

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

 In the Matter of : 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 :



VOLUME 2

AFTERNOON SESSION

Pages 80 through 266

PROCEEDINGS: HEARING

BEFORE: CHAIRMAN JULIA L. JOHNSON
 COMMISSIONER SUSAN F. CLARK
 COMMISSIONER JOE GARCIA
 (Teleconferencing)

DATE: Monday, November 24, 1997

TIME: Commenced at 9:44 a.m.

PLACE: Betty Easley Conference Center
 Room 148
 4075 Esplanade Way
 Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR
 Chief, Bureau of Reporting

APPEARANCES: (As heretofore noted.)

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P R O C E E D I N G S

(Hearing reconvened at 1:50 p.m.)

(Transcript follows in sequence from
Volume 1.)

CHAIRMAN JOHNSON: We're going to go back on
the record.

I think we decided that we would allow five
minutes each for oral argument.

MR. REHWINKEL: Opening statements.

CHAIRMAN JOHNSON: Opening statements.

Commissioner Garcia has not yet arrived back
in Miami, but he did inform me to just go ahead and
proceed with the opening statements. So I'll time the
statement and limit the parties to five minutes each
side. Who should begin?

MR. ADAMS: We're the petitioner, so we'll
begin.

MR. ADAMS: I have put before --

CHAIRMAN JOHNSON: If you could, sir, for
purposes of the court reporter, you have to stay next
to the microphone.

MR. ADAMS: Let me get the remote here.

I've put in front of you a diagram called
Wireless One-Sprint Interconnection Economics as one
issue. And this was a typed version of what we did at

1 the prehearing to kind of put everything in
2 perspective. But I have another diagram today and
3 this is Heaton Exhibit FJH-1.1. This is a public
4 version. And I thought the first thing we ought to do
5 is try to describe where all of this is taking place.

6 We're down in the Fort Myers LATA down here.
7 This is diagram of the various counties in white that
8 make up the Fort Myers LATA. (Indicating)

9 CHAIRMAN JOHNSON: Mr. Adams, I apologize
10 for interrupting. Did you say we have a copy of that
11 document?

12 MR. ADAMS: Yes. It's in an envelope.

13 COMMISSIONER CLARK: 1.1 is not in the
14 envelope.

15 MR. ADAMS: Dane, can you get that, please?

16 While we're getting that, Sprint has two
17 tandems indicated in gray here. One is a Fort Myers
18 tandem; one is an Avon Park tandem, and then the green
19 boxes are Sprint's end offices.

20 And what this -- the thing I wanted to focus
21 on here was a red line that goes right through the
22 middle of the Fort Myers LATA. And this is the MTA
23 line; the major trading area line which is now
24 relevant pursuant to the FCC order.

25 The FCC has said all intraMTA calls are

1 local calls and no access charges can be charged. So
2 for all calls that are falling within the MTA down
3 here, all land-to-mobile, mobile-to-land calls are
4 local. All calls between the MTAs across this line
5 are the same as they've always been, and that's the
6 reverse option rate. We're here in part to say that
7 this is -- the only thing that is affected is the
8 intraMTA calls.

9 So with that background, I wanted to walk
10 through this line diagram. I'll put it up here.

11 (Indicating)

12 The line diagram starts at the top and this
13 is just the basic interconnection relationship.
14 You've got up here Wireless One's tandem, which is
15 sometimes called a mobile telephone switching office,
16 a MTSO, directly interconnected with Sprint's tandem.
17 From Sprint's tandem -- Sprint's tandem interconnects
18 with its end office which interconnects to its
19 customers. Coming down on the other side, Wireless
20 One's tandem interconnects with its cellular end
21 offices, which some people call cell sites, which
22 interconnects with the Wireless One customer.

23 And then there are also end office
24 interconnections. There's not just tandem
25 interconnections. There's tandem and end office

1 interconnections. So you have these two networks that
2 are, essentially, superimposed on each other within
3 the Fort Myers LATA. And there's two kinds of traffic
4 that come over the network. One is called
5 mobile-to-land and that's number one down here.

6 Mobile-to-land traffic, there's no dispute
7 today. The parties have agreed to what's going on.
8 But I just bring this into perspective. I want to
9 talk about it.

10 In this box down here I have pre
11 Telecommunications Act of 1996 and post
12 Telecommunications Act of 1996. And on the left-hand
13 side I've got Tandem Type 2A Traffic, and that's
14 traffic that is going over this way, across the top
15 (indicating) and then end office traffic is going this
16 way (indicating.)

17 So the way it is in Sprint's mobile services
18 tariff right now, 3.34 cents per minute of use on
19 peak; 2.34 cents minute of use off peak. And that's
20 for traffic going to this way. That's what Wireless
21 One pays Sprint to terminate that traffic on their
22 network.

23 Now post Telecommunications Act of 1996,
24 that very same traffic all of a sudden goes from as
25 high as 3.34 cents down to .7954 cents; a significant

1 cost reduction. The same is true on the end office.
2 This is just traffic going across like this. Penny a
3 minute in Sprint's mobile services tariff, now priced
4 at .3587 cents per minute. Another significant
5 reduction. That's all agreed to. No dispute here.
6 This -- going the other way is where all of the
7 dispute is, land-to-mobile calling.

8 And down here, this box is a little more
9 complicated but the top half of it are Wireless One's
10 terminating charges for land-to-mobile traffic coming
11 across the tandem up here through Sprint's tandem over
12 to our tandem. Before the Telecommunications Act of
13 '96, no charge; we don't collect anything. Sprint
14 doesn't pay us anything for that traffic. Post
15 Telecommunications Act of '96, there is a charge:
16 Reciprocal compensation. That's what this is about.

17 But the dispute here is the level of
18 reciprocal compensation. We contend it should be
19 .7954; Sprint contends it should be .3587. And the
20 reason why we consider it should be higher is our
21 tandem is performing a tandem switching function. We
22 have transport facilities that go to the end office
23 which performs an end office switching function, and
24 we are deserving of the higher rate. Sprint's
25 position is that our cellular end office doesn't do

1 anything. It's part of the distribution network and
2 we shouldn't be compensated for that.

3 The bottom half of the chart is Sprint's
4 charges for originating the call. For a local call,
5 and that's a call within Sprint's local calling area,
6 the pre Telecommunications Act charge for that is zero
7 to Wireless One. The post Telecommunications Act
8 charge is zero to Wireless One. That's not in
9 dispute.

10 But for intraMTA calls -- now, again, that's
11 that line that I put up here before -- that cuts the
12 Fort Myers LATA in half. Pre Telecommunications Act
13 of '96 charge 5.88 cents per minute of use. That's
14 what Wireless One pays Sprint for that traffic.

15 In the post Telecommunications Act
16 environment, this is where the other dispute is
17 between the parties. There are a different series of
18 numbers here. Zero is the first number. That was our
19 position when the reverse option charge price was the
20 same as the originating access price, so when you take
21 access out, you get zero.

22 The second charge, .294, is when Sprint has
23 reduced its originating access price recently and
24 that's the remainder of the difference. .4 is the
25 charge that BellSouth and Vanguard agreed to for this

1 very same traffic. 5.88 is, of course, Sprint's
2 position that they continue to the charge that very
3 high rate. So two different issues. One, tandem
4 interconnection; the other reverse option. Thank you.

5 **CHAIRMAN JOHNSON:** Thank you, Mr. Adams.
6 Mr. Rehwinkel.

7 **MR. REHWINKEL:** Thank you. Madam Chairman,
8 Commissioners, thank you for the opportunity for this
9 brief open statement.

10 What you're about to hear from me today is
11 not evidence any more than what you heard from
12 Mr. Adams is evidence. Opening statements of
13 attorneys is their characterization of what they hope
14 the evidence will show.

15 The parties are here before you today
16 seeking your arbitration decision on the
17 Telecommunications Act of 1996 on two issues that
18 should be straightforward.

19 The first is essentially policy or legal
20 issue about whether Sprint can continue to bill
21 Wireless One for a service to which Wireless One
22 voluntarily subscribes in its petition, which
23 circumscribes your jurisdiction in this arbitration --
24 Wireless One asks you to find that this PSC tariff
25 service is unlawful.

1 You will hear testimony on how this service
2 works. Look at the applicable tariff provisions that
3 will be introduced into evidence today. Once you see
4 for yourself, you will understand that payment of the
5 stipulated local interconnection rates completely
6 satisfy Sprint's interconnection obligation under
7 federal law.

8 The FCC does not pretend to invade your
9 jurisdiction and require you to dismantle a state
10 tariffed billing arrangement into which Wireless One
11 voluntarily interjects itself.

12 The second issue presented by Wireless One's
13 petition is the novel, wholly unsubstantiated
14 proposition that the one and only switch in its
15 network performs a tandem switching functionality, and
16 that the radio towers and associated electronics of a
17 garden variety cell site constitute an end office
18 that's a functional equivalent of the Sprint end
19 office switches.

20 Keep your eye on the ball here, I urge you.
21 Follow the technology. Decide for yourself whether
22 Wireless One's testimony elevates form over substance
23 with a few simple strokes of the find-and-replace
24 keystroke on the word processor. Saying that it is is
25 not the same as proving that it is. Require Wireless

1 One to prove to you that its facilities perform the
2 functions that the easily applied name tags would
3 suggest.

4 Look to your precedent, Commissioners, I
5 urge you. You've already decided that reciprocal
6 compensation is not due for functions performed -- for
7 functions not performed, rather, and that only one
8 switch in a network does not qualify as a tandem
9 switch.

10 Finally, keep your eye on the language, the
11 language that you have been presented for your
12 decision today by both parties. We've presented
13 language and Wireless One has presented language for
14 you to choose in this arbitration.

15 This is where the essential issue will be
16 decided. Remember that you have not been asked in
17 this case to set rates. All rates are stipulated.
18 You have not been asked to mandate any network
19 reconfiguration. You have not been asked to order
20 changes in facilities or routing methodologies. You
21 have not been asked to investigate other negotiated
22 arrangements or what other states have done or might
23 have set. Your task here is simple. And I urge you
24 not to be led afield by the rapidly expanding
25 presentation of Wireless One's case. Remember that

1 this is a compulsory arbitration, that at least one of
2 the parties and the Commission participate in because
3 of the mandates of Congress and the FCC.

4 Sprint acknowledges and supports the goals
5 of the federal acts and the FCC. Still we have a
6 right to an arbitration decision that is
7 jurisdictionally based and solidly grounded within the
8 requirements of federal law.

9 We're confident that you will render such a
10 decision and I thank you for hearing me today.

11 **CHAIRMAN JOHNSON:** Staff, did you have any
12 statements or any other preliminary matter:?

13 **MR. COX:** Staff does not have an opening
14 statement. It was just for the parties. Staff is
15 ready for the first witness.

16 **CHAIRMAN JOHNSON:** At this time if you are
17 here to testify if you could all stand and I'll go
18 ahead and swear you in.

19 (Witnesses collectively sworn.)

20 **MR. ADAMS:** Before we do that, Mr. Rehwinkel
21 and I were talking on the break and what we would like
22 to do is to go ahead and introduce the deposition
23 testimony now. I don't think there's any dispute on
24 any of the depositions with the exception of Mr. Poag,
25 and Mr. Rehwinkel and I have agreed on a basis for

1 proceeding with Mr. Poag's deposition.

2 We would proffer and, I guess, join the
3 Staff in proffering all of the depositions for any
4 purpose permissible. And I think Mr. Rehwinkel has an
5 objection as to part.

6 CHAIRMAN JOHNSON: I'm sorry, I didn't hear
7 the last part of your statement.

8 MR. ADAMS: Mr. Rehwinkel will have an
9 objection as to part of Mr. Poag's deposition. And
10 what we have agreed to is that we -- we would like to
11 have his deposition admitted for all purposes that we
12 can use it for. Mr. Rehwinkel would only offer it for
13 the limited purpose as outlined in the issue
14 discussion earlier today of the background for the
15 reverse option.

16 CHAIRMAN JOHNSON: Okay.

17 MR. ADAMS: We would like to proffer it for
18 all purposes so we could preserve our rights on the
19 record and then we can move forward on that.

20 CHAIRMAN JOHNSON: Certainly. Let's go
21 ahead with the exhibits as they have been marked.

22 TELECONFERENCING UNIDENTIFIED SPEAKER:
23 Excuse me. Commissioner Garcia is running late so he
24 won't be in until about 2:15, 2:30.

25 CHAIRMAN JOHNSON: Thank you, we're aware of

1 that, but thank you very much for the announcement.

2 MR. REHWINKEL: Madam Chairman, I just want
3 to make sure that it's clear.

4 Perhaps I didn't communicate accurately with
5 Mr. Adams, but I still would rather wait on
6 Mr. Meyer's deposition, until he has actually been on
7 the stand.

8 But as far as Mr. Poag's deposition, my
9 objection -- and I'm not here to offer that it be in.
10 I would agree that it can go in with the understanding
11 that the sections from Page 54 to 91 generally, and
12 exhibits 2 through 5 of the deposition, to the extent
13 they relate to or create a record for setting rates,
14 are not proper in this docket. To the extent that
15 they are limited to the purposes for which the
16 Commission earlier ruled as far as how the reverse
17 toll bill option rate was developed, I think that's
18 the Commission's ruling and I do not object on that
19 basis.

20 So my only objection would be that if it's
21 not relevant to the scope of this proceeding, that it
22 may not be used for competent and substantial evidence
23 for the purposes of setting rates.

24 I have no objection. I think it is
25 Mr. Adams' right to proffer evidence over objection

1 for developing the record, and I have no -- and with
2 that understanding, I have no objection to the
3 evidence going in.

4 **MR. ADAMS:** That's certainly our intention.
5 We have been over this issue several times in our
6 motion for reconsideration and some of the earlier
7 motions to strike today. So I don't think we need to
8 rehash it again other than to say we want to bring
9 forward the issue that we feel we have framed in this
10 case, and that includes setting the rate for the
11 reverse option here. And we'd proffer all of this
12 evidence for that purpose.

13 **CHAIRMAN JOHNSON:** Let me be clear again. I
14 understand that Mr. Rehwinkel would not want to move
15 into evidence Mr. Meyer's --

16 **MR. REHWINKEL:** Just not at this time.

17 **CHAIRMAN JOHNSON:** He's the first witness,
18 isn't he?

19 **MR. REHWINKEL:** Yes.

20 **CHAIRMAN JOHNSON:** But the others, would you
21 want to go ahead --

22 **MR. REHWINKEL:** Yes, they're just fine right
23 now and ultimately we'll agree with Mr. Meyer going
24 in.

25 **CHAIRMAN JOHNSON:** And I'm understanding as

1 it relates to Mr. Poag we're introducing it in total.
2 There will be no motions to strike but with the
3 clarifications you've stated, Mr. Rehwinkel, and I
4 think we've ruled to that effect.

5 **MR. REHWINKEL:** Yes, ma'am.

6 **CHAIRMAN JOHNSON:** So then we'll show
7 Exhibits 2, 3 and 5 admitted without objection.
8 That's Sandra, Mr. Poag and Mr. Heaton; is that
9 correct?

10 **MR. ADAMS:** That's correct. Thank you.

11 (Exhibits 2, 3 and 5 received in evidence.)

12 **CHAIRMAN JOHNSON:** Are there any other
13 preliminary matters?

14 The witnesses have been sworn. Then we will
15 start with Mr. John Meyer. Do we need to take down
16 the -- is that going to be in his way, the screen
17 there? And, Mr. Adams, we're going to handle the
18 direct --

19 **MR. ADAMS:** Mr. Stinson will be handling the
20 direct.

21 **CHAIRMAN JOHNSON:** Okay.

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JOHN MEYER

1
2 was called as a witness on behalf of Wireless One
3 Network and, having been duly sworn, testified as
4 follows:

DIRECT EXAMINATION

5
6 **BY MR. STINSON:**

7 Q Mr. Meyer, would you please state your name
8 and business address for the record?

9 A My name is John Meyer, and the address is
10 2100 Electronics Lane in Fort Myers.

11 Q By whom are you employed and in what
12 capacity?

13 A I'm the Systems Engineering Manager, and
14 that is by Wireless One Network.

15 Q Did you cause to be prepared for this
16 proceeding ten pages of direct testimony, which was
17 filed with this Commission on October 7, 1997, and
18 marked for identification purposes as Wireless One
19 Network arbitration Exhibit 2.0?

20 A Yes.

21 Q Do you have any corrections or changes to
22 your prefiled direct testimony?

23 A Yes, I did. On Page 4, Line 11, it should
24 be -- "100" should be "200." That's all the changes I
25 could see.

1 The reason why those -- initially the
2 information -- that's a DMS-100 should be 200, and the
3 reason I changed that, initially I had misinformation
4 given to me.

5 Q Thank you. Other than that change, if I
6 were to ask you the same questions today that are
7 contained in your direct testimony would your answers
8 remain the same?

9 A Yes, they would.

10 MR. STINSON: Chairman Johnson, I'd like to
11 move the the admission of Mr. Meyer's direct
12 testimony.

13 CHAIRMAN JOHNSON: It will be inserted into
14 the record as though read.

15 MR. STINSON: Thank you.

16 Q (By Mr. Stinson) Mr. Meyer, did you also
17 cause to be prepared rebuttal testimony consisting of
18 12 pages, which was prefiled on behalf of the Wireless
19 One's proceeding in October 28, 1997, and marked for
20 identification purposes as Wireless One Network
21 Arbitration Exhibit 2.0R?

22 A Yes, I did.

23 Q Do you have any changes or corrections to
24 make to your rebuttal testimony?

25 A No, I do not.

1 **Q** If I were to ask you those same questions
2 today that are contained in that rebuttal testimony,
3 would your answers remain the same?

4 **A** Yes, they would.

5 **MR. STINSON:** Chairwoman Johnson, I'd also
6 like to move the admission into the record of
7 Mr. Meyer's rebuttal testimony.

8 **CHAIRMAN JOHNSON:** It will be inserted into
9 the record as though read.

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1 Q. Please state your name and business address?

2 A. John Meyer, 2100 Electronic Lane, Ft. Myers, Florida, 33919.

3 Q. By whom are you employed ?

4 A. Wireless One Network, L.P. as Systems Engineering Manager

5 Q. What is your educational background?

6 A. I have an associates degree in electronics and also possess a general radio
7 telephone FCC license and NABER license. In addition, I have attended
8 numerous seminars on radio telephony over the past 15 years to remain current
9 with the latest technology.

10 Q. How long have you been employed by Wireless One?

11 A. I have been with Wireless One, including its predecessor, since it first obtained
12 operating authority in 1990.

13 Q. What did you do before that?

14 A. Since 1984, I worked under Wireless One's managing general partner in his
15 proprietary paging and two-way mobile and SMR business, Qualicom Electronic,
16 which is a wireless carrier serving most of the Ft. Myers LATA.

17 Q. What were your job responsibilities with Qualicom?

18 A. From 1985-1990, I was its chief technician responsible for 35 plus transmitter
19 sites in a nine county area similar to Wireless One's, but including Sarasota
20 County a portion of that time.

*Testimony of John Meyer
Wireless One Network, L.P.
Exhibit 20*

1 Q. Did you have dealings with Sprint (United Telephone) during your Qualicom
2 employment?

3 A. Yes, I ordered most of the interconnections we made with Sprint. I installed and
4 maintained the connections and also supervised their installation and
5 maintenance.

6 Q. Have your responsibilities changed in your relationship with Sprint?

7 A. From 1990-1995, I was the Technical Operations and Switch Manager for
8 Wireless One, supervising up to seven technical assistants in installing and
9 maintaining our own network, including its many intercarrier connections. My
10 present responsibility is more supervisory and less direct, but no changes in our
11 connectivity with other carriers occur without my knowledge and participation.

12 Q. Are you familiar with the Sprint technology used in providing basic intra and
13 interexchange services within the Ft. Myers LATA?

14 A. Yes.

15 Q. What is the purpose of your testimony in this proceeding?

16 A. My testimony identifies and compares the components of Sprint's and Wireless
17 One's local networks and explains how calls are originated and terminated on
18 each.

19 Q. Are you familiar with Mr. Heaton's testimony?

1 A. Yes, I have reviewed Mr. Heaton's testimony (Wireless One Exhibit 1.0) and the
2 various maps depicting Sprint's and Wireless One's networks (Exhibits FJH - 1.1
3 through 1.4).

4 Q. Could you describe, briefly, the general components of each network?

5 A. Certainly. Each network contains essentially three components: (1) tandem
6 switches, (2) transmission facilities and (3) end offices. These are described in
7 detail in Mr. Heaton's testimony.

8 Q. Are each of these components physically the same for each company?

9 A. In some respects they are physically the same. In other respects, where the
10 components are not physically identical, they still perform the same functions. By
11 definition, the networks of the two companies cannot be identical. Sprint
12 provides local services as a *wireline* carrier and Wireless One provides services as
13 a *wireless* carrier. Thus, as a wireline carrier, Sprint uses a traditional tandem/end
14 office hierarchy in terminating calls throughout the LATA, while Wireless One
15 employs the same features or their functional equivalents.

16 Q. Could you elaborate?

17 A. Sure. Within the Ft. Myers LATA, Sprint and Wireless One each maintain
18 tandem switches which allow, as do all tandems, for network interconnection with
19 other tandem or end office switches, primarily through T1 lines (*i.e.*, a data stream
20 that typically allows for 24 voice channels). As to Sprint's local wireline system,
21 once a call is switched at the tandem, it is transmitted over a T1 to the end office

1 serving the called party. From that end office, the call is transmitted over a single
2 wireline to the end user's fixed location.

3 As to Wireless One's local wireless system, once a call is switched at the
4 tandem, it is transmitted either over the company's proprietary microwave
5 transmission facilities, a leased T-1, or a combination of both to the end office
6 (cell site) that will serve the mobile called party. From that end office, the call is
7 transmitted by radio frequency to the end user's mobile location.

8 Q. Please explain the technical characteristics of the networks, starting with the
9 tandem switches.

10 A. Sprint's and Wireless One's tandem switches each were manufactured by the
11 same company, Northern Telecom. Sprint uses the Northern Telecom DMS²⁰⁰~~100~~
12 switches at both its Ft. Myers LATA tandems and Wireless One uses the Northern
13 Telecom DMS250 switch at both of its tandems.

14 Q. Are Sprint's and Wireless One's tandem switches the same?

15 A. Yes. Each has the same hardware pieces. The tandems also are functionally the
16 same in that each switches calls for transmission to the end office serving the
17 called party. The physical, but not the functional, characteristics of the network
18 begin to diverge once the tandem switches the call for transmission to the serving
19 end office.

20 Q. How so?

1 A. As to Sprint's local wireline system, the call is transmitted over a T1 to the end
2 office serving the called party. As to Wireless One's local wireless system, the
3 call is transmitted over Wireless One's leased T1 lines, proprietary microwave
4 facilities, or a combination of both to its end offices. Although the technological
5 means differs where microwave transmission is used, both perform the same
6 function -- the transmission of the call from the tandem to the end office.

7 Q. What function does each carrier's end office perform?

8 A. Each end office performs the same function of actually delivering the call to or
9 receiving the call from the end user. In Sprint's case, this is achieved by a single
10 wireline between the end office and the fixed end user location. In the case of
11 Wireless One, delivery is made by way of a radio signal between the end office
12 and end user's mobile location, as explained later in my testimony.

13 Technologically, Sprint's end offices contain Line Concentrating Modules
14 ("LCMs"), which provide connections to the end office from the end user's fixed
15 location by means of a wireline. Wireless One's end offices contain Line
16 Interface Modules ("LIMs"), which provide connections to the end office from the
17 end user's mobile location by means of radio frequencies.

18 Q. Please explain how these differences affect the operation of the end office,
19 beginning by describing a typical *wireline* call origination and completion
20 process.

1 A. A wireline call originator can only reach one wireline end office by a physical
2 hardline connection. The receiving wireline end office may be able to complete
3 (switch) the connection if the called party is also an end user of that end office; or
4 it may be able to switch the call to another end office within the same flat rate
5 extended service area (EAS area) without the use of a wireless tandem.

6 Only when a call cannot be completed through a direct connection within
7 the same end office or same flat rate calling area, will a call originated by a Sprint
8 customer require tandem switching. When the call requires tandem switching, it
9 is transmitted from a dedicated single line facility to the "home" end office (*i.e.*,
10 calling party's end office), to Sprint's tandem over a T1 line, from the tandem
11 over a T1 line to the terminating end office and, ultimately, by dedicated single
12 line facility to the called party.

