BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 041464-TP

In the Matter of:

PETITION FOR ARBITRATION OF CERTAIN UNRESOLVED ISSUES ASSOCIATED WITH NEGOTIATIONS FOR INTERCONNECTION, COLLOCATION, AND RESALE AGREEMENT WITH FLORIDA DIGITAL NETWORK, INC. D/B/A FDN COMMUNICATIONS, BY SPRINT-FLORIDA, INCORPORATED.
_____/

ELECTRONIC VERSIONS OF THIS TRANSCRIPT ARE
A CONVENIENCE COPY ONLY AND ARE NOT
THE OFFICIAL TRANSCRIPT OF THE HEARING,
THE .PDF VERSION INCLUDES PREFILED TESTIMONY.

PROCEEDINGS:	HEARING
BEFORE:	COMMISSIONER J. TERRY DEASON COMMISSIONER RUDOLPH "RUDY" BRADLEY COMMISSIONER LISA POLAK EDGAR
DATE:	Thursday, August 4, 2005
TIME:	Commenced at 9:30 a.m. Concluded at 10:08 a.m.
PLACE:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
REPORTED BY:	JANE FAUROT, RPR Official FPSC Hearings Reporter (850) 413-6734

DOCUMENT NUMBER-DATE
07704 AUG-9 05
FPSC-COMMISSION CLERK

PARTICIPATING:

MATTHEW FEIL, ESQUIRE, FDN Communications, 2301 Lucien Way, Suite 200, Maitland, Florida 32751-7025, appearing on behalf of FDN Communications.

SUSAN MASTERTON, ESQUIRE, Sprint-Florida, Incorporated, P.O. Box 2214, Tallahassee, Florida 32316-2214, appearing on behalf of Sprint-Florida, Incorporated.

KIRA SCOTT, ESQUIRE and JEREMY SUSAC, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Florida Public Service Commission Staff.

I N D E X

WITNESSES

NAME:	PAGE NO.
STEVEN D. GIVNER	
Prefiled Direct Testimony Inserted	17
JAMES M. MAPLES	
Prefiled Direct Testimony Inserted	23
Prefiled Rebuttal Testimony Inserted	57
JIMMY R. DAVIS	
Prefiled Direct Testimony Inserted	94
Prefiled Rebuttal Testimony Inserted	106
PETER SYWENKI	
Prefiled Direct Testimony Inserted	117
Prefiled Rebuttal Testimony Inserted	133
KEVIN P. SMITH	
Prefiled Direct Testimony Inserted	144
Prefiled Rebuttal Testimony Inserted	159
PANEL TESTIMONY OF DR. AUGUST H. ANKUM, WARREN R. FISCHER and SIDNEY L. MORRISON	
Prefiled Direct Testimony Inserted	181
DR. AUGUST H. ANKUM	
Prefiled Rebuttal Testimony Inserted	207
Opening Statement by Ms. Masterton	210
Opening Statement by Mr. Feil	213

EXHIBITS

NUMBER:		ID.	ADMTD.
1	Comprehensive Exhibit List	6	7
2-19	(Descriptions of exhibits contained in Comprehensive Exhibit List.)	7	
1-4			7
15			10
13			11
14			11
12			13
17			13
18			15
19			15
5-11			16

P R O C E E D I N G S

COMMISSIONER DEASON: Call the hearing to order. Could I have the notice read, please.

MS. SCOTT: Pursuant to notice issued June 29th, 2005, this time and place has been set for a hearing in Docket 041464-TP, petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc., doing business as FDN Communications, by Sprint-Florida, Incorporated.

COMMISSIONER DEASON: Thank you. Appearances.

MS. MASTERTON: Susan Masterton representing Sprint-Florida, Incorporated.

MR. FEIL: Matthew Feil for FDN Communications

MS. SCOTT: Kira Scott And Jeremy Susac on behalf of Commission Staff.

COMMISSIONER DEASON: Thank you.

Preliminary matters?

MS. SCOTT: Chairman, yes, there is something that staff would like to bring to the attention of the Commissioners.

FDN had filed a letter yesterday acknowledging that its earlier motion for requesting supplemental testimony be accepted. It has been rendered moot by the August 2nd agenda vote. I'm not sure if Mr. Feil would like to address it or

is -- that letter might be sufficient, though.

COMMISSIONER DEASON: Mr. Feil.

MR. FEIL: I think the letter speaks for itself, Commissioner.

COMMISSIONER DEASON: Very well. So then all we need to do is just acknowledge that the request for supplemental testimony is being withdrawn?

MR. FEIL: Well, it is not exactly withdrawn. It is deemed constructively denied, as far as I can see, since it's rendered moot, so --

COMMISSIONER DEASON: Very well. Further preliminary matters?

MS. SCOTT: Chairman, staff would like to -- well, the parties have been given the comprehensive exhibit list, and staff would like to have it marked for identification as Exhibit 1.

COMMISSIONER DEASON: Show it so identified.

(Exhibit 1 marked for identification.)

MS. SCOTT: And staff would also like to ask that the rest of the exhibits in that list be marked for identification as numbered in the list.

COMMISSIONER DEASON: Very well. That would constitute Exhibits 2 through 19, correct?

MS. SCOTT: Correct, Chairman.

COMMISSIONER DEASON: I take it the parties have this

exhibit list?

MS. MASTERTON: Yes, sir.

MR. FEIL: Yes.

COMMISSIONER DEASON: So that would be Exhibits 2 through 19 are also identified as contained in Exhibit 1.

(Exhibits 2 through 19 marked for identification.)

MS. SCOTT: Staff also, at this time, would like to move for admission into the record Exhibits 1 through 4.

COMMISSIONER DEASON: Without objection? Hearing no objection, show then that Exhibits 1 through 4 are admitted.

(Exhibits 1 though 4 admitted into the record.)

COMMISSIONER DEASON: Okay. Other preliminary matters?

MS. SCOTT: I do not believe that there are any other preliminary matters, Chairman.

COMMISSIONER DEASON: And it's my understanding that the parties have agreed to stipulate testimony into the record and the accompanying exhibits, as well as some additional exhibits, I think, that have been identified as Exhibits 5 through 12, is that correct?

MS. MASTERTON: That's correct.

MR. FEIL: Yes, sir.

COMMISSIONER DEASON: Okay. And the parties also intend to provide opening statements, correct?

MR. FEIL: Yes, sir.

MS. MASTERTON: That's correct.

COMMISSIONER DEASON: Do you wish to go ahead and get the testimony and exhibits in the record and then do opening statements, or vice versa?

MS. MASTERTON: I think from Sprint's perspective that would probably be the better way to do it, do everything into the record first, and then do the opening statements.

MR. FEIL: That's fine.

COMMISSIONER DEASON: Very well. Staff, let's work through getting all of the testimony and exhibits into the record, then.

MS. SCOTT: Okay, Chairman.

COMMISSIONER DEASON: All of the witnesses are contained in the prehearing order on Page 5, is that correct?

MS. SCOTT: Yes, that's correct.

MS. MASTERTON: Excuse me, could I have a question? Because some of the FDN panel testimony was stricken by that order, and I don't know if that just automatically applies, or if Mr. Feil needs to, you know, to say something in moving the testimony into the record to show that those pages are stricken.

MR. FEIL: For clarity, Commissioner, the order striking those pages speaks for itself. I haven't resubmitted testimony showing it stricken. But to the extent necessary, for preservation of the record for appellate purposes to

proffer the stricken testimony, I would do so now. But in terms of acknowledging that the Commission's order struck the testimony, I acknowledge that.

MS. MASTERTON: Could I just say -- I mean, the reason I asked is because we had some testimony from one of our witnesses that also needed to be stricken because it was rebuttal testimony to those stricken portions, and we have actually submitted an errata sheet to show those portions stricken. And I know typically the clerk will do that when they are compiling the transcript, they will strike the appropriate portions, and I'm just concerned that that occur as far as FDN's testimony, as well.

COMMISSIONER DEASON: Very well. Well, let's just take it witness by witness and work through it to make sure that the record is accurate as to what is in and what is not. And I understand, Mr. Feil, you are wanting to proffer the testimony, the stricken testimony, and that is fine, as well.

Staff, can we just work from the order of witnesses contained on Page 5 of the prehearing order, or is there a better avenue to take?

MS. SCOTT: I think we can work that way, Chairman, on Page 5.

COMMISSIONER DEASON: Very well. Then we will begin with Sprint Witness Givner, Direct Testimony. Is there any objection to that testimony being inserted into the record as

though read?

MR. FEIL: No, sir.

COMMISSIONER DEASON: Show then that testimony inserted into the record. And we will go ahead and address the exhibits for this witness. I believe that is -- is that Exhibit 15?

MS. MASTERTON: Actually I think all of -- yes, you're right, that is Exhibit 15. No.

MS. SCOTT: Yes, it is, Chairman.

MS. MASTERTON: Yes, it is. I'm sorry, I'm confused. Yes, it is, I'm sorry.

COMMISSIONER DEASON: All right. Then show that Exhibit 15 is admitted. Are there any other exhibits sponsored by Witness Givner?

(Exhibit 15 admitted into the record.)

MS. SCOTT: No, there is not, Chairman.

COMMISSIONER DEASON: Very good.

All right. The next witness is the prefiled direct and rebuttal testimony of Witness Maples on behalf of Sprint.

Any objection to this testimony?

MR. FEIL: None, sir.

COMMISSIONER DEASON: Hearing no objection, show then that the direct and rebuttal testimony of Witness Maples is inserted into the record as though read. And I believe the accompanying exhibit for Witness Maples is Exhibit 13. Without

objection, show that Exhibit 13 is admitted.

(Exhibit 13 admitted into the record.)

COMMISSIONER DEASON: The next testimony we have is direct and rebuttal testimony from Witness Davis on behalf of Sprint. Any objection to this testimony?

Hearing no objection, show then that the direct and rebuttal testimony of Witness Davis is inserted into the record as though read.

And I believe the accompanying exhibit is Exhibit 14. Any objection to Exhibit 14? Hearing none, show then that Exhibit 14 is admitted.

(Exhibit 14 admitted into the record.)

COMMISSIONER DEASON: And then someone help me with the pronunciation of the next witness.

MS. MASTERTON: Mr. Sywenki.

COMMISSIONER DEASON: Sywenki. Very well. We have the direct and rebuttal testimony of Witness Sywenki on behalf of Sprint. Any objection to this testimony? Hearing no objection, show then that the direct and rebuttal testimony of Witness Sywenki is inserted into the record as though read.

And the accompanying exhibit, I believe, is Exhibit 16.

MS. MASTERTON: No, he doesn't have any exhibits. I don't know why that is marked that way.

COMMISSIONER DEASON: I see, it says none. We have

an exhibit number that has been assigned to no exhibit, but that's fine. There is no admission of Exhibit 16 because it is not necessary.

MS. MASTERTON: Right.

Commissioner, I don't know if this is the appropriate time, but I did have the errata sheet that I previously mentioned which is noted on here as Exhibit 12 that has some corrections to Mr. Maples' and Mr. Sywenki's testimony.

COMMISSIONER DEASON: Commissioner.

COMMISSIONER BRADLEY: Yes. And I just want to make sure we haven't overlooked something, but under Mr. Smith, I show that he has Exhibit KPS-1, letter agreements.

COMMISSIONER DEASON: Okay. We are going to do Witness Smith next, I believe.

COMMISSIONER BRADLEY: Okay. Well, I'm out of order here then. I'm sorry.

COMMISSIONER DEASON: We have admitted 13, 14 and 15. And 16 is really not necessary to --

COMMISSIONER BRADLEY: Okay. I'm getting a little bit ahead.

COMMISSIONER DEASON: That's fine.

MS. MASTERTON: I was just trying to see if this is the appropriate time to also move Exhibit 12, which is the errata sheet for Mr. Maples' and Mr. Sywenki's testimony.

COMMISSIONER DEASON: We can do that. Without

objection? Hearing no objection, show that Exhibit 12 is admitted as well.

(Exhibit 12 admitted into the record.)

MR. FEIL: Commissioner, if I may make a suggestion. The errata sheet that Ms. Masterton passed out this morning might make a fine Exhibit Number 16, if you want to fill in that gap.

MS. MASTERTON: Well, it is already labeled as Exhibit 12.

MR. FEIL: Oh, I'm sorry. I thought the errata sheet you were referring to in 12 was the deposition errata sheet, but it's this errata. I understand. I'm sorry, my mistake.

COMMISSIONER DEASON: Okay. Then let's proceed then to the direct and rebuttal testimony of Witness Smith.

Mr. Feil, is there any changes to any of this testimony?

MR. FEIL: No, sir.

COMMISSIONER DEASON: Without objection, show then that the direct and rebuttal testimony of Witness Smith on behalf of FDN is inserted into the record as though read. And I believe the accompanying exhibit is Exhibit 17.

MR. FEIL: Yes, sir.

COMMISSIONER DEASON: Without objection? Hearing no objection, show then that Exhibit 17 is admitted.

(Exhibit 17 admitted into the record.)

COMMISSIONER DEASON: Now we have the panel testimony of FDN. Mr. Feil, can you help us out here?

MR. FEIL: The panel testimony consisted of a panel of Doctor Ankum, Mr. Fischer, and Mr. Morrison. They had attached their curriculum vitae as identified on Staff Exhibit Number 1, and which has been identified as Exhibit Number 18.

As Ms. Masterton alluded, portions of the direct panel testimony have been stricken. I acknowledge that. I assume that if the clerk deems it necessary, those will be hand-stricken from the testimony for purposes of the record, but I would proffer the stricken portions of the testimony to the extent necessary for appellate purposes.

COMMISSIONER DEASON: Very well. The order is specific as to the exact language or contents of the prefiled testimony to be stricken, and this states what it states, and I think there is no need to try to review that at this point. But that order exists, and for that purpose it is clear for record purposes what is included and what is excluded. Is that sufficient?

MS. MASTERTON: That is sufficient, Commissioner. Thank you.

COMMISSIONER DEASON: Very well. So with that understanding and that clarification, then, show that the remaining testimony of the panel of witnesses on behalf of FDN is inserted into the record as though read. And we need to

address Exhibit 18. Without objection, show that Exhibit 18 is admitted.

(Exhibit 18 admitted into the record.)

COMMISSIONER DEASON: And then we have Exhibit 19. What is the status of Exhibit 19?

MR. FEIL: None of the testimony of Doctor Ankum in rebuttal has been stricken or withdrawn. This was rebuttal filed at the time rebuttal was due under the prehearing order, order establishing procedure, and AHA-2 is simply the exhibit to that testimony.

COMMISSIONER DEASON: Very well. Without objection? Hearing none, show then that Exhibit 19 is admitted.

(Exhibit 19 admitted into the record.)

COMMISSIONER DEASON: That completes all of the testimony. I think there are still some exhibits we need to address. Staff, can we work through those at this point?

MS. SCOTT: Yes, we can, Chairman.

COMMISSIONER DEASON: It is Exhibits 5 through 11 as described within Exhibit 1, is that correct?

MS. SCOTT: Yes, that is correct.

COMMISSIONER DEASON: Any objection to Exhibits 5 through 11?

MS. MASTERTON: No objection.

COMMISSIONER DEASON: Hearing no objection, then show that Exhibits 5 through 11 are admitted.

(Exhibits 5 through 11 admitted into the record.)

COMMISSIONER DEASON: I believe that concludes all the testimony and exhibits, is that correct?

MS. SCOTT: That's correct, Chairman.

BEFORE THE PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

STEVEN D. GIVNER

Q. Please state your name, title and business address.

A. My name is Steven D. Givner. I am employed by Sprint as a Project Manager. My business address is 6450 Sprint Parkway, Overland Park, KS 66251.

Q. Please summarize your educational and professional background.

A. I received a Bachelor of Science degree in Journalism with a concentration in Business Communications from the University of Kansas in Lawrence, Kansas, in 1993. In 1996, I graduated from Drake University Law School in Des Moines, Iowa. I began working at Sprint in 1998 as a Contract Negotiator in Sprint's Supply Chain Management department, and I transferred to my current position in Carrier & Interconnection Management in November 2001. My current responsibilities include negotiation of interconnection agreements and related contracts with CLECs, ILECs and CMRS providers, dispute resolution, and general support in actions filed with regulatory bodies such as the Florida Public Service Commission. I have been FDN's primary contact during negotiation of the interconnection agreement at issue in the current proceeding.

Q. Have you testified before any regulatory commissions?

A. No.

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Sprint - Florida, Incorporated (hereafter referred to as "Sprint").

Q. What is the purpose of your Direct Testimony?

A. My Direct Testimony discusses Sprint's negotiation efforts prior to and after filing the Petition for Arbitration, Sprint's attempts to implement this Commission's January 8, 2003 Order approving Sprint's UNE rates, and the status of current negotiation issues.

Q. Please summarize your Direct Testimony.

A. The primary issue necessitating this arbitration proceeding is FDN's refusal to implement the Florida Commission's January 8, 2003 Order No. PSC-03-0058-FOF-TP that approved new rates for Sprint's unbundled network elements ("UNE Rate Order"). The UNE Rate Order specified that the new rates would be effective when adopted in amendments to existing agreements or in new agreements. Although FDN participated in the UNE cost proceeding that resulted in the UNE Rate Order, despite Sprint's efforts to implement the UNE Rate Order in the manner directed by the Commission, FDN has unreasonably refused to execute an interconnection agreement amendment to incorporate the new, approved rates. In addition, FDN has continued to delay negotiations on a new

agreement in order to avoid increased charges that it would incur under the new rates. These continued delays compelled Sprint to file this arbitration in an attempt to curtail the significant revenue losses caused by FDN's avoidance of the new rates. Because of the significant delay in implementing the new UNE rates caused by FDN's refusal to recognize the Commission's Order, Sprint is requesting that the Commission order that the rates be included in the arbitrated agreement with a retroactive effective date.

Q. What attempts did Sprint make to implement the UNE Rate Order?

A. On May 21, 2003, Sprint sent FDN a request to negotiate a rate amendment to our Interconnection Agreement, along with a proposed amendment. On June 20, FDN replied that it "disputes the legality" of the new rates and FDN refused to negotiate and reach agreement on an amendment reflecting the new rates. Sprint sent a second request to amend on July 3, and on July 22, FDN reiterated that it disputed the legality of the rates. Sprint made a third request on July 29 and requested to invoke the Dispute Resolution provisions of our Interconnection Agreement. FDN did not respond directly to the third request.

Q. Were there other attempts to implement the UNE Rate Order terms?

A. Yes. On July 25, 2003, FDN requested to begin negotiations on a new interconnection agreement to replace the then-current agreement which was set to expire December 27, 2003. In response, Sprint sent a proposed draft agreement, including the Commission-approved UNE rates. Over the next several months,

there was little progress in negotiations. On November 20, 2003, FDN provided redlines to only a portion of the proposed agreement, and it refused to consider accepting the Commission-ordered UNE rates as part of the new agreement. Sprint agreed to several extensions of the negotiation window in an effort to avoid arbitration, but discussions essentially ceased in approximately March 2004. In September 2004, I assumed the role of the Sprint's primary negotiation contact with FDN. Due to the age of the prior draft and several changes in relevant law, on October 7, 2004, I proposed a new draft from which to resume negotiations. FDN did not directly respond to the proposal, but sent a response stating that it expected Sprint to continue providing service to FDN under the terms and rates of the expired agreement as long as negotiations for a new agreement remained open. On December 1, I re-sent the proposed draft, and was informed that my contact, Scott Kassman, was leaving FDN and would be replaced by Matt Feil. I sent the draft again on December 15, and notified Mr. Feil that primarily due to FDN's continued refusal to accept the Commission-ordered UNE rates, Sprint intended to file for arbitration by the close of the negotiation window on Jan 1. Mr. Feil reiterated FDN's opposition to the new rates but agreed that negotiations should resume from the new draft rather than the initial draft sent back in 2004. FDN finally returned a redlined agreement on December 22, again rejecting the Commission-approved UNE rates. Sprint filed its Petition for Arbitration on December 30, 2004.

Q. Has there been progress in negotiations since the arbitration filing?

A. Negotiations did not resume until February 17, 2005. Telephone negotiation sessions have been intermittent (FDN has cancelled scheduled negotiations on at least couple of occasions). FDN did not return a fully redlined agreement until April 26, 2005, and e-mail correspondence from FDN proposing language for negotiations has been infrequent until the last few weeks. FDN has continued to refuse consideration of the Commission-ordered UNE rates.

Q. Have any issues been closed as a result of the ongoing negotiations between the parties?

A. An April 6 issue identification meeting with Commission Staff resulted in a list of 61 open issues. It is Sprint's understanding that 48 of the 61 issues are now closed. The closed issues are: 1-4, 6-20, 26, 28, 30-33, 35, 40-59, and 60-61. To the extent that Sprint's understanding is incorrect, Sprint reserves the right to file testimony on these issues. Issues 5, 21-25, 27, 29, 34, and 36-39 remain open. Exhibit SDG-1 is a current version of the agreement that shows the language still in dispute between the parties.

Q. Are the parties continuing to negotiate the remaining open issues?

A. Yes, negotiations between the parties continue, particularly on the TRRO related issues. The TRRO was not issued until February 4, 2005, so that the parties' language on these issues and support for these positions were only recently developed.

Q. Does this conclude your testimony?

A. Yes.

BEFORE THE PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

JAMES M. MAPLES

Q. Please state your name, title and business address.

A. My name is James M. Maples. I am employed as Regulatory Affairs Manager, for Sprint/United Management Company. My business address is 6450 Sprint Parkway, Overland Park, KS 66251.

Q. Please summarize your educational and professional background.

A. I received a Bachelor of Science degree from East Texas State University, Commerce, Texas, in December 1973 with majors in mathematics and industrial technology. During that period, beginning in 1968, I was also employed by Sprint/United Telephone Texas as an installer/repairman of residential, simple and complex business systems and as a central office switchman. I completed the company's Management Training program in 1974 and was promoted to the position of Revenue Requirement Analyst later that same year.

For the next seventeen (17) years I held positions of increasing responsibilities in state, regional and corporate Sprint organizations. During that period, I prepared or was responsible for jurisdictional separation studies, revenue budgets, demand

forecasts, access charge rates, and financial reporting to various regulatory agencies.

From 1991 through 1995, as Manager Cost Allocations for Sprint/United Management Company, I developed financial models for alternative regulation, participated in a two year project to develop a system-wide product costing model, developed and trained personnel on revenue budget models, and standardized systems for separations costing through system design, development, testing and implementation.

In 1995 I accepted the position of Manager-Pricing/Costing Strategy and for 17 months coordinated several system-wide teams that were charged with the identification and development of methods, procedures, and system changes required to implement local competitive services. During that period, I coordinated the technical support needed to establish and maintain relationships with Competitive Local Exchange Carriers (CLECs).

From September 1996 through July 1999 I held the position of manager of Competitive Markets – Local Access with the responsibility for pricing unbundled network elements, supporting negotiations with new competitive carriers, and assisting in implementation issues.

I began my current position in August 1999. My responsibilities include the

review of legislation, court rulings, state commission and FCC orders affecting telecommunications policy, interpreting the impact to the corporation, developing positions, communicating them throughout the organization, and representing them before regulatory bodies such as the Florida Public Service Commission (FPSC).

Q. Have you testified before any regulatory commissions?

A. Yes. I have testified before the Missouri, Florida, Nevada, and California regulatory commissions regarding interconnection and network unbundling issues.

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Sprint - Florida, Incorporated (hereafter referred to as "Sprint").

Q. What is the purpose of your Direct Testimony?

A. The purpose of my Direct Testimony is to provide Sprint's positions regarding the following outstanding issues:

ISSUE 21 What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

ISSUE 22 What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?

ISSUE 24	May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"
ISSUE 25	When and how should Sprint make sub-loop access available to FDN?
ISSUE 27	Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?
ISSUE 29	What rates, terms and conditions should apply to routine network modifications on UNEs available under the Agreement?
ISSUE 30	On what rates, terms and conditions should Sprint offer loop conditioning?
ISSUE 34	What are the appropriate rates for UNEs and related services provided under the Agreement?

Q. Please summarize your Direct Testimony?

A. Sprint operates as both a CLEC and ILEC in the state of Florida. It is therefore both providing and receiving access to unbundled network elements (UNEs). Sprint's positions on these issues are balanced, based on reasonable interpretations of FCC rules and orders. There is no longer any need for "fresh look" periods in which end users avoid agreed to termination liabilities in contract service arrangements when they switch service providers. Furthermore, such periods discriminate against ILECs and produce less competition. Sprint's

proposed terms for managing the loss of UNE access due to the changing status of its wire centers are reasonable and should be adopted. The limit on the number of DS1 Dedicated Transport circuits on any given route is appropriate and consistent with the FCC's rules. Unbundled network elements cannot be used to provide services in competitive markets or for information services unless they are also being used to provide local exchange service. Sprint's proposal for the pricing of sub-loops and access to sub-loops is consistent with prior findings of the FPSC and the FCC's rules. Sprint's rates and terms for combining unbundled network elements and commingling unbundled network elements with wholesale services are supported by FCC rules and decisions made by the FPSC when investigating Sprint's UNE rates. The rates and terms that Sprint offers for routine network modifications, loop conditioning, and other unbundled network elements are consistent with the FPSC's prior findings as well as the FCC rules and should be adopted.

ISSUE 21 What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

Q. What is the dispute between FDN and Sprint?

A. Sprint often provides telecommunications services to end users via contract service arrangements (CSA), Special arrangements, or Individual Case Basis arrangements that include components that are unique to the specific

circumstances of the service offerings. The arrangement can include a termination liability that obligates the end user to pay Sprint a fee if they decide to terminate the contract before the termination date. These fees ensure Sprint's ability to recover costs that it may have deferred over the life of the agreement rather than recover them in an initial payment, to the benefit of the end user. Sprint has proposed terms that exercise this termination liability should the end user choose to transfer service to a CLEC reseller before the CSA termination date. FDN opposes these terms, seeking an indefinite "fresh look" period, allowing the end user to avoid these contractual obligations. The terms proposed by Sprint are as follows. The terms being disputed are emboldened.

38.1.3 Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. **For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Sprint will terminate and any applicable termination liabilities will be charged to the end-user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end-user customer and ending on the end date of the**

Contract Service Arrangement, Special Arrangement or ICB. Sprint will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with section 38.1.

Q. How should the Commission resolve on this issue?

A. The terms proposed by Sprint should be adopted.

Q. What is a "fresh look" period?

A. A fresh look period is a time of limited duration in which end users are allowed to opt out of a CSA or similar arrangement with an Incumbent Local Exchange Carrier (ILEC), choosing service from a competing provider, without incurring the cost of termination liabilities.

Q. What was the purpose of this period?

A. The intent was to jump start competition in the period immediately following passage of the Telecommunications Act of 1996 (Act). Given the fact that this was almost a decade ago, and that competition for business customers, which are the primary users of such arrangements, is apparent, Sprint does not believe that it is necessary.

Q. Has the FPSC addressed fresh look periods in other proceedings?

A. The FPSC approved a fresh look rule applying to all contracts executed prior to June 30, 1999 that remain in effect 1 year after the effective date of the rule; however, the rules were never formally adopted. (See Docket No. 980253-TX)

Several ILECs opposed the rules to the Department of Administrative Hearings (DOAH), which found in favor of the ILECs, and the FPSC withdrew the rules. (See, GTE FLORIDA, INC., Petitioner, vs. FLORIDA PUBLIC SERVICE COMMISSION, Respondent.; BELLSOUTH TELECOMMUNICATIONS, INC., Petitioner, vs. FLORIDA PUBLIC SERVICE COMMISSION, Respondent; Case No. 99-5368RP; Case No. 99-5369RP; July 13, 2000, Agency Final Order (DOAH Order))

Q. Why did the DOAH rule in favor of the ILECs?

A. The DOAH determined that the establishment of the rules was an invalid exercise of delegated legislative authority. They based this on a variety of findings including a determination that the rules discriminated against ILECs and would actually produce less rather than more competition. (DOAH Order at 114, 115, and 117.)

Q. What bearing do these proceedings have on FDN's objection to Sprint's proposed terms?

A. The FPSC recognized that there should be a limit to a fresh look period and proposed rules that would have essentially ended it after 2004. It is now 2005, almost a decade after the passage of the Act, and a fresh look period is no longer necessary or appropriate. The DOAH findings clearly support the position that a fresh look period is not necessary to promote competition nor does it discriminate against CLECs.

Q. Has the FCC addressed termination liabilities?

A. The FCC considered termination liabilities in the Triennial Review Order (TRO) with respect to CLECs converting special access services to unbundled network elements (UNEs). (See, FCC 03-36, *Review of the Section 251 Un bundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Dockets 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, Released August 21, 2003.) The FCC declined "to require incumbent LECs provide requesting carriers an opportunity to supersede or dissolve existing contractual arrangements through a conversion request" in paragraph 584 of the TRO. Sprint's proposed terms, while applicable to resale, are consistent with this position.

Q. Is Sprint refusing to resell CSAs?

A. No. Sprint's proposed language makes it clear that they are available for resale.

ISSUE 22 What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?

Q. Please describe the dispute between the parties.

A. There are two specific issues being disputed. The first issue has to do with the process that the parties will follow when Sprint wire centers meet the thresholds defined by the FCC in the Triennial Review Remand Order (TRRO) and its

obligation to unbundle certain UNEs is eliminated. (See, FCC 04-290, *Unbundled Access to Network Elements, Review of the Section 251 Obligations of Incumbent Local Exchange Carriers*, WC Docket 04-313 and CC Docket 01-338, Order on Remand, Released February 4, 2005.) The terms proposed by Sprint are consistent with the TRRO, providing FDN (as well as all affected CLECs) with adequate notice and giving FDN the opportunity to challenge Sprint's claim under the dispute resolution process defined in the interconnection agreement. FDN has asked Sprint to inform it if another CLEC files with the FPSC for resolution of a dispute regarding the status of a wire center. Such disputes filed with the FPSC are public record and readily available to FDN on the Commission's web site. The second disputed matter is over the DS1 Dedicated Transport cap included in the FCC's rules. FDN claims that the cap is only applicable on routes where DS3 Dedicated Transport is no longer available. Sprint disagrees.

The terms affected by the first issue are included in 44.6.5 (DS1 Loop), 44.7.5 (DS3 Loop), 49.2.4 (DS1 Dedicated Transport), 49.3.4 (DS3 Dedicated Transport) and 49.5.3 (Dark Fiber Dedicated Transport). For the sake of efficiency, only the DS1 Loop terms are show below since the disputed language is the same in all cases. It is displayed as underlined text.

44.6.5 If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 loops for the identified wire centers 30

days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the Parties will abide the Commission's decision in that dispute provided CLEC is given notice pursuant to section 20 of this Agreement within ten days of such proceeding being filed with the Commission and CLEC may participate in such proceeding as a party. Any DS1 loops from the wire centers identified in the notice which are leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate that is equal to 115% of the rate CLEC paid on the date of the notice.

The terms proposed by Sprint for the second issue that FDN disputes are as follows:

49.2.2 CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

Q. How should the Commission resolve this issue?

A. The additional terms proposed by FDN at 44.6.5, 44.7.5, 49.2.4, 49.3.4, and 49.5.3 should be rejected. Sprint's proposed terms at 49.2.2 should be accepted.

Q. What are the wire center thresholds you referred to above?

A. In the TRRO the FCC eliminated ILEC unbundling obligations for certain UNEs in wire centers and routes between wire centers if the wire centers met specific thresholds. These thresholds are based on the number of business lines and/or fiber based collocators present in each wire center. (See, 47 C.F.R. §51.319(a)(4); §51.319(a)(5); §51.319(e)(2)(ii)(A); §51.319(e)(2)(iii)(A); §51.319(e)(2)(iv)(A).) Sprint and FDN disagree over the process that the parties will follow in eliminating the impacted UNEs when Sprint claims that one of its wire centers meets a threshold.

Q. Did the FCC establish a procedure in the TRRO?

A. The FCC established a detailed transition plan for affected UNEs that were in service prior to the order's effective date, March 11, 2005. The transition plan provides for a 12 month transition for DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport. The plan provides 18 months for Dark Fiber Loop and Dark Fiber Transport. The terms proposed by Sprint incorporate the FCC's transition plan and expands it to apply to UNEs that are affected after March 11, 2005. The FCC also provided a default process that gave CLECs the right to dispute an ILECs claim regarding the status of a wire center. Paragraph 234 of the TRRO provides that if, after conducting an investigation, a CLEC believes that the ILEC's claim is in error it can challenge the ILECs claim ultimately forcing the issue to the state commission for resolution. Sprint believes that once the status of a wire center has been resolved before a state commission it should no longer be subject to challenge.

Q. What is the basis of Sprint's belief?

A. The FCC clearly stated that once the status of an ILEC wire center exceeded the established thresholds no further unbundling could be required for the impacted UNE. (See, 47 C.F.R. §51.319(a)(4); §51.319(a)(5); §51.319(e)(3)(i); §51.319(e)(3)(ii).) Allowing multiple CLECs to continually and repeatedly challenge the status of a wire center in various proceedings would effectively nullify these rules. In addition, the determination is based on assessment of the same set of facts that should easily be established. FDN believes that if it doesn't challenge the status of a wire center or is not notified regarding a dispute proceeding to that effect, it should be able to challenge a wire center's status even though the FPSC has made a concrete finding in a public proceeding.

Q. Why shouldn't Sprint be required to notify FDN regarding a dispute?

A. First, Sprint does not anticipate significant activity in this regard and will probably review wire center status on a semi-annual basis. Second, FDN will receive a notice from Sprint regarding the status of a wire center, along with all other CLECs in Florida, at the same time. Third, there is a 30 day period in which CLECs can review the claim, conduct inquiries, and determine if they are going to dispute Sprint's claim. Disputes that are filed with the FPSC are public record and posted on the FPSC web site that is accessible by all CLECs, including FDN. It is a simple matter for them to log into the FPSC web site on a regular basis for a short period of time, much simpler than having Sprint send out additional notifications to all CLECs.

Q. Why did Sprint propose the cap on the number of DS1 Dedicated Transport circuits that a CLEC can lease on any given route?

A. The terms proposed by Sprint are fully supported by rule adopted by the FCC in the TRRO. 47 C.F.R. 51.319(e)(1)(2)(B) states as follows:

> Cap on unbundled DS1 transport circuits. A requesting telecommunications carrier may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

Q. Why does FDN oppose these terms?

A. FDN believes that the cap should only apply over those routes where ILECs are not obligated to unbundled DS3 Dedicated Transport. FDN is obviously seeking to further limit the FCC's clear restriction.

Q. What is the basis for FDN's claim?

A. It is Sprint's understanding that the primary basis is the FCC's discussion of this cap contained in paragraph 128 of the TRRO. It is as follows:

> *Limitation on DS1 Transport.* On routes for which we determine that there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport, we limit the number of DS1 transport circuits that each carrier may obtain on that route to 10 circuits. This is consistent with the pricing efficiencies of

aggregating traffic. While a DS3 circuit is capable of carrying 28 uncompressed DS1 channels, the record reveals that it is efficient for a carrier to aggregate traffic at approximately 10 DS1s. When a carrier aggregates sufficient traffic on DS1 facilities such that it effectively could use a DS3 facility, we find that our DS3 impairment conclusions should apply. (Footnotes omitted.)

A careful reading will show that it does not support FDN's claim and that the FCC rule is clearly consistent with text in the order.

Q. What is the proper interpretation?

A. The FCC makes two determinations or findings in its comments. In the first sentence it determines that the cap applies on routes where there is no unbundling obligation for DS3 transport. In the last sentence it makes a finding that, when a carrier aggregates enough traffic on DS1 facilities such that it can justify buying a DS3 facility the same cap should apply. It also makes a clear statement that the number of DS1 circuits justifying purchasing a DS3 is 10 DS1s.

Q. Is there any other support for Sprint's position?

A. Yes. The FCC established the same cap on DS1 loops contained in 47 C.F.R. § 51.319(a)(4)(ii) and in doing so stated in footnote 489 of the TRRO, "We impose a similar cap on the number of DS1 transport circuits that can be purchased by a

given competitive LEC on a single route. *See supra* para. 128." The FCC's rules between DS1 loops and DS1 dedicated transport are entirely consistent.

ISSUE 24 May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"

Q. Please describe the issue.

A. The parties are disputing the terms included in section 40.4 that define how UNEs can be used. Sprint has modified the terms that were being disputed when the issue statement was crafted. Sprint initially included use restrictions for UNEs based on the amount of local traffic that they were used for. There are two basic disputes. First, Sprint's position is that any Sprint facilities between it and Interexchange or CMRS carriers' facilities are not available as UNEs. FDN disagrees (40.4.2 and 40.4.4). Second, Sprint believes that UNEs can only be used for Interexchange, CMRS, or information services if they are also being used for local exchange services. Again, FDN disagrees (40.4.3). The disputed terms are shown below. Terms proposed by FDN disputed by Sprint are underlined and terms proposed by Sprint and disputed by FDN are emboldened.

40.4.2 CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities whose sole purpose is connecting Sprint's

network and a CMRS carrier's network do not qualify as UNEs and will not be available to CLEC as UNEs.

40.4.3 CLEC must use any UNE purchased from Sprint for the purpose of providing local exchange services. CLEC may use a UNE for the provision of interexchange or information services if CLEC is also providing local exchange services over the same UNE.

40.4.4 CLEC may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocator to provide retail interexchange services exclusively. Facilities whose sole purpose is connecting Sprint's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs.

Q. How should the Commission resolve this issue?

A. Sprint's proposed terms should be accepted with one addition to Sprint's last proposal, italicized below. The modifications proposed by FDN should be rejected.

40.4.3 CLEC must use any UNE purchased from Sprint for the purpose of providing local exchange services. CLEC may use a UNE for the provision of interexchange, *Mobile Wireless* or information

services if CLEC is also providing local exchange services over the same UNE.

Q. What is the basis for Sprint's claims with respect to the terms proposed in 40.4.3?

A. Sprint's claims are based on the FCC's findings in the TRRO. First, it is clear from the Act that UNEs are provided for telecommunications services. As set forth in 47 U.S.C. §251(c)(3), ILECs have "[t]he duty to provide [UNEs] to any requesting carrier for the provision of a telecommunications service." Second, in the TRRO the FCC considered the telecommunications market and divided it into three distinct markets: commercial mobile wireless, long distance, and local exchange. The FCC defined mobile wireless as "to refer to all mobile wireless telecommunications services, including commercial mobile radio service (CMRS)." (See Fn 97, TRRO) It defined long distance or interexchange "to mean telecommunications service between stations in different exchange areas." (See Fn 98, TRRO) It defined local exchange as "markets for the services provided by local exchange carriers, which include telephone exchange service and exchange access. 47 U.S.C. § 153(26)". (See Fn 63, TRRO) Further, it determined that the commercial mobile wireless service market and long distance services markets were competitive and that UNEs could not be used exclusively to provision those services. (See, ¶15, ¶34-¶36 of the TRRO and 47 C.F.R. §51.309(b).) Third, the FCC based its impairment findings on the impact to the local exchange markets in hopes that it would promote "the same robust competition that characterizes the

long distance and wireless markets." (¶ 3, TRRO.) Sprint therefore believes that it is consistent with the TRRO and entirely appropriate to require CLECs to initially seek access to UNEs on the basis of providing local exchange service prior to using it for other services. FDN is seeking to circumvent the clear intent of the FCC in the TRRO.

Q. Please explain.

A. As Sprint understands the issue, FDN believes that it can provide an information service on a UNE as long as it is providing any telecommunications service on the UNE, even if it is solely providing interexchange services on that UNE. The basis for that is 47 C.F.R. § 51.100(2)(b) which is as follows:

> A telecommunication carrier that has interconnected or gained access under sections 251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may offer information services through the same arrangement, so long as it is offering telecommunications services through the same arrangement as well.

Sprint does not agree with this interpretation.

Q. What is the basis of Sprint's disagreement?

A. The market restriction on telecommunications services imposed by the FCC in the TRRO impacts and modifies the telecommunications services referenced in the above rule. The FCC was concerned with gaming by CLECs and attempts to

convert the existing access services to UNEs when it had found that the interexchange and mobile wireless markets are competitive. FDN is seeking to employ a form of gaming by only providing interexchange telecommunications services over UNEs and not providing any competition for the local exchange market, contrary to the clear intent of the FCC.

Q. Why does Sprint disagree with the language added by FDN in 40.4.2 and 40.4.4?

A. There are two basic reasons. First, as I've shown above in the TRRO the FCC found that the interexchange and mobile wireless (including CMRS) markets are fully competitive and that UNEs should not be used for the exclusive provision of those services. It seemed logical to Sprint that any facilities between it and an interexchange carrier's facilities, or those of a CMRS carrier, would be exclusively used for the provision of those services. The terms proposed by FDN are an attempt to argue the same point for 40.4.3 that it can provide interexchange or mobile wireless telecommunications service on a UNE if it is also providing an information service. Sprint strenuously disagrees. Second, in the TRRO the FCC found that ILECs do not have to provide entrance facilities as UNEs. (See, 47 C.F.R. §51.319(e)(2)(i).) Entrance facilities are those facilities between the ILEC and another carrier, which is exactly what Sprint's terms depict.

ISSUE 25 When and how should Sprint make sub-loop access available to FDN?

Q. What is the dispute between FDN and Sprint?

A. Sprint has proposed terms and conditions wholly consistent with the FPSC's finding in Docket No. 990649B-TP, *Investigation into pricing of unbundled network elements (Sprint/Verizon track)*, ORDER NO. PSC-03-0058-FOF-TP ISSUED: January 8, 2003 (Sprint UNE Cost Docket). The circumstances regarding Sprint's unbundling obligations have not changed, yet FDN opposes Sprint's terms. Sprints proposed language is as follows (disputed terms are emboldened):

45.1 Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. **Sprint will consider all requests for access to subloops that have been ordered from Sprint by any CLEC through the ICB process due to the wide variety of interconnections available and the lack of standards.** A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. Once a type of subloop has been provisioned to any CLEC in the state of this Agreement, Sprint shall make available such subloop under the same or more favorable terms, conditions and charges to other requesting CLECs, upon execution of an amendment or other acceptance of pricing by CLEC.

Q. How should the Commission resolve this issue?

A. Sprint's proposed terms should be accepted.

Q. What did the FPSC recommend in the Sprint UNE Cost Docket?

A. The FPSC agreed with Sprint's recommendation that it provide prices for sub-loop components such as distribution facilities but that requests for unusual sub-loops or access to sub-loops would be handled on an individual case basis (ICB). The Commission based its decision on the fact that no CLECs in Florida had requested any sub-loops and that Sprint had no experience in doing so, which would be the basis for developing rates. (See Sprint UNE Cost Docket, pages 34 and 38.)

Q. Have the circumstances changed?

A. Not with respect to Sprint's experience. Sprint has not received any requests from CLECs in Florida for sub-loops, not even FDN.

Q. You stated that circumstances have not changed with respect to Sprint's experience. Have there been any changes that impact Sprint's obligation to provide sub-loops?

A. The FCC eliminated feeder loop facilities from the category of sub-loops and Sprint therefore removed those prices from the UNE price list.

> Unlike our previous subloop unbundling rules, however, the rules we adopt herein do not require incumbent LECs to provide unbundled access to their feeder loop plant as stand-alone UNEs, thereby limiting incumbent LEC

subloop unbundling obligations to their distribution loop plant. (See ¶254, TRO.)

ISSUE 27 Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

Q. What is the disagreement between FDN and Sprint?

A. The parties disagree over terms defining the pricing of UNE combinations and commingled arrangements. Following are the terms proposed by Sprint with the disputed language emboldened.

50.2.2 CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. **CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services.** Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component.

Wholesale service rates will be per the appropriate tariff or agreement, or at an applicable resale discounts pursuant to this Agreement. Sprint will provide CLEC access to EEL as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use EEL to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 41 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

Q. How should the Commission resolve this issue?

A. The terms proposed by Sprint should be accepted.

Q. What is a combination?

A. A combination is the connecting of two or more UNEs. The combination can be made by Sprint or FDN.

Q. How does Sprint propose to price for combinations?

A. The charges for each individual UNE will apply. This is consistent with the FPSC's determination in Sprint's UNE Cost Docket. (See Sprint UNE Cost Docket, pages 188-189.) Any facilities required to connect the two UNEs, such

as cross connects, would be charged at Total Element Long Run Incremental (TELRIC) rates.

Q. What is a commingled arrangement?

A. A commingled arrangement is a UNE or combination of UNEs connected or attached to a Sprint wholesale service.

Q. What is Sprint's proposal for pricing commingled arrangements?

A. If the arrangement includes more than one UNE the UNE combination would be priced as stated immediately above. Consistent with the FCC's determination in the TRO the wholesale service would be priced in accordance with the terms and conditions under which it was offered. The facility connecting the UNE or UNE combination and wholesale service would be priced in accordance with the wholesale service.

Q. You mentioned that pricing the wholesale service in accordance with the terms under which it is offered is consistent with the TRO. Please explain.

A. When the FCC ordered commingling in the TRO it determined that ILECs do not have to ratchet price.

> 580. As explained below, however, we do not require incumbent LECs to "ratchet"[1785] individual facilities. Thus, we do not require incumbent LECs to implement any changes to their billing or other systems necessary to bill

a single circuit at multiple rates (*e.g.*, a DS3 circuit at rates based on special access services and UNEs) in order to charge competitive LECs a single, blended rate.

[1785] Ratcheting is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

Q. What combinations or commingled arrangements are CLECs interested in?

A. The predominate focus is on Enhanced Extended Loops (EELs) which are a combination of DS1/DS3 UNE Loops with DS1/DS3 UNE Dedicated Transport or DS1/DS3 UNE Loops or Dedicated Transport commingled with Special Access DS1/DS3 transport or channel terminations.

Q. Has Sprint priced these arrangements?

A. Yes. The individual UNE components have been priced and the prices for the wholesale services are included in the appropriate tariff.

Q. Has Sprint priced any other combinations or commingled arrangements?

A. EELs are the primary combinations or commingled arrangements that CLECs have shown any interest in to date that Sprint is obligated to provide for new services. Sprint continues to provide the embedded based of UNE-P (Unbundled Network Element-Platform) and Line Sharing per the FCC rules. Sprint also provides NIDs combined with Loops when Loops are ordered. This is not

generally viewed as a combination. Sprint will consider requests for new combinations or commingled arrangements through the Bona Fide Request (BFR) process.

ISSUE 29 What rates, terms and conditions should apply to routine network modifications on UNEs available under the Agreement?

Q. What is the dispute contained in Issue 29?

A. The dispute is centered on Sprint's proposal for pricing routine network modifications. Sprint has researched the most common modifications and proposed the appropriate pricing in the pricing appendix. Any modification not listed would be treated on an individual case basis. FDN disagrees. In addition FDN has inserted language which would imply that rates other than UNE rates should be considered when developing prices for routine network modifications. Sprint disagrees. Following are the terms proposed by Sprint and FDN's inserted language. Sprint's terms are emboldened and FDN's proposed language is underlined.

53.1.1 **Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed**

was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates or other rates, in accordance with Table One, or Sprint will provide a price quote via the ICB process.

53.1.2 Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Sprint will provide routine network modifications at the rates on Table One, or Sprint will provide a price quote via the ICB process

Q. How should the Commission resolve this issue?

A. Sprint's proposed terms should be accepted. The additional language proposed by FDN should be rejected.

Q. What is a routine network modification?

A. The FCC defined a routine network modification as "an activity that the incumbent LEC regularly undertakes for its own customer." (See, 47 C.F.R. § 51.319(a)(7) and § 51.319(e)(4)(ii).)

Q. Why did the FCC establish the rules for routine network modifications?

A. The FCC wanted to ensure non-discriminatory treatment and to prevent any undue restrictions for access to UNEs.

Q. Did the FCC provide a detailed of list of what constitutes a routine network modification?

A. No. In ¶633 of the TRO the FCC established principles and listed examples in the rule but it declined to formulate a detailed list of electronic components.

Q. What routine network modifications did Sprint price out?

A. Sprint developed pricing for the most common routine network modifications and included them on the price list. They are rearrangement of cable, repeater and doubler installation, smart jack installation, and the installation of line cards. In some cases, such as installing a line card, Sprint acknowledges that the cost of doing so is included in existing rates. In some cases, such as installing a doubler, Sprint will charge FDN for such activity only on those occasions where Special Construction charges would routinely apply. Any network modification not

included in the price list would be priced on an individual case basis. Since these prices were not considered in the Sprint UNE Cost Docket Sprint witness Davis has filed cost testimony in support of Sprint's pricing.

Q. What is the basis of Sprint's application of Special Construction Charges in some instances?

A. There are times when the level of work activity needed for a routine network modification is not recovered in the existing UNE rates. In such cases Sprint is justified in seeking additional compensation. Sprint believes that the Special Construction criteria used in its Access Tariff for the state of Florida (Section E-14) define when that occurs. It is certainly at parity with how it treats its customers that buy services such as DS1/DS3 Loops and DS1/DS3 Dedicated Transport.

Q. Has FDN or any other CLEC requested any other routine network modifications?

A. No.

Q. Why does Sprint disagree with the phrase "or other rates" added by FDN in 53.1.1?

A. Sprint agrees that it should not be allowed to double recover the cost of providing UNEs. The FCC clearly cautioned against this in paragraph 640 of the TRO and the prices displayed in the pricing appendix reflect that agreement. However, the

terms proposed by FDN implies that the cost of routine network modifications to UNE Loops are subsidized by other rates, perhaps not even UNE rates. This is not consistent with TELRIC pricing and should be rejected.

ISSUE 30 On what rates, terms and conditions should Sprint offer loop conditioning?

Q. Please describe the issue.

A. FDN and Sprint have reached agreement on the terms and conditions of loop conditioning but continue to disagree over the rates. Sprint has proposed the rates approved by the FPSC in Sprint's UNE Cost Docket. FDN has continually refused to accept the decision of the FPSC in that proceeding and will not agree to the ordered rates.

Q. How should the Commission resolve this issue?

A. The FPSC should find that the loop conditioning prices it approved for Sprint in Sprint's UNE Cost Docket are reasonable and that they should be incorporated into the agreement.

Q. Why should the FPSC approve Sprint's proposal?

A. The majority of Sprint's arguments supporting the rates approved by the FPSC in Sprint's UNE Cost Docket are included below in the discussion of Issue 34. The Commission determined Sprint's rates after a lengthy proceeding, examining the assumptions, models, and inputs in detail. FDN actively participated in that

proceeding and is simply refusing to accept the decision. There is no reason to revisit the issue so soon after the order was released.

ISSUE 34 What are the appropriate rates for UNEs and related services provided under the Agreement?

Q. What is the dispute between the parties in Issue 34?

A. FDN refuses to accept the prices established by the FPSC in Sprint's UNE Cost Docket and included in the pricing appendix.

Q. How should the Commission resolve this issue?

A. The FPSC should find that the UNE prices it approved for Sprint in Sprint's UNE Cost Docket are applicable and that they should be incorporated into the agreement between FDN and Sprint.

Q. Please describe the process that the FPSC followed in establishing Sprint's UNE prices.

A. The FPSC reached a decision on Sprint's UNE rates on January 8, 2003 after a lengthy process including the filing of extensive testimony, cost models, interrogatories and document requests, depositions, and legal briefs. The decision rendered by the FPSC was thorough, over 250 pages in length. The FPSC examined Sprint's models and inputs in excruciating detail, making modifications where it deemed necessary.

Q. Did FDN participate in the Sprint UNE Cost Docket?

A. Yes. Although FDN did not submit testimony in the docket, FDN filed a prehearing statement and a lengthy post-hearing brief. References to FDN's participation are included throughout the FPSC order.

Q. How were the new rates to be incorporated into agreements between Sprint and CLECs?

A. The FPSC determined that the new rates should be incorporated as amendments to existing interconnection agreements. Sprint requested that carriers be required to conform to the new rates within 60 days of the order's effective date but its request was rejected. (See Sprint UNE Cost Docket, pages 190-191.) Sprint was concerned that carriers would do exactly as FDN has done, engaging in extensive delay tactics.

Q. Did Sprint attempt to incorporate the new rates with FDN as ordered by the FPSC?

A. Yes. FDN has repeatedly refused to accept the rates determined by the FPSC and sought a stay with the FPSC.

Q. Did the FPSC grant FDN's request for a stay?

A. No.

Q. Are there any changes that would alter Sprint's results?

A. No.

Q. Should the FPSC consider making changes to prices it approved in Sprint's UNE Cost Proceeding?

A. No. The decision is recent and there is no reason to re-visit the determination of the FPSC. It is clear that FDN is simply unwilling to accept the decision and authority of the FPSC and is seeking shelter in protracted litigation. If the FPSC allows FDN to question the decision in the Sprint UNE Cost Docket in this proceeding it will be rewarding such behavior, essentially rehearing the case.

Q. Does this conclude your testimony?

A. Yes.

BEFORE THE PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

JAMES M. MAPLES

DOCKET NO. 041464-TP

SECTION I - INTRODUCTION

Q. Please state your name, title and business address.

A. My name is James M. Maples. I am employed as Regulatory Affairs Manager, for Sprint/United Management Company. My business address is 6450 Sprint Parkway, Overland Park, KS 66251.

Q. Are you the same James M. Maples that filed direct testimony in this proceeding on May 27, 2005?

Yes, I am.

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Sprint - Florida, Incorporated (hereafter referred to as "Sprint").

Q. What is the purpose of your Rebuttal Testimony?

A. The purpose of my Rebuttal Testimony is to refute direct testimony filed in this proceeding on behalf of FDN with respect to the following issues:

ISSUE 21 What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements? (FDN Witness Kevin P. Smith, Direct Testimony, pages 9-10.)

ISSUE 22 What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions? (FDN Witness Kevin P. Smith, Direct Testimony, pages 10-11.)

ISSUE 23 When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify? (FDN Witness Kevin P. Smith, Direct Testimony, page 11.)

ISSUE 24 May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?" (FDN Witness Kevin P. Smith, Direct Testimony, page 11.)

ISSUE 25 When and how should Sprint make sub-loop access available to FDN? (FDN Witness Kevin P. Smith, Direct Testimony, page 12.)

ISSUE 27 Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network? (FDN Witness Kevin P. Smith, Direct Testimony, page 12.)

ISSUE 29 What rates, terms and conditions should apply to routine network modifications on UNEs available under the Agreement? (FDN Witness Kevin P. Smith, Direct Testimony, pages 12-13.)

ISSUE 30 On what rates, terms and conditions should Sprint offer loop conditioning?

ISSUE 34 What are the appropriate rates for UNEs and related services provided under the Agreement? (FDN Witnesses Ankum, Fischer, Morrison Direct Testimony (Panel).)

NEW Issue At what rates, terms, and conditions should Sprint provide loop prequalification? (FDN Witness Kevin P. Smith, Direct Testimony, pages 14-15.)

Q. Please summarize your Rebuttal Testimony.

A. This testimony will show that the direct testimony submitted by FDN Witness Smith in this proceeding does not provide the Florida Public Service Commission (Commission) any evidence to support FDN's recommendations. Furthermore, it will show that the testimony provided by the Panel is merely a reiteration of issues that were presented in FDN briefs and its Joint Motion for Reconsideration that were filed in Docket No. 990649B-TP (the UNE Docket) and that the Commission reviewed and ruled on these issues when it made its final ruling in that docket.

More specifically, my testimony will demonstrate the following:

- Sprint's utilization of CSAs and Special Arrangements is authorized by the Commission and not discriminatory. A refusal to allow Sprint to charge termination liabilities will harm Sprint and place it at a competitive disadvantage.
- The FCC cap of 10 UNE DS1 Dedicated Transport circuits applies to each route and any attempt to restrict this application is contrary to the FCC's rules and counterintuitive.
- The list of wire centers identified by Sprint and available to CLECs in Florida as meeting the FCC threshold criteria is accurate and should be approved. Once approved CLECs should not have the ability to endlessly litigate and dispute the standing of a wire center once its status has been determined. UNEs impacted by the change in status of a wire center ordered during a dispute should be converted to another service should the dispute be found in the ILEC's favor.
- CLECs clearly have an obligation to certify that the EELS ordered by them meet the use criteria established by the FCC. UNEs cannot be used to exclusively provide interexchange, mobile wireless services, or information services, but must first be used to provide local exchange services.
- Sprint's proposal for providing subloop access is consistent with the Commission's ruling in the UNE Docket. No CLEC has requested and Sprint has not provided subloop access in Florida.
- Sprint's pricing proposal for providing commingled arrangements is reasonable and should be adopted. The tariffed components of a commingled

arrangement are billed in accordance with that tariff and it is unreasonable to duplicate tariff pricing in an interconnection agreement.

- Sprint is not obligated to provide routine network modifications free of charge. The issue is whether or not the prices developed by Sprint recover the cost of certain modifications.
- And finally, the issues addressed in the Panel's Direct Testimony have been previously addressed by this Commission. Not only has the Commission ruled on these issues in the UNE Docket, but further attempts on the part of FDN to refute the Commission's findings through its Motion for Reconsideration were also denied. Despite the fact that FDN offers no additional evidence that is required for further consideration, FDN is once again presenting the same arguments on the same issues that were present in 2002. In addition, the Panel makes the claim that current rates are no longer valid because they are based on data from 2000, yet it refutes Sprint's state specific inputs and proposes national default data from 1998. Such weak arguments do not merit any further consideration from either Sprint or the Commission.

SECTION II – UNRESOLVED ISSUE DISCUSSION

ISSUE 21 What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case

Basis (ICB) arrangements? (FDN Witness Kevin P. Smith, Direct Testimony, pages 9-10.)

Q. On page 9, line 22, of his direct testimony FDN witness Smith states that promotions are included in the dispute between FDN and Sprint. Do you agree?

A. No. The disputed terms (as shown in my direct testimony on page 6 beginning line 12) specifically address Contract Service Arrangements, Special Arrangements, or ICBs. Sprint is unaware of any issue with respect to promotions.

Q. Does Sprint resell services provided as promotions?

A. Sprint complies with FCC rules and resells any promotion that extends beyond 90 days in length. (47 C.F.R. §51.613(a)(2))

Q. What support did FDN witness Smith provide for claiming that end users should not pay Sprint previously agreed to termination liabilities if they switch their service to FDN?

A. He stated that the economics of reselling the CSA would not work for FDN if the end user incurred termination fees. (Smith Direct Testimony, page 10, line 3.)

Q. Is this sufficient justification to allow an end user to cancel a contract that it willfully entered into with another company?

A. Absolutely not. FDN is essentially asking the commission to recognize their specific economics in establishing public policy. FDN does not provide any evidence that its economics should be considered rather than that of an efficient competitor or that it is impossible for any carrier to win customers from Sprint that are provided service via a CSA. In ¶25 of the Triennial Review Remand Order (TRRO) the FCC rejected any notion that a specific carrier's particular business strategy should be used in determining impairment with respect to UNEs (See, FCC 04-290, *Unbundled Access to Network Elements, Review of the Section 251 Obligations of Incumbent Local Exchange Carriers*, WC Docket 04-313 and CC Docket 01-338, Order on Remand, Released February 4, 2005). That same principle should apply here.

Q. Is FDN prohibited from making competitive bids to these customers when their contracts expire?

A. No. In fact, FDN's proposal would force Sprint to forego revenues that it expects from a customer whose business FDN may have bid on and lost, effectively giving FDN a second chance at securing the bid.

Q. Would Sprint be harmed if it were forced to apply the average resale discount to CSA's?

A. Yes. In many cases the cost that is deferred over the life of the contract and recovered through a termination fee is for the purchase and installation of specific customer equipment (see also Maples Direct, page 6 at line 3). Sprint does not

avoid these costs if it resells the CSA to FDN or any other CLEC. Even the Commission recognized this in their proposed Fresh Look rules (discussed in Maples Direct, page 7 at line 22) allowing ILECs to recover certain costs that would otherwise not be recovered (Proposed Rules, PART XII-FRESH LOOK: 25-4.302 Termination of LEC Contracts, See DOAH Order at 17).

Q. Is the use of CSA's by Sprint anti-competitive or discriminatory?

A. No. The pricing flexibility utilized by ILECs in CSA's or other special arrangements have been authorized by the Commission. The very purpose of a CSA is to allow an ILEC to make a competitive bid to an end user customer that is seeking offers from other telecommunications providers. Furthermore, the fact that ILECs have to resell CSA's restricts their pricing flexibility, since it is very possible that after signing a contract with the ILEC the end user may seek to receive additional discounts by transferring the contract to a CLEC.

ISSUE 22 What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions? (FDN Witness Kevin P. Smith, Direct Testimony, pages 10-11.)

Q. What disputes did FDN witness Smith include with respect to Issue 22?

A. Mr. Smith included three issues. The first (22a) is in regards to the cap on the number of UNE DS1 circuits a CLEC can purchase on any transport route. The second (22b) concerns the list of wire centers that Sprint claims meets the criteria

established by the FCC in the TRRO for determining non-impairment for certain UNEs. The third (22c) is related to the process that the parties will follow when Sprint wishes to add a wire center to the list of unimpaired wire centers after the interconnection agreement is executed. (FDN Witness Smith, Direct Testimony, page 10.)

Q. Did FDN witness Smith provide any clear statement of FDN's position with respect to issue 22(a) in his direct testimony?

A. No. He simply stated that FDN disagreed with Sprint's interpretation without providing any further reasons (FDN Witness Smith, Direct Testimony, page 10, at line 13.)

Q. Has your understanding of the dispute changed?

A. No. Absent specificity in direct testimony, Sprint must rely on conversations during negotiations. FDN seeks to change the rule adopted by the FCC in the TRRO by limiting the cap of DS1 circuits to those routes where there has been a finding of non-impairment for DS3 circuits. The rule (47 C.F.R. §51.319(e)(2)(ii)(B)) states that the cap applies to "each route where DS1 dedicated transport is available on an unbundled basis." (Maples Direct Testimony, page 14, at line 6.) Sprint does not believe that there is any contradictory language in the TRRO that would allow a different application of the rule (see Maples Direct Testimony, page 15, at line 12). FDN is asking the Commission to make a finding of impairment which is at odds with the FCC's

determination. FDN's position is counterintuitive. The FCC did not intend to provide unlimited access to UNEs but imposed limits in order "to encourage the innovation and investment that comes from facilities-based competition." (TRRO, ¶2.)

Q. You stated above that FDN's position is counterintuitive. What did you mean by that?

A. The DS1 cap establishes the point at which a CLEC can efficiently purchase a DS3. FDN's position would only apply the cap on those routes where UNE DS3 transport is not available, which means that it is efficient for a CLEC to buy special access DS3 transport when it has more than 10 DS1's. Special access DS3 transport is generally priced higher than UNE DS3 transport; therefore, it should also be efficient for a CLEC to buy UNE DS3 transport when it has 10 or more DS1s.

Q. What is being disputed in issue 22(b)?

A. In the TRRO the FCC established criteria for determining non-impairment for DS1 and DS3 UNE loops and DS1, DS3, and dark fiber UNE dedicated transport based on the number of business lines and/or fiber based collocators in ILEC wire centers. Sprint electronically mailed a list of the wire centers in Florida that met these criteria to FDN on April 28, 2005. Sprint also posted the list on its publicly available website at:

http://www.sprint.com/regulatory/unimparedOffices.html?refurl=unimpaired_wire_centers

FDN had requested additional information regarding the method that Sprint used to count the number of business lines and fiber based collocators and more specific detail regarding the values for each listed wire center.

Q. Has Sprint provided the information requested by FDN?

A. Sprint provided the information to FDN on May 27, 2005. It is included as Exhibits JMM-1 and JMM-2 to this testimony. Exhibit JMM-1 describes the methodology that Sprint used to determine the number of business lines and fiber based collocators. A thorough review of the document will show that Sprint's process is entirely consistent with the rules established by the FCC in the TRRO. Exhibit JMM-2 shows the specific counts for each wire center supporting Sprint's claim.

Q. Has FDN disputed Sprint's claims regarding the status of these wire centers or Sprint's methodology?

A. FDN has not communicated disagreement in any fashion regarding either the wire centers Sprint identified or its methodology.

Q. What is the issue being disputed in 22(c), as described by FDN witness Smith?

A. On page 11 beginning line 6 of his direct testimony FDN witness Smith states that FDN believes that it has "the right to pursue dispute resolution for any subsequent attempt to add to the unimpaired wire center list, and Sprint should have to provide UNEs from that wire center pending resolution of the dispute."

Q. Was this Sprint's understanding of the issue?

A. No. It should be clear from reviewing my direct testimony (pages 10 through 13) that this was not our understanding. Sprint believed that the part of the process that the parties were disputing was how Sprint noticed carriers when it wanted to add a wire center to the un-impaired wire center list.

Q. Is FDN's position clear from Mr. Smith's direct testimony?

A. Not entirely. He claims that FDN should have the right to dispute Sprint's future claims regarding the status of wire centers. The terms that Sprint proposes (see Maples direct, page 10, at line 20) clearly allow FDN to dispute the status within a specific time frame after being noticed. FDN has not previously challenged the time period included in the terms during which the CLECs determine whether or not they will challenge Sprint's claim. It can be inferred from the terms proposed by FDN that if they do not participate in a dispute proceeding regarding the status of one of Sprint's wire center they want the opportunity to dispute the status on their own, bringing the issue before this Commission a second time. This is why Sprint has rejected FDN's proposed terms. As I stated in my direct testimony on page 13 beginning line 2, Sprint does not believe that CLECs should be able to

continually and repeatedly challenge the status of a wire center, effectively nullifying the provisions in the FCC rules that prohibit further unbundling in wire centers where there has been a finding of non-impairment.

Q. Can a CLEC continue ordering UNEs from a wire center or route between wire centers if they are disputing Sprint's claim regarding the status of a wire center?

A. If there has not been a finding by the Commission regarding the status of the wire center the CLEC can continue ordering the impacted UNEs; however, if the dispute is found in favor of Sprint any UNE ordered 30 days after the date of notification should be transitioned immediately to special access or some similar service and back billed accordingly.

Q. What is the basis for this position?

A. A CLEC cannot simply dispute the ILEC's claims regarding the status of a wire center just to extend its access to a UNE that it is no longer entitled to and should be deterred from doing so. Treating the circuits ordered during the dispute period differently from the embedded base is counterproductive. For a CLEC to dispute an ILEC's claims regarding the status of a wire center they "must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI above and that it is therefore entitled to unbundled access to the

particular network elements sought pursuant to section 251(c)(3)." (TRRO, ¶234) CLECs should not be allowed to delay the process simply via legal maneuvering.

Q. In his direct testimony, FDN witness Smith stated that FDN was willing to self-certify eligibility under such circumstances (page 11 at line 11). Is this sufficient?

A. A willingness to self-certify is meaningless without including terms regarding the level of effort that a CLEC must go through before it does so, and, as stated immediately above, giving CLECs the ability to dispute the status of a wire center and receive monetary gain would simply invite further disputes.

ISSUE 23 When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify? (FDN Witness Kevin P. Smith, Direct Testimony, page 11.)

Q. Did Sprint address this issue in its direct testimony?

A. No. Sprint was unaware that it was an issue until it appeared in Mr. Smith's testimony.

Q. Why not?

A. Sprint believed that the terms being disputed had been resolved. Sprint originally proposed the following terms at 40.4. The terms that were disputed by FDN are emboldened.

40.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service and as permitted by Applicable Rules subject to the restrictions listed below. **CLEC will provide self-certification at the time of ordering that these requirements are met for each UNE ordered.**

Sprint agreed to modify the terms during negotiations, deleting the last sentence and retaining the first sentence, which was not disputed.

Q. Are there other instances in the agreement where the terms require self-certification?

A. The terms in 50.4.3 require self-certification for access to EELs, consistent with the FCC's rules in 47 C.F.R. §51.318(b). To Sprint's knowledge these terms are not being disputed.

ISSUE 24 May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?" (FDN Witness Kevin P. Smith, Direct Testimony, page 11.)

Q. Did FDN's witness clearly articulate their position on Issue 24 in direct testimony?

A. No. The testimony of Mr. Smith is that "...FDN disagrees with Sprint's interpretation and reserves the right to address these issues in later testimony and in its brief." (Smith Direct Testimony, page, 11 at line 22.)

Q. Is it Sprint's position that every UNE ordered has to have a "meaningful" amount of local traffic?

A. The original terms proposed by Sprint, which were the basis for the issues included that requirement. During the course of negotiations, several weeks prior to the due date for the direct testimony, Sprint changed the terms to that discussed in my direct testimony (with the exception of a small addition), beginning page 16, line 9. The current terms being disputed stipulate that all UNEs must be used to provide local exchange services. The basis for that position is included in my direct testimony on pages 18 through 20. The rules established by the TRRO prohibit the use of UNEs solely for providing interexchange and mobile wireless services, which it deemed to be competitive. UNEs can be used to provide those services if they are also being used to provide local exchange services, which were defined in the TRRO. While the ILEC obligation to provide UNEs is only for telecommunications services, the FCC rules allow CLECs to put information services on them if they are also being used to provide telecommunications services, which Sprint believes must include local exchange services.

ISSUE 25 When and how should Sprint make sub-loop access available to FDN? (FDN Witness Kevin P. Smith, Direct Testimony, page 12.)

Q. Do you agree with Mr. Smith's characterization of this issue on page 12 of his direct testimony?

A. No. Mr. Smith oversimplifies the process of sub-loop access, and while not directly stated, implies that if Sprint does not agree with FDN's terms that it will be guilty of discriminating. That is not true. The terms proposed by Sprint specifically states that once Sprint provides a type of sub-loop it will provide it to FDN or any other CLEC "under the same or more favorable terms, conditions and charges".

Q. You stated above that Mr. Smith oversimplified the process. Please explain.

A. He implies that the ICB process is onerous and unnecessary should FDN seek to access sub-loops, ignoring the fact that during the ICB process Sprint will review the specifics surrounding the request to determine if it has previously provided the same or similar type of access. He does not acknowledge the fact that the individual circumstances are likely to vary, impacting the cost of access, nor the fact that the terms of the agreement obligate Sprint to provide an ICB price quote within 30 business days from the receipt of the request (section 42.2).

Q. Has FDN requested access to sub-loops from Sprint?

A. No. As I stated in my direct testimony, neither FDN nor any other CLEC in Florida has requested access to sub-loops from Sprint.

ISSUE 27 Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network? (FDN Witness Kevin P. Smith, Direct Testimony, page 12.)

Q. Does Sprint agree with FDN witness Smith that all the non-recurring charges for the commingled services identified in the text of the agreement should be included in the agreement? (Smith Direct Testimony, page 12 at line 12.)

A. No. As I stated on pages 25 and 26 of my direct testimony the FCC specifically stated that the prices for the wholesale service component of a commingled arrangement should be those included in the appropriate tariff. Sprint does not believe that those tariffed charges should be duplicated in an interconnection agreement. Tariffed charges change over time in accordance with the rules and procedures that govern those services and it would be inappropriate to freeze those rates in an interconnection agreement, as well as introducing unnecessary billing complexity. FDN has the opportunity to review the various tariffs and determine which wholesale product it wishes to use in a particular commingled arrangement that it seeks. In addition, the terms being disputed by FDN in 50.2.2 are general in nature and do not apply just to those commingled arrangements specified in the agreement. They essentially state that FDN or any CLEC will compensate Sprint for the cost of work that it does on behalf of the CLEC to combine UNEs or commingle services (Maples Direct, page 23, at line 17). I am

not aware of anything in the Act or FCC's rules that require Sprint to provide services free of charge at any time.

Q. Has Sprint provided the pricing that FDN has requested?

A. Sprint provided pricing in response to FDN's first set of interrogatories, item 82. It illustrates the pricing methodology I describe in my direct testimony (page 25, at line 9), with one exception. The UNE portion is priced per the price list included in the agreement and the wholesale service segment is priced according to the appropriate tariff.

Q. What is the one exception you mentioned above?

A. In my direct testimony I stated that the facility connecting the UNE with the wholesale service would be priced per the wholesale service. Upon further review, Sprint determined that for the commingled arrangements being requested by FDN, the facility connecting the UNE loop with special access transport should be priced consistent with UNEs. The review also revealed that Sprint has not developed a price for that connecting facility.

Q. What price does Sprint propose that it use for this connecting facility?

A. Sprint will provide this facility at no charge at this time. If and when Sprint develops a price for this facility it will follow the terms and conditions in the interconnection agreements regarding implementation.

Q. You mentioned that Sprint had determined that the price for the connecting facility for the commingled arrangements requested by FDN should be priced consistent with UNEs. Does that mean that there may be commingled arrangements where Sprint would take a different position?

A. Yes. Sprint made the decision above based on a review of the individual elements and services and what facilities the different rates were designed to cover (commingling UNE loops with special access transport and multiplexing). It found that there was a facility connecting the UNE loop with the special access transport that wasn't included in either rate. It is entirely possible that the review of a commingled arrangement using different elements and services would result in a different conclusion.

ISSUE 29 What rates, terms and conditions should apply to routine network modifications on UNEs available under the Agreement? (FDN Witness Kevin P. Smith, Direct Testimony, pages 12-13.)

Q. What is FDN's position with regard to this issue?

A. On page 12, beginning at line 22 of his direct testimony, Mr. Smith states, "FDN's position is that if Sprint would perform a particular network modification in the ordinary course for its own benefit, then FDN should not have to pay for that modification if FDN also benefited."

Q. Did FDN provide any support for its position?

A. No. FDN's testimony provides absolutely no supporting evidence that should convince the Commission to agree with its position.

Q. Does Sprint perform network modifications free of charge for its customers?

A. No. Sprint incurs costs for all work that it does in modifying its network. That cost is recovered though the rates that it charges to its customers. The fact that Sprint may not charge an additional fee in some cases does not mean that Sprint is not compensated for that work.

Q. Is FDN claiming that it should not have to pay Sprint for modifications that Sprint makes to its network on behalf of FDN?

A. That is the literal interpretation of the phrase "FDN should not have to pay for that modification if FDN also benefited."

Q. Does the FCC prohibit Sprint from recovering its cost of providing routine network modifications on behalf of CLECs?

A. Absolutely not. TELRIC pricing theory allows ILECs to recover the cost of providing service to CLECs. As I stated in my direct testimony on page 30 beginning line 21, the FCC cautioned against the double recovery of cost for doing routine network modification, which does not prohibit any charges for routine network modifications, but demands a factual inquiry to determine which costs are included in the existing rates and which ones are not. Sprint has

identified those costs and is fully prepared to support its position in this proceeding.

Q. Is Sprint proposing that it charge FDN for routine network modifications at times when it would not do so for its own customers?

A. No. As I stated in my direct testimony on page 30 beginning line 7, Sprint will utilize the same criteria it applies to its customers that buy access services to determine if additional charges should apply.

ISSUE 30 On what rates, terms and conditions should Sprint offer loop conditioning?

Q. Did FDN file direct testimony on this issue?

A. No.

Q. Is there a dispute between the parties?

A. As I stated in my direct testimony beginning on page 31 at line 7, Sprint understood that FDN is disputing the rates for conditioning approved by the Commission in the UNE Docket. Sprint believes that it should be allowed to implement those rates in its interconnection agreement with FDN. The primary reasons for that are included in the discussion of Issue 34.

ISSUE 34 What are the appropriate rates for UNEs and related services provided under the Agreement? (FDN Witnesses Ankum, Fischer, Morrison Direct Testimony (Panel).)

Q. Please state the primary issues addressed in the Panel testimony.

A. The Panel testimony discusses issues regarding various inputs utilized by Sprint's Loop Cost Model (SLCM) which was filed in the UNE Docket. The Panel also addresses several issues regarding Sprint's non-recurring charges. Specifically, the Panel testimony discusses SLCM's Customer Location methodology, Cable Fill Factor methodology, Structure Sharing, Plant Mix Assumptions, Digital Loop Carrier Assumptions, Annual Charge Factors, Non-recurring Charges, and Geographic Deaveraging.

Q. Were each of these issues addressed in the UNE Docket?

A. Yes. On May 28, 2002, FDN filed its Post Hearing Brief where it presented the same arguments addressed in the panel testimony filed on May 27^{h}, 2005. In its order issued on January 8, 2003 in the above referenced docket, the Commission weighed FDN's arguments, determined that they did not merit further consideration, and ruled accordingly. On January 23, 2003 FDN filed a Joint Motion for Reconsideration (MFR) in response to the January 8 Commission Order. In the MFR, FDN once again addressed the issues of Deaveraging, Fill Factors, Customer Locations, OSS Service Order Charges, and Non-Recurring Charges for Work Times. On August 8, 2003, the Commission issued an Order

denying FDN's MFR on the grounds that FDN failed to identify anything that the Commission might have overlooked or any mistake of fact made in rendering its initial decision, and it was comfortable that the arguments put forth were part of their weighing of evidence. Specifically, in its decision regarding Burden of Proof in its Order denying FDN's MFR, the Commission stated that "FDN and KMC have failed to demonstrate that we overlooked a point of fact or law.....Thus, we find that we did not overlook a point of fact or law nor was there an impermissible reversal of the burden of proof." (Docket No. 990649B-TP, *Investigation into Pricing of Unbundled Network Elements*, Order Denying FDN and KMC's Motion for Reconsideration of Sprint UNE Order, August 8, 2003, ¶ III.C.2, pg 12 – "Reconsideration Order".)

Q. Does the Panel testimony in Docket 041464-TP offer any new evidence regarding these issues that were originally addressed in the UNE Docket?

A. No. In fact there are instances where, except for variations in references, the testimony follows the language in the original Post-Hearing Brief verbatim. For example, in its discussion regarding customer locations, the Panel testimony language and citation beginning on page 13, line 6 and ending on page 13, line 27 appears the same as it does in the Post Hearing Brief on page 8. Similar redundancies can be found in the panel's discussion on structure sharing where the language and citation on page 17, lines 2 through 13 are identical to that used on page 16 of the Post Hearing Brief. These examples, coupled with the fact that the Panel merely paraphrases previous arguments on the remaining issues, clearly

indicate that FDN is unable to present new evidence that is required for reconsideration of the Commission's January 8, 2003 ruling in the UNE Docket.

Q. Please describe Exhibit JMM-3.

A. Exhibit JMM-3 is a matrix that references where the issues presented in the Panel's testimony have been previously put forth in FDN's Post Hearing Briefs, The Commission's Final Order, FDN's Motion for Reconsideration, and the Commission's Order Denying FDN's Motion for Reconsideration. The purpose of this exhibit is to illustrate that each of the issues indicated have been addressed previously by the Commission. The matrix also references the specific pages and documents where the issues as well as the outcome can be reviewed. Further review of these sections in the specified documents will indicate that no additional evidence is being presented in the Panel's testimony.

Q. **Please provide examples of where issues presented in the Panel's testimony have been previously addressed by this Commission.**

A. In their Post Hearing Brief filed in the UNE Docket, FDN argued that the Sprint Loop Cost Model (SLCM) deploys a methodology "that does not reflect the most cost effective method of distributing customers into serving areas." (Docket No. 990649B-TP, *Investigation into Pricing of Unbundled Network Elements*, Post Hearing Brief of Florida Digital Network, Inc. for Sprint Florida Phase of Proceeding, May 28, 2002, Issue No. 7, page 7. – "Post Hearing Brief".) However, in its final order in the UNE Docket (Docket No. 990649B-TP,

Investigation into Pricing of Unbundled Network Elements, Order No. PSC-03-0058-FOF-TP – "Final Order"), page 58, the Commission stated that "we find it appropriate that the network design reflected in the SLCM shall be accepted for purposes of establishing recurring UNE rates in this proceeding". FDN also addressed this issue in their MFR and presents the same argument that was included in their Post Hearing Brief. After once again weighing FDN's arguments regarding SLCMs customer location methodology, the Commission stated in ¶ VI.C, pg 24 of its Reconsideration Order that "we did not overlook or fail to consider a point of fact or law regarding customer locations utilized in this proceeding." In the Panel testimony filed on May 27, 2005, FDN is once again raising the same issues with Sprint's cost model and the resulting rates but fails to provide any new arguments.

Q. **Are there other issues being rehashed by FDN where the Commission not only ruled against FDN's argument in its final order in the UNE Docket, but also denied FDN's MFR?**

A. Yes. In their Post Hearing Briefs filed in the UNE Docket, FDN argued against Sprint's proposed deaveraging methodology on the grounds that only a limited number of geographic areas have the lowest UNE prices.

Q. **Did the Commission adopt Sprint's deaveraging proposal in the UNE docket?**

A. No. The Commission adopted one of four deaveraging options developed by its staff because they believed it had the greatest likelihood of promoting competition. In the Final Order, page 29, the Commission stated that their proposal "yields the lowest rate in Zone 1 and its four zone structure reasonably reflects the Company's distribution of costs."

Q. Do the rates that Sprint is proposing in this proceeding follow the deaveraged rate structure adopted by the Commission in the UNE Docket?

A. Yes. The current rate structure is the same as the one adopted by the Commission in their decision in the final order in the UNE Docket and referred to directly above.

Q, Did FDN appeal this ruling in their MFR?

A. Yes. However, the Commission determined that FDN's claim presented in their MFR was without merit and that "FDN and KMC's mere disagreement is not sufficient to meet the burden for a Motion for Reconsideration. In fact, we find that we did not overlook or fail to consider a point of fact or law regarding the deaveraging approach utilized in this proceeding." (Reconsideration Order, ¶ III.C.2, pg 16.)

Q. Has the Panel's argument regarding the Cable Fill Factor Methodology used by Sprint in their UNE rate calculation been previously addressed by the Commission?

A. Yes. FDN originally addressed the issue regarding fill factors in their Post Hearing Brief, arguing that Sprint's fill factors are generally too low and do not reflect a forward looking least cost network built for a reasonable projection of actual demand. However, on page 83 of the Final Order the Commission concluded that "when considering the placing of plant and the resulting fill, one must consider the cost benefit relationship. We also agree that a company must consider future needs, the availability of capacity only in certain sizes, and the lead time for adding new facilities when it determines how to lay plant." The Commission also noted on page 84 that there was nothing on the record to support FDN's position and found that "the appropriate assumptions and inputs for fill factors in the forward looking UNE cost studies shall be the fills filed by Sprint." FDN also presented its argument regarding fill factors once again in their MFR and once again, the Commission weighed FDN's arguments and ruled that they did not overlook or fail to consider a point of fact or law concerning Sprint's fill factors. Despite these definitive rulings and the overwhelming evidence supporting them, FDN has once again resurrected this issue in the Panel's testimony, citing the same arguments that were addressed in 2002 and 2003.

Q. Has the Panel's argument concerning Sprint's fall out rate for CLEC Service Orders (for manual intervention) been addressed by the Commission?

A. Yes. FDN first argued in their Post Hearing Brief that the fall out rate for CLEC Service Orders should be no more than 2%, citing commission orders from other states for much larger and more competitively challenged RBOCs. However, on

page 162 of the Final Order the Commission ruled against FDN stating "There is no requirement that Sprint, or any other ILEC, use some hypothetical, fully automated, near perfect OSS as FDN would have us believe." FDN again rehashed the same point in their MFR and the Commission again ruled against FDN in their Reconsideration Order while stating in ¶ X.C, pg 39 that FDN and KMC "have mischaracterized the issue by focusing on what Sprint currently has in place, instead of actually looking (as the issue is worded) to the appropriate assumptions and inputs for purposes of forward looking non-recurring cost studies."

Q. Have Sprint's Non-Recurring Charge Work Times been previously addressed by FDN and this Commission?

A. Yes. As referenced on JMM-3, FDN exhaustively presented their arguments concerning Sprint's work times in both their Post Hearing Brief and again in their MFR. The Commission acknowledged FDN's arguments but ruled against them through both the UNE Order and the Reconsideration Order.

Q. What additional issues were addressed in Panel testimony that were previously addressed by the Commission in its final Order in the UNE Docket?

A. The Panel testimony addresses the distribution and feeder plant mix used by Sprint in its Florida UNE filing. In its testimony, the Panel makes a brief comparison between the feeder and distribution plant mix that Sprint used in the

above referenced docket and the plant mix inputs contained in the FCC Federal USF Inputs Order.

Q. What conclusions does the Panel make regarding this comparison?

A. The Panel concludes that Sprint's assumptions weight the distribution plant mix toward the higher cost buried placement options. The Panel also concludes that Sprint should be required to explain again why its plant mix differs so significantly from the national averages determined by the FCC.

Q. Did FDN comment on this issue in their brief?

A. No. In fact the Commission order in the UNE Docket acknowledges on page 75 that "FDN waived its position on this issue".

Q. Did the Commission consider the FCC USF Plant Mix Inputs versus Sprint – Florida's proposed inputs and, if so, how did they rule?

A. On page 75 of the Final Order the Commission considered the use of the plant mix prescribed by the FCC for Federal USF but rejected it stating that "we agree with Sprint that the FCC's USF Order is based on national averages rather than state specific information. Since the USF inputs do not contain Florida-specific information, we do not believe that they should be used in this proceeding."

NEW Issue At what rates, terms, and conditions should Sprint provide loop

prequalification? (FDN Witness Kevin P. Smith, Direct Testimony, pages 14-15.)

Q. Are there any other issues included in FDN's direct testimony that you wish to rebut?

A. FDN witness Smith included a new issue beginning on page 14 of his direct testimony that has to do with information available to it in pre-ordering. They propose the following terms:

> Sprint will provide CLEC a means for access on a pre-ordering basis information identifying which Sprint loops are served through remote terminals, such information to be no less accurate or reliable than what Sprint has available to itself for provisioning its own services. (FDN Witness Smith, Direct, page 15 at line 17.)

Sprint interprets this issue as having to do with FDN's access to loop pre-qualification information and therefore stated the issue in that fashion. Sprint currently provides this information and includes terms and conditions in the agreement, which are not being disputed, at sections 46.1 and 47.

> 46.1 Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning,

maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases, or other records, including information on whether a particular loop is capable of providing advanced services.

47. LOOP MAKE-UP INFORMATION

47.1 Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.

47.2 Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.

47.3 Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or

if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.

47.4 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.

47.5 Sprint may provide the requested Loop Make-Up Information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

47.6 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

47.6.1 CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;

47.6.2 If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and

47.6.3 If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section XX of this Agreement.

Q. Why does Sprint believe that the issue has to do with loop pre-qualification?

A. The FCC established an ILEC's obligation to provide access to loop pre-qualification information in the Third Report and Order (FCC 99-238, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, Released November 5, 1999). It described loop pre-qualification as follows:

427. We clarify that pursuant to our existing rules, an incumbent LEC must provide the requesting carrier with nondiscriminatory access to the same detailed information about the loop that is available to the incumbent, so that the requesting carrier can make an independent judgment about whether the loop is capable of supporting the advanced services equipment the requesting carrier intends to install. Based on these existing obligations, we

conclude that, at a minimum, incumbent LECs must provide requesting carriers the same underlying information that the incumbent LEC has in any of its own databases or other internal records. For example, the incumbent LEC must provide to requesting carriers the following: (1) the composition of the loop material, including, but not limited to, fiber optics, copper; (2) the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; (3) the loop length, including the length and location of each type of transmission media; (4) the wire gauge(s) of the loop; and (5) the electrical parameters of the loop, which may determine the suitability of the loop for various technologies. Consistent with our nondiscriminatory access obligations, the incumbent LEC must provide loop qualification information based, for example, on an individual address or zip code of the end users in a particular wire center, NXX code, or on any other basis that the incumbent provides such information to itself.

The description lists the presence of remote concentration devices, including digital loop concentrators as part of loop pre-qualification, which is what FDN is requesting.

Q. Does Sprint agree that it is part of the pre-ordering process?

A. Yes. The FCC explicitly classified loop pre-qualification as part of the pre-ordering process in its rules.

> 47 C.F.R. §51.319 (g) Operations support systems. An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information. An incumbent LEC, as part of its duty to provide access to the pre-ordering function, shall provide the requesting telecommunications carrier with nondiscriminatory access to the same detailed information about the loop that is available to the incumbent LEC.

Q. What is Sprint's obligation with respect to providing access to loop pre-qualification information?

A. As stated above, Sprint must provide non-discriminatory access to the same information that Sprint has access to. That means that Sprint should provide CLECs access to the same information that it has access to in the same manner. The terms proposed by Sprint at 46.1 and 47 support this position.

Q. Does Sprint's loop pre-qualification process meet these criteria?

A. Sprint witness Davis will address the specifics regarding Sprint's loop pre-qualification process.

Q. Does this conclude your testimony?

A. Yes.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

JIMMY R. DAVIS

Q. Please state your name, place of employment, position and business address.

A. My name is Jimmy R. Davis. I am employed by Sprint/United Management Company as a Senior Manager – Network Costing at 6450 Sprint Parkway, Overland Park, Kansas 66251. I am appearing in this proceeding on behalf of Sprint-Florida, Incorporated (hereafter referred to as "Sprint" or the "Company").

Q. What is your educational background?

A. I received a Bachelor of Science Degree in Civil Engineering from North Carolina State University in Raleigh, North Carolina. In 1990, I received a Master of Business Administration Degree from East Carolina University, in Greenville, North Carolina. I have also received telephony related continuing education through company sponsored technical training in Planning, Network, and Field Operations.

Q. What is your work experience?

A. After a two-year tour in Building Engineering, I transferred to the Network Planning Department of Carolina Telephone in Tarboro, North Carolina where I had responsibility for that company's Capital Recovery Program. There my job functions involved statistically based mortality studies of telephone physical

property, depreciation expense budgeting, property valuations, and cost studies including capital planning. From 1989 to 1993, I served as Carolina Telephone's Technical Training Manager where I had responsibility for providing network related technical skills training to that company's craft and lower level management employees. After a two-year assignment in the Corporate Training Organization, I was assigned, in 1995, to a Customer Services Manager Position in Jacksonville, North Carolina. There I was responsible for the turn-up and maintenance of Network and Outside Plant for approximately 115,000 access lines. I was also responsible for installation and maintenance of residential and small business services including high-speed data (special) services. In 1998, I transferred to Kansas City where I continued to work in the Customer Services Organization spending the majority of that time as a Standards and Process Manager responsible for the Sprint Local Telephone Division's National Standard Methods and Procedures for Outside Plant Construction and Maintenance Operations. I then transferred to my current position in June of 2001, where I represent Sprint's ILEC and CLEC operations in performing and analyzing cost studies for collocation, non-recurring charges, and special projects involving government mandates.

Q. Have you previously testified before a state regulatory commission?

A. Yes. I have testified in the states of Florida and Missouri representing Sprint's ILEC and CLEC operations.

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

A. My testimony deals with the costing issues of this arbitration. I will address issues 28, 29 and 49 as they relate to cost.

Issue 28. How should cooperative testing be conducted and what charges should apply, if any?

Q. Has this issue been resolved by the parties?

A. Yes. It is my understanding that the parties have resolved this issue and it is no longer being disputed. To the extent this understanding is incorrect, Sprint reserves the right to file testimony addressing this issue.

Issue 29. What rates, terms and conditions should apply to routine network modifications on UNE's available under this agreement?

Q. Which UNEs is this issue associated with?

A. This issue relates to loop and transport UNEs.

Q. What is Sprint's position on Issue 29?

A. Sprint makes "routine" network modifications under the normal course of business. In the majority of situations, this work is performed without the need for additional charges beyond the standard monthly recurring and non-recurring charges for the associated service. However, Sprint is proposing language in the

new interconnection agreement stating that FDN will compensate Sprint for the costs of network modifications made on behalf of FDN to the extent that costs are not contemplated or recovered in the Florida PSC approved unbundled loop and transport monthly recurring and non-recurring charges.

Q. What activities identified by the FCC as routine modifications does Sprint perform for CLECs at no additional charge?

A. As can be seen from the attached rate list (Exhibit JRD-1), Sprint performs up to three cable pair rearrangements in ready access terminals (discussed in detail below), installs smart jacks, and line cards all without additional charges. These costs were included in the monthly recurring and non-recurring rates approved by the Florida PSC (in Docket 990649B-TP) for loop and transport UNEs.

Q. The FCC listed "rearrangement or splicing of cable" in the Triennial Review Order (par 634) as a routine network modification. What cable rearrangements does Sprint routinely make when provisioning service for its retail and wholesale customers?

A. Sprint routinely rearranges cable to enable the provisioning of service to a desired location by way of above ground "ready access" terminals. Ready access terminals include the black colored terminals seen attached to aerial telephone cable as well as the pedestals connected to buried telephone cable seen sticking up out of the ground in the public right-of-way. The ability to make rearrangements is necessary for efficient use of outside plant facilities; therefore, such activities

are considered standard operating procedure and are performed under the normal course of business. Under normal situations, a single loop can be provisioned to a desired location by an installation technician through a series of no more than 3 cable pair rearrangements in ready access terminals.

Q. Does Sprint charge CLECs extra for cable rearrangement consisting of no more than 3 cable pair rearrangements in ready access terminals?

A. No. Cable rearrangements such as those described above are performed under the normal course of business. As seen on the attached rate list (Exhibit JRD-1), the cost of up to three cable pair rearrangements utilizing ready access terminals are already included in the loop NRCs.

Q. What are the implications if more than three cable pair rearrangements utilizing ready access terminals are necessary in order to provision the requested service?

A. Facility modifications involving more than three pair rearrangements for a single loop in ready access terminals require a level of work beyond what an installation technician performs for provisioning a loop or transport service. This level of work requires that an outside plant engineer open a work authorization, study cable records, design an alternative facility path, and possibly engineer the installation of new facilities. This level of work also entails having cable splicing personnel perform rearrangement for entire cable sections which would involve ensuring that service to customers on existing working facilities is not interrupted. These costs

were not contemplated or included in the monthly recurring or non-recurring charges approved by the Florida PSC under Docket 990649B-TP.

Q. Why weren't the cost of rearrangements of more than three cable pairs contemplated or included in the monthly recurring or non-recurring charges approved by the Florida PSC under Docket 990649B-TP?

A. As stated previously, the approved non-recurring charges only account for up to three cable pair rearrangements which are performed by an installation technician. Meanwhile the approved monthly recurring charges approved under Docket 990649B-TP assume that all of the necessary fiber cable, telephone poles, conduit, manholes, DLCs (including the exact amount of required cards), copper loop facilities, and customer terminating equipment (including smart jacks) are put in place during a single construction job on a scale that meets the total demand for all services by all customers at any given point in time. The approved MRCs therefore did not anticipate the cost of going back into an existing network to perform complex rearrangements relative to a single customer request for service.

Q. Although the cost of complex rearrangements are not included in Sprint's approved non-recurring or monthly recurring rates, can standard prices for complex arrangements be developed?

A. No. Complex rearrangements of cable facilities in the existing network do not lend themselves to standard pricing due to the high variability of the activities involved. For example, there may or may not be existing cable that could use to

establish the rearranged facility. The number of cables sections involved in the rearrangement will vary thus causing fluctuations in cost. The mixture of aerial, buried and/or underground facilities will vary. The rearrangements of underground facilities involve entering manholes which adds substantially to the cost due to pumping water, purging gases, traffic control and entering pressurized splice enclosures. In addition, the number of customers with working services that have to be rearranged without service interruptions will vary which also leads to wide variations in cost. These combined factors do result in costs that are too varied to enable the development of standard prices.

Q. How does Sprint propose to charge FDN for complex arrangements?

A. Due to the wide variability of cost associated with complex cable rearrangements in the existing network as outlined above, the best approach for pricing complex rearrangements requested by FDN and intended exclusively for their use is pricing on an individual case basis.

Q. What other network modification activities may result in additional charges to a CLEC?

A. The installation of doublers/repeaters would result in additional charges if they are added exclusively for FDN. Sprint tests each request for service that would require the addition of a repeater/doubler against the criteria discussed below. Those that meet the criteria are treated as "Special Construction".

Q. What are the criteria that determines that a network modification is "special construction" resulting in extra charges to the end customer?

A. Consistent with section E14.2.7 of Sprint's PSC approved "Access Service Tariff" for the state of Florida effective January 1, 1997, special construction is required when suitable facilities are not available to meet a customer's order for service and one or more of the following conditions exist:

a) Sprint **has no other requirement** for the facilities constructed at the customer's request.

b) The customer requests that service be furnished using a type of facility, or via a route, other than that which Sprint would otherwise utilize in furnishing the requested service.

c) The customer requests the construction of more facilities than required to satisfy the initial order for service; and submits a mutually agreed upon facility forecast.

d) The customer requests construction be expedited resulting in added cost to Sprint.

Q. Does Sprint charge its own customers for special construction in the same manner, at parity, that it is proposing to charge FDN?

A. Yes. The "Access Service Tariff" referenced above is used to determine when a customer ordering access services will be charged extra due to special construction. Sprint applies the same standards for determining when to charge

CLECs for making routine network modifications to provide access to unbundled loops and transport as it does for charging customers buying tariffed special access services.

Q. What are doublers and repeaters and why are they sometimes necessary?

A. Doublers and repeaters are devices that enable the provisioning of DS1 service on copper loops exceeding 12,000 feet in length and are necessary to fulfill orders from CLECs. Although the TRO mentions both doublers and repeaters, Sprint installs mostly doublers because they are compatible with digital subscriber line (DSL) services. By adding a doubler, the DS1 service can be extended on a copper loop to a distance of around 24,000 feet.

Q. Were doublers included in the monthly recurring and non-recurring rates for DS-1 loop and transport UNEs approved under Docket 990649B-TP?

A. No. As indicated above, doublers are not needed unless the copper portion of the loop exceeds 12,000 feet in length. The least-cost, forward-looking carrier serving area (CSA) design used for MRC development, reflects a cost in which the copper portion of the loop is designed to be shorter than 12,000 feet to eliminate the need for doublers; therefore, none of the material, engineering or installation cost of adding doublers was contemplated or included in either of Sprint's monthly recurring or non-recurring charges approved by the Florida PSC under Docket 990649B-TP.

Q. How does the reality of adding doublers and repeaters impact Sprint's ability to recover its costs?

A. In reality, Sprint has to go back into an existing network to convert bare copper into a DS1 service. If the copper loop involved is longer than 12,000 feet, a doubler is added. These costs are incurred for very small quantities of demand and at times for a single unit of demand as ordered by FDN in this case. This is the polar opposite of the assumptions behind Sprint's approved MRCs and NRCs in that a forward looking network eliminates the need for doublers and further, reflects a unit cost derived from facilities which are built to meet the total demand for all services using a single construction job. Consistent with its well established special construction policies, Sprint is not opposed to having to add doublers where there is sufficient demand for DS1 service over time to ensure cost recovery and will not charge CLECs anything extra for the installation of doublers in these situations. However, there are certain circumstances where doublers are installed that are not expected to generate sufficient demand over the life of the asset to achieve cost recovery. Those situations are known as "special construction". In paragraph 640 of the TRO the FCC states that the pricing rules allow an ILEC to recover its costs. To achieve cost recovery in limited situations where an exiting network has to be modified to provide services under special construction (as defined earlier), it is necessary for Sprint to charge CLECs for the installation of doublers (and repeaters) through NRCs.

Q. Has Sprint developed standard rates for the installation of repeaters and doublers under special construction?

A. Yes, Sprint has developed standard NRCs for the installation of repeaters and doublers which take into account the cost of material, engineering, and installation labor. These standard prices along with supporting work papers are attached as Exhibit JRD-1.

Q. What costing support does Sprint offer for its standard rates for the installation of doublers as shown on Exhibit JRD-1?

A. In addition to a Rate List, Exhibit JRD-1 also contains a "Study Calculations" work sheet and a "Work Activity Detail" support paper. The Work Activity Detail contains the results of an examination of all available work activities associated purely with the installation of repeaters/doublers in Sprint's network in Florida. The engineering and installation labor is summarized along with the number of repeater/doubler housings installed. As can be seen under the "Engineering Hours" column of the Work Activity Detail of Exhibit JRD-1, it took on average 13.85 hours of engineering time per doubler/repeater. Likewise, as can be seen under the "Installation Hours" column of the Work Activity Detail that it took on average 13.42 hours of installation labor to install each doubler/repeater.

Issue 49 What charges, if any, should apply to a request made by FDN to coordinate conversions after normal working hours, or on Saturdays, Sundays, or Sprint holidays?

Q. Has this issue been resolved by the parties?

A. Yes. It is my understanding that the parties have resolved this issue and it is no longer being disputed. To the extent this understanding is incorrect, Sprint reserves the right to file testimony addressing this issue.

Q. Does this conclude your direct testimony?

A. Yes.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

SPRINT-FLORDA, INCORPORATED

REBUTTAL TESTIMONY

OF

JIMMY R. DAVIS

Q. Please state your name, place of employment, position and business address.

A. My name is Jimmy R. Davis. I am employed by Sprint/United Management Company as a Senior Manager – Network Costing at 6450 Sprint Parkway, Overland Park, Kansas 66251. I am appearing in this proceeding on behalf of Sprint-Florida, Incorporated (hereafter referred to as "Sprint" or the "Company").

Q. Are you the same Jimmy R. Davis who previously filed direct testimony concerning issues related to cost?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. My rebuttal testimony responds to comments by FDN witness Smith and panel witnesses Ankum, Fischer and Morrision in direct testimony for this case as they relate to cost.

ISSUE 29. What rates, terms and conditions should apply to routine network modifications on UNE's available under this agreement?

Q. What is FDN's position on Issue 29?

A. Based on FDN witness Smith's direct testimony (page 12, line 12 through page 13, line 2), "FDN's position is that if Sprint would perform a particular network modification in the ordinary course for its own benefit, then FDN should not have to pay for that modification if FDN also benefited."

Q. What network modifications benefit Sprint?

A. Clearly network modifications placed in sufficient quantities to minimize cost **and** in locations where there is a viable demand for services benefit Sprint. Sprint does not charge CLECs (Competitive Local Exchange Company) anything beyond the Commission approved non-recurring and monthly recurring rates for UNEs when network modifications are made under these circumstances. Normally, even if a specific CLEC only uses the UNE for a short period of time, the demand for the facility is expected to be steady enough to result in either Sprint using the facility to serve its own end customers or for another CLEC to use it as a UNE. A steady demand for a facility is the key to that facility being a benefit to Sprint. There are situations however, when Sprint is asked to make network modifications to meet a specific need where a steady demand for the facility is in doubt. Without a steady demand for a facility, cost recovery for the facility cannot be achieved resulting in no benefit to Sprint. Sprint treats such requested modifications as "Special Construction" as explained in my direct testimony.

Q. How does Sprint determine when a CLEC request for a network modification gets treated as "special construction" resulting in extra charges?

A. As covered on pages 8 and 9 of my Direct testimony, Sprint uses criterion consistent with section E14.2.7 of its Florida PSC approved "Access Service Tariff" for the state of Florida as a benchmark to determine if a requested network modification should be treated as special construction. As discussed in my Direct testimony, special construction is required when suitable facilities are not available to meet a customer's order for service and one or more of the following conditions exist:

a) Sprint has no other requirement for the facilities constructed at the customer's request.

b) The customer requests that service be furnished using a type of facility, or via a route, other than that which Sprint would otherwise utilize in furnishing the requested service.

c) The customer requests the construction of more facilities than required to satisfy the initial order for service; and submits a mutually agreed upon facility forecast.

d) The customer requests construction be expedited resulting in added cost to Sprint.

It is important to note that network modifications made under the parameters of "Special Construction" are made at the CLEC's request to meet their specific need.

Facility modifications which meet conditions "a" and "c" above are constructed under conditions where Sprint could not use the facility to serve its own customers or to serve customers of other carriers due to a lack of demand. Modifications which meet condition "b" above would not be used by Sprint to serve its own customers or to serve customers of other carriers due their non-standard attributes. Rather Sprint would simply utilize available facilities constructed using Sprint standards because supporting systems and processes (e.g. spare card inventories) for using standard facilities are already in place. In short these facilities will only be used by the requesting CLEC; therefore, the cost recovery for providing these facilities must come from the requesting CLEC.

Q. What are some examples of network modifications requested by FDN that meet the criterion of special construction?

A. FDN has requested a price for a [redacted] This request meets the second criterion of special construction listed above because the [redacted] is a facility "other than that which Sprint would otherwise utilize in furnishing the requested service." Only facility modifications involving standard equipment will be used by Sprint to serve its end customers due to the need for minimizing related costs including technician training and spare card inventories for maintenance. Therefore, the costs of any non-standard equipment used by FDN must be recovered from FDN. In like manner, any facility placed on behalf of FDN that

cannot be used by Sprint to serve other customers due to a lack of demand must be recovered from FDN. The purpose of Sprint's proposed language concerning special construction is to compensate Sprint for making network modifications that will not be used by Sprint or other carriers.

LOOP MAKE-UP INFORMATION

Q. What other cost related issue did FDN Witness Smith discuss in his Direct Testimony?

A. On pages 14 and 15 of his direct testimony, witness Smith raises an issue concerning the need for information on which Sprint loops are served through remote terminals. This issue was raised by FDN roughly a week prior to the due date for direct testimony and is not identified as an issue by the Commission's Order establishing the procedural schedule for this case.

Q. Can FDN obtain information on which Sprint loops are served through remote terminals?

A. Yes. As covered in Sprint Witness Maple's rebuttal testimony, the information sought by FDN is consistent with what is required by the FCC to be included in a loop make-up (LMU) report. Sprint's proposed price list to FDN includes a Commission approved NRC for Loop Make-Up.

Q. Is Sprint's loop make-up report completely automated?

A. No. Sprint's loop make-up reporting process does involve manual steps for retrieving and reporting loop make-up information both internally and to CLECs.

Q. Has Sprint checked into the cost of developing a completely electronic loop make-up report for CLECs?

A. Yes. Sprint has determined that the cost of providing an automated means of reporting loop make-up information to CLECs would be approximately $500,000. Given a very low annual demand of only around 4,000 loop make-up reports from CLECs nationally, the cost for each loop make-up request if fully automated would exceed $55. Given the cost weighed against the low demand, Sprint does not believe that it would be cost effective to develop a complete electronic loop make-up reporting process.

Q. Is the manual portion of the process for creating a loop make-up report for CLECs the same is it is for creating a loop make-up report for use in provisioning services to Sprint's retail offerings.

A. Yes it is.

DISCONNECT CHARGES

Q. On page 21 line 21 of FDN's Direct Panel Testimony, the witnesses state that "When Sprint wins back an FDN customer, it charges FDN with a disconnection fee." Is this accurate?

A. No. The costs recovered through Sprint's Commission approved disconnect rates are not associated with Sprint winbacks from CLECs.

Q. When do Sprint's Commission approved disconnect rates apply?

A. Sprint's Commission approved disconnect rates apply when a CLEC sends Sprint a loop disconnect order. The receipt of the disconnect order triggers the billing of a disconnect NRC. The disconnect order triggers the removal of the cross connect (e.g. main frame jumper) between the UNE loop and the CLEC facility which is what the disconnect NRC is designed to recover. The disconnect order also triggers the discontinuance of the monthly recurring charge for the loop.

Q. Is it necessary for a CLEC to send Sprint a disconnect order when Sprint wins a customer back from them?

A. No. When Sprint wins back a customer from a CLEC, a "change" order is generated internally by Sprint. This change order triggers a cross connection between the Sprint owned loop and the Sprint owned network electronics (e.g. digital switch). As Sprint connects the loop back to its switch, the cross-connect between the UNE loop and the CLEC network is removed by default simply because a loop cannot be connected to two networks at once. The Sprint internal "change" order also triggers the discontinuance of the monthly recurring charge to the CLEC for the UNE loop. Therefore, there is no reason for a CLEC to send Sprint a disconnect order when Sprint wins a customer back from a CLEC. The same holds true in situations when one CLEC using UNE loops loses a customer

to another CLEC using UNE loops. The "winning" CLEC issues a change order which triggers the removal of the jumper from the losing CLEC's network and the discontinuance of the monthly recurring charge for the loop.

Q. When would it be necessary for a CLEC to issue a disconnect order?

A. A CLEC will likely want to discontinue paying for a loop when their end customer moves or when their end customer is lost to a facilities-based competitor not using UNE loops (e.g. a cable company) or to a wireless carrier. Therefore, it would be necessary for the CLEC to issue Sprint a disconnect order to serve as a trigger to remove the jumper between the UNE loop and the CLEC's network and to discontinue the billing of the monthly recurring charge for the UNE loop.

Q. On page 23, lines 10-12 of FDN's Direct Panel Testimony, the witnesses state that the "The FCC and other Commissions have found that the cost of disconnects should be assessed when the activity occurs and not upfront ...". Does Sprint apply its Commission approved disconnect NRCs up front?

A. Clearly no. As stated previously, the CLEC triggers the billing of a disconnect NRC by sending Sprint an order to have their UNE loop disconnected and the associated MRC discontinued; therefore, the charge is applied when the activity occurs as advocated by FDN.

Q. On page 22, lines 6-8 of it Direct Panel Testimony, FDN states that "In general, we recommend that the Commission reject any proposal to recover

in its charges to FDN the costs of discontinuing service to customers that have chosen to leave Sprint." Has Sprint proposed to recover cost related to losing customers to FDN?

A. No. For example, when Sprint loses a customer to a facilities based CLEC (not using UNE loops) or to a wireless carrier, no charges are levied against that carrier. In fact, Sprint does not charge any carrier for activities like removing a customer from its switch as mentioned on page 21, lines 19 – 20 in FDN's Direct Panel Testimony. Furthermore, such cost would be negligible for a carrier using digital switching technology due to the use of electronic interfaces.

Q. What other costs are incurred by a carrier when losing a customer to a competitor?

A. A carrier may incur a cost for porting out a number to a competitor. The level of cost would depend on what the losing carrier is asked to do by the wining carrier. For example, the industry standard method of porting a number is to use a 10-digit trigger. The use of 10-digit trigger is the most automated means of porting numbers and would therefore carry a minimal amount of cost due to the electronic interfaces used in digital switching technology. Sprint always uses 10-digit trigger when porting numbers in from other carriers.

Q. Does Sprint charge for porting numbers out when 10-digit trigger is used?

A. No. Sprint does not charge any carrier whether they use UNE loops or not for number porting when 10-digit trigger is used. Furthermore, none of the

Commission approved NRCs include any cost incurred by Sprint for porting numbers out using 10-digit trigger.

Q. What costs are included in Sprint's non-recurring charges to CLECs like FDN?

A. Sprint's Commission approved NRCs cover the costs of providing services including UNE loops to requesting CLECs like FDN. For example, Sprint's Commission approved UNE loop NRCs are associated with services that a CLEC either orders from Sprint or terminates with Sprint. Sprint's loop provisioning NRCs are charged when a CLEC sends in an order requesting a UNE loop. Sprint's disconnect NRCs are charged when a CLEC sends in an order to disconnect a UNE loop. These NRCs do not include costs associated with losing a customer to the winning carrier.

Q. In Sprint's view, is FDN entitled to recover any of its cost for losing a customer to Sprint from Sprint?

A. No because Sprint will not be ordering UNEs from FDN when a customer is won from them. Sprint owns the loop, the switch, and the jumper between them. The only thing Sprint may need from FDN is number porting. Sprint does not charge carriers anything for a simple request to port a number out using 10-digit trigger; therefore, Sprint does not expect to pay a carrier for number porting because Sprint always requests 10-digit trigger when porting in. Should the Commission however decide to allow FDN to recover costs associated with porting a number to

Sprint, Sprint will develop new rates and seek cost recovery for the use of a 10-digit trigger to port numbers to FDN.

In summary, costs associated with porting numbers using 10-digit trigger or removing customers from switches are not components of the Commission approved NRCs previously discussed.

Q. Does this conclude your rebuttal testimony?

A. Yes.

BEFORE THE PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

PETER SYWENKI

Q. Please state your name, title and business address.

A. My name is Peter Sywenki. I am Director – Regulatory Policy, for Sprint Corporation. My business address is 6450 Sprint Parkway, Overland Park, Kansas 66251.

Q. Please summarize your educational and professional background.

A. I hold Bachelor of Science degrees in Marketing and Finance from Elizabethtown College. I have worked in telecommunications industry for nearly 18 years. I started my career at United Telephone Company in Carlisle, Pennsylvania and have held various positions within Sprint with a wide array of responsibilities, including carrier settlements, cost separations and allocation, regulatory reporting, access rate development, interconnection agreement negotiation and arbitration, and public policy development and advocacy. In my current position, I am responsible for coordinating regulatory and legislative public policy on behalf of Sprint's wireless, incumbent LEC, competitive LEC, and Long Distance interests.

Q. Have you testified before any regulatory commissions?

A. Yes. I have provided testimony before the state commissions in

Missouri, Maryland. Yes. I have provided testimony before the state commissions in Missouri, Maryland, Nebraska, New York, Pennsylvania, Virginia, and Wyoming. In addition, I have appeared in NARUC and FCC proceedings.

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Sprint – Florida, Incorporated (hereafter referred to as "Sprint").

Q. What is the purpose of your Direct Testimony?

A. The purpose of my Direct Testimony is to address Sprint's positions regarding the following 5 outstanding issues:

ISSUE 5 How should "local traffic" be defined?

ISSUE 36 What terms should apply to establishing Points of Interconnection (POI)?

ISSUE 37 What are the appropriate terms for transport and termination compensation for:

(a) local traffic

(b) non-local traffic

(c) ISP-bound traffic?

ISSUE 38 What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homes (Virtual NXXs)?

ISSUE 39 What are the appropriate terms for compensation and costs of calls that are transmitted, in whole or in part, via the public Internet or a private IP network

Q. Please summarize your Direct Testimony?

A. In my Direct Testimony, I explain why Local Traffic must be defined as traffic that is originated and terminated within Sprint's local calling area or mandatory extended area service (EAS) area. In addition, I explain why Sprint's proposal ensures an efficient way for FDN and Sprint to establish points of interconnection (POIs). I also explain Sprint's proposed terms for transport and termination compensation for local, non-local, and ISP-bound traffic. In addition, I discuss why VNXX traffic is subject to access charges, not reciprocal compensation. Finally, I address why access charges should apply to non-local Voice-over-Internet-Protocol (VoIP) traffic.

Q. What is Sprint's main goal in this proceeding?

A. Sprint is seeking an interconnection agreement with FDN that will allow both parties to effectively compete and efficiently exchange traffic.

ISSUE 5 How should "local traffic" be defined?

Q. Please explain the local traffic definition issue dispute.

A. Sprint and FDN disagree how Local Traffic should be defined for the purposes of applying intercarrier compensation. It is Sprint's position that "Local Traffic" should be defined to include calls originating and terminating within Sprint's local calling area (including mandatory EAS areas). FDN wishes that all calls within a LATA be considered "local".

Q. What is Sprint's desired outcome for this issue?

A. Sprint desires that the Commission adopt Sprint's definition of local traffic. Specifically:

> 1.73 "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.

Q. Why is the definition of Local Traffic important?

A. This definition will be the basis for determining when reciprocal compensation applies to traffic exchanged between FDN and when access charges apply. Under today's rules, reciprocal compensation applies to the exchange of local traffic

whereas access charges apply to the origination and termination of long distance traffic. Because of the significant rate disparity between reciprocal compensation and access charges under the current intercarrier compensation regime, how "local" is defined will have a significant impact on how Sprint and FDN traffic is compensated. Specifically, if "local" is redefined and expanded to mean all traffic exchanged within a LATA, as FDN proposes, Sprint will be exposed to significant reductions in access revenue.

Q. How would expanding the definition of "Local Traffic" reduce Sprint's revenue?

A. Sprint's retail rates and intercarrier compensation rates are subject to incumbent LEC regulation. Specifically, the rates and rate structures are designed based on historical geographically defined calling areas subject to Commission regulation. If the local calling area boundary is redrawn as proposed by FDN, it will change the form of intercarrier compensation that applies to non-local calls today. Calls formerly subject to long distance intrastate access compensation would become subject to local reciprocal compensation. Because intrastate access rates are higher than reciprocal compensation rates and because intrastate access provides revenue for originating traffic whereas reciprocal compensation does not, redefining long distance calls as local calls would reduce the amount of intercarrier compensation revenue opportunity for Sprint. This is particularly significant in Florida because, under the interim universal service mechanism approved by the Commission, access charge revenues continue to provide

significant support for basic local service rates. Because Sprint, as an ILEC, is not permitted to adjust its regulated rates without Commission approval, it has no alternative opportunity to recover the loss of intercarrier compensation revenue caused by redrawing the local traffic boundary line.

Q. Is FDN harmed by Sprint's definition of Local Traffic?

A. No. Since both parties will be subject to the same designation for access and local traffic compensation, there is no competitive disparity between the parties. FDN will be able to collect access charges and reciprocal compensation on the same basis as Sprint and will pay reciprocal compensation and access charges on the same basis.

Q. Is Sprint dictating that FDN use the historical ILEC local calling area boundaries for purposes of its retail service offerings?

A. No. FDN is free to choose its own local calling area for purposes of its retail offering to its customers.

Q. Does FDN's proposal create competitive disparities?

A. Yes. Unlike FDN, Sprint as an ILEC is obligated to serve as "carrier-of-last resort" required to provide basic local service at rates strictly regulated by the Commission. The revenue Sprint would lose under FDN's proposal helps support Sprint's ability to meet this obligation. Because FDN has flexibility in choosing who to serve and at what price, it would not be impacted like Sprint would from a

change in intercarrier compensation. Moreover, FDN would gain an advantage over Sprint and other carriers that would still be subject to the existing ILEC local calling areas for determining compensation. For example, a long distance intraLATA call from an AT&T customer to a Sprint local customer would require AT&T to pay terminating access, but the exact same call from the same customer served by FDN would allow FDN avoid paying terminating access and instead pay the much lower reciprocal compensation rate.

Q. Is Sprint suggesting that the historical ILEC local calling area boundaries must forever be used to determine intercarrier compensation?

A. No. Sprint is a strong proponent of reforming intercarrier compensation to replace the current regulatory traffic distinctions between local and long distance compensation with a uniform compensation mechanism and to permit ILECs the opportunity to recover any lost access revenue from intercarrier compensation reform. However, until such reform is implemented, the existing ILEC local calling areas are the appropriate areas for distinguishing local from long distance traffic for intercarrier compensation purposes. Instead of competitively neutral reform, the FDN proposal to expand the definition of Local Traffic from the local calling area to an entire LATA solely for FDN, would create inappropriate competitive disparities and would put revenue that supports Sprint's carrier-of-last-resort obligations at risk. If there is a redrawing of the line that distinguishes local and long distance traffic, it should occur in a proceeding where the outcome

applies to all carriers and in which incumbent LECs are provided an opportunity to recover lost access revenue.

ISSUE 36 What terms should apply to establishing Points of Interconnection (POI)?

Q. Please explain the disagreement with regard to the POI locations.

A. FDN will not agree to Sprint's proposal to maintain one POI per LATA with a POI at each tandem where FDN terminates traffic, unless Sprint agrees to FDN's expanded definition of Local Traffic. In the absence of agreement on Local Traffic definition, it is unclear to Sprint what FDN's position is for establishing POIs.

Q. What is Sprint's proposal for this issue?

A. Sprint proposes to maintain a minimum of one POI per LATA with a POI at each Sprint tandem where FDN terminates traffic. Specifically:

> 54.2.1 Physical Point of Interconnection. Unless interconnecting with Sprint on an indirect basis subject to Section 60, CLEC must establish a minimum of one Physical POI within each LATA, at any technically feasible point on Sprint's network. To the extent CLEC terminates traffic to Sprint end-users served by different tandems, CLEC must interconnect at each tandem where it terminates traffic.

Q. What is a POI?

A. A Point of Interconnection (POI) is a physical network location point designating where carrier networks interconnect for the mutual exchange of traffic. The POI establishes the point on Sprint's network where FDN's interconnection facilities must connect.

Q. Please explain the rationale behind Sprint's POI proposal.

A. Sprint's proposal to maintain a minimum of one POI per LATA with a POI at each Sprint tandem is necessary in order to avoid unnecessary "double-tandeming."

Q. What do you mean by "double-tandeming"?

A. Double-tandeming occurs when calls pass through two tandem switches on route to their final destination. For example, a call destined for a customer served by end office A which subtends tandem A is dropped off at tandem B. A call to this customer would enter a trunk port into tandem B, get tandem switched, exit a trunk port onto a trunk headed for tandem A, enter a trunk port on tandem A, get tandem switched again, exits a trunk port onto a trunk headed for end office A where it is switched onto the end user's loop for completion. Establishing a POI at tandem A and tandem B would eliminate the need for two tandem B trunk ports and would eliminate tandem switching at tandem B.

ISSUE 37 What are the appropriate terms for transport and termination compensation for:

(a) local traffic

(b) non-local traffic

(c) ISP-bound traffic?

Q. Please discuss the transport and termination compensation issue.

A. Sprint and FDN disagree about the terms and compensation for transport and termination of (a) local traffic, (b) non-local traffic, and (c) ISP-bound traffic. The parties have conceptually agreed to bill and keep for reciprocal compensation for Local Traffic and ISP-Bound Traffic. However, the parties disagree as to which traffic fits into the reciprocal compensation category.

Q. What is Sprint's proposal for this issue?

A. Sprint's proposal is to exchange Local Traffic and ISP-Bound Traffic on a Bill and Keep basis when that traffic is roughly in-balance and tariffed access charges to apply to long distance traffic. Specifically Sprint has proposed the following language:

> 55.2 Compensation for Local Traffic Transport and Termination. The parties agree to "Bill and Keep" for the mutual intercarrier compensation mechanism for the termination of Local Traffic and ISP-Bound Traffic that originates on the network of one Party and terminates on the network of the other Party. Under Bill and Keep, each party retains the revenues it

receives from end user customers and neither Party pays the other Party for terminating the traffic which is subject to the Bill and Keep arrangement.

55.2.1 The "Bill and Keep" arrangement is applicable if terminating traffic between the Parties is balanced within 10%. The Parties agree to cooperate on traffic studies and share results of such studies upon request of the other Party in order to detect an out of balance condition. Should a traffic study indicate an out of balance condition, the Parties shall begin to pay reciprocal compensation to each other, retroactive to the start of the traffic study.

Q. What is the nature of FDN's dispute with Sprint on this issue?

A. As discussed above, it appears that the dispute is not necessarily with the intercarrier compensation rates, but rather the dispute centers on the traffic to which the rates apply. FDN wants local reciprocal compensation to apply to intraLATA long distance calls. Furthermore, FDN apparently does not want access charges to apply to long distance VoIP and VNXX calls.

Q. What is Sprint's position on this issue?

A. Sprint's position is very simple. Intercarrier compensation is based on the originating and terminating end points of the call. Calls originating and terminating within the local calling area are subject to bill and keep (or to reciprocal compensation if the traffic is out of balance). Calls that do not

originate and terminate within the local calling area are subject to access charge tariffs. This is true whether the traffic is VoIP or non-VoIP, VNXX or non-VNXX.

