of 13.1 cents per minute of use?
A Yeah, on average.
Q And has that rate overall if you add up the revised rates for each of the components gone up or down?
A It's gone down.
Q Do you have an estimate of what it is based on, the numbers that you just --
A Slightly less than twelve percent.
Q Twelve cents?
A I'm sorry. Thank you. Twelve cents.
Q Why don't we just for purposes of questioning now, let's assume it's 12 cents.
A Okay.
Q So the price for intra-LATA toll that we have on Exhibit 2 is 24 cents for the first minute and 14 cents -- well there's different mileage bands on 24 and 14 for the first or the closest mileage band, correct?
A Yes, 11 to 22 mile band.
Q So if you subtract it out, the 12 cents, you will be recovering 12 cents for other costs for the

first minute and two cents per minute for additional costs, correct?

A If during a daytime call.

Q Right. How about an evening call?

A Well, it would be something less.

Q Do you know how -- what an average call length is --

A No.

Q (Cont'g.) -- in making these calculations, in performing your imputation study?

A That's 2.4 minutes per message conversation time based on this attachment F, page two of two of Exhibit 3.

Q Has that changed from the time of that exhibit to today, do you think?

A I have no idea.

Q Are you in charge or you supervise the preparation of imputation studies?

A We're changing our organization around. Actually, we do this jointly with, I think, the carrier group. I'm involved with it but I don't do the actual imputation study. I review it, if it looks reasonable.

Q You have -- kind of shifting gears now -- direct interconnections with a number of cellular carriers, not just Wireless One, correct?

A Yeah.

Q In a pre-telecommunications act 1996 environment where access -- it's your position that access is still charged, do you have -- you have an access relationship with any of these cellular carriers?

A I don't know what you mean by an access relationship.

Q Do you charge cellular carriers access to terminate mobile-to-land calls and the reverse charge?

A I can't -- I don't know.

Q Why don't you know?

A I just don't know. I'm just not that familiar with all the various interconnection arrangements and what kind of traffic they pass to us and what we pass to them. In my opinion, we generally would not pass them. In my opinion, we generally would not pass them intra-LATA traffic. We would pass our intra-LATA traffic to the IXA.

Q Did you say intra-LATA?

A Yeah. We would pass that to them as a land-to-mobile originator. You're talking about pre-act?

Q Yeah?

A I'm not sure it would make any difference.

We would terminate that to them as a land-to-mobile call. We wouldn't charge access on that.

(At about 4:18 p.m. - Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q The way I understand, you would charge, and let's not -- let's take a different cellular carrier than Wireless One that doesn't use a reverse charge option. That's the assumption we're going to use here. It's a pre-telecommunication act of 1996 environment. You've got one of your wire line customers calling an intra-LATA toll route to a wireless customer. You charge your wire line customer a toll, correct?

A Correct.

Q And the toll would be something like what we just talked about in Deposition Exhibit 2, correct?

A Yes.

Q And then included in the rate that you charge your customer would be originating access and terminating access, correct?

A It's not really included in it, we've basically imputed the average. We haven't put the individual rate elements in there but we said that on average, our rates cover, more than recover that cost,

or recover -- not cost, but those charges on average.
Q Now, let's talk about the carrier-to-carrier relationship. If you send a toll call that is terminated on a wireless carrier, do you pay the wireless carrier terminating access?
A No, I don't believe we do.
Q Why do you believe that you don't do that?
A I just don't think we do.
Q Okay. Do you charge -- so there is no charge on that end?
A Correct.
Q No cost, so to speak, correct?
A I'm -- I don't know what you mean by no cost. There's obviously network cost.
Q Sprint would incur no terminating access cost for that call?
A To the best of my knowledge, that's correct.
Q Let's take the reverse now, mobile-to-land call that would be a toll call under your intra-LATA tariff. Would you charge the wireless carrier terminating access?
A No. We charge a cellular call termination rate which has a pro-rated access component in it, but it's not full access.
Q What do you mean by "full access"? It's not

originating and terminating, it's just terminating?

A Yeah. I think it's just terminating and it's a weighted average of a local charge and an access charge.

Q What do you mean by a local charge?

A Well, there's local call termination charge today or that was in place. And I should know. Basically, we gave you a -- LATA had termination and we assumed a certain mix of local and toll traffic. That's how the rate was developed.

Q And what was that developed for, was that a type 2-A rate?

A No.

Q Was that 3.34 cents per minute?

A That didn't have anything to do with the 2-A or 2-B A. That was traffic -- that was mobile-to-land traffic.

Q Where would that rate be in your tariff?

A Section 25.

Q Mobile interconnection?

A Yeah, the mobile interconnection section.

Q Can you identify where that is?

A In Section A-25, original sheet 23 provides the type 1 and type 2-A, and that's in I-4. And then on original sheet 24, I-6-A is the 2-B.

Q And what are those rates? Can you read those into the record?

A Hang on a minute. Maybe I am getting tired. I may have misspoken earlier when you asked me a question about terminating. You said something about a 2-B and I don't remember, but a 2-B would not be an intra-LATA call termination. It's just to an end office where you all direct trunk to that end office. So that's the one cent charge. That's not the composite rate. The composite rates for what are referred to as the peak or non-discounted usage in the old United or Fort Myers area, was .0334 and the discounted rate is .0234.

Q And that's time of day sensitive; one's day, one's evening?

A Yes.

Q So those are the current type 2-A and type one interconnection rates?

A Correct.

Q And the type 2-B was reduced by the Florida Commission to a penny a minute and used to be the same rate; is that right?

A I don't know that I would -- all of these rates might have changed at the same time. I don't know whether that was necessarily a reduction as much

as it was a recognition of direct trunking to an end office and not only having one switching functionality involved; whereas with the other, you'd have multiple switching functionalities involved.

Q Let's take the 3.34 cent charge. You said that is a composite rate for local and toll on an intra-LATA basis?

A Yeah. My recollection is that rate assumes that 80 percent of the traffic terminates locally and 20 percent would terminate as an intra-LATA-type toll call.

Q Do you know what the local and intra-LATA toll rates that were used in that calculation?

A No, I do not.

Q So to make sure I understand what we're talking about, on mobile-to-land calls that are going over type 2-A or type 1 connections, the charge is 3.34 cents per minute, correct?

A In the peak.

Q Peak.

A Non-discounted usage.

Q And that assumes, in part at least, that there is -- part of that traffic is toll traffic?

A Yeah. The rate was developed that way, yeah.

Q And the toll rate would have been based in

part upon some access assumptions?
A It was -- it was based on access rates, yes.
Q And which access rates?
A The switch access rate that were in effect at the time.
Q Both originating and terminating?
A No, just terminating in this case.
Q Okay.
A I'm pretty sure that was just terminating.
Q Let's say six cents per minute, roughly?
A Well, six cents is an average. Terminating rate is actually a little bit higher but you also, you don't factor in any conversation time on the rate. I don't know whether it comes out -- say six cents, that's close enough.
Q Let's talk about the reverse now, land-to-mobile calling. You would contend, assuming this is a hypothetical cellular carrier now not using the reverse toll option, you would charge your land line customer a toll under the tariff for the intra-LATA call and that would be terminated then on the cellular network, correct?
A Yes.
Q But there's no access charge, there's no terminating access charge, correct?

A Right.

Q So the only imputation that you would have to use for your toll charge would be originating access, correct?

A No.

Q Why?

A Imputation has nothing to do with wireless business.

Q Let's forgot imputation then. Let's just talk about your cost structure of the call. And let's assume that it's just a one-minute call and you charge 24 cents to your customer to make that call. You've got an originating access piece of six cents a minute. Let's just assume for argument's sake, correct?

A No, I don't agree with you. The imputation has nothing to do with those rates. Imputation -- imputation has nothing to do with what's contained in those rates. Imputation is simply a test. It's a test that we have to make to show that our intra-LATA toll rates are not lower than our interexchange carrier's cost of access.

Q I understand that. Thank you. Let's just --

MS. CULPEPPER: Excuse me.

MR. ADAMS: Yes.

MS. CULPEPPER: Bill, I'm sorry. This is Beth. I was wondering -- I'm starting to lose you just a little bit.

MR. ADAMS: Let me swing the phone around. Is that better?

MS. CULPEPPER: Yeah, that's better.

MR. ADAMS: Sorry about that.

BY MR. ADAMS: (Cont'g.)

Q Let's not talk about imputation then, let's just assume that the access cost is what is in your tariff and that that recovers costs for whatever access is deemed to recover. You've got other pieces of your network, right, that also have a cost like the transmission, the billing. You've identified some of those things before, correct?

A Yeah. I'm not -- you're losing me, Bill. I'm --

Q Okay. I'm just trying to get an understanding of the costs of the call and we're assuming this is a one-minute land-to-mobile intra-LATA toll call. And that charge to Sprint's customer is 24 cents for that call. Sprint, you've already said, does not pay any terminating access on that call, correct?

A Yes.

Q So we're going to subtract -- well -- but

there is originating access that Sprint has to pay itself, so to speak, as the local exchange carrier, correct?

A No.

Q Why do you disagree with that, back the imputation issue?

A We don't have to pay ourselves. And also on the terminating side, you know, we still provide that functionality. If it's -- particularly if it's a type 1, we still transport it and we still provide the end office switching and then we pass it off to you. So for all practical purposes, we've provided all the access elements in delivering that call to you.

Q What I'm trying to get to, is there some way to calculate the revenue that Sprint would receive from this hypothetical call without the access piece in it?

A Well, truthfully, Bill, quite frankly, I'd rather you didn't take the reverse toll on because when my customer makes a call, I get 24 cents for it. When I provide that services to you, I get 5.88 cents. Plus, in addition to originally recording it for that customer, I've got to turn around now and I've got to convert it to access. I have to screen all those bills to determine anybody that made one of those calls. So I've got a tremendous amount of additional billing and

processing work that I have to do to give you that reverse toll bill option. So there are a lot of costs involved there that I don't recover through the access charges.

Q Okay. I don't know that that was responsive to the question.

A It's a fact, though.

Q Well, if we assume the cost of originating access is the imputed price of six cents, that leaves 18 cents per minute to recover other aspects, correct?

A If you take 24 cents and you deduct six from it, that leaves 18 cents.

Q Would the 18 cents represent the revenue to Sprint -- strike that.

May I see the mobile tariff? Does that -- is this tariff current, this section A-25?

A As far as I know, it is, yeah.

MR. ADAMS: Charles, can we get a copy of this before we leave today?

MR. REHWINKEL: Sure.

MR. ADAMS: What time is it.

MR. REHWINKEL: It's 4:38.

(At about 4:48 p.m.- Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's switch to reverse option now for a minute. Let's talk through the reverse option rate which is part of the A-25 tariff we talked about earlier today in Mr. Heaton's deposition. Were you here for that testimony?

A Parts of it. I know what you're talking about.

Q Can you describe how that rate was calculated?

MR. REHWINKEL: Bill, are you asking for the way it is today?

MR. ADAMS: Well, I think we -- one of the exhibits is cost justification for it.

BY MR. ADAMS: (Cont'g.)

Q Has the rate for reverse toll changed since Poag Deposition Number 3 was prepared?

A I'm sorry?

Q Has the rate changed for reverse toll since Exhibit Number 3 was prepared?

A No, not since the change made with this filing.

Q Right.

A Okay.

Q Now, can you answer my prior question?

A The rate was -- the additive of the

originating switched access charges on attachment F, page one of two, which consisted of the carrier common line at .0258, the local transport at .0153, the local switching at .0098 and the line termination at .0079, for a total of.0588.

Q Some of the rates for the access imputation have gone down since this filing; is that correct?

A Well, access rates have gone down, so the imputation has changed.

Q Has Sprint considered lowering the reverse charge option?

A No.

Q Why?

A For what I explained before. You're already getting a discount over what I would get if I was being paid by the end user customer and yet I'm generating more costs for billing and recording and screening. I have to go through every one of those customers that make on of those calls and take that out of their billing and then turn around and rebill it as an access minute. So we do -- we have to do a front end processing screening of all those accounts.

Q The total of the originating switched access components that you just identified is 5.88 cents per minute of use, correct?

A Correct.
Q So the price of the reverse toll was set at the originating access imputed price, correct?
A Well, it's not the -- that's just the -- it's not an imputed price. That at the time was the rate elements.
Q Okay?
A Okay. You use those rate elements to develop the imputation proof.
Q Okay. Now, you testified earlier in today's deposition and also in your pre-filed testimony that your understanding is that the FCC has eliminated access on an intra-MTA basis between Sprint and Wireless One, correct?
A Yes.
Q That would include both originating and terminating access, correct?
A Yeah. You would only be talking about terminating access. Because you terminate a call to me and even though it would be an inter-exchange toll call, normally, I would only bill you local interconnection. Same thing as when I complete a toll call to you, you bill me terminating access. So it's not an originating scenario.
Q I'm not sure what you're saying, you and me?

A You're Wireless One to me and I'm Sprint to you.

Q Your say land-to-mobile, go back over that. I wasn't sure I was following what you were saying.

A We are not in -- in reciprocal compensation, you pay for call termination, not call origination. That's the only point. It's not an originated -- there are not originating charges. There are terminating charges between the carriers for this reciprocal compensation. Just like when -- if you -- if there's an area where you don't have the reverse toll bill option, I'm going to charge the customer -- I'm going to charge my customer for that toll call just like you're going to charge -- or Wireless One is going to charge for the usage on a cellular call. Then we're going to pay each other terminating access. As long as it's within the MTA, then we would pay based on local rather than access long distance or access charges. Okay. That same call to another telephone company or to another exchange carrier, because they can handle intra-LATA traffic, I would charge them access charges.

Q Originating access?

A Terminating.

(At about 4:46 p.m. - Mr. Fox entered the

proceedings.)
BY MR. ADAMS: (Cont'g.)
Q You would agree that your understanding is that access has been eliminated on intra-MTA wireless relationship between a land line and wireless carrier?
A For reciprocal compensation purposes, yeah.
Q That would include originating and terminating?
A I'm struggling with where you're coming up with the terminating -- I'm sorry -- the originating. I'm not aware of an instance. You know, if it originates on your network, then you're -- it's your network and you're charging your customer usage charges for that. If it originates on my network, I'm charging my customer usage charges for that. I'm paying you local interconnection rather than access to terminate it.
Q Well, I would think -- I think of originating access in that context as paying yourself under an imputation philosophy. Because as a local exchange carrier, obviously, you have monopoly power. Well, that's a different discussion.
MR. REHWINKEL: That was just a comment, not a question?
BY MR. ADAMS: (Cont'g.)

Q Well, I think it's a semantical difference. Correct me if I'm wrong, I'm thinking of originating access -- let's just take a specific example. Sprint sending a land-to-mobile call to Wireless One which is an intra-LATA toll call under your state tariff. You are charging -- well, here we're talking a reverse toll. Let's say you're charging your customer 24 cents for that call.

A By the -- that's not relevant because there are also local calls that I charge my customer. That's the 25 cent message plan. Those are local calls. They have nothing to do with access. So it's, you know, it's a local interconnection.

Q Those 25 cent calls are outside of the local calling area though, correct?

A No.

Q They're inside a local calling area?

A Yes.

MR. ADAMS: Let's take a break for just a couple minutes. Do you mind?

MR. REHWINKEL: Okay.

(At about 4:50 p.m. - a short recess was taken.)

(At about 4:54 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. I'm not sure I understand the 25 cent untimed local call option that you were just referring to. Can you tell me how that works?

A It works the same way the toll does. It's just those are -- it's a different jurisdictional definition.

Q Those are intra-LATA toll routes under your state tariff where you charge that?

A The -- there are routes where if they go to the -- they can go to the carrier to place a call and they could basically pay a toll call.

Q Who is the carrier?

A Interchange carrier. I'm sorry. But under Statute 364, they determined those to be local calls if they were in effect before July 1, 1995.

MR. REHWINKEL: Just for the record, that would be or ordered as a result of a docket that was before that day.

THE WITNESS: That's in the statute. Okay. Excuse me. I see what you're -- yeah. I don't think I've got my 364. I don't have that with me. But it's in Florida Statute 364.

Here it is. This is 364.02 definitions,

subparagraph two: Basic local telecommunications service. I won't read the whole thing. For a local exchange telecommunications, such term shall include any extended area service routes and extended calling service in existence or ordered by the Commission on or before July 1, 1995.

BY MR. ADAMS: (Cont'g.)

Q So that's kind of an alternative to extended area service?

A It's the 25 -- ECS is the 25 cent routes. All of those are in Section A-3, which is our local exchange tariff.

Q Okay. Let's go back, kind of switch gears again. Go back to page ten of your testimony. On page ten, lines thirteen through fifteen, you say, Sprint is willing to compensate Wireless One if Wireless One actually provides tandem switching and transport or an equivalent facility and functionality. Do you see that?

A Yes.

Q So if the Florida Commission in this arbitration were to agree with us; that is, Wireless One, that our cellular end offices perform equivalent function to Sprint end offices, you would agree that we are entitled to tandem switching and transport

compensation?

A No.

(At about 4:58 p.m.- Mr. Fox exited the proceedings.)

THE WITNESS: Because if this -- if you were to really provide the same functionality --

MR. ADAMS: I'm assuming that in the question.

THE WITNESS: Okay. But I'm saying, if you're telling me you can provide that same functionality, then I can terminate at your cell site.

MR. ADAMS: Yes.

THE WITNESS: For my calls.

MR. ADAMS: I'm assuming that too.

THE WITNESS: In which case, I don't have to pay you tandem switching and transport.

BY MR. ADAMS: (Cont'g.)

Q Understood. I'm saying you pay us. If you're going to terminate a call at our tandem, you would choose to send your calls to end, office is what you're saying?

A Correct. I would -- you don't have a 2-B offering for me because your cell sites don't have the same functionality. So you want to come to me and you

want to order a 2-B, and I come to you and I say, I want to order A2-B from you. Don't have it. Because you don't have the same functionality.

Q Are you aware that Frank Heaton has asked for that?

A That's not what Frank Heaton has asked for. I'm not talking about me terminating traffic to him at my end office, I'm talking about me terminating traffic to him at a cell site.

Q At a cellular end office?

A To be terminated at that cell site via the RF frequencies to a cellular user without going through the MTSO.

Q Why would Sprint care whether it gets to go through the MTSO or not if we are just charging an end office termination rate for all of that Sprint traffic?

A I guess from a compensation issue, if that's what you want -- well, if you're willing to do that, what difference does it make? Why are we going through this proceeding? If that's your position, then if you want me to terminate to your MTSO and just charge me -- and that's what we're doing anyway. That's what we're proposing to do. So we accept your offer. This issue is off the table.

Q Well, one of the other issues would be you

have to deliver an SS-7 signal and that's why that issue comes back in.

A You can get SS -- our signal control point is in Altamonte Springs. It's got -- that's where we interconnect with it. That's where people in Tallahassee come to interconnect with it. That's where our signal control point is. There's two of them because we've got redundancy and you have access to it. Now, I know we do have an issue with you on giving you SS-7 down to the end office. But -- and I don't know -- but that's a technical issue because of the type of trunking. It's not that we can't give you SS-7 signalling. And it would --

Q Do you know --

A It would -- and where you want that is at the MTSO, not at the cell sites.

Q Do you know whether Sprint can deliver SS-7 signalling to the cellular tandem office and deliver voice traffic for the same calls to cellular end offices?

A We can -- when you say cellular end offices, you're talking about cell sites?

Q Right.

A We can deliver the traffic to you. You can't terminate it though.

MR. HEATON: Why don't you let us have that problem. You don't have to worry about our ability to move the call.

MR. REHWINKEL: Let me object. Wait. Let's --

MR. ADAMS: It's not your turn.

MR. REHWINKEL: It's only between Mr. Adams and Mr. Poag.

THE WITNESS: I'm not talking about delivering traffic to a cell site to interface with your transport facilities. I'm talking about delivering traffic to a cell site which has the switching capability to independently terminate that call. Okay.

When you say you want this at a cell site, I think you're talking about it being -- because that's where you got transport facility, you can take it from there to the MTSO. That's not what I'm talking about. I'm talking about when it goes to that cell site, doesn't go anywhere else and it terminates at that cell site.

BY MR. ADAMS: (Cont'g.)

Q But my question is, why do you care if you are only going to pay end office termination rates for all Sprint traffic terminated at a cellular end office,

you're going to pay 3.3 cents -- or point -- whatever the rate is.

A That's not the rate for reciprocal companies.

Q No, it's --

A I don't remember what it is either.

Q It's in Frank's testimony. It's not important for the question. But why do you care?

A Well --

Q If you have an option of delivering traffic at a lower price to interconnection, why do you care how we route or terminate the traffic?

A That's the whole point. I mean, that's what our position is. Our position is that you just bill us end office because that's the only functionality that you provide. I mean, you're the one -- I mean, Wireless One is the one that's saying we have to pay transport and we have to pay tandem switching.

Q That's when you deliver traffic to our wireless tandem, correct. Wireless One's position has been when the traffic comes from Sprint's Fort Myers tandem on Lee Street through the DS-3 to Wireless One's South Fort Myers tandem and then goes through our network, that you have to pay a tandem switching transport and end office termination rate.

A Yeah.

Q When you deliver to a cellular end office, on the other hand, you would pay an end office termination rate. It depends on the functionality that's provided. Do you not understand that?

A No, I do not understand that. Because when I deliver traffic to your cell site -- let me ask you this: I'm sorry. But if -- I've got to understand the question. Okay. When I deliver traffic to that cell site, where does that traffic go?

Q It terminates on our network.

A More specifically.

Q Why does that matter? Why does that matter to your response?

A Because I need to understand exactly what you're talking about.

Q You were here today for John Meyer's testimony, right?

A We didn't talk about this earlier today.

Q Okay. It's my job to ask the questions here.

A I know it's your job to ask the question. My response to you, unless you can tell me specifically the routing of that traffic, and I don't mean assumptions or hypotheticals, I mean, very explicitly, this is where it's going to go to and from, then I can

respond to your question.

Q Well, let me try to ask the question in a slightly different way.

If Wireless One agrees to charge Sprint end office termination rates, and let's just pull that out of the agreement here. It's .3587 cents per minute of use for all traffic that Sprint terminates to a cellular end office, why do you care what happens to the traffic inside our network?

A If that's what you're going -- if that's what you're going to charge me, then I probably don't care what's going to happen to it in your network. The problem that I have with this is that I don't think it's consistent from a pricing philosophy perspective and that was the point that I was trying to get to.

You're going to use more elements to terminate that call than you are one that I terminate to the MTSO. Okay. And I would not, quite frankly, want to enter into any kind of an agreement with anybody that had -- I would try not to anyway -- to have some inconsistency in pricing philosophy. Because I think you're going to set yourself up down the road for problems. And so I would try to establish, you know, a policy and stick with that policy and have that policy be consistent; that policy when you terminate

traffic to me or when I terminate traffic to you.

Q The problem with the policy that Sprint sees is Wireless One is put at a competitive disadvantage for every minute of traffic that is interexchanged because we would be paying Sprint .7954 cents for every minute and Sprint would be paying us .3587 cents for every minute and so there's a net outflow of cash, correct?

A No, that's not correct.

Q Why, what is incorrect about that?

A Because you can direct trunk and use 2-B connections so that you only pay the .003587. You don't pay any transport, you don't pay any tandem switching because my end office has the functionality to allow you to direct transport to it to terminate your traffic.

Q Can Sprint end offices receive the SS-7 signaling that we are delivering?

A I'm not familiar with the details of the discussions that you all have had on the SS-7. And conceptually, I mean, I don't know of any reason why we can't. I know that we do it with 360 in Tallahassee. Because I get caller ID delivered with my services in Tallahassee and I cannot imagine why we cannot do it down in Fort Myers. There may be some technical issue

but I think it can be overcome.

Q So if the other Sprint personnel have told Wireless One they cannot pick up a SS-7 signal at the end office, you don't know what the basis for that opinion is?

A Well, you have to go to the STP to pick up SS-7 and the STP's are in Altamonte and --

Q I'm talking about delivering mobile-to-land SS-7 signals through the end office connections.

A Once you're interfaced -- this is not my area of expertise. But once you're interfaced with the STP and the SCP and those units, they are all interconnected all back to all of our end offices. That's how all of our end offices have access to it.

Q So you're suggesting that the SS-7 signal could be sent over the tandem connection and the traffic delivered at the end office?

A It's a package switching network. Absolutely.

Q Do you -- are you aware that Sprint's local closest STP to Fort Myers is in Altamonte Springs, Winter Park?

A Yes.

Q And are you aware that Wireless One has to pay to haul that signal down to Fort Myers?

A And we have to pay to provide the facilities to get it down to Fort Myers for our offices too.

(At about 5:13 p.m.- Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q So it's correct then to say that you cannot provide SS-7 signaling directly at your Fort Myers tandem or at any of your Fort Myers LATA end offices?

A I'm going to -- again, whether we can or can't do that, I mean, I'm not sure. I know you have to do some different trunk configurations. And if those trunk configurations haven't been done, you can't get SS-7 directly. I still don't think that avoids you having to go to -- you have to go to an STP somewhere to get into the system. We don't have STP's at the end office.

Q Back to your testimony now, page thirteen. We come back to some of the features of Sprint's network that you identified earlier this afternoon, like host switches, remote switch served by the host and again at the subscriber line carrier nodes. Do you see that at lines ten through twelve?

A Yes.

Q Can you identify what each one of those pieces of equipment does on Sprint's network?

A No, not in great detail. I mean, you know, the host -- and they come in different configurations depending on who manufactures it. But the host would effectively be the big switch processor that would control some of the remote switch functions. But the remote switch in most cases, can originate and terminate calls. If the umbilical were taken down between the remote switch and the host, the remote switch could still continue to function and complete calls as long as they were originated within the remote switch serving area.

Beyond the remote switch, you would have subscriber line carrier units. You'd have cross boxes. And these are essentially loop functionalities that make the final connection to the end user.

Q Is there any intelligence in those --

A In the subscriber line carrier there is intelligence.

Q What does it do?

A It basically serves a concentrator functionality on the -- what we call the feeder side of the subscriber line carrier going back towards the host or remote. You would have, for example, two T1's or three T1's or four T1's. But on the -- what we call the distribution side, which would be where you take

the copper pairs out into the subdivisions, you'd have maybe 400. It would be whatever your cable sizes run. You could have 400 pair of cable, you could have 900 pair of cable. Since all of the 900 pairs aren't going to be in use at the same time, you don't need 900 pairs running back to the central office. So the subscriber line carrier effectively establishes the final link between the serving switch and the customer's premises. So it's a concentration and selection function. It is not a switching function like you have at the remote.

Q So it might be something like a repeater on a wireless network?

A No, it's not a repeater. It's probably more like what a cell site does. It makes that -- in your case, you're making that RF connection to the fixed facility going back to the MTSO. In our case, both sides are fixed but you still make that final connection at that subscriber line carrier. In our case, it's a little simpler because the mobile guy's not moving around, but it's still a concentration and a connection or a routing function.

Q What is a connectivity to these line concentrators at the serving switch?

A It varies depending on whether they're a

sending two-way traffic, it would be from the telephone in the subscriber's premises back over a loop local distribution facility to possibly a cross box or a subscriber line carrier to possibly a remote switch. Back to the host, and then I guess that would be the hand off for that. It would -- here again, it's going to depend on what kind of office where we have -- where there's a 2-B connection.

Q In what sense?

A In other words, I presume on 2-B's, there's probably going to be a hose office rather than a remote office for interconnection purposes.

Q How about a call that's routed back through your tandem?

A There would be the same -- basically the same scenario. Once you get to the host, you would go to the tandem and then you would pass it off at the demarcation or point of interconnection and it would go to the MTSO.

Q Now, going back to the local distribution, I believe you called it, the loop. The loop can have these different things that you've identified: A cross box or subscriber line carrier, correct?

A Correct.

Q Would you consider a remote switch to be part

of a local loop?

A Generally, in the historical terms, no. But in the unbundled network elements environment, because you can't get an unbundled -- I guess you can get it there. In some cases, we know we're going to have colocation at the host. When we've got colocation at the host, then we consider the loop to be everything from the host out. Because that's the part of the facility that we're going to have to provide.

I would say in some cases -- in the old traditional world, I would say that the remote is not part of the loop. But in the newer environment, I think there's going to be some cases where it's actually going to be included, at least, in terms of the distance from the host to the remote as part of the loop facility.

Q It would be conceivable that one of the customers of yours could have a direct connection to an end office, what you're calling a host office, right?

A Absolutely.

Q So there might not be any other pieces in the network between the subscriber and the end office?

A Correct. That's correct. Yeah.

Q Can your tandem switch deliver a call directly to a customer without any other equipment?

A The 200 does not provide line -- what we call line side interconnection capability. We do that in the Avon Park scenario but that's a special 200/100 hybrid switch. So I guess with special arrangements, I would say yes. But generally, no. That's the exception rather than the rule.

Q What else do you have in Fort Myers here on Lee Street? You've got a -- you said a DMS-200 earlier. Do you have an end office here also that's colocated?

A I do not know.

Q You must have some sort of end office here.

A Absolutely. There is a serving end office but they're entirely separate units.

Q Do you have any tariff definitions for any of the pieces of the network that you've just described?

A No. Those are not rate elements, per se, that go into the tariff.

Q There's no definition?

A There's not a charge. At least, there's not now. There may be as we get into additional unbundled elements. Currently, I don't think -- we do have loops in our local interconnection tariff. And then you've got the usage rate, the local switching, the transport, the tandem switching, but that's not the total unit

that's paying for a piece of it at a time.

Q What does a cross box do?

A A cross box basically helps you make more efficient utilization of pairs. It's kind of -- it's kind of a hard-wired concentration sort of an arrangement. If you've got -- let's say, three 200-pair subdivisions that you're serving, and you would bring those -- and since you're not going to be using all 200 pairs for each one of those -- out of each one of those cables, then you'd bring it back to a central location. And then coming into that location, you might have, again, 400 pairs going back to the central office. So you take the six -- some of those unused pairs in those cables and condense them down so that you've got a full able cable -- hopefully not too full -- 85 percent full, going back to the central office or the end office.

Q Are those just metallic lines or is there any kind of intelligence in that unit?

A To the best of my knowledge, those are just hard-wired metallic lines unless they came out with something new recently. Like I say, I've been away from this for a little while. I mentioned that they are hard-wired. They're hard-wired but you can go in if you need to get another pair to a particular area,

then the installer can go to that cross box and they can real easily rewire so that you get the additional pairs that you need one way or the other.

Q Are the metallic wires simply spliced together?

A No. There are terminals on both sides. You've basically got to -- it's almost kind of like a pegboard arrangement, except you go in and you tie the wires down on actual terminal blocks. But you can take them off and tie them down to a different one if you need to.

Q Are there any other pieces that we haven't talked about of your network?

A Those are the major pieces. I mean, they're -- like I said, there are repeaters, channel bank termination equipment and things like that throughout the network.

Q But it's your opinion that a cell site is functionally similar to a cross box?

A No, that's not what I said. I said a subscriber line carrier.

Q And can you -- what are the similarities there?

A Both of them make the final connection between the end user and the fixed facility going back

to the switch where the actual connection is made. Where the connection from one person on the call is made to the other person on the call, whether that be another cellular carrier or whether that be a land line customer.

But it effectively -- the cell site effectively is the connection of what I'll call a flexible loop. In other words, because you've got people out there that are moving around, that last piece of the loop is not really assigned to an individual user, but it's shared among many users. And all of the technology and things that you all have talked about is being there to make the cell site connection. That effectively just completes the loop.

Now, it's the same thing that the subscriber line carrier does. It completes the loop. When somebody picks up the phone, and it goes through that subscriber line carrier, then it finds a vacant path back to the end office.

Now, you have a more complex arrangement with the cellular scenario, but effectively, that's all you're doing, is you're completing that loop back to the end office.

Q Can your -- I think you've already answered this, and I believe you previously testified that your

network can operate without a subscriber line carrier node, correct?

A Correct.

Q Do you know, can a cellular network operate without a cell site?

A No, they can't. And I can't operate without wires and without terminal pedestals either. We've both got to have certain pieces to make it operate. The subscriber line carrier just functionally, except for the mobility issues, makes the same type of a connection that's made at a cell site.

Q Do you have a DS-3 connection at your subscriber line carrier node?

A If it's a big enough one, yes, we can do the DS-3 to it, yeah. I don't know what the sizes are. But the DS -- you would -- I don't think you'd take a DS-3 all the way to an individual subscriber line carrier unit. I don't think you'd do that to cell sites either. You may carry it there and you may pick up and you may drop pairs there. You mux and demux (phonetic) there. But then you take it on that ring on around somewhere else. We do the same thing but we do it with fiber optics. You're doing it with microwaves.

Q You do it at your end office?

A No, we do it to the subscriber line

carriers. In some cases, we go all the way to the customer's premises.

Q With what?

A With fiber optics and SONET ring technology.

Q Those would be business customers?

A Yeah, they would be business customers.

Q Where you have a T1 connection?

A Generally speaking, it's more than a T1. Several T1's and maybe a DS-3.

Q What does a pedestal do?

A A pedestal is what you see out here in somebody's yard, and where the cable TV folks have one and we'll have one. That's where you, generally speaking, have a looped up cable that terminates on a terminal block. And from that terminal block, you have the individual drop wires that run to the home or businesses. It's on an -- if it's an apartment complex, it might be a bigger unit on the back of the building or it could be inside.

Q Does that provide any functionality then other than -- would you consider that part of the loop?

A Yes, that's part of the loop.

Q So that's just pure distribution?

A Yes.

Q So that would be comparable to our radio

frequency, the RF signal?

A I would say that in -- I can't get a comparability of that to -- I mean, that is purely a hard-wire wire line element. But it would be -- and you don't have the same thing. You've got different things. You've got different things, probably more complex things. But it would be part of that RF signal. It would come in that area.

Q Would you consider the cross box to be part of the RF signal equivalency?

A I'm having trouble. There are different technologies out at that point and I don't consider a cross box RF technology. But let me put it this way: If you --

Q Do they serve an equivalent functions, I guess, is the question?

A I don't think you have -- I don't think you have that same -- you don't have that same function, in my mind, in the wireless. Because you're doing that through electronics. You're doing that through the base station controller and --

Q Would the subscriber line carrier be the functional equivalent of the RF distribution?

A I would say that that performs a similar connection function as a cell site does. In other

words, if the cell site -- you're out there doing all of this registration and identification and signal strength and those kind of things, but at some point in time, you're going to get that voice call or data, whatever, you're going to get that transmission over that RF signal to the cell site to a T1, going back to the MTSO. It's going -- the cell site is going to make that RF connection to that T1 going back to the MTSO. The MTSO is going to --

Q Yeah, I understand your testimony on that point. My question is more limited. I'm just talking about functional equivalence of the RF or radio, our wireless loop, so to speak. And the question is specifically, is a subscriber line carrier the functional equivalent of the RF signal, does it serve the same functionality?

A And you're saying the RF signal and I'm saying it's not a functional equivalent of the RF signal. It's that equipment that you have at the cell site which makes a connection of that RF signal to the fixed facility going back to the MTSO. So it's more than -- it's not the RF, it's that connection functionality.

Q Your testimony is that the cell site is the functional equivalent of the subscriber line carrier

node, correct?

A Where are you referring to my testimony?

Q Page thirteen, lines seven to thirteen.

A I think I'm very explicit there in what I just stated twice. And what this says, and that is that the cell site is the final link to the subscriber and so is a subscriber line carrier.

Q Okay. I'm just being more specific than that. And the testimony is that a subscriber line carrier is not like our -- it's not the functional equivalent of our RF signal; rather, it's the functional equivalent of our cell site. That's your testimony, right?

A My testimony is that it is like the cell site, it's the final link to the subscriber.

Q So yes?

A Well, you keep bringing in RF. I'm just saying it doesn't replace the RF or anything like that.

Q That's what I said.

A Your RF is like my distribution wires. That's separate and apart from the subscriber line carrier.

Q I'm just trying to find out in the pieces of the network that you've identified here today, what is your understanding of which piece is the functional

equivalent of which piece of our network. And I think we've established that the cross box is the functional equivalent of the RF signal, our wireless loop, was your earlier testimony?

A If I didn't -- I hope that's not what I said. I think I suggested that I struggled with making that analogy. Okay.

Q I'm just going to tell you what I'm going to do. I'm going to go through each one of these pieces and ask you the question: What part of the cellular network is the functional equivalent of each piece. Let's start with the cross box.

A I don't think --

Q Let me back up.

A Yeah. If I had somebody that was sitting at the cross box and changing pairs on demand like in a patch board, then that would begin to look like the connection functionality that's made at the cell site. It would be connecting distribution pair on the distribution side to feeder pair or fixed facilities going back to the end office on the other side. The only thing is that's hard-wired. So I was struggling to make that analogy. Okay. I didn't think it was a fair analogy.