13 Q. Now, describe a typical *wireless* call origination and completion process.

14 A. A wireless call originator reaches a wireless end office by best-available radio
15 frequency ("RF"), instead of a wireline. The end office is not dedicated to the end
16 user because of the mobile nature of the service and because the RF searches for
17 the strongest available radio signal, which may come from among several end
18 offices capable of serving a mobile customer at a give time. Thus, instead of
19 some calls being originated and terminated at the same end office, as in the
20 wireline end office, the central processor may find it appropriate to migrate the
21 connection and serving frequency between end offices during the call. For this

1 reason, our wireless tandems are designed and capable of doing more processing
2 and switching than Sprint's tandems.

3 Q. Why is this so?

4 A. Again, this is because of the technological distinctions between the two services.
5 A central location is needed for wireless service to accommodate end users who
6 necessarily will be traveling between end office locations (*i.e.*, from cell site to
7 cell site) and thus changing frequencies from cell site to cell site. If messaging
8 information were housed only in one end office, as with wireline service, the
9 wireless carrier would not be able to serve its mobile caller traveling to the next
10 cell site.

11 Let me elaborate by explaining how a call is received in a wireless
12 environment. When a mobile unit is turned on by the end user, it scans the
13 strongest available RF signal in that vicinity. If there are no available channels at
14 the closest cell (and that is the strongest signal sender) the central processor will
15 automatically shift the cell delivery to the next strongest signal sending end office.
16 Once it locks onto a specific cell site's transmitter, the mobile unit will then
17 transmit its identity to that cell site. The cell site sends a digital message via data
18 link to the tandem switch with which it is connected. This process is called
19 registration. This allows the switch to know where to send a call once it receives
20 a call request from another mobile unit or a landline caller.

1 Consider if I were to originate a land-to-mobile call through Sprint's local
2 end office to Sprint's Fort Myers tandem and then to Wireless One's South Fort
3 Myers tandem. The South Fort Myers tandem switch would identify the last
4 registration of the mobile unit in order to direct this call. It would identify which
5 wireless tandem switch was last to receive the mobile unit's registration and route
6 the call to that particular wireless tandem switch. The tandem switch would
7 receive the call and would identify the end office to which the mobile unit last
8 registered. The central processor then instructs all end offices in the vicinity of
9 the last registration to send back an acknowledgment of its ability to serve the
10 mobile unit at this time. Based on an automatic mobile response, the central
11 processor authorizes the connection to the end office with the best available voice
12 RF path, and that end office completes the connection to the mobile called party.

13 Obviously, this registration function could not be handled by the
14 individual end offices because they would not have the capability to ascertain to
15 which of the various cell sites the mobile end user was last registered and the
16 cellular system could not operate.

17 It is important that all of the end offices are dependent on a central
18 location for registration for other reasons. Consider if the mobile unit that is
19 registered on a particular end office is located in a building and is carried by a
20 person and passes through RF obstructions such as metal studs or appliances. The
21 mobile unit may redefine its standby channel to another end office at any given

1 second without reregistering. If end office registrations were not interdependent,
2 an automatic shift to a stronger RF channel from another end office could not
3 occur. It is for this reason that the wireless carrier must have a control data base
4 processor at the tandem.

5 Just as important, it is impossible for the wireless tandem switch to send a
6 call to an end user without the use of end office facilities. The wireless end office
7 is required to originate the call, terminate the call, and to provide the interface to
8 the mobile unit for call requirements and features.

9 The Wireless One end offices provide the same functionality as the Sprint
10 end office provides to the end user; however, due to the added complexity of RF
11 assignments as explained above, it would be impossible to engineer a working
12 cellular system without having the database information at a central location. In
13 brief, both the wireless and wireline tandems provide a means to direct the call to
14 the specific end office and both the wireless and wireline end offices provide the
15 only means to provide these calls to the end user.

16 Q. Please summarize the process of how a Sprint customer's call is terminated on
17 your network and how a Wireless One customer's call is terminated on Sprint's
18 network.

19 A. The process is the same. A Sprint customer's call is delivered by wireline to the
20 LCM at the end office serving the calling party. From there, Sprint transmits it to
21 its tandem which switches the call and forwards it to a Wireless One network

1 interconnection, as detailed in Mr. Heaton's testimony. From the point of
2 interconnection, Wireless One transmits the call to either of its two tandems, from
3 where it is transmitted over the proprietary microwave network, leased T1s, or a
4 combination of both to the end office serving the called party. At the end office, it
5 passes through LIM for radio frequency delivery to the called party.

6 Conversely, a Wireless One mobile customer's call is delivered by radio
7 frequency to the end office where it connects via the LIM for transmission by the
8 proprietary microwave system, leased T1, or a combination of both to the tandem
9 office where it is switched and forwarded to a point of interconnection with
10 Sprint. Sprint then transmits the call through an end office LCM to the called
11 party's fixed location using T1 connection from its tandem to the customer's end
12 office, if Wireless One was unable to deliver directly to the end office.

13 Q. Does this conclude your testimony.

14 A. Yes, except that I would like to summarize that Sprint's and Wireless One's local
15 networks contain the same three components: (1) tandem switches, (2)
16 transmission facilities and (3) end offices. Although the networks by necessity
17 have some physical differences, since Sprint is a wireline local service provider
18 and Wireless One is a wireless local service provider, the networks provide the
19 same, or equivalent, transport and termination functions.

*Rebuttal Testimony of John Meyer
Wireless One Network, L.P.
Exhibit 2 OR*

1 Q. Please state your name and business address?

2 A. John Meyer, 2100 Electronic Lane, Ft. Myers, Florida, 33919.

3 Q. Are you the same John Meyer that submitted direct testimony in this case on
4 October 7, 1997?

5 A. Yes.

6 Q. What is the purpose of providing this portion of testimony in this proceeding?

7 A. This testimony responds to the direct testimony of F. Ben Poag filed by Sprint in
8 this proceeding on October 7, 1997 that addresses the network components of
9 Wireless One's and Sprint's networks. ~~This testimony also responds to Mr.
10 Poag's testimony when deposed by Wireless One on October 20, 1997, a copy of
11 which is attached to Frank Heaton's rebuttal testimony as Wireless One exhibit
12 FJH-1-9.~~

13 Q. Before specifically addressing Mr. Poag's testimony, can you comment on
14 Sprint's statements in its Response filed with the Commission on October 7, 1997
15 that Wireless One has admitted that it does not perform tandem switching and
16 transport (Response, at 8-9).

17 A. Yes, I have read that statement in Sprint's Response. Wireless One has never
18 admitted that it does not perform tandem switching and transport, because to do
19 so would be untrue.

1 Q. Mr. Poag at pages 12 through 14 of his direct testimony states that Wireless One's
2 CMRS network does not provide the equivalent functions of a tandem/end office
3 hierarchy. Do you agree?

4 A. Absolutely not! As I testified previously, each network contains the same three
5 components: (1) tandem switches, (2) transmission facilities and (3) end offices.

6 Q. Do you agree with Mr. Poag's assertion that Wireless One's comparison of its
7 network with Sprint's on these bases is an "oversimplification." (Deposition, at
8 17, 18, 22.)

9 A. No. By his assertions, Mr. Poag is attempting to confuse the equivalent
10 functionality of the two networks' components with discussions of auxiliary
11 equipment used by Sprint (e.g., subscriber line carrier and cross boxes, discussed
12 later) which is unnecessary to complete a call on its network. In fact, Mr. Poag's
13 last engineering assignment pre-dated operational cellular networks, and it is he
14 who oversimplifies the operation and design of Wireless One's network.

15 For example, Mr. Poag suggests that Wireless One's cell sites do not "look
16 like" end offices because they have no call processor, switching bus with time
17 slots and memory, billing and recording capabilities. (Deposition, at 27.) What
18 Mr. Poag has just described is any small controller terminal used for stand-alone
19 paging and stand-alone two-way communications. This would allow the paging
20 companies, SMR companies, the radio common carriers, and most any other
21 telephone interconnect equipment company with which Sprint is connected to be

1 identified as having end offices. Such a system provides minimum translations
2 ability and usually is a stand-alone site. It would not require a massive overlay of
3 "high tech" networking systems similar to Sprint's and Wireless One's, nor does
4 it define the tremendous routing diversity ability that the Sprint and Wireless One
5 networks provide.

6 Wireless One's network is extremely complex, as is Sprint's network. We
7 both use fiber in our networks and have the ability for complex routing and
8 diversity routing for 100% recovery (for our systems that provide this "high tech"
9 redundancy). The complexity of both networks becomes even more confused
10 with the addition of auxiliary equipment to serve rapidly growing wireless and
11 wireline customer bases. However, detailing all of these components only would
12 serve to confuse the issue and mislead the Commission as to whether these
13 equally complex networks are functionally equivalent. Wireless One deliberately
14 has chosen not to inject such detail in this proceeding for this reason.

15 Q. Then let's first consider each of the three essential network components that make
16 the networks similar. Does Mr. Poag dispute that Wireless One's network
17 contains transmission facilities?

18 A. No. Mr. Poag readily admitted when asked during his deposition that Wireless
19 One provides transmission facilities. (Deposition, at 16, 28.)

20 Q. What about switching facilities?

1 A. Mr. Poag also admits that Wireless One's DMS250 in South Ft. Myers performs
2 switching functions. (Deposition, at 28.)

3 Q. Do you recall your pre-filed direct testimony when, in comparing Sprint's and
4 Wireless One's tandem switches, you stated that Sprint maintained a DMS100 at
5 its Ft. Myers' location?

6 A. Yes, I do; however, that information was based upon incorrect data that I had been
7 provided. Mr. Poag corrected my testimony during his deposition (Deposition, at
8 18) by indicating that Sprint actually maintains a DMS200 tandem switch at its Ft.
9 Myers location, which resembles Wireless One's DMS250 more closely than the
10 DMS100.

11 Q. Please elaborate.

12 A. Like the DMS 100, Sprint's DMS 200 is manufactured by Northern Telecom, as
13 is Wireless One's DMS250. The DMS200 and DMS250 each is referred to as
14 "access and toll" tandems.

15 Q. Why are they called "access and toll" tandems?

16 A. Because their main purpose is to provide trunk to trunk interconnection to end
17 offices, interexchange carriers' points of presence, and other carriers' tandem and
18 end offices. Wireless One's DMS250 makes these interconnections as detailed
19 further in Mr. Heaton's testimony. In fact, we have had SS7 connectivity since
20 1992 with A-side cellular carriers throughout North America. This is what
21 enables us to validate another carrier's customer's intended use of our system and

1 vice versa. A cellular customer only needs to turn on his phone in another
2 carrier's market and the signaling system immediately will authorize his use of
3 other carriers' systems. The SS7 networking which connects over 400 cellular
4 tandems to provide re-routing of calls to any of these cellular tandems (i.e.,
5 "follow me roaming") is wholly independent of any Sprint interconnection.
6 Clearly, Wireless One's DMS250 is a tandem.

7 Q. Obviously, then, you don't agree with Mr. Poag's assertion that Wireless One's
8 DMS250 "provides basically end office switching functionality." (Deposition, at
9 16.)

10 A. I could not disagree more. Wireless One's DMS250, like Sprint's DMS200, are
11 incapable of providing line termination to the end user on their own. It is for this
12 reason that Wireless One and Sprint each co-locate end offices with their tandem
13 locations – to make the line terminations to the end users that these tandems
14 cannot.

15 In fact, Mr. Poag's argument that the DMS250 provides end office
16 functionality is contrived to support the contention that Wireless One's end
17 offices are not functionally equivalent to Sprint's end offices. The trap that Mr.
18 Poag falls into is that, if Wireless One's end offices are not functionally
19 equivalent to Sprint's end offices, the calls to the DMS250 must be terminated
20 somehow. Thus, he makes the unsupportable claim that the DMS250 is
21 terminating the calls. Even Mr. Poag backed away from this position, admitting

1 that Sprint's real issue as to network functionality was limited to whether
2 Wireless One's end offices were functionally equivalent to Sprint's end offices.
3 (Deposition, at 28.) Of course they are, because the main function of each is to
4 provide line termination to the end user, which cannot be done by other means.

5 Q. Before we discuss end office functionality in greater detail, do you disagree with
6 any other of Mr. Poag's statements concerning Wireless One's tandem switch?

7 A. Yes. In explaining the functional equivalency of Sprint's and Wireless One's
8 tandem switches in my direct testimony, I stated that each contained the same
9 hardware pieces. In his only attempt to distinguish the tandems, Mr. Poag states
10 that the DMS250 could not provide operator services. In fact, both the DMS250
11 and DMS200 are capable of providing operator services and a multitude of other
12 features.

13 Simply put, each tandem contains the same hardware pieces and performs
14 the same function of switching calls for transmission to the end office. They are
15 functionally equivalent.

16 Q. You've also explained that Wireless One's and Sprint's end offices are
17 functionally equivalent because each provides line termination to the end user,
18 which cannot be done by other means. On what basis, then, does Mr. Poag
19 conclude that Wireless One's end offices are not functionally equivalent to
20 Sprint's?

1 A. Essentially, Mr. Poag relies on three arguments: (1) that Wireless One's end
2 offices lack a call processor, (2) that Sprint is unable to terminate calls at Wireless
3 One's end offices, and (3) that Wireless One's end offices are more akin to a line
4 concentrator. Each is unfounded.

5 Q. Please explain.

6 A. In my direct testimony filed October 7, 1997, I went to great lengths to
7 demonstrate the technological distinctions between a wireless and wireline
8 network. A wireless network requires that the call processor be placed at a central
9 location (*i.e.*, at the tandem switch), while it may be placed at the individual end
10 offices of a wireline network. These distinctions do not change the fact that the
11 end offices of each network function to terminate calls to their respective end
12 users. Instead, they merely recognize that a different technology must be
13 employed to serve mobile wireless customers than fixed wireline customers.

14 To summarize briefly, a central call processor is needed for wireless
15 service to accommodate end users who necessarily will be traveling between end
16 office locations (*i.e.*, from cell site to cell site) and thus changing frequencies from
17 cell site to cell site. If messaging information were housed only in one end office,
18 as with wireline service, the wireless carrier would not be able to serve its mobile
19 caller traveling to the next cell site.

20 Alternatively, the user could be in a fixed location capable of being served
21 by multiple end offices. If the end office which customarily could provide a line

1 interface module to the cellular customer is out of service or all of its lines are in
2 use, the customer would be unable to place or receive calls at that time without the
3 central processor selecting the next best available end office.

4 As I explained previously, when a mobile unit is turned on by the end
5 user, it scans the strongest available radio frequency ("RF") signal in that vicinity.
6 If there are no available channels at the closest cell (and that is the strongest
7 signal sender) the central processor will automatically shift the cell delivery to the
8 next strongest signal sending end office. Once it locks onto a specific cell site's
9 transmitter, the mobile unit will then transmit its identity to that cell site. The cell
10 site sends a digital message via data link to the central processor with which it is
11 connected. This process is called registration. This allows the network to know
12 where to send a call once it receives a call request from another mobile unit or a
13 landline caller. This registration function could not be handled by the individual
14 end offices because they would not have the capability to ascertain to which of the
15 various cell sites the mobile end user was last registered and the cellular system
16 could not operate.

17 The Wireless One end offices provide the same functionality as the Sprint
18 end office provides to the end user; however, due to the added complexity of RF
19 assignments as explained above, it would be impossible to engineer a working
20 cellular system without having the call processing information at a central
21 location. It is for this same reason that, upon acquiring Palmer Wireless, Wireless

1 One plans to decommission the North Ft. Myers tandem office – to provide a
2 single central call processing network to eliminate border issues which could
3 confuse the “best available server.” The placement of the call processing
4 functions at the South Ft. Myers tandem makes each Lee County end office no
5 less a switch, but just relocates the call processor to accommodate the unique
6 needs of a wireless network.

7 In brief, both the wireless and wireline tandems provide a means to direct
8 the call to the specific end office and both the wireless and wireline end offices
9 provide the only means to provide these calls to the end user. The fact that
10 Sprint’s end offices provide independent call processing is immaterial.

11 Q. Do you agree with Mr. Poag’s statement that Wireless One’s end offices are not
12 functionally equivalent to Sprint’s because Sprint is unable to interconnect at
13 Wireless One’s end office?

14 A. Absolutely not! Sprint could interconnect at Wireless One’s end office so long as
15 it is capable of providing the SS7 signaling necessary for call origination and
16 termination.

17 To connect a trunk from a Sprint end office to a Wireless One end office, a
18 voice path (or trunk termination) and a SS7 end-to-end signaling connection is
19 needed. Sprint is able to provide the voice path via their end offices; however,
20 Sprint has not equipped its Ft. Myers LATA end offices to deliver SS7 signaling,
21 including Automatic Number Identification (“ANI”). Instead, Sprint’s end offices

1 must obtain their SS7 signaling capabilities from Sprint's Altamonte Springs and
2 Winter Park STP offices, through a series of routings through Sprint's Ft. Myers'
3 LATA tandem offices.

4 Sprint would have this Commission believe that it is Wireless One's
5 dependence on the call processor at its tandems that prevents this end office-to-
6 end office interconnection; however, Wireless One's end-office dependence on
7 call processing functions is very analogous to Sprint's dependence on Altamonte
8 Springs and Winter Park for SS7 signaling. Without trunk signaling, the call is
9 incapable of functioning. If anything, Sprint's analogies point to the functional
10 equivalencies of the two networks, rather than their distinctions.

11 Q. Do you agree with Mr. Poag's statement that Wireless One's cell site is more
12 akin to a subscriber line carrier (*i.e.*, a line concentrator) than an end office?
13 (Deposition, at 102, 103.)

14 A. No! Mr. Poag's attempt to downplay the essential function of Wireless One's end
15 office, by suggesting that it is the equivalent of a line concentrator is grossly
16 misleading. Indeed, even Mr. Poag had to admit during his deposition that, while
17 a wireline network can operate without a line concentrator (or line carrier), a
18 cellular network cannot operate without its end office. (Deposition at 110-111.)

19 Similarly, cross boxes merely are a point for termination for active and
20 non-active pairs of wires providing a reserve of pairs for future use to the final
21 destination, for example a neighborhood subdivision. Cross boxes are wholly

1 non-essential for the operation of a wireline end office, and there is no
2 requirement that that a cross box be part of an active connection.

3 Q. Please clarify the function of a line concentrator on Sprint's network.

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

11 Q. How do these devices connect to Sprint's and Wireless One's end offices?

12 A. Sprint's interconnection to these outside service extension devices relies on the
13 Nortel LCM (Line Concentrator Module) at the end office; whereas the Wireless
14 One interconnection to such devices relies on the Nortel LIM (Line Interface
15 Module) at the end office, as described in my direct testimony filed October 7,
16 1997. The end offices, which provide for multi-point connectivity, are required
17 for line termination to the end user, with or without this auxiliary equipment.

18 Q. Would you please summarize your testimony.

19 A. Wireless One's wireless network is functionally equivalent to Sprint's wireline
20 network. The differences between the two are functions of technology only to be
21 able to serve distinctively different customers (mobile versus fixed). Mr. Poag

1 readily admits that the networks are equivalent in their transmission and tandem
2 switching functions, but refuses to concede that Wireless One's end offices are
3 functionally equivalent to Sprint's. My testimony in this proceeding demonstrates
4 their functional equivalency in that each are necessary to provide line termination
5 to the end user.

6 Q. Does this conclude your testimony?

7 A. Yes, it does.

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1 BY MR. STINSON:

2 Q Mr. Meyer, would you please provide the
3 panel with a brief summary of the direct and rebuttal
4 testimony you have prefiled in this proceeding?

5 A Yes, I'll go ahead and do that. Thank you.

6 I will address only the first issue in these
7 proceedings, and that is whether Wireless One's
8 network is functionally equivalent to Sprint's
9 traditional wireline tandem and office network
10 hierarchy.

11 My testimony identifies and compares the
12 components of Sprint's and Wireless One's local
13 networks and explains how calls are originated and
14 terminated on each of our networks.

15 Sprint's and Wireless One's local networks
16 contain the same three components; and that is both of
17 us have tandem switches, we both have transmission
18 facilities, and we both have end offices.

19 I conclude that the networks, by necessity,
20 have some technological and physical differences.
21 However, because Sprint is a wireline carrier and
22 Wireless One is a wireless carrier, the networks
23 provide the same or equivalent transport and
24 termination functions.

25 There's no dispute that Wireless One and

1 Sprint each have tandem switches which were produced
2 by the same manufacturer, or that each have its own
3 transmission facilities. Sprint disputes only that
4 Wireless One end office cell sites are equal to its
5 end offices.

6 My testimony clearly demonstrates their
7 equivalency because each performs the same function of
8 actually delivering the call or receiving the call to
9 and from the end user.

10 Our wireless network can never function at
11 all without our end office cell sites nor could
12 Sprint's function without their end offices. The
13 functional equivalency of the networks is obvious by
14 the manner in which they deliver traffic.

15 An example of the way Sprint delivers a call
16 through the Wireless One Network is as follows: A
17 Sprint customer's call is delivered by wireline to a
18 line concentrating module at the serving end office.
19 From there Sprint transmits it to a tandem which
20 switches the call and forwards it to the Wireless One
21 Network interconnection. From the point of
22 interconnection, Wireless One transmits the call to
23 its tandem, and from there it is then transmitted over
24 a proprietary fiber and microwave network, and/or
25 leased T-1s to the end office serving the called

1 party.

2 At the end office it passes through a line
3 interface module which is the equivalent of a line
4 concentrating module that Sprint uses at their end
5 offices. Then the call is sent via radio frequency to
6 the called party.

7 Conversely, the example of a Wireless One
8 call scenario through the Sprint network is as
9 follows: A Wireless One mobile customer call is
10 originated via radio frequency through the line
11 interface module located at the serving end office of
12 Wireless One. From there it is transmitted over the
13 proprietary fiber and microwave network and/or leased
14 T-1 lines, to its tandem which switches the call and
15 forwards it to the Sprint interconnection.

16 From the point of interconnection Sprint
17 transmits the call to its tandem and then to its end
18 office. At the end office it passes through a line
19 concentrating module to the called party's fixed
20 location.

21 In all of this Wireless One's wireless
22 network is functionally equivalent to Sprint's
23 wireline network. The difference between the two are
24 technology only, which enables Sprint to serve fixed
25 wireline customers and Wireless One to service

1 wireless customers. That's all I have.

2 MR. STINSON: Thank you. Mr. Meyer is
3 available for cross examination.

4 CROSS EXAMINATION

5 BY MR. REHWINKEL:

6 Q Thank you. Good afternoon, Mr. Meyer.

7 AS I think you know my name is Charles
8 Rehwinkel. I'm the attorney for Sprint-Florida in
9 this case.

10 Let me just get this out of the way and ask
11 you about your deposition. Do you have a copy of your
12 deposition with you?

13 A Yes, I do. Yes.

14 Q And that would be Exhibit No. 4.

15 MR. REHWINKEL: Madam Chairman, if I could
16 inquire, I have not seen what the Staff provided. Did
17 you provide the errata sheet with that exhibit?

18 MR. COX: No, we did not, and at the time we
19 moved it we were going to ask that it be inserted. We
20 didn't have the copies with us when we prepared these.

21 MR. REHWINKEL: I take it it would be
22 appropriate, Madam Chairman, to have that just added
23 to the exhibit rather than made a separate exhibit.

24 MR. COX: Staff would agree with that.

25 Q (By Mr. Rehwinkel) Do you have the errata

1 sheet that you -- that was provided with your
2 deposition with the changes you made to it, Mr. Meyer?

3 A No, I do not.

4 Q Did you make changes to your deposition,
5 which is Exhibit No. 4, or corrections, I should say?

6 A Yes, I did.

7 Q I take it you -- when you corrected your
8 deposition you changed every error that you saw in
9 your testimony?

10 A Yes. There was one exception I found this
11 morning.

12 Q Okay. Could you tell me what that is?

13 A Yes. Where I make reference to a General
14 Datacom product called TMS. It was a typo and it's
15 called "DMS."

16 Q It's called what?

17 A "D" as in "dog" "M" "S". It was supposed to
18 be "TMS" for transport megamux system. And that's
19 throughout the deposition.

20 Q So is it everywhere but Page 21, line --
21 let's see -- can you provide to the Commission a
22 correction to your errata sheet in that regard?

23 A Yes, I can. It's in several areas. I see
24 it on Page 21, Page 25.

25 Q There are roughly 20 or so references to a

1 "DMS" that should be changed to "T" as in "Tom" "M"
2 "S"?