ISSUE 38 What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homes (Virtual NXXs)?

Q. Please explain the disagreement regarding the use of virtual NXX to terminate calls outside the local calling area of the originating end user..

A. FDN and Sprint disagree about the appropriate compensation for call terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed.

Q. What is Sprint's desired outcome for this issue?

A. VNXX traffic should be subject to long distance access charges. Specifically:

> 55.4 Calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs), are not local calls for purposes of intercarrier compensation and access charges shall apply. For Sprint-originated traffic terminated to CLEC's Virtual NXXs, Sprint shall not be obligated to pay reciprocal compensation, including any shared interconnection facility costs, for such traffic.

Q. Please describe this issue.

A. A virtual NXX or VNXX occurs when a telephone number NPA-NXX associated within the geographic local calling area is assigned to a customer who is not physically located in the local calling area. Use of VNXXs is very typical by CLECs serving dial-up internet service providers. While Sprint does not oppose use of a VNXX by a CLEC to allow retail end users to dial-up the internet without incurring toll charges, for intercarrier compensation purposes the form of compensation is based on the geographic end points of the call. With regard to VNXX calls, since the originating customer and terminating customer are not located within the local calling area, VNXX calls are not local calls and not subject to reciprocal compensation. The CLEC is an interexchange carrier for VNXX calls and originating access charges apply to these long distance calls. The Commission's Order No. PSC-02-1248-FOF-TP, issued September 10, 2002 in Docket No. 000075-TP, addressing reciprocal compensation issues, supports Sprint's position. In ruling on the appropriate intercarrier compensation for virtual NXX traffic, the Commission stated ""We find that calls terminated to end-users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation; therefore, we find that carriers are not obligated to pay reciprocal compensation for this traffic."

ISSUE 39 What are the appropriate terms for compensation and costs of calls that are transmitted, in whole or in part, via the public Internet or a private IP network

Q. Please describe the nature of the dispute on this issue.

A. FDN and Sprint disagree about the appropriate compensation for voice calls that are transmitted in whole or in part via the public internet or a private IP network (VoIP).

Q. What is Sprint's proposal for this issue?

A. Sprint's proposal is that intercarrier compensation for VoIP traffic be the same as compensation for non-VoIP traffic. Specifically, Sprint initially proposed the following language:

> 55.5 Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).

As an alternative, if FDN is not seeking to terminate interexchange VoIP traffic at this time, Sprint proposed the following language to be contained in the interconnection agreement:

> 55.5 Neither Party will knowingly send voice calls that are transmitted by a Party or for a Party at that Party's request, at any point, in whole or in part, via the public Internet or a private IP network over local interconnection trunks for termination as local traffic by the other Party, nor shall either Party engage a third party for the purpose of sending such calls where the Party has actual knowledge that the third party shall do so,

until a mutually agreed Amendment is effective. Except that either Party may send the other VoIP traffic that is also Local Traffic based on the originating and terminating geographical locations prior to executing such amendment. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation in lieu of intrastate or interstate access. By entering into this Agreement, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

Q. Please explain Sprint's position on this issue.

A. It is Sprint's position that VoIP traffic should not be afforded special intercarrier compensation treatment. Intercarrier compensation should be the same for VoIP traffic that uses Sprint's circuit switched network the same way non-VoIP traffic uses Sprint's circuit switched network. Otherwise, Sprint is exposed to the damaging erosion of access revenue that today supports local service and carrier-of-last-resort obligations. Additionally, special treatment for VoIP traffic provides an artificial regulatory advantage over carriers using non-VoIP technology. As I mentioned earlier in my testimony, Sprint is not trying to prop up the antiquated intercarrier compensation regimes. Sprint strongly supports intercarrier compensation reform. Competition and new technologies (such as

VoIP) expose problems with the current intercarrier compensation and universal service regulations. However, truly uniform and competitively-neutral reform must apply rule changes to all carriers and all forms of traffic. Permitting VoIP to have special treatment over non-VoIP with respect to intercarrier compensation is not competitively-neutral and threatens universal service public policy goals.

Q. Please summarize your Direct Testimony.

A. Sprint seeks an interconnection agreement that will allow both parties to interconnect and exchange traffic and compete effectively. In my direct testimony, I have described Sprint's position on interconnection and intercarrier compensation issues. The Commission should adopt Sprint's proposed language to appropriately define Local Traffic, to establish efficient points of interconnection, and to ensure proper compensation for all forms of traffic.

Q. Does this conclude your testimony?

A. Yes.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

PETER SYWENKI

DOCKET NO. 041464-TP

SECTION I - INTRODUCTION

Q. Please state your name, title and business address.

A. My name is Peter Sywenki. I am Director – Regulatory Policy, for Sprint Corporation. My business address is 6450 Sprint Parkway, Overland Park, Kansas 66251.

Q. Are you the same Peter Sywenki that filed direct testimony in this proceeding on May 9, 2005?

A. Yes.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to address the direct testimony of FDN Witness Kevin P. Smith with respect to the following issues: Issue No. 5 Definition of Local Traffic, and Issues 35 through 39 Interconnection and Intercarrier Compensation. Specifically, I address Mr. Smith's erroneous and unsupported contention that Sprint's access charges are a competitive barrier for FDN, I address his erroneous and unsupported contention that FDN be permitted a

different intercarrier compensation scheme than other carriers, and I explain why his reference to an intercarrier compensation agreement between FDN and BellSouth provides no basis for determining intercarrier compensation between FDN and Sprint. In addition, I address Mr. Smith's contentions regarding the establishment of interconnection points and intercarrier compensation for VNXX and VoIP traffic. The Commission should adopt Sprint's contract provisions to ensure appropriate intercarrier compensation based on the existing definitions of local and long distance traffic and to ensure efficient establishment of interconnection points.

SECTION II – DISCUSSION OF UNRESOLVED ISSUES IN FDN's DIRECT TESTIMONY

Q. In his testimony, Mr. Smith complains about the level of competition in Sprint territory. Do you agree with his complaint?

A. No. Mr. Smith's own testimony shows that competition is rapidly expanding in Sprint's territory. In his reference to the last PSC competition report, he shows that CLEC market share in Sprint's territory has doubled in just two years (Smith at page 5, lines 1-4). A cursory review of current facts readily demonstrates that competition is indeed taking a firm hold and is rapidly expanding in Sprint's territory. For example, in spite of the fact that there have been 74,000 residential housing starts in Sprint's territory over the past year, Sprint experienced a reduction in residential access lines of nearly [redacted] lines, approximately [redacted]

lines lost per day, over this period. For 2005, through May Sprint has lost nearly [redacted] residential lines, an average of [redacted] lines per day. And, for the first 19 days of June, Sprint is experiencing an average loss of [redacted] lines per day. Moreover, line losses do not capture the impact of losses from competitive long distance service substitution. In addition to the loss of long distance and access revenue when Sprint loses a line to a competitor, the popularity of wireless, email, instant messaging, and other forms of internet and long distance communication have all contributed to the rapid erosion of long distance and switched access minutes and revenue. Even if a customer maintains a line with Sprint, customers have many choices and are exercising these choices for their long distance communications needs. Despite ongoing, significant reductions in long distance rates which would tend to stimulate usage, Sprint's originating intrastate switched access minutes have declined by nearly [redacted] since 2001 in Florida. These numbers clearly show that long distance is fully competitive and the line loss data shows that local competition is rapidly expanding. Finally, Mr. Smith's comparison of the level of competition in Sprint territory to that found in BellSouth territory is of no value. Sprint's service territory is much more rural than BellSouth's. In the words of FDN's witness, "Sprint does not serve as many large urban centers as does BellSouth" and "in the intial phases of competition, at least, the influx of CLECs focused on larger urban areas." (Smith at page 5, lines 14-16). Given these obvious and undisputed differences between Sprint and BellSouth service territories, FDN's comparison is meaningless. Despite FDN's attempt to downplay the level of competition in Sprint territory, the evidence

clearly demonstrate that competition in Sprint territory is robust and rapidly expanding.

Q. How do you respond to FDN's contention that high access charges are a competitive barrier?

A. I disagree. First of all, the growth of competition in Sprint's territory shown above belies FDN's assertion that Sprint's access charges are a competitive barrier. In fact, high access charges and other implicit subsidies actually provide competitive advantages to new entrants because they can concentrate on serving high volume users and consumers of non-basic services that generate disproportionately greater amounts of access revenue and other subsidies. Moreover, access charges are not a competitive barrier because both new entrants and incumbents are entitled to assess the same access charges. The competitive barrier for new entrants is low prices for basic local residential service, and it would appear that FDN is not interested in providing this service anyway. FDN's website shows two offers of residential service, "FDN Rez Pac" for $29.99 per month and "FDN Rez Pac Plus" for $33.99 per month. Both offers are bundles that require the customer to take several features and include long distance service. There are no offers on the website for standalone basic local service and based on a call to FDN customer service, "FDN Rez Pac" is their lowest price residential service. Unless FDN wishes to serve customers that only take basic local service, the current access and local rate structure present no competitive barrier to FDN.

Q. Has the Commission already addressed the issue of whether intrastate access charges present a barrier to competition?

A. Yes. As the Commission has already found, permitting incumbents to increase basic local residential rates "will make the residential market more economically attractive for CLECs, which should lead to an increase in choice of providers. This will be accomplished by increasing in the short term the rate at which residential services can be offered by competitors, leading to increased profit margins for CLECs serving residential customers." (FL PSC Order No. PSC-03-1469-FOF-TL Dockets Nos. 030867-TL, 030868-TL, 030869-TL, 030961-TI, Page 28). Obviously, the Commission correctly understands that a competitive barrier caused by the current regulatory rate structure exists in the residential market for basic local services and the Commission correctly understands that the cause is low incumbent rates for basic local service and that the remedy is increased incumbent rates for basic local residential service. In order to eliminate implicit subsidies, both the Florida legislature and the Commission have taken reform steps and as I indicated in direct testimony, Sprint has consistently supported reform efforts in Florida and at the federal level. Consistent with Florida law, Sprint filed and the Commission approved a rate rebalancing petition that would allow Sprint to significantly lower Sprint's intrastate access charges while simultaneously increasing basic local rates on a revenue neutral basis. This is the appropriate approach and the Commission should reject FDN's incorrect assertions about access charges.

Q. Is FDN's proposal for defining local traffic competitively-neutral?

A. No. FDN is not looking to lower a barrier to competition as it implies, nor is its proposal competitively-neutral. FDN is looking for discriminatory treatment in inter-carrier compensation. It wants its intraLATA long distance traffic to be subject to lower reciprocal compensation rates while all other carriers are subject to access charges for this traffic. FDN does not even attempt to hide the fact that it wants discriminatory treatment, stating "the issue FDN presents is within the context of a specific arbitration between two carriers, not a rule case." FDN fails to provide any coherent rationale why it should be afforded discriminatory treatment and essentially admits its proposal would provide FDN an advantage over other carriers. (Smith at page 7, lines 8-19) The Commission has already rejected FDN's discriminatory proposal to define local traffic as LATA-wide, stating, "A LATA-wide wholesale calling regime appears to discriminate against IXCs. While ALECs and ILECs would exchange all traffic in a LATA at reciprocal compensation rates, IXCs would continue to pay originating and terminating access charges for carrying traffic over some of the same routes." (In re: Investigation into appropriate methods to compensate carriers for the exchange of traffic subject to Section 251 of the Telecommunications Act of 1996, Docket No. 000075-TP (Phases II and IIA), Order No. PSC-02-1248-FOF-TP, ISSUED: September 10, 2002, Page 52). Moreover, FDN's proposal for LATA-wide local calling in the context of this arbitration is even more discriminatory because it would not only discriminate against IXCs which was a reason for the Commission's rejection, but it would also discriminate against other CLECs that are not a party to this arbitration and would, therefore, continue to be subject to

access charges. The Commission should again reject FDN's discriminatory proposal and adopt Sprint's competitively-neutral proposal to use the same definition of local traffic that applies to all carriers.

Q. FDN references interconnection terms it has with BellSouth whereby the parties agree to reciprocal compensation for calls over local trunks within the LATA. Should the Commission consider this relevant?

A. No. I have not seen the referenced terms, so I can't speak to the specifics of that agreement. Also, it would not be appropriate to consider just one provision from another contract without an understanding of all of the puts and takes that went into the entirety of the contract. Regardless, there are a number of fundamental differences between BellSouth and Sprint that would make such a compensation arrangement between FDN and BellSouth irrelevant to traffic exchange and compensation between FDN and BellSouth. First, as FDN recognizes, Sprint's intrastate access rates are higher than BellSouth's rates (Smith at page 4, lines 6-7) because Sprint's service territory is more costly to serve than BellSouth's service territory since Sprint does not serve as many large urban centers as BellSouth (Smith at page 5, line 14-15). Therefore, Sprint is more heavily reliant on support from access charges than is BellSouth. Second, BellSouth's local calling scopes are larger than Sprint's and FDN likely has more customers residing within BellSouth's local calling scopes than it has residing within Sprint's local calling scopes. This means that if there were LATA-wide calling, a greater proportion of traffic exchanged between FDN and BellSouth is going to be

within BellSouth's local calling area than is the case for traffic exchanged between Sprint and FDN. In summary, BellSouth would not face the same exposure to reduced access revenue under a LATA-wide-local compensation scheme as Sprint faces. Due to these fundamental differences, any compensation arrangement between BellSouth and FDN should have no bearing on intercarrier-compensation between FDN and Sprint. Again, if the Commission thought that LATA-wide was the right basis for determining inter-carrier compensation for all carriers, it would have adopted that in its generic proceeding. The Commission correctly rejected LATA-wide in the generic proceeding and it should reject it in this arbitration as well.

Q. How do you respond to the FDN statement that "the local toll calling areas established by an ILEC are artificial boundaries."?

A. The existing Commission-approved boundaries that delineate long distance calls subject to access charges from local calls subject to reciprocal compensation form the basis of Sprint's regulated retail and wholesale rate structure. The existing Commission-approved distinction between local and long distance calls is based on boundaries that have been established with regard to Sprint's historical regulated service territory and under the oversight of the Commission. If FDN wishes to negatively portray the existing Commission-approved boundaries as "artificial" because they are, at least in part, a product of regulation, the boundaries that FDN suggests (i.e., LATAs) are certainly every bit as "artificial" because LATA lines are entirely a government creation. Moreover, using FDN

"logic", if we're going to redraw the boundary lines for determining when access applies and when reciprocal compensation applies, instead of using the artificial LATA lines, why not use state lines? Why stop there? We might as well use the domestic US borders, or North America, or even the entire planet. Ultimately, it probably makes sense to eliminate all traffic distinctions for the purposes of inter-carrier compensation. The FCC has a proposed rulemaking underway that is exploring proposals to eliminate traffic distinctions and to create a uniform system of inter-carrier compensation, interconnection, and universal service which would eliminate this issue altogether. However, in the meantime until such reform is complete, FDN's proposal to use its proposed artificial boundaries solely for the traffic it exchanges with Sprint should be rejected because it creates discrimination problems, universal service support erosion problems, and necessitates billing system modifications for the benefit of one carrier. Until such reform is completed, continuing to use the existing, commission-approved boundaries as Sprint proposes will ensure competitive-neutrality among carriers and will not threaten the erosion of universal service support. The Commission should reject FDNs attempt to redraw the intercarrier compensation boundary line in this arbitration.

Q. Please respond to the statement that "FDN does not believe Sprint is somehow entitled to [access] revenue from FDN and its customers" on intraLATA long distance calls.

A. Sprint is entitled to access charge revenue for intraLATA long distance calls just as FDN is entitled to access charges for such calls.

Q. Please comment on FDN's insistence on tying the establishment of interconnection points to the definition of local traffic.

A. These are separate and distinct issues. The definition of local traffic for purposes of determining the appropriate form of intercarrier compensation, reciprocal compensation or access charges, is based on the geographic originating and terminating points of the call. This is the case regardless of the location or number of interconnection points connecting the FDN and Sprint network. With respect to the establishment of interconnection points, in order to avoid unnecessary, duplicative tandem switching and additional transport costs, FDN should establish interconnection trunking to each tandem to which FDN will be exchanging traffic with customers served by the end offices that subtend those tandems. Sprint's proposal for tandem interconnection is reasonable because it provides a reasonable allotment of transport obligations between Sprint and FDN. Tandem interconnections are the most highly utilized form of interconnection in the industry today because tandems are traffic aggregation points. Moreover, Sprint's tandem interconnection proposal is reasonable because it provides FDN parity with Sprint since Sprint does not use tandem-to-tandem routes for its own local traffic. Sprint's interconnection proposal is appropriate regardless of the definition of local traffic.

Q. FDN states that its concern about VNXX is a lack of reciprocity. How do you respond?

A. VNXX is typically used by CLECs to allow customers to dial-up a distant ISP using a local dialing pattern. The use of a VNXX is not part of Sprint's business. To the extent FDN uses VNXX, Sprint's proposed language is consistent with the Commission's rulings that such calls are not local calls and are not subject to reciprocal compensation.

Q. FDN suggests that the Commission should defer resolution on the treatment of VoIP traffic. How do you respond?

A. The Commission should reject this "do nothing" suggestion because it will increase Sprint's exposure to access arbitrage, it will lead to further dispute and litigation, and it is not competitively-neutral. If left unresolved, FDN will unilaterally determine that its VoIP traffic is not subject to access charges. A better course of action would be to resolve this issue by ruling that both VoIP and non-VoIP traffic be treated the same for intercarrier compensation purposes. This approach would ensure competitive neutrality among technologies and carriers, would avoid regulatory arbitrage, and, assuming compliance with the ruling, avoid costly disputes and litigation.

Q. Does this conclude your testimony?

A. Yes.

Q. Please state your name and address.

A. My name is Kevin P. Smith. My business address is 2301 Lucien Way, Suite 200, Maitland, Florida, 32751.

Q. Who do you work for?

A. I am Vice President of Marketing for FDN Communications ("FDN").

Q. What are your responsibilities as Vice President of Marketing for FDN?

A. My department is responsible for overseeing all of FDN's product development and management, corporate communications, training, ordering compliance (orders for end user services between FDN and other carriers), and advertising/PR efforts. Within the scope of the product management function my group has responsibility for product pricing and gross margin as well as determining what product will be available in what areas of the state. My department is also responsible for filing FDN's tariffs at the State and Federal level.

Q. Please describe your work experience in the telecommunications sector.

A. Prior to joining FDN in 1999, I served as a technical consultant for AT&T Local Service in Ft Lauderdale, FL. I joined FDN in February of 1999 as a sales engineer in the Ft Lauderdale office. Then, in January 2000, I opened the Miami market with FDN serving as the city sales manager. In August 2001 I was appointed Director of Marketing for FDN, and then I was promoted to Vice President of Marketing in February 2005.

Q. Have you previously testified in a regulatory proceeding before a state utility commission, the FCC or a hearing officer?

A. No, I have not.

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

A. I will testify in support of FDN's positions on several of the Issues remaining in this proceeding. I will address to some degree FDN's positions or concerns on Issues Nos. 5 (definition of local traffic), 21 (resale of Sprint contract arrangements), parts of 22 (TRO and TRRO implementation), as explained below, 25 (sub loop access), 27 (combinations/commingling), 29 (network modifications), 35 – 39 (all relating to interconnection and intercarrier compensation), and one other matter not specifically identified as an issue in the tentative issue list, which concerns pre-ordering.

Some of the issues which are still open, FDN considers to be mostly legal or involving issues of the proper interpretation of FCC rules or orders and, therefore, FDN may not address those issues in testimony. At the present time, issues in this category are the following: certain aspects of Issues Nos. 22 (TRO and TRRO implementation), as explained below, 23 (self-certifying UNEs), and 24 (UNEs with meaningful amount of local traffic).

As a preliminary matter, FDN believes that all of the parties' specific proposals, the points of agreement and disagreement and the draft interconnection agreement may not be totally developed at this time --

although much more so than when issues were tentatively identified. As the Commission is aware, Sprint's petition was filed listing only broad areas of disagreement and without listing specific issues in dispute, because at that time of those filings the parties were not far along in negotiating from a more current Sprint template. The issues identified in the Order Establishing Procedure were based on draft agreements and proposals that the parties were working from prior to that point in time. The negotiation process was not then complete (and still is not). Since the Order Establishing Procedures, negotiations have been on-going and the parties have eliminated about 45 issues. Indeed, on the eve of filing this testimony, the parties were still negotiating significant portions of the agreement and numerous issues were still open, with proposed language pending review by one side or the other. Under these circumstances, FDN reserves its right to make such supplemental filings, including supplementing this testimony, if FDN believes it is necessary to do so.

ISSUE NO. 5 (HOW SHOULD LOCAL TRAFFIC BE DEFINED?)

Q. How should "local traffic" be defined, for purposes of determining the applicability of intercarrier compensation?

A. The local calling area for purposes of intercarrier compensation should be defined as the LATA, provided FDN accepts the responsibility for carrying its local traffic at least as far as the Sprint tandem serving the end user customer.

Q. Explain why FDN supports this proposal?

A. Carriers pay one another reciprocal compensation for local calls and intrastate access for toll calls. The chief reason FDN supports this proposal is that an ILECs' local toll areas are artificial retail pricing boundaries and should not dictate whether a call is local or intrastate access for intercarrier compensation purposes. The cost for intrastate access in Florida is prohibitively high. Of the three major Florida ILECs, Sprint's intrastate access rates are the highest. FDN believes that the cost to the originating carrier for terminating intrastate access calls severely inhibit the originating carrier from lowering retail prices for all intraLATA calls on a widely-available basis or puts that originating carrier in a position of offering a product that is fiscally unsustainable. In any event, intercarrier compensation schemes that rely on the ILEC's retail local serving areas inhibit price competition for retail intraLATA services. FDN maintains that if the competitive barrier of high intrastate access charges is brought down, consumers would benefit greatly from a better array of calling plans in the LATA. FDN's proposal would spur much needed price competition in Sprint territory for such services, to the benefit of end users who could see dramatic price reductions for intraLATA calls. Further, FDN's proposal would also have the benefit of promoting facilities based competition.

Q. You mentioned much-needed price competition in Sprint territory. What do the Florida PSC Competition Reports say about competition in Sprint territory?

A. As of the last PSC report, CLEC market share in Sprint territory is still in single digits, just 8%. The year before, CLEC market share in Sprint territory was at 6%. The year before that, CLEC market share in Sprint territory was at 4%. The PSC reports reflect that wireline competition in Sprint territory is not at a desirable level for Florida consumers, and nowhere close to what it is in BellSouth territory. FDN believes its proposal for an expanded local calling area would improve wireline competition in Sprint territory. With other regulatory changes in the offing (i.e. the elimination of UNE-P), FDN believes that the Commission may be looking at a scenario where wireline competition actually decreases if the Commission does nothing.

Q. Why do you believe wireline competition in Sprint territory in Florida has lagged far behind competition in BellSouth territory in Florida?

A. I think that there are a few basic reasons. Certainly, Sprint does not serve as many large urban centers as does BellSouth. In the initial phases of competition, at least, the influx of CLECs focused on larger urban areas. That initial phase of competitive deployment, however, is now over, and Sprint does serve what have been for the last few years some of the fastest growing areas of the state. And yet, wireline competition is still at a crawl in Sprint territory.

Geography aside, there are a few factors which I believe persist in deterring facility-based wireline competition in Sprint territory. The access charge barrier I discuss in my testimony is one. FDN and BellSouth have

interconnection terms whereby the parties agree to reciprocal compensation for calls terminated over local trunks within the LATA, and in South Florida FDN offers expanded area calling. I also believe that the prohibitively high UNE rates which the PSC had approved for Sprint is another reason. FDN is arbitrating Sprint's UNE rates in this proceeding. Further, Sprint has ordering and provisioning processes which are not as efficient as those of other Florida ILECs. The bottom line is that wireline competition in Sprint territory is at a less than desirable level -- a level which is not conducive to consumer choice.

Q. What is your understanding of the disposition of the Commission's determination in the generic proceeding (Docket No. 000075) which addressed several issues regarding local calling areas and intercarrier compensation?

A. My understanding is that the Commission attempted to create a default rule whereby the originating carrier's local calling area would govern. So, if the parties could not reach agreement on local calling area for intercarrier compensation purposes, this default rule would govern. It is apparent that the Commission recognized the barrier posed by intrastate access and that the Commission considered it desirable to promote consumer choice for different calling plans. However, the Florida Supreme Court overturned the Commission's decision because there was no record evidence regarding the competitive neutrality of the default the Commission favored. After the

appeal, the Commission decided to close the docket without a rule on local calling areas.

Q. Is FDN's proposal in this case competitively neutral?

A. I do not address whether the Commission need make such a finding. FDN's proposal is not the same as the originating carrier proposal, and the issue FDN presents is in the context of a specific arbitration between two carriers, not a rule case.

At a high level, I understand the ILEC argument about competitive neutrality to be the following. If a CLEC has an expanded calling area for intercarrier purposes, the CLEC has an advantage over IXCs because the IXC must still pay access charges for calls in the LATA. I think comparing the CLEC and IXC this way is an apples and oranges sort of comparison to start with. Typically, the CLEC directly interconnects with the ILEC through local interconnection trunks where each party terminates the other's traffic as part of a reciprocal relationship. The IXC, on the other hand, only uses local termination as an input to other types of calling services. Thus, both the economics and relationships are quite different. Further, an IXC could certainly become a CLEC and negotiate terms for local interconnection if it chose to do so and most are.

As I mentioned earlier, FDN and BellSouth have interconnection terms whereby the parties agree to reciprocal compensation for calls over local trunks within the LATA. Certainly, if there were legitimate legal

concerns about competitive neutrality or discrimination, BellSouth would not have agreed to this arrangement.

I also note that the days of the independent IXC offering stand-alone intraLATA services appear to be dwindling. The market pressures for bundled (local, toll, internet) services are a market reality. IXC-only offerings have been rapidly losing market share.

Q. Why does FDN propose the condition that FDN, as the originating carrier, would bear responsibility to deliver calls at least as far as the ILEC tandem serving the end user?

A. This call hand-off condition is an attempt at minimizing controversy over cost and call routing and delivery issues when making the LATA the local calling area and an attempt at promoting facilities based competition with the intraLATA retail price competition.

Q. Under FDN's proposal, under what circumstances would access charges apply for calls within the LATA?

A. Access charges would apply for intraLATA calls if FDN did not establish physical points of interconnection at all tandems in a given LATA. I think this can be done on a LATA-by-LATA approach, but does not have to be.

Q. Why have the parties not been able to successfully negotiate this issue to resolution?

A. FDN has been unwilling to capitulate on this issue for several reasons. First, it is FDN's adamant belief that the local toll calling areas established by an ILEC are artificial boundaries. Next, there is precedent for FDN's

proposal in the state, and the arrangement carriers like FDN have with BellSouth is such a precedent. Further, FDN's proposed obligation to transport its traffic to the serving tandem ensures facility based competition would be promoted. Finally, FDN believes that it proposal will foster competition and provide a viable alternative for the consumer, as various calling plans could be made more widely available in Sprint territory, where a boost to facilities based competition is clearly needed.

Although Sprint will have to speak for itself, I think Sprint's primary, if not its sole, resistance to this change is that Sprint believes that it is absolutely entitled to the stream of revenues it derives from intrastate access on calls in the LATA and that Sprint has no means of recovering that stream of revenue from other sources. In the generic reciprocal compensation case, Sprint alleged it needed all intrastate access funds to enable Sprint to fulfill universal service obligations. FDN does not believe Sprint is somehow entitled to this revenue from FDN and its customers.

ISSUE NO. 21 (RESALE OF SPRINT CONTRACT SERVICE ARRANGEMENTS)

Q. What is the parties' dispute regarding this issue?

A. At the time of this testimony, this issue was open for Sprint to consider an FDN proposal. FDN's position is that if FDN elects to resale Sprint service (pursuant to Section 251(b)(1) of the Act) to an end user under a contract or promotion, Sprint should not (as Sprint proposes) simply terminate its agreement with the end user, assess the end user any applicable termination

charges, and then resell to FDN what amounts to a brand new contract or promotion for that end user. FDN believes that this arrangement defeats the idea of reselling an existing service. If an end user is subject to a sizeable termination liability it's difficult to see how the economics would work for FDN or the end user for FDN to resell an agreement as Sprint proposes. FDN should be able to resell Sprint's services without end users incurring termination penalties. Sprint's response to FDN's proposal for resolving this is pending, so FDN may file supplemental information on this issue.

ISSUE NO. 22 (TRO and TRRO IMPLEMENTATION)

Q. What are the parties' disputes regarding this issue?

A. My understanding is that there are three parts of this issue which are yet to be resolved as of the date of this testimony: (a) The question of whether the TRRO's limitation of 10 DS-1 transport circuits should be applied to all routes where DS1 transport is available on an unbundled basis or only to those where DS3 transport is unavailable on an unbundled basis. I do not address this question in my testimony, since it is primarily a question of interpreting the TRRO. However, FDN disagrees with Sprint's interpretation and reserves the right to address in later testimony, if need be, and in its brief. (b) A question of which wire centers should be on the list of unimpaired Tier I and Tier II wire centers in Sprint territory. (c) The question of how the parties handle disputes in cases where after execution of the interconnection agreement Sprint identifies a wire center it wishes to add to the list of unimpaired Tier I and Tier II wire centers.

With regard to subpart (b), Sprint has not yet provided FDN with the data supporting the wire centers Sprint believes meet the unimpaired standards for transport in the TRRO. (None of Sprints wire centers are unimpaired for high capacity loops.) Until Sprint provides this information, FDN is not in a position to agree or disagree with Sprint's assessment.

With regard to subpart (c), FDN has made compromise proposals which Sprint is considering. For the time being, however, FDN maintains that it should have the right to pursue dispute resolution for any subsequent Sprint attempt to add to the unimpaired wire center list, and Sprint should have to provide UNEs from that wire center pending resolution of the dispute. FDN is willing to self-certify eligibility under such circumstances pending resolution of the dispute, but the UNE should be available until the dispute is resolved.

ISSUE NO. 23 (SELF-CERTIFYING UNES) & ISSUE NO. 24 (MEANINGFUL AMOUNT OF LOCAL TRAFFIC)

Q. What are the parties' disputes regarding these issues?

A. My understanding is that the dispute regarding these issues stem from Sprint's interpretation of the TRRO. Initially, Sprint maintained that FDN should self-certify every UNE it ordered and that every UNE FDN ordered had to have a "meaningful" amount of local traffic. I do not address this question in my testimony, since it is primarily a question of interpreting the TRRO. However, FDN disagrees with Sprint's interpretation and reserves the right to address these issues in later testimony and in its brief.

ISSUE NO. 25 (SUBLOOP ACCESS)

Q. What are the parties' disputes regarding this issue?

A. My understanding is that as of the date of this testimony, this issue is open for Sprint to consider FDN proposed language. FDN's position is simply that if Sprint has offered subloop access to another carrier in a manner similar to what FDN proposes, FDN should be offered subloop access on the same rates, terms and conditions as the other carrier and should not have to go through an ICB or BFR process.

ISSUE NO. 27 (COMBINATIONS/COMMINGLING)

Q. What are the parties' disputes regarding this issue?

A. My understanding is that as of the date of this testimony the only open question concerns pricing for combinations. FDN has proposed that for those commingled services identified in the text of the agreement, the nonrecurring charges should be identified in the agreement. Sprint has not yet responded to this proposal. FDN reserves its right to argue that there should be no nonrecurring charges other than those identified in the agreement.

ISSUE NO. 29 (NETWORK MODIFICATIONS)

Q. What are the parties' disputes regarding this issue?

A. My understanding is that as of the date of this testimony, the only open question concerns when, or if, FDN should pay for certain routine network modifications. FDN provided Sprint proposed language which Sprint is reviewing. FDN's position is that if Sprint would perform a particular

network modification in the ordinary course for its own benefit, then FDN should not have to pay for that modification if FDN also benefited.

ISSUES NOS. 35 – 39 (INTERCONNECTION AND INTERCARRIER COMPENSATION)

Q. What are the parties' disputes regarding these issues?

A. My understanding is that as of the date of this testimony, there are several aspects of this issue still open. The parties seem to be in general agreement on bill and keep for local traffic, that each party is responsible for transporting its originating traffic to the physical point of interconnection, and that a point of interconnection should be established at a tandem in each LATA where the parties exchange local traffic. As the Commission is well aware, a CLEC is entitled to establish one point of interconnection per LATA for the mutual exchange of traffic.

However, FDN believes it should be FDN's option to establish a point of interconnection at more than one tandem in a multi-tandem LATA environment. FDN is willing to establish a physical point of interconnection in each tandem in a multi-tandem LATA **provided** it also can deem the LATA to be the local calling area for reciprocal compensation purposes. (FDN could also hand off calls and establish points of interconnection at the end office serving the geographical location of the end user where the call terminates.) While the parties are still negotiating, none of the proposals have been accepted, as it appears that the definition of the local calling area has been the chief obstacle. As above, FDN urges the Commission to resolve

the local calling area as FDN proposes and similarly resolve the interconnection issue.

The parties have not resolved how intercarrier compensation should work in a virtual NXX (VNXX) environment. While FDN does not take issue with the Commission's previous ruling that the end points of the call should dictate how the call is treated for intercarrier compensation purposes, FDN's basic concern with the Sprint drafted language is that full reciprocity seems to be lacking. Although the parties continue to work to resolve this issue, FDN believes that whatever language governs VNXX issues should apply equally to both parties.

The parties are also yet to resolve how or whether intercarrier compensation should apply to VOIP traffic. Until the parties can voluntarily resolve the subject, FDN maintains for now that the Commission should simply defer resolution of the issue until the FCC decides the IP Enabled Services cases before it and require the parties to negotiate an amendment to the agreement thereafter. In the meantime, FDN remains willing to negotiate a compromise on the VOIP issue as a part of a trade-off in which the local calling area is defined as the LATA.

Q. Earlier you had mentioned one other matter which was not specifically identified as an issue in the Order Establishing Procedure. What are you asking the Commission to do there?

A. This issue a historic problem in identifying those areas of difficulty for provisioning Sprint loops. Sprint has a significant percentage of loops served

through remote terminals. For Sprint to provision these loops for CLEC use, Sprint has to go through an internal process of creating, and executing on, an internal engineering design/build order. While Sprint now has enough experience with this process that, ultimately, it usually results in Sprint delivering to FDN a working loop, the process is manual and often takes a significant amount of time compared to ordinary loop provisioning. FDN believes that it is important for FDN to know in advance where loops served by remotes are located so that FDN can properly establish customer expectations as to installation requirements. There may be instances where prospective customers do not want to endure the extended provisioning process and may choose to cancel their order with FDN somewhere down the line as a result. FDN believes it could save FDN, the customer and Sprint time and resources if there was a means for FDN to determine up front which loops are served through remotes. FDN has proposed language for this purpose:

> Sprint will provide CLEC a means for accessing on a pre-ordering basis information identifying which Sprint loops are served through remote terminals, such information to be no less accurate or reliable than what Sprint has available to itself for provisioning its own services

Q. Does that conclude your direct testimony?

A. Yes.

Q. Please state your name and occupation.

A. My name is Kevin P. Smith. I am Vice President of Marketing for FDN Communications ("FDN").

Q. Are you the same Kevin P. Smith who filed direct testimony in this proceeding?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. I will be rebutting parts of the direct testimony of Sprint witnesses Sywenki, Givner, and Maples.

ISSUE NO. 5 (HOW SHOULD LOCAL TRAFFIC BE DEFINED?)

Q. Sprint witness Sywenki states on page 5, line 6, that if the LATA is the local calling area as FDN has proposed, "Sprint will be exposed to significant reductions in access revenue." Does FDN agree?

A. No. FDN does not believe that the intraLATA intrastate access revenues that FDN pays Sprint are significant enough to jeopardize Sprint's subsidization of its carrier of last resort duties. FDN's proposal, the Commission should note, would have no impact on Sprint's interLATA intrastate access revenues, only intraLATA intrastate access. The Commission should compare FDN's intraLATA intrastate access payments to Sprint with the total amount Sprint claims it needs for its carrier of last resort obligations (COLR) in Florida. FDN seriously doubts that what FDN pays Sprint in the way of intraLATA intrastate access revenues represents a

significant percentage, or anything above a de minimus percentage, of the total Sprint claims it collected via access charges for its COLR obligations.

Further, Sprint should not be heard to argue that it is not just intraLATA intrastate access revenues from FDN that the Commission should concern itself with, because other carriers could opt into the FDN-Sprint interconnection agreement and thus diminish Sprint's access subsidies. As the Commission is aware, the FCC changed its rules such that a carrier requesting to opt into another carrier's interconnection agreement with an ILEC must opt into the entire agreement and cannot opt into just parts of an agreement. The FCC essentially agreed with the ILECs' argument that this new rule would give carriers greater flexibility in negotiating resolutions to carrier-specific issues. FDN has negotiated with Sprint with the spirit of this new rule in mind. FDN has made proposals to Sprint to trade-off a LATA-wide local calling area in exchange for other concessions that other carriers may not consider desirable. For instance, as part of a proposal that would involve a LATA-wide local calling area, FDN offered to agree to interconnect at each tandem (and bear responsibility for the cost of transporting its traffic to each) in a multi-tandem LATA, even though FDN has no legal obligation to do that. Moreover, despite almost universal debate regarding the status of VOIP traffic and the FCC's pending dockets on that subject, FDN also indicated its willingness to agree to terms whereby VOIP traffic could be subject to intercarrier compensation if Sprint would accept a

LATA-wide local calling area. All of FDN's proposed concessions were to no avail, however, as Sprint refused all of FDN's suggested compromises.

As I pointed out in my direct testimony, wireline competition in Sprint territory lags behind wireline competition in BellSouth and Verizon territory in Florida. FDN is one of the few facilities-based carriers still operating in Sprint territory, and, overall, the rate of CLEC births and the rate of CLEC market expansions are certainly not what they once were. So, it would not seem likely that a host of other carriers would line up behind FDN to opt into the FDN-Sprint agreement merely because there was a provision for LATA-wide local calling for intercarrier purposes in the agreement and despite the additional concessions that FDN offered that favor Sprint. FDN's interconnection agreement with BellSouth has LATA-wide local calling available, and FDN is not aware of a flood of carriers opting into that agreement (though other carriers may have a LATA-wide arrangement with BellSouth).

In any event, even if other carriers did eagerly opt into FDN's proposed agreement with Sprint, that is all the better for consumers and facilities-based competition in Sprint territory.

Q. Mr. Sywenki also states on page 6, line 1, "Because Sprint, as an ILEC, is not permitted to adjust its regulated rates without Commission approval, it has no alternative to recover the loss of intercarrier compensation revenue caused by redrawing the local traffic boundary line. Does FDN agree?

A. No. Mr. Sywenki's statement is not persuasive on a number of levels. First, Mr. Sywenki states that **because Sprint would have to ask** for Commission approval to change regulated rates, **Sprint has no way** to recover diminished access revenue. Thus, Mr. Sywenki at least admits that Sprint could recover any loss in access revenue that might result from adopting FDN's proposal through "regulated rates" if it asked. Additionally, while I'm not sure what Mr. Sywenki means when he refers to "regulated rates," I understand that the incumbents' rates for non-basic services (multi-line business and features, for instance) are subject to change on 15 days' notice, without Commission approval, and that non-basic service rates can increase 6% within a 12 month period in all markets and up to 20% a year in markets with a competitor. So, Sprint could increase non-basic rates without Commission approval. As FDN's Marketing V.P., I see ILECs in Florida change their pricing for non-basic services often, just by a tariff filing with the Commission. By just such a tariff filing effective in November 2004, Sprint made a number of changes to several non-basic service rates, which I believe resulted in a net revenue increase.

With respect to basic service (residential and single-line business), I recognize that price-cap incumbents like Sprint can raise their rates without Commission approval (although the percentage increase is limited to inflation less 1 percent) and could raise basic rates by a greater percentage with Commission approval. In any case, contrary to Mr. Sywenki's assertion, Sprint clearly has the ability to seek additional revenue opportunities with its

non-basic services without asking for Commission approval, even if subsidies from FDN (or other CLECs) through intraLATA intrastate access payments were diminished. If Sprint believed it had to make up for lost revenue in one arena, it would act just like any other economically rational firm and attempt to recover that revenue through other available means, and non-basic services are another means for Sprint.

Q. Mr. Sywenki states on page 6, line 7, that FDN is not harmed by Sprint's definition of local traffic and on page 6, line 13 that Sprint is not dictating how FDN defines its local calling area. Does FDN agree?

A. No. FDN maintains that it is harmed because above-cost intrastate access charges are a competitive barrier that blocks FDN from offering customers different local calling plans. Additionally, the Commission should concern itself with Florida's consumers being harmed because of Sprint's insistence that all of Sprint's competitors remain in lock-step with the artificial boundaries of Sprint's local calling areas.

FDN could not economically offer a wide-area local calling product in Sprint territory, while paying Sprint's high intrastate access rates on intraLATA calls. The Commission itself recognized the barrier of access charges in the generic reciprocal compensation case, where, in its final order, the Commission said,

> Using the ILEC's retail local calling area appears to effectively preclude an ALEC from offering more expansive calling scopes. Although an ALEC may define its retail local calling area as it sees fit, this decision is constrained by the cost of intercarrier compensation. An ALEC would be hard pressed to offer local calling

> in situations where the form of intercarrier compensation is access charges, due to the unattractive economics

(Order No. PSC-02-1248-FOF-TP, page 52.) That access barrier still exists, and the barrier is a detriment to FDN and Florida consumers in Sprint territory. Despite the Commission's prior recognition, Sprint does not even acknowledge in this case that access charges pose a competitive barrier; Sprint instead passes it off, saying FDN can, in theory, do whatever it chooses with regard to retail local calling. There is theory and then there's reality. A carrier could in theory charge $10 for a local calling service and pay $12 in access costs for the service, but the reality is that no one will do that on a sustainable basis. FDN wants to offer on a wide scale basis to customers in Sprint territory expansive local calling products in the LATA, but FDN is economically barred from doing so by Sprint's high access charges.

As a specific example, FDN wishes to provide a wide area calling option to customers in the Ft Myers LATA. This fast-growing region is made up of three separate business areas in Naples, Ft Myers, and Port Charlotte. Calling back and forth between these areas can be very costly on a toll basis. Business customers in this area would benefit immensely from the availability of an inexpensive, flat-rated wide area calling plan. The high access rates and antiquated definition of local calling areas, however, make offering such a package unadvisable from a cost standpoint, so FDN cannot reasonably offer such a product. Meanwhile, consumers directly across the

peninsula in the similar (although larger) business triad of Miami, Ft Lauderdale, and West Palm Beach, where BellSouth is the incumbent, do have several wide area calling plans available from other carriers, such as from FDN, Paetec and IDS.

The Commission should see that Sprint is unwilling to change how it recovers even one penny of its access subsidies from FDN (and FDN's customers) because Sprint has no desire to compete for customers against new local calling product offerings. Sprint's positions in this arbitration are positions of steadfast adherence to the status quo – a status quo in which wireline competition in Sprint territory lags behind that of the other incumbents, in which that low level of competition is subject to decrease, and in which customers in Sprint territory suffer from the lack of choice.

Q. Mr. Sywenki describes, beginning on page 6, line 18, and continuing through page 8, line 2, that FDN's proposal creates competitive disparities vis-à-vis Sprint and other providers. Is he right?

A. No. The only competitive disparity here is the one suffered by consumers in Sprint territory. Because of Sprint's position on this matter, those customers are not offered different local calling products, while consumers in BellSouth territory can and do see offers of different local calling plans.

On page 6, line 21, Mr. Sywenki again assumes that Sprint would lose revenue, when, as I noted earlier, Sprint can recover that revenue and FDN does not pay Sprint intaLATA intrastate access revenues that would represent a significant percentage of Sprint's COLR obligation. Mr. Sywenki then

states that FDN would not be impacted as much as Sprint would from a change to intercarrier compensation because only Sprint has a COLR obligation. FDN does not believe this statement adds any significance to the debate. Sprint has a COLR obligation, and FDN currently does not, even if nothing changes regarding intercarrier compensation. Sprint does have the ability to recover any lost intraLATA intrastate access subsidies which Sprint chooses to recover elsewhere, and, under FDN's proposal, the LATA as the local calling area for intercarrier purposes would apply to the mutual exchange of traffic. So, as to intercarrier compensation and Sprint's COLR obligation, there is no net change.

Mr. Sywenki then opines, starting on page 7, line 1, that FDN would gain a competitive "advantage over Sprint and other carriers that would still be subject to the existing ILEC local calling areas for determining compensation." As I stated in my direct testimony, FDN believes that FDN would not gain an inappropriate advantage over its competitors.

There would be no competitive advantage for FDN over Sprint. FDN believes Sprint makes this argument because Sprint does not want to compete. In BellSouth territory, there are LATA wide local intercarrier arrangements on the books (including between FDN and BellSouth), and there are different local calling products available in BellSouth territory. As BellSouth competes with CLEC expanded local calling products in BellSouth territory without incident, while maintaining its COLR obligations, so too

could Sprint compete with CLEC expanded local calling products in Sprint territory and meet its COLR obligations.

Nor would there be a competitive advantage as between FDN and its competitors, such as the IXCs that Mr. Sywenki references. The Commission must recognize the essential differences between an IXC offering long distance services and a facilities-based CLEC like FDN offering bundled services. If an IXC wants to be like FDN, obtain a CLEC certificate, fund and install a switch, build a network, establish local interconnection trunks with a point of interconnection at each tandem in the LATA, bear the cost for transporting its traffic to those points of interconnection, then the IXC could have a claim to being treated like FDN for intercarrier compensation purposes. Until then, there is no reason why the IXC should get the benefit of an intercarrier compensation arrangement like the one FDN proposes in this case when the IXC is not a bundled provider like FDN, cannot offer the same services, and has not made the same facilities and financial commitments that FDN is willing to make. Further, there have been no complaints to the Commission that FDN knows of from IXCs in BellSouth territory alleging a lack of competitive neutrality, though LATA-wide local intercarrier arrangements exist in BellSouth territory.

The issue in this proceeding does not concern establishing a default mechanism for intercarrier compensation for all ILECs and CLECs or intercarrier compensation reform. FDN believes that customers in Sprint territory are already suffering from a scarcity of wireline competition and

they should not have to wait for broader regulatory changes before they have at least some access to additional choices of calling plans. FDN is poised to offer those choices if the Commission approves FDN's proposal in this case.

ISSUE NO. 21 (RESALE OF SPRINT CONTRACT SERVICE ARRANGEMENTS)

Q. Mr. Maples devotes several pages of his testimony, page 5, line 20, through page 8, line 16, to portraying FDN's position on this issue as a position advocating a "fresh look" on contracts between Sprint and its customers. Is Mr. Maples correct?

A. No. Mr. Maples understanding of FDN's position is incorrect. FDN is **not** asking for a term contract between Sprint and a Sprint end user to be rewritten in order for FDN to resell those contracted services to that end user. Rather, FDN is asking to resell, subject to a wholesale discount, the unaltered contract between Sprint and the end user. So, to illustrate, consider the example of Sprint's having a 3 year term contract with an end user. The contract contains a termination fee that declines over the life of the term, and FDN, in year two of the agreement, wants to resell the Sprint services to that end user. FDN does not want to cancel the term of the existing agreement – Sprint does. Sprint's proposal in this case is to terminate the customer's contract with Sprint, force the customer to pay the early termination charge, and then issue a new contract with FDN as reseller. So, from one point of view, it is Sprint that's asking for a "fresh look" of a different kind.

FDN simply wants to resell the existing agreement to the end user at the wholesale discount. Essentially, FDN assumes the agreement subject to two provisos. One, FDN pays Sprint with the wholesale discount applied. And two, FDN would not be responsible to Sprint for early termination charges if the customer goes back to Sprint but would be if the customer went to a third carrier or cancels the service. Sprint should not have an incentive to lure this type of resale customer away from FDN so as to receive a termination penalty with no economic justification, considering Sprint would continue to have the economic benefit of the customer revenue.

As I stated in my direct testimony, FDN has offered Sprint a compromise proposal on this issue. At this time, Sprint has not responded to that proposal. Although FDN does not plan on widespread resale of Sprint contracts as part of FDN's business model, FDN believes that it should be able to avail itself of its right to resell consistent with the law if it decides to do so at a later time.

ISSUE NO. 22 (TRO and TRRO IMPLEMENTATION)

Q. On page 10, line 8, and again on page 13, line 8, Mr. Maples asserts that FDN's dispute with Sprint's noticing proposal for dealing with future changes to Sprint's list of unimpaired wire centers is limited to notice. Is he correct?

A. Not entirely. That is one of FDN's concerns, but FDN thinks that the parties are not very far apart on this issue. It would seem a simple matter for Sprint to directly notify CLECs with circuits in a wire center whose

impairment status is subject to change, just as Sprint would directly notify CLEC applicants for collocation space when there is a space exhaust condition. Sprint, however, seems to go one step beyond that by saying that if another carrier disputes the reclassification of a wire center, FDN is bound by the result of that dispute under that other carrier's interconnection agreement whether FDN knew about the dispute or not and whether FDN had a right to intervene in that other carrier's case or not. If the Commission does not think it necessary for Sprint to provide FDN direct notice of a dispute proceeding at the Commission, FDN can live with that decision, but FDN should at least be assured that it has the right to participate as a party in that proceeding if FDN is to be bound by the results of that proceeding and FDN should have the right to submit self-certified UNE orders to Sprint pending resolution of that dispute. If Sprint wants FDN to be bound by a proceeding started by another carrier, Sprint should have no problem allowing FDN to participate in that proceeding and treating the dispute as though it were initiated under FDN's agreement. The Sprint-FDN interconnection agreement should assure FDN of that right of participation.

Q. Has FDN agreed to the list of unimpaired wire centers on Sprint's proposed Exhibit A?

A. No, not yet. The data Sprint provided FDN to support Sprint's proposed list was not very detailed, so FDN may need to conduct additional discovery regarding the wire centers on the list before it could agree with Sprint.

Q. Does FDN agree with Mr. Maples' interpretation and rationale of the FCC's 10 DS-1 transport circuit cap as stated on pages 14 and 15 of his direct testimony?

A. No, but, as indicated in my direct testimony, FDN believes that this issue appears to be primarily a question of the interpretation of the TRRO, so FDN reserves its right to address this issue in its FDN's briefing and in the ordinary course of this proceeding.

ISSUE NO. 23 (SELF-CERTIFYING UNES) & ISSUE NO. 24 (MEANINGFUL AMOUNT OF LOCAL TRAFFIC)

Q. On pages 16 through 20, Mr. Maples addresses his views regarding what UNEs can be used for and what he believes to be FDN's views on that question. How does FDN respond to his testimony?

A. This is primarily a legal issue, and FDN will address this issue in greater detail in its brief. However, I note that Mr. Maples mischaracterizes FDN's position when he states that FDN disagrees with Sprint's position that UNEs may not be used exclusively for the provision of interexchange or wireless services (Maples Direct, page 16, line 14.).

Further, I would simply refer the Commission to FCC Rule 51.309, which addresses CLECs' rights with respect to their use of UNEs purchased from ILECs. That rule provides that, "[e]xcept as provided in § 51.318, an incumbent LEC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer." Other than the

EEL/commingling requirements in section 51.318, the only other limitation in the FCC's rules on CLEC's right to use UNEs is appears in subsection (b) of Rule 51.309, which states that "[a] requesting telecommunications carrier may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services." The interconnection agreement should reflect these FCC requirements – nothing more and nothing less. FDN attempted to craft compromise language that Sprint would accept, but the bottom line is that Sprint insists that all UNEs have to be used for local exchange service, and that seems to be the core of the dispute.

Q: What are FDN's views on Mr. Maples' testimony regarding FDN's right to use UNEs to provide information services?

A. Mr. Maples' testimony on this point is devoted to his views on the parties' legal rights and obligations, which, of course, are a matter for the lawyers and briefing. However, it is my understanding that FDN may provide customers with information services, such as Internet-related services, and has the right to do so "over" the UNEs it purchases from Sprint and other ILECs. In other words, one may order an xDSL capable loop for offering Internet services.

ISSUE NO. 25 (SUBLOOP ACCESS)

Q. Does Mr. Maples direct testimony on pages 21 and 22 do anything to change FDN's stance on this issue?

A. No. FDN's position is simply that if Sprint has offered subloop access to another carrier in a manner similar to what FDN is requesting, FDN should

be offered subloop access on the same rates, terms and conditions as the other carrier and should not have to go through an ICB or BFR process. If a request of a certain type has been fulfilled before, it would not necessarily be "unusual." While FDN does not use subloops at the present time, FDN wishes to leave open the opportunity to do so on fair and reasonable terms. The delays inherent in the BFR and ICB processes could in many cases cause FDN to lose prospective customers, who may prefer to take service directly from Sprint without experiencing those delays or from another CLEC who already has a process in place with Sprint. Those customers would lose the benefit of FDN's competitive alternatives.

ISSUE NO. 27 (COMBINATIONS/COMMINGLING)

Q. How does FDN respond to Mr. Maples' direct testimony on pages 23 through 26?

A. Mr. Maples acknowledges on page 26, line 11, that DS1/DS3 UNE loops or dedicated transport commingled with Special Access DS1/DS3 transport or channel terminations would be a common or primary focus of CLECs. Commingled services of that description are even identified as available services in the text of the interconnection agreement draft. Mr. Maples states that the prices for the UNE components of a commingled service are based on TELRIC and the prices for any wholesale components of a commingled service are as provided in the applicable tariff. (Maples Direct, pages 24 - 25.) However, what Mr. Maples does not address is what, if any, additional charges may stem from the disputed language appearing on page 23, lines 17

– 18, i.e., "CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services."

FDN's position on this disputed language is clear. This issue concerns services which Sprint itself acknowledges will be a common commingled service that CLECs like FDN will request. All nonrecurring charges for those services should be identified in the agreement. To the extent Sprint cannot identify, support or explain the costs/charges stemming from this disputed language, FDN believes that the disputed language should be deleted.

Sprint's answer to FDN Interrogatory No. 82 (attached to Dr. Ankum's rebuttal as Exhibit No. __ (AHA-2)) states that the connecting facility used to commingle a UNE service with a wholesale service should be a UNE, rather than wholesale, product, but Sprint has provided no detailed description of this UNE or proposed NRCs or MRCs for the facility. It is not clear from Sprint's answer whether or how the discussion in response to FDN Interrogatory No. 82 relates to the disputed language above. But, FDN maintains that in the absence of rates in the agreement for the connecting facility, Sprint should have to provision the services in the interconnection agreement without assessing either a separate NRC or MRC for the connecting facility until such time as a new NRC or MRC may be incorporated into the parties' interconnection agreement.

ISSUE NO. 29 (NETWORK MODIFICATIONS)

Q. How does FDN respond to Mr. Maples' testimony regarding this issue on pages 27 – 30?

A. The open question still concerns when, or if, FDN should pay for certain routine network modifications. Notably, Mr. Maples agrees that Sprint should not be able to double-recover its costs by charging FDN for a network modification if it has already recovered the same costs in rates. (Maples Direct at page 30, line 21.) However, he objects to just three words FDN proposed as a means to ensure against double recovery, i.e, "to the extent the costs are not recovered in the unbundled loop rates **or other rates.**" FDN stands by its proposed language. Even to the extent that Sprint may have recovered the costs through rates for another UNE or non-UNE service, it's still a question of improper double recovery. If Sprint has a specific concern here, it has not come out with clear explanation or illustration of its concern.

Additionally, as I mentioned in my direct testimony, FDN has also submitted language to Sprint to incorporate the notion that if Sprint would perform a particular network modification in the ordinary course for its own benefit, then FDN should not have to pay for that modification simply because FDN also received a benefit from the work. Sprint has not yet responded to this proposal, and Mr. Maples did not address this aspect of the issue in his direct.

ISSUES NOS. 35 – 39 (INTERCONNECTION AND INTERCARRIER COMPENSATION)

Q. What is FDN's response to Mr. Sywenki's direct testimony on pages 8 and 9, regarding points of interconnection (Issue No. 36)?

A. Mr. Sywenki's statements are self-contradictory, even within the same sentence. For instance, he states on page 8, line 8, that "FDN will not agree to Sprint's proposal to maintain one POI per LATA with a POI at each tandem." Needless to say, one cannot have **one** POI per LATA with a POI **at each** tandem in the LATA when there is more than one tandem in the LATA. Mr. Sywenki engages in a similar manipulation on page 9, line 8.

It is well established that a CLEC is only required to have one POI per LATA for the mutual exchange of traffic. FDN has expressed its willingness to go beyond the minimum required and establish a POI at each Sprint tandem in the LATAs where FDN will mutually exchange local traffic with Sprint, provided that the local calling area for intercarrier compensation purposes is the LATA. In the absence of the LATA being the local calling area, FDN should have the right to establish a POI at one tandem per LATA if it chooses or at each tandem if it chooses. However, FDN should not be required to establish a POI at each tandem in a multi-tandem LATA without compromise from Sprint on the local calling area boundaries. Mr. Sywenki's description of "unnecessary double-tandeming" does not change the fact that a CLEC is only required to have one POI per LATA and is only responsible only for bearing the cost of transporting its traffic to that one POI.

Q. With respect to Issue No. 38 regarding virtual NXX (VNXX) traffic, what does FDN disagree with in Mr. Sywenki's direct testimony on pages 12 and 13?

A. FDN's only real point of disagreement with Sprint on this issue is reciprocity. Sprint's proposed language beginning on page 12, line 21, of Mr. Sywenki's direct testimony applies to Sprint-originated traffic terminated to a CLEC VNXX. FDN believes this language should be, "For CLEC or Sprint originated traffic terminated to the other party's Virtual NXXs, neither party shall be obligated to pay reciprocal compensation, including any shared interconnection facility costs, for such traffic." FDN does not take issue in this arbitration with the Commission's previous ruling that the end points of the call should dictate how the call is treated for intercarrier compensation purposes.

Q. With respect to Issue No. 39 regarding VoIP traffic, what does FDN disagree with from Mr. Sywenki's direct testimony on pages 14 through 16?

A. FDN's position on this issue is largely unchanged, and Mr. Sywenki does not offer anything new on the subject. If Sprint were to agree to FDN's proposal on the local calling area, FDN could compromise on Sprint's alternative language on VoIP traffic on page 14, line 18, through page 15, line 11, with some minor wording changes. In the absence of that trade-off, FDN maintains that the Commission should decide this issue by ruling that there is no need for the interconnection agreement to specifically address

VoIP traffic at this time, but that if the FCC addresses the status of VoIP traffic in greater detail in the IP Enabled Services matter, either party may request additional negotiations.

UNNUMBERED/UNIDENTIFIED ISSUE REGARDING EFFECTIVE DATE OF RATES

Q. How does FDN respond to the direct testimony of Sprint and, in particular, Mr. Givner, advocating that the Commission should approve UNE rates in this case retroactive to Sprint's petition date?

A. FDN maintains that Sprint's arguments on this issue must be rejected. Sprint's theory seems to be that since Sprint could not successfully negotiate an amendment to the existing interconnection agreement or a new interconnection agreement with FDN to include the UNE rates that are under appeal, the Commission should approve UNE rates in this case on a retroactive basis, to the date of Sprint's December 30, 2004, petition.

FDN denies that it was "gaming" anything. The parties mutually agreed to an extension of the arbitration window several times, and the parties also agreed to abide by the existing interconnection agreement until a new agreement was in place. These extension letters are filed with my rebuttal testimony and identified as Exhibit No. ___ (KPS-1). Sprint agreed to the very delay in the process it now complains about prior to Sprint's filing the arbitration petition in this case, and Sprint should not be heard to

contradict those mutually agreed-to extensions now by alleging that FDN alone occasioned delay.

Additionally, FDN fails to see the relevance of any of Mr. Givner's complaints to the effect that FDN delayed negotiations **after** the arbitration petition was filed. Even if the allegations of post-petition delay were true, and they are not, FDN does not see how they matter. (FDN's response to Sprint's petition explains the circumstances of the parties' negotiations before the petition was filed.) Once the petition was filed, the Commission worked through the issue identification process with the parties and set a hearing schedule. If there was not another minute of negotiations after the petition was filed and if not another issue was eliminated from the arbitration list through negotiations, the parties would still be governed by the Commission's schedule before a final agreement could be completed. And it is not as though FDN failed to make its position clear that it intended to arbitrate the proposed UNE rates. Mr. Givner also fails to mention that the parties did indeed eliminate through negotiation some 40 issues after the petition was filed and that negotiation calls were not outright "cancelled," but were in fact rescheduled – they must have been held since 40 issues were eliminated through negotiations. Mr. Givner further omits, as I mention in my testimony above, that there are a number of FDN proposals still on the table, and Sprint has not responded to those proposals since the parties' last formal negotiation call just before direct testimony was filed almost a month ago. To argue, as Sprint does, that FDN alone has caused unwarranted delay

such that FDN should have to suffer retroactive application of any part of the new interconnection agreement is unwarranted.

Q. Does that conclude your rebuttal testimony?

A. Yes.

I. INTRODUCTION

Q. PLEASE STATE THE NAMES OF THE PANEL MEMBERS SUPPORTING THIS TESTIMONY.[1]

A. The panel members supporting this testimony are Dr. August H. Ankum, Mr. Warren Fischer, C.P.A. and Mr. Sidney L. Morrison.

A. Qualifications of August H. Ankum

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is Dr. August H. Ankum. I am a Senior Vice President at QSI Consulting, Inc., a consulting firm specializing in economics and telecommunications issues. My business address is 1361 North Hoyne, Suite #1, Chicago, IL 60622.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I received a Ph.D. in Economics from the University of Texas at Austin in 1992, an M.A. in Economics from the University of Texas at Austin in 1987, and a B.A. in Economics from Quincy College, Illinois, in 1982.

---

[1] Although this testimony is panel testimony, FDN's response testimony may be submitted individually, depending on the nature of Sprint's submission supporting its proposed rates. *See infra* note 3.

My professional background covers work experiences in private industry and at state regulatory agencies. As a consultant, I have worked with large companies, such as AT&T, AT&T Wireless and MCI WorldCom , as well as with smaller carriers, including a variety of competitive local exchange carriers ("CLECs") and wireless carriers. I have worked on many arbitration proceedings between new entrants and incumbent local exchange carriers ("ILECs"). Specifically, I have been involved in arbitrations between new entrants and Sprint, NYNEX, Bell Atlantic, U S WEST, BellSouth, Ameritech, SBC, GTE and Puerto Rico Telephone and others. Prior to practicing as a telecommunications consultant, I worked for MCI Telecommunications Corporation ("MCI") as a senior economist. At MCI, I provided expert witness testimony and conducted economic analyses for internal purposes. Before I joined MCI in early 1995, I worked for Teleport Communications Group, Inc. ("TCG"), as a Manager in the Regulatory and External Affairs Division. In this capacity, I testified on behalf of TCG in proceedings concerning local exchange competition issues, such as Ameritech's Customer First proceeding in Illinois. From 1986 until early 1994, I was employed as an economist by the Public Utility Commission of Texas ("PUCT") where I worked on a variety of electric power and telecommunications issues. During my last year at the PUCT I held the position of chief economist. Prior to joining the PUCT, I taught undergraduate courses in economics as an Assistant Instructor at the University of Texas from 1984 to 1986.

Of particular importance to the current proceeding is my extensive background in and experience with the cost models of various incumbent local exchange carriers. A list of proceedings in which I have filed testimony is attached hereto as Exhibit No. ___ (AHA-1).

B. Qualifications of Warren R. Fischer

Q. MR. FISCHER, PLEASE STATE YOUR FULL NAME AND BUSINESS ADDRESS FOR THE RECORD.

A. My name is Warren R. Fischer. My business address is 2500 Cherry Creek Drive South, Suite 319, Denver, Colorado 80209.

Q. WHAT IS YOUR POSITION WITH QSI?

A. I currently serve as Director of Business Services and Research.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.

A. I have a Bachelor of Science degree in Business Administration with a concentration in Accounting from the University of Colorado in Boulder, Colorado. I am licensed as a Certified Public Accountant in the States of Colorado and California.

Q. WHAT IS YOUR EMPLOYMENT BACKGROUND?

A. After graduating from the University of Colorado, I worked for several years as an accountant with Deloitte & Touche conducting financial audits. Thereafter, I worked for two major corporations as a financial analyst. I joined AT&T Wireless Services in 1995 as a financial analyst where I

managed the preparation of annual revenue forecasts for the company's cellular division. In 1996, I transferred to AT&T Corp. where I became a financial manager and a subject matter expert on pricing and costing issues involving local exchange and exchange access services. In 2000, I joined QSI as a Senior Consultant.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS OR OTHER PUBLIC UTILITY COMMISSIONS?

A. I previously filed testimony with the Florida Public Service Commission in Docket No. 990649B-TP on Verizon Florida's UNE deaveraging and cost factor proposals and provided technical assistance to FDN in its review of Sprint's rates in that proceeding. I have also testified at the FCC and before several other state regulatory bodies on subjects ranging from competitive local exchange carrier cost issues, revenue requirements, interconnection costs, access rate reform, Universal Service Fund reform, payphone subsidy removal from LEC access charges and Section 272 provisions of the federal Act. Exhibit No. ___ (WRF-1) contains a more detailed explanation of my education, experience and previous testimony.

C. Qualification of Sidney L. Morrison

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is Sidney L Morrison. My business address is 550 Sunset Lakes Blvd. SW, Sunset Beach, NC 28468.

Q. PLEASE SUMMARIZE YOUR PROFESSIONAL EXPERIENCE.

A. I have over 30 years of experience in the telecommunications industry. I began my telecommunications career in 1966 in Charlotte, North Carolina as a cable helper for Southern Bell Telephone and Telegraph. Southern Bell was an incumbent local exchange carrier managing numerous exchanges throughout North Carolina. My duties involved splicing underground, buried and aerial cable. I also worked as a switching technician and special services technician.

Beginning in August of 1970, I transferred to Mountain Bell in Denver, Colorado as a central office technician. In 1972, I was promoted to supervise main distribution frame ("MDF") operations. My duties included supervising the installation of POTS, Special Services, Central Office area cuts, main distribution frame replacements and many other projects. In 1980 and 1981, I performed time and motion studies for service provisioning on approximately 75 of Mountain Bell's MDF operations. These time and motion studies included components for jumper running and administrative activities on each of these frames. From 1983 until 1986, I was the switching control center and MDF subject matter expert for U S WEST. In this position, I was responsible for staff level support for service provisioning and maintenance including the development of enhancements for operational support systems ("OSS") supporting these activities. From 1986 until my retirement from U S WEST in 1993, I was responsible for the U S WEST

Automatic Message Accounting teleprocessing organization for the fourteen state U S WEST region.

From 1993 through 2000 I held a series of positions abroad (in Kuala Lumpur, Malaysia and Switzerland) working for competitive telecommunications providers building new networks from the ground up. I joined QSI in 2000, where I provide telecommunications companies with engineering advice and counsel for direct network planning, management and cost-of-service support. My specific areas of expertise include network engineering, facility planning, project management, business system applications, incremental cost research and issues related to the provision of unbundled network elements. A more comprehensive description of my work experience and educational background is included as Exhibit No. ___ (SLM-1).

D. Purpose

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of our testimony is to discuss a number of issues related to Sprint's cost studies. Since Sprint has not yet provided FDN with a complete set of cost studies in the current proceeding, our discussion is based on non-proprietary materials from other Sprint UNE cost filings, most notably in Docket No. 990649B.

Although the Commission set rates in the 990649B proceeding that superceded the previous stipulated rates, FDN appealed those rates to the United States District Court for the Northern District of Florida on the grounds that the rates set in the 990649B proceeding were not based on substantial evidence and were not TELRIC compliant.[2] While the case has remained pending at the court for the past year, FDN has not executed an interconnection agreement with Sprint reflecting the 990649B rates, and Sprint has made no attempt to compel FDN to do so via a complaint or other proceeding filed with the Commission.

It is our understanding that during the negotiations that preceded this arbitration, Sprint proposed that FDN accept on a going-forward basis the 990649B rates as part of its new interconnection agreement. FDN has refused to do so because it believes those rates are inflated and not TELRIC compliant. Moreover, since those rates were set largely based on data from 2000, now is an appropriate time for them to be re-set. Although, as noted above, FDN has not yet received the evidentiary basis for Sprint's proposed rates, this testimony outlines some of the flaws with prior Sprint cost proposals which we expect will recur here. FDN will shortly propound significant discovery on Sprint that will provide it with the ability to further

---

[2] *See Florida Digital Network, Inc. v. Sprint-Florida, Inc.*, Case No. 4:03 CV 282-RH-WCS (N.D. Fla.).

test the bases for Sprint's cost model, which FDN presumes Sprint will file with its Direct Testimony.[3]

Q. DOES FDN DISAGREE WITH ALL OF THE RATES SPRINT HAS PROPOSED?

A. Yes. FDN disagrees with all of the UNE rates that Sprint has proposed. Further, on May 16, Sprint provided FDN with a new/revised rate schedule without explaining what had changed from prior versions of the rate schedules or why. Sprint provided a verbal explanation on May 26. FDN has not yet confirmed what has changed from the former rate schedules and whether the changes jibe with Sprint's explanation. Accordingly, for purposes of this testimony, FDN simply disagrees with the rates Sprint has proposed.

Q. DO YOU HAVE A PRELIMINARY RECOMMENDATION?

A. Yes. The telecommunications industry is generally considered to be a declining cost industry. This means that one would expect costs (and prices) to gradually decline over time. The rates set in the 990649B proceeding were significantly higher than the stipulated rates that were previously in place and that FDN is currently paying. At a minimum, FDN would expect the UNE rates it currently pays to constitute the upper limit of the rates set in this proceeding.

---

[3] FDN asked Sprint to provide it with a copy of its cost model several weeks ago, but Sprint has, thus far, not done so. FDN, therefore, reserves the right to raise additional issues in its rebuttal testimony.

Q. WHEN SHOULD ANY NEW RATES BECOME EFFECTIVE?

A. The rates should become effective at the conclusion of this proceeding when the Commission approves the parties' new interconnection agreement. Although Sprint's petition asks that the PSC make new rates effective retroactively to January 1, 2005, there is no basis for this request from an economic perspective. The retroactive rates Sprint seeks would apply forward-looking TELRIC based rates to a historic period for which these rates were not found to be appropriate. Moreover, it would be unfair to FDN to retroactively change the economic conditions under which it made its prior business decisions. (At the appropriate time, FDN's lawyers will address the legality of such retroactive rate-making.)

II. EVALUATION OF SPRINT'S LOOP STUDIES

Q. HAS SPRINT IN THE PAST FAILED TO PROVIDE ADEQUATE SUPPORT FOR ITS COST STUDIES?

A. Yes. We have evaluated Sprint cost models in numerous jurisdictions throughout the country and generally found that the accompanying explanatory materials lack sufficient detail and support. We also find that Sprint's studies are frequently based on flawed assumptions and methodologies, as the FCC and other state commissions have recognized.

A. Loop Investment – Problems With Model Methodology

Q. ARE THERE KNOWN PROBLEMS WITH SPRINT'S LOOP COST MODEL?

A. Yes. The FCC has found that the Benchmark Cost Proxy Model ("BCPM"), which is the basis for the Sprint Loop Cost Model ("SLCM"), overstates loop costs because of its grid approach to locating and grouping customers. *See* Fifth Report and Order, *Federal-State Joint Board on Universal Service; Forward-Looking Mechanism for High Cost Support for Non-Rural LECs*, 13 FCC Rcd 21323, ¶ 27 (1998) ("USF Platform Order"). Based on the non-proprietary documentation that Sprint has provided to support its SLCM, it appears that Sprint's model suffers from the same flaws. *See* Sprint Loop Cost Model, Model Methodology, page 3, May 1, 2000 included in FL SLCM 2001 documentation (referring to Sprint's grouping of customers into serving areas). FDN hopes to clarify Sprint's methodology through discovery.

B. Customer Locations

Q. SHOULD SPRINT'S SLCM METHODOLOGY BE PROBED TO SEE IF IT DISPLAYS CERTAIN KNOWN FLAWS ABOUT CLUSTERING AND CUSTOMER LOCATIONS?

A. Yes. Sprint's SLCM methodology needs to be examined to assess how similar it is to the BCPM (Version 3.0) that was criticized by the FCC because of its systematic overstatement of outside plant investment. Sprint's

answers to our discovery questions should allow us to further probe this issue. To the extent that Sprint's model proves problematic, as we expect, we will propose alternative approaches in subsequent testimony.

Q. PLEASE PROVIDE A DISCUSSION OF THE FCC'S FINDINGS ON THIS IMPORTANT ISSUE.

A. The FCC reached the following conclusions about appropriate customer location methodologies when it evaluated the HAI and BCPM cost models in the *USF Platform Order*:

> Each model has a method for determining where customers are located. The issues raised are whether to use actual geocode data, to the extent they are available, and what method to use for determining surrogate customer locations where geocode data are not available. *We conclude that HAI's proposal to use actual geocode data, to the extent that they are available, is the preferred approach, and BCPM's proposal that we use road network information to determine customer locations where actual data are not available,* provides the most reasonable method for determining customer locations.

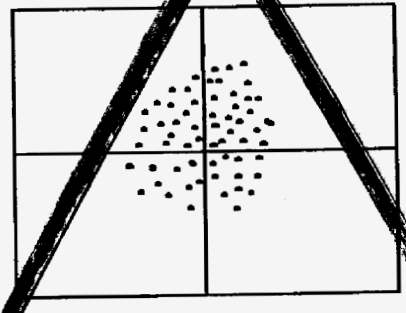
USF Platform Order ¶ 31 (emphasis added). In choosing geocoded data to locate customers, the FCC explained that:

> We conclude that a model is most likely to select the least-cost, most-efficient outside plant design if it uses the most accurate data for locating customers within wire centers, and that the most accurate data for locating customers within wire centers are precise latitude and longitude coordinates for those customers' locations.

Id. ¶ 33.

As we understand it, Sprint's cost proposal is not based on the geocoded data, but instead uses a gridding approach to estimate customer

locations. While the grid approach is simpler than the clustering approach it can generate significant artificial costs. The grid approach to customer location mapping works by placing a grid over a populated area, and concluding that any customers that fall within a given grid cell will be served together. Because a simple grid cannot account for actual groupings of customers, however, grid boundaries may cut across natural population clusters. Serving areas based on grids may, therefore, generate for cost modeling purposes, separate facilities to serve customers that are, in fact, in close proximity. The worst-case scenario would involve a natural cluster of customers that, given distance and engineering constraints, could be served as a single serving area but that happened to be centered over the intersection of a set of grid lines, as shown below:



In this example, a population that is properly considered one serving area would instead be divided, for modeling purposes, into four, and significantly over-stating costs. As we understand it, Sprint's cost proposals are based on this inappropriate grid approach which has been rejected by the FCC. Our discovery will shed additional light on this issue. We believe that geocoded data is readily available and that Sprint should be required to use it.

III. SLCM INPUT ASSUMPTIONS

Cable Fill Factor Methodology

Q. PLEASE DESCRIBE SPRINT'S GENERAL CABLE SIZING METHODOLOGY.

A. Cable deployment – both distribution and feeder plant – are major drivers of cost, and Sprint's cost models have historically inflated these costs by assuming unreasonably low utilization rates (e.g., "fill factors"). Per Sprint's loop study documentation, its cable fill factors are determined as follows:

> **Cable Sizing Factor ("Fill Factor")**
>
> Cables are engineered to be filled to capacity, in 3 to 5 years based on a forecast of anticipated demand. This means that cables are sized larger than initially needed to fill service requests until the next cable addition.

The use of anticipated demand overstates costs because it will result in the ILEC installing cables that are larger than required in a forward-looking cost construct. Larger cable sizes mean that the cost of unused capacity must be borne by current wholesale customers. The FCC has consistently stated that fill factors should reflect current demand and not the industry practice of building distribution plant to meet ultimate demand.[5]

---

[4] See pages 27-28 of Sprint's Loop Module *Loop Documentation*.

[5] *See Petition of WorldCom, Inc. Pursuant to Section 252(r)(5) of the Comms. Act for Preemption of the Jurisdiction of the Virginia State Corp. Comm'n re Interconnection Disputes with Verizon Virginia, Inc., and for Expedited Arbitration*, 17 FCC Rcd. 27039, ¶ 247 (2002) ("Virginia Arbitration Order").

B. Actual Cable Fill Factors Used By Sprint In SLCM

Q. PLEASE DISCUSS SPRINT'S USE OF ACTUAL CABLE FILL FACTORS.

A. At this time, we do not have a complete understanding of how Sprint models its cable fill factor inputs. Some information is located in the non-proprietary Loop section of its documentation in the *Density Cable Sizing Factor Table* (Input.xls) filed in Docket No. 990649B, but important proprietary information is as yet unavailable and will be addressed in subsequent testimony, to be filed as necessary.[6]

C. Structure Sharing

Q. WHY ARE STRUCTURE SHARING ASSUMPTIONS IMPORTANT AND WHAT SHARING ASSUMPTIONS ARE REASONABLE?

A. Structure sharing – *i.e.* the outside telephone plant's use of poles and conduit and the extent to which it shares those facilities with other utilities such as electric and cable TV companies – is an important driver of loop plant costs. The greater the sharing assumptions in a model, the lower the cost. Understating the structure sharing percentages, on the other hand, increases the investment cost in the model since the telephone company bears more

[6] We assume that the SLCM fill is the input into the model (and is calculated by adding an unexplained percentage to the actual fill factor.) But Sprint's supporting work paper values are consistent with the *Density Cable Sizing Factor Table* found in the SLCM Loop.xls file but inconsistent with the *Density Cable Sizing Factor Table* in the SLCM Inputs.xls file. It is not clear which file is used in the model processing. This will be clarified through discovery.

than its forward-looking share of the structure costs. In its *USF Inputs Order*,[7] the FCC determined that the following structure sharing percentages were appropriate for USF cost support estimates:

> We adopt the following structure sharing percentages that represent what we find is a reasonable share of structure costs to be incurred by the telephone company. For aerial structure, we assign 50 percent of structure cost in density zones 1-3 and 35 percent of the costs in density zones 7-9 to the telephone company. For underground and buried structure, we assign 100 percent of the cost in density zones 1-2, 85 percent of the cost in density zone 3, 65 percent of the cost in density zones 4-6, and 50 percent of the cost in density zones 7-9 to the telephone company.

Id. ¶ 241.

Q: DO SPRINT'S STRUCTURE SHARING ESTIMATES COMPORT WITH THE FCC'S FINDINGS OF WHAT CONSTITUTES REASONABLE SHARING ASSUMPTIONS?

A: No. The model Sprint submitted in the 990649B proceeding assumed that 90% of outside plant structure costs would be assigned to it and only 10% was assigned to other utilities for underground feeder and distribution. Sprint submitted no evidence to support this estimate, which greatly exceeds FCC's determination of reasonable sharing assumptions.

Sprint's model likewise allocates 100% of the structure cost for all zones for buried feeder and distribution to Sprint because it says sharing will not occur with buried feeder and distribution. Finally, Sprint assigned itself

[7] Tenth Report and Order, *Federal-State Joint Board on Universal Service; Forward-Looking Mechanism for High Cost Support for Non-Rural LECs*, 14 FCC Rcd 20156, ¶ 241 (1999).

31% of structure costs for pole utilization, assuming that other utilities would only account for 69% of these costs. As noted in the table above, this sharing assumption exceeds the FCC's estimate of what is reasonable.

D. Feeder Plant Mix Assumptions

Q. PLEASE COMPARE SPRINT'S AND THE FCC'S APPROVED PLANT MIX.

A. The following table provides the FCC's approved feeder plant mix by density zone in the *USF Inputs Order*:[8]

Density	UG	Buried	Aerial
0	5.00%	50.00%	45.00%
5	5.00%	50.00%	45.00%
100	5.00%	50.00%	45.00%
200	20.00%	40.00%	40.00%
650	40.00%	30.00%	30.00%
850	60.00%	25.00%	15.00%
2550	75.00%	15.00%	10.00%
5000	90.00%	5.00%	5.00%
10000	95.00%	0.00%	5.00%

When compared to the FCC's approved feeder plant mix, Sprint's assumptions weight the feeder plant mix towards the higher cost underground and buried cable placement options. In the lowest density zone, Sprint only assumes a small percentage of aerial placement for both copper and fiber feeder while the FCC assumes 45% in the same density zone. The basis for these inputs must be evaluated.

---

[8] *Id.*

Also, the FCC found that the plant mix ratios should not vary between copper feeder and fiber feeder. *USF Inputs Order* ¶ 240. Sprint should be required to explain why its serving area plant mix differs so significantly from the national averages determined by the FCC. FDN will seek this information in discovery.

E. Distribution Plant Mix Assumption

Q. PLEASE COMPARE SPRINT'S DISTRIBUTION PLANT MIX RELATIVE TO THE FCC'S APPROVED MIX.

A. The following table provides the FCC's approved distribution plant mix in the *USF Inputs Order*:[9]

Density	UG	Buried	Aerial
0	0.00%	60.00%	40.00%
5	1.00%	62.00%	37.00%
100	2.00%	68.00%	30.00%
200	4.00%	66.00%	30.00%
650	8.00%	62.00%	30.00%
850	20.00%	50.00%	30.00%
2550	40.00%	30.00%	30.00%
5000	60.00%	10.00%	30.00%
10000	90.00%	0.00%	10.00%

When compared to the FCC's approved distribution plant mix based on nationwide values, Sprint's assumptions clearly weight the distribution plant mix towards the higher cost buried cable placement options. In the lowest density zone, Sprint only assumes low percentage of aerial placement, while

[9] See *hcpm_inputs_October1999.xls* file containing approved USF inputs used in HCPM model by FCC.

the FCC assumes 40% in the same density zone. Sprint should explain why its serving area plant mix differs so significantly from the national averages determined by the FCC. FDN will seek this information in discovery.

E. Digital Loop Carrier Assumptions

Q. HAS SPRINT IN THE PAST FAILED TO FULLY EXPLAIN ITS USE OF GR-303?

A. Yes. In Docket No. 990649B, Sprint maintained that its IDLC inputs are appropriately modified to reflect a lower cost GR-303 Integrated DLC (IDLC) configuration. Sprint's supporting documentation does not adequately explain or support this assertion. Therefore, we will propound discovery on this issue to assess whether Sprint's filing comports with its stated position and reserve the right to file additional testimony as necessary.

IV. ANNUAL CHARGE FACTORS ("ACFs") AND OTHER COST FACTORS

Q. HAVE SPRINT'S ACFs BEEN HARD TO VERIFY IN THE PAST?

A. Yes. In Docket No. 990649B, for example, it was hard to evaluate the appropriateness of the maintenance portion of Sprint's ACFs. Sprint must provide its supporting calculations and not just the data provided in past filings as hard coded in the ACF module.

Q. WHAT PROBLEMS HAVE YOU NOTED WITH SPRINT'S OTHER COST FACTORS?

A. In Docket No. 990649B, Sprint's common cost factor calculation was problematic because over 85% of the common cost denominator was derived from Sprint's TELRIC investment calculations to which the common cost factor will eventually be applied. Since the numerator of the common cost calculation is primarily book costs adjusted for avoidable retail costs, the denominator should also be based upon book cost to maintain consistency between the numerator and the denominator. We will seek discovery on this issue.

V. NON-RECURRING CHARGES

Q. PLEASE IDENTIFY THE ISSUES THAT WILL BE OF GREATEST IMPORTANCE IN EVALUATING SPRINT'S NON-RECURRING COST STUDIES.

A. We will examine Sprint's non-recurring cost studies for a number of important issues that impact costs. Perhaps the most important of those issues and considerations are the following:

- Many ILECs do not appear to recognize the right of CLECs to charge for costs they incur when the ILEC wins back a customer from the CLEC. For example, all carriers need to remove the customer's telephone number from their switches when they lose a customer. When Sprint wins back an FDN customer, it charges FDN a

disconnection fee. Put simply, if Sprint is permitted to charge for this activity, then so should FDN.

- Costs associated with a customer that chooses to discontinue its service with Sprint are, under TELRIC, not the responsibility of FDN. Sprint's NRC model will be scrutinized to ensure that such costs are excluded. In general, we recommend that the Commission reject any proposal to recover in its charges to FDN the costs of discontinuing service to customers that have chosen to leave Sprint.
- All carriers need to communicate about the migration of customers from one carrier to another carrier. To the extent that this requires carriers to issue service orders, carriers should absorb these costs themselves. Under an efficient OSS, the costs of service ordering should be minimal.
- In general, as held by many state commissions and by the FCC in the *Virginia Arbitration Order*, fall out rates should be no higher than 2%.[10] We understand that the fall-out rate inputs in Sprint's cost model are much higher.

---

[10] *See also Consolidated Petitions of New England Telephone and Telegraph Company d/b/a Bell-Atlantic-Massachusetts, Teleport Communications Group, Inc., Brooks Fiber Communications of Massachusetts, Inc, AT&T Communications of New England, Inc., MCI Telecommunications Company, and Sprint Communications Company L.P., pursuant to Section 252(b) of the Telecommunications Act of 1996, for arbitration of interconnection agreements between Bell Atlantic-Massachusetts and the aforementioned companies*, D.P.U./D/T.E. 96-73/74, 96-75, 96-80/81, 96-83, 96-94-Phase 4-L, Order at 8 (1999); *In the Matter, on the Commission's own motion to consider the total service long run incremental costs for all access, toll, and local exchange services provided by Ameritech Michigan*, Michigan Public Service Commission Case No. U-11831, Opinion and Order at 27 (Nov. 16, 1999); *Re Southern New England Telephone Company*, Connecticut Department of Public

- To the extent that Sprint's systems fail to allow FDN to submit error-free Local Service Requests ("LSRs") that other commercial systems, such as orbitz.com, are capable of achieving, this is a shortcoming of Sprint's systems for which FDN should not be penalized in the form of higher NRCs.[11]
- FDN should not be responsible for orders "fall out" due to errors in Sprint's databases and FDN should not pay for such fall out in the form of higher NRCs.[12]
- The FCC and other Commissions have found that the costs of disconnects should be assessed when this activity occurs and not upfront, which only serves to unnecessarily raise barriers to entry.[13]

Utility Control Docket No. 97-0410, Order, 1998 WL 324224, *46 (May 20, 1998); *Proceeding on Motion of the Commission to Examine New York Telephone Company's Rates for Unbundled Network Elements*, Case No. 98-C-1357, Order on Unbundled Network Element Rates at 93-95, 140 (N.Y.P.S.C. Jan. 28, 2002).

[11] This conclusion is confirmed by the FCC in its *Virginia Arbitration Order* (¶ 592) where the FCC found:

> We also find that it is reasonable to assume, as AT&T/WorldCom do, that competitive LEC orders that have errors are returned electronically to the competitive LEC and resubmitted and that manual intervention by Verizon at the ordering stage should be unnecessary. We do not agree with Verizon that competitive LECs should pay NRCs that reflect manual handling of all orders for six or more lines.

[12] *See Virginia Arbitration Order*, ¶ 592: "We also ***disagree*** with Verizon that costs associated with ***database errors*** are appropriately recovered from competitive LECs through NRCs. Database maintenance is a recurring cost that should be recovered in recurring charges through ARCs, and not through a NRC" (emphasis added). This position had previously been adopted by some state Commissions, including the Illinois Commerce Commission. See ICC Docket No. 98-0396, Commission Analysis and Conclusions, at 39-42.

- Finally, we will carefully scrutinize work time estimates prepared by so-called "subject matter experts." Any labor time estimates that are based on unsupported subject matter expert estimates without more sophisticated and systematic analysis underlying those estimates should be rejected.

We will probe all these issues in discovery and report on them in our rebuttal testimony.

VI. GEOGRAPHIC DEAVERAGING

Q. WHAT IS YOUR RECOMMENDATION WITH RESPECT TO DEAVERAGING?

A. Sprint should be required to apply its rate banding algorithm uniformly to all UNE rate elements it proposes to deaverage. The UNE rate elements should have an appropriate number of rate bands and banding must be set to maximize both competitive entry and administrative convenience. Last, but not least, the rate zones should not be chosen so that the low cost UNEs are found in but a handful of wire centers—this defeats the purpose of the FCC's de-averaging requirements.

---

[13] *Virginia Arbitration Order* in paragraph 596. The FCC finds: "We agree with AT&T/WorldCom that disconnect costs, if any, should be recovered ***at the time of disconnection***" (emphasis added).

Q. IS THERE A "RULE-OF-THUMB" THAT THE COMMISSION SHOULD USE WHEN DECIDING WHEN AND HOW TO ESTABLISH DEAVERAGED RATES?

A. Yes. The Commission should keep in mind that economic efficiency will be best served when the rates charged for gaining access to a particular UNE most closely match the costs associated with making the particular UNE available. The more the underlying costs supporting a given rate are averaged across larger geographic areas or across individual facilities (i.e., loops in different geographic locations) with disparate underlying costs, the more likely the cost differences between individual facilities (and the UNEs they support) will be "hidden." In other words, the cost differences will not be evident within the rate and proper market incentives will be distorted. As a general rule, the Commission should favor more extensive geographic deaveraging rather than less geographic deaveraging, but we recognize that considerations of administrative convenience weigh against creating too many deaveraging zones.

Q. IS ECONOMIC EFFICIENCY BETTER SERVED WITH GREATER DEAVERAGING?

A. Yes. Society's resources are more efficiently allocated when prices are set to recover only the underlying incremental costs incurred in providing the service. Prices set in this fashion provide information and incentives to buyers and sellers that allow them to make proper "build versus buy" and other decisions concerning consumption and production. When prices are

set to recover costs associated with providing an unbundled element and facilities already exist that can be used to provide service to a customer, a facilities buyer can make a reasonable determination whether it would be more efficient (i.e. cheaper) to buy that network element for use in serving the customer or to build a facility to serve that customer. In this way, the CLEC is provided the information necessary to make a rational decision as to whether it should build or buy the network element. As a result of making a decision in its own best economic interest, the CLEC is also making a decision in society's best interest (i.e., the CLEC is foregoing the deployment of societal resources that would be unnecessarily deployed given the availability of Sprint's existing facility).

Q. WOULD HIGH-COST CUSTOMERS BEING SUBSIDIZED BY LOW-COST CUSTOMERS RESULT IN LESS COMPETITION AS A WHOLE?

A. Yes. There are substantial fixed costs associated with beginning a competitive telecommunications enterprise. In addition, competitors have limited resources available, after incurring these substantial upfront costs, to be used to attract customers. Carriers can only hope to compete with an incumbent in the long term by generating economies of scale and scope that bring its average, per-unit-cost of providing service down to a level comparable with the incumbent's (which already realizes economies of scale and scope associated with serving almost 100% of the customers in its particular service territory). Hence, when rates for essential network

elements in low-cost areas are priced higher than they should be because of overly averaged rates, the customers which competitors are most likely to attract initially for purposes of gaining economies of scale and scope (because they can be served with the least amount of additional marginal outlay) are sheltered from competition by the fact that the costs of serving those customers are higher than they should be.

Q. ARE THERE OTHER PROBLEMS THAT OCCUR WHEN RATES FOR UNBUNDLED NETWORK ELEMENTS ARE SET AT AN OVERLY AVERAGED LEVEL?

A. Yes. Competitors will be charged rates for UNEs that are largely unrelated to the costs incurred by the ILEC to provide them. Therefore, competitors may find themselves in a position in which incumbents have the ability to significantly undercut them. Sprint, for example, could reduce its retail prices in high-density, low-cost areas to levels that are less than the average rates that competitors pay for UNEs required to provide their competing services. In such an instance, Sprint may not necessarily be charging prices below its own costs, but would be charging retail prices below the overly averaged rate levels that competitors must pay to compete. This is exactly the situation that Congress was attempting to avoid when it established that rates for access to UNEs must be set in a nondiscriminatory and cost-based fashion (see Section 251(c)(3) of the Telecommunications Act of 1996 ("the Act")).

A weighted averaging methodology that results in a minimal number of wire centers and access lines in zones where the lowest rates are available does not promote competition.

It is likewise important that zone allocations be set in a manner that promotes competitive entry. Maximizing the number of rate centers in low cost zones will accomplish just that. In the current Sprint rates, only four wire centers are allocated to the lowest cost zone, making competitive entry in the rest of Sprint's territory nearly impossible.

VII. CONCLUSION

Q: DOES THAT CONCLUDE YOUR TESTIMONY?

A: Yes.

Q. Please state your name and occupation.

A. My name is Dr. August H. Ankum. I am a Senior Vice President at QSI Consulting, Inc.

Q. Are you the same Dr. Ankum who, as part of a panel of witnesses, filed direct testimony in this proceeding?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. I will rebut the direct testimony of Sprint witness Maples regarding Issue No. 34 and state for the record FDN's position regarding its right to arbitrate UNE rates in this proceeding.

Q. Please proceed.

A. On pages 32 through 34 of his testimony, Mr. Maples discusses Sprint's view that FDN cannot arbitrate UNE rates in this proceeding. FDN disagrees. As stated in FDN's Motion for Postponement and FDN's Response to Sprint's Motion to Strike (a motion where Sprint sought to strike most of the direct panel testimony FDN submitted), FDN maintains it has the right to arbitrate UNE rates as part of this arbitration proceeding regardless of whether the Commission previously approved UNE rates in a generic proceeding or elsewhere (even an arbitration involving FDN and Sprint). FDN believes whether the UNE rates authorized in the generic proceeding (Docket No. 990649B) were implemented or not does not change FDN's right to arbitrate the UNE rates now in this case.

Q. Why does FDN insist that the rates need to be arbitrated in this case?

A. FDN firmly believes the Commission erred in setting the UNE rates in Docket No. 990649B in a number of respects. This belief is evidenced by FDN's appeal of the Commission's decision in that case and FDN's pursuit of its right to arbitrate the rates in this proceeding. FDN believes those rates should not be implemented in this case because the rates are not TELRIC compliant, the cost inputs used to develop the rates are inflated and improper, and the rates are, as a practical matter, too high to sustain, much less enable, facilities based competition. FDN believes Sprint's proposed rates for basic LNP, loop and transport services – the necessary building blocks for facilities based competition – are simply cost prohibitive. For example, Sprint's NRC for just one DS0 line, for example, is over $100. In my experience, this is practically unheard of for POTs service. And there are only 4 wire centers in Zone 1, causing most of the wire centers where FDN operates into the more costly Zones 2 and 3. As referenced in FDN witness Smith's testimony, that wireline competition in Sprint territory lags behind that of BellSouth or Verizon territory is understandable given Sprint's UNE rates.

Q. Has Sprint's conduct prejudiced FDN's ability to arbitrate the UNE rates?

A. FDN believes that it has. As explained in FDN's pleadings, Sprint has not provided FDN with working version of Sprint's cost study despite FDN's request. FDN believes this is inappropriate. Further, as evidenced by its recent objections to and unresponsiveness to FDN's First Set of

Interrogatories and Requests for Document Production, Sprint not only refuses to provide FDN with Sprint's cost study, but Sprint refuses to provide any other information supporting Sprint's proposed UNE rates. Sprint's objections and answers to FDN's discovery are included with this testimony and identified as Exhibit No. ___ (AHA-2).

Q. Could FDN file rebuttal on the issue of the appropriate UNE rates without the Sprint cost study and discovery responses?

A. As a practical matter, no, it could not. And, in anticipation of this problem, FDN filed a Motion for Postponement, which was not ruled on by the time this testimony was prepared.

If that FDN Motion is not granted such that FDN has a practical means of addressing the UNE rate issue in its testimony, FDN believes its rights will be significantly prejudiced, and FDN will then explore its legal options to enforce those rights. In any case, FDN reserves its right to seek to supplement this rebuttal or file such other testimony as is necessary in furtherance of FDN's right to arbitrate UNE rates in this proceeding.

Q. Does that conclude your rebuttal testimony?

A. Yes.

COMMISSIONER DEASON: Very well. Okay. Are there any other matters we need to address before we go to opening statements?

MS. SCOTT: I do not believe so.

COMMISSIONER DEASON: Do the parties have anything?

MR. FEIL: No, sir.

MS. MASTERTON: No, sir.

COMMISSIONER DEASON: Okay. Commissioners, are you prepared for opening statements at this point? Very good.

Sprint, you may proceed.

MS. MASTERTON: Good morning, Commissioners. For Sprint the primary issue that necessitated this arbitration is the implementation of the cost-based UNE rates approved for Sprint by the Commission in the generic proceeding that concluded in January 2003. That order required that the rates be effective through amendments to existing interconnection agreements or incorporation into new interconnection agreements.

Sprint has been trying unsuccessfully to incorporate the rates into FDN's agreement since that time. While FDN has refused to accept the rates, more than 70 other CLECs with interconnection agreements that provide for the purchase of UNEs have agreed to the new rates through negotiation, which is what was contemplated in the Sprint UNE order. The Commission should require that the approved rates be included in the

parties' interconnection agreement that results from this arbitration.

The parties are also disputing the appropriate local calling area for determining when reciprocal compensation is due for traffic FDN terminates to Sprint. Sprint's testimony and the evidence in this proceeding demonstrate that the ILEC local calling area as reflected in Sprint's tariffs and approved by the Commission is the most competitively neutral local calling area because it applies the same local calling area and intercarrier compensation to all carriers; that is, ILECs, CLECs, and long distance carriers.

FDN asserts that using Sprint's local calling area is anticompetitive because Sprint's access charges are too high. It's Sprint's position, as set forth in its testimony, that the level of access charges has been appropriately addressed on a statewide basis applicable to all carriers in the rate rebalancing proceeding which the Supreme Court recently affirmed. FDN complains that there is insufficient facilities-based competition in Sprint's territory, and that the Commission must approve FDN's position in this arbitration or competition will decrease or at least remain stagnant. However, FDN's position is simply not supported by the facts. The 2004 competition report shows that facilities-based competition is increasing in Sprint's territory, and the rebalancing should have a positive impact on competition from

all sources. In addition, facilities-based competition from cable, wireless, and VOIP providers is flourishing in Sprint's territory, and Sprint faces the same competitive challenges as all incumbent local exchange companies to respond to these competitive challenges.

Other issues that remain in the arbitration include the issue of where FDN is required to maintain points of interconnection with Sprint. Sprint's testimony demonstrates that these points of interconnection are most efficiently located at each Sprint tandem where FDN provides local service.

In addition, there is the issue of the appropriate intercarrier compensation for voice over internet protocol traffic. Sprint's position is that that compensation should be the same as it is for non-VOIP carriers; that is, that it should be based on the jurisdiction of the call as either local or long distance.

And finally, there are issues -- well, in addition, there are other issues, but specifically issues related to implementation of the FCC's TRO and TRRO decisions. And for these issues Sprint believes that the record will show that Sprint's positions are based on a correct interpretation of those orders and, therefore, should be adopted.

This arbitration began with 61 identified issues. The parties have successfully negotiated a resolution to all but 14 of those issues, and these remaining issues are the

issues that you will decide based on the testimony and other evidence that was stipulated into the record today.

Based on this evidence, reasoned policy and applicable law, the Commission should adopt Sprint's positions for incorporation into the interconnection agreement that will result from this proceeding.

And I'll be happy to answer any questions. Thank you.

COMMISSIONER DEASON: Thank you. Mr. Feil.

MR. FEIL: Commissioners, I won't belabor the issues relative to UNE rates. I think we have spent enough time talking about that at the August 2nd agenda on Tuesday. I would simply incorporate by reference my comments made at that time. One thing that I would point out to you, Ms. Masterton mentioned that according to the competition report, competition is increasing in Sprint territory. That is from 6 percent in 2003 to 8 percent in 2004. And if intermodal competition is what the Commission is going to rely on and wireline competition is not important to the Commission, I don't think that that is necessarily a desirable state of affairs for consumers in Sprint's territory.

I'm going to focus, really, just on one issue in my opening, and that is Issue Number 5 in the prehearing order identified on Page 6, and that is the appropriate local calling area for purposes of intercarrier compensation. Generally, an

originating carrier pays a terminating carrier to terminate calls on the terminating carrier's network. If the call is local, then the carrier handing off the call pays a lower TELRIC-based reciprocal compensation rate. If the call is intrastate and not local, the carrier pays to the ILECs, in most instances, a significantly subsidized access rate.

The ILEC access subsidy is to be sure a legacy of prior commissions and prior policy. In short, the subsidy was intended to be a revenue stream so that ILECs, like Sprint, could help keep their retail rates low. You may hear or see in the Sprint testimony it referred to as carrier of last resort obligation, or COLR. But plain and simple it is a subsidy and Sprint is asking FDN and its customers to pay that subsidy.

In Florida, the total subsidy that Sprint collects is approximately $142 million annually. Of that, FDN traffic accounts for less than one percent of the total. In this negotiation, Sprint has been absolutely uncompromising in holding on to this less than one percent. Here is how the issue presents itself in real terms. Sprint's position is that if any FDN call originating in one Sprint retail local calling area and terminating in another Sprint retail local calling area, then Sprint demands that access subsidy be paid by FDN. Let's say that the access rate is anywhere from 5 to 7 cents a minute, Sprint's access charges are on file with the Commission in tariffs.

If FDN wants to offer a local calling product whereby for an extra dollar or two or three, a customer can call all he wants between cities and among cities within a broader area, such as the LATA, it is not long before FEN would have paid Sprint more in access charges than it would have billed the customer for the service, so we can't do it.

In a generic docket decided by the Commission in 2002, the Commission found that ILEC access rates were a market barrier. That finding was undisturbed on appeal when that decision went to the Supreme Court. The same situation regarding market barrier is present here and is proven here in this case.

If the Commission wants to promote facilities-based competition and wants the market to be efficient and wants the market to decide the fate among competing carriers and competing choices, you should approve FDN's proposal on Issue 5 so FDN's local calling area, the LATA, not Sprint's smaller legacy retail local calling areas govern for purposes of intercarrier compensation. FDN has offered many, what it believes, reasonable compromises for Sprint to accept FDN's proposal on this issue.

For instance, though not required, FDN would agree to establish more than one point of interconnection per LATA. Nothing in the FCC's rules, this Commission's rules, or this Commission's orders require FDN to do so. But the answer was

no, Sprint did not want to do that. Sprint wanted FDN to establish more than one point of interconnection per LATA. FDN offered compromises on other issues, as well, including the VOIP issue. But none of those were acceptable to Sprint in protection of its access subsidy. So why won't Sprint agree? Let me touch on a few reasons why.

First, Sprint says that FDN's proposal is not competitively neutral to IXCs, in particular. My response to that is as follows: Comparing IXCs and LECs is an apples and oranges comparison. IXCs do not and cannot agree to reciprocal termination of traffic as LECs do. An IXC is a middleman and can't even offer local calling.

Second, FDN's plan is the same or similar to what is going on today in BellSouth territory in LATA 460, where the LATA is the local calling area pursuant to FDN's interconnection agreement with BellSouth and some others. Next in the 2002 --

COMMISSIONER DEASON: Mr. Feil, I'm sorry to interrupt. That was a negotiated arrangement between FDN and BellSouth?

MR. FEIL: Yes, sir. And BellSouth had that arrangement with several other carriers, as well, as I understand it.

In the 2002 generic case I referred to a moment ago, the Commission found that it was competitively neutral for the

originating carriers' local calling area to control. However, that finding was the one that was overturned by the Supreme Court because no witness testified on the subject. There is testimony on the record supporting FDN's position in this proceeding.

Sprint also argues that FDN could use its proposed arrangement, FDN's proposed arrangement to terminate other carriers' traffic. Well, FDN agreed that it would not do that. FDN stipulated that we would only terminate traffic originated over FDN dial tone. So Sprint's objection to that seems to be that FDN might breach, and therefore we can't agree. Breaching has its own remedies.

Sprint says that when access charges go down pursuant to the Commission's rate rebalancing decision that was just affirmed by the Supreme Court, FDN's concerns will be mitigated because access charges will be reduced over time. My response to that is so if it is less than one percent of the total subsidy now, why can't we agree on FDN's proposal now. And FDN is the only CLEC, facility-based CLEC of any size in Sprint territory now.

There is a flaw in Sprint's reasoning, notwithstanding these points of disagreement I mentioned above. Under the Telecom Act, exchange access charges apply to toll calling. Toll calling involves an additional charge not included in a customer's agreement for local exchange services.

Toll calling, as Sprint's own witness accepted, typically means a per minute of use charge added to the cost of the call for retail purposes. If FDN doesn't charge its end users toll fees for calls in the LATA, Sprint should not be allowed to charge FDN access.

In closing, there is nothing Sprint wants on this issue other than the absolute protection of its subsidized revenue source, absolute protection of the status quo, and protection of its dominate market share. That, FDN submits, sounds like a monopoly that doesn't want to compete.

That's all I have. Thank you.

COMMISSIONER DEASON: Mr. Feil, I have just a couple of questions and then I will open it up to other Commissioners. Just so that I'm clear, and this pertains to Issue 5, which was the bulk of your argument, the court case which overturned a previous Commission decision concerning this generic issue, it was overturned because there was not evidence within that record to support the Commission's decision that it should be based upon the local calling area of the originating carrier. Explain that to me again, please.

MR. FEIL: There was no testimony in that record, the court found, supporting the proposition that the originating carrier rule was competitively neutral.

COMMISSIONER DEASON: Now, the court did not overturn -- it overturned that because there was not testimony

filed supporting that finding, is that correct?

MR. FEIL: And the court actually said that it appears that the Commission made the choice it did precisely because no testifying expert advocated the originating carrier rule. I would point out to you, however, that that case was or presented the question of a default that may be applicable to all carriers, in theory. Whereas in this case we are only talking about FDN and Sprint.

COMMISSIONER DEASON: So there was not, the court did not overturn the finding that it was anticompetitive, did it, or not? Or did the court go to that question.

MR. FEIL: The court did not overturn the finding that access charges present a market barrier. The Commission found that in the reciprocal compensation order, and the court did not touch that finding.

COMMISSIONER DEASON: Okay. And, obviously, I take it, it is your position that there is sufficient evidence in this record -- now that we have inserted all the testimony into the record, there is sufficient evidence that, in your opinion, would withstand a court's review that there would be competent evidence to substantiate a finding that it should be the originating carrier's local calling area?

MR. FEIL: Yes. And I think that two of the primary arguments there are that comparing the IXC to the LEC is an apples and oranges comparison. And the other is that this is

going on today in BellSouth territory.

COMMISSIONER DEASON: Commissioners, any questions for either Sprint or FDN?

COMMISSIONER BRADLEY: I would just like to make a statement.

COMMISSIONER DEASON: Please do.

COMMISSIONER BRADLEY: And just in response to a statement that was made that wireline competition is not important to this Commission. I would just like to go on the record stating very clearly that wireline competition is important to this Commission. All competition, as a matter of fact, is important to this Commission as governed, or as -- I wouldn't say governed, but as laid out in terms of the Florida Statutes as well as the FCC rules that pretty much dictate how this process occurs.

But, again, you know, I just think that -- Mr. Feil, I know that -- well, I would just like for you to understand that all competition is important.

MR. FEIL: I understand, sir.

COMMISSIONER BRADLEY: Okay.

COMMISSIONER DEASON: Anything else?

Staff, do we need to review the schedule for the remainder of this case?

MS. SCOTT: Yes, Chairman, we can do that if you would like.

COMMISSIONER DEASON: Let's do that, just to make sure that everyone understands.

The transcripts are going to be filed when?

MS. SCOTT: I'm not sure about that, Chairman.

COMMISSIONER DEASON: Okay.

THE REPORTER: There wasn't a date in CMS. We could have the transcript finished within a week, and earlier if needed.

COMMISSIONER DEASON: Okay. The transcript will be available within a week, no later than a week. It could be earlier, but certainly within a week. Briefs are due September 1st, is that correct?

MS. SCOTT: That's correct, Chairman.

COMMISSIONER DEASON: What's the remainder of the schedule, do you have that in front of you? This is set to go to a regularly scheduled agenda conference, is that correct?

MS. SCOTT: Yes, it is. Those dates, though, Chairman, have not been figured out at this point.

COMMISSIONER DEASON: Okay.

MS. SCOTT: One more thing, though, Chairman, before we adjourn. Staff would just like to clarify for the record, because we are uncertain as to whether or not Doctor Ankum's rebuttal testimony had been moved into the record.

COMMISSIONER DEASON: Okay. Well, let's get that clarified then. It was my understanding that it was direct and

rebuttal. So if we need to clarify -- all the rebuttal has been stricken, is that correct?

MR. FEIL: No, sir. None of the rebuttal was.

COMMISSIONER DEASON: All right. Very well.

MR. FEIL: And Doctor Ankum testified on his own in rebuttal, whereas he was part of a panel on direct.

COMMISSIONER DEASON: Okay. We need to clarify that. And it was my intent to include all of the testimony that was not stricken. And since none of the rebuttal testimony was stricken, just so the record is clear, then, Doctor Ankum's rebuttal testimony is inserted into the record as though read.

MS. SCOTT: Thank you, Chairman.

COMMISSIONER DEASON: Very well. Before we adjourn, just let me say I know there have been a few contentious issues in this case, I understand that and the reason for that. But I don't want to overlook the fact that there were a substantial number of issues that were agreed to by the parties, and so I want to congratulate them for that very substantial progress.

So the fact that there are still some contentious issues, I don't want that to overshadow the fact that there was a lot of agreement in this case. And I think I can speak for my fellow Commissioners in saying we appreciate that, those efforts and that success.

MR. FEIL: Thank you.

COMMISSIONER DEASON: Okay. Hearing nothing further

to come before the Commission, this hearing is adjourned.

Thank you all.

MR. FEIL: Thank you.

MS. SCOTT: Thank you.

(The hearing concluded at 10:08 a.m.)

STATE OF FLORIDA)

: CERTIFICATE OF REPORTER

COUNTY OF LEON)

I, JANE FAUROT, RPR, Chief, Office of Hearing Reporter Services, FPSC Division of Commission Clerk and Administrative Services, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript constitutes a true transcription of my notes of said proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 8th day of August, 2005.

JANE FAUROT, RPR
Official FPSC Hearings Reporter
FPSC Division of Commission Clerk and
Administrative Services
(850) 413-6732

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 041464-TP EXHIBIT NO. 1
COMPANY/ FPSC Staff
WITNESS: Comprehensive Exhibit List
DATE: 08-04-05

Comprehensive Exhibit List – 041464-TP
August 4, 2005
Hearing

Hearing I.D. #	Witness	I.D. # As Filed	Exhibit Description
1		Comprehensive Exhibit List	Comprehensive Exhibit List
2		**Staff's** Consolidated Confidential Exhibit	Sprint- **CONFIDENTIAL** Responses to Staff's 1st Request for Interrogatories Nos. 1, 36, and 38; and Production of Documents, No. 2
3		**Staff's** Consolidated Exhibit for Sprint	**Sprint** - Responses to Staff's 1st Request for Interrogatories Nos. 1 – 43, 46 – 51; **Sprint's** Responses to Staff's 2nd set of Interrogatories Nos. 52-73 and **Sprint's** Production to Staff's 1st Request for Production of Documents Nos. 1 and 2; **Sprint's** Late-Filed Exhibit No. 1 for Witness Peter Sywenki
4		**Staff's** Consolidated Exhibit for FDN	**FDN** - Responses to Staff's 1st Request for Interrogatories Nos. 1 – 10, 12 – 14, 17-33, 36, 38-49, and 51; **FDN's** Responses to Staff's 2nd set of Interrogatories Nos. 53 – 56; and 58 – 64 And **FDN's** Response to Staff's 1st Request for Production of Documents Nos. 1 and 2
5		**FDN's** Composite Exhibit	Contains all of Sprint's Responses to FDN's Discovery Requests (Except for Sprint's Appendix to Interrogatory No. 91)
6		**FDN's** Exhibit	Deposition Transcript of James Maples (inclusive of errata sheet)
7		**FDN's** Exhibit	Exhibits to Deposition of James Maples
8		**FDN's**	Deposition Transcript of Peter Sywenki

		Exhibit	(inclusive of errata sheet)
9		**FDN's** Exhibit	Late-Filed Exhibit to Deposition of Peter Sywenki
10		**FDN's** Exhibit	Deposition Transcript of Steven Givner (inclusive of errata sheet)
11		**FDN's** Composite Exhibit	Exhibit Containing Numerous e-mails to and from FDN and Sprint
12		**Sprint's** Exhibit	Sprint's Errata Sheet to Testimony of Sprint's Witnesses

Testimony Exhibit List			
No.	Witness	Exhibit (if any)	Description
13	James Maples	JMM-1 and JMM-2	Determination of Business Lines and Fiber Based Collocators by Wire Center; Summary of Business Access Lines by Wirecenter for Florida.
14	Jimmy R. Davis	JRD-1	Routine Modifications of Facilities
15	Steven Givner	SDG-1	Draft Interconnection Agreement
16	Peter Sywenki	None.	None.
17	Kevin P. Smith	~~None.~~ KPS-1	~~None.~~ Letter Agreements
18	Panel of Dr. August Ankum, Warren R Fischer, CPA, and Sidney Morrison	AHA-1 WRF-1 SLM-1	Curriculum Vitae of Witnesses
19	Dr. August Ankum	AHA-2	Sprint Objections and Discovery Responses

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 2
COMPANY/ FPSC Staff's Consolidated
WITNESS. Confidential Exhibit
DATE: 08-04-05

EXHIBIT NO. 2

DOCKET NO.: 041464-TP

WITNESS: Stipulated

PARTY: Sprint

DESCRIPTION:

1. **Sprint's CONFIDENTIAL responses to Staff's 1st set of interrogatories (No. 1, 36, 38) and Production of Documents No. 2**

PROFFERING PARTY: STAFF

CONFIDENTIAL

RESPONSES TO STAFF'S 1ST SET
OF INTERROGATORIES NO.'S 1, 36, 38
AND
PRODUCTION OF DOCUMENTS NO. 2

EXHIBIT NO. 3

DOCKET NO.: 041464-TP

WITNESS: Stipulated

PARTY: Sprint

DESCRIPTION:

1. Sprint's responses to Staff 1st set of Interrogatories No.'s 1-43, 46-51
2. Sprint's responses to Staff's 1st set of Production of Documents No.'s 1-2
3. Sprint's responses to Staff's 2nd set of Interrogatories No.'s 52-73
4. Sprint's Late-Filed Deposition Exhibit No. 1 for Peter Sywenki

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 3
COMPANY/ FPSC Staff's Consolidated
WITNESS: Exhibit for Sprint
DATE 08-04-05

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP

SPRINT'S RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-51) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-2)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses to Staff's First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on June 7, 2005.

Interrogatory	Prepared by	Title
1-7	Peter Sywenki	Director – Regulatory Policy
8-13	James M. Maples	Regulatory Affairs Manager
14-15	Steven D. Givner	Project Manager
16-35	James M. Maples	Regulatory Affairs Manager
36	Steven D. Givner	Project Manager
37	James M. Maples	Regulatory Affairs Manager
38-41	Jimmy R. Davis	Senior Manager – Network Costing
42-43	James M. Maples	Regulatory Affairs Manager
46	James M. Maples	Regulatory Affairs Manager
47-51	Peter Sywenki	Director – Regulatory Policy

INTERROGATORIES

Issue 5 - How should "local traffic" be defined?

1. In Witness Sywenki's direct testimony, he states that there is significant rate disparity between reciprocal compensation and access charges under the current intercarrier compensation regime. Please describe in detail how reciprocal compensation and access works and how defining "local traffic" as ***all traffic exchanged within a LATA*** affect your customer rates. If possible, please provide a numeric and/or percentage summation to illustrate the general effect on your rates.

Response:

How reciprocal compensation and access charges work

Reciprocal compensation applies to traffic that originates and terminates within the same local calling area. The originating carrier pays reciprocal compensation to the terminating carrier for transport and termination of the traffic. Access charges apply to inter-exchange traffic that originates in one local calling area and terminates in another local calling area. The inter-exchange carrier pays the originating carrier for originating the call and pays the terminating carrier for terminating the call. Both the rate level and the rate structure differ between reciprocal compensation and access charges. If all traffic exchanged within the LATA were to be defined as "local traffic", then the reciprocal compensation rate and structure would replace the access rate and structure for calls that are currently subject to the access rate and structure.

How defining "local traffic" as all traffic exchanged within a LATA would affect your customer rates

In essence, the result of defining "local traffic" as all traffic exchanged with FDN within a LATA would be a rate reduction from the higher access rate to the lower reciprocal compensation rate and a corresponding access revenue reduction. Sprint's average rate for termination of intrastate intraLATA switched access is 5.6 cents per minute. The rate for reciprocal compensation is zero cents per minute under bill and keep.

In addition to the difference in rate level, the reciprocal compensation rate structure that applies to local traffic is completely different than the access charge rate structure which applies to long distance calls which causes a number of other significant problems. For example, today intraLATA long distance traffic is handled by the customer's presubscribed interexchange carrier. The interexchange carrier pays originating access to the originating LEC and terminating access to the terminating LEC. If intraLATA long distance traffic is deemed local as FDN suggests, it is not clear to Sprint what would happen to the presubscribed IXC, whether the IXC or LEC would be responsible for delivering the call to the terminating LEC, whether the IXC or the LEC would be responsible for compensating the terminating LEC, whether the IXC would still be required to pay originating access to the originating ILEC, etc. Moreover, maintaining a different local calling scope solely for traffic exchange with FDN would require billing system

and operational modifications because Sprint's intercarrier compensation systems and processes are standardized based on Sprint's Commission-approved local calling areas.

In addition, there is the potential for the access revenue reduction to expand well beyond that which would be experienced based on the traffic currently exchanged between Sprint and FDN for three reasons. First, FDN would have a lower cost of terminating intraLATA long distance traffic to Sprint than other carriers have, and since there is no restriction on FDN being a "carrier's carrier" FDN could readily attract other carriers to terminate their traffic to Sprint through FDN. Second, other carriers could MFN the FDN-Sprint agreement. Third, competition gives carriers the incentive to lower cost by any means and new technologies are making it more difficult to identify the physical origination points for calls and therefore the appropriate jurisdiction for compensation. Expanding the definition of local calling area to an entire LATA just increases this natural incentive and opportunity to misclassify traffic jurisdiction.

If possible, provide a numeric and/or percentage summation to illustrate the general effect on your rates

For all the above reasons and because Sprint is not privy to FDN's business plans, it is very difficult to determine precisely the impact that treating all traffic exchanged in a LATA as "local traffic" would have on Sprint's inter-carrier compensation revenue. However, in an attempt to put this issue into perspective, Sprint Florida generates approximately [redacted] per line per year in intrastate access revenue. Arguably not all of this is at immediate risk, but an expansion of the definition of "local" for intercarrier-compensation purposes within the context of this arbitration will quickly put significant additional pressure on this revenue stream as other carriers seek ways to avoid access charges in order to stay competitive with FDN's preferential treatment.

If this question pertains to the impact on Sprint's retail customer rates if the Commission adopts a definition of "local traffic" that includes all traffic exchanged with FDN within a LATA, the response is that there will be no impact because Sprint cannot within the context of this arbitration change its retail rates. If the question is asking Sprint to speculate what might occur to Sprint's retail customer rates after the arbitration if the Commission adopts a definition of "local traffic" that includes all traffic it exchanges with FDN within a LATA, the response is that Sprint is reluctant to speculate but it is likely that there would be no immediate impact on retail customer rates, because Sprint assumes it would continue to be bound by the existing definition of local traffic for all traffic it exchanges with other carriers besides FDN. If this question is asking Sprint to speculate as to what the impact would be if all carriers were subject to a compensation structure where all intraLATA traffic were deemed local, Sprint is reluctant to speculate, but the likely result would be reduced per minute toll rates and increased line rates for basic local service as carriers would seek to recover lost toll and access revenue.

2. Why does Sprint denote that ISP-Bound traffic be excluded from its general definition of local traffic? Please explain further.

Response:
The FCC has established a compensation scheme for ISP-bound traffic that is different than the reciprocal compensation scheme that applies to local voice traffic. Specifically, the FCC

classified ISP-bound traffic as "information access" and applied specific rate caps and conditions for compensation related to ISP-bound traffic which do not apply to the exchange of local voice traffic.

3. In Witness Sywenki's direct testimony, he represented that Sprint would welcome replacing the present inter-carrier compensatory system with a more equitable one. He further stated that the present system places ILECs at a competitive disadvantage because of their carrier-of-last-resort (COLR) designation. Witness Sywenki purports that accepting FDN's definition of local calling would in essence create inappropriate competitive disparities and would put its COLR revenues at risk. Please elaborate on some of those competitive disparities and COLR revenues that would be at risk. Additionally, please identify any and all advantages Sprint may have in relation to economy of scale and having existing facilities and equipment, which could be deemed to be a competitive advantage for Sprint/ILECs in general.

Response:

COLR revenues at risk

As carrier-of-last-resort, Sprint is obligated to provide basic local service to any requesting customer subject to federal and Florida rules and tariffed terms and conditions. As this Commission and the FCC have recognized, low prices for basic local residential service have been maintained by charging higher rates for other services, especially long distance and access services. Thus, access charges have been, and continue to provide, a significant level of support for below cost basic local service. Under FDN's proposed local traffic definition, traffic for which Sprint currently receives access revenue would be deemed "local" thereby reducing the source of revenue that is recognized as supporting Sprint's provision of universal service.

The present inter-carrier compensation system places ILECs at a competitive disadvantage because ILECs rely on a vulnerable source of support (implicit subsidies in access charges) to fulfill their carrier-of-last-resort regulatory mandate. Access charges are vulnerable for many reasons. They are generated disproportionately by high volume-users which are attractive targets for new entrants. They are increasingly subject to regulatory arbitrage, e.g., carriers misclassifying traffic as local instead of toll to avoid access charges. They are subject to long distance service substitution from wireless, email, instant messaging, text messaging, and other internet-based communications. By contrast, a new entrant has greater flexibility in choosing who to serve and where to serve and has greater control over the mix of products it offers and the prices it charges. In fact, because of this flexibility, access charges mean something very different to new entrants than they mean to incumbents. "Gaming" inter-carrier compensation by focusing solely on attracting high-volume usage customers that generate a disproportionate share of toll and access revenue for the ILEC and/or access charge avoidance are a natural part of business plans pursued by new entrants. For these reasons, Sprint has consistently supported the elimination of implicit subsidies in access charges by providing carriers a competitively-neutral alternative means of revenue recovery.