Whereas with the subscriber line carrier, the

subscriber line carrier does it on a real time basis, the same as I perceive that it happens on the cellular side. So I think that is a more realistic comparison of the functionality in that both of them make the final connection from the end user, in your case, radio frequency, to the fixed facility; in our case, distribution facility to the fixed facility.

Q Okay. But you would agree with respect to subscriber line carrier that that is not an essential component of your network, that you can have a direct distribution link to your end user without having that piece of equipment in it, correct?

A Absolutely.

Q And I think you also testified that a cell site is an essential piece of equipment. You can't deliver a cellular call without a cell site, correct?

A That's correct.

Q That's all I'm asking. Is a line concentrating module a requirement to produce a call to an end user?

A No.

Q Why?

A I'm not -- you know, my background has been outside plant engineering, not necessarily switching. And I don't know -- I don't believe that with all types

of switches you have to have any kind of a line concentration. You might have a line control module but not necessarily a line concentration.

Q You would have to have one or the other, line concentration module or line --

A I'm not sure. I don't know.

Q That's beyond your expertise in this area?

A Yeah.

MR. REHWINKEL: Can we take a break, Bill, so I can find out how much longer they're going to be open here?

MR. ADAMS: I don't think I've got a whole lot more.

(At about 5:44 p.m. - a short recess was taken.)

(At about 5:48 p.m. - reconvened proceedings.)

MR. ADAMS: I think I am done. I don't have anything further.

MR. REHWINKEL: Okay.

(At about 5:52 p.m. - deposition concluded.)

STATE OF FLORIDA

COUNTY OF LEE

I have read my deposition, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the correction sheet hereof.

_____
F. B. Poag

_____
Date

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

_____
Notary Public, State of Florida
My Commission No.: _____
Expires: _____

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF LEE

I, the undersigned authority, certify that F. B. POAG personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 23rd day of October, 1997.

Lori A. Tipson
Notary Public - State of Florida
My Commission No.: CC-581152
Expires: December 29, 2000

LORI A. TIPSON
MY COMMISSION # CC 581152
EXPIRES: December 29, 2000
Bonded Thru Notary Public Underwriters

REPORTER'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF LEE

I, Lori A. Tipson, Court Reporter and Notary Public in and for the State of Florida at Large, certify that I was authorized to and did stenographically report the deposition of F. B. POAG; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

DATED this 23rd of October, 1997.

Lori A. Tipson
DiCharia & Associates Court Reporting, Inc.

LAWYER'S NOTES

PAGE	LINE	

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
	:	Filed: October 15, 1997

Confidential Pursuant to
Section 364.183, Florida Statute,
FPSC Rule 25.22.006, F.A.C.
and
Notice of Intent to
Request Confidential Classification
Dated October 7, 1997

DEPOSITION OF:	JOHN C. MEYER
DATE:	Monday, October 20, 1997
TIME:	9:05 a.m.
LOCATION:	Sprint-Florida, Inc. 1520 Lee Street Fort Myers, Florida
PURSUANT TO:	Notice by Counsel For Sprint-Florida, Inc.
REPORTED BY:	Lori A. Tipson Court Reporter and Notary Public, State of Florida At Large

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INDEX

EXHIBIT INDEX

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EXHIBIT NO. _____

DOCKET NO: 971194-TP

WITNESS: MEYER

PARTY: WIRELESS ONE

DESCRIPTION: DEPOSITION

PROFFERING PARTY: STAFF

I.D. #JM-1

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 1
COMPANY/
WITNESS: MEYER
DATE 11/24/97

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ALSO PRESENT: Frank Heaton, Wireless One
F. B. Poag, Sprint
Edward B. Fox, Sprint
Robin Norton, Via Telephone, FPSC Staff

INDEX

EXHIBIT INDEX

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Fort Myers, Florida
Monday, October 20, 1997
(Counsel, Deponent and others listed present)

JOHN C. MEYER,

a witness herein, called at about 9:05 a.m. by Counsel for Sprint, sworn by reporter, testified:

MR. REHWINKEL: Before we get started, Bill, are there any preliminary matters that you want to discuss on the record? I have the notice of deposition of John Meyer and I can make it an exhibit or you can indicate that you have no objection to the service for purposes of the notice.

MR. ADAMS: No, I have no objection to the notice. This is a deposition pursuant to the notice. We have, for the record, just agreed to a confidentiality approach that some of the questions and answers today may involve confidential information; Wireless One confidential information and perhaps even Sprint confidential information. And what we have agreed to is to treat the entire transcript as confidential for the moment until the witness -- deponent has an opportunity to read the transcript and identify what sections specifically are

confidential.

And it is our intention at that time to have the court reporter remove those sections from the public transcript and put them into a separate transcript that would remain confidential. Is that correct, Charles?

MR. REHWINKEL: Yes. Good.

I'll just submit to be marked as Exhibit Number 1 the notice of deposition of John Meyer. We can have that so marked. And also on October 16th, I faxed a list of questions that we intend to ask about pursuant to our agreement and I assume you got that.

MR. ADAMS: Yes, we have that, and John is prepared to respond to those today.

MR. REHWINKEL: Yes. Good

DIRECT EXAMINATION

BY MR. REHWINKEL:

Q Can you state your name for the record.

A John Christopher Meyer.

Q And your occupation?

A I'm the systems engineering manager for Wireless One Network.

Q And are you the same John Meyer that pre-filed testimony in Public Service Commission Docke

971194 --

A Yes, I am.

Q (Cont'g.) -- on October 7th?

A Yes.

Q Okay. I want to just start asking you about your testimony. Have you ever testified in a legal proceeding before?

A Real brief. It was one of my employees in the late '80s and very simple. It was about a traffic accident and I was a little detached from the questioning so --

Q So it was not a regulatory proceeding?

A Correct.

Q This will be your first time testifying before the Florida Public Service Commission?

A Yes.

Q In your testimony on page two, if you could turn to that, please.

MR. REHWINKEL: Beth, can you hear me?

MS. CULPEPPER: Yes, we can hear you.

MR. REHWINKEL: Yes. Okay.

BY MR. REHWINKEL: (Cont'g.)

Q You indicated that you ordered most of the interconnections we made with Sprint. Are you referring to Qualicom there?

971194 --

A Yes, I am.

Q (Cont'g.) -- on October 7th?

A Yes.

Q Okay. I want to just start asking you about your testimony. Have you ever testified in a legal proceeding before?

A Real brief. It was one of my employees in the late '80s and very simple. It was about a traffic accident and I was a little detached from the questioning so --

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A Yes.

Q In your testimony on page two, if you could turn to that, please.

MR. REHWINKEL: Beth, can you hear me?

MS. CULPEPPER: Yes, we can hear you.

MR. REHWINKEL: Yes. Okay.

BY MR. REHWINKEL: (Cont'g.)

Q You indicated that you ordered most of the interconnections we made with Sprint. Are you referring to Qualicom there?

MR. ADAMS: What line are you referring to?
MR. REHWINKEL: I'm referring on line three.
THE WITNESS: Correct. I was the lead technician and the job required me to order almost all of the network system's circuits and lines from, at that time, United Telephone.
BY MR. REHWINKEL: (Cont'g.)
Q Okay. Now, Qualicom has some relation to Wireless One?
A Yes. The principle -- one of the principle owners of both companies is James D. -- James A. Dwyer.
Q Is Qualicom still a paging, two-way mobile and SMR business?
A It's not paging or two-way. I believe all it has right now is SMR.
Q And is it -- what business does it do -- under what name does it do business with the general public?
A Qualicom.
Q Does Wireless One provide any paging services?
A We provide paging services through primarily American Paging.
Q Okay.
A In other words, Wireless One does not have

paging systems.

Q And American Paging is serving what area?

A Southwest Florida. Florida area, actually.

Q Okay. Does -- is -- what is the affiliation between American Paging and Wireless One, if you know?

A American Paging purchased the systems that Qualicom used to own.

Q The paging systems?

A Correct.

Q And is American Paging owned by or have some affiliation with Mr. Dwyer?

A Not that I know of.

Q When were you first approached about providing testimony in this docket?

MR. ADAMS: Objection to the extent that it calls for attorney-client privilege.

MR. REHWINKEL: Is your objection that he shouldn't answer the question as to the date?

MR. ADAMS: Correct.

MR. REHWINKEL: So are you instructing him not to answer the question?

MR. ADAMS: He can generally respond to the question if he can without being specific.

MR. REHWINKEL: Okay.

BY MR. REHWINKEL: (Cont'g.)

Q Can you? Can you give me an answer?
A Can you restate the question? I'm sorry.
Q Can you tell me generally when you were -- without saying who approached you, can you generally tell me when you were approached about providing testimony in this docket?
MR. ADAMS: Maybe, Charles, if you could give him a reference point, the date that the docket was opened, and ask him whether he was approached before or after. That would be acceptable.
MR. REHWINKEL: That would be fine. I'm not really sure when the docket was opened.
MR. ADAMS: I didn't bring the file with me.
MR. REHWINKEL: When you filed your petition. The petition of Wireless One was filed September 11th of 1997.
MR. ADAMS: You can answer the question whether you were --
BY MR. REHWINKEL: (Cont'g.)
Q Was it before or after that day?
A It was -- I believe it was late September.
Q Okay. You testified on or you say on page two of your testimony, lines twelve and thirteen that you are familiar with the Sprint technology used in providing basic intra and interexchange services within

the Fort Myers LATA. Could you tell me how you're so familiar?

A Because I've been in a couple of Sprint's central offices; in addition, we provide demarcation to each other.

Q When were you in Sprint's central office last, a Sprint central office last?

A I believe it was 1991.

Q What was the purpose for you being there?

A We were setting up demarcation for North Naples.

Q Who --

A (Cont'g.) -- and offices.

Q Who is "we"?

A Wireless One Network, which at that time was Cellular One of Southwest Florida.

Q When you say "setting up demarcation," you mean that you were setting up actual physical interconnection?

A At the time, yes. We were -- we were exchanging details and information on how we would like to set up the demarcation.

Q Is that the last time you were in a Sprint central office?

A I believe so.

Q Okay. Beyond that, what other basis do you have for being familiar with Sprint's technology as you state on page two there?

A I'm sorry. One more time.

Q Beyond having been in the -- was it a North Naples central office?

A Correct.

Q Beyond having been in the North Naples central office in 1991, what other basis do you have for being familiar with Sprint's technology?

A Well, my dealings with Qualicom required many circuits to be routed through United Telephone. And when there were problems, we found ourselves becoming more involved in United Telephone's technical connections because that's where the failure would be sometimes; and therefore, we found ourselves getting more in-depth with the way United Telephone provided its connections.

Q And what was the time frame for this? When I say "this," I mean with Qualicom.

A Anywhere between 1984 and 1990.

Q Okay. Is there any other basis for being familiar with Sprint's technology?

A When we set up our cellular switch, they had a DMS-250 which allowed us to actually have Northern

Telecom, which was helping us at the time, provide translation information to your -- I'm sorry -- to United's, at that time, switching facility. In other words, the person doing translation on the United side had some stumbling blocks and the Northern Telecom technician verbally provided the ability for them to translate and route our switch or their -- your switch, United's switch, to our switch.

Q Where was the switch located, the United switch, first of all?

A I believe it was the Fort Myers downtown switch.

Q And what was your switch that you're referring to?

A South Fort Myers.

Q And when was this?

A October of 1991.

Q Any other interaction with Sprint that gives you familiarity with Sprint technology in the Fort Myers LATA?

A Just informal talk now and then with the switch CO supervisor in relationship to the upgrades. Like our switches are almost exactly alike. Whereas United Telephone upgraded their switch to a super node, we had done the same and we always compared notes on

who was getting there quicker than the other.

Q When was the last time you had one of these conversations?

A I don't recall specifically any time frame. I'm sorry.

Q Would it have been in the last year, within the last 12 months?

A No. I'd say the last few years.

Q When did you upgrade to a super node on your end, your 250?

A It was either 1994 or '95, I believe, in the summer of.

Q Okay. Did you do any research of Sprint's technology before filing this testimony?

A You mean, specifically for the testimony?

Q Yes.

A No.

Q Now -- and you say you're familiar with Sprint's technology within the Fort Myers LATA, is it limited just to what's in the Fort Myers LATA?

A It would be the tandem office and the end offices within the LATA because that's where we primarily did business.

Q What technology of Sprint's are you familiar with? Is it just the end office and the tandem

switches? You're referring to the 250 here in downtow
Fort Myers when you talk about the tandem of Sprint's?
A Right.
Q What other pieces of technology of Sprint's are you familiar with?
A When we discuss circuit problems or problems with Sprint, we use generic terms. What would be called a loop back box, for instance, could be a Westel, it could be a general service unit. It could be several definite things. When you talk to -- when you try to fix a problem, you talk about repeaters or T1's to keep it active. And all these devices allow for the connectivity between two. And we both provide the same connectivity to each other regardless of whether the -- we have the same equipment or different equipment. Generically, we are set up the same. So the familiarity between each other is clean and consistent with each other's systems.
Q Is your familiarity with Sprint's technology -- does it extend beyond the end office to the -- to the loop, to the local loop; in other words, the facilities between the end office and Sprint's end users?
A I'm sorry. One more time.
Q Okay.

A I'm trying to understand.

Q Are you familiar with Sprint's facilities between the Sprint end office and Sprint's end user customers?

A Are you talking about like repeater stations or concentrator modules?

Q Any facilities from the end office out towards the end user.

Let me ask it another way: Does your responsibilities for interacting with Sprint involve anything other than what's between you, Wireless One, and Sprint at the points where you interconnect?

A I'm not sure where. I'll try to answer as best I can. Okay?

Q Sure.

A From the point of demarcation from your end, from Sprint's end office, to ours, I'm familiar with repeater stations and the failure of those stations, to when it gets to our end demarcation point. Does that answer your question?

Q Okay. Is that -- are those facilities between you and Sprint's end office?

A Correct.

Q These are not facilities that would be between the end office and, say, a customer and a house

in Fort Myers?

A Correct. However, the facilities between like Sprint and an office like ours, I'm familiar with because it uses T1 interfacing and connectivity to that.

Q You state on page two and three that you are familiar with and have reviewed Mr. Heaton's testimony. I'm at the bottom of two and the top of three.

What did you do to become familiar with Mr. Heaton's testimony?

A I read it.

Q Okay. Did you -- did you read it before it was actually filed? And the filing date was October 7th.

A If I didn't read the exact testimony before, I read at least testimonies or information before the testimony.

Q Did you assist Mr. Heaton in the development of his testimony?

MR. ADAMS: I'm going to object on the basis of attorney-client privilege and how the preparation of the testimony came about. I think he's answered the question that he's familiar with Mr. Heaton's testimony on the basis of having reac

it.

MR. REHWINKEL: Are you instructing him not to answer the question?

MR. ADAMS: I'm trying to not involve attorney-client privilege, which there --

MR. REHWINKEL: Let me ask it another way.

BY MR. REHWINKEL: (Cont'g.)

Q Without reference to any conversation you had with any attorney -- Mr. Heaton's not an attorney, is he, to your knowledge?

A To my knowledge, he is not.

Q Without reference to any conversation you had with an attorney, did you provide any input to Mr. Heaton's testimony at Mr. Heaton's request?

MR. ADAMS: You can answer that.

THE WITNESS: Okay. Frank came and discussed some of the issues with me. We informally talked about some of the issues that he was bringing up before Sprint.

BY MR. REHWINKEL: (Cont'g.)

Q And was this a part of Mr. Heaton's efforts to prepare his testimony, to your knowledge?

A I don't know.

MR. ADAMS: I'm going to -- part of this comes back to attorney-client relationship. And

I'm not sure that John's going to be able to distinguish in his own mind what conversations I was involved with and what conversations he may have had separately with Frank. But I think he's responded to your question that he reviewed Mr. Heaton's testimony before it was filed.

BY MR. REHWINKEL: (Cont'g.)

Q Did Mr. Heaton provide any input to your testimony?

MR. ADAMS: By input, do you mean -- can you further clarify that?

BY MR. REHWINKEL: (Cont'g.)

Q Did Mr. Heaton make any suggestions as to what should be included in your testimony, what language?

MR. ADAMS: If you can distinguish between -- any conversations where an attorney was involved would be protected by attorney-client privilege and you cannot answer those questions. If you think you can discern between conversations that were had with an attorney and those that were not had with an attorney, you're free to answer. But if you don't think you can do so, then you shouldn't.

THE WITNESS: I don't recall going over my

testimony without Frank Heaton and the lawyer being present.

BY MR. REHWINKEL: (Cont'g.)

Q Okay. On page three of your testimony, line five, you refer to each network and that means Sprint's and Wireless One's network; is that right?

A Correct.

Q Containing three components. The first one is tandem switches. Can you identify for me -- I tell you what, can you give me a definition of a tandem switch?

MR. ADAMS: Are you now proceeding through the questions that you've provided, Charles?

MR. REHWINKEL: I guess we can go at this that way.

BY MR. REHWINKEL: (Cont'g.)

Q This is a good point to just ask you the questions that I've provided you. The first one was, identify each component of the Wireless One Network between the interconnection point with Sprint and a Wireless One subscriber. Can you do that?

A Yes.

Q Okay.

A I jotted down some notes last night pertaining to these questions because otherwise, I

would probably get out of order and everything. So this was easiest for me to do that if you don't mind.

Q That's fine.

A Thank you. First we'll discuss the basic components. The T1 is interfaced through a -- from the Sprint end office through a channel service unit and we use a general Datacom 551. This provides the demarcation from the T1's. It also allows the SS signaling from Sprint if Sprint was able to provide us SS signaling into our end office.

The next component is a transmission network system. This is also at the end office. We use a General Datacom DMS. This provides the intelligent and dynamic T1 routing and the splitting and a local connectivity to the end office.

The next component is a digital T1 multiplex unit. We use a Nortel FMT.

Q A digital what?

A It's a digital T1 multiplex unit. That's my own words. That's a generic -- that's what it is. And it combines 28 T1's from the end office into a single DS-3.

Q Okay.

A Then we take that DS-3 into a digital microwave. And that provides -- that's also at the end

office. We use a Nortel RD-6-C. Also we have the microwave guide and dishes included in that.

That provides connectivity to the other end offices and also to the tandem offices.

Q When you say "other end offices," whose are you referring to?

A I'm referring to Wireless One Network's end offices. Because we own our own network, we have a ring, and this is part of a large network ring because of the versatility of the mobility of the wireless calls.

Anyway, I pick up the T1 at the tandem office, again, with -- from the microwave dish through the wave guide into a Nortel RD-6-C. A digital T1 multiplex unit also resides at the tandem office, which is a Nortel FMT. You also have channel service units, which are General Datacom 551's.

Again, you have to go back to the transmission network systems, which is General Datacom DMS. And lastly at the DMS, is a digital tandem switch at the tandem office, and that is a Nortel DMS-250.

Also present at the end office that I didn't mention are the components, is the digital ICRM, and that is a Nortel ICRM and that provides the T1 interface from the tandem offices. It also allows

connectivity via the line interface module through the receiver and the amplifier to the customer.

And also included at the end office is the RF heliax and the RF antenna, which is made by Andrew and Mark, respectively.

And lastly, two components that are within the ICRM are also LCR's and -- or locating modules and control channel modules:

Q When you mentioned ICFR --

A ICRM.

Q ICRM. I'm sorry.

A Correct.

Q Where is that now? That's --

A That's at the end office.

Q Do you have a diagram showing all this?

A No. I think I looked over these questions last night and put together some notes and I don't have a diagram.

Q Do you have some sort of a printout that shows the course of the call?

A Yeah, in my notes.

Q Okay. Would there be any difference in a call going the other way, from your end user to Sprint?

MR. ADAMS: I think he has just identified

the components. He answered one. Are we assuming that he's describing a call path now?

MR. REHWINKEL: Yeah.

BY MR. REHWINKEL: (Cont'g.)

Q Can you describe the call path?

MR. ADAMS: Is this land-to-mobile or mobile-to-land?

BY MR. REHWINKEL: (Cont'g.)

Q Let's start first with land-to-mobile.

A Okay. For a wireless -- wire line to wireless call?

Q Right.

A Okay. I went through some of the components. I'm going to try to briefly go through them. Okay? We obtain the call from a T from Sprint's end office into our end office. Our demark side provides for a channel service unit.

Do you want me to repeat the -- what each of these devices do?

Q Yes, please.

A Okay. The channel service unit provides the demarcation of the T1 from Sprint and will also provide us to loop back -- or Sprint to loop back and allows us to have remote reporting capability to that.

The next component that the call would enter is a transmission network system. And what this does is provides intelligent dynamic T1 routing. What I mean by that is, if we have a T1 go down -- I'm sorry. If we have a microwave hop go down anywhere in our network --

Q A microwave what?

A A microwave link. In other words, we have like a series of microwaves that include the tandem office and a string of end offices. And it's one big circle. If we lose one part of that circle, this equipment allows it -- allows the calls to be rerouted the other direction to the tandem. So that way, we have connectivity to the end office at all times for those particular routes through this transmission network system.

Then it goes -- once it goes in there and it gets a route to find at that node at the end office, then the T1 is placed into the digital T1 multiplex unit. And that's the unit that takes 28 T1's and brings it into a DS-3.

Q Okay.

A Then it goes through the digital microwave which provides connectivity to the other end offices and to the switch. It's picked up.

Q What switch is this now?
A I'm sorry?
Q Into what? You said the switch. Do you mean the tandem switch, what you call a tandem switch?
A Into the tandem, yes. Actually, to the tandem office, because it doesn't connect directly to any switch at this point.
Q Okay.
A It gets picked up from that tandem office from the microwave through the Nortel RD-6-C microwave. Then it's broken out from a DS-3 to standard T1's using Nortel FMT. Then it goes back into the digital T1 multiplex unit. I'm sorry. That's what I just said.

Then it goes into a channel services unit and that demarks the T1 at the tandem office. And that is then routed to the transmission network system, which is the General Datacom DMS, which provides the tandem end connectivity to all those different trunks.

Q Can you say that again, please?
A Yeah. It goes into a transmission network system, which is a GDC DMS. And at that point, it splits off for a specific trunk routing back into the tandem.

Q When you say into the tandem --
A In this case, the DMS-250.
Q Okay.
A Which has a T1 interface card. It's called a 6-P-50.
Q Okay.
A The call is identified by the central processor, and it identifies the ANI and locates a subscriber record associated to the ANI. Then the central processor will then identify the last registration from that customer onto whether the call was located within its network.
Q Can I stop you for a second?
A Sure.
Q The central processor, is this a component of the DMS-250?
A Yes, it is.
Q Is it an integrated component of the DMS-250?
MR. ADAMS: Can you clarify what you mean by integrated?
BY MR. REHWINKEL: (Cont'g.)
Q Were you with the company when you bought the 250?
A Yeah.

Q Was it part of the unit that you bought, the central processor?

A No. We obtained a super node about two or three years after we bought the switch.

Q Okay. So the central processor was what you made this a super node, the 250?

A Yeah, uh-huh. Well, no. The DMS-250 -- you asked two questions. You said, was the processor purchased or -- with the switch when we purchased it and I said no. The processor we have now is a super node.

Q Okay.

A We did not have that processor at the time.

Q What did -- does the central processor have a name? Is there a brand name, a model name?

A The processor that we use now is referred to as super node. Specifically, parts of the processor have names. Do you want me to go into those?

Q If you would, please.

A Parts of the super node include a Brisc 70, a SLM, that's S-L-M.

Q What was -- you said Brisc?

A Uh-huh. (Affirmative)

Q What is that? Can you give me the -- is that an acronym?

A I don't know. That's what we always call it.
Q Can you spell it?
A B-R-I-S-C, I believe.
Q Does it stand for something or is that a brand name?
A I don't know. I think it's a brand name but I'm not sure.
Q Okay. And you said a SLM?
A Yeah. I get lost in these acronyms. I gave up years ago. A Nortel switch knows what I'm talking about.
Q What's the rest of it?
A Those are the two main components. Of course, it contains the heart, the memory cards, the RAM cards, which contain the subscriber memory. I don't know all the different, you know, I wasn't prepared to go into too much detail with that so I --
Q Before you -- tell me what's involved in making a 250 -- a DMS-250 into a super node.
A Simply enough, I believe it's just you upgrade the processor and your RAM availability and you obtain SLM drives.
Q What do the SLM drives do?
A They provide external information to and from the switch, similar to maybe a tape drive. If it does

any more than that, I don't know.

Q Okay. We had the call come in. So you had it going from a TM interface card, going back to your diagram here.

A Oh, sure.

Q T1 interface card into the central processor?

A Correct.

Q And then where -- from there where?

A Well, once it hits the T1 interface card, which is a 6-X-50, the central processor needs to do a lot of things. In other words, the 6-X-50 will provide ring back at the time. In this duration, the central processor does a lot of work. Because you're in a wireless environment, the processor does -- well, Northern says it does seven times more processing than a DMS-100. The reason why is because you have to locate the subscriber, you have to identify, match the electronic serial number.

And what an electronic serial number is, is if I had a cellular phone, anybody can program my phone number in it, but the hardware has a coded digital code that is sent whenever a call -- whenever anything happens between the end office and that cellular phone. That way, no one can just program their phone number and allow fraud to work on your system.

Anyway, this central processor identifies -- first, it has to find the phone, where it was last registrated -- or registered. And then it -- it will -- once it locates the last place where the phone registered, the central processor will then instruct all the end offices within the vicinity of that phone's last registration to send a data message to the wireless phone. And that's important because there's no boundaries in the wireless market so it's not like it knows which office to send it to.

Once a reply is obtained from the serving end office from that particular phone, then the central processor validates this serial number that I told you about. Then the phone call is routed to that end office serving the wireless phone. The call is then -- at that time, it's sent out of a 6-X-50 interface and it goes into the -- it goes back to the end office by means of transmission network system and back to the channel service unit, the digital T1 multiplex unit.

Do you want me to explain all these again?

Q Yes, please.

A Okay. I'm sorry. It goes out of the T1 interface to the local end office.

Q To the local end office from the T1 interface card?

A Correct. Via all these components, correct.
Q That's located at your --
A This is at the tandem.
Q The DMS-250?
A DMS-250, correct.
Q Okay.
A The connection from that DMS-250 is the 6-X-50 and then it connects to the transmission network system. And again, that provides the intelligent and dynamic T1 routing. Then the channel service unit for the demarcation at the tandem, then the T1 multiplex unit, which breaks out the three -- the T1 into a D-3 pattern -- DS-3 pattern. Then it goes into a digital microwave, which provides connectivity to the other end offices and the tandem offices.

At the end office, it's received from that same microwave, which is connected to the other end offices. Then it goes through the T1 multiplex unit which pulls the T1's -- 28 T1's from a single DS-3. Then it goes into the transmission network system, which again provides-- it's the node that -- on that side that provides for intelligent and dynamic T1 routing.

From this point, it goes into a 6-X-50 card that's located within the digital ICRM at the end

office. The T1 interface from -- I'm sorry -- from the 6-X-50, it goes into the ICRM. And within -- internal to the ICRM, it's switched through the line interface module for the subscriber and then through the transceiver and amplifier.

The signal at this point is an RF signal with information riding on it. And it's sent out on the RF heliax up to the antenna. The antenna radiates into a particular area from that end office.

MR. ADAMS: RF, John, you mean radio frequency?

THE WITNESS: Yes. I'm sorry.

And then it's picked up from the user's phone from their antenna into their phone.

Once the phone acknowledges receipt of the call, the call is terminated as far as -- what I'm saying is, the call is turned up and kind of like similar to a United Telephone loop start line, it becomes a two-way conversational line at that point.

BY MR. REHWINKEL: (Cont'g.)

Q You used the phrase intelligent and dynamic routing several times.

A Correct.

Q Now, is that -- what do you mean by that?

A As I explained earlier, the -- if we lose a hop within a ring, this equipment, not the microwave equipment but this specific General Datacom equipment, will identify a loss between the two cells or between all the different end offices, actually.

It will actually see that routing has been disconnected from end office to end office. Okay. So this system picks up on that and it identifies that these routes are no longer at all these different end offices. In other words, they all work together and they've -- together they find out which routes were disconnected. Because it's intermeshed, you have -- I'm not just talking from one end office to another end office, I'm talking from every particular end office in this ring and that hub off those rings -- off those ring nodes, they'll identify that all of these routes are no longer able to happen.

Then this equipment turns around and it will find another route to make it back to each other's office. Once it does that, then it simply updates each other. Okay. In other words, the nodes get updated and everything reroutes around that. I don't know how simpler to put it without getting a piece of paper.

Q When you say "nodes," what did you mean "nodes"?

A All of this transmission equipment, what's called a General Datacom DMS, each end office has a node or a box that allows all circuits at the end office to go through and they interconnect to all the other nodes. It's like a whole network system. And that's what I mean by nodes. I mean, there's -- there's no real master nodes. All the nodes are kind of like pretty much treated equal.

Q Again, back to this phrase of intelligent and dynamic routing.

A Uh-huh. (Affirmative)

Q And you kept referring to this equipment. Is there a specific piece of equipment that actually controls that or guides that function?

A The node -- each node has their own CPU and processor in it. And they call it a -- what do they call it? I believe it's called system control card. Obviously, each one of these nodes -- it's not just one card, it's a whole bunch of cards that provide this function.

Anyway, you have what I believe is called service system control card. It in fact, talks to the other service control via other -- kind of like a T1 overhead to the other T -- to the other nodes in order to provide this function. And it's dynamic in the

sense that it could be automated to where it reestablishes links on its own. So that way, it's alive. It's not like a person has to do anything for it. It will identify loss of line and redirect itself.

Q Does the -- would this process work if your DMS-250 or your tandem switching equipment, what you refer to as a tandem switching equipment, if that failed, would this intelligent and dynamic routing function still work?

A No. Because in a wireless -- in the wireless phone system, you always have to bring your calls back to that central processor. The central processor holds the customer data base. And it has to do that because of the mobility of all the phones at the end office.

Q This system control card, that's at each node?

A Right.

Q Okay. Does that -- is there communication with -- that card is sitting where? Is it in a piece of equipment?

A Yes.

Q What's the name of that piece of equipment?

A General Datacom DMS.

Q Does the DMS communicate with the central

processor?

A No, it's --

Q There's no interconnection, no connectivity?

A Not to the DMS-250, no.

Q What about a piece of equipment that's adjacent to or located at the DMS-250?

A There's nodes at the DMS-250 to provide equal functions.

Q Equal functions to what?

A To the other nodes at the end offices. The tandem office obviously will provide node connectivity as well.

Q Is that functionality, that's at the -- what you call the tandem location?

A That's there as well, correct.

Q Does that interact with the DMS that's out at each remote site?

A Correct. All of them act together in coming up with routing scheme or rerouting ability in case of failure.

Q If that functionality was not operable at the tandem site, this intelligent and dynamic routing would not occur among the -- what you refer to as end offices; is that correct? Do I understand that?

A I'm sorry. I'm trying to grasp you. That's

okay.

Q Does the -- what do you call the -- do you have a DMS at the -- at your -- what you call the tandem switch site?

A Yeah, we have to.

Q Do you have one or many?

(At about 10:03 a.m. - Mr. Poag exited the proceedings.)

THE WITNESS: Because of the amount of traffic going into the tandem, we have many.

BY MR. REHWINKEL: (Cont'g.)

Q Is there a one-to-one relationship with each -- what you refer to as end office? You have a DMS at what you call the end offices, right?

A Uh-huh. (Affirmative)

Q One?

A Usually one, yeah.

Q Now, is there an equivalent -- is there a DMS for each end office DMS located at the tandem switching site?

A Oh, no. No. We have -- because -- because of -- because of the remote end offices conforming into this network, a lot of the point-point connections are done at the main end offices. Once they get to the tandem office, you know, in the ring; in other words,

whether they go -- in other words, you have end offices working together providing information to each other. Okay. And routing to each other. And then you also have the tandem office that provides -- that's in this circle. And, of course, the tandem has more because of the amount of interface that's needed to the central processor and to the equipment there. But it's not one-to-one. It's -- it's less than one to -- I mean, it's -- how do I say that?

Q I'm kind of looking for a ratio.

A A ratio. I'd say probably if you took all the end offices together and the tandem, it might be four-to-one or five-to-one, where four or five would be the cumulative of the end offices and the one would be at the tandem. I'd say that's probably about right.

(At about 10:05 a.m. - Mr. Poag entered the proceedings.)

THE WITNESS: That's -- I haven't sat down and thought about it, but it's about that.

BY MR. REHWINKEL: (Cont'g.)

Q You mentioned something about end offices working together.

A Uh-huh. (Affirmative)

Q What -- are there segments of end offices that work together as a group, discrete group?

A When you're talking about DMS systems, yes. They do work together. Any DMS within that ring, okay, works as a distinct group with each other. They're interrelated.

Q So that's the grouping is the rings that are identified in any -- in any diagram that you filed in this docket that Mr. Heaton shows the rings on his, those rings are where these DMS's work together as a group?

A Correct.

Q So did we finish the call flow for the land-to-mobile, right?

A Yeah. There's just one last thing. We're talking about the -- where we left off was that the wireless phone terminates the call or at least provides the loop for the call. And as the call is in progress, if that end user was to move either within the cell or if it was to move around within that end office or move in an adjacent end office. At all times, the end office's responsibility is to pull the signal -- the RF signal, radio frequency signal, and to identify how the level of signal strength into that end office. This allows the caller to get the best signal. And because we kind of -- I'm going to get a little technical and I can't help it.

Q That's fine.

A In each end office, most of our end offices are what we call sectored. And because of this, what it is, each sector provides an RF propagation or better yet, just an RF pattern, let's say, for that specific end office. Usually it's divided into three. You have -- you have -- in our network, you have the -- a radiation pattern to zero degrees, and then you have another one at 120 and another one at 240.

And if a person was to -- during the conversation, was to move from one to another and find a better -- and the end office is constantly updating itself and seeing if there's a better signal on another one of those sectors. The other end offices in the same area are looking for the same thing. And the end office's jobs is actually to pull this information.

If it gets to a threshold where the signal is degrading, then it's -- the end office will switch that call and it will end up to be on another channel in an adjacent sector. That's important too because, again, everything that we talk about is because of the mobility of the wireless phone.

Q Is there a big difference in the flow of a call from a Wireless One subscriber back to the point of interconnection with, say, Sprint, with a land line

company?

MR. ADAMS: I'm not sure I understand that, Charles. Can you repeat that?

BY MR. REHWINKEL: (Cont'g.)

Q Okay. Is there a difference in the flow of a call -- is it just the reverse of what you described to go from a Wireless One customer to the point of interconnection with Sprint for completion to a land line customer?

MR. ADAMS: Thank you.

THE WITNESS: I think the best way to answer that is, I'm looking at my notes here and I have wireless to -- wire line to wireless call and I have wireless to wire line call. You're asking for the differences.

And just looking at my notes here that I wrote last night, I see that the -- a lot of things happen. The initial setup is a lot different because you -- and I left some things out on the wire line to wireless call insofar as the phone has to turn itself on and identify its presence.

When I explained the wire line to wireless call, okay, I was going from that end forward. When I explained the wireless to wire line call, I

have to start at the -- at where the wireless phone is. And the wireless phone needs to register. I'm assuming with the explanation that I gave you that -- that it already happened. So all of this registration and fraud control and the ANI and everything needs to take place up front which we assumed when I gave you the other description that all that already took place.

With that understanding, I'd say we're about just the opposite of where we went for the other call, yes.

BY MR. REHWINKEL: (Cont'g.)

Q Okay. In your deposition today and in your testimony, you used the term "end office." Can you give me a definition of end office?

A I look at the end office as providing connectivity to the end user from a switching environment. In Wireless One's case, this would be like with -- this would be provided by RF via Nortel interface line module. In Sprint's case, you'd be looking at a metallic line going through a Nortel line conditioning module.

What I probably would not call an end office is what we would allude to as a repeater station. Whereas the line interface module resides in the end

office. It sends a signal to a repeater station and then at that point, at a different location, is where the call -- the end user actually is to be able to produce and terminate calls.

So that's where I make the distinction between an end office and maybe some remote -- or not even an end office, just a remote off site connectivity.

Q On page seven of your testimony --

A Uh-huh. (Affirmative)

Q (Cont'g.) -- you used the term cell site. Starting, I think, for the first time on line six down through line seventeen.

A Okay.

Q What is the difference between a cell site and an end office?

A Nothing that I can think of offhand.

Q Do those terms --

A A repeater station would not be a cell site. That's what I was talking to you about. That serves a remote area away from a cell site. I'm using the term end office because we're doing comparisons between wire land and wireless and because it's more of a generic terminology to keep away from the, you know, the -- just terminology.

Q But in your mind, the terms cell site and end office, for purposes of your network, are interchangeable?

A I believe so, yeah.

Q So you only have one end office per cell site or are there multiple? Is there any more than one end office in a cell site -- at a cell site?