3 A In relationship to the General Datacom, yes.
4 There are DMS-250, DMS-100, DMS-200 that are still
5 DMS. However, the General Datacom product -- and I
6 believe I preface that -- is a TMS.

7 Q Just so the record is clear, no one reading
8 your deposition should assume that there's any DMS
9 technology out in the network, on the rings, in the
10 context of a DMS switch that Nortel manufacturers; is
11 that correct?

12 A That's correct.

13 Q Mr. Meyer, let me turn to your direct
14 testimony. You say your educational background is
15 that you have an associates degree in electronics.
16 Can you tell me where that is from?

17 A It's from Fort Lauderdale.

18 Q Is there a particular school?

19 A Yeah. There's a school that's called Brown
20 Institute.

21 Q Okay. Is Brown Institute a junior college?

22 A It's a technology school.

23 Q And you reference a NABER license. Is that
24 the National Association of Business and Educational
25 Radio?

1 A Correct.

2 Q You state in your testimony that you've
3 attended radio telephony seminars; is that correct?

4 A That's correct.

5 Q Okay. By stating that you've attended radio
6 telephony seminars, are you testifying that you have
7 not attended wireline telephony seminars?

8 A Both. I have attended -- because the
9 DMS-250 that we have in our tandem is equated -- or
10 uses base software from the DMS-100 and 200, the
11 classes are interchangeable, and I have been to
12 actually wireline classes to go to those.

13 Q So the Nortel classes on the switching
14 technology is the limit of your wireline telephony
15 seminars?

16 A No, sir. It's quite extensive in paging,
17 voice answering systems and just many different
18 things. I don't have a list in front of me. But I've
19 gone throughout the '80s and throughout the '90s.

20 Q Those things you have just listed are radio
21 telephony?

22 A Excuse me? The answering services, sir?
23 That's radio.

24 Q You can answer my question.

25 A Was that a question?

1 MR. STINSON: Excuse me. Maybe you might
2 want to rephrase the question, Mr. Rehwinkel, or ask
3 it again.

4 Q (By Mr. Rehwinkel) Your paging is a radio
5 telephony seminar; is that correct?

6 A No, sir.

7 Q Okay.

8 A It's actually a switching system, sir.

9 Q The seminar you attended was a wireline
10 seminar relating to paging; is that correct?

11 A I'm sorry, one more time.

12 Q The seminar you attended with regard to
13 paging was a wireline seminar; is that your testimony?

14 A Actually there's several courses, but the
15 one that -- they were both, actually. I've gone to
16 transmitters and RF systems, and I've also gone to
17 several switching type of schools and seminars.

18 Q You didn't see the need to list that in your
19 direct prefiled testimony?

20 A No.

21 Q Okay. Now, you've never testified in a
22 regulatory proceeding; is that correct?

23 A Just the deposition. And the small case
24 with an employee. But regulatory, only the
25 deposition.

1 Q Okay. Other than this proceeding, you have
2 never testified in a regulatory docket; is that
3 correct?

4 A If it doesn't include the deposition,
5 correct.

6 Q In fact, you have little or no regulatory
7 experience, do you?

8 A No, I do not -- yes, I do not.

9 Q Okay. Your experience in radio telephony on
10 behalf of your employers in the business has been
11 limited to the technical side as opposed to the
12 regulatory side; is that correct?

13 A That's correct, with one exception. In 1988
14 we were part of the Radio Telephone Association and we
15 were one of the first to, if not the first to, to come
16 up with the Type 2 interconnect for paging.

17 Q You say "we", this would be a company you
18 used to work for, not --

19 A I'm sorry, Qualicom, which is predecessor
20 or -- with the same owner of Wireless One.

21 Q And it is true that you have no costing or
22 pricing experience; is that correct?

23 A That's correct.

24 Q Okay. In fact, you've never had any need to
25 concern yourself with the details of the FCC's First

1 **COMMISSIONER GARCIA:** While we're paused,
2 Madam Chairman, I just want to tell you I'm rejoining.

3 **CHAIRMAN JOHNSON:** Welcome. Joy, could you
4 state that answer, the one before?

5 **COMMISSIONER GARCIA:** Could you speak into a
6 mike because I can't hear what she's saying.

7 (Thereupon, the question appearing on Page
8 130, Lines 24 and 25 through Page 131, Line 1, was
9 read back by the reporter.)

10 **CHAIRMAN JOHNSON:** Okay. It's Joy. She's
11 reading back the witness's answer, there was a Motion
12 to Strike his last answer.

13 **MR. STINSON:** Go ahead, finish. I'm sorry,
14 I didn't -- I didn't know that she had finished the
15 response, the last response.

16 **CHAIRMAN JOHNSON:** She hadn't. He just --
17 Commissioner Garcia asked if she could speak into the
18 microphone and I was trying to let him know where she
19 was.

20 **COMMISSIONER GARCIA:** So they are asking for
21 a ruling from you, Madam Chairman?

22 **CHAIRMAN JOHNSON:** Joy, could you read --
23 you didn't get to the last -- could you read that
24 last -- his very last answer again because that was
25 more responsive to the question I thought.

1 (Thereupon, the answer appearing on Page
2 131, Lines 5 through 6, was read back by the
3 reporter.)

4 **CHAIRMAN JOHNSON:** And what are you asking
5 us to strike?

6 **MR. STINSON:** Well, that doesn't necessarily
7 have to be stricken. My objection is going to the
8 fact that Mr. Rehwinkel is proceeding down the path of
9 the scope of Mr. Meyer's testimony --

10 **CHAIRMAN JOHNSON:** You're going to have to
11 speak into the microphone.

12 **MR. STINSON:** Mr. Meyer's testimony and the
13 scope thereof is stated in the testimony. And
14 Mr. Rehwinkel is proceeding outside of the scope of
15 that testimony.

16 **MR. REHWINKEL:** My response to that is if
17 the testimony spoke for itself we wouldn't have the
18 need for cross examination, Commissioner.

19 **CHAIRMAN JOHNSON:** Is there an outstanding
20 question?

21 **MR. REHWINKEL:** No, I don't think there is.

22 **CHAIRMAN JOHNSON:** Are you satisfied with
23 his last answer?

24 **MR. REHWINKEL:** Yes, ma'am.

25 **CHAIRMAN JOHNSON:** Is there a motion to

1 strike?

2 MR. STINSON: Let's proceed.

3 CHAIRMAN JOHNSON: Okay. Let's proceed.

4 Q (By Mr. Rehwinkel) Mr. Meyer, you are not
5 here today recommending any policy decisions by the
6 Commission; isn't that correct?

7 A I'm here as a witness and that's why I was
8 put here.

9 Q Your job here is to present the facts as you
10 view them to the Commission; isn't that right?

11 A Yes.

12 Q Okay. In that regard you have used certain
13 terms to characterize equipment in your network; isn't
14 that true?

15 A Yes.

16 Q You have used terms in your testimony that
17 you never before used to describe certain equipment
18 before becoming involved in this case; isn't that
19 true?

20 A I don't know. I don't know about equipment,
21 and that was your question.

22 Q Okay. I'll ask it again and ask you about
23 facilities. If I asked you the same question, instead
24 of saying "equipment" I said "facilities" wouldn't
25 that be true?

1 A Correct. Yes.

2 Q Okay. For instance, you have a piece of
3 equipment known as a mobile telephone switching office
4 or MTSO, M-T-S-O; isn't that correct?

5 A Correct.

6 Q Another name for that facility is a mobile
7 switching center; isn't that correct?

8 A I guess.

9 MR. STINSON: Well, if you know.

10 WITNESS MEYER: I'm sorry.

11 Q (By Mr. Rehwinkel) Have you ever heard of
12 the term "mobile switching center"?

13 A Yes, I guess I have. I'm sorry.

14 Q An acronym for that would be MSC?

15 A Yes.

16 Q And an MSC and MTSO are the same thing;
17 isn't that correct?

18 A Yes.

19 Q Okay. Isn't it true that that is the common
20 name for this type of equipment?

21 A Yes.

22 Q Okay. Do you know of any other kind of a
23 name for this type of equipment?

24 MR. STINSON: Could you read the antecedent
25 to what type of equipment?

1 MR. REHWINKEL: A mobile telephone switching
2 office or a mobile switching center.

3 COMMISSIONER GARCIA: Mr. Rehwinkel, could
4 you ask the whole question? Because you've lost me.

5 MR. REHWINKEL: Okay.

6 Q (By Mr. Rehwinkel) Are you aware of any
7 other type of name for a mobile switching center or a
8 mobile telephone switching office?

9 A For the purposes of comparison we used the
10 term "tandem office" or "tandem switch."

11 Q In this docket you have chosen essentially
12 for the first time in your career to publically refer
13 to a mobile telephone switching office as a tandem
14 switch; isn't that correct?

15 A That's correct.

16 Q Okay. Likewise you have a network facility
17 known as a cell site; isn't that correct?

18 A Correct.

19 Q And a cell site generally consists of a
20 tower, a small building maybe housing some
21 electronics; is that correct?

22 A I'm sorry, repeat the question.

23 Q A cell site generally consists of a tower
24 and a small building housing some electronics; is that
25 correct?

1 A That's an extremely simplified version of
2 what it is, correct.

3 Q In this proceeding for the first time in
4 your life you have referred to a cell site as an end
5 office; isn't that correct?

6 A Correct.

7 Q In fact, you're one of those people that
8 Mr. Adams referred to who call these cell sites; isn't
9 that right?

10 A I'm sorry, again?

11 Q You're one of the people that Mr. Adams
12 referred to in his opening argument who call these
13 cell sites?

14 A I don't recall.

15 Q Okay. Isn't it true that you've spent your
16 professional career concerning yourself with network
17 connectivity issues and not with regulatory
18 terminology?

19 A Correct.

20 Q So isn't it also true that someone suggested
21 to you that you use the word "tandem switch" and "end
22 office" in your testimony?

23 A Actually I believe when the problem existed
24 and it came to me; I believe I came up with that
25 phrase, to tell you the truth.

1 Q When the what existed?

2 A When this was brought towards me from
3 Mr. Heaton and he wanted my input, I believe I
4 actually equated the two together and said, "Well,
5 there's nothing much different from their end office
6 and our cell sites."

7 Q So your answer is that no one suggested to
8 you that you use these words in your testimony?

9 A I don't believe so. I think actually it
10 originated from myself.

11 Q So having never used these words before in
12 your life to describe these facilities, you just came
13 up with this terminology?

14 MR. STINSON: Objection. He's answered the
15 question a couple of times.

16 MR. REHWINKEL: I don't think he answered
17 the question that way, Madam Chairman.

18 MR. STINSON: I beg to differ.

19 CHAIRMAN JOHNSON: I think the question has
20 been asked and answered. If you could go on.

21 Q (By Mr. Rehwinkel) When you talk about
22 Sprint's end offices you're talking about an end
23 office switch; isn't that correct?

24 A I'm talking about their end office
25 facilities, yes.

1 Q Isn't it true that each of those end office
2 facilities that you're referring to has a switch in
3 it?

4 A It has a DMS-100 which Nortel calls a
5 switch.

6 MR. REHWINKEL: Madam Chairman, I think we
7 could go quicker if we followed the procedure and he
8 could give a yes or no and then he could explain.

9 WITNESS MEYER: I didn't know you wanted a
10 yes or no.

11 CHAIRMAN JOHNSON: I'm sorry. We didn't
12 explain that, but generally if you start with the yes
13 or no but then you can go ahead and explain your
14 answer.

15 WITNESS MEYER: Thank you.

16 Q (By Mr. Rehwinkel) When you testify about
17 a Wireless One, quote, "end office" in your testimony,
18 you don't mean an end office switch, do you?

19 A No.

20 Q In fact, none of Wireless One's cell sites
21 contain a switch, do they?

22 A There are parts of the cell -- inside the
23 cell facility.

24 MR. REHWINKEL: Madam Chairman --

25 WITNESS MEYER: I'm sorry.

1 **MR. REHWINKEL:** Could we ask him to answer
2 yes or no.

3 **WITNESS MEYER:** The question again, please.

4 **MR. REHWINKEL:** In fact, none of Wireless
5 One's cell sites contain a switch, do they?

6 **WITNESS MEYER:** I can't answer that yes or
7 no, ma'am. There are different fundamentals of what
8 you call a switch. He could be alluding to different
9 things. There are switching capabilities in a cell
10 facility. I can't say no to that and I can't say yes
11 to that, the way he phrased that question,
12 technically. Sorry.

13 **Q** **(By Mr. Rehwinkel)** So your testimony is
14 that there are cell sites out there that contain a
15 complete switch in them?

16 **A** They have switching facilities, sir. I
17 can't say yes or no, sir.

18 **Q** Okay. You agree -- you've already agreed
19 with me that a Sprint end office contains a switch; is
20 that correct?

21 **A** Correct.

22 **Q** Okay. To the same degree that a Sprint end
23 office contains a switch, you would agree with me,
24 would you not, that a Wireless One cell site does not
25 contain a switch, would you not?

1 A In the same function, no, it does not.

2 **COMMISSIONER CLARK:** Mr. Rehwinkel, if you
3 say "you would agree with me, would you not?" how are
4 you supposed to answer that question yes or no?

5 **MR. REHWINKEL:** I'm asking if he agrees with
6 me.

7 **COMMISSIONER CLARK:** Okay.

8 **MR. REHWINKEL:** I mean -- and I think he has
9 agreed with me that --

10 **COMMISSIONER CLARK:** If you would just say
11 "do you agree with me that it is" it would be more
12 helpful.

13 **MR. REHWINKEL:** Okay. I'm a bit rusty,
14 Commissioner.

15 **COMMISSIONER CLARK:** Pardon me?

16 **Q (By Mr. Rehwinkel)** On Page 2 of your
17 direct testimony you say that you're familiar with
18 Sprint's technology in the Fort Myers LATA; isn't that
19 correct?

20 **A I have to find that.**

21 **MR. STINSON:** Could you give us a line
22 reference?

23 **MR. REHWINKEL:** Line 14.

24 **WITNESS MEYER:** I don't know. I don't have
25 that with me.

1 Q (By Mr. Rehwinkel) You don't have your
2 direct testimony with you?

3 A Oh. Sorry. I'm sorry, I do. I apologize.
4 The question again, please?

5 Q On Page 2, Line 14 of your direct testimony
6 you state -- or you agree that you are familiar with
7 the Sprint technology used in providing basic intra-
8 and interexchange service within the Fort Myers LATA;
9 isn't that correct?

10 A Yes.

11 Q Isn't it true you have been in only a couple
12 of Sprint central offices in your life, the last time
13 of which was in 1991?

14 A Rephrase it; say it again, please, I'm
15 sorry.

16 Q Isn't it true that you've only been in a
17 couple of Sprint central offices in your life, the
18 last of which, the last -- let me just stop there and
19 ask you isn't it true you have been in only a couple
20 of Sprint central offices in your life?

21 A A couple, no. No, sir.

22 Q Do you have your deposition with you?

23 A Yes.

24 Q On Page 9, do you see where you were asked
25 the question starting on Line 22, you testified on, or

1 you say on Page 2 of your testimony, Lines 12 and 13,
2 that you are familiar with the Sprint technology used
3 in providing basic intra- and interexchange service
4 within the Fort Myers LATA. Could you tell me how you
5 are so familiar? And didn't you answer "Because I
6 have been in a couple of Sprint central offices"?

7 A I have been in several, so --.

8 Q The last time was in 1991; is that correct?

9 A I believe so, yes.

10 Q Now, I know you made a correction to your
11 testimony today, but isn't it true that when you filed
12 your direct testimony you stated or you testified that
13 Sprint uses the Northern Telecom DMS-100 switches at
14 both of its tandems?

15 A Yes, I said that.

16 Q Okay. And that's not true, is it?

17 A Actually it is.

18 MR. STINSON: He's already gone over that
19 prior to the cross examination today, and also in his
20 rebuttal testimony he's made that clarification and
21 explained why; asked and answer.

22 WITNESS MEYER: There is a DMS in both --
23 there's a DMS-100.

24 MR. STINSON: Excuse me.

25 CHAIRMAN JOHNSON: Your attorney has an

1 outstanding objection.

2 WITNESS MEYER: Okay. Sorry.

3 CHAIRMAN JOHNSON: Mr. Rehwinkel.

4 MR. REHWINKEL: Yes, Madam Chairman. I
5 certainly have every right to inquire of the reason
6 for his change. And that's what I intend to do right
7 here, if the Chair will allow it, because just because
8 he makes a change doesn't mean I cannot explore the
9 reason why he originally set it and now why he's
10 changing it.

11 CHAIRMAN JOHNSON: He did provide some
12 explanation of that when he made the revision. Are
13 you going to follow up on that?

14 MR. REHWINKEL: Yes, ma'am. It goes
15 directly to his experience and his knowledge of the
16 network.

17 CHAIRMAN JOHNSON: Okay. I'm going to allow
18 the question.

19 MR. REHWINKEL: Okay.

20 Q (By Mr. Rehwinkel) In going to the
21 correction you made, in your rebuttal testimony you
22 state you were wrong because you were provided with
23 incorrect data; isn't that correct?

24 A That's correct.

25 Q And I think today when you made the

1 correction you used the term "misinformation"; isn't
2 that right?

3 A I believe so.

4 Q What was the source of the misinformation or
5 incorrect data?

6 A As I said in my testimony I went off of a
7 sheet -- or in the deposition -- I went off of a paper
8 from the -- supplied from United Telephone, which I
9 don't believe it included the tandem switches that are
10 collocated with the DMS-100s. So although I said
11 DMS-100, they are shared with the DMS-200 facilities
12 as well, at those two sites.

13 Q I need to ask you about your statement that
14 this information was provided by United Telephone. Do
15 you mean Sprint?

16 A I'm sorry, yes.

17 Q Okay. Isn't it true that that information
18 was provided to you by Frank Heaton?

19 CHAIRMAN JOHNSON: By who?

20 Q (By Mr. Rehwinkel) Frank Heaton.

21 A Yes, I believe it was.

22 Q So it wasn't provided to you by Sprint, was
23 it?

24 A The paper -- ultimately, yes, it was
25 originated from Sprint. It had Sprint's information

1 on it.

2 Q Okay. What was incorrect or misinforming
3 about that information?

4 A The paper was not complete to whereas it did
5 not appear to include the DMS-200s.

6 MR. REHWINKEL: Madam Chairman, I'd like to
7 ask that an exhibit be identified for cross
8 examination purposes. And this exhibit has a fact
9 sheet of the Arter and Hadden law firm dated 10-24-97.
10 And the second page on the right-hand side is entitled
11 End Office Profile. That might be an appropriate name
12 for the exhibit.

13 CHAIRMAN JOHNSON: I'll mark it Exhibit 6,
14 and what was the short title?

15 MR. REHWINKEL: End Office Profile.

16 CHAIRMAN JOHNSON: End Office Profile.

17 MR. REHWINKEL: And just for information,
18 Madam Chairman, it is stamped "confidential" but that
19 was only because it was part of a deposition that was
20 pending a confidentiality determination, which I
21 believe is nothing -- nothing in Mr. Meyer's
22 deposition that's confidential.

23 MR. ADAMS: So the record is clear, I think
24 you added the confidential stamp, correct.

25 MR. REHWINKEL: Yes, I stamped --

1 (Exhibit 6 marked for identification.)

2 Q (By Mr. Rehwinkel) Mr. Meyer, is this the
3 document that you utilized in developing your
4 testimony?

5 A I don't know. I don't have one.

6 MR. REHWINKEL: I apologize. That's a fair
7 answer.

8 COMMISSIONER GARCIA: Mr. Rehwinkel, do I
9 need the document to follow along?

10 MR. REHWINKEL: I'm sorry?

11 COMMISSIONER GARCIA: Do I need the document
12 to follow along?

13 MR. REHWINKEL: I'm not -- it's hard for me
14 to say. I think that you will not.

15 COMMISSIONER GARCIA: Okay.

16 Q (By Mr. Rehwinkel) Have you had an
17 opportunity to look at what is Exhibit No. 6,
18 Mr. Meyer?

19 A Just now, yes.

20 Q Now, is this the document you utilized in
21 preparing your testimony regarding the DMS-100 being
22 Sprint's tandem switch?

23 A I don't know.

24 Q Mr. Meyer, were you asked to provide a
25 late-filed deposition exhibit in response to

1 questioning on Pages 78 and 79 of your deposition?

2 (Pause)

3 A The question again, please.

4 Q Were you asked in your deposition at Pages
5 78 and 79 to provide a Late-filed Deposition Exhibit
6 No. 2?

7 A Yes.

8 Q Isn't this the document that was provided in
9 response to that request?

10 A I don't know. I didn't send it to you.

11 MR. REHWINKEL: Madam Chairman, if I could
12 inquire of counsel for Wireless One if he would agree
13 this is what was provided in response to Late-filed
14 Deposition Exhibit No. 2.

15 MR. ADAMS: Yes, this is the document.

16 MR. REHWINKEL: Okay.

17 Q (By Mr. Rehwinkel) So Mr. Meyer, isn't
18 this the document you used as a basis for your
19 testimony that Sprint's tandem switch at Fort Myers is
20 a DMS-100?

21 A I don't know.

22 CHAIRMAN JOHNSON: What is confusing you?
23 Why aren't you certain?

24 WITNESS MEYER: I just don't know if it's
25 the same one or if there are different versions of

1 this. I mean -- I really don't know. It looks --

2 **CHAIRMAN JOHNSON:** You're not familiar with
3 the numbers and the -- are you just not familiar with
4 it or --

5 **WITNESS MEYER:** See, I only looked at this
6 one time and it was like two months ago. I might have
7 had it in my hand for like ten minutes. It looks a
8 lot like it. I mean I can assume it is and we can go
9 from there.

10 **CHAIRMAN JOHNSON:** I think your counsel said
11 it was but --

12 **WITNESS MEYER:** Okay. Then -- we could go
13 forward. I'm sorry.

14 **Q** **(By Mr. Rehwinkel)** Is this the document
15 then that Mr. Heaton handed to you or gave to you for
16 purposes of preparing your testimony?

17 **A** Yes.

18 **Q** Is this document also what you used in
19 preparing Mr. Heaton's Exhibit 1.1?

20 **A** Yes.

21 **Q** Okay. So you looked at this document for
22 ten minutes -- you looked at this document Mr. Heaton
23 handed to you for ten minutes and put into your
24 testimony that Sprint's tandem in Fort Myers is a
25 DMS-100; is that correct?

1 A What I did was listed these out off of this
2 paper for DMS-100, if that's what you're asking, yes.

3 Q No, that's not what I'm asking. I'm asking
4 as far as the preparation of your testimony,
5 testifying that a DMS-100 is Sprint's tandem switch at
6 Fort Myers.

7 A I believe so.

8 Q Okay. And there's nothing on this document
9 that you can see from looking at it here today that's
10 incorrect or misinforming, is there?

11 A Only that it's not complete. It is
12 misinforming.

13 Q What's not complete about it?

14 A I don't believe it includes the DMS-200s.

15 Q Did you ask Sprint to provide you a list of
16 tandem switches?

17 A No.

18 Q You didn't even ask Sprint for this
19 information, did you?

20 A No.

21 Q Did Mr. Heaton?

22 A I don't know if he asked.

23 Q Okay. Does it say up at the top "End Office
24 Profile"?

25 A Yes.

1 Q Okay. Is a tandem switch an end office?

2 A No.

3 Q Okay. Do end offices subtend tandem
4 switches?

5 A I'm sorry, again?

6 Q Do end offices subtend tandem switches?

7 A I'm not familiar with the phrase "subtend."

8 Q Tend. T-E-N-D?

9 A I don't know the phrase you're using.

10 Q Okay. Were you relying on Mr. Heaton's
11 representation that this was Sprint's DMS -- that
12 Sprint's tandem switch at Fort Myers was a DMS-100?

13 A I just neglected to keep it out as you all
14 have here.

15 Q Say that again?

16 A I didn't realize -- I just left it out as
17 it's left out of the list.

18 Q No. You've testified, haven't you, that you
19 looked at Fort Myers and it said DMS-100 and you
20 assumed that was the tandem switch; isn't that right?

21 A No, I can't say that.

22 Q Okay. Would you look on the first --

23 COMMISSIONER CLARK: Mr. Rehwinkel, could
24 you tell me something. Why are we pursuing this line
25 of questioning?

1 **MR. REHWINKEL:** Madam Chairman,
2 Commissioners, Mr. Meyer asserts that he's familiar
3 with Sprint's technology. And he's saying that a
4 DMS-250 is a tandem switch and that it's the same,
5 equivalent to the DMS-100, which is not our tandem
6 switch. And if he's asserting that he's familiar with
7 our network yet he thinks this is the tandem switch,
8 it shows that he's not aware of the switching
9 technology.