Competitive Disparities

FDN's proposal also produces inappropriate competitive disparities both between Sprint and FDN and between FDN and other carriers. Because access revenue is a source of support for Sprint's carrier-of-last-resort obligations, a reduction in Sprint's access revenue without a corresponding competitively-neutral means of recovery (which Sprint can't attain within the confines of this arbitration) puts Sprint at a disadvantage for all of the reasons stated above. In addition, if addressed in the context of this two-carrier arbitration, FDN gains a competitive advantage over inter-exchange carriers that remain subject to paying higher access charges and that must pay on originating and terminating traffic while FDN enjoys lower cost (no cost under bill and keep) reciprocal compensation for long distance intraLATA calls. For example, a call from Orlando to Orange City for a customer of an IXC would incur originating plus terminating access charges of approximately 6.4 cents per minute, whereas the exact same call for an FDN customer would incur reciprocal compensation of zero cents per minute under bill and keep. Clearly this provides FDN an unfair competitive advantage. In order to compete, other carriers would necessarily be pressured into seeking access avoidance which would lead to further erosion of access revenue that supports universal service. For these reasons, Sprint strongly opposes redrawing the local traffic definition for intercarrier compensation in single carrier arbitrations and strongly supports intercarrier compensation reform that provides a comprehensive, competitively neutral outcome for all carriers.

Advantages Sprint may have

To the extent Sprint has competitive advantages of incumbency in terms of economies of scale and existing facilities and equipment, these advantages are offset by Sprint's obligation to lease elements of its network to competitors at forward looking cost-based rates, Sprint's carrier-of-last-resort obligations, and numerous other price and service regulations that apply disproportionately to incumbents. Moreover, Sprint rejects the notion that providing FDN a different definition for "local traffic" than the definition that applies to other carriers is somehow "fair" because FDN is a new entrant and Sprint is an incumbent. Sprint does have an established customer base, goodwill, and a reputation for reliable service. However, these benefits do not justify punitive actions that would reduce Sprint's revenue or actions that implement a disparate intercarrier compensation rate reduction for one carrier which would disadvantage other carriers in the market.

4. If the local calling areas were defined to include intraLATA calls, would Sprint's revenues increase, decrease, or stay the basically the same? Please explain and express numerically or in terms of percentages.

Response:

See Sprint's response to Interrogatory No. 1.

5. During Witness Sywenki's direct testimony, he indicated that, unlike FDN, Sprint was obligated to serve as the COLR and provide basic service at rates "strictly regulated by the Commission." According to Section 364.051 (3) and (4), Florida Statutes, Sprint or any other telecommunication company has a right to petition the Commission if it

believes circumstances have changed substantially to justify an increase in the rates for basic local telecommunications services. If Sprint believes that its rates need to be adjusted, could it not petition the Commission based on any extenuating circumstances produced by its COLR obligations? Please explain.

Response:

Sprint does not think it would be appropriate or consistent with Commission precedent to require what amounts to an access rate reduction in the context of an arbitration proceeding but to require a petition and separate proceeding to adjust for the impacts of that decision. The Commission has already conducted a proceeding to accomplish simultaneous rate rebalancing. That is the appropriate approach because it ensures all rates are adjusted at the same time and ensures there is no lag between rate modifications. Moreover, as explained in the response to interrogatory No. 1, it is very difficult to quantify the impact of redefining local traffic in the context of this two-carrier arbitration. Again, the Commission's rate rebalancing proceeding is the right approach because the impacts were not speculative, but readily identifiable.

6. Please explain what advantage(s) FDN would gain over Sprint and other carriers in regards to these companies being subject to the existing ILEC local calling areas for determining compensation.

Response:

See Sprint's response to Interrogatory No. 3.

7. FDN has indicated that it would carry its local traffic at least as far as Sprint's tandem switch(s) serving its end users. If FDN were to incorporate this practice as a condition of this agreement, would it reduce Sprint's access related costs and thus allow for the enlarging of the local calling area footprint? If it would not reduce Sprint's costs, please explain what effect, if any, it would have on Sprint's overall rates.

Response:

Establishment of interconnection at Sprint's tandems for the exchange of local traffic would not reduce Sprint's access related costs, because the traffic in question is not access traffic, it is the exchange of local traffic. Moreover, Sprint agrees to share the interconnection facility costs based on each party's proportionate use of the interconnection facility and provides these facilities at TELRIC rates **(cite/reference to contract)**, so both parties share the economic cost of the interconnection facilities. It would not allow for an enlargement of Sprint's local calling footprint and would not affect Sprint's overall rates. First, Sprint cannot in an arbitration proceeding change its local calling footprint or change its local rates. That would require a separate tariff filing and be subject to regulatory approval. Second, because Sprint's intercarrier-compensation with all other carriers would continue to be based on the existing definition of

local calling area, Sprint's access costs for termination to these carriers would remain the same. Moreover, Sprint would actually experience an increase in operating and billing costs if it were required to adopt a definition of local traffic for FDN that is different than that which applies to other carriers.

Issue 21 - What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

8. Should FDN be subject to the ICB and/or BFR processes?

Response:

The dispute with respect to Issue 21 is whether or not Sprint can exercise its contractual right to impose termination liabilities when an end user customer signs an agreement with Sprint for services and then seeks to receive those same services from a CLEC via a resale arrangement. The BFR process, which is not being disputed by the parties in this proceeding, is not a part of this issue.

The BFR process is designed for those instances where the CLEC request will require Sprint to modify operational processes or procedures such as pre-ordering, ordering, provisioning, maintenance, and billing, getting into areas of product development, rather than just developing a price quote. It is entirely appropriate to include such a provision in the agreement and for FDN to be subject to it.

The ICB process is included in this agreement for the development of prices for certain UNEs or access to UNEs that vary with respect to specific applications. For example, ICB pricing applies to sub-loop access. This approach is entirely consistent with the Commission's order in Sprint's UNE Cost Docket (see Maples Direct, page 22, at line 1). It is therefore appropriate for FDN to be subject to it.

It is important to note that should FDN have an issue with respect to a particular BFR or ICB price it can utilize the dispute resolution procedures to resolve the issue.

In the resale context Sprint utilizes ICB pricing for non-tariffed services. The services have not been tariffed due to the lack of demand. Sprint utilizes a CSA in a competitive bid situation, which allows Sprint to vary from tariffed pricing. Sprint's use of both of these options is authorized by the Commission. In each case the customer that Sprint is developing the price for is not FDN but an end user. The FCC has ruled that ILECs must resell these types of arrangements, which in that sense subjects FDN to ICB pricing (at FDN's option), although it did acknowledge that the avoided costs for arrangements such as volume discounts could be less (First Report and Order, CC 96-98, ¶953). Sprint believes that this concept applies to these types of arrangements although it has not developed a different resale discount percent for such arrangements.

9. What is the rationale for not allowing new customers a reasonable amount of time to use a product or service and evaluate it, and if it does not meet its expectations return it without paying a considerable penalty? Please explain.

Response:

The question is more related to Sprint's retail pricing strategies, which Sprint does not believe are at issue in this proceeding; however, the following response is provided.

Sprint believes that the use of the term "penalty" mischaracterizes the issue and implies that its use is, in some manner, taking advantage of consumers. The situations that are at issue here are often competitive bid situations where a customer is securing price quotes for service from several providers. These consumers are intelligent, often sophisticated and capable of making a business decision, comparing price and product capabilities. They sign the contract willingly, receiving a reduced price by agreeing to a longer term. Should they cancel the contract the termination liability is often the difference in what they would have paid on a month to month basis versus the reduced price and/or the residual cost of equipment and special construction that was deferred over the life of the contract. These are not penalties.

10. In Witness Maples's direct testimony, he indicated that the Department of Administrative Hearings (DOAH) ruled that the so called "fresh look" rule was invalid because it discriminated against ILECs and would actually produce less rather than more competition. In relation to competition and the consumer, is Sprint aware of any survey or similar public opinion apparatus that asked the general public whether they favored the so-called "fresh look" period? If not, does Sprint think an assessment of the general public would give a good indication of whether the fresh look period is no longer necessary or appropriate? Please explain.

Response:

Sprint is not aware of any survey and believes that a survey is not needed. As stated above, the use of CSAs occurs in a competitive bid situation. The consumer is obviously securing bids from providers other than Sprint. In fact, Sprint believes that in some of these situations customers are very aware of the ability of CLECs to resell ILEC services, and are trying to drive Sprint's prices down knowing that the customer can get an additional discount from a CLEC for the same service once the customer signs a contract with Sprint. Sprint must therefore keep this constantly in mind as it develops competitive price quotes realizing the consequences of having to apply additional deep discounts should a CLEC acquire the contract via resale.

11. Does Sprint keep track of how many customers it has lost during the "fresh look" period? If so, what are the total number of customers lost? Please identify the number and percentage of customers lost in relation to those that initially joined.

Response:

Sprint does not have a complete record of why customers cancel their contracts. For the 5 month period ending May, 2005 Sprint Florida had 12 CSA requests cancelled out of a total of 71. It is unknown how many of these went to CLECs.

Issue 22 - What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?

12. In the direct testimony of Witness Maples, on page 10, lines 7 thru 10, he mentions that FDN has asked Sprint to inform it if another CLEC files with the Commission for resolution of a dispute regarding the status of a wire center. Would it be reasonable for Sprint to list this publicly available information on the following Sprint web site:

    http://www.sprint.com/regulatory/nvDocuments/wire_centers_exhibita.pdf?refurl=wire_center

    and if not, why?

Response:

Sprint would not be opposed to putting a notice to CLECs under the Regulatory Notifications section of www.sprint.com/regulatory. This is a reasonable solution.

13. In the direct testimony of Witness Maples, on page 10, lines 11 thru 13, he mentions a dispute between FDN and Sprint over the DS1 Dedicated Transport cap included in the FCC's rules. Is it Sprint's understanding that FDN believes that the cap is only applicable on routes where DS3 Dedicated Transport is no longer available? Please indicate the authoritative source, from either the TRO or the TRRO, that supports the cap limitation of DS1 availability.

Response:

It is Sprint's understanding that FDN believes that the DS1 Dedicated Transport cap (10 DS1's per route) only applies to those routes where there has been a finding of non-impairment for DS3 Dedicated Transport. Sprint maintains that the cap is applicable to each and every route.

The support for Sprint's position is included in Witness Maples' direct testimony, pages 14 through 16, and is reviewed below.

The primary reason for Sprint's position is that the rule established by the FCC in the TRRO is not ambiguous and that applying FDN's interpretation would have the effect of changing the meaning of the rule. The rule (47 C.F.R. 51.319(e)(1)(2)(B)) is as follows:

> Cap on unbundled DS1 transport circuits. A requesting telecommunications carrier may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

It clearly states that the cap is applicable "on each route where DS1 dedicated transport is available on an unbundled basis." Sprint fails to see how this rule could be interpreted to mean that the cap only applies where DS3 circuits are not available. Consider the possibility that there is a simple typographical error and the second reference to "DS1" should read "DS3". The resulting reading would not support the FDN position that the cap applies where DS3 dedicated transport is not available (the FDN position) but would read "on each route where DS3 dedicated transport is available on an unbundled basis." Indeed the only way that FDN's interpretation can be read into this is if the FCC totally blundered and did not know how to write a rule. Sprint believes that to be unlikely.

In explaining its reasons for the cap the FCC stated the following in ¶128 of the TRRO:

> *Limitation on DS1 Transport.* On routes for which we determine that there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport, we limit the number of DS1 transport circuits that each carrier may obtain on that route to 10 circuits. This is consistent with the pricing efficiencies of aggregating traffic. While a DS3 circuit is capable of carrying 28 uncompressed DS1 channels, the record reveals that it is efficient for a carrier to aggregate traffic at approximately 10 DS1s. When a carrier aggregates sufficient traffic on DS1 facilities such that it effectively could use a DS3 facility, we find that our DS3 impairment conclusions should apply. (Footnotes omitted.)

The first sentence reads, "On routes for which we determine that there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport, we limit the number of DS1 transport circuits that each carrier may obtain on that route to 10 circuits." It does state that the DS1 cap applies on those routes where there is no unbundling for DS3 transport but DS1 transport is available.

The FCC reasoned in the second sentence that its position was "consistent with the pricing efficiencies of aggregating traffic." Sprint interprets this to mean that when a carrier has sufficient demand to require more than 10 DS1 circuits it is more efficient to secure a DS3. This acknowledgement is on the basis of a reasonably efficient competitor and the information that the FCC had on the record in the TRRO.

Sprint's interpretation is validated with the third sentence, "While a DS3 circuit is capable of carrying 28 uncompressed DS1 channels, the record reveals that it is efficient for a carrier to aggregate traffic at approximately 10 DS1s." This statement of when it is efficient for carriers to aggregate traffic is not restricted to those routes where there is no obligation to provide DS3 transport, but is general, applying to all routes.

The FCC therefore determines in the last sentence of the paragraph that the conclusion that it made in the first sentence (cap of 10 DS1s on routes where DS3 is not available) also applies anywhere it can effectively use a DS3 facility, which is where they have more than 10 DS1 circuits.

CLECs focus on the first line and state that the whole paragraph applies to those routes where DS3 transport isn't available. They ignore what the rule says and must therefore assume that the FCC totally didn't understand what it wrote in paragraph 128 when it authored the rule. Sprint obviously reads the order to see if it can reasonably support the rule and we think that it does.

FDN's position is also counter intuitive. If the cap only applies where DS3 transport isn't available, that means that it is efficient for the CLEC to begin purchasing DS3s (at special access rates that are likely higher) when it has more than 10 DS1's but it's not efficient where the CLEC can buy DS3s at the cheaper TELRIC price. That position is illogical.

If the Florida Commission were to agree with FDN's interpretation it would extend Sprint's unbundling obligation beyond what the FCC ordered and is therefore inappropriate.

14. In the direct testimony of Witness Givner, on page 5, lines 18 thru 22, he mentions negotiations between the parties continue, particularly on the TRRO related issues. Please update Commission staff on the results of these ongoing negotiations.

Response:

The Parties continued discussions on all terms, including those related to TRRO, up until the day before Direct Testimony was due. Some issues were resolved the day before Direct Testimony was filed. The Parties have not held discussions since the filing of Direct Testimony.

15. In the direct testimony of Witness Smith, on page 11, lines 1 thru 3, he states that Sprint has not yet provided FDN with the data supporting the wire centers Sprint believes meet the unimpaired standards for transport in the TRRO. Is this correct, and if so, why has the supporting material not been provided?

Response:

Data supporting the wire centers was sent to FDN via e-mail on May 27.

Issue 23 - When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify?

16. Do you believe it is necessary for FDN to self-certify every single UNE order it submits to Sprint? Please explain.

Response:

No. Sprint has removed the terms in 40.4 that required FDN to self-certify each UNE that it orders. Sprint's initial intent was to ensure that FDN was using each UNE appropriately. The current terms proposed by Sprint at 40.4 simply seek agreement regarding how CLECs can use UNEs, which are included in the subsequent paragraphs. Some of these terms are in dispute in this proceeding.

17. If it is your position that FDN should self-certify every single UNE order it submits to Sprint, explain how the self-certification should occur (i.e. individual letters for each UNE, one letter for all applicable UNEs, etc.).

Response:

See Sprint's response to Interrogatory No. 16.

18. Please provide Sprint's understanding of paragraphs 620-625 (Certification and Auditing) of the FCC's Report and Order and Order on Remand and Further Notice of Proposed Rule Making, Released August 21, 2003. Include a specific explanation of its application to self-certification as framed in this issue.

Response:

Paragraphs 620-625 of the TRO apply to Enhanced Extended Links (EELs) and do not apply to ordering individual UNEs. Paragraph 624 requires that CLECs certify that the EELs that it has ordered meets the service criteria included in the rules (47 C.F.R. §51.318). The agreement addresses this certification in §50.4.3, which Sprint does not believe is in dispute and not included in this issue. Sprint's initial intent was that the certification in dispute would not apply to EELs but would apply to stand alone UNEs only.

Issue 24 - May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"

19. On May 12 Sprint and FDN initially agreed upon alternate language for 40.4.3. In the testimony of Witness Maple, page 17, line 23, he stated an additional term, ***Mobile Wireless***. Please explain the reason for this addition.

Response:

The omission was inadvertent. The support for Sprint's proposed terms included in Witness Maples Direct testimony on pages 18 through 20 shows that the FCC treated interexchange services and Mobile Wireless services on the same basis.

Issue 25 - When and how should Sprint make subloop access available to FDN?

20. Does Sprint offer and/or provide subloop access (SLA) to other carriers? If so, under what rates, terms, and conditions? Please list all rates, terms, and conditions for each carrier.

Response:

Sprint offers SLA to carriers in Florida on the same basis that it is offering it to FDN, consistent with the Commission's ruling in the Sprint UNE Cost docket. The rates, terms, and conditions are filed in this proceeding.

Sprint is not providing any SLA to any carrier in Florida. There have been no requests.

The subloop rates included in the price list are as follows:

SUB-LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
Sub-Loops Interconnection (Stub Cable)		ICB
2 Wire Voice Grade and Digital Data Distribution		
Band 1	$4.97	
Band 2	$7.58	
Band 3	$10.28	
Band 4	$18.22	
First Line		$119.15
Second Line and Each Additional Line (same time)		$40.65
Disconnect		$51.98
4 Wire Voice Grade and Digital Data Distribution		
Band 1	$9.58	
Band 2	$14.59	
Band 3	$19.77	
Band 4	$34.98	
First Line		$164.56

Second Line and Each Additional Line (same time)		$65.20
Disconnect		$63.31

The terms and conditions are included in section 45 of the agreement. The only dispute between the parties is with respect to §45.1. Sprint's proposed language for that section is as follows:

> 45.1 Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops that have been ordered from Sprint by any CLEC through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. Once a type of subloop has been provisioned to any CLEC in the state of this Agreement, Sprint shall make available such subloop under the same or more favorable terms, conditions and charges to other requesting CLECs, upon execution of an amendment or other acceptance of pricing by CLEC.

21. If Sprint is providing subloop access to other carriers, would Sprint agree to make those same rates, terms, and conditions available to FDN? If not, please explain why.

Response:

As stated in 20 above, Sprint is not providing SLA to any carrier in Florida. The Florida Commission approved rates for sub-loop elements in the Sprint UNE Cost Docket and those are available to all carriers in Florida. The elements that are ICB are specific to the individual circumstances regarding the CLEC securing access to the SLA at a particular point in Sprint's network. Variables that can impact the actual arrangement include (but are not limited to): the availability of spare capacity in a cabinet, the number of blocks available, the amount of conduit space available, the number of pairs requested by the CLEC, a CLEC request for a test point at the point of meet, the amount of trenching that is required, and any rights-of-way issues. It may therefore be unlikely, given the number of variables and the fact that no carrier has requested SLA in Florida, that a specific request from FDN would match another carrier's request in all aspects. However, Sprint will certainly provide FDN the same rates, terms, and conditions where FDN's request does match another carrier's request. Sprint is not seeking to discriminate between carriers in this instance as FDN implies. The terms agreed to by Sprint at §42.1 and §45.1 of the agreement clearly obligate Sprint to providing non-discriminatory access.

22. What process does FDN currently use to obtain subloop access from Sprint?

Response:

FDN has not requested SLA from Sprint.

23. What process does Sprint propose that FDN use to obtain subloop access?

Response:

The terms of the agreement at §45.1 require the use of the ICB process for SLA. When a CLEC determines that it wants to secure SLA at a specific location it must provide Sprint specific information regarding the type of access it desires, including the location, the number of pair that it seeks access to and other specifics, such as where on the easement it would like to meet Sprint with its facilities. The CLEC will work out these details prior to submitting the ICB with its Sprint field service manager and other Sprint subject matter experts (network planners, field engineers). It may require site visits with personnel from both sides to discuss what the CLEC needs and to collect specific information. Once the details are determined this information is submitted in the ICB to Sprint. Sprint's personnel will review the request and determine a price quote within a 30 day time frame. If the CLEC accepts the price quote the parties will develop a work schedule for completing the SLA and follow through. If the CLEC does not like the pricing it can escalate the issue and ultimately pursue dispute resolution.

In conjunction with the above process, a CLEC can pursue collocation of its equipment at the remote location. It can submit a Space Report Request to determine if space exists for the equipment that it wishes to collocate and if the response is affirmative can submit a collocation application. Collocation will be provided in accordance with those terms and conditions.

Once the SLA is provisioned the CLEC will employ the normal ordering process to order the sub-loops (which were approved by the Commission in the Sprint UNE Cost Docket) to its point of access (see responses to 20 and 27).

24. What rates, terms, and conditions would Sprint deem to be acceptable for providing subloop access to FDN? Please cite specific rates, terms, and conditions.

Response:

See Sprint's response to Interrogatory No. 20.

25. What is Sprint's position on offering SLA?

Response:

Sprint has provided pricing for those sub-loop elements that are readily identifiable and where it currently makes sense to employ average pricing. Sprint has not provided any CLECs SLA in Florida and continues to lack the experience that would enable it to develop standard configurations (and thus standard prices). FDN has not proposed specific SLA configurations during negotiations that it might be interested in (which arguably could be priced out), nor has it pursued SLA in the past. Therefore ICB pricing remains that most logical avenue for these components of SLA. Consistent with its commitment in the cost docket, once Sprint experiences sufficient demand it will develop standard pricing for SLA. CLECs are not without recourse if they do not like the resulting ICB price, but can pursue dispute resolution.

26. What benefit does a carrier gain from having SLA?

Response:

The primary benefit is to enable carriers that are building out networks (pursuing facilities based networks) to fill in sections with ILEC facilities. SLA will also allow carriers to provide some services that it could not do so from the ILEC wire center. For example, if a carrier seeks to offer xDSL services it requires access to copper facilities to the customer premises, but in some situations (fiber fed digital loop concentrator) copper facilities are not available at the wire center but must be accessed at the remote location.

27. What steps are necessary to provide SLA to another carrier?

Response:

Provisioning of Sprint Subloops

1. Interconnection or Collocation

a) Prior to ordering UNE Subloops, the CLEC must establish its own network presence at or near an accessible point in the network. A CLEC may construct its own site and interconnect with Sprint through the ICB process or may submit a Space Report Request to determine if collocation at a particular Sprint remote site is an option (see response to 23 above). The following personnel are involved in this process:

- Field Sales Manager
- Product Manager
- Network Planner
- Network Engineer
- Field Engineer
- Regulatory Costing/Pricing
- Field Supervisor
- Field Technician(s)

b) Once the CLEC has delivered its feeder facilities up to Sprint's cross-connect device and interconnection or collocation is completed, the CLEC may begin ordering subloop services.

2. Prequalification

a) Sprint recommends the CLEC request Prequalification for all subloops intended for advanced services such as Digital Subscriber Line (xDSL) or Integrated Services Digital Network (ISDN) services, as subloops are a non-designed service. The Prequalification process identifies the physical attributes of the loop plant facility and includes such details as loop length, the presence of analog load coils, bridge taps, repeaters, and Digital Loop Carriers (DLC) that may be present. The loop makeup information provided by Sprint is the Prequalification response.

Should a CLEC choose not to submit a Prequalification order prior to placing a firm order for an advanced service which Sprint cannot successfully provision, the CLEC will be notified that a Prequalification will be necessary. The nonrecurring charge specified in the ICA for Prequalification and the appropriate conditioning will be applied, and the CLEC will be billed.

Prequalification does not reserve loop plant nor does it guarantee that facilities will be available when a firm order is placed.

The following personnel are involved in this process:

- NEAC (National Exchange Account Center) Service Representatives
- Network Service Order Entry
- Field Engineer
- Facility Assigner

3. Ordering

The CLEC orders Unbundled Distribution Subloops by submitting a Local Service Request (LSR) to Sprint. One order per service address should be submitted electronically using the Integrated Request Entry System (IRES). The cable pair or block and pin assignment for the CLEC's facilities as they appear in the cross-connect device or collocation arrangement, will be shown on the LSR.

The CLLI Code of the remote device should be added in the Service Order Entry (SOE) Remarks for it to print on to the SOE order.

IRES will generate a Service Order that will be distributed within Sprint for provisioning and installation. Service and Equipment (SAE) codes and the associated NC/NCI codes that apply are provided in advance to the CLEC. The following personnel are involved in the ordering process:

- NEAC (National Exchange Account Center) Service Representatives
- Network Service Order Entry

4. Provisioning of Service Order

If a subloop is intended to support xDSL, the CLEC may opt to request Loop Qualification to determine if the loop is free of electronics and requires conditioning.

If a subloop does not require conditioning the order is processed by the National CLEC Provisioning Center (NCPC). The order is sent to the field for facility assignment by an outside plant engineer. Once assignments are made, the service order is dispatched for jumper placement by a Field Technician.

A subloop which requires conditioning will be coordinated with the field engineer by the NCPC to determine the status. Once conditioning is complete, the order is assigned and dispatch is ordered.

The subloop order is completed in the same manner as a loop order, and the CLEC can request cooperative testing at the time of installation.

The following personnel are involved in the provisioning process:

- National CLEC Provisioning Center Representative
- Network Engineer
- Field Engineer
- Field Supervisor
- Field Technician

28. What types of personnel must perform each step?

Response:

See Sprint's response to Interrogatory No. 27.

29. Is there a class of FDN end-users (e.g. single-line residential) for whom providing FDN SLA would result in a uniform procedure?

Response:

Sprint employs a uniform procedure in developing a SLA solution. The solutions vary based on the individual situation (see response to 23 above). Sprint believes that it is the pricing of these individual solutions that is the primary issue in this proceeding. Providing SLA at a particular point in the network requires Sprint to construct access to sub-loop UNEs. The details of that construction vary. In order for Sprint to develop standard pricing for such construction, it would have to employ the same technology in the same manner for all customers in a particular class, which is not the case.

30. Are there any situations where providing SLA should require ICB pricing? Please explain.

Response:

As explained in Sprint's response to Interrogatory No. 29, ICB pricing is appropriate for determining the price of each specific subloop access arrangement at a particular point in Sprint's network due to the uniqueness of each situation and the lack of experience on Sprint's part. In addition, pricing for inside wire and other sub-loops associated with multi-dwelling units is priced ICB for the same reasons. This position is consistent with the Commission's findings in the Sprint UNE Cost Docket. The circumstances under which the Commission reached this determination have not changed.

Issue 27 - Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

31. Define "ratchet price" as related to the agreement in question.

Response:

Ratchet pricing has to do with how Sprint prices commingled facilities. A commingled facility is made up of UNEs connected to wholesale services. An example of this is a commingled EEL where the transport is special access and the loop is a UNE. The FCC found in the TRO that in such cases the ILEC did not have to "ratchet price" the commingled facility. The support for this is included in Witness Maples' Direct testimony beginning page 25, line 16 through page 26, line 6 (see TRO, ¶580).

What that means is that the ILEC does not have to develop a single average price to apply to the entire commingled facility but will bill each component individually on the basis that it was ordered. Therefore, the UNE facility is billed as a UNE and the wholesale facility is billed pursuant to the tariff that it was ordered from.

The terms proposed by Sprint at 50.2.2 contain the following language regarding ratcheting:

"Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff or agreement, or at an applicable resale discounts pursuant to this Agreement."

ILEC's obviously incur a cost when it connects the UNE with the wholesale service on behalf of the CLEC and the pricing of that activity can be disputed between parties. In Witness Maples Direct Testimony he recommended that Sprint price this activity and the associated facility per

the wholesale service (page 25 at line 12). As he has clarified in his rebuttal testimony, upon further review, and for the specific scenarios that FDN is interested in (UNE Loop commingled with Special Access Transport), Sprint has determined that it would be appropriate to price the element consistent with the loop, at TELRIC. Sprint has not developed prices for these facilities and in the interim is willing to provide this commingled facility without charging for the connection. Should Sprint develop a price in the future it will seek to apply it only on a prospective basis consistent with the terms of the underlying agreements.

32. What other commingled services are available from Sprint that are not considered to be the "predominate focus" of most CLECs?

Response:

The FCC rules require ILECs to commingle any UNE with any wholesale service (access, resold services, other wholesale agreements). Sprint believes that this requirement is conditioned on the basis of technical feasibility since its underlying obligation to provide access to UNEs is conditioned in that manner, and as a practical matter, if it doesn't work or harms the network it makes no sense to do it. Given the hundreds of wholesale services, the number of possible commingled arrangements can be significant. Therefore, Sprint has not endeavored to go through all of these and guess which ones CLECs might be interested in and develop procedures for providing the commingled arrangement. They are available from Sprint via the BFR process (see §50.2.2). The reason that Sprint applies the BFR process in this situation is that it will likely involve modifying the operational processes for both the UNE and wholesale services teams.

33. Please list the other companies with which Sprint currently has commingling agreements.

Response:

Sprint is not providing commingled arrangements to any CLEC in Florida. The agreements that Sprint has with the following CLECs have terms and conditions for commingling:

- Reconex
- ACN
- Broadband Communities
- Bullseye
- Comcast
- Excel Telecom
- Granite
- KMC Data
- KMC III
- KMC V
- Navigator
- Neutral Tandem

- New Edge
- New South
- Novus
- Ring Connection
- SBC
- Southern Telecom Network
- Unity Comm
- Vartec

34. How did Sprint arrive at the prices for the commingled services?

Response:

See Sprint's response to Interrogatory No. 31.

35. What other sort of arrangements are going to be considered for BFRs?

Response:

BFR's are specifically referred to in §44.2, §50.2.2 and §50.4.1.5.

The terms at §44.2 state that if a CLEC requests a unique form of testing that Sprint is not equipped to provide the CLEC will submit a BFR. This is intended to govern in situations where Sprint may have to purchase specific test gear that it does not have and train personnel in the use of that gear to provide the testing that the CLEC requests.

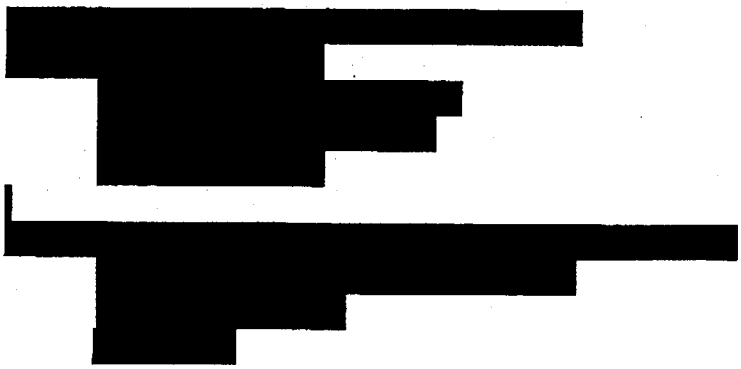
The terms at §50.2.2 state that if the CLEC requests a combination of UNEs or commingled arrangement not included in the agreement it will do so via a BFR. The response to 32 above addresses the issue with respect to commingled arrangements. At this point Sprint is unaware of any combination of UNEs not contemplated. Sprint already offers combinations of NIDs, loops, and dedicated transport for UNEs that it has an ongoing obligation to provide. It provides UNE-P for the embedded base of customers per the transition period established by the FCC in the TRRO. If a CLEC comes up with such a combination Sprint's terms require that it submit a BFR.

The terms at §50.4.1.5 state that if a CLEC requests Sprint to provide usage billing records in a non-standard format it should do so via a BFR. This is related to the provision of UNE-P, which ceases to be an ILEC obligation on March 11, 2006.

36. Which wholesale services are FDN currently using with Sprint?

Response:

As of April 2005, FDN is using the following wholesale services with Sprint:



37. Why should the Commission accept Sprint's terms?

Response:

The terms that Sprint has recommended for providing combinations of UNEs and commingled arrangements are reasonable and consistent with the FCC's rules. Sprint has provided pricing consistent with the Commission's order in the UNE Cost Docket and only seeks to employ the BFR process where there is no evident demand and it makes no sense to incur costs in developing processes and potentially modifying systems that will never be used. When and if it receives such requests and Sprint develops those prices it will offer them to other CLECs on a non-discriminatory basis.

Issue 29 - What rates, terms, and conditions should apply to routine network modifications on UNEs available under the Agreement?

38. During the past two (2) years, how many times has Sprint determined that a network modification falls within the definition of "Special Construction" and charged FDN for the network modification? Please explain in specificity why each modification falls within the definition of "Special Construction."

Response:

According to Sprint's records, [redacted] The [redacted] requested by FDN was not a Sprint standard card. This request meets the second criterion of special construction appearing on page 8 lines 10-12 of Sprint witness Davis's direct testimony because the [redacted] is a facility "other than that which Sprint would

otherwise utilize in furnishing the requested service." None of these prices were accepted by FDN therefore they were not charged.

39. During the past two (2) years, how many cable rearrangements involving more than three (3) pairs (complex rearrangements) have been made on behalf of FDN?

Response:

The requested information is not available as Sprint does not track this information by customer. However, no additional charges have been levied against FDN for such modifications.

40. In the direct testimony of Witness Davis, on page 10, line 14, he states that there are "certain circumstances" where doublers and/or repeaters are installed that are not expected to generate sufficient demand. Please identify with specificity these "certain circumstances" and provide specific instances within the past two (2) years in which those certain circumstances have occurred.

Response:

As defined in Sprint witness Davis's Direct Testimony on page 10, line 16, the circumstances where doublers and repeaters are installed that are not expected to generate sufficient demand are consistent with the criterion listed under Section E14.2.7 Paragraph B of Sprint's Florida PSC approved "Access Service Tariff" for the state of Florida which establishes the conditions for "special construction". If the doubler/repeater is installed at a location for which Sprint has no other requirement for its use (first criterion) or requested to be installed in quantities above what the customer initially needs (third criterion), it cannot be assumed that the doubler/repeater will generate sufficient demand to enable cost recovery.

Sprint knows of no situations where doublers or repeaters have been installed in the state of Florida that meets these conditions during the past 2 years.

41. When Sprint installs doublers and/or repeaters to its network, does that increase the capability of its network? If so, does that increase the value of its network? If the network is more valuable, does Sprint benefit?

Response:

The addition of doublers/repeaters do increase the capacity of the copper facilities they are added to. The ability to sell services over a facility determines whether or not Sprint will benefit from it.

Most network modifications are made by Sprint by it own initiative and CLECs (including FDN) do benefit from these modifications. Sprint does not charge a CLEC anything beyond the Commission approved MRCs and MRCs for UNEs when associated network modifications are beneficial to Sprint.

Network modifications which meet the criterion of "Special Construction" will not benefit Sprint unless Sprint recovers the cost for them. By definition special construction applies in situations where Sprint has no other use for the facility, where facilities are furnished using non-standard facilities or alternate routes, where the customer requests the construction of more facilities than required to satisfy the initial order, or the customer requests construction be expedited in a manner that adds cost to Sprint.

The best Sprint can achieve in terms of "benefiting" from a network modification for CLECs made under the conditions of "Special Construction" is to recover the cost of the modification plus a "reasonable profit" as defined by Sprint's Commission approved common cost factor from UNE Docket 990649B-TB.

Issue 34 - What are the appropriate rates for UNEs and related services provided under the Agreement?

42. Has Sprint implemented the UNE prices approved in Sprint's UNE Cost Docket No. 990649B-TP in any interconnection agreement? If yes, please identify.

Response:

The following (73) interconnection agreements include the UNE prices approved in Sprint's UNE Cost Docket No. 990649B-TP:

1-800 Reconex
ACN Communications
Actel Wireless
Affordable Phone Services Inc d/b/a High Tech Communications
Airface Communications
Alternative Phone
AT&T
Atlantic.net Broadband
Baldwin County Internet/DSSI
BellSouth Telecommunications
Broadband Communities
Budget Phone, Inc
BullsEye Telecom
Burno Inc. d/b/a Citywide Tel
Business Telecom Inc.
Camarato Distributing d/b/a Nex Phone
Cat Communications d/b/a CCI
Comcast Phone of Florida, LLC
Comm South Companies Inc.
Cox Florida Telecom
Deland Actel, Inc.

dPi Teleconnect, LLC
Ernest Communications, Inc
Excel Telecommunications, Inc.
Florida Multi-Media Services, Inc.
FPL FiberNet
Georgia Telephone Services
Granite Telecommunications
ITC DeltaCom
KMC Data
KMC Telecom III
KMC Telecom V
Level 3
Lightyear Communications
MCI WorldCom
MCI Intermedia
MCI Metro
Metro Teleconnect
Metropolitan Telecommunications
MyaTel Corporation
Navigator Telecommunications
Network Telephone
Neutral Tandem
New Edge
New South Communications
Novus Communications
NOW Communications
Preferred Carrier Services
Progress Telecom
Quality Telephone
Ring Connection, Inc.
Saluda Networks Inc.
SBC Long Distance
Smart City Solutions
Southern Telecom Network, Inc.
Sprint Communications Co, LP
Supra
Symtelco, LLC
Tallahassee Telephone Exchange
Telcove d/b/a Adelphia
Teleconex
Telepak Networks
Tel West Communications
Tiburon Telephone
Tier 3 Communications
Time Warner Telecom
Unitycomm d/b/a U4Comm
Utilities Commission, New Smyrna Beach

VarTec Telecom, Inc d/b/a VarTec Telecom, Inc. and Clear Choice
Volo Communications Group
Winstar Communications
XO Florida, Inc.
Z Tel Communications

43. Has Sprint attempted to implement the UNE prices approved in Sprint's UNE Cost Docket in any interconnection agreement besides FDN? If yes, please identify.

Response:

Sprint is attempting to implement the UNE prices in Sprint's UNE Cost Docket in the interconnection agreements for the following 7 companies, which have purchased UNEs from Sprint:

DayStar d/b/a The Ultimate Connection
DSLnet
ElectroNet Intermedia Consulting
Florida Digital Network
Florida Telephone Services, LLC
Orlando Telephone Company
Phone-Link, Inc.

There are an additional 26 agreements that do not have the new prices; however, the majority (22) is not actively purchasing services from Sprint. A few (4) are purchasing resold services only. Sprint is therefore not actively seeking to get the new UNE rates into the interconnection agreements at this time. They are:

Actel Integrated Communications
ALEC f/k/a MetroLink Services
Allegiance Telecom
Alltel Communications
Ciera Network Systems
DIECA d/b/a Covad
e.Spire
Fair Financial LLC d/b/a Midstate Telecommunications
Hosting Network, Inc.
ICG Telecom Group
Jilapuhn d/b/a VI Telco
Lightsource Telecom I
MGC Communications
Ocius Communciations
Paetec Communications
Premier Network Services
QuantumShift, Inc.

Rebound Enterprises
ReTel Communications, Inc.
State Discount Telephone
Suntel
Talk Unlimited Now
TCG South Florida (AT&T Local)
Teligent
The Other Phone Company
US LEC

44. Should FDN's appeal, currently in the United States District Court for the Northern District of Florida, be decided before the rates approved in Sprint's UNE Cost Docket are implemented? Please explain.

45. If the rates approved in Sprint's UNE Cost Docket are determined to be the appropriate rates to be included in the agreement with FDN in this docket, and subsequently the United States District Court for the Northern District of Florida grants FDN's appeal, how would that affect the interconnection agreement between FDN and Sprint?

46. Do the UNE prices being recommended by Sprint in this docket match exactly with the rates approved in Sprint's UNE Cost Docket? If no, please identify each UNE price that differs and explain why the prices differ.

Response:

The rates recommended by Sprint in this docket exactly match the UNE prices approved in Sprint's UNE Cost Docket with the following exceptions.

a. Using Commission approved rates Sprint has added Loop and NID MRCs into a single rate. The NRCs for two xDSL First Line loops and two Sub Loop First Line loops have been reduced by the Commission approved NID NRC. See attached Price List Table.

b. There are 38 Transport routes with MRC changes. Per the TRRO Sprint has increased the price of 13 non-impaired Transport Routes by 115%. Sprint has added 21 additional Transport routes as a result of customer requests. See attached Transport Table

The following line items have been added to the price list. See the attached Price List Table.
Added as a result of the TRO

Routine Modification of Facilities

- Repeater Equipment case w/Repeater card – where special construction applies
- Doubler Equipment Case w/Doubler card – where special construction applies

Non-UNE items added for customer convenience

Reciprocal Compensation

- End Office per MOU
- Tandem Switching per MOU

Transit Service

- Transit Service Charge, per minute of use

Usage File Charges

- Message Provisioning, per message
- Data Transmission, per message
- Media Charge – per CD

Street Index Guide

- SIG Database Extract Report, per CDROM

DATABASE

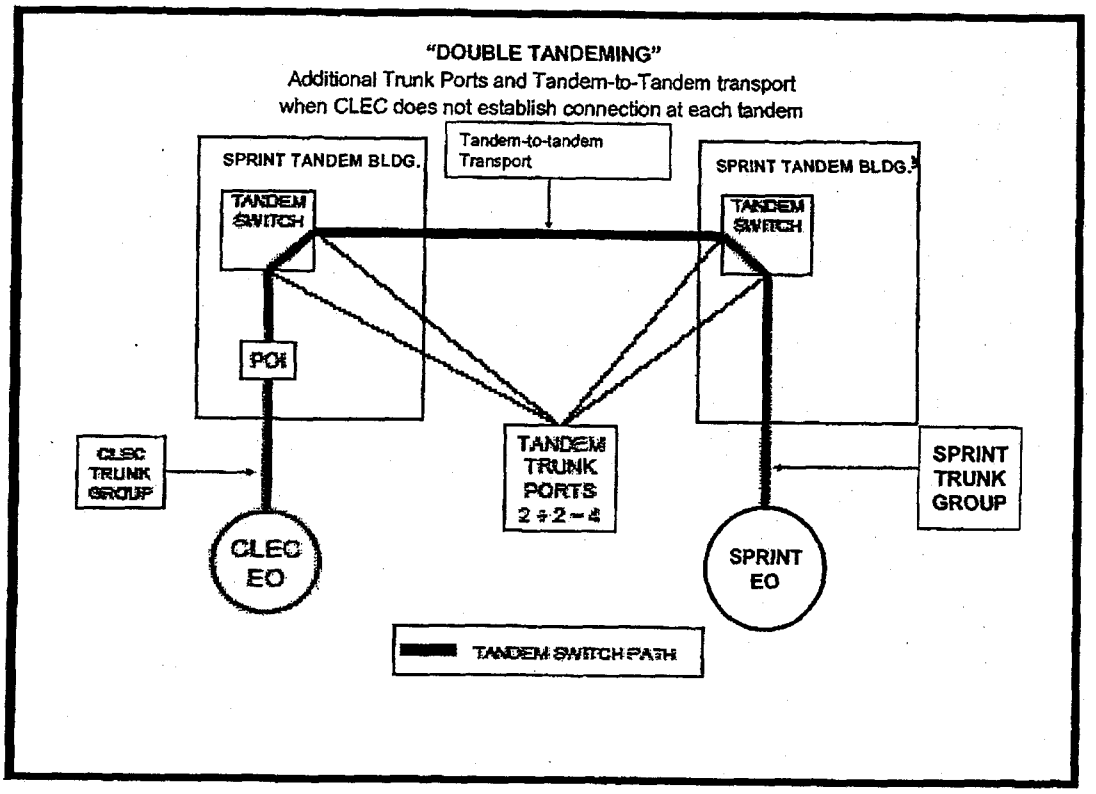
- Local Number Portability query - Contracted
- Toll Free Code query - Simple – Contracted
- Toll Free Code query – Complex Additive – Contracted
- Line Information Database query (LIDB) – Per Interstate Tariff
- Line Information Database query transport (LIDB) – Per Interstate Tariff
- Calling Name Database Access Service query (CNAM) – Contracted, month to month
- Calling Name Database Access Service query (CNAM) – Contracted, 3 year term
- Calling Name Database Access Service query (CNAM) – Contracted, 3 + year term

Issue 36 - What terms should apply to establishing Points of Interconnection (POI)?

47. In the direct testimony of Witness Sywenki, on page 9, lines 8-10, he states Sprint's proposal to maintain a POI at each Sprint tandem is necessary to avoid double tandeming. Is double tandeming harmful to Sprint, and if so, explain why?

Response:

Double tandeming requires Sprint to incur additional uncompensated trunk-to-trunk switching, trunk ports, and additional tandem-to-tandem transport costs that would be avoided if FDN established interconnections to each tandem. (see network diagram below)



48. In the direct testimony of Witness Sywenki, on page 9, lines 13-21, he explains "double-tandeming." What are the cost implications of double-tandeming as opposed to maintaining a POI at each Sprint tandem?

Response:

See Sprint's response to Interrogatory No. 47.

49. In the direct testimony of Witness Sywenki, on page 8, lines 17-18, there is reference to "Section 60." In which document can this section be found?

Response:

"Section 60" is a section within a previous version of the interconnection agreement from which Sprint and FDN were working in negotiations but which was not the filed version. In the version filed with the Commission in this arbitration, due to document edits, what was referred to in direct testimony as "Section 60" is actually in "Section 58". The reference is to indirect interconnection.

Issue 37 - What are the appropriate terms for transport and termination compensation for:

(a) local traffic

(b) non-local traffic

(c) ISP-bound traffic?

50. In Witness Smith's direct testimony, he states that FDN should have the option to establish a point of interconnection at more that one tandem in a multi-tandem LATA environment. He further states FDN is willing to establish a physical point of interconnection in each tandem in a multi-tandem LATA provided it is allowed to deem the LATA to be the local calling area for reciprocal compensation purposes. What is Sprint's response to this argument by FDN? Is this the main issue in the parties' defining of the local calling area?

Response:

No. Defining local calling area for intercarrier compensation and the establishment of interconnection points are separate issues. Sprint's position that access charges apply to long distance calls and reciprocal compensation applies to local calls and that local traffic be defined using the existing Commission-approved local and long distance distinction is the same regardless of the location of interconnection points.

51. What is Sprint's response to FDN's recommendation that the Commission "simply defer resolution of the issue until the FCC decides the IP Enabled Services cases before it and require the parties to negotiate an amendment to the agreement thereafter?"

Response:

Sprint opposes this recommendation because it increases Sprint's exposure to regulatory arbitrage, it is not competitively neutral, and it will lead to further dispute and litigation. If left unresolved, FDN will unilaterally determine that its VoIP traffic is not subject to access charges. A better course would be to resolve the issue by ruling that VoIP and non-VoIP traffic be treated the same for intercarrier compensation purposes unless or until there is a ruling by the Florida Commission or the FCC that requires VoIP traffic must be treated differently than non-VoIP traffic for intercarrier compensation purposes. This approach would avoid access arbitrage, ensure competitive neutrality among technologies and carriers, and, assuming compliance with the ruling, avoid costly disputes and litigation.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. In the direct testimony of Witness Sywenki, on page 9, lines 13-21, he describes double-tandeming. Please provide graphic illustrations of (1) the "double-tandem" call completion example described in lines 14-19, and (2) the call completion with the POIs as suggested in line 20.

Response:

See Sprint's response to Interrogatory No. 47 and the attached diagrams.

2. Please provide data supporting the determination that certain wire centers have met the unimpairment standard for transport in the TRRO.

Response:

Sprint is providing two documents in response. The first is a spreadsheet listing the wire centers that meet the FCC's unimpairment standard for transport and the basis for that determination, either the number of fiber based collocators or business lines. All 5 of the Tier 1 wire centers qualified on the basis of having at least 4 fiber based collocators. Of the 3

Tier 2 wire centers, 2 qualified on the basis of having at least 3 fiber based collocators and one qualified on the basis of having at least 24,000 business lines.

Sprint is not providing a list naming the fiber based collocators at this time as it considers this list as carrier proprietary information as defined in 47 USC 222 and extremely confidential. Under the statute and the interconnection/collocation agreements Sprint is required to maintain the confidential status of this information.

Also, Sprint is not providing the underlying billing records that were used to develop the count of the business lines, since they include confidential customer information. The spreadsheet does show the number of business lines that are switched by Sprint and those that are UNE loops, as well as the determination of voice grade equivalency for UNE DS1 loops.

The second document is a detailed explanation of the process that Sprint employed in determining which wire centers met the unimpairment standard.

DATED this 27th day of June, 2005.

Susan S. Masterton

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

SPRINT RATE ELEMENT COST SUMMARY: FLORIDA	Commission approved MRC or NRC	Adjustment using Commission approved element	FDN Pricelist		Explanation for change
DESCRIPTION			MRC	NRC	
LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC	
2-Wire Analog					
Band 1	$ 10.82	$ 0.82	$ 11.64		Added loop and NID for single MRC rate
Band 2	$ 17.63	$ 0.82	$ 18.45		Added loop and NID for single MRC rate
Band 3	$ 24.69	$ 0.82	$ 25.51		Added loop and NID for single MRC rate
Band 4	$ 45.40	$ 0.82	$ 46.22		Added loop and NID for single MRC rate
4-Wire Analog					
Band 1	$ 20.86	$ 1.64	$ 22.50		Added loop and NID for single MRC rate
Band 2	$ 34.00	$ 1.64	$ 35.64		Added loop and NID for single MRC rate
Band 3	$ 47.60	$ 1.64	$ 49.24		Added loop and NID for single MRC rate
Band 4	$ 87.54	$ 1.64	$ 89.18		Added loop and NID for single MRC rate
2-Wire xDSL - Capable Loop					
Band 1	$ 10.82	$ 0.82	$ 11.64		Added loop and NID for single MRC rate
Band 2	$ 17.63	$ 0.82	$ 18.45		Added loop and NID for single MRC rate
Band 3	$ 24.69	$ 0.82	$ 25.51		Added loop and NID for single MRC rate
Band 4	$ 45.40	$ 0.82	$ 46.22		Added loop and NID for single MRC rate
First Line	$ 115.31	$ 8.50		$ 106.81	Reduced by approved NID NRC
4-Wire xDSL - Capable Loop					
Band 1	$ 20.79	$ 1.64	$ 22.43		Added loop and NID for single MRC rate
Band 2	$ 33.89	$ 1.64	$ 35.53		Added loop and NID for single MRC rate
Band 3	$ 47.44	$ 1.64	$ 49.08		Added loop and NID for single MRC rate
Band 4	$ 87.25	$ 1.64	$ 88.89		Added loop and NID for single MRC rate
First Line	$ 146.73	$ 8.50		$ 138.23	Reduced by approved NID NRC
2-Wire Digital Loop					
Band 1	$ 10.82	$ 0.82	$ 11.64		Added loop and NID for single MRC rate
Band 2	$ 17.63	$ 0.82	$ 18.45		Added loop and NID for single MRC rate
Band 3	$ 24.69	$ 0.82	$ 25.51		Added loop and NID for single MRC rate
Band 4	$ 45.40	$ 0.82	$ 46.22		Added loop and NID for single MRC rate
2-Wire ISDN-BRI Digital Loop					
Band 1	$ 19.10	$ 0.82	$ 19.92		Added loop and NID for single MRC rate
Band 2	$ 31.13	$ 0.82	$ 31.95		Added loop and NID for single MRC rate
Band 3	$ 43.59	$ 0.82	$ 44.41		Added loop and NID for single MRC rate
Band 4	$ 80.16	$ 0.82	$ 80.98		Added loop and NID for single MRC rate
4-Wire Digital Loop (no electronics)					
Band 1	$ 20.86	$ 1.64	$ 22.50		Added loop and NID for single MRC rate
Band 2	$ 34.00	$ 1.64	$ 35.64		Added loop and NID for single MRC rate
Band 3	$ 47.60	$ 1.64	$ 49.24		Added loop and NID for single MRC rate
Band 4	$ 87.54	$ 1.64	$ 89.18		Added loop and NID for single MRC rate

Attachment to Int. # 46
Price List Table

SPRINT RATE ELEMENT COST SUMMARY: FLORIDA	Commission approved MRC or NRC	Adjustment using Commission approved element	FDN Pricelist		Explanation for change
DESCRIPTION			MRC	NRC	
Digital 56k/64k Loop					
Band 1	$ 19.00	$ 0.82	$ 19.82		Added loop and NID for single MRC rate
Band 2	$ 30.97	$ 0.82	$ 31.79		Added loop and NID for single MRC rate
Band 3	$ 43.36	$ 0.82	$ 44.18		Added loop and NID for single MRC rate
Band 4	$ 79.75	$ 0.82	$ 80.57		Added loop and NID for single MRC rate
DS1 Service and ISDN PRI Loop					
Band 1	$ 86.90	$ 1.64	$ 88.54		Added loop and NID for single MRC rate
Band 2	$ 141.64	$ 1.64	$ 143.28		Added loop and NID for single MRC rate
Band 3	$ 198.29	$ 1.64	$ 199.93		Added loop and NID for single MRC rate
Band 4	$ 364.70	$ 1.64	$ 366.34		Added loop and NID for single MRC rate
SUB LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC	
2 Wire Voice Grade and Digital Data Distribution					
Band 1	$ 4.15	$ 0.82	$ 4.97		Added loop and NID for single MRC rate
Band 2	$ 6.76	$ 0.82	$ 7.58		Added loop and NID for single MRC rate
Band 3	$ 9.46	$ 0.82	$ 10.28		Added loop and NID for single MRC rate
Band 4	$ 17.40	$ 0.82	$ 18.22		Added loop and NID for single MRC rate
First Line	$ 127.65	$ 8.50		$ 119.15	Reduced by approved NID NRC
4 Wire Voice Grade and Digital Data Distribution					
Band 1	$ 7.94	$ 1.64	$ 9.58		Added loop and NID for single MRC rate
Band 2	$ 12.95	$ 1.64	$ 14.59		Added loop and NID for single MRC rate
Band 3	$ 18.13	$ 1.64	$ 19.77		Added loop and NID for single MRC rate
Band 4	$ 33.34	$ 1.64	$ 34.98		Added loop and NID for single MRC rate
First Line	$ 173.06	$ 8.50		$ 164.56	Reduced by approved NID NRC
Transport - see Transport Table for identified Route changes					
Line items added to price list post filing					
RECIPROCAL COMPENSATION			MRC	NRC	
End Office per MOU			$ 0.002221		The End Office reciprocal compensation rate was calculated using methodology approved by the Commission in the UNE Docket
TRANSIT SERVICE			MRC	NRC	
Transit Service Charge, per minute of use			$ 0.002867		The Transit Service rate was calculated using combined Commission approved Tandem Switching .002053 and Shared Transport .000814

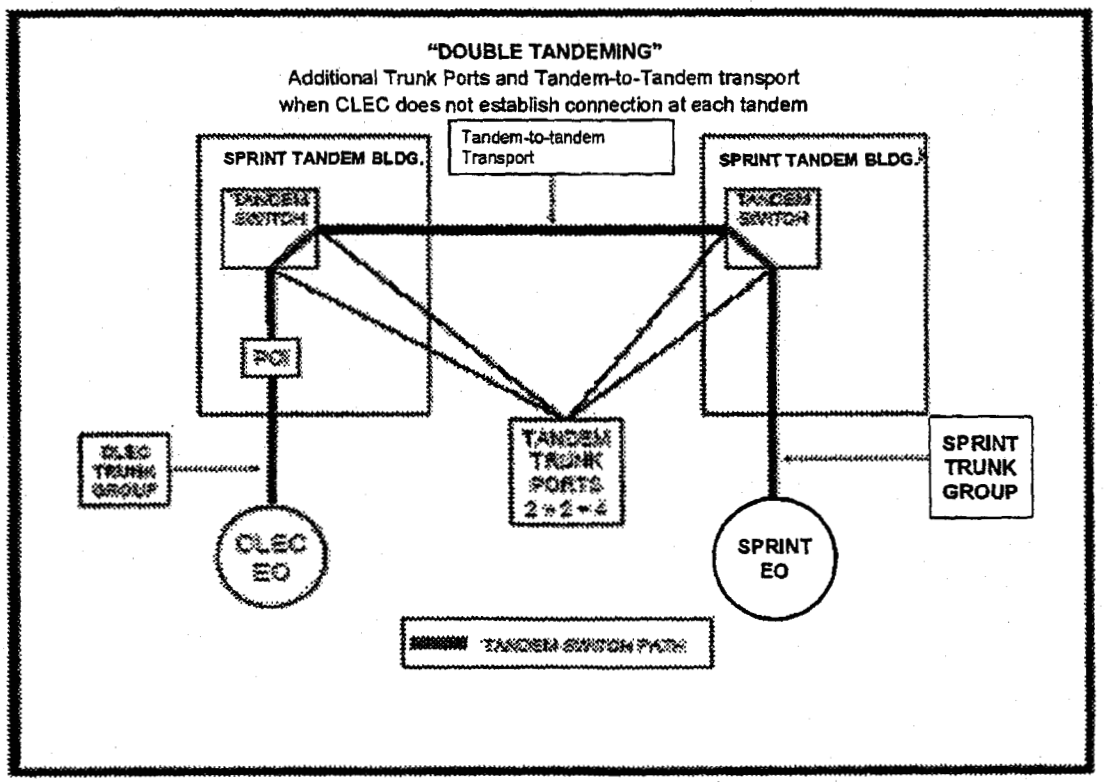
Attachment to Int. # 46
Price List Table

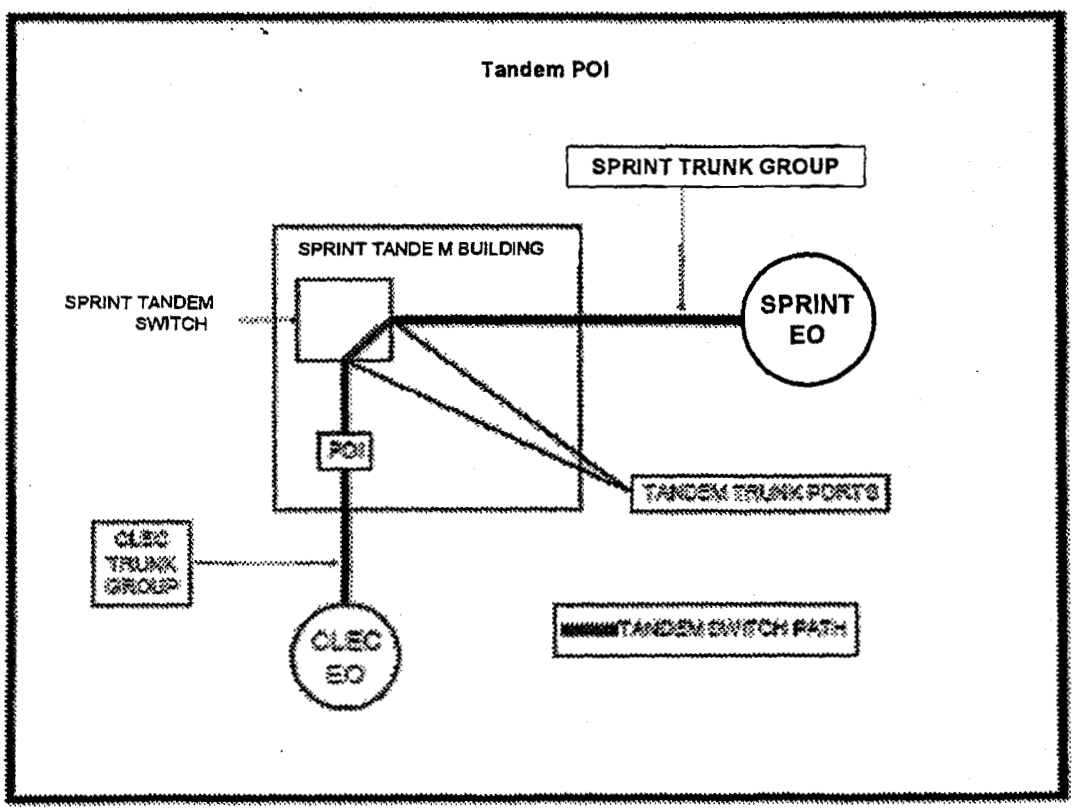
SPRINT RATE ELEMENT COST SUMMARY: FLORIDA	Commission approved MRC or NRC	Adjustment using Commission approved element	FDN Pricelist		Explanation for change
DESCRIPTION			MRC	NRC	
USAGE FILE CHARGES			MRC	NRC	
Message Provisioning, per message			$ 0.00307		TELRIC item added to price list post filing
Data Transmission, per message			$ -		TELRIC item added to price list post filing
Media Charge - per CD (Price reflects shipping via regular U.S. Mail)				$ 18.00	TELRIC item added to price list post filing
STREET INDEX GUIDE			MRC	NRC	
Mail)				$ 18.00	TELRIC item added to price list post filing
DATABASE, available via contract or tariff			MRC	NRC	
Local Number Portability query (LNP) - Contracted			$ 0.00030		Added contracted rates to price list for convenience
Toll Free Code query (TFC) - Simple - Contracted			$ 0.00200		Added contracted rates to price list for convenience
Toll Free Code query (TFC) - Complex Additive - Contracted			$ 0.00020		Added contracted rates to price list for convenience
Line Information Database query (LIDB) - ***Per Interstsate Tariff***			Per Tariff		Added tariffed rates to price list for convenience
Line Information Database query transport (LIDB) - ***Per Interstsate Tariff***			Per Tariff		Added tariffed rates to price list for convenience
Calling Name Database Access Service query (CNAM) - ***Contracted, MTM***			$ 0.01450		Added contracted rates to price list for convenience
Calling Name Database Access Service query (CNAM) - ***Contracted, 3 year term***			$ 0.00800		Added contracted rates to price list for convenience
Calling Name Database Access Service query (CNAM) - ***Contracted, 3 + year term***			$ 0.00550		Added contracted rates to price list for convenience
ROUTINE MODIFICATION OF FACILITIES			MRC	NRC	
Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location					
1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):					
Where Special Construction Does Not Apply (Card Installation Only)			Included in Loop MRC	Included in Loop NRC	
Where Special Construction Applies, Non Recurring Charge				$ 2,581.33	TELRIC item added to price list post filing, in Jimmy Davis testimony
2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)					
Where Special Construction Does Not Apply (Card Installation Only)			Included in Loop MRC	Included in Loop NRC	
Where Special Construction Applies, Non Recurring Charge				$ 2,831.50	TELRIC item added to price list post filing, in Jimmy Davis testimony

Attachment to Int. # 46
Transport Table

Sprint - Florida, Inc.
Point to Point Transport Routes

	Route (Exchange to Exchange)			Route (CLLI to CLLI)		Non-	Dedicated Recommended DS1	Dedicated Recommended DS3	Dedicated Approved DS1	Dedicated Approved DS3	Dedicated DS1	Dedicated DS3	Explanation
	Originating A	Terminating B	C	Originating D	Terminating E	Impaired Routes F	Rate (FDN price list) G	Rate (FDN price list) H	Rate I	Rate J	difference K	difference L	
	** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.												
	*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.												
1	Fort Myers	North Fort Myers	Fort MyersNorth Fort Myers	FTMYFLXADS0	NFMYFLXB		$ 101.93	ICB	101.93	1977.56	$ -		ICB is an error and will be corrected This route is not currently used by FDN
2	Naples	North Naples	NaplesNorth Naples	NPLSFLXCDS0	NNPLFLXADS1		$ 86.39	$ 4,059.59	176.29	4059.59	$ (89.90)	$ -	DS1 decreased due to other contractural obligations This route is not currently used by FDN
3	Orange City	Winter Park	Orange CityWinter Park	ORCYFLXADS0	WNPKFLXADS1		$ 122.24	$ 1,669.58	130.09	1669.38	$ (7.85)	$ (219.80)	Recommended rates posted in error and will be corrected to approved rates This route is not currently used by FDN
4	Alford	Sneads	AlfordSneads	ALFRFLXARS0	SNDSFLXARS0		$ 185.79	$ 2,572.55	185.79	2752.55	$ -	$ (180.00)	DS3 is a transposition error and will be corrected This route is not currently used by FDN
5	Altamonte Springs	Goldenrod	Altamonte SpringsGoldenrod	ALSPFLXADS0	GLRDFLXADS0	***	$ 63.04	$ 1,022.03	63.04	888.72	$ -	$ 133.31	Not impaired - per TRO increased by 115%
6	Altamonte Springs	Lake Brantley	Altamonte SpringsLake Brantley	ALSPFLXADS0	LKBRFLXADS1	***	$ 70.89	$ 1,274.81	70.89	1108.53	$ -	$ 166.28	Not impaired - per TRO increased by 115%
7	Altamonte Springs	Maitland	Altamonte SpringsMaitland	ALSPFLXADS0	MTLDFLXADS1	** / ***	$ 81.52	$ 1,274.81	70.89	1108.53	$ 10.63	$ 166.28	Not impaired - per TRO increased by 115%
8	Altamonte Springs	Winter Park	Altamonte SpringsWinter Park	ALSPFLXADS0	WNPKFLXADS1	** / ***	$ 81.52	$ 1,274.81	70.89	1108.53	$ 10.63	$ 166.28	Not impaired - per TRO increased by 115%
9	Blairstone	Calhoun	BlairstoneCalhoun	TLHSFLXDDS0	TLHSFLXADS0	***	$ 68.28	$ 1,190.55	68.28	1035.26	$ -	$ 155.29	Not impaired - per TRO increased by 115%
10	Goldenrod	Lake Brantely	GoldenrodLake Brantely	GLRDFLXADS0	LKBRFLXADS1	***	$ 133.94	$ 2,296.84	133.94	1997.25	$ -	$ 299.59	Not impaired - per TRO increased by 115%
11	Goldenrod	Maitland	GoldenrodMaitland	GLRDFLXADS0	MTLDFLXADS1	***	$ 133.94	$ 2,296.84	133.94	1997.25	$ -	$ 299.59	Not impaired - per TRO increased by 115%
12	Goldenrod	Winter Park	GoldenrodWinter Park	GLRDFLXADS0	WNPKFLXADS1	***	$ 63.04	$ 1,022.03	63.04	888.72	$ -	$ 133.31	Not impaired - per TRO increased by 115%
13	Lake Brantley	Maitland	Lake BrantleyMaitland	LKBRFLXADS1	MTLDFLXADS1	***	$ 70.89	$ 1,274.81	70.89	1108.53	$ -	$ 166.28	Not impaired - per TRO increased by 115%
14	Lake Brantley	Winter Park	Lake BrantleyWinter Park	LKBRFLXADS1	WNPKFLXADS1	***	$ 70.89	$ 1,274.81	70.89	1108.53	$ -	$ 166.28	Not impaired - per TRO increased by 115%
15	Maitland	Winter Park	MaitlandWinter Park	MTLDFLXADS1	WNPKFLXADS1	** / ***	$ 81.52	$ 1,274.81	70.89	1108.53	$ 10.63	$ 166.28	Not impaired - per TRO increased by 115%
16	Winter Park	Altamonte Springs	Winter ParkAltamonte Springs	WNPKFLXADS1	ALSPFLXADS0	** / ***	ICB	$ 1,274.81		1108.53		$ 166.28	Not impaired - per TRO increased by 115%
17	Winter Park	Lake Brantley	Winter ParkLake Brantley	WNPKFLXADS1	LKBRFLXADS1	***	ICB	$ 1,274.81		1108.53		$ 166.28	Not impaired - per TRO increased by 115%
18	Altamonte Springs	Kissimmee	Altamonte SpringsKissimmee	ALSPFLXADS0	KSSMFLXADS0		$ 134.05	ICB					Customer requested route added after filing
19	Apopka	Kissimmee	ApopkaKissimmee	APPKFLXADS1	KSSMFLXADS0		$ 83.34	ICB					Customer requested route added after filing
20	Avon Park	East Fort Myers	Avon ParkEast Fort Myers	AVPKFLXADS0	FTMYFLXBDS0		$ 114.90	$ 2,486.83					Customer requested route added after filing
21	Bonita Springs	Sanibel-Captiva Islands	Bonita SpringsSanibel-Captiva Islanc	BNSPFLXADS1	SNISFLXADS0		$ 225.18	ICB					Customer requested route added after filing
22	Crystal River	Clermont	Crystal RiverClermont	CRRVFLXADS0	CLMTFLXADS0		$ 279.00	$ 6,075.83					Customer requested route added after filing
23	Cypress Lake	Cypress Lake	Cypress LakeCypress Lake	CYLKFLXADS0	CYLKFLXBDS0		$ 174.50	$ 3,132.80					Customer requested route added after filing
24	Fort Myers	Clewiston	Fort MyersClewiston	FTMYFLXADS0	CLTNFLXARS0		$ 296.39	$ 6,545.86					Customer requested route added after filing
25	Fort Myers	San Carlos Park/Cypress Lake	Fort MyersSan Carlos Park/Cypress	FTMYFLXADS0	SCPKFLXA		$ 66.62	$ 994.55					Customer requested route added after filing
26	Fort Myers	Sebring	Fort MyersSebring	FTMYFLXADS0	SBNGFLXADS1		$ 185.40	$ 4,594.86					Customer requested route added after filing
27	Goldenrod	Kissimmee	GoldenrodKissimmee	GLRDFLXADS0	KSSMFLXADS0		$ 134.05	ICB					Customer requested route added after filing
28	Lady Lake (753)	Crystal River	Lady Lake (753)Crystal River	LDLKFLXARS0	CRRVFLXADS0		$ 286.57	ICB					Customer requested route added after filing
29	Lake Brantley	Kissimmee	Lake BrantleyKissimmee	LKBRFLXADS1	KSSMFLXADS0		$ 138.11	ICB					Customer requested route added after filing
30	Lehigh Acres	S. Fort Myers	Lehigh AcresS. Fort Myers	LHACFLXADS0	FTMYFLXCDS0		$ 94.45	ICB					Customer requested route added after filing
31	Marianna	Bonifay	MariannaBonifay	MRNNFLXADS0	BNFYFLXARS0		$ 77.20	$ 1,287.83					Customer requested route added after filing
32	North Naples	Regional Airport	North NaplesRegional Airport	NNPLFLXADS1	CYLKFLXBRS0		$ 160.06	ICB					Customer requested route added after filing
33	Ocala	Clermont	OcalaClermont	OCALFLXADS0	CLMTFLXADS0		$ 197.44	$ 4,651.64					Customer requested route added after filing
34	Okeechobee	Fort Myers	OkeechobeeFort Myers	OKCBFLXADS0	FTMYFLXADS0		$ 241.18	$ 5,877.04					Customer requested route added after filing
35	South Fort Myers	Sanibel-Captiva Islands	South Fort Myers Sanibel-Captiva Is	FTMYFLXCDS2	SNISFLXADS0		$ 130.73	ICB					Customer requested route added after filing
36	West Kissimmee	Winter Park	West KissimmeeWinter Park	KSSMFLX@DS1	WNPKFLXADS1		$ 121.19	$ 2,516.90					Customer requested route added after filing
37	Winter Park	Clermont	Winter ParkClermont	WNPKFLXADS1	CLMTFLXAD90		$ 303.06	ICB					Customer requested route added after filing
38	Winter Park	Orange City	Winter ParkOrange City	WNPKFLXADS1	ORCYFLXCDS0		$ 122.24	$ 1,669.58					Customer requested route added after filing


"DOUBLE TANDEMING"
Additional Trunk Ports and Tandem-to-Tandem transport
when CLEC does not establish connection at each tandem
Tandem-to-tandem Transport
SPRINT TANDEM BLDG.
SPRINT TANDEM BLDG.
POI
CLEC TRUNK GROUP
TANDEM TRUNK PORTS 2+2=4
SPRINT TRUNK GROUP
CLEC EO
SPRINT EO


Tandem POI
SPRINT TRUNK GROUP
SPRINT TANDE M BUILDING
SPRINT TANDEM SWITCH
SPRINT EO
POI
TANDEM TRUNK PORTS
CLEC TRUNK GROUP
CLEC EO

SUMMARY OF BUSINESS ACCESS LINES BY WIRE CENTER FOR FLORIDA

			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
					UNE DS-1s						
State	Wirecenter	CLLI	Switched Business Access Lines	UNE-L	Loop	EELs	Total ((c)+(d))	VGE Factor	UNE DS1 VGE ((e)*(f))	Total Business Lines ((a)+(b)+(g))	Confirmed Fiber Based Collocators

Over 60,000 Business Lines *(Meets DS-1 Loop Non-Impairment Criteria)*

None

38,000 - 60,000 Business Lines *(Meets DS-3 Loop Non-Impairment Criteria)*

None

Tier One Wire Centers (4 or More Fiber Based Collocators, at least 38,000 Business Lines, or both)
Meets DS-1, DS3 and Dark Fiber Transport Non-Impairment Criteria

FL	Altamonte Springs	ALSPFLXA
FL	Fort Myers	FTMYFLXA
FL	Maitland	MTLDFLXA
FL	Winter Park	WNPKFLXA
FL	Tallahassee	TLHSFLXA

[redacted]

Tier Two Wire Centers (3 or more Fiber Based Collocators, at least 24,000 Business Lines, or both)

Meets DS-3 and Dark Fiber Transport Non-Impairment Criteria

FL	Goldenrod	GLRDFLXA	[redacted]
FL	Lake Brantley	LKBRFLXA	[redacted]
FL	Tallahassee	TLHSFLXD	[redacted]

Sprint Proprietary - subject to Non-disclosure Agreement

40

DETERMINATION OF BUSINESS LNES AND FIBER BASED COLLOCATORS BY WIRE CENTER

Changes in FCC Rules

On February 4, 2005 the FCC adopted its Order on Remand (FCC 04-313) which provides modifications to unbundling obligations for incumbent local exchange carriers (ILECs)[1] Included in these modifications were various impairment findings for local loop and dedicated transport services that ILECs lease to competitive carriers and unbundled network elements pursuant to §251(c)(3) of the Act . As a result of these findings, several thresholds were defined that are based on access line and/or collocator counts at each Sprint wire center. The non-impairment findings vary based on capacity of the loop and are as follows

Local Loops

- DS-1 Loops: The FCC concluded that competitive local exchange carriers (CLECs) are impaired without access to DS-1 capacity loops except in any building within the service area of a wire center containing 60,000 or more business lines *and* four or more fiber based collocations (§51.319(a)(4)(i))
- DS-3 Loops: The FCC concluded that CLECs are impaired without access to DS-3 capacity loops except in any building within the service area of a wire center containing 38,000 or more business lines and four or more fiber based collocations (§51.319(a)(5)(i)).
- Dark Fiber Loops: The FCC concluded that CLECs are not impaired without access to dark fiber loops in any instance (§51.319(a)(5)(i)).

Dedicated Transport

For the purposes of determining where incumbent LECs are required to provide DS-1, DS-3 and dark fiber transport on an unbundled basis, the Order establishes 3 tiers which are defined as follows:

Tier 1 Wire Center – an incumbent LEC wire center that contains at least four fiber based collocators, 38,000 business lines, or both. Tier 1 wire centers also include incumbent LEC tandem switching locations that have no line-side switching facilities but still serve as a traffic aggregation point accessible by competitive LECs. Once a wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center (§51.319(e)(3)(i)).

Tier 2 Wire Center – an incumbent LEC wire center that do not qualify as a tier one wire center but contain at least 3 fiber based collocators, 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center (§51.319(e)(3)(ii)).

Tier 3 Wire Centers – an incumbent LEC wire center that does not meet the criteria for Tier 1 or Tier 2 wire centers (§51.319(e)(3)(iii)).

- DS-1 Transport: The FCC concluded that incumbent LEC's shall unbundle DS-1 transport between any pair of incumbent LEC wire centers except where both wire centers defining the route are Tier 1 wire centers (§51.319(e)(2)(ii)(A)).

[1] FCC 04-290, *In the Matter of Unbundled Access to Network Elements and Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* WC Docket 04-313 and CC Docket 01-338, Adopted December 15, 2004 and released February 4, 2005. Referred to as the Triennial Review Remand Order or TRRO.

- DS-3 Transport/Dark Fiber Transport: The FCC concluded that incumbent LECs shall unbundled DS-3 transport between any pair of wire centers except where both wire centers defining the route either Tier 1 or Tier 2 wire centers. (§51.319(e)(2)(iii)(A)).

Business Line Definition

The Order also defines a switched business line as "an incumbent LEC-owned switch access line used to serve a business customer, whether by the LEC itself or by a competitive LEC that leases the line from the incumbent LEC. The number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines plus the sum of all UNE loops connected to that wire center including UNE loops provisioned in combination with other network elements. Business line tallies (1) shall include only those access lines connecting end user customers with incumbent LEC end offices for switched services, (2) shall not include non-switched special access lines and (3) shall account for ISDN and other digital access lines by counting each 64 kbps equivalent as one line. For example, a DS-1 line corresponds to 24 64 kbps equivalents, and therefore to 24 business lines." (47 C. F. R. §51.5).

Methodology

[redacted]

Calculation of Fiber- Based Collocator Quantities

Fiber-Based Collocator Definition

The FCC defines a fiber-based collocator as "any carrier, unaffiliated with the incumbent LEC, that maintains a collocation arrangement in an incumbent LEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the incumbent LEC wire center premises; and (3) is owned by a party other than the incumbent LEC or any affiliate of the incumbent LEC, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title. (47 C.F.R. §51.5)

The FCC further defined that a fiber-based "collocation arrangement may be obtained by the competing carrier either pursuant to contract, tariff or, where appropriate, section 251(c)(6) of the Act, including less traditional collocation arrangements, such as Verizon's CATT fiber termination arrangements."[2]

Methodology

[redacted]

[2] TRRO, ¶102.

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP DATED: JULY 5, 2005

SPRINT'S RESPONSE TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 52-73)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses to Staff's First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on June 7, 2005.

Interrogatory	Prepared by	Title
52	Peter Sywenki	Director – Regulatory Policy
53-68	James M. Maples	Regulatory Affairs Manager
69-72	Peter Sywenki	Director – Regulatory Policy

INTERROGATORIES

Issue 5 - How should "local traffic" be defined?

52. In Sprint-Florida, Inc. v. Jaber, 885 So.2d 286, 297 (Fla. 2004), the Florida Supreme Court opined that "this record provides competent, substantial evidence in support of the Commission's conclusion that use of either the ILEC's retail local

calling area or a LATA-wide calling area as the default lacks competitive neutrality." What is Sprint's position with regard to this particular statement?

Response: Sprint completely agrees with the Florida Supreme Court's finding that use of a LATA-wide calling area as the default lacks competitive neutrality. The Commission and the Court rightly discerned that using a different definition for CLECs gave them an unjustified competitive advantage over other carriers, particularly IXCs. And those findings were in the context of a generic proceeding in which all CLECs would have been subject to that default. In the context of two-party arbitration as is the case here, it is even more lacking in competitive neutrality to establish a different definition for FDN than that which applies to all other wireline carriers, both interexchange carriers and other local exchange carriers. Sprint disagrees with the Court's finding with respect to use of the ILEC's retail local calling area. This Commission-approved definition of "local calling" is a fundamental basis for Sprint's regulated rate structure. And it is the same definition of local and long distance traffic that Sprint applies to all wireline carriers, including FDN, consistent with Sprint's Commission-approved access tariffs. Moreover, FDN is permitted to assess the same access charges as Sprint when it serves a customer in Sprint's territory, therefore FDN has access to the same access revenue opportunity that Sprint has and therefore is not competitively disadvantaged. Because all wireline carriers, Sprint, FDN, LECs, and IXCs, will continue to be subject to this local definition, the remaining lack of competitive-neutrality is the greater flexibility that FDN and other Sprint competitors have with respect to their retail offerings that Sprint, as an incumbent LEC, does not enjoy. Ideally, all regulatory distinctions between carrier types and traffic types would be eliminated for purposes of intercarrier compensation. If there were true uniformity, then a

definition of "local" would be unnecessary. Unfortunately, the Commission and the Court were not presented with the best way to eliminate competitive disparities. Until that occurs, the right policy is to apply the same definitions of local and long distance traffic that applies to all wireline carriers, not the special treatment FDN proposes.

Issue 21 - What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

53. Should a Sprint customer decide to use FDN as its choice of carriers, and the Sprint customer signs a term agreement in effect with Sprint, what termination liabilities would the customer incur?

Response: The customer would incur the termination liabilities that they agreed to. As stated in the response to staff interrogatory number 9, the termination liability is often the difference in what they would have paid on a month to month basis versus the reduced price and/or the residual cost of equipment and special construction that was deferred over the life of the contract.

54. Has Sprint ever "transferred" a promotional contract of a customer to a competitor? If so, under what terms?

Response: Yes. The terms that are being arbitrated are recent modifications to Sprint's interconnection agreement (added to Sprint's template agreement early 2005). Sprint has been transferring customer contracts to resellers without charging the termination liabilities since the inception of the Act, applying the wholesale discount to the monthly recurring charges. Sprint modified its policy position based on the reasons put forth in testimony

and responses to other interrogatories. The contracts in question are often competitive bids, fresh look periods are no longer needed, and they discriminate against the ILEC.

Issue 24 - May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"

55. FDN responded to staff's Interrogatory No. 19, that "[t]his appears to be mostly a legal question, not a factual question appropriate for discovery." Does Sprint agree with FDN's assertion?

Response: Yes. Sprint's basis for the terms that it has proposed, as outlined in testimony and responses to other interrogatories, is the FCC rules and decisions in the TRRO.

56. In response to staff's Interrogatory No. 19, FDN stated "[i]f the FCC meant to restrict use of UNEs to situations where there is a meaningful amount of local traffic – whatever that means – the FCC would have said so and provided guidance on what a meaningful amount of local traffic was, but the FCC did neither." Does Sprint agree with this assertion? If not, please provide the FCC's definition and/or explanation of what is a meaningful amount of local traffic.

Response: As stated in Maples' Direct testimony, beginning at line 16 on page 15 and Rebuttal testimony, beginning at line 4, page 16, the terms and conditions originally proposed by Sprint requiring a meaningful amount of local traffic have been replaced by other terms that require UNEs to be used for local exchange service prior to being used for interexchange, mobile wireless, or information services. Sprint's reasoning is fully explained in testimony.

However, following is Sprint's reasoning for originally including the "meaningful amount" terms is as follows:

1. The FCC requires that UNEs be used for local exchange services (see Maples direct, Q&A beginning line 4, page 18).
2. The FCC rules prohibit the use of UNEs exclusively for interexchange and/or mobile wireless service (47 C.F.R. §51.309(b)).
3. The FCC rules allow UNEs to be used for interexchange and mobiles wireless services if they are first used to provide local exchange service (47 C.F.R. §51.309(d)).
4. The FCC rules allow UNEs to be used for information services only after they have been properly accessed under section 251(c)(3) to provide telecommunications services (47 C.F.R. §51.100(b)). UNEs cannot be accessed under section 251(c)(3) for the exclusive provision of interexchange or mobile wire service and therefore must first be accessed to provide local exchange service.
5. CLECs should not be allowed to "game" the system by putting 1 DS0 providing local exchange services on a DS3 UNE loop using the remaining 671 DS0's to provide interexchange or mobile wireless services. There are multiple quotes within the TRRO that state the FCC's concern about gaming (for example, see TRRO, ¶230). Sprint's original language (not the offer currently on the table or what is before the Commission) therefore required UNEs to first be used to provide a meaningful amount of local traffic.
6. Sprint admits that the term meaningful amount of local traffic can be interpreted different ways.
7. In reviewing the terms opposed to the FCC rule banning exclusive use and the terms proposed by Sprint, Sprint understood that the debate would be over the definitions of "exclusive use" versus "meaningful amount of local traffic" and that the FCC did not provide a definition of "meaningful amount of local traffic".
8. Sprint therefore modified its offer, and as stated in Maples Rebuttal (beginning line 8, page 16) provided FDN other terms consistent with the FCC TRRO several weeks prior to the due date for Direct Testimony in this proceeding.

57. In response to staff's Interrogatory No. 20, FDN states that "the FCC only restricted use of UNEs where those UNEs were used exclusively for CMRS or exclusively for IXC service and in the context of EELs." Does Sprint agree with FDN's response? Please explain.

Response: No, there are several restrictions beyond those mentioned by FDN with respect to how a CLEC can access and use a UNE. Following is a review of some of them.

Sprint agrees that the FCC restricts the use of UNEs exclusively for mobile wireless or interexchange service. The terms proposed by Sprint are consistent with this. By requiring UNEs to be used for local exchange service as supported by the TRRO, Sprint is further defining what the rule means and in no way alters it. If a UNE cannot be used exclusively for mobile wireless or interexchange service, what can that UNE be used for prior to putting mobile wireless or interexchange service on that UNE? The answer, as supported in Maples Direct and Rebuttal testimony is local exchange service.

Sprint also agrees that the FCC established unique use restrictions for EELs (47 C.F.R. §51.318).

The FCC also restricts the use of UNEs for information service. As stated above, "The FCC rules allow UNEs to be used for information services only after they have been properly accessed under section 251(c)(3) to provide telecommunications services (47 C.F.R. §51.100(b)). UNEs cannot be accessed under section 251(c)(3) for the exclusive provision of interexchange or mobile wire service but must first be accessed to provide local exchange service."

The FCC rules restrict the advanced services technology that a CLEC can put on a UNE. A CLEC cannot install an advanced service technology on a UNE that significantly degrades other advanced services or traditional voice band services. In addition, if a CLEC

wishes to deploy an advanced service that is not presumed to be acceptable it has the burden of proving that it will not degrade the aforementioned services (47 C.F.R. §51.230 and §51.233 and all sub-paragraphs).

An ILEC does not have to provide access to a UNE if it is not technically feasible (47 C.F.R. §51.307(a)).

ILECs do not have to combine UNEs if it is not technically feasible or if it undermines the ability of other carriers to access UNEs (47 C.F.R. §51.315(c)).

58. FDN responded to staff's Interrogatory No. 23 that "all of Sprint's proposed language in 40.4.3 has no basis in the FCC rules." What is the basis for the proposed language, if any?

Response: The proposed language is as follows:

> 40.4.3 CLEC must use any UNE purchased from Sprint for the purpose of providing local exchange services. CLEC may use a UNE for the provision of interexchange, Mobile Wireless, or information services if CLEC is also providing local exchange services over the same UNE.

Sprint's reasoning for this provision is provided in detail in Maples Direct and Rebuttal testimony and in responses immediately above. Sprint strongly disagrees that it does not have a basis in the FCC rules.

What is the rule in question? That rule states:

47 C.F.R. §51.309 (b) A requesting telecommunications carrier may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

Well, what does that mean? If it can't be use exclusively for mobile wireless or interchange and it must first be used for a telecommunications service to get access (47 C.F.R. §51.100(b)) then what telecommunications services are left? Sprint submits that the telecommunications service that is left, as defined in the TRRO and described in Maples Direct testimony is local exchange services.

The associated rule is as follows:

47 C.F.R. 309 (d) A requesting telecommunications carrier that accesses and uses an unbundled network element consistent with paragraph (b) of this section may provide any telecommunications services over the same unbundled network element.

What does that rule mean? It means that once a CLEC has gained legitimate access to a UNE (for providing local exchange service) that it can then provide any telecommunications services over that same element, which would include interexchange and mobile wireless. It does not include information service. The support for Sprint's position regarding information service is as stated in the responses immediately above referring to 47 C.F.R. §51.100(b).

59. FDN responded to staff's Interrogatory No. 25 that "...the use of UNEs is governed by FCC Rule 51.309, 47 CFR § 51.309." Does Sprint agree with this response?

Response: No. See Sprint's responses to 57 and 58 above.

Sprint has clearly shown that its position is fully supported and consistent with the FCC rules in 51.309.

In addition FDN's response implies that Sprint should solely rely on the rules for its position and never look at other sources for clarification, which Sprint disagrees with. If that were the case, any FDN's argument that the 10 DS1 Cap for dedicated transport routes established by the FCC in the TRRO is restricted would have to be thrown out solely on the basis that the argument is not based on the rule but verbiage in the order (Issue 22).

Issue 27 - Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

60. On page 18, lines 16-18, of his rebuttal testimony, Sprint witness Maples states that "FDN has the opportunity to review the various tariffs and determine which wholesale product it wishes to use in a particular commingled arrangement that it seeks." What if after FDN examines the tariff regarding these services, it would like to purchase additional services, and/or it is no longer interested in those services offered by Sprint?

Response: The question is unclear whether or not it is regarding the commingled arrangements specifically included in the agreement or a new commingled arrangement.

If the question is addressing the commingled arrangement specifically included in the agreement (UNE loop commingled with wholesale dedicated transport, such as special access), and FDN wishes to purchase additional services (Sprint assumes that the service has been installed and FDN wishes to modify its initial order) FDN would order the additional wholesale services as a change using the appropriate ordering mechanism, such as submitting a special access ASR. If FDN is no longer interested in the services after having them installed they would have them disconnected in the same manner.

If the question is addressing a new commingled arrangement specifically requested by FDN, and FDN wanted to include additional services, FDN would submit a modified BFR request including the change. If FDN was no longer interested in the services and had submitted a BFR, they could cancel the BFR or simply not accept the price quote.

61. On page 19, lines 16-17, of his rebuttal testimony, Sprint witness Maples acknowledges that "Sprint has not developed a price for that connecting facility." What criteria will Sprint use to develop the price for that connecting facility? When will a decision be made on the price and will it be added any where other than the tariff?

Response: Sprint will use TELRIC pricing theory to develop the price for that facility. The same personnel that develop Sprint's UNE prices will develop the price for this facility.

Sprint does not have any immediate plans for developing the rate in question and so the date is uncertain. At this time Sprint expects the price to be added to the price lists in the

interconnection agreements rather than the tariff since it is to be TELRIC based and could be applicable to wholesale services from several tariffs.

62. On page 19, lines 20-21, of his rebuttal testimony, Sprint witness Maples states that once a price for that connecting facility is developed, the information will follow the implementation standards in the interconnection agreement. Why the interconnection agreement and not the tariff? Is this information required to be in an interconnection agreement prior to the tariff?

Response: The question raises an interesting possibility. Since commingling involves a wholesale service, which is likely to be tariffed, the charge for the connecting facility could theoretically be added to the appropriate tariff; however, since Sprint has taken the position here that the facility in question should be priced at TELRIC, it views it similar to a UNE, which means the price would be included in the interconnection agreement. If Sprint had determined that the connecting facility should have been billed at wholesale rates it would have pointed to wholesale rates in the existing tariff, if present, and if not would have to develop such a rate and implement it.

63. On page 20, lines 7-9, of Sprint witness Maples' rebuttal testimony, he states there is a connecting facility that is not included in either rate. Will this cost be included? If so, when and approximately how much do you anticipate the connecting facility will cost? When will Sprint propose this new rate?

Response: As stated above Sprint has no immediate plans for developing the rate for the facility in question and has therefore offered to provide it without charge. The costs

are not included in any rate that would be charged (see response to FDN interrogatory 82). Sprint does not expect the price to be significant, perhaps similar to collocation cross connect charges. Once Sprint develops the charges it will add them to the price list and begin negotiating them with carriers on a going forward basis. Any carrier could, of course, arbitrate the prices, which would give the Commission the opportunity for review at that time. For carriers such as FDN with agreements that do not include the prices, Sprint will implement them upon termination of the existing agreement.

64. On page 20, lines 9-11, of Sprint witness Maples' rebuttal testimony, it states that the information may be different using different elements and services. Is Sprint planning to conduct research to see how the information may differ? If so, how would this be determined? If not, why?

Response: Sprint is not planning to conduct research at this time but will do so upon receiving requests from CLECs for additional commingled arrangements (see response to staff interrogatory 32). The potential number of commingled arrangements is potentially quite large and given that, it would be best for CLECs to provide input regarding which arrangements they are interested in, just as FDN has done here.

Sprint determined the solution for the commingled arrangements requested by FDN by drawing out the network arrangement, mapping the existing rates to the individual network components, and determining which elements were not included in any prices. This is a good approach for reviewing future commingled arrangements requested by CLECs.

Issue 34 - What are the appropriate rates for UNEs and related services provided under the Agreement?

65. Which, if any, of the UNE rates included in the interconnection agreements identified by Sprint in response to staff's Interrogatory No. 42, differ from the UNE rates approved in Sprint's UNE Cost Docket No. 990649B-TP?

Response: Sprint reviewed the 73 interconnection agreements and determined that, in some of the agreements, there are three UNE rates which do not match the approved rates. They are:

- Access to UNE Conversion – DS1 Loop per line. This difference occurs in 36 of the 73 interconnection agreements (ICA).
- Access to UNE Conversion - DS1 Transport. This difference occurs in the same 36 agreements mentioned above.
- Loop Qualification Information. This difference occurs in 14 of the 73 interconnection agreements.

The approved rate for the Access to UNE conversion for both DS1 Loop and DS1 Transport is $76.71. The rate in 36 ICAs is $81.10. Sprint has researched the billing for this rate and determined that it was not billed to any of the 36 carriers in question. The carriers will be notified and the price lists will be corrected to reflect the approved rate.

The approved rate for Loop Qualification Information is $5.90. There are 7 ICAs with an NRC of $37.55 and 7 ICAs with an NRC of $28.20. Sprint has researched the billing for

these rates and determined that none of the 14 carriers have been billed. The carriers will be notified and the price lists will be corrected to reflect the approved rate.

Of the 106 monthly recurring charges and 176 non-recurring charges contained in the 73 agreements, there are only 3 unbilled administrative errors which may appear in some of those ICAs.

66. If the UNE rates included in some of the interconnection agreements identified by Sprint in response to staff's Interrogatory No. 42 differ from the UNE rates set in Sprint's UNE Cost Docket, what would be the reason(s) for the difference?

Response: The errors discussed in Sprint's response to Interrogatory No. 65 are unbilled administrative errors which will be corrected.

67. Were the UNE rates included in the interconnection agreements identified by Sprint in response to staff's Interrogatory No. 42 arbitrated? If so, please identify those agreements.

Response: No.

68. Is Sprint taking the position that no UNE rates can be arbitrated in this docket?

Response: No. The new UNE rates and associated costs supported by Sprint witness Davis are being arbitrated in this docket since they were not part of the UNE docket. But in the order denying FDN's motion for postponement in this proceeding the Commission decided that "the Sprint UNE docket issues shall not be relitigated in this current

proceeding." The issue is then whether or not the rates approved by the Commission in the UNE docket should be incorporated in the interconnection agreement between FDN and Sprint. In that sense, the rates are being arbitrated; however, the parties are not rehashing the cost studies and inputs that were the basis of the rates established in the UNE docket.

Issue 36 - What terms should apply to establishing Points of Interconnection (POI)?

69. How many total POIs does Sprint propose that FDN should establish?

Response: Sprint proposes that FDN establish a Point of Interconnection at each Sprint tandem in which it will be exchanging local traffic within that tandem serving area. Sprint does not know FDN's precise plans for where it intends to exchange local traffic with Sprint, so it can't give a precise number of POIs, but to be responsive to this request: Sprint has 8 access tandems in 6 LATAs in Florida. 450, 454, 458 and 953 are single tandem LATAs. In those LATAs, FDN need only establish a single POI. 448 and 939 are LATAs in which Sprint has 2 tandems. In those LATAs, if FDN is exchanging local traffic within both tandem serving areas, FDN would establish 2 POIs, one at each tandem, under Sprint's proposal. Sprint also maintains several local tandems in these LATAs, but would not require FDN to establish interconnections at those tandems. In addition, Sprint has voluntarily agreed to establish indirect interconnection with FDN for small volumes of traffic where Sprint subtends another ILEC's tandem. This could occur in LATA 452 where Sprint subtends the Jacksonville tandem. To the extent Sprint and FDN exchange more than a DS1 volume of traffic through the Jacksonville tandem, Sprint would also require a POI on Sprint's network within that LATA.

70. Is Sprint likely to install additional tandems over the life of the interconnection agreement?

Response: No. Sprint does not at this time anticipate a need to install additional tandems in the next 2 years, the term of this interconnection agreement.

71. In Sprint's response to staff's Interrogatory No. 47, Sprint states that double-tandeming would cause it to incur additional uncompensated costs that would be avoided if FDN established POIs to each tandem. Please quantify these additional costs per month.

Response: Absent a forecast of the amount of local traffic FDN will generate, Sprint cannot calculate a cost per month. However, Sprint's TELRIC rates for tandem switching and shared transport are $0.002053 per minute and $0.000814 per minute. If FDN does not establish a POI at each tandem, Sprint will incur the costs associated with performing these traffic-sensitive network functions when it terminates FDN-originated traffic.

Issue 38 - What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homes (Virtual NXXs)?

72. Wireless providers offer services where the end user's long distance calls (e.g. a call from Tallahassee to Miami) are treated as local calls. What compensation mechanism does Sprint have in place with the wireless providers that allow them to offer such services? Would the same concept apply to FDN?

Response: Wireless traffic is subject to different intercarrier compensation rules than wireline traffic. For wireless traffic, IntraMTA calls are subject to reciprocal compensation (51.701(b)(2)). For wireless traffic that does not originate and terminate

with the same MTA (interMTA traffic), wireless carriers must pay Sprint access charges. Sprint's interconnection agreements with wireless carriers follow these rules. The question implies that wireless carriers have an advantage over FDN. However, unlike wireline carriers such as FDN, FCC rules do not permit wireless carriers to collect access charge revenue for traffic wireless carriers receive from IXCs. In summary, wireless carriers may have a competitive advantage of sorts over wireline carriers because they enjoy a larger "local" definition for intercarrier compensation. However, this competitive advantage is offset by the competitive disadvantage that wireless carriers suffer because they do not collect access charges that wireline carriers collect for interexchange traffic. For example, for a wireline call from Tallahassee to Miami that terminates to an FDN customer through an IXC, FDN would generate access revenue from that IXC, whereas the same call to a wireless phone, regulations have precluded wireless carriers from collecting access revenue from the IXC . This gives FDN the ability to generate access revenue that is not available to wireless carriers and FDN can use this advantage to "fund" similar calling plans that wireless carriers offer. Again, Sprint strongly supports adoption of a uniform intercarrier compensation regime that eliminates regulatory traffic distinctions, local, long distance, wireless, wireline, etc, because all such distinctions cause competitive and technology disparities. However, this must be accomplished in broad reform that takes into consideration universal service implications and permits carriers an alternative opportunity to recover reduced access revenue. FDN's proposal to narrowly change the definition of local traffic for its traffic does not accomplish any of those goals. Instead, it introduces yet another definition of local. If FDN's intercarrier compensation proposals are adopted in this arbitration, Sprint would be adding at least two new traffic distinctions

to the multiple distinctions that already exist, i.e., in addition to wireless traffic, wireline voice traffic with carriers other than FDN, and ISP-bound traffic, FDN proposes that Sprint add new traffic distinction for FDN's wireline voice traffic and a completely undefined scheme for FDN VoIP traffic. Consequently, FDN's suggestion results in adding two new traffic categories to the existing three categories. This is the wrong direction.

Issue 59 - Under what circumstances, if any, should FDN be permitted to use cross connect services to connect FDN's equipment in FDN's collocation space to any services or facilities purchased under this Agreement or any other Sprint services, such as special access services purchased under Sprint state and federal tariffs?

73. It is staff's understanding that neither Sprint or FDN directly addressed Issue 59 in their direct and rebuttal testimonies. Has Sprint resolved this issue with FDN? If not, what is Sprint's position on this issue?

Response: This issue has been settled with FDN.

DATED this 25th day of July, 2005.

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

Sprint
Docket No. 041464-TP
Late-filed Deposition Exhibit No. 1 of Pete Sywenki

Sprint's Tandems in Florida

See attached document.

SPRINT-FLORIDA MULTI-TANDEM LATAS

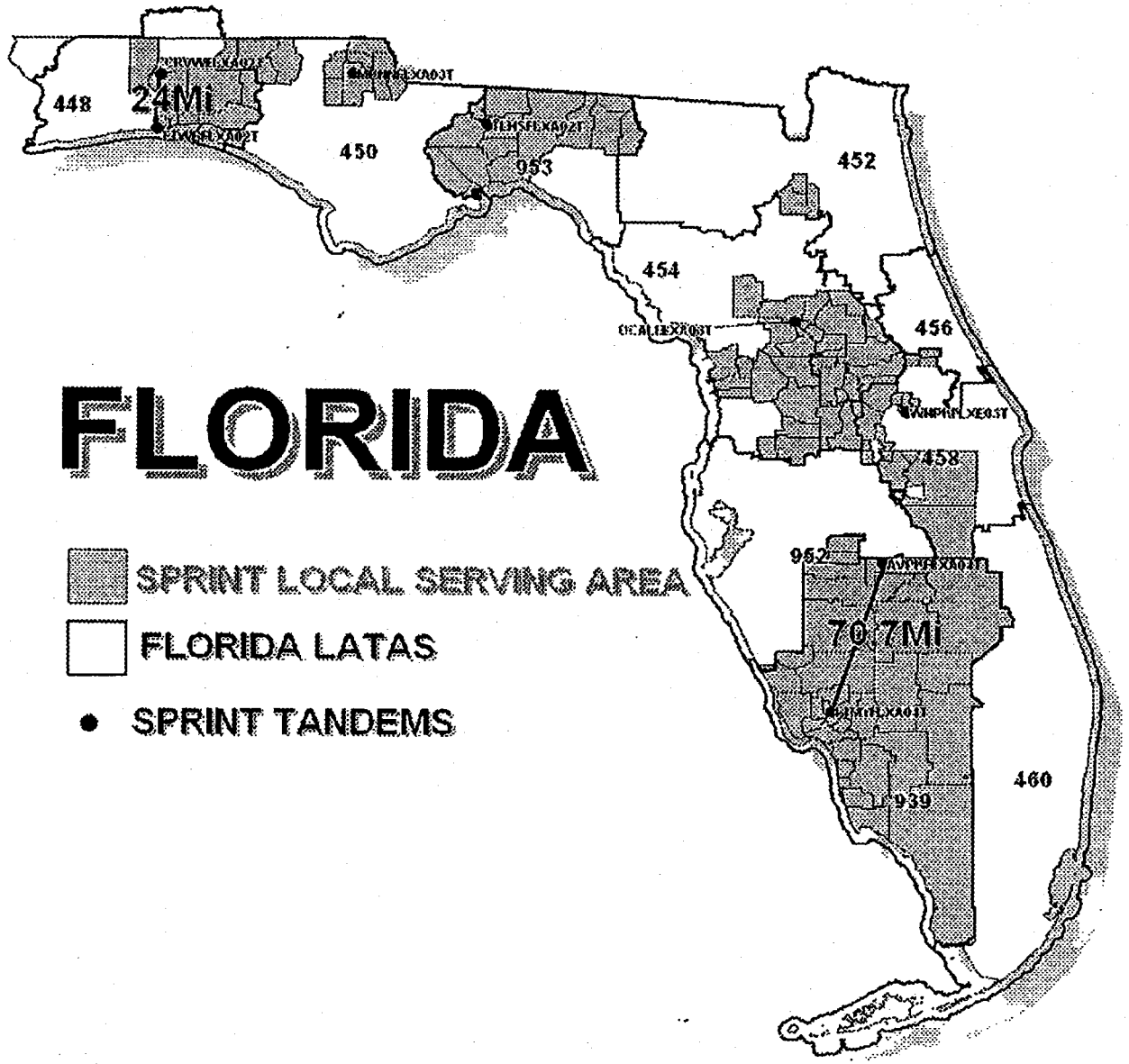
RESPONSE TO STAFF INQUIRY

Sprint

Multi-Tandem LATAs

- LATAs with multiple Sprint access tandems
  (see map on page 3):
  - LATA 448: Ft. Walton Beach and Crestview
  - LATA 939: Ft. Myers and Avon Park

  (Note: Sprint-Florida also maintains many separate Local tandems. However, Sprint has not requested that FDN establish trunking to these additional tandems.)
- While the access tandems are physically connected in each LATA, Sprint network personnel have confirmed that these trunk groups are typically used to route Sprint toll traffic and prefer carriers to establish trunks to each access tandem to exchange local traffic with Sprint.
- It is logical and efficient to establish trunks to each tandem to avoid transporting traffic long distances between the two access tandems :
  - Ft. Walton Beach to Crestview: 24 airline miles / 42 route miles
  - Ft. Meyers to Avon Park: 71 airline miles / 111 route miles
- Requiring FDN to establish trunks to each tandem avoids inefficient use of network resources.


FLORIDA
SPRINT LOCAL SERVING AREA
FLORIDA LATAS
SPRINT TANDEMS
24Mi
70.7Mi
448
450
953
452
454
456
458
952
460
939

Sprint

Replacement

EXHIBIT NO. 4

DOCKET NO.: 041464-TP

WITNESS: Stipulated

PARTY: FDN

DESCRIPTION:

1. FDN's responses to Staff's 1st set of Interrogatories No. 1-10, 12-14, 17-33, 36, 38-49, 51
2. FDN's responses to Staff's 1st set of Production of Documents No.'s 1-2
3. FDN's responses to Staff's 2nd set of Interrogatories, No.'s 53-56, 58-64

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO 4
COMPANY/ FPSC staff's consolidated
WITNESS: Exhibit FOR FDN
DATE 8/4/05

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP DATED: JUNE 28, 2005

FDN COMMUNICATONS' RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES

Florida Digital Network, Inc. d/b/a FDN Communications ("FDN") hereby responds to the First Set of Interrogatories of the Staff of the Florida Public Service Commission as follows:

INTERROGATORIES

Issue 5 - How should "local traffic" be defined?

1. **If the Commission were to define local traffic as the local calling area excluding the intraLATA for compensation purposes, would FDN's rates be competitive with Sprint's rates? If not, why?**

If the local calling area for reciprocal compensation purposes is Sprint's retail local calling area, FDN will not be able to offer on a wide-scale and sustainable basis expanded local calling area products. In other words, if the Commission accepts that Sprint's retail local calling area is appropriate for intercarrier purposes, the Commission accepts that status quo and, further, retreats from the determination that intrastate access charges accessed on intraLATA calling are a cost barrier to different local calling products within the LATA. The status quo in Sprint territory has wireline competition lagging behind that in BellSouth and Verizon territories, despite Sprint territory having some of the fastest-growing areas in the state. So, if competitive carriers offered rates competitive to those offered by Sprint under the status quo, something is amiss or there would not be single digit wireline competition in Sprint territory. FDN maintains that what is wrong is that Sprint's intrastate access charges are the highest among the three major Florida ILECs, those access charges as applied to intraLATA calls do not permit carriers to offer consumers in Sprint territory with different intraLATA calling plans, and that Sprint's high UNE rates hamper the ability of CLECs to gain market share on a viable basis.

Answer provided by: Kevin Smith, V.P. Marketing.

2. **Sprint has indicated that FDN would have an unfair competitive advantage, because it is required to maintain the status of COLR and FDN is not. Sprint contends that this designation inherently involves additional costs which it recoups through its present access charges. If the Commission were to incorporate the intraLATA calling area into the definition of local traffic, how would Sprint be compensated for its COLR obligations?**

As stated in FDN's testimony, FDN maintains that Sprint's COLR arguments in this proceeding are exaggerated and not adequate justification for preserving the status quo where customers in Sprint territory do not have wireline choice. FDN's proposal would only affect Sprint's receipt of access revenues for calls originated and terminated in the same LATA, not all calls originated and terminated in the state. Revenues from FDN intraLATA intrastate traffic could not be a significant percentage of Sprint's total COLR obligations and, in any case, Sprint has the ability to recoup that lost revenue through changes to non-basic rates on 15 days' notice. Further, FDN has a LATA-wide local intercarrier compensation arrangement with BellSouth, who fulfills its COLR obligations and in whose territory expanded local calling plans are available.

Answer provided by: Kevin Smith, V.P. Marketing

3. **What effect do you think the elimination/reduction of UNE-P would have on competition in Sprint's calling areas?**

The immediate effect of the demise of UNE-P competition in Sprint territory may depend on the commercial agreements made available by Sprint. The economics of the business models of UNE-P competitors will either be supportable or unsupportable based on the rates and terms of the commercial agreements forged, but with the ILEC holding all the negotiation leverage, it is difficult to foresee competitive focus in this area. Further, it seems unlikely that UNE-P will serve as a market entry method for the establishment of a success based deployment strategy for wire line build outs. Overall, I would postulate that the commission, and more importantly consumers in Sprint territory, will see wireline competition in Sprint territory stay at the status quo, at best.

The PSC's last competition report shows that wireline competition in Sprint territory accounts for 3% of residential lines and 18% of business lines. Also according to the PSC's last competition report, on a state-wide average basis, some 20% of the business market was served via UNE-P and 77% of the residential market was served via UNE-P. If one accepts those percentage distributions as applied to the competitive profile in Sprint territory, the combination of eliminating UNE-P in Sprint territory, the CLECs' inability to offer expanded local calling products and, perhaps most importantly, Sprint's high

UNE rates, would likely all but end wireline competition for residential customers in Sprint territory, if not immediately, then soon thereafter.

The prospects for consumer choice on the business side do not look much better. It is unlikely that there will be much, if any, sustained growth in wireline competition for business lines coming from UNE-P, as stated above. And, as for facilities based competition for business customers, the CLECs' inability to offer expanded local calling products and Sprint's excessively high UNE rates pose a protective wall around Sprint territory. Even if a facilities-based competitor wanted to focus only on business customers in Zone 1 wire centers, where the MRCs could provide a viable opportunity assuming customers would stay on-net long enough to recover the over $100 first line NRC, the competitor would quickly turn away after realizing there are only four Zone 1 wire centers in Sprint territory: two in Tallahassee (one of which covers mostly FSU and is therefore not part of the profile for an SMB provider), one in Maitland (where FDN already has a presence) and one in Shalimar (a town whose website (www.shalimarflorida.org) shows the total population as 718 persons and lists the names and addresses of no less than 75 businesses in the town).

In consideration of the above, FDN would expect, at best, that wireline competition in Sprint territory will remain stagnant. The more likely outcome, however, is that competitive choice in Sprint territory will reverse unless the Commission adjusts Sprint's UNE rates and rejects the status quo when it comes to intercarrier compensation.

Answer provided by: Kevin Smith, V.P. Marketing

4. **How would the following be effected if the Commission were to with FDN and define the local calling area as a LATA:**

(a) **FDN's business plan;**
(b) **Universal Service;**
(c) **Consumer Choice; and**
(d) **Competition.**

See response to Interrogatories above and FDN's direct and rebuttal testimony.

FDN intends to offer different local calling products in Sprint territory, including in Southwest Florida, if FDN's proposals are approved and if viable UNE rates are available. Specifically, FDN would make available to consumers in the 939 LATA various flat rated wide area calling plans in the limited coverage area now served. Consumers in the 939 LATA would see greater competition, more choice, and more flexible calling plan options. Based on the success of sales in the 939 LATA, FDN would make a determination as to whether or not to further extend the network and make the services available to more customers in more COs.

Consumers want choices that better fit their businesses and lifestyles. Some consumers may not be ready or may not be able to embrace technical substitution that makes choices available by other means (Cell phones, e-mail, VoIP from cable providers). Suppliers follow demand when it is economically feasible. The principals of a free market economy should prevail and increase competition. If FDN were able to offer different local calling are products, Sprint would likely be compelled to follow suit, which benefits customer choice in Sprint territory, where, per the FPSC's last report, wireline competition is suffering.

FDN does not believe that Sprint's COLR arguments are persuasive, since the percentage of FDN's intraLATA intrastate access payments to Sprint cannot be significant compared to Sprint's total COLR obligation and because Sprint can recover reduced access revenues from non-basic services or other sources.

Answer provided by: Kevin Smith, V.P. Marketing

5. **In Witness Smith's direct testimony, he indicates that Sprint's ordering and provisioning processes are inefficient in relation to other Florida ILECs. Is this Witness Smith's opinion or is there evidence to support these inefficiencies? Please identify all evidence, if any.**

FDN offers as a first indication of disparate efficiency in installations among the three Florida ILECs with whom FDN does DS-0 service, Sprint's much higher 1st line UNE NRC installation rate of $100.00. If Sprint was as efficient as the other ILECs, its UNE rates (NRCs and MRCs) would not be so much higher than the other ILECs. Sprint's intervals are also on average longer than those of other Florida ILECs.

Sprint has reported as "completed" orders that leave the customer out of service. FDN is then forced to open trouble tickets to fix the problem and often FDN then finds out, after the fact, that Sprint should have written a Ciras order (a Sprint engineering order) because the customer was served behind a remote. The need for the Ciras order should have been identified up front and would have prevented the customer from being out of service at the cutover. This, FDN believes, is indicative of the poor information available on Sprint's network, even to Sprint. That information gap contributes to inefficiencies.

Sprint also has issues with timeliness for facility investigations. There is supposed to be a facilities investigation done within 24 hrs and then if a Ciras order is needed the due date should be three days out from that time. Often, the order stays in facility investigation longer than 24 hours, again demonstrating incomplete information or

inefficient use of that information. In these situations FDN typically has to make a separate call Sprint to get the Ciras written. There is no automated or efficient process by which to request such activity.

FDN has not compiled an exhaustive list of instances where FDN has experienced ordering/provisioning inefficiencies with Sprint or report of such. Additional information may be provided upon request. The examples below illustrate the provisioning issues seldom experienced in interactions with the other two major Florida LECs. (The examples are from FDN account notes and, as such, may use in-house vernacular and abbreviations).

PON 1310852MM/SO# C771978, PON 1310856RC/SO# C773035, PON 1314397LS/SO#C779019
Move and two orders to add lines. The move completed out and trouble ticket had to be opened. FDN then found out that a Ciras order should have been written per Sprint repair. Order was escalated because the customer was moving and needed their lines asap. FDN escalated to get the Ciras written and found out that a Ciras WAS NOT needed because customer's new location was out of a NGDLC. Sprint uses TSI technology for provisioning those orders. This would also pertain to the two add orders.

PON 1304142EGD/SO# C759263
Move order closed out. Trouble ticket opened because of No Dial Tone, found out that a Ciras order was needed. Had to have Sprint write one and re issue firm order commitment to FDN.

PON 1214708LNP/SO#C849429 and 1214708LNP1/SO#C849441
New LNP Orders – LSRs sent 3/1/05
3/7 – Order went into facs investigation and we received FOC on the 7th for the 10th
3/10 – Pushed DD out per customer to the 14th
3/14 – The two line order cut over.
3/15 – We were told that there was No Copper facs to work the remaining eight lines. We would have to submit a BFR and pay for the facs.
PONs were Rpond so, they should have been worked together and not separately.
FDN had to escalate to find facs for the 8 lines. They found the necessary copper but, they did have to fix some things first. FDN would not have had this issue if Sprint had jep'd the whole thing as BellSouth or Verizon normally do.

Orders are routinely going past the due date due to workload issues and IRES is not being updated by Sprint with the new due date so FDN is having to call the NEAC, adding an inefficient manual step to the process.

Answer provided by: Kevin Smith, V.P. Marketing

6. **Sprint represents that if the local calling area definition was expanded to include current intraLATA calling areas, it would be placed at a competitive disadvantage. Sprint contends that it would still be required to pay access and reciprocal charges while FDN and other similar CLECs would be primarily responsible for reciprocal fees. Is Sprint correct in its basic premise and if not, what is FDN's position on Sprint's assertion?**

See responses to Interrogatories above and FDN's direct and rebuttal testimony. Sprint is not placed at a competitive disadvantage, and its basic premise is incorrect. Rather, Sprint simply does not want to change the status quo in Sprint territory (where wireline competition and consumer choice suffer), Sprint does not want to compete, and Sprint wants to force carriers like FDN to accept Sprint's terms for exchange of traffic and interconnection without compromise.

To the extent Sprint asserts it cannot offer a broader local calling area plan because of intraLATA intrastate access charges Sprint owes to other carriers, Sprint's argument recognizes the validity of FDN's argument. In any case, FDN's proposal in this arbitration applies to the mutual exchange of intraLATA traffic between FDN and Sprint, and FDN is one of the few facilities-based CLECs of any size left in Sprint territory. An ILEC complaining about a competitive disadvantage for its own services is incredible, to say the least, particularly here where Sprint retains a dominant market share in its Florida territory. In addition, BellSouth has lower market share in its territory than does Sprint in its territory, but BellSouth has not complained about competitive disadvantage stemming from the LATA-wide local intercarrier arrangements which BellSouth agreed to and which the Commission approved.

Answered by: Kevin Smith, V.P. Marketing.

7. **Witness Smith states that FDN and BellSouth presently have an interconnection agreement whereby both parties agree to reciprocal compensation for calls over local trunks within a LATA. Is Sprint aware of this agreement, and if so, did both parties (FDN and Sprint) discuss the possibility of consummating a similar arrangement?**

The record in Docket No. 000075, FDN's brief in Docket No.000075, and FDN's direct and rebuttal testimony in this case all should have made clear to Sprint the FDN-BellSouth arrangement. As indicated in FDN's testimony and its responses to prior staff Interrogatories, Sprint is opposed to anything other than the status quo no matter what trade-offs FDN has offered.

Answered by: Kevin Smith, V.P. Marketing

Issue 21 - What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

8. **In order to facilitate telecommunication competition, the "fresh look period" was initiated almost a decade ago. Please explain why it is still needed today.**

As explained in FDN's testimony, FDN is not requesting a "fresh look" period and Sprint has mischaracterized FDN's position. FDN is merely asking to resell the existing contract between Sprint and its end user without a change in the term.

Answered by: Kevin Smith, V.P. Marketing

9. **In July 2000, The Department of Administrative Hearings (DOAH) ruled in favor of the ILECs and opined the "fresh look" mandate discriminated against ILECs and actually reduced competition. In light of this ruling, what does FDN base its request on for including the "fresh look" provision to the proposed agreement?**

As explained in FDN's testimony, FDN is not requesting a "fresh look" period and Sprint has mischaracterized FDN's position. FDN is merely asking to resell the existing contract between Sprint and its end user without a change in the term.

Answered by: Kevin Smith, V.P. Marketing

10. **Has FDN conducted any surveys or similar public opinion apparatus to gauge whether the general public favors the "fresh look period?" If so, what were the findings?**

As explained in FDN's testimony, FDN is not requesting a "fresh look" period and Sprint has mischaracterized FDN's position. FDN is merely asking to resell the existing contract between Sprint and its end user without a change in the term.

Answered by: Kevin Smith, V.P. Marketing

Issue 22 - What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?

11. **In the direct testimony of Witness Smith, on page 10, lines 13-18, he states that FDN disagrees with Sprint's interpretation that the TRRO limits CLECs to 10 DS-1 transport circuits to be made available on all routes where DS1 transport is available, on an unbundled basis, or only to those where DS3 transport is unavailable on an unbundled basis. Please explain why FDN disagrees with Sprint's interpretation, with specific reference made to the FCC's TRRO or any other state commission proceeding that has addressed this issue, if any.**

12. **Please explain why posting wire center updates, regarding TRRO thresholds, on the following Sprint wholesale web site:**

http://www.sprint.com/regulatory/nvDocuments/wire_centers_exhibita.pdf?refurl=wire_center

is not an effective way for the CLEC community to monitor changes of wire center designation?

As stated in FDN's testimony, FDN believes Sprint could at least provide direct written notice to those carriers with UNE services ordered out of the wire centers affected by any proposed update/change, just as ILECs provide direct written notice to CLEC applicants for space exhaust situations for collocation services. The question of direct notice from Sprint of proposed changes is not the only concern. There is also the question of notice when another CLEC disputes a Sprint proposed update/change, resulting in a Commission docket which Sprint suggests should be binding on FDN as though FDN were a party, but without expressly permitting FDN the right to participate as a party.

Answered by: Kevin Smith, VP Marketing.

13. **In the direct testimony of Witness Smith, on page 11, lines 1-3, he states that FDN has not received sufficient data to support Sprint's designation of wire centers it believes meet the unimpaired standards in the TRRO for transport. Has FDN received this information, and if so, please identify this information?**

The information Sprint provided was inadequate and was more a description of terms and methodology than a compilation of any supporting data. FDN reserves its right to conduct additional discovery on the subject.

Answered by: Kevin Smith, VP Marketing.

14. **In the direct testimony of Witness Smith, on page 10, lines 20-23, he states that FDN questions how the parties will handle disputes in cases where a party would like to contest Sprint's identification of a wire center as being unimpaired. Furthermore, on page 11, lines 6-13, Witness Smith mentions that FDN has made compromise proposals regarding protest language for the interconnection agreement, which Sprint is considering. Please tell Commission staff what stage these negotiations are in, what proposal for alternative dispute resolution FDN favors, and why?**

As indicated in FDN's rebuttal testimony, Sprint has not formally responded to FDN's last proposal. At a minimum, Sprint should have no objection to agreeing that FDN has party status to any disputes in cases where a carrier contests a Sprint proposed

Answered by: Kevin Smith, VP Marketing.

15. In the direct testimony of Witness Maples, at page 15, lines 12-17, he states what he understands is the proper interpretation of paragraph 128 of the TRRO. Please explain in detail how FDN's interpretation of this clause is different from Sprint's.

16. Paragraph 234 of the TRRO provides that if, after conducting an investigation, a CLEC believes that the ILEC's claim is in error, it can challenge the ILEC's determination of the status of a wire center by appealing to the state commission for resolution. Does FDN agree with this interpretation, and if so, once the status of a wire center has been resolved before a state commission, should it no longer be subject to challenge? In what additional ways could wire center determination disputes be resolved?

Issue 23 - When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify?

17. **Explain in detail FDN's position on what circumstances would make it necessary for a carrier to be required to certify UNEs. Explain how the self-certification should occur (i.e. individual letters for each UNE, one letter for all applicable UNEs, etc.).**

This is partially a legal question, not a factual question. Self-certification need only occur under circumstances stated by the FCC in the TRRO and not for every single UNE ordered. Self-certification, where needed under the TRRO, should by one letter for all applicable UNEs for the wire center or wire centers.

Answered by: Kevin Smith, V.P. Marketing; FDN Counsel.

18. **What is FDN's understanding of paragraphs 620-625 (Certification and Auditing) of the FCC's Report and Order, and Order on Remand and Further Notice of Proposed Rule Making, Released August 21, 2003? Include a specific explanation of its application to self-certification as framed in this issue.**

This appears to be mostly a legal question, not a factual question appropriate for discovery. In any case, FDN understands that the referenced paragraphs of the TRRO apply to EELs, not all UNEs, such as DS-0 loops, etc. Self-certification as framed in this issue by Sprint, was for self-certification for all UNEs, and, therefore, in FDN's view, inappropriate. Had the FCC intended requesting carriers to self-certify every UNE, it would have had provision for such in the TRRO, but the FCC did not.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

Issue 24 - May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"

19. **What is FDN's understanding of Issue 24?**

This is appears to be mostly a legal question, not a factual question appropriate for discovery. Sprint raised this issue, not FDN. FDN believes there is no basis for the issue

in the TRRO, and the issue itself illustrates how far afield it is from the TRRO. If the FCC meant to have a local traffic test for use of UNEs, the FCC would have said so, but the FCC did not. The FCC only restricted use of UNEs where UNEs were used exclusively for CMRS service or exclusively for IXC service and in the context of EELs. If the FCC meant to restrict use of UNEs to situations where there was a "meaningful amount of local traffic" – whatever that means – the FCC would have said so and provided guidance on what a meaningful amount of local traffic was, but the FCC did neither.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

20. **As stated on page 16, lines 13-14, of Witness Maples's direct testimony, one of Sprint's positions on this issue is that "any Sprint facilities between it and Interexchange or CMRS carriers' facilities are not available as UNEs." Please describe FDN's position on this matter.**

This is mostly a legal question, not a factual question appropriate for discovery. In any case, the FCC only restricted use of UNEs where those UNEs were used exclusively for CMRS or exclusively for IXC service and in the context of EELs. FDN's proposed changes to the interconnection agreement provisions referenced by Mr. Maples are consistent with the FCC determinations.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

21. **In Witness Maples's direct testimony on page 16, lines 15-17, he states that Sprint believes UNEs can only be used for Interexchange, CMRS, or information services, i.e. if they are also being used for local exchange services. Please describe FDN's position on this matter.**

See FDN direct and rebuttal testimony and interrogatory responses above.

