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May 1, 1998

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 971478-TP, 980184-TP, 980495-TP, and 980499-TP

Dear Ms. Bayo:

Enclosed for filing on behalf of WorldCom Technologies, Inc. are the following documents:

1. An original and fifteen copies of WorldCom Technologies, Inc.'s Prehearing Statement including a 3 1/2" diskette with the document on it in WordPerfect 6.0/6.1 format; and
2. An original and fifteen copies of the Rebuttal Testimony of Gary Ball on behalf of WorldCom Technologies, Inc.

Please acknowledge receipt of these documents by stamping the extra copy of this letter ACK "filed" and returning the same to me.

AFA _____

APP _____ Thank you for your assistance with this filing.

CAF _____

CMU Curiani

CTR _____

EAG _____

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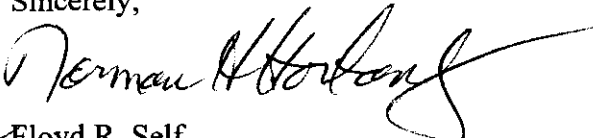
RCH cc: Enclosures


SEC 1 Mr. Brian Sulmonetti

WAS _____ Parties of Record

OTH _____

Sincerely,


for Floyd R. Self

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of WorldCom Technologies,)
Inc. Against BellSouth Telecommunications, Inc.)
for Breach of Terms of Florida Partial)
Interconnection Agreement under Sections 251)
and 252 of the Telecommunications Act of 1996,)
and Request for Relief.)
_____)

Docket No. 980184-TP

In re: Complaint of Teleport Communications)
Group Inc./TCG South Florida Against BellSouth)
Telecommunications, Inc. For Breach of Terms)
of Interconnection Agreement under Section 252)
of the Telecommunications Act of 1996, and)
Request for Relief.)
_____)

Docket No. 980184-TP

In re: Complaint of Intermedia Communications)
Inc. Against BellSouth Telecommunications, Inc.)
For Breach of Terms of Florida Partial)
Interconnection Agreement under Sections 251 and)
252 of the Telecommunications Act of 1996,)
and Request for Relief.)
_____)

Docket No. 980495-TP

In re: Complaint by MCI Metro Access)
Transmission Services, Inc. Against BellSouth)
Telecommunications, Inc. For Breach of Approved)
Interconnection Agreement by Failure to Pay)
Compensation for Certain Local Traffic.)
_____)

Docket No. 980499-TP
Filed: May 1, 1998

**PREHEARING STATEMENT OF
WORLD COM TECHNOLOGIES, INC.**

WorldCom Technologies , Inc., for itself and its subsidiary Metropolitan Fiber Systems of Florida, Inc. (hereinafter, collectively "WorldCom"), through undersigned counsel, herewith jointly submit this prehearing statement.

DOCUMENT NUMBER-DATE
04951 MAY-1 8 417
FPSC-RECORDS/REPORTING

A. APPEARANCES

Floyd R. Self, Esq. and Norman H. Horton, Jr., Esq.
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Tallahassee, FL 32302-1876

and

Richard Rindler, Esq.
Michael Shor, Esq.
Swidler & Berlin, Chartered
3000 K Street, N.W., Suite 300
Washington, DC 20007

On behalf of WorldCom Technologies, Inc.

B. WITNESSES

<u>Witness</u>	<u>Issue</u>
Gary Ball (Direct)	1
Gary Ball (Rebuttal)	1

C. EXHIBITS

None.

D. BASIC POSITION

The WorldCom-BellSouth Interconnection Agreement (“Agreement”) is clear and unambiguous — each party is required to compensate the other for all ISP traffic. Even if the Commission finds the Agreement ambiguous, reciprocal compensation is still required under the Agreement due to the express language of the Telecommunications Act of 1996, prior orders of this Commission, prior FCC rulings, rulings of other state Commission, and custom and usage in the industry.

E. ISSUES AND POSITIONS

ISSUE 1: Under their Florida Partial Interconnection Agreement, are WorldCom Technologies, Inc./MFS Communications Company, Inc. and BellSouth Telecommunications, Inc., required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

WorldCom's Position: Yes. The Interconnection Agreement is clear and unambiguous. The Commission should enforce the Agreement as written, direct the release of escrow funds to WorldCom and direct BellSouth to compensate for all ISP traffic.

ISSUE 2: Under their Interconnection Agreement, are Teleport Communications Group, Inc./TCG South Florida and BellSouth Telecommunications, Inc. required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

WorldCom's Position: Not at issue for WorldCom.

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

WorldCom's Position: Not at issue for WorldCom.

ISSUE 4: Under their Interconnection Agreement, are Intermedia Communications, Inc., and BellSouth Telecommunications, Inc., required to compensate each other for transport and termination of traffic to Internet Service Providers? If so, what action, if any, should be taken?

WorldCom's Position: Not at issue for WorldCom.

F. PENDING MOTIONS FILED BY WORLDCOM TECHNOLOGIES, INC.

WorldCom Technologies, Inc. has no pending motions at this time.

G. REQUIREMENTS THAT CANNOT BE COMPLIED WITH

WorldCom Technologies, Inc. knows of no requirements that cannot be complied with.

Dated this 1st day of May, 1998.

Respectfully submitted,

Richard Rindler, Esq.
Michael Shor, Esq.
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3000 K Street, N.W., Suite 300
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and

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FLOYD R. SELF, ESQ.
NORMAN H. HORTON, JR., ESQ.

Attorneys for WorldCom Technologies, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Prehearing Statement of WorldCom Technologies, Inc. in Docket Nos. 971478-TP, 980184-TP, 980495-TP and 980499-TP has been furnished by Hand Delivery (*) and/or U.S. Mail to the following parties of record this 1st day of May, 1998:

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Floyd R. Self