A Not that I know of.

Q Okay. Now, does the end office perform any switching functions in your network?

MR. ADAMS: Other than what he's already described, you mean?

BY MR. REHWINKEL: (Cont'g.)

Q Well, I just want to know if you -- if it's your testimony that an end office performs switching functions.

A I think there's a lot of variations of the word use "switching". If you're asking me if calls can be -- come from one source and go to another, if that's what your definition of switching is, yes, they do provide that. In other words, they can go from one product to another or one device to another, okay, in the cell site or the end office.

Q Can a call be switched at the cell site or end office in your network without going to the -- what

you call the tandem switch?

MR. ADAMS: Are you going back through your questions now, Charles?

MR. REHWINKEL: No.

THE WITNESS: And by tandem switch, you're talking about the DMS-250?

MR. REHWINKEL: What you refer to as your tandem switch.

THE WITNESS: Where do I refer to the tandem switch?

MR. REHWINKEL: I mean in your testimony.

THE WITNESS: Okay.

MR. REHWINKEL: I guess there's many places you refer to -- on page eight, line five.

THE WITNESS: Okay.

MR. REHWINKEL: You're referring to a wireless tandem switch.

MR. ADAMS: I'm sorry. Can you repeat the question again that's pending? I've lost track.

BY MR. REHWINKEL: (Cont'g.)

Q Can a call be switched at your -- at a Wireless one end office or cell site without the assistance of your wireless tandem switch as you referred to on page eight of your testimony?

A Yeah, we're able to. We are able to switch

calls internally in the end office.

Q Would this be a call from one end user to another end user?

A No, it's for routing purposes.

Q Can you define routing?

A It's to provide changes from point A to point B. In other words, routing would be how to get from point A to point B to point C and the switching will provide for an alternate route outside -- to the outside world from the end office.

Q This would be a call -- let's say, a call was initiated by a Wireless One subscriber in the vicinity of a particular end office.

A Uh-huh. (Affirmative)

Q Okay. Now, what kind of routing could occur of that call to -- and say that's point A -- the origination point of that call, would that be a point A?

A Okay. Yeah.

Q Now, what would -- what kind of routing -- what would point B be that this call could be routed to?

A We'd have to go back to how a wireless call goes through. And point A would be the end user's telephone. Then you'd go through -- do you want me to

go through this? You have this whole scenario that I explained earlier of how a call goes through.

Q All this is without the assistance of any facility at the tandem switch?

A One more time.

Q This would be without the assistance of the -- what you refer to as the tandem switch or the wireless tandem switch?

A The call scenario? No, you would -- again, you always have to go back to a central processor in the tandem switch to produce a call.

Q So can there be routing within -- at the -- can there be routing at your cell site or end office without the assistance of the tandem switch?

A Correct.

Q There can be?

A There only can be routing, not -- there would be routing in the case of a problem within the network. It is capable of rerouting. It's capable of rerouting at the end offices.

Q Can there be -- in the context of completing a call, can there be routing within the end office or cell site without the assistance of your tandem switch?

A Oh, for call completion?

Q Yes.

A No.
Q The routing you were referring to in your previous answer would be if you've got a completed call and you have a signal that becomes possibly too weak and it hands off to another stronger RF signal?
A The route I'm talking about would be is if there was a problem within the network and it would switch to an alternate route.
Q So --
A That's what I'm talking about.
Q So that the call is maintained?
A Correct.
Q So would it be fair to say that within the end office or the cell site, that the routing function is more related to continuity of the wireless loop?
A What are you calling the wireless loop? I'm sorry.
Q I guess it would be the loop that is analogous to the wire line loop. Once you have a completed call, you have a loop that's analogous to what you have in the wire line network, you just use lots of electronics and --
A Right. Okay.
Q (Cont'g.) -- to keep it?
A You're talking about the actual loop from the

originator to the terminating person, the party, correct? Are you calling that a loop, like the voice path --

Q Yes.

A (Cont'g.) -- from point A to point Z?

Q I guess it would be from -- that's one kind of loop, I guess. Now, you also have a loop between the originating caller and the point in your network where it's actually switched to the terminating caller the call ahead party?

A Right.

Q So there's a loop that would be that first piece just to the point of switching to the call ahead party and --

A I'm sorry.

Q That's okay. I think I've got the answer to that question.

The question four that I sent to you asks how is the DMS-250 used within the Wireless One network. Do you have a general answer to that question?

A Yeah. I'm glad you said that because you're getting tough here. Primarily there's two main functions that I see that the DMS-250 provides. A main function is the central processor of wireless end office registrations and then polling the RF data from

these end offices and to allow comparison from one end office to another. The second is that it switches calls to and from the end offices that serve the call -- the end user.

MR. REHWINKEL: Okay. Would you like to take a break?

MR. ADAMS: I think that's a good idea.

(At about 10:27 a.m. - a short recess was taken.)

(At about 10:36 a.m. - reconvened proceedings.)

MR. REHWINKEL: Bill, would it be possible to have John draw on the board there?

MR. ADAMS: What kind of drawing would you like him to draw?

MR. REHWINKEL: I guess we'd like him to draw just a schematic of how his ring -- just pick one of the rings.

MR. ADAMS: How about if we reference to one of the exhibits in Frank's deposition -- or his testimony, rather? It already has a diagram of our network.

MR. REHWINKEL: Part of the trouble, I guess, is it's kind of -- Beth, do you all have a copy of Mr. Heaton's exhibits?

MS. CULPEPPER: The confidential ones?
MR. REHWINKEL: Yeah.
MS. CULPEPPER: I've got them downstairs.
MR. REHWINKEL: You don't have them with you there?
MS. CULPEPPER: I'll go get them.
MR. FOX: Some of the things he described would be the GDC units. That's all.
MR. ADAMS: Which exhibit are you looking at, Charles, 1.4?
MR. REHWINKEL: 1.4.
(At about 10:39 a.m. - a discussion was held off the record. Back on the record at 10:39 a.m.)
BY MR. REHWINKEL: (Cont'g.)
Q I was just wondering if you could do just a real sketchy drawing of the items that work in the node context in the ring. In other words, I guess the manufacturer is General Data Corporation?
A General Datacom.
Q What was specifically the piece of equipment that --
A The DMS.
Q DMS?
A Correct.
Q Can you show how those interact with the

other DMS's in the ring? Could you draw that out? Forming like, for instance, just take one of the -- which one are you more familiar with, the south microwave ring?

A Who, me?

Q Yes.

A I built the system from the ground up so --

Q Let me just take -- is Palmer system included in this diagram, 1.4?

A Yes, it is. Yes, it is.

Q Did you work on that too?

A No, I did not. I'm sorry. The rest of the system I did.

Q Which of these facilities on 1.4 came with Palmer? That was on October 6th that you took over operation of Palmer; is that right?

A Correct. The end offices -- most of the end offices in Lee County came with that deal.

Q Which ones are not?

A We already had an end office in Bonita Springs, of course, our tandem office in South Fort Myers. We have -- that's pretty much it from what I see on this diagram.

Q Bonita Springs is --

MR. ADAMS: North Collier County.

THE WITNESS: Of course, all the connectivity to the IXE's and to the Fort Myers tandem and the South Fort Myers end office existed before Lee County.

BY MR. REHWINKEL: (Cont'g.)

Q Because you were interconnected with Palmer?

A Yes, correct.

Q In Lee County?

A Yes.

Q Now, the Bonita Springs, is that in -- that cell site, is that in Lee County?

A It is.

Q So everything that's shown in Lee County that's on this diagram, other than Bonita Springs and your South -- what's on here as a Wireless One South Fort Myers tandem, slash, end office, is -- came from Palmer?

A The Wireless remote end offices and the tandem offices and the end offices, correct.

MR. ADAMS: But not the microwave facilities.

THE WITNESS: I'm sorry?

MR. ADAMS: Microwave facilities.

THE WITNESS: Between each of those points?

MR. ADAMS: The north ring and the south ring that are partially in --

THE WITNESS: Oh, yeah. That was ours.

MR. ADAMS: So the red ring and the purple ring were Wireless One's?

THE WITNESS: Actually, it would be the blue ring, if I'm looking at that right.

BY MR. REHWINKEL: (Cont'g.)

Q What is the yellow line down here at the bottom? Are you familiar with that, between Monroe remote and Carnstown remote?

A Yeah. I don't know why that says end office. That's actually one of those repeaters I was telling you about.

Q Which one is?

A The Monroe.

Q Okay.

A It does not provide any line interface module connectivity.

Q Is that the only repeater that's shown on here?

A Yeah. We managed to stay away from those down here in Florida.

Q Do you all have networks -- are you familiar with Wireless one networks elsewhere other than Florida?

A We used to have wireless cellular in four or

five states up north. And, yes, we did the engineering for those and --

Q You don't have them anymore, Wireless One?

A Correct.

Q All right. Well, let's take --

A They had a few of those type of offices that are a type of repeater stations.

Q Up north?

A Yeah.

Q Okay.

A It's when you don't want to spend a lot of money for end office equipment and you want to kind of put something a little -- a lot less expensive but you've got to cover that area. Kind of similar to what you all do with your repeater modules in neighborhoods.

Q Let's take -- which rings -- you say -- when you say blue, are you talking about the light blue or what looks like almost purple?

A Almost purple. We can probably talk about the red because that looks like it's easier to see.

Q That would be the one that goes from Camaro to Wauchula to Arcadia to Port --

A It's Port Charlotte.

Q Port Charlotte. Okay. Fine.

MR. ADAMS: Excuse me, Charles, for just a minute. It might be easier if we look at 1.3. Do you have that? Because that's all of the end offices connected to the proprietary microwave system. The yellow ones are the end offices that are connected by leased lines.

MR. REHWINKEL: Fine.

BY MR. REHWINKEL: (Cont'g.)

Q Okay. Can you draw where -- I guess I'm just trying to get a more visual representation of how the DMS's work between the cell sites.

A Okay. I'm trying to think where to start. Okay. The DMS nodes that reside in those end offices, they provide T1 interfacing to the end office equipment that supports the end users. And it also provides connectivity -- T1 connectivity to Camaro, for instance.

You have a Sprint Sebring end office and also an Avon Park tandem end office. And I'm not sure -- I've got to say I'm not sure which -- which of these go through the DMS and some of them don't, okay, today currently because I was in charge pretty much of setting everything up but I don't know if that's been changed. I can only say, this is the connectivity and this is how it focuses. You know, I can't specifically

guaranty that this particular end office terminates an
routes through the General Datacom systems. Okay. I'
going to preface that because I don't know. I just
don't.

Q When you say "this particular," you mean any particular one on this ring?

A Correct. The way that it was set up was that -- let's take something simpler. You have the Wauchula end office and at one time, and I believe it'
today, but I'm not positive, it terminates into the DM
at the Wauchula end office as does the end office equipment for the end user.

Then what happens is -- is I know in this case, the circuitry from the Wachula end office gets routed to the Arcadia end office where it meets with the Arcadia Sprint end office circuits. And then from there, we split off from the Arcadia end office and we would split off two different directions in that ring for that particular Wauchula Sprint lines and the Arcadia Sprint lines.

So we would have out of the 24 circuits for each of those end offices at that time, we would send twelve of the Arcadia's and twelve of the Wauchula's one direction and twelve of each the other direction. That would be our standard routing procedure.

If there was a dysfunction in that ring and we were to lose -- I'm giving you an example here -- if we were to lose that ring -- and so far, also just to tell you, Arcadia and Wauchula would branch the even voice trunks out one way and the odd out the other is our way of -- because of the sectorization I told you about earlier and everything, it was our way of making sure that our systems were halfway up, regardless of any problem issues.

If we were to lose the hop, let's say, between Wauchula and Camaro, we would, at that instant, we would lose connectivity for half the circuits for those Sprint end offices and for those cell sites on both sides of that cutoff.

Then, the node equipment in each one of those blue end offices in that ring, each one of those nodes will identify the loss of circuit routing connectivity and it will automatically reroute the odd or the even, which one doesn't route at that point, it will reroute at each end office those calls to ensure connectivity.

Some cases -- a lot of cases, the customer might not even know this is happening. Sometimes they hear a click and different things happen. But all that -- there will be a loss. If you are live on that particular channel that got cut, you will have a time

of silence until it reroutes. Okay. That's the cleanest way I can kind of describe how that all works.

There's smart network systems and, again, because of the complexity of wireless, that was the easiest way to ensure connectivity.

Q What interconnection -- type of interconnection would you have, say, between a Wauchula cell site and Sprint's Wauchula end office, what kind?

A Just a T1 lease line.

We also have -- this is a real basic diagram. I mean, this is like upper level because inside this, we also provide -- we take in local loop lines for 56K loops to the local sales office, you know, depending on where it is, the local sales offices are provided for at that point. We have data circuits and smart equipment that come from our end office to the local sales offices as well.

So we provide multi-connectivity to these end offices with Sprint. We really match up same for same. The equipment at the end office allows for termination, regardless of whether it's a 56K, 9.6, what have you, of T1 and then it brings it together all the way to the DS-3 level so it can be transported via our own network. We do that to obviously save on

homeruns all the way to Fort Myers.

And, of course, then also you have the cell site data stream that provides for the cell site to be up and to keep the conversations between the data messaging -- what we call messaging -- between those end offices and also the tandem, to keep it an established network. Keep in mind that if that data stream loses touch with the central processor, because is it a wireless system, then if that data stream goes down or that messaging goes down, then that could sacrifice the workings of the cellular network for that particular area in that end office area.

And if you look at Exhibit 1.4, also what has been included here was the end offices, the remote end offices. And this is simply -- this is also added in the same text as how I described the Wachula and Arcadia Sprint end offices. Whereas it pulls in from remote end offices and then it allows the same provisioning. And again, that's to ensure that we have connectivity to those end offices and providing for the caller to not be lost.

Q Okay. Just one second.

A Sure.

Q Are these connections between your end offices, say, Wauchula and our end office, are those

type one trunks, is that -- what kind of connections are those?

A I'm not sure because those get changed all the time. They change the name.

MR. ADAMS: Mr. Heaton can answer that for you.

BY MR. REHWINKEL: (Cont'g.)

Q Okay. Do your repeaters like this -- the only repeater on 1.4, is that -- is it purely a transceiver?

A No. It has to -- what it does is it takes the messaging from the remote end office or the end office, in this case, the remote end office, and it sends through the messaging from that end office to the local end users. In other words, yes, it's kind of like a repeater but it does a little more than that because of the overhead message stream that provides for the call setup and registration capabilities.

So -- so it provides for -- to the customer, it would provide for somewhat the same demarcation as an end office. Kind of like similar to what you all might do, again, with your end office, you have a loop start device that allows that to be terminated. You might have one in the neighborhood that provides for that capability as well.

Q Let me take you to question number six that we sent to you.

A Uh-huh. (Affirmative)

Q We ask there, can an interconnecting trunk between Sprint's network and Wireless One's network be connected directly to the Wireless One cell site?

A Well, as you can see in the diagram, any Wireless one end office is able to interconnect to Sprint trunks. We have about [redacted] or [redacted] Wireless One end offices that terminate Sprint's T1 trunks into our network.

Q Can Sprint -- can a caller from Sprint, a land line caller, terminate a call through those connections; like, for instance, a Sprint Wachula customer?

A Okay.

Q Can that customer terminate and complete a call through that interconnection there at your Wachula cell site?

A You mean, on its own with the remote?

Q Yes.

A I mean, with the end office?

Q Yes.

A No, because you always have to go back to the central processor at the tandem, okay, to identify

where the -- am I answering that right?

MR. ADAMS: I'm not sure you understand the question correctly. I understood the question to be, can a land-to-mobile call be delivered over that trunk. Is that -- did I understand that wrong?

MR. REHWINKEL: Actually, I think he understood it.

MR. ADAMS: Could you repeat the question then or have the court reporter read it back?

MR. REHWINKEL: Could you read that back?

(The question was read back as previously recorded by the Court Reporter.)

BY MR. REHWINKEL: (Cont'g.)

Q Do you want me to ask it again?

A Yes, please. Sorry. I thought it was --

Q Can a Sprint customer served out of the Wauchula end office make a call to a Wireless One customer being served out of the Wauchula cell site or end office and that call be completed solely through the interconnection with the Wireless One end office at Wachula?

A Okay. That's what I thought you said in the first place.

Q That's what I meant.

A I think you and I -- back to the requirement of central processor, you always have to do that because the mobility of the subscriber in Wauchula may have drifted to Wachula -- I mean, Arcadia or Sebring or somewhere else. You always have to have a locating central processor that provides where that person is.

Q And question seven that we submitted, does a Wireless One cell site perform end-to-end signalling with the public switched telephone network for call setup and tear down?

A Presently, we're trying to get Sprint to provide us SS-7 signaling, okay, from Sprint end offices to our end offices. Once they're able to do that, then we'll already be able to provide the connectivity at our end offices.

Q When do you expect to have SS-7?

A We have SS-7.

Q Functionality provided by Sprint so that you can do this at your end office locations?

A When do we expect Sprint to have this?

Q Let me step back. What is it you're trying to get Sprint to provide you?

A We're trying to get Sprint to provide us SS-signalling to our end office so we could get -- so we could pick up SS-7 signalling at our end. We already

have the means to do that but Sprint has no means to d
that at this time from what I was told.
Q Who told you that?
A Frank Heaton.
Q And --
A It's something that we've been trying to get because we need it for caller ID and call setup.
Q You don't know what it is other than he told you you were trying to get it?
A Well, apparently what we had to do, and I wa actively involved in trying to get it set up, was what we ended up having to do was we have a route that come from Winter Park and Altamonte Springs, because not only can't Sprint's end offices provide this, but even the Fort Myers tandem can't provide this. So we have to go all the way to the STP's in these areas to obtai this signalling.
Q Is that everywhere in your network today that you have to do that?
A We can't.
Q Is the same true for the portion of your network that you acquired from Palmer?
A The same situation occurs. We have the mean to provide connectivity but the routing -- the only routing that Sprint is providing us is leased routing

that we're paying for from Altamonte Springs and Winter Park to us.

Q Is that the same for the part of the network that you acquired from Palmer as it is for the network before the Palmer acquisition?

A Yeah. Well, currently, it requires the same connectivity all the way to Altamonte Springs and Winter Park. And, yes, that's how we are obtaining SS-7 signalling.

Q So the answer to question seven is, no, but only because Sprint cannot provide SS-7 signalling to your cell site locations? Do I understand that correctly?

A We would have the provision to terminate with Sprint's SS-7 if they made it available, correct.

Q What about question number eight, does the cell site independently determine the proper routing of a call for termination from Sprint's network?

A Again, due to the mobility of wireless communications, the routing of a call is determined by the central processor because of the unknown position of the wireless end user.

Q So what would your answer be if I asked you if a Wireless One cell site can connect a land-to-mobile call by itself, would it be the same?

A I'm sorry. A land --
Q Can a Wireless One cell site connect a land-to-mobile call to itself, the mobile portion being on your end?
A It would be the same answer. You can't -- you always have to have the ability to -- you have to locate the end user first. All calls require the information to be sent to the central processor.
Q Can a Wireless One cell site establish a mobile-to-mobile call by itself?
A Same situation. .
Q In other words, you'd have to go back to the --
A Yeah, because it's going to a mobile.
Q Okay. Can a Wireless One cell site connect a Wireless subscriber directly to a trunk by itself?
A I'm sorry. One more time. I'm sorry.
Q Can a Wireless One cell site connect a Wireless One subscriber directly to a trunk by itself?
A No.
Q For the same reason?
A Same reason.
Q Is there any point where on the Wireless One network continuum can Sprint interconnect and avoid paying a tandem switching charge under your approach

to -- or under the testimony that you would ask the Commission to accept?

MR. ADAMS: Move to strike that. Strike that one.

BY MR. REHWINKEL: (Cont'g.)

Q If the Commission accepted your testimony that your network is functionally equivalent to Sprint's traditional tandem end office hierarchy, could Sprint interconnect at any point other than your tandem to avoid paying tandem switching and transfer?

A We're doing that now, aren't we? I mean, all these end offices that go to you, we're avoiding -- we're sending that call to that local exchange. If I use my phone right now and I call Wauchula, it doesn't go to this Fort Myers office beneath us here. It ends up going into our tandem, and then it routes -- it routes that call all the way to your Wauchula end office. Our network will route it all the way to our Wauchula end office and over that leased T1, it will go to yours. We actually do all the transit for that call today.

Q When you said picked up your phone, you mean your land line phone?

A No, my cellular phone. If I take my cellular phone right now and I call -- and I call a Wauchula

exchange that Sprint owns, we would take it and we would today provide the connectivity to our end office and we'd move that all the way local to your end office and give you that call -- hand you that call off. So we're actually doing all the transport anyway. We do that automatically.

In addition, if all those trunks were busy, we'd also have the ability to do alternate routing that would connect to the next local end office or the tandem. In other words, whatever Sprint would allow us to do at that time. Currently, I believe if it overflows from the Wachula end office, it would go into the Fort Myers tandem office of Sprint's, only because they don't have an alternate provisioning for that, but we can send it anywhere, and we do. That's why we're saying what we're saying because we are providing the transport for that.

Q But can Sprint -- can a call that originates from Sprint -- where can Sprint interconnect and complete a call in your network without -- and avoid paying a tandem switching or transport charge?

A I don't know. That would be a Frank question I would think. I don't know the charges. Okay. So I can't answer that. I can only tell you the connectivity.

Q The scenario you explained with your call, with your making a call on -- using your originating it from your cell phone, does -- strike that question.

Does a cell site independently determine the proper routing of a call for termination from Sprint's network, that's question eight. Have I already asked you that?

A Yes, you did.

Q And the answer is no?

A Correct. We would have to go because of the unknown.

Q Does the cell site perform any digit recognition or translation functions related to calls terminating from Sprint's network?

A Again, back to the call, placement of the call. It gets redirected to the tandem and it's back left up to the central processor and it is read at the tandem location. So the digit recognition is at the tandem location.

Q Where in the tandem location are the VLR, is it -- HLR, where is that data base maintained?

MR. ADAMS: What do you mean by HLR?

BY MR. REHWINKEL: (Cont'g.)

Q Is it home -- what is -- did you have an HLR? Is that home location registration?

A Correct.

Q That's what I mean by HLR. VLR would be visitor location --

A Uh-huh. (Affirmative)

Q (Cont'g.) -- registration?

Where is that data base maintained at the tandem location?

A I believe it's with the central processor.

Q Is it part -- is it located or stored in the 250, the DMS-250?

A Yes, correct.

Q And it has to be that way because that's the only mechanism that can really identify on where that call is moving from one point to another. Let me give an example. If I had a DMS-250, let's say, in Wachula, and I had one in Arcadia and I had one in Port Charlotte and all these others places, you can see how close our sites are together, mostly when you get into the cities here.

What would happen is the HLR, which means that it -- let's talk about Port Charlotte just because that's the complexity. That's exactly where we are at with cellular. If a customer purchases a phone, let's say -- let's make it equivalent as much as we can in the wire line market. He purchased a phone at our

local sales office in Port Charlotte. We give him a local phone number. And then let's pretend for a second that that resides in that end office, like the home registration identifies that customer there.

Then the cell sites around it, if that person is in a building and he was walking through the building, a better signal might come from the Murdock end office. It might come from the Punta Gorda end office or a midway end office. What would happen is, all the sudden, that call would register in another position or another place and it's still stuck in HLR in Port Charlotte.

And what will happen is, that the call will never be able to get to that customer until he turns around and scans one more time. Okay. If he -- if he scans, he might register in the new site only for a moment and then he's passed through that the -- where the refrigerator was or if he was driving, he passed through there. Again, he'd have to wait for another scan. You'd never catch up to the customer and you'll have registration problems.

It's for this reason that you're required to have a central processor in a Wireless One -- wireless environment. It's impossible to really be able to be that automated. It won't happen. The reason why it

can't happen is because when these phones update, it's called digital messaging. If everybody was updating every second, like in a perfect world, you would have more messaging than your data systems will provide to each other and you could have a real mess.

So it's impossible for us -- for any wireless system to provide that type of scenario. And I can pretty much assure you that no cellular, wireless or PCS or what have you can do that type of service because of that reason.

So every call scenario that you talk about, it always has to go back to that central processor because the first and foremost concern is locating that transit subscriber, the end user that is mobile all the time. You can understand that if I fly to Ohio, then it even has to go further and it knows I'm there when I get off the plane. It registers and it's right there.

So -- and because of this unbelievable connectivity to the rest of the world, the messaging would be outrageous if every end office required their own HLR and VLR.

Q Okay. Question eleven, did the cell site provide terminating call control features related to calls terminating from Sprint's network?

A Actually, that's what it is. It provides the

call termination for the end user. The line interface module is located there and that is what the end office provides.

Q Can a Wireless One cell site capture and produce a recording of a call sufficient for billing purposes?

A Recorded call, no, because, again, all calls go back to the central processor which at that time, it identifies what kind of termination is given to that call.

Q Okay.

THE WITNESS: Can we take a second break?

MR. REHWINKEL: Sure.

(At about 11:21 a.m. - a short recess was taken.)

(At about 11:30 a.m. - reconvened proceedings.)

BY MR. REHWINKEL: (Cont'g.)

Q I want to ask you about some definitions. Do you have a definition of tandem switching? Can you give me a definition of tandem switching as you use it in your testimony?

A Yeah. The way I see tandem switching is a provisioning for routing circuits, which does not include connectivity to the end user. Just like you

have an end -- Sprint has an end office to provide for the local user in downtown Fort Myers, they also have a tandem to provide for the long distance carriers. We have the same provisioning. We have end offices that provide to the end user. However, the tandem provides routing to the long distance companies and to Sprint and to other cellular carriers.

Q When you say that Sprint has a tandem switch that's a DMS-100, what is your basis for saying that?

A Because we -- I've been working with Sprint United Telephone for about give or take 14 years, and in that time, I've dealt directly with your -- with Sprint's technical staff on correcting problems, correct the translation situations, correcting all the different things.

In all this time, and we've gone through just about every kind of circuit and termination capability that is out there with data and voice capable speech, in all that time, we've been able to exchange notes, exchange translation capabilities, pretty much exchange troubleshooting. If we have a problem at the central office -- I remember one time we had a problem out in the Immokalee step office that was -- I don't know even know if it's automated yet. It wasn't at that time. And we had radio circuits going between there and we

would call them up, say, "Hey, you've got a problem over here." We'd tell them exactly where it was. So this is our relationship to United Telephone and Sprint for all these years.

So when you say, what's the basis of knowing if you have a DMS-100, it's because we've discussed it. It's common knowledge. It's the way that we've troubleshot for the years that I was involved in operations. And so that's how we know what kind of switching you have and the ability. Also I've -- I've also been somewhat involved, briefly skimmed with the Northern Telecom training out in Richardson and they provide for DMS-250 as well as DMS-100 in some of their classes.

Q Richardson?

A Richardson, Texas.

Q So you didn't call anybody in preparation of this testimony and ask if the Sprint's DMS-100 switches at Fort Myers -- I guess one switch -- switch at Fort Myers was a tandem switch, just based on your experience?

A No. To tell you the truth, I've been too busy trying to get Lee County shaped up. I just looked over these questions last night. I haven't had this type of preparation.

MR. ADAMS: He's talking about in your testimony.

BY MR. REHWINKEL: (Cont'g.)

Q I'm sorry. I'm referring to page four, lines ten and eleven.

A Okay.

Q I guess ten, eleven and twelve.

A I'm sorry. Page four?

Q Yeah.

A No. I am aware that Sprint uses DMS-100's in many of their places. I'm also aware that they use the AT&T -- and I don't know the model number, but ESS, 5-ESS switch or something like that. Also I do have information -- just for an understanding, I do have information because we have been doing business with each other for all these years. I do have the ability of knowing which switches are which technology. In other words, I have paperwork from Sprint which identifies the -- what kind of equipment are at these end offices and things. And I've just had a lot of this type of information all this time.

MR. ADAMS: If we can just take a break for just a second.

(At about 11:36 a.m. - a short recess was taken and Mr. Poag exited the proceedings.)

(At about 11:38 - reconvened proceedings.)

MR. ADAMS: Can you read back the last question and answer?

(The question and answer were read back as previously recorded by the Court Reporter.)

BY MR. REHWINKEL: (Cont'g.)

Q Have you referred to any documentation in this docket that you have been provided by Sprint indicating that this DMS-100 is a tandem switch?

A When this was produced?

Q This meaning FJH 1.4?

A When the exhibits were produced, Exhibits 1.3 to 1.4, at that same time, I did have documentation to also look at that identified the specific -- the specific end offices and tandem office that Sprint has.

Q What kind of documentation was that?

A I don't know. I mean, it listed all the -- it was a documentation that provided just what I said, all -- pretty much all the end offices in Fort Myers LATA and the tandem office and what type of equipment.

Q Was that information provided by Sprint?

A I didn't get it directly from Sprint.

Q Who did you get it from?

A I don't know if I had it in my files or if I

got it from Frank Heaton.

Q Would you be willing to provide a copy of that to Sprint, that documentation that you just referred to?

MR. ADAMS: Sure. I mean, he can do that.

MR. REHWINKEL: Let me just identify what we call a late filed deposition exhibit. This would be Number 2. Can we just call it Sprint end office, slash, tandem list?

THE WITNESS: Fine with me.

MR. REHWINKEL: Is that generally what it was, a list of end offices?

THE WITNESS: I believe it was a list of the end offices in the Fort Myers LATA, specifically.

MR. REHWINKEL: Let's call it a list of end offices -- Sprint end offices in the Fort Myers LATA. And just at the beginning of the deposition, on wherever you identify exhibits, just identify it late filed Exhibit Number 2 with that title.

BY MR. REHWINKEL: (Cont'g.)

Q You have two DMS-250's, you meaning Wireless One?

A Correct.

Q Is that -- is one of those from Palmer?

A Yeah. We acquired one from Palmer when we acquired Lee County.

Q Do you intend to keep that DMS-250?

A Actually, what we've already done in the short two weeks we've had Lee County is to centrally locate the customer data base, again, for all the same reasons I had discussed earlier for wireless network. We have issues concerning the borders of Lee County. The same problem that I discussed with you in Port Charlotte, we had some of the same symptoms in the southern, east, and north borders of Lee County that hinge with our systems. And because of the these problems with the Wireless One network, and again, back to the requirement of having a central processcr, we were -- we are forcing ourselves to locate all subscriber data into a single switch to get away from those side effects that I discussed.

And I think the answer is, yes, we have already taken steps and we are continuing to move all ability from that switch into the South Fort Myers switch.

Q So you're basically phasing out what you call the North Fort Myers tandem?

A In the capacity that it works for us now, yes. If we introduce our PCS network, we might utilize

it for that capability because it's a totally different wireless network system. We're not sure yet.

Q It's, meaning PCS?

A PCS. I'm sorry.

Q Turning to page eight of your testimony, if you will please, and I'm looking at lines one through twelve.

(At about 11:46 a.m. - Mr. Poag entered the proceedings)

BY MR. REHWINKEL: (Cont'g.)

Q Are you familiar with this section of your testimony?

A Can I read it?

MR. ADAMS: Give him a minute to refresh himself.

MR. REHWINKEL: Sure.

THE WITNESS: Okay. I believe I'm with you.

BY MR. REHWINKEL: (Cont'g.)

Q Okay. Now, does this just describe the progress of a call that comes from Sprint into Wireless One's network; is that what you're referring to here? Is all the -- the routing of the call occurring on Wireless One's network in this example?

A In a high-level way, I'd say yes.

Q Okay. Is this -- has this ever occurred in

the context of what you just told me about, what you've done in the last two weeks?

A Has this ever occurred?

Q Yes. Were you talking about this? Let me step back and ask the question this way:

Are we assuming that the existence of two wireless tandem switches in this example that you discuss on page eight, lines one through twelve?

A Yeah, because at that time during this -- and even today with some requirements because of the RF requiring reconnection, yes.

Q So this occurred, albeit briefly, this has occurred? Could this have happened anytime before October 6th?

A Yes, uh-huh.

Q Where would the multiple wireless tandem switches have been located?

A One is in South Fort Myers and one is in North Fort Myers.

Q Before October 6th, were there still two?

A Yes.

Q So the two tandem switches that are shown as being Wireless One's, were both -- is Palmer one of these switches?

A Yes. Well, Palmer Lee County provides for

the North Fort Myers tandem.

Q Maybe I'm confused. Before October 6th, did you have a North Fort Myers tandem switch in the Wireless One network?

A We -- I don't know when we took ownership.

Q I'm using October 6th because I think that's the date that Mr. Heaton refers to you taking over Wireless One.

A Okay.

Q If we assume that that's the day --

A I see.

Q Before October 6th, did you have two wireles tandem switches in the Wireless One network?

A No, we did not have ownership of the North Fort Myers tandem.

Q But you were operating it prior to?

A We had connectivity to it, but, no, we weren't operating nor did we have ownership of it.

Q Okay.

A We -- I mean, the deal was struck in May or June that we were acquiring it, so the idea that we were gaining possession of it, of course, obviously was -- that idea has existed since May or June from this year. And, of course, all of our connectivity an we were even -- we were sending -- putting together th

trunking ability to interface more directly with the North Fort Myers switch. We were sending equipment up there to be able to do that at that time. But did we have full ownership of the company? No, sir.

Q Okay. So did you have connectivity before May or June with this switch?

A Yeah. We have since the beginning of our Cellular One of Southwest Florida network.

Q But again, that was not part of your network prior to October 6th, that meaning the North Fort Myers?

A Legally, no, correct. Legally, no. It was not part of our network legally.

Q I guess as opposed to legally, you mean what they say de facto as -- do you know what that means?

A No.

Q As a matter of fact rather than as a matter of legal ownership. Was it operationally integrated, is that what you're telling me, before October 6th?

A No. I would say that we were taking steps to take over the management and control of the Lee County system. I mean, at that time, we have already -- we have already taken -- we've already taken steps to get control of the Lee County system or to start acquiring connectivity to the Lee County system in a more

integrated way. We have already provided our billing systems into their offices and so forth, so transition already started.

Q When you say at that time, you mean in May o: June time frame?

A No, I'm talking your -- you said before October 6th.

Q Okay.

A Before October 6th, we had already started transition months in advance to get to, you know, an ownership level so that when we took over, we'd do wha we did for the last two weeks; and that is, keep busy with all the other issues. We had a lot of preexistin setup and steps at that point to take total control an legally to own and direct the cellular system in Lee County.

Q But that would have been in no event earlier than May or June of this year where you started to take these steps?

A Correct. Correct.

Q Okay. When was the first time you ever referred to a cell site as an end office?

A When I was asked to make comparisons with wire line system.

Q And how about have you ever heard of the ter

MTSO?

A Uh-huh. (Affirmative)

Q Is that a term you're familiar with?

A Yes. It's -- a lot of people call it a MTSO.

Q And is that -- what's the difference between a MTSO and your tandem switch?

A They are one in the same.

Q And have you ever -- when was the first time you referred to a MTSO as a tandem switch?

A Good question. I really -- I'm not sure.

Q Was it -- would you know, could it have been more than a year ago or is it within the last twelve months?

A I know I've used the phrase more often lately than I may have in the past but I can't tell you for sure if I've never used that expression in the past.

Q Fair enough. The chart that you -- Mr. Heaton has -- well, Exhibits 1.1 through 1.4, Mr. Heaton's exhibits, is this something that created was specially for this docket, do you know?

A We had information that resembled this in our strategy to provide an interconnecting network and I believe this is probably a product of that.

Q Okay. So would -- do you have schematic

drawings like this, if I can call this a schematic drawing; would that be fair?

A Okay.

Q And I'm referring right now to 1.4.

A I see.

Q If you had something that looked like this before this docket came about, it would have used the term cell site and MTSO instead of tandem switch and end office?

A That's why I wasn't clear if I use the word tandem. Again, my -- John Meyer's definition of tande is trunking in and out of a switching network. Okay. And that truly is my definition. So what I might have called that, I don't believe I called it MTSO, because I don't -- I don't care for the expression. That's wh I can't give you an answer. I don't recall offhand what we have called that in the past.

Q But apart from the issue of what you would have phrased the -- what's now the tandem switch on here, these other blue and yellow locations would have been referred to as cell sites?

A I don't believe I've ever seen the name cell site or end office. It's usually the site name, and then the frequencies and the control systems. I mean, I see a more integrated -- the predecessors to these

I've seen is a lot more in detail with frequency setups and alignments to those and those sectors are all pointed out usually so they identify those specific coverage areas.

We don't -- I don't normally -- I have not recalled ever seeing, whether it be -- I've never seen end office because I've already told you that's the first time. But the cell sites, I don't recall ever using that terminology on or seeing that terminology or a diagram like this.

Q Okay. Just to make sure I understand your testimony on page five, lines thirteen through seventeen --

A I'm sorry. Page five?