22. **In Sections 40.4.2 and 40.4.4 of the proposed Master Interconnection, Collocation, and Resale Agreement, FDN proposes the terms ... <u>whose sole purpose</u>. Please describe FDN's reason and interpretation of the terms <u>whose sole purpose</u> as they relate to both sections.**

See FDN direct and rebuttal testimony and interrogatory responses above.

23. **Please provide FDN's interpretation for its May 18, 2005, proposed terms and reason for disagreement with Sprint's proposed language in Section 40.4.3 in the proposed agreement.**

This question in part solicits a legal opinion, and is not a factual question appropriate for discovery. FDN was trying to arrive at compromise language through negotiations so as to eliminate the issue from arbitration. If a UNE (or combination) is used for a telecommunications service consistent with applicable rules, that UNE can be used for any other service, including CMRS or IXC service. The FCC only restricted use of UNEs where those UNEs were used exclusively for CMRS or exclusively for IXC service and in the context of EELs. All of Sprint's proposed language in 40.4.3 has no basis in the FCC rules and should therefore be rejected.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

24. **How does FDN's interpretation of the TRRO relate to its claims with respect to the terms proposed in 40.4.3? Please identify the paragraph number(s) of the TRRO, if any.**

See FDN direct and rebuttal testimony and interrogatory responses above. See also TRRO ¶s 30 – 39, FCC Rule 51.309, 51.318.

25. **On page 19, lines 8-10, Witness Maples states that "[a]s Sprint understands the issue, FDN believes that it can provide an information service on a UNE as long as it is providing any telecommunications service on the UNE, even if it is solely providing interexchange services on that UNE." Please explain FDN's concerns with this statement, if any.**

This question solicits mostly a legal opinion, and is not a factual question appropriate for discovery. Mr. Maples has mischaracterized FDN's position. FDN's position on this issue is that its use of UNEs is governed by FCC Rule 51.309, 47 CFR § 51.309 ("Use of unbundled network elements"). Rule 51.309(a) states that, "[e]xcept as provided in § 51.318, an incumbent LEC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer." Except for certain qualification requirements (set forth § 51.318) for EELs, the only limitation on a requesting carrier's right to obtain UNEs is set forth in subsection (b) of Rule 51.309, which provides that "[a] requesting telecommunications carrier may not access an unbundled network element for the

exclusive provision of mobile wireless services or interexchange services." The interconnection agreement language FDN proposes reflects these FCC requirements.

FDN recognizes that it cannot purchase a UNE solely to provide interexchange services, and nothing in FDN's proposed language suggests otherwise.

FDN intends to address, and reserves the right to address, this issue in greater detail in its brief.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

Issue 25 - When and how should Sprint make subloop access available to FDN?

26. In the direct testimony of Witness Smith, on page 12, lines 7 and 8, he states that FDN should not have to go through an ICB process or BFR process. Please explain your understanding of the ICB and BFR processes.

If Sprint has offered services to another carrier, then FDN should be offered those services on the same rates, terms and conditions. If another carrier already went through the ICB/BFR process to obtain said service, there is no reason why FDN should have to do so too. The ICB and BFR processes are for one-time, case specific service situations. If a service has been provided before, it is not a one-time, case specific situation.

Answer provided by: Kevin Smith, V.P. Marketing

27. In your opinion, why should FDN not be subject to the ICB and BFR processes? Please explain in detail and identify any orders supporting your response, if any.

See interrogatory answer above.

28. What rates, terms, and conditions would FDN deem to be acceptable for obtaining subloop access from Sprint? Please cite specific rates, terms, and conditions.

See interrogatory answer above.

Issue 27 - Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

29. Are there other UNE combinations available that Sprint has not made available to FDN or refused to make available to FDN?

FDN is not aware of any combinations of UNEs that FDN has requested prior to this date (as opposed to commingled UNEs and other services) which Sprint has not made available.

Answer provided by: Kevin Smith, V.P. Marketing

30. Why does FDN want all nonrecurring charges to be listed in the agreement? Is it enough to list nonrecurring charges, but not define the nonrecurring charges?

It is not a prudent practice for any business to sign an agreement where a charge may be assessed for a service which the business is likely to order but where the charge itself is not identified. Aside from not being able to budget costs for planning purposes, you would have no idea what payments you would be liable for and signing an agreement without a rate increases the likelihood of difficulties in disputing the amount eventually charged.

Answer provided by: Kevin Smith, V.P. Marketing

31. Please identify with specificity why FDN is in disagreement regarding paying Sprint for the costs of work performed to commingle UNEs or UNE Combinations? If all charges are specified in the agreement, is FDN willing to pay?

See FDN's direct and rebuttal testimony.

Answer provided by: Kevin Smith, V.P. Marketing

32. Does FDN have ICAs with other ILECs regarding commingling UNEs or UNE combinations? If so, do those ICAs address nonrecurring costs?

Both BellSouth and Verizon proposed TRRO changes are the subject matter of pending dockets.

Answer provided by: Kevin Smith, V.P.

33. Please identify which wholesale services FDN currently uses.

FDN purchases from various LECs and other providers a range of transport and network facilities on a wholesale basis. A list can be made available on further request; however FDN may request further definition in the question as to the scope of such a list and whether it included regulated, non-regulated, IXC, ISP, and a host of other services.

Historically FDN has purchased on a wholesale basis from the LECs CO-to-end-user, and CO-to-CO circuits ranging in size from DS-0 to OC-3. The majority of the circuits purchased via wholesale to date have been DS-1 circuits to end users served by CO in which FDN does not have physical collocation and is providing services which do not meet EEL eligibility requirements.

Prospectively FDN sees the need for such wholesale purchases increasing in scope and volume as the implementation of the TRRO requires greater dependence on non-UNE services, and in particular commingling of UNE and wholesale services.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 34 - What are the appropriate rates for UNEs and related services provided under the Agreement?

34. Does FDN have an interconnection agreement with Verizon? If so, are the prices in the agreement the ones approved in Verizon's UNE Cost Docket No. 990649B-TP?

35. Does FDN have an interconnection agreement with BellSouth? If so, are the prices in the agreement the ones approved in BellSouth's UNE Cost Docket No. 990649A-TP?

36. **Do Sprint's proposed rates in this docket exactly match the rates approved in Sprint's UNE Cost Docket? If not, please identify the differences.**

Other than the collocation rates (approved in another docket) and the routine network modification rates, FDN believes the answer is, for the most part, yes, but there may be some elements FDN has not acquired in the past and may not have compared. See also response to the Interrogatory No. 38 below.

Answer provided by: Kevin Smith, V.P.

37. **If the rates approved in Sprint's UNE Cost Docket are determined to be the appropriate rates to be included in the agreement with FDN in this docket, and subsequently the United States District Court for the Northern District of Florida grants FDN's appeal, how would that affect the interconnection agreement between FDN and Sprint?**

38. Specifically, what UNE rates does FDN want the Commission to reexamine?

FDN wants to arbitrate rates as an unresolved issue to an interconnection agreement. The rates Sprint has proposed which FDN specifically object include, bur are not limited to, the following:

Transport rates DS-1 and DS-3
LNP Coordinated Conv. Charge (Lines 1 – 10)
Access to UNE Conversion Charge
Two-wire analog loop NRC, MRC
X-DSL capable loop NRC, MRC
Two-wire digital loop NRC, MRC
DS-1, ISDN, PRI service NRC, MRC
Loop conditioning
OSS charges
Zones proposed for the above

Answer provided by: Kevin Smith, V.P. Marketing

Issue 36 - What terms should apply to establishing Points of Interconnection (POI)?

39. What is the cost to FDN for establishing POIs with Sprint's network on a per-tandem basis?

While there are not specific monthly recurring charges levied by Sprint for local interconnection ports, FDN bears the substantial cost of the network infrastructure necessary for the switching and transport of local traffic to and from the POI with Sprint and incurs the costs for power and collocation facilities necessary to support this infrastructure.

FDN has not endeavored to create specific cost studies to delineate an allocation percentage directly attributable to POI establishment and maintenance. There are, however some POI specific direct costs one may identify in addition to the overlying network infrastructure costs and associated indirect costs, overhead, etc. These direct costs include, but are not limited to, DS-3 transport from the servicing FDN switch site to the POI (which FDN estimates could be in the range of approximately $ 750.00 - 1,500.00 per month), 2 - M1/3 multiplexers (which FDN estimates could cost about $2,600.00 each for NRCs), DS- 1 port costs on the FDN Class 5 switch (approximately $ 360.00 per DS1 port for NRCs).

Answer provided by: Kevin Smith, V.P. Marketing

40. **Does FDN incur costs to maintain POIs with Sprint's network? If so, are they recurring, nonrecurring, or both, and what are they?**

Yes. See response to Interrogatory No. 39, above.

Issue 37 - What are the appropriate terms for transport and termination compensation for:

(a) local traffic
(b) non-local traffic
(c) ISP-bound traffic?

41. **Is it true that the parties have agreed in concept to "bill and keep" for reciprocal compensation for Local Traffic and ISP-Bound Traffic?**

Yes.

Answer provided by: Kevin Smith, V.P. Marketing

42. **Sprint states that the parties disagree as to which traffic fits into the reciprocal compensation category. What is FDN's position on the composition of the reciprocal compensation category compared to that of Sprint's?**

FDN's position as to the definition of the local calling area for intercarrier compensation purposes is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 1 – 7, 47, 48.

Answer provided by: Kevin Smith, V.P. Marketing

43. **What is FDN's disagreement with Sprint's proposed language for Issue 37?**

FDN's position as to the definition of the local calling area for intercarrier compensation purposes is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 1 – 7, 47, 48.

Answer provided by: Kevin Smith, V.P. Marketing

44. FDN states that its main concern with Sprint's drafted language is that full reciprocity seems to be lacking. What, specifically, is FDN's concern?

See FDN rebuttal testimony, which includes proposed resolution for the issue.

Answer provided by: Kevin Smith, V.P. Marketing

45. Sprint states that FDN wants local reciprocal compensation to apply to intraLATA Long distance calls. If this is the case, what is FDN's argument for requesting reciprocal compensation for such calls?

FDN's position as to the definition of the local calling area for intercarrier compensation purposes is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 1 – 7, 47, 48.

Answer provided by: Kevin Smith, V.P. Marketing

46. Sprint believes that FDN does not want access charges to apply to long distance, VoIP and VNXX calls. If this is true, what is FDN's argument for excluding such calls from application of access charges?

FDN's position as to VoIP and VNXX traffic is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 44, 49 – 51.

Answer provided by: Kevin Smith, V.P. Marketing

47. **In Witness Smith's direct testimony, he states that FDN should have the option to establish a point of interconnection at more that one tandem in a multi-tandem LATA environment. He further states FDN is willing to establish a physical point of interconnection in each tandem in a multi-tandem LATA, provided it is allowed to deem the LATA to be the local calling area for reciprocal compensation purposes. Is this the main issue in the parties' defining of the local calling area?**

The main point of contention is Sprint's adherence to the status quo and reluctance to accept any compromise (the POI obligation in a multi-tandem LATA or otherwise) as a trade-off to make the LATA the local calling area for reciprocal compensation purposes.

Answered by: Kevin Smith, V.P. Marketing

Issue 38 - What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs)?

48. **In the direct testimony of Witness Smith, on page 13, line 17, he states that FDN wishes to deem the LATA to be the local calling area. Are there other instances where the entire LATA is deemed to be the local calling area for reciprocal compensation purposes. If so, please provide specific examples.**

FDN and BellSouth have an interconnection agreement in which the entire BellSouth served areas in the LATA is considered local calling areas for the purpose of intercarrier compensation. In Florida, FDN currently has POIs in LATAs including 460, 456, 452, and 458, the Orlando LATA, a portion of which is Sprint ILEC serving area. Thus, in the 458 LATA, there is disparity in how the two resident ILECs treat the local calling area for the purposes of intercarrier compensation. FDN has not conducted an exhaustive search of all BellSouth interconnection agreements for examples, but in Docket No. 000075 BellSouth admitted that several such agreements were on the books. FDN believes that carriers that offer different retail local calling products in BellSouth territory, such as Paetec, have LATA local calling intercarrier arrangements with BellSouth, as does FDN.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 39 - What are the appropriate terms for compensation and cost of calls that are transmitted, in whole or in part via the public internet or a private network (VOIP)

49. How does FDN propose the cost of the calls that are transmitted, in whole or in part, via the public internet or a private network (VOIP) that use Sprint's circuit switched network be compensated?

As indicated in FDN's direct and rebuttal testimony, FDN is willing to accept Sprint's proposed alternative language on VOIP traffic (with minor modification) as part of a trade-off for FDN's LATA-wide intercarrier proposal. In the absence of that trade-off, FDN believes that the agreement should not address VOIP traffic at all or should instead provide that after the FCC addresses the regulatory status of VOIP traffic, the parties may negotiate an amendment to the agreement.

VOIP traffic is interstate in nature and its regulatory status, in light of dockets long pending at the FCC, should be left to federal determination first. FDN's alternative proposals would avoid the regulatory see-saw this Commission has complained of in the past.

Answer provided by: Kevin Smith, VP Marketing, and FDN Counsel

50. Sprint proposes that VOIP calls be compensated the same as voice traffic calls are compensated. What is FDN's position on how VOIP calls should be compensated at present, i.e. prior to the FCC's decision on IP enabled services?

51. FDN stated that it is willing to negotiate a compromise as part of a trade off in which the local calling area is defined as the LATA. If the local calling area is defined as the LATA, then would VOIP calls be compensated in the same manner as voice traffic calls?

As indicated in FDN's direct and rebuttal testimony, FDN is willing to accept Sprint's proposed alternative language on VOIP traffic (with modification) as part of a trade-off for FDN's LATA-wide intercarrier proposal.

Answer provided by: Kevin Smith, VP Marketing

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ORANGE)

I hereby certify that on this 28th day of June, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kevin P. Smith, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to all or part of the interrogatory number(s) indicated on the foregoing from STAFF'S FIRST SET OF INTERROGATORIES TO FLORIDA DIGITAL NETWORK INC. D/B/A FDN COMMUNICATIONS (NOS. 1-51) in Docket No. 041464-TP, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 28th day of June, 2005.

Glenda S Chapman
Notary Public
State of Florida, at Large

My Commission Expires: 11-9-07

Glenda S. Chapman
My Commission DD265574
Expires November 09, 2007

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP DATED: JUNE 28, 2005

FDN COMMUNICATONS' RESPONSES TO STAFF'S FIRST SET OF REQUEST FOR PRODUCTON OF DOCUMENTS

Florida Digital Network, Inc. d/b/a FDN Communications ("FDN") hereby responds to the First Set of Request for Production of Documents of the Staff of the Florida Public Service Commission as follows:

DOCUMENTS REQUESTED

1. **Please provide all documents identified in your response to Interrogatory 4.**

FDN did not specifically identify any documents as part of its answer to Interrogatory No. 4 other than the answers to other interrogatories and FDN's prefiled testimony, already available to the Commission staff.

2. **Please provide all documents identified in your response to Interrogatory 12.**

FDN did not specifically identify any documents as part of its answer to Interrogatory No. 12, other than its prefiled testimony, already available to the Commission staff. The Commission's own collocation orders require direct notice in the collocation situation referenced.

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP SERVED: JULY 28, 2005

FLORIDA DIGITAL NETWORK INC. D/B/A FDN COMMUNICATIONS' **CORRECTED** RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES TO (NOS. 52-64)

Florida Digital Network, Inc. d/b/a FDN Communications ("FDN") hereby responds to the Staff of the Florida Public Service Commission's Second Set of Interrogatories as follows.

These corrected responses replace those served on July 25, 2005.

INTERROGATORIES

Issue 5 - How should "local traffic" be defined?

52. **In Sprint-Florida, Inc. v. Jaber, 885 So.2d 286, 297 (Fla. 2004), the Florida Supreme Court opined that "this record provides competent, substantial evidence in support of the Commission's conclusion that use of either the ILEC's retail local calling area or a LATA-wide calling area as the default lacks competitive neutrality." What is FDN's position with regard to this particular statement?**

53. **Has FDN considered Sprint's alternative that FDN become a "carrier's carrier?" If so, what would be the advantages and disadvantages of being a "carrier's carrier?" If FDN has not considered becoming a "carrier's carrier," why not?**

From FDN's review of Sprint's response to staff's Interrogatory No. 1, FDN understands Sprint's argument to be that if the local calling area for intercarrier compensation purposes is anything other than Sprint's retail local calling area, FDN could become a "carrier's carrier" and could "readily attract other carriers to terminate their traffic to Sprint through FDN." In other words, Sprint suggests FDN will have an arbitrage opportunity, and Sprint insinuates this would be improper. Incidentally, this is the first time FDN or the Commission has heard of this new excuse for opposing FDN's proposal.

FDN's intrastate access payments in 2004 were less than $200,000, or not even 1% of Sprint's claimed COLR intrastate access subsidies of some $142 M. FDN does not intend to take advantage of its proposed intercarrier compensation arrangement as an arbitrage opportunity for itself or for others. Rather, it is simply the case that Sprint's intrastate access charges are too high ($0.104 per MOU on a combined originating and terminating basis) for FDN to offer on a widespread and sustained basis different flat-rated LATA calling products at prices which are attractive to consumers and recover the cost of such offerings. In other words, FDN requests a legitimate means for improving customer choice in Sprint territory – choice that has been sorely lacking up to this point. Furthermore, it should be pointed out that while Sprint the ILEC argues vehemently to preserve every penny of its intrastate access revenues, most large IXCs like Sprint have done all they can to reduce every penny of what they pay LECs for access charges. The IXCs outright refusal to pay anything to CLECs for access prompted several complaints to be filed against IXCs with the FCC several years ago. Each CLEC's intrastate access charges in Florida are set by tariff filing or agreement.

If the Commission believes that Sprint's concern with "carrier's carrier arbitrage" is a real and legitimate and if the Commission will approve FDN's intercarrier compensation proposal, FDN is prepared to stipulate the following:

> If FDN's proposal for intercarrier compensation is approved, FDN agrees it will not send to Sprint over local interconnection trunks terminating traffic originated within the LATA which is not originated from dial-tone provided through an FDN switch.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 21 - What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

54. Why would Sprint allow a Sprint customer, who has signed a term promotional agreement, to seamlessly transfer the promotional agreement to a competitor through resale with no termination liability assessed to the customer?

The Telecom Act and the FCC's rules **require** Sprint to permit its customers to seamlessly transfer to a competitor through a resale arrangement. The FCC rules **require** Sprint to resell its services, including individual customer contracts. The only way to achieve a transparent migration for the customer with an individual contract in the resale environment is for the customer not to be assessed termination liability.

The Commission should consider why a customer would subject himself/herself to a termination liability charge from Sprint only to have the services resold to the customer by another carrier at the same rate. The customer would be unlikely to migrate in this scenario if the customer was charged for the privilege of migrating.

FDN has offered to Sprint that it would agree to a lower wholesale discount to resolve this issue, but Sprint has neither accepted nor made a counterproposal. FDN would agree to a 12% wholesale discount on these contracts.

Answer provided by: Kevin Smith, V.P. Marketing

55. Would FDN allow an FDN customer to seamlessly transfer an FDN term promotional agreement to a competitor without any termination liabilities? Please explain.

FDN is not required to resell its services under the Telecom Act, is not an ILEC, and does not have dominant market share. Sprint, by contrast, (a) is required by law to resell all of its telecommunications service offerings (except short-term promotions), whether made via individual contracts or not, (b) is an ILEC and (c) definitely has dominant market share, and is doing all it can to preserve its revenues and dominant market share.

The service Sprint is selling is a contract service which FDN proposes to resell in an "as is" state, with the understanding that FDN would be liable to Sprint for termination liability triggered by the customer departure unless the customer migrates to Sprint or

Sprint otherwise does not charge termination liability to its own similarly situated customers.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 23 - When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify?

56. Sprint witness Maples stated in his rebuttal testimony on page 14, lines 21-23, and page 15, lines 1-8, that Sprint believed that the terms being disputed in this issue had been resolved through negotiation. Specifically, witness Maples states that Sprint agreed to modify the terms during negotiations by deleting language that required FDN to provide self-certification at the time of ordering for each UNE ordered. Does FDN agree that this issue has been resolved?

FDN agrees that Sprint has retracted language from 40.4 of the draft agreement that required a self-certification process for each UNE ordered. That section now indicates that FDN "may use Network Elements provided under this Agreement for any Telecommunications Service and as permitted by Applicable rules, **subject to the restrictions** listed below." The point of contention is Sprint's restrictions. FDN maintains that the only restrictions listed here should be those applicable to EELs and prohibiting the use of UNEs exclusively for CMRS or IXC service.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 25 - When and how should Sprint make subloop access available to FDN?

57. What is the status of FDN's appeal to the Florida Supreme Court of the Commission's decision in Docket No. 990649B-TP?

Issue 27 - Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

58. **It is staff's understanding that Sprint has not responded to FDN regarding how the costs of commingling will be billed. What nonrecurring services does FDN believe are different than those currently found in Sprint's tariffs?**

FDN wants to know what specific NRCs Sprint will charge FDN for commingling activity associated with the following language Sprint proposed for the interconnection agreement: "CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services." FDN does not believe Sprint has directed FDN to a specific rate/charge in the contract draft, in the tariff, or someplace else associated with this language. See FDN's rebuttal testimony. During his deposition, Sprint witness Maples seemed to agree that language could be worked out by the parties to clear up this controversy.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 34 - What are the appropriate rates for UNEs and related services provided under the Agreement?

59. **Sprint responded to staff's Interrogatory No. 42 that it currently has seventy-three (73) interconnection agreements that have incorporated the UNE rates approved in the Sprint UNE Cost Docket No. 990649B-TP. Can FDN explain why these 73 companies have accepted the rates set in the Sprint UNE Cost Docket and not petitioned for arbitration?**

FDN has not polled these 73 companies, but FDN asserts that (a) those other carriers do not have as much UNE-based service to customers in Sprint territory as FDN does and (b) those carriers will not deploy UNE-based services strategies focusing on Sprint territory because the Sprint UNE rates approved in 990649-B are too high to make such a strategies work.

The Commission should compare the large number of registered CLECs with interconnection agreements in Sprint territory with the de minimus amount of wireline competition in Sprint territory. According to Sprint's revised response to FDN Interrogatory No. 94, Sprint sold 10,563 UNE-L loops (including DS-0 and DS-1) and 16,922 UNE-P services (consisting of 6,537 (40%) business and 10,385 (60%) residential) as of May 2004. As of May 2004, FDN had 6,146 DS-0 and 338 DS-1 UNE-L loops in total. Assuming Sprint counted each DS-1 as one in its 10,563 total, FDN constituted 61% of the total UNE-L lines in Sprint territory. The UNE-P services Sprint lists in its response are mostly residential and probably at the DS-0 level. In any case,

that means that the level of residential competition in Sprint territory is below the insignificant total for residential competition reported for Sprint territory in the PSC's 2004 Competition Report. If the UNE rates that this interrogatory asks about are conducive to the facilities-based competition, the Commission should question where that facilities-based competition is and where will it come from in Sprint territory except as provided by FDN.

A simple comparison of Sprint's UNE wholesale rates to its retail rates speaks volumes in explaining the lack of UNE-based competition in Sprint territory. See attached Appendix Int. 34-A. This appendix reflects a sample of Sprint serving areas, comparing the Sprint retail and UNE wholesale rates applicable in each. The only areas where Sprint's UNE wholesale MRC rate is lower than that retail rate is in wholesale Zone 1, and, as noted in FDN's answer to staff Interrogatory No. 3, there are only 4 Zone 1 wire centers. No UNE-based carrier would look at this comparison and seriously consider a territorial market expansion into Sprint markets like Ft Myers, Naples or Tallahassee. Further, even if rebalancing adds $7 a month to a retail residential MRC, the residential margins would only be attractive to UNE-based competitors in Zone 1, and only four wire centers (constituting an insignificant portion of Sprint's total access lines) are Zone 1's

To the extent some may argue that there is intermodal competition for communications services in Sprint territory, FDN responds that even if that were true, the Commission should not be content that consumers in Sprint territory have a limited choice, and UNE-based providers should not be put at a competitive disadvantage because the UNE-based provider must pay Sprint's exorbitantly high UNE rates. If wireline competition is not taking root in Sprint territory and consumers in Sprint territory have inadequate choices, the Commission should consider that its policies deter UNE-based services.

Only FDN and KMC appeared as parties in the Sprint portion of Docket No. 990649B. The Commission should compare that to the CLEC participation in the BellSouth and Verizon dockets. Few CLECs are interested in serving the Sprint market as FDN is. KMC has since been the subject of restructuring/sale, and its strategy in Sprint territory is unclear to FDN at this time.

FDN also notes that in Sprint's response to Staff Interrogatory No. 33, very few UNE based competitors have agreements with Sprint in place for commingling services. It stands to reason that if CLECs in Sprint territory were actively providing UNE-based services, more carriers would have commingling services available by agreement, since no carrier in Sprint territory will have collocation coverage so expansive as to have no need for commingling.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 36 - What terms should apply to establishing Points of Interconnection (POI)?

60. How many total POIs does FDN propose it should establish?

Consistent with FCC rules and orders and this Commission's orders, FDN proposes that it have one POI per LATA where active FDN TNs are homed; provided, however, that if FDN's proposal for the definition of "local traffic" is approved, FDN will agree to one POI at each access tandem in each LATA where active FDN TNs are homed.

FDN maintains that Sprint engages in double-speak on the subject of the POI. Sprint's witness says that Sprint advocates one POI per LATA, with a POI at each tandem. In a multi-tandem LATA – and Sprint has multi-tandem LATAs in Florida – that translates to more than one POI per LATA. Sprint supports its one POI per tandem proposal with pleas for the convenience of its proposal. If those pleas held any sway, then they would have been incorporated into the existing state of the law on POIs, but, they are not. Instead, CLECs have the right to designate only one POI per LATA, no matter how many access tandems are in the LATA, that POI can be set up at any technically feasible point, and the terminating carrier is not obligated to bear the cost of transporting an originating carrier's traffic up to that POI.

Answer provided by: Kevin Smith, V.P. Marketing

61. Please provide a total cost estimate, itemized for recurring costs, maintenance costs, and nonrecurring costs, for establishing a POI at each and every tandem as Sprint proposes.

Collocation Approximately	$1,000.00 MRC	
Power Approximately	$880.00 MRC	
DS-3 Transport to FDN POP	$800.00 MRC	
Estimated MRC	**$2,880.00**	
M1/3 Mux (2 minimum)	$1,300.00 each	$2,600.00
DMS 100 T1 Switch Ports (2 minimum)	$960.00 each	$1,920.00
Colo Application and Engineering (Estimate)	$7,000.00	$7,000.00
Estimated NRC (based on minimum necessary equipment)	**$11,520.00**	

Estimated Monthly Maintenance Costs (monitoring hours and equipment replacement as necessary) **$550.00**

The above estimates are on the low end of the range.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 39 - What are the appropriate terms for compensation and cost of calls that are transmitted, in whole or in part via the public internet or a private network (VOIP)?

62. **In Sprint's response to staff's Interrogatory No. 51, Sprint states that it opposes FDN's recommendation to defer resolution of the VoIP issue until the FCC decides the IP Enabled Services cases, because it increased Sprint's exposure to regulatory arbitrage, it is not competitively neutral, and it will lead to further dispute and litigation. Does FDN agree or disagree with this statement? Please explain in detail.**

FDN does not agree, and specifically, does not agree that the Commission should even address the issue. Sprint has not asserted that FDN has engaged in any VoIP related "arbitrage" opportunities. So, at this time, there's been no need for Commission to deal with this issue vis-à-vis FDN and Sprint. Moreover, the very arguments Sprint makes, as reflected in the interrogatory, are pending before the FCC. In fact, in Sprint's initial comments to the FCC in the FCC's Unified Intercarrier Compensation case, Sprint acknowledges that the issue is squarely before the FCC,

> The Commission recognized seven years ago that it was unclear whether existing rules required Voice over Internet Protocol ("VoIP") providers to pay access charges, and industry began asking the Commission to resolve this issue six years ago. . . . . However, the Commission is yet to address whether or not access charges apply under existing law . . . .

Recent legislation in Florida encourages cooperation with federal authority in policy making, but Sprint's suggestion is for the Commission to jump out in front of the FCC on this issue. Sprint wants to lure the Commission into deciding the issue one way in the context of an individual arbitration when the FCC may decide the very same question in a generic case in the opposite way, and undo the Commission's decision. This sort of see-saw decision making has happened before, and is not an efficient use of Commission resources, particularly considering that if Sprint does have an issue in the future with FDN or any other carrier on the question of VoIP traffic, Sprint can take the issue to the FCC for decision. The FCC has before it thousands of pages of material weighing in on the regulatory status of VoIP and when the FCC decides the question, one way or another, a change of law negotiation may take place between Sprint and FDN. Furthermore, as noted before, Sprint argues for maintenance of access revenues on the ILEC side while pressing for access reductions on the IXC side of its business, and, hence, neutrality is not Sprint's main concern, but revenue preservation is.

FDN asserts the appropriate thing for the Commission to do either (a) defer to the FCC's decision and direct the parties to amend the agreement once the FCC decides the matter or (b) approve FDN's offered compromise on this issue. FDN believes the Commission should approve that compromise as fair, reasonable and consistent with the law and sound policy. FDN's compromise is this: FDN would agree to Sprint's alternative VoIP language if (a) the phrase "or for a Party at that Party's request" (see Sywenki Direct at page 14, line 19) is deleted, since the "actual knowledge" standard should apply to what

third parties do (Sywenki Direct page 14, line 23) and (b) FDN's proposal on "local traffic" is accepted.

Answer provided by: Kevin Smith, V.P. Marketing; FDN Counsel

Issue 59 - Under what circumstances, if any, should FDN be permitted to use cross connect services to connect FDN's equipment in FDN's collocation space to any services or facilities purchased under this Agreement or any other Sprint services, such as special access services purchased under Sprint state and federal tariffs?

63. **It is staff's understanding that neither Sprint or FDN directly addressed Issue 59 in their direct and rebuttal testimonies. Has FDN resolved this issue with Sprint? If not, what is FDN's position on this issue?**

FDN and Sprint have agreed in principle on the issue.

NEW ISSUE – At what rates, terms, and conditions should Sprint provide loop prequalification? (This is Sprint's exact phrasing of the issue at page 30 of Sprint witness Maples' rebuttal testimony. In his rebuttal testimony at pages 31-37, witness Maples discusses the inclusion of a new issue by FDN witness Smith in his direct testimony starting at page 14.)

64. **Sprint believes that it currently provides this information in sections 46.1 and 47 of the existing interconnection agreement, which are undisputed. Does FDN agree with witness Smith's direct testimony regarding information available to FDN in pre-ordering? Does FDN agree that this issue is addressed in sections 46.1 and 47 of the existing interconnection agreement? Please explain.**

FDN does not agree. In FDN's experience, Sprint loop make-up (LMU) responses do not contain information pertinent to whether a remote is present or whether Sprint must write an engineering design order (referred to by Sprint as a "Ciras" order) to serve the customer. Appendix No. 64-A (which was also Maples deposition Exhibit No. 1) is an LMU response from Sprint. In this case, FDN had ordered two loops for the customer on 6/24/05. FDN received an FOC for 6/29/05. Sprint kept pushing out the order due date

because of "heavy workload." Then on 7/5/05 FDN received notification that the customer was served behind a remote and a Ciras order would need to be written. FDN received a new FOC date of 7/8/05. The customer was annoyed because FDN informed the customer of the original 6/29/05 due date, then updated the customer every time Sprint pushed out the due date due to workload, and then had to inform the customer that, because of the Ciras order situation, the due date would be 7/8/05. FDN believes the attached Appendix Int. 64-A is consistent with LMU responses it has seen from Sprint before, and the attached does not identify where there is indication of a remote. Whether on LMUs or through some other mechanism, FDN should be able to discern on a mechanized basis which customers are served behind remote terminals.

Answer provided by: Kevin Smith, V.P. Marketing; FDN Counsel

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ORANGE)

I hereby certify that on this 28th day of July, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kevin P. Smith, who is personally known to me, and he acknowledged before me that he provided the answers to the interrogatory number(s) identified in the foregoing responses from STAFF'S SECOND SET OF INTERROGATORIES TO FLORIDA DIGITAL NETWORK INC. D/B/A FDN COMMUNICATIONS (NOS. 52-64) in Docket No. 041464-TP, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 28th day of July, 2005.

Glenda S Chapman
Notary Public
State of Florida, at Large

My Commission Expires:

11-9-07

Glenda S. Chapman
My Commission DD265574
Expires November 09, 2007



LSR Status/Confirmation

LSR Status:CA=Completed CASS SOE #:C817055 Rep ID:CAS
Due Date:07-14-2005 APPT:? Completion
Date:07/12/2005 07:23:09 EDT
Last Mod.:07/12/2005 06:40:53 Date Recv.:07/11/2005 14:58:43 Hold Date:
Last FOC.:07/11/2005 14:58:50 ESDD: Resp Type:
Conf Ver:AAC Reason Code: AN:
Detail:
REMARKS: LOOP MAKE UP INFORMATION: DS0
SERVED BY COPPER FACILITIES: YES
SERVED BY ELECTRONIC FACILITIES: NO
TYPE OF ELECTRONICS: NONE
LOOP LENGTH: OFFICE TO ELECTRONICS
19 GA COPPER 0 FEET 16.1 RESISTANCE PER KF
22 GA COPPER 0 FEET 32.4 RESISTANCE PER KF
24 GA COPPER 2.871 FEET 51.9 RESISTANCE PER KF
26 GA COPPER 0 FEET 83.3 RESISTANCE PER KF
SUB-TOTAL LOOP FOOTAGE IS 0.002871 KF
LOOP LENGTH: ELECTRONICS\OFFICE TO END USER
19 GA COPPER 0 FEET 16.1 RESISTANCE PER KF
22 GA COPPER 0 FEET 32.4 RESISTANCE PER KF
24 GA COPPER 0 FEET 51.9 RESISTANCE PER KF
26 GA COPPER 0 FEET 83.3 RESISTANCE PER KF
SUB-TOTAL LOOP FOOTAGE IS 0 KF
TOTAL LOOP FOOTAGE IS 0.002871 KF
TOTAL RESISTENCE FOR LOOP IS 0.1490049 OHMS
BRIDGE TAPS:
1ST AT 0 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
2ND AT 0 FEET - LENGTH 0 FEET COST $0 OPT

ADDL PAIRS SAME LOCATION COST $0 OPT
3RD AT 0 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
4TH AT 0.35 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
5TH AT
ADDL PAIRS SAME LOCATION COST $0 OPT
6TH AT
ADDL PAIRS SAME LOCATION COST $0 OPT
ENGINEERING CHARGE $28.03
TRIP CHARGE $15.59
DISTURBERS: NONE INDICATED
LOAD COILS PRESENT ON CABLE PAIR: NO
COST TO REMOVE LOADS ON NON-STANDARD LOOP - $0
COST TO REMOVE LOADS FOR ADDL PAIRS - $0
COST FOR REPEATER REMOVAL - $0
COST TO REMOVE REPEATERS FOR ADDL PAIRS - $0
COST FOR REQUIRED CONDITIONING IS - $0
COST FOR OPTIONAL CONDITIONING IS - $43.62
TOTAL DB LOSS: 0 DB
TYPE LOOP: NOT APPLICABLE
ICB NEEDED FOR SPECIAL CONSTRUCTION: NONE

CLEC Information

CLEC Cust Name:FLORIDA DIGITAL CLEC Init:LISA KELLY
CLEC Tel No:4078350335 CLEC Fax No:4074471220
Remarks to Sprint:REQUEST LOOP PRE-QUAL. THANKS.
SOE Remarks:

Service Information

CC:4085 PON:1324283-PQ1 VER:1 SUP:?
Related PON: Impcon:TECH ON DUTY Tel No:877-901-1432
DDD:07/12/2005 APPT:? Project: EBD:
REQ TYP:A=Loop ACT:P=Loop PreQualificationCLECT TO CLEC CONVERT:NCLECT TO CLEC MIGRATION:N
TOS:1B?? DFDT: ONSP: NPDI:?
ACTL: CHC:N APOT:
Complex:N DSPTCH:Y MCSI:?
NC:LX-- NCI:02QC2.00F SECNCI:?
EELS:N LoopTag:N CTEST:N
CONDITIONING OPT:? CONDITION COST:
PREQUAL #:
CONDITIONING REMARKS:

--LOOP DETAIL--
Tel No: CLEC Tel No: CFA:
Cable ID1: Chan Pair1:
LNA:P=Loop PreQual ECCKT: OECCKT:
TSP: CKR: NIDR:
SHELF: SLOT: RELAY RACK:

End User/Disconnect Information

Tel No:- -
House No:3501 Frac:
Dir:W
Street Name:VINE Typ:ST Suffix:
Floor: Room/Unit:271 Building:
COMM:KSSM Exch:KSSM TAR:2036
SWC:KSSM
City:KISSIMMEE State:FL
ZIP:34741-4673
Access Info:
LCON Name: LCON Tel No:
End User Moving: N

Final Bill
Bill Name:
Address1:
Address2:
Address3:
City: State: ZIP:
Final Bill Indicator:N

Listing Detail Information
Listing TN: EU Retain
Listing:? LACT:?
OLTN: FID:
Service Address:3501 W VINE ST
Community:KISSIMMEE
DIR Response:

Directory Delivery Information (Required if different from Service Address)

SOE Order Numbers:

Order #	Completion Date	Exch	ATN
C817055	07/12/2005	WNPK	407-182-5252

	EXAMPLE SHEET			
LSO				
	WHOLESALE		**RETAIL**	
FTMYFLXB				
Fort Myers	**UNE BAND**	3	4	**Rate Group**
	Cirucit Cost MRC	$24.68	$11.05	**Retail Residential MRC**
	Circuit Cost NRC	$111.24	$50.00	**Residential NRC 1st**
	Cirucit Cost MRC	$24.68	$23.65	**Retail Business MRC**
	Circuit Cost NRC	$111.24	$63.25	**Business NRC 1st**
	WHOLESALE		**RETAIL**	
KSSMFLXB				
West Kissimmee	**UNE BAND**	3	4	**Rate Group**
	Cirucit Cost MRC	$24.68	$11.05	**Retail Residential MRC**
	Circuit Cost NRC 1st	$111.24	$50.00	**Residential NRC 1st**
	Cirucit Cost MRC	$24.68	$23.65	**Retail Business MRC**
	Circuit Cost NRC 1st	$111.24	$63.25	**Business NRC 1st**
	WHOLESALE		**RETAIL**	
MTLDFLXA				
Maitland	**UNE BAND**	1	5	**Rate Group**
	Cirucit Cost MRC	$10.82	$12.35	**Retail Residential MRC**
	Circuit Cost NRC 1st	$111.24	$50.00	**Residential NRC 1st**
	Cirucit Cost MRC	$10.82	$25.65	**Retail Business MRC**
	Circuit Cost NRC 1st	$111.24	$63.25	**Business NRC 1st**
	WHOLESALE		**RETAIL**	
PNGRFLXA				
Punta Gorda	**UNE BAND**	4	4	**Rate Group**
	Cirucit Cost MRC	$45.40	$11.05	**Retail Residential MRC**
	Circuit Cost NRC	$111.24	$50.00	**Residential NRC**
	Cirucit Cost MRC	$45.40	$23.65	**Retail Business MRC**
	Circuit Cost NRC	$111.24	$63.25	**Business NRC**
	WHOLESALE		**RETAIL**	
TLHSFLXF				
Tall-Thomasville	**UNE BAND**	3	4	**Rate Group**
	Cirucit Cost MRC	$24.68	$11.05	**Retail Residential MRC**
	Circuit Cost NRC	$119.74	$50.00	**Residential NRC**
	Cirucit Cost MRC	$24.68	$23.65	**Retail Business MRC**
	Circuit Cost NRC	$119.74	$63.25	**Business NRC**

EXHIBIT NO. 4

DOCKET NO.: 041464-TP

WITNESS: Stipulated

PARTY: FDN

DESCRIPTION:

1. FDN's responses to Staff's 1st set of Interrogatories No. 1-10, 12-14, 17-33, 36, 38-49, 51
2. FDN's responses to Staff's 1st set of Production of Documents No.'s 1-2
3. FDN's responses to Staff's 2nd set of Interrogatories, No.'s 53-56, 58-64

See Replacement Exhibit 4

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 4
COMPANY/ FPSC Staff's Consolidated
WITNESS: Exhibit for FDN
DATE: 08-04-05

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP DATED: JUNE 28, 2005

FDN COMMUNICATONS' RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES

Florida Digital Network, Inc. d/b/a FDN Communications ("FDN") hereby responds to the First Set of Interrogatories of the Staff of the Florida Public Service Commission as follows:

INTERROGATORIES

Issue 5 - How should "local traffic" be defined?

1. **If the Commission were to define local traffic as the local calling area excluding the intraLATA for compensation purposes, would FDN's rates be competitive with Sprint's rates? If not, why?**

If the local calling area for reciprocal compensation purposes is Sprint's retail local calling area, FDN will not be able to offer on a wide-scale and sustainable basis expanded local calling area products. In other words, if the Commission accepts that Sprint's retail local calling area is appropriate for intercarrier purposes, the Commission accepts that status quo and, further, retreats from the determination that intrastate access charges accessed on intraLATA calling are a cost barrier to different local calling products within the LATA. The status quo in Sprint territory has wireline competition lagging behind that in BellSouth and Verizon territories, despite Sprint territory having some of the fastest-growing areas in the state. So, if competitive carriers offered rates competitive to those offered by Sprint under the status quo, something is amiss or there would not be single digit wireline competition in Sprint territory. FDN maintains that what is wrong is that Sprint's intrastate access charges are the highest among the three major Florida ILECs, those access charges as applied to intraLATA calls do not permit carriers to offer consumers in Sprint territory with different intraLATA calling plans, and that Sprint's high UNE rates hamper the ability of CLECs to gain market share on a viable basis.

Answer provided by: Kevin Smith, V.P. Marketing.

2. **Sprint has indicated that FDN would have an unfair competitive advantage, because it is required to maintain the status of COLR and FDN is not. Sprint contends that this designation inherently involves additional costs which it recoups through its present access charges. If the Commission were to incorporate the intraLATA calling area into the definition of local traffic, how would Sprint be compensated for its COLR obligations?**

As stated in FDN's testimony, FDN maintains that Sprint's COLR arguments in this proceeding are exaggerated and not adequate justification for preserving the status quo where customers in Sprint territory do not have wireline choice. FDN's proposal would only affect Sprint's receipt of access revenues for calls originated and terminated in the same LATA, not all calls originated and terminated in the state. Revenues from FDN intraLATA intrastate traffic could not be a significant percentage of Sprint's total COLR obligations and, in any case, Sprint has the ability to recoup that lost revenue through changes to non-basic rates on 15 days' notice. Further, FDN has a LATA-wide local intercarrier compensation arrangement with BellSouth, who fulfills its COLR obligations and in whose territory expanded local calling plans are available.

Answer provided by: Kevin Smith, V.P. Marketing

3. **What effect do you think the elimination/reduction of UNE-P would have on competition in Sprint's calling areas?**

The immediate effect of the demise of UNE-P competition in Sprint territory may depend on the commercial agreements made available by Sprint. The economics of the business models of UNE-P competitors will either be supportable or unsupportable based on the rates and terms of the commercial agreements forged, but with the ILEC holding all the negotiation leverage, it is difficult to foresee competitive focus in this area. Further, it seems unlikely that UNE-P will serve as a market entry method for the establishment of a success based deployment strategy for wire line build outs. Overall, I would postulate that the commission, and more importantly consumers in Sprint territory, will see wireline competition in Sprint territory stay at the status quo, at best.

The PSC's last competition report shows that wireline competition in Sprint territory accounts for 3% of residential lines and 18% of business lines. Also according to the PSC's last competition report, on a state-wide average basis, some 20% of the business market was served via UNE-P and 77% of the residential market was served via UNE-P. If one accepts those percentage distributions as applied to the competitive profile in Sprint territory, the combination of eliminating UNE-P in Sprint territory, the CLECs' inability to offer expanded local calling products and, perhaps most importantly, Sprint's high

UNE rates, would likely all but end wireline competition for residential customers in Sprint territory, if not immediately, then soon thereafter.

The prospects for consumer choice on the business side do not look much better. It is unlikely that there will be much, if any, sustained growth in wireline competition for business lines coming from UNE-P, as stated above. And, as for facilities based competition for business customers, the CLECs' inability to offer expanded local calling products and Sprint's excessively high UNE rates pose a protective wall around Sprint territory. Even if a facilities-based competitor wanted to focus only on business customers in Zone 1 wire centers, where the MRCs could provide a viable opportunity assuming customers would stay on-net long enough to recover the over $100 first line NRC, the competitor would quickly turn away after realizing there are only four Zone 1 wire centers in Sprint territory: two in Tallahassee (one of which covers mostly FSU and is therefore not part of the profile for an SMB provider), one in Maitland (where FDN already has a presence) and one in Shalimar (a town whose website (www.shalimarflorida.org) shows the total population as 718 persons and lists the names and addresses of no less than 75 businesses in the town).

In consideration of the above, FDN would expect, at best, that wireline competition in Sprint territory will remain stagnant. The more likely outcome, however, is that competitive choice in Sprint territory will reverse unless the Commission adjusts Sprint's UNE rates and rejects the status quo when it comes to intercarrier compensation.

Answer provided by: Kevin Smith, V.P. Marketing

4. **How would the following be effected if the Commission were to with FDN and define the local calling area as a LATA:**

(a) **FDN's business plan;**
(b) **Universal Service;**
(c) **Consumer Choice; and**
(d) **Competition.**

See response to Interrogatories above and FDN's direct and rebuttal testimony.

FDN intends to offer different local calling products in Sprint territory, including in Southwest Florida, if FDN's proposals are approved and if viable UNE rates are available. Specifically, FDN would make available to consumers in the 939 LATA various flat rated wide area calling plans in the limited coverage area now served. Consumers in the 939 LATA would see greater competition, more choice, and more flexible calling plan options. Based on the success of sales in the 939 LATA, FDN would make a determination as to whether or not to further extend the network and make the services available to more customers in more COs.

Consumers want choices that better fit their businesses and lifestyles. Some consumers may not be ready or may not be able to embrace technical substitution that makes choices available by other means (Cell phones, e-mail, VoIP from cable providers). Suppliers follow demand when it is economically feasible. The principals of a free market economy should prevail and increase competition. If FDN were able to offer different local calling are products, Sprint would likely be compelled to follow suit, which benefits customer choice in Sprint territory, where, per the FPSC's last report, wireline competition is suffering.

FDN does not believe that Sprint's COLR arguments are persuasive, since the percentage of FDN's intraLATA intrastate access payments to Sprint cannot be significant compared to Sprint's total COLR obligation and because Sprint can recover reduced access revenues from non-basic services or other sources.

Answer provided by: Kevin Smith, V.P. Marketing

5. **In Witness Smith's direct testimony, he indicates that Sprint's ordering and provisioning processes are inefficient in relation to other Florida ILECs. Is this Witness Smith's opinion or is there evidence to support these inefficiencies? Please identify all evidence, if any.**

FDN offers as a first indication of disparate efficiency in installations among the three Florida ILECs with whom FDN does DS-0 service, Sprint's much higher 1st line UNE NRC installation rate of $100.00. If Sprint was as efficient as the other ILECs, its UNE rates (NRCs and MRCs) would not be so much higher than the other ILECs. Sprint's intervals are also on average longer than those of other Florida ILECs.

Sprint has reported as "completed" orders that leave the customer out of service. FDN is then forced to open trouble tickets to fix the problem and often FDN then finds out, after the fact, that Sprint should have written a Ciras order (a Sprint engineering order) because the customer was served behind a remote. The need for the Ciras order should have been identified up front and would have prevented the customer from being out of service at the cutover. This, FDN believes, is indicative of the poor information available on Sprint's network, even to Sprint. That information gap contributes to inefficiencies.

Sprint also has issues with timeliness for facility investigations. There is supposed to be a facilities investigation done within 24 hrs and then if a Ciras order is needed the due date should be three days out from that time. Often, the order stays in facility investigation longer than 24 hours, again demonstrating incomplete information or

inefficient use of that information. In these situations FDN typically has to make a separate call Sprint to get the Ciras written. There is no automated or efficient process by which to request such activity.

FDN has not compiled an exhaustive list of instances where FDN has experienced ordering/provisioning inefficiencies with Sprint or report of such. Additional information may be provided upon request. The examples below illustrate the provisioning issues seldom experienced in interactions with the other two major Florida LECs. (The examples are from FDN account notes and, as such, may use in-house vernacular and abbreviations).

PON 1310852MM/SO# C771978, PON 1310856RC/SO# C773035, PON 1314397LS/SO#C779019
Move and two orders to add lines. The move completed out and trouble ticket had to be opened. FDN then found out that a Ciras order should have been written per Sprint repair. Order was escalated because the customer was moving and needed their lines asap. FDN escalated to get the Ciras written and found out that a Ciras WAS NOT needed because customer's new location was out of a NGDLC. Sprint uses TSI technology for provisioning those orders. This would also pertain to the two add orders.

PON 1304142EGD/SO# C759263
Move order closed out. Trouble ticket opened because of No Dial Tone, found out that a Ciras order was needed. Had to have Sprint write one and re issue firm order commitment to FDN.

PON 1214708LNP/SO#C849429 and 1214708LNP1/SO#C849441
New LNP Orders – LSRs sent 3/1/05
3/7 – Order went into facs investigation and we received FOC on the 7th for the 10th
3/10 – Pushed DD out per customer to the 14th
3/14 – The two line order cut over.
3/15 – We were told that there was No Copper facs to work the remaining eight lines. We would have to submit a BFR and pay for the facs.
PONs were Rpond so, they should have been worked together and not separately. FDN had to escalate to find facs for the 8 lines. They found the necessary copper but, they did have to fix some things first. FDN would not have had this issue if Sprint had jep'd the whole thing as BellSouth or Verizon normally do.

Orders are routinely going past the due date due to workload issues and IRES is not being updated by Sprint with the new due date so FDN is having to call the NEAC, adding an inefficient manual step to the process.

Answer provided by: Kevin Smith, V.P. Marketing

6. **Sprint represents that if the local calling area definition was expanded to include current intraLATA calling areas, it would be placed at a competitive disadvantage. Sprint contends that it would still be required to pay access and reciprocal charges while FDN and other similar CLECs would be primarily responsible for reciprocal fees. Is Sprint correct in its basic premise and if not, what is FDN's position on Sprint's assertion?**

See responses to Interrogatories above and FDN's direct and rebuttal testimony. Sprint is not placed at a competitive disadvantage, and its basic premise is incorrect. Rather, Sprint simply does not want to change the status quo in Sprint territory (where wireline competition and consumer choice suffer), Sprint does not want to compete, and Sprint wants to force carriers like FDN to accept Sprint's terms for exchange of traffic and interconnection without compromise.

To the extent Sprint asserts it cannot offer a broader local calling area plan because of intraLATA intrastate access charges Sprint owes to other carriers, Sprint's argument recognizes the validity of FDN's argument. In any case, FDN's proposal in this arbitration applies to the mutual exchange of intraLATA traffic between FDN and Sprint, and FDN is one of the few facilities-based CLECs of any size left in Sprint territory. An ILEC complaining about a competitive disadvantage for its own services is incredible, to say the least, particularly here where Sprint retains a dominant market share in its Florida territory. In addition, BellSouth has lower market share in its territory than does Sprint in its territory, but BellSouth has not complained about competitive disadvantage stemming from the LATA-wide local intercarrier arrangements which BellSouth agreed to and which the Commission approved.

Answered by: Kevin Smith, V.P. Marketing.

7. **Witness Smith states that FDN and BellSouth presently have an interconnection agreement whereby both parties agree to reciprocal compensation for calls over local trunks within a LATA. Is Sprint aware of this agreement, and if so, did both parties (FDN and Sprint) discuss the possibility of consummating a similar arrangement?**

The record in Docket No. 000075, FDN's brief in Docket No.000075, and FDN's direct and rebuttal testimony in this case all should have made clear to Sprint the FDN-BellSouth arrangement. As indicated in FDN's testimony and its responses to prior staff Interrogatories, Sprint is opposed to anything other than the status quo no matter what trade-offs FDN has offered.

Answered by: Kevin Smith, V.P. Marketing

Issue 21 - What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

8. **In order to facilitate telecommunication competition, the "fresh look period" was initiated almost a decade ago. Please explain why it is still needed today.**

As explained in FDN's testimony, FDN is not requesting a "fresh look" period and Sprint has mischaracterized FDN's position. FDN is merely asking to resell the existing contract between Sprint and its end user without a change in the term.

Answered by: Kevin Smith, V.P. Marketing

9. **In July 2000, The Department of Administrative Hearings (DOAH) ruled in favor of the ILECs and opined the "fresh look" mandate discriminated against ILECs and actually reduced competition. In light of this ruling, what does FDN base its request on for including the "fresh look" provision to the proposed agreement?**

As explained in FDN's testimony, FDN is not requesting a "fresh look" period and Sprint has mischaracterized FDN's position. FDN is merely asking to resell the existing contract between Sprint and its end user without a change in the term.

Answered by: Kevin Smith, V.P. Marketing

10. **Has FDN conducted any surveys or similar public opinion apparatus to gauge whether the general public favors the "fresh look period?" If so, what were the findings?**

As explained in FDN's testimony, FDN is not requesting a "fresh look" period and Sprint has mischaracterized FDN's position. FDN is merely asking to resell the existing contract between Sprint and its end user without a change in the term.

Answered by: Kevin Smith, V.P. Marketing

Issue 22 - What terms and conditions should be included to reflect the FCC's TRO and TRRO decisions?

11. **In the direct testimony of Witness Smith, on page 10, lines 13-18, he states that FDN disagrees with Sprint's interpretation that the TRRO limits CLECs to 10 DS-1 transport circuits to be made available on all routes where DS1 transport is available, on an unbundled basis, or only to those where DS3 transport is unavailable on an unbundled basis. Please explain why FDN disagrees with Sprint's interpretation, with specific reference made to the FCC's TRRO or any other state commission proceeding that has addressed this issue, if any.**

12. **Please explain why posting wire center updates, regarding TRRO thresholds, on the following Sprint wholesale web site:**

http://www.sprint.com/regulatory/nvDocuments/wire_centers_exhibita.pdf?refurl=wire_center

is not an effective way for the CLEC community to monitor changes of wire center designation?

As stated in FDN's testimony, FDN believes Sprint could at least provide direct written notice to those carriers with UNE services ordered out of the wire centers affected by any proposed update/change, just as ILECs provide direct written notice to CLEC applicants for space exhaust situations for collocation services. The question of direct notice from Sprint of proposed changes is not the only concern. There is also the question of notice when another CLEC disputes a Sprint proposed update/change, resulting in a Commission docket which Sprint suggests should be binding on FDN as though FDN were a party, but without expressly permitting FDN the right to participate as a party.

Answered by: Kevin Smith, VP Marketing.

13. **In the direct testimony of Witness Smith, on page 11, lines 1-3, he states that FDN has not received sufficient data to support Sprint's designation of wire centers it believes meet the unimpaired standards in the TRRO for transport. Has FDN received this information, and if so, please identify this information?**

The information Sprint provided was inadequate and was more a description of terms and methodology than a compilation of any supporting data. FDN reserves its right to conduct additional discovery on the subject.

Answered by: Kevin Smith, VP Marketing.

14. **In the direct testimony of Witness Smith, on page 10, lines 20-23, he states that FDN questions how the parties will handle disputes in cases where a party would like to contest Sprint's identification of a wire center as being unimpaired. Furthermore, on page 11, lines 6-13, Witness Smith mentions that FDN has made compromise proposals regarding protest language for the interconnection agreement, which Sprint is considering. Please tell Commission staff what stage these negotiations are in, what proposal for alternative dispute resolution FDN favors, and why?**

As indicated in FDN's rebuttal testimony, Sprint has not formally responded to FDN's last proposal. At a minimum, Sprint should have no objection to agreeing that FDN has party status to any disputes in cases where a carrier contests a Sprint proposed

Answered by: Kevin Smith, VP Marketing.

15. **In the direct testimony of Witness Maples, at page 15, lines 12-17, he states what he understands is the proper interpretation of paragraph 128 of the TRRO. Please explain in detail how FDN's interpretation of this clause is different from Sprint's.**

16. **Paragraph 234 of the TRRO provides that if, after conducting an investigation, a CLEC believes that the ILEC's claim is in error, it can challenge the ILEC's determination of the status of a wire center by appealing to the state commission for resolution. Does FDN agree with this interpretation, and if so, once the status of a wire center has been resolved before a state commission, should it no longer be subject to challenge? In what additional ways could wire center determination disputes be resolved?**

Issue 23 - When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify?

17. **Explain in detail FDN's position on what circumstances would make it necessary for a carrier to be required to certify UNEs. Explain how the self-certification should occur (i.e. individual letters for each UNE, one letter for all applicable UNEs, etc.).**

This is partially a legal question, not a factual question. Self-certification need only occur under circumstances stated by the FCC in the TRRO and not for every single UNE ordered. Self-certification, where needed under the TRRO, should by one letter for all applicable UNEs for the wire center or wire centers.

Answered by: Kevin Smith, V.P. Marketing; FDN Counsel.

18. **What is FDN's understanding of paragraphs 620-625 (Certification and Auditing) of the FCC's Report and Order, and Order on Remand and Further Notice of Proposed Rule Making, Released August 21, 2003? Include a specific explanation of its application to self-certification as framed in this issue.**

This appears to be mostly a legal question, not a factual question appropriate for discovery. In any case, FDN understands that the referenced paragraphs of the TRRO apply to EELs, not all UNEs, such as DS-0 loops, etc. Self-certification as framed in this issue by Sprint, was for self-certification for all UNEs, and, therefore, in FDN's view, inappropriate. Had the FCC intended requesting carriers to self-certify every UNE, it would have had provision for such in the TRRO, but the FCC did not.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

Issue 24 - May Sprint restrict UNE availability where there is not a "meaningful amount of local traffic?" If so, what is a "meaningful amount of local traffic?"

19. **What is FDN's understanding of Issue 24?**

This is appears to be mostly a legal question, not a factual question appropriate for discovery. Sprint raised this issue, not FDN. FDN believes there is no basis for the issue

in the TRRO, and the issue itself illustrates how far afield it is from the TRRO. If the FCC meant to have a local traffic test for use of UNEs, the FCC would have said so, but the FCC did not. The FCC only restricted use of UNEs where UNEs were used exclusively for CMRS service or exclusively for IXC service and in the context of EELs. If the FCC meant to restrict use of UNEs to situations where there was a "meaningful amount of local traffic" – whatever that means – the FCC would have said so and provided guidance on what a meaningful amount of local traffic was, but the FCC did neither.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

20. **As stated on page 16, lines 13-14, of Witness Maples's direct testimony, one of Sprint's positions on this issue is that "any Sprint facilities between it and Interexchange or CMRS carriers' facilities are not available as UNEs." Please describe FDN's position on this matter.**

This is mostly a legal question, not a factual question appropriate for discovery. In any case, the FCC only restricted use of UNEs where those UNEs were used exclusively for CMRS or exclusively for IXC service and in the context of EELs. FDN's proposed changes to the interconnection agreement provisions referenced by Mr. Maples are consistent with the FCC determinations.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

21. **In Witness Maples's direct testimony on page 16, lines 15-17, he states that Sprint believes UNEs can only be used for Interexchange, CMRS, or information services, i.e. if they are also being used for local exchange services. Please describe FDN's position on this matter.**

See FDN direct and rebuttal testimony and interrogatory responses above.

22. **In Sections 40.4.2 and 40.4.4 of the proposed Master Interconnection, Collocation, and Resale Agreement, FDN proposes the terms ... <u>whose sole purpose</u>. Please describe FDN's reason and interpretation of the terms <u>whose sole purpose</u> as they relate to both sections.**

See FDN direct and rebuttal testimony and interrogatory responses above.

23. **Please provide FDN's interpretation for its May 18, 2005, proposed terms and reason for disagreement with Sprint's proposed language in Section 40.4.3 in the proposed agreement.**

This question in part solicits a legal opinion, and is not a factual question appropriate for discovery. FDN was trying to arrive at compromise language through negotiations so as to eliminate the issue from arbitration. If a UNE (or combination) is used for a telecommunications service consistent with applicable rules, that UNE can be used for any other service, including CMRS or IXC service. The FCC only restricted use of UNEs where those UNEs were used exclusively for CMRS or exclusively for IXC service and in the context of EELs. All of Sprint's proposed language in 40.4.3 has no basis in the FCC rules and should therefore be rejected.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

24. **How does FDN's interpretation of the TRRO relate to its claims with respect to the terms proposed in 40.4.3? Please identify the paragraph number(s) of the TRRO, if any.**

See FDN direct and rebuttal testimony and interrogatory responses above. See also TRRO ¶s 30 – 39, FCC Rule 51.309, 51.318.

25. **On page 19, lines 8-10, Witness Maples states that "[a]s Sprint understands the issue, FDN believes that it can provide an information service on a UNE as long as it is providing any telecommunications service on the UNE, even if it is solely providing interexchange services on that UNE." Please explain FDN's concerns with this statement, if any.**

This question solicits mostly a legal opinion, and is not a factual question appropriate for discovery. Mr. Maples has mischaracterized FDN's position. FDN's position on this issue is that its use of UNEs is governed by FCC Rule 51.309, 47 CFR § 51.309 ("Use of unbundled network elements"). Rule 51.309(a) states that, "[e]xcept as provided in § 51.318, an incumbent LEC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer." Except for certain qualification requirements (set forth § 51.318) for EELs, the only limitation on a requesting carrier's right to obtain UNEs is set forth in subsection (b) of Rule 51.309, which provides that "[a] requesting telecommunications carrier may not access an unbundled network element for the

exclusive provision of mobile wireless services or interexchange services." The interconnection agreement language FDN proposes reflects these FCC requirements.

FDN recognizes that it cannot purchase a UNE solely to provide interexchange services, and nothing in FDN's proposed language suggests otherwise.

FDN intends to address, and reserves the right to address, this issue in greater detail in its brief.

Answered by: Kevin Smith, V.P., Marketing; FDN Counsel

Issue 25 - When and how should Sprint make subloop access available to FDN?

26. In the direct testimony of Witness Smith, on page 12, lines 7 and 8, he states that FDN should not have to go through an ICB process or BFR process. Please explain your understanding of the ICB and BFR processes.

If Sprint has offered services to another carrier, then FDN should be offered those services on the same rates, terms and conditions. If another carrier already went through the ICB/BFR process to obtain said service, there is no reason why FDN should have to do so too. The ICB and BFR processes are for one-time, case specific service situations. If a service has been provided before, it is not a one-time, case specific situation.

Answer provided by: Kevin Smith, V.P. Marketing

27. In your opinion, why should FDN not be subject to the ICB and BFR processes? Please explain in detail and identify any orders supporting your response, if any.

See interrogatory answer above.

28. What rates, terms, and conditions would FDN deem to be acceptable for obtaining subloop access from Sprint? Please cite specific rates, terms, and conditions.

See interrogatory answer above.

Issue 27 - Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

29. Are there other UNE combinations available that Sprint has not made available to FDN or refused to make available to FDN?

FDN is not aware of any combinations of UNEs that FDN has requested prior to this date (as opposed to commingled UNEs and other services) which Sprint has not made available.

Answer provided by: Kevin Smith, V.P. Marketing

30. Why does FDN want all nonrecurring charges to be listed in the agreement? Is it enough to list nonrecurring charges, but not define the nonrecurring charges?

It is not a prudent practice for any business to sign an agreement where a charge may be assessed for a service which the business is likely to order but where the charge itself is not identified. Aside from not being able to budget costs for planning purposes, you would have no idea what payments you would be liable for and signing an agreement without a rate increases the likelihood of difficulties in disputing the amount eventually charged.

Answer provided by: Kevin Smith, V.P. Marketing

31. Please identify with specificity why FDN is in disagreement regarding paying Sprint for the costs of work performed to commingle UNEs or UNE Combinations? If all charges are specified in the agreement, is FDN willing to pay?

See FDN's direct and rebuttal testimony.

Answer provided by: Kevin Smith, V.P. Marketing

32. **Does FDN have ICAs with other ILECs regarding commingling UNEs or UNE combinations? If so, do those ICAs address nonrecurring costs?**

Both BellSouth and Verizon proposed TRRO changes are the subject matter of pending dockets.

Answer provided by: Kevin Smith, V.P.

33. **Please identify which wholesale services FDN currently uses.**

FDN purchases from various LECs and other providers a range of transport and network facilities on a wholesale basis. A list can be made available on further request; however FDN may request further definition in the question as to the scope of such a list and whether it included regulated, non-regulated, IXC, ISP, and a host of other services.

Historically FDN has purchased on a wholesale basis from the LECs CO-to-end-user, and CO-to-CO circuits ranging in size from DS-0 to OC-3. The majority of the circuits purchased via wholesale to date have been DS-1 circuits to end users served by CO in which FDN does not have physical collocation and is providing services which do not meet EEL eligibility requirements.

Prospectively FDN sees the need for such wholesale purchases increasing in scope and volume as the implementation of the TRRO requires greater dependence on non-UNE services, and in particular commingling of UNE and wholesale services.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 34 - What are the appropriate rates for UNEs and related services provided under the Agreement?

34. Does FDN have an interconnection agreement with Verizon? If so, are the prices in the agreement the ones approved in Verizon's UNE Cost Docket No. 990649B-TP?

35. Does FDN have an interconnection agreement with BellSouth? If so, are the prices in the agreement the ones approved in BellSouth's UNE Cost Docket No. 990649A-TP?

36. **Do Sprint's proposed rates in this docket exactly match the rates approved in Sprint's UNE Cost Docket? If not, please identify the differences.**

Other than the collocation rates (approved in another docket) and the routine network modification rates, FDN believes the answer is, for the most part, yes, but there may be some elements FDN has not acquired in the past and may not have compared. See also response to the Interrogatory No. 38 below.

Answer provided by: Kevin Smith, V.P.

37. **If the rates approved in Sprint's UNE Cost Docket are determined to be the appropriate rates to be included in the agreement with FDN in this docket, and subsequently the United States District Court for the Northern District of Florida grants FDN's appeal, how would that affect the interconnection agreement between FDN and Sprint?**

38. Specifically, what UNE rates does FDN want the Commission to reexamine?

FDN wants to arbitrate rates as an unresolved issue to an interconnection agreement. The rates Sprint has proposed which FDN specifically object include, bur are not limited to, the following:

Transport rates DS-1 and DS-3
LNP Coordinated Conv. Charge (Lines 1 – 10)
Access to UNE Conversion Charge
Two-wire analog loop NRC, MRC
X-DSL capable loop NRC, MRC
Two-wire digital loop NRC, MRC
DS-1, ISDN, PRI service NRC, MRC
Loop conditioning
OSS charges
Zones proposed for the above

Answer provided by: Kevin Smith, V.P. Marketing

Issue 36 - What terms should apply to establishing Points of Interconnection (POI)?

39. What is the cost to FDN for establishing POIs with Sprint's network on a per-tandem basis?

While there are not specific monthly recurring charges levied by Sprint for local interconnection ports, FDN bears the substantial cost of the network infrastructure necessary for the switching and transport of local traffic to and from the POI with Sprint and incurs the costs for power and collocation facilities necessary to support this infrastructure.

FDN has not endeavored to create specific cost studies to delineate an allocation percentage directly attributable to POI establishment and maintenance. There are, however some POI specific direct costs one may identify in addition to the overlying network infrastructure costs and associated indirect costs, overhead, etc. These direct costs include, but are not limited to, DS-3 transport from the servicing FDN switch site to the POI (which FDN estimates could be in the range of approximately $ 750.00 - 1,500.00 per month), 2 - M1/3 multiplexers (which FDN estimates could cost about $2,600.00 each for NRCs), DS- 1 port costs on the FDN Class 5 switch (approximately $ 360.00 per DS1 port for NRCs).

Answer provided by: Kevin Smith, V.P. Marketing

40. **Does FDN incur costs to maintain POIs with Sprint's network? If so, are they recurring, nonrecurring, or both, and what are they?**

Yes. See response to Interrogatory No. 39, above.

Issue 37 - What are the appropriate terms for transport and termination compensation for:

(a) local traffic
(b) non-local traffic
(c) ISP-bound traffic?

41. **Is it true that the parties have agreed in concept to "bill and keep" for reciprocal compensation for Local Traffic and ISP-Bound Traffic?**

Yes.

Answer provided by: Kevin Smith, V.P. Marketing

42. **Sprint states that the parties disagree as to which traffic fits into the reciprocal compensation category. What is FDN's position on the composition of the reciprocal compensation category compared to that of Sprint's?**

FDN's position as to the definition of the local calling area for intercarrier compensation purposes is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 1 – 7, 47, 48.

Answer provided by: Kevin Smith, V.P. Marketing

43. **What is FDN's disagreement with Sprint's proposed language for Issue 37?**

FDN's position as to the definition of the local calling area for intercarrier compensation purposes is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 1 – 7, 47, 48.

Answer provided by: Kevin Smith, V.P. Marketing

44. FDN states that its main concern with Sprint's drafted language is that full reciprocity seems to be lacking. What, specifically, is FDN's concern?

See FDN rebuttal testimony, which includes proposed resolution for the issue.

Answer provided by: Kevin Smith, V.P. Marketing

45. Sprint states that FDN wants local reciprocal compensation to apply to intraLATA Long distance calls. If this is the case, what is FDN's argument for requesting reciprocal compensation for such calls?

FDN's position as to the definition of the local calling area for intercarrier compensation purposes is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 1 – 7, 47, 48.

Answer provided by: Kevin Smith, V.P. Marketing

46. Sprint believes that FDN does not want access charges to apply to long distance, VoIP and VNXX calls. If this is true, what is FDN's argument for excluding such calls from application of access charges?

FDN's position as to VoIP and VNXX traffic is explained in FDN's direct and rebuttal testimony and in its answers to the interrogatories above and below. See e.g. FDN responses to Interrogatories Nos. 44, 49 – 51.

Answer provided by: Kevin Smith, V.P. Marketing

47. **In Witness Smith's direct testimony, he states that FDN should have the option to establish a point of interconnection at more that one tandem in a multi-tandem LATA environment. He further states FDN is willing to establish a physical point of interconnection in each tandem in a multi-tandem LATA, provided it is allowed to deem the LATA to be the local calling area for reciprocal compensation purposes. Is this the main issue in the parties' defining of the local calling area?**

The main point of contention is Sprint's adherence to the status quo and reluctance to accept any compromise (the POI obligation in a multi-tandem LATA or otherwise) as a trade-off to make the LATA the local calling area for reciprocal compensation purposes.

Answered by: Kevin Smith, V.P. Marketing

Issue 38 - What are the appropriate terms for compensation and costs of calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs)?

48. **In the direct testimony of Witness Smith, on page 13, line 17, he states that FDN wishes to deem the LATA to be the local calling area. Are there other instances where the entire LATA is deemed to be the local calling area for reciprocal compensation purposes. If so, please provide specific examples.**

FDN and BellSouth have an interconnection agreement in which the entire BellSouth served areas in the LATA is considered local calling areas for the purpose of intercarrier compensation. In Florida, FDN currently has POIs in LATAs including 460, 456, 452, and 458, the Orlando LATA, a portion of which is Sprint ILEC serving area. Thus, in the 458 LATA, there is disparity in how the two resident ILECs treat the local calling area for the purposes of intercarrier compensation. FDN has not conducted an exhaustive search of all BellSouth interconnection agreements for examples, but in Docket No. 000075 BellSouth admitted that several such agreements were on the books. FDN believes that carriers that offer different retail local calling products in BellSouth territory, such as Paetec, have LATA local calling intercarrier arrangements with BellSouth, as does FDN.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 39 - What are the appropriate terms for compensation and cost of calls that are transmitted, in whole or in part via the public internet or a private network (VOIP)

49. How does FDN propose the cost of the calls that are transmitted, in whole or in part, via the public internet or a private network (VOIP) that use Sprint's circuit switched network be compensated?

As indicated in FDN's direct and rebuttal testimony, FDN is willing to accept Sprint's proposed alternative language on VOIP traffic (with minor modification) as part of a trade-off for FDN's LATA-wide intercarrier proposal. In the absence of that trade-off, FDN believes that the agreement should not address VOIP traffic at all or should instead provide that after the FCC addresses the regulatory status of VOIP traffic, the parties may negotiate an amendment to the agreement.

VOIP traffic is interstate in nature and its regulatory status, in light of dockets long pending at the FCC, should be left to federal determination first. FDN's alternative proposals would avoid the regulatory see-saw this Commission has complained of in the past.

Answer provided by: Kevin Smith, VP Marketing, and FDN Counsel

50. Sprint proposes that VOIP calls be compensated the same as voice traffic calls are compensated. What is FDN's position on how VOIP calls should be compensated at present, i.e. prior to the FCC's decision on IP enabled services?

51. FDN stated that it is willing to negotiate a compromise as part of a trade off in which the local calling area is defined as the LATA. If the local calling area is defined as the LATA, then would VOIP calls be compensated in the same manner as voice traffic calls?

As indicated in FDN's direct and rebuttal testimony, FDN is willing to accept Sprint's proposed alternative language on VOIP traffic (with modification) as part of a trade-off for FDN's LATA-wide intercarrier proposal.

Answer provided by: Kevin Smith, VP Marketing

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ORANGE)

I hereby certify that on this 28th day of June, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kevin P. Smith, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to all or part of the interrogatory number(s) indicated on the foregoing from STAFF'S FIRST SET OF INTERROGATORIES TO FLORIDA DIGITAL NETWORK INC. D/B/A FDN COMMUNICATIONS (NOS. 1-51) in Docket No. 041464-TP, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 28th day of June, 2005.

Glenda S Chapman

Notary Public
State of Florida, at Large

My Commission Expires: 11-9-07

Glenda S. Chapman
My Commission DD265574
Expires November 09, 2007

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP DATED: JUNE 28, 2005

FDN COMMUNICATONS' RESPONSES TO STAFF'S FIRST SET OF REQUEST FOR PRODUCTON OF DOCUMENTS

Florida Digital Network, Inc. d/b/a FDN Communications ("FDN") hereby responds to the First Set of Request for Production of Documents of the Staff of the Florida Public Service Commission as follows:

DOCUMENTS REQUESTED

1. **Please provide all documents identified in your response to Interrogatory 4.**

FDN did not specifically identify any documents as part of its answer to Interrogatory No. 4 other than the answers to other interrogatories and FDN's prefiled testimony, already available to the Commission staff.

2. **Please provide all documents identified in your response to Interrogatory 12.**

FDN did not specifically identify any documents as part of its answer to Interrogatory No. 12, other than its prefiled testimony, already available to the Commission staff. The Commission's own collocation orders require direct notice in the collocation situation referenced.

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of certain unresolved issues associated with negotiations for interconnection, collocation, and resale agreement with Florida Digital Network, Inc. d/b/a FDN Communications, by Sprint-Florida, Incorporated.	DOCKET NO. 041464-TP SERVED: JULY 25, 2005

FLORIDA DIGITAL NETWORK INC. D/B/A FDN COMMUNICATIONS' RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES TO (NOS. 52-64)

Florida Digital Network, Inc. d/b/a FDN Communications ("FDN") hereby responds to the Staff of the Florida Public Service Commission's Second Set of Interrogatories as follows.

INTERROGATORIES

Issue 5 - How should "local traffic" be defined?

52. **In Sprint-Florida, Inc. v. Jaber, 885 So.2d 286, 297 (Fla. 2004), the Florida Supreme Court opined that "this record provides competent, substantial evidence in support of the Commission's conclusion that use of either the ILEC's retail local calling area or a LATA-wide calling area as the default lacks competitive neutrality." What is FDN's position with regard to this particular statement?**

53. Has FDN considered Sprint's alternative that FDN become a "carrier's carrier?" If so, what would be the advantages and disadvantages of being a "carrier's carrier?" If FDN has not considered becoming a "carrier's carrier," why not?

From FDN's review of Sprint's response to staff's Interrogatory No. 1, FDN understands Sprint's argument to be that if the local calling area for intercarrier compensation purposes is anything other than Sprint's retail local calling area, FDN could become a "carrier's carrier" and could "readily attract other carriers to terminate their traffic to Sprint through FDN." In other words, Sprint suggests FDN will have an arbitrage opportunity, and Sprint insinuates this would be improper. Incidentally, this is the first time FDN or the Commission has heard of this new excuse for opposing FDN's proposal.

FDN's intrastate access payments in 2004 were less than $200,000, or not even 1% of Sprint's claimed COLR intrastate access subsidies of some $142 M. FDN does not intend to take advantage of its proposed intercarrier compensation arrangement as an arbitrage opportunity for itself or for others. Rather, it is simply the case that Sprint's intrastate access charges are too high ($0.104 per MOU on a combined originating and terminating basis) for FDN to offer on a widespread and sustained basis different flat-rated LATA calling products at prices which are attractive to consumers and recover the cost of such offerings. In other words, FDN requests a legitimate means for improving customer choice in Sprint territory – choice that has been sorely lacking up to this point. If the Commission believes that Sprint's concern with "carrier's carrier arbitrage" is a real and legitimate and if the Commission will approve FDN's intercarrier compensation proposal, FDN is prepared to stipulate the following:

> If FDN's proposal for intercarrier compensation is approved, FDN agrees it will not send to Sprint over local interconnection trunks terminating traffic originated within the LATA which is not originated from dial-tone provided through an FDN switch.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 21 - What are the appropriate terms and conditions applicable to the resale of Contract Service arrangements, Special arrangements, or Individual Case Basis (ICB) arrangements?

54. Why would Sprint allow a Sprint customer, who has signed a term promotional agreement, to seamlessly transfer the promotional agreement to a competitor through resale with no termination liability assessed to the customer?

The Telecom Act and the FCC's rules **require** Sprint to permit its customers to seamlessly transfer to a competitor through a resale arrangement. The FCC rules **require** Sprint to resell its services, including individual customer contracts. The only way to achieve a transparent migration for the customer with an individual contract in the resale environment is for the customer not to be assessed termination liability.

The Commission should consider why a customer would subject himself/herself to a termination liability charge from Sprint only to have the services resold to the customer by another carrier at the same rate. The customer would be unlikely to migrate in this scenario if the customer was charged for the privilege of migrating.

FDN has offered to Sprint that it would agree to a lower wholesale discount to resolve this issue, but Sprint has neither accepted nor made a counterproposal. FDN would agree to a 12% wholesale discount on these contracts.

Answer provided by: Kevin Smith, V.P. Marketing

55. Would FDN allow an FDN customer to seamlessly transfer an FDN term promotional agreement to a competitor without any termination liabilities? Please explain.

FDN is not required to resell its services under the Telecom Act, is not an ILEC, and does not have dominant market share. Sprint, by contrast, (a) is required by law to resell all of its telecommunications service offerings (except short-term promotions), whether made via individual contracts or not, (b) is an ILEC and (c) definitely has dominant market share, and is doing all it can to preserve its revenues and dominant market share.

The service Sprint is selling is a contract service which FDN proposes to resell in an "as is" state, with the understanding that FDN would be liable to Sprint for termination liability triggered by the customer departure unless the customer migrates to Sprint or Sprint otherwise does not charge termination liability to its own similarly situated customers.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 23 - When should FDN be required to self-certify unbundled network elements (UNEs)? When self-certification is required, how should FDN self-certify?

56. Sprint witness Maples stated in his rebuttal testimony on page 14, lines 21-23, and page 15, lines 1-8, that Sprint believed that the terms being disputed in this issue had been resolved through negotiation. Specifically, witness Maples states that Sprint agreed to modify the terms during negotiations by deleting language that required FDN to provide self-certification at the time of ordering for each UNE ordered. Does FDN agree that this issue has been resolved?

FDN agrees that Sprint has retracted language from 40.4 of the draft agreement that required a self-certification process for each UNE ordered. That section now indicates that FDN "may use Network Elements provided under this Agreement for any Telecommunications Service and as permitted by Applicable rules, **subject to the restrictions** listed below." The point of contention is Sprint's restrictions. FDN maintains that the only restrictions listed here should be those applicable to EELs and prohibiting the use of UNEs exclusively for CMRS or IXC service.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 25 - When and how should Sprint make subloop access available to FDN?

57. What is the status of FDN's appeal to the Florida Supreme Court of the Commission's decision in Docket No. 990649B-TP?

Issue 27 - Under what circumstances must Sprint, at FDN's request, combine and provide individual network elements that are routinely combined in Sprint's network?

58. **It is staff's understanding that Sprint has not responded to FDN regarding how the costs of commingling will be billed. What nonrecurring services does FDN believe are different than those currently found in Sprint's tariffs?**

FDN wants to know what specific NRCs Sprint will charge FDN for commingling activity associated with the following language Sprint proposed for the interconnection agreement: "CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services." FDN does not believe Sprint has directed FDN to a specific rate/charge in the contract draft, in the tariff, or someplace else associated with this language. See FDN's rebuttal testimony. During his deposition, Sprint witness Maples seemed to agree that language could be worked out by the parties to clear up this controversy.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 34 - What are the appropriate rates for UNEs and related services provided under the Agreement?

59. Sprint responded to staff's Interrogatory No. 42 that it currently has seventy-three (73) interconnection agreements that have incorporated the UNE rates approved in the Sprint UNE Cost Docket No. 990649B-TP. Can FDN explain why these 73 companies have accepted the rates set in the Sprint UNE Cost Docket and not petitioned for arbitration?

FDN has not polled these 73 companies, but FDN asserts that (a) those other carriers do not have as much UNE-based service to customers in Sprint territory as FDN does and (b) those carriers will not deploy UNE-based services strategies focusing on Sprint territory because the Sprint UNE rates approved in 990649-B are too high to make such a strategies work.

The Commission should compare the large number of registered CLECs with interconnection agreements in Sprint territory with the paltry amount of wireline competition in Sprint territory. According to Sprint's response to FDN Interrogatory No. 94, Sprint sold 10,563 UNE-L loops (including DS-0 and DS-1) and 16,922 UNE-P services as of May 2004. FDN is _____ [Kevin, I need a number for May 2004 total DS-0 and DS-1] of that total, or [more than half?] the UNE-L total. The UNE-P services Sprint lists in its response are likely all (or at least predominantly) residential DS-0 level services and are below the insignificant total for residential competition reported for Sprint territory in the PSC's 2004 Competition Report. If the UNE rates that this interrogatory asks about are so conducive to the facilities-based competition that the Commission claims its policies foster, the Commission should ask where that facilities-based competition is now and where will it come from in Sprint territory except as provided by FDN

A simple comparison of Sprint's UNE wholesale rates to its retail rates speaks volumes in explaining the paucity of UNE-based competition in Sprint territory. See attached Appendix Int. 34-A. This appendix reflects a sample of Sprint serving areas, comparing the Sprint retail and UNE wholesale rates applicable in each. The only areas where Sprint's UNE wholesale MRC rate is lower than that retail rate is in wholesale Zone 1, and, as noted in FDN's answer to staff Interrogatory No. 3, there are only 4 Zone 1 wire centers. No UNE-based carrier would look at this comparison and seriously consider a territorial market expansion into Sprint markets like Ft Myers, Naples or Tallahassee. Further, even if rebalancing adds $7 a month to a retail residential MRC, the residential margins would only be attractive to UNE-based competitors in Zone 1, and only four wire centers (constituting an insignificant portion of Sprint's total access lines) are Zone 1's

To the extent some may argue that there is intermodal competition for communications services in Sprint territory, FDN responds that even if that were true, the Commission should not be content that consumers in Sprint territory have a limited choice and UNE-based providers should not be put at a competitive disadvantage because the UNE-based provider must pay exorbitantly high UNE rates. When the time comes to explain why wireline competition is not taking root in Sprint territory and why consumers in Sprint territory have inadequate choices, one should consider whether the Commission's decisions have promoted or hindered UNE-based services.

Only FDN and KMC appeared as parties in the Sprint portion of Docket No. 990649B. Compare that to the CLEC participation in the BellSouth and Verizon dockets. Few CLECs are interested in serving the Sprint market as FDN is. KMC has since been the subject of restructuring/sale, and its long-term strategy in Sprint territory is not clear to FDN.

FDN also notes that in Sprint's response to Staff Interrogatory No. 33, very few UNE based competitors have agreements with Sprint in place for commingling services. It stands to reason that if CLECs in Sprint territory were actively providing UNE-based services, more carriers would have commingling services available by agreement, since no carrier in Sprint territory will have collocation coverage so expansive as to have no need for commingling.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 36 - What terms should apply to establishing Points of Interconnection (POI)?

60. How many total POIs does FDN propose it should establish?

Consistent with FCC rules and orders and this Commission's orders, FDN proposes that it have one POI per LATA where active FDN TNs are homed; provided, however, that if FDN's proposal for the definition of "local traffic" is approved, FDN will agree to one POI at each access tandem in each LATA where active FDN TNs are homed.

FDN maintains that Sprint engages in double-speak on the subject of the POI. Sprint's witness says that Sprint advocates one POI per LATA, with a POI at each tandem. In a multi-tandem LATA – and Sprint has multi-tandem LATAs in Florida – that translates to more than one POI per LATA. Sprint supports its one POI per tandem proposal with pleas for the convenience of its proposal. If those pleas held any sway, then they would have been incorporated into the existing state of the law on POIs, but, they are not. Instead, CLECs have the right to designate only one POI per LATA, no matter how many

access tandems are in the LATA, that POI can be made at any technically feasible point, and the terminating carrier is not obligated to bear the cost of transporting an originating carriers traffic up to that POI.

Answer provided by: Kevin Smith, V.P. Marketing

61. **Please provide a total cost estimate, itemized for recurring costs, maintenance costs, and nonrecurring costs, for establishing a POI at each and every tandem as Sprint proposes.**

Collocation Approximately	$1,000.00 MRC	
Power Approximately	$880.00 MRC	
DS-3 Transport to FDN POP	$800.00 MRC	
Estimated MRC	**$2,880.00**	
M1/3 Mux (2 minimum)	$1,300.00 each	$2,600.00
DMS 100 T1 Switch Ports (2 minimum)	$960.00 each	$1,920.00
Colo Application and Engineering (Estimate)	$7,000.00	$7,000.00
Estimated NRC (based on minimum necessary equipment)	**$11,520.00**	

Estimated Monthly Maintenance Costs (monitoring hours and equipment replacement as necessary) **$550.00**

The above numbers are estimated and are, for the most part, on the lower end of the range.

Answer provided by: Kevin Smith, V.P. Marketing

Issue 39 - What are the appropriate terms for compensation and cost of calls that are transmitted, in whole or in part via the public internet or a private network (VOIP)?

62. **In Sprint's response to staff's Interrogatory No. 51, Sprint states that it opposes FDN's recommendation to defer resolution of the VoIP issue until the FCC decides the IP Enabled Services cases, because it increased Sprint's exposure to regulatory**

arbitrage, it is not competitively neutral, and it will lead to further dispute and litigation. Does FDN agree or disagree with this statement? Please explain in detail.

FDN does not agree, and specifically, does not agree that the Commission should even address the issue. Sprint has not asserted that FDN has engaged in any VoIP related "arbitrage" opportunities. Up to this point, then, there's been no need for Commission to deal with this issue vis-à-vis FDN and Sprint. Moreover, the very arguments Sprint makes, as reflected in the interrogatory, are pending before the FCC. In fact, in Sprint's initial comments to the FCC in the FCC's Unified Intercarrier Compensation case, Sprint acknowledges that the issue is squarely before the FCC,

> The Commission recognized seven years ago that it was unclear whether existing rules required Voice over Internet Protocol ("VoIP") providers to pay access charges, and industry began asking the Commission to resolve this issue six years ago. . . . . However, the Commission is yet to address whether or not access charges apply under existing law . . . .

Sprint wants to lure the Commission into deciding something one way in the context of an individual arbitration when the FCC may decide the very same question in a generic case in the opposite way, and thereby undo what the Commission had done shortly thereafter. This sort of thing has happened before, and is not an efficient use of Commission resources, particularly considering that if Sprint does have an issue in the future with FDN or any other carrier on the question of VoIP traffic, Sprint can take the issue to the FCC for decision. The FCC has before it thousands of pages of material weighing in on the regulatory status of VoIP and when the FCC decides the question, one way or another, a change of law negotiation may take place between Sprint and FDN.

FDN points out the inconsistency of Sprint's claiming that this issue of broad implication must be decided now in an individual arbitration while effectively arguing (1) that the Commission can only consider UNE rates in a generic proceeding and (2) FDN's local traffic proposal is improper, in part, because it is offered in the context of an individual arbitration. That aside, FDN offered a compromise on this issue and the Commission should approve that compromise as fair, reasonable and consistent with the law and sound policy or reject Sprint's position. FDN's compromise is this: FDN would agree to Sprint's alternative VoIP language if (a) the phrase "or for a Party at that Party's request" (see Sywenki Direct at page 14, line 19) is deleted, since the "actual knowledge" standard should apply to what third parties do (Sywenki Direct page 14, line 23) and (b) FDN's proposal on "local traffic" is accepted.

Answer provided by: Kevin Smith, V.P. Marketing; FDN Counsel

Issue 59 - Under what circumstances, if any, should FDN be permitted to use cross connect services to connect FDN's equipment in FDN's collocation space to any services or facilities purchased under this Agreement or any other Sprint services, such as special access services purchased under Sprint state and federal tariffs?

63. **It is staff's understanding that neither Sprint or FDN directly addressed Issue 59 in their direct and rebuttal testimonies. Has FDN resolved this issue with Sprint? If not, what is FDN's position on this issue?**

FDN and Sprint have agreed in principle on the issue.

NEW ISSUE – At what rates, terms, and conditions should Sprint provide loop prequalification? (This is Sprint's exact phrasing of the issue at page 30 of Sprint witness Maples' rebuttal testimony. In his rebuttal testimony at pages 31-37, witness Maples discusses the inclusion of a new issue by FDN witness Smith in his direct testimony starting at page 14.)

64. **Sprint believes that it currently provides this information in sections 46.1 and 47 of the existing interconnection agreement, which are undisputed. Does FDN agree with witness Smith's direct testimony regarding information available to FDN in pre-ordering? Does FDN agree that this issue is addressed in sections 46.1 and 47 of the existing interconnection agreement? Please explain.**

FDN does not agree. In FDN's experience, Sprint loop make-up (LMU) responses do not contain information pertinent to whether a remote is present or whether Sprint must write an engineering design order (referred to by Sprint as a "Ciras" order) to serve the customer. Appendix No. 64-A (which was also Maples deposition Exhibit No. 1) is an LMU response from Sprint. In this case, FDN had ordered two loops for the customer on 6/24/05. FDN received an FOC for 6/29/05. Sprint kept pushing out the order due date because of "heavy workload." Then on 7/5/05 FDN received notification that the customer was served behind a remote and a Ciras order would need to be written. FDN received a new FOC date of 7/8/05. The customer was annoyed because FDN informed the customer of the original 6/29/05 due date, then updated the customer every time Sprint pushed out the due date due to workload, and then had to inform the customer that, because of the Ciras order situation, the due date would be 7/8/05. FDN believes the attached Appendix Int. 64-A is consistent with LMU responses it has seen from Sprint before, and the attached does not identify where there is indication of a remote. Whether on LMUs or through some other mechanism, FDN should be able to discern on a mechanized basis which customers are served behind remote terminals.

Answer provided by: Kevin Smith, V.P. Marketing; FDN Counsel

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ORANGE)

I hereby certify that on this 25th day of July, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kevin P. Smith, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to the identified interrogatory number(s) from STAFF'S SECOND SET OF INTERROGATORIES TO FLORIDA DIGITAL NETWORK INC. D/B/A FDN COMMUNICATIONS (NOS. 52-64) in Docket No. 041464-TP, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 25th day of July, 2005.

Glenda S Chapman

Notary Public
State of Florida, at Large

My Commission Expires:

11-9-07

Glenda S. Chapman
My Commission DD265574
Expires November 09, 2007

Sprint

LSR Status/Confirmation

LSR Status:CA=Completed CASS SOE #:C817055 Rep ID:CAS
Due Date:07-14-2005 APPT:? Completion Date:07/12/2005 07:23:09 EDT
Last Mod.:07/12/2005 06:40:53 Date Recv.:07/11/2005 14:58:43 Hold Date:
Last FOC.:07/11/2005 14:58:50 ESDD: Resp Type:
Conf Ver:AAC Reason Code: AN:
Detail:
REMARKS: LOOP MAKE UP INFORMATION: DS0
SERVED BY COPPER FACILITIES: YES
SERVED BY ELECTRONIC FACILITIES: NO
TYPE OF ELECTRONICS: NONE
LOOP LENGTH: OFFICE TO ELECTRONICS
19 GA COPPER 0 FEET 16.1 RESISTANCE PER KF
22 GA COPPER 0 FEET 32.4 RESISTANCE PER KF
24 GA COPPER 2.871 FEET 51.9 RESISTANCE PER KF
26 GA COPPER 0 FEET 83.3 RESISTANCE PER KF
SUB-TOTAL LOOP FOOTAGE IS 0.002871 KF
LOOP LENGTH: ELECTRONICS\OFFICE TO END USER
19 GA COPPER 0 FEET 16.1 RESISTANCE PER KF
22 GA COPPER 0 FEET 32.4 RESISTANCE PER KF
24 GA COPPER 0 FEET 51.9 RESISTANCE PER KF
26 GA COPPER 0 FEET 83.3 RESISTANCE PER KF
SUB-TOTAL LOOP FOOTAGE IS 0 KF
TOTAL LOOP FOOTAGE IS 0.002871 KF
TOTAL RESISTENCE FOR LOOP IS 0.1490049 OHMS
BRIDGE TAPS:
1ST AT 0 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
2ND AT 0 FEET - LENGTH 0 FEET COST $0 OPT

ADDL PAIRS SAME LOCATION COST $0 OPT
3RD AT 0 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
4TH AT 0.35 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
5TH AT
ADDL PAIRS SAME LOCATION COST $0 OPT
6TH AT
ADDL PAIRS SAME LOCATION COST $0 OPT
ENGINEERING CHARGE $28.03
TRIP CHARGE $15.59
DISTURBERS: NONE INDICATED
LOAD COILS PRESENT ON CABLE PAIR: NO
COST TO REMOVE LOADS ON NON-STANDARD LOOP - $0
COST TO REMOVE LOADS FOR ADDL PAIRS - $0
COST FOR REPEATER REMOVAL - $0
COST TO REMOVE REPEATERS FOR ADDL PAIRS - $0
COST FOR REQUIRED CONDITIONING IS - $0
COST FOR OPTIONAL CONDITIONING IS - $43.62
TOTAL DB LOSS: 0 DB
TYPE LOOP: NOT APPLICABLE
ICB NEEDED FOR SPECIAL CONSTRUCTION: NONE

CLEC Information
CLEC Cust Name:FLORIDA DIGITAL CLEC Init:LISA KELLY
CLEC Tel No:4078350335 CLEC Fax No:4074471220
Remarks to Sprint:REQUEST LOOP PRE-QUAL. THANKS.
SOE Remarks:

Service Information
CC:4085 PON:1324283-PQ1 VER:1 SUP:?
Related PON: Impcon:TECH ON DUTY Tel No:877-901-1432
DDD:07/12/2005 APPT:? Project: EBD:
REQ TYP:A=Loop ACT:P=Loop PreQualificationCLECT TO CLEC CONVERT:NCLECT TO CLEC MIGRATION:N
TOS:1B?? DFDT: ONSP: NPDI:?
ACTL: CHC:N APOT:
Complex:N DSPTCH:Y MCSI:?
NC:LX-- NCI:02QC2.00F SECNCI:?
EELS:N LoopTag:N CTEST:N
CONDITIONING OPT:? CONDITION COST:
PREQUAL #:
CONDITIONING REMARKS:

--LOOP DETAIL--
Tel No: CLEC Tel No: CFA:
Cable ID1: Chan Pair1:
LNA:P=Loop PreQual ECCKT: OECCKT:
TSP: CKR: NIDR:
SHELF: SLOT: RELAY RACK:

End User/Disconnect Information

Tel No:-
House No:3501 Frac:
Dir:W
Street Name:VINE Typ:ST Suffix:
Floor: Room/Unit:271 Building:
COMM:KSSM Exch:KSSM TAR:2036
SWC:KSSM
City:KISSIMMEE State:FL
ZIP:34741-4673
Access Info:
LCON Name: LCON Tel No:
End User Moving: N

Final Bill

Bill Name:
Address1:
Address2:
Address3:
City: State: ZIP:
Final Bill Indicator:N

Listing Detail Information

Listing TN: EU Retain
Listing:? LACT:?
OLTN: FID:
Service Address:3501 W VINE ST
Community:KISSIMMEE
DIR Response:

Directory Delivery Information (Required if different from Service Address)

SOE Order Numbers:

Order #	Completion Date	Exch	ATN
C817055	07/12/2005	WNPK	407-182-5252

	EXAMPLE SHEET			
LSO				
	WHOLESALE		**RETAIL**	
FTMYFLXB				
Fort Myers	**UNE BAND**	3	4	**Rate Group**
	Cirucit Cost MRC	$24.68	$11.05	**Retail Residential MRC**
	Circuit Cost NRC	$111.24	$50.00	**Residential NRC 1st**
	Cirucit Cost MRC	$24.68	$23.65	**Retail Business MRC**
	Circuit Cost NRC	$111.24	$63.25	**Business NRC 1st**
	WHOLESALE		**RETAIL**	
KSSMFLXB				
West Kissimmee	**UNE BAND**	3	4	**Rate Group**
	Cirucit Cost MRC	$24.68	$11.05	**Retail Residential MRC**
	Circuit Cost NRC 1st	$111.24	$50.00	**Residential NRC 1st**
	Cirucit Cost MRC	$24.68	$23.65	**Retail Business MRC**
	Circuit Cost NRC 1st	$111.24	$63.25	**Business NRC 1st**
	WHOLESALE		**RETAIL**	
MTLDFLXA				
Maitland	**UNE BAND**	1	5	**Rate Group**
	Cirucit Cost MRC	$10.82	$12.35	**Retail Residential MRC**
	Circuit Cost NRC 1st	$111.24	$50.00	**Residential NRC 1st**
	Cirucit Cost MRC	$10.82	$25.65	**Retail Business MRC**
	Circuit Cost NRC 1st	$111.24	$63.25	**Business NRC 1st**
	WHOLESALE		**RETAIL**	
PNGRFLXA				
Punta Gorda	**UNE BAND**	4	4	**Rate Group**
	Cirucit Cost MRC	$45.40	$11.05	**Retail Residential MRC**
	Circuit Cost NRC	$111.24	$50.00	**Residential NRC**
	Cirucit Cost MRC	$45.40	$23.65	**Retail Business MRC**
	Circuit Cost NRC	$111.24	$63.25	**Business NRC**
	WHOLESALE		**RETAIL**	
TLHSFLXF				
Tall-Thomasville	**UNE BAND**	3	4	**Rate Group**
	Cirucit Cost MRC	$24.68	$11.05	**Retail Residential MRC**
	Circuit Cost NRC	$119.74	$50.00	**Residential NRC**
	Cirucit Cost MRC	$24.68	$23.65	**Retail Business MRC**
	Circuit Cost NRC	$119.74	$63.25	**Business NRC**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: #5

DESCRIPTION: Composite Sprint Responses to FDN Discovery

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 5
COMPANY/ FDN's
WITNESS: Composite Exhibit
DATE: 08-04-05

Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLHO0107
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

June 23, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are the original and 15 copies of Sprint's Notice of Service of Sprint's Responses to FDN's 1st Set of Interrogatories and 1st Request for Production of Documents.

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

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosure

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail on this 23rd day of June to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Swidler Berlin, LLP
3000 K Street, NW
Washington, DC 20007

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton /csr

Susan S. Masterton

0000 2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP
	)	Filed: June 23, 2005

SPRINT'S NOTICE OF SERVICE OF SPRINT'S RESPONSES TO FDN'S FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Supplemental Responses to FDN's 1st Set of Interrogatories and 1st Production of Documents were submitted via electronic and US mail on June 23, 2005 to Mathew Feil at mfeil@mail.fdn.com 2301 Lucien Way Suite 200 Maitland, FL 32751. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 23rd day of June, 2005.

Susan S. Masterton

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

0000 3

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464 Served: June 23, 2005

SPRINT'S RESPONSE TO FDN COMMUNICATIONS' FIRST SET OF INTERROGATORIES (NOS. 1 -93) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-15)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses to FDN's First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on June 3, 2005.

Interrogatory	Prepared by	Title
82	James M. Maples	Regulatory Affairs Manager
91	James M. Maples	Regulatory Affairs Manager
93	Peter Sywenki	Director – Regulatory Policy

INTERROGATORIES

1. Sprint states at page 8 of the "Loop Documentation" that "[r]ecent factual and objective data provides the best basis for predicting the forward-looking cost of constructing telephone plant in Sprint's service territory." State whether this "factual data" has been updated and if so, identify the new data.

Response: See Sprint's objections previously filed on June 13, 2005.

2. Provide a detailed explanation of all differences, including input values, between the version of the SLCM that Sprint bases its proposed rates on in this proceeding and the version of the SLCM filed in the previous 2001 UNE cost proceeding.

Response: See Sprint's objections previously filed on June 13, 2005.

3. Identify and provide the count of UNE loops that Sprint provides that are provided: a) on a standalone basis and b) as part of a UNE-P arrangement between 1996 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

4. Provide all projections of the total number and/or percentage of UNE loops that Sprint expects to provide between 2004 and 2010.

Response: See Sprint's objections previously filed on June 13, 2005.

5. Provide the number of customers served by Sprint in Florida by year over the past five years, broken out by residential or business customers and by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

6. Provide the number of Sprint working lines in Florida by year over the past five years, broken out by residential or business customers and by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

7. Provide Sprint's average number of lines per customer in Florida by year over the past five years, broken out by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

0000 5

8. Identify separately the number of residential and business Sprint lines in Florida (broken out by urban, suburban, and rural zones) that have the following number of lines per location:

- 1 line per location;
- 2 lines per location;
- Between 3 and 6 lines per location;
- Between 7 and 25 lines per location;
- Between 26 and 50 lines per location;
- Between 51 and 100 lines per location;
- Between 101 and 200 lines per location;
- Between 201 and 300 lines per location;
- Between 301 and 400 lines per location;
- Between 401 and 600 lines per location;
- 601 or more lines per location.

Response: See Sprint's objections previously filed on June 13, 2005.

9. Identify separately the number of residential and business Sprint lines in Florida (broken out by urban, suburban, and rural zones) that have the following number of lines per customer:

- 1 line per customer;
- 2 lines per customer;
- Between 3 and 6 lines per customer;
- Between 7 and 25 lines per customer;
- Between 26 and 50 lines per customer;
- Between 51 and 100 lines per customer;
- Between 101 and 200 lines per customer;
- Between 201 and 300 lines per customer;
- Between 301 and 400 lines per customer;
- Between 401 and 600 lines per customer;
- 601 or more lines per customer.

Response: See Sprint's objections previously filed on June 13, 2005.

10. Identify by wirecenter the number of DS-1 two wire copper loops in use in Sprint's Florida network in 2001, 2002, 2003 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005. 0000 6

11. Identify by wirecenter the number of DS-1 four wire fiber loops in use in Sprint's Florida network in 2001, 2002, 2003 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

12. With respect to Sprint's calculation of loop costs, identify the criteria Sprint uses to determine when fiber and DLC feeder systems would be used instead of copper feeder?

Response: See Sprint's objections previously filed on June 13, 2005.

13. Identify the number of customers that are currently provided service with feeder cable terminating at the customer's premise and the percent that represents of all customers served.

Response: See Sprint's objections previously filed on June 13, 2005.

14. For modeling purposes, if copper feeder cable terminates directly in a customer premises (such as office building or MDU) and does not have any distribution cable, is the terminal in the building classified as a FDI, distribution terminal, multi-line premise termination (block terminal) or some other terminal classification? If the answer to this question varies between the different terminal types, provide a detailed explanation of when each terminal classification would be used.

Response: See Sprint's objections previously filed on June 13, 2005.

15. For modeling purposes, if fiber feeder cable terminates directly in a customer premises (such as office building or MDU) on either digital loop carrier or high-capacity multiplexer and then terminates on copper without any distribution cable, is the terminal in the building classified as a FDI, distribution terminal, multi-line premise termination (block terminal) or some other terminal classification? If the answer to this question varies between the different terminal types, provide a detailed explanation of when each terminal classification would be used. Identify the percentage and actual number of customers served in this manner.

Response: See Sprint's objections previously filed on June 13, 2005.

16. For modeling purposes, explain the extent to which the mix of copper cable length allocated to distribution and feeder estimated in the model varies based on the structure type (aerial, buried, underground), terrain, and other variables. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether the mix of copper cable length allocated to distribution and feeder should vary based on the structure type (aerial, buried, underground) and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

17. For modeling purposes, explain whether the mix of copper cable length allocated to distribution and feeder varies based on customer density. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether the mix of copper cable length allocated to distribution and feeder should vary based on customer density and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

18. Confirm or deny that a higher percentage of underground cable is used for feeder facilities than for distribution facilities in the model. If this statement is denied, provide a detailed explanation and give an example of when this would not be true. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether a higher percentage of underground cable is used for feeder facilities than for distribution facilities and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

19. Confirm or deny that, for modeling purposes, a greater quantity of underground cable is present in urban areas than in rural areas. If this statement is denied, provide a detailed explanation and give an example of when this would not be true. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether underground cable is more prevalent in urban areas than in rural areas and identify the expert providing the response. Identify the percentage and actual number of customers served in this manner.

Response: See Sprint's objections previously filed on June 13, 2005.

20. Page 21 of the Loop Documentation states, "Double-ending a system provides flexibility and allows the ILECs to provide unbundled loops to CLECs." Explain Sprint's position on the technical feasibility of using a single-ended or integrated DLC to provide unbundled loops.

0000 8

Response: See Sprint's objections previously filed on June 13, 2005.

21. Identify the percent of Integrated or "single-ended" DLC-RTs in Sprint's network that have at least one shelf or channel bank assembly configured in a universal mode.

Response: See Sprint's objections previously filed on June 13, 2005.

22. With respect to the planned percentage of DLCs that will be deployed solely as Universal or "double-ended" DLCs In Sprint Florida's network, explain the basis for the decision regarding how much and where (and under what conditions) Universal or "double-ended" DLC will be deployed and the basis for those determinations.

Response: See Sprint's objections previously filed on June 13, 2005.

23. Identify the percentage of and total number of DLC installations over the past three years that have been installed solely as Universal DLCs (i.e., not integrated).

Response: See Sprint's objections previously filed on June 13, 2005.

24. Identify the percent and total number of loops in Sprint's existing network that are served by fiber feeder with DLC.

Response: See Sprint's objections previously filed on June 13, 2005.

25. Identify the percent and total number of fiber-fed loops (with DLC) in Sprint's existing network that are provisioned using Integrated DLC.

Response: See Sprint's objections previously filed on June 13, 2005.

26. Provide the number of DLCs and CEVs for each DLC and CEV size currently deployed in Sprint's network in Florida by zone.

Response: See Sprint's objections previously filed on June 13, 2005.

0000 9

27. Provide the mix of CEV system sizes (including capacities) currently deployed in Sprint's network, including both the magnitude and percentage of those deployments.

Response: See Sprint's objections previously filed on June 13, 2005.

28. With respect to the ten largest outside plant estimate cases from Florida over the past three years, for each of these projects, provide the actual job costs at the most granular level of detail available, including the reason for each project, the total number of lines of actual and potential loop capacity added in each such project, and the specific location of each such construction project. The response to this request should contain detail information, not summary level information.

Response: See Sprint's objections previously filed on June 13, 2005.

29. Provide, for each of the past three years, the total labor dollars, material dollars, and engineering dollars assigned to each account category (at the lowest level of accounting available) for exempt materials. For example, if exempt material labor dollars are captured at the ACC 248 and ACC 548 level (or lower), provide information at that level of detail.

Response: See Sprint's objections previously filed on June 13, 2005.

30. Provide the name of and a complete description of each system and/or database that Sprint uses to develop cost estimates for outside plant construction to service new loop demand.

Response: See Sprint's objections previously filed on June 13, 2005.

31. Provide all Sprint "objective" installation times (or equivalent) for each component of its outside plant including those that Sprint uses to estimate installation times (either for internal reporting purposes or for constructing project estimates) for each specific type of outside plant equipment including, but not limited to, any installation times that Sprint uses to evaluate the performance of its employees.

Response: See Sprint's objections previously filed on June 13, 2005.

32. Identify the average distance between splices for aerial, buried, and underground copper cable in Sprint's network and the assumptions used in the SLCM. If Sprint does not specifically track this information, provide Sprint's expert opinion on the average distance

000010

between splices for aerial, buried, and underground copper cable and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

33. Describe the specific steps that are necessary to install DLC equipment once it is delivered from the vendor. Also, include time estimates for each of these steps and identify the source for these time estimates.

Response: See Sprint's objections previously filed on June 13, 2005.

34. Identify the various sizes of distribution terminals that Sprint currently purchases for use in Florida and the extent to which they are (a) deployed in Sprint's network and (b) assumptions regarding deployment in the SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

35. For each size distribution terminal identified that Sprint currently purchases for use in Florida, identify the percent of each distribution terminal type installed over the past three years.

Response: See Sprint's objections previously filed on June 13, 2005.

36. For each FDI placed in the past three years, supply the size FDI placed, the number of working lines at installation and the total number of ports cross-connected at that FDI. If the number of ports cross-connected is not available, provide as much information as is available for each FDI installation.

Response: See Sprint's objections previously filed on June 13, 2005.

37. Identify the average number of feeder pairs engineered at the FDI, by rate zone and customer type.

Response: See Sprint's objections previously filed on June 13, 2005.

38. Identify the installation times for each FDI size that Sprint uses, for each system that Sprint uses that contains such information, including, but not limited to systems used for

estimating construction costs, budget control, or purchasing purposes and identify the systems containing such information.

Response: See Sprint's objections previously filed on June 13, 2005.

39. Identify the average feeder stub length assumed in SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

40. Identify and indicate the length of drop wires assumed to be used for aerial and buried drops in the SLCM. Provide all documentation, assumptions, studies, work papers and any other support for the assumed lengths. If no specific drop length is assumed, explain if Sprint's position in this proceeding is that drop costs do not vary based on length.

Response: See Sprint's objections previously filed on June 13, 2005.

41. Identify the average lengths of drop wire installed by Sprint-Florida at both a statewide level and by rate zone.

Response: See Sprint's objections previously filed on June 13, 2005.

42. Confirm or deny that the mix of aerial and buried drop wires should match the mix of aerial and buried distribution cables. If this statement is denied, state the basis for your position.

Response: See Sprint's objections previously filed on June 13, 2005.

43. If a customer requests a buried drop (where an aerial drop would have been done otherwise), to what extent is the customer required to pay for that buried drop, and does this include trenching costs?

Response: See Sprint's objections previously filed on June 13, 2005.

44. Identify the various sizes of Network Interface Devices ("NIDs") that Sprint currently purchases for use in Florida. For each size NID, identify the percent of each NID type installed over the past three years.

Response: See Sprint's objections previously filed on June 13, 2005.

45. Identify the NID cost estimates, by NID type, used in Sprint's cost model.

Response: See Sprint's objections previously filed on June 13, 2005.

46. Identify the NID installation times used in Sprint's cost model, including the bases therefore.

Response: See Sprint's objections previously filed on June 13, 2005.

47. Identify any standards (such as standard time increments or functional time increments) that Sprint uses for the purposes of evaluating the productivity of its technicians for installing NIDs and identify the source of the standards.

Response: See Sprint's objections previously filed on June 13, 2005.

48. Identify Sprint's costs associated with purchasing drop wire (both aerial and buried) and NIDs along with any information sufficient to identify the average material cost per foot of aerial drop wire, buried drop wire, and the average material cost per NID from these invoices.

Response: See Sprint's objections previously filed on June 13, 2005.

49. For the ten largest Sprint projects over the past three years involving the installation of DS-1 circuit equipment, identify the specific time and material, on an item-by-item basis, associated with installing DS-1 circuit equipment. Include a description of the purpose or reason for the job. For each of these projects, also provide the actual job costs at the most granular level of detail available.

Response: See Sprint's objections previously filed on June 13, 2005.

50. For any DLC systems used in SLCM, identify the concentration ratio and the basis for that estimate.

Response: See Sprint's objections previously filed on June 13, 2005.

000013

51. By each rate zone, identify the actual concentration ratio for which Sprint's DLC systems are engineered in its actual network in Florida.

Response: See Sprint's objections previously filed on June 13, 2005.

52. Please discuss Sprint's position of whether IDLC based DS0 loops can be offered on an unbundled basis as UNE loops.

Response: See Sprint's objections previously filed on June 13, 2005.

53. Please identify the following:

a. the percentage of loops served by IDLC;

b. the percentage of loops served by UDLC.

Response: See Sprint's objections previously filed on June 13, 2005.

54. Is the Sprint Florida TELRIC model platform filed in this proceeding the same as that filed in Docket No. 990649B-TP? If not, please describe in detail how this model platform is different than the one used to calculate the following in Docket No. 990649B-TP:

a. Loop investment and annual costs.
b. Annual cost factors
c. Other direct and common cost factors
d. Avoided / excluded costs

Response: See Sprint's objections previously filed on June 13, 2005.

Factors

55. Is Sprint proposing cost of debt, cost of equity and debt / equity ratios different than those approved by the Florida PSC in Order No. PSC-03-0058-FOF-TP? If the answer is yes, please identify the bases for the proposed changes.

Response: See Sprint's objections previously filed on June 13, 2005.

000014

56. Is Sprint proposing depreciation lives different than those approved by the Florida PSC in Order No. PSC-03-0058-FOF-TP? If the answer is yes, please explain why and the basis for Sprint's proposed changes.

Response: See Sprint's objections previously filed on June 13, 2005.

57. Please state whether Sprint used book values for the plant investment used in the denominator portion of the annual cost factor calculations or plant values restated to replacement cost via telephone plant indices ("TPI") or C.A. Turner indices.

Response: See Sprint's objections previously filed on June 13, 2005.

58. Please state whether Sprint Florida includes productivity and/or inflation factors in its TELRIC studies.

Response: See Sprint's objections previously filed on June 13, 2005.

59. With respect to the "Non Recurring Charges Study, Narrative Index," at p. 4 § 2, Service Order Charges:

a. state what automatic edits, if any, the Electronic Interfaces, Electronic Data Interface (EDI) and Integrated Request Entry System (IRES) have for correcting input by CLEC users?

b. identify the devices available in the Electronic Interfaces to CLEC users to determine the type and accuracy of input information?

c. identify the user feedback processes available for CLEC users to determine what ongoing errors are being charged as a tool to avoid future charges for errors.

Response: See Sprint's objections previously filed on June 13, 2005.

60. With respect to the "Non Recurring Charges Study, Narrative Index," at pps. 5-6 § 2, ("Major Determinants of Cost"), where Sprint states that the electronic service order charge "includes the costs to clarify and correct errors on LSR," identify:

a. How is the error determination made and how does Sprint make the CLEC user aware of all errors on LSRs?

b. What is the time frame from Sprint receipt of an LSR to notification of the CLEC users that a billable error has been made?

Response: See Sprint's objections previously filed on June 13, 2005.

61. With respect to the "Non Recurring Charges Study, Narrative Index," at pps. 5-6 § 2, ("Major Determinants of Cost"), in which Sprint states that the Electronic Service Order charges includes the costs to establish major account for CLEC in SOE, identify the steps involved with this business process and explain why this is a manual rather than automated process.

Response: See Sprint's objections previously filed on June 13, 2005.

62. With respect to the "Non Recurring Charges Study, Narrative Index," at pps. 5-6 § 2, ("Major Determinants of Cost), in which Sprint states that the Electronic Service Order charge includes the costs to "Apply service and equipment codes," and charges associated with CLEC orders, explain:

a. The steps and purpose of these business processes;

b. why they are not automated for cost purposes; and

c. Whether these codes are maintained in any system data bases.

Response: See Sprint's objections previously filed on June 13, 2005.

63. Identify the percentage of central office dedicated inside plant (DIP) assumed in the cost studies, if any, and the process used to make this determination.

Response: See Sprint's objections previously filed on June 13, 2005.

64. Identify the percentage of dedicated outside plant (DOP) assumed in the cost studies, if any, and the process used to make this determination.

Response: See Sprint's objections previously filed on June 13, 2005.

65. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops)" at p. 8 § 3, in which Sprint states that

various charges are "weighted," identify the processes Sprint uses to determine the various non recurring charges that are weighted.

Response: See Sprint's objections previously filed on June 13, 2005.

66. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops)" at p. 8, Sprint states that "[r]ecent factual and objective data provides the best basis for predicting the forward-looking cost of constructing telephone plant in Sprint's service territory." Identify any updates that have been made to this data.

Response: See Sprint's objections previously filed on June 13, 2005.

67. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops - Installation Charges)," at pps. 10-11, § 3, in which Sprint states that for New, Second or Additional Line and Re-Installation, charges include the cost of "Connections at cross-boxes, terminals and customer interface," identify the basis for these costs, including whether they constitute averages for all types of termination technology?

Response: See Sprint's objections previously filed on June 13, 2005.

68. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), at pps. 10-11, § 3, identify the bases for all travel charges.

Response: See Sprint's objections previously filed on June 13, 2005.

69. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), at pps. 10-11, § 3, in which Sprint states that for New, Second or Additional Line and Re-Installation, charges include the costs of "Completion Testing," state what activities constitute this charge, including, but not limited to, whether the process is automated, and how fault-identifications are handled and resolved.

Response: See Sprint's objections previously filed on June 13, 2005.

70. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), at p. 11, § 3, regarding disconnect charges,

identify all activities associated with this charge and when relative to the disconnect due date, service jumpers removed and all tasks associated therewith.

Response: See Sprint's objections previously filed on June 13, 2005.

71. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), § 4 at 12, in which Sprint identifies activities associated with loop qualification information request procedures, identify the What measured sub-tasks associated with each identified component of the major task and how those estimates were determined.

Response: See Sprint's objections previously filed on June 13, 2005.

72. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), § 5 pps. 13-15, regarding loop conditioning inputs, identify all activities and processes associated with these charges and the bases therefore.

Response: See Sprint's objections previously filed on June 13, 2005.

73. Identify any and all databases and/or operational support systems that provide detailed information on outside plant design, rearrangements, additions, removals and other activity relative to the design and makeup characteristics needed to provision customer services?

Response: See Sprint's objections previously filed on June 13, 2005.

74. State whether Sprint field technicians (installation and maintenance, cable maintenance, central office maintenance, etc.) are dispatched from personal residences; if not, the locations they are dispatched from, and the criteria Sprint uses to determine dispatch locations.

Response: See Sprint's objections previously filed on June 13, 2005.

75. Identify how labor rate information is utilized in the cost studies and how cost data is adjusted to reflect current labor costs.

Response: See Sprint's objections previously filed on June 13, 2005.

76. Identify by name and position all subject matter experts, field technicians and other personnel that have provided information used in the non-recurring studies filed in the current proceeding and identify with specific references to studies each specific time estimate or others aspect of the studies for which the person provided input(s).

Response: See Sprint's objections previously filed on June 13, 2005.

77. List all criteria applied to the nonrecurring cost studies to insure statistical validity.

Response: See Sprint's objections previously filed on June 13, 2005.

78. State whether central office and field technicians have the ability to receive and complete work orders directly from an operation support system, what system or systems support this effort, and the nature of the support these systems provide field technicians.

Response: See Sprint's objections previously filed on June 13, 2005.

79. For each in which a Sprint incumbent local exchange carrier affiliate (other than Sprint Florida) provides unbundled network elements, identify whether the most recently approved NRCs include the costs for disconnection or whether there are deferred charges for disconnection.

Response: See Sprint's objections previously filed on June 13, 2005.

80. Identify the main distribution frame technologies Sprint uses to determine central office cross-connect times and the bases therefore.

Response: See Sprint's objections previously filed on June 13, 2005.

81. Identify the extent Sprint utilizes automatic distribution frame technologies? What percentage of Sprint's voice grade, DS0 level loop facilities terminate on such frames in Florida?

Response: See Sprint's objections previously filed on June 13, 2005.