10 **COMMISSIONER CLARK:** Where does it say that
11 in his testimony?

12 **MR. REHWINKEL:** Say what?

13 **COMMISSIONER CLARK:** That he asserts it's
14 the same.

15 **MR. REHWINKEL:** In his testimony Mr. Meyer
16 states that he's familiar with Sprint's technology.

17 **COMMISSIONER CLARK:** I understand that.

18 **MR. REHWINKEL:** And that the DMS-100 is used
19 by Sprint as its tandem switch, and that's on Page 4
20 of his testimony. And then he goes on further to
21 equate the DMS-250 and the DMS-100.

22 **MR. STINSON:** But that has been changed both
23 today and in Mr. Meyer's rebuttal. I think we should
24 move on.

25 **MR. REHWINKEL:** The Commission is being

1 asked to rely on this man's testimony for comparison
2 of the functionality of both networks. If he can
3 testify about what his network does -- the only way he
4 can make a valid comparison is testify about what his
5 network does and what our network does. And if he's
6 going to be competent to testify, he needs to
7 demonstrate to the Commission that he understands our
8 technology.

9 **COMMISSIONER CLARK:** All right. I
10 understand that. But I thought your questioning went
11 to whether or not Sprint had provided inaccurate
12 information or if they misunderstood the information.

13 If your point is that he has taken the
14 position that the DMS-100 and the DMS-250 are
15 equivalent technology that hasn't come through to me.

16 **MR. REHWINKEL:** No, Commissioner. My only
17 purpose is to show that he's not that familiar with --
18 he's not as familiar with the technology in the Sprint
19 network as he claims to be. But I can move on.

20 **MR. ADAMS:** I'm concerned about timing a
21 little bit. It's almost 3:00 in the afternoon and
22 we've got three more witnesses to go through today.
23 Is there any special consideration we need to --

24 **CHAIRMAN JOHNSON:** No, that's noted and
25 Mr. Rehwinkel is aware of that, too, but I'm going to

1 allow him to ask his questions for a little while.

2 Q (By Mr. Rehwinkel) Just so we're clear on
3 this, you're not testifying that Sprint misinformed
4 you or gave you incorrect data?

5 A No.

6 Q Okay. You testified that you have a
7 DMS-250. How long has the company owned that switch?

8 A December of 1990 is when we purchased the
9 switch.

10 Q Okay. Now, you state that it is a DMS-250;
11 is that right?

12 A Yes.

13 Q When you bought the switch, did the DMS-250
14 have both tandem and wireless switching capabilities?

15 A Yes.

16 Q Was it a modified or a hybrid version of a
17 DMS-250 that an interexchange carrier would buy?

18 A I'm sorry, the question again?

19 Q Was it exactly the same type of switch that
20 an interexchange carrier would buy, software and
21 everything?

22 A No.

23 Q Okay. What was different about a DMS-250
24 that an interexchange carrier would buy and one that
25 you bought?

1 A An interexchange carrier won't have a use
2 for a DMS-250.

3 Q So your testimony is that an interexchange
4 carrier would not purchase a DMS-250?

5 A I don't believe so.

6 Q Okay. You upgraded your switch, your
7 DMS-250, in 1994 or 1995 to a supernode; is that
8 correct?

9 A Correct.

10 Q Is that a supernode SE or supernode?

11 A It's a supernode.

12 Q Okay. When you did so, did you change the
13 software that was loaded in the switch?

14 A Yes.

15 Q Okay. When you changed that software, did
16 you load it only with wireless capable software?

17 A No.

18 Q When you upgraded your software in 1994 or
19 1995 as part of the supernode upgrade, did you load
20 software in it that would perform tandem functionality
21 that an interexchange carrier would also utilize in a
22 DMS switch?

23 A Could I have the question one more time?

24 Q When you upgraded your switch in 1994 or
25 1995 to a DMS supernode technology, the software that

1 you loaded into it, did it contain tandem
2 functionality that an interexchange carrier would
3 utilize in a DMS switch?

4 A Yes.

5 Q And that's your sworn testimony here?

6 A If I'm using yes or no and nothing else,
7 yes.

8 Q Okay.

9 MR. STINSON: You are allowed to explain an
10 answer, Mr. Meyer, if an explanation is necessary.

11 WITNESS MEYER: Thank you.

12 CHAIRMAN JOHNSON: Did you want to -- I'm
13 sorry.

14 WITNESS MEYER: I'm sorry.

15 CHAIRMAN JOHNSON: If I confused you I
16 apologize, but you can always explain your answer, if
17 necessary.

18 WITNESS MEYER: Thank you. When you upgrade
19 to a supernode, the base software is derived from the
20 DMS-100 and 200. It's a base software. So in that
21 case -- in that thought pattern, yes, we do load and
22 we do upgrade to that using that base software.
23 However, the DMS-250 goes well beyond the capabilities
24 of simply adding the base software.

25 Q Have you ever heard of a DMS-MTX?

1 A Yes, I've heard of it.

2 Q Isn't it true that your DMS-250 is
3 essentially a DMS-MTX?

4 A I'm not sure.

5 Q Isn't a DMS-MTX the Nortel product based on
6 a DMS-250 platform that is utilized as a mobile
7 telephone switch by cellular providers?

8 A They used the term in the late '80s. I
9 haven't heard it too much lately.

10 Q Okay. When was the last time you went to a
11 Nortel seminar?

12 A Five months ago -- wait. Excuse me. March.

13 Q And all of that time you never heard the
14 term DMS-MTX?

15 A I don't recall. I don't recall ever hearing
16 that lately.

17 Q So it's your testimony that you don't know
18 whether your DMS-250 is essentially a DMS-MTX?

19 A No. I'm saying it's not being referred in
20 present day technology as a DMS-MTX.

21 Q Is it essentially a DMS-MTX?

22 A I'm not sure if it equates to a supernode
23 type model of the DMS-250 because I haven't used -- I
24 haven't heard the phrase being used for many years.

25 Q Would you agree that your DMS switch

1 controls the cell sites and provides trunking to the
2 public switched telephone network?

3 A Excuse me. One more time with that.

4 Q Would you agree that your DMS -- that a
5 DMS-MTX controls the cell sites and provides trunking
6 to the public switched telephone network?

7 A Assuming it's a DMS-MTX, yes.

8 Q Is that the function that your DMS-250
9 performs?

10 A Can you ask the question -- because there
11 are some play with words in this court proceeding, and
12 I need to identify with what you are saying.

13 Q Do you want me to ask it over again?

14 A Please.

15 Q Is it true that your DMS-250, "your" meaning
16 Wireless One's, controls the cell sites and provides
17 trunking to the public switched telephone network?

18 A Correct. Indirectly in many cases, however.

19 Q Did you say indirectly or --

20 A Indirectly. It's not a direct connect to
21 our end offices or cell sites.

22 Q Do you agree that cell site equipment
23 consists of radio equipment and antennas which handle
24 the air connection to the subscriber and multiplexing
25 equipment for backhaul to the switch?

1 A That's part of what it contains, correct.

2 Q Mr. Meyer, do you agree that an end office
3 switch is a switch from which end user telephone
4 exchange service is directly connected and offered?

5 A I'm sorry, can you repeat it?

6 Q Yes, I'd be glad to.

7 A Thank you.

8 Q Do you agree that an end office switch is a
9 switch from which end user telephone exchange service
10 is directly connected and offered?

11 A No. It has switching capability but it is
12 not per se a switch in the term that you're using.

13 Q An end office switch is not?

14 A I'm sorry?

15 Q You're saying an end office switch is not a
16 switch?

17 A No. I'm saying our cell site -- were you
18 talking about ours?

19 Q No. Let me ask the question one more time.
20 Do you agree that an end office switch is a switch
21 from which end user telephone exchange service is
22 directly connected and offered?

23 A Are you pertaining to a wireline or wireless
24 service?

25 Q I'm just asking if you agree that that's a

1 definition of an end office switch.

2 A No.

3 Q Okay. And what is your difference with that
4 definition?

5 A You're using the words "switch." I'm
6 suggesting that an end office provides direct
7 termination to the end user for call origination and
8 terminations through a device that directly sends dial
9 tone to the customer.

10 Q Do you agree that a mobile switching center
11 is a switch which is used by a CMRS provider to
12 connect and switch trunk circuits between and among
13 cell sites for wireless traffic and that links
14 wireless telephones to the landline public switched
15 telephone network.

16 MR. STINSON: I think there's a couple of
17 questions there. Could I have those broken down,
18 please? I object to the form.

19 MR. REHWINKEL: Mr. Stinson has an
20 objection.

21 MR. STINSON: The last question was
22 compound. I objected to the form; ask that they be
23 broken down.

24 CHAIRMAN JOHNSON: Mr. Rehwinkel.

25 MR. REHWINKEL: Madam Commissioner, I'm

1 asking Mr. Meyer about a definition. And the
2 definition is meaningless in each individual word. I
3 want to ask him if he agrees with his definition of
4 the mobile switching center.

5 **CHAIRMAN JOHNSON:** Could you repeat the
6 question.

7 **Q** (By Mr. Rehwinkel) Do you agree that a
8 mobile switching center is a switch which is used by a
9 CMRS provider to connect and switch trunk circuits
10 between and among cell sites for wireless traffic and
11 that links wireless telephones to the landline public
12 switched telephone network?

13 **CHAIRMAN JOHNSON:** I'm going to allow the
14 question as stated.

15 **WITNESS MEYER:** No.

16 **Q** (By Mr. Rehwinkel) What do you not agree
17 with there?

18 **A** You're suggesting that the switch is capable
19 of sending directly to a wireless customer. It is
20 impossible for that to happen. Just like we require
21 the end office, which again is the terminating device
22 to and from the customer, as you do in your end
23 offices.

24 **Q** Do you agree that tandem switching occurs
25 when a call is switched twice? (Pause)

1 COMMISSIONER GARCIA: Mr. Rehwinkel, could
2 you ask the question again.

3 Q Yes. Do you agree that tandem switching
4 occurs when a call is switched twice?

5 A No, not necessarily.

6 Q Why not?

7 A Because a tandem switch provides
8 trunk-to-trunk switching, and that's a single
9 switching time, unless you're looking at -- let's stay
10 with that right now.

11 Q Okay. In your testimony you testify -- in
12 your direct testimony that Wireless One has two
13 tandem -- no, strike that.

14 At the present time does Wireless One have
15 two MTSOs?

16 A Yes.

17 Q And have you presented your network that way
18 in the development of Mr. Meyer's Exhibit 1.3 through
19 1.4?

20 A Which testimony is that, sir?

21 Q Mr. Heaton's direct, I'm sorry.
22 Mr. Heaton's Exhibits 1.3 through 1.4.

23 A I would have to see it.

24 Q You don't have it with you?

25 A No, sir.

1 Q Did you prepare the exhibits attached to
2 Mr. Heaton's testimony?

3 A Yes, I helped prepare them.

4 Q Okay.

5 MR. REHWINKEL: Mr. Adams, do you mind if I
6 provide your witness with a copy of the exhibits that
7 were originally filed with Mr. Heaton's testimony?
8 (Shows document to counsel.)

9 CHAIRMAN JOHNSON: Mr. Rehwinkel, how much
10 more will you have for this witness?

11 MR. REHWINKEL: Probably another half hour,
12 Commissioner.

13 CHAIRMAN JOHNSON: Okay.

14 MR. REHWINKEL: Depending on how long his
15 answers are.

16 WITNESS MEYER: Okay. Your question again
17 please.

18 Q (By Mr. Rehwinkel) So my question is you
19 represent your network as having two MTSGs; isn't that
20 correct?

21 A Correct.

22 Q Now, in December you're going to retire one
23 of those MTSOs?

24 A Yes, we plan to.

25 Q So you do not intend to represent to the

1 Commission that you will be switching calls from one
2 MTSO to the other; is that correct?

3 A Yes, we will.

4 Q After that switch is retired?

5 A Yeah. We switch outside our network.

6 Q The two MTSOs I'm talking about are the
7 north and the south; the one from Palmer and your
8 existing MTSO. You will still switch calls between
9 those MTSOs?

10 A There's no plan to unless we utilize the
11 switch for other means.

12 Q Okay. So the answer is no.

13 A The answer is possibly not.

14 Q You're not asking the Commission to find
15 that tandem switching occurs because you're sending a
16 call from the South Fort Myers MTSO to the North Fort
17 Myers MTSO; isn't that correct?

18 A I'm sorry, can you ask one more time?

19 Q You're not asking the Commission to find
20 that tandem switching occurs within your network
21 because you're switching a call from the South Fort
22 Myers MTSO to the North Fort Myers MTSO, are you?

23 A Oh, no, not just for that. We switch to
24 AT&T, MCI, we switch to over 400 switches up in the
25 United States. I mean we're part of a larger network.

1 **MR. REHWINKEL:** Madam Chairman, I didn't ask
2 him that question. I asked within his network.

3 **MR. STINSON:** He can explain his answer and
4 I believe he did.

5 **MR. REHWINKEL:** The answer was nonresponsive
6 to my question. I asked him a simple question. This
7 will be the third time I'm asking him.

8 **Q** **(By Mr. Rehwinkel)** Do you -- you are not
9 contending to the Commission that tandem switching
10 occurs within your network because you're switching a
11 call from your South Fort Myers MTSO to your North
12 Fort Myers MTSO; isn't that correct?

13 **A** That's correct.

14 **Q** Okay. Thank you.

15 **CHAIRMAN JOHNSON:** Now, did you want to
16 elaborate on that? Or --

17 **WITNESS MEYER:** Thank you, Your Honor.
18 Yeah. We're not identifying that necessarily as a
19 tandem usage. We're identifying just the idea that
20 we do provide trunk-to-trunk facilities inside our
21 switching, as you call them, MTSO.

22 **Q** **(By Mr. Rehwinkel)** When you say
23 necessarily you're not suggesting that there may be
24 circumstances where you switch a call from your South
25 Fort Myers MTSO to your North Fort Myers MTSO; is that

1 right?

2 A I'm sorry, I don't know what the question
3 is. One more time, please.

4 Q When you were explaining the answer to
5 Commissioner Johnson, you used the word "necessarily."
6 I asked you a simple question: Are you contending to
7 this Commission that you will be switching a call from
8 your South Fort Myers in MTSO to your north Fort Myers
9 MTSO? And you said no, and then you explained it and
10 used the word "necessarily, "not necessarily."

11 You have no plans to switch calls from your
12 South Fort Myers MTSO to your north Fort Myers MTSO,
13 do you?

14 A We do today -- yes, we do today. And it's
15 indefinite. We hope in December that we might not be
16 able to use it for this network but we may use it for
17 another network. We own a PCS license and we're
18 looking into that possibility. That's why it's a hard
19 question.

20 You're asking me if we're going to disable
21 the switch. We may decommission a switch or we might
22 be able to use it. I can't give you a definite on
23 that. So I'm trying to answer you as clean as I can
24 here.

25 Q You're not suggesting to the Commission that

1 tandem switching will occur within your network
2 because you send a call from your South Fort Myers
3 MTSO to your North Fort Myers MTSO, do you?

4 A Correct.

5 Q Thank you. You don't contend that your cell
6 sites switch calls for purposes of call completion, do
7 you?

8 A Please rephrase or say the question again.

9 Q I'll ask it again. Isn't it true that
10 Wireless One cell sites cannot switch calls for
11 purposes of call completion; isn't that correct?

12 A The cell sites are capable -- they do have
13 switching mechanisms. I wish I could say yes or no,
14 but you're asking --

15 Q Do you have your deposition before you?

16 A Yes.

17 Q Let me ask you one more time in another way.
18 Isn't it true that you do not route calls within the
19 cell site without the assistance of your tandem switch
20 for purposes of completing a call?

21 A That is not true.

22 Q On Page 47 of your deposition, starting on
23 Line 17, -- I'm sorry. Starting on Line 21 you see
24 where you were asked "Can there be -- in the context
25 of me completing a call, can there be routing within

1 an end switch or cell site without the assistance of
2 your tandem switch?" You answered "Oh, for call
3 completion? Question: Yes." And your answer was
4 "no". Do you see that?

5 A Yes, I see it.

6 Q Didn't you say there that you cannot
7 complete a call -- that there's no routing within the
8 cell site for call completion purposes without the
9 assistance of your tandem switch?

10 A I'm sorry. Yes. And could I elaborate on
11 that, please?

12 You're on a fine line here because the
13 routing mechanisms allow switching for call
14 completion. However, in this text the way that it is
15 here, it's identifying that can a call be completed
16 within an end office without the use of a tandem
17 switch and I would have to say no to that.

18 Q And by tandem switch that refers to a MTSO?

19 A Correct.

20 Q Okay. You can only transfer a call within
21 the cell site for purposes of a handoff; isn't that
22 correct?

23 A The question again, please?

24 Q You can only transfer a call within the cell
25 site for purposes of a handoff; isn't that correct?

1 A Yes.

2 Q You do admit that a call from a Sprint
3 customer, if delivered via interconnection to your
4 cell site, cannot be terminated and completed to a
5 Wireless One customer within that cell site without
6 the assistance of the MTSO.

7 A Correct. Can I elaborate on that?

8 MR. STINSON: Mr. Meyer, all that is
9 required in this proceeding is you to answer a
10 question yes or no then you can elaborate on any
11 question you want to elaborate on.

12 WITNESS MEYER: I'm sorry. Thank you.

13 Yes. Due to the nature of wireless, and it
14 shows it throughout my deposition because the wireless
15 system requires the mobility of the customers and the
16 end offices, it's required to always be trailed into
17 the tandem and then resent to the end office where the
18 end user is.

19 Q So a call from Sprint customer that is
20 delivered to Wireless One at a point that is
21 between -- that call is delivered -- that call from a
22 Sprint customer is delivered to a Wireless One -- to
23 Wireless One at a point that is between the cell site
24 and the MTSO; isn't that correct?

25 MR. STINSON: Could I have that reread?

1 That was awfully confusing.

2 MR. REHWINKEL: I apologize.

3 Q (By Mr. Rehwinkel) You agree that that
4 call that is delivered via interconnection to your
5 cell site is actually delivered to Wireless One at a
6 point that is between the cell site and the MTSO.

7 A I'm sorry to do this, but you have a bunch
8 of compound sentences there.

9 Q Let me just ask it another way. I'll
10 withdraw that question.

11 When you deliver a call to a -- when Sprint
12 delivers a call to a cell site, that call is not
13 delivered for purposes of termination; isn't that
14 correct? It's not delivered for purposes of
15 termination without having to go back to the MTSO and
16 then coming back to the cell site.

17 A Yes, sir, correct.

18 Q Okay. The Sprint-originated call goes back
19 to the MTSO for switching, registration and recording
20 among other functions, does it not?

21 A Yes.

22 Q Okay. Your cell sites do not independently
23 determine the proper routing of a call for termination
24 from Sprint; isn't that correct?

25 A Correct. Due to the nature of the wireless

1 system and the mobility, it's impossible -- I've got
2 to stress the word -- it's impossible for each end
3 office to be independent of each other. Calls would
4 not get completed because of the mobility. You have
5 to have a central processor.

6 Q A Wireless One cell site cannot connect a
7 Wireless One subscriber to a trunk by itself; isn't
8 that correct?

9 A That's correct.

10 Q And isn't it true that only the MTSO
11 switches the call received from Sprint to the Wireless
12 One end user?

13 A That's not correct, no.

14 Q Isn't it true that all of the essential
15 switching functions are directed by the central
16 processor in the MTSO?

17 A No.

18 Q Can you tell me what switching functions are
19 directed by any facility other than the central
20 processor located in the MTSO?

21 A Yes. There are switching functions with our
22 General Datacom systems which will automatically
23 switch and divert calls. It will also autotune
24 the baud rate. It's extremely smart equipment and
25 allows for call completion as well, and those are

1 present at the end offices.

2 Q So your testimony is that the TMS -- GDC TMS
3 contains switching intelligence?

4 A Absolutely. In a wireless system, the way
5 that we obtain the diversity that the wireline
6 services provide between end offices is through this
7 type of smart equipment. Otherwise, you wouldn't have
8 the complex rerouting systems that we have in our end
9 offices.

10 Q That routing and rerouting is only for
11 purposes of maintaining a call; isn't that correct?

12 A No, sir.

13 Q That routing and rerouting is not for the
14 purposes of the initial switching and completion of
15 the call; isn't that correct?

16 A It's required.

17 Q Let's talk about Sprint's network for a
18 little bit. Isn't it true in Sprint's network that
19 call delivery from the end user is not achieved only
20 by a single wireline? From the -- let me strike the
21 question and ask it again.

22 In Sprint's network it's not true that call
23 delivery from the end office switch to the end user is
24 achieved only by a single wireline, is it?

25 A I would say in -- with possible exception,

1 no, it isn't.

2 Q Isn't it true that Sprint deploys remote
3 switches that you have not shown on the exhibit that
4 you provided for Mr. Heaton -- that you prepared for
5 Mr. Heaton?

6 A If that's United Telephone's terminology,
7 yes.

8 Q If what's United Telephone's terminology?

9 A What you're calling remote switches. If you
10 were identifying line concentrators and that type of
11 equipment, or cross boxes which are simply wires
12 spliced or tied together through a junction box, then
13 no, that's not included.

14 Q Is it your position that you've shown on
15 Mr. Heaton's exhibit FJH-1.1 all of the remote
16 switches that Sprint deploys throughout the Fort Myers
17 LATA?

18 A Simply enough, all that is on Exhibit 1.1 is
19 a drawing set forth from the exhibit or from the
20 information that you've given me about 20 minutes ago.

21 Q Did I give you that information or did
22 Mr. Heaton give you that information?

23 A Well, you gave it to me 20 minutes ago but
24 initially I believe Frank Heaton did.

25 Q Okay. So could you turn to Mr. -- to

1 Exhibit JFH-1.4. Do you have that?

2 A Yes, sir.

3 Q Now, without revealing the location on this
4 map, because I understand you consider this to be
5 proprietary, is there a yellow box that's connected by
6 a yellow line on this exhibit?

7 A Yes.

8 Q Okay. Now, you've provided to me earlier
9 today a revised exhibit that shows that as the purple
10 box?

11 A Yes.

12 Q Does that represent a repeater in your
13 network?

14 A Yes.

15 Q Okay. Is it your testimony that a repeater
16 and a pair gain device are functionally equivalent?

17 A A pair gain device? How do you use that
18 terminology, I'm sorry.

19 Q A line concentrator?

20 A A line concentrator, yes.

21 Q Okay. If you were going to accurately
22 compare the two networks on Exhibit 1.4, wouldn't it
23 be appropriate to show pair gain devices on this
24 exhibit?

25 A I don't believe so.

1 Q It's a functional equivalent of a repeater;
2 isn't that correct?

3 A Yes.

4 Q So this does not accurately compare the
5 functionalities if pair gain devices are omitted for
6 purposes of Sprint's network but a repeater is
7 included for purposes of yours; isn't that correct?

8 A Yes. With the exception that the -- the
9 line concentrator units or line carriers are a
10 mechanical device. However, in previous testimony
11 talking about cross boxes, that is more like our
12 frequencies so that should -- I don't even bring that
13 up. Otherwise I'd bring the propagation charts up
14 with me.

15 Q You'd bring what?

16 A Propagation charts.

17 Q Would it be fair to represent all of
18 Sprint's remote end offices on here that are not pair
19 gain devices on Exhibit 1.1 or 1.4 to accurately
20 compare the two networks?

21 A I don't know.

22 MR. REHWINKEL: Madam Chairman, I'd like to
23 have an exhibit identified for cross examination
24 purposes. This would be two maps. And this will be.
25 Exhibit 6 -- 7. These would be maps of Sprint facilities in

1 the Fort Myers LATA. And I've provided a copy of this --
2 these two maps to counsel for Wireless One earlier today.

3 **CHAIRMAN JOHNSON:** That's Exhibit 7 and it's
4 a map of Sprint facilities in the Fort Myers LATA did
5 you say?

6 **MR. REHWINKEL:** Yes.

7 **CHAIRMAN JOHNSON:** Have you had an
8 opportunity to look --

9 **MR. STINSON:** Your Honor, at this point I
10 think I'm going to be objecting to the foundation for
11 these exhibits.