Q Yes. You reference line concentrating modules and line interface modules. The line concentrating modules being in Sprint's network and the line interface modules being in your network; is that correct?

A Correct.

Q Is it your testimony that those are functionally equivalent --

A Yes.

Q (Cont'g.) -- in the respective networks?

A With my background and training, that is how

Northern has -- had defined that.

Q You say Northern?

A Northern Telecom who makes the switch.

Q Okay. Did you -- okay. Did you bring back some training materials from that Northern Telecom?

A I have the ability to access information about the DMS-250's and DMS-100's. Have I brought material that accesses both capabilities? No. It's really proprietary disk and it has a full library of information.

Q Have you ever heard of a DMS-MTX?

A I have heard of it, yes. I don't know when. It was kind of like in the early -- I heard it earlier on getting into systems and, you know, communications.

Q Do you know what it is? Do you know what MTX stands for?

A No, but it's used a heck of a lot.

Q Okay. Have you ever heard of something called a base station controller?

A Yes. From the times I've heard about that, it's used in a PCS network.

Q Do you know, is there anything functionally equivalent to a base station controller in your network?

A There is a piece of equipment called an

intelligent cellular processor, an ICP.

Q Is that in your network?

A Yes.

Q Where is that located?

A That is located at the tandem, at the DMS-250?

Q Is that part of the DMS-250 or is it adjunct to it.

A Is it a provider for the T1's, the equivalent to the DM -- the DMS-250 and the DMS-100 has 6-X-50 interface cards. Well, this -- which connects to all the other long distance carriers and so forth. Well, this same 6-X-50 card provides for the end offices in the same way it provides for other switches, land line and wireless switches.

Q Now, the ICP, who makes that?

A That is Northern Telecom.

Q Okay.

A And it's very equivalent to a DTC because it uses the same 6-X-50 card that the DMS-100 and DMS-250 uses.

Q What about have you heard of a BTS or base station transceiver system?

A Yes.

Q Is there a functional equivalent of that in

your network?

A That's what I refer to as a transceiver.

Q Is there only one ICP in your network?

A No. There's multiple ICP's just like there' multiple DTC's. You need so many ICP's as you grow your cell sites just like -- just like you would use multiple DTC's to connect to multiple switches or land line carriers. In other words, the amount of ICP connectivity is directly related to the amount of end offices that you have. The amount of -- in the same way as the amount of DTC's that you have -- provide fo depends on how many Sprint end offices or MCI or AT&T long distance, what have you. So it's directly relate to how many connections you are requiring.

Q Did you describe a DTC to me when you went through your --

A Yes.

Q (Cont'g.) -- scenario there?

A Correct.

Q Is a DTC made up of several pieces of equipment or is it one discrete piece of equipment?

A DTC is a module with many -- with a bank of cards that work with it.

Q Can you tell me where in the DMS-250 the actual switching function occurs?

A What do you mean by switching function? I'm sorry.

Q Well, you've defined tandem switching in your testimony. Okay. And I'm asking about -- well, no, you mentioned tandem switching in your testimony. And I'm wanting to know where the switching at the tandem occurs.

A Well, for call termination and origination and delivery, the 6-X-50 provides for that via the DTC. That's how you connect to the switch.

Q That's how you connect to the switch?

A To -- yeah, at the tandem.

Q Is there anything in describing your testimony that you've not disclosed because of any proprietary agreement the company has with a manufacturer or vendor?

A I'm sorry?

Q I'll try that again.

A A little too many legal words there or something.

Q Is there any aspect of describing your network or answering any of my questions that you have omitted because of a proprietary or any agreement with a vendor or a manufacturer?

A No.

Q Okay. Do you make a distinction in defining switching between actual routing of a call and decisions that may be made by the particular equipment such as, a data base dip?

A Do I make distinctions between what? I'm sorry.

Q Actual routing of a call and actual routing functionality versus a data base dip that the equipment might perform.

A Well, there's two sides of it. And in some cases, the questions are looking for, you know, do you have the ability to reroute or switch in any particular instance. In some cases, we're talking about the informational data base and/or processor that provides for this function to occur.

So I kind of use it for two different parts of it, depending on what question you're asking me about. And I'm trying to, you know, provide that part of that function. I see it as two different pieces to provide for that function, to provide for the switch ability.

Q Well, for purposes of the Public Service Commission to determine whether tandem switching occurs, which is it that you consider to be switching, is it routing or is it --

A It's really both. It's really both because you can't have one without the other. You always have to have the central processor to identify how it's to be routed and then you have to have the means to be able to route it and to allow connectivity to the end user.

Q Okay. Just let me make sure that I understand your position on tandem switching. Is it your position that switching that might occur, say, at South Fort Myers and then again at North Fort Myers is tandem switching or are you not making that assertion?

MR. ADAMS: For the same call are you saying?

MR. REHWINKEL: Yes, for one.

MR. ADAMS: Call that would be routed through both tandem?

MR. REHWINKEL: Through both, yes.

THE WITNESS: Are you saying if I have a call go through -- if I'm in Fort Myers, for instance, and I call -- I have a call coming in from Naples?

MR. REHWINKEL: Yes.

THE WITNESS: It goes into the South Fort Myers switch or it's routed through that tandem. And then it moves forward to the tandem in North

Fort Myers because that's where my HL -- that's where my HLR redirects it out of that tandem. An then it -- it's identified in the VLR of the Nort Fort Myers tandem and then sends it out.

It requires the rerouting from one particula outside -- outside tandem or switch to another outside tandem switch. So it would provide the ins and outs or the redirecting of a call and that's -- I'm not sure what you're looking at, bu that does provide that function.

BY MR. REHWINKEL: (Cont'g.)

Q In light of your consolidation of -- what is it, the subscriber list or the customer data base, is that, I guess, down at the South Fort Myers tandem? Would there be any of that functionality residence in the North Fort Myers?

A Yes. It has to have the same thing for it's end offices to provide to the end user. It has the identical scenario for its end offices are directly connected to that network.

Q So by consolidating, you didn't mean you're moving that customer data base to only one switch?

A I'm sorry. You're back to the question abou when we bring -- okay. I'm sorry. I'm with you.

Q That's okay.

A When we consolidate the two into one?
Q Yes.
A Okay. What was your question?
Q Will you still be -- will there still be a process at the North Fort Myers tandem where you, I guess, look up a VLR or HLR at that site?
A No. It will be what we call decommissioned. It will be turned off there.
Q So it wouldn't even function as an end office?
A It will be a has-been. It will become simply an end office at that point.
Q Just to make sure, will the -- the piece of equipment that is now the North Fort Myers tandem, will it function at all or parts of it still function; is that what you're saying?
A I'm sorry. One more time.
Q Will it be functioning as an end office; is that what you said at the end?
A Yes.
Q So it would just -- if we redrew this map, whenever that event occurs, it would just be redrawn as a blue --
A That's correct, because the processor would no longer be existing in that office.

Q Okay.

A The central processor for X amount of end offices that it provides for today as we speak, okay, it will no longer require those -- that call directing or information for subscriber look up, HLR or VLR.

MR. REHWINKEL: That's all I have.

MR. ADAMS: Charles, I have something I want to say on the record. And some of the questions you asked are related to PCS and those are fine a: questions. But some of the information about our network here is proprietary and Sprint has some o: its own PCS operations and we would not want that shared with folks that are involved with that side of the business.

MR. REHWINKEL: I understand that. We would honor that.

MR. ADAMS: Okay. Nothing further. We would like to read the deposition.

MR. REHWINKEL: I don't know if staff has any questions.

MR. ADAMS: Beth, are you still there?

MS. CULPEPPER: Yes, still here.

MR. ADAMS: Do you have any questions for John.

MS. CULPEPPER: No, I don't think we do.

(At about 12:15 p.m. - deposition concluded.)

STATE OF FLORIDA

COUNTY OF LEE

I have read my deposition, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the correction sheet hereof.

_____
John C. Meyer

_____
Date

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

_____
Notary Public, State of Florida
My Commission No.: _____
Expires: _____

CERTIFICATE OF OATH

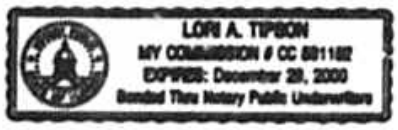
STATE OF FLORIDA

COUNTY OF LEE

I, the undersigned authority, certify that JOHN C. MEYER personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 23rd day of October, 1997.

Lori A. Tipson
Notary Public - State of Florida
My Commission No.: CC-581152
Expires: December 29, 2000



REPORTER'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF LEE

I, Lori A. Tipson, Court Reporter and Notary Public in and for the State of Florida at Large, certify that I was authorized to and did stenographically report the deposition of JOHN C. MEYER; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

DATED this 23rd of October, 1997.

Lori A. Tipson
DiCharia & Associates Court Reporting, Inc.

LAWYER'S NOTES

PAGE	LINE	

WIRELESS ONE
EXHIBIT FJH 1.9

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 Filed: October 15, 1997

Confidential Pursuant to
Section 364.183, Florida Statute,
FPSC Rule 25.22.006, F.A.C.
and
Notice of Intent to
Request Confidential Classification
Dated October 7, 1997

DEPOSITION OF:	F. B. POAG
DATE:	Monday, October 20, 1997
TIME:	1:53 p.m.
LOCATION:	Sprint-Florida, Inc. 1520 Lee Street Fort Myers, Florida
PURSUANT TO:	Notice by Counsel For Sprint-Florida, Inc.
REPORTED BY:	Lori A. Tipson Court Reporter and Notary Public, State of Florida At Large

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 5
COMPANY/ WITNESS: POAG
DATE: 11/24/97

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ALSO PRESENT: Frank Heaton, Wireless One
John C. Meyer, Wireless One
Edward B. Fox, Sprint
Robin Norton, Via Telephone, FPSC Staff

I N D E X

E X H I B I T I N D E X

*****

Fort Myers, Florida

Monday, October 20, 1997

(Counsel, Deponent and others listed present)

F. B. POAG,

a witness herein, called at about 1:53 p.m. by Counsel for Wireless One, sworn by reporter, testified:

DIRECT EXAMINATION

BY MR. ADAMS:

Q Please state your name and business address for the record.

A Ben Poag. Business address is 1313 Blair Stone Road, Tallahassee, Florida, 32301.

Q And what is your current employment and position?

A I'm director of regulatory -- excuse me -- director of tariffs and regulatory management.

Q For what company?

A Sprint.

Q Are you the same Ben Poag that filed testimony in Docket Number 971194-TP before the Florida Public Service Commission on October 7, 1997?

A Yes.

Q Do you have any additions or corrections to your testimony at this time?

A No.

Q Okay. Did you receive a copy of a notice of deposition duces tecum that was provided to your attorney?

A No, but I heard about it.

MR. ADAMS: I'd like to mark that as Deposition Exhibit 1.

BY MR. ADAMS: (Cont'g.)

Q And that notice of deposition asks for a production of certain documents here today. And the first is a complete set of Sprint Florida current tariffs on file with the Florida Public Service Commission, including its mobile services access and intra-LATA toll tariffs. Do you see that? Why don't you look at Exhibit 1.

Have you furnished those today?

MR. ADAMS: Charles and I have talked and I'm just making a record of where we are.

THE WITNESS: Let me go off the record and talk to my attorney for a minute.

MR. REHWINKEL: Okay.

(At about 1:55 p.m. - a discussion was held off the record. Back on the record at 1:55 p.m.)

MR. REHWINKEL: We just -- we are fully willing to cooperate in production of documents as

you request on the time -- short time frame that we've had and consistent with your agreement to provide documentation to us and we've endeavored to provide documentation in compliance with this information request that's attached to the notice of deposition duces tecum.

In addition, we have some objections about the relevance of tariff but those objections will be -- will not be a basis for him not to answer questions today. And we will endeavor to provide information expeditiously in the context of this expedited proceeding.

MR. ADAMS: Well, what I have seen today are an excerpt from the access tariff that you faxed to me last Friday.

MR. REHWINKEL: Right.

MR. ADAMS: And we have that and it's my understanding that the entire tariff isn't here. The access tariff, that is. But the entire general exchange tariff is here; is that correct?

MR. REHWINKEL: Right. That's right.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q In point two and three of the notice duces tecum, I asked for all documents that relate to the

various costs that are recovered in or used to develop Sprint's current intra-LATA toll tariff rates.

Did you bring anything in response to that?

A No.

Q Do you have any documents or do any documents exist with regard to those?

A No.

MR. REHWINKEL: Let me mention, we have --

THE WITNESS: That's intra-LATA.

MR. REHWINKEL: I'm sorry. I was thinking of number three.

BY MR. ADAMS: (Cont'g.)

Q There are -- you have no cost information to support your current tariff prices for intra-LATA toll?

A That's correct.

(At about 1:58 - Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q With respect to point three on the reverse option rate that has been the subject of some discussion already today, do you have any cost information responsive to that?

A No.

MR. REHWINKEL: Well, just let me make it clear, Bill. The -- we have brought with us the

last revision made to the land-to-mobile option, or A-25-G-7, that shows the development of that rate.

MR. ADAMS: May I see that?

MR. REHWINKEL: We'll be glad to provide that to you.

THE WITNESS: Just for the record, it does not include any costs in it. It's strictly a revenue and rate change.

MR. REHWINKEL: This is a document dated November 2nd, 1994 from Mr. Poag to Walter D'Haeseleer, that's D, apostrophe, capital H-A-E-S-E-L-E-E-R, at the Florida Public Service Commission.

MR. ADAMS: Would it be possible to get a copy of that so we can attach it to the deposition?

MR. REHWINKEL: You can have it.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q Mr. Poag, then there are no -- there is no cost information that Sprint has in its possession anywhere with respect to the reverse option rate; is that correct, is that your testimony?

A That's correct.

Q You can hand that back to the court reporter.

Mr. Poag, you've been here this morning until now and you've sat through for the most part of the depositions of John Meyer and Frank Heaton from Wireless One; is that correct?

A For the most part. I was in and out a few times making arrangements for lunch and other reasons.

Q Okay. Turning to your pre-filed testimony, I see from -- on page one and -- page one, that you began working with United Telephone in 1985?

A That's correct.

Q Have you been responsible for tariffs and regulatory matters since that time?

A Not -- not totally for tariffs. There was somebody else in charge of tariffs for awhile when I first started in '85, but subsequently, I did take over tariffs.

Q Do you remember when you took over the tariff operations?

A No. No.

Q Within the last year?

A Oh, no. It was many years ago.

Q Sometime before 1990?

A I'm going to guess and say '88.

Q Were you involved in the creation of the reverse option tariff?

A Yes.

Q So you had the responsibility at that point in time?

A I believe so. I'm quite familiar with it.

Q Are you also involved in cost information that might support different tariff filings?

A Yes. Certain service offerings, yes, sir.

Q Would you participate in the development of costs to support different tariff offerings?

A Yes.

Q And you would also be the main interface person with the Florida Commission with regard to getting that cost information to regulatory officials?

A It would depend. We have a kind of a split responsibility on that. Our corporate folks are doing -- our Kansas City folks are doing more and more of the costing because they're moving to more of a centralized operation. Historically though, most of it did come out of our Florida group. The models, themselves, were developed and/or purchased through corporate.

Q Okay. Do you have just state responsibilities or also federal?

A Just primarily state. I have some federal involvement but not as much as I used to years ago.

Q And you say "used to years ago," what involvement did you have back then?

A Well, years ago, we used to develop the access rates in the states. We worked in conjunction with corporate. We had our own separations and a part 69 allocation group and we don't have that any longer.

Q When did that change?

A About a year and-a-half ago.

Q So fairly recently?

A Yes.

Q Have your access rates -- intrastate access changed since that occurred?

A Yes.

Q How many times?

A I'd -- twice, I think.

Q Referring back to your testimony now, you said before you began work with United Telephone you worked at Southern Bell. And you mentioned a number of different positions, including marketing, engineering, training, rates and tariffs, public relations and regulatory. Do you see that?

A Yes.

Q Can you describe with respect to the

engineering what kind of engineering responsibilities you had?

A I was an outside plant engineer.

Q And what kind of things did you do as an outside plant engineer?

A Designed carrier systems and outside plant facilities.

Q Give me an example of some outside plant facilities.

A It would be basically a copper distribution system. You had cross boxes, subscriber line carriers. You'd have pedestals.

Q So these would be items that are considered in the local loop from the end office to the customer?

A Some of it's in the local loop carrier system. I put in one of the first T1 carrier systems back in 1963 between Merritt Island and Cocoa.

Q And a carrier system --

A I said carrier system. Excuse me. No, it was later than that. T1 -- it was when they, Bell South, first started using T1. It was probably more like '67.

Q You were working in that area in 1967. How long did you stay in the engineering function?

A Approximately a year and-a-half.

Q And then you moved at that point to -- what would your next area of responsibility be?

A I went into data communications.

Q And what kind of responsibility did you have for data communications?

A Well, it was primarily dealing with customers, establishing data networks.

Q More of -- would it be the marketing that you described here?

A Yes. It was primarily marketing but there was a lot of technical training, obviously, associated with that.

Q So the engineering function, though, that you described was isolated to a period from 1967, '68, thereabouts?

A Yes.

Q Did you ever go back into engineering at any later time in your career?

A Other than the fact that in the responsibilities for doing the costing, we had to get into a lot of detail about what all of the elements are and how they work and how they fit together to form a network, and like our SONET networks, those kinds of things. I was involved in that and I had had pretty extensive electronic background from being in the

military so that was -- so even before I went into the engineering, I had had about two and-a-half years in electronics in the military.

Q And what years was that?

A Oh, boy. '60, '61, '62.

Q But after 1968, is it safe to say that you had no more direct engineering responsibilities, correct?

(At about 2:06 p.m. - Mr. Fox entered the proceedings.)

THE WITNESS: Correct.

BY MR. ADAMS: (Cont'g.)

Q And at the time -- so it's also true that you don't have any direct engineering experience with cellular networks, which weren't created until much later than that?

A Correct.

Q Have you had an opportunity to read John Meyer's testimony that has been filed in this case?

A Yes.

Q Do you have any points of disagreement with his testimony?

A Yes.

Q And do you have a copy of -- can your counsel furnish you a copy of that? Can you go through and

point out pages and lines of disagreement?

A Yeah. I'll get my copy.

MR. REHWINKEL: I just want to make a general objection at this point. We have not identified or established that Mr. Poag will be rebutting -- providing any rebuttal to Mr. Meyer in this docket.

THE WITNESS: Beginning on page three, line five, he states that each network contains essentially three components: Tandem switches, transmission facilities and end offices. I disagree with the fact that you provide a tandem switch. I disagree with the fact that you provide -- allege that end offices are cell sites or end offices.

I agree that you provide transmission facilities, but I disagree that you provide transmission facilities under the definition of transport as provided in the FCC's order.

BY MR. ADAMS: (Cont'g.)

Q Okay. What part -- why do you think that Wireless One does not provide any tandem switching?

A Because to have tandem switching, you have to have more than one switch and they don't have more than one switch. Let me qualify that.

I have overlooked the fact that you all have recently acquired Palmer. To the extent that you have traffic that goes from one MTSO to the other MTSO, then I would agree, yes, that would be tandem switching. To the extent though that you're talking about going from the MTSO to a cell site, that's not tandem switching.

Q And MTSO, you're saying M-T-S-O?

A Yeah, mobile telephone switching office.

Q You would agree that the MTSO or what we refer to as a tandem provides switching functionality?

A It provides basically end office switching functionality.

Q So the real dispute it sounds like -- and correct me if I'm mischaracterizing this -- is whether the cell sites provide the end office equivalent functionality?

A Not really. I mean, the -- I think it's both. Number one, they don't provide the same functionality as end office and the MTSO doesn't perform tandem switching unless it's to the other MTSO. If I say that going forward, that's what I mean.

Q You're saying -- well, why don't we proceed on with your identification of areas of disagreement?

MR. REHWINKEL: Just so I can be sure of the

question, do you want him to go through and identify each and every disagreement he has?

MR. ADAMS: Just, you know, general areas. It's okay to -- it doesn't have to be every word but it's pretty short. It shouldn't take too long.

(At about 2:12 p.m. - Mr. Heaton exited the proceedings.)

THE WITNESS: It has a description of Sprint's network that is severely oversimplified.

BY MR. ADAMS: (Cont'g.)

Q Which page are you on?

A Bottom of page three and the top of page four.

Q With what respect is it oversimplified, just generally?

A Well, he addresses the single wire line to the end user's fixed location, and we have SONET rings that go from end office to customer premises locations. We have host switches. We have remote switches. We have subscriber line carrier systems. We have cross boxes. We've got a tremendous amount of traditional network out there. In many cases, the facility that we're providing from the end office out to a subdivision is very similar to the network that

you're providing out to the cell site.

Q I mean, can you be more specific about those different pieces that you just identified?

MR. ADAMS: Can you read back his answer?

THE WITNESS: Well, it's in my direct testimony.

(The answer was read back as previously recorded by the Court Reporter.)

BY MR. ADAMS: (Cont'g.)

Q So the items that you just identified: SONET ring, subscriber line carrier, host switches, remote switches, cross boxes are five pieces of the network that you think Mr. Meyer did not describe?

A Correct.

Q Do you consider yourself an expert in network engineering?

A No.

Q Of either wireless or wire line?

A Correct. I do not.

Q Let's continue.

A On line eleven --

Q Page four?

A Yeah, page four. Our tandem is a DMS-200, not a 100.

Q Is that different in some way functionality-

you're providing out to the cell site.

Q I mean, can you be more specific about those different pieces that you just identified?

MR. ADAMS: Can you read back his answer?

THE WITNESS: Well, it's in my direct testimony.

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A Correct.

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Q Of either wireless or wire line?

A Correct. I do not.

Q Let's continue.

A On line eleven --

Q Page four?

A Yeah, page four. Our tandem is a DMS-200, not a 100.

Q Is that different in some way functionality-

wise?

A Yes.

Q Which tandem is a DMS-200?

A Well, we technically only have one tandem and that's the Fort Myers office which we generally refer to as an access and toll tandem. Historically that's the way we refer to it. There may be other smaller what we call local tandems. I'm just not familiar with the net details of the network, per se. But those would not be what I refer to as access or toll tandems.

Q Your Fort Myers tandem, which is actually in this building on Lee Street or nearby, correct?

A I don't know. I'm policy.

Q Do you know if you also have a tandem at Avon Park?

A That's correct.

Q Is that also in the Fort Myers LATA?

A Yes. That's -- and it's my understanding that that's a basically a 100/200. And that serves both as a tandem and as an end office. That's why you effectively have the 100/200 designation: 100 serving as the end office, the 200 as the tandem function.

Q So the Fort Myers tandem only serves as a tandem function?

A Correct.

Q And it doesn't serve as an end office function?

A Correct.

Q While we're on this point, have you had a chance to review Frank Heaton's testimony and the diagrams that are attached?

A Yes, somewhat. He wouldn't give me a good copy -- color copy of the diagrams.

Q Let me just show you Exhibit FJH 1.1, which shows Sprint's Fort Myers LATA network end office and tandem offices. Do you see anything wrong with that description diagram?

A There's nothing wrong with it as far as it goes. And I think -- at least he's showing one tandem rather than two.

Q There's two?

A This is the Avon Park (indicating) thing. I was saying in the Fort Myers area, we had one.

Q Okay.

A I believe -- I thought I had read somewhere that somebody said we had two of them. Yes, it says at both its Fort Myers LATA tandems. You're referring to that as the other Fort Myers tandem. I didn't refer to that as the Fort Myers. Okay. So we do have -- when you take in Avon Park, we do have two.

Q So this is an accurate description of Sprint's network?

A I don't know that its -- your question was, is there anything wrong with it. I don't see anything wrong with it but I can't list these central offices and tell you where they're located or that kind of stuff. Conceptually it looks okay insofar as it goes.

Q And by that you mean the other pieces of network that you previously identified are not reflected on that diagram?

A Correct.

Q Back to Mr. Meyer's testimony now.

A Yes. On lines fifteen through nineteen.

Q Still on page four?

A Yes. Yeah, I disagree that each has the same hardware pieces and that they are functionally the same.

Q What hardware pieces are different in your judgment?

A I can't give you the specific pieces of hardware. Ours provides, for example, operator services, and I don't believe the 250 does.

Q Anything else?

A No. Again, I'm not an expert on that but just conceptually knowing how the network works and

what takes place in a cell site to complete a call, and I don't perceive them as the same.

Yeah, I don't disagree a whole lot with what he has at the top of five. I will point out we do have some digital microwaves in some areas, especially over in Collier County where we have some extremely remote customers.

Q You're referring to lines one through six on page five?

A On page five, yeah. Again, on lines nine and ten, he does the oversimplification of the single wire line between the end office and the fixed end user location. And I don't agree that they perform the same functions of actually delivering a call or receiving a call from the end user.

In the -- in our case, the end office can originate, terminate, handle all of the setup, handle all of the billing of the call. A cell site doesn't do that.

Q Do you disagree with his testimony that a cell site cannot do that because of the mobile nature, there has to be some central processing?

A It can't do it because it's not a switch.

Q Do you disagree with -- well, you would agree that there are some fundamental differences between a

wireless and a wire line network, wouldn't you?

A Absolutely.

Q And the most fundamental difference is that a wireless network has mobile customers and a wire line does not. Do you agree with that?

A Somewhat. And let me qualify that a little bit. In the case where Mr. Heaton was talking about the customer that is located in the driveway of the person that's calling them, that's really not a whole lot different than in a situation of where we have remote call forwarding and a call gets, you know, forwarded to the next door neighbor of that person on a land line.

So there are situations where you just don't know where a call is going to originate and terminate regardless of what number you call. But by the same token, if you were to take a cell site and if I were to take a fixed telephone, wireless telephone, and put it in my house and I never moved it, I never moved it, that cell site could not switch that call from my phone to another end user phone without the use of the MTSO or the DMS switch.

Q But you're saying the fixed wireless phone, you still have the functionality with that phone of being able to move either within your house or beyond

your house, correct?

A I don't understand your question.

Q Well, I'm just following up to your last answer. In your last answer, you assumed you had a fixed wireless phone. And but your wireless phone has the inherent ability to move within your house or beyond your house to another, not just cellular end office serving your house, but to other cellular end offices, right?

A Yeah, that's part of the cellular system. On page six -- yeah, page six, beginning on line six, it says, "Only when a call cannot be completed through a direct connection within the same end office or a flat rate calling area will a call originated by a Sprint customer require tandem switching." It's not a function of the flat rate calling area.

Q What is it a function of?

A Well, it's basically a function of the network. If there is a high volume of calls between two locations, we'll use a high usage trunk group rather than necessarily going through another switch. But a local calling area really doesn't have anything to do with it. It's really just network design, where is the volume of traffic.

Q So all your local calling areas would not be

served by an end office; is that true?

A Yes. Most of the time, there will be multiple switches in a local calling area.

Q In the calls being terminated within the local calling area would be routed just between the switches serving that or would it be routed back through the tandem serving the multiple end offices?

A I think most of the time, if it's within the local calling area, depending on the distance, it would just be routed through the local -- the local -- no, it wouldn't go back to the tandem. It would not go back to the tandem, generally speaking.

Q You mentioned in your last answer a direct trunk group between a high interest group calling area, I mean, are there examples of those that aren't within a local calling area that you can think of in the Fort Myers LATA?

A No, I couldn't. I don't have detailed knowledge of the Fort Myers -- any of our networks.

Q By direct trunk group, you mean trunking between end offices?

A Yes, without going through a tandem.

Q Okay.

A Generally going through page seven, I don't have -- he's basically describing a cellular network

there and I don't have any disagreements, other than, again, the use of end office terminology in lieu of cell site or tower.

Q Which is the ultimate issue or one of the ultimate issues in this case, right?

A Yeah. I'll just make that standard throughout the testimony.

On page nine, lines six through eight, beginning at the end of line six, says that a wireless end office is required to originate the call, terminate the call and to provide the interface to the mobile unit for call requirements and features. I don't disagree that it does that. I agree that it does it the same way that an end office does it.

Q And why?

A A Sprint end office does it. In other words, it does not do call setup the way an end office would do it.

Q What is the difference there?

A Well, basically the difference is that the central processor, which handles that functionality in the cellular network, is back at the MTSO. In the Sprint network, it's in the end office. Just like the dial tone is in the end office, the customer number is in the end office.

Q So if the central processor were in the cellular end office instead of in the MTSO, you would agree that they are the same?

A No. Just putting the central processor out there, I couldn't agree that it would still be the same then.

Q What would the differences be at that point?

A What would the central processor do?

Q Everything that it does now.

A So if you had multiple central processors just like you'd have at the MTSO at each cell site and then you had a switching bus with time slots to make the actual switching function connection, then I would say -- and you had the memory and the billing and recording capabilities, then it would begin to look like an end office.

Now, I disagree with the statement on line nineteen, page nine that the response to the question the process is the same. We talked about, I think, the --

Q The same reasons you've outlined earlier?

A Yeah. And again, redundant disagreements with lines fifteen and sixteen.

Q Page ten?

A On page ten, yeah.

Q So summarizing what we've just gone through, you don't really have any disagreement that the MTSO performs a switching function and that there is a transmission from the MTSO to a cellular end office. I mean, your real point of dispute is you don't think that a cellular end office performs equivalent functionality of a Sprint end office, and that's largely because a -- there is no central processor in the end office; is that a fair statement?

A That was a little bit long. Let's go through that again.

Q Let's go through it piece-by-piece. You don't have any real disagreement that a MTSO performs a switching function?

A Correct.

Q Correct?

A Correct.

Q And you don't have any disagreement that we have -- we, Wireless One, have transmission facilities from a MTSO to our cellular end offices, correct?

A Correct.

Q The real point of disagreement is whether our cellular end offices perform a function that is equivalent to the Sprint end offices; is that correct?

A Yes.

Q And the primary point of disagreement there is that the central processing for the cellular end offices is contained back at the MTSO as opposed to at the cellular end office; is that correct?

A That's part of it. You can interconnect with any of my end offices to terminate traffic, or Wireless One can. I cannot interconnect with any of your cell sites to terminate traffic.

Q Why is that?

A Because cell sites don't function the same as an end office.

Q Are you aware that Wireless One has type 2-B trunks with Sprint which are two-way trunks and Sprint simply elects not to terminate any land-to-mobile traffic there?

A Those 2-B trunks don't go to a cell site. Those 2-B trunks go to a MTSO.

Q No, that's incorrect. There are -- well, I'm not going to argue with you today.

A No, let's -- what you're talking about is the fact that you have these transmission facilities out there and you take advantage of those transmission facilities to get from point A to point B, but you always end up with the actual interconnection and exchange of traffic happening at the MTSO. So when he

was talking about that ring earlier and the nodes, I mean, that's nothing but a -- I guess it would be a scaled-down version of our SONET rings. Which SONET rings will do a lot more than just hold up the 50 percent capacity, they'll give you 100 percent.

MR. REHWINKEL: Beth, are you still on the line?

(At about 2:41 p.m. - a discussion was held off the record. Back on the record at 2:41 p.m.)

BY MR. ADAMS: (Cont'g.)

Q So the point of disagreement is -- one is the central processor is not contained in the cellular end office?

A Yeah. I'm not --

Q And the other is that you can't deliver -- Sprint can't deliver land to mobile traffic at the cellular end offices is your understanding; is that correct?

A That's not my understanding, that is a fact.

Q Anything else?

A And I'm not limiting it to just the processor. I don't have enough technical expertise to go beyond that. But the processor is clearly one of the major elements that's not at the cell site that is at every one of our end offices.

Q Okay. So as you're sitting here today, you can't think of any other reasons besides those two that we've identified for the differences between the cellular end office and Sprint's end office; is that correct?

A Technical reasons, I will say.

Q I'm sorry?

A Technical reasons.

Q What other kind of reasons might there be?

A Price and policy reasons.

Q Okay. But we're talking about functionality of the network now.

A Yeah.

Q And you're saying from a functionality standpoint, there's nothing else that you can identify now?

A In terms of my technical expertise.

Q Okay. Back to your testimony now, your background doesn't indicate that you have any formal legal practice; is that correct?

A That's correct.

Q You're not a lawyer; is that right?

A That's correct.

Q And you don't -- you haven't gone to law school or taken the Bar exam?

A Correct.

Q You've never practiced law, right?

A Not legally.

Q Illegally? Is that something the Florida Supreme Court would like to talk to you about?

MR. REHWINKEL: He takes the Fifth Amendment on that.

BY MR. ADAMS: (Cont'g.)

Q You would agree then, you're not a lawyer and you're not an expert in legal issues, right?

A Yeah.

Q And that would include legal discipline such as legal interpretation; is that correct?

A Yeah.

Q Which includes legal interpretation of FCC rules and orders; is that correct?

A Yeah.

Q So you would also agree that any testimony you give in here is based on your personal opinion as a non-legal expert, correct?

A Yes.

Q So if you specifically turn to page four, line sixteen through page eight, line ten, that is all your personal opinion as a non-legal expert; is that correct?

A Yes.

Q Similarly with page nine, line twenty-one through page ten, line seven.

A Yeah.

Q Okay. Let's turn back to page two now, two to four. Take a minute if you'll look at that. And then page four, lines five through fourteen are where my questions are going to focus.

A Okay.

Q Are you ready?

A Yeah. Depending on what the question is, I may or may not need to refer to it.

Q On page four, lines five through seven you say, taken together, these provisions define the circumstances when a local interconnection -- when -- which local interconnection charges apply and when access charges apply. Do you see that?

A Yeah.

Q And that taken together refers back to two prior quotations of Sprint's proposed language in the Sprint-Wireless One interconnection agreement, correct?

A Yeah.

Q So you would agree then that either local interconnection or access charges apply to the relationship? Intra-MTA calls or inter -- there are

two different kinds of relationships between Wireless One and Sprint.

A Yeah. I guess I'm expecting you to fill out the question a little bit more, if we're talking about reciprocal compensation between carriers.

Q Correct. Is that what you're referring to in this question and answer?

A Yeah. So with that predicate --

Q So you would agree then that or it's Sprint's position that you may not charge Wireless One any access charges for intra-MTA calling; and that is, land-to-mobile, mobile-to-land, either way, calls that originate and terminate within the same major treating area, correct?

A Yeah. Actually, we wouldn't charge for a land-to-mobile. It would only be mobile-to-land that we would not charge. And conversely Wireless One would not charge Sprint access charges for any intra-LATA toll calls we had terminated to their network. It would just be local interconnection charges. That's for the compensation between the carrier again.

Q How about -- well, so the access has been replaced by local interconnection, correct, the relationship?

A Yeah, with regard to the CMRS provider.

Q And by local interconnection, you mean transport and termination?

A Yes.

Q Under the FCC rules, correct?

A Yeah, under the FCC definition, yeah.

Q Both of these sections from the agreement that you cite on page two through the top of page four are important to your interpretation of this issue; is that correct?

A I wouldn't say they're a part of it as well as my review of the FCC's order and the FCC's rules.

Q These are the two sections from the agreement that you've cited in your testimony as implementing your understanding of what the FCC has done which we just discussed, right?

A Yes, but I also provide references to the FCC's rule and to 9698 in my testimony as well.

Q Right. That's part of the citation of the language from the agreement?

A Correct.

Q And at the bottom of page three, line twenty-two, there's a reference to the intra-LATA toll traffic definition. And you've indicated in your testimony on the next page that -- on page four, the definition of intra-LATA toll traffic is bound up in

this issue because the phrase for purposes of establishing charges between the carrier and company contained in Sprint's position establishes that the traditional notion of toll calling still applies to Sprint's end user customers. Do you see that?

A Yes.

Q You agree with that, right?

A Yes.

Q So if that language were not part of the agreement, you would also agree that --

A If -- well, excuse me.

Q If that language were not part of the agreement, the reverse would be true; I mean, Wireless One's position would be true where that definition is not limited to the purpose of establishing charges between the carrier and company?

A Say that differently.

Q On page four, you've established that it was important that for the purposes of establishing charges between the carrier and company, that's lines eleven and twelve of your testimony, is important to your interpretation of what the rules are in this case, which are that access has been replaced by transport and termination, correct?

A Yeah. I'm not sure where you're going. I'm

just -- it's applicable between the carriers and the company. And as long as it's in the MTA, it's local interconnection and not access charges.

Q So if an intra-LATA toll traffic did not include that language that you quoted at pages eleven and twelve on page four --

A You said if an intra-LATA what didn't include the language?

Q If you look back at the bottom of page three, lines twenty-two through the top of page four, line three, and if you take the quoted section --

(At about 2:53 p.m. - Mr. Meyer exited the proceedings.)

MR. ADAMS: (Cont'g.) -- out which you emphasize in your answer page four, line eleven and twelve out of that definition, you would -- you would agree that it's not limited to establishing charges between the carrier and the company.

MR. REHWINKEL: Bill, is your question -- you're asking if that's the only way to state Sprint's position?

MR. ADAMS: I'm just commenting on his answer here.