000019

82. For commingled EELs where the loop is a UNE and transport is purchased from other Sprint tariffs, what non-recurring charges apply? Please provide an exhaustive accounting of the applicable non-recurring charges for the following configurations:

a. DS0 loop to DS1 transport

b. DS0 loop to DS3 transport

c. DS1 loop to DS1 transport

d. DS1 loop to DS3 transport

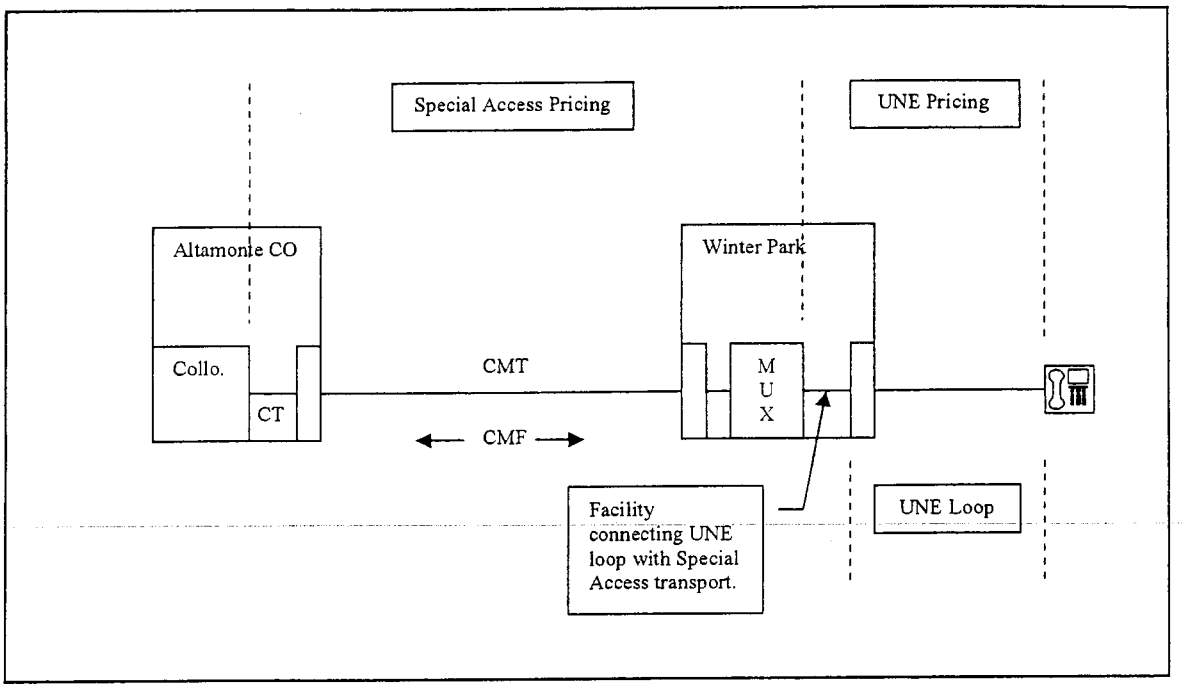
Response:

The following response is based on the initial installation of new services. FDN did not specify whether or not it wanted the charges for a new installation or the conversion of existing service.

The tariffed special access recurring and non-recurring charges will apply for the transport component of the commingled EEL. Sprint's tariffs are publicly available, rate application is explained within them, and prices vary based on a variety of factors such as whether or not the circuit is ordered out of the interstate or intrastate tariff and whether or not it is ordered on a month to month or volume term basis. Any attempt to model the variety of scenarios would therefore be voluminous and burdensome and unnecessary.

Likewise, pricing for the UNE loop components is clearly provided in the price list and varies based on loop type and by rate bands.

However, Sprint provides the following example that can assist FDN in modeling various scenarios. The diagram illustrates a commingled EEL with the special access transport between Altamonte and Winter Park and the UNE loop served out of Winter Park. It terminates to a collocation arrangement in Altamonte since collocation is a requirement for access to EELs (47 C.F.R. §51.318).



The special access elements that could apply (depending upon what was ordered) and associated month to month access rates are as follows:

Service	Rate Element	Quantity	Intrastate Zone 1 Non-recurring Charge	Interstate Zone 1 Non-recurring Charge
DS1	Channel Termination (CT)	1	360.00	180.00
DS1	Channel Mileage Facility (CMF)	6	NA	NA
DS1	Channel Mileage Termination (CMT)	1	NA	NA
DS1	DS1 to DS0 Mux	1	175.00	150.00
DS3	Channel Termination (CT)	1	400.00	200.00
DS3	Channel Mileage Facility (CMF)	6	NA	NA
DS3	Channel Mileage Termination (CMT)	1	NA	NA
DS3	DS3 to DS1 Mux	1	212.00	100.00

The most common UNE elements that could apply (depending upon what was ordered and how it was ordered) are as follows:

UNE Rate Element	Non-Recurring Charge
Trip Charge	18.88
Manual Service Order	28.10
Electronic Service Order	3.82

000021

2 Wire Loop Cooperative Testing	46.71
4 Wire Loop Cooperative Testing	66.99
Loop Make-UP Information	5.90
2-Wire Analog	111.24 (First line) 52.73 (Each additional)
4-Wire Analog Band 2	144.33 (First line) 85.82 (Each additional)
2-Wire xDSL Capable	106.81 (First line) 48.30 (Each additional)
4-Wire xDSL Capable	138.23 (First line) 79.75 (Each additional)
2-Wire Digital	169.14 (First line) 108.10 (Each additional)
2-Wire ISDN-BRI Digital Loop	169.14 (First line) 108.10 (Each additional)
4-Wire Digital Loop (no Electronics)	240.90 (First line) 179.85 (Each additional)
Digital 56k/64k Loop Band 2	169.14 (First line) 108.10 (Each additional)
DS1 Service and ISDN PRI Loop	325.88 (First line) 177.61 (Each additional)
Loop Conditioning	May apply if CLEC requests (see UNE price list)

There is no charge currently for the facility connecting the UNE loop with the special access transport. Sprint initially took the position that this facility would be purchased from the wholesale tariff; however, upon further review, it determined that a UNE rate would be more appropriate. If the end to end circuit were 100% special access the channel termination charge for the facility to the end user premises would recover the cost of providing this connection. If the end to end circuit were 100% UNE the UNE multiplexing charge includes the cost of this facility.

Sprint will commingle the facilities with the non-recurring charges as shown and forego any separate charge for the facility in question. Sprint, may, at some future time, develop pricing for that element. If it does, it will only seek to apply the rate on a prospective basis in accordance with the terms and conditions in the interconnection agreement.

Using the information above, if FDN were to order a DS1 UNE loop commingled with intrastate DS3 special access transport, the following NRCs would apply, assuming that the UNE loop was ordered electronically, a trip charge was required, and FDN requested cooperative testing.

Rate Element	NRC
DS3 Channel Termination (CT)	400.00
DS3 Channel Mileage Facility (CMF)	NA
DS3 Channel Mileage Termination (CMT)	NA
DS3 to DS1 Mux	212.00
Trip Charge	18.88
Electronic Service Order	3.82

000022

4-Wire Cooperative Testing	66.99
DS1 UNE Loop Installation	325.88
Total NRC	1,027.57

This level of non-recurring charge would apply to the initial installation of the DS3 transport and DS3/DS1 multiplexing. The installation of subsequent DS1 loops terminated to the special access multiplexer would be $415.57 (trip charge, electronic service order, 4-wire cooperative testing, DS1 UNE Loop Installation).

83. State how Sprint accounts for exempt material dollars and how exempt material dollars are associated with each account.

Response: See Sprint's objections previously filed on June 13, 2005.

84. Identify and provide the bases for all modeling assumptions regarding the average distance between splices for aerial, buried, and underground copper cable.

Response: See Sprint's objections previously filed on June 13, 2005.

85. Identify and provide the bases for all modeling assumptions regarding the estimation of the percent of active strands assumption in SLCM, by density zone.

Response: See Sprint's objections previously filed on June 13, 2005.

86. Identify and provide the bases for all modeling assumptions used to generate FDI size, quantity, and zone allocations.

Response: See Sprint's objections previously filed on June 13, 2005.

87. Identify and provide the basis for the average feeder stub length assumed in SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

88. Identify and provide the basis for the mix of aerial and buried drop wires assumed in the SLCM. To the extent that the mix is based on expert opinion, identify the expert and

000023

provide a detailed description of why the mix of aerial and buried drop wires used in Sprint's SLCM is appropriate.

Response: See Sprint's objections previously filed on June 13, 2005.

89. Identify and provide the basis for the business and residential premises termination information (mix of NIDs/block terminals, etc.), used in Sprint's model.

Response: See Sprint's objections previously filed on June 13, 2005.

90. Identify and provide the basis for the cable distances assumed in SLCM and explain how Sprint assures they reflect only those distances that would be necessary to support the services assumed on each route.

Response: See Sprint's objections previously filed on June 13, 2005.

91. Identify on a route-by-route basis, the number of UNE transport circuits purchased by FDN from Sprint (whether as part of an EEL or otherwise) on routes which Sprint maintains are unimpaired pursuant to the standards of the TRRO and on routes where Sprint maintains that a CLEC can order no more than 10 DS-1 transport circuits.

Response:

Sprint provided FDN with the list of Sprint's wire centers that qualify as Tier 1 or Tier 2 via e-mail on April 28, 2005 and provided FDN the basis for the wire centers meeting the qualification, either number of business lines or fiber based collocators, on May 27, 2005. In addition, the point to point transport route table in the price list that has been provided to FDN explicitly shows which routes have met the DS1 and/or DS3 threshold. Accordingly, the prices for these routes on the price list have been adjusted to reflect the increase allowed by the FCC in the TRRO.

FDN should maintain its own records regarding how many circuits it has as well as where they are and with the above information be able to determine which circuits will be impacted by the status of the wire centers as well as the cap of 10 DS1 circuits on each route.

92. Identify the total amount of intrastate access revenues and minutes billed by Sprint to FDN for services in 2004.

Response: In addition to Sprint's general objections previously filed on June 13, 2005, Sprint objects to this interrogatory because the information requested is information that is equally available to FDN as it is to Sprint and, via its receipt of Sprint's bills, should already be in FDN's possession.

000024

Response: See Sprint's objections previously filed on June 13, 2005.

7. Provide a complete copy of any documentation that establishes the planned percentage of DLCs that will be deployed solely as Universal or "double-ended" DLCs in Sprint Florida's network, including the basis for the decision regarding how much, where, and under what conditions, Universal or "double-ended" DLC will be deployed.

Response: See Sprint's objections previously filed on June 13, 2005.

8. For the ten largest outside plant construction projects done in the last three years, provide all pre-job cost estimates, and post-job actual cost data, including invoices and other documentation as well as statements of work performed, time required, and costs of each activity, at the most granular level of detail available, for the following: (a) installation of feeder and distribution cable, (b) installation of DLC RT Cabinet equipment; (c) 672 and 2016 DLC-RT installation; (d) DLC COT deployment; (e) terminal block and distribution terminal installation and deployment; and (f) FDI installation.

Response: See Sprint's objections previously filed on June 13, 2005.

9. Provide copies of any standards, such as standard time increments or functional time increments, for all activities related to elements in the cost models, including, but not limited to, the following: (a) installation of copper and fiber cables; (b) installation of distribution terminals and FDIs. Also identify the basis for all such standards.

Response: See Sprint's objections previously filed on June 13, 2005.

10. Provide an electronic copy of all documents concerning, referring or relating to any and all internal or external validation tests or studies that have been performed on SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

11. Page 29 of the Loop Documentation manual states, "The maximum loop length of a CSA is 12kft for 19, 22, or 24 gauge cables and 9kft for 26 gauge cables. All CSA loops must be unloaded and should not consist of more than two gauges of cable." This documentation cites Bellcore Notes on the Networks, SR-2275, Issue 3, December 1997, Section 12.1.4 page 12-5. Provide all updated engineering guidelines and resulting current maximum loop length practices.

Response: See Sprint's objections previously filed on June 13, 2005.

12. Please provide copies of the most current TPI or C.A. Turner indices used by Sprint Florida and an analysis of plant investment by account and by vintage restated to current or replacement cost.

Response: See Sprint's objections previously filed on June 13, 2005.

13. Provide copies of the instructions used in preparing cost studies relied on by for the NRCs in Sprint Florida.

Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLHO0107
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

July 27, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Notice of Service of Sprint's Supplemental Responses to FDN's 1st Set of Interrogatories and 1st Production of Documents.

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

If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosure

000028

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail on this 27th day of July, 2005 to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Cole, Rayird & Braverman, LLP
1919 Pennsylvania Ave. NW, Ste. 200
Washington, DC 20006

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

REVISED CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a copy of Sprint's Supplemental Responses and attachments to FDN's 1st Set of Interrogatories and Production of Documents were served by electronic mail on the 27th day of July, 2005. A corrected copy of the supplemental responses were sent by electronic mail, Fed Ex or Hand Delivery this 28th day of July, 2005 to the following:

Kira Scott *
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds *
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac *
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Cole, Rayird & Braverman, LLP
1919 Pennsylvania Ave. NW, Ste. 200
Washington, DC 20006

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

* Hand Delivery

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP
	)	Filed: July 27, 2005

SPRINT'S NOTICE OF SERVICE OF SPRINT'S SUPPLEMENTAL RESPONSES TO FDN'S FIRST SET OF INTERROGATORIES AND POD'S

NOTICE IS HEREBY GIVEN that in accordance with the Prehearing Officer's ruling on FDN's Motion to Compel, that a copy of Sprint-Florida, Incorporated ("Sprint") Supplemental Responses to FDN's 1st Set of Interrogatories and POD's were submitted via electronic and US mail on July 27, 2005 to Mathew Feil at mfeil@mail.fdn.com 2301 Lucien Way Suite 200 Maitland, FL 32751. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 27th day of July, 2005.

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464 Served: July 27, 2005

SPRINT'S SUPPLEMENTAL RESPONSE TO FDN COMMUNICATIONS' FIRST SET OF INTERROGATORIES (NOS. 1 -93) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-15)

Pursuant to the Prehearing Officer's ruling on FDN's Motion to Compel and pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, and, by and through its undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Supplemental Responses to FDN's First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on June 3, 2005.

Interrogatory	Prepared by	Title
3	James M. Maples	Regulatory Affairs Manager
4	James M. Maples	Regulatory Affairs Manager
5	James M. Maples	Regulatory Affairs Manager
6	James M. Maples	Regulatory Affairs Manager
7	James M. Maples	Regulatory Affairs Manager
8	James M. Maples	Regulatory Affairs Manager
9	James M. Maples	Regulatory Affairs Manager
10	James M. Maples	Regulatory Affairs Manager
11	James M. Maples	Regulatory Affairs Manager
13	James M. Maples	Regulatory Affairs Manager
52	James M. Maples	Regulatory Affairs Manager
73	Jimmy Davis	Senior Manager – Network Costing
91	James M. Maples	Regulatory Affairs Manager
92	Peter Sywenki	Director – Regulatory Policy

INTERROGATORIES

3. Identify and provide the count of UNE loops that Sprint provides that are provided: a) on a standalone basis and b) as part of a UNE-P arrangement between 1996 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: Sprint does not have information available for 1996 through 2000. For 2001 through 2004, UNE-L and UNE-P lines are as follows:

	UNE-L	UNE-P
2001	6,144	22
2002	8,304	3,547
2003	9,966	13,191
2004	10,956	26,426

4. Provide all projections of the total number and/or percentage of UNE loops that Sprint expects to provide between 2004 and 2010.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: Sprint completes a unit forecast that starts out at a state by state level, but subsequent adjustments are allocated to the state totals. Forecasts beyond 2008 are not available. Sprint's projection of UNE loops for Florida is:

2004 10,956

2005 11,950

2006 13,300

2007 14,300

2008 14,650

5. Provide the number of customers served by Sprint in Florida by year over the past five years, broken out by residential or business customers and by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See Attachment to Interrogatory No. 5.

6. Provide the number of Sprint working lines in Florida by year over the past five years, broken out by residential or business customers and by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See Attachment to Interrogatory No. 6.

7. Provide Sprint's average number of lines per customer in Florida by year over the past five years, broken out by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See Attachment 7.

8. Identify separately the number of residential and business Sprint lines in Florida (broken out by urban, suburban, and rural zones) that have the following number of lines per location:

- 1 line per location;
- 2 lines per location;
- Between 3 and 6 lines per location;
- Between 7 and 25 lines per location;
- Between 26 and 50 lines per location;
- Between 51 and 100 lines per location;
- Between 101 and 200 lines per location;
- Between 201 and 300 lines per location;
- Between 301 and 400 lines per location;
- Between 401 and 600 lines per location;
- 601 or more lines per location.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See Attachment 8.

9. Identify separately the number of residential and business Sprint lines in Florida (broken out by urban, suburban, and rural zones) that have the following number of lines per customer:

- **1 line per customer;**
- **2 lines per customer;**
- **Between 3 and 6 lines per customer;**
- **Between 7 and 25 lines per customer;**

- **Between 26 and 50 lines per customer;**
- **Between 51 and 100 lines per customer;**
- **Between 101 and 200 lines per customer;**
- **Between 201 and 300 lines per customer;**
- **Between 301 and 400 lines per customer;**
- **Between 401 and 600 lines per customer;**
- **601 or more lines per customer.**

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See Sprint's response to Interrogatory No. 8.

10. Identify by wirecenter the number of DS-1 two wire copper loops in use in Sprint's Florida network in 2001, 2002, 2003 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See Attachment to Interrogatory 10.

11. Identify by wirecenter the number of DS-1 four wire fiber loops in use in Sprint's Florida network in 2001, 2002, 2003 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: Zero. There is no such thing as a four wire fiber loop.

13. Identify the number of customers that are currently provided service with feeder cable terminating at the customer's premise and the percent that represents of all customers served.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: Sprint does not serve any customers with feeder cable; customers are served from distribution cable. As of the end of April of this year, Sprint provided services via 2,879 pair gain devices with feeder cables and had 1,135,063 customers served behind those pair gains, representing approximately 54.6% of our total customers in Florida.

52. Please discuss Sprint's position of whether IDLC based DS0 loops can be offered on an unbundled basis as UNE loops.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: An IDLC loop is a hybrid loop. A hybrid loop, as defined by the FCC, is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant (47 C.F.R. §51.319(a)(2)).

ILECs have an obligation to provide narrowband services over hybrid loops by either providing a DS0 using time division multiplexing or a spare home-run copper loop (47 C.F.R. §51.319(a)(2)(iii)).

ILECs do not have an obligation to provide access to the packet switching facilities, features, functions, and capabilities of its hybrid loops (47 C.F.R. §51.319(a)(2)(i)).

Sprint's interconnection agreement as offered to FDN and not currently the subject of dispute contains the following terms specifically for providing narrowband hybrid loops.

44.10. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

44.10.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will

44.10.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or

44.10.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

73. Identify any and all databases and/or operational support systems that provide detailed information on outside plant design, rearrangements, additions, removals and other activity relative to the design and makeup characteristics needed to provision customer services?

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: The databases and/or systems utilized are the Customer Loop Assignment System (CLAS), Network Integrated Data Architecture (NIDA), Access Care, Mapviewer, 4-Tel, and Engineering Work Order (EWO).

Descriptions of these databases and/or systems:

Customer Loop Assignment System (CLAS)
CLAS is a system which maintains four databases: Cable Terminal, Cable Pair, Central Office Lines and Willserve. CLAS provides automated inquiry, ordering, assignment and maintenance of facilities through service and repair order processing.

Network Integrated Data Architecture (NIDA)
Integrated system of Operational Data Stores, Network Data Warehouse and data marts which receives data from various operational support systems and sends "integrated" data back to some of these distributed systems. The Network Data Warehouse information includes: switch

information, circuit and facility information, service address, trouble tickets, telephone number assignment, access care, CLAS integration and forecasting and planning links.

Access Care
A Nortel metallic loop testing system that provides remote test capability through field-mounted TollGrade Digitest Units as well most of Sprint's legacy test systems, such as 4-Tel.

Mapviewer
OSP facility viewing tool. Software used with EWO to locate maps, attach and detach adjacent maps, add redline text, elements and features, search for text, display attributes of an element, run loop makeup's and print.

4-Tel
Teradyne testing system

Engineering Work Order (EWO)
Core OSP Engineering system. Engineering design tool that maintains the master network model through the work order process.

91. **Identify on a route-by-route basis, the number of UNE transport circuits purchased by FDN from Sprint (whether as part of an EEL or otherwise) on routes which Sprint maintains are unimpaired pursuant to the standards of the TRRO and on routes where Sprint maintains that a CLEC can order no more than 10 DS-1 transport circuits.**

Response: Sprint provided FDN with the list of Sprint's wire centers that qualify as Tier 1 or Tier 2 via e-mail on April 28, 2005 and provided FDN the basis for the wire centers meeting the qualification, either number of business lines or fiber based collocators, on May 27, 2005. In addition, the point to point transport route table in the price list that has been provided to FDN explicitly shows which routes have met the DS1 and/or DS3 threshold. Accordingly, the prices for these routes on the price list have been adjusted to reflect the increase allowed by the FCC in the TRRO.

FDN should maintain its own records regarding how many circuits it has as well as where they are and with the above information be able to determine which circuits will be impacted by the status of the wire centers as well as the cap of 10 DS1 circuits on each route.

Supplemental Response: See attached spreadsheet "FDN_UNE_Transport_EEL_0605.xls".

92. **Identify the total amount of intrastate access revenues and minutes billed by Sprint to FDN for services in 2004.**

Response: In addition to Sprint's general objections previously filed on June 13, 2005, Sprint objects to this interrogatory because the information requested is information that is equally available to FDN as it is to Sprint and, via its receipt of Sprint's bills, should already be in FDN's possession.

Supplemental Response: Sprint billed $194,445 in intrastate access revenues and 3,601,739 intrastate access minutes for services to FDN in 2004.

See, also, Attachment to Interrogatory No. 92.

REQUESTS FOR PRODUCTION

2. Provide all documents referred to, relied upon or related to Sprint's answers to FDN's First Set of Interrogatories.

Response: See Sprint's objections previously filed on June 13, 2005.

Supplemental Response: See attachments to Interrogatory Nos. 5-8, Interrogatory No. 10, Interrogatory No. 91 and Interrogatory No. 92.

Generally, specific responsive documents do not exist as the information provided in response to the Interrogatories is extracted from voluminous Sprint data bases that contain extensive information concerning all of Sprint's facilities and customers, which are not relevant to this arbitration or within the scope of these Interrogatories. To create documents based on the extracted information is beyond the scope of Sprint's production obligations under the Florida Rules of Civil Procedure (Rule, 1.280 and Rule 1.350).

DATED this 27th day of July, 2005.

Susan S. Masterton

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

000038

Sprint Florida Attachment to Int. No. 5

Interrogatory 5 **Customers**

Business	Total	**2000**	**2001**	**2002**	**2003**	**2004**
	Commerce Ctr	61,335	67,585	71,863	79,032	87,279
	Rural	22,259	23,806	24,747	26,520	28,240
	Urban	34,892	37,832	39,863	43,284	46,762
	Undefined	26,515	16,050	7,234	7,485	6,616
	Total	145,001	145,273	143,707	156,321	168,897

		2000	**2001**	**2002**	**2003**	**2004**
Residential	Total	1,311,255	1,308,624	1,314,756	1,319,384	1,309,791
	Commerce Ctr	746,978	749,873	758,813	760,950	751,720
	Rural	218,796	212,657	211,213	212,010	210,892
	Urban	345,481	346,094	344,730	346,424	347,179
	Total	1,311,255	1,308,624	1,314,756	1,319,384	1,309,791

Note:
Urban exchanges are found in the Top 100 MSAs, Rural exchanges are outside any MSA boundary, and Commerce Centers are located in non-Top 100 MSAs.

Sprint Florida Attachment to Int. No. 6

Interrogatory 6 **Access Lines**

		2000	2001	2002	2003	2004
Business	Total	408,912	408,969	407,638	431,413	463,876
	Commerce Ctr	219,319	231,104	239,300	251,060	270,288
	Rural	44,442	48,143	50,137	53,941	58,513
	Urban	83,390	90,864	96,655	104,237	112,385
	Undefined	61,761	38,858	21,546	22,175	22,690
	Total	408,912	408,969	407,638	431,413	463,876
Residential	Total	1,551,459	1,544,804	1,517,755	1,491,850	1,458,534
	Commerce Ctr	882,886	885,750	876,082	859,808	836,950
	Rural	251,791	246,851	241,394	238,788	234,505
	Urban	416,782	412,203	400,279	393,254	387,079
	Total	1,551,459	1,544,804	1,517,755	1,491,850	1,458,534

Note:
Urban exchanges are found in the Top 100 MSAs, Rural exchanges are outside any MSA boundary, and Commerce Centers are located in non-Top 100 MSAs.

Sprint Florida Attachment to Int. No. 7

Interrogatory 7 **Average Number of Lines per Customer**

		2000	2001	2002	2003	2004
Business	Total					
	Commerce Ctr	3.58	3.42	3.33	3.18	3.10
	Rural	2.00	2.02	2.03	2.03	2.07
	Urban	2.39	2.40	2.42	2.41	2.40
	Undefined	2.33	2.42	2.98	2.96	3.43
	Total	2.82	2.82	2.84	2.76	2.75
Residential	Total					
	Commerce Ctr	1.18	1.18	1.15	1.13	1.11
	Rural	1.15	1.16	1.14	1.13	1.11
	Urban	1.21	1.19	1.16	1.14	1.11
	Total	1.18	1.18	1.15	1.13	1.11

Note:
Urban exchanges are found in the Top 100 MSAs, Rural exchanges are outside any MSA boundary, and Commerce Centers are located in non-Top 100 MSAs.

Interrogatory 8 Lines per Location

Residential			1 LINE	2 LINES	3 Lines and Over	Total
	2000	Commerce Ctr	619,833	223,822	39,231	882,886
		Rural	187,704	55,492	8,595	251,791
		Urban	282,896	107,940	25,946	416,782
		Total	1,090,433	387,254	73,772	1,551,459
	2001	Commerce Ctr	631,373	209,762	44,615	885,750
		Rural	183,423	52,338	11,090	246,851
		Urban	290,289	96,520	25,394	412,203
		Total	1,105,085	358,620	81,099	1,544,804
	2002	Commerce Ctr	656,230	182,182	37,670	876,082
		Rural	184,883	47,292	9,219	241,394
		Urban	297,839	81,190	21,250	400,279
		Total	1,138,952	310,664	68,139	1,517,755
	2003	Commerce Ctr	675,065	152,908	31,835	859,808
		Rural	188,687	42,014	8,087	238,788
		Urban	307,130	68,170	17,954	393,254
		Total	1,170,882	263,092	57,876	1,491,850
	2004	Commerce Ctr	677,787	131,538	27,625	836,950
		Rural	190,218	37,370	6,917	234,505
		Urban	313,264	58,882	14,933	387,079
		Total	1,181,269	227,790	49,475	1,458,534

Note:
Urban exchanges are found in the Top 100 MSAs, Rural exchanges are outside any MSA boundary, and Commerce Centers are located in non-Top 100 MSAs.

Interrogatory 8 **Lines per Location**

Business

COMMERCE CENTER

LINE CATEGORY	2000	2001	2002	2003	2004
1 Line	24,637	26,867	28,134	31,081	35,573
2 Lines	20,646	23,534	25,442	28,576	33,058
3 - 6 Lines	50,667	56,055	60,584	66,309	73,453
7 - 25 Lines	40,148	43,513	46,125	47,873	50,663
26 - 50 Lines	8,096	8,641	7,846	8,044	8,020
51 - 100 Lines	4,189	4,027	4,075	3,767	3,731
101 - 200 Lines	1,840	2,057	2,457	2,297	2,646
201 - 300 Lines	1,937	1,906	1,360	1,841	1,649
301 - 400 Lines	321	358	308	311	308
401 - 600 Lines	1,591	1,545	1,608	1,641	1,540
over 601 Lines	65,247	62,601	61,361	59,320	59,647
TOTAL	219,319	231,104	239,300	251,060	270,288

RURAL

LINE CATEGORY	2000	2001	2002	2003	2004
1 Line	9,787	10,307	10,609	11,484	12,647
2 Lines	6,468	7,164	7,608	8,266	9,304
3 - 6 Lines	14,187	15,521	16,396	17,662	19,216
7 - 25 Lines	9,940	10,936	11,184	11,758	12,318
26 - 50 Lines	1,930	2,011	2,086	2,509	2,494
51 - 100 Lines	886	862	790	564	604
101 - 200 Lines	309	424	438	440	643
201 - 300 Lines	-	-	-	247	240
301 - 400 Lines	-	-	-		
401 - 600 Lines	935	918	1,026	1,011	1,047
over 601 Lines	-	-	-	-	-
TOTAL	44,442	48,143	50,137	53,941	58,513

URBAN

LINE CATEGORY	2000	2001	2002	2003	2004
1 Line	14,317	15,353	15,922	17,451	19,489
2 Lines	10,530	11,716	12,416	13,642	15,710
3 - 6 Lines	23,667	26,029	28,299	30,337	33,553
7 - 25 Lines	19,549	21,021	22,591	23,927	25,044
26 - 50 Lines	2,687	3,277	4,161	4,226	4,341
51 - 100 Lines	2,381	2,830	2,779	3,177	2,979
101 - 200 Lines	2,791	4,545	4,023	4,263	4,084
201 - 300 Lines	1,873	757	1,172	1,494	1,475
301 - 400 Lines	2,126	2,081	1,382	1,421	1,765
401 - 600 Lines	967	2,081	2,449	2,039	1,575
over 601 Lines	2,502	1,174	1,461	2,260	2,370
TOTAL	83,390	90,864	96,655	104,237	112,385

UNDEFINED

LINE CATEGORY	2000	2001	2002	2003	2004
1 Line	9,218	5,481	1,266	1,425	1,577
2 Lines	7,558	4,430	812	884	1,020
3 - 6 Lines	11,593	5,608	1,477	1,596	2,006
7 - 25 Lines	14,736	6,985	2,797	2,864	2,965
26 - 50 Lines	3,565	1,951	496	574	585
51 - 100 Lines	1,013	571	363	465	192
101 - 200 Lines	745	633	665	692	815
201 - 300 Lines	-	204	207	212	224
301 - 400 Lines	-	310	344	316	648
401 - 600 Lines	2,378	1,980	2,033	2,534	1,963
over 601 Lines	10,955	10,705	11,086	10,613	10,695
TOTAL	61,761	38,858	21,546	22,175	22,690

TOTAL

LINE CATEGORY	2000	2001	2002	2003	2004
1 Line	57,959	58,008	55,931	61,441	69,286
2 Lines	45,202	46,844	46,278	51,368	59,092
3 - 6 Lines	100,114	103,213	106,756	115,904	128,228
7 - 25 Lines	84,373	82,455	82,697	86,422	90,990
26 - 50 Lines	16,278	15,880	14,589	15,353	15,440
51 - 100 Lines	8,469	8,290	8,007	7,973	7,506
101 - 200 Lines	5,685	7,659	7,583	7,692	8,188
201 - 300 Lines	3,810	2,867	2,739	3,794	3,588
301 - 400 Lines	2,447	2,749	2,034	2,048	2,721
401 - 600 Lines	5,871	6,524	7,116	7,225	6,125
over 601 Lines	78,704	74,480	73,908	72,193	72,712
TOTAL	408,912	408,969	407,638	431,413	463,876

Information for 2W copper loops spreadsheet in response to Interrogatory 10:

1: There are duplications of Circuit ID's in instances where we have the A and the Z leg in our serving area. I considered having only one instance reported, but wanted to insure, absolutely, that the 2 wire leg was reported.

Also, it is possible that one end of a given circuit can be 4 wire and the other end can be 2 wire. I wanted to be certain that we captured the 2 wire end.

2: Column A is UTFP which is the internal code for the Florida data base.

3: Column I is the date of the in-service of the associated SSO, this may or may not be the original in-service date for the circuit, it is the earliest in-service date for an SSO that is in CIRAS.

4: CIRAS is an Engineering data base, as such, circuits are removed from CIRAS upon disconnect, therefore, circuits disconnected prior to July 27, 2005, are not included in this report since the records of these disconnected circuits have been removed from CIRAS.

5: Column C is the CLLI Code for the office or roadside device that actually interfaces the customer location by cable pair.

7: Column D is the CLLI Code for the far end office for that leg of the circuit. This may be the Central Office that interfaces the IXC or CLEC, etc., or it may be the far end serving office on a point to point circuit that would correspond to the CLLI Code reflected in item 6.

8. Column E is the CLEI Code for the piece of equipment that establishes the fact that the circuit is fed over two physical conductors (one pair) within the exchange cable.

9. Column F is the event from which the date reflected in column I is taken.

10. Column G is the SSO Number that the above (item 9) is taken from.

11. Column H is the Action Code indicator. W indicates a working circuit.

If you have any question, pleas call me or E-mail me and I will respond as soon as possible.

Instance	Sct Bellcore Id	Sct Sit Sell Serving Office	Sct Sit Sell Far End Brdg Off	Pos Eqt Code	Evn Evt Type	Sct Sso Number	Sct Action Code	Most Recent Svc Order
UTFP	10.HCGS.612990..UFLG	ALSPFLFYRLA	WNPKFLXA	T1L8M0KCAA	DD	N556758	W	Mar-05
UTFP	10.HCGS.626048..UFLG	ALSPFLFYRLA	LKBRFLXADS1	T1L8M0KCAA	DD	N575373	W	Jul-05
UTFP	15.HCGS.616867..UFLG	ALSPFLFYRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N562975	W	Apr-05
UTFP	15.HCGS.626299..UFLG	ALSPFLFYRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N575684	W	Jul-05
UTFP	10.HCGS.618684..UFLG	ALSPFLFYRLC	LKBRFLXADS1	T1L8M0KCAA	DD	N565859	W	May-05
UTFP	77.HCXU.802295..UFLG	ALSPFLGJRL0	ALSPFLXADS0	T1L8M0KCAA	DD	N574777	W	Jul-05
UTFP	10.HCGS.617409..UFLG	ALSPFLGJRL1	ALSPFLXADS0	T1L8M0KCAA	DD	N563942	W	Apr-05
UTFP	30.HCGS.620325..UFLG	ALSPFLGJRL1	ALSPFLXA	T1L8M0KCAA	DD	N568629	W	May-05
UTFP	58.HCGS.743721..SB	ALSPFLGJRL1	ORLDFLMACMZ	T1L8M0KCAA	DD	N556859	W	Mar-05
UTFP	75.HCGS.614019..UFLG	ALSPFLGJRL1	WNPKFLXAPS0	T1L8M0KCAA	DD	N558334	W	Mar-05
UTFP	77.HCXU.802103..UFLG	ALSPFLGJRL1	ALSPFLXADS0	T1L8M0KCAA	DD	N565442	W	May-05
UTFP	77.HCXU.802137..UFLG	ALSPFLGJRL1	ALSPFLXADS0	T1L8M0KCAA	DD	N566555	W	May-05
UTFP	10.HCGS.612561..UFLG	ALSPFLIDRLB	WNPKFLXAPS0	T1L8M0KCAA	DD	N556015	W	Feb-05
UTFP	10.HCGS.618815..UFLG	ALSPFLIDRLB	WNPKFLXAW03	T1L8M0KCAA	DD	N566100	W	May-05
UTFP	10.HCGS.620423..UFLG	ALSPFLIDRLB	LKBRFLXA	T1L8M0KCAA	DD	N568847	W	May-05
UTFP	15.HCGS.613923..UFLG	ALSPFLIDRLB	ORLEFLCFH01	T1L8M0KCAA	DD	N558197	W	Apr-05
UTFP	15.HCGS.613924..UFLG	ALSPFLIDRLB	ORLEFLCFH01	T1L8M0KCAA	DD	N558198	W	Apr-05
UTFP	15.HCGS.613925..UFLG	ALSPFLIDRLB	ORLEFLCFH01	T1L8M0KCAA	DD	N558199	W	Jul-05
UTFP	15.HCGS.613926..UFLG	ALSPFLIDRLB	ORLEFLCFH01	T1L8M0KCAA	DD	N558200	W	Jul-05
UTFP	58.HCGS.745102..SB	ALSPFLIDRLB	ORLDFLMA42E	T1L8M0KCAA	DD	N570142	W	Jun-05
UTFP	75.HCGS.625249..UFLG	ALSPFLIDRLB	WNPKFLXA	T1L8M0KCAA	DD	N574435	W	Jun-05
UTFP	30.HCGS.612925..UFLG	ALSPFLJCRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N556720	W	Mar-05
UTFP	30.HCGS.615217..UFLG	ALSPFLJCRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N560191	W	Apr-05
UTFP	75.HCGS.617886..UFLG	ALSPFLJCRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N564694	W	May-05
UTFP	77.HCXU.802240..UFLG	ALSPFLJCRLA	ALSPFLXA	T1L8M0KCAA	DD	N572498	W	Jun-05
UTFP	10.HCGS.621216..UFLG	ALSPFLJERL0	LKBRFLXA	T1L8M0KCAA	DD	N570053	W	Jun-05
UTFP	77.HCXU.802059..UFLG	ALSPFLJERL0	LKBRFLXADS1	T1L8M0KCAA	DD	N563799	W	Apr-05
UTFP	83.HCXU.801964..UFLG	ALSPFLJERL0	ALSPFLXADS0	T1L8M0KCAA	DD	N559473	W	Mar-05
UTFP	83.HCXU.801965..UFLG	ALSPFLJERL0	ALSPFLXA	T1L8M0KCAA	DD	N559474	W	Mar-05
UTFP	83.HCXU.801966..UFLG	ALSPFLJERL0	ALSPFLXADS0	T1L8M0KCAA	DD	N559475	W	Mar-05
UTFP	10.HCGS.612747..UFLG	ALSPFLU0018	WNPKFLXAPS0	T1L8M0KCAA	DD	N556496	W	Mar-05
UTFP	83.HCXU.801848..UFLG	ALSPFLU0018	WNPKFLXA	T1L8M0KCAA	DD	N551642	W	Feb-05
UTFP	10.HCGS.341881..UFLG	ALSPFLXA	ALSPFLXADS0	VAR1JBSAAA	DD	C493989	W	Feb-04
UTFP	10.HCGS.575711..UFLG	ALSPFLXA	ALSPFLXADS0	VAR1JBSAAA	DD	N494944	W	Feb-04
UTFP	10.HCGS.612848..UFLG	ALSPFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N556627	W	Mar-05
UTFP	10.HCGS.612849..UFLG	ALSPFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N556628	W	Mar-05
UTFP	10.HCGS.613416..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N557432	W	Mar-05
UTFP	10.HCGS.614219..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N558638	W	Mar-05
UTFP	10.HCGS.615415..UFLG	ALSPFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N560493	W	Mar-05
UTFP	10.HCGS.616933..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N563105	W	Apr-05
UTFP	10.HCGS.617002..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563165	W	Apr-05
UTFP	10.HCGS.617003..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563166	W	Apr-05
UTFP	10.HCGS.617208..UFLG	ALSPFLXA	MTLDFLXAW01	T1L8M0KCAA	DD	N563560	W	Apr-05
UTFP	10.HCGS.619027..UFLG	ALSPFLXA	WNPKFLXA	T1L8M0KCAA	DD	N566393	W	May-05
UTFP	10.HCGS.619028..UFLG	ALSPFLXA	WNPKFLXA	T1L8M0KCAA	DD	N566394	W	May-05
UTFP	10.HCGS.619199..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N566661	W	May-05
UTFP	10.HCGS.620435..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N568880	W	May-05
UTFP	10.HCGS.625734..UFLG	ALSPFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N574986	W	Jul-05
UTFP	10.HCGS.626401..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N575838	W	Jul-05
UTFP	10.HCGS.627419..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N576854	W	Jul-05
UTFP	10.HCGS.627673..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N577137	W	Jul-05
UTFP	15.HCGS.611949..UFLG	ALSPFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N554589	W	Feb-05
UTFP	15.HCGS.611950..UFLG	ALSPFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N554590	W	Feb-05

000046

UTFP	15.HCGS.614467..UFLG	ALSPFLXA	ORLEFLKTH01	T1L8M0KCAA	DD	N558954	W	Mar-05
UTFP	15.HCGS.616861..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N562972	W	Apr-05
UTFP	15.HCGS.617052..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563301	W	Apr-05
UTFP	15.HCGS.617053..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563302	W	Apr-05
UTFP	15.HCGS.625001..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N574054	W	Jul-05
UTFP	15.HCGS.625779..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N575103	W	Jul-05
UTFP	30.HCGS.622025..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N571162	W	Jun-05
UTFP	30.HCGS.622045..UFLG	ALSPFLXA	ALSPFLXAH19	T1L8M0KCAA	DD	N571183	W	Jun-05
UTFP	30.HCGS.622111..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N571273	W	Jun-05
UTFP	30.HCGS.622757..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N572201	W	Jun-05
UTFP	50.HCGS.626000..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N575334	W	Jul-05
UTFP	77.HCXU.801852..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N552355	W	Feb-05
UTFP	77.HCXU.802016..UFLG	ALSPFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N561527	W	Apr-05
UTFP	77.HCXU.802076..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N564326	W	Apr-05
UTFP	77.HCXU.802107..UFLG	ALSPFLXA	ALSPFLXAH18	T1L8M0KCAA	DD	N565511	W	Apr-05
UTFP	77.HCXU.802190..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N569798	W	May-05
UTFP	77.HCXU.802198..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N569741	W	May-05
UTFP	77.HCXU.802304..UFLG	ALSPFLXA	ALSPFLXA	T1L8M0KCAA	DD	N575211	W	Jul-05
UTFP	83.HCXU.802088..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N564686	W	Apr-05
UTFP	83.HCXU.802127..UFLG	ALSPFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N566277	W	Apr-05
UTFP	83.HCXU.802239..UFLG	ALSPFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N572548	W	Jun-05
UTFP	83.HCXU.802345..UFLG	ALSPFLXA	WNPKFLXA	T1L8M0KCAA	DD	N577627	W	Jul-05
UTFP	60.HCFX.492634..UFLG	ALSPFLXADS0	LGWDFLXB	T1L8M0KCAA	DD	E382462	W	May-05
UTFP	60.HCFX.505230..UFLG	ALSPFLXADS0	ALSPFLXADS0	T1L8M0KCAA	DD	E380848	W	Mar-05
UTFP	60.HCFX.567820..UFLG	ALSPFLXAK01	LGWDFL1A050	T1L8M0KCAA	DD	E380894	W	Mar-05
UTFP	10.HCGS.611603..UFLG	ALSPFLXB	ALSPFLXAW01	T1L8M0KCAA	DD	N553330	W	Feb-05
UTFP	10.HCGS.627499..UFLG	ALSPFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N576929	W	Jul-05
UTFP	75.HCGS.617612..UFLG	ALSPFLXB	WNPKFLXAW03	T1L8M0KCAA	DD	N564282	W	Apr-05
UTFP	75.HCGS.617967..UFLG	ALSPFLXB	WNPKFLXAPS0	T1L8M0KCAA	DD	N564828	W	Apr-05
UTFP	77.HCXU.802164..UFLG	ALSPFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N568396	W	May-05
UTFP	77.HCXU.802259..UFLG	ALSPFLXB	ALSPFLXA	T1L8M0KCAA	DD	N573155	W	Jun-05
UTFP	10.HCGS.613199..UFLG	ALSPFLXC	MTLDFLXADS1	T1L8M0KCAA	DD	N557154	W	Mar-05
UTFP	10.HCGS.613273..UFLG	ALSPFLXC	ALSPFLXADS0	T1L8M0KCAA	DD	N557204	W	Mar-05
UTFP	10.HCGS.613274..UFLG	ALSPFLXC	ALSPFLXADS0	T1L8M0KCAA	DD	N557205	W	Mar-05
UTFP	10.HCGS.614819..UFLG	ALSPFLXC	WNPKFLXA6MD	T1L8M0KCAA	DD	N559567	W	Mar-05
UTFP	10.HCGS.615149..UFLG	ALSPFLXC	ALSPFLXADS0	T1L8M0KCAA	DD	N560113	W	Mar-05
UTFP	10.HCGS.615254..UFLG	ALSPFLXC	WNPKFLXAPS0	T1L8M0KCAA	DD	N560241	W	Mar-05
UTFP	10.HCGS.615985..UFLG	ALSPFLXC	MTLDFLXAW01	T1L8M0KCAA	DD	N561520	W	Apr-05
UTFP	10.HCGS.622477..UFLG	ALSPFLXC	WNPKFLXAPS0	T1L8M0KCAA	DD	N571824	W	Jun-05
UTFP	10.HCGS.624096..UFLG	ALSPFLXC	WNPKFLXAPS0	T1L8M0KCAA	DD	N573085	W	Jun-05
UTFP	15.HCGS.614029..UFLG	ALSPFLXC	MTLDFLXADS1	T1L8M0KCAA	DD	N558338	W	Mar-05
UTFP	15.HCGS.616956..UFLG	ALSPFLXC	ETVLFLAFH01	T1L8M0KCAA	DD	C569946	W	May-05
UTFP	15.HCGS.622135..UFLG	ALSPFLXC	MTLDFLXA	T1L8M0KCAA	DD	N571304	W	Jul-05
UTFP	30.HCGS.625977..UFLG	ALSPFLXC	ALSPFLXADS0	T1L8M0KCAA	DD	N575315	W	Jul-05
UTFP	58.HCGS.743416..SB	ALSPFLXC	ORLDFLCLDS0	T1L8M0KCAA	DD	N552749	W	Feb-05
UTFP	58.HCGS.744017..SB	ALSPFLXC	ORLDFLMADS1	T1L8M0KCAA	DD	N559914	W	Mar-05
UTFP	75.HCGS.605370..UFLG	ALSPFLXC	WNPKFLXAW03	VAR1JBSAAA	DD	E381096	W	Feb-05
UTFP	75.HCGS.605586..UFLG	ALSPFLXC	WNPKFLXADS1	T1L8M0KCAA	DD	E380910	W	Feb-05
UTFP	75.HCGS.606971..UFLG	ALSPFLXC	WNPKFLXADS1	T1L8M0KCAA	DD	E381563	W	Mar-05
UTFP	75.HCGS.617895..UFLG	ALSPFLXC	WNPKFLXAW03	T1L8M0KCAA	DD	N564706	W	May-05
UTFP	75.HCGS.618277..UFLG	ALSPFLXC	WNPKFLXAPS0	T1L8M0KCAA	DD	N565243	W	Apr-05
UTFP	75.HCGS.619051..UFLG	ALSPFLXC	WNPKFLXAPS0	T1L8M0KCAA	DD	N566433	W	May-05
UTFP	77.HCXU.801869..UFLG	ALSPFLXC	MTLDFLXAW01	T1L8M0KCAA	DD	N553187	W	Feb-05
UTFP	77.HCXU.802197..UFLG	ALSPFLXC	ALSPFLXA	T1L8M0KCAA	DD	N569717	W	May-05
UTFP	10.HCGS.625422..UFLG	ALSPFLXD	WNPKFLXAPS0	T1L8M0KCAA	DD	N574689	W	Jul-05
UTFP	10.HCGS.625423..UFLG	ALSPFLXD	WNPKFLXAPS0	T1L8M0KCAA	DD	N574690	W	Jul-05
UTFP	15.HCFS.622786..UFLG	ALSPFLXD	MTLDFLXADS1	T1L8M0KCAA	DD	N572225	W	Jun-05

000047

UTFP	15.HCFS.622799..UFLG	ALSPFLXD	MTLDFLXADS1	T1L8M0KCAA	DD	N572231	W	Jun-05
UTFP	15.HCGS.617139..UFLG	ALSPFLXD	MTLDFLXADS1	T1L8M0KCAA	DD	N563439	W	Apr-05
UTFP	15.HCGS.617390..UFLG	ALSPFLXD	MTLDFLXADS1	T1L8M0KCAA	DD	N563919	W	Apr-05
UTFP	10.HCGS.620858..UFLG	ALSPFLXG	LKBRFLXAW03	T1L8M0KCAA	DD	N569487	W	May-05
UTFP	10.HCGS.625387..UFLG	ALSPFLXG	LKBRFLXADS1	T1L8M0KCAA	DD	N574652	W	Jul-05
UTFP	10.HCGS.626368..UFLG	ALSPFLXG	LKBRFLXAW03	T1L8M0KCAA	DD	N575766	W	Jul-05
UTFP	15.HCGS.611917..UFLG	ALSPFLXG	MTLDFLXADS1	T1L8M0KCAA	DD	N554493	W	Mar-05
UTFP	15.HCGS.613148..UFLG	ALSPFLXG	ORLEFLKTH01	T1L8M0KCAA	DD	N557082	W	Mar-05
UTFP	15.HCGS.613149..UFLG	ALSPFLXG	ORLEFLKTH01	T1L8M0KCAA	DD	N557083	W	Mar-05
UTFP	15.HCGS.614174..UFLG	ALSPFLXG	ORLEFLKTH01	T1L8M0KCAA	DD	N558536	W	Mar-05
UTFP	15.HCGS.616846..UFLG	ALSPFLXG	MTLDFLXADS1	T1L8M0KCAA	DD	N562954	W	Apr-05
UTFP	15.HCGS.620936..UFLG	ALSPFLXG	MTLDFLXAW02	T1L8M0KCAA	DD	N569614	W	May-05
UTFP	60.HCFX.624696..UFLG	ALSPFLXG	LKBRFLXADS1	T1L8M0KCAA	DD	N573731	W	Jul-05
UTFP	75.HCGS.621385..UFLG	ALSPFLXG	WNPKFLXAPS0	T1L8M0KCAA	DD	N570276	W	Jun-05
UTFP	83.HCXU.801916..UFLG	ALSPFLXG	ALSPFLXA	T1L8M0KCAA	DD	N556734	W	Mar-05
UTFP	83.HCXU.802217..UFLG	ALSPFLXG	ALSPFLXAH18	T1L8M0KCAA	DD	N570908	W	Jun-05
UTFP	15.HCGS.618880..UFLG	ALVAFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N566187	W	Jun-05
UTFP	15.HCGS.622185..UFLG	ALVAFLXARS1	FTMYFLXADS0	T1L8M0KCAA	DD	N571411	W	Jun-05
UTFP	10.HCGS.613153..UFLG	APPKFLAPRLA	ORLFFLFF1MD	T1L8M0KCAA	DD	N557085	W	Mar-05
UTFP	10.HCGS.616426..UFLG	APPKFLAPRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N562311	W	Apr-05
UTFP	15.HCGS.614543..UFLG	APPKFLAPRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N559064	W	Mar-05
UTFP	15.HCGS.615378..UFLG	APPKFLAPRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N560466	W	Apr-05
UTFP	30.HCFS.625775..UFLG	APPKFLAPRLA	WNPKFLXA	T1L8M0KCAA	DD	N575097	W	Jul-05
UTFP	30.HCGS.571749..UFLG	APPKFLAPRLA	WNPKFLXADS1	VAR1JBSAAA	DD	N491209	W	Jan-04
UTFP	30.HCGS.613624..UFLG	APPKFLAPRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N557760	W	Mar-05
UTFP	83.HCXU.802260..UFLG	APPKFLAPRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N573110	W	Jun-05
UTFP	15.HCGS.617129..UFLG	APPKFLCVRLA	ETVLFLAFH01	T1L8M0KCAA	DD	N563431	W	Apr-05
UTFP	15.HCGS.614471..UFLG	APPKFLDFRLA	ORLEFLKTH01	T1L8M0KCAA	DD	N558960	W	Mar-05
UTFP	10.HCGS.611240..UFLG	APPKFLDLRLA	LKBRFLXADS1	T1L8M0KCAA	DD	N552307	W	Feb-05
UTFP	10.HCGS.616525..UFLG	APPKFLDLRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N562398	W	Apr-05
UTFP	10.HCGS.616702..UFLG	APPKFLDLRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N562748	W	Apr-05
UTFP	15.HCGS.617230..UFLG	APPKFLDLRLA	ORLEFLKTH01	T1L8M0KCAA	DD	N563604	W	Apr-05
UTFP	15.HCGS.624357..UFLG	APPKFLDLRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N573397	W	Jun-05
UTFP	83.HCXU.802234..UFLG	APPKFLEP	ALSPFLXA	T1L8M0KCAA	DD	N572226	W	Jun-05
UTFP	10.HCGS.596983..UFLG	APPKFLXA	ALSPFLXADS0	VAR1JBSAAA	DD	N526429	W	Sep-04
UTFP	10.HCGS.614287..UFLG	APPKFLXA	WNPKFLXEH41	T1L8M0KCAA	DD	N558718	W	Mar-05
UTFP	10.HCGS.620792..UFLG	APPKFLXA	MTLDFLXAW01	T1L8M0KCAA	DD	N569378	W	Jun-05
UTFP	15.HCGS.623962..UFLG	APPKFLXA	MTLDFLXA	T1L8M0KCAA	DD	N572884	W	Jun-05
UTFP	10.HCGS.494016..UFLG	APPKFLXADS1	MTLDFLXADS1	VAR1JBSAAA	DD	N503961	W	Apr-04
UTFP	10.HCGS.611674..UFLG	APPKFLXADS1	MTLDFLXADS1	T1L8M0KCAA	DD	N553751	W	Feb-05
UTFP	10.HCGS.611972..UFLG	APPKFLXADS1	MTLDFLXADS1	T1L8M0KCAA	DD	N554643	W	Feb-05
UTFP	77.HCXU.801937..UFLG	APPKFLXADS1	APPKFLXADS1	T1L8M0KCAA	DD	N558695	W	Mar-05
UTFP	83.HCXU.802294..UFLG	APPKFLXADS1	ALSPFLXADS0	T1L8M0KCAA	DD	N574874	W	Jul-05
UTFP	83.HCXU.802310..UFLG	APPKFLXADS1	ALSPFLXADS0	T1L8M0KCAA	DD	N575339	W	Jul-05
UTFP	15.HCGS.611608..UFLG	APPKFLXC	MTLDFLXAW02	T1L8M0KCAA	DD	N553336	W	Mar-05
UTFP	15.HCGS.617044..UFLG	APPKFLXE	MTLDFLXA	T1L8M0KCAA	DD	N563286	W	Apr-05
UTFP	15.HCGS.617407..UFLG	APPKFLXE	ORLEFLCFH01	T1L8M0KCAA	DD	N563940	W	Apr-05
UTFP	15.HCGS.617751..UFLG	APPKFLXE	MTLDFLXADS1	T1L8M0KCAA	DD	N564493	W	Apr-05
UTFP	15.HCGS.614040..UFLG	APPKFLXG	MTLDFLXADS1	T1L8M0KCAA	DD	N558342	W	Mar-05
UTFP	15.HCGS.615379..UFLG	APPKFLXG	MTLDFLXADS1	T1L8M0KCAA	DD	N560467	W	Mar-05
UTFP	58.HCGS.743329..SB	APPKFLXG	ORLDFLMADS1	T1L8M0KCAA	DD	N556616	W	Mar-05
UTFP	75.HCGS.616988..UFLG	APPKFLXG	WNPKFLXAPS0	T1L8M0KCAA	DD	N563153	W	Apr-05
UTFP	75.HCGS.617888..UFLG	APPKFLXG	WNPKFLXAPS0	T1L8M0KCAA	DD	N564701	W	May-05
UTFP	83.HCXU.802052..UFLG	APPKFLXG	ALSPFLXADS0	T1L8M0KCAA	DD	N563630	W	Apr-05
UTFP	83.HCXU.802174..UFLG	APPKFLXG	ALSPFLXA	T1L8M0KCAA	DD	N568904	W	May-05
UTFP	30.HCGS.622162..UFLG	ARCDFLAXRLA	FTMYFLMAFD3	T1L8M0KCAA	DD	N571332	W	Jul-05
UTFP	15.HCGS.625661..UFLG	ARCDFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N574947	W	Jul-05

000048

UTFP	50.HCGS.614115..UFLG	ARCDFLXA	AVPKFLXA1MD	T1L8M0KCAA	DD	N558475	W	Mar-05
UTFP	10.HCFS.620759..UFLG	ARCDFLXADS0	PTCTFLXADS0	T1L8M0KCAA	DD	N569352	W	May-05
UTFP	10.HCGS.612065..UFLG	ARCDFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N554998	W	Feb-05
UTFP	10.YBGS.616771..UFLG	ARCDFLXADS0	FTMYFLXABB0	T1L8M0KCAA	DD	N562839	W	Apr-05
UTFP	15.HCGS.611452..UFLG	ARCDFLXADS0	AVPKFLXA	VAR1JBSAAA	DD	N552820	W	Mar-05
UTFP	30.HCGS.616672..UFLG	ARCDFLXADS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N562660	W	Apr-05
UTFP	15.HCGS.570787..UFLG	AVPKFLAMRL0	FTMYFLXADS0	VAR1JBSAAA	DD	N489720	W	Jan-04
UTFP	15.HCGS.624529..UFLG	AVPKFLAMRL0	KSSMFLXA	T1L8M0KCAA	DD	N573587	W	Jun-05
UTFP	15.HCGS.626341..UFLG	AVPKFLAMRL0	KSSMFLXAPS0	T1L8M0KCAA	DD	N575737	W	Jul-05
UTFP	10.HCGS.611965..UFLG	AVPKFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N554638	W	Feb-05
UTFP	60.HCFX.611355..UFLG	AVPKFLXA	WCHLFL1A011	VAR1JBSAAA	DD	N552611	W	Feb-05
UTFP	15.HCGS.628019..UFLG	BCHMFLXA	FTMYFLXA	T1L8M0KCAA	DD	N577623	W	Jul-05
UTFP	60.HCFX.571927..UFLG	BLVWFLU0000	OCALFLXAK01	VAR1JBSAAA	DD	N491491	W	Feb-04
UTFP	10.HCGS.615451..UFLG	BLVWFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560570	W	Mar-05
UTFP	30.HCGS.627271..UFLG	BLVWFLXA	OCALFLXA	T1L8M0KCAA	DD	N576660	W	Jul-05
UTFP	54.HCGS.705657..SB	BLVWFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N571216	W	Jun-05
UTFP	10.HCGS.617636..UFLG	BLVWFLXE	OCALFLXADS0	T1L8M0KCAA	DD	N564309	W	Apr-05
UTFP	54.HCGS.705507..SB	BLVWFLXE	GSVLFLMADS1	T1L8M0KCAA	DD	N560197	W	Apr-05
UTFP	15.HCGS.611805..UFLG	BLVWFLXF	OCALFLXA	T1L8M0KCAA	DD	N554126	W	Feb-05
UTFP	15.HCGS.618496..CEFL	BNFYFLAORLA	MRNNFLBPRL0	T1L8M0KCAA	DD	N565583	W	May-05
UTFP	50.HCGS.702860..SB	BNFYFLXA	PNCYFLMADS0	T1L8M0KCAA	DD	N556585	W	Mar-05
UTFP	50.HCGS.703023..SB	BNFYFLXA	CHPLFLJAK31	T1L8M0KCAA	DD	N572822	W	Jun-05
UTFP	10.HCGS.625002..UFLG	BNSPFLBHH01	FTMYFL39W01	T1L8M0KCAA	DD	N574055	W	Jun-05
UTFP	10.HCGS.626399..UFLG	BNSPFLBHH01	FTMYFLXADS0	T1L8M0KCAA	DD	N575836	W	Jul-05
UTFP	10.HCGS.627319..UFLG	BNSPFLBHH01	NPLSFLGFW02	T1L8M0KCAA	DD	N576717	W	Jul-05
UTFP	10.HCGS.627931..UFLG	BNSPFLBHH01	FTMYFL39W01	T1L8M0KCAA	DD	N577485	W	Jul-05
UTFP	15.HCGS.617174..UFLG	BNSPFLBHH01	NPLSFLXD	T1L8M0KCAA	DD	N563490	W	Apr-05
UTFP	15.HCGS.625099..UFLG	BNSPFLBHH01	FTMYFLXADS0	T1L8M0KCAA	DD	N574248	W	Jul-05
UTFP	60.HCFX.613373..UFLG	BNSPFLBHH01	BNSPFLXADS1	T1L8M0KCAA	DD	N557335	W	Mar-05
UTFP	60.HCFX.617031..UFLG	BNSPFLBHH01	BNSPFLXADS1	T1L8M0KCAA	DD	N563263	W	Apr-05
UTFP	77.HCXU.802096..UFLG	BNSPFLBHH01	BNSPFLXAW00	T1L8M0KCAA	DD	N564850	W	Apr-05
UTFP	77.HCXU.802270..UFLG	BNSPFLBHH01	BNSPFLXADS1	T1L8M0KCAA	DD	N573308	W	Jun-05
UTFP	83.HCXU.802243..UFLG	BNSPFLBHH01	FTMYFLXADS0	T1L8M0KCAA	DD	N572862	W	Jun-05
UTFP	83.HCXU.801932..UFLG	BNSPFLBHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N559138	W	Mar-05
UTFP	10.HCGS.610275..UFLG	BNSPFLBIRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N549698	W	Feb-05
UTFP	15.HCGS.618773..UFLG	BNSPFLBRH01	FTMYFLXADS0	T1L8M0KCAA	DD	N566065	W	May-05
UTFP	30.HCGS.614067..UFLG	BNSPFLBRH01	FTMYFLXCDS2	T1L8M0KCAA	DD	N558361	W	Apr-05
UTFP	30.HCGS.614756..UFLG	BNSPFLBRH01	FTMYFLXCDS2	T1L8M0KCAA	DD	N559417	W	Apr-05
UTFP	30.HCGS.617045..UFLG	BNSPFLBRH01	FTMYFLXCDS2	T1L8M0KCAA	DD	N563287	W	Apr-05
UTFP	50.HCGS.623108..UFLG	BNSPFLBRH01	FTMYFLXADS0	T1L8M0KCAA	DD	N572547	W	Jun-05
UTFP	60.HCFX.620174..UFLG	BNSPFLBRH01	BNSPFL1A060	T1L8M0KCAA	DD	N568281	W	May-05
UTFP	75.HCGS.618248..UFLG	BNSPFLBRH01	FTMYFLXADS0	T1L8M0KCAA	DD	N565192	W	Apr-05
UTFP	10.HCGS.612978..UFLG	BNSPFLBYRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N556754	W	Apr-05
UTFP	10.HCGS.618819..UFLG	BNSPFLBYRLA	NPLSFLGFW02	T1L8M0KCAA	DD	N566109	W	Jun-05
UTFP	10.HCGS.621589..UFLG	BNSPFLBYRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N570536	W	Jun-05
UTFP	30.HCGS.611845..UFLG	BNSPFLBYRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N554251	W	Mar-05
UTFP	75.HCGS.616529..UFLG	BNSPFLBYRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N562421	W	Apr-05
UTFP	77.HCXU.802031..UFLG	BNSPFLBYRLA	BNSPFLXADS1	T1L8M0KCAA	DD	N562597	W	Apr-05
UTFP	10.HCGS.612395..UFLG	BNSPFLCDRLA	AVPKFLXADS0	T1L8M0KCAA	DD	N555652	W	Mar-05
UTFP	15.HCGS.609960..UFLG	BNSPFLCDRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N549193	W	Feb-05
UTFP	15.HCGS.610553..UFLG	BNSPFLCDRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N550280	W	Feb-05
UTFP	15.HCGS.610841..UFLG	BNSPFLCDRLA	FTMYFLXA	T1L8M0KCAA	DD	N550820	W	Mar-05
UTFP	15.HCGS.618034..UFLG	BNSPFLCDRLA	FTMYFLXAW08	T1L8M0KCAA	DD	N564916	W	Apr-05
UTFP	60.HCFX.605537..UFLG	BNSPFLCDRLA	BNSPFLXADS1	T1L8M0KCAA	DD	N540057	W	Mar-05
UTFP	60.HCFX.616928..UFLG	BNSPFLCDRLA	BNSPFLXADS1	T1L8M0KCAA	DD	N563086	W	Apr-05
UTFP	15.HCGS.626079..UFLG	BNSPFLCIRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N575427	W	Jul-05
UTFP	15.HCGS.626080..UFLG	BNSPFLCIRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N575428	W	Jul-05

000049

UTFP	15.HCGS.626081..UFLG	BNSPFLCIRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N575429	W	Jul-05
UTFP	15.HCGS.610823..UFLG	BNSPFLCIRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N550790	W	Feb-05
UTFP	15.HCGS.612144..UFLG	BNSPFLCIRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N555148	W	Mar-05
UTFP	10.HCGS.611592..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N553285	W	Feb-05
UTFP	10.HCGS.611593..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N553286	W	Feb-05
UTFP	10.HCGS.611594..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N553290	W	Feb-05
UTFP	10.HCGS.612361..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N555628	W	Feb-05
UTFP	10.HCGS.614997..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559824	W	Mar-05
UTFP	10.HCGS.615309..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N560287	W	Mar-05
UTFP	10.HCGS.617333..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N563773	W	Apr-05
UTFP	10.HCGS.620777..UFLG	BNSPFLXA	NPLSFLGFW02	T1L8M0KCAA	DD	N569363	W	May-05
UTFP	10.HCGS.624140..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N573133	W	Jun-05
UTFP	15.HCGS.614458..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558946	W	Mar-05
UTFP	15.HCGS.614459..UFLG	BNSPFLXA	FTMYFL39W01	T1L8M0KCAA	DD	N558947	W	Mar-05
UTFP	15.HCGS.614460..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558948	W	Mar-05
UTFP	15.HCGS.614461..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558949	W	Mar-05
UTFP	15.HCGS.616649..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N562595	W	Apr-05
UTFP	15.HCGS.616650..UFLG	BNSPFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N562596	W	Apr-05
UTFP	30.HCGS.614799..UFLG	BNSPFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N559558	W	Apr-05
UTFP	60.HCFX.616309..UFLG	BNSPFLXA	BNSPFL1A057	T1L8M0KCAA	DD	N562049	W	Apr-05
UTFP	60.HCFX.616309..UFLG	BNSPFLXA	BNSPFLXADS1	T1L8M0KCAA	DD	N562049	W	Apr-05
UTFP	60.HCFX.617031..UFLG	BNSPFLXA	BNSPFL1A058	T1L8M0KCAA	DD	N563263	W	Apr-05
UTFP	77.HCXU.802001..UFLG	BNSPFLXA	BNSPFLXADS1	T1L8M0KCAA	DD	N560889	W	Apr-05
UTFP	83.HCXU.802154..UFLG	BNSPFLXA	FTMYFLXAW18	T1L8M0KCAA	DD	N567360	W	May-05
UTFP	10.HCGS.611172..UFLG	BNSPFLXADS1	FTMYFLXADS0	T1L8M0KCAA	DD	N551640	W	Feb-05
UTFP	15.HCGS.625113..UFLG	BNSPFLXADS1	FTMYFLXADS0	T1L8M0KCAA	DD	N574260	W	Jul-05
UTFP	60.HCFX.605537..UFLG	BNSPFLXADS1	BNSPFLCDRLA	T1L8M0KCAA	DD	N540057	W	Mar-05
UTFP	60.HCFX.613373..UFLG	BNSPFLXADS1	BNSPFLBHH01	T1L8M0KCAA	DD	N557335	W	Mar-05
UTFP	60.HCFX.616928..UFLG	BNSPFLXADS1	BNSPFLXADS1	T1L8M0KCAA	DD	N563086	W	Apr-05
UTFP	60.HCFX.620174..UFLG	BNSPFLXADS1	BNSPFL1A060	T1L8M0KCAA	DD	N568281	W	May-05
UTFP	10.HCGS.627056..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N576388	W	Jul-05
UTFP	10.HCGS.627057..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N576389	W	Jul-05
UTFP	10.HCGS.627058..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N576390	W	Jul-05
UTFP	10.HCGS.627059..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N576391	W	Jul-05
UTFP	15.HCGS.617163..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N563481	W	Apr-05
UTFP	15.HCGS.618770..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N566062	W	May-05
UTFP	15.HCGS.618778..UFLG	BNSPFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N566066	W	May-05
UTFP	10.HCGS.621025..UFLG	BNSPFLXI	FTMYFLXADS0	T1L8M0KCAA	DD	N569802	W	Jun-05
UTFP	30.HCGS.616174..UFLG	BNSPFLXI	FTMYFLXCDS2	T1L8M0KCAA	DD	N561851	W	Apr-05
UTFP	83.HCXU.802042..UFLG	BNSPFLXI	FTMYFLXADS0	T1L8M0KCAA	DD	N563169	W	Apr-05
UTFP	10.HCGS.613258..UFLG	BNSPFLXMRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N557190	W	Mar-05
UTFP	10.HCGS.618708..UFLG	BNSPFLXMRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N565898	W	May-05
UTFP	60.HCFX.619251..UFLG	BSHNFLAHRLA	BSHNFLXARS0	T1L8M0KCAA	DD	N566725	W	Jun-05
UTFP	10.YBGS.616213..UFLG	BSHNFLXA	OCALFLXABB0	T1L8M0KCAA	DD	N561912	W	Apr-05
UTFP	30.HCGS.622836..UFLG	BSHNFLXA	OCALFLATFD3	T1L8M0KCAA	DD	N572257	W	Jun-05
UTFP	50.HCGS.617594..UFLG	BSHNFLXA	OCALFLXAH17	T1L8M0KCAA	DD	N564245	W	Apr-05
UTFP	50.HCGS.625619..UFLG	BSHNFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N574885	W	Jul-05
UTFP	54.HCGS.705412..SB	BSHNFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N552577	W	Feb-05
UTFP	54.HCGS.705467..SB	BSHNFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N557076	W	Mar-05
UTFP	54.HCGS.705767..SB	BSHNFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N576472	W	Jul-05
UTFP	15.HCGS.613437..UFLG	BSHNFLXB	MTLDFLXADS1	T1L8M0KCAA	DD	N557462	W	Mar-05
UTFP	54.HCGS.705673..SB	BVHLFLAHRL1	OCALFLXADS0	T1L8M0KCAA	DD	N572203	W	Jun-05
UTFP	10.HCGS.615449..UFLG	CDSHFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560568	W	Mar-05
UTFP	10.HCGS.616688..UFLG	CDSHFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N562712	W	Apr-05
UTFP	10.HCGS.620091..UFLG	CDSHFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N568139	W	May-05
UTFP	15.HCGS.611701..UFLG	CDSHFLXA	OCALFLXAH17	T1L8M0KCAA	DD	N553809	W	Feb-05
UTFP	15.HCGS.616235..UFLG	CDSHFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N561943	W	Apr-05

000050

UTFP	30.HCGS.619716..UFLG	CDSHFLXA	OCALFLXAH34	T1L8M0KCAA	DD	N567480	W	May-05
UTFP	75.HCGS.619216..CEFL	CFVLFLALRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N566681	W	May-05
UTFP	30.HCGS.624352..CEFL	CFVLFLXA	TLHSFLXA	T1L8M0KCAA	DD	N573391	W	Jul-05
UTFP	50.HCGS.624360..CEFL	CFVLFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N573398	W	Jun-05
UTFP	75.HCGS.626617..CEFL	CFVLFLXA	TLHSFLXA	T1L8M0KCAA	DD	N576012	W	Jul-05
UTFP	15.HCGS.625874..UFLG	CLMTFLATRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N575186	W	Jul-05
UTFP	30.HCGS.626050..UFLG	CLMTFLATRLA	OCALFLXADS0	T1L8M0KCAA	DD	N575375	W	Jul-05
UTFP	50.HCGS.623988..UFLG	CLMTFLATRLA	OCALFLXA	T1L8M0KCAA	DD	N572893	W	Jun-05
UTFP	54.HCGS.705685..SB	CLMTFLAURL0	GSVLFLMADS1	T1L8M0KCAA	DD	N573122	W	Jul-05
UTFP	30.HCGS.625321..UFLG	CLMTFLBHRL0	OCALFLXADS0	T1L8M0KCAA	DD	N574587	W	Jul-05
UTFP	10.HCGS.621384..UFLG	CLMTFLBQRLA	ALSPFLXAW03	T1L8M0KCAA	DD	N570275	W	Jun-05
UTFP	10.HCGS.627684..UFLG	CLMTFLBQRLA	OCALFLXADS0	T1L8M0KCAA	DD	N577145	W	Jul-05
UTFP	30.HCGS.615515..UFLG	CLMTFLBQRLA	OCALFLXAW13	T1L8M0KCAA	DD	N560664	W	Apr-05
UTFP	54.HCGS.705466..SB	CLMTFLBQRLA	GSVLFLMADS0	T1L8M0KCAA	DD	N556829	W	Mar-05
UTFP	60.HCFX.616168..UFLG	CLMTFLBQRLA	CLMTFL1A040	T1L8M0KCAA	DD	N561850	W	Apr-05
UTFP	75.HCGZ.612537..UFLG	CLMTFLBQRLA	OCALFLXADS0	T1L8M0KCAA	DD	N555913	W	Apr-05
UTFP	83.HCXU.802028..UFLG	CLMTFLBQRLA	LSBGFLXADS1	T1L8M0KCAA	DD	N562372	W	Apr-05
UTFP	15.HCGS.625538..UFLG	CLMTFLBURLA	MTLDFLXADS1	T1L8M0KCAA	DD	N574767	W	Jul-05
UTFP	54.HCGS.705565..SB	CLMTFLBURLA	GSVLFLMADS0	T1L8M0KCAA	DD	N563982	W	Apr-05
UTFP	10.HCGS.591688..UFLG	CLMTFLCJRLA	MTLDFLXADS1	T1L8M0KCAA	DD	E383122	W	Apr-05
UTFP	10.HCGS.616336..UFLG	CLMTFLCKRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	E384029	W	Jun-05
UTFP	10.HCGS.616336..UFLG	CLMTFLCKRLA	WNPKFLXAPS0	VAR1JBSAAA	DD	E384029	W	Jun-05
UTFP	10.HCGS.624084..UFLG	CLMTFLCKRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N573070	W	Jun-05
UTFP	10.HCGS.618194..UFLG	CLMTFLCMRL1	OCALFLXADS0	T1L8M0KCAA	DD	N565105	W	May-05
UTFP	30.HCGS.617590..UFLG	CLMTFLCMRL1	OCALFLXADS0	T1L8M0KCAA	DD	N564241	W	Apr-05
UTFP	30.HCGS.621648..UFLG	CLMTFLCMRL1	OCALFLXA	T1L8M0KCAA	DD	N570649	W	Jul-05
UTFP	50.HCGS.621256..UFLG	CLMTFLCNRLA	OCALFLXAH17	T1L8M0KCAA	DD	N570101	W	Jun-05
UTFP	54.HCGS.705563..SB	CLMTFLCQRL1	GSVLFLMADS0	T1L8M0KCAA	DD	N563978	W	Apr-05
UTFP	10.HCGS.622916..UFLG	CLMTFLXA	OCALFLXA	T1L8M0KCAA	DD	N572355	W	Jun-05
UTFP	15.HCGS.612526..UFLG	CLMTFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N555866	W	Feb-05
UTFP	75.HCGS.620676..UFLG	CLMTFLXA	OCALFLXA	T1L8M0KCAA	DD	N569194	W	Jun-05
UTFP	60.HCFX.612261..UFLG	CLTNFLBCRL0	CLTNFLXARS0	T1L8M0KCAA	DD	N555368	W	Mar-05
UTFP	15.HCGS.566304..UFLG	CLTNFLU0018	FTMYFLXADS0	VAR1JBSAAA	DD	N482858	W	Jan-04
UTFP	10.HCGS.612437..UFLG	CLTNFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N555720	W	Feb-05
UTFP	10.HCGS.621733..UFLG	CLTNFLXA	FTMYFLXA	T1L8M0KCAA	DD	N570792	W	Jun-05
UTFP	50.HCGS.614512..UFLG	CLTNFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N559024	W	Apr-05
UTFP	30.HCGS.619801..UFLG	CLTNFLXARS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N567676	W	May-05
UTFP	83.HCXU.801944..UFLG	CPCRFLBPRLA	FTMYFLXC	T1L8M0KCAA	DD	N558667	W	Mar-05
UTFP	10.HCGS.616373..UFLG	CPCRFLBSRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N562160	W	Apr-05
UTFP	15.HCGS.619078..UFLG	CPCRFLBSRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N566481	W	Jun-05
UTFP	15.HCGS.619079..UFLG	CPCRFLBSRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N566482	W	Jun-05
UTFP	10.HCGS.617947..UFLG	CPCRFLBVRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564780	W	Apr-05
UTFP	50.HCGS.625447..UFLG	CPCRFLBVRLA	FTMYFLXA	T1L8M0KCAA	DD	N574698	W	Jun-05
UTFP	60.HCFX.616840..UFLG	CPCRFLBVRLA	CPCRFL1A057	T1L8M0KCAA	DD	N562932	W	Apr-05
UTFP	75.HCGS.621494..UFLG	CPCRFLBVRLA	FTMYFLXA	T1L8M0KCAA	DD	N570427	W	Jun-05
UTFP	83.HCXU.802130..UFLG	CPCRFLBVRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N566171	W	May-05
UTFP	83.HCXU.801927..UFLG	CPCRFLBXRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557921	W	Mar-05
UTFP	83.HCXU.801928..UFLG	CPCRFLBXRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557922	W	Mar-05
UTFP	15.HCGS.618868..UFLG	CPCRFLCARLB	FTMYFLXAW08	T1L8M0KCAA	DD	N566179	W	May-05
UTFP	15.HCGS.619085..UFLG	CPCRFLCARLB	FTMYFLXADS0	T1L8M0KCAA	DD	N566500	W	Jun-05
UTFP	15.HCGS.619086..UFLG	CPCRFLCARLB	FTMYFLXADS0	T1L8M0KCAA	DD	N566501	W	Jun-05
UTFP	15.HCGS.619096..UFLG	CPCRFLCCRL0	FTMYFLXA	T1L8M0KCAA	DD	N566511	W	Jun-05
UTFP	15.HCGS.619097..UFLG	CPCRFLCCRL0	FTMYFLXA	T1L8M0KCAA	DD	N566512	W	Jun-05
UTFP	10.HCGS.612950..UFLG	CPCRFLCORLA	AVPKFLXA	T1L8M0KCAA	DD	N556733	W	Mar-05
UTFP	30.HCGS.611771..UFLG	CPCRFLCORLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N554066	W	Mar-05
UTFP	30.HCGS.621731..UFLG	CPCRFLCORLA	FTMYFLMAFD3	T1L8M0KCAA	DD	N570765	W	Jun-05
UTFP	30.HCGS.625965..UFLG	CPCRFLCORLA	FTMYFLMAFD3	T1L8M0KCAA	DD	N575296	W	Jul-05

000051

UTFP	83.HCXU.801919..UFLG	CPCRFLCORLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557247	W	Mar-05
UTFP	10.HCGS.617055..UFLG	CPCRFLCPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N563303	W	Apr-05
UTFP	10.HCGS.625197..UFLG	CPCRFLCPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N574350	W	Jun-05
UTFP	83.HCXU.802290..UFLG	CPCRFLCPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N574862	W	Jul-05
UTFP	83.HCXU.802330..UFLG	CPCRFLCPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N576768	W	Jul-05
UTFP	10.HCGS.611936..UFLG	CPCRFLXA	FTMYFLXA	T1L8M0KCAA	DD	N554533	W	Feb-05
UTFP	10.HCGS.611937..UFLG	CPCRFLXA	FTMYFLXA	T1L8M0KCAA	DD	N554534	W	Feb-05
UTFP	15.HCGS.615439..UFLG	CPCRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N560510	W	Mar-05
UTFP	15.HCGS.619061..UFLG	CPCRFLXA	FTMYFLXAK31	T1L8M0KCAA	DD	N566446	W	May-05
UTFP	15.HCGS.619900..UFLG	CPCRFLXA	FTMYFLXA	T1L8M0KCAA	DD	N567827	W	Jun-05
UTFP	15.HCGS.619901..UFLG	CPCRFLXA	FTMYFLXA	T1L8M0KCAA	DD	N567828	W	Jun-05
UTFP	60.HCFX.616840..UFLG	CPCRFLXADS0	CPCRFL1A057	T1L8M0KCAA	DD	N562932	W	Apr-05
UTFP	10.HCGS.569049..UFLG	CPCRFLXB	GLGCFLXADS0	VAR1JBSAAA	DD	N486644	W	Dec-03
UTFP	10.HCGS.612912..UFLG	CPCRFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N556715	W	Feb-05
UTFP	10.HCGS.617058..UFLG	CPCRFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N563304	W	Apr-05
UTFP	15.HCGS.617177..UFLG	CPCRFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N563497	W	Apr-05
UTFP	15.HCGS.618810..UFLG	CPCRFLXB	FTMYFLXAW08	T1L8M0KCAA	DD	N566090	W	May-05
UTFP	15.HCGS.620811..UFLG	CPCRFLXB	FTMYFLXA	T1L8M0KCAA	DD	N569434	W	Jun-05
UTFP	15.HCGS.620812..UFLG	CPCRFLXB	FTMYFLXA	T1L8M0KCAA	DD	N569435	W	Jun-05
UTFP	60.HCFX.616804..UFLG	CPCRFLXB	CPCRFL1A059	T1L8M0KCAA	DD	N562882	W	Apr-05
UTFP	75.HCGS.626373..UFLG	CPCRFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N575768	W	Jul-05
UTFP	83.HCXU.802070..UFLG	CPCRFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N564211	W	Apr-05
UTFP	10.HCGS.578118..UFLG	CPCRFLXBDS1	FTMYFLXADS0	VAR1JBSAAA	DD	N497976	W	Mar-04
UTFP	10.HCGS.608710..UFLG	CPCRFLXBDS1	GLGCFLXADS0	T1L8M0KCAA	DD	N546297	W	Feb-05
UTFP	10.HCGS.611926..UFLG	CPCRFLXBDS1	FTMYFLXADS0	T1L8M0KCAA	DD	N554510	W	Feb-05
UTFP	10.HCGS.613872..UFLG	CPCRFLXBDS1	FTMYFLXA	T1L8M0KCAA	DD	N558137	W	Mar-05
UTFP	10.HCGS.619969..UFLG	CPCRFLXBDS1	FTMYFLXADS0	T1L8M0KCAA	DD	N567985	W	May-05
UTFP	60.HCFX.611365..UFLG	CPCRFLXBDS1	CPCRFLXBDS1	T1L8M0KCAA	DD	N552633	W	Mar-05
UTFP	60.HCFX.616214..UFLG	CPCRFLXBDS1	CPCRFL1A063	T1L8M0KCAA	DD	N561917	W	Apr-05
UTFP	60.HCFX.618746..UFLG	CPCRFLXBDS1	CPCRFL1A056	T1L8M0KCAA	DD	N565962	W	May-05
UTFP	60.HCFX.618746..UFLG	CPCRFLXBDS1	CPCRFLXBDS1	T1L8M0KCAA	DD	N565962	W	May-05
UTFP	60.HCFX.616068..UFLG	CPCRFLXBK01	CPCRFL1A060	T1L8M0KCAA	DD	N561665	W	Apr-05
UTFP	60.HCFX.616132..UFLG	CPCRFLXBK01	CPCRFLXE	T1L8M0KCAA	DD	N561804	W	Apr-05
UTFP	10.HCGS.611252..UFLG	CPCRFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N552356	W	Feb-05
UTFP	30.HCGS.618487..UFLG	CPCRFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N565564	W	May-05
UTFP	50.HCGS.622450..UFLG	CPCRFLXD	FTMYFLXA	T1L8M0KCAA	DD	N571778	W	Jun-05
UTFP	15.HCGS.619706..UFLG	CPCRFLXE	FTMYFLXA	T1L8M0KCAA	DD	N567459	W	Jun-05
UTFP	30.HCGS.619622..UFLG	CPCRFLXE	FTMYFLXCDS2	T1L8M0KCAA	DD	N567363	W	May-05
UTFP	30.HCGS.620521..UFLG	CPCRFLXE	FTMYFLXC	T1L8M0KCAA	DD	N568987	W	Jun-05
UTFP	60.HCFX.616132..UFLG	CPCRFLXE	CPCRFLXBK01	T1L8M0KCAA	DD	N561804	W	Apr-05
UTFP	83.HCXU.802030..UFLG	CPCRFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N562589	W	Apr-05
UTFP	83.HCXU.802215..UFLG	CPCRFLXE	FTMYFLXA	T1L8M0KCAA	DD	N570738	W	Jul-05
UTFP	10.HCGS.611277..UFLG	CPCRFLXERL0	FTMYFLXADS0	T1L8M0KCAA	DD	N552420	W	Feb-05
UTFP	10.HCGS.616105..UFLG	CPCRFLXERL0	FTMYFLXADS0	T1L8M0KCAA	DD	N561751	W	Apr-05
UTFP	15.HCGS.626529..UFLG	CPCRFLXERL0	FTMYFLXADS0	T1L8M0KCAA	DD	N575929	W	Jul-05
UTFP	83.HCXU.802317..UFLG	CPCRFLXERL0	FTMYFLXADS0	T1L8M0KCAA	DD	N575984	W	Jul-05
UTFP	15.HCGS.619284..UFLG	CPCRFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N566810	W	May-05
UTFP	15.HCGS.619301..UFLG	CPCRFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N566837	W	Jun-05
UTFP	30.HCGS.616393..UFLG	CPCRFLXFRL1	FTMYFLXCDS2	T1L8M0KCAA	DD	N562199	W	Apr-05
UTFP	60.HCFX.616214..UFLG	CPCRFLXFRL1	CPCRFL1A063	T1L8M0KCAA	DD	N561917	W	Apr-05
UTFP	10.HCGS.619617..UFLG	CPCRFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N567358	W	May-05
UTFP	10.HCGS.621655..UFLG	CPCRFLXG	FTMYFL39W01	T1L8M0KCAA	DD	N570654	W	Jun-05
UTFP	10.HCGS.623055..UFLG	CPCRFLXG	FTMYFLXA	T1L8M0KCAA	DD	N572519	W	Jun-05
UTFP	10.HCGS.623056..UFLG	CPCRFLXG	FTMYFLXA	T1L8M0KCAA	DD	N572520	W	Jun-05
UTFP	10.HCGS.624676..UFLG	CPCRFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N573707	W	Jul-05
UTFP	15.HCGS.620231..UFLG	CPCRFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N568427	W	May-05
UTFP	15.HCGS.621838..UFLG	CPCRFLXG	FTMYFLXAW08	T1L8M0KCAA	DD	N570909	W	Jun-05

000052

UTFP	50.HCGS.620350..UFLG	CPCRFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N568660	W	May-05
UTFP	60.HCFX.616804..UFLG	CPCRFLXG	CPCRFLXBDS1	T1L8M0KCAA	DD	N562882	W	Apr-05
UTFP	77.HCXU.802068..UFLG	CPCRFLXG	CPCRFLXB	T1L8M0KCAA	DD	N564012	W	Apr-05
UTFP	83.HCXU.802119..UFLG	CPCRFLXG	FTMYFLXA	T1L8M0KCAA	DD	N565770	W	May-05
UTFP	50.HCGS.566608..UFLG	CPCRFLXGRL0	FTMYFLXADS0	VAR1JBSAAA	DD	N483222	W	Dec-03
UTFP	83.HCXU.802114..UFLG	CPCRFLXH	FTMYFLXADS0	T1L8M0KCAA	DD	N565673	W	May-05
UTFP	10.HCGS.619610..UFLG	CPCRFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N567354	W	May-05
UTFP	15.HCGS.614242..UFLG	CPCRFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N558663	W	Mar-05
UTFP	15.HCGS.618811..UFLG	CPCRFLXJ	FTMYFLXAW08	T1L8M0KCAA	DD	N566091	W	May-05
UTFP	60.HCFX.616068..UFLG	CPCRFLXJ	CPCRFL1A060	T1L8M0KCAA	DD	N561665	W	Apr-05
UTFP	15.HCGS.615347..UFLG	CPCRFLXJRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N560433	W	Mar-05
UTFP	15.HCGS.621150..UFLG	CPHZFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N569992	W	Jun-05
UTFP	50.HCGS.622929..UFLG	CPHZFLXB	FTMYFLXA	T1L8M0KCAA	DD	N572368	W	Jul-05
UTFP	15.HCGS.618926..UFLG	CPHZFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N566220	W	May-05
UTFP	10.HCGS.617628..UFLG	CRRVFLBDRLA	OCALFLXADS0	T1L8M0KCAA	DD	N564303	W	Apr-05
UTFP	10.HCGS.620580..UFLG	CRRVFLBDRLA	OCALFLXADS0	T1L8M0KCAA	DD	N569083	W	May-05
UTFP	10.HCGS.611969..UFLG	CRRVFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N554639	W	Feb-05
UTFP	15.HCGS.613164..UFLG	CRRVFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N557111	W	Mar-05
UTFP	54.HCGS.705744..SB	CRRVFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N575465	W	Jul-05
UTFP	60.HCFX.620902..UFLG	CRRVFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N569556	W	Jun-05
UTFP	75.HCGS.614631..UFLG	CRRVFLXA	WLWDFLXA	T1L8M0KCAA	DD	N559159	W	Apr-05
UTFP	10.HCGS.626986..UFLG	CRRVFLXC	OCALFLXADS0	T1L8M0KCAA	DD	N576306	W	Jul-05
UTFP	75.HCGS.614020..UFLG	CRRVFLXC	OCALFLXADS0	T1L8M0KCAA	DD	N558335	W	Mar-05
UTFP	30.HCGS.616092..CEFL	CRVWFLBCRLA	CRVWFLXADS0	T1L8M0KCAA	DD	N561739	W	Apr-05
UTFP	48.HCGS.706245..SB	CRVWFLBERL0	PNSCFLFPDS0	VAR1JBSAAA	DD	N489272	W	Jan-04
UTFP	48.HCGS.707401..SB	CRVWFLBMRLA	PNSCFLFPDS0	T1L8M0KCAA	DD	N575139	W	Jul-05
UTFP	15.HCGS.627610..CEFL	CRVWFLCGRL0	FTWBFLXADS0	T1L8M0KCAA	DD	N577023	W	Jul-05
UTFP	15.HCGS.627687..CEFL	CRVWFLCGRL0	FTWBFLXADS0	T1L8M0KCAA	DD	N577162	W	Jul-05
UTFP	60.HCFX.612725..CEFL	CRVWFLCGRL0	CRVWFLXADS0	T1L8M0KCAA	DD	N556455	W	Mar-05
UTFP	60.HCFX.614764..CEFL	CRVWFLCGRL0	CRVWFL1A026	T1L8M0KCAA	DD	N559445	W	Apr-05
UTFP	10.HCGS.614919..CEFL	CRVWFLXA	PNSCFLBLDS0	T1L8M0KCAA	DD	N559684	W	Mar-05
UTFP	15.HCGS.620108..CEFL	CRVWFLXA	FTWBFLCIFD3	T1L8M0KCAA	DD	N568184	W	May-05
UTFP	15.HCGS.620134..CEFL	CRVWFLXA	DFSPFLXB	T1L8M0KCAA	DD	N568221	W	Jun-05
UTFP	15.HCGS.620135..CEFL	CRVWFLXA	DFSPFLXB	T1L8M0KCAA	DD	N568222	W	Jun-05
UTFP	48.HCGS.707480..SB	CRVWFLXA	PNSCFLBLK31	T1L8M0KCAA	DD	N574649	W	Jul-05
UTFP	60.HCFX.612725..CEFL	CRVWFLXA	CRVWFL1A025	T1L8M0KCAA	DD	N556455	W	Mar-05
UTFP	15.HCGS.619932..CEFL	CRVWFLXADS0	DFSPFLXB	T1L8M0KCAA	DD	N567879	W	May-05
UTFP	48.HCGS.707369..SB	CRVWFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N568921	W	May-05
UTFP	48.HCGS.707468..SB	CRVWFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N574266	W	Jun-05
UTFP	48.HCGS.707469..SB	CRVWFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N574267	W	Jun-05
UTFP	48.HCGS.707485..SB	CRVWFLXADS0	PNSCFLBL43E	T1L8M0KCAA	DD	N574790	W	Jul-05
UTFP	48.HCGS.707486..SB	CRVWFLXADS0	PNSCFLBL43E	T1L8M0KCAA	DD	N574952	W	Jul-05
UTFP	60.HCFX.614764..CEFL	CRVWFLXADS0	CRVWFL1A026	T1L8M0KCAA	DD	N559445	W	Apr-05
UTFP	10.HCGS.616110..UFLG	CSLBFLDKRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561763	W	Apr-05
UTFP	10.HCGS.626043..UFLG	CSLBFLDKRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N575365	W	Jul-05
UTFP	15.HCGS.614036..UFLG	CSLBFLDKRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N558344	W	Mar-05
UTFP	15.HCGS.616955..UFLG	CSLBFLDKRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563137	W	Apr-05
UTFP	15.HCGS.626398..UFLG	CSLBFLDKRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N575835	W	Jul-05
UTFP	10.HCGS.552212..UFLG	CSLBFLU0010	ALSPFLXADS0	T1L8M0KCAA	DD	N467270	W	Jul-03
UTFP	10.HCGS.625150..UFLG	CSLBFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N574287	W	Jun-05
UTFP	10.HCGS.626345..UFLG	CSLBFLXA	ALSPFLXAW07	T1L8M0KCAA	DD	N575743	W	Jul-05
UTFP	15.HCFS.622801..UFLG	CSLBFLXA	MTLDFLXA	T1L8M0KCAA	DD	N572232	W	Jun-05
UTFP	15.HCGS.614903..UFLG	CSLBFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N559674	W	Mar-05
UTFP	83.HCXU.801960..UFLG	CSLBFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N559413	W	Mar-05
UTFP	83.HCXU.802214..UFLG	CSLBFLXB	ALSPFLXA	T1L8M0KCAA	DD	N570430	W	May-05
UTFP	10.HCGS.622738..UFLG	CSLBFLXC	ORLDFLMA42E	T1L8M0KCAA	DD	N572175	W	Jun-05
UTFP	83.HCXU.802054..UFLG	CSWYFLXARS1	FTMYFLXADS0	T1L8M0KCAA	DD	N563791	W	Apr-05

000053

UTFP	15.HCGS.620819..CEFL	CTDLFLXARS0	MRNNFLBPRL0	T1L8M0KCAA	DD	N569459	W	Jun-05
UTFP	10.HCGS.613671..UFLG	CYLKFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557818	W	Mar-05
UTFP	10.HCGS.617972..UFLG	CYLKFLXA	FTMYFL39W01	T1L8M0KCAA	DD	N564833	W	Apr-05
UTFP	10.HCGS.624987..UFLG	CYLKFLXA	FTMYFLXA	T1L8M0KCAA	DD	N574042	W	Jul-05
UTFP	10.HCGS.625010..UFLG	CYLKFLXA	FTMYFLXA	T1L8M0KCAA	DD	N574082	W	Jun-05
UTFP	15.HCGS.617261..UFLG	CYLKFLXA	FTMYFLXACM4	T1L8M0KCAA	DD	N563641	W	Apr-05
UTFP	83.HCXU.801979..UFLG	CYLKFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559830	W	Apr-05
UTFP	50.HCGS.606275..UFLG	CYLKFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N541511	W	Feb-05
UTFP	50.HCGS.626528..UFLG	CYLKFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N575927	W	Jul-05
UTFP	60.HCFX.617198..UFLG	CYLKFLXADS0	FTMYFL1A259	T1L8M0KCAA	DD	N563544	W	Apr-05
UTFP	77.HCXU.801891..UFLG	CYLKFLXADS0	CYLKFLXADS0	T1L8M0KCAA	DD	N555287	W	Feb-05
UTFP	83.HCXU.802026..UFLG	CYLKFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N562201	W	Apr-05
UTFP	60.HCFX.617088..UFLG	CYLKFLXAK01	FTMYFL1A263	T1L8M0KCAA	DD	N563345	W	Apr-05
UTFP	15.HCGS.614281..UFLG	CYLKFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N558715	W	Jul-05
UTFP	15.HCGS.614282..UFLG	CYLKFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N558716	W	Jul-05
UTFP	15.HCGS.614283..UFLG	CYLKFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N558717	W	Jul-05
UTFP	15.HCGS.616647..UFLG	CYLKFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N562594	W	Apr-05
UTFP	83.HCXU.801989..UFLG	CYLKFLXBRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N560292	W	Mar-05
UTFP	10.HCGS.620306..UFLG	CYLKFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N568600	W	May-05
UTFP	10.HCGS.623973..UFLG	CYLKFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N572885	W	Jun-05
UTFP	10.HCGS.623974..UFLG	CYLKFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N572886	W	Jun-05
UTFP	10.HCGS.627044..UFLG	CYLKFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N576385	W	Jul-05
UTFP	15.HCGS.618788..UFLG	CYLKFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N566074	W	May-05
UTFP	30.HCGS.617625..UFLG	CYLKFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N564301	W	Apr-05
UTFP	30.HCGS.623972..UFLG	CYLKFLXC	FTMYFLMAFD3	T1L8M0KCAA	DD	N572881	W	Jun-05
UTFP	75.HCGS.619703..UFLG	CYLKFLXC	FTMYFLDZW01	T1L8M0KCAA	DD	N567456	W	May-05
UTFP	77.HCXU.801913..UFLG	CYLKFLXC	CYLKFLXADS0	T1L8M0KCAA	DD	N556653	W	Mar-05
UTFP	77.HCXU.802101..UFLG	CYLKFLXC	CYLKFLXADS0	T1L8M0KCAA	DD	N565440	W	Apr-05
UTFP	77.HCXU.802102..UFLG	CYLKFLXC	CYLKFLXADS0	T1L8M0KCAA	DD	N565461	W	Apr-05
UTFP	77.HCXU.802307..UFLG	CYLKFLXC	CYLKFLXA	T1L8M0KCAA	DD	N575200	W	Jul-05
UTFP	77.HCXU.802332..UFLG	CYLKFLXC	CYLKFLXADS0	T1L8M0KCAA	DD	N576719	W	Jul-05
UTFP	83.HCXU.802139..UFLG	CYLKFLXC	FTMYFLXA	T1L8M0KCAA	DD	N566843	W	May-05
UTFP	10.HCGS.583383..UFLG	CYLKFLXCRS0	GLGCFLXADS0	VAR1JBSAAA	DD	N506430	W	Apr-04
UTFP	10.HCGS.617200..UFLG	CYLKFLXCRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N563546	W	May-05
UTFP	30.HCGS.611327..UFLG	CYLKFLXCRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N552541	W	Feb-05
UTFP	30.HCGS.615233..UFLG	CYLKFLXCRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N560204	W	Mar-05
UTFP	75.HCGS.621987..UFLG	CYLKFLXCRS0	FTMYFLDZW01	T1L8M0KCAA	DD	N571110	W	Jun-05
UTFP	77.HCXU.802160..UFLG	CYLKFLXCRS0	CYLKFLXADS0	T1L8M0KCAA	DD	N568183	W	May-05
UTFP	10.HCGS.615724..UFLG	CYLKFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N561203	W	Mar-05
UTFP	50.HCGS.616107..UFLG	CYLKFLXDRS0	AVPKFLXADS0	T1L8M0KCAA	DD	N561757	W	Apr-05
UTFP	83.HCXU.801885..UFLG	CYLKFLXDRS0	FTMYFLXA	T1L8M0KCAA	DD	N554482	W	Feb-05
UTFP	83.HCXU.801936..UFLG	CYLKFLXDRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N558368	W	Apr-05
UTFP	10.HCGS.612250..UFLG	CYLKFLXE	FTMYFL39W01	T1L8M0KCAA	DD	C570717	W	Jun-05
UTFP	10.HCGS.616829..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N562925	W	Apr-05
UTFP	10.HCGS.617661..UFLG	CYLKFLXE	GLGCFLXADS0	T1L8M0KCAA	DD	N564364	W	May-05
UTFP	10.HCGS.617984..UFLG	CYLKFLXE	GLGCFLXADS0	T1L8M0KCAA	DD	N564845	W	Apr-05
UTFP	10.HCGS.619747..UFLG	CYLKFLXE	GLGCFLXADS0	T1L8M0KCAA	DD	N567524	W	May-05
UTFP	10.HCGS.626766..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N576134	W	Jul-05
UTFP	10.HCGS.626767..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N576135	W	Jul-05
UTFP	15.HCGS.616694..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N562739	W	Apr-05
UTFP	15.HCGS.618992..UFLG	CYLKFLXE	FTMYFLXA	T1L8M0KCAA	DD	N566279	W	May-05
UTFP	15.HCGS.618993..UFLG	CYLKFLXE	FTMYFLXA	T1L8M0KCAA	DD	N566280	W	May-05
UTFP	30.HCGS.611824..UFLG	CYLKFLXE	FTMYFLXCDS2	T1L8M0KCAA	DD	N554153	W	Feb-05
UTFP	30.HCGS.617597..UFLG	CYLKFLXE	FTMYFLXCDS2	T1L8M0KCAA	DD	N564248	W	Apr-05
UTFP	30.HCGS.617605..UFLG	CYLKFLXE	FTMYFLXCDS2	T1L8M0KCAA	DD	N564264	W	Apr-05
UTFP	50.HCGS.616668..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N562641	W	Apr-05
UTFP	60.HCFX.617088..UFLG	CYLKFLXE	CYLKFLXAK01	T1L8M0KCAA	DD	N563345	W	Apr-05

000054

UTFP	75.HCGS.615005..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N559831	W	Mar-05
UTFP	75.HCGS.618757..UFLG	CYLKFLXE	FTMYFLDZW01	T1L8M0KCAA	DD	N566001	W	May-05
UTFP	75.HCGS.620215..UFLG	CYLKFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N568374	W	May-05
UTFP	10.HCGS.611090..UFLG	CYLKFLXERS0	FTMYFL39W01	T1L8M0KCAA	DD	N551351	W	Mar-05
UTFP	10.HCGS.620625..UFLG	CYLKFLXERS0	FTMYFLXADS0	T1L8M0KCAA	DD	N569140	W	May-05
UTFP	10.HCGS.622019..UFLG	CYLKFLXERS0	FTMYFLXADS0	T1L8M0KCAA	DD	N571145	W	Jun-05
UTFP	10.HCGS.622315..UFLG	CYLKFLXERS0	GLGCFLXADS0	T1L8M0KCAA	DD	N571570	W	Jun-05
UTFP	10.HCGS.625070..UFLG	CYLKFLXERS0	FTMYFLXADS0	T1L8M0KCAA	DD	N574226	W	Jun-05
UTFP	15.HCGS.582791..UFLG	CYLKFLXERS0	CYLKFLXA	VAR1JBSAAA	DD	N505468	W	Apr-04
UTFP	30.HCGS.611997..UFLG	CYLKFLXERS0	CYLKFLXB	T1L8M0KCAA	DD	N554693	W	Mar-05
UTFP	83.HCXU.801879..UFLG	CYLKFLXERS0	FTMYFLXA	T1L8M0KCAA	DD	N554737	W	Feb-05
UTFP	83.HCXU.801887..UFLG	CYLKFLXERS0	FTMYFLXADS0	T1L8M0KCAA	DD	N554575	W	Feb-05
UTFP	83.HCXU.801917..UFLG	CYLKFLXERS0	FTMYFLXADS0	T1L8M0KCAA	DD	N556738	W	Apr-05
UTFP	10.HCGS.613417..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N557433	W	Mar-05
UTFP	10.HCGS.619941..UFLG	CYLKFLXF	FTMYFLXAK31	T1L8M0KCAA	DD	N567885	W	May-05
UTFP	10.HCGS.625441..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N574694	W	Jul-05
UTFP	10.HCGS.625743..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N575003	W	Jul-05
UTFP	15.HCGS.619837..UFLG	CYLKFLXF	FTMYFLXA	T1L8M0KCAA	DD	N567763	W	Jun-05
UTFP	15.HCGS.619838..UFLG	CYLKFLXF	FTMYFLXA	T1L8M0KCAA	DD	N567764	W	Jun-05
UTFP	50.HCGS.622782..UFLG	CYLKFLXF	FTMYFLXA	T1L8M0KCAA	DD	N572220	W	Jun-05
UTFP	77.HCXU.801957..UFLG	CYLKFLXF	CYLKFLXADS0	T1L8M0KCAA	DD	N559393	W	Mar-05
UTFP	77.HCXU.801958..UFLG	CYLKFLXF	CYLKFLXADS0	T1L8M0KCAA	DD	N559394	W	Mar-05
UTFP	83.HCXU.801945..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N558795	W	Mar-05
UTFP	83.HCXU.801946..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N558796	W	Mar-05
UTFP	83.HCXU.801947..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N558797	W	Mar-05
UTFP	83.HCXU.801948..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N558798	W	Mar-05
UTFP	83.HCXU.801949..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N558799	W	Mar-05
UTFP	83.HCXU.801950..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N558800	W	Mar-05
UTFP	83.HCXU.802086..UFLG	CYLKFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N564606	W	Apr-05
UTFP	83.HCXU.802257..UFLG	CYLKFLXF	FTMYFLXA	T1L8M0KCAA	DD	N573045	W	Jun-05
UTFP	10.HCGS.611932..UFLG	CYLKFLXFRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N554531	W	Feb-05
UTFP	10.HCGS.614991..UFLG	CYLKFLXFRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N559810	W	Apr-05
UTFP	15.HCGS.612159..UFLG	CYLKFLXFRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N555184	W	Mar-05
UTFP	30.HCGS.614721..UFLG	CYLKFLXFRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N559336	W	Mar-05
UTFP	30.HCGS.622365..UFLG	CYLKFLXFRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N571644	W	Jun-05
UTFP	75.HCGS.612382..UFLG	CYLKFLXFRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N555644	W	Mar-05
UTFP	77.HCXU.801924..UFLG	CYLKFLXFRS0	CYLKFLXA	T1L8M0KCAA	DD	N558175	W	Mar-05
UTFP	10.HCGS.617338..UFLG	CYLKFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N563780	W	Apr-05
UTFP	10.HCGS.622310..UFLG	CYLKFLXG	FTMYFLXAK31	T1L8M0KCAA	DD	N571564	W	Jun-05
UTFP	15.HCGS.617263..UFLG	CYLKFLXG	FTMYFLXACM4	T1L8M0KCAA	DD	N563644	W	Apr-05
UTFP	15.HCGS.618782..UFLG	CYLKFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N566069	W	May-05
UTFP	15.HCGS.619841..UFLG	CYLKFLXG	FTMYFLXA	T1L8M0KCAA	DD	N567768	W	Jul-05
UTFP	15.HCGS.619842..UFLG	CYLKFLXG	FTMYFLXA	T1L8M0KCAA	DD	N567769	W	Jul-05
UTFP	15.HCGS.621590..UFLG	CYLKFLXG	FTMYFLXA	T1L8M0KCAA	DD	N570538	W	Jun-05
UTFP	30.HCGS.623143..UFLG	CYLKFLXG	FTMYFLXCDS2	T1L8M0KCAA	DD	N572601	W	Jun-05
UTFP	60.HCFX.617198..UFLG	CYLKFLXG	FTMYFL1A259	T1L8M0KCAA	DD	N563544	W	Apr-05
UTFP	77.HCXU.801952..UFLG	CYLKFLXG	CYLKFLXADS0	T1L8M0KCAA	DD	N559048	W	Mar-05
UTFP	77.HCXU.802251..UFLG	CYLKFLXG	CYLKFLXA	T1L8M0KCAA	DD	N572911	W	Jun-05
UTFP	77.HCXU.802344..UFLG	CYLKFLXG	CYLKFLXA	T1L8M0KCAA	DD	N577475	W	Jul-05
UTFP	10.HCGS.617318..UFLG	CYLKFLXH	FTMYFLXADS0	T1L8M0KCAA	DD	N563760	W	Apr-05
UTFP	10.HCGS.624025..UFLG	CYLKFLXH	FTMYFLXADS0	T1L8M0KCAA	DD	N572919	W	Jun-05
UTFP	10.HCGS.627129..UFLG	CYLKFLXH	GLGCFLXADS0	T1L8M0KCAA	DD	N576495	W	Jul-05
UTFP	75.HCGS.625440..UFLG	CYLKFLXH	FTMYFLXADS0	T1L8M0KCAA	DD	N574693	W	Jul-05
UTFP	83.HCXU.801912..UFLG	CYLKFLXH	FTMYFLXC	T1L8M0KCAA	DD	N556635	W	Feb-05
UTFP	75.HCGS.612069..UFLG	CYLKFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N555015	W	Feb-05
UTFP	83.HCXU.801923..UFLG	CYLKFLXHRS0	FTMYFLXAW18	T1L8M0KCAA	DD	N557583	W	Mar-05
UTFP	83.HCXU.801953..UFLG	CYLKFLXHRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N559026	W	Mar-05

000055

UTFP	83.HCXU.802300..UFLG	CYLKFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N575130	W	Jun-05
UTFP	10.HCGS.620209..UFLG	CYLKFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N568359	W	May-05
UTFP	10.HCGS.623096..UFLG	CYLKFLXJ	FTMYFL39W01	T1L8M0KCAA	DD	N572544	W	Jun-05
UTFP	50.HCGS.700928..SB	CYVLFLU0000	PNCYFLDAWA1	T1L8M0KCAA	DD	E381413	W	Mar-05
UTFP	10.HCGS.625243..UFLG	DDCYFLXA	OCALFLXA	T1L8M0KCAA	DD	N574427	W	Jun-05
UTFP	15.HCGS.618207..UFLG	DDCYFLXA	MTLDFLXA	T1L8M0KCAA	DD	N565121	W	Apr-05
UTFP	15.HCGS.619360..UFLG	DDCYFLXA	LSBGFLXADS1	T1L8M0KCAA	DD	N567015	W	May-05
UTFP	60.HCFX.617010..UFLG	DDCYFLXA	LSBGFLXAK01	T1L8M0KCAA	DD	N563180	W	Apr-05
UTFP	50.HCGS.620237..UFLG	DDCYFLXADS1	OCALFLXADS0	T1L8M0KCAA	DD	N568462	W	May-05
UTFP	54.HCGS.705768..SB	DDCYFLXADS1	GSVLFLMADS0	T1L8M0KCAA	DD	N576476	W	Jul-05
UTFP	54.HCGS.705619..SB	DDCYFLXC	GSVLFLMADS0	T1L8M0KCAA	DD	N569048	W	May-05
UTFP	10.HCGS.624799..CEFL	DESTFLATRLA	DESTFLXADS0	T1L8M0KCAA	DD	N573817	W	Jun-05
UTFP	48.HCGS.707403..SB	DESTFLATRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N571740	W	Jun-05
UTFP	48.HCGS.707527..SB	DESTFLATRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N577279	W	Jul-05
UTFP	75.HCGS.626696..CEFL	DESTFLATRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N576071	W	Jul-05
UTFP	10.HCGS.622404..CEFL	DESTFLBNRLA	DESTFLXADS0	T1L8M0KCAA	DD	N573560	W	Jun-05
UTFP	30.HCGS.619389..CEFL	DESTFLBNRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N567046	W	Jun-05
UTFP	77.HCXU.800821..CEFL	DESTFLBORLA	DESTFLXADS0	T1L8M0KCAA	DD	N566574	W	May-05
UTFP	77.HCXU.804171..CEFL	DESTFLBORLA	DESTFLXA	T1L8M0KCAA	DD	E382345	W	May-05
UTFP	75.HCGS.610431..CEFL	DESTFLBPRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N550015	W	Mar-05
UTFP	10.HCGS.622074..CEFL	DESTFLBQRLA	DESTFLXADS0	T1L8M0KCAA	DD	N571234	W	Jun-05
UTFP	30.HCGS.616697..CEFL	DESTFLBQRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N562742	W	Apr-05
UTFP	48.HCGS.707504..SB	DESTFLBQRLA	PNSCFLFPDS0	T1L8M0KCAA	DD	N575819	W	Jul-05
UTFP	75.HCGS.615136..CEFL	DESTFLBQRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N560092	W	Apr-05
UTFP	75.HCGS.617989..CEFL	DESTFLBQRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N564851	W	Apr-05
UTFP	77.HCXU.800838..CEFL	DESTFLBQRLA	DESTFLXA	T1L8M0KCAA	DD	N570206	W	Jun-05
UTFP	77.HCXU.800839..CEFL	DESTFLBQRLA	DESTFLXA	T1L8M0KCAA	DD	N570207	W	Jun-05
UTFP	77.HCXU.800847..CEFL	DESTFLBQRLA	DESTFLXA	T1L8M0KCAA	DD	N571291	W	Jun-05
UTFP	77.HCFS.303684..CEFL	DESTFLBRRLA	DESTFLXA	T1L8M0KCAA	DD	E386391	W	Jul-05
UTFP	30.HCGS.625102..CEFL	DESTFLBSRLA	FTWBFLCIFD3	T1L8M0KCAA	DD	N574251	W	Jul-05
UTFP	75.HCGS.615329..CEFL	DESTFLBSRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N560361	W	Apr-05
UTFP	10.HCGS.612996..CEFL	DESTFLBURLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N556766	W	Mar-05
UTFP	15.HCGS.620261..CEFL	DESTFLBURLA	FTWBFLXADS0	T1L8M0KCAA	DD	N568503	W	May-05
UTFP	60.HCFX.617507..CEFL	DESTFLBURLA	DESTFLXADS0	T1L8M0KCAA	DD	N564119	W	Apr-05
UTFP	10.HCGS.622994..CEFL	DESTFLCH	DESTFLXA	T1L8M0KCAA	DD	N572449	W	Jun-05
UTFP	77.HCXU.800865..CEFL	DESTFLCHRLA	DESTFLXADS0	T1L8M0KCAA	DD	N575247	W	Jul-05
UTFP	10.HCGS.621388..CEFL	DESTFLCQRLB	DESTFLXADS0	T1L8M0KCAA	DD	N570280	W	Jun-05
UTFP	10.HCGS.624415..CEFL	DESTFLCQRLB	DESTFLXA	T1L8M0KCAA	DD	N573495	W	Jun-05
UTFP	15.HCGS.620248..CEFL	DESTFLU0025	FTWBFLXADS0	T1L8M0KCAA	DD	N568467	W	May-05
UTFP	10.HCGS.615872..CEFL	DESTFLXA	FTWBFLXA	T1L8M0KCAA	DD	N561386	W	Apr-05
UTFP	10.HCGS.620829..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	N569468	W	May-05
UTFP	30.HCGS.619995..CEFL	DESTFLXA	FTWBFLCIFD3	T1L8M0KCAA	DD	N568011	W	Jun-05
UTFP	30.HCGS.626054..CEFL	DESTFLXA	FTWBFLCIFD3	T1L8M0KCAA	DD	N575382	W	Jul-05
UTFP	48.HCGS.707501..SB	DESTFLXA	PNSCFLBLDS0	T1L8M0KCAA	DD	N575905	W	Jul-05
UTFP	77.HCXU.800734..CEFL	DESTFLXA	DESTFLXADS0	T1L8M0KCAA	DD	N542522	W	Dec-04
UTFP	77.HCXU.800735..CEFL	DESTFLXA	DESTFLXADS0	T1L8M0KCAA	DD	N542523	W	Dec-04
UTFP	77.HCXU.800817..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	N566399	W	May-05
UTFP	77.HCXU.800818..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	N566400	W	May-05
UTFP	77.HCXU.800849..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	N571408	W	Jun-05
UTFP	77.HCXU.800850..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	N571409	W	Jun-05
UTFP	77.HCXU.800851..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	N571410	W	Jun-05
UTFP	77.HCXU.804171..CEFL	DESTFLXA	DESTFLXA	T1L8M0KCAA	DD	E382345	W	May-05
UTFP	15.HCGS.620251..CEFL	DESTFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N568480	W	May-05
UTFP	48.HCGS.707198..SB	DESTFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N561275	W	Apr-05
UTFP	48.HCGS.707370..SB	DESTFLXADS0	PNSCFLBLDS0	T1L8M0KCAA	DD	N569061	W	Jun-05
UTFP	48.HCGS.707429..SB	DESTFLXADS0	PNSCFLBLDS0	T1L8M0KCAA	DD	N572742	W	Jul-05
UTFP	60.HCFX.617482..CEFL	DESTFLXADS0	DESTFL1A055	T1L8M0KCAA	DD	N564065	W	Apr-05

UTFP	77.HCXU.800805..CEFL	DESTFLXADS0	DESTFLXADS0	T1L8M0KCAA	DD	N561860	W	Apr-05
UTFP	10.HCGS.625190..CEFL	DESTFLXB	DESTFLXADS0	T1L8M0KCAA	DD	N574342	W	Jun-05
UTFP	15.HCGS.617416..CEFL	DESTFLXB	FTWBFLXA	T1L8M0KCAA	DD	N563958	W	May-05
UTFP	50.HCGS.626200..CEFL	DESTFLXB	PNSCFLFPDS0	T1L8M0KCAA	DD	N575616	W	Jul-05
UTFP	15.HCGS.615893..CEFL	DESTFLXBRS0	FTWBFLXADS0	T1L8M0KCAA	DD	N561402	W	Apr-05
UTFP	15.HCGS.613488..CEFL	DFSPFLXA	PNSCFLFPDS0	T1L8M0KCAA	DD	N557543	W	Apr-05
UTFP	15.HCGS.613489..CEFL	DFSPFLXA	PNSCFLFPDS0	T1L8M0KCAA	DD	N557544	W	Apr-05
UTFP	48.HCGS.707286..SB	DFSPFLXA	PNSCFLBLK31	T1L8M0KCAA	DD	N564991	W	Apr-05
UTFP	48.HCGS.707516..SB	DFSPFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N577564	W	Jul-05
UTFP	15.HCGS.619932..CEFL	DFSPFLXB	CRVWFLXADS0	T1L8M0KCAA	DD	N567879	W	May-05
UTFP	15.HCGS.620134..CEFL	DFSPFLXB	CRVWFLXA	T1L8M0KCAA	DD	N568221	W	Jun-05
UTFP	15.HCGS.620135..CEFL	DFSPFLXB	CRVWFLXA	T1L8M0KCAA	DD	N568222	W	Jun-05
UTFP	30.HCGS.613376..CEFL	DFSPFLXB	CRVWFLXADS0	T1L8M0KCAA	DD	N557350	W	Mar-05
UTFP	15.HCGS.615891..UFLG	DLTNFLBRRLA	ORCYFLXCRS0	T1L8M0KCAA	DD	N561401	W	Apr-05
UTFP	15.HCGS.617136..UFLG	DLTNFLBRRLA	MTLDFLXA	T1L8M0KCAA	DD	N563436	W	Apr-05
UTFP	10.HCGS.613264..UFLG	DLTNFLBYRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N557197	W	Mar-05
UTFP	58.HCGS.744603..SB	DLTNFLBYRLA	DBRYFLDLK31	T1L8M0KCAA	DD	N565103	W	Apr-05
UTFP	15.HCGS.623210..UFLG	DVPTFLCL	MTLDFLXA	T1L8M0KCAA	DD	N572672	W	Jun-05
UTFP	15.HCGS.615411..UFLG	DVPTFLCLRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N560491	W	Apr-05
UTFP	15.HCGS.617075..UFLG	DVPTFLCLRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563328	W	Apr-05
UTFP	30.HCGS.625873..UFLG	DVPTFLCLRLA	WNPKFLXA	T1L8M0KCAA	DD	N575185	W	Jul-05
UTFP	77.HCXU.802222..UFLG	DVPTFLCLRLA	KSSMFLXBDS1	T1L8M0KCAA	DD	N571118	W	Jun-05
UTFP	15.HCGS.610655..CEFL	ELFDFLXA	FTWBFLCIFD3	T1L8M0KCAA	DD	N550450	W	Mar-05
UTFP	30.HCGS.621628..CEFL	ELFDFLXA	FTWBFLXA	T1L8M0KCAA	DD	N570621	W	Jun-05
UTFP	48.HCGS.707503..SB	ELFDFLXA	PNSCFLBLDS0	T1L8M0KCAA	DD	N575807	W	Jul-05
UTFP	30.HCGS.612068..UFLG	ENTRFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N555013	W	Mar-05
UTFP	58.HCGS.743383..SB	ENTRFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N551390	W	Feb-05
UTFP	58.HCGS.743731..SB	ENTRFLXA	ORLDFLCLDS0	T1L8M0KCAA	DD	N557017	W	Mar-05
UTFP	10.HCGS.617355..UFLG	ESTRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N563794	W	Apr-05
UTFP	15.HCGS.612317..UFLG	ESTRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N555531	W	Mar-05
UTFP	15.HCGS.619115..UFLG	ESTRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N566537	W	May-05
UTFP	15.HCGS.619844..UFLG	ESTRFLXA	FTMYFLXA	T1L8M0KCAA	DD	N567773	W	Jun-05
UTFP	15.HCGS.619845..UFLG	ESTRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N567774	W	Jun-05
UTFP	50.HCGS.626017..UFLG	ESTRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N575349	W	Jul-05
UTFP	77.HCXU.801914..UFLG	ESTRFLXA	BNSPFLXADS1	T1L8M0KCAA	DD	N556914	W	Mar-05
UTFP	10.HCGS.615454..UFLG	ESTSFLARRLA	OCALFLXA	T1L8M0KCAA	DD	N560571	W	Mar-05
UTFP	30.HCGS.613181..UFLG	ESTSFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N557133	W	Mar-05
UTFP	54.HCGS.705460..SB	ESTSFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N556584	W	Mar-05
UTFP	30.HCGS.613171..UFLG	ESTSFLXARS0	OCALFLXADS0	T1L8M0KCAA	DD	N557126	W	Mar-05
UTFP	30.HCGS.613175..UFLG	ESTSFLXARS0	OCALFLXADS0	T1L8M0KCAA	DD	N557130	W	Mar-05
UTFP	10.HCGS.614017..UFLG	EVRGFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558333	W	Mar-05
UTFP	50.HCGS.621536..UFLG	FLCYFLXA	OCALFLXA	T1L8M0KCAA	DD	N570470	W	Jun-05
UTFP	75.HCGS.614634..UFLG	FLCYFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N559161	W	Apr-05
UTFP	15.HCGS.618792..UFLG	FMSHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N566081	W	May-05
UTFP	83.HCXU.802219..UFLG	FMSHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N570972	W	Jun-05
UTFP	83.HCXU.802220..UFLG	FMSHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N570973	W	Jun-05
UTFP	10.HCGS.620420..UFLG	FTMBFLAJRLA	FTMYFLXA	T1L8M0KCAA	DD	N568845	W	May-05
UTFP	10.HCGS.620421..UFLG	FTMBFLAJRLA	FTMYFLXA	T1L8M0KCAA	DD	N568846	W	May-05
UTFP	10.HCGS.614712..UFLG	FTMBFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559315	W	Mar-05
UTFP	15.HCGS.618932..UFLG	FTMBFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N566227	W	May-05
UTFP	15.HCGS.620851..UFLG	FTMBFLXA	FTMYFLXA	T1L8M0KCAA	DD	N569483	W	Jun-05
UTFP	15.HCGS.620852..UFLG	FTMBFLXA	FTMYFLXA	T1L8M0KCAA	DD	N569484	W	Jun-05
UTFP	15.HCGS.614528..UFLG	FTMDFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N559056	W	Mar-05
UTFP	15.HCGS.614529..UFLG	FTMDFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N559057	W	Apr-05
UTFP	15.HCGS.620737..UFLG	FTMDFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N569313	W	May-05
UTFP	50.HCGS.626005..UFLG	FTMDFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N575336	W	Jul-05
UTFP	10.HCGS.621868..UFLG	FTMYFLAB	FTMYFLXADS0	T1L8M0KCAA	DD	N570957	W	Jun-05