12 If Mr. Rehwinkel had wanted to introduce
13 these exhibits he certainly had the opportunity to do
14 so prior to this proceeding today, either in direct
15 testimony or rebuttal testimony. There's no
16 foundation for it. I don't know for what purpose they
17 are being used for.

18 **CHAIRMAN JOHNSON:** I thought he said for
19 demonstrative purposes and he's not saying that he's
20 going to try to introduce them.

21 **MR. REHWINKEL:** Not at this time
22 Commissioner. But I think it's appropriate for a
23 witness that testifies that he's familiar with
24 Sprint's network, and that he's comparing the two
25 networks, to explore whether he's accurately compared

1 the two networks in his presentation of those items in
2 the network.

3 **CHAIRMAN JOHNSON:** Are you objecting to him
4 asking questions on what has been identified as
5 Exhibit 7?

6 **MR. STINSON:** At this point, and also for
7 the basis that Mr. Heaton in this proceeding is the
8 person who is going to be testifying as to the
9 networks of Sprint and Wireless One. The information
10 upon which this is based is in Mr. Heaton's testimony.
11 Mr. Heaton is our witness for that, not Mr. Meyer.

12 **CHAIRMAN JOHNSON:** So the basis of your
13 objection goes to the question and that this isn't the
14 appropriate witness to direct --

15 **MR. STINSON:** It's actually outside of
16 Mr. Meyer's direct examination.

17 **MR. REHWINKEL:** Madam Chairman, first of
18 all, he's testified here today he prepared these
19 exhibits. And secondly he's testified in his
20 testimony that he has -- is familiar with Sprint's
21 technology in the Fort Myers LATA. And thirdly, he's
22 testified about the equivalency of his view of the
23 equivalency of a repeater and a pair gain device.

24 **CHAIRMAN JOHNSON:** Your first point was that
25 he testified that he prepared the exhibits of

1 Mr. Heaton's.

2 MR. REHWINKEL: Yes.

3 CHAIRMAN JOHNSON: I know he stated that he
4 helped prepare those exhibits. And your other
5 point -- I'm sorry --

6 MR. REHWINKEL: The other point being he's
7 testified he's familiar with the network of Sprint.
8 And the third one is that he's portrayed the Wireless
9 One facility with a facility that he considers to be
10 equivalent to pair gain devices, but he has not shown
11 pair gain devices on Sprint's facility.

12 MR. STINSON: Again, that is Mr. Heaton's
13 exhibit; outside the scope of Mr. Meyer's direct
14 examination.

15 (Exhibit 7 marked for identification.)

16 CHAIRMAN JOHNSON: I think it is related to
17 some of the items that you testify to. I'm going to
18 allow the questioning. But to the extent you don't
19 know the answer and you believe someone else is more
20 appropriately suited to answer the question, I'll
21 allow you to say that.

22 WITNESS MEYER: Thank you, Your Honor.

23 Q (By Mr. Rehwinkel) Do you have a copy of
24 what's been identified as Exhibit 7?

25 COMMISSIONER GARCIA: Mr. Rehwinkel,

1 although your voice probably carries in that room, it
2 doesn't over here, so just speak up or bring a mike.

3 MR. REHWINKEL: Is that better,
4 Commissioner?

5 COMMISSIONER GARCIA: Yes.

6 MR. REHWINKEL: Okay.

7 Q Do you have -- I guess we should call these
8 7A and 7B. "A" would be the southern portion of the
9 LATA and "B" would be the northern portion of the
10 LATA.

11 Mr. Meyer, in your familiarity with Sprint's
12 network, are you aware that Sprint deploys remote
13 offices throughout this Fort Myers LATA?

14 A Yes.

15 Q And have you identified on any of the
16 exhibits you've prepared for Mr. Heaton these remote
17 offices?

18 A No.

19 Q Okay. Do you agree that Sprint's network as
20 portrayed on Exhibit 7A and 7B reflect remote offices
21 of Sprint?

22 A Yes. But I think you went beyond the scope
23 of end offices and remote end offices. You have
24 little tie points where they have punch blocks. It
25 goes well beyond -- it's just totally the opposite

1 direction.

2 Q "It" being what. What is "it"?

3 A Your diagram. I mean, what that would
4 equate to, those -- what you call pair gain locations,
5 I mean, they are just wires. There's no smarts.
6 That's similar to -- I could give you propagation
7 charts and we can talk apples to apples, because in an
8 RF world we have the same type of technology. And
9 we'll surround it just like you will. I think we're
10 going back and forth on this. Because this goes well
11 beyond -- you have too much information here to
12 identify things that have no intelligence.

13 Q Okay. Does your repeater that we discussed
14 on Exhibit 1.4 have this kind of intelligence that
15 you're saying the pair gain devices lack?

16 A The pair gain location, I don't even -- I
17 think it's a joke that you put it there, to tell you
18 the truth, because it again -- if you're comparing
19 apples and apples in a wireless world you need
20 propagation charts.

21 MR. REHWINKEL: Commissioner, I didn't ask
22 that question. I asked him whether his repeaters had
23 intelligence, and consistent with the intelligence he
24 says is lacking in the Sprint pair gain devices.

25 A Yes, it has intelligence and it goes well

1 beyond your remote office locations.

2 Q But your testimony is that a pair gain
3 device and a repeater is functionally -- those two are
4 functionally equivalent in the networks?

5 A If I had to equate -- yes, I did say that if
6 I had to equate it to something. However, again
7 because of the overhead messaging required for call
8 origination and registration, we go well beyond your
9 line concentrators.

10 Q And the same would be true for the remote
11 office locations? Is that a joke that's it's on here?

12 A That's what we're -- yes, that's what we
13 were talking about.

14 Q Okay. Maybe we're talking past each other.
15 Do you see the triangles?

16 A Yes.

17 Q Those are the pair gain locations, is it?

18 A Okay.

19 Q Now, the boxes, squares?

20 A Yes.

21 Q You say those are pair gain devices?

22 A No, sir.

23 Q Okay. That's what I'm asking you about. Do
24 those lack the intelligence that your repeater site
25 contains?

1 A Yes.

2 Q They do?

3 A Yes.

4 Q Your testimony is that a repeater site
5 contains more intelligence than a Sprint remote
6 office?

7 A It contains more intelligence than a line
8 concentrator or line carrier system.

9 Q And it's your testimony that the boxes that
10 indicate remote offices are just pair gain devices?

11 A No, I never said that.

12 Q Okay. I'm trying to find out why you have
13 excluded the remote offices from this Exhibit 1.4 that
14 shows a repeater on it and it pretends to portray the
15 two networks and equivalent functionalities.

16 A Because in a wireless system there's --
17 sometimes you just can't compare things.

18 You do not -- the thing that comes closest
19 is an end office. And when we go beyond, into a
20 neighborhood, for instance, like you all do when you
21 get your remote offices, it's to concentrate all of
22 the lines together and then resend them. Well, that's
23 essentially the same thing we provide on a repeater
24 station or a transponder system.

25 Q Okay. So do you agree that Sprint's remote

1 offices provide switching functionality?

2 A To a small degree, yes.

3 Q Okay.

4 A As do our remote repeater systems.

5 Q Would you consider those two to be
6 functionally equivalent?

7 A Which two to be?

8 Q I apologize. Remote end offices and
9 repeaters?

10 A No. What you call -- I just answered that.
11 What you call remote end office, which are line
12 concentrators and relay repeater stations, we go
13 beyond that because of the requirements for overhead
14 messaging.

15 Q Let's turn to your rebuttal testimony, if
16 you will. On Page 2 of your rebuttal testimony, on
17 Lines 16 you state that Mr. Poag suggests that
18 Wireless One cell sites do not look like end offices
19 because they have no call processor. Does he use the
20 term "call processor" in his deposition?

21 A I don't know. I don't have that in front of
22 me.

23 Q So are you assuming because you put it in
24 your testimony that that's what he says?

25 A I think before I answer that I'd like to

1 have that in front of me.

2 Q I hand you a copy of Mr. Poag's deposition.

3 (Hands document to witness.)

4 CHAIRMAN JOHNSON: Mr. Meyer, are you clear
5 where he wanted you to look? I saw you turning pages,
6 I thought maybe you didn't.

7 WITNESS MEYER: Yes, Your Honor. I think
8 so. Because it looks like it goes to Page 27, so I'm
9 trying to refer to that. Thank you.

10 CHAIRMAN JOHNSON: Okay.

11 WITNESS MEYER: I believe the reason why I
12 put that, was on Page 27 with Mr. Poag's testimony it
13 appears that we were trying to identify -- our lawyers
14 were trying to identify what constitutes a cell site
15 or end office in this case. And he made the comment.
16 The question was so if the central processor was in
17 the cellular end office instead the MTSO would you
18 agree they were the same? He said, "No, putting it
19 out there I couldn't agree it would be the same then."
20 Then it goes what are the differences? And it talks
21 about the central processor.

22 Q So he doesn't use the term "cell processor."
23 You changed central processor to cell processor?

24 A That might be the case.

25 Q Did you do that to try to get away from the

1 concept that the call processing is centrally located?

2 A I'm not sure why I did it. It might have
3 been just a typo -- it might have been something I
4 didn't think of at the time.

5 Q On Page 5 of your rebuttal testimony you
6 mention that you use the term "400 cellular tandems"
7 on Lines 3 and 4.

8 A Yes.

9 Q Okay. Now, are these -- are you
10 representing that each of these cellular companies
11 that operates these MTSOs refers to them as tandems,
12 or is that your characterization of their networks?

13 A Yes.

14 Q It's your characterization of their
15 networks?

16 A As I stated earlier, yes, it is. I stated
17 earlier that we utilized in your question -- the term
18 "tandem" is being used to equate the two systems. And
19 so in that case, yes, I did, because they are equated.

20 Q Is it your testimony that the definition of
21 tandem switching is a provisioning for routing
22 circuits which does not include connectivity to the
23 end user?

24 A Sorry, sir, can you ask me again?

25 Q Yes. Is it your definition -- isn't it true

1 that your definition of tandem switching is, quote "a
2 provisioning for routing circuits which does not
3 include connectivity to the end user," close quote.

4 A Yes.

5 Q Okay. And you also testify that a tandem
6 switch's main purpose is to provide trunk-to-trunk
7 interconnection to end offices?

8 A If I said that it would be -- yes, it does
9 and it also provides trunk-to-trunk to other tandem
10 offices.

11 Q Do you also agree that tandem switching is
12 trunking in and out of a switching network?

13 A Yes.

14 Q On page -- on your rebuttal, Page 5,
15 Line 12, what do you mean by the term "collocate end
16 offices"?

17 A It means they are both at the same location.

18 Q So you're only talking about one end office
19 of Sprint's and one cell site of Wireless One there?

20 A No, I don't see that.

21 Q Okay. So if you have what you refer to as
22 tandem and Sprint has a tandem switch, and you
23 collocate end offices you can have one end office on
24 Sprint's side and a cell site on your side?
25 Collocated at those two switching facilities?

1 A End office -- I'm sorry, I'm going to try to
2 clarify, or would you like to try to clarify?

3 Q When you say collocated you're talking about
4 a MTSO and cell site and they are together physically
5 at a site?

6 A Physically on the same premise.

7 Q So you're only referring to one cell site of
8 yours, and one end office of Sprint's per tandem
9 switch.

10 A I didn't make any statement one way or the
11 other, I don't believe.

12 Q On Page 10 of your rebuttal testimony -- I
13 apologize. Page 10 of your deposition. Strike that.
14 Page 88 of your deposition. I apologize.

15 Did you testify in your deposition that
16 Northern Telecom has defined line interface modules as
17 being the functional equivalent of line concentrating
18 modules?

19 A Yes.

20 Q Do you have a document that reflects that?

21 A Yeah. Yes. What we -- due to the fact
22 that -- again, going back to the basic DMS-250, it's
23 derived from the landline service, DMS-200 and
24 DMS-100, the document, which could probably go from
25 that wall to about here (indicating) -- the amount of

1 documents is now put on a CD disk, CD ROM -- and it
2 provides me to identify with both wireline and
3 wireless capabilities.

4 Q So you have a specific document in your
5 possession that specifically says that a line
6 interface module is the functional equivalent of a
7 line concentrating module?

8 A I have a document that provides me the
9 definition and/or usage of both of those pieces of
10 equipment.

11 Q But you don't have a document that says that
12 a line interface module is the functional equivalent
13 of a line concentrating module, do you?

14 A Honestly, I don't recall. I might.

15 Q Isn't it true that you -- that's your
16 characterization of the Northern Telecom literature
17 that you say you've reviewed?

18 A Again, seriously, I don't recall if I
19 literally saw that word for word, or if that was
20 derived from the definitions that they provided in the
21 documentation.

22 Q Do your cell sites provide custom calling
23 features?

24 A Yes.

25 Q Do they provide custom calling features

1 without the assistance of the the MTSO?

2 A No. However, many of the calling features
3 are originated from the cell site as with the wireline
4 carrier.

5 Q Can a Sprint end office switch provide
6 custom calling features without the assistance of a
7 tandem switch?

8 A Yes.

9 Q Can your cell sites provide custom local
10 area signaling service features without the assistance
11 of the end office -- of the MTSO?

12 A I'm sorry, one more time, sir.

13 Q Can your cell sites provide custom local
14 area signaling service features without the assistance
15 of the MTSO?

16 A Yes.

17 Q So it's your testimony that that is an
18 independent function that's provided solely within the
19 cell site without any assistance of the MTSO?

20 A How you phrase that, yes.

21 Q Does custom local area signaling service
22 require SS7?

23 A What is custom -- could you explain that?

24 Q Custom local area signaling service. You
25 don't know what that is?

1 A No, sir.

2 Q Didn't you tell me it was provided at a cell
3 site independent of a MTSO?

4 A Custom local area service.

5 Q Custom local area signaling service.

6 MR. STINSON: Was that referred to in the
7 previous question as CLASS?

8 Q I didn't use the term "CLASS."

9 A I need you to rephrase it, I'm sorry.

10 Q Can custom local area signaling service
11 features be provided without SS7?

12 A I need you to rephrase. I don't know the
13 definition of what you just said.

14 Q Of custom local area signaling service?

15 A That's correct.

16 Q You don't know what that is?

17 A (Shakes head.)

18 MR. REHWINKEL: Of no further questions.

19 Commissioners.

20 CHAIRMAN JOHNSON: Okay. Staff?

21 CROSS EXAMINATION

22 BY MR. COX:

23 Q Mr. Meyer, good afternoon. I'm Will Cox
24 appearing on behalf of Commission Staff. I just have
25 a few questions for you.

1 Following along with the last line of
2 questioning that Mr. Rehwinkel was asking you, what is
3 the importance of SS7 to the issues in this
4 proceeding? And if you could start by just explaining
5 what is SS7?

6 A Yes, sir. When a call is given from one
7 carrier, or one provider, such as us and the wireline
8 services, we require two things: One is a voice trunk
9 path or talk path so the voice can be carried over two
10 lines, usually two wires.

11 The other requirement is that we send a
12 signal to the far end. So if I was originating a call
13 on my system, and I'm sending it to his system, I
14 would have to send information to identify what number
15 I'm calling to so he can send it forward to where it
16 needs to be. And he can give me supervision, which
17 enables him to complete the line and to allow the
18 two-way path to open.

19 There's other things that are capable of
20 running over that signaling path. What it is, it's a
21 separate data circuit that runs between our two
22 central offices to allow us to send like Caller ID and
23 other services in addition to the line supervision and
24 the calling termination party's number.

25 Q I'd like to turn your attention to your

1 deposition Page 64 starting at Line 7 and you were
2 asked at that point on Page 64 of your deposition,
3 Line 7, by Sprint whether the Wireless One cell site
4 performs end-to-end office signaling with the public
5 switched network for call set-up and tear-down. Do
6 you see that question?

7 A Yes, sir.

8 Q And you responded that Wireless One is
9 trying to get SS7 from Sprint end offices to your end
10 offices. And once that is provided, Wireless One will
11 be able to provide connectivity to its end offices.
12 Do you remember that?

13 A Yes, sir.

14 Q Is that an accurate characterization of the
15 situation?

16 A Yes, it is, sir. We're severely limited and
17 we have many customers complaining because they are
18 not getting Caller ID due to the lack of SS7 signaling
19 at our end office or cell sites.

20 Q Does Wireless One currently have SS7
21 capability?

22 A Absolutely. We have had it and used it with
23 the North American Cellular Network. That's how we
24 send registrations to all the 400-plus switches. It's
25 old hat for us.

1 Q Now, is it true that if Sprint were to
2 provide such signaling to your cell sites, that you
3 would then provide Caller ID and call set up?

4 A Yes. We currently are able to do that via
5 the Fort Myers trunks; in other words, tandem to
6 tandem. However, we're paying for the cost to send --
7 they are incapable of providing SS7 linkage to their
8 local tandem and/or end offices. And, therefore, they
9 require us to pay for SS7 links all the way from
10 Altamonte Springs in Winter Park, because they're
11 limited in their own capabilities on their network.

12 Q So Wireless One would have the ability to
13 terminate with Sprint's SS7 if Sprint made that
14 available; is that correct?

15 A That's correct.

16 Q And does that mean that if Sprint provided
17 you with SS7 signaling at your cell sites, that
18 Wireless One would be able to get that Sprint
19 originated call at the cell site and route it to the
20 mobile phone destination?

21 A Let me clarify, if you don't mind.

22 Q Sure.

23 A Thank you. The call is received from our
24 end office. But all calls do require us to divert
25 those calls back to the tandem, and then resend it due

1 to the mobility of our customers. And so yes, we
2 can -- we definitely want to. We not only can but we
3 definitely want to interface SS7 at these end offices
4 but -- for line termination. But as far as call
5 servicing, it is required to go up to the tandem due
6 to the fact that -- the mobility of the customer.

7 Q So if Sprint were to provide this SS7
8 connectivity to you, would this result in the Sprint
9 originated call going through fewer points in your
10 network to terminate to the Wireless One end user?

11 A No, I believe it would go through the same
12 amount, but it will allow us to provide the features
13 to all of our customers from those end offices.

14 Q All right. I just have one last line of
15 questioning. Referring to your rebuttal testimony
16 that you have filed. Do you have your rebuttal
17 testimony before you?

18 A Yes, sir.

19 Q Pages 6 and 7 where you address Sprint
20 witness Mr. Poag's argument that the Wireless One end
21 offices are not functionally equivalent to Sprint's.

22 First you state that Mr. Poag contends that
23 Wireless One's end offices do not have a call
24 processor. Your call processing takes place at the
25 MTSO, the MTSO, or what you are calling the tandem

1 office; is that correct?

2 A I'm sorry, just a moment, let me --

3 Q Sure. I can repeat the question if you'd
4 like.

5 A Yes. Go ahead, I'm sorry, if you don't
6 mind.

7 Q Sure. You state that Mr. Poag contends that
8 Wireless One's end offices do not have a call
9 processor. And you say that your call processing
10 takes place at the MTSO, or what you were calling the
11 tandem office; is that correct?

12 A That's correct.

13 Q Would you agree it's not so much the
14 location of the call processor that should govern the
15 concept equivalent functionality for purposes of
16 comparing the two networks here, but rather that
17 Sprint's end office and Wireless One's cell site both
18 serve to terminate calls to respective end users
19 regardless of the technology employed?

20 A Correct. Not only it's my opinion but also
21 I have a Bellcore book that suggests that line
22 termination identifies it as end office.

23 Q What Bellcore book are you referring to?

24 A I have it over there. (Indicating)

25 MR. ADAMS: Can I give this to the witness?

1 **MR. COX:** Sure. (Hands document to
2 witness.)

3 **Q** **(By Mr. Cox)** Could you give us a citation
4 for publication?

5 **MR. REHWINKEL:** Before we proceed,
6 Commissioner, I want to object to Mr. Meyer seeking to
7 introduce this information at this time when he could
8 have introduced this information as part of his
9 testimony and as part of his direct.

10 **CHAIRMAN JOHNSON:** Go ahead.

11 **MR. STINSON:** It's in response to Staff's
12 cross examination. Mr. Meyer isn't attempting to
13 introduce something that he should have introduced
14 earlier. He's responding to the cross of Staff.

15 **CHAIRMAN JOHNSON:** Staff.

16 **MR. COX:** We were just trying to find the
17 source of his testimony, and we'd at least like the
18 cite. We're not asking that the particular document
19 be entered into the record. We're just asking what he
20 was relying upon.

21 **CHAIRMAN JOHNSON:** I'm going to allow the
22 question.

23 **WITNESS MEYER:** Thank you, Your Honor. The
24 document is SR-TAP-000191.

25 **Q** **(By Mr. Cox)** And how are you familiar with

1 that document?

2 A I carry many books with documentation and
3 this is one I refer to sometimes. And when Mr. Keaton
4 came down to me and discussed this several months ago
5 I wanted to identify -- and that's why I think I came
6 up with the term. I'm not sure. In response to your
7 question, would you like me to read it, sir?

8 Q Yes.

9 A It identifies end office and the definition
10 is a switching system in the message network that
11 establishes line-to-line, line-to-trunk and
12 trunk-to-line connections and provides dial tone to
13 customers.

14 Q Mr. Meyer, do you believe that this
15 Commission should take that approach regardless of the
16 relative costs involved as far as using that
17 definition in the way you suggested?

18 A I don't know about the costs, because I
19 don't know about that much -- I'm picking up pieces
20 here. But as far as technically, that's what I'm
21 referring to. I can only vouch for that.

22 Q Mr. Poag's direct testimony, Page 14, do you
23 have that in front of you still?

24 A Yes, sir.

25 Q Okay. Page 14. Mr. Poag states on Page 14

1 that Wireless One's end offices are not functionally
2 equivalent to Sprint's because Sprint is unable to
3 connect at Wireless One's cell sites, or what Wireless
4 One has referred to as its end office.

5 A Sorry, Page 14. Yes. I have the
6 deposition, I'm sorry.

7 MR. COX: Just one moment. We'll get you a
8 copy, Mr. Meyer.

9 COMMISSIONER GARCIA: Mr. Cox you're reading
10 from what, Page 14?

11 MR. COX: Page 14 of Mr. Poag's direct
12 testimony.

13 COMMISSIONER GARCIA: What line?

14 MR. COX: Starting on Line 5, Commissioner
15 Garcia.

16 COMMISSIONER GARCIA: Okay. Thank you.

17 Q (By Mr. Cox) Mr. Meyer, are you with me
18 there?

19 A I'm reading it now, thank you. (Pause)

20 A Okay. I'm with you.

21 Q Mr. Poag states that Wireless One's end
22 offices are not functionally equivalent to Sprint's
23 because Sprint is unable to interconnect at Wireless
24 One's cell site or end office. And you've stated that
25 the trunk connections between Sprint and Wireless

1 One's end offices could happen if Sprint were to equip
2 its end offices to deliver SS7 signaling, including
3 the automatic number identification, ANI. Is that
4 correct?

5 A No, sir. Today we use another means to get
6 around SS7 at the end offices. And it's just called
7 MF signaling and it's more of an overlay. It precedes
8 the voice path, but it doesn't provide all of the
9 functions.

10 We still are required -- regardless of MF or
11 SS7, we're still required to send that up to the
12 tandem switch because the central processor has to
13 redeliver it to the serving end office that's mobile
14 and transient.

15 Q Mr. Meyer, I was asking you a hypothetical
16 question.

17 A I'm sorry.

18 Q If SS7 signaling was provided -- I'll state
19 the question again.

20 And you've stated that the trunk connections
21 between Sprint and Wireless One end offices could
22 happen if Sprint were to equip its end office to
23 deliver SS7 signalling, including ANI.

24 A I'm sorry, where did I state that?

25 Q In your rebuttal, I believe. Go to your

1 rebuttal filed in this proceeding. Page 9. It would
2 be starting following the question on Line 11.

3 A Yes, I did say that.

4 Q Are you stating here that SS7 signaling
5 could be provided via trunks connected directly to the
6 tower at the cell site?

7 A Yes. We would take those trunks -- and we
8 have equipment to take those trunks in and be able to
9 terminate to Sprint's connections.

10 Q So in your opinion, Mr. Meyer, would this
11 make the functions between the two end offices, the
12 Sprint end office and the Wireless One end office,
13 more equivalent?

14 A I think it would help but I don't think it's
15 a requirement.

16 Q One last question, Mr. Meyer. Mr. Poag in
17 this proceeding has classified cell sites as pieces of
18 equipment necessary to complete the final loop
19 connection to the end user saying they are more like a
20 subscriber line carrier. And he goes on to say that
21 the control database processor thus directs a
22 connection function, not a switching function, at the
23 cell sites, and that it serves to connect the wireless
24 portion of the cellular loop to the fixed elements of
25 the loop.