(At about 2:54 p.m. - Mr. Fox exited the

proceedings.)

THE WITNESS: Bill, I think the testimony is pretty clear. I'm not sure where you're trying to go. Sitting in a deposition, we're dealing with some technical issues and you want to start chopping words in or putting words out, I need to sit down and think about them.

BY MR. ADAMS: (Cont'g.)

Q It's true that the presence of those words is important to your understanding of how the rules work; is that correct?

A Those words are right out of the FCC's order.

Q And the words we're talking about are, quote, "for purposes of establishing charges between the carrier and company," end quote?

A Yes.

Q And if those words were not included in the agreement, then that also would be significant. You included those words for some purpose?

A Yeah. And I don't -- I guess what I'm driving at is if there's some agreement that's sitting out there for some reason doesn't necessarily include those same words, it's not clear to me that I'd come up with a different interpretation of what that means because of the whole context of the process and the

underlying orders that are behind that. I mean, the fact that somebody left a few words out of a contract, either on purpose or accidentally or whatever, isn't going to change my interpretation. I know what the intent was.

Q Okay. But you would agree if you took out that phrase, from the intra-LATA toll traffic definition, at the bottom of three and top of four, what is left is this traffic defined in accordance with the company's then current intra-LATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.

What that limits intra-LATA toll to is inter-MTA, intra-LATA toll; is that correct?

MR. REHWINKEL: When you say that limits, you mean if it was out?

MR. ADAMS: If the first phrase was not included.

THE WITNESS: Yeah, intra-LATA, inter-MTA.

BY MR. ADAMS: (Cont'g.)

Q That would be the only areas where intra-LATA toll would continue to apply under that definition?

A Yes.

Q Okay. Thank you. Let's look at page five,

lines two through seven. You say that Wireless One would determine Sprint's local calling area and the rate levels Sprint can charge its customers. Do you see that?

A Yes.

Q It's also fair to say that if Wireless One's position is correct, that it's the FCC that's determined Sprint's local calling area, right?

A Not really. Because it's your option as to where you elect to subscribe to these services offerings. And if there are other carriers out there that don't subscribe to that --

Q Which services offerings are you referring to?

A The reverse toll bill.

Q Okay.

A But it would -- I think it stands on its own. I don't agree that it's the FCC. It's not really. It's talking about your interpretation there.

Q Well, right. But if our interpretation is the correct interpretation, it's the FCC that has done this and not Wireless One, right?

A I disagree because if the FCC had attempted to define intrastate prices and intrastate local calling areas, I think they would have been overturned

by the Eighth Circuit Court like they were on other areas when they attempted to do that.

Q I saw that later in your testimony. That is your non-expert, personal opinion, right?

A I'd say the Eighth Circuit Court's order speaks for itself.

MR. REHWINKEL: Did you mean non-legal expert.

BY MR. ADAMS: (Cont'g.)

Q It's your personal opinion as a non-legal expert, correct?

A Yeah.

(At about 2:59 p.m.- Mr. Meyer entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q On page six, lines fourteen through nineteen, you state your understanding of the rule is that Sprint cannot charge access to a CMRS provider to terminate an inter-MTA call, correct?

A Correct.

Q Now, turn to page eight, lines twenty-two through page nine, line two. You see your sentence that reads, "In other words, Wireless One has the option of extending facilities directly to an end office to avoid Sprint's customers local calling to

Wireless One customers?

A Right.

Q Now that you've sat through Mr. Meyer's deposition and Mr. Heaton's deposition and you reviewed their testimony, do you now realize that Wireless One has facilities that extend to Sprint's end offices?

A I knew that, yeah. I mean, but they don't have it to all of them. And that's why they ordered this reverse toll bill option.

Q Are you aware of how many end offices Wireless One has a direct connection to?

A Not really. I don't know that it's relevant.

Q Are you aware that most of these connections are type 2-B connections, which are two-way trunks?

A I'm not familiar with the absolute details of the network. But that's, again, I don't know what the relevance is to that. If there's some relevance to that, help me.

Q Are you aware that Sprint elects not to send any of its land-to-mobile traffic over these type 2-B end office interconnections?

A I'm not -- no, I'm not aware of that. And -- but I can tell you that if they don't, it's because of the way we're doing our trunking and what's most

efficient for us in terms how we trunk that traffic to get it to you. We're going to pay you to terminate that traffic. How we get it to you is our business. That's one of the problems with saying a cell site's an end office. You take the option for us then to trunk directly to a cell site away because it doesn't have the functionality of the end office.

Q In fact, Mr. Heaton has requested that you deliver traffic over those 2-B end office interconnections so that there is no toll charge applied.

A A 2-B is a -- a 2-B is end offices only termination and origination. You can't avoid toll charges by saying that you want to have traffic originated and terminated directly to a 2-B. The Florida Commission developed a lower priced rate for 2-B. I believe it was one cent a minute. But the intent of that was that you would only terminate within the end office and not go outside the end office. That's why the lower rate was applicable.

Q Would you agree that -- let's take a hypothetical here. And let's just pull out one of the maps that's attached to Frank Heaton's testimony. Let's look at Exhibit FJH 1.3. Let's assume we have a Sprint Immokalee end office land line customer calling

a North Naples Wireless One customer. Okay?

A Okay.

Q Is that a toll route under your -- well, that's -- do you know whether or not that's a toll route?

A Off the top of my head, I do not.

Q Let's assume for the purpose of this discussion that is a toll route.

A Okay.

Q Do you know how Sprint terminates the Immokalee -- how Sprint routes that call to get to Wireless One?

A Well, if it's a toll call as you propose, and I don't know exactly, but it would route up from the tandem like all the toll traffic does.

Q And that's the case even though there is a local interconnection at the -- between Wireless One Lake Trafford -- is that what that is?

MR. HEATON: Yes.

BY MR. ADAMS: (Cont'g.)

Q Lake Trafford end office and the Sprint Immokalee end office?

A We said that was a toll route?

Q It's a toll route from the Sprint Immokalee end office to the Wireless One Naples Park end office.

A Yeah. I think earlier, somebody indicated that that was an older office. And I think it's probably been changed out now. But it's possible that that's where we do the recording for the long distance calls. And so we would take it to the tandem to do the recording.

Q Is it possible to deliver that call directly over that end office interconnection so that Wireless One would not be -- so that there is no toll charge for that traffic and Wireless One could carry the call then on its own network and deliver it to its customer?

A What you're telling me is that you have a 2-B in Immokalee, a 2-B tape termination in Immokalee. Is there an NXX there?

Q Well, Immokalee --

A Is there an N -- is there an NXX at the Immokalee switch?

Q Of the party being called?

A A cellular NXX of the party being called?

Q Let's assume that there is.

A If there is an NXX that's there, then effectively, what we would do is we would terminate that to your facilities at that location. Okay.

Q At the end office?

A At the end office.

Q Across the 2-B trunks?

A Yeah, across -- well, whatever. Whatever the trunks are. The T1's.

Q Not back through the tandem?

A Not back through the tandem. That's assuming that that switch has got the recording capabilities and everything else. If you've got an NXX there, we don't need the recording capabilities because there's not going to be any reverse toll bill associated with it. To the best of my knowledge, that's how you avoid toll today is you put an NXX out there at the central office. And that's what we do. We terminate the calls to you. The only reason that that will not do it there is because you don't have an NXX there.

Q Let's talk about that. Let's assume there is no NXX at the Wireless One Lake Trafford end office, which is directly connected to the Sprint Immokalee end office. Okay?

A Yeah.

Q You're saying you would not deliver that call over that same type 2-B trunk group?

A No.

Q Why?

A Because that's not where the NXX is. The NXX is located at -- most likely at the MTSO and we've got

to go through our tandem to get there because that's how you route -- if it was a long distance call coming in to that NXX, it wouldn't go to the Immokalee cell site, it would go to your MTSO. And we have to route the local and the long distance traffic the same. If you put in -- the NXX has got to be there. If --

Q You couldn't -- could you program your Sprint Immokalee end office to deliver all calls to any of Wireless One's NXX's?

A Yeah.

Q Over that end office?

A You're getting beyond my policy expertise.

Q Okay.

A Okay.

Q But the reality of the way Sprint is delivering traffic today, is even though there is a local interconnection in a local calling area, Sprint is routing that traffic back over the tandem and charging a reverse toll charge, correct?

A Because of the way the NXX's have been ordered by the customer.

Q And you don't know whether it is technically feasible to reprogram your switches to deliver all Wireless One NXX traffic over the end office connections?

A If you put the NXX in that end office and you make that a local NXX in that end office, then we can deliver that traffic to you wherever you want it. But you've got to make it a local NXX in that end office.

Q Well, if we make every NXX -- every one of Wireless One's NXX's available at every end office where Sprint is doing -- where there is a direct interconnection between our cellular end office and a Sprint end office, which is type 2-B two-way interconnection --

A There's a 2-B or a 2-A?

Q 2-B would be an end office. 2-A is tandem interconnection. You would be able to do that then?

A I can do the same with you that I'm doing with you today. If you want to avoid the reverse toll bill option, then you have to order an NXX in that local calling area. If it's the type 2-B interconnection, then the NXX has to be in that same central office. Then we'll give you all the traffic within that same central office. If it's outside of the central office serving area, then you're going to need multiple switches to get there. You don't pay a 2-B rate to get multiple switching functionality. It's the same thing you're doing today. If you want to do it more places, then you just have to order more local

NXX's.

Q Why can't you deliver all traffic coming to one of our NNX's at each of our end office connections?

A If you all have an -- if you all have some sort of a special request, put it in writing to me. Okay? And I'll look at it. But this is not an interconnection issue.

Q Well, the reality of the situation right now is Wireless One has extended office interconnections and Sprint is not delivering any traffic over those connections. They are two-way trunks but they're all -- only mobile-to-land traffic is going over those trunks. Are you aware of that?

MR. REHWINKEL: Let me -- I just want to object and ask has that been provided in testimony or made an issue in this case?

MR. ADAMS: If it hasn't, then it will be.

MR. REHWINKEL: Well, I guess my objection is that's not be presented as an issue of interconnection arbitration in this case.

MR. ADAMS: It's a fundamental issue because Wireless One has been paying a reverse toll charge for traffic that Sprint is carrying back to Sprint's tandem at Fort Myers which Wireless One could carry over its own network and not pay

anything.

MR. REHWINKEL: Is that a question?

MR. ADAMS: Well, it's a response to your comment.

MR. REHWINKEL: I just - Bill, I'm just not aware that Mr. Heaton has raised this issue about -- this issue about us not sending traffic over these 2-B trunks. I mean, I guess my objection is I'm not sure this is an issue that's been presented for arbitration.

MR. ADAMS: Well, it's all part of the reverse toll issue.

BY MR. ADAMS: (Cont'g.)

Q But let's move on. Are you aware, Mr. Poag, that Wireless One still would like to have traffic terminated to its end office interconnections providing Sprint can deliver an SS-7 signal?

A Those are two questions.

MR. REHWINKEL: I want to object on the form of the question and the aspect of SS-7 being an issue in this docket.

(At about 3:15 p.m.- Mr. Fox entered the proceedings.)

MR. ADAMS: Mr. Poag testified at the bottom of page eight, top of page nine, that Wireless One

has the option of extending facilities directly to an end office to afford Sprint's customers local calling to Wireless One customers or subscribing to the reversed toll billing. And all of these questions have been with regard to the first part of his answer on lines twenty-three to twenty-five on page eight saying Wireless One has the option of extending facilities.

MR. REHWINKEL: Bill, it's okay for him to answer the question. I just wanted to lodge that objection about SS-7.

BY MR. ADAMS: (Cont'g.)

Q So the question is, Wireless One has extended facilities and Sprint doesn't afford Sprint's customers local calling to Wireless One customers?

MR. REHWINKEL: Is that a question?

MR. ADAMS: And that's --

THE WITNESS: Where Wireless One has extended their facilities and ordered local NXX's, that's where we deliver the traffic. We have to deliver the traffic to the NXX, wherever the NXX homes, that's where we deliver the traffic.

BY MR. ADAMS: (Cont'g.)

Q If it's technically possible to have all NXX's -- all of Wireless One's NXX's reside in all of

the end offices, would Sprint deliver the calls over the end office trunks?

A Well, number one, I don't know if it's technically feasible. And number two, if it was technically feasible, I hadn't considered it.

Q So the answer is no or --

A Don't know.

Q So you will agree, still on the same subject, that Wireless One has extended facilities to many of Sprint's end offices, correct?

A Yes. And where they have done that, they've gotten a local NNX, they don't pay the reverse toll bill option.

Q And Sprint -- where there is a local NNX and a local connection, Sprint today is delivering land-to-mobile calls to those NXX customers over that 2-B end office trunk; is that correct?

A I do not know if they're doing it. 2-B is positioned to be end office only.

Q Correct.

A Okay. So if it's traffic originated within that end office, then I'd say they're delivering it to that.

Q Within the end office, within the Sprint end office; is that what you mean?

A Within the Sprint end office, yeah.

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B trunks?

A Would you repeat that, please?

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B connections to our cellular end offices?

MR. REHWINKEL: Do you mean where there are NXX's? Are you asking about on the same line of questions as before?

MR. ADAMS: Right. Any way the traffic can be delivered.

THE WITNESS: Yeah, I think -- I just want to be perfectly clear. I mean, what you're saying is that if we terminate the traffic to a local NXX at one of our end office switches, and you have transmission facilities back to your MTSO, it may be in a ring or whatever, but it still ends up it gets to the MTSO, and then you deliver it to the end office site -- or to the end office site. You have me saying it now -- to the cell site.

MR. ADAMS: Glad you're a convert.

THE WITNESS: Not quite. To the cell site,

then what you would be charging us would be end office call termination and no transport and tandem switching?

MR. ADAMS: Correct.

THE WITNESS: I wasn't aware of that.

BY MR. ADAMS: (Cont'g.)

Q Page nine, lines eight through nineteen. Actually, fourteen through nineteen. Again, you state your understanding of what the FCC has done, which is replace access with transport and termination, correct?

A Correct.

Q What are -- let's turn our attention to your tariffs for a minute. You've provided, pursuant to the notice duces tecum that we talked about earlier today, a copy of your general exchange tariff; in particular, Section A-18, which is titled, "Long Distance Message Telecommunications Service."

A Yes.

Q Can you -- I'm going to hand this to you so you can take a look at it and perhaps refer to that as an answer to some of the questions I'm going to have for you. This has your name, by the way. It says F. B. Poag, director at the upper left-hand corner of the tariff page. Is that you?

A Correct.

Q So you are responsible for the preparation of these tariffs?

A Yeah.

Q Okay.

MR. REHWINKEL: Bill, I want to make an objection. I'm not going to direct him not to answer the question on relevance of any tariff matters other than A-25-G-7. I don't think the discussion of access charges or toll rates are within the scope of arbitration for the PSC at its present position.

BY MR. ADAMS: (Cont'g.)

Q What are the rates -- do you have tariff rates for intrastate, intra-LATA toll?

A Yes.

Q Can you switch to the page and if that's not the right page, can you find the right page setting forth what those rates are?

MR. REHWINKEL: This is A-18, sheet 22.

THE WITNESS: Those are the rates.

BY MR. ADAMS: (Cont'g.)

Q Can you state for the record what those rates are?

A For United Telephone area, the old United Telephone area --

Q And that's the Fort Myers LATA, correct?

A Yes, that would include the Fort Myers area. The initial minute for all mileage bands is 24 cents. The additional minute for the 11 to 22 mile band is 14 cents and then for all other bands for United, it's 21 cents, and they're different rates for Centel.

Q I'm not interested -- only the rates that apply in the Fort Myers LATA.

A And those are the day period rates. And discounts apply evenings and nights and weekends. And I believe those are -- here they are. Discounts nights and weekends are 40 percent and evenings 15 percent, except Sunday evening, and that's 15 percent.

MR. ADAMS: Charles, can I get a copy of those pages to include as a deposition exhibit?

MR. REHWINKEL: Yes.

THE WITNESS: Sheets 22 and 24.

BY MR. ADAMS: (Cont'g.)

Q And do the sheets that you referenced, 22 to 24, that's all that you need to be able to respond to that question?

A What was the question?

Q What are your intra-LATA toll rates for the Fort Myers LATA?

A Yeah, those are the direct dial charges.

MR. REHWINKEL: Just as a matter of logistics, do you want to weight until we get through all this to have these copies?

MR. ADAMS: I'm not saying the whole thing, just those couple of pages.

MR. REHWINKEL: Will there be any more, that's what I'm --.

MR. ADAMS: There might be.

MR. REHWINKEL: What do you want to call this, Exhibit Number 2?

MR. ADAMS: Yeah.

MR. REHWINKEL: Can I put a Post-it on it right now, original sheet 22 and first revised twin 24 of section A-18. We'll get copies.

BY MR. ADAMS: (Cont'g.)

Q And you mentioned earlier that you don't have any -- well, strike that.

I notice on these pages, sheet -- original sheet 22 was effective on January 1 1997; original sheet -- or first revised sheet 23 was effective July 20, 1997, and also first revised sheet 24 was effective July 20, 1997; is that correct?

A I take your word for it. You've got the book.

Q Yes?

A Yes.

Q Why were those rates last revised? For what purpose, what happened?

A What rates?

Q What happened in the most recent revision?

A Looks like they increased two of the rates on page 23.

Q You're saying "they;" is "they" you?

A Product management.

Q But you're responsible for implementing the changes to the tariff?

A We make the tariff change and file the tariff with the Commission, yeah. And then they reduced the amount of the discounts on sheet 24.

Q So the last changes were actually price increases and discount reductions?

A Yes.

Q Okay. What -- how -- tell me the process of how those changes are reviewed by the Florida Commission and how you get approval for those changes.

MR. REHWINKEL: Are you asking him as a non-legal expert?

MR. ADAMS: Sure. That's the only thing he is.

MR. REHWINKEL: Okay.

THE WITNESS: In essence, the tariffs are presumptively valid the extent that there are rate changes. They reviewed those changes to be sure they're in compliance with the Florida statute on the price cap limitations which we're under.

BY MR. ADAMS: (Cont'g.)

Q Is there any service price review or is it just price cap review?

A I don't know what you mean by that.

Q Do those services have to be cost based in some way?

A No.

Q Do you know what components?

A Excuse me. Let me put it this way: In the case of intra-LATA toll rates, they have to cover the access charge. It's an imputation issue so there are some minimum prices that have to be met. And that's another review but which they would also make.

Q The imputation would be imputing Sprint's originating and terminating access into the rates?

A Correct.

Q Okay. What else aside from originating and terminating access is recovered in those rates?

A The cost of billing, the cost of transport and termination. It also includes contributions to

universal service so there's some contribution in there to loop cost.

Q Okay. Anything else?

A Contribution to common cost, contribution to joint cost.

Q But is there any review to see what levels of contribution are being made when you file a revision to the rates?

A No.

Q So the only pricing issues that the Florida Commission would be concerned about is the minimum pricing under an imputation test, correct?

A Well, minimum pricing under imputation and maximum price with regard to the price caps that are in place.

Q Do you know what the originating and terminating access imputation costs would be that are included in these rates?

A No.

Q If we turned to the access tariff and looked at the originating and terminating access, would those be the same figures?

A No.

Q Higher or lower?

A Lower.

Q The tariff rates would be lower than the imputation rates?

A No. The imputation rates would be lower. Let me -- the reason is, is that in doing the imputation test, there are some arrangements whereby you can consider special access depending on the volume of the traffic. And I don't know -- and I haven't looked at that in awhile. It's possible that large customers can use special access as opposed to switched access and so when we make the imputation test, there's some allowance. It allows us to factor in potential for special access.

Q Last Friday, your counsel faxed me a portion of your access tariff. Can you just take a minute to thumb through that? It was represented that your access tariff is a thousand pages long and you don't have a copy available here and Fort Myers; is that correct?

A To the best of my knowledge.

Q The first tab I have marked there is common carrier line originating access, terminating access. Do you see that?

A Yes.

Q Can you tell what the rates are for the Fort Myers LATA?

A Well, the originating access carrier common line rate is 2.58 cents and for --

Q That's per minute?

A Per minute. And then for terminating is 3.36.

Q Now, it's your earlier testimony was -- well, tell me, is the imputation -- are those the rates that are being recovered in the intra-LATA toll?

A Well, with the qualification of with regard to special access, yes.

Q So if you add those together, what is it?

A Yeah. And yeah, these pages, by the way, we had -- new tariffs went into effect on October 1st. So these are -- they're slightly different than what you see here but not much.

Q Are they higher or lower?

A Lower.

Q Okay. I'm just doing some rough math here.

A It's a -- the originating or terminating are just slightly less than six cents.

Q So slightly less than six cents. Are there any other access pieces that you're talking about or is that -- that's the one we're referring to?

A This is just a carrier common line piece. You know what? Maybe we didn't change the carrier

common line piece. I can't remember what pieces we changed now. I'll retract what I just said about the -- we did file tariffs making revisions on October 1st. I can't remember specifically which elements they were. We may not have changed the carrier common line and -- talking about the rate here, this is just the -- again, the common line piece. There are other pieces.

Q What are the other pieces?

A Transport, end office switches, line termination. We've restructured that to, I guess, local switching. I think, in fact, we combined the former line termination and intraoffice switching. We just call it local switching now. We get 1.77 cents.

Q Those are access components?

A These are access components, yes.

Q Let's list those out for a minute. One is carrier common line?

A Carrier common line.

Q Two is loop or --

A I've got something around here that's got them listed out. Hang on for a second. Rather than me trying to go from memory.

MR. HEATON: How's this?

THE WITNESS: Carrier common line, local transport, and it's under the caption of end

office but is says local switching and that was where we combined the line termination and the local.

MR. REHWINKEL: Local switching.

THE WITNESS: There was also --

BY MR. ADAMS: (Cont'g.)

Q Identify for the record what you're looking at. That is what your counsel provided earlier today and in response to the duces tecum request?

A This is the November 2nd, 1994, Walter D'Haeseleer's letter from Sprint. I don't know if you had an exhibit number on this or not.

MR. ADAMS: I would like to mark that as well. We don't yet. Why don't we go through the rest of his testimony, then we can take a break and make some copies.

THE WITNESS: This is yours. You can have that copy.

MR. ADAMS: I'd like to keep a copy and also give the reporter a copy for the record.

BY MR. ADAMS: (Cont'g.)

Q Have you reviewed those sets of documents?

A These? Yes.

Q Are those -- having reviewed that, do you now know the difference -- are you going to refer to a

different document that you started to look for something else?

A I was looking for something like this. I have another section of basically the same thing.

Q So is carrier common line, local transport, local switching and local termination are the three -- four, rather, components of access, correct?

A I'm sorry. I was reading. And if you don't mind, I'll just repeat them. It's carrier common line, local transport, local switching, and there's a ICR -- IRC -- I don't see it here -- which is called area residual call interconnection charge and I don't believe we've done away with that yet. Let me check on the last file.

MR. REHWINKEL: Do you want to just take a break now?

MR. ADAMS: Yeah.

(At about 3:39 p.m. - a short recess was taken. Mr. Fox and Mr. Meyer exited the proceedings.)

(At about 3:50 p.m. - Wireless One's Exhibits 1 through 4 were marked for identification.)

(At about 3:51 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. Before we get back into this, there's some confusion about some of the exhibits. During the break, we've marked some exhibits. The first one is marked Poag Number 2 and it's original sheets 22, 23 -- I'm sorry. Original sheet 22, first revised sheet 23, first revised sheet 24 from section A-18 of the tariff that sets forth the basic rate table for the intraLATA toll service; is that correct? It's a three-page exhibit?

A Yeah.

Q Poag Exhibit 3 is the letter dated November 2nd, 1994 to Mr. Walter D'Haeseleer at the Florida Public Service Commission from Ben Poag. It's a one -- eleven-page exhibit; is that correct?

A Yes.

Q Poag Exhibit 4 is a multi-page exhibit from Sprint Florida's access service tariff starting with original sheet 17, original page 135 through original page 152, first revised page 153, first revised page 154, original page 155 through original page 156; is that correct?

MR. REHWINKEL: And that's from Section E-3.

THE WITNESS: Well, that's Section E-3 and E-6, yeah. Yeah. And these are copies of these. Is that what you all just said?

MR. ADAMS: Yes.

THE WITNESS: We need to give you some updated pages, okay? These pages are -- don't reflect access reduction that we did on October the 1st.

MR. ADAMS: Why don't we, instead of taking time now, do that as a late filed exhibit. But what I would like to do, if that's okay, Charles.

MR. REHWINKEL: Absolutely.

THE WITNESS: There are only about four pages that need to be replaced. And I can just tell you which ones those are, I think. That would be original sheet 17 needs to be replaced with a tariff effective October the 1st. Original page 135, and in particular, what you're looking at there is the E-6.8.1 interconnection charge. That's the only one on that page that we're really interested in. And then page 136, and it's E-6.8.2 six, and then you'd be interested in section C which is your transport and switching elements at the bottom of that page under C. And the final page, and I don't think this rate changed but we'll verify it, would be original sheet -- original page 141, and that's the local switching rate.

But those are the applicable rates on those pages for switched access.

BY MR. ADAMS: (Cont'g.)

Q Is all of that included in Poag Exhibit 4 now with the exception of the updates that you've just referenced?

A What was that fourth tab in there? Yes.

Q Now, let's go through -- I think we've identified --

MR. REHWINKEL: Do you want to identify a late filed exhibit which will be updated Exhibit 4?

MR. ADAMS: Why don't we make that Exhibit 5, the updated one.

MR. REHWINKEL: That's what I mean. Late filed Exhibit Number 5 will be entitled updated Exhibit Number 4.

MR. ADAMS: That's fine.

BY MR. ADAMS: (Cont'g.)

Q Are we ready to proceed? Let's go through each of the components and if you can identify for the record what the current tariffs are, including the updates that you're -- do you have the current updates now, the price changes?

A I've got them over the phone. I've got some

confusion. Why don't we wait until we give you the tariff rates. Just replace the numbers that are on these pages. It's not a significant change. It's an overall five percent reduction.

Q Let's go through all the different access pieces. First identify it and then say what the Fort Myers LATA price would be for that component and what page you're looking at.

A I'm on original sheet 17. And this is the originating price based on -- in effect on January 1, 1997 was .0258.

Q That's for carrier common line?

A Yes, carrier common line. That's originating. Terminating is .0336. The interconnection charge per minute is .010824.

Q Originating and terminating?

A Yes, that's -- it's the same for both. Okay. Tandem switch transport, the tandem switch transmission termination -- this is per access minute, and it's for originating and terminating, is -- there was three zones: Zone one, zone two and zone three. And it's .000180 for zone one; .0002 for zone two; .00021 for zone three. And the facility is per access minute per mile and that is originating and terminating. Zone one, is .000036; zone two, .000040;

zone three, .000042. And tandem switching, and this is per minute originating and terminating, is zone one, .000792; zone two, .00088; zone three, .000924.

(At about 4:11 p.m.- Mr. Meyer entered the proceedings.)

THE WITNESS: And the overcharge is the per access minute local switching charge, that's .0177 originating and terminating.

BY MR. ADAMS: (Cont'g.)

Q Are there any other access components that you didn't identify in that answer?

A Not for switched access that I'm aware of.

Q Residual interconnection charge, is that the rate you mentioned?

A That was the interconnection charge, yeah.

Q Let me give you Poag Exhibit 3, and if you could, turn to the last couple of pages of that exhibit.

Do you see those -- that's somewhat older with rates different than what you just identified, but that's the imputation or it appears to be the imputation test that Sprint would conduct for its intra-LATA toll rates; is that correct?

A Yes.

Q And what that shows is originating switched

access has a per minute of use rate of 6.44 cents?

A Correct.

Q And terminating switched access has a price of 6.66 cents for a total of 13.1 cents per minute of use?

A Yeah, on average.

Q And has that rate overall if you add up the revised rates for each of the components gone up or down?

A It's gone down.

Q Do you have an estimate of what it is based on, the numbers that you just --

A Slightly less than twelve percent.

Q Twelve cents?

A I'm sorry. Thank you. Twelve cents.

Q Why don't we just for purposes of questioning now, let's assume it's 12 cents.

A Okay.

Q So the price for intra-LATA toll that we have on Exhibit 2 is 24 cents for the first minute and 14 cents -- well there's different mileage bands on 24 and 14 for the first or the closest mileage band, correct?

A Yes, 11 to 22 mile band.

Q So if you subtract it out, the 12 cents, you will be recovering 12 cents for other costs for the

first minute and two cents per minute for additional costs, correct?

A If during a daytime call.

Q Right. How about an evening call?

A Well, it would be something less.

Q Do you know how -- what an average call length is --

A No.

Q (Cont'g.) -- in making these calculations, in performing your imputation study?

A That's 2.4 minutes per message conversation time based on this attachment F, page two of two of Exhibit 3.

Q Has that changed from the time of that exhibit to today, do you think?

A I have no idea.

Q Are you in charge or you supervise the preparation of imputation studies?

A We're changing our organization around. Actually, we do this jointly with, I think, the carrier group. I'm involved with it but I don't do the actual imputation study. I review it, if it looks reasonable.

Q You have -- kind of shifting gears now -- direct interconnections with a number of cellular carriers, not just Wireless One, correct?

A Yeah.

Q In a pre-telecommunications act 1996 environment where access -- it's your position that access is still charged, do you have -- you have an access relationship with any of these cellular carriers?

A I don't know what you mean by an access relationship.

Q Do you charge cellular carriers access to terminate mobile-to-land calls and the reverse charge?

A I can't -- I don't know.

Q Why don't you know?

A I just don't know. I'm just not that familiar with all the various interconnection arrangements and what kind of traffic they pass to us and what we pass to them. In my opinion, we generally would not pass them. In my opinion, we generally would not pass them intra-LATA traffic. We would pass our intra-LATA traffic to the IXA.

Q Did you say intra-LATA?

A Yeah. We would pass that to them as a land-to-mobile originator. You're talking about pre-act?

Q Yeah?

A I'm not sure it would make any difference.

We would terminate that to them as a land-to-mobile call. We wouldn't charge access on that.

(At about 4:18 p.m. - Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q The way I understand, you would charge, and let's not -- let's take a different cellular carrier than Wireless One that doesn't use a reverse charge option. That's the assumption we're going to use here. It's a pre-telecommunication act of 1996 environment. You've got one of your wire line customers calling an intra-LATA toll route to a wireless customer. You charge your wire line customer a toll, correct?

A Correct.

Q And the toll would be something like what we just talked about in Deposition Exhibit 2, correct?

A Yes.

Q And then included in the rate that you charge your customer would be originating access and terminating access, correct?

A It's not really included in it, we've basically imputed the average. We haven't put the individual rate elements in there but we said that on average, our rates cover, more than recover that cost,

or recover -- not cost, but those charges on average.

Q Now, let's talk about the carrier-to-carrier relationship. If you send a toll call that is terminated on a wireless carrier, do you pay the wireless carrier terminating access?

A No, I don't believe we do.

Q Why do you believe that you don't do that?

A I just don't think we do.

Q Okay. Do you charge -- so there is no charge on that end?

A Correct.

Q No cost, so to speak, correct?

A I'm -- I don't know what you mean by no cost. There's obviously network cost.

Q Sprint would incur no terminating access cost for that call?

A To the best of my knowledge, that's correct.

Q Let's take the reverse now, mobile-to-land call that would be a toll call under your intra-LATA tariff. Would you charge the wireless carrier terminating access?

A No. We charge a cellular call termination rate which has a pro-rated access component in it, but it's not full access.

Q What do you mean by "full access"? It's not

originating and terminating, it's just terminating?

A Yeah. I think it's just terminating and it's a weighted average of a local charge and an access charge.

Q What do you mean by a local charge?

A Well, there's local call termination charge today or that was in place. And I should know. Basically, we gave you a -- LATA had termination and we assumed a certain mix of local and toll traffic. That's how the rate was developed.

Q And what was that developed for, was that a type 2-A rate?

A No.

Q Was that 3.34 cents per minute?

A That didn't have anything to do with the 2-A or 2-B A. That was traffic -- that was mobile-to-land traffic.

Q Where would that rate be in your tariff?

A Section 25.

Q Mobile interconnection?

A Yeah, the mobile interconnection section.

Q Can you identify where that is?

A In Section A-25, original sheet 23 provides the type 1 and type 2-A, and that's in I-4. And then on original sheet 24, I-6-A is the 2-B.

Q And what are those rates? Can you read those into the record?

A Hang on a minute. Maybe I am getting tired. I may have misspoken earlier when you asked me a question about terminating. You said something about a 2-B and I don't remember, but a 2-B would not be an intra-LATA call termination. It's just to an end office where you all direct trunk to that end office. So that's the one cent charge. That's not the composite rate. The composite rates for what are referred to as the peak or non-discounted usage in the old United or Fort Myers area, was .0334 and the discounted rate is .0234.

Q And that's time of day sensitive; one's day, one's evening?

A Yes.

Q So those are the current type 2-A and type one interconnection rates?

A Correct.

Q And the type 2-B was reduced by the Florida Commission to a penny a minute and used to be the same rate; is that right?

A I don't know that I would -- all of these rates might have changed at the same time. I don't know whether that was necessarily a reduction as much

as it was a recognition of direct trunking to an end office and not only having one switching functionality involved; whereas with the other, you'd have multiple switching functionalities involved.

Q Let's take the 3.34 cent charge. You said that is a composite rate for local and toll on an intra-LATA basis?

A Yeah. My recollection is that rate assumes that 80 percent of the traffic terminates locally and 20 percent would terminate as an intra-LATA-type toll call.

Q Do you know what the local and intra-LATA toll rates that were used in that calculation?

A No, I do not.

Q So to make sure I understand what we're talking about, on mobile-to-land calls that are going over type 2-A or type 1 connections, the charge is 3.34 cents per minute, correct?

A In the peak.

Q Peak.

A Non-discounted usage.

Q And that assumes, in part at least, that there is -- part of that traffic is toll traffic?

A Yeah. The rate was developed that way, yeah.

Q And the toll rate would have been based in

part upon some access assumptions?

A It was -- it was based on access rates, yes.

Q And which access rates?

A The switch access rate that were in effect at the time.

Q Both originating and terminating?

A No, just terminating in this case.

Q Okay.

A I'm pretty sure that was just terminating.

Q Let's say six cents per minute, roughly?

A Well, six cents is an average. Terminating rate is actually a little bit higher but you also, you don't factor in any conversation time on the rate. I don't know whether it comes out -- say six cents, that's close enough.

Q Let's talk about the reverse now, land-to-mobile calling. You would contend, assuming this is a hypothetical cellular carrier now not using the reverse toll option, you would charge your land line customer a toll under the tariff for the intra-LATA call and that would be terminated then on the cellular network, correct?

A Yes.

Q But there's no access charge, there's no terminating access charge, correct?

A Right.

Q So the only imputation that you would have to use for your toll charge would be originating access, correct?

A No.

Q Why?

A Imputation has nothing to do with wireless business.

Q Let's forgot imputation then. Let's just talk about your cost structure of the call. And let's assume that it's just a one-minute call and you charge 24 cents to your customer to make that call. You've got an originating access piece of six cents a minute. Let's just assume for argument's sake, correct?

A No, I don't agree with you. The imputation has nothing to do with those rates. Imputation -- imputation has nothing to do with what's contained in those rates. Imputation is simply a test. It's a test that we have to make to show that our intra-LATA toll rates are not lower than our interexchange carrier's cost of access.

Q I understand that. Thank you. Let's just --

MS. CULPEPPER: Excuse me.

MR. ADAMS: Yes.

MS. CULPEPPER: Bill, I'm sorry. This is Beth. I was wondering -- I'm starting to lose you just a little bit.

MR. ADAMS: Let me swing the phone around. Is that better?

MS. CULPEPPER: Yeah, that's better.

MR. ADAMS: Sorry about that.

BY MR. ADAMS: (Cont'g.)

Q Let's not talk about imputation then, let's just assume that the access cost is what is in your tariff and that that recovers costs for whatever access is deemed to recover. You've got other pieces of your network, right, that also have a cost like the transmission, the billing. You've identified some of those things before, correct?

A Yeah. I'm not -- you're losing me, Bill. I'm --

Q Okay. I'm just trying to get an understanding of the costs of the call and we're assuming this is a one-minute land-to-mobile intra-LATA toll call. And that charge to Sprint's customer is 24 cents for that call. Sprint, you've already said, does not pay any terminating access on that call, correct?

A Yes.

Q So we're going to subtract -- well -- but

there is originating access that Sprint has to pay itself, so to speak, as the local exchange carrier, correct?

A No.

Q Why do you disagree with that, back the imputation issue?

A We don't have to pay ourselves. And also on the terminating side, you know, we still provide that functionality. If it's -- particularly if it's a type 1, we still transport it and we still provide the end office switching and then we pass it off to you. So for all practical purposes, we've provided all the access elements in delivering that call to you.