000057

UTFP	30.HCGS.618848..UFLG	FTMYFLAB	FTMYFLXCDS2	T1L8M0KCAA	DD	N566166	W	May-05
UTFP	75.HCGS.617581..UFLG	FTMYFLAB	FTMYFLXA	T1L8M0KCAA	DD	N564217	W	May-05
UTFP	10.HCGS.622144..UFLG	FTMYFLBFH06	FTMYFLXADS0	T1L8M0KCAA	DD	N571307	W	Jun-05
UTFP	15.HCGS.618983..UFLG	FTMYFLBFH06	FTMYFLXA	T1L8M0KCAA	DD	N566268	W	May-05
UTFP	15.HCGS.618984..UFLG	FTMYFLBFH06	FTMYFLXA	T1L8M0KCAA	DD	N566269	W	May-05
UTFP	15.HCGS.626407..UFLG	FTMYFLBFH06	FTMYFLXACM4	T1L8M0KCAA	DD	N575843	W	Jul-05
UTFP	75.HCGS.613447..UFLG	FTMYFLBFH06	FTMYFLXADS0	T1L8M0KCAA	DD	N557467	W	Mar-05
UTFP	77.HCXU.802071..UFLG	FTMYFLBFH06	CYLKFLXADS0	T1L8M0KCAA	DD	N564171	W	Apr-05
UTFP	15.HCGS.618563..UFLG	FTMYFLBRH02	FTMYFLXADS0	T1L8M0KCAA	DD	N565669	W	Jun-05
UTFP	15.HCGS.618564..UFLG	FTMYFLBRH02	FTMYFLXADS0	T1L8M0KCAA	DD	N565670	W	Jun-05
UTFP	15.HCGS.618939..UFLG	FTMYFLBRH02	FTMYFLXAW08	T1L8M0KCAA	DD	N566232	W	May-05
UTFP	10.HCGS.622583..UFLG	FTMYFLDBRL1	FTMYFLXA	T1L8M0KCAA	DD	N571953	W	Jul-05
UTFP	10.HCGS.622584..UFLG	FTMYFLDBRL1	FTMYFLXA	T1L8M0KCAA	DD	N571954	W	Jul-05
UTFP	10.HCGS.622585..UFLG	FTMYFLDBRL1	FTMYFLXA	T1L8M0KCAA	DD	N571955	W	Jul-05
UTFP	10.HCGS.624901..UFLG	FTMYFLDBRL1	FTMYFLXA	T1L8M0KCAA	DD	N573957	W	Jun-05
UTFP	10.HCGS.624960..UFLG	FTMYFLDBRL1	FTMYFLXA	T1L8M0KCAA	DD	N574025	W	Jun-05
UTFP	10.HCGS.625975..UFLG	FTMYFLDBRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N575312	W	Jul-05
UTFP	30.HCGS.615740..UFLG	FTMYFLDBRL1	FTMYFLXCDS2	T1L8M0KCAA	DD	N561208	W	Apr-05
UTFP	30.HCGS.615907..UFLG	FTMYFLDBRL1	FTMYFLXC1MD	T1L8M0KCAA	DD	N561429	W	Apr-05
UTFP	30.HCGS.618706..UFLG	FTMYFLDBRL1	FTMYFLXCDS2	T1L8M0KCAA	DD	N565888	W	May-05
UTFP	75.HCGS.621841..UFLG	FTMYFLDBRL1	FTMYFLDZW01	T1L8M0KCAA	DD	N570915	W	Jun-05
UTFP	75.HCGS.626931..UFLG	FTMYFLDBRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N576260	W	Jul-05
UTFP	75.HCGS.626932..UFLG	FTMYFLDBRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N576261	W	Jul-05
UTFP	77.HCXU.802134..UFLG	FTMYFLDBRL1	FTMYFLXC	T1L8M0KCAA	DD	N566413	W	May-05
UTFP	15.HCGS.612163..UFLG	FTMYFLETH01	FTMYFLXADS0	T1L8M0KCAA	DD	N555186	W	Mar-05
UTFP	15.HCGS.618567..UFLG	FTMYFLETH01	FTMYFLXAK31	T1L8M0KCAA	DD	N565675	W	May-05
UTFP	15.HCGS.618568..UFLG	FTMYFLETH01	FTMYFLXAK31	T1L8M0KCAA	DD	N565676	W	May-05
UTFP	77.HCXU.801858..UFLG	FTMYFLILRL0	FTMYFLXC	T1L8M0KCAA	DD	E380871	W	Feb-05
UTFP	77.HCXU.801858..UFLG	FTMYFLILRL0	FTMYFLXC	VAR1JBSAAA	DD	E380871	W	Feb-05
UTFP	77.HCXU.801868..UFLG	FTMYFLILRL0	FTMYFLXC	T1L8M0KCAA	DD	N553074	W	Feb-05
UTFP	77.HCXU.801900..UFLG	FTMYFLILRL0	FTMYFLXCDS2	T1L8M0KCAA	DD	N555791	W	Mar-05
UTFP	77.HCXU.801990..UFLG	FTMYFLILRL0	FTMYFLXCDS2	T1L8M0KCAA	DD	N560291	W	Mar-05
UTFP	50.HCGS.622547..UFLG	FTMYFLIURLA	FTMYFLXA	T1L8M0KCAA	DD	N571934	W	Jun-05
UTFP	77.HCXU.801921..UFLG	FTMYFLIURLA	FTMYFLXC	T1L8M0KCAA	DD	N557123	W	Mar-05
UTFP	77.HCXU.801935..UFLG	FTMYFLIURLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N558413	W	Mar-05
UTFP	30.HCGS.617961..UFLG	FTMYFLKJRL0	FTMYFLXAXSX	T1L8M0KCAA	DD	N564823	W	May-05
UTFP	10.HCGS.571794..UFLG	FTMYFLLKRL0	FTMYFLXADS0	VAR1JBSAAA	DD	N491264	W	Jan-04
UTFP	15.HCGS.612115..UFLG	FTMYFLLKRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N555088	W	Feb-05
UTFP	15.HCGS.619148..UFLG	FTMYFLLKRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N566558	W	Jun-05
UTFP	15.HCGS.619149..UFLG	FTMYFLLKRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N566559	W	Jun-05
UTFP	15.HCGS.620048..UFLG	FTMYFLLKRL0	FTMYFLKSCM0	T1L8M0KCAA	DD	N568097	W	May-05
UTFP	15.HCGS.620794..UFLG	FTMYFLLKRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N569381	W	May-05
UTFP	30.HCGS.624106..UFLG	FTMYFLLKRL0	FTMYFLXC	T1L8M0KCAA	DD	N573087	W	Jul-05
UTFP	15.HCGS.617176..UFLG	FTMYFLLURL0	FTMYFLXADS0	T1L8M0KCAA	DD	N563495	W	Apr-05
UTFP	15.HCGS.617250..UFLG	FTMYFLLURL0	FTMYFLXADS0	T1L8M0KCAA	DD	N563628	W	Apr-05
UTFP	15.HCGS.619102..UFLG	FTMYFLLURL0	FTMYFLXAW08	T1L8M0KCAA	DD	N566519	W	May-05
UTFP	10.HCGS.578286..UFLG	FTMYFLMORL0	FTMYFLXADS0	VAR1JBSAAA	DD	N498259	W	Mar-04
UTFP	10.HCGS.615402..UFLG	FTMYFLMORL0	FTMYFLXADS0	T1L8M0KCAA	DD	N560485	W	Mar-05
UTFP	10.HCGS.619608..UFLG	FTMYFLMORL0	FTMYFLXADS0	T1L8M0KCAA	DD	N567353	W	May-05
UTFP	77.HCXU.801982..UFLG	FTMYFLMORL0	FTMYFLXADS0	T1L8M0KCAA	DD	N559835	W	Mar-05
UTFP	50.HCGS.612626..UFLG	FTMYFLMORLA	AVPKFLXA1MD	T1L8M0KCAA	DD	N556107	W	Mar-05
UTFP	60.HCFX.612220..UFLG	FTMYFLMORLA	FTMYFLXADS0	T1L8M0KCAA	DD	N555267	W	Mar-05
UTFP	10.HCGS.622268..UFLG	FTMYFLMP	FTMYFLXA	T1L8M0KCAA	DD	N571524	W	Jun-05
UTFP	10.HCGS.622269..UFLG	FTMYFLMP	FTMYFLXA	T1L8M0KCAA	DD	N571525	W	Jul-05
UTFP	75.HCGS.617357..UFLG	FTMYFLMP	FTMYFLXADS0	T1L8M0KCAA	DD	N563796	W	Apr-05
UTFP	83.HCXU.801996..UFLG	FTMYFLNLRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N560514	W	Mar-05
UTFP	10.HCGS.611541..UFLG	FTMYFLPSRLA	FTMYFLXA	T1L8M0KCAA	DD	N553113	W	Feb-05

000058

UTFP	50.HCGS.627521..UFLG	FTMYFLPSRLA	FTMYFLXA2MD	T1L8M0KCAA	DD	N576966	W	Jul-05
UTFP	77.HCXU.802189..UFLG	FTMYFLPSRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N569470	W	May-05
UTFP	83.HCXU.802092..UFLG	FTMYFLPURLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564712	W	Apr-05
UTFP	10.HCGS.615101..UFLG	FTMYFLQERLA	FTMYFLXADS0	T1L8M0KCAA	DD	N560035	W	Mar-05
UTFP	77.HCXU.802282..UFLG	FTMYFLQGRLA	CYLKFLXADS0	T1L8M0KCAA	DD	N574356	W	Jun-05
UTFP	77.HCXU.802228..UFLG	FTMYFLQHRLA	CYLKFLXADS0	T1L8M0KCAA	DD	N571902	W	Jun-05
UTFP	10.HCGS.615145..UFLG	FTMYFLRHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N560108	W	Mar-05
UTFP	10.HCGS.614655..UFLG	FTMYFLRKRLA	GLGCFLXADS0	T1L8M0KCAA	DD	N559185	W	Mar-05
UTFP	30.HCGS.612880..UFLG	FTMYFLRKRLA	FTMYFLXA	T1L8M0KCAA	DD	N556655	W	Mar-05
UTFP	50.HCGS.621045..UFLG	FTMYFLRKRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N569815	W	Jun-05
UTFP	50.HCGS.622562..UFLG	FTMYFLRKRLA	FTMYFLXA	T1L8M0KCAA	DD	N571940	W	Jun-05
UTFP	10.HCGS.613567..UFLG	FTMYFLRURLA	NPLSFLGFW02	T1L8M0KCAA	DD	N557681	W	Mar-05
UTFP	10.HCGS.617032..UFLG	FTMYFLRURLA	FTMYFLXADS0	T1L8M0KCAA	DD	N563264	W	Apr-05
UTFP	30.HCGS.615849..UFLG	FTMYFLRURLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N561334	W	Apr-05
UTFP	30.HCGS.626041..UFLG	FTMYFLRURLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N575362	W	Jul-05
UTFP	77.HCXU.802201..UFLG	FTMYFLRURLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N569850	W	Jun-05
UTFP	77.HCXU.802202..UFLG	FTMYFLRURLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N569851	W	Jun-05
UTFP	77.HCXU.801882..UFLG	FTMYFLRZRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N554354	W	Feb-05
UTFP	77.HCXU.801911..UFLG	FTMYFLRZRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N556634	W	Mar-05
UTFP	10.HCGS.615534..UFLG	FTMYFLSHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N560683	W	Mar-05
UTFP	10.HCGS.619305..UFLG	FTMYFLSHRLA	FTMYFLXA	T1L8M0KCAA	DD	N566839	W	May-05
UTFP	10.HCGS.623011..UFLG	FTMYFLSHRLA	FTMYFLXA	T1L8M0KCAA	DD	N572457	W	Jun-05
UTFP	83.HCXU.802166..UFLG	FTMYFLSHRLA	FTMYFLXA	T1L8M0KCAA	DD	N568423	W	May-05
UTFP	83.HCXU.802170..UFLG	FTMYFLSHRLA	FTMYFLXAW18	T1L8M0KCAA	DD	N568428	W	May-05
UTFP	30.HCGS.619449..UFLG	FTMYFLSOH00	FTMYFLXC	T1L8M0KCAA	DD	N567141	W	May-05
UTFP	30.HCGS.619498..UFLG	FTMYFLSOH00	FTMYFLXC	T1L8M0KCAA	DD	N567226	W	May-05
UTFP	30.HCGS.621030..UFLG	FTMYFLSOH00	FTMYFLXC1MD	T1L8M0KCAA	DD	N569809	W	Jun-05
UTFP	30.HCGS.625248..UFLG	FTMYFLSOH00	FTMYFLXADS0	T1L8M0KCAA	DD	N574434	W	Jul-05
UTFP	50.HCGS.624828..UFLG	FTMYFLSOH00	FTMYFLXADS0	T1L8M0KCAA	DD	N573886	W	Jun-05
UTFP	50.HCGS.626698..UFLG	FTMYFLSOH00	FTMYFLXADS0	T1L8M0KCAA	DD	N576074	W	Jul-05
UTFP	50.HCGS.626833..UFLG	FTMYFLSOH00	FTMYFLXADS0	T1L8M0KCAA	DD	N576181	W	Jul-05
UTFP	10.HCGS.611450..UFLG	FTMYFLSRRLA	FTMYFLXAW08	T1L8M0KCAA	DD	N552818	W	Feb-05
UTFP	10.HCGS.612520..UFLG	FTMYFLSRRLA	GLGCFLXADS0	T1L8M0KCAA	DD	N555856	W	Mar-05
UTFP	77.HCXU.801892..UFLG	FTMYFLSRRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N555288	W	Feb-05
UTFP	77.HCXU.801955..UFLG	FTMYFLTZRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N558856	W	Mar-05
UTFP	77.HCXU.802095..UFLG	FTMYFLTZRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564760	W	Apr-05
UTFP	10.HCGS.604415..UFLG	FTMYFLU0024	GLGCFLXADS0	T1L8M0KCAA	DD	E381783	W	Mar-05
UTFP	30.HCGS.621253..UFLG	FTMYFLU0034	FTMYFLXADS0	T1L8M0KCAA	DD	N570093	W	Jun-05
UTFP	77.HCXU.802203..UFLG	FTMYFLU0051	FTMYFLXCDS2	T1L8M0KCAA	DD	N569870	W	May-05
UTFP	10.HCGS.611904..UFLG	FTMYFLU0083	FTMYFLXADS0	T1L8M0KCAA	DD	N554470	W	Feb-05
UTFP	10.HCGS.621151..UFLG	FTMYFLU0083	FTMYFLXADS0	T1L8M0KCAA	DD	N569993	W	May-05
UTFP	10.HCGS.622589..UFLG	FTMYFLU0083	FTMYFLXA	T1L8M0KCAA	DD	N571959	W	Jun-05
UTFP	10.HCGS.622590..UFLG	FTMYFLU0083	FTMYFLXA	T1L8M0KCAA	DD	N571960	W	Jun-05
UTFP	10.HCGS.624817..UFLG	FTMYFLU0083	FTMYFLXADS0	T1L8M0KCAA	DD	N573858	W	Jul-05
UTFP	83.HCXU.801896..UFLG	FTMYFLU0083	FTMYFLXCDS2	T1L8M0KCAA	DD	N555805	W	Mar-05
UTFP	83.HCXU.802065..UFLG	FTMYFLU0083	FTMYFLXADS0	T1L8M0KCAA	DD	N563989	W	Apr-05
UTFP	83.HCXU.802066..UFLG	FTMYFLU0083	FTMYFLXAXSX	T1L8M0KCAA	DD	N563990	W	Apr-05
UTFP	83.HCXU.802108..UFLG	FTMYFLU0083	FTMYFLXA	T1L8M0KCAA	DD	N565523	W	Apr-05
UTFP	83.HCXU.802109..UFLG	FTMYFLU0083	FTMYFLXA	T1L8M0KCAA	DD	N565524	W	Apr-05
UTFP	83.HCXU.802110..UFLG	FTMYFLU0083	FTMYFLXA	T1L8M0KCAA	DD	N565525	W	Apr-05
UTFP	83.HCXU.802286..UFLG	FTMYFLU0083	FTMYFLXADS0	T1L8M0KCAA	DD	N574764	W	Jul-05
UTFP	10.HCGS.615043..UFLG	FTMYFLU0131	FTMYFLXADS0	T1L8M0KCAA	DD	N559954	W	Mar-05
UTFP	10.HCGS.622516..UFLG	FTMYFLU0131	FTMYFLXADS0	T1L8M0KCAA	DD	N571898	W	Jun-05
UTFP	15.HCGS.620793..UFLG	FTMYFLU0131	FTMYFLXADS0	T1L8M0KCAA	DD	N569379	W	May-05
UTFP	30.HCGS.616415..UFLG	FTMYFLU0131	FTMYFLXADS0	T1L8M0KCAA	DD	N562277	W	Apr-05
UTFP	30.HCGS.622955..UFLG	FTMYFLU0131	FTMYFLXADS0	T1L8M0KCAA	DD	N572412	W	Jun-05
UTFP	77.HCXU.802186..UFLG	FTMYFLU0131	FTMYFLXA	T1L8M0KCAA	DD	N569810	W	May-05

000059

UTFP	77.HCXU.802230..UFLG	FTMYFLU0131	FTMYFLXA	T1L8M0KCAA	DD	N573030	W	Jun-05
UTFP	83.HCXU.802342..UFLG	FTMYFLUCRL0	FTMYFLXA	T1L8M0KCAA	DD	N577603	W	Jul-05
UTFP	83.HCXU.802343..UFLG	FTMYFLUCRL0	FTMYFLXA	T1L8M0KCAA	DD	N577604	W	Jul-05
UTFP	30.HCGS.626909..UFLG	FTMYFLUHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N576239	W	Jul-05
UTFP	77.HCXU.802327..UFLG	FTMYFLUHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N576648	W	Jul-05
UTFP	10.HCGS.609134..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	C552387	W	Feb-05
UTFP	10.HCGS.611638..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N553509	W	Feb-05
UTFP	10.HCGS.612839..UFLG	FTMYFLXA	FTMYFLXAW08	T1L8M0KCAA	DD	N556621	W	Mar-05
UTFP	10.HCGS.613798..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558045	W	Mar-05
UTFP	10.HCGS.613994..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558298	W	Mar-05
UTFP	10.HCGS.614837..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559606	W	Mar-05
UTFP	10.HCGS.615657..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N560884	W	Apr-05
UTFP	10.HCGS.615750..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N561215	W	Apr-05
UTFP	10.HCGS.618305..UFLG	FTMYFLXA	FTMYFLXA	T1L8M0KCAA	DD	N565263	W	Jun-05
UTFP	10.HCGS.618306..UFLG	FTMYFLXA	FTMYFLXA	T1L8M0KCAA	DD	N565264	W	Jun-05
UTFP	10.HCGS.619704..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N567457	W	May-05
UTFP	10.HCGS.620239..UFLG	FTMYFLXA	FTMYFLXAW08	T1L8M0KCAA	DD	N568464	W	May-05
UTFP	10.HCGS.620631..UFLG	FTMYFLXA	FTMYFLMAF01	T1L8M0KCAA	DD	N569146	W	May-05
UTFP	30.HCGS.617536..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N564173	W	Apr-05
UTFP	50.HCGS.617582..UFLG	FTMYFLXA	FTMYFLXA2MD	T1L8M0KCAA	DD	N564219	W	Apr-05
UTFP	60.HCFX.612220..UFLG	FTMYFLXA	FTMYFL1A256	T1L8M0KCAA	DD	N555267	W	Mar-05
UTFP	77.HCXU.801864..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N553065	W	Feb-05
UTFP	77.HCXU.801978..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559825	W	Mar-05
UTFP	77.HCXU.801981..UFLG	FTMYFLXA	FTMYFLXA	T1L8M0KCAA	DD	N559834	W	Mar-05
UTFP	77.HCXU.802009..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N561387	W	Mar-05
UTFP	77.HCXU.802043..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N563210	W	Apr-05
UTFP	77.HCXU.802091..UFLG	FTMYFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N564710	W	Apr-05
UTFP	77.HCXU.802120..UFLG	FTMYFLXA	FTMYFLXA	T1L8M0KCAA	DD	N565764	W	May-05
UTFP	77.HCXU.802147..UFLG	FTMYFLXA	FTMYFLXA	T1L8M0KCAA	DD	N566977	W	May-05
UTFP	10.HCGS.615489..UFLG	FTMYFLXABB0	LKPCFLXARS0	T1L8M0KCAA	DD	N560626	W	Mar-05
UTFP	10.YBGS.616771..UFLG	FTMYFLXABB0	ARCDFLXADS0	T1L8M0KCAA	DD	N562839	W	Apr-05
UTFP	10.YBGS.616175..UFLG	FTMYFLXABB4	WCHLFLXAPS0	T1L8M0KCAA	DD	N561852	W	Apr-05
UTFP	10.HCGS.570977..UFLG	FTMYFLXADS0	FTMYFLXADS0	VAR1JBSAAA	DD	N567990	W	May-05
UTFP	10.HCGS.613075..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N556913	W	Mar-05
UTFP	10.HCGS.620632..UFLG	FTMYFLXADS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N569147	W	May-05
UTFP	15.HCGS.616120..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561770	W	May-05
UTFP	15.HCGS.619274..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N566798	W	May-05
UTFP	15.HCGS.620031..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N568087	W	Jun-05
UTFP	15.HCGS.620032..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N568088	W	Jun-05
UTFP	15.HCGS.624370..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N573400	W	Jun-05
UTFP	30.HCGS.569091..UFLG	FTMYFLXADS0	FTMYFLXCDS2	VAR1JBSAAA	DD	N486769	W	Dec-03
UTFP	30.HCGS.612384..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N555646	W	Mar-05
UTFP	60.HCFX.611369..UFLG	FTMYFLXADS0	LHACFLXADS0	T1L8M0KCAA	DD	N552635	W	Mar-05
UTFP	77.HCXU.801059..UFLG	FTMYFLXADS0	FTMYFLXADS0	VAR1JBSAAA	DD	N495087	W	Mar-04
UTFP	77.HCXU.801992..UFLG	FTMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N560475	W	Mar-05
UTFP	60.HCFX.611404..UFLG	FTMYFLXAK03	LHACFL1A014	T1L8M0KCAA	DD	N552747	W	May-05
UTFP	60.HCFX.612261..UFLG	FTMYFLXAK03	CLTNFL1A016	T1L8M0KCAA	DD	N555368	W	Mar-05
UTFP	60.HCFX.616150..UFLG	FTMYFLXAK31	FTMYFL1A126	T1L8M0KCAA	DD	N561824	W	Apr-05
UTFP	10.HCGS.620764..UFLG	FTMYFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N569354	W	May-05
UTFP	10.HCGS.622872..UFLG	FTMYFLXB	FTMYFLXAK31	T1L8M0KCAA	DD	N572326	W	Jun-05
UTFP	83.HCXU.801865..UFLG	FTMYFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N553068	W	Feb-05
UTFP	83.HCXU.801866..UFLG	FTMYFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N553069	W	Feb-05
UTFP	83.HCXU.801867..UFLG	FTMYFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N553070	W	Feb-05
UTFP	15.HCGS.615219..UFLG	FTMYFLXBRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N560194	W	Apr-05
UTFP	15.HCGS.618791..UFLG	FTMYFLXBRS0	FTMYFLXAW08	T1L8M0KCAA	DD	N566080	W	May-05
UTFP	50.HCGS.627154..UFLG	FTMYFLXBRS0	AVPKFLXA1MD	T1L8M0KCAA	DD	N576527	W	Jul-05
UTFP	60.HCFX.616150..UFLG	FTMYFLXBRS0	FTMYFL1A126	T1L8M0KCAA	DD	N561824	W	Apr-05

000060

UTFP	75.HCGS.627276..UFLG	FTMYFLXBRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N576663	W	Jul-05
UTFP	10.HCGS.565829..UFLG	FTMYFLXC	FTMYFLXA	T1L8M0KCAA	DD	E381448	W	Mar-05
UTFP	10.HCGS.610409..UFLG	FTMYFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N549992	W	Feb-05
UTFP	10.HCGS.612459..UFLG	FTMYFLXC	NPLSFLGFW02	T1L8M0KCAA	DD	N555741	W	Feb-05
UTFP	10.HCGS.614552..UFLG	FTMYFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N559077	W	Mar-05
UTFP	10.HCGS.615426..UFLG	FTMYFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N560501	W	Apr-05
UTFP	10.HCGS.618276..UFLG	FTMYFLXC	FTMYFLXA	T1L8M0KCAA	DD	N565242	W	Apr-05
UTFP	10.HCGS.619540..UFLG	FTMYFLXC	FTMYFL39W01	T1L8M0KCAA	DD	N567282	W	May-05
UTFP	10.HCGS.620277..UFLG	FTMYFLXC	FTMYFLXA	T1L8M0KCAA	DD	N568534	W	May-05
UTFP	15.HCGS.613458..UFLG	FTMYFLXC	FTMYFLXAW02	T1L8M0KCAA	DD	N557494	W	Mar-05
UTFP	15.HCGS.620413..UFLG	FTMYFLXC	FTMYFLXA	T1L8M0KCAA	DD	N568833	W	May-05
UTFP	30.HCGS.619206..UFLG	FTMYFLXC	FTMYFLXC1MD	T1L8M0KCAA	DD	N566663	W	May-05
UTFP	30.HCGS.627085..UFLG	FTMYFLXC	FTMYFLXC1MD	T1L8M0KCAA	DD	N576442	W	Jul-05
UTFP	30.HCGS.627110..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576463	W	Jul-05
UTFP	30.HCGS.627115..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576468	W	Jul-05
UTFP	30.HCGS.627121..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576474	W	Jul-05
UTFP	30.HCGS.627125..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576479	W	Jul-05
UTFP	30.HCGS.627127..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576492	W	Jul-05
UTFP	30.HCGS.627138..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576506	W	Jul-05
UTFP	30.HCGS.627155..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N576532	W	Jul-05
UTFP	50.HCGS.620097..UFLG	FTMYFLXC	AVPKFLXA	T1L8M0KCAA	DD	N568148	W	Jun-05
UTFP	60.HCFX.615811..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N561290	W	May-05
UTFP	60.HCFX.615811..UFLG	FTMYFLXC	FTMYFLXCK01	T1L8M0KCAA	DD	N561290	W	May-05
UTFP	77.HCXU.801843..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N551034	W	Feb-05
UTFP	77.HCXU.801870..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N553792	W	Feb-05
UTFP	77.HCXU.802002..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N560979	W	Mar-05
UTFP	77.HCXU.802045..UFLG	FTMYFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N563562	W	Apr-05
UTFP	77.HCXU.802122..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N565780	W	May-05
UTFP	77.HCXU.802123..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N565781	W	May-05
UTFP	77.HCXU.802136..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N566432	W	May-05
UTFP	77.HCXU.802279..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N576010	W	Jul-05
UTFP	77.HCXU.802287..UFLG	FTMYFLXC	FTMYFLXC	T1L8M0KCAA	DD	N576011	W	Jul-05
UTFP	83.HCXU.802124..UFLG	FTMYFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N565815	W	May-05
UTFP	10.HCGS.611221..UFLG	FTMYFLXCDS2	FTMYFLXAW08	T1L8M0KCAA	DD	N552161	W	Feb-05
UTFP	10.HCGS.620459..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N568912	W	May-05
UTFP	10.HCGS.622285..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N571539	W	Jun-05
UTFP	10.HCGS.623005..UFLG	FTMYFLXCDS2	GLGCFLXADS0	T1L8M0KCAA	DD	N572454	W	Jun-05
UTFP	15.HCGS.612131..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N555155	W	Feb-05
UTFP	50.HCGS.474964..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N363282	W	Nov-01
UTFP	60.HCFX.621629..UFLG	FTMYFLXCDS2	FTMYFLXCDS2	T1L8M0KCAA	DD	N570623	W	Jun-05
UTFP	75.HCGS.623977..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N572903	W	Jul-05
UTFP	77.HCXU.802012..UFLG	FTMYFLXCDS2	FTMYFLXCDS2	T1L8M0KCAA	DD	N561480	W	Apr-05
UTFP	83.HCXU.802116..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N565665	W	May-05
UTFP	83.HCXU.802117..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N565666	W	May-05
UTFP	83.HCXU.802118..UFLG	FTMYFLXCDS2	FTMYFLXADS0	T1L8M0KCAA	DD	N565667	W	May-05
UTFP	10.HCGS.612529..UFLG	FTMYFLXD	FTMYFL39W01	T1L8M0KCAA	DD	N555868	W	Feb-05
UTFP	10.HCGS.615429..UFLG	FTMYFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N560503	W	Mar-05
UTFP	10.HCGS.615461..UFLG	FTMYFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N560585	W	Mar-05
UTFP	10.HCGS.616227..UFLG	FTMYFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N561939	W	Apr-05
UTFP	10.HCGS.622321..UFLG	FTMYFLXD	FTMYFLXA	T1L8M0KCAA	DD	N571577	W	Jul-05
UTFP	10.HCGS.624897..UFLG	FTMYFLXD	FTMYFLXA	T1L8M0KCAA	DD	N573952	W	Jun-05
UTFP	30.HCGS.616537..UFLG	FTMYFLXD	FTMYFLXC1MD	T1L8M0KCAA	DD	N562446	W	Apr-05
UTFP	60.HCFX.621629..UFLG	FTMYFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N570623	W	Jun-05
UTFP	75.HCGS.618327..UFLG	FTMYFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N565306	W	Apr-05
UTFP	75.HCGS.624038..UFLG	FTMYFLXD	FTMYFLXC	T1L8M0KCAA	DD	N572946	W	Jun-05
UTFP	75.HCGS.626611..UFLG	FTMYFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N576008	W	Jul-05
UTFP	77.HCXU.801929..UFLG	FTMYFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N558264	W	Mar-05

000061

UTFP	77.HCXU.802135..UFLG	FTMYFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N566620	W	May-05
UTFP	77.HCXU.802205..UFLG	FTMYFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N569968	W	May-05
UTFP	83.HCXU.802311..UFLG	FTMYFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N575618	W	Jul-05
UTFP	10.HCGS.577898..UFLG	FTMYFLXDRS0	FTMYFLXADS0	VAR1JBSAAA	DD	N497634	W	Feb-04
UTFP	10.HCGS.614937..UFLG	FTMYFLXDRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N559713	W	Mar-05
UTFP	10.HCGS.621068..UFLG	FTMYFLXDRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N569852	W	Jun-05
UTFP	10.HCGS.624944..UFLG	FTMYFLXDRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N573991	W	Jun-05
UTFP	15.HCGS.567164..UFLG	FTMYFLXDRS0	FTMYFLXADS0	VAR1JBSAAA	DD	N484081	W	Dec-03
UTFP	15.HCGS.567166..UFLG	FTMYFLXDRS0	FTMYFLXADS0	VAR1JBSAAA	DD	N484083	W	Dec-03
UTFP	77.HCXU.801886..UFLG	FTMYFLXDRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N554529	W	Feb-05
UTFP	10.HCGS.615586..UFLG	FTMYFLXH	GLGCFLXADS0	T1L8M0KCAA	DD	N560778	W	Apr-05
UTFP	15.HCGS.628027..UFLG	FTMYFLXH	FTMYFLXA	T1L8M0KCAA	DD	N577631	W	Jul-05
UTFP	30.HCGS.611243..UFLG	FTMYFLXH	FTMYFLXCDS2	T1L8M0KCAA	DD	N552330	W	Mar-05
UTFP	50.HCGS.621955..UFLG	FTMYFLXH	AVPKFLXA1MD	T1L8M0KCAA	DD	N571073	W	Jul-05
UTFP	77.HCXU.802007..UFLG	FTMYFLXH	FTMYFLXCDS2	T1L8M0KCAA	DD	N561388	W	Apr-05
UTFP	77.HCXU.802039..UFLG	FTMYFLXH	FTMYFLXCDS2	T1L8M0KCAA	DD	N563117	W	Apr-05
UTFP	77.HCXU.802353..UFLG	FTMYFLXH	FTMYFLXCDS2	T1L8M0KCAA	DD	N577844	W	Jul-05
UTFP	77.HCXU.802354..UFLG	FTMYFLXH	FTMYFLXCDS2	T1L8M0KCAA	DD	N577845	W	Jul-05
UTFP	83.HCXU.802145..UFLG	FTMYFLXH	FTMYFLXA	T1L8M0KCAA	DD	N566965	W	May-05
UTFP	10.HCGS.620683..UFLG	FTMYFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N569221	W	May-05
UTFP	83.HCXU.801890..UFLG	FTMYFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N554982	W	Feb-05
UTFP	10.HCGS.621326..UFLG	FTMYFLXQ	GLGCFLXADS0	T1L8M0KCAA	DD	N570205	W	May-05
UTFP	15.HCGS.619916..UFLG	FTMYFLXQ	FTMYFLXADS0	T1L8M0KCAA	DD	N567864	W	Jun-05
UTFP	77.HCXU.801954..UFLG	FTMYFLXQ	FTMYFLXCDS2	T1L8M0KCAA	DD	N559593	W	Mar-05
UTFP	77.HCXU.801985..UFLG	FTMYFLXQ	FTMYFLXCDS2	T1L8M0KCAA	DD	N560252	W	Mar-05
UTFP	77.HCXU.802121..UFLG	FTMYFLXQ	FTMYFLXC	T1L8M0KCAA	DD	N565769	W	May-05
UTFP	77.HCXU.802188..UFLG	FTMYFLXQ	FTMYFLXCDS2	T1L8M0KCAA	DD	N569489	W	May-05
UTFP	77.HCXU.802244..UFLG	FTMYFLXQ	FTMYFLXCDS2	T1L8M0KCAA	DD	N572549	W	Jun-05
UTFP	77.HCXU.802306..UFLG	FTMYFLXQ	FTMYFLXC	T1L8M0KCAA	DD	N575188	W	Jul-05
UTFP	83.HCXU.801980..UFLG	FTMYFLXQ	FTMYFLXADS0	T1L8M0KCAA	DD	N559833	W	Apr-05
UTFP	10.HCGS.571356..UFLG	FTMYFLXQRS0	FTMYFLXADS0	VAR1JBSAAA	DD	N490662	W	Feb-04
UTFP	77.HCXU.801984..UFLG	FTMYFLXQRS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N560195	W	Mar-05
UTFP	50.HCGS.625768..UFLG	FTPKFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N575040	W	Jul-05
UTFP	54.HCGS.705556..SB	FTPKFLXA	GSVLFLMAK31	T1L8M0KCAA	DD	N563724	W	Apr-05
UTFP	10.HCGS.621365..CEFL	FTWBFLCFRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N570225	W	Jun-05
UTFP	30.HCGS.612051..CEFL	FTWBFLCFRLA	FTWBFLXAW04	T1L8M0KCAA	DD	N554976	W	Mar-05
UTFP	30.HCGS.625006..CEFL	FTWBFLCFRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N574066	W	Jul-05
UTFP	48.HCGS.707149..SB	FTWBFLCFRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N555920	W	Mar-05
UTFP	48.HCGS.707133..SB	FTWBFLDHRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N554719	W	Feb-05
UTFP	48.HCGS.707442..SB	FTWBFLDHRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N573579	W	Jul-05
UTFP	10.HCGS.621447..CEFL	FTWBFLDJRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N570346	W	Jun-05
UTFP	75.HCGS.615280..CEFL	FTWBFLDJRLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N560262	W	Apr-05
UTFP	77.HCFS.351501..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385188	W	Jun-05
UTFP	77.HCFS.352002..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385248	W	Jun-05
UTFP	77.HCFS.356321..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385186	W	Jun-05
UTFP	77.HCFS.360482..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385184	W	Jun-05
UTFP	77.HCFS.373223..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385191	W	Jun-05
UTFP	77.HCFS.381363..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385189	W	Jun-05
UTFP	77.HCFS.381684..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E385190	W	Jun-05
UTFP	77.HCXU.800335..CEFL	FTWBFLDKRLC	FTWBFLXADS0	T1L8M0KCAA	DD	E384923	W	Jun-05
UTFP	30.HCGS.614661..CEFL	FTWBFLDORLA	FTWBFLXADS0	T1L8M0KCAA	DD	N559193	W	Mar-05
UTFP	30.HCGS.625017..CEFL	FTWBFLDORLA	FTWBFLXA	T1L8M0KCAA	DD	N574146	W	Jul-05
UTFP	48.HCGS.707152..SB	FTWBFLDORLA	PNSCFLBLDS0	T1L8M0KCAA	DD	N556718	W	Mar-05
UTFP	30.HCGS.611905..CEFL	FTWBFLDVH00	FTWBFLXADS0	T1L8M0KCAA	DD	N554471	W	Apr-05
UTFP	30.HCGS.612289..CEFL	FTWBFLDVH00	FTWBFLXAW04	T1L8M0KCAA	DD	N555496	W	Mar-05
UTFP	48.HCGS.707487..SB	FTWBFLDVH00	PNSCFLBLDS0	T1L8M0KCAA	DD	N575171	W	Jul-05
UTFP	60.HCFX.617524..CEFL	FTWBFLDVRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N564142	W	Apr-05

000062

UTFP	50.HCGS.615755..CEFL	FTWBFLU0032	VLPRFLXADS0	T1L8M0KCAA	DD	N561213	W	Apr-05
UTFP	77.HCXU.800577..CEFL	FTWBFLU0036	FTWBFLXADS0	VAR1JBSAAA	DD	N507327	W	Apr-04
UTFP	75.HCGS.612611..CEFL	FTWBFLU0063	PNSCFLBLDS0	T1L8M0KCAA	DD	N556090	W	Mar-05
UTFP	10.HCGS.612603..CEFL	FTWBFLXA	PNSCFLBLDS0	T1L8M0KCAA	DD	N556062	W	Mar-05
UTFP	15.HCGS.389924..CEFL	FTWBFLXA	CRVWFLARW01	T1L8M0KCAA	DD	E381385	W	Mar-05
UTFP	15.HCGS.615863..CEFL	FTWBFLXA	FTWBFLXADS0	T1L8M0KCAA	DD	N561370	W	Apr-05
UTFP	48.HCGS.707234..SB	FTWBFLXA	PNSCFLFPDS0	T1L8M0KCAA	DD	N563133	W	Apr-05
UTFP	15.HCGS.611264..CEFL	FTWBFLXADS0	SHLMFLXADS0	T1L8M0KCAA	DD	N552388	W	Feb-05
UTFP	15.HCGS.620246..CEFL	FTWBFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N568466	W	May-05
UTFP	48.HCGS.707194..SB	FTWBFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N560437	W	Apr-05
UTFP	48.HCGS.707447..SB	FTWBFLXADS0	PNSCFLBLDS0	T1L8M0KCAA	DD	N573887	W	Jul-05
UTFP	60.HCFX.617485..CEFL	FTWBFLXADS0	NCVLFL1A012	T1L8M0KCAA	DD	N564077	W	Apr-05
UTFP	60.HCFX.617524..CEFL	FTWBFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N564142	W	Apr-05
UTFP	77.HCFS.351501..CEFL	FTWBFLXADS0	FTWBFLXA	T1L8M0KCAA	DD	E385188	W	Jun-05
UTFP	77.HCFS.352002..CEFL	FTWBFLXADS0	FTWBFLXA	T1L8M0KCAA	DD	E385248	W	Jun-05
UTFP	77.HCFS.356321..CEFL	FTWBFLXADS0	FTWBFLXA	T1L8M0KCAA	DD	E385186	W	Jun-05
UTFP	77.HCFS.360482..CEFL	FTWBFLXADS0	FTWBFLXA	T1L8M0KCAA	DD	E385184	W	Jun-05
UTFP	77.HCFS.373223..CEFL	FTWBFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	E385191	W	Jun-05
UTFP	77.HCFS.381363..CEFL	FTWBFLXADS0	FTWBFLXA	T1L8M0KCAA	DD	E385189	W	Jun-05
UTFP	77.HCFS.381684..CEFL	FTWBFLXADS0	FTWBFLXA	T1L8M0KCAA	DD	E385190	W	Jun-05
UTFP	60.HCFX.617482..CEFL	FTWBFLXAK01	DESTFL1A055	T1L8M0KCAA	DD	N564065	W	Apr-05
UTFP	60.HCFX.617507..CEFL	FTWBFLXAK01	DESTFLXADS0	T1L8M0KCAA	DD	N564119	W	Apr-05
UTFP	15.HCGS.620136..CEFL	FTWBFLXB	FTWBFLCIFD3	T1L8M0KCAA	DD	N568223	W	May-05
UTFP	15.HCGS.620145..CEFL	FTWBFLXBDS0	FTWBFLXADS0	T1L8M0KCAA	DD	N568230	W	May-05
UTFP	15.HCGS.620201..CEFL	FTWBFLXC	FTWBFLCIFD3	T1L8M0KCAA	DD	N568340	W	May-05
UTFP	15.HCGS.625838..CEFL	FTWBFLXC	FTWBFLXBDS0	T1L8M0KCAA	DD	N575150	W	Jul-05
UTFP	15.HCGS.556568..CEFL	GDRGFLXADS0	MRNNFLXADS0	T1L8M0KCAA	DD	N469857	W	Aug-03
UTFP	15.HCGS.620830..CEFL	GDRGFLXADS0	MRNNFLBPRL0	T1L8M0KCAA	DD	N569469	W	Jun-05
UTFP	10.HCGS.614605..UFLG	GLGCFLAMRLC	FTMYFLXA	T1L8M0KCAA	DD	N559143	W	Apr-05
UTFP	10.HCGS.618711..UFLG	GLGCFLAPRLA	GLGCFLXA	T1L8M0KCAA	DD	N565899	W	May-05
UTFP	15.HCGS.618032..UFLG	GLGCFLAPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564911	W	Apr-05
UTFP	15.HCGS.626191..UFLG	GLGCFLAPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N575606	W	Jul-05
UTFP	30.HCFS.622236..UFLG	GLGCFLAPRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N571479	W	Jun-05
UTFP	50.HCGS.616066..UFLG	GLGCFLAPRLA	FTMYFLXAW02	T1L8M0KCAA	DD	N561661	W	Apr-05
UTFP	10.HCGS.613696..UFLG	GLGCFLAQRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557862	W	Mar-05
UTFP	10.HCGS.616419..UFLG	GLGCFLAQRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N562309	W	Apr-05
UTFP	10.HCGS.626027..UFLG	GLGCFLAQRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N575355	W	Jul-05
UTFP	10.HCGS.626699..UFLG	GLGCFLAQRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N576075	W	Jul-05
UTFP	15.HCGS.613754..UFLG	GLGCFLAQRLA	NPLSFLXD	T1L8M0KCAA	DD	N557928	W	Mar-05
UTFP	60.HCFX.617366..UFLG	GLGCFLAQRLA	GLGCFLXADS0	T1L8M0KCAA	DD	N563875	W	Apr-05
UTFP	10.HCGS.614946..UFLG	GLGCFLBARLA	FTMYFLXADS0	T1L8M0KCAA	DD	N559734	W	Mar-05
UTFP	10.HCGS.616442..UFLG	GLGCFLBARLA	FTMYFLXADS0	T1L8M0KCAA	DD	N562317	W	May-05
UTFP	50.HCGS.606402..UFLG	GLGCFLBARLA	AVPKFLXADS0	T1L8M0KCAA	DD	N541737	W	Feb-05
UTFP	50.HCGS.616773..UFLG	GLGCFLBORLA	FTMYFLXA	T1L8M0KCAA	DD	N562844	W	May-05
UTFP	10.HCGS.615305..UFLG	GLGCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N560284	W	Apr-05
UTFP	10.HCGS.619456..UFLG	GLGCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N567149	W	May-05
UTFP	15.HCGS.615210..UFLG	GLGCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N560186	W	Apr-05
UTFP	15.HCGS.626257..UFLG	GLGCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N575648	W	Jul-05
UTFP	30.HCFS.621925..UFLG	GLGCFLXA	FTMYFLXC	T1L8M0KCAA	DD	N571044	W	Jun-05
UTFP	30.HCGS.621879..UFLG	GLGCFLXA	GLGCFLXA	T1L8M0KCAA	DD	N571008	W	Jun-05
UTFP	50.HCGS.614217..UFLG	GLGCFLXA	FTMYFLXA2MD	T1L8M0KCAA	DD	N558635	W	Apr-05
UTFP	10.HCGS.611370..UFLG	GLGCFLXB	GLGCFLXADS0	T1L8M0KCAA	DD	N552636	W	Feb-05
UTFP	60.HCFX.616710..UFLG	GLGCFLXB	NPLSFL1A225	T1L8M0KCAA	DD	N562760	W	Apr-05
UTFP	60.HCFX.616891..UFLG	GLGCFLXC	NPLSFL1A236	T1L8M0KCAA	DD	N563011	W	Apr-05
UTFP	10.HCGS.611203..UFLG	GLGCFLXD	FTMYFLXA	T1L8M0KCAA	DD	N552016	W	Feb-05
UTFP	10.HCGS.619580..UFLG	GLGCFLXD	FTMYFL39W01	T1L8M0KCAA	DD	N567331	W	May-05
UTFP	10.HCGS.620544..UFLG	GLGCFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N569040	W	May-05

000063

UTFP	77.HCXU.802180..UFLG	GLRDFLAERL0	GLRDFLXADS0	T1L8M0KCAA	DD	N569097	W	Jun-05
UTFP	10.HCGS.611551..UFLG	GLRDFLAIRLA	WNPKFLXA6MD	T1L8M0KCAA	DD	N553142	W	Feb-05
UTFP	10.HCGS.613825..UFLG	GLRDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N558061	W	Mar-05
UTFP	10.HCGS.613826..UFLG	GLRDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N558062	W	Mar-05
UTFP	10.HCGS.614249..UFLG	GLRDFLXA	WNPKFLXEH41	T1L8M0KCAA	DD	N558671	W	Mar-05
UTFP	10.HCGS.619488..UFLG	GLRDFLXA	ORLFFLEPHC2	T1L8M0KCAA	DD	N567200	W	May-05
UTFP	10.HCGS.622641..UFLG	GLRDFLXA	WNPKFLXAK31	T1L8M0KCAA	DD	N572026	W	Jun-05
UTFP	10.HCGS.623178..UFLG	GLRDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N572654	W	Jun-05
UTFP	15.HCGS.616858..UFLG	GLRDFLXA	ETVLFLAFH01	T1L8M0KCAA	DD	N562971	W	Apr-05
UTFP	30.HCGS.612145..UFLG	GLRDFLXA	GLRDFLXA	T1L8M0KCAA	DD	N555150	W	Apr-05
UTFP	30.HCGS.612514..UFLG	GLRDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N555823	W	Mar-05
UTFP	50.HCGS.610857..UFLG	GLRDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N550844	W	Apr-05
UTFP	50.HCGS.617767..UFLG	GLRDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N564511	W	Apr-05
UTFP	58.HCGS.744214..SB	GLRDFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N561490	W	Apr-05
UTFP	58.HCGS.744832..SB	GLRDFLXA	ORLDFLPCDS0	T1L8M0KCAA	DD	N567337	W	May-05
UTFP	58.HCGS.746172..SB	GLRDFLXA	ORLDFLPCDS0	T1L8M0KCAA	DD	N577043	W	Jul-05
UTFP	75.HCGS.618307..UFLG	GLRDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N565265	W	Jun-05
UTFP	77.HCXU.802037..UFLG	GLRDFLXA	GLRDFLXA	T1L8M0KCAA	DD	N563006	W	Apr-05
UTFP	77.HCXU.802152..UFLG	GLRDFLXA	GLRDFLXA	T1L8M0KCAA	DD	N567062	W	May-05
UTFP	77.HCXU.802207..UFLG	GLRDFLXA	GLRDFLXA	T1L8M0KCAA	DD	N569856	W	May-05
UTFP	77.HCXU.802224..UFLG	GLRDFLXA	GLRDFLXADS0	T1L8M0KCAA	DD	N571311	W	Jun-05
UTFP	77.HCXU.802283..UFLG	GLRDFLXA	GLRDFLXADS0	T1L8M0KCAA	DD	N574750	W	Jul-05
UTFP	83.HCXU.802159..UFLG	GLRDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N567887	W	May-05
UTFP	15.HCGS.616965..UFLG	GLRDFLXB	MTLDFLXADS1	T1L8M0KCAA	DD	N563143	W	Apr-05
UTFP	10.HCGS.615432..UFLG	GLRDFLXD	WNPKFLXAPS0	T1L8M0KCAA	DD	N560505	W	Mar-05
UTFP	10.HCGS.621794..UFLG	GLRDFLXD	MTLDFLBRAMD	T1L8M0KCAA	DD	N570845	W	Jun-05
UTFP	50.HCGS.616816..UFLG	GLRDFLXD	WNPKFLXAPS0	T1L8M0KCAA	DD	N562917	W	Apr-05
UTFP	83.HCXU.802069..UFLG	GLRDFLXD	WNPKFLXAPS0	T1L8M0KCAA	DD	N564389	W	Apr-05
UTFP	10.HCGS.616301..UFLG	GLRDFLXE	GLRDFLXADS0	T1L8M0KCAA	DD	N562045	W	Apr-05
UTFP	10.HCGS.616302..UFLG	GLRDFLXE	GLRDFLXADS0	T1L8M0KCAA	DD	N562046	W	Apr-05
UTFP	10.HCGS.617856..UFLG	GLRDFLXE	MTLDFLXADS1	T1L8M0KCAA	DD	N564666	W	May-05
UTFP	10.HCGS.623114..UFLG	GLRDFLXE	GLRDFLXADS0	T1L8M0KCAA	DD	N572550	W	Jun-05
UTFP	10.HCGS.623115..UFLG	GLRDFLXE	GLRDFLXADS0	T1L8M0KCAA	DD	N572551	W	Jun-05
UTFP	10.HCGS.625061..UFLG	GLRDFLXE	MTLDFLXADS1	T1L8M0KCAA	DD	N574225	W	Jun-05
UTFP	10.HCGS.627682..UFLG	GLRDFLXE	WNPKFLXAPS0	T1L8M0KCAA	DD	N577143	W	Jul-05
UTFP	10.HCGS.627683..UFLG	GLRDFLXE	WNPKFLXAPS0	T1L8M0KCAA	DD	N577144	W	Jul-05
UTFP	15.HCGS.616980..UFLG	GLRDFLXE	MTLDFLXADS1	T1L8M0KCAA	DD	N563149	W	Apr-05
UTFP	15.HCGS.623152..UFLG	GLRDFLXE	WNPKFLXE	T1L8M0KCAA	DD	N572603	W	Jun-05
UTFP	15.HCGS.625721..UFLG	GLRDFLXE	WNPKFLXAPS0	T1L8M0KCAA	DD	N574982	W	Jul-05
UTFP	58.HCGS.744236..SB	GLRDFLXE	ORLDFLPCDS0	T1L8M0KCAA	DD	N561823	W	Apr-05
UTFP	58.HCGS.745860..SB	GLRDFLXE	ORLDFLPCDS0	T1L8M0KCAA	DD	N574935	W	Jul-05
UTFP	77.HCXU.802146..UFLG	GLRDFLXE	GLRDFLXA	T1L8M0KCAA	DD	N566941	W	May-05
UTFP	10.HCGS.612456..UFLG	GLRDFLXF	GLRDFLXADS0	T1L8M0KCAA	DD	N555736	W	Mar-05
UTFP	10.HCGS.618094..UFLG	GLRDFLXF	WNPKFLXAPS0	T1L8M0KCAA	DD	N564993	W	Apr-05
UTFP	10.HCGS.624058..UFLG	GLRDFLXF	WNPKFLXA	T1L8M0KCAA	DD	N572986	W	Jun-05
UTFP	10.HCGS.624681..UFLG	GLRDFLXF	MTLDFLXADS1	T1L8M0KCAA	DD	N573713	W	Jun-05
UTFP	10.HCGS.624682..UFLG	GLRDFLXF	MTLDFLXADS1	T1L8M0KCAA	DD	N573714	W	Jun-05
UTFP	10.HCGS.625217..UFLG	GLRDFLXF	ALSPFLXAH19	T1L8M0KCAA	DD	N574403	W	Jun-05
UTFP	30.HCGS.614679..UFLG	GLRDFLXF	WNPKFLTLFD3	T1L8M0KCAA	DD	N559218	W	Mar-05
UTFP	50.HCGS.624310..UFLG	GLRDFLXF	WNPKFLXA	T1L8M0KCAA	DD	N573349	W	Jun-05
UTFP	50.HCGS.626817..UFLG	GLRDFLXF	WNPKFLXAPS0	T1L8M0KCAA	DD	N576167	W	Jul-05
UTFP	75.HCGS.614695..UFLG	GLRDFLXF	WNPKFLXAPS0	T1L8M0KCAA	DD	N559255	W	Mar-05
UTFP	75.HCGS.614832..UFLG	GLRDFLXF	WNPKFLXAW03	T1L8M0KCAA	DD	N559600	W	Mar-05
UTFP	77.HCXU.802246..UFLG	GLRDFLXF	GLRDFLXADS0	T1L8M0KCAA	DD	N572802	W	Jun-05
UTFP	10.HCGS.614114..UFLG	GLRDFLXG	WNPKFLXAW03	T1L8M0KCAA	DD	N558470	W	Mar-05
UTFP	15.HCGS.614453..UFLG	GLRDFLXG	MTLDFLXADS1	T1L8M0KCAA	DD	N558944	W	Mar-05
UTFP	15.HCGS.616832..UFLG	GLRDFLXG	MTLDFLXADS1	T1L8M0KCAA	DD	N562927	W	Apr-05

000064

UTFP	54.HCGS.704541..SB	GVLDFLAMRLA	GSVLFLMADS0	T1L8M0KCAA	DD	E383371	W	May-05
UTFP	30.HCGS.613623..UFLG	GVLDFLAURL1	OCALFLXADS0	T1L8M0KCAA	DD	N557758	W	Mar-05
UTFP	60.HCFX.624182..UFLG	GVLDFLAURL1	LSBGFLXAK01	T1L8M0KCAA	DD	N573178	W	Jun-05
UTFP	75.HCGS.615071..UFLG	GVLDFLAURL1	OCALFLXAW06	T1L8M0KCAA	DD	N559995	W	Mar-05
UTFP	30.HCGS.625333..UFLG	GVLDFLXA	OCALFLXA	T1L8M0KCAA	DD	N574592	W	Jul-05
UTFP	50.HCGS.621200..UFLG	GVLDFLXA	OCALFLXA	T1L8M0KCAA	DD	N570047	W	Jun-05
UTFP	54.HCGS.705465..SB	HMSPFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N556784	W	Mar-05
UTFP	30.HCGS.612415..UFLG	IMKLFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N555673	W	Mar-05
UTFP	50.HCGS.614854..UFLG	IMKLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559635	W	Mar-05
UTFP	60.HCFX.617030..UFLG	IMKLFLXA	IMKLFLXARS0	T1L8M0KCAA	DD	N563262	W	Apr-05
UTFP	60.HCFX.617030..UFLG	IMKLFLXA	NPLSFLXDK01	T1L8M0KCAA	DD	N563262	W	Apr-05
UTFP	75.HCGS.626440..UFLG	IMKLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N575858	W	Jul-05
UTFP	15.HCGS.615133..UFLG	IMKLFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N560085	W	Jun-05
UTFP	15.HCGS.621608..UFLG	IMKLFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N570560	W	Jun-05
UTFP	15.HCGS.257244..UFLG	INVRFLAPRLA	OCALFLXADS0	T1L8M0KCAA	DD	E383732	W	Apr-05
UTFP	50.HCGS.625288..UFLG	INVRFLAPRLA	OCALFLXA	T1L8M0KCAA	DD	N574503	W	Jun-05
UTFP	15.HCGS.617170..UFLG	INVRFLAQRLA	ORLEFLCFH10	T1L8M0KCAA	DD	N563488	W	Apr-05
UTFP	75.HCGS.627813..UFLG	INVRFLAQRLA	OCALFLXADS0	T1L8M0KCAA	DD	N577291	W	Jul-05
UTFP	54.HCGS.705579..SB	INVRFLATRL1	GSVLFLNWK31	T1L8M0KCAA	DD	N564997	W	Apr-05
UTFP	10.HCGS.611982..UFLG	INVRFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N554647	W	Feb-05
UTFP	10.YBGS.615987..UFLG	INVRFLXA	OCALFLXABB0	T1L8M0KCAA	DD	N561525	W	Apr-05
UTFP	30.HCGS.622824..UFLG	INVRFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N572247	W	Jun-05
UTFP	54.HCGS.705423..SB	INVRFLXA	BVHLFLXA	T1L8M0KCAA	DD	N552984	W	Mar-05
UTFP	54.HCGS.705774..SB	INVRFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N576597	W	Jul-05
UTFP	10.HCGS.613789..UFLG	IONAFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558032	W	Mar-05
UTFP	15.HCGS.620826..UFLG	IONAFLXA	FTMYFLXA	T1L8M0KCAA	DD	N569466	W	Jun-05
UTFP	15.HCGS.620827..UFLG	IONAFLXA	FTMYFLXA	T1L8M0KCAA	DD	N569467	W	Jun-05
UTFP	15.HCGS.621377..UFLG	IONAFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N570247	W	Jun-05
UTFP	10.HCGS.612530..UFLG	IONAFLXARS0	FTMYFLXAW02	T1L8M0KCAA	DD	N555869	W	Feb-05
UTFP	77.HCXU.802185..UFLG	IONAFLXARS0	CYLKFLXADS0	T1L8M0KCAA	DD	N569380	W	May-05
UTFP	15.HCGS.623015..UFLG	KLRNFLAARL0	MTLDFLXADS1	T1L8M0KCAA	DD	N572481	W	Jun-05
UTFP	15.HCGS.614465..UFLG	KLRNFLAARLA	MTLDFLXADS1	T1L8M0KCAA	DD	N558952	W	Mar-05
UTFP	15.HCGS.617142..UFLG	KLRNFLAARLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563443	W	Apr-05
UTFP	10.HCGS.570814..UFLG	KSSMFLGLRL0	KSSMFLXADS0	VAR1JBSAAA	DD	N489869	W	Dec-03
UTFP	30.HCGS.575255..UFLG	KSSMFLGLRL0	WNPKFLXADS1	VAR1JBSAAA	DD	N493981	W	Feb-04
UTFP	10.HCGS.619228..UFLG	KSSMFLGLRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N566685	W	May-05
UTFP	10.HCGS.624145..UFLG	KSSMFLGLRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N573141	W	Jun-05
UTFP	10.HCGS.624146..UFLG	KSSMFLGLRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N573142	W	Jun-05
UTFP	58.HCGS.745837..SB	KSSMFLGLRLA	ORLDFLMACMZ	T1L8M0KCAA	DD	N574905	W	Jul-05
UTFP	77.HCXU.802008..UFLG	KSSMFLGLRLA	KSSMFLXA	T1L8M0KCAA	DD	N561383	W	Mar-05
UTFP	77.HCXU.802296..UFLG	KSSMFLGLRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N574939	W	Jul-05
UTFP	77.HCXU.802331..UFLG	KSSMFLGLRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N576712	W	Jul-05
UTFP	83.HCXU.801962..UFLG	KSSMFLGLRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N559419	W	Mar-05
UTFP	83.HCXU.802099..UFLG	KSSMFLGLRLA	GLRDFLXADS0	T1L8M0KCAA	DD	N565230	W	Apr-05
UTFP	83.HCXU.802126..UFLG	KSSMFLGLRLA	ALSPFLXA	T1L8M0KCAA	DD	N565957	W	May-05
UTFP	83.HCXU.802252..UFLG	KSSMFLGLRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N572937	W	Jul-05
UTFP	10.HCGS.612621..UFLG	KSSMFLGYRLA	KSSMFLXAW04	T1L8M0KCAA	DD	N556106	W	Mar-05
UTFP	15.HCGS.613869..UFLG	KSSMFLHJO00	ORLDFLMADS1	T1L8M0KCAA	DD	N558128	W	Mar-05
UTFP	15.HCGS.613870..UFLG	KSSMFLHJO00	ORLDFLMADS1	T1L8M0KCAA	DD	N558129	W	Mar-05
UTFP	30.HCFS.616369..UFLG	KSSMFLHJO00	WNPKFLXAPS0	T1L8M0KCAA	DD	N562158	W	Apr-05
UTFP	58.HCGS.743725..SB	KSSMFLHJO00	ORLDFLMADS1	T1L8M0KCAA	DD	N556933	W	Mar-05
UTFP	58.HCGS.746189..SB	KSSMFLHJO00	ORLDFLMA42E	T1L8M0KCAA	DD	N577205	W	Jul-05
UTFP	83.HCXU.802218..UFLG	KSSMFLHJO00	KSSMFLXAPS0	T1L8M0KCAA	DD	N570903	W	Jul-05
UTFP	75.HCGS.620001..UFLG	KSSMFLHNRLA	KSSMFLXA	T1L8M0KCAA	DD	N568016	W	May-05
UTFP	83.HCXU.802061..UFLG	KSSMFLHNRLA	GLRDFLXAH08	T1L8M0KCAA	DD	N563824	W	Apr-05
UTFP	15.HCGS.615642..UFLG	KSSMFLIERLA	MTLDFLXADS1	T1L8M0KCAA	DD	N560870	W	Apr-05
UTFP	15.HCGS.616998..UFLG	KSSMFLIERLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563162	W	Apr-05

000065

UTFP	15.HCGS.612022..UFLG	KSSMFLIFRLA	WNPKFLXAH07	T1L8M0KCAA	DD	N554840	W	Feb-05
UTFP	15.HCGS.612023..UFLG	KSSMFLIFRLA	WNPKFLXAH07	T1L8M0KCAA	DD	N554841	W	Feb-05
UTFP	15.HCGS.612024..UFLG	KSSMFLIFRLA	WNPKFLXAH07	T1L8M0KCAA	DD	N554842	W	Feb-05
UTFP	15.HCGS.612025..UFLG	KSSMFLIFRLA	WNPKFLXAH07	T1L8M0KCAA	DD	N554843	W	Mar-05
UTFP	15.HCGS.623212..UFLG	KSSMFLIFRLA	MTLDFLXA	T1L8M0KCAA	DD	N572673	W	Jun-05
UTFP	83.HCXU.801974..UFLG	KSSMFLKMRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N559752	W	Mar-05
UTFP	10.HCGS.619300..UFLG	KSSMFLKPRLA	WNPKFLXAW03	T1L8M0KCAA	DD	N566835	W	May-05
UTFP	10.HCGS.619853..UFLG	KSSMFLKPRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N567783	W	May-05
UTFP	77.HCXU.802212..UFLG	KSSMFLKPRLA	KSSMFLXADS0	T1L8M0KCAA	DD	N570366	W	May-05
UTFP	77.HCXU.802213..UFLG	KSSMFLKPRLA	KSSMFLXADS0	T1L8M0KCAA	DD	N570367	W	May-05
UTFP	83.HCXU.802267..UFLG	KSSMFLKPRLA	KSSMFLXBDS1	T1L8M0KCAA	DD	N573227	W	Jun-05
UTFP	15.HCGS.565084..UFLG	KSSMFLLVO31	MTLDFLXADS1	VAR1JBSAAA	DD	E380123	W	Feb-05
UTFP	15.HCGS.565085..UFLG	KSSMFLLVO31	MTLDFLXADS1	VAR1JBSAAA	DD	E380122	W	Feb-05
UTFP	15.HCGS.617070..UFLG	KSSMFLMARLA	MTLDFLXA	T1L8M0KCAA	DD	N563325	W	Apr-05
UTFP	83.HCXU.802229..UFLG	KSSMFLMARLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N571886	W	Jun-05
UTFP	10.HCGS.617356..UFLG	KSSMFLMWRLA	KSSMFLXADS0	T1L8M0KCAA	DD	N563795	W	Apr-05
UTFP	15.HCGS.613921..UFLG	KSSMFLMWRLA	ORLDFLMADS1	T1L8M0KCAA	DD	N558195	W	Apr-05
UTFP	15.HCGS.613922..UFLG	KSSMFLMWRLA	ORLDFLMADS1	T1L8M0KCAA	DD	N558196	W	Apr-05
UTFP	15.HCGS.617082..UFLG	KSSMFLMWRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563338	W	Apr-05
UTFP	75.HCGS.625659..UFLG	KSSMFLMWRLA	KSSMFLXA	T1L8M0KCAA	DD	N574946	W	Jul-05
UTFP	10.HCGS.551166..UFLG	KSSMFLMXRLA	KSSMFLXADS0	T1L8M0KCAA	DD	E374240	W	Oct-04
UTFP	15.HCFS.535406..UFLG	KSSMFLMXRLA	MTLDFLXADS1	T1L8M0KCAA	DD	E384431	W	Jun-05
UTFP	15.HCGS.427953..UFLG	KSSMFLMXRLA	MTLDFLXADS1	T1L8M0KCAA	DD	E384427	W	Jun-05
UTFP	15.HCGS.615300..UFLG	KSSMFLMXRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N560282	W	Mar-05
UTFP	15.HCGS.616987..UFLG	KSSMFLMXRLA	MTLDFLXA	T1L8M0KCAA	DD	N563151	W	Apr-05
UTFP	15.HCGS.614485..UFLG	KSSMFLNARLA	MTLDFLXADS1	T1L8M0KCAA	DD	N558993	W	Mar-05
UTFP	50.HCGS.628131..UFLG	KSSMFLNARLA	MTLDFLXADS1	T1L8M0KCAA	DD	N577797	W	Jul-05
UTFP	58.HCGS.746245..SB	KSSMFLNORLA	ORLDFLPCDS0	T1L8M0KCAA	DD	N577954	W	Jul-05
UTFP	75.HCGS.622020..UFLG	KSSMFLNORLA	KSSMFLXA	T1L8M0KCAA	DD	N571147	W	Jun-05
UTFP	58.HCGS.743319..SB	KSSMFLNURL0	ORLDFLPCDS0	T1L8M0KCAA	DD	N550395	W	Mar-05
UTFP	15.HCGS.623208..UFLG	KSSMFLNWRL0	MTLDFLXA	T1L8M0KCAA	DD	N572671	W	Jun-05
UTFP	10.HCGS.622588..UFLG	KSSMFLOCRL0	KSSMFLXAPS0	T1L8M0KCAA	DD	N571958	W	Jun-05
UTFP	15.HCFS.622783..UFLG	KSSMFLODRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N572224	W	Jun-05
UTFP	15.HCGS.615062..UFLG	KSSMFLODRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N559962	W	Mar-05
UTFP	15.HCGS.623196..UFLG	KSSMFLODRL0	MTLDFLXA	T1L8M0KCAA	DD	N572661	W	Jun-05
UTFP	15.HCGS.624814..UFLG	KSSMFLODRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N573849	W	Jun-05
UTFP	58.HCGS.743707..SB	KSSMFLODRL0	ORLDFLMADS1	T1L8M0KCAA	DD	N556945	W	Feb-05
UTFP	10.HCGS.620889..UFLG	KSSMFLOERL0	KSSMFLXA	T1L8M0KCAA	DD	N569549	W	May-05
UTFP	58.HCGS.744823..SB	KSSMFLOGRLA	ORLDFLPCDS0	T1L8M0KCAA	DD	N567522	W	May-05
UTFP	77.HCXU.802325..UFLG	KSSMFLPIRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N576655	W	Jul-05
UTFP	10.HCGS.615954..UFLG	KSSMFLPVRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N561496	W	May-05
UTFP	10.HCGS.615955..UFLG	KSSMFLPVRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N561497	W	May-05
UTFP	10.HCGS.615970..UFLG	KSSMFLPVRLA	KSSMFLXBDS1	T1L8M0KCAA	DD	N561509	W	May-05
UTFP	10.HCGS.615971..UFLG	KSSMFLPVRLA	KSSMFLXBDS1	T1L8M0KCAA	DD	N561510	W	May-05
UTFP	10.HCGS.621101..UFLG	KSSMFLQARLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N569916	W	Jun-05
UTFP	10.HCGS.622216..UFLG	KSSMFLQARLA	KSSMFLXA	T1L8M0KCAA	DD	N571464	W	Jun-05
UTFP	15.HCGS.620394..UFLG	KSSMFLQCRLA	MTLDFLXA	T1L8M0KCAA	DD	N568783	W	May-05
UTFP	15.HCGS.620395..UFLG	KSSMFLQCRLA	MTLDFLXA	T1L8M0KCAA	DD	N568784	W	May-05
UTFP	10.HCGS.618202..UFLG	KSSMFLQERLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N565115	W	Apr-05
UTFP	10.HCGS.621594..UFLG	KSSMFLQERLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N570542	W	Jun-05
UTFP	15.HCGS.616886..UFLG	KSSMFLQERLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563005	W	Apr-05
UTFP	10.HCGS.566230..UFLG	KSSMFLU0071	KSSMFLXADS0	VAR1JBSAAA	DD	N482657	W	Nov-03
UTFP	10.HCGS.627430..UFLG	KSSMFLXA	KSSMFLXA	T1L8M0KCAA	DD	N576858	W	Jul-05
UTFP	15.HCFS.622803..UFLG	KSSMFLXA	MTLDFLXA	T1L8M0KCAA	DD	N572235	W	Jul-05
UTFP	30.HCGS.614812..UFLG	KSSMFLXA	WNPKFLTLFD3	T1L8M0KCAA	DD	N559563	W	Mar-05
UTFP	50.HCGS.611332..UFLG	KSSMFLXA	MTLDFLXA1MD	T1L8M0KCAA	DD	N552547	W	Feb-05
UTFP	50.HCGS.613687..UFLG	KSSMFLXA	MTLDFLXA1MD	T1L8M0KCAA	DD	N557858	W	Mar-05

000066

UTFP 50.HCGS.614183..UFLG	KSSMFLXA	MTLDFLXA1MD	T1L8M0KCAA	DD	N558543	W	Apr-05
UTFP 58.HCGS.744191..SB	KSSMFLXA	ORLDFLMA42E	T1L8M0KCAA	DD	N563261	W	Apr-05
UTFP 75.HCGS.618328..UFLG	KSSMFLXA	KSSMFLXAPS0	T1L8M0KCAA	DD	N565308	W	Jun-05
UTFP 77.HCXU.801972..UFLG	KSSMFLXA	KSSMFLXADS0	T1L8M0KCAA	DD	N559670	W	Apr-05
UTFP 77.HCXU.802032..UFLG	KSSMFLXA	KSSMFLXAPS0	T1L8M0KCAA	DD	N562827	W	Apr-05
UTFP 77.HCXU.802100..UFLG	KSSMFLXA	KSSMFLXAPS0	T1L8M0KCAA	DD	N565324	W	Apr-05
UTFP 77.HCXU.802181..UFLG	KSSMFLXA	KSSMFLXA	T1L8M0KCAA	DD	N569557	W	Jul-05
UTFP 77.HCXU.802182..UFLG	KSSMFLXA	KSSMFLXA	T1L8M0KCAA	DD	N569558	W	Jul-05
UTFP 77.HCXU.802194..UFLG	KSSMFLXA	KSSMFLXA	T1L8M0KCAA	DD	N569711	W	May-05
UTFP 77.HCXU.802195..UFLG	KSSMFLXA	KSSMFLXA	T1L8M0KCAA	DD	N569715	W	May-05
UTFP 77.HCXU.802261..UFLG	KSSMFLXA	KSSMFLXA	T1L8M0KCAA	DD	N573132	W	Jun-05
UTFP 77.HCXU.802318..UFLG	KSSMFLXA	KSSMFLXAPS0	T1L8M0KCAA	DD	N576039	W	Jul-05
UTFP 83.HCXU.801861..UFLG	KSSMFLXA	KSSMFLXBDS1	T1L8M0KCAA	DD	N552548	W	Mar-05
UTFP 83.HCXU.801862..UFLG	KSSMFLXA	KSSMFLXBDS1	T1L8M0KCAA	DD	N552549	W	Mar-05
UTFP 83.HCXU.802051..UFLG	KSSMFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N563642	W	Apr-05
UTFP 83.HCXU.802053..UFLG	KSSMFLXA	GLRDFLXADS0	T1L8M0KCAA	DD	N563798	W	Apr-05
UTFP 83.HCXU.802082..UFLG	KSSMFLXA	GLRDFLXADS0	T1L8M0KCAA	DD	N564388	W	Apr-05
UTFP 83.HCXU.802084..UFLG	KSSMFLXA	GLRDFLXAH08	T1L8M0KCAA	DD	N564392	W	Apr-05
UTFP 15.HCGS.614189..UFLG	KSSMFLXADS0	MTLDFLXADS1	T1L8M0KCAA	DD	N558549	W	Mar-05
UTFP 15.HCGS.616797..UFLG	KSSMFLXADS0	MTLDFLXADS1	T1L8M0KCAA	DD	N562862	W	Apr-05
UTFP 58.HCGS.743762..SB	KSSMFLXADS0	ORLDFLSADS0	T1L8M0KCAA	DD	N557542	W	Mar-05
UTFP 77.HCXU.801918..UFLG	KSSMFLXADS0	KSSMFLXADS0	T1L8M0KCAA	DD	N557173	W	Mar-05
UTFP 77.HCXU.802044..UFLG	KSSMFLXADS0	KSSMFLXADS0	T1L8M0KCAA	DD	N563329	W	Apr-05
UTFP 83.HCXU.801976..UFLG	KSSMFLXADS0	WNPKFLXAPS0	T1L8M0KCAA	DD	N559787	W	Mar-05
UTFP 83.HCXU.801994..UFLG	KSSMFLXADS0	WNPKFLXAPS0	T1L8M0KCAA	DD	N560511	W	Apr-05
UTFP 10.HCGS.624698..UFLG	KSSMFLXAPS0	GLRDFLXADS0	T1L8M0KCAA	DD	N573732	W	Jul-05
UTFP 30.HCGS.623008..UFLG	KSSMFLXAPS0	WNPKFLXAPS0	T1L8M0KCAA	DD	N572455	W	Jun-05
UTFP 77.HCXU.802238..UFLG	KSSMFLXAPS0	KSSMFLXAPS0	T1L8M0KCAA	DD	N572404	W	Jun-05
UTFP 77.HCXU.802263..UFLG	KSSMFLXAPS0	KSSMFLXAPS0	T1L8M0KCAA	DD	N573120	W	Jun-05
UTFP 15.HCFS.622829..UFLG	KSSMFLXB	MTLDFLXA	T1L8M0KCAA	DD	N572251	W	Jun-05
UTFP 15.HCGS.327162..UFLG	KSSMFLXB	ORLEFLKTH01	T1L8M0KCAA	DD	E385551	W	Jun-05
UTFP 30.HCGS.611597..UFLG	KSSMFLXB	WNPKFLXAPS0	T1L8M0KCAA	DD	N553303	W	Apr-05
UTFP 30.HCGS.612720..UFLG	KSSMFLXB	WNPKFLTLFD3	T1L8M0KCAA	DD	N556422	W	Mar-05
UTFP 30.HCGS.619369..UFLG	KSSMFLXB	WNPKFLXA	T1L8M0KCAA	DD	N567023	W	Jun-05
UTFP 50.HCGS.617014..UFLG	KSSMFLXB	MTLDFLXADS1	T1L8M0KCAA	DD	N563209	W	Apr-05
UTFP 83.HCXU.801881..UFLG	KSSMFLXB	WNPKFLXAPS0	T1L8M0KCAA	DD	N554151	W	Feb-05
UTFP 30.HCGS.626317..UFLG	KSSMFLXBDS1	WNPKFLTLFD3	T1L8M0KCAA	DD	N575719	W	Jul-05
UTFP 83.HCXU.802323..UFLG	KSSMFLXC	KSSMFLXA	T1L8M0KCAA	DD	N576303	W	Jul-05
UTFP 10.HCGS.614405..UFLG	KSSMFLXD	KSSMFLXM	T1L8M0KCAA	DD	N558861	W	Mar-05
UTFP 15.HCGS.616991..UFLG	KSSMFLXD	MTLDFLXADS1	T1L8M0KCAA	DD	N563155	W	Apr-05
UTFP 15.HCGS.616992..UFLG	KSSMFLXD	MTLDFLXADS1	T1L8M0KCAA	DD	N563156	W	Apr-05
UTFP 83.HCXU.801975..UFLG	KSSMFLXD	WNPKFLXAPS0	T1L8M0KCAA	DD	N559777	W	Mar-05
UTFP 15.HCGS.616994..UFLG	KSSMFLXDRS0	MTLDFLXA	T1L8M0KCAA	DD	N563157	W	Apr-05
UTFP 30.HCGS.626641..UFLG	KSSMFLXF	WNPKFLTLFD3	T1L8M0KCAA	DD	N576026	W	Jul-05
UTFP 58.HCGS.745154..SB	KSSMFLXF	ORLDFLPHDS0	T1L8M0KCAA	DD	N570663	W	Jun-05
UTFP 15.HCFS.622826..UFLG	KSSMFLXG	MTLDFLXA	T1L8M0KCAA	DD	N572248	W	Jun-05
UTFP 30.HCGS.620398..UFLG	KSSMFLXG	WNPKFLXA	T1L8M0KCAA	DD	N568786	W	May-05
UTFP 58.HCGS.744362..SB	KSSMFLXG	ORLDFLSADS0	T1L8M0KCAA	DD	N563112	W	May-05
UTFP 58.HCGS.744363..SB	KSSMFLXG	ORLDFLSADS0	T1L8M0KCAA	DD	N563113	W	May-05
UTFP 58.HCGS.744364..SB	KSSMFLXG	ORLDFLSADS0	T1L8M0KCAA	DD	N563114	W	May-05
UTFP 58.HCGS.744369..SB	KSSMFLXG	ORLDFLMA42E	T1L8M0KCAA	DD	N563324	W	May-05
UTFP 77.HCXU.802020..UFLG	KSSMFLXG	KSSMFLXBDS1	T1L8M0KCAA	DD	N561931	W	Apr-05
UTFP 83.HCXU.802005..UFLG	KSSMFLXG	WNPKFLXAPS0	T1L8M0KCAA	DD	N561448	W	Mar-05
UTFP 10.HCGS.621038..UFLG	KSSMFLXH	KSSMFLXAW04	T1L8M0KCAA	DD	N569812	W	Jul-05
UTFP 15.HCGS.617123..UFLG	KSSMFLXH	WNPKFLXAPS0	T1L8M0KCAA	DD	N563423	W	Apr-05
UTFP 58.HCGS.744345..SB	KSSMFLXH	ORLDFLMADS1	T1L8M0KCAA	DD	N563424	W	Apr-05
UTFP 77.HCXU.802094..UFLG	KSSMFLXH	KSSMFLXBDS1	T1L8M0KCAA	DD	N564759	W	Apr-05

000067

UTFP	83.HCXU.801997..UFLG	KSSMFLXH	WNPKFLXAPS0	T1L8M0KCAA	DD	N560506	W	Mar-05
UTFP	15.HCGS.617072..UFLG	KSSMFLXIRL1	MTLDFLXADS1	T1L8M0KCAA	DD	N563326	W	Apr-05
UTFP	15.HCGS.617073..UFLG	KSSMFLXIRL1	MTLDFLXADS1	T1L8M0KCAA	DD	N563327	W	Apr-05
UTFP	15.HCGS.616791..UFLG	KSSMFLXJ	ETVLFLAFH01	T1L8M0KCAA	DD	N562858	W	Apr-05
UTFP	50.HCGS.617600..UFLG	KSSMFLXJ	MTLDFLXA1MD	T1L8M0KCAA	DD	N564260	W	May-05
UTFP	75.HCGS.616943..UFLG	KSSMFLXJ	KSSMFLXA	T1L8M0KCAA	DD	N563111	W	Apr-05
UTFP	10.HCGS.611756..UFLG	KSSMFLXL	KSSMFLXADS0	T1L8M0KCAA	DD	N554014	W	Feb-05
UTFP	15.HCGS.615414..UFLG	KSSMFLXL	MTLDFLXADS1	T1L8M0KCAA	DD	N560492	W	Apr-05
UTFP	15.HCGS.616793..UFLG	KSSMFLXL	MTLDFLXADS1	T1L8M0KCAA	DD	N562860	W	Apr-05
UTFP	15.HCGS.624800..UFLG	KSSMFLXL	MTLDFLXADS1	T1L8M0KCAA	DD	N573820	W	Jun-05
UTFP	58.HCGS.738918..SB	KSSMFLXL	KSSMFLXB	VAR1JBSAAA	DD	N506471	W	May-04
UTFP	10.HCGS.623992..UFLG	KSSMFLXM	MTLDFLXADS1	T1L8M0KCAA	DD	N572895	W	Jul-05
UTFP	30.HCGS.616764..UFLG	KSSMFLXM	WNPKFLTLFD3	T1L8M0KCAA	DD	N562835	W	Apr-05
UTFP	30.HCGS.618872..UFLG	KSSMFLXM	WNPKFLXAPS0	T1L8M0KCAA	DD	N566183	W	Apr-05
UTFP	30.HCGS.622725..UFLG	KSSMFLXM	WNPKFLXA	T1L8M0KCAA	DD	N572162	W	Jun-05
UTFP	30.HCGS.622767..UFLG	KSSMFLXM	WNPKFLXA	T1L8M0KCAA	DD	N572208	W	Jun-05
UTFP	50.HCGS.612400..UFLG	KSSMFLXM	KSSMFLXA	T1L8M0KCAA	DD	N555656	W	Mar-05
UTFP	10.HCGS.615388..UFLG	KSSMFLXN	KSSMFLXADS0	T1L8M0KCAA	DD	N560476	W	Mar-05
UTFP	10.HCGS.616258..UFLG	KSSMFLXN	KSSMFLXADS0	VAR1JBSAAA	DD	N561955	W	Apr-05
UTFP	10.HCGS.621541..UFLG	KSSMFLXN	KSSMFLXA	T1L8M0KCAA	DD	N570477	W	Jun-05
UTFP	30.HCGS.614491..UFLG	KSSMFLXN	WNPKFLXAPS0	T1L8M0KCAA	DD	N558998	W	Mar-05
UTFP	30.HCGS.617117..UFLG	KSSMFLXN	WNPKFLXAPS0	T1L8M0KCAA	DD	N563402	W	Apr-05
UTFP	50.HCGS.626733..UFLG	KSSMFLXN	MTLDFLXA1MD	T1L8M0KCAA	DD	N576124	W	Jul-05
UTFP	58.HCGS.743429..SB	KSSMFLXN	ORLDFLMADS1	T1L8M0KCAA	DD	N553667	W	Feb-05
UTFP	75.HCGS.566122..UFLG	KSSMFLXN	KSSMFLXADS0	VAR1JBSAAA	DD	N482518	W	Nov-03
UTFP	75.HCGS.617843..UFLG	KSSMFLXN	KSSMFLXADS0	T1L8M0KCAA	DD	N564614	W	Apr-05
UTFP	77.HCXU.801159..UFLG	KSSMFLXN	KSSMFLXADS0	VAR1JBSAAA	DD	N503460	W	Apr-04
UTFP	77.HCXU.802075..UFLG	KSSMFLXN	KSSMFLXAPS0	T1L8M0KCAA	DD	N564314	W	May-05
UTFP	83.HCXU.801993..UFLG	KSSMFLXN	WNPKFLXAPS0	T1L8M0KCAA	DD	N560480	W	Mar-05
UTFP	10.HCGS.625560..UFLG	LBLLFLAHRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N574796	W	Jul-05
UTFP	15.HCGS.321182..UFLG	LBLLFLAQRLA	FTMYFLXADS0	T1L8M0KCAA	DD	E385964	W	Jul-05
UTFP	15.HCGS.617447..UFLG	LBLLFLU1028	FTMYFLXADS0	T1L8M0KCAA	DD	N563995	W	Apr-05
UTFP	15.HCGS.617449..UFLG	LBLLFLU1028	FTMYFLXADS0	T1L8M0KCAA	DD	N563999	W	Apr-05
UTFP	10.HCGS.612442..UFLG	LBLLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N555724	W	Feb-05
UTFP	10.HCGS.613460..UFLG	LBLLFLXA	GLGCFLXADS0	T1L8M0KCAA	DD	N557495	W	Mar-05
UTFP	10.HCGS.616195..UFLG	LBLLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N561863	W	Apr-05
UTFP	50.HCGS.626359..UFLG	LBLLFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N575755	W	Jul-05
UTFP	30.HCGS.611951..UFLG	LCNTFLANO00	OCALFLXADS0	T1L8M0KCAA	DD	N554591	W	Mar-05
UTFP	54.HCGS.705520..SB	LCNTFLANO00	GSVLFLMADS1	T1L8M0KCAA	DD	N561567	W	Apr-05
UTFP	30.HCGS.620063..UFLG	LDLKFLAYRLA	OCALFLXADS0	T1L8M0KCAA	DD	N568105	W	Jun-05
UTFP	50.HCGS.618645..UFLG	LDLKFLAYRLA	OCALFLXADS0	T1L8M0KCAA	DD	N565821	W	Jun-05
UTFP	54.HCGS.705562..SB	LDLKFLAYRLA	GSVLFLMADS0	T1L8M0KCAA	DD	N563938	W	Apr-05
UTFP	10.HCGS.627029..UFLG	LDLKFLBF	ORLDFLPHDS0	T1L8M0KCAA	DD	N576357	W	Jul-05
UTFP	30.HCFS.621171..UFLG	LDLKFLBFRLA	OCALFLXA	T1L8M0KCAA	DD	N570039	W	Jun-05
UTFP	30.HCGS.626635..UFLG	LDLKFLBGRLA	OCALFLXA	T1L8M0KCAA	DD	N576024	W	Jul-05
UTFP	54.HCGS.705575..SB	LDLKFLBGRLA	GSVLFLMAWAA	T1L8M0KCAA	DD	N564316	W	Apr-05
UTFP	15.HCGS.614149..UFLG	LDLKFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N558514	W	Mar-05
UTFP	10.HCGS.613600..UFLG	LDLKFLXC	OCALFLXADS0	T1L8M0KCAA	DD	N557703	W	Mar-05
UTFP	30.HCGS.618223..UFLG	LDLKFLXC	OCALFLXADS0	T1L8M0KCAA	DD	N565140	W	May-05
UTFP	10.HCGS.619458..UFLG	LGWDFLETRLA	LKBRFLXA	T1L8M0KCAA	DD	N567155	W	May-05
UTFP	10.HCGS.619459..UFLG	LGWDFLETRLA	LKBRFLXA	T1L8M0KCAA	DD	N567156	W	May-05
UTFP	10.HCGS.624318..UFLG	LGWDFLETRLA	LKBRFLXA	T1L8M0KCAA	DD	N573353	W	Jun-05
UTFP	10.HCGS.624319..UFLG	LGWDFLETRLA	LKBRFLXA	T1L8M0KCAA	DD	N573354	W	Jun-05
UTFP	10.HCGS.626019..UFLG	LGWDFLETRLA	ALSPFLXA4MD	T1L8M0KCAA	DD	N575351	W	Jul-05
UTFP	10.HCGS.626020..UFLG	LGWDFLETRLA	ALSPFLXA4MD	T1L8M0KCAA	DD	N575352	W	Jul-05
UTFP	10.HCGS.626021..UFLG	LGWDFLETRLA	ALSPFLXA4MD	T1L8M0KCAA	DD	N575353	W	Jul-05
UTFP	10.HCGS.626022..UFLG	LGWDFLETRLA	ALSPFLXA4MD	T1L8M0KCAA	DD	N575354	W	Jul-05

000068

UTFP	30.HCFS.628490..UFLG	LGWDFLETRLA	WNPKFLXA	T1L8M0KCAA	DD	N578620	W	Jul-05
UTFP	30.HCGS.622238..UFLG	LGWDFLETRLA	WNPKFLXA	T1L8M0KCAA	DD	N571483	W	Jul-05
UTFP	30.HCGS.623037..UFLG	LGWDFLETRLA	WNPKFLXA	T1L8M0KCAA	DD	N572501	W	Jun-05
UTFP	50.HCGS.621526..UFLG	LGWDFLETRLA	ALSPFLXA	T1L8M0KCAA	DD	N570464	W	Jun-05
UTFP	50.HCGS.621527..UFLG	LGWDFLETRLA	ALSPFLXA	T1L8M0KCAA	DD	N570465	W	Jun-05
UTFP	50.HCGS.626224..UFLG	LGWDFLETRLA	ALSPFLXA4MD	T1L8M0KCAA	DD	N575636	W	Jul-05
UTFP	75.HCGS.619717..UFLG	LGWDFLETRLA	WNPKFLXA	T1L8M0KCAA	DD	N567481	W	May-05
UTFP	75.HCGS.619718..UFLG	LGWDFLETRLA	WNPKFLXA	T1L8M0KCAA	DD	N567482	W	May-05
UTFP	83.HCXU.801926..UFLG	LGWDFLETRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N557929	W	Mar-05
UTFP	10.HCGS.617576..UFLG	LGWDFLETRLD	LKBRFLXAH16	T1L8M0KCAA	DD	N564215	W	Apr-05
UTFP	10.HCGS.620456..UFLG	LGWDFLETRLD	ALSPFLXADS0	T1L8M0KCAA	DD	N568910	W	May-05
UTFP	10.HCGS.615524..UFLG	LGWDFLGGRL0	WNPKFLXAPS0	T1L8M0KCAA	DD	N560675	W	Mar-05
UTFP	77.HCXU.802015..UFLG	LGWDFLGHRL0	ALSPFLXADS0	T1L8M0KCAA	DD	N561530	W	Apr-05
UTFP	10.HCGS.619693..UFLG	LGWDFLGHRLA	ORLFFLFF1MD	T1L8M0KCAA	DD	N567450	W	May-05
UTFP	77.HCXU.801902..UFLG	LGWDFLGHRLA	ALSPFLXA	T1L8M0KCAA	DD	N556366	W	Feb-05
UTFP	77.HCXU.801991..UFLG	LGWDFLGHRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N560428	W	Mar-05
UTFP	10.HCGS.507279..UFLG	LGWDFLGWRLA	ALSPFLXADS0	T1L8M0KCAA	DD	E380887	W	May-05
UTFP	60.HCFX.505230..UFLG	LGWDFLGWRLA	ALSPFLXADS0	T1L8M0KCAA	DD	E380848	W	Mar-05
UTFP	60.HCFX.567820..UFLG	LGWDFLGWRLA	WNPKFLXADS1	T1L8M0KCAA	DD	E380894	W	Mar-05
UTFP	83.HCXU.465594..UFLG	LGWDFLGWRLA	WNPKFLXADS1	T1L8M0KCAA	DD	E380888	W	May-05
UTFP	83.HCXU.465595..UFLG	LGWDFLGWRLA	WNPKFLXADS1	T1L8M0KCAA	DD	E380889	W	May-05
UTFP	83.HCXU.800594..UFLG	LGWDFLGWRLA	WNPKFLXADS1	T1L8M0KCAA	DD	E382274	W	May-05
UTFP	10.HCGS.621011..UFLG	LGWDFLHVRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N569770	W	Jun-05
UTFP	10.HCGS.621155..UFLG	LGWDFLHVRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N569999	W	May-05
UTFP	58.HCGS.744430..SB	LGWDFLHVRLA	LKMRFLHEDS0	T1L8M0KCAA	DD	N564324	W	Apr-05
UTFP	77.HCXU.802150..UFLG	LGWDFLHVRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N567045	W	May-05
UTFP	77.HCXU.802255..UFLG	LGWDFLHVRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N573086	W	Jun-05
UTFP	83.HCXU.802249..UFLG	LGWDFLHVRLA	WNPKFLXA	T1L8M0KCAA	DD	N573125	W	Jun-05
UTFP	10.HCGS.611699..UFLG	LGWDFLXA	KSSMFLXADS0	T1L8M0KCAA	DD	N553805	W	Mar-05
UTFP	10.HCGS.617840..UFLG	LGWDFLXA	ALSPFLXA4MD	T1L8M0KCAA	DD	N564611	W	May-05
UTFP	10.HCGS.621214..UFLG	LGWDFLXA	WNPKFLXA	T1L8M0KCAA	DD	N570052	W	Jun-05
UTFP	58.HCGS.745589..SB	LGWDFLXA	ORLDFLMA42E	T1L8M0KCAA	DD	N574646	W	Jul-05
UTFP	77.HCXU.802233..UFLG	LGWDFLXA	ALSPFLXA	T1L8M0KCAA	DD	N572107	W	Jun-05
UTFP	10.HCGS.397284..UFLG	LGWDFLXB	ALSPFLXAH18	T1L8M0KCAA	DD	E382468	W	Apr-05
UTFP	10.HCGS.478968..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	E382467	W	Apr-05
UTFP	10.HCGS.558877..UFLG	LGWDFLXB	ORLDFLPCDS0	T1L8M0KCAA	DD	E382461	W	Apr-05
UTFP	10.HCGS.614421..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N558893	W	Mar-05
UTFP	10.HCGS.618504..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N565596	W	May-05
UTFP	10.HCGS.621056..UFLG	LGWDFLXB	WNPKFLXAPS0	T1L8M0KCAA	DD	N569829	W	May-05
UTFP	10.HCGS.626634..UFLG	LGWDFLXB	WNPKFLXAW15	T1L8M0KCAA	DD	N576022	W	Jul-05
UTFP	30.HCGS.265085..UFLG	LGWDFLXB	WNPKFLTLFD1	T1L8M0KCAA	DD	E382470	W	Apr-05
UTFP	30.HCGS.615667..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N560899	W	Apr-05
UTFP	30.HCGS.617591..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N564242	W	Apr-05
UTFP	30.HCGS.618028..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N564910	W	May-05
UTFP	60.HCFX.492634..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	E382462	W	May-05
UTFP	60.HCFX.617623..UFLG	LGWDFLXB	WNPKFLXAK01	T1L8M0KCAA	DD	N564291	W	May-05
UTFP	75.HCGS.269500..UFLG	LGWDFLXB	WNPKFLXAW03	T1L8M0KCAA	DD	E382479	W	Apr-05
UTFP	75.HCGS.270908..UFLG	LGWDFLXB	WNPKFLXAW03	T1L8M0KCAA	DD	E382480	W	May-05
UTFP	77.HCXU.801897..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N555546	W	Feb-05
UTFP	77.HCXU.802046..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N563582	W	Apr-05
UTFP	77.HCXU.802049..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N563617	W	Apr-05
UTFP	77.HCXU.802258..UFLG	LGWDFLXB	ALSPFLXADS0	T1L8M0KCAA	DD	N573101	W	Jun-05
UTFP	77.HCXU.802265..UFLG	LGWDFLXB	ALSPFLXA	T1L8M0KCAA	DD	N573466	W	Jun-05
UTFP	77.HCXU.802319..UFLG	LGWDFLXB	ALSPFLXA	T1L8M0KCAA	DD	N576054	W	Jul-05
UTFP	10.HCGS.617622..UFLG	LHACFLASRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564290	W	Apr-05
UTFP	10.HCGS.614320..UFLG	LHACFLAWRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N558751	W	Mar-05
UTFP	10.HCGS.620598..UFLG	LHACFLAWRLA	NPLSFLGFW02	T1L8M0KCAA	DD	N569087	W	Jun-05

000069

UTFP	60.HCFX.611369..UFLG	LHACFLAWRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N552635	W	Mar-05
UTFP	83.HCXU.801883..UFLG	LHACFLAWRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N554311	W	Mar-05
UTFP	83.HCXU.801906..UFLG	LHACFLAWRLA	FTMYFLXAXSX	T1L8M0KCAA	DD	N556633	W	Apr-05
UTFP	83.HCXU.802078..UFLG	LHACFLAWRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564341	W	Jun-05
UTFP	10.HCGS.621053..UFLG	LHACFLBCRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N569822	W	Jun-05
UTFP	10.HCGS.621054..UFLG	LHACFLBCRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N569823	W	Jun-05
UTFP	15.HCGS.618907..UFLG	LHACFLXA	FTMYFLXAW08	T1L8M0KCAA	DD	N566212	W	May-05
UTFP	30.HCGS.622850..UFLG	LHACFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N572275	W	Jul-05
UTFP	30.HCGS.625195..UFLG	LHACFLXA	FTMYFLXA	T1L8M0KCAA	DD	N574345	W	Jul-05
UTFP	30.HCGS.625349..UFLG	LHACFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N574609	W	Jun-05
UTFP	60.HCFX.616321..UFLG	LHACFLXA	LHACFLXADS0	T1L8M0KCAA	DD	N562065	W	Apr-05
UTFP	10.HCGS.579474..UFLG	LHACFLXADS0	FTMYFLXADS0	VAR1JBSAAA	DD	N500136	W	Mar-04
UTFP	10.HCGS.613300..UFLG	LHACFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N557244	W	Apr-05
UTFP	10.HCGS.616715..UFLG	LHACFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N562774	W	Apr-05
UTFP	10.HCGS.618184..UFLG	LHACFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N565080	W	Apr-05
UTFP	10.HCGS.618185..UFLG	LHACFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N565081	W	Apr-05
UTFP	15.HCGS.613751..UFLG	LHACFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N557925	W	Mar-05
UTFP	60.HCFX.611404..UFLG	LHACFLXADS0	LHACFLXADS0	T1L8M0KCAA	DD	N552747	W	May-05
UTFP	60.HCFX.616321..UFLG	LHACFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N562065	W	Apr-05
UTFP	83.HCXU.802329..UFLG	LHACFLXADS0	FTMYFLXCDS2	T1L8M0KCAA	DD	N576697	W	Jul-05
UTFP	10.HCGS.614836..UFLG	LKBRFLXA	LKBRFLXAW03	T1L8M0KCAA	DD	N559605	W	Mar-05
UTFP	10.HCGS.617632..UFLG	LKBRFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N564306	W	Apr-05
UTFP	10.HCGS.622447..UFLG	LKBRFLXA	LKBRFLXA	T1L8M0KCAA	DD	N571772	W	Jun-05
UTFP	15.HCGS.617041..UFLG	LKBRFLXA	MTLDFLXA	T1L8M0KCAA	DD	N563280	W	Apr-05
UTFP	15.HCGS.617125..UFLG	LKBRFLXA	MTLDFLXA	T1L8M0KCAA	DD	N563425	W	Apr-05
UTFP	15.HCGS.625868..UFLG	LKBRFLXA	MTLDFLXA	T1L8M0KCAA	DD	N575176	W	Jul-05
UTFP	30.HCGS.614859..UFLG	LKBRFLXA	WNPKFLTLFD3	T1L8M0KCAA	DD	N559637	W	Mar-05
UTFP	30.HCGS.622953..UFLG	LKBRFLXA	WNPKFLXA	T1L8M0KCAA	DD	N572410	W	Jun-05
UTFP	58.HCGS.743467..SB	LKBRFLXA	ORLDFLCLDS0	VAR1JBSAAA	DD	N553218	W	Feb-05
UTFP	58.HCGS.744231..SB	LKBRFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N562332	W	May-05
UTFP	58.HCGS.744892..SB	LKBRFLXA	LKMRFLHEDS0	T1L8M0KCAA	DD	N568022	W	May-05
UTFP	58.HCGS.744893..SB	LKBRFLXA	LKMRFLHEDS0	T1L8M0KCAA	DD	N568023	W	May-05
UTFP	75.HCGS.617891..UFLG	LKBRFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N564703	W	May-05
UTFP	77.HCXU.801943..UFLG	LKBRFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N558503	W	Mar-05
UTFP	83.HCXU.801971..UFLG	LKBRFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N559653	W	Mar-05
UTFP	83.HCXU.802017..UFLG	LKBRFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N561603	W	Apr-05
UTFP	83.HCXU.802115..UFLG	LKBRFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N565681	W	Apr-05
UTFP	60.HCFX.624696..UFLG	LKBRFLXADS1	LKBRFLXADS1	T1L8M0KCAA	DD	N573731	W	Jul-05
UTFP	10.HCGS.622220..UFLG	LKBRFLXB	LKBRFLXA	T1L8M0KCAA	DD	N571468	W	Jun-05
UTFP	10.HCGS.622221..UFLG	LKBRFLXB	LKBRFLXA	T1L8M0KCAA	DD	N571469	W	Jun-05
UTFP	15.HCFS.622775..UFLG	LKBRFLXB	MTLDFLXADS1	T1L8M0KCAA	DD	N572214	W	Jun-05
UTFP	15.HCGS.617138..UFLG	LKBRFLXB	MTLDFLXADS1	T1L8M0KCAA	DD	N563438	W	Apr-05
UTFP	15.HCGS.613895..UFLG	LKBRFLXC	MTLDFLXAW02	T1L8M0KCAA	DD	N558154	W	Mar-05
UTFP	15.HCGS.615376..UFLG	LKBRFLXC	ORLEFLKTH01	T1L8M0KCAA	DD	N560465	W	Mar-05
UTFP	58.HCGS.745119..SB	LKHLFLXA	ORLDFLMAWAK	T1L8M0KCAA	DD	N570281	W	Jun-05
UTFP	10.HCGS.615489..UFLG	LKPCFLALRL0	FTMYFLXABB0	T1L8M0KCAA	DD	N560626	W	Mar-05
UTFP	15.HCGS.622037..UFLG	LKPCFLALRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N571176	W	Jun-05
UTFP	15.HCGS.625699..UFLG	LKPCFLALRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N574964	W	Jul-05
UTFP	15.HCGS.616760..UFLG	LKPCFLATRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N562832	W	May-05
UTFP	10.HCGS.613670..UFLG	LKPCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557817	W	Mar-05
UTFP	15.HCGS.616839..UFLG	LKPCFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N562930	W	May-05
UTFP	50.HCGS.623137..UFLG	LKPCFLXA	FTMYFLXA	T1L8M0KCAA	DD	N572595	W	Jun-05
UTFP	10.HCGS.570984..UFLG	LSBGFLTDRLA	GSVLFLMADS0	VAR1JBSAAA	DD	N490140	W	Jan-04
UTFP	30.HCGS.618532..UFLG	LSBGFLTDRLA	OCALFLXAW13	T1L8M0KCAA	DD	N565633	W	May-05
UTFP	75.HCGS.614254..UFLG	LSBGFLTDRLA	OCALFLXADS0	T1L8M0KCAA	DD	N558673	W	Mar-05
UTFP	75.HCGS.627255..UFLG	LSBGFLTDRLA	OCALFLXA	T1L8M0KCAA	DD	N576651	W	Jul-05
UTFP	75.HCGS.628239..UFLG	LSBGFLTDRLA	OCALFLXADS0	T1L8M0KCAA	DD	N577959	W	Jul-05

UTFP	15.HCGS.611231..UFLG	LSBGFLTHRLA	OCALFLXADS0	T1L8M0KCAA	DD	N552258	W	Feb-05
UTFP	30.HCGS.614579..UFLG	LSBGFLTMRLA	OCALFLXADS0	T1L8M0KCAA	DD	N559102	W	Mar-05
UTFP	60.HCFX.614761..UFLG	LSBGFLTMRLA	LSBGFLXADS1	T1L8M0KCAA	DD	N559420	W	Apr-05
UTFP	15.HCGS.625512..UFLG	LSBGFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N574756	W	Jul-05
UTFP	30.HCGS.614344..UFLG	LSBGFLXA	OCALFLXAW13	T1L8M0KCAA	DD	N558784	W	Mar-05
UTFP	30.HCGS.618363..UFLG	LSBGFLXA	OCALFLXAW13	T1L8M0KCAA	DD	N565401	W	May-05
UTFP	50.HCGS.617790..UFLG	LSBGFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N564544	W	Apr-05
UTFP	50.HCGS.617841..UFLG	LSBGFLXA	OCALFLXA	T1L8M0KCAA	DD	N564612	W	May-05
UTFP	54.HCGS.705464..SB	LSBGFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N556753	W	Mar-05
UTFP	54.HCGS.705484..SB	LSBGFLXA	GSVLFLMADS1	T1L8M0KCAA	DD	N559100	W	Mar-05
UTFP	54.HCGS.705488..SB	LSBGFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N559195	W	Mar-05
UTFP	60.HCFX.619251..UFLG	LSBGFLXA	WBSTFL1A001	T1L8M0KCAA	DD	N566725	W	Jun-05
UTFP	75.HCGS.627821..UFLG	LSBGFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N577310	W	Jul-05
UTFP	75.HCGS.627822..UFLG	LSBGFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N577311	W	Jul-05
UTFP	75.HCGS.627823..UFLG	LSBGFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N577312	W	Jul-05
UTFP	75.HCGS.627824..UFLG	LSBGFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N577313	W	Jul-05
UTFP	75.HCGS.627825..UFLG	LSBGFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N577314	W	Jul-05
UTFP	10.HCFS.317461..UFLG	LSBGFLXABB2	TVRSFLANRLA	T1L8M0KCAA	DD	E382361	W	Mar-05
UTFP	60.HCFX.614761..UFLG	LSBGFLXADS1	LSBGFLXADS1	T1L8M0KCAA	DD	N559420	W	Apr-05
UTFP	60.HCFX.616168..UFLG	LSBGFLXAK01	CLMTFL1A040	T1L8M0KCAA	DD	N561850	W	Apr-05
UTFP	60.HCFX.617010..UFLG	LSBGFLXAK01	DDCYFLXA	T1L8M0KCAA	DD	N563180	W	Apr-05
UTFP	60.HCFX.617905..UFLG	LSBGFLXAK01	WLWDFLXA	T1L8M0KCAA	DD	N564716	W	May-05
UTFP	60.HCFX.624182..UFLG	LSBGFLXAK01	GVLDFLAURL1	T1L8M0KCAA	DD	N573178	W	Jun-05
UTFP	54.HCGS.705564..SB	LSBGFLXC	GSVLFLMADS0	T1L8M0KCAA	DD	N563983	W	Apr-05
UTFP	30.HCGS.617720..UFLG	LSBGFLXG	OCALFLXADS0	T1L8M0KCAA	DD	N564442	W	Apr-05
UTFP	30.HCGS.624923..UFLG	LSBGFLXG	OCALFLXAW13	T1L8M0KCAA	DD	N573969	W	Jul-05
UTFP	54.HCGS.705516..SB	LSBGFLXG	GSVLFLMAK31	T1L8M0KCAA	DD	N561331	W	Apr-05
UTFP	54.HCGS.705560..SB	LSBGFLXG	GSVLFLMADS0	T1L8M0KCAA	DD	N563916	W	Apr-05
UTFP	10.HCGS.613663..CEFL	MDSNFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N557813	W	Mar-05
UTFP	10.HCGS.616256..CEFL	MDSNFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N561954	W	Apr-05
UTFP	30.HCGS.621077..CEFL	MDSNFLXA	TLHSFLATFD3	T1L8M0KCAA	DD	N569881	W	Jun-05
UTFP	75.HCGS.614737..CEFL	MDSNFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N559344	W	Apr-05
UTFP	50.HCGS.621761..CEFL	MDSNFLXADS0	TLHSFLXADS0	T1L8M0KCAA	DD	N570819	W	Jun-05
UTFP	54.HCGS.705714..SB	MNNLFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N574533	W	Jul-05
UTFP	10.HCGS.612330..CEFL	MNTIFLXA	TLHSFLXA	T1L8M0KCAA	DD	N555547	W	Feb-05
UTFP	10.HCGS.627213..CEFL	MNTIFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N576595	W	Jul-05
UTFP	30.HCGS.625548..CEFL	MNTIFLXA	TLHSFLXF	T1L8M0KCAA	DD	N574780	W	Jul-05
UTFP	30.HCGS.625568..CEFL	MNTIFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N574810	W	Jul-05
UTFP	30.HCGS.625591..CEFL	MNTIFLXA	TLHSFLATFD3	T1L8M0KCAA	DD	N574845	W	Jul-05
UTFP	30.HCGS.625602..CEFL	MNTIFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N574864	W	Jul-05
UTFP	50.HCGS.621153..CEFL	MNTIFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N569995	W	Jun-05
UTFP	75.HCGS.614678..CEFL	MNTIFLXA	TLHSFLUS1MD	T1L8M0KCAA	DD	N559217	W	Apr-05
UTFP	10.HCGS.624262..UFLG	MOISFLAMRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N573314	W	Jun-05
UTFP	60.HCFX.616605..UFLG	MOISFLAMRLA	MOISFLXADS1	T1L8M0KCAA	DD	N562542	W	Apr-05
UTFP	10.HCGS.621689..UFLG	MOISFLXA	FTMYFL39W01	T1L8M0KCAA	DD	N570731	W	Jul-05
UTFP	30.HCGS.614713..UFLG	MOISFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N559319	W	Mar-05
UTFP	30.HCGS.622432..UFLG	MOISFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N571744	W	Jun-05
UTFP	60.HCFX.616538..UFLG	MOISFLXA	MOISFL1A013	T1L8M0KCAA	DD	N562449	W	Apr-05
UTFP	60.HCFX.616538..UFLG	MOISFLXA	MOISFLXADS1	T1L8M0KCAA	DD	N562449	W	Apr-05
UTFP	15.HCGS.611142..UFLG	MOISFLXADS1	FTMYFLXADS0	T1L8M0KCAA	DD	N551567	W	Feb-05
UTFP	15.HCGS.624841..UFLG	MOISFLXADS1	FTMYFLXADS0	T1L8M0KCAA	DD	N573895	W	Jun-05
UTFP	60.HCFX.616605..UFLG	MOISFLXADS1	MOISFLXADS1	T1L8M0KCAA	DD	N562542	W	Apr-05
UTFP	10.HCGS.617670..UFLG	MOISFLXB	GLGCFLXADS0	T1L8M0KCAA	DD	N564365	W	Apr-05
UTFP	15.HCGS.618636..UFLG	MOISFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N565803	W	May-05
UTFP	30.HCGS.612208..UFLG	MOISFLXB	FTMYFLXCDS2	T1L8M0KCAA	DD	N555254	W	Feb-05
UTFP	30.HCGS.618231..UFLG	MOISFLXB	FTMYFLXCDS2	T1L8M0KCAA	DD	N565152	W	May-05
UTFP	50.HCGS.612464..UFLG	MOISFLXB	AVPKFLXADS0	T1L8M0KCAA	DD	N555743	W	Mar-05

000071

UTFP	50.HCGS.612465..UFLG	MOISFLXB	AVPKFLXADS0	T1L8M0KCAA	DD	N555744	W	Mar-05
UTFP	15.HCGS.617040..UFLG	MONRFLAA	FTMYFLXADS0	T1L8M0KCAA	DD	N563279	W	Apr-05
UTFP	10.HCGS.612914..UFLG	MRDCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N556716	W	Mar-05
UTFP	10.HCGS.613679..UFLG	MRDCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557854	W	May-05
UTFP	30.HCGS.613091..UFLG	MRDCFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N556937	W	May-05
UTFP	30.HCGS.613766..UFLG	MRDCFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N557973	W	May-05
UTFP	30.HCGS.614355..UFLG	MRDCFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N558794	W	Apr-05
UTFP	30.HCGS.619678..UFLG	MRDCFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N567438	W	Jun-05
UTFP	30.HCGS.624602..UFLG	MRDCFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N573665	W	Jul-05
UTFP	50.HCGS.621057..UFLG	MRDCFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N569831	W	Jun-05
UTFP	50.HCGS.624961..UFLG	MRDCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N574026	W	Jun-05
UTFP	50.HCGS.627283..UFLG	MRDCFLXA	FTMYFLXAW02	T1L8M0KCAA	DD	N576685	W	Jul-05
UTFP	75.HCGS.599229..UFLG	MRDCFLXA	FTMYFLXADS0	VAR1JBSAAA	DD	N529738	W	Oct-04
UTFP	75.HCGS.625800..UFLG	MRDCFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N575124	W	Jul-05
UTFP	15.HCGS.619372..UFLG	MRHNFLAHRL0	FTMYFLXA	T1L8M0KCAA	DD	N567026	W	May-05
UTFP	15.HCGS.619373..UFLG	MRHNFLAHRL0	FTMYFLXA	T1L8M0KCAA	DD	N567027	W	May-05
UTFP	10.HCGS.617703..UFLG	MRHNFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N564387	W	Apr-05
UTFP	50.HCGS.611412..UFLG	MRHNFLXA	FTMYFLXADS0	VAR1JBSAAA	DD	N552769	W	Feb-05
UTFP	50.HCGS.621530..UFLG	MRHNFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N570463	W	Jun-05
UTFP	10.HCGS.613950..UFLG	MRHNFLXARS0	FTMYFLXADS0	T1L8M0KCAA	DD	N558235	W	Mar-05
UTFP	50.HCGS.702846..SB	MRNNFLBNRL0	PNCYFLMADS0	T1L8M0KCAA	DD	N553790	W	Feb-05
UTFP	15.HCGS.542142..CEFL	MRNNFLBPRL0	MRNNFLXADS0	T1L8M0KCAA	DD	N455535	W	May-03
UTFP	15.HCGS.556568..CEFL	MRNNFLBPRL0	GDRGFLXADS0	T1L8M0KCAA	DD	N469857	W	Aug-03
UTFP	15.HCGS.618496..CEFL	MRNNFLBPRL0	BNFYFLAORLA	T1L8M0KCAA	DD	N565583	W	May-05
UTFP	15.HCGS.620819..CEFL	MRNNFLBPRL0	CTDLFLXARS0	T1L8M0KCAA	DD	N569459	W	Jun-05
UTFP	15.HCGS.620830..CEFL	MRNNFLBPRL0	GDRGFLXADS0	T1L8M0KCAA	DD	N569469	W	Jun-05
UTFP	15.HCGS.620835..CEFL	MRNNFLBPRL0	MRNNFLXADS0	T1L8M0KCAA	DD	N569473	W	Jun-05
UTFP	30.HCFS.702986..SB	MRNNFLXA	PNCYFLMADS0	T1L8M0KCAA	DD	N566640	W	May-05
UTFP	15.HCGS.542142..CEFL	MRNNFLXADS0	MRNNFLXADS0	T1L8M0KCAA	DD	N455535	W	May-03
UTFP	15.HCGS.620835..CEFL	MRNNFLXADS0	MRNNFLBPRL0	T1L8M0KCAA	DD	N569473	W	Jun-05
UTFP	50.HCGS.703039..SB	MRNNFLXADS0	CHPLFLJADS0	T1L8M0KCAA	DD	N573745	W	Jun-05
UTFP	10.HCGS.619116..UFLG	MRTNFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N566539	W	May-05
UTFP	15.HCGS.625802..UFLG	MSCTFLXA	ORLEFLCFH10	T1L8M0KCAA	DD	N575126	W	Jul-05
UTFP	30.HCGS.613185..UFLG	MTDRFLAKRLA	OCALFLXADS0	T1L8M0KCAA	DD	N557151	W	Mar-05
UTFP	75.HCGS.619165..UFLG	MTDRFLANRLA	OCALFLXADS0	T1L8M0KCAA	DD	N566570	W	May-05
UTFP	30.HCGS.614223..UFLG	MTDRFLAORLA	OCALFLXADS0	T1L8M0KCAA	DD	N558640	W	Mar-05
UTFP	30.HCGS.620397..UFLG	MTDRFLASRLA	OCALFLXADS0	T1L8M0KCAA	DD	N568785	W	Jun-05
UTFP	50.HCGS.618763..UFLG	MTDRFLASRLA	OCALFLXA	T1L8M0KCAA	DD	N566046	W	Jun-05
UTFP	10.HCGS.622720..UFLG	MTDRFLXA	OCALFLXA	T1L8M0KCAA	DD	N572120	W	Jun-05
UTFP	15.HCGS.613511..UFLG	MTDRFLXARS0	MTLDFLXADS1	T1L8M0KCAA	DD	N557574	W	Mar-05
UTFP	15.HCGS.615383..UFLG	MTDRFLXARS0	MTLDFLXADS1	T1L8M0KCAA	DD	N560469	W	Apr-05
UTFP	50.HCGS.591094..UFLG	MTDRFLXARS0	OCALFLXADS0	VAR1JBSAAA	DD	N517822	W	Jul-04
UTFP	50.HCGS.612074..UFLG	MTLDFLENH01	MTLDFLXADS1	T1L8M0KCAA	DD	E382883	W	May-05
UTFP	10.HCGS.621131..UFLG	MTLDFLFDRL0	WNPKFLXAW01	T1L8M0KCAA	DD	N569963	W	May-05
UTFP	50.HCGS.612059..UFLG	MTLDFLFDRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N554993	W	Feb-05
UTFP	77.HCXU.802199..UFLG	MTLDFLFDRLA	WNPKFLXA	T1L8M0KCAA	DD	N569721	W	May-05
UTFP	77.HCXU.802216..UFLG	MTLDFLFDRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N570708	W	Jun-05
UTFP	10.HCGS.624273..UFLG	MTLDFLFURLA	MTLDFLXA	T1L8M0KCAA	DD	N573318	W	Jun-05
UTFP	10.HCGS.624274..UFLG	MTLDFLFURLA	MTLDFLXA	T1L8M0KCAA	DD	N573319	W	Jun-05
UTFP	15.HCGS.612669..UFLG	MTLDFLFURLA	MTLDFLXADS1	T1L8M0KCAA	DD	N556225	W	Mar-05
UTFP	15.HCGS.612670..UFLG	MTLDFLFURLA	MTLDFLXADS1	T1L8M0KCAA	DD	N556226	W	Mar-05
UTFP	15.HCGS.614172..UFLG	MTLDFLFURLA	MTLDFLXADS1	T1L8M0KCAA	DD	N558534	W	Mar-05
UTFP	10.HCGS.617146..UFLG	MTLDFLFVRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N563448	W	Apr-05
UTFP	10.HCGS.622094..UFLG	MTLDFLFVRLA	WNPKFLXAW01	T1L8M0KCAA	DD	N571252	W	Jun-05
UTFP	10.HCGS.622630..UFLG	MTLDFLFVRLA	WNPKFLXA	T1L8M0KCAA	DD	N572017	W	Jun-05
UTFP	10.HCGS.622645..UFLG	MTLDFLFVRLA	WNPKFLXA	T1L8M0KCAA	DD	N572028	W	Jun-05
UTFP	10.HCGS.622650..UFLG	MTLDFLFVRLA	WNPKFLXA	T1L8M0KCAA	DD	N572031	W	Jun-05

000072

UTFP	10.HCGS.625604..UFLG	MTLDFLFVRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N574866	W	Jul-05
UTFP	10.HCGS.627181..UFLG	MTLDFLFVRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N576571	W	Jul-05
UTFP	58.HCGS.725243..SB	MTLDFLFVRLA	ORLDFLMA42E	T1L8M0KCAA	DD	E385192	W	Jun-05
UTFP	58.HCGS.745148..SB	MTLDFLFVRLA	ORLDFLMA42E	T1L8M0KCAA	DD	N570609	W	Jun-05
UTFP	77.HCXU.800073..UFLG	MTLDFLFVRLA	WNPKFLXADS1	T1L8M0KCAA	DD	E384714	W	May-05
UTFP	77.HCXU.802035..UFLG	MTLDFLFVRLA	WNPKFLXAH05	T1L8M0KCAA	DD	N562829	W	Apr-05
UTFP	83.HCXU.801317..UFLG	MTLDFLFVRLA	KSSMFLXADS0	T1L8M0KCAA	DD	E383725	W	May-05
UTFP	10.HCGS.612692..UFLG	MTLDFLFVRLB	WNPKFLXAPS0	T1L8M0KCAA	DD	N556359	W	Mar-05
UTFP	10.HCFS.622581..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N571951	W	Jun-05
UTFP	10.HCFS.622582..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N571952	W	Jun-05
UTFP	10.HCGS.540973..UFLG	MTLDFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	C566420	W	May-05
UTFP	10.HCGS.579177..UFLG	MTLDFLXA	WNPKFLXADS1	T1L8M0KCAA	DD	E383181	W	Jun-05
UTFP	10.HCGS.611534..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N553097	W	Feb-05
UTFP	10.HCGS.611535..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N553099	W	Feb-05
UTFP	10.HCGS.611616..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N553420	W	Feb-05
UTFP	10.HCGS.611618..UFLG	MTLDFLXA	WNPKFLXA	T1L8M0KCAA	DD	N553424	W	Feb-05
UTFP	10.HCGS.612314..UFLG	MTLDFLXA	ALSPFLXA4MD	T1L8M0KCAA	DD	N555528	W	Mar-05
UTFP	10.HCGS.612488..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N555789	W	Mar-05
UTFP	10.HCGS.613119..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N557033	W	Mar-05
UTFP	10.HCGS.613947..UFLG	MTLDFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N558234	W	Mar-05
UTFP	10.HCGS.616454..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N562326	W	Apr-05
UTFP	10.HCGS.617927..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N564748	W	Apr-05
UTFP	10.HCGS.619827..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N567742	W	May-05
UTFP	10.HCGS.619938..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N567884	W	May-05
UTFP	10.HCGS.620818..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N569453	W	May-05
UTFP	10.HCGS.621055..UFLG	MTLDFLXA	WNPKFLXEH41	T1L8M0KCAA	DD	N569828	W	May-05
UTFP	10.HCGS.621062..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N569835	W	May-05
UTFP	10.HCGS.626438..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N575857	W	Jul-05
UTFP	15.HCGS.617001..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563164	W	Apr-05
UTFP	15.HCGS.621322..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N570203	W	Jun-05
UTFP	15.HCGS.622867..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N572323	W	Jul-05
UTFP	15.HCGS.622868..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N572324	W	Jul-05
UTFP	30.HCFS.615181..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N560161	W	Mar-05
UTFP	30.HCGS.510977..UFLG	MTLDFLXA	WNPKFLXADS1	T1L8M0KCAA	DD	E383580	W	Jun-05
UTFP	30.HCGS.611526..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N553079	W	Mar-05
UTFP	30.HCGS.615238..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N560211	W	Apr-05
UTFP	30.HCGS.615283..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N560264	W	Apr-05
UTFP	30.HCGS.615291..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N560275	W	Apr-05
UTFP	30.HCGS.615292..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N560276	W	Apr-05
UTFP	30.HCGS.616216..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561919	W	Apr-05
UTFP	30.HCGS.616266..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561972	W	Apr-05
UTFP	30.HCGS.616269..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561973	W	Apr-05
UTFP	30.HCGS.616812..UFLG	MTLDFLXA	WNPKFLTLFD3	T1L8M0KCAA	DD	N562914	W	Apr-05
UTFP	30.HCGS.622170..UFLG	MTLDFLXA	WNPKFLXA	T1L8M0KCAA	DD	N571345	W	Jun-05
UTFP	30.HCGS.624236..UFLG	MTLDFLXA	WNPKFLXA	T1L8M0KCAA	DD	N573274	W	Jun-05
UTFP	50.HCGS.613470..UFLG	MTLDFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N557516	W	Mar-05
UTFP	50.HCGS.614483..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N558973	W	Mar-05
UTFP	50.HCGS.614487..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N558995	W	Mar-05
UTFP	50.HCGS.614498..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N559003	W	Mar-05
UTFP	50.HCGS.614519..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N559032	W	Mar-05
UTFP	50.HCGS.616778..UFLG	MTLDFLXA	MTLDFLXA1MD	T1L8M0KCAA	DD	N562851	W	Apr-05
UTFP	50.HCGS.616779..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N562852	W	Apr-05
UTFP	50.HCGS.616780..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N562853	W	Apr-05
UTFP	50.HCGS.622078..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N571244	W	Jun-05
UTFP	50.HCGS.622084..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N571247	W	Jul-05
UTFP	50.HCGS.622085..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N571248	W	Jul-05
UTFP	50.HCGS.622996..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N572450	W	Jun-05

