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EMBARQ

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June 3, 2008

VIA HAND DELIVERY

Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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COMMISSION
CLERK

RE: Docket No. 070699-TP
Embarq Florida Inc.'s Prehearing Statement

Dear Ms. Cole:

Enclosed for filing are the original and seven (7) copies of Embarq Florida Inc.'s Prehearing Statement in the above referenced docket matter.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Sincerely,

Susan S. Masterton

Enclosure

DOCUMENT NUMBER - DATE
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**CERTIFICATE OF SERVICE
DOCKET NO. 070699-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by regular U.S. Mail and electronic mail on this 3rd day of June, 2008 to the following:

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Intrado Communications Inc.

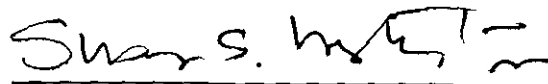
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Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	Docket No. 070699-TP Filed: June 3, 2008
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EMBARQ FLORIDA, INC.'S PREHEARING STATEMENT

Embarq Florida, Inc. ("Embarq"), in accordance with Order No. PSC-08-0172-PCO-TL, submits the following Prehearing Statement:

A. WITNESSES: Embarq has prefiled the testimony of the following witnesses:

James M. ("Mike") Maples (Direct and Rebuttal)	Issues 1, 2, 3, 4, 5, 6(b), 7, 11 and 13
Edward C. ("Ted") Hart (Direct and Rebuttal)	Issue 14

Embarq reserves the right to supplement and revise this list as appropriate.

B. EXHIBITS: Embarq has prefiled the following exhibits:

JMM-1	Maples Direct	Typical E9-1-1 Arrangement between a CLEC and Embarq
JMM-2	Maples Direct	Typical E9-1-1 Arrangement between a CMRS Provider and Embarq
JMM-3	Maples Direct	Typical E9-1-1 Arrangement between a VoIP Provider and Embarq
JMM-4	Maples Direct	Two Wireline E9-1-1 Providers
JMM-5	Maples Direct	E9-1-1 Arrangement between Embarq and Intrado
JMM-6	Maples Direct	E9-1-1 Arrangement between Embarq and Intrado
JMM-7	Maples Direct	E911 Service Agreement
JMM-8	Maples Direct	Jointly Provided E9-1-1 Network Services Commercial Agreement

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JMM-9	Maples Direct	Proposed Terms for Intrado and Embarq
JMM-10	Maples Direct	Terms and Conditions that Reference End Users
JMM-11	Maples Direct	NENA Website – Overall NG 9-1-1 Status
JMM-12 ¹	Maples Direct	Price List Provided to Intrado
Revised JMM-12	Maples Rebuttal	Corrected Price List Provided to Intrado
JMM-13	Maples Rebuttal	NENA Policy Statement
JMM-14	Maples Rebuttal	FCC Form 499-A

Embarq expressly reserves the right to use any exhibit introduced by any other party or Staff and the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. BASIC POSITION: The primary area of disagreement between Embarq and Intrado is whether and how §251(c) of the federal Telecommunications Act governs the terms and conditions for interconnection when Intrado is the 911 service provider to a Public Safety Answering Point (PSAP) and Embarq must interconnect with Intrado to terminate 911 calls originated by Embarq's end users. It is Embarq's position that §251(c) does not, and was never intended to, apply to these arrangements, but that these arrangements are governed by §251(a) of the Act and should be included in a separate commercial agreement negotiated by parties. Contrary to Intrado's assertions, Embarq does not oppose Intrado's entry into the 9-1-1 services market here in Florida or anywhere else. Embarq has offered to do business with Intrado just like it does with any other CLEC or 9-1-1 service provider. Unfortunately, Intrado is seeking preferential treatment rather than the parity it professes to seek.

¹ Embarq intends to withdraw this Exhibit and introduce Revised Exhibit JMM-12 in its place.

Embarq's positions on the issues are fair, reasonable and consistent with the Act and with Commission and FCC precedent. For those terms and conditions governed by §251(c) the Commission should approve Embarq's proposed language which reflects the standard terms and conditions for §251(c) interconnection included in the numerous interconnection agreements Embarq has entered into with competitive carriers in Florida. For those terms and conditions not governed by §251(c), the Commission should order the parties to negotiate those terms and conditions and include them in a separate commercial agreement.

D. ISSUES AND POSITIONS:

ISSUE 1:

(a) What service(s) does Intrado currently provide or intends to provide in Florida?

Embarq's Position: As listed on its Florida Price List on file with the Commission, Intrado offers: 9-1-1 Routing Service; ALI Management Services; 9-1-1 Exchange Access Trunks; ALI Data Access Connections; and Diverse Facility Routing. These products are sold to local government or other public safety organizations for the provision of Emergency Services to end users. Some of the products are also sold to Local Exchange Carriers, Commercial Mobile Radio Service providers and interconnected Voice over Internet Protocol companies for providing access the Wireline E911 Network.

(b) Of the services identified in (a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

Embarq's Position: Embarq is required to offer interconnection under §251(c) when Embarq is the 911 provider to a Public Safety Answering Point (PSAP) and Intrado seeks interconnection for the purposes of terminating end user 911 calls. Embarq's

interconnection with Intrado when Intrado is the 911 provider to a PSAP is governed by §251(a) and should be included in a commercial agreement, not a §251(c) interconnection agreement.