Q What I'm trying to get to, is there some way to calculate the revenue that Sprint would receive from this hypothetical call without the access piece in it?

A Well, truthfully, Bill, quite frankly, I'd rather you didn't take the reverse toll on because when my customer makes a call, I get 24 cents for it. When I provide that services to you, I get 5.88 cents. Plus, in addition to originally recording it for that customer, I've got to turn around now and I've got to convert it to access. I have to screen all those bills to determine anybody that made one of those calls. So I've got a tremendous amount of additional billing and

processing work that I have to do to give you that reverse toll bill option. So there are a lot of costs involved there that I don't recover through the access charges.

Q Okay. I don't know that that was responsive to the question.

A It's a fact, though.

Q Well, if we assume the cost of originating access is the imputed price of six cents, that leaves 18 cents per minute to recover other aspects, correct?

A If you take 24 cents and you deduct six from it, that leaves 18 cents.

Q Would the 18 cents represent the revenue to Sprint -- strike that.

May I see the mobile tariff? Does that -- is this tariff current, this section A-25?

A As far as I know, it is, yeah.

MR. ADAMS: Charles, can we get a copy of this before we leave today?

MR. REHWINKEL: Sure.

MR. ADAMS: What time is it.

MR. REHWINKEL: It's 4:38.

(At about 4:48 p.m.- Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's switch to reverse option now for a minute. Let's talk through the reverse option rate which is part of the A-25 tariff we talked about earlier today in Mr. Heaton's deposition. Were you here for that testimony?

A Parts of it. I know what you're talking about.

Q Can you describe how that rate was calculated?

MR. REHWINKEL: Bill, are you asking for the way it is today?

MR. ADAMS: Well, I think we -- one of the exhibits is cost justification for it.

BY MR. ADAMS: (Cont'g.)

Q Has the rate for reverse toll changed since Poag Deposition Number 3 was prepared?

A I'm sorry?

Q Has the rate changed for reverse toll since Exhibit Number 3 was prepared?

A No, not since the change made with this filing.

Q Right.

A Okay.

Q Now, can you answer my prior question?

A The rate was -- the additive of the

originating switched access charges on attachment F, page one of two, which consisted of the carrier common line at .0258, the local transport at .0153, the local switching at .0098 and the line termination at .0079, for a total of.0588.

Q Some of the rates for the access imputation have gone down since this filing; is that correct?

A Well, access rates have gone down, so the imputation has changed.

Q Has Sprint considered lowering the reverse charge option?

A No.

Q Why?

A For what I explained before. You're already getting a discount over what I would get if I was being paid by the end user customer and yet I'm generating more costs for billing and recording and screening. I have to go through every one of those customers that make on of those calls and take that out of their billing and then turn around and rebill it as an access minute. So we do -- we have to do a front end processing screening of all those accounts.

Q The total of the originating switched access components that you just identified is 5.88 cents per minute of use, correct?

A Correct.

Q So the price of the reverse toll was set at the originating access imputed price, correct?

A Well, it's not the -- that's just the -- it's not an imputed price. That at the time was the rate elements.

Q Okay?

A Okay. You use those rate elements to develop the imputation proof.

Q Okay. Now, you testified earlier in today's deposition and also in your pre-filed testimony that your understanding is that the FCC has eliminated access on an intra-MTA basis between Sprint and Wireless One, correct?

A Yes.

Q That would include both originating and terminating access, correct?

A Yeah. You would only be talking about terminating access. Because you terminate a call to me and even though it would be an inter-exchange toll call, normally, I would only bill you local interconnection. Same thing as when I complete a toll call to you, you bill me terminating access. So it's not an originating scenario.

Q I'm not sure what you're saying, you and me?

A You're Wireless One to me and I'm Sprint to you.

Q Your say land-to-mobile, go back over that. I wasn't sure I was following what you were saying.

A We are not in -- in reciprocal compensation, you pay for call termination, not call origination. That's the only point. It's not an originated -- there are not originating charges. There are terminating charges between the carriers for this reciprocal compensation. Just like when -- if you -- if there's an area where you don't have the reverse toll bill option, I'm going to charge the customer -- I'm going to charge my customer for that toll call just like you're going to charge -- or Wireless One is going to charge for the usage on a cellular call. Then we're going to pay each other terminating access. As long as it's within the MTA, then we would pay based on local rather than access long distance or access charges. Okay. That same call to another telephone company or to another exchange carrier, because they can handle intra-LATA traffic, I would charge them access charges.

Q Originating access?

A Terminating.

(At about 4:46 p.m. - Mr. Fox entered the

proceedings.)

BY MR. ADAMS: (Cont'g.)

Q You would agree that your understanding is that access has been eliminated on intra-MTA wireless relationship between a land line and wireless carrier?

A For reciprocal compensation purposes, yeah.

Q That would include originating and terminating?

A I'm struggling with where you're coming up with the terminating -- I'm sorry -- the originating. I'm not aware of an instance. You know, if it originates on your network, then you're -- it's your network and you're charging your customer usage charges for that. If it originates on my network, I'm charging my customer usage charges for that. I'm paying you local interconnection rather than access to terminate it.

Q Well, I would think -- I think of originating access in that context as paying yourself under an imputation philosophy. Because as a local exchange carrier, obviously, you have monopoly power. Well, that's a different discussion.

MR. REHWINKEL: That was just a comment, not a question?

BY MR. ADAMS: (Cont'g.)

Q Well, I think it's a semantical difference. Correct me if I'm wrong, I'm thinking of originating access -- let's just take a specific example. Sprint sending a land-to-mobile call to Wireless One which is an intra-LATA toll call under your state tariff. You are charging -- well, here we're talking a reverse toll. Let's say you're charging your customer 24 cents for that call.

A By the -- that's not relevant because there are also local calls that I charge my customer. That's the 25 cent message plan. Those are local calls. They have nothing to do with access. So it's, you know, it's a local interconnection.

Q Those 25 cent calls are outside of the local calling area though, correct?

A No.

Q They're inside a local calling area?

A Yes.

MR. ADAMS: Let's take a break for just a couple minutes. Do you mind?

MR. REHWINKEL: Okay.

(At about 4:50 p.m. - a short recess was taken.)

(At about 4:54 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. I'm not sure I understand the 25 cent untimed local call option that you were just referring to. Can you tell me how that works?

A It works the same way the toll does. It's just those are -- it's a different jurisdictional definition.

Q Those are intra-LATA toll routes under your state tariff where you charge that?

A The -- there are routes where if they go to the -- they can go to the carrier to place a call and they could basically pay a toll call.

Q Who is the carrier?

A Interchange carrier. I'm sorry. But under Statute 364, they determined those to be local calls if they were in effect before July 1, 1995.

MR. REHWINKEL: Just for the record, that would be or ordered as a result of a docket that was before that day.

THE WITNESS: That's in the statute. Okay. Excuse me. I see what you're -- yeah. I don't think I've got my 364. I don't have that with me. But it's in Florida Statute 364.

Here it is. This is 364.02 definitions,

subparagraph two: Basic local telecommunications service. I won't read the whole thing. For a local exchange telecommunications, such term shall include any extended area service routes and extended calling service in existence or ordered by the Commission on or before July 1, 1995.

BY MR. ADAMS: (Cont'g.)

Q So that's kind of an alternative to extended area service?

A It's the 25 -- ECS is the 25 cent routes. All of those are in Section A-3, which is our local exchange tariff.

Q Okay. Let's go back, kind of switch gears again. Go back to page ten of your testimony. On page ten, lines thirteen through fifteen, you say, Sprint is willing to compensate Wireless One if Wireless One actually provides tandem switching and transport or an equivalent facility and functionality. Do you see that?

A Yes.

Q So if the Florida Commission in this arbitration were to agree with us; that is, Wireless One, that our cellular end offices perform equivalent function to Sprint end offices, you would agree that we are entitled to tandem switching and transport

compensation?

A No.

(At about 4:58 p.m.- Mr. Fox exited the proceedings.)

THE WITNESS: Because if this -- if you were to really provide the same functionality --

MR. ADAMS: I'm assuming that in the question.

THE WITNESS: Okay. But I'm saying, if you're telling me you can provide that same functionality, then I can terminate at your cell site.

MR. ADAMS: Yes.

THE WITNESS: For my calls.

MR. ADAMS: I'm assuming that too.

THE WITNESS: In which case, I don't have to pay you tandem switching and transport.

BY MR. ADAMS: (Cont'g.)

Q Understood. I'm saying you pay us. If you're going to terminate a call at our tandem, you would choose to send your calls to end, office is what you're saying?

A Correct. I would -- you don't have a 2-B offering for me because your cell sites don't have the same functionality. So you want to come to me and you

want to order a 2-B, and I come to you and I say, I want to order A2-B from you. Don't have it. Because you don't have the same functionality.

Q Are you aware that Frank Heaton has asked for that?

A That's not what Frank Heaton has asked for. I'm not talking about me terminating traffic to him at my end office, I'm talking about me terminating traffic to him at a cell site.

Q At a cellular end office?

A To be terminated at that cell site via the RF frequencies to a cellular user without going through the MTSO.

Q Why would Sprint care whether it gets to go through the MTSO or not if we are just charging an end office termination rate for all of that Sprint traffic?

A I guess from a compensation issue, if that's what you want -- well, if you're willing to do that, what difference does it make? Why are we going through this proceeding? If that's your position, then if you want me to terminate to your MTSO and just charge me -- and that's what we're doing anyway. That's what we're proposing to do. So we accept your offer. This issue is off the table.

Q Well, one of the other issues would be you

have to deliver an SS-7 signal and that's why that issue comes back in.

A You can get SS -- our signal control point is in Altamonte Springs. It's got -- that's where we interconnect with it. That's where people in Tallahassee come to interconnect with it. That's where our signal control point is. There's two of them because we've got redundancy and you have access to it. Now, I know we do have an issue with you on giving you SS-7 down to the end office. But -- and I don't know -- but that's a technical issue because of the type of trunking. It's not that we can't give you SS-7 signalling. And it would --

Q Do you know --

A It would -- and where you want that is at the MTSO, not at the cell sites.

Q Do you know whether Sprint can deliver SS-7 signalling to the cellular tandem office and deliver voice traffic for the same calls to cellular end offices?

A We can -- when you say cellular end offices, you're talking about cell sites?

Q Right.

A We can deliver the traffic to you. You can't terminate it though.

MR. HEATON: Why don't you let us have that problem. You don't have to worry about our ability to move the call.

MR. REHWINKEL: Let me object. Wait. Let's --

MR. ADAMS: It's not your turn.

MR. REHWINKEL: It's only between Mr. Adams and Mr. Poag.

THE WITNESS: I'm not talking about delivering traffic to a cell site to interface with your transport facilities. I'm talking about delivering traffic to a cell site which has the switching capability to independently terminate that call. Okay.

When you say you want this at a cell site, I think you're talking about it being -- because that's where you got transport facility, you can take it from there to the MTSO. That's not what I'm talking about. I'm talking about when it goes to that cell site, doesn't go anywhere else and it terminates at that cell site.

BY MR. ADAMS: (Cont'g.)

Q But my question is, why do you care if you are only going to pay end office termination rates for all Sprint traffic terminated at a cellular end office,

you're going to pay 3.3 cents -- or point -- whatever the rate is.

A That's not the rate for reciprocal companies.

Q No, it's --

A I don't remember what it is either.

Q It's in Frank's testimony. It's not important for the question. But why do you care?

A Well --

Q If you have an option of delivering traffic at a lower price to interconnection, why do you care how we route or terminate the traffic?

A That's the whole point. I mean, that's what our position is. Our position is that you just bill us end office because that's the only functionality that you provide. I mean, you're the one -- I mean, Wireless One is the one that's saying we have to pay transport and we have to pay tandem switching.

Q That's when you deliver traffic to our wireless tandem, correct. Wireless One's position has been when the traffic comes from Sprint's Fort Myers tandem on Lee Street through the DS-3 to Wireless One's South Fort Myers tandem and then goes through our network, that you have to pay a tandem switching transport and end office termination rate.

A Yeah.

Q When you deliver to a cellular end office, on the other hand, you would pay an end office termination rate. It depends on the functionality that's provided. Do you not understand that?

A No, I do not understand that. Because when I deliver traffic to your cell site -- let me ask you this: I'm sorry. But if -- I've got to understand the question. Okay. When I deliver traffic to that cell site, where does that traffic go?

Q It terminates on our network.

A More specifically.

Q Why does that matter? Why does that matter to your response?

A Because I need to understand exactly what you're talking about.

Q You were here today for John Meyer's testimony, right?

A We didn't talk about this earlier today.

Q Okay. It's my job to ask the questions here.

A I know it's your job to ask the question. My response to you, unless you can tell me specifically the routing of that traffic, and I don't mean assumptions or hypotheticals, I mean, very explicitly, this is where it's going to go to and from, then I can

respond to your question.

Q Well, let me try to ask the question in a slightly different way.

If Wireless One agrees to charge Sprint end office termination rates, and let's just pull that out of the agreement here. It's .3587 cents per minute of use for all traffic that Sprint terminates to a cellular end office, why do you care what happens to the traffic inside our network?

A If that's what you're going -- if that's what you're going to charge me, then I probably don't care what's going to happen to it in your network. The problem that I have with this is that I don't think it's consistent from a pricing philosophy perspective and that was the point that I was trying to get to.

You're going to use more elements to terminate that call than you are one that I terminate to the MTSO. Okay. And I would not, quite frankly, want to enter into any kind of an agreement with anybody that had -- I would try not to anyway -- to have some inconsistency in pricing philosophy. Because I think you're going to set yourself up down the road for problems. And so I would try to establish, you know, a policy and stick with that policy and have that policy be consistent; that policy when you terminate

traffic to me or when I terminate traffic to you.

Q The problem with the policy that Sprint sees is Wireless One is put at a competitive disadvantage for every minute of traffic that is interexchanged because we would be paying Sprint .7954 cents for every minute and Sprint would be paying us .3587 cents for every minute and so there's a net outflow of cash, correct?

A No, that's not correct.

Q Why, what is incorrect about that?

A Because you can direct trunk and use 2-B connections so that you only pay the .003587. You don't pay any transport, you don't pay any tandem switching because my end office has the functionality to allow you to direct transport to it to terminate your traffic.

Q Can Sprint end offices receive the SS-7 signaling that we are delivering?

A I'm not familiar with the details of the discussions that you all have had on the SS-7. And conceptually, I mean, I don't know of any reason why we can't. I know that we do it with 360 in Tallahassee. Because I get caller ID delivered with my services in Tallahassee and I cannot imagine why we cannot do it down in Fort Myers. There may be some technical issue

but I think it can be overcome.

Q So if the other Sprint personnel have told Wireless One they cannot pick up a SS-7 signal at the end office, you don't know what the basis for that opinion is?

A Well, you have to go to the STP to pick up SS-7 and the STP's are in Altamonte and --

Q I'm talking about delivering mobile-to-land SS-7 signals through the end office connections.

A Once you're interfaced -- this is not my area of expertise. But once you're interfaced with the STP and the SCP and those units, they are all interconnected all back to all of our end offices. That's how all of our end offices have access to it.

Q So you're suggesting that the SS-7 signal could be sent over the tandem connection and the traffic delivered at the end office?

A It's a package switching network. Absolutely.

Q Do you -- are you aware that Sprint's local closest STP to Fort Myers is in Altamonte Springs, Winter Park?

A Yes.

Q And are you aware that Wireless One has to pay to haul that signal down to Fort Myers?

A And we have to pay to provide the facilities to get it down to Fort Myers for our offices too.

(At about 5:13 p.m.- Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q So it's correct then to say that you cannot provide SS-7 signaling directly at your Fort Myers tandem or at any of your Fort Myers LATA end offices?

A I'm going to -- again, whether we can or can't do that, I mean, I'm not sure. I know you have to do some different trunk configurations. And if those trunk configurations haven't been done, you can't get SS-7 directly. I still don't think that avoids you having to go to -- you have to go to an STP somewhere to get into the system. We don't have STP's at the end office.

Q Back to your testimony now, page thirteen. We come back to some of the features of Sprint's network that you identified earlier this afternoon, like host switches, remote switch served by the host and again at the subscriber line carrier nodes. Do you see that at lines ten through twelve?

A Yes.

Q Can you identify what each one of those pieces of equipment does on Sprint's network?

A No, not in great detail. I mean, you know, the host -- and they come in different configurations depending on who manufactures it. But the host would effectively be the big switch processor that would control some of the remote switch functions. But the remote switch in most cases, can originate and terminate calls. If the umbilical were taken down between the remote switch and the host, the remote switch could still continue to function and complete calls as long as they were originated within the remote switch serving area.

Beyond the remote switch, you would have subscriber line carrier units. You'd have cross boxes. And these are essentially loop functionalities that make the final connection to the end user.

Q Is there any intelligence in those --

A In the subscriber line carrier there is intelligence.

Q What does it do?

A It basically serves a concentrator functionality on the -- what we call the feeder side of the subscriber line carrier going back towards the host or remote. You would have, for example, two T1's or three T1's or four T1's. But on the -- what we call the distribution side, which would be where you take

the copper pairs out into the subdivisions, you'd have maybe 400. It would be whatever your cable sizes run. You could have 400 pair of cable, you could have 900 pair of cable. Since all of the 900 pairs aren't going to be in use at the same time, you don't need 900 pairs running back to the central office. So the subscriber line carrier effectively establishes the final link between the serving switch and the customer's premises. So it's a concentration and selection function. It is not a switching function like you have at the remote.

Q So it might be something like a repeater on a wireless network?

A No, it's not a repeater. It's probably more like what a cell site does. It makes that -- in your case, you're making that RF connection to the fixed facility going back to the MTSO. In our case, both sides are fixed but you still make that final connection at that subscriber line carrier. In our case, it's a little simpler because the mobile guy's not moving around, but it's still a concentration and a connection or a routing function.

Q What is a connectivity to these line concentrators at the serving switch?

A It varies depending on whether they're a

single-ended or a double-ended type of subscriber line carrier. I think the single-ended would be line control module. And there would be line cards on the field side of the subscriber lane carrier. There would be a line control module facing back to the switch as well.

Q What kind of equipment do you -- what brand name do you use for this?

A Northern Telecom and AT&T -- or excuse me -- Lucent. Those are two of them. There may be more.

Q I think it would be helpful to have you answer the same kind of questions that your counsel asked of Mr. Meyer.

Does a land-to-mobile call going over your network terminating on Wireless One's network, what pieces of equipment and functionality happens in that process?

A Are you talking about on my end?

Q Land-to-mobile call. Yeah, to the point where you deliver it to Wireless One.

A Well, I guess it depends on where the interconnections are. If it's in a 2-B scenario, it could --

Q Do it both ways?

A If it were in a 2-B scenario where we were

sending two-way traffic, it would be from the telephone in the subscriber's premises back over a loop local distribution facility to possibly a cross box or a subscriber line carrier to possibly a remote switch. Back to the host, and then I guess that would be the hand off for that. It would -- here again, it's going to depend on what kind of office where we have -- where there's a 2-B connection.

Q In what sense?

A In other words, I presume on 2-B's, there's probably going to be a hose office rather than a remote office for interconnection purposes.

Q How about a call that's routed back through your tandem?

A There would be the same -- basically the same scenario. Once you get to the host, you would go to the tandem and then you would pass it off at the demarcation or point of interconnection and it would go to the MTSO.

Q Now, going back to the local distribution, I believe you called it, the loop. The loop can have these different things that you've identified: A cross box or subscriber line carrier, correct?

A Correct.

Q Would you consider a remote switch to be part

of a local loop?

A Generally, in the historical terms, no. But in the unbundled network elements environment, because you can't get an unbundled -- I guess you can get it there. In some cases, we know we're going to have colocation at the host. When we've got colocation at the host, then we consider the loop to be everything from the host out. Because that's the part of the facility that we're going to have to provide.

I would say in some cases -- in the old traditional world, I would say that the remote is not part of the loop. But in the newer environment, I think there's going to be some cases where it's actually going to be included, at least, in terms of the distance from the host to the remote as part of the loop facility.

Q It would be conceivable that one of the customers of yours could have a direct connection to an end office, what you're calling a host office, right?

A Absolutely.

Q So there might not be any other pieces in the network between the subscriber and the end office?

A Correct. That's correct. Yeah.

Q Can your tandem switch deliver a call directly to a customer without any other equipment?

A The 200 does not provide line -- what we call line side interconnection capability. We do that in the Avon Park scenario but that's a special 200/100 hybrid switch. So I guess with special arrangements, I would say yes. But generally, no. That's the exception rather than the rule.

Q What else do you have in Fort Myers here on Lee Street? You've got a -- you said a DMS-200 earlier. Do you have an end office here also that's colocated?

A I do not know.

Q You must have some sort of end office here.

A Absolutely. There is a serving end office but they're entirely separate units.

Q Do you have any tariff definitions for any of the pieces of the network that you've just described?

A No. Those are not rate elements, per se, that go into the tariff.

Q There's no definition?

A There's not a charge. At least, there's not now. There may be as we get into additional unbundled elements. Currently, I don't think -- we do have loops in our local interconnection tariff. And then you've got the usage rate, the local switching, the transport, the tandem switching, but that's not the total unit

that's paying for a piece of it at a time.

Q What does a cross box do?

A A cross box basically helps you make more efficient utilization of pairs. It's kind of -- it's kind of a hard-wired concentration sort of an arrangement. If you've got -- let's say, three 200-pair subdivisions that you're serving, and you would bring those -- and since you're not going to be using all 200 pairs for each one of those -- out of each one of those cables, then you'd bring it back to a central location. And then coming into that location, you might have, again, 400 pairs going back to the central office. So you take the six -- some of those unused pairs in those cables and condense them down so that you've got a full able cable -- hopefully not too full -- 85 percent full, going back to the central office or the end office.

Q Are those just metallic lines or is there any kind of intelligence in that unit?

A To the best of my knowledge, those are just hard-wired metallic lines unless they came out with something new recently. Like I say, I've been away from this for a little while. I mentioned that they are hard-wired. They're hard-wired but you can go in if you need to get another pair to a particular area,

then the installer can go to that cross box and they can real easily rewire so that you get the additional pairs that you need one way or the other.

Q Are the metallic wires simply spliced together?

A No. There are terminals on both sides. You've basically got to -- it's almost kind of like a pegboard arrangement, except you go in and you tie the wires down on actual terminal blocks. But you can take them off and tie them down to a different one if you need to.

Q Are there any other pieces that we haven't talked about of your network?

A Those are the major pieces. I mean, they're -- like I said, there are repeaters, channel bank termination equipment and things like that throughout the network.

Q But it's your opinion that a cell site is functionally similar to a cross box?

A No, that's not what I said. I said a subscriber line carrier.

Q And can you -- what are the similarities there?

A Both of them make the final connection between the end user and the fixed facility going back

to the switch where the actual connection is made. Where the connection from one person on the call is made to the other person on the call, whether that be another cellular carrier or whether that be a land line customer.

But it effectively -- the cell site effectively is the connection of what I'll call a flexible loop. In other words, because you've got people out there that are moving around, that last piece of the loop is not really assigned to an individual user, but it's shared among many users. And all of the technology and things that you all have talked about is being there to make the cell site connection. That effectively just completes the loop.

Now, it's the same thing that the subscriber line carrier does. It completes the loop. When somebody picks up the phone, and it goes through that subscriber line carrier, then it finds a vacant path back to the end office.

Now, you have a more complex arrangement with the cellular scenario, but effectively, that's all you're doing, is you're completing that loop back to the end office.

Q Can your -- I think you've already answered this, and I believe you previously testified that your

network can operate without a subscriber line carrier node, correct?

A Correct.

Q Do you know, can a cellular network operate without a cell site?

A No, they can't. And I can't operate without wires and without terminal pedestals either. We've both got to have certain pieces to make it operate. The subscriber line carrier just functionally, except for the mobility issues, makes the same type of a connection that's made at a cell site.

Q Do you have a DS-3 connection at your subscriber line carrier node?

A If it's a big enough one, yes, we can do the DS-3 to it, yeah. I don't know what the sizes are. But the DS -- you would -- I don't think you'd take a DS-3 all the way to an individual subscriber line carrier unit. I don't think you'd do that to cell sites either. You may carry it there and you may pick up and you may drop pairs there. You mux and demux (phonetic) there. But then you take it on that ring on around somewhere else. We do the same thing but we do it with fiber optics. You're doing it with microwaves.

Q You do it at your end office?

A No, we do it to the subscriber line

carriers. In some cases, we go all the way to the customer's premises.

Q With what?

A With fiber optics and SONET ring technology.

Q Those would be business customers?

A Yeah, they would be business customers.

Q Where you have a T1 connection?

A Generally speaking, it's more than a T1. Several T1's and maybe a DS-3.

Q What does a pedestal do?

A A pedestal is what you see out here in somebody's yard, and where the cable TV folks have one and we'll have one. That's where you, generally speaking, have a looped up cable that terminates on a terminal block. And from that terminal block, you have the individual drop wires that run to the home or businesses. It's on an -- if it's an apartment complex, it might be a bigger unit on the back of the building or it could be inside.

Q Does that provide any functionality then other than -- would you consider that part of the loop?

A Yes, that's part of the loop.

Q So that's just pure distribution?

A Yes.

Q So that would be comparable to our radio

frequency, the RF signal?

A I would say that in -- I can't get a comparability of that to -- I mean, that is purely a hard-wire wire line element. But it would be -- and you don't have the same thing. You've got different things. You've got different things, probably more complex things. But it would be part of that RF signal. It would come in that area.

Q Would you consider the cross box to be part of the RF signal equivalency?

A I'm having trouble. There are different technologies out at that point and I don't consider a cross box RF technology. But let me put it this way: If you --

Q Do they serve an equivalent functions, I guess, is the question?

A I don't think you have -- I don't think you have that same -- you don't have that same function, in my mind, in the wireless. Because you're doing that through electronics. You're doing that through the base station controller and --

Q Would the subscriber line carrier be the functional equivalent of the RF distribution?

A I would say that that performs a similar connection function as a cell site does. In other

words, if the cell site -- you're out there doing all of this registration and identification and signal strength and those kind of things, but at some point in time, you're going to get that voice call or data, whatever, you're going to get that transmission over that RF signal to the cell site to a T1, going back to the MTSO. It's going -- the cell site is going to make that RF connection to that T1 going back to the MTSO. The MTSO is going to --

Q Yeah, I understand your testimony on that point. My question is more limited. I'm just talking about functional equivalence of the RF or radio, our wireless loop, so to speak. And the question is specifically, is a subscriber line carrier the functional equivalent of the RF signal, does it serve the same functionality?

A And you're saying the RF signal and I'm saying it's not a functional equivalent of the RF signal. It's that equipment that you have at the cell site which makes a connection of that RF signal to the fixed facility going back to the MTSO. So it's more than -- it's not the RF, it's that connection functionality.

Q Your testimony is that the cell site is the functional equivalent of the subscriber line carrier

node, correct?

A Where are you referring to my testimony?

Q Page thirteen, lines seven to thirteen.

A I think I'm very explicit there in what I just stated twice. And what this says, and that is that the cell site is the final link to the subscriber and so is a subscriber line carrier.

Q Okay. I'm just being more specific than that. And the testimony is that a subscriber line carrier is not like our -- it's not the functional equivalent of our RF signal; rather, it's the functional equivalent of our cell site. That's your testimony, right?

A My testimony is that it is like the cell site, it's the final link to the subscriber.

Q So yes?

A Well, you keep bringing in RF. I'm just saying it doesn't replace the RF or anything like that.

Q That's what I said.

A Your RF is like my distribution wires. That's separate and apart from the subscriber line carrier.

Q I'm just trying to find out in the pieces of the network that you've identified here today, what is your understanding of which piece is the functional

equivalent of which piece of our network. And I think we've established that the cross box is the functional equivalent of the RF signal, our wireless loop, was your earlier testimony?

A If I didn't -- I hope that's not what I said. I think I suggested that I struggled with making that analogy. Okay.

Q I'm just going to tell you what I'm going to do. I'm going to go through each one of these pieces and ask you the question: What part of the cellular network is the functional equivalent of each piece. Let's start with the cross box.

A I don't think --

Q Let me back up.

A Yeah. If I had somebody that was sitting at the cross box and changing pairs on demand like in a patch board, then that would begin to look like the connection functionality that's made at the cell site. It would be connecting distribution pair on the distribution side to feeder pair or fixed facilities going back to the end office on the other side. The only thing is that's hard-wired. So I was struggling to make that analogy. Okay. I didn't think it was a fair analogy.

Whereas with the subscriber line carrier, the

subscriber line carrier does it on a real time basis, the same as I perceive that it happens on the cellular side. So I think that is a more realistic comparison of the functionality in that both of them make the final connection from the end user, in your case, radio frequency, to the fixed facility; in our case, distribution facility to the fixed facility.

Q Okay. But you would agree with respect to subscriber line carrier that that is not an essential component of your network, that you can have a direct distribution link to your end user without having that piece of equipment in it, correct?

A Absolutely.

Q And I think you also testified that a cell site is an essential piece of equipment. You can't deliver a cellular call without a cell site, correct?

A That's correct.

Q That's all I'm asking. Is a line concentrating module a requirement to produce a call to an end user?

A No.

Q Why?

A I'm not -- you know, my background has been outside plant engineering, not necessarily switching. And I don't know -- I don't believe that with all types

of switches you have to have any kind of a line concentration. You might have a line control module but not necessarily a line concentration.

Q You would have to have one or the other, line concentration module or line --

A I'm not sure. I don't know.

Q That's beyond your expertise in this area?

A Yeah.

MR. REHWINKEL: Can we take a break, Bill, so I can find out how much longer they're going to be open here?

MR. ADAMS: I don't think I've got a whole lot more.

(At about 5:44 p.m. - a short recess was taken.)

(At about 5:48 p.m. - reconvened proceedings.)

MR. ADAMS: I think I am done. I don't have anything further.

MR. REHWINKEL: Okay.

(At about 5:52 p.m. - deposition concluded.)

STATE OF FLORIDA

COUNTY OF LEE

I have read my deposition, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the correction sheet hereof.

F. Ben Poag 10/24/97

Date

The foregoing instrument was acknowledged before me this 24th day of October, 1997, by F. Ben Poag, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public, State of Florida

My Commission No.: CC591942

Expires: 10-15-2000

NAME:

DATE:

ERRATA SHEET

PAGE	LINE	
26	13	Change "I agree" to "I disagree"
65	10&11	Change "A ICR-- IRC-- " to "An IC or RIC--"
76	8	Change "LATA had" to "LATA-wide"
96	3	Change "companies" to "compensation"
100	18	Change "package" to "packet"
104	4	Change "subscriber lane carrier" to "subscriber line carrier"
105	11	Change "hose" to "host"

DICHARIA & ASSOCIATES COURT REPORTING

CERTIFICATE OF OATH

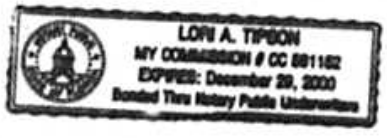
STATE OF FLORIDA

COUNTY OF LEE

I, the undersigned authority, certify that F. B. POAG personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 15th day of October, 1997.

Lori A. Tipson
Notary Public - State of Florida
My Commission No.: CC-581152
Expires: December 29, 2000



REPORTER'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF LEE

I, Lori A. Tipson, Court Reporter and Notary Public in and for the State of Florida at Large, certify that I was authorized to and did stenographically report the deposition of F. B. POAG; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

DATED this 21st of October, 1997.

Lori A. Tipson
DiCharia & Associates Court Reporting, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition By Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida for Arbitration with Sprint-Florida, Incorporated Pursuant to Section 252 of the Telecommunications Act of 1996.	))))	Docket No. 971194-TP

Notice of Deposition of F. Ben Poag Duces Tecum

To: Charles J. Rehwinkel, Esq.
General Attorney
Sprint-Florida, Inc.
P.O. Box 2214
MC FLTLHO0107
Tallahassee, Florida 32301

Notice is hereby given that Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida ("Wireless One") will take the deposition duces tecum of F. Ben Poag as if on cross examination, in the 5th floor conference room of Sprint-Florida, Inc., 1520 Lee Street, Ft. Myers, Florida, on Monday, October 20, 1997, commencing immediately after the conclusion of Sprint-Florida's noticed deposition of Francis J. Heaton. The deposition will continue from day to day until complete. The deposition will be used for discovery, at hearing, or for any other purpose allowed by law. The telephone number 941-335-0058 will be available to call for the deposition.

Mr. Poag is directed to bring with him at the time of his deposition, and make available for inspection and copying, the following:

1. A complete set of Sprint Florida, Incorporated's ("Sprint") current tariffs on file with the Florida Public Service Commission, including its mobile services, access, and intraLATA toll tariffs;

2. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current intraLATA toll tariff rates; and

3. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current mobile services tariff reverse option rate.

EXHIBIT
1 Poag
LAT 10-20-97

To the extent Sprint-Florida claims any of this information to be confidential, Wireless One agrees to protect the information under the non-disclosure agreement between the parties.

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)

113946.1

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Deposition Duces Tecum was served upon the following parties by facsimile and U.S. Mail on this 16th day of October, 1997.

William A. Adams

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

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd

h. Rate Table (Cont'd)

1) Basic Rate Table for All Classes of Service [1,2]

UNITED TELEPHONE

	Day	
Rate Mileage	Initial 1 Minute	Each Additional Minute
11 - 22	$ .24	$ .14
23 - 55	.24	.21
56 - 124	.24	.21
125 - 292	.24	.21

CENTRAL TELEPHONE

	Day	
Rate Mileage	Initial 1 Minute	Each Additional Minute
0 - 10	$ .17	$ .07
11 - 22	.18	.14
23 - 55	.24	.20
56 - 124	.24	.20
125 - 292	.24	.20

[1] Discounts apply as shown in D.1.h.3) following.
[2] Charges applicable to service between 0-10 miles can be found in A3.

EXHIBIT
2 Poag
LAT 10-2097

SPRINT-FLORIDA, INCORPORATED

SECTION A18
First Revised Sheet 23
Cancelling Original Sheet 23
Effective: July 20, 1997

By: F. B. Poag
Director

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd

h. Rate Table (Cont'd)

2) Additional Charges

a) The following charges are in addition to the Basic Rate Table preceding when the call is placed using the following operator services:

		Charge Per Call	
(1)	Station		
(a)	Customer Dialed Calling Card	$ .90	(I)
(b)	All other	1.10	(I)
(2)	Person		
(a)	All Calls	2.50	

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag
Director

SECTION A18
First Revised Sheet 24
Cancelling Original Sheet 24
Effective: July 20, 1997

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

#2

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd

h. Rate Table (Cont'd)

3) Discounts and Applicable Rate Periods

a) Discounts apply equally to the total charges for all messages with fractional amounts rounded down to the lower cent. Discounts do not apply to add on charges for customer dialed calling card, other station or person charges show in Section A18.D.1.h.(2) preceding.

Applicable Discounts

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
8:00 a.m. to 5:00 p.m.[1]	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	40% Disc	40% Disc	(R)
5:00 p.m. to 11:00 p.m.[1]	15% Disc	15% Disc	15% Disc	15% Disc	15% Disc	40% Disc	15% Disc	(R)
11:00 p.m. to 8:00 a.m.[1]	40% Disc	40% Disc	40% Disc	40% Disc	40% Disc	40% Disc	40% Disc	(R)

[1] To, but not including.

NOV 14 1994

T-94-589

Sprint
United Telephone-Florida
Centel-Florida

Box 165000
Mail Code 5920
Altamonte Springs, Florida 32716-5000
Telephone: 407-889-6405
Fax: 407-884-7020

F. B. (Ben) Poag
Director
Tariffs & Regulatory

November 2, 1994

Mr. Walter D'Haeseleer
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0865

Re: Rate Reduction Filing

Dear Mr. D'Haesseleer:

Enclosed are four copies each of the following United Telephone Company of Florida Access Service Tariff and General Exchange Tariff Pages:

Section E6	Fourth Revised Page 75
Section E16	Eighth Revised Page 4
Section A18	Fifth Revised Sheet 13 Second Revised Sheet 22.2
Section A25	Seventh Revised Sheet 15 Ninth Revised Sheet 17

This filing is being made in response to continuing pressure by our largest customers to reduce access charges. The filing impacts three major areas - switched access rates, cellular interconnection usage rates and intraLATA toll rates. The total proposed revenue reduction is projected to be $10.64M in 1995 (attachment A).

Switched access charge reductions account for $9M, or about 85%, of the total revenue reduction (attachment B). With expanded interconnection for both switched and special access in effect in the interstate jurisdiction, and expected to be approved in the intrastate jurisdiction, new opportunities for bypass have emerged. This proposed switched access rate reduction continues the process of reducing the rates for these more competitive services to a level that is sustainable in the long run.