000073

UTFP	75.HCGS.582530..UFLG	MTLDFLXA	WNPKFLXADS1	VAR1JBSAAA	DD	N505161	W	Apr-04
UTFP	75.HCGS.614664..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N559197	W	Mar-05
UTFP	75.HCGS.614739..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N559350	W	Apr-05
UTFP	75.HCGS.615747..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561210	W	May-05
UTFP	75.HCGS.615748..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561211	W	May-05
UTFP	75.HCGS.615749..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N561212	W	May-05
UTFP	75.HCGS.618309..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N565268	W	Jun-05
UTFP	75.HCGS.618705..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N565880	W	May-05
UTFP	75.HCGS.620272..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N568525	W	May-05
UTFP	75.HCGS.620508..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N568973	W	May-05
UTFP	75.HCGS.620525..UFLG	MTLDFLXA	WNPKFLXAK31	T1L8M0KCAA	DD	N568990	W	May-05
UTFP	75.HCGS.620530..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N568996	W	May-05
UTFP	75.HCGS.627815..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N577302	W	Jul-05
UTFP	77.HCXU.801847..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N551104	W	Feb-05
UTFP	77.HCXU.801901..UFLG	MTLDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N556400	W	Feb-05
UTFP	77.HCXU.802223..UFLG	MTLDFLXA	MTLDFLXA	T1L8M0KCAA	DD	N571251	W	Jun-05
UTFP	83.HCXU.802312..UFLG	MTLDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N575620	W	Jul-05
UTFP	30.HCGS.622068..CEFL	NCVLFLAZRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N571215	W	Jun-05
UTFP	30.HCGS.628215..CEFL	NCVLFLU0009	FTWBFLXAW04	T1L8M0KCAA	DD	N577934	W	Jul-05
UTFP	15.HCGS.440332..UFLG	NFMYFLAIRLA	NFMYFLXADS0	T1L8M0KCAA	DD	E383007	W	Apr-05
UTFP	15.HCGS.470452..UFLG	NFMYFLAIRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	E383009	W	Apr-05
UTFP	15.HCGS.555476..UFLG	NFMYFLAIRLA	FTMYFLXADS0	T1L8M0KCAA	DD	E383008	W	Apr-05
UTFP	15.HCGS.573825..UFLG	NFMYFLAIRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	E383012	W	Apr-05
UTFP	15.HCGS.612193..UFLG	NFMYFLAIRLA	FTMYFLDZW01	T1L8M0KCAA	DD	E383013	W	Apr-05
UTFP	15.HCGS.616790..UFLG	NFMYFLAKRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N562857	W	Apr-05
UTFP	15.HCGS.440332..UFLG	NFMYFLXADS0	CPCRFLXBDS1	T1L8M0KCAA	DD	E383007	W	Apr-05
UTFP	15.HCGS.612247..UFLG	NFMYFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N555362	W	Feb-05
UTFP	60.HCFX.617283..UFLG	NFMYFLXADS0	NFMYFLXADS0	T1L8M0KCAA	DD	N563684	W	Apr-05
UTFP	15.HCGS.618808..UFLG	NFMYFLXB	FTMYFLXAW08	T1L8M0KCAA	DD	N566087	W	May-05
UTFP	10.HCGS.615537..UFLG	NFMYFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N560686	W	Mar-05
UTFP	10.HCGS.615538..UFLG	NFMYFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N560687	W	Mar-05
UTFP	60.HCFX.617283..UFLG	NFMYFLXG	NFMYFLXADS0	T1L8M0KCAA	DD	N563684	W	Apr-05
UTFP	83.HCXU.802165..UFLG	NFMYFLXG	FTMYFLXA	T1L8M0KCAA	DD	N568409	W	May-05
UTFP	83.HCXU.802177..UFLG	NFMYFLXG	FTMYFLXA	T1L8M0KCAA	DD	N568984	W	Jun-05
UTFP	10.HCGS.613768..UFLG	NFMYFLXGRS0	FTMYFLXA	T1L8M0KCAA	DD	N557975	W	Mar-05
UTFP	10.HCGS.616482..UFLG	NFMYFLXGRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N562338	W	Apr-05
UTFP	10.HCGS.619381..UFLG	NFMYFLXGRS0	FTMYFLXAW08	T1L8M0KCAA	DD	N567038	W	May-05
UTFP	10.HCGS.614930..UFLG	NFMYFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N559699	W	Mar-05
UTFP	10.HCGS.614931..UFLG	NFMYFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N559700	W	Mar-05
UTFP	10.HCGS.614932..UFLG	NFMYFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N559701	W	Mar-05
UTFP	10.HCGS.614933..UFLG	NFMYFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N559702	W	Mar-05
UTFP	15.HCGS.625106..UFLG	NNPLFLAWRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N574255	W	Jul-05
UTFP	30.HCGS.621977..UFLG	NNPLFLAWRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N571103	W	Jun-05
UTFP	10.HCGS.610993..UFLG	NNPLFLAXRLA	AVPKFLXA	T1L8M0KCAA	DD	N551058	W	Mar-05
UTFP	10.HCGS.610994..UFLG	NNPLFLAXRLA	AVPKFLXA	T1L8M0KCAA	DD	N551059	W	Mar-05
UTFP	10.HCGS.610995..UFLG	NNPLFLAXRLA	AVPKFLXA	T1L8M0KCAA	DD	N551060	W	Mar-05
UTFP	10.HCGS.612171..UFLG	NNPLFLAXRLA	GLGCFLXADS0	T1L8M0KCAA	DD	N555194	W	Mar-05
UTFP	10.HCGS.619701..UFLG	NNPLFLAXRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N567455	W	May-05
UTFP	10.HCGS.627128..UFLG	NNPLFLAXRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N576493	W	Jul-05
UTFP	60.HCFX.612227..UFLG	NNPLFLAXRLA	NNPLFLXAK01	T1L8M0KCAA	DD	N555277	W	Mar-05
UTFP	77.HCXU.802333..UFLG	NNPLFLAXRLA	NNPLFLXA	T1L8M0KCAA	DD	N576825	W	Jul-05
UTFP	10.HCGS.613661..UFLG	NNPLFLBHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557812	W	Mar-05
UTFP	10.HCGS.617492..UFLG	NNPLFLBHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N564095	W	Apr-05
UTFP	77.HCXU.802245..UFLG	NNPLFLBIRLA	NNPLFLXADS1	T1L8M0KCAA	DD	N572841	W	Jun-05
UTFP	10.HCGS.626851..UFLG	NNPLFLBMRLA	GLGCFLXADS0	T1L8M0KCAA	DD	N576194	W	Jul-05
UTFP	10.HCGS.612814..UFLG	NNPLFLBMRLB	GLGCFLXADS0	T1L8M0KCAA	DD	N556582	W	Mar-05
UTFP	10.HCGS.616687..UFLG	NNPLFLBMRLB	FTMYFLXADS0	T1L8M0KCAA	DD	N562710	W	Apr-05

UTFP 10.HCGS.620720..UFLG	NNPLFLBMRLB	NPLSFLGFW02	T1L8M0KCAA	DD	N569292	W	Jun-05
UTFP 15.HCGS.619117..UFLG	NNPLFLBMRLB	FTMYFLXADS0	T1L8M0KCAA	DD	N566540	W	May-05
UTFP 30.HCGS.614928..UFLG	NNPLFLBQRLA	FTMYFLMAFD3	T1L8M0KCAA	DD	N559692	W	Mar-05
UTFP 77.HCXU.802172..UFLG	NNPLFLBQRLA	NNPLFLXADS1	T1L8M0KCAA	DD	N568388	W	Jun-05
UTFP 10.HCGS.614738..UFLG	NNPLFLBURLA	FTMYFLXADS0	T1L8M0KCAA	DD	N559349	W	Mar-05
UTFP 10.HCGS.617765..UFLG	NNPLFLBURLA	GLGCFLXADS0	T1L8M0KCAA	DD	N564510	W	Apr-05
UTFP 30.HCGS.622191..UFLG	NNPLFLBVRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N571414	W	Jun-05
UTFP 60.HCFX.617414..UFLG	NNPLFLBVRLA	NPLSFL1A230	T1L8M0KCAA	DD	N563944	W	Apr-05
UTFP 77.HCXU.802298..UFLG	NNPLFLBVRLA	NNPLFLXADS1	T1L8M0KCAA	DD	N575102	W	Jun-05
UTFP 75.HCGS.621094..UFLG	NNPLFLCFRL0	FTMYFLDZW01	T1L8M0KCAA	DD	N569905	W	Jun-05
UTFP 10.HCGS.611656..UFLG	NNPLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N553639	W	Feb-05
UTFP 10.HCGS.619721..UFLG	NNPLFLXA	FTMYFL39W01	T1L8M0KCAA	DD	N567485	W	May-05
UTFP 30.HCGS.614488..UFLG	NNPLFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N558996	W	Mar-05
UTFP 30.HCGS.616342..UFLG	NNPLFLXA	FTMYFLXCDS2	T1L8M0KCAA	DD	N562120	W	Apr-05
UTFP 30.HCGS.616617..UFLG	NNPLFLXA	FTMYFLMAFD3	T1L8M0KCAA	DD	N562559	W	Apr-05
UTFP 50.HCGS.626203..UFLG	NNPLFLXA	FTMYFLXAW02	T1L8M0KCAA	DD	N575619	W	Jul-05
UTFP 60.HCFX.616667..UFLG	NNPLFLXA	NPLSFL1A226	T1L8M0KCAA	DD	N562640	W	Apr-05
UTFP 60.HCFX.617381..UFLG	NNPLFLXA	NNPLFLXADS1	T1L8M0KCAA	DD	N563894	W	Apr-05
UTFP 60.HCFX.617381..UFLG	NNPLFLXA	NPLSFL1A233	T1L8M0KCAA	DD	N563894	W	Apr-05
UTFP 75.HCGS.621953..UFLG	NNPLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N571072	W	Jul-05
UTFP 60.HCFX.616667..UFLG	NNPLFLXADS1	NPLSFL1A226	T1L8M0KCAA	DD	N562640	W	Apr-05
UTFP 60.HCFX.617414..UFLG	NNPLFLXADS1	NPLSFL1A230	T1L8M0KCAA	DD	N563944	W	Apr-05
UTFP 60.HCFX.617461..UFLG	NNPLFLXADS1	NPLSFL1A229	T1L8M0KCAA	DD	N564022	W	Apr-05
UTFP 60.HCFX.612227..UFLG	NNPLFLXAK01	NNPLFLAXRLA	T1L8M0KCAA	DD	N555277	W	Mar-05
UTFP 10.HCGS.613673..UFLG	NNPLFLXC	FTMYFLXCDS2	T1L8M0KCAA	DD	N557823	W	Mar-05
UTFP 10.HCGS.615761..UFLG	NNPLFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N561217	W	Mar-05
UTFP 10.HCGS.617019..UFLG	NNPLFLXC	NNPLFLXA	T1L8M0KCAA	DD	N563212	W	Apr-05
UTFP 10.HCGS.617020..UFLG	NNPLFLXC	NNPLFLXA	T1L8M0KCAA	DD	N563213	W	Apr-05
UTFP 10.HCGS.620410..UFLG	NNPLFLXC	FTMYFLXAW02	T1L8M0KCAA	DD	N568832	W	May-05
UTFP 10.HCGS.623986..UFLG	NNPLFLXC	GLGCFLXADS0	T1L8M0KCAA	DD	N572906	W	Jun-05
UTFP 10.HCGS.627099..UFLG	NNPLFLXC	NPLSFLXD	T1L8M0KCAA	DD	N576455	W	Jul-05
UTFP 75.HCGS.611253..UFLG	NNPLFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N552357	W	Feb-05
UTFP 77.HCXU.802285..UFLG	NNPLFLXC	NNPLFLXADS1	T1L8M0KCAA	DD	N574464	W	Jul-05
UTFP 77.HCXU.802293..UFLG	NNPLFLXC	NNPLFLXADS1	T1L8M0KCAA	DD	N574791	W	Jul-05
UTFP 83.HCXU.802284..UFLG	NNPLFLXC	FTMYFLXA	T1L8M0KCAA	DD	N574458	W	Jul-05
UTFP 10.HCGS.613717..UFLG	NNPLFLXD	FTMYFL39W01	T1L8M0KCAA	DD	N557893	W	Mar-05
UTFP 10.HCGS.615706..UFLG	NNPLFLXD	GLGCFLXADS0	T1L8M0KCAA	DD	N560944	W	Apr-05
UTFP 10.HCGS.615965..UFLG	NNPLFLXD	NPLSFLGFW02	T1L8M0KCAA	DD	N561505	W	Apr-05
UTFP 15.HCGS.625109..UFLG	NNPLFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N574258	W	Jul-05
UTFP 50.HCGS.622594..UFLG	NNPLFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N571961	W	Jun-05
UTFP 50.HCGS.624940..UFLG	NNPLFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N573988	W	Jun-05
UTFP 10.HCGS.612275..UFLG	NNPLFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N555413	W	Feb-05
UTFP 10.HCGS.612467..UFLG	NNPLFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N555745	W	Feb-05
UTFP 10.HCGS.618688..UFLG	NNPLFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N565863	W	May-05
UTFP 15.HCGS.626195..UFLG	NNPLFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N575614	W	Jul-05
UTFP 15.HCGS.626196..UFLG	NNPLFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N575615	W	Jul-05
UTFP 77.HCXU.801638..UFLG	NNPLFLXF	NNPLFLXADS1	T1L8M0KCAA	DD	C570106	W	May-05
UTFP 77.HCXU.802316..UFLG	NNPLFLXF	NNPLFLXADS1	T1L8M0KCAA	DD	N575930	W	Jul-05
UTFP 83.HCXU.802153..UFLG	NNPLFLXF	FTMYFLXADS0	T1L8M0KCAA	DD	N567229	W	May-05
UTFP 10.HCGS.613616..UFLG	NNPLFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N557754	W	Mar-05
UTFP 10.HCGS.615308..UFLG	NNPLFLXG	FTMYFLXADS0	T1L8M0KCAA	DD	N560286	W	Mar-05
UTFP 30.HCGS.583635..UFLG	NPLSFLCVO31	NNPLFLXA	VAR1JBSAAA	DD	E370214	W	May-05
UTFP 15.HCGS.626246..UFLG	NPLSFLGTRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N575642	W	Jul-05
UTFP 30.HCFS.621877..UFLG	NPLSFLGTRLA	FTMYFLXC	T1L8M0KCAA	DD	N571005	W	Jun-05
UTFP 83.HCXU.802074..UFLG	NPLSFLGTRLB	FTMYFLXADS0	T1L8M0KCAA	DD	N564218	W	Apr-05
UTFP 10.HCGS.620476..UFLG	NPLSFLHVRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N568934	W	Jun-05
UTFP 30.HCFS.622172..UFLG	NPLSFLIFRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N571347	W	Jul-05

000075

UTFP	83.HCXU.801783..UFLG	NPLSFLIFRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N546062	W	May-05
UTFP	15.HCGS.613753..UFLG	NPLSFLIURLA	NPLSFLXD	T1L8M0KCAA	DD	N557927	W	Mar-05
UTFP	10.HCGS.628056..UFLG	NPLSFLJFRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N577683	W	Jul-05
UTFP	30.HCFS.621876..UFLG	NPLSFLJFRLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N571003	W	Jun-05
UTFP	50.HCGS.611029..UFLG	NPLSFLJFRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N551102	W	Feb-05
UTFP	30.HCFS.616106..UFLG	NPLSFLJORLA	FTMYFLXCDS2	T1L8M0KCAA	DD	N561754	W	Apr-05
UTFP	75.HCGS.616643..UFLG	NPLSFLJORLA	FTMYFLXADS0	T1L8M0KCAA	DD	N562591	W	Apr-05
UTFP	75.HCGS.616644..UFLG	NPLSFLJORLA	FTMYFLXADS0	T1L8M0KCAA	DD	N562592	W	Apr-05
UTFP	10.HCGS.624815..UFLG	NPLSFLJPRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N573852	W	Jun-05
UTFP	10.HCGS.613008..UFLG	NPLSFLJYRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N556780	W	Feb-05
UTFP	75.HCGS.624217..UFLG	NPLSFLJYRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N573223	W	Jun-05
UTFP	10.HCGS.620409..UFLG	NPLSFLKJRLA	FTMYFL39W01	T1L8M0KCAA	DD	N568823	W	May-05
UTFP	10.HCGS.626864..UFLG	NPLSFLKJRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N576203	W	Jul-05
UTFP	15.HCGS.620797..UFLG	NPLSFLKJRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N569384	W	Jun-05
UTFP	10.HCGS.620335..UFLG	NPLSFLKLRLA	NNPLFLXA	T1L8M0KCAA	DD	N568636	W	Jul-05
UTFP	10.HCGS.458151..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380505	W	Mar-05
UTFP	10.HCGS.465780..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380522	W	Mar-05
UTFP	10.HCGS.465978..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380380	W	Feb-05
UTFP	10.HCGS.525990..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380381	W	Feb-05
UTFP	10.HCGS.528848..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380364	W	Feb-05
UTFP	10.HCGS.529970..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380383	W	Feb-05
UTFP	10.HCGS.533775..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380365	W	Feb-05
UTFP	10.HCGS.534992..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380502	W	Mar-05
UTFP	10.HCGS.547515..UFLG	NPLSFLLFO00	GLGCFLXADS0	T1L8M0KCAA	DD	E380523	W	Mar-05
UTFP	10.HCGS.551214..UFLG	NPLSFLLFO00	GLGCFLXADS0	T1L8M0KCAA	DD	E380504	W	Mar-05
UTFP	10.HCGS.555117..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380374	W	Feb-05
UTFP	10.HCGS.564838..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380362	W	Feb-05
UTFP	10.HCGS.564839..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380361	W	Feb-05
UTFP	10.HCGS.576354..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380527	W	Feb-05
UTFP	10.HCGS.583473..UFLG	NPLSFLLFO00	GLGCFLXADS0	T1L8M0KCAA	DD	E380514	W	Mar-05
UTFP	10.HCGS.584308..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380382	W	Feb-05
UTFP	10.HCGS.587574..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380378	W	Feb-05
UTFP	10.HCGS.590399..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380529	W	Feb-05
UTFP	10.HCGS.595506..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380372	W	Feb-05
UTFP	10.HCGS.598290..UFLG	NPLSFLLFO00	GLGCFLXADS0	T1L8M0KCAA	DD	E380376	W	Feb-05
UTFP	10.HCGS.601125..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E380359	W	Feb-05
UTFP	10.HCGS.602441..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E383526	W	Apr-05
UTFP	10.HCGS.606751..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E383525	W	Apr-05
UTFP	10.HCGS.608489..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E383527	W	Apr-05
UTFP	10.HCGS.617164..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	N563482	W	Apr-05
UTFP	10.HCGS.617165..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	N563483	W	Apr-05
UTFP	10.HCGS.622264..UFLG	NPLSFLLFO00	GLGCFLXA	T1L8M0KCAA	DD	N571520	W	Jun-05
UTFP	10.HCGS.624069..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	N573029	W	Jun-05
UTFP	10.HCGS.625397..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	N574663	W	Jun-05
UTFP	30.HCFS.511665..UFLG	NPLSFLLFO00	FTMYFLXCDS2	T1L8M0KCAA	DD	E380513	W	Mar-05
UTFP	30.HCFS.526165..UFLG	NPLSFLLFO00	FTMYFLXCDS2	T1L8M0KCAA	DD	E380367	W	Feb-05
UTFP	30.HCGS.341683..UFLG	NPLSFLLFO00	FTMYFLMA	T1L8M0KCAA	DD	E380521	W	Mar-05
UTFP	30.HCGS.350821..UFLG	NPLSFLLFO00	FTMYFLMA	T1L8M0KCAA	DD	E380379	W	Feb-05
UTFP	30.HCGS.357561..UFLG	NPLSFLLFO00	FTMYFLMA	T1L8M0KCAA	DD	E380520	W	Mar-05
UTFP	30.HCGS.467279..UFLG	NPLSFLLFO00	FTMYFLXCDS2	T1L8M0KCAA	DD	E380507	W	Mar-05
UTFP	30.HCGS.626928..UFLG	NPLSFLLFO00	FTMYFLXCDS2	T1L8M0KCAA	DD	N576253	W	Jul-05
UTFP	50.HCGS.600007..UFLG	NPLSFLLFO00	FTMYFLXAW02	T1L8M0KCAA	DD	E380375	W	Feb-05
UTFP	60.HCFX.595608..UFLG	NPLSFLLFO00	NPLSFLXDDS0	T1L8M0KCAA	DD	E380510	W	Mar-05
UTFP	75.HCGS.622989..UFLG	NPLSFLLFO00	NPLSFLXD	T1L8M0KCAA	DD	N572437	W	Jun-05
UTFP	77.HCXU.800539..UFLG	NPLSFLLFO00	NPLSFLXDDS0	T1L8M0KCAA	DD	E380506	W	Mar-05
UTFP	83.HCXU.801662..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	E383529	W	Apr-05
UTFP	83.HCXU.801820..UFLG	NPLSFLLFO00	FTMYFLXCDS2	T1L8M0KCAA	DD	E383528	W	Apr-05

000076

UTFP	83.HCXU.802072..UFLG	NPLSFLLFO00	FTMYFLXADS0	T1L8M0KCAA	DD	N564175	W	Apr-05
UTFP	30.HCFS.621886..UFLG	NPLSFLLJRLA	FTMYFLXC	T1L8M0KCAA	DD	N571014	W	Jul-05
UTFP	10.HCGS.613450..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N557472	W	Mar-05
UTFP	10.HCGS.613451..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N557473	W	Mar-05
UTFP	10.HCGS.614867..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N559654	W	Mar-05
UTFP	10.HCGS.614868..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N559655	W	Mar-05
UTFP	10.HCGS.618450..UFLG	NPLSFLXB	GLGCFLXADS0	T1L8M0KCAA	DD	N565512	W	May-05
UTFP	10.HCGS.625256..UFLG	NPLSFLXB	FTMYFL39W01	T1L8M0KCAA	DD	N574449	W	Jun-05
UTFP	15.HCGS.617180..UFLG	NPLSFLXB	NPLSFLXD	T1L8M0KCAA	DD	N563498	W	Apr-05
UTFP	15.HCGS.619155..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N566562	W	Jun-05
UTFP	15.HCGS.619156..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N566563	W	Jun-05
UTFP	30.HCGS.617674..UFLG	NPLSFLXB	FTMYFLXCDS2	T1L8M0KCAA	DD	N564367	W	May-05
UTFP	30.HCGS.620489..UFLG	NPLSFLXB	FTMYFLXCDS2	T1L8M0KCAA	DD	N568946	W	Jun-05
UTFP	30.HCGS.621728..UFLG	NPLSFLXB	FTMYFLXC	T1L8M0KCAA	DD	N570744	W	Jun-05
UTFP	30.HCGS.621930..UFLG	NPLSFLXB	NPLSFLXD	T1L8M0KCAA	DD	N571045	W	Jun-05
UTFP	50.HCGS.617986..UFLG	NPLSFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N564847	W	Apr-05
UTFP	50.HCGS.627818..UFLG	NPLSFLXB	FTMYFLXAW02	T1L8M0KCAA	DD	N577304	W	Jul-05
UTFP	60.HCFX.616689..UFLG	NPLSFLXB	NPLSFLXDDS0	T1L8M0KCAA	DD	N562721	W	Apr-05
UTFP	75.HCGS.618735..UFLG	NPLSFLXB	FTMYFLXA	T1L8M0KCAA	DD	N565953	W	May-05
UTFP	77.HCXU.801873..UFLG	NPLSFLXB	NPLSFLXDDS0	T1L8M0KCAA	DD	N553328	W	Feb-05
UTFP	77.HCXU.801889..UFLG	NPLSFLXB	NPLSFLXDDS0	T1L8M0KCAA	DD	N554981	W	Feb-05
UTFP	83.HCXU.802047..UFLG	NPLSFLXB	FTMYFLXCDS2	T1L8M0KCAA	DD	N563918	W	Apr-05
UTFP	83.HCXU.802253..UFLG	NPLSFLXB	NNPLFLXADS1	T1L8M0KCAA	DD	N572941	W	Jun-05
UTFP	10.HCGS.613698..UFLG	NPLSFLXC	NPLSFLGFW02	T1L8M0KCAA	DD	N557865	W	Mar-05
UTFP	15.HCGS.626192..UFLG	NPLSFLXC	FTMYFLXADS0	T1L8M0KCAA	DD	N575612	W	Jul-05
UTFP	30.HCFS.621890..UFLG	NPLSFLXC	FTMYFLXC	T1L8M0KCAA	DD	N571020	W	Jul-05
UTFP	77.HCXU.801973..UFLG	NPLSFLXC	NPLSFLXCDS0	T1L8M0KCAA	DD	N559698	W	Mar-05
UTFP	60.HCFX.616675..UFLG	NPLSFLXCDS0	NPLSFLXCDS0	T1L8M0KCAA	DD	N562661	W	Apr-05
UTFP	10.HCGS.611914..UFLG	NPLSFLXD	FTMYFLXA	T1L8M0KCAA	DD	N554481	W	Feb-05
UTFP	10.HCGS.613288..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N557220	W	Mar-05
UTFP	10.HCGS.613722..UFLG	NPLSFLXD	NNPLFLXA	T1L8M0KCAA	DD	N557909	W	Mar-05
UTFP	10.HCGS.615257..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N560245	W	Mar-05
UTFP	10.HCGS.620855..UFLG	NPLSFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N569485	W	May-05
UTFP	10.HCGS.624556..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N573609	W	Jun-05
UTFP	15.HCGS.626182..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N575600	W	Jul-05
UTFP	15.HCGS.626183..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N575601	W	Jul-05
UTFP	30.HCFS.621887..UFLG	NPLSFLXD	FTMYFLXC	T1L8M0KCAA	DD	N571015	W	Jun-05
UTFP	30.HCGS.619719..UFLG	NPLSFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N567483	W	May-05
UTFP	30.HCGS.626710..UFLG	NPLSFLXD	FTMYFLXCDS2	T1L8M0KCAA	DD	N576085	W	Jul-05
UTFP	60.HCFX.616689..UFLG	NPLSFLXD	NPLSFL1A227	T1L8M0KCAA	DD	N562721	W	Apr-05
UTFP	60.HCFX.616922..UFLG	NPLSFLXD	NPLSFLXDDS0	T1L8M0KCAA	DD	N563073	W	Apr-05
UTFP	60.HCFX.619627..UFLG	NPLSFLXD	NPLSFL1A219	T1L8M0KCAA	DD	N567367	W	Jul-05
UTFP	60.HCFX.625906..UFLG	NPLSFLXD	NPLSFLXDDS0	T1L8M0KCAA	DD	N575222	W	Jul-05
UTFP	83.HCXU.801986..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N560280	W	Apr-05
UTFP	83.HCXU.802077..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N564380	W	Apr-05
UTFP	83.HCXU.802178..UFLG	NPLSFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N569003	W	Jun-05
UTFP	83.HCXU.802281..UFLG	NPLSFLXD	NNPLFLXADS1	T1L8M0KCAA	DD	N573910	W	Jun-05
UTFP	60.HCFX.595608..UFLG	NPLSFLXDDS0	NPLSFLXDDS0	T1L8M0KCAA	DD	E380510	W	Mar-05
UTFP	60.HCFX.616922..UFLG	NPLSFLXDDS0	NPLSFLXDDS0	T1L8M0KCAA	DD	N563073	W	Apr-05
UTFP	60.HCFX.625906..UFLG	NPLSFLXDDS0	NPLSFLXDDS0	T1L8M0KCAA	DD	N575222	W	Jul-05
UTFP	60.HCFX.616710..UFLG	NPLSFLXDK01	NPLSFL1A225	T1L8M0KCAA	DD	N562760	W	Apr-05
UTFP	60.HCFX.616891..UFLG	NPLSFLXDK01	NPLSFL1A236	T1L8M0KCAA	DD	N563011	W	Apr-05
UTFP	60.HCFX.617366..UFLG	NPLSFLXDK01	NPLSFL1A232	T1L8M0KCAA	DD	N563875	W	Apr-05
UTFP	60.HCFX.616675..UFLG	NPLSFLXE	NPLSFLXCDS0	T1L8M0KCAA	DD	N562661	W	Apr-05
UTFP	75.HCGS.618275..UFLG	NPLSFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N565241	W	May-05
UTFP	30.HCGS.614178..UFLG	NPLSFLXF	FTMYFLXCDS2	T1L8M0KCAA	DD	N558538	W	Mar-05
UTFP	30.HCGS.618484..UFLG	NPLSFLXF	FTMYFLXCDS2	T1L8M0KCAA	DD	N565560	W	May-05

000077

UTFP 50.HCGS.614916..UFLG	NPLSFLXH	FTMYFLXAW02	T1L8M0KCAA	DD	N559682	W	Mar-05
UTFP 50.HCGS.613054..UFLG	NPLSFLXHRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N556830	W	Mar-05
UTFP 10.HCGS.610436..UFLG	NPLSFLXJ	FTMYFLXA	T1L8M0KCAA	DD	N550020	W	Feb-05
UTFP 10.HCGS.612422..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N555713	W	Mar-05
UTFP 10.HCGS.612498..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N555804	W	Feb-05
UTFP 10.HCGS.612781..UFLG	NPLSFLXJ	GLGCFLXADS0	T1L8M0KCAA	DD	N556533	W	Mar-05
UTFP 10.HCGS.613443..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N557463	W	Mar-05
UTFP 10.HCGS.613748..UFLG	NPLSFLXJ	NPLSFLGFW02	T1L8M0KCAA	DD	N557920	W	Mar-05
UTFP 10.HCGS.614767..UFLG	NPLSFLXJ	GLGCFLXADS0	T1L8M0KCAA	DD	N559453	W	Mar-05
UTFP 10.HCGS.616113..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N561764	W	Apr-05
UTFP 10.HCGS.616501..UFLG	NPLSFLXJ	NPLSFLGFW02	T1L8M0KCAA	DD	N562371	W	Apr-05
UTFP 10.HCGS.621027..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N569806	W	May-05
UTFP 10.HCGS.621028..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N569807	W	May-05
UTFP 10.HCGS.625270..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N574465	W	Jun-05
UTFP 15.HCGS.615246..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N560233	W	Apr-05
UTFP 50.HCGS.613280..UFLG	NPLSFLXJ	FTMYFLXA	T1L8M0KCAA	DD	N557213	W	Mar-05
UTFP 50.HCGS.622551..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N571935	W	Jun-05
UTFP 60.HCFX.619627..UFLG	NPLSFLXJ	NPLSFLXDDS0	T1L8M0KCAA	DD	N567367	W	Jul-05
UTFP 75.HCGS.611432..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N552810	W	Feb-05
UTFP 75.HCGS.614518..UFLG	NPLSFLXJ	NPLSFLXD	T1L8M0KCAA	DD	N559029	W	Mar-05
UTFP 75.HCGS.620176..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N568299	W	May-05
UTFP 83.HCXU.801968..UFLG	NPLSFLXJ	FTMYFLXCDS2	T1L8M0KCAA	DD	N559747	W	Mar-05
UTFP 83.HCXU.802073..UFLG	NPLSFLXJ	FTMYFLXADS0	T1L8M0KCAA	DD	N564212	W	Apr-05
UTFP 83.HCXU.802206..UFLG	NPLSFLXJ	FTMYFLXC	T1L8M0KCAA	DD	N569980	W	May-05
UTFP 10.HCGS.618055..UFLG	OCALFLGVRL0	OCALFLXADS0	T1L8M0KCAA	DD	N564934	W	Apr-05
UTFP 10.HCGS.622540..UFLG	OCALFLGVRL0	OCALFLXA	T1L8M0KCAA	DD	N571927	W	Jun-05
UTFP 15.HCGS.616814..UFLG	OCALFLGVRL0	OCALFLXADS0	T1L8M0KCAA	DD	N562915	W	Apr-05
UTFP 75.HCGS.477361..UFLG	OCALFLGVRL0	OCALFLXADS0	T1L8M0KCAA	DD	E383496	W	Apr-05
UTFP 75.HCGS.621453..UFLG	OCALFLGVRL0	OCALFLXA	T1L8M0KCAA	DD	N570351	W	Jun-05
UTFP 10.HCGS.625917..UFLG	OCALFLGVRLA	OCALFLXA	T1L8M0KCAA	DD	N575241	W	Jul-05
UTFP 10.HCGS.626409..UFLG	OCALFLGVRLA	OCALFLXA	T1L8M0KCAA	DD	N575845	W	Jul-05
UTFP 77.HCXU.802314..UFLG	OCALFLGVRLA	OCALFLXA	T1L8M0KCAA	DD	N575640	W	Jul-05
UTFP 10.HCGS.619272..UFLG	OCALFLGZRL0	OCALFLXADS0	T1L8M0KCAA	DD	N566796	W	May-05
UTFP 30.HCGS.612463..UFLG	OCALFLGZRL0	OCALFLXAW13	T1L8M0KCAA	DD	N555742	W	Mar-05
UTFP 30.HCGS.622903..UFLG	OCALFLGZRL0	OCALFLXAW13	T1L8M0KCAA	DD	N572350	W	Jun-05
UTFP 30.HCGS.626800..UFLG	OCALFLHJRL1	OCALFLXADS0	T1L8M0KCAA	DD	N576156	W	Jul-05
UTFP 75.HCGS.617458..UFLG	OCALFLHMRLA	OCALFLXAW06	T1L8M0KCAA	DD	N564011	W	Apr-05
UTFP 10.HCGS.621840..UFLG	OCALFLINRLA	OCALFLXAW03	T1L8M0KCAA	DD	N570913	W	Jun-05
UTFP 50.HCGS.624039..UFLG	OCALFLINRLA	OCALFLXADS0	T1L8M0KCAA	DD	N572948	W	Jun-05
UTFP 10.HCGS.616938..UFLG	OCALFLITRLA	OCALFLXAW03	T1L8M0KCAA	DD	N563109	W	Apr-05
UTFP 10.HCGS.622101..UFLG	OCALFLITRLA	OCALFLXA	T1L8M0KCAA	DD	N571261	W	Jun-05
UTFP 10.HCGS.625120..UFLG	OCALFLITRLA	OCALFLXADS0	T1L8M0KCAA	DD	N574262	W	Jun-05
UTFP 30.HCGS.614126..UFLG	OCALFLITRLA	OCALFLXADS0	T1L8M0KCAA	DD	N558488	W	Mar-05
UTFP 75.HCGS.614596..UFLG	OCALFLITRLA	OCALFLXAW06	T1L8M0KCAA	DD	N559126	W	Mar-05
UTFP 10.HCGS.613117..UFLG	OCALFLIVRLA	OCALFLXA	T1L8M0KCAA	DD	N557018	W	Mar-05
UTFP 10.HCGS.615229..UFLG	OCALFLIVRLA	OCALFLXADS0	T1L8M0KCAA	DD	N560200	W	Mar-05
UTFP 30.HCGS.625777..UFLG	OCALFLIVRLA	OCALFLXADS0	T1L8M0KCAA	DD	N575098	W	Jul-05
UTFP 75.HCGS.626217..UFLG	OCALFLIVRLA	OCALFLXA	T1L8M0KCAA	DD	N575629	W	Jul-05
UTFP 10.HCGS.615410..UFLG	OCALFLJFRLA	OCALFLXADS0	T1L8M0KCAA	DD	N560490	W	Mar-05
UTFP 10.HCGS.618108..UFLG	OCALFLJFRLA	OCALFLXADS0	T1L8M0KCAA	DD	N564996	W	Apr-05
UTFP 10.HCGS.620003..UFLG	OCALFLJFRLA	OCALFLXADS0	T1L8M0KCAA	DD	N568018	W	May-05
UTFP 10.HCGS.620545..UFLG	OCALFLJFRLA	ORLDFLPHDS0	T1L8M0KCAA	DD	N569042	W	Jun-05
UTFP 10.HCGS.622452..UFLG	OCALFLJFRLA	OCALFLXADS0	T1L8M0KCAA	DD	N571779	W	Jun-05
UTFP 30.HCGS.621267..UFLG	OCALFLJFRLA	OCALFLXA	T1L8M0KCAA	DD	N570110	W	Jun-05
UTFP 30.HCGS.624057..UFLG	OCALFLJFRLA	OCALFLXADS0	T1L8M0KCAA	DD	N572984	W	Jun-05
UTFP 54.HCGS.705492..SB	OCALFLJFRLA	GSVLFLMAK31	T1L8M0KCAA	DD	N559533	W	Mar-05
UTFP 75.HCGS.622022..UFLG	OCALFLJFRLA	OCALFLXAW06	T1L8M0KCAA	DD	N571148	W	Jun-05

000078

UTFP	10.HCGS.620453..UFLG	OCALFLJK	OCALFLXADS0	T1L8M0KCAA	DD	N568906	W	May-05
UTFP	75.HCGS.611703..UFLG	OCALFLJK	OCALFLXADS0	T1L8M0KCAA	DD	N553810	W	Feb-05
UTFP	10.HCGS.622130..UFLG	OCALFLJKO00	OCALFLXADS0	T1L8M0KCAA	DD	N571289	W	Jun-05
UTFP	15.HCGS.624494..UFLG	OCALFLJKO00	OCALFLXADS0	T1L8M0KCAA	DD	N573561	W	Jun-05
UTFP	10.HCGS.614086..UFLG	OCALFLJPRLA	OCALFLXADS0	T1L8M0KCAA	DD	N558437	W	Mar-05
UTFP	15.HCGS.625771..UFLG	OCALFLJRRLA	OCALFLXADS0	T1L8M0KCAA	DD	N575043	W	Jul-05
UTFP	75.HCGS.625902..UFLG	OCALFLKCRL0	OCALFLXA	T1L8M0KCAA	DD	N575208	W	Jul-05
UTFP	15.HCGS.615531..UFLG	OCALFLKPRLA	OCALFLXADS0	T1L8M0KCAA	DD	N560681	W	Apr-05
UTFP	15.HCGS.616616..UFLG	OCALFLKPRLA	OCALFLXADS0	T1L8M0KCAA	DD	N562558	W	Apr-05
UTFP	15.HCGS.611788..UFLG	OCALFLKXRL0	OCALFLXADS0	T1L8M0KCAA	DD	N554114	W	Feb-05
UTFP	15.HCGS.611800..UFLG	OCALFLKXRL0	OCALFLXADS0	T1L8M0KCAA	DD	N554124	W	Feb-05
UTFP	15.HCGS.611801..UFLG	OCALFLKXRL0	OCALFLXA	T1L8M0KCAA	DD	N554125	W	Feb-05
UTFP	30.HCGS.611619..UFLG	OCALFLKXRL0	OCALFLXA	T1L8M0KCAA	DD	N553426	W	Feb-05
UTFP	15.HCGS.611178..UFLG	OCALFLLARL1	OCALFLXADS0	T1L8M0KCAA	DD	N551648	W	Feb-05
UTFP	54.HCGS.705454..SB	OCALFLLARL1	GSVLFLMADS0	T1L8M0KCAA	DD	N556355	W	Mar-05
UTFP	54.HCGS.705455..SB	OCALFLLARL1	GSVLFLMADS0	T1L8M0KCAA	DD	N556356	W	Mar-05
UTFP	10.HCGS.627449..UFLG	OCALFLLERL0	OCALFLXADS0	T1L8M0KCAA	DD	N576876	W	Jul-05
UTFP	10.HCGS.613414..UFLG	OCALFLLTO00	OCALFLXADS0	T1L8M0KCAA	DD	N557428	W	Mar-05
UTFP	15.HCGS.613006..UFLG	OCALFLLTO00	OCALFLXADS0	T1L8M0KCAA	DD	N556778	W	Mar-05
UTFP	10.HCGS.622669..UFLG	OCALFLLXRL1	ORLDFLPHDS0	T1L8M0KCAA	DD	N572090	W	Jun-05
UTFP	10.HCGS.601566..UFLG	OCALFLXA	ORLFFL43H08	T1L8M0KCAA	DD	C576705	W	Jul-05
UTFP	10.HCGS.611625..UFLG	OCALFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N553431	W	Feb-05
UTFP	10.HCGS.611643..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N553538	W	Feb-05
UTFP	10.HCGS.612031..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N554869	W	Feb-05
UTFP	10.HCGS.612052..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N554977	W	Feb-05
UTFP	10.HCGS.612697..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N556364	W	Mar-05
UTFP	10.HCGS.612698..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N556365	W	Mar-05
UTFP	10.HCGS.614464..UFLG	OCALFLXA	OCALFLXA	T1L8M0KCAA	DD	N558951	W	Mar-05
UTFP	10.HCGS.614709..UFLG	OCALFLXA	OCALFLXA	T1L8M0KCAA	DD	N559299	W	Mar-05
UTFP	10.HCGS.615279..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560261	W	Mar-05
UTFP	10.HCGS.615458..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560584	W	Mar-05
UTFP	10.HCGS.615654..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560881	W	Mar-05
UTFP	10.HCGS.615658..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560885	W	Mar-05
UTFP	10.HCGS.615659..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560887	W	Mar-05
UTFP	10.HCGS.616308..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N562048	W	Apr-05
UTFP	10.HCGS.617991..UFLG	OCALFLXA	OCALFLXA	T1L8M0KCAA	DD	N564860	W	Apr-05
UTFP	10.HCGS.618131..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N565022	W	Apr-05
UTFP	10.HCGS.618383..UFLG	OCALFLXA	OCALFLXAW03	T1L8M0KCAA	DD	N565436	W	Apr-05
UTFP	10.HCGS.618620..UFLG	OCALFLXA	OCALFLXA3MD	T1L8M0KCAA	DD	N565776	W	May-05
UTFP	10.HCGS.619237..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N566694	W	May-05
UTFP	10.HCGS.621378..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N570257	W	May-05
UTFP	10.HCGS.622962..UFLG	OCALFLXA	OCALFLXA	T1L8M0KCAA	DD	N572417	W	Jun-05
UTFP	10.HCGS.623155..UFLG	OCALFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N572621	W	Jun-05
UTFP	10.HCGS.623186..UFLG	OCALFLXA	ORLFFL43H08	T1L8M0KCAA	DD	N572656	W	Jun-05
UTFP	10.HCGS.623200..UFLG	OCALFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N572663	W	Jun-05
UTFP	10.HCGS.623202..UFLG	OCALFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N572665	W	Jun-05
UTFP	10.HCGS.623204..UFLG	OCALFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N572667	W	Jun-05
UTFP	10.HCGS.624134..UFLG	OCALFLXA	OCALFLXA	T1L8M0KCAA	DD	N573124	W	Jun-05
UTFP	10.HCGS.624257..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N573307	W	Jun-05
UTFP	10.HCGS.624271..UFLG	OCALFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N573317	W	Jul-05
UTFP	30.HCFS.618121..UFLG	OCALFLXA	OCALFLXAW13	T1L8M0KCAA	DD	N565011	W	May-05
UTFP	30.HCFS.621163..UFLG	OCALFLXA	OCALFLXA	T1L8M0KCAA	DD	N570001	W	Jun-05
UTFP	30.HCGS.571188..UFLG	OCALFLXA	OCALFLXADS0	VAR1JBSAAA	DD	N490469	W	Jan-04
UTFP	30.HCGS.611746..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N553970	W	Feb-05
UTFP	30.HCGS.615670..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560901	W	Apr-05
UTFP	30.HCGS.615672..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560903	W	Apr-05
UTFP	30.HCGS.615673..UFLG	OCALFLXA	OCALFLXAW13	T1L8M0KCAA	DD	N560904	W	Apr-05

000079

UTFP	30.HCGS.615674..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560908	W	Apr-05
UTFP	30.HCGS.615675..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N560910	W	Apr-05
UTFP	30.HCGS.615860..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N561366	W	Apr-05
UTFP	30.HCGS.626982..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N576305	W	Jul-05
UTFP	30.HCGS.627134..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N576500	W	Jul-05
UTFP	50.HCGS.621232..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N570064	W	May-05
UTFP	50.HCGS.624468..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N573547	W	Jul-05
UTFP	54.HCGS.705574..SB	OCALFLXA	GSVLFLMAK31	T1L8M0KCAA	DD	N564902	W	Apr-05
UTFP	60.HCFX.614815..UFLG	OCALFLXA	OCALFL1A146	T1L8M0KCAA	DD	N559565	W	Apr-05
UTFP	75.HCGS.613977..UFLG	OCALFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N558281	W	Mar-05
UTFP	10.YBGS.615962..UFLG	OCALFLXABB0	TVRSFLXADS0	T1L8M0KCAA	DD	N561503	W	Apr-05
UTFP	10.YBGS.615987..UFLG	OCALFLXABB0	INVRFLXADS1	T1L8M0KCAA	DD	N561525	W	Apr-05
UTFP	10.YBGS.616213..UFLG	OCALFLXABB0	BSHNFLXARS0	T1L8M0KCAA	DD	N561912	W	Apr-05
UTFP	10.HCGS.615655..UFLG	OCALFLXADS0	OCALFLXADS0	T1L8M0KCAA	DD	N560882	W	Mar-05
UTFP	60.HCFX.620902..UFLG	OCALFLXADS0	CRRVFLXARS0	T1L8M0KCAA	DD	N569556	W	Jun-05
UTFP	60.HCFX.571927..UFLG	OCALFLXAK01	OCALFL1A133	VAR1JBSAAA	DD	N491491	W	Feb-04
UTFP	10.HCGS.619191..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N566641	W	May-05
UTFP	10.HCGS.619296..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N566832	W	May-05
UTFP	10.HCGS.619298..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N566834	W	May-05
UTFP	10.HCGS.621819..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N570874	W	Jun-05
UTFP	10.HCGS.625593..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N574856	W	Jun-05
UTFP	15.HCGS.621254..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N570094	W	Jun-05
UTFP	30.HCGS.616379..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N562182	W	Apr-05
UTFP	30.HCGS.619820..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N567722	W	May-05
UTFP	30.HCGS.619826..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N567741	W	May-05
UTFP	30.HCGS.622944..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N572390	W	Jun-05
UTFP	30.HCGS.626332..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N575725	W	Jul-05
UTFP	30.HCGS.626509..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N575907	W	Jul-05
UTFP	30.HCGS.627117..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N576469	W	Jul-05
UTFP	50.HCGS.615146..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N560109	W	Mar-05
UTFP	75.HCGS.615766..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N561221	W	Apr-05
UTFP	75.HCGS.622837..UFLG	OCALFLXB	OCALFLXA	T1L8M0KCAA	DD	N572258	W	Jun-05
UTFP	75.HCGS.627812..UFLG	OCALFLXB	OCALFLXADS0	T1L8M0KCAA	DD	N577290	W	Jul-05
UTFP	10.HCGS.624002..UFLG	OCALFLXE	OCALFLXA	T1L8M0KCAA	DD	N572904	W	Jun-05
UTFP	10.HCGS.624513..UFLG	OCALFLXE	OCALFLXADS0	T1L8M0KCAA	DD	N573573	W	Jun-05
UTFP	10.HCGS.619030..UFLG	OCALFLXG	OCALFLXADS0	T1L8M0KCAA	DD	N566397	W	May-05
UTFP	10.HCGS.618129..UFLG	OCALFLXH	OCALFLXADS0	T1L8M0KCAA	DD	N565021	W	Apr-05
UTFP	10.HCGS.621518..UFLG	OCALFLXI	OCALFLXA	T1L8M0KCAA	DD	N570458	W	Jun-05
UTFP	30.HCGS.612046..UFLG	OCALFLXI	OCALFLXAW13	T1L8M0KCAA	DD	N554941	W	Mar-05
UTFP	50.HCGS.620929..UFLG	OCALFLXI	OCALFLXAH17	T1L8M0KCAA	DD	N569610	W	May-05
UTFP	60.HCFX.614815..UFLG	OCALFLXI	OCALFLXADS0	T1L8M0KCAA	DD	N559565	W	Apr-05
UTFP	75.HCGS.626442..UFLG	OCALFLXI	OCALFLXA	T1L8M0KCAA	DD	N575863	W	Jul-05
UTFP	75.HCGS.626460..UFLG	OCALFLXI	OCALFLXADS0	T1L8M0KCAA	DD	N575879	W	Jul-05
UTFP	10.HCGS.616390..UFLG	OCALFLXJ	OCALFLXADS0	T1L8M0KCAA	DD	N562193	W	Apr-05
UTFP	10.HCGS.616298..UFLG	OCALFLXK	OCALFLXADS0	T1L8M0KCAA	DD	N562043	W	Apr-05
UTFP	10.HCGS.617224..UFLG	OCALFLXM	OCALFLXADS0	T1L8M0KCAA	DD	N563587	W	Apr-05
UTFP	10.HCGS.614179..UFLG	OCALFLXO	OCALFLXADS0	T1L8M0KCAA	DD	N558539	W	Mar-05
UTFP	10.HCGS.616389..UFLG	OCALFLXO	OCALFLXADS0	T1L8M0KCAA	DD	N562192	W	Apr-05
UTFP	10.HCGS.616941..UFLG	OCALFLXO	OCALFLXADS0	T1L8M0KCAA	DD	N563110	W	Apr-05
UTFP	10.HCGS.617252..UFLG	OCALFLXO	OCALFLXADS0	T1L8M0KCAA	DD	N563632	W	Apr-05
UTFP	10.HCGS.617490..UFLG	OCALFLXO	OCALFLXA	T1L8M0KCAA	DD	N564088	W	Apr-05
UTFP	10.HCGS.618839..UFLG	OCALFLXO	GSVLFLMADS0	T1L8M0KCAA	DD	N566157	W	May-05
UTFP	15.HCGS.615358..UFLG	OCALFLXO	MTLDFLXADS1	T1L8M0KCAA	DD	N560442	W	Apr-05
UTFP	30.HCGS.616144..UFLG	OCALFLXO	OCALFLXADS0	T1L8M0KCAA	DD	N561821	W	Apr-05
UTFP	50.HCGS.618467..UFLG	OCALFLXO	OCALFLXADS0	T1L8M0KCAA	DD	N565515	W	May-05
UTFP	30.HCGS.627143..UFLG	OCALFLXP	OCALFLXA	T1L8M0KCAA	DD	N576509	W	Jul-05
UTFP	54.HCGS.705413..SB	OCALFLXP	GSVLFLMAK31	T1L8M0KCAA	DD	N552469	W	Feb-05

UTFP	54.HCGS.705505..SB	OCALFLXP	GSVLFLMADS1	T1L8M0KCAA	DD	N559817	W	Mar-05
UTFP	10.HCGS.619376..UFLG	OCALFLXS	OCALFLXAW03	T1L8M0KCAA	DD	N567032	W	May-05
UTFP	10.HCGS.626989..UFLG	OCALFLYA	OCALFLXADS0	T1L8M0KCAA	DD	N576307	W	Jul-05
UTFP	15.HCGS.615355..UFLG	OCALFLYA	MTLDFLXADS1	T1L8M0KCAA	DD	N560439	W	Apr-05
UTFP	10.HCGS.618499..UFLG	OCALFLYB	OCALFLXADS0	T1L8M0KCAA	DD	N565587	W	May-05
UTFP	30.HCGS.620202..UFLG	OCALFLYB	OCALFLXADS0	T1L8M0KCAA	DD	N568342	W	May-05
UTFP	30.HCGS.627031..UFLG	OCNFFLXA	OCALFLXA	T1L8M0KCAA	DD	N576358	W	Jul-05
UTFP	54.HCGS.705425..SB	OCNFFLXA	GSVLFLMAK31	T1L8M0KCAA	DD	N553077	W	Feb-05
UTFP	10.HCGS.613731..UFLG	OCOEFLAVRLA	WNPKFLXA6MD	T1L8M0KCAA	DD	N557912	W	Mar-05
UTFP	10.HCGS.618974..UFLG	OCOEFLAVRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N566263	W	May-05
UTFP	15.HCGS.615011..UFLG	OCOEFLAVRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N559832	W	Mar-05
UTFP	15.HCGS.622601..UFLG	OCOEFLAVRLA	ETVLFLAFH01	T1L8M0KCAA	DD	N571967	W	Jun-05
UTFP	15.HCGS.622711..UFLG	OCOEFLAVRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N572116	W	Jun-05
UTFP	15.HCGS.614611..UFLG	OCOEFLCERLA	ORLEFLCFH01	T1L8M0KCAA	DD	N559149	W	Mar-05
UTFP	30.HCGS.615608..UFLG	OCOEFLCIRLA	ORLDFLPHDS0	T1L8M0KCAA	DD	N560827	W	Apr-05
UTFP	58.HCGS.744069..SB	OCOEFLCIRLA	ORLDFLMAK33	T1L8M0KCAA	DD	N560111	W	Apr-05
UTFP	10.HCGS.624142..UFLG	OKCBFL02RLA	AVPKFLXAW09	T1L8M0KCAA	DD	N573139	W	Jul-05
UTFP	10.HCGS.613201..UFLG	OKCBFLCIRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557155	W	Mar-05
UTFP	10.HCGS.613873..UFLG	OKCBFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558138	W	Mar-05
UTFP	30.HCFS.618587..UFLG	OKCBFLXA	FTMYFLMAFD3	T1L8M0KCAA	DD	N565702	W	May-05
UTFP	50.HCGS.614604..UFLG	OKCBFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N559142	W	Mar-05
UTFP	50.HCGS.618707..UFLG	OKCBFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N565895	W	May-05
UTFP	50.HCGS.621082..UFLG	OKCBFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N569884	W	May-05
UTFP	15.HCGS.615494..UFLG	OKCBFLXDRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N560636	W	Mar-05
UTFP	15.HCGS.617205..UFLG	OKCBFLXDRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N563559	W	Apr-05
UTFP	10.HCGS.627052..UFLG	OKHPFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N576387	W	Jul-05
UTFP	54.HCGS.705675..SB	OKHPFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N572438	W	Jun-05
UTFP	60.HCFX.621748..UFLG	OKLDFLACRL0	WNGRFLXADS0	T1L8M0KCAA	DD	N570799	W	Jun-05
UTFP	50.HCGS.622112..UFLG	OKLDFLACRLA	ORLDFLMA42E	T1L8M0KCAA	DD	N571274	W	Jul-05
UTFP	15.HCGS.611859..UFLG	OKLWFLABRL0	OCALFLXA	T1L8M0KCAA	DD	N554273	W	Feb-05
UTFP	15.HCGS.611860..UFLG	OKLWFLABRL0	OCALFLXA	T1L8M0KCAA	DD	N554274	W	Feb-05
UTFP	30.HCGS.612660..UFLG	ORCYFLBQRLB	WNPKFLTLFD3	T1L8M0KCAA	DD	N556201	W	Mar-05
UTFP	30.HCGS.627852..UFLG	ORCYFLBQRLB	WNPKFLXAPS0	T1L8M0KCAA	DD	N577338	W	Jul-05
UTFP	10.HCGS.611835..UFLG	ORCYFLXA	WNPKFLXA6MD	T1L8M0KCAA	DD	N554211	W	Feb-05
UTFP	10.HCGS.614999..UFLG	ORCYFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N559826	W	Mar-05
UTFP	10.HCGS.618155..UFLG	ORCYFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N565044	W	Apr-05
UTFP	10.HCGS.625278..UFLG	ORCYFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N574480	W	Jul-05
UTFP	15.HCGS.617133..UFLG	ORCYFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563433	W	Apr-05
UTFP	30.HCGS.614351..UFLG	ORCYFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N558791	W	Mar-05
UTFP	30.HCGS.452491..UFLG	ORCYFLXADS0	WNPKFLXADS1	T1L8M0KCAA	DD	E384572	W	Jul-05
UTFP	15.HCGS.615891..UFLG	ORCYFLXC	ORCYFLXCRS0	T1L8M0KCAA	DD	N561401	W	Apr-05
UTFP	10.HCGS.615293..UFLG	ORCYFLXE	WNPKFLXAPS0	T1L8M0KCAA	DD	N560277	W	Apr-05
UTFP	58.HCGS.725243..SB	ORLDFLMA42E	WNPKFLXA	T1L8M0KCAA	DD	E385192	W	Jun-05
UTFP	58.HCGS.744823..SB	ORLDFLPCDS0	KSSMFLOGRLA	T1L8M0KCAA	DD	N567522	W	May-05
UTFP	15.HCGS.616888..UFLG	ORLFFLYQRL0	MTLDFLXA	T1L8M0KCAA	DD	N563008	W	Apr-05
UTFP	15.HCGS.617816..UFLG	ORLFFLYQRL0	ORLDFLMADS1	T1L8M0KCAA	DD	N564576	W	Apr-05
UTFP	15.HCGS.621327..UFLG	ORLFFLYQRL0	WNPKFLXE	T1L8M0KCAA	DD	N570208	W	Jul-05
UTFP	15.HCGS.621476..UFLG	ORLFFLYQRL0	ORLEFLKTH01	T1L8M0KCAA	DD	N570402	W	Jul-05
UTFP	15.HCGS.623912..UFLG	ORLFFLYQRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N572867	W	Jul-05
UTFP	75.HCGS.618317..UFLG	ORLGFLSURLA	KSSMFLXA1MD	T1L8M0KCAA	DD	N565281	W	Jun-05
UTFP	50.HCGS.626404..UFLG	ORLHFLCORLA	MTLDFLXADS1	T1L8M0KCAA	DD	N575840	W	Jul-05
UTFP	15.HCGS.624678..UFLG	ORLHFLMORL0	MTLDFLXADS1	VAR1JBSAAA	DD	N573712	W	Jul-05
UTFP	15.HCGS.614032..UFLG	ORLHFLMURL1	MTLDFLXADS1	T1L8M0KCAA	DD	E384784	W	Jun-05
UTFP	10.HCGS.625856..UFLG	ORLHFLMYRLB	KSSMFLXAW04	T1L8M0KCAA	DD	N575166	W	Jul-05
UTFP	75.HCGS.611870..UFLG	OXFRFLAERLA	OCALFLXA	T1L8M0KCAA	DD	N554292	W	Mar-05
UTFP	75.HCGS.611879..UFLG	OXFRFLAERLA	OCALFLXADS0	T1L8M0KCAA	DD	N554328	W	Mar-05
UTFP	75.HCGS.612453..UFLG	OXFRFLAERLA	OCALFLXAW06	T1L8M0KCAA	DD	N555733	W	Mar-05

UTFP	30.HCGS.617046..UFLG	OXFRFLAGRLA	OCALFLXADS0	T1L8M0KCAA	DD	N563298	W	Apr-05
UTFP	30.HCGS.618203..UFLG	OXFRFLAGRLA	OCALFLXADS0	T1L8M0KCAA	DD	N565116	W	May-05
UTFP	75.HCGS.619128..UFLG	OXFRFLAGRLA	OCALFLXADS0	T1L8M0KCAA	DD	N566544	W	May-05
UTFP	10.HCFS.623103..UFLG	PNGRFLBGRLA	PTCTFL16W00	T1L8M0KCAA	DD	N572545	W	Jun-05
UTFP	10.HCFS.615037..UFLG	PNGRFLBWRLA	PTCTFLXADS0	T1L8M0KCAA	DD	N559952	W	Mar-05
UTFP	15.HCGS.619105..UFLG	PNGRFLBWRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N566524	W	May-05
UTFP	10.HCFS.541543..UFLG	PNGRFLCARLB	PTCTFLXADS0	T1L8M0KCAA	DD	E385198	W	Jun-05
UTFP	10.HCFS.611314..UFLG	PNGRFLCARLB	PTCTFLXA	T1L8M0KCAA	DD	N552507	W	Apr-05
UTFP	10.HCFS.626849..UFLG	PNGRFLCARLB	PTCTFLXADS0	T1L8M0KCAA	DD	N576192	W	Jul-05
UTFP	10.HCGS.571409..UFLG	PNGRFLCARLB	FTMYFLXADS0	T1L8M0KCAA	DD	E383479	W	Jun-05
UTFP	30.HCFS.561089..UFLG	PNGRFLCARLB	FTMYFLXCDS2	T1L8M0KCAA	DD	E383433	W	May-05
UTFP	50.HCGS.614065..UFLG	PNGRFLCHRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N558360	W	Mar-05
UTFP	10.HCGS.620098..UFLG	PNGRFLCPRL0	FTMYFLXAW08	T1L8M0KCAA	DD	N568149	W	May-05
UTFP	15.HCGS.618858..UFLG	PNGRFLCRRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N566173	W	May-05
UTFP	15.HCGS.626179..UFLG	PNGRFLCRRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N575598	W	Jul-05
UTFP	15.HCGS.625837..UFLG	PNGRFLU0053	FTMYFLXADS0	T1L8M0KCAA	DD	N575147	W	Jul-05
UTFP	60.HCFX.616738..UFLG	PNGRFLU0085	PNGRFLXADS1	T1L8M0KCAA	DD	N562800	W	Apr-05
UTFP	15.HCGS.613606..UFLG	PNGRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557706	W	Mar-05
UTFP	50.HCGS.623197..UFLG	PNGRFLXA	FTMYFLXA	T1L8M0KCAA	DD	N572662	W	Jun-05
UTFP	75.HCGS.617932..UFLG	PNGRFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N564753	W	Apr-05
UTFP	10.HCFS.567638..UFLG	PNGRFLXADS1	PTCTFLXADS0	VAR1JBSAAA	DD	N484659	W	Dec-03
UTFP	10.HCFS.567639..UFLG	PNGRFLXADS1	PTCTFLXADS0	VAR1JBSAAA	DD	N484660	W	Dec-03
UTFP	10.HCGS.612340..UFLG	PNGRFLXADS1	FTMYFLXADS0	T1L8M0KCAA	DD	N555573	W	Feb-05
UTFP	10.HCGS.620329..UFLG	PNGRFLXADS1	FTMYFLXADS0	T1L8M0KCAA	DD	N568632	W	May-05
UTFP	30.HCFS.559705..UFLG	PNGRFLXADS1	FTMYFLXCDS2	T1L8M0KCAA	DD	E383282	W	Apr-05
UTFP	30.HCGS.616498..UFLG	PNGRFLXADS1	FTMYFLXCDS2	T1L8M0KCAA	DD	N562353	W	Apr-05
UTFP	60.HCFX.616738..UFLG	PNGRFLXADS1	PNGRFLXADS1	T1L8M0KCAA	DD	N562800	W	Apr-05
UTFP	60.HCFX.621301..UFLG	PNGRFLXADS1	PNGRFLXADS1	T1L8M0KCAA	DD	N570183	W	Jul-05
UTFP	15.HCGS.616792..UFLG	PNGRFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N562859	W	Apr-05
UTFP	15.HCGS.618929..UFLG	PNGRFLXB	FTMYFLXAW08	T1L8M0KCAA	DD	N566224	W	May-05
UTFP	50.HCGS.614772..UFLG	PNRSFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N559488	W	Mar-05
UTFP	83.HCXU.802140..UFLG	PNRSFLXA	FTMYFLXA	T1L8M0KCAA	DD	N566814	W	May-05
UTFP	83.HCXU.801905..UFLG	POINFLAHRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N557933	W	Mar-05
UTFP	10.HCGS.622375..UFLG	POINFLXB	WNPKFLXAPS0	T1L8M0KCAA	DD	N571658	W	Jun-05
UTFP	30.HCGS.613621..UFLG	POINFLXB	WNPKFLXAPS0	T1L8M0KCAA	DD	N557757	W	Apr-05
UTFP	10.HCGS.612378..UFLG	PTCTFLAJH01	FTMYFLXADS0	T1L8M0KCAA	DD	N555641	W	Mar-05
UTFP	10.HCFS.620365..UFLG	PTCTFLBYRL0	PTCTFLXADS0	T1L8M0KCAA	DD	N568703	W	Jun-05
UTFP	15.HCGS.613604..UFLG	PTCTFLBYRL0	FTMYFLXADS0	T1L8M0KCAA	DD	N557705	W	Mar-05
UTFP	10.HCGS.622298..UFLG	PTCTFLBYRLB	FTMYFLXAK31	T1L8M0KCAA	DD	N571544	W	Jun-05
UTFP	15.HCGS.618914..UFLG	PTCTFLBYRLB	FTMYFLXAK31	T1L8M0KCAA	DD	N566214	W	May-05
UTFP	15.HCGS.613598..UFLG	PTCTFLCARLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557702	W	Mar-05
UTFP	10.HCGS.621606..UFLG	PTCTFLCMO00	FTMYFLXADS0	T1L8M0KCAA	DD	N570559	W	Jun-05
UTFP	30.HCGS.616230..UFLG	PTCTFLCMO00	FTMYFLXCDS2	T1L8M0KCAA	DD	N561942	W	Apr-05
UTFP	15.HCGS.619988..UFLG	PTCTFLCNRL1	FTMYFLXAK31	T1L8M0KCAA	DD	N567998	W	May-05
UTFP	15.HCGS.621250..UFLG	PTCTFLCNRL1	FTMYFLXADS0	T1L8M0KCAA	DD	N570091	W	Jun-05
UTFP	10.HCGS.619720..UFLG	PTCTFLXA	FTMYFLXA	T1L8M0KCAA	DD	N567484	W	May-05
UTFP	10.HCGS.622369..UFLG	PTCTFLXA	FTMYFLXA	T1L8M0KCAA	DD	N571652	W	Jul-05
UTFP	15.HCGS.618911..UFLG	PTCTFLXA	FTMYFLXAW08	T1L8M0KCAA	DD	N566213	W	May-05
UTFP	30.HCGS.622805..UFLG	PTCTFLXA	FTMYFLMAFD3	T1L8M0KCAA	DD	N572239	W	Jun-05
UTFP	50.HCGS.617573..UFLG	PTCTFLXA	FTMYFLXAW02	T1L8M0KCAA	DD	N564214	W	May-05
UTFP	10.HCFS.620342..UFLG	PTCTFLXADS0	PTCTFLXADS0	T1L8M0KCAA	DD	N568646	W	Jul-05
UTFP	10.HCGS.614185..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N558546	W	Apr-05
UTFP	10.HCGS.616178..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561853	W	Apr-05
UTFP	10.HCGS.616179..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561854	W	Apr-05
UTFP	10.HCGS.616180..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561855	W	Apr-05
UTFP	10.HCGS.616181..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561856	W	Apr-05
UTFP	10.HCGS.616222..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561934	W	Apr-05

000082

UTFP	10.HCGS.616223..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561935	W	Apr-05
UTFP	10.HCGS.616224..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561936	W	Apr-05
UTFP	10.HCGS.616225..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N561937	W	Apr-05
UTFP	10.HCGS.616634..UFLG	PTCTFLXADS0	FTMYFLXADS0	T1L8M0KCAA	DD	N562583	W	Apr-05
UTFP	60.HCFX.616836..UFLG	PTCTFLXAK01	PTCTFLXADS0	T1L8M0KCAA	DD	N562929	W	Apr-05
UTFP	10.HCFS.616215..UFLG	PTCTFLXB	PTCTFLXADS0	T1L8M0KCAA	DD	N561918	W	Apr-05
UTFP	10.HCFS.616446..UFLG	PTCTFLXC	PTCTFLXADS0	T1L8M0KCAA	DD	N562319	W	Apr-05
UTFP	10.HCGS.571510..UFLG	PTCTFLXC	FTMYFLXADS0	VAR1JBSAAA	DD	N490818	W	Jan-04
UTFP	10.HCGS.616602..UFLG	PTCTFLXC	GLGCFLXADS0	T1L8M0KCAA	DD	N562540	W	Apr-05
UTFP	10.HCGS.617286..UFLG	PTCTFLXC	GLGCFLXADS0	T1L8M0KCAA	DD	N563690	W	Apr-05
UTFP	30.HCGS.619817..UFLG	PTCTFLXC	FTMYFLMAFD3	T1L8M0KCAA	DD	N567713	W	Jun-05
UTFP	60.HCFX.616836..UFLG	PTCTFLXC	PTCTFLXAK01	T1L8M0KCAA	DD	N562929	W	Apr-05
UTFP	15.HCGS.619107..UFLG	PTCTFLXD	FTMYFLXAK31	T1L8M0KCAA	DD	N566530	W	May-05
UTFP	10.HCFS.621114..UFLG	PTCTFLXE	PTCTFLXADS0	T1L8M0KCAA	DD	N569935	W	Jun-05
UTFP	10.HCGS.611920..UFLG	PTCTFLXE	FTMYFLXAW02	T1L8M0KCAA	DD	N554498	W	Feb-05
UTFP	10.HCGS.613601..UFLG	PTCTFLXE	FTMYFLXADS0	T1L8M0KCAA	DD	N557704	W	Apr-05
UTFP	30.HCGS.614400..UFLG	PTCTFLXE	FTMYFLMAFD3	T1L8M0KCAA	DD	N558851	W	Mar-05
UTFP	75.HCGS.613486..UFLG	SBNGFLASRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557534	W	Mar-05
UTFP	75.HCGS.627493..UFLG	SBNGFLASRLA	FTMYFLDZW01	T1L8M0KCAA	DD	N576927	W	Jul-05
UTFP	10.HCGS.618977..UFLG	SBNGFLBARLA	FTMYFLXAW02	T1L8M0KCAA	DD	N566267	W	May-05
UTFP	10.HCGS.617188..UFLG	SBNGFLBMRLA	AVPKFLXA	T1L8M0KCAA	DD	N563523	W	Apr-05
UTFP	10.HCGS.617189..UFLG	SBNGFLBMRLA	NPLSFLGFW02	T1L8M0KCAA	DD	N563524	W	Apr-05
UTFP	75.HCGS.613634..UFLG	SBNGFLBMRLA	FTMYFLXADS0	T1L8M0KCAA	DD	N557766	W	Mar-05
UTFP	30.HCGS.626781..UFLG	SBNGFLBSRLA	FTMYFLMAFD3	T1L8M0KCAA	DD	N576145	W	Jul-05
UTFP	60.HCFX.621106..UFLG	SBNGFLBSRLA	SBNGFLXAK01	T1L8M0KCAA	DD	N569922	W	Jun-05
UTFP	10.HCGS.613513..UFLG	SBNGFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557575	W	Mar-05
UTFP	15.HCGS.626403..UFLG	SBNGFLXA	KSSMFLXAPS0	VAR1JBSAAA	DD	N575839	W	Jul-05
UTFP	50.HCGS.614325..UFLG	SBNGFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N558756	W	Mar-05
UTFP	30.HCGS.619870..UFLG	SBNGFLXADS1	FTMYFLXCDS2	T1L8M0KCAA	DD	N567808	W	May-05
UTFP	60.HCFX.596907..UFLG	SBNGFLXADS1	SBNGFLXADS1	T1L8M0KCAA	DD	E382265	W	Mar-05
UTFP	60.HCFX.621106..UFLG	SBNGFLXADS1	SBNGFLXADS1	T1L8M0KCAA	DD	N569922	W	Jun-05
UTFP	15.HCGS.613626..UFLG	SBNGFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N557761	W	Mar-05
UTFP	15.HCGS.626263..UFLG	SBNGFLXB	KSSMFLXAPS0	T1L8M0KCAA	DD	N575654	W	Jul-05
UTFP	30.HCGS.510217..UFLG	SBNGFLXB	FTMYFLXCDS2	T1L8M0KCAA	DD	E382264	W	Mar-05
UTFP	60.HCFX.596907..UFLG	SBNGFLXB	SBNGFLXADS1	T1L8M0KCAA	DD	E382265	W	Mar-05
UTFP	10.HCGS.612386..UFLG	SBNGFLXD	FTMYFLXADS0	T1L8M0KCAA	DD	N555648	W	Feb-05
UTFP	75.HCGS.624561..UFLG	SBNGFLXD	FTMYFLDZW01	T1L8M0KCAA	DD	N573616	W	Jun-05
UTFP	10.HCGS.620573..UFLG	SCPKFLXA	CYLKFLXA	T1L8M0KCAA	DD	N569075	W	May-05
UTFP	10.HCGS.626335..UFLG	SCPKFLXA	FTMYFLXA	T1L8M0KCAA	DD	N575728	W	Jul-05
UTFP	83.HCXU.801898..UFLG	SCPKFLXARS0	FTMYFLXADS0	T1L8M0KCAA	DD	N555593	W	Feb-05
UTFP	15.HCGS.616747..UFLG	SCPKFLXB	FTMYFLXADS0	T1L8M0KCAA	DD	N562814	W	May-05
UTFP	15.HCGS.619070..UFLG	SCPKFLXBRS0	FTMYFLXADS0	T1L8M0KCAA	DD	N566464	W	May-05
UTFP	10.HCGS.624563..CEFL	SGBHFLABRL0	DESTFLST1MD	T1L8M0KCAA	DD	N573617	W	Jun-05
UTFP	75.HCGS.615155..CEFL	SGBHFLABRL0	PNSCFLBLDS0	T1L8M0KCAA	DD	N560120	W	Apr-05
UTFP	10.HCGS.625132..CEFL	SGBHFLADRL0	DESTFLXADS0	T1L8M0KCAA	DD	N574275	W	Jun-05
UTFP	48.HCGS.707249..SB	SGBHFLADRL0	PNSCFLBLDS0	T1L8M0KCAA	DD	N563691	W	Apr-05
UTFP	15.HCGS.616323..CEFL	SGBHFLAIRLB	FTWBFLXADS0	T1L8M0KCAA	DD	N562066	W	Apr-05
UTFP	15.HCGS.620333..CEFL	SGBHFLXARS0	FTWBFLXADS0	T1L8M0KCAA	DD	N568634	W	May-05
UTFP	30.HCGS.624719..CEFL	SHLMFLAFRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N573762	W	Jun-05
UTFP	15.HCGS.611264..CEFL	SHLMFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N552388	W	Feb-05
UTFP	30.HCGS.577890..CEFL	SHLMFLXADS0	FTWBFLXADS0	VAR1JBSAAA	DD	N497619	W	Mar-04
UTFP	30.HCGS.625097..CEFL	SHLMFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N574247	W	Jul-05
UTFP	48.HCGS.707110..SB	SHLMFLXADS0	PNSCFLBLDS0	VAR1JBSAAA	DD	N550826	W	Feb-05
UTFP	10.HCGS.570004..UFLG	SNANFLU0006	GSVLFLMADS0	VAR1JBSAAA	DD	N488247	W	Dec-03
UTFP	10.HCGS.615157..UFLG	SNANFLXARS0	OCALFLXADS0	T1L8M0KCAA	DD	N560123	W	Mar-05
UTFP	50.HCGS.702878..SB	SNDSFLXARS0	PNCYFLMADS0	T1L8M0KCAA	DD	N558127	W	Mar-05
UTFP	15.HCGS.620324..CEFL	SNRSFLAKRLA	FTWBFLXADS0	T1L8M0KCAA	DD	N568628	W	May-05

000083

UTFP	48.HCGS.707420..SB	SNRSFLALRLA	PNSCFLFPDS0	T1L8M0KCAA	DD	N572409	W	Jun-05
UTFP	10.HCGS.617457..CEFL	SNRSFLAMRLA	DESTFLXADS0	T1L8M0KCAA	DD	N564009	W	Apr-05
UTFP	10.HCGS.615869..CEFL	SNRSFLAURLA	DESTFLXADS0	T1L8M0KCAA	DD	N561384	W	Apr-05
UTFP	10.HCGS.617116..CEFL	SNRSFLAURLA	DESTFLXA	T1L8M0KCAA	DD	N563401	W	Apr-05
UTFP	10.HCGS.617800..CEFL	SNRSFLAURLA	DESTFLXADS0	T1L8M0KCAA	DD	N564561	W	Apr-05
UTFP	10.HCGS.620076..CEFL	SNRSFLAURLA	DESTFLXADS0	T1L8M0KCAA	DD	N568133	W	May-05
UTFP	10.HCGS.621242..CEFL	SNRSFLAURLA	DESTFLXA	T1L8M0KCAA	DD	N570082	W	May-05
UTFP	10.HCGS.624294..CEFL	SNRSFLXA	DESTFLXADS0	T1L8M0KCAA	DD	N573327	W	Jun-05
UTFP	15.HCGS.620313..CEFL	SNRSFLXA	FTWBFLXADS0	T1L8M0KCAA	DD	N568611	W	May-05
UTFP	48.HCGS.707247..SB	SNRSFLXARS0	HLNVFLMAK31	T1L8M0KCAA	DD	N563543	W	Apr-05
UTFP	50.HCGS.623984..UFLG	SRFDFLADRLA	OCALFLXADS0	T1L8M0KCAA	DD	N572887	W	Jun-05
UTFP	30.HCGS.627166..UFLG	SRFDFLAGRLA	OCALFLXAW13	T1L8M0KCAA	DD	N576564	W	Jul-05
UTFP	54.HCGS.705561..SB	SRFDFLAGRLA	GSVLFLMADS0	T1L8M0KCAA	DD	N563936	W	Apr-05
UTFP	10.HCFS.260511..UFLG	SRFDFLAHRLA	OCALFLXAH17	T1L8M0KCAA	DD	E384685	W	Jun-05
UTFP	15.HCGS.590772..UFLG	SRFDFLAHRLA	OCALFLXADS0	T1L8M0KCAA	DD	E384684	W	Jun-05
UTFP	15.HCGS.617068..UFLG	STCDFLAORLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563323	W	Apr-05
UTFP	58.HCGS.744673..SB	STCDFLAPRL0	ORLDFLSADS0	T1L8M0KCAA	DD	N566223	W	May-05
UTFP	10.HCGS.611265..UFLG	STCDFLBFRLA	KSSMFLXADS0	T1L8M0KCAA	DD	N552389	W	Feb-05
UTFP	10.HCGS.621283..UFLG	STCDFLBFRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N570129	W	May-05
UTFP	15.HCGS.616830..UFLG	STCDFLBFRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N562926	W	Apr-05
UTFP	30.HCGS.618355..UFLG	STCDFLBFRLA	WNPKFLTLFD3	T1L8M0KCAA	DD	N565390	W	May-05
UTFP	10.HCGS.619700..UFLG	STCDFLBSRLA	KSSMFLXAPS0	T1L8M0KCAA	DD	N567454	W	May-05
UTFP	15.HCGS.614073..UFLG	STCDFLBSRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N558373	W	Mar-05
UTFP	15.HCGS.610904..UFLG	STCDFLBURLA	KSSMFLXAW04	T1L8M0KCAA	DD	N550908	W	Feb-05
UTFP	10.HCGS.614404..UFLG	STCDFLXA	KSSMFLXBDS1	T1L8M0KCAA	DD	N558859	W	Mar-05
UTFP	15.HCGS.617130..UFLG	STCDFLXA	WNPKFLXAH07	T1L8M0KCAA	DD	N563434	W	Apr-05
UTFP	50.HCGS.624584..UFLG	STCDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N573629	W	Jul-05
UTFP	58.HCGS.744967..SB	STCDFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N568938	W	May-05
UTFP	58.HCGS.745942..SB	STCDFLXAPS0	ORLDFLMADS1	T1L8M0KCAA	DD	N575445	W	Jul-05
UTFP	75.HCGS.467600..CEFL	STMKFLXA	TLHSFLXADS1	T1L8M0KCAA	DD	E381122	W	Feb-05
UTFP	52.HCGS.733168..SB	STRKFLXA	JCVLFLCLDS0	T1L8M0KCAA	DD	N560166	W	Apr-05
UTFP	52.HCGS.733555..SB	STRKFLXA	JCVLFLJTRS0	T1L8M0KCAA	DD	N563742	W	Apr-05
UTFP	52.HCGS.734197..SB	STRKFLXA	JCVLFLSJ73E	T1L8M0KCAA	DD	N571462	W	Jun-05
UTFP	52.HCGS.734598..SB	STRKFLXA	JCVLFLCLDS0	T1L8M0KCAA	DD	N574676	W	Jul-05
UTFP	52.HCGS.734139..SB	STRKFLXADS0	JCVLFLSJ73E	T1L8M0KCAA	DD	N571024	W	Jun-05
UTFP	15.HCGS.561559..UFLG	SVSPFLAFRL0	OCALFLXADS0	T1L8M0KCAA	DD	E385881	W	Jun-05
UTFP	15.HCGS.615337..UFLG	SVSPFLAFRL0	MTLDFLXADS1	T1L8M0KCAA	DD	N560389	W	Mar-05
UTFP	15.HCGS.621248..UFLG	SVSPFLAFRL0	OCALFLXA	T1L8M0KCAA	DD	N570084	W	Jun-05
UTFP	54.HCGS.705659..SB	SVSPFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N571260	W	Jun-05
UTFP	10.HCGS.620938..CEFL	TLHSFLIARLA	TLHSFLXA	T1L8M0KCAA	DD	N569615	W	May-05
UTFP	10.HCGS.624761..CEFL	TLHSFLIARLA	TLHSFLXA	T1L8M0KCAA	DD	N573787	W	Jun-05
UTFP	10.HCGS.624776..CEFL	TLHSFLIARLA	TLHSFLXA	T1L8M0KCAA	DD	N573792	W	Jun-05
UTFP	15.HCGS.618196..CEFL	TLHSFLIARLA	TLHSFLXCDS0	T1L8M0KCAA	DD	N565109	W	May-05
UTFP	30.HCGS.615631..CEFL	TLHSFLIARLA	TLHSFLXADS0	T1L8M0KCAA	DD	N560864	W	Apr-05
UTFP	77.HCXU.800579..CEFL	TLHSFLIARLA	TLHSFLXBDS0	T1L8M0KCAA	DD	C573627	W	Jul-05
UTFP	77.HCXU.800791..CEFL	TLHSFLIARLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N558862	W	Mar-05
UTFP	77.HCXU.800803..CEFL	TLHSFLIARLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N561645	W	Apr-05
UTFP	15.HCGS.617265..CEFL	TLHSFLIJ	TLHSFLXADS0	T1L8M0KCAA	DD	N563646	W	Apr-05
UTFP	10.HCGS.621146..CEFL	TLHSFLMJRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N569989	W	May-05
UTFP	75.HCGS.619565..CEFL	TLHSFLMJRL0	TLHSFLXB	T1L8M0KCAA	DD	N567306	W	May-05
UTFP	75.HCGS.619566..CEFL	TLHSFLMJRL0	TLHSFLXB	T1L8M0KCAA	DD	N567307	W	May-05
UTFP	10.HCGS.457881..CEFL	TLHSFLPKRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384673	W	Jul-05
UTFP	10.HCGS.627772..CEFL	TLHSFLPKRLA	TLHSFLXAWA4	T1L8M0KCAA	DD	N577244	W	Jul-05
UTFP	30.HCGS.611151..CEFL	TLHSFLPKRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N551608	W	Feb-05
UTFP	75.HCGS.611121..CEFL	TLHSFLPKRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N551460	W	Feb-05
UTFP	75.HCGS.621285..CEFL	TLHSFLPKRLA	TLHSFLUS1MD	T1L8M0KCAA	DD	N570130	W	Jul-05
UTFP	75.HCGS.624919..CEFL	TLHSFLPKRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N573966	W	Jul-05

UTFP	77.HCXU.800846..CEFL	TLHSFLPURLA	TLHSFLXF	T1L8M0KCAA	DD	N571168	W	Jun-05
UTFP	15.HCGS.621878..CEFL	TLHSFLQMRLA	TLHSFLXA	T1L8M0KCAA	DD	N571006	W	Jul-05
UTFP	15.HCGS.620798..CEFL	TLHSFLRHRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N569385	W	Jun-05
UTFP	15.HCGS.613546..CEFL	TLHSFLRLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N557635	W	Jun-05
UTFP	15.HCGS.617814..CEFL	TLHSFLRLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564574	W	May-05
UTFP	30.HCGS.616693..CEFL	TLHSFLRLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N562737	W	Apr-05
UTFP	30.HCGS.619432..CEFL	TLHSFLRLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N567096	W	May-05
UTFP	15.HCGS.584207..CEFL	TLHSFLRT	TLHSFLXADS0	VAR1JBSAAA	DD	N507596	W	May-04
UTFP	15.HCGS.624889..CEFL	TLHSFLRT	TLHSFLXADS0	T1L8M0KCAA	DD	N573942	W	Jun-05
UTFP	10.HCGS.625733..CEFL	TLHSFLSLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N574984	W	Jul-05
UTFP	15.HCGS.621802..CEFL	TLHSFLSLRLA	TLHSFLXA	T1L8M0KCAA	DD	N570866	W	Jun-05
UTFP	30.HCGS.612679..CEFL	TLHSFLSLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N556293	W	Mar-05
UTFP	30.HCGS.615611..CEFL	TLHSFLSLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N560834	W	Apr-05
UTFP	75.HCGS.625273..CEFL	TLHSFLSLRLA	TLHSFLXA	T1L8M0KCAA	DD	N574467	W	Jul-05
UTFP	83.HCXU.800787..CEFL	TLHSFLTNHF1	TLHSFLXADS0	T1L8M0KCAA	DD	N557931	W	Mar-05
UTFP	83.HCXU.800793..CEFL	TLHSFLTNHF1	TLHSFLXADS0	T1L8M0KCAA	DD	N560068	W	Mar-05
UTFP	60.HCFX.621561..CEFL	TLHSFLTQRLA	TLHSFLXDDS0	T1L8M0KCAA	DD	N570507	W	Jul-05
UTFP	75.HCGS.624991..CEFL	TLHSFLTQRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N574043	W	Jul-05
UTFP	10.HCGS.616903..CEFL	TLHSFLU0038	TLHSFLXBDS0	T1L8M0KCAA	DD	N563035	W	Apr-05
UTFP	10.HCGS.624699..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573735	W	Jul-05
UTFP	10.HCGS.624720..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573763	W	Jul-05
UTFP	10.HCGS.624724..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573766	W	Jul-05
UTFP	10.HCGS.624727..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573794	W	Jul-05
UTFP	10.HCGS.624739..CEFL	TLHSFLU0038	TLHSFLXA	T1L8M0KCAA	DD	N573783	W	Jul-05
UTFP	10.HCGS.624783..CEFL	TLHSFLU0038	TLHSFLXA	T1L8M0KCAA	DD	N573798	W	Jul-05
UTFP	10.HCGS.624791..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573806	W	Jul-05
UTFP	10.HCGS.624801..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573821	W	Jul-05
UTFP	10.HCGS.624807..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573833	W	Jul-05
UTFP	10.HCGS.624808..CEFL	TLHSFLU0038	TLHSFLXADS0	T1L8M0KCAA	DD	N573834	W	Jul-05
UTFP	83.HCXU.800533..CEFL	TLHSFLU0114	TLHSFLXBDS0	VAR1JBSAAA	DD	N488863	W	Dec-03
UTFP	77.HCXU.800785..CEFL	TLHSFLU0151	TLHSFLXBDS0	T1L8M0KCAA	DD	N557593	W	Mar-05
UTFP	77.HCXU.800868..CEFL	TLHSFLU0151	TLHSFLXB	T1L8M0KCAA	DD	N575707	W	Jul-05
UTFP	15.HCGS.613114..CEFL	TLHSFLU0159	TLHSFLXBDS0	T1L8M0KCAA	DD	N556995	W	Mar-05
UTFP	15.HCGS.614549..CEFL	TLHSFLU0159	TLHSFLXADS0	T1L8M0KCAA	DD	N559074	W	Apr-05
UTFP	15.HCGS.621749..CEFL	TLHSFLU0159	TLHSFLXADS0	T1L8M0KCAA	DD	N570800	W	Jun-05
UTFP	15.HCGS.621763..CEFL	TLHSFLU0159	TLHSFLXADS0	T1L8M0KCAA	DD	N570820	W	Jun-05
UTFP	75.HCGS.612612..CEFL	TLHSFLU0159	TLHSFLXADS0	T1L8M0KCAA	DD	N556091	W	Mar-05
UTFP	60.HCFX.621469..CEFL	TLHSFLU0181	TLHSFLXDDS0	T1L8M0KCAA	DD	N570382	W	Jul-05
UTFP	75.HCGS.625266..CEFL	TLHSFLU0181	TLHSFLXA	T1L8M0KCAA	DD	N574461	W	Jul-05
UTFP	75.HCGS.625293..CEFL	TLHSFLU0181	TLHSFLXADS0	T1L8M0KCAA	DD	N574531	W	Jun-05
UTFP	77.HCXU.800761..CEFL	TLHSFLU0181	TLHSFLXD	T1L8M0KCAA	DD	N549787	W	Mar-05
UTFP	77.HCXU.800765..CEFL	TLHSFLU0181	TLHSFLXD1MD	T1L8M0KCAA	DD	N549724	W	Mar-05
UTFP	77.HCXU.800766..CEFL	TLHSFLU0181	TLHSFLXD1MD	T1L8M0KCAA	DD	N549725	W	Mar-05
UTFP	77.HCXU.800820..CEFL	TLHSFLU0181	TLHSFLXD	T1L8M0KCAA	DD	N566625	W	May-05
UTFP	77.HCXU.800869..CEFL	TLHSFLU0181	TLHSFLXD	T1L8M0KCAA	DD	N576730	W	Jul-05
UTFP	10.HCGS.618649..CEFL	TLHSFLU0183	TLHSFLXADS1	T1L8M0KCAA	DD	N565827	W	Apr-05
UTFP	15.HCGS.565798..CEFL	TLHSFLU0183	TLHSFLXADS0	VAR1JBSAAA	DD	N482239	W	Nov-03
UTFP	15.HCGS.565806..CEFL	TLHSFLU0183	TLHSFLXADS0	VAR1JBSAAA	DD	N482244	W	Nov-03
UTFP	15.HCGS.565807..CEFL	TLHSFLU0183	TLHSFLXADS0	VAR1JBSAAA	DD	N482245	W	Nov-03
UTFP	15.HCGS.585160..CEFL	TLHSFLU0183	TLHSFLXADS0	VAR1JBSAAA	DD	N508987	W	May-04
UTFP	30.HCGS.626948..CEFL	TLHSFLU0183	TLHSFLXADS0	T1L8M0KCAA	DD	N576267	W	Jul-05
UTFP	75.HCGS.625125..CEFL	TLHSFLU0183	TLHSFLUS1MD	T1L8M0KCAA	DD	N574265	W	Jul-05
UTFP	10.HCGS.624931..CEFL	TLHSFLU0206	TLHSFLXADS0	T1L8M0KCAA	DD	N573975	W	Jun-05
UTFP	30.HCGS.624409..CEFL	TLHSFLU0206	TLHSFLXADS0	T1L8M0KCAA	DD	N573491	W	Jul-05
UTFP	50.HCGS.626890..CEFL	TLHSFLU0206	TLHSFLXADS0	T1L8M0KCAA	DD	N576225	W	Jul-05
UTFP	75.HCGS.622423..CEFL	TLHSFLU0206	TLHSFLXADS0	T1L8M0KCAA	DD	N571727	W	Jun-05
UTFP	83.HCXU.800816..CEFL	TLHSFLU0206	TLHSFLXAK31	T1L8M0KCAA	DD	N565470	W	May-05

000085

UTFP	83.HCXU.800786..CEFL	TLHSFLU0262	TLHSFLXADS0	T1L8M0KCAA	DD	N557930	W	Mar-05
UTFP	83.HCXU.800794..CEFL	TLHSFLU0262	TLHSFLXAHMD	T1L8M0KCAA	DD	N560133	W	Mar-05
UTFP	10.HCGS.613575..CEFL	TLHSFLU0269	TLHSFLXCDS0	T1L8M0KCAA	DD	N557683	W	Mar-05
UTFP	15.HCGS.612903..CEFL	TLHSFLU0269	TLHSFLXBDS0	T1L8M0KCAA	DD	N556693	W	Mar-05
UTFP	15.HCGS.614439..CEFL	TLHSFLU0269	TLHSFLXADS0	T1L8M0KCAA	DD	N558916	W	Mar-05
UTFP	15.HCGS.621888..CEFL	TLHSFLU0269	TLHSFLXA	T1L8M0KCAA	DD	N571017	W	Jul-05
UTFP	83.HCXU.800835..CEFL	TLHSFLU0301	TLHSFLXB	T1L8M0KCAA	DD	N569617	W	May-05
UTFP	10.HCGS.612484..CEFL	TLHSFLU0430	TLHSFLXA	T1L8M0KCAA	DD	N555786	W	Mar-05
UTFP	15.HCGS.616108..CEFL	TLHSFLU0430	TLHSFLXCDS0	T1L8M0KCAA	DD	N561761	W	May-05
UTFP	15.HCGS.621799..CEFL	TLHSFLU0430	TLHSFLXADS0	T1L8M0KCAA	DD	N570863	W	Jun-05
UTFP	10.HCGS.616581..CEFL	TLHSFLU1039	TLHSFLXADS0	T1L8M0KCAA	DD	N562500	W	Apr-05
UTFP	30.HCGS.615701..CEFL	TLHSFLU1039	TLHSFLATFD3	T1L8M0KCAA	DD	N560930	W	Apr-05
UTFP	30.HCGS.624830..CEFL	TLHSFLU1039	TLHSFLXADS0	T1L8M0KCAA	DD	N573890	W	Jul-05
UTFP	10.HCGS.613965..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N558263	W	May-05
UTFP	10.HCGS.616124..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N561772	W	Jun-05
UTFP	10.HCGS.625963..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N575293	W	Jul-05
UTFP	15.HCGS.622718..CEFL	TLHSFLU1044	TLHSFLXCDS0	T1L8M0KCAA	DD	N572118	W	Jul-05
UTFP	30.HCGS.611652..CEFL	TLHSFLU1044	TLHSFLATFD3	T1L8M0KCAA	DD	N553612	W	Feb-05
UTFP	30.HCGS.625697..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N574963	W	Jul-05
UTFP	77.HCXU.800831..CEFL	TLHSFLU1044	TLHSFLXCDS0	T1L8M0KCAA	DD	N569002	W	May-05
UTFP	83.HCXU.800774..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N550980	W	Feb-05
UTFP	83.HCXU.800807..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N562051	W	Jun-05
UTFP	83.HCXU.800825..CEFL	TLHSFLU1044	TLHSFLXADS0	T1L8M0KCAA	DD	N567295	W	May-05
UTFP	15.HCGS.627934..CEFL	TLHSFLUIRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N577492	W	Jul-05
UTFP	15.HCGS.613852..CEFL	TLHSFLVCRLA	TLHSFLUSW01	T1L8M0KCAA	DD	N558095	W	Mar-05
UTFP	15.HCGS.627408..CEFL	TLHSFLVCRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N576844	W	Jul-05
UTFP	77.HCXU.800844..CEFL	TLHSFLVCRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N570926	W	Jun-05
UTFP	10.HCGS.617789..CEFL	TLHSFLVJRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564541	W	Apr-05
UTFP	75.HCGS.625696..CEFL	TLHSFLVJRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N574962	W	Jul-05
UTFP	77.HCXU.800788..CEFL	TLHSFLVJRLA	TLHSFLXB	T1L8M0KCAA	DD	N558054	W	Mar-05
UTFP	30.HCGS.621803..CEFL	TLHSFLWKRLA	TLHSFLXA	T1L8M0KCAA	DD	N570867	W	Jun-05
UTFP	30.HCGS.623145..CEFL	TLHSFLWKRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N572602	W	Jun-05
UTFP	30.HCGS.625378..CEFL	TLHSFLWKRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N574647	W	Jul-05
UTFP	10.HCGS.619345..CEFL	TLHSFLWQRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N567000	W	May-05
UTFP	77.HCXU.800780..CEFL	TLHSFLWQRLB	TLHSFLXDDS0	T1L8M0KCAA	DD	N555273	W	Feb-05
UTFP	30.HCGS.613077..CEFL	TLHSFLWR	TLHSFLXADS0	T1L8M0KCAA	DD	N556915	W	Mar-05
UTFP	10.HCGS.614851..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N559616	W	Mar-05
UTFP	10.HCGS.617616..CEFL	TLHSFLXA	TLHSFLXA0MD	T1L8M0KCAA	DD	N564284	W	Apr-05
UTFP	10.HCGS.617617..CEFL	TLHSFLXA	TLHSFLXA0MD	T1L8M0KCAA	DD	N564285	W	Apr-05
UTFP	10.HCGS.617688..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N564378	W	Apr-05
UTFP	10.HCGS.617910..CEFL	TLHSFLXA	TLHSFLXCDS0	T1L8M0KCAA	DD	N564721	W	Apr-05
UTFP	10.HCGS.618652..CEFL	TLHSFLXA	TLHSFLXAWA4	T1L8M0KCAA	DD	N565829	W	May-05
UTFP	10.HCGS.619157..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N566564	W	May-05
UTFP	10.HCGS.619158..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N566565	W	May-05
UTFP	10.HCGS.619898..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N567825	W	May-05
UTFP	10.HCGS.624255..CEFL	TLHSFLXA	TLHSFLXADS1	T1L8M0KCAA	DD	N573303	W	Jun-05
UTFP	10.HCGS.626414..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N575847	W	Jul-05
UTFP	10.HCGS.627336..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N576743	W	Jul-05
UTFP	15.HCGS.611536..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N553100	W	Feb-05
UTFP	15.HCGS.612301..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N555507	W	Feb-05
UTFP	15.HCGS.613446..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N557466	W	Mar-05
UTFP	15.HCGS.614615..CEFL	TLHSFLXA	TLHSFL26W01	T1L8M0KCAA	DD	N559154	W	Mar-05
UTFP	15.HCGS.621710..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N570739	W	Jun-05
UTFP	15.HCGS.624865..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N573917	W	Jun-05
UTFP	30.HCGS.616024..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N561600	W	Apr-05
UTFP	30.HCGS.620053..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N568099	W	Jun-05
UTFP	50.HCGS.615950..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N561492	W	Apr-05

000086

UTFP 50.HCGS.615951..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N561493	W	Apr-05
UTFP 50.HCGS.619232..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N566688	W	May-05
UTFP 50.HCGS.624922..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N573968	W	Jun-05
UTFP 75.HCGS.620648..CEFL	TLHSFLXA	TLHSFLXBDS0	T1L8M0KCAA	DD	N569160	W	May-05
UTFP 75.HCGS.622990..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N572445	W	Jun-05
UTFP 75.HCGS.624984..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N574041	W	Jul-05
UTFP 77.HCXU.800762..CEFL	TLHSFLXA	TLHSFLXAHMD	T1L8M0KCAA	DD	N549124	W	Feb-05
UTFP 77.HCXU.800775..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N551103	W	Feb-05
UTFP 77.HCXU.800781..CEFL	TLHSFLXA	TLHSFLXAHMD	T1L8M0KCAA	DD	N555777	W	Mar-05
UTFP 77.HCXU.800802..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N561752	W	Apr-05
UTFP 77.HCXU.800829..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N568378	W	Jun-05
UTFP 77.HCXU.800830..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N568421	W	Jun-05
UTFP 77.HCXU.800832..CEFL	TLHSFLXA	TLHSFLXAHMD	T1L8M0KCAA	DD	N569456	W	May-05
UTFP 77.HCXU.800837..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N569917	W	Jun-05
UTFP 77.HCXU.800854..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	N572670	W	Jun-05
UTFP 77.HCXU.800858..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N572943	W	Jun-05
UTFP 77.HCXU.800864..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N574943	W	Jul-05
UTFP 77.HCXU.800867..CEFL	TLHSFLXA	TLHSFLXADS0	T1L8M0KCAA	DD	N576456	W	Jul-05
UTFP 77.HCXU.803570..CEFL	TLHSFLXA	TLHSFLXA	T1L8M0KCAA	DD	E386337	W	Jul-05
UTFP 10.HCGS.270462..CEFL	TLHSFLXADS0	TLHSFLXADS0	T1L8M0KCAA	DD	E384815	W	May-05
UTFP 10.HCGS.612036..CEFL	TLHSFLXADS0	TLHSFLXADS0	T1L8M0KCAA	DD	N554891	W	Mar-05
UTFP 10.HCGS.575672..CEFL	TLHSFLXB	TLHSFLXA	VAR1JBSAAA	DD	N494835	W	Feb-04
UTFP 10.HCGS.615000..CEFL	TLHSFLXB	TLHSFLXADS0	T1L8M0KCAA	DD	N559828	W	Mar-05
UTFP 30.HCFS.626888..CEFL	TLHSFLXB	TLHSFLXA	T1L8M0KCAA	DD	N576224	W	Jul-05
UTFP 50.HCGS.613582..CEFL	TLHSFLXB	TLHSFLXADS0	T1L8M0KCAA	DD	N557689	W	Mar-05
UTFP 77.HCXU.800790..CEFL	TLHSFLXB	TLHSFLXBDS0	T1L8M0KCAA	DD	N558367	W	Mar-05
UTFP 10.HCGS.605238..CEFL	TLHSFLXBDS0	TLHSFLXADS0	T1L8M0KCAA	DD	C558443	W	Mar-05
UTFP 15.HCGS.613282..CEFL	TLHSFLXC	TLHSFLXA	T1L8M0KCAA	DD	N557214	W	May-05
UTFP 15.HCGS.613283..CEFL	TLHSFLXC	TLHSFLXA	T1L8M0KCAA	DD	N557215	W	May-05
UTFP 15.HCGS.613284..CEFL	TLHSFLXC	TLHSFLXA	T1L8M0KCAA	DD	N557216	W	May-05
UTFP 15.HCGS.613285..CEFL	TLHSFLXC	TLHSFLXA	T1L8M0KCAA	DD	N557217	W	May-05
UTFP 15.HCGS.613286..CEFL	TLHSFLXC	TLHSFLXA	T1L8M0KCAA	DD	N557218	W	May-05
UTFP 15.HCGS.613287..CEFL	TLHSFLXC	TLHSFLXA	T1L8M0KCAA	DD	N557219	W	May-05
UTFP 10.HCFS.568282..CEFL	TLHSFLXCDS0	TLHSFLXCDS0	VAR1JBSAAA	DD	N485812	W	Dec-03
UTFP 10.HCFS.568283..CEFL	TLHSFLXCDS0	TLHSFLXCDS0	VAR1JBSAAA	DD	N485813	W	Dec-03
UTFP 10.HCFS.568284..CEFL	TLHSFLXCDS0	TLHSFLXCDS0	VAR1JBSAAA	DD	N485814	W	Dec-03
UTFP 15.HCGS.565809..CEFL	TLHSFLXCDS0	TLHSFLXADS0	VAR1JBSAAA	DD	N482249	W	Nov-03
UTFP 15.HCGS.568369..CEFL	TLHSFLXCDS0	TLHSFLXADS0	VAR1JBSAAA	DD	N485949	W	Dec-03
UTFP 15.HCGS.568370..CEFL	TLHSFLXCDS0	TLHSFLXADS0	VAR1JBSAAA	DD	N485950	W	Dec-03
UTFP 75.HCGS.625235..CEFL	TLHSFLXCDS0	TLHSFLXADS0	T1L8M0KCAA	DD	N574414	W	Jul-05
UTFP 10.HCGS.616046..CEFL	TLHSFLXD	TLHSFLXAWA2	T1L8M0KCAA	DD	N561636	W	Apr-05
UTFP 15.HCGS.619520..CEFL	TLHSFLXD	TLHSFLXADS0	T1L8M0KCAA	DD	N567262	W	May-05
UTFP 30.HCGS.613072..CEFL	TLHSFLXD	TLHSFLXADS0	T1L8M0KCAA	DD	N556893	W	Mar-05
~~UTFP 30.HCGS.614048..CEFL~~	~~TLHSFLXD~~	~~TLHSFLXADS0~~	~~T1L8M0KCAA~~	~~DD~~	~~N558356~~	~~W~~	~~Mar-05~~
UTFP 30.HCGS.617495..CEFL	TLHSFLXD	TLHSFLXADS0	T1L8M0KCAA	DD	N564105	W	Apr-05
UTFP 50.HCGS.615153..CEFL	TLHSFLXD	TLHSFLXAWA2	T1L8M0KCAA	DD	N560116	W	Mar-05
UTFP 50.HCGS.625094..CEFL	TLHSFLXD	TLHSFLXAWA2	T1L8M0KCAA	DD	N574246	W	Jul-05
UTFP 60.HCFX.621561..CEFL	TLHSFLXD	TLHSFL1A345	T1L8M0KCAA	DD	N570507	W	Jul-05
UTFP 75.HCGS.616691..CEFL	TLHSFLXD	TLHSFLXBDS0	T1L8M0KCAA	DD	N562734	W	Apr-05
UTFP 75.HCGS.616692..CEFL	TLHSFLXD	TLHSFLXBDS0	T1L8M0KCAA	DD	N562735	W	Apr-05
UTFP 75.HCGS.625274..CEFL	TLHSFLXD	TLHSFLXA	T1L8M0KCAA	DD	N574470	W	Jul-05
UTFP 10.HCGS.526416..CEFL	TLHSFLXDDS0	TLHSFLXADS0	T1L8M0KCAA	DD	N433677	W	Nov-02
UTFP 15.HCGS.627941..CEFL	TLHSFLXDDS0	TLHSFLXADS0	T1L8M0KCAA	DD	N577504	W	Jul-05
UTFP 15.HCGS.627942..CEFL	TLHSFLXDDS0	TLHSFLXADS0	T1L8M0KCAA	DD	N577505	W	Jul-05
UTFP 60.HCFX.621469..CEFL	TLHSFLXDDS0	TLHSFL1A343	T1L8M0KCAA	DD	N570382	W	Jul-05
UTFP 60.HCFX.621615..CEFL	TLHSFLXDDS0	TLHSFLXDDS0	T1L8M0KCAA	DD	N570581	W	Jul-05
UTFP 15.HCGS.627940..CEFL	TLHSFLXEDS0	TLHSFLXADS0	T1L8M0KCAA	DD	N577497	W	Jul-05

000087

UTFP	10.HCGS.612020..CEFL	TLHSFLXF	TLHSFLXA	T1L8M0KCAA	DD	N554794	W	Feb-05
UTFP	10.HCGS.615463..CEFL	TLHSFLXF	TLHSFLXADS0	T1L8M0KCAA	DD	N560586	W	Mar-05
UTFP	30.HCGS.624228..CEFL	TLHSFLXF	TLHSFLXADS0	T1L8M0KCAA	DD	N573262	W	Jun-05
UTFP	10.HCGS.613690..CEFL	TLHSFLXG	TLHSFLXADS0	T1L8M0KCAA	DD	N557859	W	Mar-05
UTFP	15.HCGS.614192..CEFL	TLHSFLXOH01	TLHSFLXAH29	T1L8M0KCAA	DD	N558550	W	Mar-05
UTFP	75.HCGS.627590..CEFL	TLHSFLXOH01	TLHSFLXADS0	T1L8M0KCAA	DD	N577007	W	Jul-05
UTFP	15.HCGS.620167..CEFL	TLHSFLXQ	TLHSFLXD	T1L8M0KCAA	DD	N568271	W	May-05
UTFP	15.HCGS.621884..CEFL	TLHSFLXQ	TLHSFLXA	T1L8M0KCAA	DD	N571012	W	Jun-05
UTFP	15.HCGS.624435..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573518	W	Jul-05
UTFP	15.HCGS.624436..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573519	W	Jul-05
UTFP	15.HCGS.624437..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573520	W	Jul-05
UTFP	15.HCGS.624438..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573521	W	Jul-05
UTFP	15.HCGS.624439..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573522	W	Jul-05
UTFP	15.HCGS.624440..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573523	W	Jul-05
UTFP	15.HCGS.624441..CEFL	TLHTFLBIRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N573524	W	Jul-05
UTFP	15.HCGS.613833..CEFL	TLHTFLCFRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N558078	W	Mar-05
UTFP	30.HCGS.624189..CEFL	TLHTFLCFRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N573185	W	Jul-05
UTFP	30.HCGS.626337..CEFL	TLHTFLCIRLA	TLHSFLXA	T1L8M0KCAA	DD	N575732	W	Jul-05
UTFP	10.HCGS.611842..CEFL	TLHTFLCIRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N554229	W	Feb-05
UTFP	30.HCGS.614644..CEFL	TLHTFLCIRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N559174	W	Mar-05
UTFP	30.HCGS.620780..CEFL	TLHTFLCIRLB	TLHSFLXAW11	T1L8M0KCAA	DD	N569366	W	Jun-05
UTFP	30.HCGS.621548..CEFL	TLHTFLCIRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N570493	W	Jun-05
UTFP	77.HCXU.800861..CEFL	TLHTFLCIRLB	TLHSFLXD	T1L8M0KCAA	DD	N573790	W	Jun-05
UTFP	10.HCGS.616719..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562777	W	Apr-05
UTFP	10.HCGS.616720..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562778	W	Apr-05
UTFP	10.HCGS.616739..CEFL	TLHTFLCRRLB	TLHSFLXAW01	T1L8M0KCAA	DD	N562801	W	Apr-05
UTFP	10.HCGS.616740..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562802	W	Apr-05
UTFP	10.HCGS.616742..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562811	W	Apr-05
UTFP	10.HCGS.616766..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562836	W	Apr-05
UTFP	10.HCGS.616768..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562837	W	Apr-05
UTFP	10.HCGS.616794..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N562861	W	Apr-05
UTFP	10.HCGS.621660..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N570662	W	Jun-05
UTFP	10.HCGS.621665..CEFL	TLHTFLCRRLB	TLHSFLXA	T1L8M0KCAA	DD	N570666	W	Jun-05
UTFP	10.HCGS.621667..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N570718	W	Jun-05
UTFP	10.HCGS.621671..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N570727	W	Jun-05
UTFP	10.HCGS.621680..CEFL	TLHTFLCRRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N570728	W	Jun-05
UTFP	77.HCXU.800863..CEFL	TLHTFLCRRLB	TLHSFLXBDS0	T1L8M0KCAA	DD	N574835	W	Jul-05
UTFP	83.HCXU.800841..CEFL	TLHTFLDARLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N570228	W	Jul-05
UTFP	83.HCXU.800860..CEFL	TLHTFLDARLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N573626	W	Jul-05
UTFP	50.HCGS.610199..CEFL	TLHTFLDDRLA	TLHSFLXAWA2	T1L8M0KCAA	DD	N549516	W	May-05
UTFP	10.HCFS.568282..CEFL	TLHTFLDGRLA	TLHSFLXCDS0	VAR1JBSAAA	DD	N485812	W	Dec-03
UTFP	10.HCFS.568283..CEFL	TLHTFLDGRLA	TLHSFLXCDS0	VAR1JBSAAA	DD	N485813	W	Dec-03
UTFP	10.HCFS.568284..CEFL	TLHTFLDGRLA	TLHSFLXCDS0	VAR1JBSAAA	DD	N485814	W	Dec-03
~~UTFP~~	~~30.HCGS.626269..CEFL~~	~~TLHTFLEGRLA~~	~~TLHSFLXA~~	~~T1L8M0KCAA~~	~~DD~~	~~N568508~~	~~W~~	~~May-05~~
UTFP	77.HCXU.800328..CEFL	TLHTFLEGRLA	TLHSFLXDDS0	T1L8M0KCAA	DD	E385348	W	Jun-05
UTFP	77.HCXU.800404..CEFL	TLHTFLEGRLA	TLHSFLXDDS0	T1L8M0KCAA	DD	E384208	W	Jun-05
UTFP	77.HCXU.800813..CEFL	TLHTFLEGRLA	TLHSFLXDDS0	T1L8M0KCAA	DD	N564582	W	Apr-05
UTFP	10.HCGS.626256..CEFL	TLHTFLEVRLA	TLHSFLXA	T1L8M0KCAA	DD	N575646	W	Jul-05
UTFP	15.HCGS.621757..CEFL	TLHTFLEVRLA	TLHSFLXA	T1L8M0KCAA	DD	N570814	W	Jun-05
UTFP	15.HCGS.621791..CEFL	TLHTFLEVRLA	TLHSFLXA	T1L8M0KCAA	DD	N570841	W	Jul-05
UTFP	30.HCGS.621417..CEFL	TLHTFLEVRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N570307	W	Jun-05
UTFP	30.HCGS.612187..CEFL	TLHTFLFFRLA	TLHSFLATFD3	T1L8M0KCAA	DD	N555220	W	Mar-05
UTFP	50.HCGS.611141..CEFL	TLHTFLFFRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N551531	W	Apr-05
UTFP	15.HCGS.625148..CEFL	TLHTFLFKRLA	TLHSFLXC	T1L8M0KCAA	DD	N574286	W	Jul-05
UTFP	10.HCGS.586420..CEFL	TLHTFLFNRLA	TLHSFLXAK31	VAR1JBSAAA	DD	N510809	W	Jun-04
UTFP	10.HCGS.613749..CEFL	TLHTFLFNRLA	TLHSFLOCW01	T1L8M0KCAA	DD	N557923	W	Mar-05
UTFP	10.HCGS.620291..CEFL	TLHTFLFNRLA	TLHSFLXA	T1L8M0KCAA	DD	N568559	W	May-05

000088

UTFP	10.HCGS.620294..CEFL	TLHTFLFNRLA	TLHSFLXA	T1L8M0KCAA	DD	N568562	W	May-05
UTFP	10.HCGS.620327..CEFL	TLHTFLFNRLA	TLHSFLXAW03	T1L8M0KCAA	DD	N568631	W	Jun-05
UTFP	15.HCGS.611554..CEFL	TLHTFLFNRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N553147	W	Feb-05
UTFP	30.HCGS.625530..CEFL	TLHTFLFNRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N574758	W	Jul-05
UTFP	75.HCGS.622859..CEFL	TLHTFLFNRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N572280	W	Jul-05
UTFP	77.HCXU.800845..CEFL	TLHTFLFNRLA	TLHSFLXFDS0	T1L8M0KCAA	DD	N576462	W	Jul-05
UTFP	10.HCGS.617572..CEFL	TLHTFLFORLA	TLHSFLXA	T1L8M0KCAA	DD	N564213	W	Apr-05
UTFP	10.HCGS.617831..CEFL	TLHTFLFORLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564603	W	Apr-05
UTFP	10.HCGS.618020..CEFL	TLHTFLFORLA	TLHSFLXAW01	T1L8M0KCAA	DD	N564903	W	Apr-05
UTFP	10.HCGS.618023..CEFL	TLHTFLFORLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564904	W	Apr-05
UTFP	10.HCGS.618024..CEFL	TLHTFLFORLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564906	W	Apr-05
UTFP	10.HCGS.618026..CEFL	TLHTFLFORLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564907	W	Apr-05
UTFP	10.HCGS.618027..CEFL	TLHTFLFORLA	TLHSFLXADS0	T1L8M0KCAA	DD	N564909	W	May-05
UTFP	77.HCXU.800782..CEFL	TLHTFLFORLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N556581	W	Mar-05
UTFP	77.HCXU.800823..CEFL	TLHTFLFORLA	TLHSFLXBDS0	T1L8M0KCAA	DD	C567058	W	May-05
UTFP	77.HCXU.800824..CEFL	TLHTFLFORLA	TLHSFLXBDS0	T1L8M0KCAA	DD	C567059	W	May-05
UTFP	10.HCGS.613520..CEFL	TLHTFLFTRL0	TLHSFLXADS0	T1L8M0KCAA	DD	N557580	W	Mar-05
UTFP	15.HCGS.425494..CEFL	TLHTFLFTRL0	TLHSFLXADS0	T1L8M0KCAA	DD	E385274	W	Jun-05
UTFP	75.HCGS.621986..CEFL	TLHTFLFURLA	TLHSFLXADS0	T1L8M0KCAA	DD	N571109	W	Jun-05
UTFP	10.HCGS.614468..CEFL	TLHTFLFXRLA	TLHSFLNEH01	T1L8M0KCAA	DD	N558955	W	Mar-05
UTFP	10.HCGS.624632..CEFL	TLHTFLFXRLA	TLHSFLXA	T1L8M0KCAA	DD	N573682	W	Jun-05
UTFP	15.HCGS.622545..CEFL	TLHTFLFXRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N571932	W	Jun-05
UTFP	83.HCXU.800792..CEFL	TLHTFLFXRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N559487	W	Mar-05
UTFP	15.HCGS.615717..CEFL	TLHTFLGKRLB	TLHSFLXADS0	T1L8M0KCAA	DD	N560966	W	Apr-05
UTFP	15.HCGS.621804..CEFL	TLHTFLGKRLB	TLHSFLXA	T1L8M0KCAA	DD	N570869	W	Jul-05
UTFP	30.HCGS.618920..CEFL	TLHTFLGKRLB	TLHSFLXB	T1L8M0KCAA	DD	N566217	W	May-05
UTFP	77.HCXU.800783..CEFL	TLHTFLGKRLB	TLHSFLXD1MD	T1L8M0KCAA	DD	N556688	W	Mar-05
UTFP	77.HCXU.800822..CEFL	TLHTFLGKRLB	TLHSFLXD	T1L8M0KCAA	DD	N566660	W	May-05
UTFP	10.HCGS.615470..CEFL	TLHTFLGLRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N560589	W	Mar-05
UTFP	75.HCGS.614920..CEFL	TLHTFLGMRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N559685	W	Apr-05
UTFP	10.HCGS.615328..CEFL	TLHTFLGRRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N560359	W	Mar-05
UTFP	10.HCGS.615446..CEFL	TLHTFLGRRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N560565	W	Mar-05
UTFP	30.HCGS.613234..CEFL	TLHTFLGRRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N557185	W	Mar-05
UTFP	30.HCGS.613767..CEFL	TLHTFLGRRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N557974	W	Mar-05
UTFP	77.HCXU.800804..CEFL	TLHTFLGRRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N561920	W	Apr-05
UTFP	77.HCXU.803570..CEFL	TLHTFLHKRL1	TLHSFLXA	T1L8M0KCAA	DD	E386337	W	Jul-05
UTFP	10.HCGS.625949..CEFL	TLHTFLHVRLB	TLHSFLXA	T1L8M0KCAA	DD	N575283	W	Jul-05
UTFP	77.HCXU.800826..CEFL	TLHTFLHVRLB	TLHSFLXDDS0	T1L8M0KCAA	DD	N567986	W	May-05
UTFP	15.HCGS.349901..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E383937	W	May-05
UTFP	15.HCGS.565627..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384286	W	Jul-05
UTFP	15.HCGS.565641..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384287	W	Jul-05
UTFP	15.HCGS.565642..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384288	W	Jul-05
UTFP	15.HCGS.565643..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384289	W	Jul-05
UTFP	15.HCGS.565644..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384290	W	Jul-05
UTFP	15.HCGS.565645..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384291	W	Jul-05
UTFP	15.HCGS.565646..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384292	W	Jul-05
UTFP	15.HCGS.565647..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384293	W	Jul-05
UTFP	15.HCGS.565898..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384294	W	Jul-05
UTFP	15.HCGS.565899..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384295	W	Jul-05
UTFP	15.HCGS.566097..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384297	W	Jul-05
UTFP	15.HCGS.566098..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384298	W	Jul-05
UTFP	15.HCGS.566099..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384299	W	Jul-05
UTFP	15.HCGS.566100..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384300	W	Jul-05
UTFP	15.HCGS.585140..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384301	W	Jul-05
UTFP	15.HCGS.585151..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384302	W	Jul-05
UTFP	15.HCGS.585181..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384303	W	Jul-05
UTFP	15.HCGS.585185..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384304	W	Jun-05