1 Could you address these assertions that this
2 function is more akin to a loop than to switching?

3 A Which page are you on, please?

4 Q This is from Mr. Poag's rebuttal filed in
5 this proceeding. Do you have a copy of his rebuttal?

6 A I'm sorry.

7 Q Just one moment. (Hands document to
8 witness.)

9 This is going to be on Page 2 and 3 of his
10 rebuttal.

11 A I'm sorry, what is your question?

12 **CHAIRMAN JOHNSON:** Mr. Cox, how much do you
13 have? I want to give the court reporter a break.

14 **MR. COX:** Okay.

15 Q **(By Mr. Cox)** The question was Mr. Poag
16 classifies the cell sites as pieces of equipment
17 necessary to complete the final loop connection to the
18 end user, seeing they are more like a subscriber
19 carrier line unit. He goes on to say the control
20 database processor thus directs a connection function,
21 not a switching function at the cell sites, and that
22 it serves to connect the wireless portion of the
23 cellular loop to the fixed elements of the loop.
24 Could you address his assertions here that the
25 function is more akin to a loop function than to

1 switching? (Pause) Do you agree or disagree with his
2 assertions?

3 A No, because his -- (pause) -- see the final
4 destination -- I don't because going back to the
5 definition that's in the Bellcore -- and that's where
6 I derived everything from that I discussed with
7 Mr. Heaton several months ago -- it is the only -- we
8 cannot give a line interface from a switching
9 mechanism from the tandem's side. We really do
10 require -- without a doubt we have to have an external
11 connection to the end user. It's impossible to be
12 provided in the tandem. And, therefore, we require a
13 cell site, or what we've generically called the end
14 office, to provide this because it's the only means to
15 us to provide that.

16 He is identifying -- he's simplifying the
17 abilities of that -- of that final connection from our
18 switching network that we allow to get to the
19 customer.

20 We can do without repeaters. They can do
21 without line concentrators. They can do without
22 cross-connections. They've opted to be able to use
23 those so they can get more out of their wires and have
24 wires handy to get to all of those metallic
25 connections that they have to provide throughout their

1 system. So they have a lot more to be concerned about
2 after that final leave or termination to the end user.
3 We have less to be concerned about because we go over
4 the wireless; we go over RF, or radio frequency.

5 So I don't agree with that because I believe
6 that this is the one and only means for us to
7 terminate and originate to the customer. And equating
8 that to Sprint's capabilities, that is the same on
9 theirs using the line concentrator module. And in all
10 fairness to the definition technically, that's the
11 closest I can come to both sides of that.

12 Q So it's your position that a cell site --
13 the function of a cell site is more akin to a
14 switching function than a loop function?

15 A I'm simply -- I believe that, yes, but I
16 think more importantly it's really the thing that
17 justifies, identifies the end office is the
18 termination to the end user. And because again that's
19 all I have to go by is Bellcore specs and standards.
20 That's how I've just based my theory and my
21 consideration for this whole situation from Day One.

22 MR. COX: Madam Chairman, Staff has no
23 further questions, unless there's a problem with
24 getting the rest of the deposition of Mr. Meyer into
25 the record as an exhibit.

1 **CHAIRMAN JOHNSON:** We're going to take a
2 break.

3 **MR. REHWINKEL:** I agree that the deposition
4 can go in like the others; Mr. Meyer's. No objection.

5 **CHAIRMAN JOHNSON:** I see.

6 **COMMISSIONER GARCIA:** Madam Chairman, I
7 just -- it's pretty obvious we're not going to be
8 through here any time soon, so I just want to make
9 sure we're just going to keep going.

10 **CHAIRMAN JOHNSON:** We're going to take a
11 break and allow the court reporter to have a break,
12 but we're going to continue through the evening.

13 **COMMISSIONER GARCIA:** Okay.

14 **CHAIRMAN JOHNSON:** I'm sorry, Staff, you
15 said --

16 **MR. COX:** We're finished. I just wanted to
17 make sure the errata sheets were included with the
18 exhibit.

19 **CHAIRMAN JOHNSON:** And do we have the errata
20 sheets?

21 **MR. ADAMS:** Yes, we do, with the one
22 exception that the witness pointed out earlier today.

23 **CHAIRMAN JOHNSON:** Commissioners, any
24 questions? How much redirect do you have?

25 **MR. STINSON:** Not a lot, but I'd like to

1 take a break myself at this point.

2 **CHAIRMAN JOHNSON:** We're going to go ahead
3 and take a 15-minute break.

4 (Brief recess taken.)

5 - - - - -

6 **CHAIRMAN JOHNSON:** Okay, we'll go back on
7 the record.

8 **MR. STINSON:** Thank you, Your Honor. We
9 just have a few more questions on redirect.

10 **REDIRECT EXAMINATION**

11 **BY MR. STINSON:**

12 **Q** Mr. Meyer, you've testified that the
13 Bellcore Manual contained the definition of end
14 office. Are you aware whether the Bellcore manual
15 also defines tandem?

16 **MR. REHWINKEL:** Commissioner, I want to
17 object to this question. On cross examination Staff
18 asked a specific question to Mr. Meyer and he gave
19 this which was apparently to explain his answer.

20 The scope of redirect is limited to cross
21 examination. Now, counsel for Wireless One is asking
22 him to give an additional definition. He was not
23 asked about tandem switching in the Bellcore document.
24 What we have here is new subject matter being
25 introduced on redirect.

1 We heard testimony from Mr. Meyer that he
2 knew about this months ago before he even wrote the
3 testimony, so it's really not that new. Now we're
4 seeing a further expansion of this very late solicited
5 information. I object on this basis.

6 **MR. STINSON:** That's incorrect that --
7 Mr. Rehwinkel went to the definition of a tandem.
8 Also, Mr. Rehwinkel intimated that Mr. Meyer's
9 regulatoryese may not be up-to-date. Certainly the
10 issue of the definition of a tandem is an issue in
11 this case and Mr. Meyer's should be able to get
12 testimony on redirect of that.

13 **CHAIRMAN JOHNSON:** And I apologize, but I
14 don't know if it's the sound system or if it's me but
15 I didn't hear the first part of your response.

16 **MR. STINSON:** It's probably the cold that
17 I've brought with me.

18 **CHAIRMAN JOHNSON:** And I have one, too, so
19 we're dangerous.

20 **MR. STINSON:** The point that I raised
21 initially was that Mr. Rehwinkel, in his cross of
22 Mr. Meyer, raised the definition of tandem.

23 **CHAIRMAN JOHNSON:** Raised it. Mr. Rehwinkel
24 raised the definition of tandem.

25 **MR. STINSON:** Yes. It's proper redirect.

1 **CHAIRMAN JOHNSON:** I'm going to allow the
2 question.

3 **WITNESS MEYER:** I'm sorry, can you say the
4 question again, please?

5 **Q** **(By Mr. Stinson)** You testified that the
6 Bellcore Manual contained the definition of end
7 office. Are you aware whether the Bellcore Manual
8 defines tandem?

9 **A** Yes, it does.

10 **Q** And what is that definition? And please
11 give the citation, too.

12 **A** It's document number SR-TAP-000191. On
13 Page 12-18 the word "tandem" is identified. Tandem is
14 identified as a switching system in the message
15 network that establishes trunk-to-trunk connections.
16 Tandems may further be identified as local tandems,
17 LATA tandems or access tandems.

18 **Q** Does the MTSO satisfy the tandem definition?

19 **A** Yes, it does.

20 **Q** And why?

21 **A** Because it provides for trunk-to-trunk
22 connections. In fact, that's all it provides for is
23 trunk-to-trunk connections.

24 **Q** Does the MTSO satisfy the definition of an
25 end office?

1 **A** Yes, it does -- oh, I'm sorry, no it
2 doesn't. Because a MTSO -- the word "MTSO" is mobile
3 telephone switching office, which is equivalent to
4 the -- that is what we're referring to as tandem
5 office.

6 **MR. STINSON:** No further questions, Your
7 Honor.

8 **CHAIRMAN JOHNSON:** Okay. Exhibits?
9 Exhibit 4 has not been moved into evidence.

10 **MR. COX:** Staff would move Exhibit 4 in the
11 record with the appropriate errata sheet.

12 **CHAIRMAN JOHNSON:** And the errata sheet has
13 been provided to the court reporter?

14 **MR. COX:** I believe it has.

15 **MR. REHWINKEL:** Sprint would move Exhibit 6
16 into the record.

17 **CHAIRMAN JOHNSON:** Show Exhibit 4 and 6
18 admitted without objection. And Exhibit 7.

19 **MR. ADAMS:** What is Exhibit 6 again?

20 **CHAIRMAN JOHNSON:** Exhibit 6 is the End
21 Office Profile, and exhibit -- and you're not moving
22 Exhibit 7 then. That was just for demonstrative
23 purposes?

24 **MR. REHWINKEL:** Not at this time,
25 Commissioner.

1 **CHAIRMAN JOHNSON:** Okay. Anything further
2 for this witness? You're excused.

3 (Witness Meyer excused.)

4 **CHAIRMAN JOHNSON:** The next witness is
5 Mr. Heaton.

6 - - - - -

7 **FRANCIS J. HEATON**
8 was called as a witness on behalf of Wireless One
9 Network and, having been duly sworn, testified as
10 follows:

11 **DIRECT EXAMINATION**

12 **BY MR. ADAMS:**

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

15 **A** Francis J. Heaton. 2100 Electronics Lane,
16 Ft. Myers, Florida.

17 **Q** By whom are you employed and in what
18 capacity?

19 **A** Wireless One Network LP as Director of
20 External Affairs.

21 **Q** Did you cause to be prepared 24 pages of
22 direct testimony which was prefiled on behalf of
23 Wireless One Network LP in this proceeding on October
24 7th, 1997, and marked for identification purposes as
25 Wireless One Network arbitration exhibit 1.0?

1 **A** Yes, I did.

2 **COMMISSIONER CLARK:** Let me interrupt you
3 for just a minute. Are we going to get the unredacted
4 copies of his testimony?

5 **MR. ADAMS:** I wasn't aware that you did not
6 have them.

7 **COMMISSIONER CLARK:** I don't. Yeah. I just
8 have the portions with the testimony with a lot of
9 stuff blacked out. What was the plan? And does the
10 court reporter -- I guess maybe she doesn't need it.

11 **MR. ADAMS:** We have our copy, if you'd like
12 to look at that.

13 **COMMISSIONER CLARK:** Well, so we can
14 proceed, Madam Chairman, I'm just as happy to look at
15 your copy and give it right back to you.

16 **CHAIRMAN JOHNSON:** Does Staff have an extra
17 copy because mine are redacted, also.

18 (Counsel hands document to Commissioner
19 Clark.)

20 **CHAIRMAN JOHNSON:** I'll follow along with
21 you.

22 **COMMISSIONER CLARK:** They've just blanked it
23 out and I'll just pass it to you.

24 **MR. ADAMS:** May I proceed?

25 **CHAIRMAN JOHNSON:** Proceed.

1 Q **(By Mr. Adams)** Do you have any changes or
2 corrections to your prefiled testimony?

3 A Yes, I do.

4 Q And what are those changes?

5 A At Page 3, Line 2, I'd like to insert the
6 words "proprietary connected" to the new sentence
7 "Attached Exhibit FJH 1.2 is a map of Wireless One's
8 proprietary connected facilities."

9 At Page 6, Line 7, I'd like to add the words
10 "symmetrically reciprocal" to the sentence that reads,
11 "Second, is whether Wireless One should receive --"
12 I'd like to add symmetrically reciprocal tandem
13 switching, transport and end officer termination
14 rates."

15 Page 6, Line 12, the last word on Line 12
16 should be changed from "toll" to "access."

17 **CHAIRMAN JOHNSON:** What was that one?

18 **WITNESS HEATON:** Page 6, Line 12, the last
19 word on Line 12 should be changed from "toll" to
20 "access."

21 On Page 8 Line 12, near the right-hand
22 margin, the word "charges" should read "calls."

23 On Page 11, Line 4, middle of Line 4 the
24 word "toll" should read "access."

25 At Page 13, Line 15, I would like to add

1 "access portion of the" between the words "paying the"
2 and "Reverse Option" so that that sentence would read
3 "This now relieves Wireless One of paying the access
4 portion of the Reverse Option."

5 MR. REHWINKEL: Can I ask where that
6 citation is again? I apologize.

7 WITNESS HEATON: This is Page 13, Line 15.

8 MR. REHWINKEL: Thank you.

9 WITNESS HEATON: At Page 18, Line 4, in the
10 left-hand margin, that GTE's should be stricken.

11 COMMISSIONER GARCIA: I'm sorry, Page 18 did
12 you say.

13 WITNESS HEATON: Page 18, Line 14, it's just
14 a redundancy on my part to have said GTE's Tampa
15 tandem.

16 COMMISSIONER GARCIA: I guess I have a
17 redacted copy. I've got it blanked out.

18 CHAIRMAN JOHNSON: So do we, and I'm waiting
19 on Staff to bring at least one more copy in the room,
20 in the hearing room here, but if you need those pages
21 we could perhaps have someone fax those down to you.

22 WITNESS HEATON: I have an extra copy.

23 COMMISSIONER GARCIA: Don't worry about
24 that. Just have Staff give them to me in my office
25 when I get in next week.

1 **CHAIRMAN JOHNSON:** Very good.

2 **WITNESS HEATON:** At Page 21, Lines 3 and 4
3 I wish to substitute the words "lease line connected"
4 or LLC for the word "remote", so that sentence would
5 read "We have labeled the lease line connected sites
6 as lease line connected, or LLC end offices for
7 nomenclature distinction only."

8 At Page 22, Lines 2 and 3 -- well, Line 2,
9 the first reference to -- the reference to "stores"
10 should be "sales", so that sentence would read,
11 "Sixteen company-operated retail sales and service
12 stores."

13 **CHAIRMAN JOHNSON:** Where was that? Could
14 you say that one again?

15 **MR. REHWINKEL:** It's redacted.

16 **CHAIRMAN JOHNSON:** No, I have a copy. Could
17 you say that one again? Could you repeat that?

18 **WITNESS HEATON:** Where it says "retail
19 stores," should read "retail sales and service
20 stores." That concludes --

21 **Q** (By Mr. Adams) Do you have any changes to
22 any of the exhibits which are attached to your direct
23 testimony?

24 **A** Yes, I do. Exhibits 1.3 and 1.4, the title
25 of these exhibits in the upper right-hand margin has

1 been revised to indicate Wireless One interconnections
2 without and with lease line connected end offices
3 respectively, instead of their prior reference to
4 remote end offices.

5 **MR. ADAMS:** I do have extra copies of these
6 if you would like to see these as well. These are
7 confidential as well.

8 **CHAIRMAN JOHNSON:** Okay, thank you.

9 **WITNESS HEATON:** On Exhibit 1.4, each of our
10 lease line connected end offices is indicated and this
11 is a replacement of their previous nomenclature which
12 had read "remote end offices." Also Exhibit 1.4 shows
13 our Monroe antenna site as as repeater site, not an
14 end office.

15 That's the extent of the changes to my
16 exhibits.

17 **Q** Except for these changes, if I were to ask
18 you the same questions today that were contained in
19 that direct testimony, would your answers be the same?

20 **A** Yes they would.

21 **MR. ADAMS:** I'd like to move for the
22 admission of Mr. Heaton's direct testimony into the
23 record.

24 **CHAIRMAN JOHNSON:** It will be inserted into
25 the record as though read.

1 BY MR. ADAMS:

2 Q Did you also cause to be filed rebuttal
3 testimony of 18 pages which was prefiled on behalf of
4 Wireless One in this proceeding.

5 A Yes, I did.

6 Q Do you have any changes or corrections to
7 your rebuttal testimony?

8 A Yes, I do. On Page 1,

9 A On Page 1, Line 20 the words "toll charges"
10 on the right side of that line should be replaced with
11 "access cost for calls."

12 CHAIRMAN JOHNSON: Sir, could you repeat
13 that one?

14 WITNESS HEATON: On Page 1, Line 20, the
15 words "toll charges" in the right of that line should
16 be replaced with "access cost for calls."

17 Page 16 -- no. That's all of the charges
18 that I have.

19 Q (By Mr. Adams) Except for these changes,
20 if I were to ask you the same questions today that
21 were contained in that rebuttal testimony would your
22 answers remain the same?

23 A Yes, they would.

24 MR. ADAMS: I would also like to move for
25 the admission of Mr. Heaton's rebuttal testimony.

1 **CHAIRMAN JOHNSON:** It will be inserted into
2 the record as though read.

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1 required, for the past eighteen years. I have simultaneously conducted or supervised
2 the ordering of all of the interconnected telephone services for my employers with
3 emphasis on the greatest value for the services rendered.

4 **Background**

5 Q. What counties does Wireless One serve?

6 A. We are licensed by the Federal Communications Commission to be the "A" side
7 Commercial Mobile Radio Service ("CMRS") provider in Charlotte, Collier, DeSoto,
8 Glades, Hardee, Hendry, and Highlands Counties, Florida. Effective October 6, 1997,
9 we acquired the "A" side cellular rights and facilities in Lee County from Palmer
10 Wireless. After that acquisition, all of our service area, except that in Highlands,
11 Hardee, and DeSoto Counties, will be part of the Miami-Ft. Lauderdale Major
12 Trading Area ("MTA"). Those excepted counties fall within the Tampa-Orlando
13 MTA.

14 In addition to holding the cellular licenses in these counties, we also have
15 private microwave licenses and facilities that provide a private transmission system
16 for our cellular network. This is described in greater detail later in my testimony.

17 Q. Are you familiar with Sprint-Florida, Inc.'s ("Sprint") service area in Southwest
18 Florida?

19 A. Yes. Sprint serves the Ft. Myers Local Access and Transport Area ("LATA"), which
20 overlaps our service area.

21 Q. Have you directed the preparation of any maps of Wireless One's and Sprint's service
22 areas and facilities in Southwest Florida?

- 1 A. Yes, attached Exhibit FJH 1.1 is a map of Sprint's tandem and end offices in the Ft.
2 Myers LATA. Attached Exhibit FJH 1.2 is a map of Wireless One's facilities *propriately connected*
3 equivalent to tandems and end offices in our serving area. Exhibit FJH 1.2 includes
4 the Lee County facilities that we have acquired.
- 5 Q. Does Wireless One have its own dedicated telephone numbers in Sprint's Ft. Myers'
6 LATA?
- 7 A. Yes, Wireless One has the following dedicated NXX codes (the fourth, fifth, and sixth
8 numbers is a ten digit telephone number) in the various areas it serves: Ft. Myers
9 (565, 645, 691, 848, 849, 850, 851, and 209 pending), North Naples (250, 290, 370,
10 564, 641, 860, and 216 pending), Sebring (414, 384, and 202 pending), and Port
11 Charlotte (380, 456, 457, 260, 620, and 204 pending).
- 12 Q. Please describe how land-to-mobile and mobile-to-land dialing works between
13 Wireless One and Sprint customers.
- 14 A. Throughout the Ft. Myers LATA, all Sprint customers can dial Wireless One
15 customers without using an area code, and vice versa. In other words, seven digit
16 dialing can access all of the Sprint and Wireless One customers.
- 17 Q. Does a Wireless One customer pay any toll charges or other charges such as roaming
18 charges to reach a Sprint customer anywhere in the Ft. Myers LATA?
- 19 A. No. These calls are all local calls, regardless of how far away the Sprint customer is
20 from the Wireless One customer. Wireless One customers have enjoyed a LATA-
21 wide local calling area.
- 22 Q. Do Sprint customers pay any toll charges to reach a Wireless One customer?

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1 A. No. For Sprint customers dialing a Wireless One NXX code assigned to the same
2 local calling area as the Sprint customer, there is no charge from Sprint. This is true
3 whether the mobile customer is actually in the local calling area at the time of the call
4 or in an area that would be considered a toll route under the state tariff. The call is
5 rated based upon where the Wireless One NXX code is assigned, and not where the
6 mobile customer is at the time the call is placed.

7 For Sprint customers dialing a Wireless One NXX code assigned outside of
8 the local calling area of the Sprint customer, there also is no charge to the Sprint
9 customer. As explained in greater detail later in my testimony, ever since Wireless
10 One started cellular operations it has elected Sprint's Reverse Option Charge in
11 Section A25 of Sprint's General Exchange Tariff entitled, Interconnection of Mobile
12 Services, which is attached as exhibit FJH 1.5. Under this option, Sprint bills
13 Wireless One ("Reverse Option Charge") \$0.0588 per minute of use for all of these
14 calls, rather than billing its own customer an intraLATA toll charge. This call is rated
15 based on where the Wireless One NXX code is assigned, and not upon distance, *i.e.*,
16 where the mobile customer is at the time the call is placed, even if the mobile called
17 party is in the driveway of the Sprint calling party.

18 As a result, the Sprint customers have never paid a toll charge for dialing a
19 Wireless One customer and enjoy a LATA-wide local calling area, just like the
20 Wireless One customers calling a Sprint customer.

21 Because these mobile calls are rated based upon where the NXX code is
22 assigned, the application of the wireline rating for calls based on state-defined local

1 calling areas can lead to rather absurd results. This is why the new federally-
2 mandated MTA-wide local calling area for land-to-mobile and mobile-to-land calls,
3 discussed in more detail later in my testimony, is good policy.

4 Q. What is your level of involvement with Sprint with respect to provisioning services
5 between your companies?

6 A. I have done all the service ordering for our company since its inception in 1990. I
7 also review all the billing from Sprint.

8 Q. What role have you had in negotiation of an interconnection agreement with Sprint?

9 A. I pursued an interconnection agreement with Sprint vigorously and continuously from
10 August 2, 1996 to this time. Between August 1996 and some time in January, 1997,
11 Sprint insisted that no negotiated agreement between our companies would be
12 possible pending conclusion of their negotiation of a basic interconnection agreement
13 with BellSouth and a wireless interconnection agreement with AT&T Wireless
14 Services ("AWS"). Sprint was emphatic the only terms and conditions that would be
15 available to us were those that they agreed to with AWS.

16 It was not until I engaged outside counsel working under my supervision and
17 direction that we made any meaningful progress in negotiations. The negotiations
18 produced the Commercial Mobile Radio Services ("CMRS") Interconnection
19 Agreement ("Interconnection Agreement") that was attached to Wireless One's
20 Petition for Arbitration and is attached to this testimony as Exhibit FJH 1.6. We were
21 able to successfully negotiate many aspects of the Interconnection Agreement.

1 Q. What issues could not be resolved by negotiation and need to be resolved by the
2 Florida Public Service Commission ("Commission") in this arbitration?

3 A. There are two issues on which Wireless One and Sprint could not agree. First, is
4 whether the Reverse Option Charge should be part of the Interconnection Agreement
5 and priced at transport and termination rates now that the Federal Communications
6 Commission ("FCC") has declared an MTA-wide local calling area. Second, is
7 whether Wireless One should receive ^{*symmetrically reciprocal*} tandem switching, transport and end office
8 termination rates for Sprint calls terminating on Wireless One's network.

9 ***Reverse Option Charge***

10 Q. Please discuss the first issue in greater detail.

11 A. My understanding is that all CMRS calls originated and terminated in an MTA are
12 considered as local in nature under FCC rule 47 C.F.R. § 51.701(b)(2) and that no ^{*access*} ~~per~~
13 charges may be assessed for such calls. The FCC has used its authority to expand
14 state-defined wireline local calling areas to include the entire MTA for calls to and
15 from a CMRS network and a local exchange carrier. This requires the Reverse
16 Option Charge to be repriced at transport and termination rates.

17 We included the following language implementing our understanding of this
18 issue in Exhibit FJH 1.6:

19 **Part B, page 22:**

20 "Local Traffic" for purposes of the establishment of interconnection and
21 reciprocal compensation under this Agreement, is defined as
22 telecommunications traffic between an LEC and CMRS provider that, at the
23 beginning of the call, originates and terminates within the same Major Trading
24 Area. No toll charges may be assessed upon Local Traffic originated by

1 Carrier [Wireless One] or Company [Sprint]. All Local Traffic is subject to
2 transport and termination rates only.
3

4 Part C, Attachment II, C.4., page 34:

5 IntraLATA Toll Traffic. This traffic is defined in accordance with Company's
6 then-current intraLATA toll serving areas to the extent that said traffic does
7 not originate and terminate within the same MTA.
8

9 The effect of this language is to make all intraMTA calls subject to transport and
10 termination pricing. IntraLATA toll traffic, to the extent it is interMTA, will remain
11 toll traffic.