EXHIBIT
3 Page
LAT 102097

T-94-589

Cellular interconnection rates are proposed to be reduced by $1.08M (attachment C). This revenue reduction is driven by the switched access rate reductions above and a change in the calculation of cellular usage on mobile-to-land calls. United and Centel presently use different methods for calculating this usage: United bills access time and Centel bills conversation time only. This tariff filing will establish consistency between the two companies with respect to the calculation of cellular usage by changing United's method to conversation time only.

Finally, United is proposing reductions in its intraLATA toll rates. These reductions are designed to respond to competition in this market as switched access charges are reduced and IXCs reduce their long distance rates. Basic MTS rates (attachment D) have been reduced less than switched access rates overall, but rates for TeleSaver (attachment E), United's intraLATA toll volume discount plan, have been reduced by an amount proportional to the switched access rate reduction. (Revised imputed access price floors for TeleSaver have been developed to account for the switched access rate reductions that have occurred since the floors were originally established in 1991. Attachment F provides additional supporting detail).

Acknowledgment, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is enclosed for this purpose.

Commission consideration and approval of the enclosed pages, with an effective date of January 1, 1995, is respectfully requested.

Sincerely,

Ben Poag
Director - Tariffs and Regulatory

Enclosures

Service	Pres. Rev.	Prop. Rev.	Rev. Change
CCL	$66,608,630	$57,607,887	($9,000,743)
Cellular	$4,665,111	$3,575,789	($1,089,322)
Telesaver	$429,131	$399,830	($29,301)
IntraLATA Toll	$42,497,188	$41,976,136	($521,052)
Total	$114,200,060	$103,559,642	($10,640,418)

SWITCHED ACCESS SERVICE

Service Description	Avg Monthly Billing Units*	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
Carrier Common Line - Terminating	76,126,703	$0.03820	$0.03360	($0.00460)	-12.0%	$34,896,481	$30,694,287	($4,202,194)
Carrier Common Line - Originating	86,930,234	$0.03040	$0.02580	($0.00460)	-15.1%	$31,712,149	$26,913,600	($4,798,549)
TOTAL	163,056,937					$66,608,630	$57,607,887	($9,000,743)

* Demand includes MABC (Section E16) Receivables.

INTERCONNECTION OF MOBILE SERVICES

Rate Change

Service Description	Access Minutes	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	$0.0349	$0.0334	($0.0015)	-4.3%	$3,134,810	$3,000,076	($134,734)
MOBILE TO LAND DISCOUNT	3,149,763	$0.0246	$0.0234	($0.0012)	-4.9%	$929,810	$884,453	($45,357)
LANDTO MOBILE INTRALATA INTRACOMPANY	776,747	$0.0634	$0.0586	($0.0046)	-7.3%	$590,949	$548,073	($42,876)
LANDTO MOBILE INTRALATA INTERCOMPANY	6,202	$0.1282	$0.1236	($0.0046)	-3.6%	$9,542	$9,199	($343)
Sub-Total	11,417,933					$4,665,111	$4,441,801	($223,310)

Access vs. Conversation Minutes

Service Description	Access Minutes	Conversation Minutes	Prop. Rate	Access to Conversation Decrease	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	5,816,474	$0.0334	(1,668,746)	-22.3%	$3,000,076	$2,331,243	($668,833)
MOBILE TO LAND DISCOUNT	3,149,763	2,447,558	$0.0234	(702,205)	-22.3%	$884,453	$687,274	($197,179)
LANDTO MOBILE INTRALATA INTRACOMPANY	776,747	776,747	$0.0586	0	0.0%	$548,073	$548,073	$0
LANDTO MOBILE INTRALATA INTERCOMPANY	6,202	6,202	$0.1236	0	0.0%	$9,199	$9,199	$0
Sub-Total	11,417,933	9,046,982				$4,441,801	$3,575,789	($866,012)

Total ($1,089,322)

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
Two-Point Service Between Land Wire Telephones								
11-22 DAY 1ST MINUTE	752,006	$0.2500	$0.2400	($0.0100)	-4.0%	$2,256,017	$2,165,776	($90,241)
23-55 DAY 1ST MINUTE	1,972,878	$0.2500	$0.2400	($0.0100)	-4.0%	$5,918,634	$5,681,889	($236,745)
56-124 DAY 1ST MINUTE	195,519	$0.2500	$0.2400	($0.0100)	-4.0%	$586,528	$563,067	($23,461)
125-292 DAY 1ST MINUTE	4	$0.2500	$0.2400	($0.0100)	-4.0%	$13	$12	($1)
11-22 DAY ADDL MINUTE	1,863,529	$0.1400	$0.1400	$0.0000	0.0%	$3,130,729	$3,130,729	$0
23-55 DAY ADDL MINUTE	4,450,348	$0.2100	$0.2100	$0.0000	0.0%	$11,214,876	$11,214,876	$0
56-124 DAY ADDL MINUTE	530,251	$0.2100	$0.2100	$0.0000	0.0%	$1,336,232	$1,336,232	$0
125-292 DAY ADDL MINUTE	14	$0.2100	$0.2100	$0.0000	0.0%	$34	$34	$0
11-22 EVENING 1ST MINUTE	390,757	$0.1875	$0.1800	($0.0075)	-4.0%	$879,203	$844,035	($35,168)
23-55 EVENING 1ST MINUTE	773,245	$0.1875	$0.1800	($0.0075)	-4.0%	$1,739,801	$1,670,209	($69,592)
56-124 EVENING 1ST MINUTE	88,188	$0.1875	$0.1800	($0.0075)	-4.0%	$198,418	$190,481	($7,937)
125-292 EVENING 1ST MINUTE	2	$0.1875	$0.1800	($0.0075)	-4.0%	$5	$5	$0
11-22 EVENING ADDL MINUTE	1,629,275	$0.1050	$0.1050	$0.0000	0.0%	$2,052,886	$2,052,886	$0
23-55 EVENING ADDL MINUTE	3,630,176	$0.1575	$0.1575	$0.0000	0.0%	$6,861,033	$6,861,033	$0
56-124 EVENING ADDL MINUTE	543,150	$0.1575	$0.1575	$0.0000	0.0%	$1,026,554	$1,026,554	$0
125-292 EVENING ADDL MINUTE	5	$0.1575	$0.1575	$0.0000	0.0%	$10	$10	$0
11-22 NGHT/WKND 1ST MINUTE	299,292	$0.1250	$0.1200	($0.0050)	-4.0%	$446,939	$430,981	($17,958)
23-55 NGHT/WKND 1ST MINUTE	581,565	$0.1250	$0.1200	($0.0050)	-4.0%	$872,348	$837,454	($34,894)
56-124 NGHT/WKND 1ST MINUTE	58,383	$0.1250	$0.1200	($0.0050)	-4.0%	$87,574	$84,071	($3,503)
125-292 NGHT/WKND 1ST MINUTE	1	$0.1250	$0.1200	($0.0050)	-4.0%	$2	$2	$0
11-22 NGT/WKND ADDL MINUTE	933,669	$0.0700	$0.0700	$0.0000	0.0%	$784,282	$784,282	$0
23-55 NGT/WKND ADDL MINUTE	2,086,300	$0.1050	$0.1050	$0.0000	0.0%	$2,628,738	$2,628,738	$0
56-124 NGT/WKND ADDL MINUTE	305,523	$0.1050	$0.1050	$0.0000	0.0%	$384,959	$384,959	$0
125-292 NGT/WKND ADDL MINUTE	2	$0.1050	$0.1050	$0.0000	0.0%	$3	$3	$0
Total	21,084,070					$42,407,818	$41,888,318	($519,500)

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
11-22 DAY 1ST MIN	3,079	$0.1750	$0.1680	($0.0070)	-4.0%	$6,466	$6,207	($259)
23-55 DAY 1ST MIN	4	$0.1750	$0.1680	($0.0070)	-4.0%	$9	$8	($1)
56-124 DAY 1ST MIN	0	$0.1750	$0.1680	($0.0070)	-4.0%	$0	$0	$0
125-292 DAY 1ST MIN	0	$0.1750	$0.1680	($0.0070)	-4.0%	$0	$0	$0
11-22 DAY ADDL MIN	7,319	$0.0980	$0.0980	$0.0000	0.0%	$8,608	$8,608	$0
23-55 DAY ADDL MIN	13	$0.1470	$0.1470	$0.0000	0.0%	$22	$22	$0
56-124 DAY ADDL MIN	0	$0.1470	$0.1470	$0.0000	0.0%	$0	$0	$0
125-292 DAY ADDL MIN	0	$0.1470	$0.1470	$0.0000	0.0%	$0	$0	$0
11-22 EVENING 1ST MIN	2,299	$0.1313	$0.1260	($0.0053)	-4.0%	$3,623	$3,476	($147)
23-55 EVENING 1ST MIN	5	$0.1313	$0.1260	($0.0053)	-4.0%	$8	$8	$0
56-124 EVENING 1ST MIN	0	$0.1313	$0.1260	($0.0053)	-4.0%	$0	$0	$0
125-292 EVENING 1ST MIN	0	$0.1313	$0.1260	($0.0053)	-4.0%	$0	$0	$0
11-22 EVENING ADDL MIN	10,308	$0.0735	$0.0735	$0.0000	0.0%	$9,092	$9,092	$0
23-55 EVENING ADDL MIN	26	$0.1103	$0.1103	$0.0000	0.0%	$35	$35	$0
56-124 EVENING ADDL MIN	0	$0.1103	$0.1103	$0.0000	0.0%	$0	$0	$0
125-292 EVENING ADDL MIN	0	$0.1103	$0.1103	$0.0000	0.0%	$0	$0	$0
11-22 NT/WKND 1ST MIN	1,562	$0.0875	$0.0840	($0.0035)	-4.0%	$1,641	$1,575	($66)
23-55 NT/WKND 1ST MIN	3	$0.0875	$0.0840	($0.0035)	-4.0%	$3	$3	$0
56-124 NT/WKND 1ST MIN	0	$0.0875	$0.0840	($0.0035)	-4.0%	$0	$0	$0
125-292 NT/WKND 1ST MIN	0	$0.0875	$0.0840	($0.0035)	-4.0%	$0	$0	$0
11-22 NT/WKND ADDL MIN	5,377	$0.0490	$0.0490	$0.0000	0.0%	$3,162	$3,162	$0
23-55 NT/WKND ADDL MIN	10	$0.0735	$0.0735	$0.0000	0.0%	$9	$9	$0
56-124 NT/WKND ADDL MIN	0	$0.0735	$0.0735	$0.0000	0.0%	$0	$0	$0
125-292 NT/WKND ADDL MIN	0	$0.0735	$0.0735	$0.0000	0.0%	$0	$0	$0
Total	30,007					$32,678	$32,205	($473)

The calculation of the rates is based on 70% of IntraLATA Toll Rates

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
OEAS II USAGE CHARGES								
11-22 DAY 1ST MIN	11,804	$0.1250	$0.1200	($0.0050)	-4.0%	$17,706	$16,997	($709)
23-55 DAY 1ST MIN	3,230	$0.1250	$0.1200	($0.0050)	-4.0%	$4,844	$4,651	($193)
56-124 DAY 1ST MIN	0	$0.1250	$0.1200	($0.0050)	-4.0%	$0	$0	$0
125-292 DAY 1ST MIN	0	$0.1250	$0.1200	($0.0050)	-4.0%	$0	$0	$0
11-22 DAY ADDL MIN	19,680	$0.0790	$0.0700	$0.0000	0.0%	$16,531	$16,531	$0
23-55 DAY ADDL MIN	5,639	$0.1050	$0.1050	$0.0000	0.0%	$7,105	$7,105	$0
56-124 DAY ADDL MIN	0	$0.1050	$0.1050	$0.0000	0.0%	$0	$0	$0
125-292 DAY ADDL MIN	0	$0.1050	$0.1050	$0.0000	0.0%	$0	$0	$0
11-22 EVENING 1ST MIN	1,972	$0.0938	$0.0900	($0.0038)	-4.1%	$2,219	$2,129	($90)
23-55 EVENING 1ST MIN	333	$0.0933	$0.0900	($0.0038)	-4.1%	$375	$359	($16)
56-124 EVENING 1ST MIN	0	$0.0938	$0.0900	($0.0038)	-4.1%	$0	$0	$0
125-292 EVENING 1ST MIN	0	$0.0938	$0.0900	($0.0038)	-4.1%	$0	$0	$0
11-22 EVENING ADDL MIN	5,211	$0.0525	$0.0525	$0.0000	0.0%	$3,283	$3,283	$0
23-55 EVENING ADDL MIN	994	$0.0788	$0.0788	$0.0000	0.0%	$940	$940	$0
56-124 EVENING ADDL MIN	0	$0.0788	$0.0788	$0.0000	0.0%	$0	$0	$0
125-292 EVENING ADDL MIN	0	$0.0788	$0.0788	$0.0000	0.0%	$0	$0	$0
11-22 NT/WKND 1ST MIN	1,970	$0.0625	$0.0600	($0.0025)	-4.0%	$1,477	$1,418	($59)
23-55 NT/WKND 1ST MIN	400	$0.0625	$0.0600	($0.0025)	-4.0%	$300	$288	($12)
56-124 NT/WKND 1ST MIN	0	$0.0625	$0.0600	($0.0025)	-4.0%	$0	$0	$0
125-292 NT/WKND 1ST MIN	0	$0.0625	$0.0600	($0.0025)	-4.0%	$0	$0	$0
11-22 NT/WKND ADDL MIN	3,506	$0.0350	$0.0350	$0.0000	0.0%	$1,472	$1,472	$0
23-55 NT/WKND ADDL MIN	698	$0.0525	$0.0525	$0.0000	0.0%	$440	$440	$0
56-124 NT/WKND ADDL MIN	0	$0.0525	$0.0525	$0.0000	0.0%	$0	$0	$0
125-292 NT/WKND ADDL MIN	0	$0.0525	$0.0525	$0.0000	0.0%	$0	$0	$0
Total	55,435					$56,692	$55,613	($1,079)

The calculation of the rates is based on 50% of IntraLATA Toll Rates

Service Description	Average Billing Units	Pres. Rate	Prop. Rate	$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
RES-1 HR MO MINIMUM	27,804	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$46,711	$43,374	($3,337)
RES-EACH ADDL MIN	72,533	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$121,855	$113,151	($8,704)
BUS-2 HR MO MINIMUM	20,532	$ 0.1600	$ 0.1500	($0.0100)	-6.3%	$39,421	$36,958	($2,463)
BUS-EACH ADDL MIN	39,745	$ 0.1600	$ 0.1500	($0.0100)	-6.3%	$76,310	$71,541	($4,769)
BUS-10 HR MO MINIMUM	20,344	$ 0.1500	$ 0.1400	($0.0100)	-6.7%	$36,619	$34,178	($2,441)
BUS-EACH ADDL MIN	16,683	$ 0.1500	$ 0.1400	($0.0100)	-6.7%	$30,029	$28,027	($2,002)
BUS-25 HR MO MINIMUM	24,247	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$40,735	$37,825	($2,910)
BUS-EACH ADDL MIN	22,292	$ 0.1400	$ 0.1300	($0.0100)	-7.1%	$37,451	$34,776	($2,675)
Total	244,180					$429,131	$389,830	($39,301)

Originating Switched Access

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	0.0644

Terminating Switched Access

B) Service	Rates	
Carrier Common Line	0.0336	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	0.0666

C) Average Access rate per conv. minute (A+B)	0.1310
D) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Billed MTS Minutes/Message	4.8400
E) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Conversation MTS Minutes/Message (Accounts for 30 sec. rounding)	4.3400
F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E)	1.1152
G) Average Access rate per conv. minute (from C above)	0.1310
H) Factored Average Access rate per conv. minute (G/F)	0.1175
I) PRICE FLOOR FOR RESIDENTIAL TELESAVER	0.1175

Originating Switched Access

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	0.0644

Terminating Switched Access

B) Service	Rates	
Carrier Common Line	0.0336	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	0.0666

C) Average Access rate per conv. minute (A+B)	0.1310
D) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Billed MTS Minutes/Message	2.9000
E) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Conversation MTS Minutes/Message (Accounts for 30 sec. rounding)	2.4000
F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E)	1.2083
G) Average Access rate per conv. minute (from C above)	0.1310
H) Factored Average Access rate per conv. minute (G/F)	0.1084
I) PRICE FLOOR FOR BUSINESS TELESAVER	0.1084

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Sheet 17

Effective: January 1, 1997

E3. CARRIER COMMON LINE ACCESS

E3.8 Rates and Charges

A. The rate for Carrier Common Line Access is:

1. Carrier Common Line

	United Telephone Rate	Central Telephone Rate	USOC
(a) Originating Access Minute, each	.0258	.0304	NA
(b) Terminating Access Minute, each	.0336	.0382	NA

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

	United Telephone	Central Telephone
- Per Access Minute	$ 0.010824	$0.017333

E6.8.2 Switched Transport

A. Entrance Facility

	Monthly Rate	Nonrecurring Charge
1. Voice Grade		
- Four Wire	$ 80.00	$144.00
2. DS1		
- Zone 1	$189.00	$360.00
- Zone 2	$210.00	$360.00
- Zone 3	$220.50	$360.00

3. DS3
- Per DS3

	Monthly Rate			
	Within CO	0-3 Miles	Over 3 Miles	Nonrecurring Charge
Zone 1	$832	$1,463	$2,577	$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 136

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

B. Direct-Trunked Transport

	Monthly Rate		Nonrecurring
	Fixed	Per Mile	Charge
1. Voice Grade			
- Per Channel	$ 33.80	$ 1.80	$ 87
2. DS1			
- Zone 1	$ 63.90	$ 10.80	$200
- Zone 2	71.00	12.00	200
- Zone 3	74.55	12.60	200
3. DS3			
- Zone 1	$460.00	$219.00	$300
- Zone 2	472.00	243.00	300
- Zone 3	496.00	255.00	300

C. Tandem-Switched Transport

	Rate
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	$.000180
Zone 2	$.000200
Zone 3	$.000210
Facility, per Access Minute per mile	
Zone 1	$.000036
Zone 2	$.000040
Zone 3	$.000042
2. Tandem Switching Per Access Minute	
Zone 1	$.000792
Zone 2	$.000880
Zone 3	$.000924

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 137
Cancels Original Page 137

Effective: April 15, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

D. Chargeable Optional Feature

Multiplexing

	Monthly Charge	Nonrecurring Charge
DS1 to Voice Grade:		
- Zone 1	$270.00	$142.00
- Zone 2	$300.00	$142.00
- Zone 3	$315.00	$142.00
DS3 to DS1:		
- Zone 1	$540.00	$ 91.00
- Zone 2	$600.00	$ 91.00
- Zone 3	$630.00	$ 91.00

E. Installation

Nonrecurring Charge	Rate
- Per Trunk or Line	$300.00

F. Common Transport Trunk Group Performance Data Report - United Telephone (N)

Nonrecurring Charge	Rate
- Per Magnetic Tape	$ 50.00
- Other Media	ICB

G. Network Blocking Charge (Applies to FGD)

- Per Call Blocked	$.0080

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 138

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features

1. Supervisory Signaling

a. DX Supervisory Signaling arrangement
- Per Transmission Path[1]

b. SF Supervisory Signaling
- Per Transmission Path[4]

c. E&M Type 1 Supervisory Signaling arrangement
- Per Transmission Path[1]

d. E&M Type II Supervisory Signaling arrangement
- Per Transmission Path[1]

e. E&M Type III Supervisory Signaling
- Per Transmission Path[1]

f. Tandem Supervisory Signaling
- Per Transmission Path[4]

Note [1] Available with Interface Groups 1 and 2.
Note [2]: Available with Interface Groups 2 and 6 through 9.
Note [3]: Available with Interface Groups 1 and 2 for FGC and FGD.
Note [4]: Available with Interface Group 2 for FGA.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 139

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features (Cont'd)

2. Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company

- Per Transmission Path[1]

3. Customer specification of Switched Transport Termination Four-wire termination in lieu of two-wire termination

- Per Transmission Path[2]

4. Switched digital 56 Kbps (e.g., SwitchLink Plus℠) services access capability

- Per Trunk arranged[3]

I. CCS/SS7 Interconnection

1. Local Channel

- Per Point of Termination

	Monthly Rate	Nonrecurring Charge Initial	Additional
- 56.0 kbps	$ 69.10	$350.00	$ 99.00
- 1.544 Mbps	140.90	745.00	335.00

Note 1: Available with Interface Groups 2 through 9 for FGA and FGB. The range of transmission levels which may be specified is described in Technical Reference PUB TR-NPL-000334.

Note 2: Available with Feature Group B with Type B Transmission Specifications.

Note 3: Available with Interface Group 6 through 9 for Feature Group D.

ACCESS SERVICE TARIFF

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

I. CCS/SS7 Interconnection (Cont'd)

2. Interoffice Channel

	Fixed Monthly Charge	Monthly Charge Per Mile	Nonrecurring Charge per Channel
(a) 56.0 Kbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	$ 37.55	$ 3.80	$ 36.00
(3) 9 - 25 miles	37.55	3.70	36.00
(4) Over 25 miles	37.55	3.60	36.00
(b) 1.544 Mbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	$ 64.35	$ 29.80	$ 200.00
(3) 9 - 25 miles	64.35	27.95	200.00
(4) Over 25 miles	64.35	26.10	200.00

3. Multiplexing

DS1 to DS0 (required with 1.544 Mbps)

- Per Arrangement

	Monthly Rate	Nonrecurring Charge Initial	Additional
Each	$119.80	$66.00	$180.00

4. STP Port Charge

	Monthly Rate	Nonrecurring Charge
Per Port	$485.00	None

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

A. Local Switching

	Rate
1. Per Access Minute	$.0177

2. Common Switching Nonchargeable Optional Features

a. Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group

b. Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group

c. Hunt Group Arrangement, available with FGA, Per Transmission Path Group

d. Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group

e. Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path

f. Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity

g. Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch

h. Cut-Through, available with FGD, Per End Office or Access Tandem

i Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group

j. Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group

k. Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 142

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

2. Common Switching Nonchargeable Optional Features

l. Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group

m. Service Class Routing, available with FGC and FGD, Per Transmission Path Group

n. Alternate Traffic Routing

- Multiple Customer Premises Alternate Routing, available with FGB, FGC, and FGD, Per Transmission Path or Transmission Path Group

- End Office Alternate Routing when ordered in Trunks, available with FGB and FGD, Per Transmission Path or Transmission Path Group

o. Trunk Access Limitation Arrangement, available with FGC and FGD, Per End Office

p. Call Gapping Arrangement, available with FGD, Per End Office

q. Band Advance Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per arrangement

r. End Office End User Line Service Screening on Dedicated Access Line Service, available with FGC and FGD[1], Per Transmission Path

Note [1]: This feature is required for originating only Dedicated Access Lines.

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

2. Common Switching Nonchargeable Optional Features (Cont'd)

s. Hunt Group Arrangement for Dedicated Access Lines Service, available with FGC and FGD, Per Transmission Path Group

t. Uniform Call Distribution Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path Group

u. Nonhunting Number for use with Hunt Group Arrangement or U.C.D. Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path

v. Switched digital 56 Kbps (e.g., SwitchLink Plus℠) services switching capability, available with Feature Group D only, Per Trunk Arrangement

w. Enhanced Call Denial, available with FGA only, Per Line Equipped

x. Prohibit 10XXX, available only with WATS Arrangement Option, Per Arrangement Equipped

y. Calling Party Number, Per end office, per trunk group

z. Charge Number, Per end office, per trunk group

aa. Carrier Selection Parameter, Per end office, per trunk group

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 144
Cancels Original Page 144

Effective: April 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

3. Transport Termination Nonchargeable Options

a. Line Side Terminations for FGA

(1) Two Way Operation
- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(2) Terminating Operation
- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(3) Originating Operation
- Loop Start
- Ground Start

b. Standard Trunk Terminations for FGB, FGC, and FGD

(1) Standard Trunk for Originating, Terminating or Two-Way operation, available with FGB, FGC and FGD

(2) Rotary Dial Station Signaling Trunk, available with FGB

(3) Operator Trunk, available with FGB or FGC, and FGD when used in conjunction with Inward Operator Services (D)

(4) Operator Trunk, Full Feature Arrangement, available with FGD

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

4. Trunk Conversion Charge

Nonrecurring charges will apply when a customer requests a conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency signaling as specified below.

	Nonrecurring Charge
- Per 24 Channels Converted or Fraction Thereof	$50.52

5. End Office to Tandem Rearrangement Charge

Nonrecurring charges as specified below will apply when a customer requests end office or tandem rearrangement of FGD trunks as set forth in 6.7.1*** preceding.

	Nonrecurring Charge
- Per 24 Channels Converted or Fraction Thereof	$63.15

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 146

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

6. Calling Party Number Parameter Charge[1]

Nonrecurring charges as specified below will apply when a customer requests the Calling Party Number Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

	Nonrecurring Charge
- Per End Office Equipped	$21.05

7. Carrier Selection Parameter[1]

Nonrecurring charges as specified below will apply when a customer requests the Carrier Selection Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

	Nonrecurring Charge
- Per End Office Equipped	$21.05

Note[1] If both the Carrier Selection Parameter and the Calling Party Number Parameter optional features are requested on the same access order, only one nonrecurring parameter charge will apply.

ACCESS SERVICE TARIFF

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

B. Line Terminations

Dedicated Access Line Terminations Nonchargeable Options

1. Line Side Terminations:

   a. Originating Only Loop Start, Line Side Connection, with DTMF Address Signaling Per Transmission Path

   b. Originating Only Loop Start, Line Side Connection, with Dial Pulse Address Signaling Per Transmission Path

   c. Originating Only Ground Start, Line Side Connection, with DTMF Address Signaling Per Transmission Path

   d. Originating Only Ground Start, Line Side Connection, with Dial Pulse Address Signaling Per Transmission Path

   e. Terminating Only Loop Start, Line Side Connection Per transmission Path

   f. Terminating Only Ground Start, Line Side Connection Per Transmission Path

2. Trunk Side Terminations:

   Terminating Only Trunk Side Connection for forwarding of Dialed Number Identification to End User Per Transmission Path

C. 900 Access Service NXX Activation Charge - Central Telephone

1. Per Company End Office Switch or Access Tandem in which translations are required

	Nonrecurring Charge
a. First NXX Code submitted on ASR	$43.61
b. Additional NXX Codes submitted on the same ASR	$21.51

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 148

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service

A. Monthly Rate

1. Access Lines

		Monthly Rate	USOC
(a)	2 wire InterLATA OutWATS, only[1,2]	$38.00	X2B
(b)	4 wire InterLATA OutWATS, only[1,2]	38.00	X4B

2. Access Line Extensions

a. Located in the Same Exchange as Main Termination

(1) First extension termination on different premises from main termination

Each	$25.00	WSP++

(2) Additional termination in same building as main or other extension termination

Each[3]	-	WSS++

(3) First extension termination in different building, same premises as main or other extension termination

Each	$ 9.25	WSD++

Note[1]: The Dedicated Access Line Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services.

Note[2]: This service will be available 60 days from receipt of the first request for service.

Note[3]: Nonrecurring charge applies.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 149

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

2. Access Line Extensions (Cont'd)

	Monthly Rate	USOC
b. Located in Different Exchange from Main Termination within same LATA		
(1) Interexchange channel mileage charges and channel terminal charges apply as specified for series 2000 channels in this Company's General Exchange Tariff plus:		
(a) First termination	$25.00	EWW++
(b) Additional termination in same building with first or other tension termination, each[1]	-	WSS++
(c) Additional termination in different building, same premises as first or other extension termination, each	$ 9.25	WSD++
(d) Additional termination on different premises, same exchange as first termination, each	$ 25.00	WSP++
3. Four-Wire Terminating Arrangement		
Each arrangement[2]	$10.00	4WA

Note[1]: Nonrecurring charge applies.
Note[2]: This charge is in addition to the access line monthly recurring charges.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 150

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges

Service Ordering Charge - The term Service Ordering Charge means the charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer requests for service.

Central Office Work Charge and New Line Connection Charge - Covers work associated with establishing or changing each WATS access line or access line extension connection.

Premises Visit Charge - The term Premises Visit Charge means the charge that applies for a visit to the customer's premises to perform work, other than disconnect work, requested by the customer.

1. For installation of WATS access lines, extensions or four-wire terminating arrangements

a. Access Lines and Extension Lines

		Nonrecurring Charge	
		United Telephone	Central Telephone
(1)	Service Ordering - Primary Each order	$35.00	$22.00
(2)	Service Ordering - Secondary Each order	$12.50	$14.00
(3)	Central Office Work Charge[1] Each	$19.50	$21.05
(4)	New Line Connection Charge[1] Each	$31.50	$34.00
(5)	Premises Visit Each visit	$19.00	$30.00

b. Four-Wire Terminating Arrangements

(1)	This charge is in addition to the access line nonrecurring charges. Each arrangement	$17.00	$21.15

Note[1]: Central Office Work Charge is applicable for all access lines connected.
Note[2]: New Line Connection Charge is applicable for all new access lines or additional access lines over and above the number previously installed at a premises.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 151

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

For moving a dedicated access line or extension line

	Nonrecurring Charge	
	United Telephone	Central Telephone
a. Inside Move		
(1) Service Ordering Each order	$12.50	$14.00
(2) Premises Visit Each visit	$19.00	$30.00

b. Outside Move, Different Building

Moves to a different building will be treated as a disconnect of the existing access line or extension and installation charges as specified in A19 of the General Exchange Tariff will be applicable.

ACCESS SERVICE TARIFF

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

3. Conversion Charges

a. Changing the TFC Service telephone number to a different number at the request of the customer

	Nonrecurring Charge	
	United Telephone	Central Telephone
(1) Service Ordering Each order	$12.50	$14.00
(2) Central Office Work Charge[1] Each	$19.50	$21.05

b. Separating an existing TFC Service into two or more hunting arrangements which contain the same TFC Service access lines as the original hunting arrangement

(1) Service Ordering Each order	$12.50	$14.00
(2) Central Office Work Charge[1] Each	$19.50	$21.05

Note[1]: Central Office Work Charge is applicable for all access lines connected.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 153
Cancels Original Page 153

Effective: July 15, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'd) (C)

B. Installation Charges (Cont'd)

3. Conversion Charges (Cont'd)

c. Combining two or more TFC Service hunting arrangements into a single hunting arrangement containing the same TFC Service access lines.

	Nonrecurring Charge	
	United Telephone	Central Telephone
(1) Service Ordering Each order	$12.50	$14.00
(2) Central Office Work Charge[1] Each	$19.50	$21.05

4. Conversion to a Four-Wire Termination Arrangement

Each arrangement[1]	$85.75	$107.19

Note[1]: Central Office Work Charge is applicable for all access lines connected. (N)

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 154
Cancels Original Page 154

Effective: July 15, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.5 Toll Free Code (TFC) Access Service

		Nonrecurring Charge	
		United Telephone	Central Telephone
A.	TFC Access Service Data Base Query - per query	$0.008037	$.01623
B.	TFC Data Base Optional Features* - per query	$0.001344	$.00137

* When a combination of one or more TFC Data Base Optional Service Features is used, only one charge will apply.

(D)

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 155

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.6 900 Access Service - United Telephone

Additions or deletions of 900 NXX codes routed to a customer

		Nonrecurring Charge
A.	Per Company end office switch (including end office collocated with access tandem)	
	Assembly of Route Pattern - applies only on initial request for 900 Access Service	$ 4.91
B.	Per Company access tandem or end office switch providing six digit screening	
	Activation or deactivation of each 900 NXX code contained in the same request per access tandem or screening end office	$ 1.64

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 156

Effective: February 18, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd) (N) (+)

E6.8.7 500 Access Service

Additions or deletions of 500 NXX codes routed to a customer

	Nonrecurring Charge	USOC
A. Per Company end office switch (including end office collocated with access tandem)		
Assembly of Route Pattern - applies only on initial request for Interim 500 Access Service		
1+ Dialing	$33.50	51ARP
0+ Dialing	33.50	50ARP
B. Per Company access tandem or end office switch providing six digit screening		
Activation or deactivation of each 500 NXX code contained in the same request per access tandem or screening end office		
1+ Dialing	$11.20	ADN51
0+ Dialing	11.20	ADN50
C. Pass-Through Charge		
- per query	$ 0.010000	(N)

FAX

Date 10/24/97

Number of pages including cover sheet 7

TO: Bill Adams

Phone
Fax Phone 614-221-0479

FROM: Charles J. Rehwinkel
Sprint
Post Office Box 2214
FLTLHO0107
Tallahassee, Florida 32316

Phone 850/847-0244
Fax Phone 850/878-0777

CC:

REMARKS: ☐ Urgent ☐ For your review ☐ Reply ASAP ☐ Please Comment

Bill:

Enclosed are the tariff sheets requested in Ben's deposition. Also included is the errata sheet. In return can you fax me the list of end offices identified in John Meyer's deposition and the errata sheets from Frank's and John's depositions as soon as they are available.

Thanks,

Charles

EXHIBIT
5 Pages
LAT 10-24-97
ALL-STATE® INTERNATIONAL

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

A. Local Switching	Rate
1. Per Access Minute	$.0177

2. Common Switching Nonchargeable Optional Features

a. Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group

b. Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group

c. Hunt Group Arrangement, available with FGA, Per Transmission Path Group

d. Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group

e. Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path

f. Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity

g. Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch

h. Cut-Through, available with FGD, Per End Office or Access Tandem

i Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group

j. Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group

k. Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 135
Cancels Original Page 135

Effective: October 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

(D)
+
(D) (N)
(C)

	Rate
- Per Access Minute	$0.010016

E6.8.2 Switched Transport

A. Entrance Facility

		Monthly Rate	Nonrecurring Charge
1.	Voice Grade - Four Wire	$ 80.00	$144.00
2.	DS1 - Zone 1 - Zone 2 - Zone 3	$189.00 $210.00 $220.50	$360.00 $360.00 $360.00
3.	DS3 - Per DS3		

	Monthly Rate			
	Within CO	0-3 Miles	Over 3 Miles	Nonrecurring Charge
Zone 1	$832	$1,463	$2,577	$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 17
Cancels Original Sheet 17

Effective: October 1, 1997

E3. CARRIER COMMON LINE ACCESS

E3.8 Rates and Charges

A. The rate for Carrier Common Line Access is:

1. Carrier Common Line (D)

	Rate	USOC	
			(D)
(a) Originating Access Minute, each	$0.0258	NA	(C)
(b) Terminating Access Minute, each	$0.0336	NA	(C)

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

B. Direct-Trunked Transport

	Monthly Rate		Nonrecurring
	Fixed	Per Mile	Charge
1. Voice Grade			
- Per Channel	$ 33.80	$ 1.80	$ 67
2. DS1			
- Zone 1	$ 63.90	$ 10.80	$200
- Zone 2	71.00	12.00	200
- Zone 3	74.55	12.60	200
3. DS3			
- Zone 1	$460.00	$219.00	$300
- Zone 2	472.00	243.00	300
- Zone 3	496.00	255.00	300

C. Tandem-Switched Transport

	Rate
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	$.000180
Zone 2	$.000200
Zone 3	$.000210
Facility, per Access Minute per mile	
Zone 1	$.000036
Zone 2	$.000040
Zone 3	$.000042
2. Tandem Switching Per Access Minute	
Zone 1	$.000792
Zone 2	$.000880
Zone 3	$.000924

ARTER & HADDEN

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Washington, D.C.
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One Columbus
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Irvine
Los Angeles
San Francisco

FAX COVER SHEET

TO:	FAX NO.:
Charles J. Rehwinkel	(904) 599-1458

FROM: William Adams DATE: 10/24/97 TIME: _____

TOTAL NO. OF PAGES: 4 (including cover page) CLIENT / MATTER: 67577/1522

COMMENTS

Here is the material referenced in the deposition.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 6
COMPANY/
WITNESS:
DATE: 11/24/97

If you have any problems reading this transmission, please call the above telephone number and ask for the fax operator.