(c) Of the services identified in (a), for which, if any, should rates appear in the ICA?

Embarq's Position: Rates should appear in the interconnection agreement only for those services provided by Embarq in accordance with §251(c).

(d) For those services identified in 1(c), what are the appropriate rates?

Embarq's Position: The appropriate rates are the rates included on Revised Exhibit JMM-12.

ISSUE 2:

(a) What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?

(b) What trunking and traffic routing arrangements should be used for the exchange of traffic when Embarq is the designated 911/E911 Service Provider?

Embarq's Position: First, the terms and conditions governing the parties' trunking and traffic arrangements when Intrado is the designated 911/E911 Service Provider are not governed by §251(c) and should not be included in a §251(c) interconnection agreement. Rather, they should be included in a commercial agreement negotiated between the parties. Second, Embarq should be able to use its selective routers to determine where to direct 911 calls originated by Embarq's end users. The Commission should reject Intrado's unreasonable position that Embarq should be required to implement "class marking" and direct end office trunks to route its end user originated traffic to Intrado. This alternative is not justified either legally or practically and would be extremely

burdensome and expensive for Embarq to implement. Finally, the Commission should reject Intrado's proposal to require Embarq to pay for Intrado's handing off of calls to a secondary 911 provider.

ISSUE 3: What terms and conditions should govern points of interconnection (POIs) when:

(a) Intrado is the designated 911/E911 service provider?

Embarq's Position: Section 251(c) requires a competitive carrier to establish a POI on the incumbent carrier's network. Section 251(c) does not apply to the establishment of POIs on Intrado's network for termination of Embarq's end user 911 traffic when Intrado is the 911/E911 service provider to the PSAP.

(b) Embarq is the designated 911/E911 service provider?

Embarq's Position: When Embarq is the 911/E911 service provider, the POI should be established on Embarq's network at Embarq's selective router.

(c) Intrado requests the use of a mid-span meet point?

Embarq's Position: The parties have resolved this issue.

ISSUE 4: (a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?

Embarq's Position: Inter-selective routing is not governed by §251(c) and, therefore, should not be included as part of a §251(c) interconnection agreement. Instead, these terms should be included in a separately negotiated commercial agreement.

(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?

Embarq's Position: PSAP-to-PSAP call transfer is not governed by §251(c) and, therefore, should not be included as part of a §251(c) interconnection agreement. Instead, those terms should be included in a separately negotiated commercial agreement.

ISSUE 5: Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?

Embarq's Position: Section 251(c) does not govern the terms and conditions under which Embarq orders services from a competitive carrier (in this case Intrado). These terms and conditions should not be included in a §251(c) interconnection agreement but should be included in a separately negotiated commercial agreement.

Issue 6:

(a) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Embarq is the designated 911/E911 service provider?

Embarq's Position: The parties have resolved this issue.

(b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?

Embarq Position: Section 251(c) does not govern the terms and conditions for access to the 911/E911 database when Intrado is the designed 911/E911 service provider. These terms and conditions should not be included in a §251(c) interconnection agreement but should be included in a separately negotiated commercial agreement.

Issue 7: Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?

Embarq Position: No. Intrado does not provide local exchange service to end users and therefore no 9-1-1 calls will be originated from Intrado's network.

Issue 8: What are Embarq's obligations to build out transport facilities?

Embarq Position: The parties have resolved this issue.

Issue 9: Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado's network?

Embarq Position: The parties have resolved this issue.

Issue 10: What limitation of liability and/or indemnification language should be included in the ICA?

Embarq Position: The parties have resolved this issue.

Issue 11: How should the term "End User" be defined and where should it be used in the ICA?

Embarq Position: The term "end user" should be defined as "the individual that makes the 9-1-1 call or the PSAP receiving the call for the purpose of initiating the emergency or public safety response."

Issue 12: How should the term "Enhanced 911 Service" be defined in the ICA?

Embarq Position: The parties have resolved this issue.

Issue 13: Should the term "designated" or the term "primary" be used to indicate which Party is serving the 911 Authority?

Embarq Position: The term "primary" should be used to indicate the party serving the 911 Authority. The concept of primary and secondary providers is well established in the 9-1-1 industry. The primary provider is the company with the overall responsibility for providing 911/E911 Service to the 911 Authority.

Issue 14: What are the appropriate terms and conditions regarding audits?

Embarq Position: Embarq's language regarding the terms and conditions for audits should be approved by the Commission. Requiring all audits to be conducted by independent third-party auditors imposes unnecessary expense and the potential for

dissension and delay on the audit process.

E. **STIPULATIONS:** There are no pending stipulations that Embarq is aware of at this time.

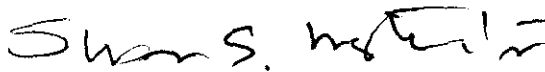
F. **PENDING MOTIONS:** There are no pending motions that Embarq is aware of at this time.

G. **PENDING CONFIDENTIALITY REQUESTS:** Embarq has no pending claims or requests for confidentiality.

H. **OBJECTIONS TO WITNESSES QUALIFICATIONS:** Embarq has no objections to the qualifications of Intrado's witnesses.

I. **COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** Embarq does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

Respectfully submitted this 3rd day of June 2008.



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