12 Sprint acknowledges its obligation to pay transport and termination pricing to
13 Wireless One for land-to-mobile calls, but believes that it still can charge us the
14 Reverse Option Charge or, in lieu of that, it could charge its customers intraLATA
15 toll charges for routes identified as toll in its state tariff. Sprint proposes the
16 following language to implement its understanding:

17 Part B, page 21-22:

18 "Local Traffic" for purposes of the establishment of
19 interconnection and not for the billing of customers under this
20 Agreement, is defined as telecommunications traffic between
21 an LEC and CMRS provider that, at the beginning of the call
22 originates and terminates within the same Major Trading Area,
23 as defined in 47 C.F.R. Section 24.202(a); provided, however,
24 that consistent with Sections 1033 et seq. of the First Report
25 and Order, Implementation of the Local Competition
26 Provisions in the Telecommunications Act of 1996, CC Docket
27 No. 96-98 (Aug. 8, 1996), hereinafter the "First Report and
28 Order," the Commission shall determine what geographic areas
29 should be considered "Local areas" for purpose of applying
30 reciprocal compensation obligations under Section 251(b)(5),
31 consistent with the Commission's historical practice of

1 defining local service areas for wireline LECs. (See, Section
2 1035, First Report and Order).
3

4 Part C, Attachment II, C.4., page 34:

5 IntraLATA toll traffic. For the purpose of establishing charges
6 between the Carrier and Company, this traffic is defined in
7 accordance with Company's then-current intraLATA toll
8 serving areas to the extent that said traffic does not originate
9 and terminate within the same MTA.
10

11 The effect of this language is that Sprint "*theoretically*" would be able to bill its
12 customers a toll ^{calls} charge for making land-to-mobile intraMTA toll charges that are not
13 within the state wireline local calling areas.

14 Q. Why do you say "theoretically" in the last part of your last answer?

15 A. I say "theoretically" because Sprint has never charged its customers a toll charge for
16 any land-to-mobile calls since we commenced cellular operations in 1990. Wireless
17 One has always elected Sprint's Reverse Option Charge for land-to-mobile call
18 completions which is part of the Interconnection of Mobile Services section of
19 Sprint's General Exchange Tariff. This is the same section of Sprint's General
20 Exchange Tariff that contains all our other rates for interconnection. The effect of
21 this election is that Sprint customers have had toll free calling to Wireless One
22 customers and Wireless One has always paid the Reverse Option Charge for
23 intraLATA land-to-mobile calls, with one minor exception.

24 Q. What is that exception?

25 A. The only application of a charge to a Sprint Ft. Myers LATA Wireless One Network
26 dedicated NXX occurred upon introduction of a \$0.25 Untimed Local Call between

1 Sprint's Cape Haze exchange area customers and our Port Charlotte exchange rate
2 centered NXXs. Upon discovery of the creation of such a charge, we immediately
3 appealed to Sprint for its removal and it filed tariff revisions allowing the waiver of
4 such charge to its customers in every Untimed Local Call situation. This allowed for
5 the continuation of expanded local calling areas for Sprint's customers who were
6 already accustomed to calling our NXX's toll free.

7 Q. Has Wireless One operated under an interconnection agreement with Sprint in the
8 past?

9 A. We have not operated under an interconnection agreement with Sprint in the past and
10 all of the charges imposed for services are tariffed or tariff authorized in the
11 Interconnection of Mobile Services Tariff.

12 Q. Is the Reverse Option Charge a term of Wireless One's interconnection relationship
13 with Sprint?

14 A. The Reverse Option Charge is a term and condition of the interconnection
15 relationship between our respective companies. With the one exception mentioned
16 earlier, Sprint has never had a charge relationship with its customers calling Wireless
17 One customers.

18 Q. Has Sprint recognized its Reverse Option Charge as a term and condition of its
19 interconnection with your company?

20 A. No. Their failure to recognize it as term and condition of our interconnection
21 relationship has been a principal stumbling block to our effort to negotiate an

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1 agreement with them since August, 1996. Sprint unjustifiably takes the position that
2 we are a surrogate for their customers in this relationship.

3 Q. How has Sprint addressed this issue in other interconnection agreements that have
4 been filed with the Commission?

5 A. Other Sprint agreements acknowledge our position. For example, in Sprint's
6 agreement with 360 Communications filed with the Commission on July 28, 1997
7 (attached as Exhibit FJH 1.7), the definition of intraLATA toll traffic specifically
8 excepted traffic that does not originate and terminate in the same MTA:

9 IntraLATA toll traffic. This traffic is defined in accordance
10 with the Company's then-current intraLATA toll serving areas
11 to the extent that said traffic does not originate and terminate in
12 the same MTA.
13

14 Sprint/360 agreement at 29. This is the same definition that Sprint seeks to change in
15 our agreement so that it relates only to "The establishment of charges between the
16 Carrier and Company", and does not limit Sprint's ability to continue charging for
17 intraLATA land-to-mobile toll calls.

18 In that same agreement, "Local Traffic" has a definition functionally
19 equivalent to the language we propose in our Interconnection Agreement:

20 "LOCAL TRAFFIC" for purposes of this Agreement, local
21 traffic means telecommunications traffic between a LEC and a
22 telecommunications carrier, other than a CMRS provider, that
23 originates and terminates within a local service area established
24 by the state commission; *or telecommunications traffic*
25 *between a LEC and CMRS provider that, at the beginning of*
26 *the call, originates and terminates within the same Major*
27 *Trading Area, as defined in 47 C.F.R. Section 24.202(a).*
28

1 Sprint/360 agreement at 23 (emphasis added).

2 The effect of these sections of the Sprint/360 agreement is that Sprint has
3 acknowledged Wireless One's position that all intraMTA land-to-mobile calls are
4 local and that intraLATA ^{access} ~~and~~ charges do not apply. Wireless One seeks the same
5 recognition in our Interconnection Agreement.

6 Q. Have any other LECs in Florida entered agreements that make all intraMTA calls
7 local?

8 A. Yes, Florida's largest LEC, BellSouth, recognizes this. In its interconnection
9 agreement with Vanguard approved on June 11, 1997 in Docket 970228-TP (attached
10 as Exhibit FJH 1.8), BellSouth defines local interconnection, as relevant here, to be:
11 "The delivery of local traffic to be terminated on each party's local network so that
12 end users of either party have the ability to reach end users of the other party without
13 the use of any access code or substantial delay in processing the call." BellSouth/
14 Vanguard agreement at 2. Local traffic, in turn, is defined to include land-to-mobile
15 calls that are handed off in the same LATA in which the call originates and terminates
16 on the cellular network in the MTA in which the call is handed off. BellSouth/
17 Vanguard agreement at 2.

18 The effect of these definitions being applied in the Ft. Myers LATA is that all
19 Sprint land-to-mobile calls would be local calls. Each party would have the
20 obligation to pay to terminate its traffic on the other's network at transport and
21 termination prices. This is precisely the result we are seeking on this issue in this
22 arbitration.

1 Q. How does the BellSouth/Vanguard agreement handle transport charges that BellSouth
2 previously recovered in intraLATA toll rates?

3 A. BellSouth has included a "LATAwide Additive" rate that compensates it for the
4 transport. According to the agreement:

5 The parties acknowledge that the "LATAwide Additive" is
6 intended to compensate BellSouth for the additional transport
7 and other costs associated with transporting calls throughout a
8 larger local calling area defined for CMRS providers with
9 respect to local interconnection (an MTA) versus the traditional
10 wireline local calling areas as currently defined by the
11 appropriate Commissions.
12

13 BellSouth/Vanguard agreement at 4. The LATAwide Additive rate is \$0.004 per
14 minute of use subject to true up.

15 Q. Is Wireless One willing to pay Sprint a LATAwide Additive rate like that in the
16 BellSouth/Vanguard agreement?

17 A. Yes, we are willing to pay Sprint a cost-based rate for any additional transport cost it
18 incurs, if the Commission deems it appropriate in this arbitration. In fact, we would
19 be willing to incorporate the identical charge in the BellSouth/Vanguard agreement.

20 Q. You appear to be putting great emphasis on the Reverse Option Charge between your
21 company and Sprint?

22 A. It has been in place consistently since our initial physical interconnection. Sprint's
23 landline customers would be indignant were it to introduce charges for calls its
24 customers have been completing without charge since as far back as 1990. The
25 aggrieved customers' indignation would likely extend to this Commission if the
26 Commission ordered or permitted Sprint to introduce such charges.

1 Q. Can you estimate the number of callers, calls, and minutes of use that are now subject
2 to the Reverse Option Charge?

3 A. The typical monthly billing for Reverse Option minutes of use by Sprint is
4 approaching 450,000. At an average holding time per call of two minutes of use, that
5 is 225,000 calls. Based on this, I estimate that the number of callers is between
6 25,000 and 75,000. Our acquisition of the Lee County license rights should increase
7 these volumes by fifty percent.

8 It would cost us approximately \$40,000 per month if we were to continue to
9 pay the present tariff rates for those minutes of use.

10 It seems clear that Congress and the FCC both want to promote competition in
11 the telecommunications industry. Relieving us of this unreasonable cost will help in
12 our effort to create competition.

13 Q. Would you please sum up Wireless One's position on this first issue.

14 A. Gladly. The FCC has mandated MTA-wide local calling areas for land-to-mobile and
15 mobile-to-land calls. This now relieves Wireless One of paying the ^{access portion of the} Reverse Option
16 Charge that has always been part of its interconnection relationship with Sprint.
17 Sprint customers and Wireless One customers will continue to enjoy the same large
18 local calling areas that they have in the past. Wireless One is willing to pay Sprint an
19 additive transport rate to compensate it for the additional transport cost as a result of
20 the MTA-wide local calling area, if the Commission deems it necessary. Specifically,
21 Wireless One is willing to pay Sprint \$0.004 per minute of use for calls that formerly

1 were toll calls under the wireline local calling areas, consistent with the BellSouth/
2 Vanguard agreement.

3 *Tandem Interconnection*

4 Q. You mentioned that the second issue for arbitration was whether Wireless One should
5 receive tandem interconnection, transport and end office termination rates for Sprint
6 calls terminating on Wireless One's network. How does Sprint propose to
7 compensate Wireless One for those calls?

8 A. Sprint proposes to compensate us for the functionality provided, but they are of the
9 position that the only function our network provides is end office termination.
10 Consequently, they propose to pay us only end office termination rates.

11 Q. Why hasn't Wireless One agreed to accept this method of compensation?

12 A. Because Sprint would not be treating us equally. My understanding is that 47 C.F.R.
13 § 51.711(a)(1) permits CMRS providers to charge the same rates that the LEC
14 charges for transporting and terminating calls as long as the CMRS providers'
15 facilities are functionally equivalent to those of the incumbent LEC. As the testimony
16 of John Meyer supports (Wireless One Exhibit 2.0), the manner in which our
17 telecommunications network terminates land-to-mobile calls originating on Sprint's
18 network is functionally equivalent to the manner in which Sprint terminates our
19 mobile-to-land calls. Therefore, we are entitled to the same tandem interconnection,
20 transport and end office termination rates for terminating Sprint calls that Sprint
21 charges for transporting and terminating Wireless One calls at their tandem. The
22 Commission has recognized as much in two of its recent orders: *In Re: Petition by*

1 *Metropolitan Fiber Systems of Florida, Inc. for Arbitration of Certain Terms and*
2 *Conditions of a Proposed Agreement with Central Telephone Company of Florida*
3 *and United Telephone Company of Florida Concerning Interconnection and Resale*
4 *under the Telecommunications Act of 1996, Docket No. 960838-TP (Order No. PSC-*
5 *96-1532-FOF-TP, issued December 16, 1996); In Re: Petition by MCI*
6 *Telecommunications Corporation for Arbitration with United Telephone Company of*
7 *Florida and Central Telephone Company of Florida Concerning Interconnection*
8 *Rates, Terms, and Conditions, Pursuant to the Federal Telecommunications Act of*
9 *1996, Docket No. 961230-TP (Order No. PSC-97-0294-FOF-TP, issued March 14,*
10 *1997).*

11 Q. Would you please elaborate on the sophistication and complexity of your
12 communications network?

13 A. I will gladly provide an overview of our network. However, our witness John Meyer
14 is the appropriate sponsor of testimony relating to the technological and functional
15 performance of the network. I have reviewed his testimony in preparation of my
16 testimony in this proceeding.

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

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[REDACTED]

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Q. Please elaborate on the different aspects of your network.

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A. Certainly. [REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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Q. Tell us more about your [REDACTED] network.

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A. [REDACTED]

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[REDACTED]

Q. What is the benefit to your customers of having this [REDACTED] system?

A. [REDACTED]

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[REDACTED]

Q. Please elaborate on how you would be able to maintain communication with these [REDACTED] end offices?

A. [REDACTED]

Q. Please recite the Sprint interconnections with your network.

A. [REDACTED]

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[REDACTED]

Q. You previously mentioned a [REDACTED] connection [REDACTED]

[REDACTED] Does your company make any other network connections?

A. Yes. [REDACTED]

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[REDACTED]

Q. Has Wireless One deployed cell sites that [REDACTED]

[REDACTED]

A. Of course. [REDACTED]

[REDACTED]

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[REDACTED]

Q. Tell us about the [REDACTED] cell sites?

A. [REDACTED]

Q. What about the [REDACTED] to the cells?

A. [REDACTED]

1 Q. Does your network serve any other significant purpose?

2 A.

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9 Q. What costs does Wireless One incur in transporting and terminating intraMTA calls
10 originating on Sprint's network?

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As explained by Mr. Meyer in this testimony (Wireless One Exhibit 2.0), Wireless One assumes responsibility for transporting and terminating a call originated on Sprint's network at the point of interconnection between the two networks. From the point of interconnection, the call is transmitted to Wireless One's tandem where it is switched and transmitted to the end office serving the called party. There, it is passed through the LIM for delivery to the mobile called party over radio frequencies. Wireless One incurs distinct transmission costs from the point of interconnection with Sprint to Wireless One's tandem and from the tandem to the end office, whether over its proprietary microwave network or its leased T1s. We also incur switching costs at the tandem and the distinct cost to terminate the call at our end offices. Our records indicate that our investment in our transmission and multiplexing equipment is

1 equivalent to the investment in our end offices, and that our investment in both is a
2 multiple of the significant investment we have in our tandems.

3 Q. How should Wireless One be compensated for these costs?

4 A. According to the testimony of Mr. Meyer, the transport and termination of Sprint's
5 land-to-mobile calls over Wireless One's network is functionally equivalent to the
6 transport and termination of Wireless One's mobile-to-land calls over Sprint's
7 network. While Sprint has deployed a traditional tandem/end office switching
8 hierarchy, Wireless One has deployed a functionally equivalent network through its
9 transmission facilities, tandems and end-office equivalent cell sites. Accordingly,
10 Wireless One is entitled to charge Sprint the same tandem switching, transmission
11 and end office termination rates that Sprint charges it, as required by 47 C.F.R. §
12 51.711(a)(1) and the Commission's precedent on this issue.

13 As I previously mentioned, it appears that the interconnection agreement
14 between BellSouth and Vanguard, approved by this Commission on June 11, 1997,
15 already provides for such equality.

16 Q. What are your estimated consequences of such a compensation proposal?

17 A. Sprint would owe us compensation in the amount of \$0.003345 for tandem switching,
18 \$0.001022 for common transport, and \$0.0003587 for end office termination, for a
19 total of \$0.007954 per minute of use. Based on average call volumes of about 1.8
20 million minutes of use per month (including the Lee County acquisition), this would
21 equal a monthly total of over \$14,000. Sprint proposes to pay us only the end office
22 rate which would equal a monthly total of nearly \$6,500.

1 Q. Does this conclude your testimony?

2 A. Yes, it does.

3 113034.1

1 Q. What is your name and business address?

2 A. Francis J. Heaton, 2100 Electronics Lane, Ft. Myers, FL 33919.

3 Q. Are you the same Francis J. Heaton that submitted direct testimony in this case on
4 October 7, 1997?

5 A. Yes.

6 Q. Have you had an opportunity to review the direct testimony of Sprint witness F. Ben
7 Poag filed in this case on October 7, 1997.

8 A. ~~Yes. In addition, I attended Mr. Poag's deposition on October 20, 1997 in Ft. Myers~~
9 ~~in which he was questioned on his direct testimony, and have reviewed the transcript~~
10 ~~from that deposition, which is attached hereto as Wireless One Exhibit FJH 1.9.~~ This
11 testimony responds to both Mr. Poag's direct testimony and his deposition testimony.

12 Q. Please describe the points of disagreement you have with Mr. Poag.

13 A. Mr. Poag wants the Commission to ignore the reality that we are an independent
14 competitive telephone company whose network provides the same functionality as
15 Sprint's. As a result, we are deserving of being able to charge symmetrical rates.
16 When Sprint terminates traffic to Wireless One's tandem, we will charge symmetrical
17 tandem switching, transport and end office termination rates. When Sprint terminates
18 traffic to the end office interconnections, we will charge symmetrical end office
19 termination rates.

20 Mr. Poag also wants the Commission to sanction nonexistent ^{access cost for calls} toll charges
21 between its customers and wireless NXXs. The Reverse Option has been in place
22 consistently since our initial physical interconnection. Sprint has never charged its

1 customers an intraLATA toll charge for any land-to-mobile calls since we
2 commenced cellular operations in 1990. The Reverse Option charge is part of the
3 same mobile services section of Sprint's tariff that has governed the rest of our
4 interconnection relationship over the years. The Reverse Option is an integral part of
5 our interconnection relationship and should be included with the other terms and
6 conditions of the interconnection relationship that now will be governed by agreement
7 rather than tariff. As such, the Reverse Option for intraMTA calls must be priced at
8 transport and termination rates.

9 *Tandem and End Office Interconnections*

10 Q. In Mr. Poag's direct testimony (p. 8, l. 22 - p. 9, l. 2) he indicates that Wireless One
11 is being charged the Reverse Option Charge because it has not extended facilities to
12 Sprint end offices to afford Sprint's customers local calling to Wireless One
13 customers. Do you agree with that testimony?

14 A. Absolutely not! As I said in my earlier testimony, Wireless One has [REDACTED] direct
15 end office interconnections with Sprint. The interconnection trunks are Type 2B,
16 which are two-way end office interconnections. Despite these trunks being two-way
17 trunks, only Wireless One sends traffic over the trunk groups. Sprint does not send
18 any traffic over these end office interconnections. Wireless One has been paying the
19 entire cost of leasing these dedicated trunks from Sprint.

20 Q. ~~Was Mr. Poag aware that Wireless One had these end office interconnections when he~~
21 ~~made those comments?~~

22 A. ~~Mr. Poag testified in his deposition (p. 42, l. 3-9) that he was aware that Wireless One~~

1 had some end office interconnections. However, insofar as Mr. Poag was not a direct
2 participant in our negotiations, he was under the mistaken impression that Sprint sent
3 land-to-mobile traffic over the end office trunk groups to eliminate the Reverse
4 Option charge for that traffic (p. 42, 120-23).

5 Q. So you disagree with Mr. Poag's direct testimony (p. 8, 1. 23 - p. 9, 1. 1-2) that
6 Wireless One has the option of extending facilities directly to an end office to afford
7 Sprint's customers local calling?

8 A. Yes. Let me give a hypothetical example. Suppose Wireless One has a direct
9 connection to Sprint's Clewiston exchange in eastern Hendry County, and 1500
10 Wireless One customers reside within that exchange area. Every call origination from
11 a Clewiston landline phone to a Wireless One customer residing in the Clewiston
12 exchange involves the application of Reverse Option charges to Wireless One. This
13 is because we have no Clewiston rate centered NXX. In fact, Sprint refused to allow
14 us a Clewiston NXX until its May, 1997 General Exchange Tariff section A25
15 revisions for SS7 interconnection and virtual rate centers. Those revisions still
16 require all land-to-mobile terminations to be back hauled through Sprint's tandem.

17 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX
18 that is rate centered outside the current landline defined local calling area of its caller?

19 A. Wireless One pays Sprint the Reverse Option charge of \$0.0588 per minute at all
20 times.

21 Q. How does Sprint deliver this call to Wireless One?

22 A. It transports the call from its originating end office to its tandem and terminates it to

1 Wireless One's Type 2A trunk group to Wireless One's South Ft. Myers tandem.

2 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX
3 that is rate centered within the caller's current land defined expanded local calling
4 area?

5 A. Wireless One pays the same Reverse Option charge of \$0.0588 per minute of use.

6 Q. How does Sprint deliver this call to Wireless One?

7 A. In the same way previously mentioned.

8 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX
9 that is rate centered within the caller's current landline flat rate local calling area?

10 A. Sprint's customers have this included in flat rate local service at no additional charge.

11 Q. How does Sprint deliver this call to Wireless One?

12 A. In the same way previously mentioned.

13 Q. Did you just describe three different call completion scenarios with two different
14 compensation processes but the traffic was transported in an identical fashion at
15 nearly identical costs?

16 A. Yes, I did.

17 Q. Have you requested Sprint to send traffic over the end office Type 2B trunk groups?

18 A. Yes, many times. As the previous discussion demonstrates, Sprint has been back
19 hauling all of the traffic that could be delivered over the end office trunks to its
20 tandem and charging Wireless One a Reverse Option charge. Prior to our SS7
21 implementation in late August 1997, that traffic could have been delivered over the
22 end office interconnections with a simple software translation at Sprint's end office.

1 If Sprint wants to have call counting and timing capabilities associated with the
2 routing, it may take some hardware additions like they made to measure receipt of
3 Type 2B traffic at each end office. However, the overall cost of distributed routing
4 would be insignificant.

5 Q. Why has Sprint not complied with your request?

6 A. Sprint has given me a number of different and conflicting responses at different times.
7 I believe that the underlying reason for Sprint's refusal to comply with this request is
8 that it does not want to forego the \$0.0588 per minute of use Reverse Option revenue
9 stream. If this traffic were delivered over the end office Type 2B trunk groups, [REDACTED]
10 [REDACTED] of the monthly Reverse Option charges could be eliminated.

11 Q. ~~In his deposition, Mr. Poag testified (p. 45, l. 7 - p. 46, l. 14) that Sprint would~~
12 ~~terminate traffic to the end office interconnections, rather than back haul it to its~~
13 ~~tandem and charge the Reverse Option charge, if Wireless One had an NXX rate~~
14 ~~centered at the local interconnection. Will you comment on that?~~

15 A. ~~When Mr. Poag realized for the first time in his deposition that Sprint was not using~~
16 ~~the end office interconnections with Wireless One to send land-to-mobile traffic, he~~
17 ~~immediately assumed that it was because Wireless One did not have any of its NXX~~
18 ~~codes locally rate centered (p. 46). Mr. Poag did not acknowledge that it is~~
19 ~~technically feasible to reprogram Sprint's switches to recognize all of Wireless One's~~
20 ~~NXX codes over all of the end office interconnections (p. 47). The effect of this~~
21 ~~would allow all land-to-mobile calls from a Sprint exchange with a Type 2B end~~
22 ~~office interconnection to Wireless One to be terminated over the end office~~

1 ~~interconnection and allow for the traffic to be transported by Wireless One to its~~
2 ~~customer, wherever located.~~

3 Q. If Sprint did use the Type 2B end office interconnections to deliver land-to-mobile
4 traffic, how would Sprint charge for that traffic today?

5 A. If Sprint did use them at this time, it still intends to charge Reverse Option unless and
6 until they implement the principal of distributed NXXs, which is discussed in greater
7 detail later. All calls from Sprint's [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED] end offices would also be subject to Reverse Option charges to
12 any Wireless One NXX that Sprint does not recognize as being rate centered in the
13 same landline local calling area as the end office.

14 Q. Do you have any experience with using distributed NXX codes?

15 A. Yes, I have done this with other local exchange companies to eliminate toll charges,
16 like the Reverse Option. Other local exchange companies employ what are known as
17 distributed NXX codes that allow virtual rate centering of wireless NXX's
18 LATAwide so that individual NXX codes are not required in each and every
19 community by each and every wireless carrier.