CONFIDENTIAL

END OFFIC. . ROFILE
FT. MYERS LATA - 939
FT. MYERS ACCESS TANDEM

CLLI CODE	OFFICE NAME	ADDRESS	SWITCH TYPE	NPA	WORKING NXX CODES	V&H Coords	Rate Center	Rate Center V&H Coords
ALVAFLXARS0	ALVA	21150 SR 80 - 33920	DSS RLS	941	728	0322 - 0879	FT. MYERS	0359 - 0904
BCORFLXARS0	BOCA GRANDE	Railroad Ave - 33921	DSS RLS	941	964	0381 - 0983	BOCA GRND	0381 - 0983
BNSPFLXADS1	BONITA SPRINGS	28180 Beaumont Rd - 33923	5ESS	941	495 498 947 992	0413 - 0862	BONITA SPGS	0410 - 0859
CLTNFLXARS0	CLEWISTON	113 E. Ventura Avenue - 33440	DMS RLM	941	983 902 983	0245 - 0761	CLEWISTON	0243 - 0757
CPCRFLXADS0	CAPE CORAL	4001 Palm Tree Blvd -	DMS RLM	941	540 542 549 945	0382 - 0916	CAPE CORAL	0383 - 0906
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CPHZFLXADS0	CAPE HAZE	Rotunda West Plaza - 33947	DMS 100	941	697 698	0353 - 1003	CAPE HAZE	0363 - 1001
CYLKFLXADS0	CYPRESS LAKE	15143 Winkler Rd - 33907	DMS 100	941	432 433 437 489 481 482 489	0360 - 0898	FT. MYERS	0359 - 0904
CYLKFLXBRS0	REG. AIRPORT	13080 Belgian Rd - 33913	DMS RLM	941	508 768	0370 - 0890	FT. MYERS	0359 - 0904
EVRGFLXARS0	EVERGLADES	Startar St - 33929	DSS RLS	941	695	0458 - 0737	EVERGLADES	0458 - 0739
FTMBFLXADS0	FT. MYERS BCH	3211 Estero Blvd - 33931	DSS	941	463 765	0404 - 0898	FT. MY. BCH.	0405 - 0899
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FTMYFLXBDS0	*EAST FT. MYERS	4641 Palm Bch Blvd - 33905	DSS	941	693 694	0349 - 0901	FT. MYERS	0359 - 0904
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
IMKLFLXARS0	IMMOKALEE	5049 2nd Ave - 33934	DMS RSC	941	657 658	0357 - 0808	IMMOKALEE	0357 - 0805
IONAFLXARS0	IONA	11491 Capistrano Way - 33908	DMS RLM	941	454 466	0385 - 0903	FT. MYERS	0359 - 0904
LBLLFLXADS0	LABELLE	310 Bridge St 33935	DMS 100	941	674 675	0293 - 0847	LABELLE	0294 - 0848
LHACFLXADS0	LEHIGH ACRES	180 Lee Blvd - 33936	DMS 100	941	368 369	0344 - 0884	LEHIGH ACRE	0344 - 0884
MCISFLXADS0	MARCO ISLAND	401 Bald Eagle Dr. - 33937	DSS	941	389 394 642	0478 - 0805	MARCO	0478 - 0806
MRHNFLXARS0	MOOREHAVEN	113-1/2 Avenue J - 33471	DMS RLM	941	946	0248 - 0798	MOOREHAV.	0348 - 0796
NFMYFLXADS0	N. FT. MYERS	1667 N. Tamiami Tr - 33903	DMS 100	941	656 995 997	0355 - 0913	N. FT. MYERS	0357 - 0911
NFMYFLXBDS0	SUNCOAST	7820 Hart Rd - 33903	DSS	941	543 567 731	0360 - 0900	N. FT. MYERS	0357 - 0911
NNPLFLXADS1	NORTH NAPLES	US 41 N @ 102nd Ave - 33963	DMS 100	941	259 280 320 431 450 451 513 544 566 566 591 592 594 597 598 777 880	0425 - 854	N. NAPLES	0425 - 0855
NPLSFLXBRS0	NAPLES AIRPORT	3150 Radio Rd - 33942	DMS RSC	941	643	0442 - 0836	NAPLES	0447 - 0840
NPLSFLXCDS0	NAPLES SOUTHEAST	3015 Tomasson Dr - 33962	5ESS	941	417 732 774 775 793	0450 - 0830	NAPLES	0447 - 0840
[illegible]	[illegible]	[illegible]	DMS 100	941	[illegible]	[illegible]	[illegible]	[illegible]
PNGRFLXADS1	*PUNTA GORDA	113 W. Olympia Ave	5ESS	941	505 575 637 639	0323 - 0989	PUNTA GOR.	0324 - 0988
PNISFLXADS0	PINE ISLAND	10546 Tipton Dr - 33922	DSS	941	283	0380 - 0945	PINE ISLAND	0389 - 0944

Handwritten notes beside the SUNCOAST and NORTH NAPLES rows: "575 -", "571, 574 / 614"

* = Non-Equal Access
Cellular Codes are underlined
Revisions are shaded

2/20/97

CONFIDENTIAL

END OFFIC. ROFILE
FT. MYERS LATA - 939
FT. MYERS ACCESS TANDEM

CLLI CODE	OFFICE NAME	ADDRESS	SWITCH TYPE	NPA	WORKING NXX CODES	V&H Coord	Rate Center	V&H Coord
SCPKFLXAR50	SAN CARLOS PARK	19061 US 41	DMS RSC	941	267 699	8390 - 8945	FT. MYERS	8359 - 8904
SNISFLXADS0	SANIBEL-CAPTIVA	0445 Sanibel-Captiva Rd-33957	DSS	941	395 472	8472 - 8825	SANIBEL CAP	8412 - 8912

CONFIDENTIAL

END OFFIC. PROFILE
FORT MYERS LATA - 939
AVON PARK ACCESS TANDEM

CLLI CODE	[illegible]	ADDRESS	SWITCH TYPE	NPA	WORKING NXX CODES	[illegible]	[illegible]	[illegible]
ARCDFLXADS0	ARCADIA	11 Hickory St. - 33821	5ESS	941	491 494 993	8251 - 0967	ARCADIA	8251 - 0967
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
BWLGFLXARS0	BOWLING GREEN	410 W. Main Street - 33834	DMS RSC	941	375	8157 - 1008	BOWLING GREEN	8189 - 1005
FTMDFLXARS0	FORT MEADE	315 Charleston Ave. - 33841	DMS RSC	941	785	8144 - 1015	FORT MEADE	8144 - 1014
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SLHLFLXARS0	SPRING LAKE	140 Floral Drive - 33870	DMS RSC	941	655	8159 - 0985	SPRING LAKE	8159 - 0985
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ZLSPFLXARS0	ZOLFO SPRINGS	2900 6th Avenue - 33870	DSS RLS	941	735	8193 - 0988	ZOLFO SPRINGS	8191 - 0987

* = NON-EQUAL ACCESS
Cellular codes are underlined
All changes are shaded.

FAX

Date 10/24/97

Number of pages including cover sheet 7

TO: *Bill Adams*

Phone
Fax Phone 614-221-0479

FROM: *Charles J. Rehwinkel*
Sprint
Post Office Box 2214
FLTLHO0107
Tallahassee, Florida 32316

Phone *850/847-0244*
Fax Phone *850/878-0777*

CC:

REMARKS: ☐ *Urgent* ☐ *For your review* ☐ *Reply ASAP* ☐ *Please Comment*

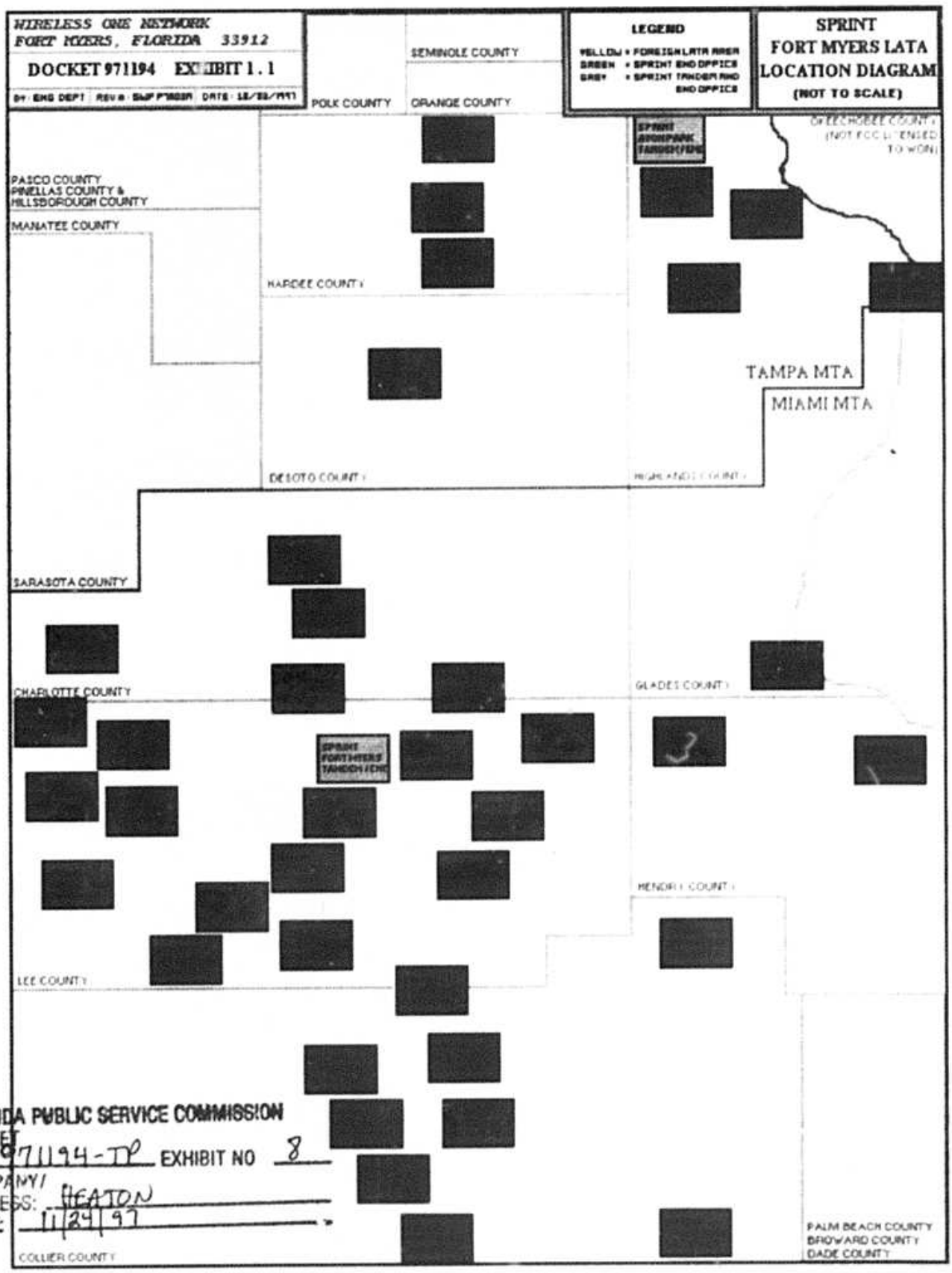
Bill:

Enclosed are the tariff sheets requested in Ben's deposition. Also included is the errata sheet. In return can you fax me the list of end offices identified in John Meyer's deposition and the errata sheets from Frank's and John's depositions as soon as they are available.

Thanks,

Charles

WIRELESS ONE
EXHIBIT FJH 1.1



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971194-TP EXHIBIT NO 8
COMPANY/ WITNESS: HEATON
DATE: 11/24/97

WIRELESS ONE
EXHIBIT FJH 1.2

WIRELESS ONE HAS CLAIMED THE MAP DEPICTED
BY THIS EXHIBIT TO BE PROPRIETARY AND CONFIDENTIAL

WIRELESS ONE
EXHIBIT FJH 1.3

WIRELESS ONE HAS CLAIMED THE MAP DEPICTED
BY THIS EXHIBIT TO BE PROPRIETARY AND CONFIDENTIAL

WIRELESS ONE
EXHIBIT FJH 1.4

WIRELESS ONE HAS CLAIMED THE MAP DEPICTED
BY THIS EXHIBIT TO BE PROPRIETARY AND CONFIDENTIAL

GENERAL EXCHANGE TARIFF

UNITED TELEPHONE COMPANY
OF FLORIDA

WIRELESS ONE
EXHIBIT FJH 1 5

SECTION A25
Tenth Revised Sheet 17
Cancelling Ninth Revised Sheet 17

By: F. B. Poag
Director

Effective: NOV 21 1996

INTERCONNECTION OF MOBILE SERVICES

G. NETWORK USAGE (Cont'd)

6. Usage Rate Service will be offered in all cases where facilities permit; otherwise, in Company offices that are not equipped for measurement capabilities, an assumed average holding time of two minutes per message will be used when applying usage charges. For the purpose of calculating discounted charges, the assumption will be made that 70% of all messages will be placed in the non- discount rate period and 30% will be placed in the discount rate period. The discounted rate period is shown in G.5.(b) preceding.

7. At the option of the mobile carrier, calls that originate from landline telephones may be billed to the mobile carrier at a per access minute usage rate as follows:

   a. IntraLATA toll and local $.25 message rated calls that originate and terminate within the Company's network - 5.88 cents per access minute.

   b. IntraLATA toll and local $.25 message rated calls that originate within the Company's network and terminate in another LEC's network - 12.36 cents per access minute. (D) (D)

   c. The mobile carrier must establish a dedicated NXX at the rates in H. following prior to subscribing to the intercompany land-to-mobile option in 7.b. preceding.

WIRELESS ONE
EXHIBIT FJH 1 6

Commercial Mobile Radio Services (CMRS) INTERCONNECTION AGREEMENT

September __, 1997

Table of Contents

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Wireless One Network, L.P. ("Carrier), a Delaware Limited Partnership, and Sprint Florida, Incorporated ("Sprint" or "Company"), a Florida corporation, hereinafter collectively, "the Parties", entered into this _____ day of September, 1997.

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Florida Public Service Commission (the "Commission"); and

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of local interconnection. This PART A sets forth the general terms and conditions governing this Agreement. Capitalized terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's and the Commission's rules and regulations, or any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement. PART C sets forth, among other things, descriptions of the services, pricing, and technical and business requirements.

List of Attachments Comprising Part C:

I. Price Schedule
II. Interconnection
III. Network Maintenance and Management
IV. Access to Telephone Numbers
V. Points of Interconnection

1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder except as required by order of the FCC or Commission or in the case of non-payment for services or facilities as set forth in Section 4. Sprint shall not discontinue for non-payment without providing Carrier thirty (30) days prior written notice of such discontinuation. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

1.4 The services and facilities to be provided to Carrier by Company may be provided pursuant to Company Tariffs and then current practices on file with the Commission or FCC only to the extent that specific rates, terms and conditions are not described in the Agreement.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective Tariffs, if any. Carrier shall not order services under this Agreement before Approval Date except as may be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC (as modified by the United States Court of Appeals for the Eighth Circuit decision in Iowa Utilities Board v. Federal Communications Commission as filed on July 18, 1997 ("the Eighth Circuit Decision")) and rules and regulations promulgated by the Commission.

The Parties further acknowledge that the Eighth Circuit Decision is subject to modification and appeal, and further that judicial, legislative and regulatory changes or modifications may be made to the Act and the rules and regulations of the FCC, and that Commission may require changes to the rates, terms and conditions of this Agreement (individually and collectively, "Revisions"). Either Party shall have the right to require that the Parties negotiate in good faith an amendment to this Agreement to modify any affected provisions to be consistent with the Revisions when such Revisions are final and nonappealable. Any such changes will be effective as of the date agreed to by the Parties.

Should the Parties be unable to reach agreement with respect to the applicability of any Revisions which occur after the date of this Agreement or the resulting appropriate modifications to this Agreement, the Parties agree that a petition may be filed with the Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said Revisions.

2.3 To the extent modifications to the Agreement (1) are required by order or the effect of an order of the FCC or Commission in a generic proceeding, tariff proceeding, costing/pricing proceeding, rulemaking proceeding, or an arbitration proceeding of general applicability, (2) Carrier had notice and the opportunity to participate in such proceeding, regardless of whether Carrier participated, and (3) the result is generally applicable to other CMRS carriers, any rates, terms or conditions thus developed or modified if applicable to this Agreement shall be substituted in place of those previously in effect and shall be deemed effective under this Agreement as of the effective date of such order. The other services covered by this Agreement and not covered or affected by such order shall remain unaffected and shall remain in full force and effect.

If the order referenced in the immediately preceding paragraph renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this

Agreement after a 30-day negotiation period, the Parties agree they may petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

In the event either party is required by any governmental authority or agency to file a tariff or make another similar filing as a result of an order described in this Section 2.3, the Party burdened with such requirement shall make reasonable efforts to provide the other Party with its proposed tariff or similar filing prior to such filing.

2.4 The Parties intend that any additional non tariffed services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date except as otherwise agreed in writing. No order or request for services under this Agreement shall be processed until this Agreement is so approved, unless otherwise agreed to in writing by the Parties.

3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement until December 31, 1998 ("Initial Term"). The Agreement shall be automatically renewed for an additional term of six months following the Initial Term and for successive six months terms following each preceding six-month renewal term unless a Party provides to the other a notice of termination sixty days prior to the last day of the Initial Term or any subsequent six-month term, as the case may be.

3.3 In the event either Party receives from the other a notice of termination pursuant to Section 3.2, Carrier may within 30 days thereof send to Sprint a written request to renegotiate this Agreement pursuant to Sections 251 and 252 of the Act, in which case this Agreement shall not be terminated, but shall continue in full force and effect, unless and until a substitute agreement between the Parties with respect to the matters governed herein takes effect.

3.4 In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.6 If Sprint sells or trades substantially all of the assets used to provide Telecommunications Services in a particular exchange or exchanges, Sprint may terminate this Agreement in whole or in part as to affected exchange or exchanges upon (60) days prior written notice.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Sprint under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.

4.2 Subject to the terms of this Agreement, Parties shall pay one another within thirty(30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

4.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.

4.4 The billing Party will assess late payment charges to the other Party equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law for commercial transactions per month of the balance due, until the amount due, including late payment charges, is paid in full.

4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements, Interconnection or other services

under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) per month of the outstanding balance due or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or

otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. The foregoing sentence shall not preclude Sprint from charging Carrier for such costs as permitted under a Commission order.

Section 7. Limitation of Liability

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

Section 8. Indemnification

8.1 To the extent not prohibited by law, the Parties agree to indemnify and hold each other harmless from wrongful acts or omissions of the other.

The indemnifying Party shall indemnify and hold harmless the indemnified Party from and against claims for damage to tangible personal property, real property and/or personal injuries arising out of the negligence, willful acts or omissions ("Wrongful Acts") of the indemnifying Party or its agents, servants, employees, contractors or representatives in the performance of its obligations and provision of service under this Agreement whether such claim for damage is asserted by the indemnified Party or a third party.

Notwithstanding the above, in the case of any loss alleged by a customer of either Party, the Party whose customer alleges such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every customer.

The indemnifying Party under this Section 8.1 agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the indemnifying Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section 8.1 and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section 8.1 for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

8.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the indemnifying Party's discontinuance of service to one of the indemnified Party's subscribers for nonpayment.

8.3 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

8.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission order, provide in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

9.1 In addition to any other rights or remedies, and unless specifically provided herein to the contrary, either Party may sue in equity for specific performance.

9.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 10. Confidentiality and Publicity

10.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential Information").

10.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or

agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information and in no event less than reasonable care under the circumstances.

10.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

10.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.2 Unless otherwise mutually agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either

Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

10.4 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 11. Warranties

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level comparable with that which it uses for its own operations, or those of its Affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.

Section 12. Assignment and Subcontract

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

12.2 Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

Section 13. Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Florida, without regard to its conflicts of laws principles, shall govern.

Section 14. Relationship of Parties

It is the intention of the Parties that Sprint and Carrier are independent contractors and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 15. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Company from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 16. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Company:	Sprint-Florida, Inc. Director – Carrier Sales P.O. Box 165000 Altamonte Springs, FL 32716-5000	If to Carrier:	Wireless One Network, L.P. Director External Affairs 2100 Electronics Lane Ft. Myers, FL 33912

with a copy to:	Sprint-Florida Vice President External Affairs P.O. Box 165000 Altamonte Springs, FL 32716-5000	with a copy to:	Wireless One Network, L.P. Managing General Partner 2100 Electronics Lane Ft. Myers, FL 33912

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 16.

Section 17. Waivers

17.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

17.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

17.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

Section 18. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22.

Section 19. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, lightning, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under

this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

Section 20. Dispute Resolution Procedures

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

20.2 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

20.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably

deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

20.4 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 20.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

Section 21. Cooperation on Fraud

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

Section 22. Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 23. Non-Discriminatory Treatment

The language in this Section 23 shall be effective only in the event the Eighth Circuit Decision is vacated or reversed on appeal and the FCC's "pick and choose" rules are reinstated.

23.1 If, at any time while this Agreement is in effect, Sprint provides interconnection arrangements contained in this Agreement for the provision of a Telecommunications Service, as used herein, to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then Carrier may opt to adopt such interconnection arrangements upon the same rates, terms, and conditions as those provided to said Telecommunications Carrier in lieu of the interconnection arrangement applicable under this Agreement for its own arrangements with Sprint (hereinafter "MFN Obligations"). Upon expiration of the term of such other agreement for interconnection arrangement, the provision thus adopted shall cease to apply and shall revert to the corresponding provision of this Agreement.

23.2 Notwithstanding the above, the MFN Obligations shall not apply:

(i) where Sprint proves to the Commission that the costs of providing the interconnection arrangement to Carrier are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement;

(ii) where the provision of a particular interconnection arrangement, to Carrier is not technically feasible;

(iii) where pricing is provided to a third party for a cost-based term or cost-based volume discount offering and Carrier seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering;

(iv) where pricing is provided to a third party on a dissimilar (e.g., deaveraged vs. averaged price) basis, Carrier may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) in its entirety, contained in such third party agreement; or

(v) where interconnection arrangements are provided to a third party in conjunction with material terms or conditions that directly impact the provisioning of said service and Carrier seeks to adopt such

interconnection arrangement without inclusion of all or substantially all said material terms or conditions.

Section 24. Non-waiver, Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 25. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 26. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 27. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 28. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 29. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 30. Implementation

30.1 Implementation Team. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Within thirty (30) days after the Approval Date, each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

30.2 Implementation Plan. Within one hundred twenty (120) days after the Approval Date, the agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan").

30.3 Action of the Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Wireless One Network, L.P.	**Sprint-Florida, Incorporated**
By:_____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

PART B -- DEFINITIONS

"Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Carrier and Sprint for Local Interconnection.

"Act" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

"Affiliate" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either Party, or the right to control the business decisions, management and policy of another entity.

"Approval Date" is the date on which Commission approval of the Agreement is granted.

"Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official Sprint holidays.

"Central Office Switch", "End Office", "Tandem" or "Mobile Switching Center" (hereinafter "Central Office", "CO" or "MSC") - means a switching facility within the public switched telecommunications network, including, but not limited to:

> End Office Switches which are switches from which end user Telephone Exchange Service are directly connected and offered.
>
> Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
>
> Mobile Switching Center is a switch which is used by a CMRS provider to connect and switch trunk circuits between and among cell sites for wireless traffic that links wireless telephones to the landline public switched telephone network.

"Collocation" means the right of Carrier to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Carrier obtains dedicated space to place and maintain its equipment. With virtual

collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.

"Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

"Commission" means the Florida Public Service Commission.

"Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"FCC" means the Federal Communications Commission.

"FCC Interconnection Order" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently interpreted, amended or modified.

"Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8,1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

"Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

"Interconnection Point" ("IP") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic.

"Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.

The Parties are unable to agree on a definition of "Local Traffic" and request that the Florida Public Service Commission arbitrate this disagreement between the Parties. The proposed language of each Party is described below:

Sprint:

> "Local Traffic" for purposes of the establishment of interconnection and not for the billing of customers under this Agreement, is defined as telecommunications traffic between an LEC and CMRS provider that, at the beginning of the call originates and terminates within the same Major

Trading Area, as defined in 47 C.F.R. Section 24.202(a); provided however, that consistent with Sections 1033 et seq. of the First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (Aug. 8, 1996), hereinafter the "First Report and Order," the Commission shall determine what geographic areas should be considered "local areas" for the purpose of applying reciprocal compensation obligations under Section 251(b)(5), consistent with the Commission's historical practice of defining local service areas for wireline LECs. (See, Section 1035, First Report and Order)

Carrier:

"Local Traffic" for purposes of the establishment of interconnection and reciprocal compensation under this Agreement, is defined as telecommunications traffic between an LEC and CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. No toll charges may be assessed upon Local Traffic originated by Carrier or Company. All local traffic is subject to transport and termination rates only.

"Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in Section 47 C.F.R. 24.202(a).

"Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carriers Ordering and Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

"Numbering Plan Area" ("NPA"-sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"Ordering and Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable that those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"Parties" means, jointly, Sprint Florida, Inc. and Wireless One Network, L.P., and no other entity, affiliate, subsidiary or assign.

"Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Tariffs" - a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

"Technically Feasible" as defined in the Act and FCC Interconnection Order.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

The following definition of "Total Element Long Run Incremental Cost (TELRIC)" shall be effective only in the event the Eighth Circuit Decision is vacated or reversed on appeal and the FCC's TELRIC pricing rules are reinstated.

"TOTAL ELEMENT LONG RUN INCREMENTAL COST" ("TELRIC") - shall have the meaning set forth in the FCC's Interconnection Order. It is expressly understood, however, that pricing under this Agreement shall include, in addition to the TELRIC determined cost, a reasonable amount of joint and common costs. TELRIC shall be as determined by the Commission of appropriate jurisdiction for the same or substitute costing methodology with the appropriate treatment of joint and common costs to be determined by said Commission. Provided further, until such time as said Commission shall make such determination, the pricing under this agreement shall be as set forth in the existing contract between the parties.

"Transit traffic" is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.

"Trunk-Side" - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

"Virtual Rate Center" means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

"Wire Center" denotes a building or space within a building which serves as an aggregation point on a given Parties' network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

PART C

Attachment I -- Price Schedule

1. **General Principles**

1.1 Subject to the provisions of Section 2 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

2. **Interconnection and Reciprocal Compensation**

2.1 The rates to be charged for the exchange of Local Traffic are set forth in Exhibit 1 of this Attachment I and shall be applied consistent with the provisions of Attachment II of Part C of this Agreement. The rates will be based on TELRIC as defined in this Agreement, provided the TELRIC rates are reinstated as described above.

2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment II of this Agreement.

Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Company and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 10XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. For lines that are IntraLATA PIC assigned to Company, or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Company's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at the appropriate rate out of Company's Tariff.

2.3 Carrier shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Exhibit 1 of this Attachment I when Carrier uses a Sprint access tandem to terminate a local call to a third party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate a local call to a third party LEC or another Carrier.

2.4 Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers

have filed with and received approval of relevant cost studies from the pertinent state Commissions.

2.5 Until such time as Company has measurement capabilities or completed traffic studies which reflect actual usage from Carrier to Company, Company will bill Carrier state specific composite rates for all usage. The composite rates, which are based on the individual rate elements, are set forth in Exhibit 1 of this Attachment 1. Similarly, until Carrier has measurement capabilities, Carrier will bill Company a rate developed using the applicable individual rate elements set forth in Exhibit 1. The Parties may initiate a review of the Carrier network and traffic weightings used in calculating the composite rate. Such review may take place on a quarterly basis upon the reasonable request of either party. Rates are subject to the provisions of Section 1.4, 2.2 and 2.3 of this Agreement.

EXHIBIT 1
TO
ATTACHMENT I

Composite Rates:

The Company will utilize composite billing rates based on Section E19 of Sprint's Access Tariff in effect as of August 28, 1997 until such time as rates are modified as described in Part A, Section 1.4, 2.2 and 2.3 of this Agreement.

Composite Rate Element	Composite Rate per Minute of Use
Multiple Switched Traffic	$ .007954
Single Switched Traffic	$ .003587

Individual Rate Elements:

	Recurring Rate	Non-recurring Rate
NRC's		
Service Order NRC		$25.15
Service Order Listing Only		$20.82
Central Office Interconnection Charge		$ 5.31
Testing		$ 1.42
Trouble Isolation and Testing		$96.75
FEATURES		
Multi-Hunt Service	$0.09	$27.05
TANDEM SWITCHING		
Per Mou	$0.003345	$119.76
TRANSPORT		
DS1	Rate Varies	$135.83
DS3	Rate Varies	$249.16
Common	$0.001022	
END OFFICE TERMINATION		
(End Office/TDM Switching/Transport)		
End Office - Statewide Avg/Met	$0.003587	$119.76

INTERCONNECTION (Physical)		
CROSS CONNECTION		
DS0 Elec X-Conn	$ 0.94	
DS1 Elec X-Conn	$ 2.93	
DS3 Elec X-Conn	$25.85	
COMMON CHANNEL SIGNALING		
INTERCONNECTION SERVICE		
STP Port	$498.97	$308.00
STP Switching	$ 1.08	
56.0 Kpbs Channel Termination	ICB	
56.0 Kbps SS7 Link Fixed	ICB	
56.0 Kbps SS7 Link Per Mile	ICB	
1.544 MPBS Channel Termination	ICB	
1.544 MBPS SS7 Link Fixed	ICB	
1.544 MBPS SS7 Link Per Mile	ICB	
Multiplexing DS1 to DS0	$300.00	$142.00
Multiplexing DS3 to DS1	$600.00	$ 91.00
LINE INFORMATION DATABASE		
LIDB Administration Service	$0.054	
LIDB Database Transport per query	$0.0016	
LIDB Database per query	$0.0366	
Toll Free Code Access Service query	$0.008498	
Toll Free Code Optional Service query	$0.001419	
LIDB Manual Update	ICB	
DIRECTORY ASSISTANCE SERVICES		
DA Database Listing & Update	$0.0550	
DA Data Base Query Service	$0.0103	
TOLL & LOCAL OPERATOR SERVICES		
Toll and Local Assistance Service (Live)	$0.4560	
Directory Assistance Operator Service (per call connection to the Company operator)	$0.388	

911 TANDEM PORT

Per DSO Equivalent Port	$18.92
NRC 911 Port	$187.50
Customer Name & Address (CNA)	
Per inquiry	ICB

OPERATIONAL SUPPORT SYSTEMS

OSS Interfaces	ICB

Attachment II -- Interconnection

A. **Scope -** Carrier shall interconnect with Company's facilities as follows at Parity for the purpose of routing or terminating traffic:

1. Carrier may interconnect its network facilities at any one or more Technically Feasible Interconnection Points. The Parties agree to interconnect at the Company's Tandem or End Office Switches. The IPs are the point(s) of physical interconnection as identified in Attachment V attached hereto and incorporated herein by this reference. Carrier must establish at least one physical IP per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs). Attachment V will be amended and updated to include additional IPs or VRCs as they are developed and implemented during the term of this Agreement.

   A VRC is only permitted when the chosen virtual exchange meets the following criteria:
   i) it is a Company exchange;
   ii) it is served by the same access tandem and is within the same NPA and LATA as the exchange where Carrier's Type 2A interconnection exists; and
   iii) it is in a different local calling area than the exchange where Carrier's interconnection exists.

2. Interconnection to a Company End Office(s) will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.

3. Should the parties agree to interconnection at a Company Tandem(s), such interconnection will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, IXCs, Competitive Local Exchange Companies, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company Tandem serving that exchange will also provide Carrier access to Company's End Offices with the same functionality described in (2) above.

4. Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.

5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

6. Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.

7. The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.

B. Exchange of Traffic - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:

1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.

2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra/interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.

3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.

4. Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.

5. In the event SS7 facilities are not available from Company, Carrier at its option may deliver/obtain multi-frequency signaling.

6. Where available, Company agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge.

7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.

8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.

C. **Types of Traffic and Services** - The types of traffic to be exchanged under this Agreement include:

1. Local Traffic.

2. Switched access traffic as specifically defined in Company's state and interstate switched access Tariffs to the extent that said traffic is not Local Traffic, and generally identified as traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users. When the traffic transits the other Party's network, to the extent switched access traffic cannot be measured, percent usage factors will be developed by Carrier to determine intra/interMTA traffic and intra/interstate traffic.

3. Transit Traffic. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another ILEC; (c) IXCs; and (d) other CMRS carriers. To the extent Company provides transit traffic for other carriers terminating to Carrier's network, Company will furnish Carrier call detail for such transit traffic.

The Parties are unable to agree on the following statement on "IntraLATA Toll Traffic" and request that the Florida Public Service Commission arbitrate this disagreement between the Parties. The proposed language of each Party is described below:

Sprint:

4. IntraLATA toll traffic. For the purpose of establishing charges between the Carrier and Company, this traffic is defined in accordance with Company's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.

Carrier:

4. IntraLATA toll traffic. This traffic is defined in accordance with Company's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.

5. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

   a. Directory Assistance;
   b. 911/E911;
   c. Operator call termination (busy line interrupt and verify);
   d. LIDB; and
   e. Information services requiring special billing. (e.g., 900 and 950)

6. Company agrees not to impose restrictions on traffic types delivered to/from the Interconnection Points but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with other CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the other CMRS carrier.

D. Compensation

1. Local Traffic Terminating to Company. Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Company rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call; however, physical interconnection is not required. For example, a call terminating from Carrier over Company facilities to a Company end office

through a Company tandem would include charges from Company to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching. The rates set forth on Part C, Attachment 1, Exhibit 1 shall be used for the rate element described, subject to the terms of Part A, Section 2.2 and 2.3.

a. Termination (End Office Switching). End office switching shall be a separately chargeable element.

b. Transport. Transport shall be a separately chargeable element.

c. Tandem Charge. Tandem switching shall be a separately chargeable element.

d. Additions to an existing and/or new line-side connection between a CMRS provider's switch and Company's central office, or a trunk-side connection, will be subject to a non-recurring charge.

2. Local Traffic Terminating to Carrier. Commencing August 1, 1997, Company agrees to pay Carrier reciprocal compensation for local land-to-mobile traffic computed based on the ratio of 69:31, 69% mobile-to-land and 31% land-to-mobile. The 69:31 ratio will be used as the reciprocal compensation ratio until the Implementation Team agrees upon and conducts an actual traffic study to determine actual percentages. Any change to the 69:31 ratio will be retroactive to August 1, 1997 and a true up will occur for compensation paid under this paragraph 2. Carrier will charge Company the end office rate element pending negotiated or arbitrated resolution of whether Carrier is entitled to bill and Company is obligated to pay higher tandem interconnection, transport, and end office rates for land-to-mobile traffic. Any negotiated or arbitrated resolution of this issue will be retroactively effective to August 1, 1997 and a true up to that date will occur.

The Parties disagree on the rate to be charged for land-to-mobile traffic, and have set forth their respective positions below. The Parties request that the Commission arbitrate this issue.

Carrier language:

3. For all land-to-mobile traffic that Company terminates to Carrier, Company will pay tandem interconnection, transport, and end office termination rate elements.

Sprint language:

3. For all land-to-mobile traffic that Company terminates to Carrier, Company will pay for the functionality provided.

4. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating carrier's Tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.

5. Transit traffic shall be compensated based on charges associated with the functionality provided,(e.g., end office switching, tandem switching and transport), where applicable.

6. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

7. Company will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent state Commissions.

E. Billing

1. Company and Carrier agree to conform to MECAB and MECOD guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Company for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Company/Subsequent Billing Company billing cycles in conformance with MECAB and MECOD guidelines.

2. Commencing August 1, 1997, Company agrees to pay Carrier reciprocal compensation for the fixed cost of the dedicated interconnection trunks between Company and Carrier based on a 69:31 Ratio. Both parties agree to implement reciprocal compensation for dedicated interconnection trunks based on actual percentage usage as determined through traffic studies upon the request of either party. Under this methodology, each trunk will be studied for traffic patterns and compensated for based upon the results of the traffic study. Any adjustment made based on such traffic studies will be implemented prospectively from the time of the adjustment.

Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Company shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Company. Special construction charges, if applicable, will be charged in accordance with the Company's access service tariff.

3. No discrete development charges shall be imposed on Carrier or Company for the establishment of standard meet point billing arrangements.

4. Carrier and Company agree to implement industry standard CARE records for correct provisioning and billing to IXCs.

5. Exchange of Records.

   a. Carrier and Company agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Company further agree they will work toward implementing a record exchange process in accordance with industry standards.

   b. Carrier and Company agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Company further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Company agree to work towards implementation of these standards.

6. Company and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier and Company agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

ATTACHMENT III -- NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

3. Company agrees to work toward having service centers available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.

4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time frame.

5. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

6. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.

7. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers.

B. **Restoration of Service in the Event of Outages** - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company and Carrier in general. Third, should Company be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

Carrier and Company will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Company network requirement.

C. **Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

D. **Quality of Service**

1. Company shall provide Carrier with the same intervals and level of service provided by Company to its end-users or other carriers at any given time.

2. Interconnection quality of service should be at parity with that provided by the Company for its own services.

3. A blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.

4. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.

5. Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled elements available to Carrier shall include:

   a) Treatment during overflow/congestion conditions;
   b) Equipment/interface protection;
   c) Power redundancy; and
   d) Sufficient spare facilities to ensure provisioning, repair, performance, and availability.

6. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

E. Information

1. Company must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.

3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

4. Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.

5. Company shall provide Carrier with its list of emergency numbers (e.g. seven digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

ATTACHMENT IV – ACCESS TO TELEPHONE NUMBERS

A. **General Requirements** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

B. **Compensation** - To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself.

C. **Quality of Service** - Upon request and for a reasonable administrative charge, Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.