20 For example, our former affiliate, Ohio Cellular RSA Limited Partnership,
21 which we divested October 30, 1996, had distributed NXXs that allowed GTE
22 customers LATAwide to call cellular telephone or pager numbers toll free. GTE

1 applied no charge for wireline origination from its exchanges within the traditional
2 landline local calling area of each of its exchanges when we had direct
3 interconnection within the local calling area. When the call originated outside the
4 traditional landline local calling area of our physical points of interconnections, we
5 compensated GTE under an interconnection agreement on file with the Public
6 Utilities Commission of Ohio at the same rates as paid for mobile-to-land
7 terminations within the LATA.

8 Interestingly, in a showing of genuine concern for NXX code conservancy,
9 GTE actually distributed the two paging codes which were provided by Ameritech so
10 that both GTE and Ameritech landline customers call the same paging numbers toll
11 free LATAwide.

12 Like the GTE agreement, our interconnection agreements with Ameritech had
13 Reverse Option land-to-mobile rates identical to the mobile-to-land rates for landline
14 call originations outside the traditional landline local calling area of the virtual and
15 physical rate centers we established for our various LATA NXX's.

16 Sprint still does not provide distributed NXX's within the Ft. Myers LATA
17 despite my prior requests.

18 Q. What kind of signaling would Sprint have to deliver with the land-to-mobile traffic
19 over the end office Type 2B trunk groups?

20 A. Sprint would have to be able to deliver an SS7 signal for all traffic.

21 Q. Is it economically efficient to back haul every call from its origination end office
22 through its tandem for call completion to your company?

1 A. As Mr. Poag stated (~~p.42, l. 23 - p.43, l.2~~), it would be far more efficient for Sprint to
2 utilize the existing points of interconnection to its end offices. However, my
3 understanding from Sprint Carrier Relations Management is they are unable to pass
4 us SS7 signaling, and in particular caller identification, from the end offices at this
5 time.

6 Q. Why did you say in your deposition that SS7 end office signaling was not an
7 arbitration issue in this proceeding?

8 A. Sprint's April 1997 filing of the previously mentioned tariff revision for SS7 occurred
9 in the middle of our negotiation for that service and with no prior notice to us. The
10 Commission Staff had already recommended Sprint's tariff revisions for approval
11 before we were aware of it.

12 At that time we felt we desperately needed Automatic Number Identification
13 ("ANI") from Sprint in connection with our digital service rollout to counter the
14 offerings of wireless competitors and made a decision to accept the tariff offering
15 without delaying SS7 provisioning for the duration of our negotiating and arbitration
16 interval.

17 We truly believe that the provisioning of SS7 between our companies is
18 properly a term and condition that should be included in an interconnection
19 agreement. Although our interconnection agreement has general references to SS7,
20 we accepted the tariff provisioning as a necessary expedient.

21 Q. Would Sprint pay a penalty for requiring all land-to-mobile calls to reach your
22 company by tandem office interconnection to Wireless One?

1 A. Sprint would pay the higher tandem interconnection, transport, and end office
2 termination rates, but I do not consider this a penalty. Sprint could avoid these higher
3 rates if it were able to send SS7 signals including ANI and use the existing end office
4 connections between our companies.

5 Q. Would Sprint have to deliver the SS7 signal from its interconnected end offices?

6 A. We would accept SS7 signal delivery at any point in our system but unless we receive
7 it – we must for any call completion – Sprint is unable to use the end office
8 connections for call delivery to us. Since SS7 is a packet switching technology,
9 ~~however, Mr. Peag testified (p. 100, l. 15-19) that the signal could be routed over the~~
10 ~~Et. Myers tandem location where it currently passes and the voice traffic could be~~
11 ~~routed over the end office Type 2B trunks.~~

12 Q. Can your wireless end office connections to the Sprint end offices provide Sprint with
13 the SS7 feature of ANI?

14 A. We are able to send ANI but my understanding from Sprint Carrier Relations
15 Management is that their end offices are unable to receive it at this time.

16 Q. Why are Sprint's end offices unable to receive it at this time?

17 A. My understanding is that Sprint currently relies on a central processing system that
18 originates at its STP points of Winter Park and Altamonte Springs in the Orlando
19 LATA. They of course could obtain such capability from Northern Telecom, as we
20 have done, but they made an economic decision not to at this time. Consequently,
21 their end offices lack this capability that our end offices contain.

22 Q. Does Sprint have any time table for being able to recognize the SS7 signal with

1 mobile-to-land end office traffic?

2 A. Sprint mentioned a willingness to experiment with some form of SS7 call signal
3 delivery process that might enable it to utilize its end offices for call delivery this
4 summer but there has been absolutely no follow up on this matter.

5 Q. Despite Sprint's inability to receive the SS7 signal, can Wireless One presently
6 terminate traffic to the Sprint end offices?

7 A. Yes. We are doing so by sending the old, multi-frequency signaling technology,
8 which we still are able to send and Sprint can accept at its end offices.

9 Q. Why is the delivery of land-to-mobile traffic over the end office interconnections
10 important to the issues in this arbitration?

11 A. It is important for two reasons. First, it is important for the Commission to
12 understand how Sprint has refused to send traffic over the end office interconnections
13 in order to maximize its Reverse Option revenue. Had Sprint previously been willing
14 to send land-to-mobile traffic over these interconnections, it would have greatly
15 reduced the Wireless One Reverse Option cost and, consequently, the pressure to
16 arbitrate the issue in this case. Also, the intertwined relationship between end office
17 terminations and the Reverse Option shows how integral the Reverse Option is to the
18 interconnection agreement of Sprint and Wireless One and why it should be part of
19 the agreement at issue in this arbitration, as is discussed more in the next section of
20 my testimony. Second, it is important for the Commission to realize that Sprint could
21 terminate land-to-mobile traffic over the end office interconnections.

22 Q. Why is it important for the Commission to appreciate the second point?

1 A. It is important because of Mr. Poag's testimony regarding the functionality of
2 Wireless One's network for reciprocal compensation purposes. Mr. Poag testifies in
3 his direct testimony (p. 11) that Wireless One's network does not provide the same
4 functionality as Sprint's network and, consequently, the same reciprocal
5 compensation cannot be charged. ~~In his deposition, Mr. Poag admitted that Wireless~~
6 ~~One's tandem and transmission facilities were the functional equivalent of Sprint's~~
7 ~~tandem and transport facilities, and limited the point of his disagreement to whether~~
8 ~~the cellular end offices are the functional equivalent to Sprint's end offices (p. 28, l.~~
9 ~~12-25). On this last point, Mr. Poag testified (p. 29, l. 1-8) that the landline and~~
10 ~~cellular end offices are different because (1) the call processor for the cellular end~~
11 ~~office is centrally located at the tandem as opposed to at the end office for the landline~~
12 ~~end office and (2) Sprint cannot terminate traffic at the cellular end offices. The~~
13 ~~second basis for Mr. Poag's end office distinction is plain wrong. Sprint could~~
14 ~~terminate traffic at Wireless One's end office over the Type 2B interconnections, it~~
15 ~~just chooses not to.~~

16 Q. What about the first basis for the distinction?

17 A. Mr. Poag is absolutely correct that the call processing functions of the cellular end
18 offices are performed in a central location at the cellular tandem office. As John
19 Meyer explained in his direct testimony, however, the fundamental mobile nature of
20 the cellular network requires the call processing for the cellular end office to be
21 centrally located. The central location of the call processor does not change the
22 functionality of the cellular end office. ~~In essence, Mr. Poag's view is that the~~

1 ~~cellular distribution system begins at the cellular tandem. This is wrong.~~ the cellular
2 distribution system starts at the cellular end office. John Meyer describes this in
3 greater detail in his rebuttal testimony.

4 Bellcore's SR-TAP-000191 defines an end office as, "A switching system in
5 the message network that establishes line-to-line, line-to-trunk, and trunk-to-line
6 connections and provides dialtone to customers." John Meyer testified that the
7 cellular tandem is unable to provide dial tone to customers, but the cellular end office
8 does meet this Bellcore definition.

9 Q. With regard to end office termination, Mr. Poag raises a rate disparity issue in his
10 direct testimony (p. 14, l. 20 - p.15, l. 8) where Sprint would pay the higher tandem
11 rates if it has to deliver all its traffic at the cellular tandem office, while Wireless One
12 can deliver to Sprint's end offices. Please comment on that testimony.

13 A. As I previously stated, Sprint could terminate its traffic at Wireless One's cellular end
14 offices where there are Type 2B interconnections. Because Wireless One considers
15 the cellular end office to be the functional equivalent of the wireline end office,
16 Wireless One would charge Sprint symmetrical reciprocal end office termination rates
17 for that traffic. In other words, we would charge Sprint the same end office
18 termination rate of \$0.003587 that Sprint will charge us to terminate end office traffic
19 to them.

20 Q. How does Wireless One's tandem switch coverage compare with Sprint's?

21 A. Sprint uses its Ft. Myers tandem to provide services within Charlotte, Collier, Glades,
22 Hendry, and Lee Counties. Its Avon Park tandem coverage area includes DeSoto,

1 Hardee, Highlands, and Okeechobee Counties. Upon decommissioning of the North
2 Ft. Myers tandem serving Lee County which is scheduled for December 1997,
3 Wireless One's South Ft. Myers tandem will cover all of Sprint's Ft. Myers LATA,
4 excepting Okeechobee County, from a single tandem.

5 Q. Has Wireless One demonstrated that its network is the functional equivalent of the
6 Sprint's network?

7 A. Yes. [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED] We have explained a
11 proprietary microwave transmission network [REDACTED]

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED] In short, we have demonstrated that we are an independent
17 competitive telephone company whose network provides the same functionality as
18 Sprint's. As a result, we are deserving of being able to charge symmetrical rates.
19 When Sprint terminates traffic to Wireless One's tandem, we will charge symmetrical
20 tandem switching, transport and end office termination rates. When Sprint terminates
21 traffic to the end office interconnections, we will charge symmetrical end office
22 termination rates.

1 *Reverse Option Charge*

2 Q. Do you believe that the Reverse Option should be included in Wireless One's
3 interconnection agreement with Sprint?

4 A. Absolutely! As I testified previously in my direct testimony, Wireless One has
5 always elected Sprint's Reverse Option charge for land-to-mobile call completions. It
6 has been in place consistently since our initial physical interconnection. Sprint has
7 never charged its customers an intraLATA toll charge for any land-to-mobile calls
8 since we commenced cellular operations in 1990. The Reverse Option charge is part
9 of the same mobile services section of Sprint's tariff that has governed the rest of our
10 interconnection relationship over the years. As previously mentioned, the intertwined
11 relationship between end office terminations and the Reverse Option shows how
12 closely related the Reverse Option is to the interconnection relationship of Sprint and
13 Wireless One and why it should be part of the agreement at issue in this arbitration.
14 The Reverse Option is an integral part of our interconnection relationship and should
15 be included with the other terms and conditions of the interconnection relationship
16 that now will be governed by agreement rather than tariff.

17 Q. Sprint argues in its Response filed on October 7, 1997 that including the Reverse
18 Option in the interconnection agreement will have the effect of altering its state-
19 approved tariffs and that state-approved tariffs should not be altered in a two-party
20 arbitration dispute. How do you respond?

21 A. Having the Reverse Option included in the agreement does not affect Sprint's state
22 tariffs any more than including the basic rates for interconnection in the agreement.

1 The agreement includes a tandem interconnection, transport, and end office
2 termination rate of \$0.007954 per minute of use. This is the same service listed in the
3 Sprint's mobile services tariff as Type 2A interconnection that is tariffed at \$0.0334
4 per minute of use peak and \$0.0234 off peak. Similarly, the mobile services tariff
5 includes a rate of \$0.01 per minute of use for a Type 2B end office interconnection.
6 This rate has been reduced to \$0.003587 per minute of use in the agreement. In other
7 words, the FCC's local competition order has altered a number of matters that are part
8 of Sprint's state-approved tariffs. Just like the rates for mobile interconnection vary
9 from the state-approved tariffs and are included in the interconnection agreement, so
10 should the Reverse Option be included in the interconnection agreement. Contrary to
11 Sprint's suggestion, this does not make the state tariffs unlawful. It simply modifies
12 the relationship between Sprint and Wireless One from one based on tariff to one
13 based on contract.

14 Q. Sprint also argues in its Response that the scope of the FCC's rules are limited solely
15 to determining when local interconnection rates versus access charges apply, and that
16 any enlargement of that scope would infringe on the Commission's intrastate
17 regulatory jurisdiction. How do you respond?

18 A. Mr. Poag believes (direct testimony at 9) that the FCC's order replaces access charges
19 for intraMTA calls between cellular carriers and local exchange companies with
20 transport and termination charges. Mr. Poag believes that Sprint can continue to
21 charge its customers toll, even though originating and terminating access for the

1 traffic no longer applies. Wireless One has never charged Sprint access to terminate
2 traffic and Sprint has never paid Wireless One terminating access.

3 Sprint acknowledges that the FCC has preempted Sprint's ability to charge or
4 collect intrastate access for intraMTA intraLATA calls. By acknowledging the FCC's
5 preemption in this area, it is not clear why Sprint believes that the FCC could not also
6 affect the local calling area. If the FCC can preempt on the access relationship, why
7 can it not change the local calling area to be the entire MTA?

8 In any event, the Commission does not need to conclude that the state local
9 calling area has been changed to provide the relief that Wireless One is seeking in this
10 case. By including the Reverse Option as part of the interconnection agreement,
11 Sprint would be recovering its costs related to providing the traffic in the
12 interconnection relationship with Wireless One, as it always has done in the past. If it
13 were then to charge its customer as well, Sprint would be compensated twice for the
14 same traffic. While Sprint might like to be paid by two different parties for the same
15 traffic, that would be inappropriate.

16 Q. ~~What does Sprint charge its customers for intraLATA toll calls?~~

17 A. According to Mr. Poag's review of Sprint's tariff during his deposition (p. 56, l. 1-6),
18 the basic charge in the Ft. Myers LATA is \$0.24 for the first minute and \$0.21 for
19 subsequent minutes for the second and third rate bands.

20 Q. How was Sprint's Reverse Option rate developed?

1 A. ~~Mr. Poag testified in his deposition (p. 85, l. 23 — p. 86, l. 7) that the price of the~~
2 ~~Reverse Option was set equal to Sprint's originating access price, which at the time~~
3 ~~was \$0.0588. The price of Reverse Option has not changed since then.~~

4 Q. Has the price of Sprint's originating access changed since the Reverse Option rate
5 was set?

6 A. Yes, Mr. Poag testified in his deposition that Sprint had reduced some of the
7 components that make up originating access for an overall five percent reduction (p.
8 69, l. 4). A five percent reduction from the originating access price of \$0.0588 equals
9 \$0.00294, reducing originating access to \$0.05586.

10 Q. With this information on how the price of the Reverse Option was set, how do you
11 respond to Sprint's position on access being replaced by transport and termination?

12 A. If access has been replaced by transport and termination for intraMTA calls, that
13 would mean that the originating access price Sprint used in its computation would be
14 replaced by transport and termination pricing. Eliminating the current price of
15 originating access from the Reverse Option would reduce the Reverse Option price to
16 \$0.00294. Replacing access with transport and termination would mean that Sprint
17 would pay Wireless One the appropriate transport and termination pricing to
18 terminate the traffic. When access is removed, the remaining \$0.00294 is very similar
19 to the \$0.004 LATA-wide additive transport charge in the BellSouth/Vanguard
20 agreement.

21 Q. Is Wireless One willing to pay a Reverse Option rate on this basis?

1 A. Yes, we are willing to pay Sprint \$0.00294 per minute of use for any additional
2 transport cost it incurs for the Reverse Option intraMTA minutes that Sprint has to
3 back haul to its tandem. As I stated in my direct testimony, we also would be willing
4 to incorporate the identical charge in the BellSouth/Vanguard agreement subject to
5 true up as that agreement provides. Of course, the tariffed Reverse Option rate would
6 continue to apply to interMTA calls where appropriate.

7 Q. Does this conclude your rebuttal testimony?

8 A. Yes, it does.

9

10 114888.2

1 Q (By Mr. Adams) Mr. Heaton, can you please
2 provide the panel with a brief summary of your direct
3 and rebuttal testimony.

4 A My testimony addresses both issues in this
5 proceeding. I am Wireless One's only witness on the
6 primary economic issue of whether a repriced reverse
7 option charge for intramTA LEC-to-CMRS connections
8 must be included in our interconnection agreement.
9 And also on the issue of our right to truly
10 symmetrical reciprocal compensation, I extensively
11 describe our network supporting John Meyer's testimony
12 about the functional equivalency of our tandem
13 switching, transport and end offices, and describe the
14 relative economics of this issue.

15 On the repricing of a reverse option charge,
16 which is case Issue No. 2, I testify that Sprint has
17 refused to replace its interconnection and mobile
18 services tariff provision, G7, for land-to-mobile
19 connections, with FCC compliant pricing in our
20 interconnection agreement as it has agreed to do with
21 respect to its interconnection of mobile services
22 tariff provisions G4 and G5, which are the only other
23 usage-sensitive rates in our carrier-to-carrier
24 relationship.

25 My testimony shows the reverse option

1 charge, which represents the only compensation ever
2 paid to Sprint for land-to-mobile connections, has
3 always been an interconnection of mobile services
4 tariff, term and condition. And that Wireless One has
5 been, and remains, willing to compensate Sprint for
6 its necessary cost for this type of connection so that
7 Sprint customers and Wireless One customers can
8 continue to have the seven-digit LATA-wide toll-free
9 intercarrier calling that has always characterized our
10 provision of service to the public.

11 I have been extremely explicit in
12 documenting. There have never been usage charges paid
13 by Sprint's customers for intraLATA call completions
14 to Wireless One customers, and that Sprint customers
15 are unaware of the potential charges they would incur
16 were we no longer to pay Sprint appropriate
17 compensation for its land-to-mobile call completions.

18 Having firmly established that
19 land-to-mobile calling is historically a
20 carrier-to-carrier relationship, I testify that Sprint
21 can no longer include access fees in its intraMTA
22 network call completions. I testify that the
23 appropriate compensation to be paid to Sprint, if any,
24 has from -- has varied from a .004% per minute rate
25 found in the BellSouth-Vanguard cellular

1 interconnection agreement, which was filed with the
2 Florida PSC in Docket 970228 and approved June 11th,
3 1997, subject to trueup, to the 20.00294 per minute
4 rate Sprint Witness Poag identified as the current
5 residual if the most recent originating access charges
6 are removed from the currently tariff .0588 per minute
7 reverse option rate. And that we're willing to pay
8 any of these if the Commission finds it appropriate
9 for inclusion in resolution of our arbitration.

10 As to the second issue, case Issue No. 1,
11 it's Wireless One's position that its network is
12 functionally equivalent to Sprint's traditional
13 wireline tandem, transport, end office hierarchy, and
14 that it is entitled to be compensated at Sprint's
15 tandem, transport and end office rates for terminating
16 Sprint-originated calls at our wireless tandem office.

17 John Meyer is responsible for providing
18 testimony as to the technological and functional
19 performance of the network. My testimony provides an
20 overview of Wireless One's very sophisticated and
21 complex communications network, and establishes that
22 Wireless One has deployed a functionally equivalent
23 network to Sprint's traditional tandem end office
24 switching hierarchy through its own transmission
25 facilities, tandems and end office equivalent cell

1 sites.

2 To elaborate on that, I'd like to briefly
3 discuss some of the maps that I attach to my direct
4 testimony filed order October 7th, 1997.

5 Exhibit 1.2 labeled "Wireless One, Southwest
6 Florida, Proprietary Connection Diagram," shows our
7 microwave connected end offices and tandems throughout
8 our eight county service areas with Sprint's nine
9 county Fort Myers LATA, which can provide
10 mobile-to-mobile connectivity between our customers
11 and between AT&T Wireless' Tampa and Orlando regional
12 customers with absolutely zero reliance on Sprint for
13 connectivity.

14 Exhibit 1.3 adds our lease line tandem to
15 tandem connections between our tandems -- between our
16 tandems and interexchange carriers, between our South
17 Fort Myers tandem and AT&T Wireless Services
18 Tampa-Orlando regional tandem and its Fort Lauderdale
19 tandem, which in turn provides for two-way call
20 completion within its Miami and West Palm Beach
21 tandems, and between our tandems and Sprint's Fort
22 Myers LATA tandems, and GTE's Tampa LATA tandem.

23 And it shows our microwave network ring
24 connections and certain side paths off these ring
25 connections. The northern ring extends from our South

1 Fort Myers tandem in Lee County through Charlotte,
2 DeSoto, Hardy, Highlands, Glades and Hendry Counties
3 that's depicted in red on that exhibit.

4 A light purple ring connecting Lee County
5 end offices with the North Fort Myers tandem is also
6 shown, in a royal blue south ring connecting the South
7 Fort Myers and Collier and Hendry County cell sites is
8 shown.

9 Exhibit 1.4 adds to Exhibit 1.3, all our
10 lease line connected end offices, and our Monroe
11 repeater.

12 The lease line connected end offices
13 generally connect back into our microwave network and
14 not directly into our tandems, and many of these end
15 offices have multiple lease line connections to
16 different telephone company end offices to assure
17 reliability in the provision of service between their
18 customers and ours.

19 **MR. ADAMS:** Your Honor, I'd like to move the
20 admission of all the exhibits that are attached to
21 Mr. Heaton's direct and rebuttal testimony.

22 **CHAIRMAN JOHNSON:** They will be identified.

23 **MR. ADAMS:** They have been identified in the
24 attachments as exhibits FJH-1.1 through 1.9.

25 **CHAIRMAN JOHNSON:** FJH-1.1 through 1 FCC 9.

1 MR. ADAMS: Correct.

2 CHAIRMAN JOHNSON: We'll mark them as
3 Composite Exhibit 8 for this proceeding.

4 MR. REHWINKEL: Madam Chairman, that is
5 subject to your ruling earlier to strike? Is it 1.5?

6 MR. ADAMS: Which is?

7 MR. REHWINKEL: Mr. Poag's deposition.

8 CHAIRMAN JOHNSON: Oh.

9 MR. ADAMS: Mr. Poag's deposition has been
10 admitted now.

11 CHAIRMAN JOHNSON: The deposition has
12 already been admitted.

13 MR. ADAMS: Correct.

14 CHAIRMAN JOHNSON: We don't need to admit it
15 twice but it really doesn't matter. So let's strike
16 it from here because we already have it in the record.

17 MR. ADAMS: That is Exhibit No. 3 for
18 reference here.

19 CHAIRMAN JOHNSON: So we'll strike 1.5 from
20 this particular composite exhibit.

21 MR. ADAMS: I don't believe it is 1.5 and I
22 don't have any original testimony.

23 WITNESS HEATON: 1.9.

24 CHAIRMAN JOHNSON: Which number?

25 WITNESS HEATON: 1.9.

1 **MR. COX:** Chairman Johnson, Commissioner
2 Clark, Staff has those unredacted versions of the
3 testimony for you.

4 **CHAIRMAN JOHNSON:** Unredacted.

5 **COMMISSIONER CLARK:** I looked at it and
6 passed it on to Commissioner Johnson, so I no longer
7 need a copy -- well, I guess maybe it would be
8 appropriate to give it back to them and Staff can give
9 us the copy.

10 **MR. COX:** Give you a copy, yes.

11 **CHAIRMAN JOHNSON:** Why don't you give them
12 the new copies.

13 **MR. ADAMS:** It is 1.9 is the Poag
14 deposition.

15 **CHAIRMAN JOHNSON:** Okay.

16 **MR. ADAMS:** 1.9 not be part of the record.

17 **CHAIRMAN JOHNSON:** That's fine.

18 **MR. ADAMS:** That is because that is also
19 Exhibit No. 3.

20 **CHAIRMAN JOHNSON:** Is there any objection to
21 moving this at this time? We could wait until after
22 or we could move it now. There's no objection?

23 **MR. ADAMS:** And I would also note that with
24 respect to exhibits 1.2, 1.3, 1.4, those are claimed
25 to be proprietary as well as portions of both

1 Mr. Heaton's direct and rebuttal testimony.

2 **CHAIRMAN JOHNSON:** Okay. Is there any
3 objection to moving these exhibits -- the Composite
4 Exhibit 8 at this time?

5 **MR. REHWINKEL:** I don't have any objection
6 to doing it now rather than at the end.

7 **CHAIRMAN JOHNSON:** I'll go ahead and admit
8 those exhibits without objection.

9 (Exhibit 8 received in evidence.)

10 **MR. ADAMS:** Mr. Heaton is available for
11 cross examination. Thank you.

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13 (Transcript continues in sequence in
14 Volume 3.)

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