000089

UTFP	15.HCGS.588486..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384306	W	Jun-05
UTFP	15.HCGS.600013..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384307	W	Jul-05
UTFP	15.HCGS.600014..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	E384308	W	Jul-05
UTFP	15.HCGS.605938..CEFL	TLHTFLIPRLA	TLHSFLUSW01	T1L8M0KCAA	DD	E383932	W	May-05
UTFP	15.HCGS.605944..CEFL	TLHTFLIPRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	E383934	W	May-05
UTFP	15.HCGS.605945..CEFL	TLHTFLIPRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	E383935	W	May-05
UTFP	15.HCGS.611155..CEFL	TLHTFLIPRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N551611	W	May-05
UTFP	15.HCGS.611160..CEFL	TLHTFLIPRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N551631	W	May-05
UTFP	15.HCGS.611164..CEFL	TLHTFLIPRLA	TLHSFLXBDS0	T1L8M0KCAA	DD	N551635	W	May-05
UTFP	15.HCGS.611506..CEFL	TLHTFLIPRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N553000	W	May-05
UTFP	15.HCGS.621875..CEFL	TLHTFLIYRLB	TLHSFLXA	T1L8M0KCAA	DD	N571002	W	Jun-05
UTFP	15.HCGS.615982..CEFL	TLHTFLJCRLA	TLHSFLXCDS0	T1L8M0KCAA	DD	N561516	W	Apr-05
UTFP	30.HCGS.618191..CEFL	TLHTFLJCRLA	TLHSFLXADS0	T1L8M0KCAA	DD	N565102	W	May-05
UTFP	77.HCXU.800827..CEFL	TLHTFLJCRLA	TLHSFLXDDS0	T1L8M0KCAA	DD	N568150	W	May-05
UTFP	77.HCXU.800866..CEFL	TLHTFLJCRLA	TLHSFLXDDS0	T1L8M0KCAA	DD	N575359	W	Jul-05
UTFP	30.HCGS.619010..CEFL	TLHTFLJHRLA	TLHSFLXAW11	T1L8M0KCAA	DD	N566363	W	May-05
UTFP	30.HCGS.619026..CEFL	TLHTFLJHRLA	TLHSFLXAW11	T1L8M0KCAA	DD	N566391	W	May-05
UTFP	30.HCGS.619062..CEFL	TLHTFLJHRLA	TLHSFLXAW11	T1L8M0KCAA	DD	N566451	W	Jun-05
UTFP	30.HCGS.619229..CEFL	TLHTFLJHRLA	TLHSFLXAW11	T1L8M0KCAA	DD	N566687	W	May-05
UTFP	30.HCGS.619994..CEFL	TLHTFLJHRLA	TLHSFLXAK31	T1L8M0KCAA	DD	N568005	W	May-05
UTFP	30.HCGS.620341..CEFL	TLHTFLJHRLA	TLHSFLXA	T1L8M0KCAA	DD	N568645	W	May-05
UTFP	30.HCGS.624239..CEFL	TLHTFLLERLA	TLHSFLXA	T1L8M0KCAA	DD	N573282	W	Jun-05
UTFP	10.HCFS.317461..UFLG	TVRSFLANRLA	LSBGFLXABB2	T1L8M0KCAA	DD	E382361	W	Mar-05
UTFP	75.HCGS.619860..UFLG	TVRSFLAORLA	OCALFLXA	T1L8M0KCAA	DD	N567801	W	May-05
UTFP	75.HCGS.619861..UFLG	TVRSFLAORLA	OCALFLXA	T1L8M0KCAA	DD	N567802	W	May-05
UTFP	30.HCGS.620537..UFLG	TVRSFLAVRLA	OCALFLXADS0	T1L8M0KCAA	DD	N569020	W	May-05
UTFP	10.HCGS.270656..UFLG	TVRSFLXA	WNPKFLXA6MD	T1L8M0KCAA	DD	E382103	W	Mar-05
UTFP	10.HCGS.627386..UFLG	TVRSFLXA	OCALFLXAH17	T1L8M0KCAA	DD	N576803	W	Jul-05
UTFP	10.YBGS.615962..UFLG	TVRSFLXADS0	OCALFLXABB0	T1L8M0KCAA	DD	N561503	W	Apr-05
UTFP	50.HCGS.611037..UFLG	TVRSFLXADS0	OCALFLXADS0	T1L8M0KCAA	DD	N551115	W	Mar-05
UTFP	54.HCGS.705506..SB	TVRSFLXADS0	GSVLFLMADS0	T1L8M0KCAA	DD	N560193	W	Mar-05
UTFP	10.HCGS.613672..UFLG	TYCKFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557820	W	Mar-05
UTFP	15.HCGS.624618..UFLG	UMTLFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N573672	W	Jun-05
UTFP	30.HCGS.617997..UFLG	UMTLFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N564886	W	May-05
UTFP	15.HCGS.617311..UFLG	UMTLFLXARS0	OCALFLXADS0	T1L8M0KCAA	DD	N563740	W	Apr-05
UTFP	50.HCGS.621472..UFLG	UMTLFLXARS0	OCALFLXADS0	T1L8M0KCAA	DD	N570394	W	Jun-05
UTFP	15.HCGS.620125..CEFL	VLPRFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N568202	W	May-05
UTFP	30.HCGS.510153..CEFL	VLPRFLXADS0	FTWBFLXADS0	T1L8M0KCAA	DD	N427751	W	Oct-02
UTFP	30.HCGS.625400..CEFL	VLPRFLXADS0	FTWBFLCIFD3	T1L8M0KCAA	DD	N574666	W	Jul-05
UTFP	48.HCGS.707212..SB	VLPRFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N561651	W	Apr-05
UTFP	48.HCGS.707213..SB	VLPRFLXADS0	PNSCFLFPDS0	T1L8M0KCAA	DD	N561975	W	Apr-05
UTFP	48.HCGS.707522..SB	VLPRFLXADS0	PNSCFLBLDS0	T1L8M0KCAA	DD	N576720	W	Jul-05
UTFP	10.HCGS.619784..CEFL	VLPRFLXB	PNSCFLBLDS0	T1L8M0KCAA	DD	N567640	W	May-05
UTFP	15.HCGS.615896..CEFL	VLPRFLXB	FTWBFLXADS0	T1L8M0KCAA	DD	N561403	W	Apr-05
UTFP	30.HCGS.612883..CEFL	VLPRFLXB	FTWBFLXA	T1L8M0KCAA	DD	N556675	W	Mar-05
UTFP	10.HCGS.619509..CEFL	VLPRFLXBRS0	PNSCFLBLDS0	T1L8M0KCAA	DD	N567235	W	May-05
UTFP	15.HCGS.620149..CEFL	VLPRFLXBRS0	FTWBFLXADS0	T1L8M0KCAA	DD	N568246	W	May-05
UTFP	30.HCGS.625845..CEFL	VLPRFLXBRS0	FTWBFLXADS0	T1L8M0KCAA	DD	N575154	W	Jul-05
UTFP	60.HCFX.617485..CEFL	VLPRFLXBRS0	NCVLFL1A012	T1L8M0KCAA	DD	N564077	W	Apr-05
UTFP	10.HCGS.613718..UFLG	VNBHFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N557906	W	Mar-05
UTFP	10.HCGS.613966..UFLG	VNBHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N558262	W	Mar-05
UTFP	10.HCGS.616492..UFLG	VNBHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N562351	W	Apr-05
UTFP	10.HCGS.620509..UFLG	VNBHFLXA	GLGCFLXADS0	T1L8M0KCAA	DD	N568974	W	Jun-05
UTFP	10.HCGS.622734..UFLG	VNBHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N572171	W	Jun-05
UTFP	10.HCGS.624050..UFLG	VNBHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N572958	W	Jun-05
UTFP	10.HCGS.627952..UFLG	VNBHFLXA	FTMYFL39W01	T1L8M0KCAA	DD	N577522	W	Jul-05
UTFP	30.HCGS.617959..UFLG	VNBHFLXA	FTMYFLMAFD3	T1L8M0KCAA	DD	N564821	W	May-05

UTFP	60.HCFX.617461..UFLG	VNBHFLXA	NNPLFLXADS1	T1L8M0KCAA	DD	N564022	W	Apr-05
UTFP	77.HCXU.802003..UFLG	VNBHFLXA	NNPLFLXADS1	T1L8M0KCAA	DD	N561070	W	Mar-05
UTFP	83.HCXU.802079..UFLG	VNBHFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N564379	W	Apr-05
UTFP	10.HCGS.627724..UFLG	WCHLFLAGH01	FTMYFLXAW02	T1L8M0KCAA	DD	N577192	W	Jul-05
UTFP	15.HCGS.621653..UFLG	WCHLFLAIRLA	MTLDFLXA	T1L8M0KCAA	DD	N570652	W	Jun-05
UTFP	50.HCGS.627061..UFLG	WCHLFLAIRLA	AVPKFLXADS0	T1L8M0KCAA	DD	N576392	W	Jul-05
UTFP	60.HCFX.611355..UFLG	WCHLFLANRL1	WCHLFLXAPS0	VAR1JBSAAA	DD	N552611	W	Feb-05
UTFP	10.HCGS.613448..UFLG	WCHLFLXA	FTMYFLXADS0	T1L8M0KCAA	DD	N557468	W	Mar-05
UTFP	10.HCGS.616929..UFLG	WCHLFLXA	GLGCFLXADS0	T1L8M0KCAA	DD	N563088	W	May-05
UTFP	10.YBGS.616175..UFLG	WCHLFLXA	FTMYFLXABB4	T1L8M0KCAA	DD	N561852	W	Apr-05
UTFP	50.HCGS.615804..UFLG	WCHLFLXA	AVPKFLXADS0	T1L8M0KCAA	DD	N561278	W	Apr-05
UTFP	50.HCGS.625395..UFLG	WCHLFLXA	AVPKFLXA	T1L8M0KCAA	DD	N574662	W	Jul-05
UTFP	50.HCGS.613914..UFLG	WCHLFLXAPS0	AVPKFLXADS0	T1L8M0KCAA	DD	N558179	W	Mar-05
UTFP	10.HCGS.622559..UFLG	WESPFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N571938	W	Jun-05
UTFP	10.HCGS.622560..UFLG	WESPFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N571939	W	Jun-05
UTFP	75.HCGS.613487..UFLG	WESPFLXA	WNPKFLXAW03	T1L8M0KCAA	DD	N557541	W	Mar-05
UTFP	15.HCGS.624933..UFLG	WLSTFLAHRL0	OCALFLXADS0	T1L8M0KCAA	DD	N573977	W	Jun-05
UTFP	54.HCGS.705663..SB	WLSTFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N571545	W	Jun-05
UTFP	54.HCGS.705683..SB	WLSTFLXA	GSVLFLMADS1	T1L8M0KCAA	DD	N572939	W	Jun-05
UTFP	75.HCGS.614632..UFLG	WLSTFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N559160	W	Apr-05
UTFP	75.HCGS.612055..UFLG	WLWDFLAWRL1	OCALFLXADS0	T1L8M0KCAA	DD	N554979	W	Apr-05
UTFP	75.HCGS.582522..UFLG	WLWDFLU0031	OCALFLXADS0	VAR1JBSAAA	DD	N505155	W	Apr-04
UTFP	10.HCGS.611973..UFLG	WLWDFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N554644	W	Feb-05
UTFP	30.HCGS.627315..UFLG	WLWDFLXA	OCALFLXA	T1L8M0KCAA	DD	N576715	W	Jul-05
UTFP	50.HCGS.624820..UFLG	WLWDFLXA	OCALFLXADS0	T1L8M0KCAA	DD	N573859	W	Jun-05
UTFP	54.HCGS.705573..SB	WLWDFLXA	GSVLFLMADS0	T1L8M0KCAA	DD	N564184	W	Apr-05
UTFP	60.HCFX.617905..UFLG	WLWDFLXA	LSBGFLXAK01	T1L8M0KCAA	DD	N564716	W	May-05
UTFP	10.HCGS.611223..UFLG	WNDRFLAORLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N552173	W	Feb-05
UTFP	10.HCGS.620690..UFLG	WNDRFLXA	WNPKFLXA	T1L8M0KCAA	DD	N569246	W	Jun-05
UTFP	15.HCGS.617143..UFLG	WNDRFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563445	W	Apr-05
UTFP	58.HCGS.743650..SB	WNDRFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N555858	W	Mar-05
UTFP	15.HCGS.621345..UFLG	WNDRFLXARS0	MTLDFLXADS1	T1L8M0KCAA	DD	N570216	W	Jun-05
UTFP	10.HCGS.615473..UFLG	WNGRFLAXRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N560599	W	Mar-05
UTFP	50.HCGS.744279..SB	WNGRFLAXRLA	ORLDFLPHDS0	T1L8M0KCAA	DD	N562736	W	Apr-05
UTFP	15.HCGS.614591..UFLG	WNGRFLBARLA	ORLEFLCFH01	T1L8M0KCAA	DD	N559114	W	Mar-05
UTFP	15.HCGS.617145..UFLG	WNGRFLBARLA	MTLDFLXADS1	T1L8M0KCAA	DD	N563446	W	Apr-05
UTFP	15.HCGS.625867..UFLG	WNGRFLBARLA	MTLDFLXADS1	T1L8M0KCAA	DD	N575174	W	Jul-05
UTFP	10.HCGS.623153..UFLG	WNGRFLBKRLA	ORLDFLPHDS0	T1L8M0KCAA	DD	N572604	W	Jul-05
UTFP	10.HCGS.628242..UFLG	WNGRFLBQRLA	MTLDFLXA	T1L8M0KCAA	DD	N577960	W	Jul-05
UTFP	10.HCGS.627032..UFLG	WNGRFLBURLA	LKBRFLXA	T1L8M0KCAA	DD	N576359	W	Jul-05
UTFP	50.HCGS.612110..UFLG	WNGRFLBURLA	ORLDFLMA42E	T1L8M0KCAA	DD	N555066	W	Mar-05
UTFP	50.HCGS.617127..UFLG	WNGRFLBURLA	ORLDFLMA42E	T1L8M0KCAA	DD	N563430	W	May-05
UTFP	58.HCGS.743596..SB	WNGRFLBURLA	ORLDFLMACMZ	T1L8M0KCAA	DD	N555617	W	Mar-05
UTFP	10.HCGS.618180..UFLG	WNGRFLBWRLA	WNPKFLXAW03	T1L8M0KCAA	DD	N565066	W	Apr-05
UTFP	10.HCGS.627826..UFLG	WNGRFLBWRLA	MTLDFLBRAMD	T1L8M0KCAA	DD	N577315	W	Jul-05
UTFP	15.HCGS.614550..UFLG	WNGRFLBWRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N559076	W	Mar-05
UTFP	15.HCGS.616849..UFLG	WNGRFLBWRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N562960	W	Apr-05
UTFP	15.HCGS.620939..UFLG	WNGRFLBWRLA	MTLDFLXA	T1L8M0KCAA	DD	N569616	W	May-05
UTFP	58.HCGS.734127..SB	WNGRFLBWRLA	ORLDFLMA42E	T1L8M0KCAA	DD	E386363	W	Jul-05
UTFP	58.HCGS.745563..SB	WNGRFLBWRLA	ORLDFLMADS1	T1L8M0KCAA	DD	N572070	W	Jul-05
UTFP	58.HCGS.745564..SB	WNGRFLBWRLA	ORLDFLMADS1	T1L8M0KCAA	DD	N572071	W	Jul-05
UTFP	58.HCGS.745928..SB	WNGRFLBWRLA	ORLDFLMADS1	T1L8M0KCAA	DD	N575671	W	Jul-05
UTFP	58.HCGS.745929..SB	WNGRFLBWRLA	ORLDFLMADS1	T1L8M0KCAA	DD	N575672	W	Jul-05
UTFP	75.HCGS.618283..UFLG	WNGRFLBWRLA	WNPKFLXA1MD	T1L8M0KCAA	DD	N565247	W	May-05
UTFP	83.HCXU.801963..UFLG	WNGRFLBWRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N559435	W	Mar-05
UTFP	83.HCXU.802334..UFLG	WNGRFLBWRLA	KSSMFLXB	T1L8M0KCAA	DD	N576734	W	Jul-05
UTFP	58.HCGS.739584..SB	WNGRFLCARL0	WNGRFLXA	VAR1JBSAAA	DD	N512800	W	Jun-04

000091

UTFP	15.HCGS.621361..UFLG	WNGRFLCCRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N570220	W	Jun-05
UTFP	58.HCGS.744887..SB	WNGRFLCKRLA	ORLDFLPHDS0	T1L8M0KCAA	DD	N567790	W	May-05
UTFP	10.HCGS.620633..UFLG	WNGRFLXA	WNPKFLXA	T1L8M0KCAA	DD	N569148	W	Jun-05
UTFP	10.HCGS.621306..UFLG	WNGRFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N570195	W	Jun-05
UTFP	10.HCGS.624353..UFLG	WNGRFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N573392	W	Jun-05
UTFP	10.HCGS.624354..UFLG	WNGRFLXA	LKBRFLXADS1	T1L8M0KCAA	DD	N573393	W	Jun-05
UTFP	15.HCGS.614111..UFLG	WNGRFLXA	MTLDFLXAH03	T1L8M0KCAA	DD	N558466	W	Mar-05
UTFP	15.HCGS.622139..UFLG	WNGRFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N571305	W	Jun-05
UTFP	50.HCGS.624328..UFLG	WNGRFLXA	WNPKFLXABMD	T1L8M0KCAA	DD	N573362	W	Jun-05
UTFP	50.HCGS.628068..UFLG	WNGRFLXA	MTLDFLXA	T1L8M0KCAA	DD	N577707	W	Jul-05
UTFP	60.HCFX.621748..UFLG	WNGRFLXA	OKLDFL1A001	T1L8M0KCAA	DD	N570799	W	Jun-05
UTFP	75.HCGS.614720..UFLG	WNGRFLXA	WNPKFLXAW03	T1L8M0KCAA	DD	N559335	W	Mar-05
UTFP	83.HCXU.801922..UFLG	WNGRFLXA	WNPKFLXA	T1L8M0KCAA	DD	N557241	W	Mar-05
UTFP	83.HCXU.802087..UFLG	WNGRFLXA	KSSMFLXB	T1L8M0KCAA	DD	N564740	W	Apr-05
UTFP	83.HCXU.802337..UFLG	WNGRFLXA	ALSPFLXA	T1L8M0KCAA	DD	N576853	W	Jul-05
UTFP	58.HCGS.743438..SB	WNGRFLXADS0	ORLDFLMA42E	T1L8M0KCAA	DD	N552639	W	Feb-05
UTFP	58.HCGS.745071..SB	WNGRFLXADS0	ORLDFLPHDS0	T1L8M0KCAA	DD	N569908	W	Jun-05
UTFP	15.HCGS.619367..UFLG	WNPKFLEVRLA	MTLDFLXADS1	T1L8M0KCAA	DD	N567020	W	May-05
UTFP	10.HCGS.621622..UFLG	WNPKFLGVRL0	WNPKFLXAPS0	T1L8M0KCAA	DD	N570607	W	Jun-05
UTFP	15.HCGS.621300..UFLG	WNPKFLGVRL0	ORLEFLKTH01	T1L8M0KCAA	DD	N570181	W	Jun-05
UTFP	75.HCGS.616905..UFLG	WNPKFLGVRL0	WNPKFLXAPS0	T1L8M0KCAA	DD	N563040	W	Apr-05
UTFP	77.HCXU.802131..UFLG	WNPKFLGVRL0	GLRDFLXADS0	T1L8M0KCAA	DD	N566244	W	May-05
UTFP	15.HCGS.622028..UFLG	WNPKFLHJRLA	ORLEFLKTH01	T1L8M0KCAA	DD	N571164	W	Jun-05
UTFP	15.HCGS.613341..UFLG	WNPKFLU0013	MTLDFLXADS1	T1L8M0KCAA	DD	N557273	W	Mar-05
UTFP	15.HCGS.613342..UFLG	WNPKFLU0013	MTLDFLXADS1	T1L8M0KCAA	DD	N557274	W	Mar-05
UTFP	15.HCGS.613426..UFLG	WNPKFLU0013	MTLDFLXADS1	T1L8M0KCAA	DD	N557446	W	Mar-05
UTFP	10.HCGS.584157..UFLG	WNPKFLXA	WNPKFLXE	VAR1JBSAAA	DD	N507515	W	Jul-04
UTFP	10.HCGS.611517..UFLG	WNPKFLXA	WNPKFLXEH41	T1L8M0KCAA	DD	N553066	W	Feb-05
UTFP	10.HCGS.611751..UFLG	WNPKFLXA	WNPKFLXA	T1L8M0KCAA	DD	N554007	W	Feb-05
UTFP	10.HCGS.612042..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N554936	W	Feb-05
UTFP	10.HCGS.612235..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N555289	W	Feb-05
UTFP	10.HCGS.613691..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N557860	W	Mar-05
UTFP	10.HCGS.614241..UFLG	WNPKFLXA	ORLDFLPHDS0	T1L8M0KCAA	DD	N558662	W	Mar-05
UTFP	10.HCGS.614258..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N558682	W	Mar-05
UTFP	10.HCGS.614593..UFLG	WNPKFLXA	WNPKFLXEH41	T1L8M0KCAA	DD	N559116	W	Mar-05
UTFP	10.HCGS.617514..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N564121	W	Apr-05
UTFP	10.HCGS.617565..UFLG	WNPKFLXA	WNPKFLXEW09	T1L8M0KCAA	DD	N564210	W	Apr-05
UTFP	10.HCGS.618038..UFLG	WNPKFLXA	WNPKFLXAW01	T1L8M0KCAA	DD	N564920	W	Apr-05
UTFP	10.HCGS.618076..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N564981	W	Apr-05
UTFP	10.HCGS.618400..UFLG	WNPKFLXA	WNPKFLXE	T1L8M0KCAA	DD	N565445	W	Apr-05
UTFP	10.HCGS.620446..UFLG	WNPKFLXA	WNPKFLXA	T1L8M0KCAA	DD	N568900	W	May-05
UTFP	10.HCGS.621379..UFLG	WNPKFLXA	WNPKFLXABMD	T1L8M0KCAA	DD	N570261	W	Jun-05
UTFP	10.HCGS.625254..UFLG	WNPKFLXA	MTLDFLBRAMD	T1L8M0KCAA	DD	N574447	W	Jun-05
UTFP	10.HCGS.625653..UFLG	WNPKFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N574940	W	Jul-05
UTFP	10.HCGS.626018..UFLG	WNPKFLXA	KSSMFLXAPS0	T1L8M0KCAA	DD	N575350	W	Jul-05
UTFP	10.HCGS.801925..UFLG	WNPKFLXA	ALSPFLXADS0	T1L8M0KCAA	DD	N569779	W	May-05
UTFP	15.HCGS.617000..UFLG	WNPKFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563163	W	Apr-05
UTFP	15.HCGS.617141..UFLG	WNPKFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563442	W	Apr-05
UTFP	15.HCGS.621329..UFLG	WNPKFLXA	WNPKFLXE	T1L8M0KCAA	DD	N570212	W	Jun-05
UTFP	30.HCGS.621505..UFLG	WNPKFLXA	WNPKFLXA	T1L8M0KCAA	DD	N570443	W	Jun-05
UTFP	30.HCGS.622509..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N571890	W	Jun-05
UTFP	30.HCGS.624603..UFLG	WNPKFLXA	WNPKFLXA	T1L8M0KCAA	DD	N573666	W	Jul-05
UTFP	50.HCGS.617976..UFLG	WNPKFLXA	WNPKFLXAPS0	T1L8M0KCAA	DD	N564836	W	Apr-05
UTFP	50.HCGS.626879..UFLG	WNPKFLXA	WNPKFLXA	T1L8M0KCAA	DD	N576212	W	Jul-05
UTFP	58.HCGS.743476..SB	WNPKFLXA	ORLDFLCLDS0	VAR1JBSAAA	DD	N553112	W	Feb-05
UTFP	58.HCGS.743687..SB	WNPKFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N556494	W	Mar-05
UTFP	58.HCGS.744089..SB	WNPKFLXA	ORLDFLMADS1	T1L8M0KCAA	DD	N560242	W	Mar-05

UTFP	77.HCXU.801856..UFLG	WNPKFLXL	WNPKFLXA	T1L8M0KCAA	DD	N552436	W	Feb-05
UTFP	77.HCXU.801970..UFLG	WNPKFLXL	WNPKFLXAPS0	T1L8M0KCAA	DD	N559798	W	Mar-05
UTFP	10.HCGS.620235..UFLG	WNPKFLXM	WNPKFLXA	T1L8M0KCAA	DD	N568439	W	May-05
UTFP	15.HCGS.622198..UFLG	WNPKFLXM	MTLDFLXADS1	T1L8M0KCAA	DD	N571429	W	Jun-05
UTFP	10.HCGS.505313..UFLG	WNSPFLBNRLA	ALSPFLXADS0	T1L8M0KCAA	DD	E384309	W	May-05
UTFP	10.HCGS.625021..UFLG	WNSPFLBNRLA	MTLDFLXA1MD	T1L8M0KCAA	DD	N574156	W	Jul-05
UTFP	30.HCGS.532901..UFLG	WNSPFLBNRLA	WNPKFLXADS1	T1L8M0KCAA	DD	E384305	W	May-05
UTFP	30.HCGS.622980..UFLG	WNSPFLBNRLA	ALSPFLXA	T1L8M0KCAA	DD	N572461	W	Jun-05
UTFP	50.HCGS.512122..UFLG	WNSPFLBNRLA	ALSPFLXADS0	T1L8M0KCAA	DD	E384310	W	May-05
UTFP	83.HCXU.802041..UFLG	WNSPFLBNRLA	WNPKFLXA	T1L8M0KCAA	DD	N563131	W	Apr-05
UTFP	83.HCXU.802241..UFLG	WNSPFLBNRLA	ALSPFLXADS0	T1L8M0KCAA	DD	N572600	W	Jun-05
UTFP	83.HCXU.802299..UFLG	WNSPFLBNRLA	WNPKFLXAPS0	T1L8M0KCAA	DD	N575140	W	Jul-05
UTFP	50.HCGS.624373..UFLG	ZLSPFLXA	AVPKFLXA	T1L8M0KCAA	DD	N573422	W	Jul-05
UTFP	15.HCGS.338882..UFLG	ZLSPFLXARP0	FTMYFLXCDS2	T1L8M0KCAA	DD	N553765	W	Mar-05
UTFP	15.HCGS.617270..UFLG	ZLWDFLXA	MTLDFLXADS1	T1L8M0KCAA	DD	N563660	W	Apr-05

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared James M. Maples, who being duly sworn deposes and says:

That she occupies the position of Regulatory Affairs Manager, and is the person who has furnished the answers to FDN's first set of interrogatories items 82 and 91 and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 23th day of June, A. D., 2005

Signature James M. Maples

Rhamie Glade

Notary Public

State of Kansas

My Commission Expires: 9-12-08

NOTARY PUBLIC – State of Kansas
RHAMIE GLADE
My Appt. Exp. 9-12-08

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared Peter Sywenki, who being duly sworn deposes and says:

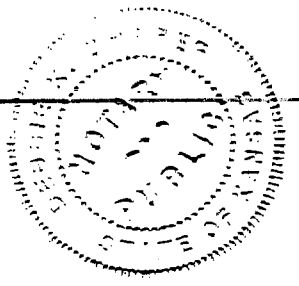
That she occupies the position of Director - Regulatory Policy, and is the person who has furnished the answers to FDN's first set of interrogatories item 93 and further says that said answer is true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 23th day of June, A. D., 2005

Signature _____

Debbie K Draper
Notary Public
State of Kansas

My Commission Expires: July 7 2005



Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLH00107
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

July 19, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Notice of Service of Sprint's Responses to FDN's 2nd Set of Interrogatories.

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

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Enclosure

000097

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail on this 19th day of July, 2005 to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Cole, Rayird & Braverman, LLP
1919 Pennsylvania Ave. NW, Ste. 200
Washington, DC 20006

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP
	)	Filed: July 19, 2005

SPRINT'S NOTICE OF SERVICE OF SPRINT'S RESPONSES TO FDN'S SECOND SET OF INTERROGATORIES

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Responses to FDN's 2nd Set of Interrogatories were submitted via electronic and US mail on July 19, 2005 to Mathew Feil at mfeil@mail.fdn.com 2301 Lucien Way Suite 200 Maitland, FL 32751. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 19th day of July, 2005.

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464

SPRINT'S RESPONSE TO FDN COMMUNICATIONS' SECOND SET OF INTERROGATORIES (NOS. 94-100)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses and Objections to FDN's Second Set of Interrogatories which were served on Sprint on June 29, 2005. Objections were prepared by Sprint's undersigned counsel. The Interrogatories were prepared by the individuals identified below.

Interrogatory	Prepared by	Title
94	James M. Maples	Regulatory Affairs Manager
95	Peter Sywenki	Director – Regulatory Policy
96	Peter Sywenki	Director – Regulatory Policy
97	Peter Sywenki	Director – Regulatory Policy
99	James M. Maples	Regulatory Affairs Manager

GENERAL OBJECTIONS

Sprint makes the following General Objections to FDN's Second Set of Interrogatories. These general objections apply to each of the individual requests and interrogatories in the Second Set of Interrogatories.

1. Sprint objects to the requests to the extent that such requests seek to impose an obligation on Sprint to respond on behalf of subsidiaries, affiliates, or other persons that are not

parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. Sprint has interpreted FDN's requests to apply to Sprint's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, Sprint objects to such request to produce as irrelevant, overly broad, unduly burdensome, and oppressive.

3. Sprint objects to each and every request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Sprint objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any responses provided by Sprint to FDN's requests will be provided subject to, and without waiver of, the foregoing objection.

5. Sprint objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Sprint will attempt to note in its responses each instance where this objection applies.

6. Sprint objects to FDN's discovery requests, instructions and definitions, insofar as they seek to impose obligation on Sprint that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

7. Sprint objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

8. Sprint objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Sprint objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that FDN requests proprietary confidential business information which is not subject to the "trade secrets" privilege, Sprint will make such information available to counsel for FDN pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Sprint is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the discovery requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden or expense.

RESPONSES AND SPECIFIC OBJECTIONS TO INTERROGATORIES

94. Identify the total number of CLEC UNE-P lines and the total number of UNE-L lines in Sprint territory in Florida through May 2004. Identify the number of UNE-P and UNE-L lines separately for residential and business services.

000102

Response: Sprint had 10,563 UNE Loops and 16,922 UNE-P Loops as of May 31, 2004. Sprint does not track UNE-P and UNE-L lines separately by residential and business service.

95. State, in dollars, the total cost in Florida for Sprint's claimed carrier of last resort obligations for 2002, 2003, 2004 and budgeted for 2005 and 2006.

Response: Sprint does not have a ready quantification of all costs associated with its carrier of last resort obligations. To require Sprint to attempt to quantify such costs would be unduly burdensome, time consuming and costly to Sprint. Notwithstanding this objection, in the context of this proceeding, Sprint's sole claim is that access charges support Sprint's carrier of last resort obligations by supporting its provision of basic local telecommunications services. The Commission already concluded this to be the case in its rate rebalancing proceeding, approving an $142 million removal of this support from Sprint's intrastate access rates over a 2-year period using a 3-step process. (See, Order No. PSC—FOF-TP)

96. State, in dollars, the total amount Sprint has billed in 2004 to, and has budgeted to receive in 2005 and 2006 from, all CLECs in Florida with whom Sprint has an interconnection agreement for intrastate access and for intrastate access on calls originated and terminated in the same LATA.

Response: Since access revenue is generated on interexchange calls, 100% of Sprint's access revenue comes from interexchange carriers, which may or may not also be CLECs. Therefore, Sprint does not categorize these billings or revenue by carrier type. To require Sprint to manually review its billing records to compile these numbers in the manner requested would be unduly burdensome and costly to Sprint. Notwithstanding these objections, Sprint's total intrastate access revenues in Florida in 2004 were $153.3 million. Intrastate intraLATA access for 2004 was $13.8 million. For 2005 through May, total intrastate access revenue is $63.8 million and intrastate intraLATA access is $6.2 million. Sprint has not projected 2005 and 2006 budget

revenues to incorporate the recently upheld rate rebalancing order which will significantly impact access revenues.

97. In any commercial agreements for local switching services (UNE-P replacement services) with CLECs in Florida, has Sprint proposed or agreed to terms whereby Sprint would pay less to, or receive less from, the CLEC for reciprocal compensation or intrastate access than Sprint did before the TRRO? If so, describe the terms proposed or agreed.

Response: No, Sprint has not agreed to unique terms with any CLECs in commercial agreements for reciprocal compensation or intrastate access. The commercial agreement states that the parties agree reciprocal compensation does not apply to the services provided under the commercial agreement.

98. State, in dollars, the total amount Sprint has billed to FDN in 2004 for intrastate access on calls originated and terminated in the same LATA.

Response: Sprint objects to this interrogatory because the information requested is information that is equally available to FDN as it is to Sprint and, via FDN's receipt of Sprint's bills, should already be in FDN's possession.

99. State the number of business access lines in Sprint territory in Florida as of May 2004, 2005 and projected for 2006 in total and by LATA. Report "access lines" consistent with the method used by the FPSC in its 2004 Annual Report to the Florida Legislature on the Status of Competition in the Telecommunications Industry in Florida ("Competition Report").

Response: ~~Sprint does not track access~~ lines by LATA. ~~Re~~tail business ~~voice grade equivalent~~ access lines in total for Florida for 2004 were 599,258, and for 2005 were 503,002. A 2006 projection is not available.

100. For any state where Sprint has CLEC operations, if Sprint resold at a wholesale discount any telecommunications service offering of an ILEC which has a term commitment of at least 90 days, describe the terms and conditions under which Sprint resold said service. In your description, state whether the term (duration) of any existing commitment between an ILEC ended upon or by virtue of the resale, how early termination charges were or would be assessed and the wholesale discount applied.

000104

Response: Sprint objects to this Interrogatory because it requests information concerning a Sprint affiliate that is not a party to this proceeding (See General Objection No. 1 above). In addition, the Interrogatory requests information concerning operations in other states (See General Objection No. 2 above.) Finally, even if the Interrogatory were otherwise relevant and proper under the applicable discovery rules (which it is not) to require Sprint to compile this information relating to resold services by Sprint's CLEC affiliate in all the states in which that affiliate operates would be unduly burdensome and costly for Sprint.

DATED this 19th day of July, 2005.

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

000105

Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLH00107
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

July 20, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Notice of Service of Sprint's Corrected Responses to FDN's 2nd Set of Interrogatories No. 95.

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

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosure

000106

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail on this 20th day of July, 2005 to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Cole, Rayird & Braverman, LLP
1919 Pennsylvania Ave. NW, Ste. 200
Washington, DC 20006

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP
	)	Filed: July 20, 2005

SPRINT'S NOTICE OF SERVICE OF SPRINT'S CORRECTED RESPONSES TO FDN'S SECOND SET OF INTERROGATORIES NO. 95

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Corrected Responses to FDN's 2nd Set of Interrogatories (No. 95) were submitted via electronic and US mail on July 20, 2005 to Mathew Feil at mfeil@mail.fdn.com 2301 Lucien Way Suite 200 Maitland, FL 32751. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 20th day of July, 2005.

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464

SPRINT'S CORRECTED RESPONSES TO FDN COMMUNICATIONS' SECOND SET OF INTERROGATORIES (NO. 95)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Corrected Responses to FDN's Second Set of Interrogatories (No. 95).

CORRECTED RESPONSE TO INTERROGATORIES

95. State, in dollars, the total cost in Florida for Sprint's claimed carrier of last resort obligations for 2002, 2003, 2004 and budgeted for 2005 and 2006.

Response: Sprint does not have a ready quantification of all costs associated with its carrier of last resort obligations. To require Sprint to attempt to quantify such costs would be unduly burdensome, time consuming and costly to Sprint. Notwithstanding this objection, in the context of this proceeding, Sprint's sole claim is that access charges support Sprint's carrier of last resort obligations by supporting its provision of basic local telecommunications services. The Commission already concluded this to be the case in its rate rebalancing proceeding, approving an $142 million removal of this support from Sprint's intrastate access rates over a 2-year period using a 3-step process. (See, Order No. PSC—FOF-TP)

CORRECTED RESPONSE: The last sentence in the above response should be corrected read:

The Commission already concluded this to be the case in its rate rebalancing proceeding, approving a $142 million removal of this support from Sprint's intrastate access rates over a 3-year period using a 4-step process. (See, Order No. PSC-03-1469-FOF-TP)

Corrected Response provided by: Peter Sywenki, Director – Regulatory Policy

DATED this 20th day of July, 2005.

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

000110

Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLHO0107
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

July 26, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Notice of Service of Sprint's Supplemental Response to FDN's 2nd Interrogatories (No. 94).

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

If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosure

000111

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail on this 26th day of July, 2005 to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Cole, Rayird & Braverman, LLP
1919 Pennsylvania Ave. NW, Ste. 200
Washington, DC 20006

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP
	)	Filed: July 26, 2005

SPRINT'S NOTICE OF SERVICE OF SPRINT'S SUPPLEMENTAL RESPONSE TO FDN'S SECOND SET OF INTERROGATORIES

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Supplemental Responses to FND's 2nd Set of Interrogatories were submitted via electronic and US mail on July 26, 2005 to Mathew Feil at mfeil@mail.fdn.com 2301 Lucien Way Suite 200 Maitland, FL 32751. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 26th day of July, 2005.

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464

SPRINT'S SUPPLEMENTAL RESPONSES TO FDN COMMUNICATIONS' SECOND SET OF INTERROGATORIES (NO. 94)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Supplemental Response to FDN's Second Set of Interrogatories (No. 94). Such Response is filed subject to and without waiving Sprint's General Objections filed on July 19, 2005.

SUPPLEMENTAL RESPONSE TO INTERROGATORIES

94. Identify the total number of CLEC UNE-P lines and the total number of UNE-L lines in Sprint territory in Florida through May 2004. Identify the number of UNE-P and UNE-L lines separately for residential and business services.

Response: Sprint had 10,563 UNE Loops and 16,922 UNE-P Loops as of May 31, 2004. Sprint does not track UNE-P and UNE-L lines separately by residential and business service.

Supplemental Response: Upon further investigation, I have learned that Sprint does file UNE-P loop counts separately for residential and business services in its response to the Commission's Incumbent Local Exchange Carrier (ILEC) Data Request. The business and residential classifications are based on CLEC representations made in populating a field on the UNE-P order form and Sprint has no way to validate the accuracy of the CLECs' representations. Based

on the above qualification, Sprint supplements it response to indicate that in its response to the 2004 Commission ILEC Data Request, Sprint reported that it had 6,537 business UNE-P lines and 10,385 residential UNE-P lines.

Response Provided by: James M. Maples, Regulatory Affairs Manager

DATED this 26th day of July, 2005.

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

000115

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared Peter Sywenki, who being duly sworn deposes and says:

That he occupies the position of Director - Regulatory Policy, and is the person who has furnished the answers to FDN's second set of interrogatories items 95-97, and the corrected answer to item 95 and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 21st day of July, A. D., 2005

Signature _____

Debra K Smith
Notary Public
State of Kansas

My Commission Expires: June 29 2009

DEBRA K. SMITH NOTARY PUBLIC STATE OF KANSAS

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared James M. Maples, who being duly sworn deposes and says:

That he occupies the position of Regulatory Affairs Manager, and is the person who has furnished the answers to FDN's second set of interrogatories items 94 and 99, and the supplemental answer to item 94 and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 21st day of July, A. D., 2005

Signature _____

Debra K Smith
Notary Public
State of Kansas

My Commission Expires: June 29 2009

DEBRA K. SMITH NOTARY PUBLIC STATE OF KANSAS

Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLHO0107
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

July 27, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Notice of Service of Sprint's Responses to FDN's 3rd Set of Interrogatories.

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

If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Enclosure

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail on this 27th day of July, 2005 to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Cole, Rayird & Braverman, LLP
1919 Pennsylvania Ave. NW, Ste. 200
Washington, DC 20006

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP
	)	Filed: July 27, 2005

SPRINT'S NOTICE OF SERVICE OF SPRINT'S RESPONSES TO FDN'S THIRD SET OF INTERROGATORIES

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Responses to FDN's 3rd Set of Interrogatories were submitted via electronic and US mail on July 27, 2005 to Mathew Feil at mfeil@mail.fdn.com 2301 Lucien Way Suite 200 Maitland, FL 32751. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 27th day of July, 2005.

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464-TP

SPRINT'S RESPONSE TO FDN COMMUNICATIONS' THIRD SET OF INTERROGATORIES (NOS. 101-103)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses and Objections to FDN's Third Set of Interrogatories which were served on Sprint on July 7, 2005. Sprint notes that the discovery is improper in that it was served on July 7, 2005, making responses due on July 27, 2005, outside the cut-off for discovery set forth in the Order Establishing Procedure (Order No. PSC-05-0496-PCO-TP). These responses and objections are provided notwithstanding Sprint's objection as to the procedural propriety of the requests. Objections were prepared by Sprint's undersigned counsel. The Interrogatories were prepared by the individuals identified below.

Interrogatory	Prepared by	Title
101	James M. Maples	Regulatory Affairs Manager
102	James M. Maples	Regulatory Affairs Manager
103	Peter Sywenki	Director – Regulatory Policy

GENERAL OBJECTIONS

In addition to the procedural objection set forth above, Sprint makes the following General Objections to FDN's Third Set of Interrogatories. These general objections apply to each of the individual requests and interrogatories in the Third Set of Interrogatories.

1. Sprint objects to the requests to the extent that such requests seek to impose an obligation on Sprint to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. Sprint has interpreted FDN's requests to apply to Sprint's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, Sprint objects to such request to produce as irrelevant, overly broad, unduly burdensome, and oppressive.

3. Sprint objects to each and every request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Sprint objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any responses provided by Sprint to FDN's requests will be provided subject to, and without waiver of, the foregoing objection.

5. Sprint objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject

matter of this action. Sprint will attempt to note in its responses each instance where this objection applies.

6. Sprint objects to FDN's discovery requests, instructions and definitions, insofar as they seek to impose obligation on Sprint that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

7. Sprint objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

8. Sprint objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Sprint objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that FDN requests proprietary confidential business information which is not subject to the "trade secrets" privilege, Sprint will make such information available to counsel for FDN pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Sprint is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of

those files that are reasonably expected to contain the requested information. To the extent that the discovery requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden or expense.

RESPONSES AND SPECIFIC OBJECTIONS TO INTERROGATORIES

101. Identify, separately by each carrier name stated in Sprint's response to staff interrogatories numbers 42 and 43, the total number of UNE-P lines and, separately, the total number of UNE-L lines, in service with Sprint in Florida as of May 2004. ("Lines" should be reported consistent with the PSC's requested reporting method when compiling its Annual Report to the Florida Legislature on the Status of Competition in the Telecommunications Industry in Florida ("Competition Report").)

RESPONSE: Sprint objects to this Interrogatory because it seeks highly sensitive competitive information regarding competitors of FDN that Sprint is required by law (section 364.24, F.S.) and contract to keep confidential. Specifically, FDN is asking for a specific count and type of UNE facilities purchased by other CLECs in Sprint's territory with whom it competes. To the extent this information has any relevance to this arbitration proceeding between Sprint and FDN to establish terms for an interconnection agreement between the parties, it is far outweighed by the potential harm to the CLECs whose information is requested by FDN. In an effort to be responsive, without revealing this confidential competitively sensitive information, Sprint is providing an aggregated count of UNE-P and UNE-L lines in service with Sprint in May 2004, as follows:

In the state of Florida, Sprint had 10,563 UNE-L lines and 16,922 UNE-P lines as of May 31, 2004.

102. Identify, separately by each carrier name stated in Sprint's response to staff interrogatories number 42 and 43, the total number of UNE-P lines and, separately, the total number of UNE-L lines, added for each month for the 4 months before the UNE rates from Docket No. 990649B were implemented for the identified carrier on Sprint's bills and for all months available after that UNE rate implementation through May 2004. ("Lines"

should be reported consistent with the PSC's requested reporting method when compiling its Competition Report.)

RESPONSE: Sprint objects to this Interrogatory because it seeks highly sensitive competitive information regarding competitors of FDN that Sprint is required by law (section 364.24, F.S.) and contract to keep confidential. Specifically FDN is asking for a specific count and type of UNE facilities purchased by other CLECs in Sprint's territory with whom it competes. To the extent this information has any relevance to this arbitration proceeding between Sprint and FDN to establish terms for an interconnection agreement between the parties, it is far outweighed by the potential harm to the CLECs whose information is requested by FDN.

In an effort to be responsive, without revealing this confidential competitively sensitive information, the attached spreadsheet gives total UNE-L and UNE-P line counts by month, along with the approximate number of carriers that signed agreements containing the Commission ordered UNE rates for Sprint for each of the months listed.

Sprint's obligation to provide UNE-P has been altered due to orders issued by the Federal Communications Commission and those orders may have affected the number of UNE-P orders that were submitted after the effective dates of those orders. On August 21, 2003, the FCC issued its order in Docket No. 01-338, the Triennial Review Order, finding that ILECs were no longer obligated to offer unbundled local switching to serve customers at a DS1 or above capacity which would include UNE-P service. On February 4, 2005, the FCC issued its order in Dockets No. WC 04-313 and CC Docket No. 01-338, the Triennial Review Remand Order, finding that ILECs no longer had to provide unbundled local switching, including UNE-P service. Although the embedded base was subject to a 12 month transition period, Sprint was no longer obligated to accept new orders. Sprint has offered a commercial agreement for a product

to replace UNE-, therefore new orders may have been provisioned under those agreements. If a carrier previously ordered UNE-P and chose not to pursue a commercial agreement it would no longer be submitting new orders as a result of the FCC orders and rules.

103. Identify all agreements, arrangements or understandings, whether written or otherwise, between Sprint (including, specifically, any Sprint affiliate offering IXC services) and any of the carriers listed in Sprint's response to staff interrogatories numbers 42 and 43 whereby Sprint is not charged the CLEC's tariffed intrastate access rates on intrastate calls in Florida.

RESPONSE: Sprint objects to this Interrogatory to the extent it seeks information regarding Sprint affiliates who are not parties to this arbitration and information concerning Sprint's operations outside the state of Florida In addition to the objection that questions concerning Sprint's IXC are irrelevant to this proceeding, Sprint IXC has relationships with multiple carriers, including the carriers listed in Interrogatories 42 and 43, encompassing multiple states so that producing the information requested would be unduly burdensome for Sprint IXC. (see, General Objections Nos. 1 and 2).

Sprint-Florida, Incorporated has no agreements, arrangements or understandings with any of the CLECs listed in Sprint's response to staff interrogatories numbers 42 and 43 whereby Sprint is not charged the CLEC's tariffed intrastate access rates on intrastate calls in Florida.

DATED this 27th day of July, 2005.

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

000127

Sprint-Florida, Inc.
Number of UNEL and UNEP

	UNEL	UNEP	# Carriers Signing Agreements
Dec-02	8,304	3,547	0
Jan-03	8,853	3,943	0
Feb-03	8,862	4,611	0
Mar-03	8,862	4,947	0
Apr-03	8,975	5,314	4
May-03	9,098	5,697	2
Jun-03	9,242	7,711	23
Jul-03	9,347	7,146	3
Aug-03	9,526	8,202	3
Sep-03	9,750	9,127	4
Oct-03	9,837	10,756	2
Nov-03	9,936	12,168	3
Dec-03	9,966	13,191	0
Jan-04	10,097	14,185	2
Feb-04	10,268	15,518	0
Mar-04	10,446	15,905	5
Apr-04	10,470	16,517	3
May-04	10,563	16,922	0

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: 6

DESCRIPTION: **Sprint Witness Maples Deposition Transcript**

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 6
COMPANY/ FDN'S Exhibit
WITNESS: Deposition of James Maples
DATE: 08-04-05

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 041464-TP

In Re: Petition of Sprint-Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996.
_____/

TELEPHONE DEPOSITION OF: JAMES M. MAPLES

TAKEN AT THE INSTANCE OF: Florida Digital Network

DATE: July 20, 2005

TIME: Commenced at 11:52 a.m.
Concluded at 12:40 p.m.

LOCATION: 2540 Shumard Oak Boulevard
Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL, RPR
Notary Public, State
of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
2894 REMINGTON GREEN LANE
TALLAHASSEE, FLORIDA 32308
(850)878-2221

APPEARANCES:

REPRESENTING SPRINT-FLORIDA, INC.:

SUSAN S. MASTERTON, ESQUIRE
Sprint-Florida, Inc.
P.O. Box 2214
Tallahassee, Florida 32316-2214

REPRESENTING FLORIDA DIGITAL NETWORK, INC.:

MATTHEW FEIL, ESQUIRE
FDN Communications
2301 Lucien Way
Maitland, Florida 32751

REPRESENTING THE FPSC STAFF:

KIRA SCOTT, ESQUIRE
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ALSO PRESENT: CATHERINE BEARD, SHEVIE BROWN, EVERETT BROUSSARD, CHERYL BULECZA-BANKS, DALE BUYS, BOB CASEY, KIWANIS CURRY, JAMES MADURO, RICK MOSES, and RICK WRIGHT.

ALSO PRESENT VIA TELEPHONE: LINDA BENNETT and JANETTE LUEHRING.

INDEX

WITNESS	PAGE
JAMES M. MAPLES	
Direct Examination by Mr. Feil	4
EXHIBITS	
1 Sample LMU	13
2 FDN/KMC Recon Excerpts	18
3 2004 Competition Report	29
CERTIFICATE OF REPORTER	33

STIPULATIONS

The following deposition was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

Thereupon,

JAMES M. MAPLES

the witness herein, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. FEIL:

Q. Are you ready to start, Mr. Maples?

A. Yes, Mr. Feil.

Q. And you've been sworn already; right?

A. Yes.

Q. Well, I want to make sure you're the same James M. Maples who has been sworn already.

A. Yes, I am.

Q. Okay. Could you for starters please state your name, title, and business address for the record?

A. Yes. My name is James M. Maples. I am

employed as the Regulatory Affairs Manager for Sprint United Management Company. My business address is 6450 Sprint Parkway, Overland Park, Kansas, 66251.

MR. FEIL: Could we go off the record for a second? I wanted to ask something before I forgot.

(Discussion off the record.)

BY MR. FEIL:

Q. Mr. Sywenki, I wanted to ask you a few questions about your direct, if not your rebuttal. Excuse me, Mr. Maples. I wanted to ask you a few questions about your direct, your rebuttal, and some discovery responses. To the extent that you don't understand my questions or you want me to clarify, please ask me to do so, and I will clarify as appropriate.

Jumping right into your direct here, on page 23, as it deals with Issue No. 27, and specifically the bolded language starting at line 17 --

A. Yes, I'm there.

Q. Okay. I'm not sure if the parties have been talking past each other on that bolded and disputed language, but let's see whether or not we can resolve some of the controversy through this deposition. The bolded language there on page 23, line 17, "The CLEC

will compensate Sprint for the cost of work performed to commingle UNEs or UNE combinations with wholesale services," are there any charges associated with this sentence? And if it helps anyone, I'll refer you to the response to interrogatory number 82, I think it was.

A. Yes. And I thought that's where you might be heading. In other words, I think as a general statement, I think that we would certainly hold that we would want to leave that in the agreement.

With the response to 82, which was to FDN's first interrogatories, my assumption is that you're referencing that piece of cable or whatever we discovered was not in any rate, and Sprint essentially offered to provide that at no charge. So if you're talking about that piece, there is no charge for that piece in that particular instance at this time.

Q. Okay. Is there any other charge for any other service other than what you just referenced that is a connecting facility associated with this language?

A. Well, in my testimony, and I think it's probably in my rebuttal, I talk about there's a potential for some other form of commingled arrangement that might be requested, not specifically

the ones addressed in interrogatory number 82, where essentially what we did, we looked at the prices, we looked at the network arrangement, and we said, "What components did the prices recover?" And I guess theoretically there could be a situation in the future where there was a network component like a piece of cable or something that was not recovered in the individual prices. I can't say, but it's possible, because it certainly happened here.

Q. Well, actually, I was going to ask you about that section of your rebuttal as well. It's on page 20 of your rebuttal.

A. Okay.

Q. And you did say at line 9, "It is entirely possible that a review of a commingled arrangement using different elements and services would result in a different conclusion."

A. Yes, that conclusion being whether or not there is a rate element that needs to be developed or not, and at what level would it be wholesale or at a TELRIC price.

Q. So my question is this: Which specific commingled arrangements would have the zero charge for the connecting facility that you're referring to in your testimony?

A. The specific arrangements would be those that are addressed in interrogatory number 82, which, if I can recall, it's basically a scenario where you have a UNE loop, and I believe there were DS0s and DS1s. I think there might have been four scenarios, but you have a UNE loop commingled with special access transport, and there would be special access multiplexing. And I think there would be -- I think in the scenarios were DS1 and DS3 special access transport. If there's no restriction on -- I'm trying to think of a restriction. You potentially could order some other special access transport, I guess.

Q. Well, let me ask this. To the extent that the commingled arrangements are specifically identified in the draft interconnection agreement, those are the commingled arrangements to which the zero connecting facility charge would apply, and the exception that you reference in your rebuttal would apply to a commingled arrangement that is not specifically identified in the draft agreement?

A. Yes, that's correct.

Q. Okay. So it sounds to me then like perhaps to resolve this issue, there's some language drafting that needs to be worked out. Would you agree with that?

A. It sounds like you're in agreement with what we proposed, and it sounds like we probably could draft some language.

Q. Okay. In your direct testimony, where at page 33 you're talking about the rate, you say at lines 17 through 18 that -- actually, lines 17 through 21, that the FPSC has not stayed the rates that were approved in the generic case. Are you familiar with FDN's motion in that docket regarding the stay? Have you reviewed it?

A. Your motion for reconsideration, I've reviewed parts of it, yes.

Q. What about the request for a stay if a stay was necessary?

A. No.

Q. Are you aware of whether or not the PSC ever ruled on an FDN motion for a stay if a stay was necessary?

A. Let me think. From my recollection, from what I understand, the Commission did not rule. And my response there on line 20 I think would still be correct. It didn't grant the stay. The fact that it didn't rule means it didn't grant, so --

Q. Well, nor did it deny?

A. Right, yes.

Q. Now, to your knowledge, has Sprint prior to today imposed or billed FDN for the rates from that generic rate setting matter, Docket 990649-B?

A. I do not know.

Q. Did Sprint ever file a complaint with the PSC before today seeking to have the Commission impose those rates on FDN, whether a complaint in the way of dispute resolution or otherwise?

A. I don't believe so, no.

Q. Is it fair to say that in this proceeding, to your knowledge, Sprint has refused and has not provided FDN with any cost information whatsoever relative to the rates that Sprint has proposed in this proceeding?

A. Sprint has provided -- Sprint has not provided the cost information requested, I believe, in the first interrogatory, because we did not believe that was at issue in this case.

Q. Has Sprint provided FDN with any cost information that FDN has requested?

A. I do not know. The reason I'm hesitating is that I know Mr. Davis has testified with respect to some UNE pricing or TELRIC pricing for some modifications, routine network mods, and I honestly don't know if FDN has requested information for that

or not.

Q. Well, let's exclude that from my question. Your point is well taken. Excluding the information for routine network modifications that Mr. Davis is addressing, has Sprint provided FDN with any of the cost information that FDN has requested in this proceeding?

A. Not to my knowledge.

Q. Okay. Mr. Maples, do you have any legal training or legal background that would qualify you to render an expert legal opinion?

A. No. I think my qualifications in my direct are -- like I say, they are as a regulatory policy expert. I review the orders and so forth, and my perspective is from a public policy perspective, and it would be from a layman's perspective.

Q. Okay. Are you familiar at all with any legal rules respecting statutory construction?

A. No.

Q. Have you ever heard of the term "ejusdem generis"?

A. No.

Q. Or "inclusio unius est exclusio alterius"?

A. No. Sounds Latin to me.

Q. You're supposed to say it sounds like Greek.

A. No.

Q. Moving along, are you familiar at all with how Sprint the CLEC orders UNE services from other incumbents?

A. No.

Q. Do you have any involvement in policy matters relative to Sprint's CLEC operations?

A. When you say with respect to Sprint's CLEC operations, I do represent Sprint as a CLEC with respect to UNE matters in negotiations with other carriers, such as the RBOCs, so I do know what our positions are there, but I do not -- I don't have detailed or very much knowledge, really, with respect to the actual operations.

Q. Has Sprint the CLEC taken any position inconsistent with Sprint the ILEC relative to the issues in this proceeding?

A. I don't believe so, no.

Q. But in terms of the Sprint the CLEC operational side of things, you're not familiar with that?

A. No, not the details of how they're ordering and so forth and so on.

Q. Okay. I want to ask you about the testimony in your rebuttal that starts on page 31. And

specifically, aside from that, I want to refer you to the exhibit that I e-mailed yesterday. And I'll give you the identifying title in a moment here. It says "Sample LMU."

A. Okay. I have it.

Q. Now, in your rebuttal on page 31, line 17, you say, "Sprint currently provides this information and includes terms and conditions in the agreement," at the sections that you identify there. Could you look at that sample LMU that I sent as an exhibit last night? Do you have that in front of you?

A. Yes, I do.

MR. FEIL: Okay. And for purposes of identification, let's call this Maples Deposition Exhibit 1.

(Deposition Exhibit Number 1 was marked for identification.)

BY MR. FEIL:

Q. Do you recognize this as a loop makeup request response, Mr. Maples?

A. Not really. I don't believe I've ever seen one before.

Q. You've never seen one before?

A. Not to my recollection.

Q. Okay. Well, let's take a closer look at it.

It has several headings on it, and I'm wondering if you are familiar enough with the information here such that you can point me out to where it identifies whether or not this service is provided through a remote or behind a remote.

A. Of course, I'll have to say that I haven't really seen all these before, so I don't know exactly all the details of what all these things mean. On the very first page, at the ninth line down, it says, "Served by copper facilities: Yes." On the next line, it says, "Served by electronic facilities: No." I don't know if that "served by copper facilities" means all the way from end to end. Certainly the fact that a remote device is electronics, this could certainly be saying it's all copper and has no electronics on it. But like I said, not having a description of what each one of these things mean, I really can't say.

Q. If in this situation for this specific LMU it turned out this customer was indeed behind a remote, and if the sections you've identified or that you believe indicate that it was not served by a remote, how would you suggest the reconciliation, or what is the explanation for that disparity?

A. I don't know. I mean, if this says it's not

served by a remote and the customer is served by a remote, then certainly one of the things I would wonder is if there may be copper available, an alternate copper loop available, so that might be one response. It may be an error in the systems. I don't know. There could be a variety of reasons. I would assume it would be a systemic, or whatever the process is that we use to develop this information.

Q. Have you ever been involved or witnessed any attempt by Sprint to validate the accuracy of its systems in identifying which services are served by remotes versus which are not and whether or not the LMU information you provide to CLECs is accurate in that regard?

A. No, I have not participated in any effort of that nature.

Q. So you have no idea whether or not the information provided on the Sprint LMUs is accurate or inaccurate relative to identifying where remotes are?

A. No. My testimony is basically from a policy perspective. Sprint as an ILEC has an obligation to provide CLECs such as FDN the same information that Sprint has access to. It is entirely feasible that Sprint's own internal data that we use incorporates these same errors, if it indeed is an error. I don't

know.

Q. Is there any other portion of this LMU response that you think the remote information could be on? It's approximately three pages. Is there any other location where you think the information should be?

A. Give me some time and I'll look.

Q. Sure.

A. Just from my cursory review, and like I said, qualified by the fact that I don't know what each of these means, I see places where information could be, such as loop detail at the bottom of the second page, but there's not really any information there. There's information such as channel pairs, shelf, the circuits and slots and that sort of thing, which certainly would sound like it would refer to some type of electronic device, so that could refer to that. But as I said, you know, I'm not the expert on this form.

Q. Would Mr. Davis know more about this form?

A. Yes. I think really Mr. Davis is the expert on the details and I'm sure could address the details of what's on here.

Q. Okay. Do you have any reason to believe that this is not actually a Sprint LMU response?

A. No, I have no reason to believe it's not. I see the Sprint logo, and I assume you wouldn't counterfeit that.

Q. Well, that would get me in more trouble than I am now.

All right. Moving along, are you, Mr. Maples, familiar with Sprint's retail rates in Florida?

A. No, I'm not.

Q. So if I showed you that the rate was X, you wouldn't be in a position to say whether or not the rate was indeed Y?

A. Not for the retail rates, no.

Q. Do you know whether or not the retail rates have changed in the last two years?

A. Just from hearing Mr. Sywenki's testimony, that's the extent of my knowledge.

Q. Okay. But you're much smarter than he is?

A. Not at all. If I was smart, I would be rich; right?

Q. Yes. Are you familiar at least enough, or at least familiar enough with the UNE rates that you could recognize the UNE loop rates on sight?

A. If you're indirectly referring to the other document, I have taken the time -- you know, in the

time that you've talked to Mr. Sywenki, I have taken the time to look at that and compare it back to the cost order, if that's where you're headed. You know, we can go there if that's what you want.

MR. FEIL: Sure. Let's do this so we're a little better here in identifying what we're talking about. Let's label this Maples Deposition Exhibit 2, what was identified as and circulated yesterday as FDN/KMC Recon Excerpts.

(Deposition Exhibit Number 2 was marked for identification.)

BY MR. FEIL:

Q. Mr. Maples, if I could refer you to the fourth page of that document, where there's wholesale UNE rates listed, are those rates consistent with the rates Sprint is proposing in this proceeding for those services?

A. Basically you're talking about Band 1 is $10.82, Band 2 is 17.63, and so forth and so on?

Q. Yes, sir.

A. Yes. Those are the -- these are the rates without the NID charge, I believe. On the price list that we've provided, we've added the NID into that. The one difference I would note is that in looking at the cost docket for Band 3, the 24.68 matches what was

in the body of the docket. We basically have showed 24.69, which is in Appendix A, so I'm not really sure what the one-cent difference is, but I just point that out.

Q. Well, I was trying to understand what you were saying relative to the nonrecurring charges in the NID.

A. Oh, no. I was saying even in the recurring charges, the prices I believe that were approved were without the NID charge. In other words, $10.82 does not include a NID in the recurring. If you look at the price list that we proposed, it has $11.64. The difference is the recurring NID charge that was approved in the case. So I was just trying to be clear.

Q. Okay. I understand. In other words, for Band 1, it would be 11.64 monthly recurring with the NID?

A. Right, absolutely.

Q. And so on for charges in Bands 2, 3, and 4?

A. Right. And as far as the 111.24 without the NID, yes, I agree with that.

Q. You already said you weren't familiar with the retail rates for Sprint, so you can't say whether or not the rates listed here on this page for retail

services have gone up, to what degree, or when?

A. No.

Q. Okay. As part of this proceeding or any proceeding, have you received or reviewed or created a margin analysis comparing the Sprint retail rates versus the wholesale UNE rates?

A. No, I have not either created or seen any such document.

Q. Okay. Do you know whether or not under BellSouth's -- excuse me, under Sprint's -- never mind BellSouth. Under Sprint's current retail rates whether or not the wholesale rates are less than the retail rates in any bands other than Band 1?

A. No, I have not done a comparison, so I really can't say. I do not know.

Q. Okay. Looking at Sprint's responses to staff's first set of interrogatories, let me see if I have any questions for you there.

Actually, I'm sorry, there's no page number on this, but if you'll look at the response to interrogatory number 8 --

A. This is in staff's?

Q. Yes, Sprint's response to staff's first set.

A. Okay. I have it.

Q. Okay. Do you know whether or not Sprint is

prepared to respond to the proposal that FDN made to resolve the issue of the reselling ICB arrangements?

A. Well, from what I understand, there had been a response, and the fact that we are continuing to litigate this, I assume that was Sprint's response.

Q. I see.

A. From what I remember, you had proposed a lesser discount or something like that.

Q. Correct. And you're saying by virtue of not resolving the issue, your answer to that is no?

A. Yes. I think we're sticking with our position, yes.

Q. Okay. I wanted to make sure of that.

Staff's interrogatory number 12 a few pages after that.

A. Yes, I'm there.

Q. If there's another proceeding involving another CLEC, that is, disputing a change to Sprint's list of wire centers, does Sprint have an objection to FDN participating in that dispute resolution proceeding as a party?

A. No. I think what Sprint -- I think what we would really want to occur is that whatever the appropriate process, that it gets before the Commission, and then we do whatever it takes to get it

resolved and do it once and only once.

Q. And if that meant that FDN or other CLECs that were not parties to the interconnection agreement that had the CLEC which initiated the proceeding, such that they became parties, those other CLECs --

A. Yes. And I'm not familiar, obviously, with all the procedures of the Florida Commission and whether that's appropriate or not, but certainly I think to resolve that specific issue, is this wire center a Tier 1 or Tier 2, we would not object to whatever interested party participating.

Q. Okay. Moving on to the response to interrogatory number 13 -- actually, let me just ask questions on the subject matter. It addresses the subject matter of the cap of 10 DS1s.

A. Yes.

Q. Do you know whether or not any carriers have submitted to the FCC requests for reconsideration, clarification, or forbearance relative to the cap of 10 DS1s?

A. I understand that there have been some reconsiderations filed for the triennial review remand, and I knew that they just put -- I think XO just filed a petition for forbearance in April that has finally been put on the calendar. I haven't

reviewed those and don't know specifically if this issue is teed up, but it would not surprise me.

Q. So in short, you have not read any reconsideration motions relative to this issue filed with the FCC?

A. No, I have not reviewed them personally.

Q. Okay. I'm going to ask you a few quick questions regarding Sprint's response to FDN's second set of interrogatories.

A. Okay. This is the one we just sent yesterday; right?

Q. Yes, sir.

A. Okay. I have it.

Q. You are identified as the respondent for number 94, and I wanted to ask you some questions about your answer there. This is at the top of page 4.

A. Yes.

Q. In terms of UNE-P loops there -- and this apparently is not confidential information, as I understand it.

A. No. That's correct.

Q. Okay. In terms of the UNE-P loops, the number that you have listed there, roughly 17,000, most, if not all of those -- let's just say

effectively all of those are at the DS0 level; correct?

A. More than likely. I mean, the fact that the DS1 enterprise services have been gone away for some time, I would agree that the majority of these would probably be DS0s.

Q. And even though you don't separate resi and business, would you think it's a fair assumption that the vast majority of the 17,000 are going to be residential?

A. No, I wouldn't make that assumption. I know that just as a percent, CLECs generally have a higher number of business customers as opposed to residential customers. I would not agree that the majority is residence at all.

Q. Well, I'm not asking you to assert that it's exclusively residential, but would you agree that 75 percent, 80 percent --

A. No. And the reason I'm hesitating, if I'm not mistaken, I think the majority of these are likely to be business. I think more than 50 percent are likely to be business. We've done some review of that in the past, and -- well, hang on. Let me think. Let me back up a little bit. In terms of UNE-P, I'm not sure. It would be very difficult. I'm not sure if we

25

truly know what is residential and what is business. I'm trying to backtrack. I'm just not sure, because what we would have to do is keep track of when the customer converted, and if the customer is residential or business, and so forth and so on.

Q. Well, would you agree that -- or have you reviewed the PSC's competition report dated May 31, 2004?

A. Yes, I've looked at parts of that.

Q. Okay. Are you familiar with the part that indicates that most -- and I don't remember the exact figure, but maybe 75 percent of the residential customers or 80 percent of the residential customers served by CLECs are served through UNE-P?

A. You would have to point that to me. I don't recall that specific quote.

Q. Will you take it, subject to check, that it's 75 percent?

A. Sure, sure. But that would be an average and might not necessarily apply to Sprint.

Q. Right. I follow you.

Let's look at the number of UNE loops there. You have 10,563. That would include DSOs and DS1s?

A. Yes.

Q. Okay. Would you agree, subject to check,

26

that FDN is more than half of that total?

A. I haven't reviewed the number. If that's what you claim compared to that, I would accept it.

Q. You don't have any reason to dispute it?

A. No, I don't have any reason to dispute it.

Q. Okay. What I'm trying to do here -- and it may not be a fruitful exercise, but I'll try anyway. If you'll look at one of the other exhibits that I sent out last night that has the heading of "2004 PSC Comp Report Excerpts" -- and you'll have to excuse my scribbles on there. I'll send everybody a clean copy later today. In any case, it has a cover sheet, a second page which is numbered at the bottom as page 25, and then a third page which is numbered 22. And I wanted to see if I can tie together here your response to interrogatory number 94 with some of the numbers on that chart shown as Table 2, which says "Florida CLEC Market Penetration by ILEC as of May 31, 2004."

A. Okay.

Q. Looking there at the CLEC columns in the middle, there's one for resi, one for business, and one for total.

A. Okay.

Q. In terms of the resi figure, it says 37,275. How does that reconcile with the -- or can you

27

reconcile it with the two numbers you've provided in response to interrogatory number 94?

A. Not specifically. I mean, my assumption would be that they don't necessarily have to match, because you have CLECs that are providing service through resale, which would not be in here. You also have CLECs that own their own facilities.

So to reconcile, I assume -- I'm not sure with respect to this if these are done in voice grade equivalents. To the extent a UNE loop is a DS1, that would be 24 voice grade equivalents. So if access lines in this report are done with voice grade equivalents, that could account for the difference. There's not enough information given in these two documents to reconcile it, but it's entirely possible to do so, I believe.

MS. SCOTT: Excuse me, Matt.

BY MR. FEIL:

Q. In terms of the number of UNE loops listed there for your response to interrogatory number 94, is it safe to assume that in your opinion, the vast majority of those are used for business customers?

A. I would believe so. Given the market penetration, the higher share for business, I would think that would be a safe assumption.

28

Q. Do you know the breakdown for that number between DS1s and DS0s?

A. No, I do not.

Q. Did you have that information at the time you provided those numbers?

A. No, I do not have that information at this time.

Q. Well, you don't have it now. Did somebody feed you the number?

A. Basically, yes. I mean, we request information. We have a staff, and we ask people to research the information and extract the information from the systems and give it to us.

Q. But the bottom line is, you don't know the distribution between --

A. No, I do not.

Q. Okay. You know that both are in there, but you don't know the distribution?

A. Yes.

MS. SCOTT: Matt, this is Kira. I'm sorry to interrupt. The competition report, would you please label it as Exhibit 3, or have you labeled it? I didn't hear you label it as an exhibit.

MR. FEIL: I'll do so. It wasn't the entire report, and if you want me to do the entire

report, I can do that.
MS. MASTERTON: Yes, I would like that, Matt.
MR. FEIL: Okay. I can circulate it to everybody, including you, Mary. Let's go off the record for a second.
(Discussion off the record.)
MR. FEIL: We'll call it Deposition Exhibit 3. That's fine.
(Deposition Exhibit Number 3 was marked for identification.)
BY MR. FEIL:
Q. Moving on, Mr. Maples, to your response to interrogatory number 99, you list there for 2004 retail business customers a figure of 503,002.
A. Yes. That's the 2005 number.
Q. Okay. And that's utilizing the same counting methodology as used to derive the 2004 number?
A. Yes.
Q. Okay. Did Sprint sell some portion of its service territory between the 2004 and 2005 numbers?
A. I do not know. I don't know.
Q. Do you know what percentage of business customers were lost due to the hurricane putting them

out of business, hurricane or hurricanes?
A. No, I do not know. I do not know the reason for the substantial decline that's shown here.
Q. Okay. Is this something that you're going to look into further for your own edification?
A. I wasn't planning on it.
Q. Okay. In your response to interrogatory number 90 -- actually, your name is not on that one.
A. No.
Q. Let me see here and check my notes. That may be all I have, Mr. Maples. Hold on, please.
Mr. Maples, do you have any reason to believe that the CLEC market share has gone up or down in relative terms between May 2004 and May 2005 at this time, or is that something that would await a PSC compilation of a report?
A. I haven't really reviewed any data to know one way or the other, so it would be best to wait for the compilation. I haven't seen any reports outlining market share in Sprint's territory currently, so I don't know.
Q. Okay. If you'll wait one moment, I think I'm done. Let me just do one last check.
Actually, how familiar are you, Mr. Maples, with the retail geography for Sprint's territory in

Florida?
A. Not well, if you're talking about the exchange names and where they are. I have some basic knowledge, but not -- you know, if you were to name off the exchanges, I'm not sure that I could tell you whether it's a Sprint exchange or not.
Q. So if I were to ask you how many Sprint exchanges in Florida had over 100,000 access lines, would you be able to answer that or no?
A. No, I cannot answer that.
Q. And similarly, in comparative terms, you wouldn't be able to say whether or not one Sprint exchange had more access lines than another in Florida?
A. No, I could not say that without having information in front of me. I do not know.
MR. FEIL: All right. That was all I had for now, so, Kira or Susan, if you have any questions --
MS. SCOTT: Commission staff doesn't have any questions, Matt.
MS. MASTERTON: I don't have any redirect.
MR. FEIL: Okay. Are we going to read and sign?
MS. MASTERTON: Yes.

MR. FEIL: Okay. We have three deposition exhibits for Mr. Maples, including Deposition Exhibit Number 3 that I should supply a clean copy of to everybody so that it's attached to the transcript. Number 2 was the experts from the Motion for Reconsideration, and Number 1 was the sample LMU. I'll try to have the corrected version of Number 3 out to everybody today.
And as with Mr. Sywenki, to the extent that Mr. Maples makes any changes I perceive on his errata sheet as substantive, I reserve the right to reopen the deposition. And with that, I guess we'll close the record.
(Deposition concluded at 12:40 p.m.)

ERRATA SHEET

I have read the transcript of my deposition, pages 1 through 33, and hereby subscribe to same, including any corrections and/or amendments listed below.

July 25, 2005
Date

James M. Maples
JAMES M. MAPLES

Page	Line	Correction or Amendment	Reason for Change

Deposition taken on 07/20/05, Docket No. 041464-TP

CERTIFICATE OF REPORTER

STATE OF FLORIDA:
COUNTY OF LEON:

I, MARY ALLEN NEEL, Registered Professional Reporter, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter translated under my supervision; and the foregoing pages numbered 1 through 32 are a true and correct record of the aforesaid proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor relative or employee of such attorney or counsel, or financially interested in the foregoing action.

DATED THIS 22nd day of July, 2005.

MARY ALLEN NEEL, RPR
2894-A Remington Green Lane
Tallahassee, Florida 32308
(850) 878-2221

ERRATA SHEET

I have read the transcript of my deposition, pages 1 through 33, and hereby subscribe to same, including any corrections and/or amendments listed below.

July 25, 2005
Date

James M. Maples
JAMES M. MAPLES

Page	Line	Correction or Amendment	Reason for Change

Deposition taken on 07/20/05, Docket No. 041464-TP

SCANNED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: 7

DESCRIPTION: Sprint Witness Maples Deposition Exhibits

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 17
COMPANY/ FDN's Exhibit
WITNESS: Exhibits to James Maples' Deposit
DATE: 08-04-05

Sprint

LSR Status/Confirmation

LSR Status:CA=Completed CASS SOE #:C817055 Rep ID:CAS
Due Date:07-14-2005 APPT:? Completion
Date:07/12/2005 07:23:09 EDT
Last Mod.:07/12/2005 06:40:53 Date Recv.:07/11/2005 14:58:43 Hold Date:
Last FOC.:07/11/2005 14:58:50 ESDD: Resp Type:
Conf Ver:AAC Reason Code: AN:
Detail:
REMARKS: LOOP MAKE UP INFORMATION: DS0
SERVED BY COPPER FACILITIES: YES
SERVED BY ELECTRONIC FACILITIES: NO
TYPE OF ELECTRONICS: NONE
LOOP LENGTH: OFFICE TO ELECTRONICS
19 GA COPPER 0 FEET 16.1 RESISTANCE PER KF
22 GA COPPER 0 FEET 32.4 RESISTANCE PER KF
24 GA COPPER 2.871 FEET 51.9 RESISTANCE PER KF
26 GA COPPER 0 FEET 83.3 RESISTANCE PER KF
SUB-TOTAL LOOP FOOTAGE IS 0.002871 KF
LOOP LENGTH: ELECTRONICS\OFFICE TO END USER
19 GA COPPER 0 FEET 16.1 RESISTANCE PER KF
22 GA COPPER 0 FEET 32.4 RESISTANCE PER KF
24 GA COPPER 0 FEET 51.9 RESISTANCE PER KF
26 GA COPPER 0 FEET 83.3 RESISTANCE PER KF
SUB-TOTAL LOOP FOOTAGE IS 0 KF
TOTAL LOOP FOOTAGE IS 0.002871 KF
TOTAL RESISTENCE FOR LOOP IS 0.1490049 OHMS
BRIDGE TAPS:
1ST AT 0 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
2ND AT 0 FEET - LENGTH 0 FEET COST $0 OPT

EXHIBIT
1
7/20/05 MW

ADDL PAIRS SAME LOCATION COST $0 OPT
3RD AT 0 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
4TH AT 0.35 FEET - LENGTH 0 FEET COST $0 OPT
ADDL PAIRS SAME LOCATION COST $0 OPT
5TH AT
ADDL PAIRS SAME LOCATION COST $0 OPT
6TH AT
ADDL PAIRS SAME LOCATION COST $0 OPT
ENGINEERING CHARGE $28.03
TRIP CHARGE $15.59
DISTURBERS: NONE INDICATED
LOAD COILS PRESENT ON CABLE PAIR: NO
COST TO REMOVE LOADS ON NON-STANDARD LOOP - $0
COST TO REMOVE LOADS FOR ADDL PAIRS - $0
COST FOR REPEATER REMOVAL - $0
COST TO REMOVE REPEATERS FOR ADDL PAIRS - $0
COST FOR REQUIRED CONDITIONING IS - $0
COST FOR OPTIONAL CONDITIONING IS - $43.62
TOTAL DB LOSS: 0 DB
TYPE LOOP: NOT APPLICABLE
ICB NEEDED FOR SPECIAL CONSTRUCTION: NONE

CLEC Information

CLEC Cust Name:FLORIDA DIGITAL **CLEC Init:**LISA KELLY
CLEC Tel No:4078350335 **CLEC Fax No:**4074471220
Remarks to Sprint:REQUEST LOOP PRE-QUAL. THANKS.
SOE Remarks:

Service Information

CC:4085 **PON:**1324283-PQ1 **VER:**1 **SUP:**?
Related PON: **Impcon:**TECH ON DUTY **Tel No:**877-901-1432
DDD:07/12/2005 **APPT:**? **Project:** **EBD:**
REQ TYP:A=Loop **ACT:**P=Loop PreQualification **CLECT TO CLEC CONVERT:**N **CLECT TO CLEC MIGRATION:**N
TOS:1B?? **DFDT:** **ONSP:** **NPDI:**?
ACTL: **CHC:**N **APOT:**
Complex:N **DSPTCH:**Y **MCSI:**?
NC:LX-- **NCI:**02QC2.00F **SECNCI:**?
EELS:N **LoopTag:**N **CTEST:**N
CONDITIONING OPT:? **CONDITION COST:** **PREQUAL #:**
CONDITIONING REMARKS:

--LOOP DETAIL--
Tel No: **CLEC Tel No:** **CFA:**
Cable ID1: **Chan Pair1:**
LNA:P=Loop PreQual **ECCKT:** **OECCKT:**
TSP: **CKR:** **NIDR:**
SHELF: **SLOT:** **RELAY RACK:**

End User/Disconnect Information

Tel No:- -
Name: [redacted]
House No:3501
Frac:
Box:
Dir:W
Street Name:VINE
Typ:ST
Suffix:
Floor:
Room/Unit:271
Building:
COMM:KSSM
Exch:KSSM
TAR:2036
SWC:KSSM
City:KISSIMMEE
State:FL
ZIP:34741-4673
Access Info:
LCON Name:
LCON Tel No:
End User Moving: N

Final Bill

Bill Name:
Address1:
Address2:
Address3:
City:
State:
ZIP:
Final Bill Indicator:N

Listing Detail Information

Listing TN:
EU Retain
Listing:?
LACT:?
OLTN:
FID:
Service Address:3501 W VINE ST
Community:KISSIMMEE
DIR Response:

Directory Delivery Information (Required if different from Service Address)

SOE Order Numbers:

Order #	Completion Date	Exch	ATN
C817055	07/12/2005	WNPK	407-182-5252

LAW OFFICES
Messer, Caparello & Self
A Professional Association

Post Office Box 1876
Tallahassee, Florida 32302-1876
Internet: www.lawfla.com

Reply to: P.O. Box 1876
Tallahassee, FL 32302-1876

January 23, 2003

BY HAND DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 990649B-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Florida Digital Network, Inc. and KMC Telecom III, LLC are the following documents:

1. An original and fifteen copies of the Joint Motion for Reconsideration of Florida Digital Network, Inc. and KMC Telecom III, LLC; and

2. An original and fifteen copies of the Joint Request for Oral Argument of Florida Digital Network, Inc. and KMC Telecom III, LLC.

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

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

FRS/amb
Enclosures
cc: Mr. John McLaughlin
Parties of Record

DOCUMENT NUMBER-DATE
00742 JAN 23 03
FPSC-COMMISSION CLERK

DOWNTOWN OFFICE, 215 South Monroe Street, Suite 701 • Tallahassee, Fl 32301 • Phone (850) 222-0720 • Fax (850) 224-4359
NORTHEAST OFFICE, 3116 Capital Circle, NE, Suite 5 • Tallahassee, Fl 32308 • Phone (850) 668-5246 • Fax (850) 668-5613

PENGAD 800-631-6989
EXHIBIT
Maple 2
7/20/05 MW

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into Pricing of Unbundled Network Elements (Sprint/Verizon Track)	)	Docket No. 990649B-TP Filed: January 23, 2003

EXHIBIT A

Wholesale/Retail Rate Comparison

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into Pricing of Unbundled Network Elements (Sprint/Verizon Track)	)	Docket No. 990649B-TP Filed: January 23, 2003

MOTION FOR RECONSIDERATION
OF FLORIDA DIGITAL NETWORK, INC.
AND KMC TELECOM, III, LLC.

Florida Digital Network, Inc. ("FDN") and KMC Telecom, III, LLC ("KMC") ("Movants") respectfully move the Commission to reconsider its Order establishing rates for unbundled network elements ("UNEs") offered by Sprint.[1] The *Order* must be reconsidered and revised – if not rescinded entirely – because it adopts rates that are based on flawed evidence and methodologies, as the Commission acknowledges in the Order itself. For example, the Commission affirmatively criticized Sprint's modeling of customer locations and non-recurring charges. Other assumptions, such as OSS flow-through, are clearly not TELRIC compliant. Important cost drivers such as fill factors, cable material and placement costs, expenses, and the allocation of wire centers to deaveraged rate zones, are not based on substantial evidence.

Notwithstanding the numerous analytical flaws and evidentiary deficiencies that plague Sprint's cost models (and the UNE rates they produce), the Commission nonetheless essentially adopted Sprint's UNE rate proposals, ostensibly on the belief that the record lacked a specific alternative to support different rates. In so doing, the Commission ignored well-established state

[1] *See* Order No. PSC-03-0058-FOF-TP, Final Order On Rates for Unbundled Network Elements Provided by Sprint-Florida Incorporated in Docket No. 990649B-TP, *In re: Investigation into Pricing of Unbundled Network Elements (Sprint/Verizon Track)* ("Order").

Sprint UNE / Retail	Overview Sheet	
WHOLESALE		
SPRINT UNE 2 Wire Analog Loop	**MRC Loop Only**	**NRC 1st Line**
PSC Approved 12/02		
BAND 1	$10.82	$119.74 (w/ NID) $111.24 (w/o NID)
BAND 2	$17.63	$119.74 (w/ NID) $111.24 (w/o NID)
BAND 3	$24.68	$119.74 (w/ NID) $111.24 (w/o NID)
BAND 4	$45.40	$119.74 (w/ NID) $111.24 (w/o NID)
Simple Rate Average	$24.63	
Rate Average Adjusted for lines by Bands	$26.20	
RETAIL		
Sprint Centel Rates by Rate Group	Residential Flat Rate Line MRC	Residential NRC First Line
Rate Group 1	$7.57	$51.15
Rate Group 2	$8.04	$51.15
Rate Group 3	$8.44	$51.15
Rate Group 4	$8.90	$51.15
Rate Group 5	$9.36	$51.15
Rate Group 6	$9.88	$51.15
Sprint Centel Rates by Rate Group	Business Flat Rate Line MRC	Business NRC First Line
Rate Group 1	$17.03	$66.40
Rate Group 2	$16.06	$66.40
Rate Group 3	$15.98	$66.40
Rate Group 4	$20.05	$66.40
Rate Group 5	$21.07	$66.40
Rate Group 6	$22.24	$66.40
Sprint United Rates by Rate Group	Residential Flat Rate Line MRC	Residential NRC First Line
Rate Group 1	$6.62	$51.15
Rate Group 2	$7.38	$51.15
Rate Group 3	$8.17	$51.15
Rate Group 4	$8.93	$51.15
Rate Group 5	$9.71	$51.15
Rate Group 6	$10.47	$51.15
	Business Flat Rate Line MRC	**Business NRC First Line**
Rate Group 1	$15.66	$61.35
Rate Group 2	$17.36	$61.35
Rate Group 3	$19.14	$61.35
Rate Group 4	$20.93	$61.35
Rate Group 5	$22.78	$61.35
Rate Group 6	$24.56	$61.35

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into Pricing of Unbundled Network Elements (Sprint/Verizon Track)	Docket No. 990649B-TP Filed: January 23, 2003

EXHIBIT B

Wire Center Rate Comparison

	EXAMPLE SHEET			
LSO				
	WHOLESALE		RETAIL	
FTMYFLXB				
Fort Meyers	UNE BAND	3	5	Rate Group
	Circuit Cost MRC	$24.68	$9.71	Retail Residential MRC
	Circuit Cost NRC	$119.74	$51.15	Residential NRC 1st
	Circuit Cost MRC	$24.68	$22.78	Retail Business MRC
	Circuit Cost NRC	$119.74	$61.35	Business NRC 1st
	WHOLESALE		RETAIL	
KSSMFLXB				
West Kissimmee	UNE BAND	3	3	Rate Group
	Circuit Cost MRC	$24.68	$8.17	Retail Residential MRC
	Circuit Cost NRC 1st	$119.74	$51.15	Residential NRC 1st
	Circuit Cost MRC	$24.68	$19.14	Retail Business MRC
	Circuit Cost NRC 1st	$119.74	$61.35	Business NRC 1st
	WHOLESALE		RETAIL	
MTLDFLXA				
Maitland	UNE BAND	1	6	Rate Group
	Circuit Cost MRC	$10.82	$10.47	Retail Residential MRC
	Circuit Cost NRC 1st	$119.74	$51.15	Residential NRC 1st
	Circuit Cost MRC	$10.82	$24.56	Retail Business MRC
	Circuit Cost NRC 1st	$119.74	$61.35	Business NRC 1st
	WHOLESALE		RETAIL	
PNGRFLXA				
Punta Gorda	UNE BAND	4	3	Rate Group
	Circuit Cost MRC	$45.40	$8.17	Retail Residential MRC
	Circuit Cost NRC	$119.74	$51.15	Residential NRC
	Circuit Cost MRC	$45.40	$19.14	Retail Business MRC
	Circuit Cost NRC	$119.74	$61.35	Business NRC
	WHOLESALE		RETAIL	
TLHSFLXDDS0				
Tall-Blairstone	UNE BAND	2	6	Rate Group
	Circuit Cost MRC	$17.63	$9.88	Retail Residential MRC
	Circuit Cost NRC	$119.74	$51.15	Residential NRC
	Circuit Cost MRC	$17.63	$22.24	Retail Business MRC
	Circuit Cost NRC	$119.74	$66.40	Business NRC

ANNUAL REPORT TO THE FLORIDA LEGISLATURE

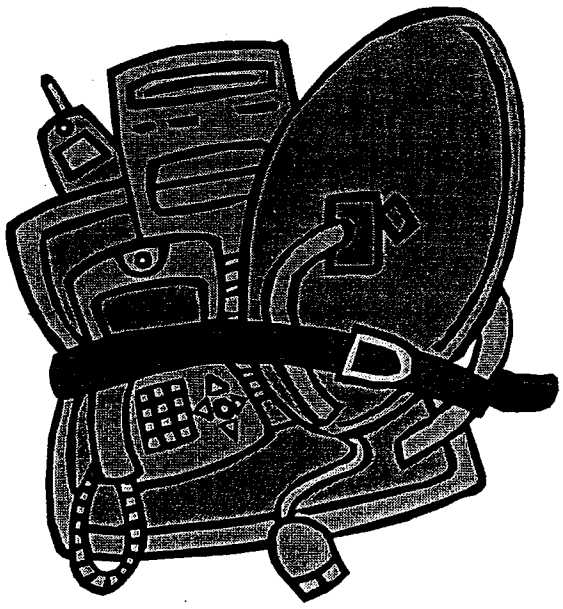
ON THE STATUS OF

COMPETITION

IN THE

TELECOMMUNICATIONS INDUSTRY IN FLORIDA

AS OF MAY 31, 2004



FLORIDA PUBLIC SERVICE COMMISSION

PENGAD 800-631-6989
EXHIBIT
Naples
3
7/20/05 MN

This report was prepared by the Florida Public Service Commission's
Office of Market Monitoring and Strategic Analysis

TABLE OF CONTENTS

LIST OF FIGURES AND TABLES v

LIST OF ACRONYMS vi

EXECUTIVE SUMMARY 1

CHAPTER I: INTRODUCTION AND BACKGROUND 4

A. PROVISIONS AND GOALS OF CHAPTER 364, FLORIDA STATUTES, AND THE TELECOMMUNICATIONS ACT OF 1996 6

1. Chapter 364, Florida Statutes 6

2. Federal Telecommunications Act of 1996 (the 1996 Act) 6

B. METHODOLOGY 8

CHAPTER II: AN INTRODUCTION TO THE CHANGING COMPETITIVE LANDSCAPE 9

A. INNOVATION IN A RAPIDLY CONVERGING MARKET 9

1. Wireless 10

a. Florida's Market-Based Approach to Wireless 11

b. Wireless Investment & Innovation 11

c. Wireless Voluntary Efforts 12

i. Voluntary Consumer Code 12

ii. Voluntary Anti-SPAM Efforts 13

iii. Voluntary Consumer Complaint Assistance 13

2. Voice over Internet Protocol (VoIP) 14

3. Broadband over Power Line 16

B. DECLINE OF TRADITIONAL TELECOM SECTOR 17

CHAPTER III : STATUS OF LOCAL COMPETITION IN FLORIDA 20

A. WIRELINE MARKET SHARE ANALYSIS 20

1. CLEC Market Share Growth 20

2. Access Line Comparisons 21

3. CLEC Market Penetration by ILEC Service Area 22

4. Competitive Presence by Exchange 23

B. STATUS OF COMPETITIVE MARKETS 25
1. Changing Market Trends 25
a. Overall Access Line Trends *25*
b. ILEC versus CLEC Line Trends *27*
2. Impact of Regulatory Changes 31
a. TRO and Its Appeal *31*
b. FCC's Interim and Final Rules *33*
3. Market Shifts 36

CHAPTER IV: Advanced Communications Landscape 38

A. INTERMODAL COMPETITION 38
1. Voice over Internet Protocol 39
2. Wireless 44
3. Cable 49

B. BROADBAND 56
1. Nationwide Trends in the Broadband Market 56
2. The Florida Broadband Market 60
3. Overview of Existing and Emerging Broadband Technologies 62
a. Wireless Broadband *62*
i. 3G Wireless 62
ii. Wi-Fi 63
iii. Fixed Wireless 65
iv. Satellite 66
b. Fiber-to-the-Home *67*
c. Broadband over Power Line (BPL) *69*

CHAPTER V: DISCUSSION OF ITEMS REQUIRED BY CHAPTER 364, F.S. 72

A. INTRODUCTION 72

B. DISCUSSION OF SIX STATUTORY ISSUES 73
1. The Overall Impact of Local Exchange Telecommunications Competition on the Continued Availability of Universal Service 73

2. The Ability of Competitive Providers to Make Functionally Equivalent Local Exchange Service Available to Both Residential and Business Customers at Competitive Rates, Terms, and Conditions. 74
3. The Ability of Customers to Obtain Functionally Equivalent Services at Comparable Rates, Terms, and Conditions. 75
4. The Overall Impact of Price Regulation on the Maintenance of Reasonably Affordable and Reliable High-Quality Telecommunications Services. 77
5. What Additional Services, If Any, Should be Included in the Definition of Basic Local Telecommunications Services, Taking into Account Advances in Technology and Market Demand. 79
6. Any Other Information and Recommendations Which May be in the Public Interest. 79

CHAPTER VI: STATE ACTIVITIES 80

A. TELE-COMPETITION INNOVATION & INFRASTRUCTURE ENHANCEMENT ACT OF 2003 80
1. Long Distance Market 80
2. Expansion of Lifeline 80
3. Promotion of VoIP as a Competitive Alternative 81
4. Basic Local Exchange Market 81

B. COLLOCATION DOCKETS NOS. 981834-TP/990321-TP 81

C. IMPLEMENTING THE REQUIREMENTS OF THE FCC'S TRO IN COMMISSION DOCKET NOS. 030850/030851/030852-TP 82

D. WHOLESALE PERFORMANCE MEASUREMENT PLANS 84

E. SERVICE QUALITY DOCKETS AND INCUMBENT LOCAL EXCHANGE COMPANIES 84
1. Sprint 85
2. BellSouth 85

F. FLORIDA TELECOMMUNICATIONS COMPETITIVE INTERESTS FORUM 85

G. LIFELINE AND LINK-UP PROGRAMS 86

CHAPTER VII: FEDERAL ACTIVITIES 88

A. THE FCC'S TRIENNIAL REVIEW ORDER ON UNE RULES 88

B. REGULATORY FRAMEWORK FOR BROADBAND WIRELINE ACCESS TO THE INTERNET 89

C. IP-ENABLED SERVICES (VOICE OVER INTERNET PROTOCOL) 89

D. DEVELOPMENT OF A UNIFIED INTERCARRIER COMPENSATION REGIME 91

E. UNIVERSAL SERVICE 92

1. Review of the Definitions of Universal Service 92

2. Lifeline and Link-up Service for Low-Income Consumers 92

3. Schools and Libraries Program 93

4. High-Cost Portability and ETC Designation 94

5. Referral of High-Cost Support Methodology for Rural Telecommunications Carriers 94

F. REPORTING REQUIREMENTS FOR INCUMBENT LOCAL EXCHANGE COMPANIES 95

G. REVIEW OF TELRIC PRICING RULES FOR UNBUNDLED NETWORK ELEMENTS 96

H. LOCAL NUMBER PORTABILITY: WIRELESS TO WIRELESS & WIRELESS TO WIRELINE 97

I. NASUCA TRUTH IN BILLING PETITION TO THE FCC 97

APPENDIX A: CLECS PROVIDING SERVICE A-1

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER B-1

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE C-1

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECs D-1

APPENDIX E: LIST OF CERTIFICATED CLECs AS OF 05/31/04 ..... E-1

GLOSSARY G-1

LIST OF FIGURES AND TABLES

Figure 1	Florida CLEC Market Share	20
Figure 2	Florida Business and Residential CLEC Market Share	21
Figure 3	Florida CLEC Market Share by ILEC	22
Figure 4	Florida CLEC Residential and Business Market Share	23
Figure 5	Florida Business Access Lines are Growing	26
Figure 6	Florida Access Line Trends	26
Figure 7	CLEC Growth Rates in Florida Access Lines Slowed Considerably in 2004	27
Figure 8	Total Florida CLEC Lines	28
Figure 9	ILECs Reverse Losses in Florida Business Lines as CLEC Growth Slows	29
Figure 10	Florida ILEC Residential Access Lines Continue to Decline	30
Figure 11	Total Florida CLEC Residential Line Makeup as of May 31, 2004	35
Figure 12	Total Florida CLEC Business Line Makeup as of May 31, 2004	36
Figure 13	U.S. Local Consumer VoIP Forecast	42
Figure 14	Florida Households Considering Disconnecting Their Home Phone	45
Figure 15	Wireless Subscribership Levels	46
Figure 16	Florida Local Exchange Access Lines vs. Florida Wireless Subscribership	46
Figure 17	2004 U.S. Cable VoIP Forecast	52
Figure 18	Sizing the Cable Telephony Threat	53
Figure 19	U.S. Broadband Subscriber Growth	56
Figure 20	Broadband Attracts Majority of Online Users	57
Figure 21	DSL Market Share is Approaching Cable in Florida	59
Figure 22	Florida and U.S. High-Speed Lines (Residential & Small Business)	61
Figure 23	Broadband Penetration Levels in Florida	61
Figure 24	Broadband Subscribers Overtake Dial-Up	62
Figure 25	Number of U.S. Wi-Fi Hotspots	64
Figure 26	Barriers to Competition in Florida as Perceived by CLECs	74

Table 1	Florida Access Line Comparison	21
Table 2	Florida CLEC Market Penetration by ILEC as of May 31, 2004	22
Table 3	Summary of Florida Exchanges With & Without CLEC Providers	24
Table 4	Florida Exchanges with the Most CLEC Providers	24
Table 5	Ten Largest Exchanges - CLEC Market Share by Customer Type	25
Table 6	CLEC Providers by Florida LATA	76
Table 7	Local Rates for Selected Florida CLECs and ILECs as of May 31, 2004	76

LIST OF ACRONYMS

ALEC	Alternative Local Exchange Company
BEBR	Bureau of Economic and Business Research
BOC	Bell Operating Company
CLEC	Competitive Local Exchange Company
Commission	Florida Public Service Commission
CTIA	Cellular Telecommunications & Internet Association
DSL	Digital Subscriber Line
DSLAM	Digital Subscriber Line Access Multiplexer
FCC	Federal Communications Commission
IP	Internet Protocol
ISP	Internet Service Provider
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
Joint Board	Federal-State Joint Board
LATA	Local Access and Transport Area
MSO	Multiple System Operator
NANPA	North American Numbering Plan Administrator
NCTA	National Cable and Telecommunications Association
NXX	End Office Code
NPA	Area Code
OPC	Office of Public Counsel
OSS	Operational Support Systems
PSTN	Public Switched Telecommunications Network
RBOC	Regional Bell Operating Company
SLC	Subscriber Line Charge
SMSA	Standard Metropolitan Statistical Area
TELRIC	Total Element Long-Run Incremental Cost
TRO	Triennial Review Order
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element - Platform
USOA	Uniform System of Accounts
UWB	Ultra Wideband
VoIP	Voice over Internet Protocol

EXECUTIVE SUMMARY

This report is pursuant to the statutory requirements set forth in Section 364.386 and Section 364.161(4), Florida Statutes.

Chapter I: Introduction and Background

In addition to providing the annual overview and analysis of local telecommunications competition in Florida, this year's report includes a closer examination of the trends in the access line market.[1]

Chapter II: An Introduction to the Changing Competitive Landscape

Chapter II provides context to the report by discussing the evolving competitive landscape to which providers of communications services – including incumbents and competitors – are subject. The chapter discusses, among other subjects, the emergence of advanced communications platforms and the impact of competition on providers of wireline telecommunications services.

Chapter III: Status of Local Wireline Telecommunications Competition in Florida

Section A of Chapter III discusses Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Company (CLEC) market share in the local wireline telecommunications sector in Florida. As an overview, responses from ILECs and CLECs to the Florida Public Service Commission (Commission) data requests indicate that as of May 31, 2004, in Florida:

- CLECs have increased their overall market share from 16% in 2003 to 17% in 2004.
- The CLECs' share of the business market has remained stable, 30% in both 2004 and 2003.
- The CLECs' share of the residential market has increased from 9% in 2003 to 10% in 2004.

[1] With this report, a change was made in the reporting period to provide additional time for companies to respond to the data request and for Commission staff to analyze the data. The data contained herein represents a snapshot of Competitive Local Exchange Company (CLEC) activities on May 31, 2004, with the report year running from July 1, 2003, to May 31, 2004 (as opposed to June 30th as in prior reports).

- Total local exchange access lines in Florida continue to decline – even as Florida's population continues to grow.[2]

Section B discusses changing market trends in this sector. Section B also discusses the potential impacts of recent regulatory changes on the market for local wireline telecommunications.

Chapter IV: Advanced Communications Landscape

Innovation, competition, and regulatory change are rapidly changing the communications landscape of the country generally, and in Florida specifically. Various platforms are competing for mass market and business customers. Innovation and competition are resulting in enhanced service offerings and falling prices for consumers. ILECs, CLECs, and Interexchange Carriers (IXCs) are certain to face increased competition from wireless, cable telephony, and VoIP. Chapter IV discusses the subjects of intermodal competition and broadband.

Chapter V: Discussion of Items Required by Chapter 364, Florida Statutes

Chapter V sets forth the Commission's specific findings required pursuant to Section 364.386(1), Florida Statutes. These findings are supported by the information and data contained in this report.

Furthermore, pursuant to Section 363.161(4), Florida Statutes, Chapter V and Appendix D address CLEC complaints filed against ILECs. Notably, the number of complaints continued to decline from 81 in the 2002 report to 58 in 2003, and to 41 in this year's 11-month report period. Also, the Commission received 254 negotiated agreements and 10 requests for arbitration between July 1, 2003, and May 31, 2004. Since June 1996, the Commission has reviewed and approved 2,871 negotiated interconnection agreements.

Chapter VI: State Activities

Chapter VI discusses select state activities in which the Commission has been engaged as part of its ongoing efforts to promote wireline telecommunications competition in Florida.

In implementing the Tele-Competition Innovation and Infrastructure Enhancement Act of 2003, the Commission found, based on the record before it, that intrastate access rates currently provide support for basic local telecommunications services. The Commission further found that the existence of such support prevents the creation of a more attractive competitive local exchange market because it keeps local rates at artificially low levels. This results in an artificial barrier for market entry by efficient competitors.

[2] This decline in local exchange access lines does not result solely from telephone subscribers switching to alternative voice providers. The decline reflects a combination of voice lines being replaced by data connections (including residential broadband connections), as well as subscribers choosing alternatives to local exchange access for their voice communications.

The Commission also:

- Concluded a summary docket on collocation,
- Implemented the requirements of the Federal Communications Commission's (FCC) Triennial Review Order (TRO) dockets,
- Continues its work in performance metrics relating to ILECs,
- Oversaw the return of $4.5 million from Sprint and BellSouth, under Service Guarantee Programs, to their customers for missing service installations and out of service repair,
- Continues its work in the Florida Telecommunications Competitive Interests Forum, and
- Continues to work to increase Lifeline awareness and subscribership among eligible Floridians.

Chapter VII: Federal Activities

The Commission has continued to monitor and, as necessary, provide comments, on key federal issues such as:

- The Triennial Review Order and its subsequent partial vacatur and remand,
- The regulatory framework for broadband wireline access to the Internet,
- The regulatory framework for IP-Enabled Services (or Voice over Internet Protocol),
- Intercarrier compensation,
- Universal service,
- Reporting requirements for ILECs,
- Review of TELRIC pricing rules for UNEs, and
- Local number portability and
- NASUCA Truth in Billing

CHAPTER I: INTRODUCTION AND BACKGROUND

Chapter 364, Florida Statutes, sets forth the guiding principles by which the Commission regulates wireline telecommunications companies. Regulation is primarily focused on incumbent local exchange companies (ILECs). Competitive local exchange companies (CLECs) and intrastate interexchange carriers (IXCs) are subject to minimal regulation. The Commission does *not* regulate wireless service[3], Voice over Internet Protocol service (VoIP)[4], cable modem service, or satellite service.

Chapter 364 requires the Commission to prepare and deliver a report on "the status of competition in the telecommunications industry" to the Governor and Legislature by December 1 of each year. Specifically, Section 364.386, Florida Statutes, requires that the report address the following issues:

- The overall impact of local exchange telecommunications competition on the continued availability of universal service.
- The ability of competitive providers to make functionally equivalent local exchange services available to both residential and business customers at competitive rates, terms, and conditions.
- The ability of customers to obtain functionally equivalent services at comparable rates, terms, and conditions.
- The overall impact of price regulation on the maintenance of reasonably affordable and reliable high-quality telecommunications services.
- What additional services, if any, should be included in the definition of basic local telecommunications services, taking into account advances in technology and market demand.
- Any other information and recommendations which may be in the public interest.

A 1997 amendment to Section 364.161(4), Florida Statutes, requires the inclusion of a summary of all complaints filed by CLECs against ILECs.

---

[3] Federal law preempts states from regulating rates of wireless providers unless a state petitions the FCC and demonstrates the market is failing to protect consumers from unjust prices or wireless is a substantial substitute for wireline. 47 U.S.C. §§ 332(c)(3)(A). Federal law does not prohibit states from regulating "other terms and conditions of service." Florida law exempts wireless from Commission jurisdiction (Section 364.02(13)(c)). As set forth more thoroughly in Chapter II, Florida's deregulatory approach to wireless has resulted in the development of a highly robust, competitive wireless market in the state.

[4] Certain VoIP providers have *voluntarily* pursued and obtained CLEC certificates. VoIP generally is not regulated by the Commission in accordance with Sections 364.01(3), F.S. (The Legislature further finds that the provision of voice-over-Internet protocol (VoIP) free of unnecessary regulation, regardless of the provider, is in the public interest.) and 364.02(12), F.S. ("Service" is to be construed in its broadest and most inclusive sense. The term "service" does not include voice-over-Internet protocol service for purposes of regulation by the commission. Nothing herein shall affect the rights and obligations of any entity related to the payment of switched network access rates or other intercarrier compensation, if any, related to voice-over-Internet protocol service.)

In prior years, the data presented a snapshot of CLEC activities on June 30, with the report year running from July 1 of the previous year through June 30 of the current year. This year, the snapshot of data is taken on May 31, with the reporting period running from July 1, 2003 through May 31, 2004. This change provided additional time for companies to respond to the data requests and for Commission staff to analyze the data. Beginning with the 2005 report, the report year will run from June 1 of the previous year through May 31 of the current year, with May 31 continuing as the snapshot date.

Prior to discussing the required topics (Chapter V), this report begins with an introduction and overview in Chapter I of the federal Telecommunications Act of 1996 (the 1996 Act) and Chapter 364, Florida Statutes. Chapter I also discusses the approach used in preparing this report, including efforts to streamline the data gathering process and reduce the reporting burden on non-facilities based CLECs.

Chapter II gives context to the rest of the report by discussing the evolving competitive landscape to which providers of wireline telecommunications – including incumbents and competitors – are subject. Chapter II discusses competing communications platforms and the changing nature of competition.

Chapter III provides a detailed analysis of the status of local wireline telecommunications competition in Florida, examining the data by percentage of market share, number of access lines, and by various areas, such as exchange and ILEC territory. Chapter III also discusses some of the potential impacts on the market for local wireline telecommunications of the FCC's Triennial Review Order (TRO) and its subsequent partial vacatur by the D.C. Circuit Court of Appeals (known as the USTA II decision).

Chapter IV discusses how the communications landscape is changing rapidly due to innovation, competition, and regulatory change. Competition for mass market and business customers is resulting in enhanced service offerings and lower prices for consumers. Wireline telecommunications providers, including ILECs, CLECs, and IXCs, are facing increased intermodal competition from wireless, cable, and VoIP providers. Chapter IV also discusses the broadband market.

Chapter V discusses issues required by Chapter 364, Florida Statutes. Chapter VI and Chapter VII contain reviews of key state and federal activities, respectively.

The appendices include tables containing the CLECs providing service in Florida, the exchanges with providers, the percentage of CLEC access lines by exchange, the summary of CLEC complaints, and the list of certificated CLECs as of May 31, 2004. A glossary of telecommunications terms is provided after the appendices.

A. PROVISIONS AND GOALS OF CHAPTER 364, FLORIDA STATUTES, AND THE TELECOMMUNICATIONS ACT OF 1996

1. Chapter 364, Florida Statutes

In 1995, the Florida Legislature amended Chapter 364, Florida Statutes, to provide for competition in the state's telecommunications industry. The Legislature found that "the competitive provision of telecommunications services, including local exchange telecommunications service, is in the public interest and will provide customers with freedom of choice, encourage the introduction of new telecommunications service, encourage technological innovation, and encourage investment in telecommunications infrastructure." The 1995 Florida Act, together with the 1996 Act (federal), spurred the development of a CLEC industry. Since 1995, the communications landscape has evolved dramatically, with wireless, cable telephony, and IP-enabled communications offering many consumers alternatives to plain old telephone service ("POTS").

As of May 31, 2004, 420 CLECs were certificated by the Commission to operate in Florida, down from 432 in 2003. In 2004, 175 CLECs reported offering service, a slight decrease from 179 in 2003.[5] Unlike the ILECs, CLECs are not required to file tariffs for Commission acknowledgment. Instead, each CLEC is only required to file a price list if it offers basic local telecommunications service. In addition, Section 364.337(2), Florida Statutes, states in part, that "[T]he basic local telecommunications service provided by a competitive local exchange telecommunications company must include access to operator services, '911' services, and relay services for the hearing impaired." CLECs must also provide a flat-rate pricing option for basic local telecommunications services; the statute states that "mandatory measured service for basic local telecommunications services shall not be imposed."

2. Federal Telecommunications Act of 1996 (the 1996 Act)

The 1996 Act established a national framework to promote competition in the local telecommunications marketplace. The FCC's Local Competition Order specified that opening the local exchange and exchange access markets to competition was intended to "pave the way for enhanced competition in all telecommunications markets."[6] Additionally, the opening of all telecommunications markets to all providers was expected to blur traditional industry distinctions. As such, not only have CLECs entered the local market, but less traditional providers such as wireless, cable and broadband communications providers have also entered this market using existing or new technologies to compete against traditional wireline providers for a share of the market for voice communications.

---

[5] The number of CLECs providing service in 2003 was erroneously reported as 150 in the 2003 Annual Report on Competition. The correct number was 179.

[6] FCC 96-325, CC Docket No. 96-98, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, Paragraph 4.

The 1996 Act established three methods by which CLECs can enter the local exchange market: resale, leasing of unbundled network elements (UNEs), and investing in their own facilities.[7] Because ILECs dominate the last mile of the local network, CLECs must either use the ILEC's local loops, build their own facilities, or enable facilities currently in place (e.g., cable networks) to provide local telephone service. A brief description of each entry strategy provided for in the 1996 Act follows.

Resale

Resale is a method of market entry often used as a starting point for non facilities-based CLECs to gain exposure in the marketplace. Under this method, CLECs are able to purchase at a discount and resell any telecommunications services that ILECs offer to retail customers. Those CLECs that focus on serving customers who have been disconnected by the ILEC or who prefer prepaid service may view resale as a long-term strategy.

Unbundled Network Elements (UNEs)

UNEs are the building blocks of ILEC networks used to provide telecommunications services. This method of entry requires ILECs to unbundle their networks and lease the piece parts or elements to CLECs at rates based on a total element long-run incremental cost (TELRIC) methodology.

Facilities

Facilities-based CLECs are those that have invested in facilities that may consist of loops and/or switching equipment to serve end-users. Frequently, CLECs enter the market using resale or UNE-based services while investing the financial resources necessary to build a telecommunications network that, in whole or in part, allows services to be provided independent of the ILECs. CLECs deploying facilities typically do so to serve the business market. Because of the high costs of deploying facilities, the residential market does not provide sufficient economies of scale to cover the costs of deployment.

According to a recent court decision, the purpose of the 1996 Act "is to stimulate competition – preferably genuine, facilities-based competition."[8] The resale components of the 1996 Act confine a competitor to deriving revenue between resale and retail rates. Resale may not be a viable long-term strategy for many CLECs and may discourage optimal facilities investment. Unbundling connotes an unbundling of existing (static) facilities. Many facility owners believe that there is little or no incentive to invest in upgrades and improvements if they will ultimately be required to unbundle those same upgrades and improvements.

[7] Other policies such as number portability, interconnection, pricing, etc. also facilitate CLECs' entry into this market.

[8] 359 F. 3d 554 (D.C. Cir. 2004) (known as USTA II) , pets. for cert. filed, Nos. 04-12, 04-15, 04-18. June 30, 2004.

Many CLECs serve the residential and small business markets primarily by leasing ILEC unbundled loops, transport and switching (known as UNE-Platform, or UNE-P), and to a much lesser extent, through resale. Other CLECs, such as Florida Digital Network, provide voice service using their own facilities.

While true facilities-based competition in the local wireline telecommunications market is not yet widespread, intermodal and facilities-based competition currently exists in the advanced telecommunications market primarily through cable companies, wireless providers and a handful of wireline providers that mainly target the business market. In the mass-market (residential and small business consumers), competition from wireless and cable companies is growing. In other words, in many markets, consumers may soon be able to choose between multiple platforms offering voice service.

B. METHODOLOGY

As in prior years, the Commission prepared this report based on responses by CLECs and ILECs to data requests. The annually updated data request consists of both quantitative questions (e.g., access line counts) and qualitative questions (e.g., has a company experienced any significant barriers in entering the Florida market). To ensure that the report better reflects the changing nature of the communications industry as a whole, questions on VoIP were added this year. Because the vast majority of VoIP providers would not have received the data request, responses are understandably limited.

The data are only as valid as the quality and completeness of the responses received. As part of our on-going effort to increase efficiency and to reduce the reporting burden where possible, the Commission made several changes to the data gathering process. Staff revised the data requests again this year to streamline them and reduce reporting requirements. Draft versions of the CLEC data request were provided to some of the larger CLECs in order to elicit their feedback. Commission staff then conducted conference calls with these CLECs and revised many of the questions based on CLEC input. In an effort to streamline the data request process, the Word and Excel files comprising the ILEC and CLEC data requests were made available on the Commission's website. This saved time for both the responding companies and the Commission by eliminating the need for companies to individually request Commission staff to provide electronic copies of the data requests. As in previous years, the Commission requested companies to provide their responses on disk, by CD or electronic mail so that Commission staff would not have to manually enter responses into a database.

Commission staff are confident that the data presented and the analyses that follow are reasonably accurate based on the information provided by the ILECs and the reporting CLECS. As in previous years, precise market share calculations are impossible because a number of CLECs failed to respond; however the response rate has been increasing. The 2004 response rate was 85% compared to 80% in 2003. Lack of a 100% response from CLECs may result in understatement of market share; however, this should not materially affect the conclusions reached in this report regarding the data.

CHAPTER II: AN INTRODUCTION TO THE CHANGING COMPETITIVE LANDSCAPE

This Chapter provides an introduction to the rapidly evolving landscape that wireline telecommunications providers – both incumbents and competitors – now face.[9] While much of this report is focused on traditional ILEC versus CLEC competition, policymakers cannot ignore substantial changes in the broader communications market that are unquestionably impacting Florida's local telecommunications market. Fortunately for Florida's consumers, innovation and investment by competitors across platforms is providing an array of new products and services, and price wars among both new and old competitors are breaking out.

Part A discusses the rapid pace of innovation that is occurring in the market. Part B discusses the decline of the traditional telecommunications sector.

A. INNOVATION IN A RAPIDLY CONVERGING MARKET

Convergence of voice, video, and data technologies into multi-faceted product offerings by numerous providers has drastically changed the communications industry. In addition to competition from rival telephone companies, both incumbent and competitive telephone companies now face competition from wireless, VoIP, cable companies, and others. Consider the following:

- "A battle royal between cable and telephone companies for the residential phone market is about to sweep the country....By the end of 2006, more than half of all 110 million or so households in the U.S. will likely have the option of getting phone service from their cable companies. By 2008, cable companies will be selling phone service to 17.5 million subscribers, compared with 2.8 million at the end of 2003, according to an estimate by research firm Yankee Group."[10]

- "In Omaha, Neb., cable giant Cox Communications Inc. has toppled the regional Bell and become the area's largest phone company. Over in New York, Cablevision Systems Corp. has signed up 115,000 phone customers."[11]

- "Over the past four years, the nation's largest phone companies have lost local phone lines by the millions as consumers fled to cellphones and e-mail. Many customers are giving up their second, and even their primary, phone lines. The intrusion by cable

[9] Chapter IV provides an in-depth discussion of the advanced communications landscape, which continues to rapidly evolve, and the technologies that are driving innovation and investment and that are increasing the choices available to consumers.

[10] Grant, Peter. "Here Comes Cable...and it Wants A Big Piece Of The Residential Phone Market." The Wall Street Journal. September 13, 2004. p. R6.

[11] Latour, Almar. "Free for All." The Wall Street Journal. September 13, 2004. p. R1.

companies only made things worse, forcing the Bells to expand into other areas that promise more growth, such as wireless, high-speed Internet and television." [12]

- Email & Instant Messaging continue to be used as substitutes for voice communications. For example, among high-speed Internet users, instant messaging displaced 20% of local calls and email displaced 24% of such calls. Among dial-up Internet users, instant messaging displaced 18% of local calls, and email displaced 23% of local calls.[13]

- EarthLink has announced a new service that will let subscribers make free telephone calls using the Internet.[14]

- "According to Synergy Research Group Inc., Internet phones will account for about a third of the nearly 35 million business lines expected to be added this year, up from 18% last year and less than 4% in 2001."[15]

The following subsections highlight several of the advanced communications technologies that are driving innovation and investment and are spurring this non-traditional, but extremely promising, form of competition in the communications sector.

1. Wireless

In Florida and across the nation, the wireless industry has proven the success of competitive markets that are not overly burdened with costly and unnecessary regulations. Wireless competition is fierce and empowers consumers to make informed choices among numerous options. Approximately 98% of Americans can choose from at least 3 wireless providers, and 83% have a choice of 5 or more wireless carriers.[16] As a result, prices have continually declined (1993 average wireless bill = $61.49, as compared to 2003 average bill = $38.73).[17] In fact, the FCC reported a 13% decrease in the price per minute in 2003.[18] Though

[12] Latour, Almar. "Free for All." The Wall Street Journal. September 13, 2004. p. R1.

[13] J.D. Power & Associates. "2003 Residential Internet Service Provider Study (August 2003)."

[14] Earthlink Free Online Calling. <http://www.earthlink.net/extras/onlinecalling/>. Accessed November 3, 2004.

[15] Totty, Michael. "Is Now the Time For Net Calling." The Wall Street Journal. September 13, 2004. p. R6.

[16] "Innovation: The Keystone of the Commercial Mobile Wireless Experience." Cellular Telecommunications & Internet Association (CTIA) Presentation to FCC. April 2004. <http://files.ctia.org/pdf/CMRSINNOVATIONmar04.pdf>.

[17] "The Wireless Industry and Its Contributions." Cellular Telecommunications & Internet Association (CTIA) Presentation to FCC Wireline Competition Bureau. September 2004. <http://files.ctia.org/ppt/WCB_Wireless_Contributions_Presentation.ppt>.

[18] "Ninth Annual Report and Analysis of Competitive Market Conditions With Respect to Commercial Mobile Services." FCC. WT Docket No. 04-111. September 28, 2004. Page A-11.

wireless prices are decreasing, the wireless industry continues to invest heavily in its network and in innovative new products and services. These trends will be discussed in the following section, along with a focus on Florida's market-based approach regarding the wireless sector and a glance at a few initiatives by the wireless industry to address consumer needs despite the lack of regulatory mandates.

a. Florida's Market-Based Approach to Wireless

In Florida, the Legislature has taken a "hands-off" approach to wireless services generally, allowing the industry to flourish and the state's consumers to benefit from the competition. Commercial mobile radio service (CMRS) (i.e., wireless) providers are expressly excluded from the statute that confers jurisdiction to the Commission over "telecommunications companies."[19] Due to this wireless exemption, the Commission does not make eligible telecommunications carrier (ETC) designations for purposes of universal service funding for Florida CMRS providers; instead, the FCC determines eligibility.[20] Florida CMRS providers do, however, remain expressly liable for certain taxes prescribed by statute and any universal service or other fees pursuant to statute.

Florida's approach to the wireless industry has been extremely successful. Florida's consumers today enjoy the benefits of a vigorously competitive market for cellular service. Approximately 23 wireless competitors serve the state, including all six nationwide providers. Some 77% of Floridians have a choice of five or more wireless carriers. Statewide subscribership is high at over 10 million.[21] With the express statutory exemption, regulatory risk is minimized, and carriers are demonstrably more willing to invest in the state. Finally, consumer welfare is maximized. Florida's consumers benefit from an array of services, offered at competitive prices, by numerous and fiercely competitive providers.

b. Wireless Investment & Innovation

The substantial investment and constant innovation by the wireless industry suggest the effectiveness of deregulatory approaches (like Florida's) with respect to such competitive markets. Even as prices decline, wireless carriers have invested approximately $146 billion

---

[19] Under Section 364.01(1), Florida Statutes, the Commission has jurisdiction over "telecommunications companies," and Section 364.02(13)(c), Florida Statutes, excludes CMRS providers from the statutory definition of a "telecommunications company."

[20] Designation as an ETC allows a company to receive universal service support. The 1996 Act places responsibility on the states to determine which carriers are qualified for universal service funding. However, in cases where the state, like Florida, does not have jurisdiction to make the ETC designation, the FCC will determine eligibility according to 47 U.S.C. § 214(e)(6).

[21] FCC Report on Local Competition: Status as of December 31, 2003. Released June 2004.

nationwide, including over $19 billion in 2003 alone.[22] This investment includes a 17% increase in cell sites in service from year-end 2002 to year-end 2003,[23] which expands coverage and improves overall quality of service.

Wireless carriers are also constantly innovating in order to either meet competitors' offerings or to gain a competitive edge with new features. CMRS-related patents in the United States have increased from 876 in 1996 to a record high of 2,390 in 2003 (not including unlicensed wireless, Wi-Fi, or Ultra Wideband (UWB) patents, which are also on the rise).[24] Innovations such as walkie-talkie functionality, digital camera additions, and voice dialing have become more of a standard feature due to consumer demand and have increased consumer value. While new features are being added, phones are continually decreasing in size, and calling areas are expanding.[25] Carriers are rapidly adding digital services, such as e-mail, calendar, Internet access, and text message functionality, to their cell phones and plans. By year-end 2003, the wireless industry had achieved 140 million digital subscribers.[26] Wireless carriers are also increasingly providing wireless broadband functionality to consumers – directly competing with the popular cable modem and DSL broadband options that together account for the vast majority of the broadband market. These and other substantial strides by the wireless industry – and the resulting benefits for consumers – are occurring in a relatively unregulated market.

c. Wireless Voluntary Efforts

Competitive markets can and do respond to the needs and demands of consumers. In fact, in industries that are as fiercely competitive as the wireless industry, a focus on consumer satisfaction is critical to survival. The following subsections provide a few examples of the wireless industry's voluntary efforts to address consumer issues. These show that market forces work in competitive arenas.

i. Voluntary Consumer Code

In September 2003, CTIA unveiled its "Voluntary Consumer Code," which is designed to encourage greater wireless carrier communication and disclosure to consumers on a voluntary

---

[22] "The Wireless Industry and Its Contributions." Cellular Telecommunications & Internet Association (CTIA) Presentation to FCC Wireline Competition Bureau. September 2004. <http://files.ctia.org/ppt/WCB_Wireless_Contributions_Presentation.ppt>.

[23] "CTIA's Semi-Annual Wireless Industry Survey Results." CTIA. 2004.

[24] "Innovation: The Keystone of the Commercial Mobile Wireless Experience." Cellular Telecommunications & Internet Association (CTIA) Presentation to FCC. April 2004. <http://files.ctia.org/pdf/CMRSINNOVATIONmar04.pdf>.

[25] Luke, Robert. "Cingular: From Elite to Everyman." The Atlanta Journal-Constitution. October 4, 2004.

[26] "Innovation: The Keystone of the Commercial Mobile Wireless Experience." Cellular Telecommunications & Internet Association (CTIA) Presentation to FCC. April 2004. <http://files.ctia.org/pdf/CMRSINNOVATIONmar04.pdf>.

basis.[27] Among other aspects, "the Code" requires companies to disclose key rates and terms of service,[28] requires various disclosures in product advertising, and calls for trial usage periods, better billing of taxes and fees, and stronger privacy policies. The Code also includes a promise to work with state agencies like the Commission to better coordinate responses and resolve consumer complaints, even though wireless companies are not subject to Commission jurisdiction.

Ultimately, either wireless providers will respond effectively to the concerns of their customers, or they will suffer a quick demise as customers migrate to one of their numerous competitors. This basic reality serves to police this industry without the need for the heavy hand of regulation seen in other venues. In competitive markets such as this one, voluntary disclosure of terms and conditions of service is far preferable to regulation of those terms and conditions. Such regulation imposes often-substantial transaction costs on carriers, and these transaction costs are, directly or indirectly, passed on to consumers. The bottom line is that, in a competitive market like wireless, the market will respond to consumer needs better – and at less cost – than will simply more regulation.

ii. Voluntary Anti-SPAM Efforts

The wireless industry has been proactive in stamping out text-messaging spam. On March 11, 2004, the FCC considered a Notice of Proposed Rulemaking (NPRM) and Further NPRM to protect consumers from unwanted mobile service commercial messages under the CAN-SPAM Act. Congress directed the FCC to take into consideration the "unique technical aspects" of wireless devices, including their small screen size and limited keyboards, when formulating such rules. In committing to working with the FCC to address this issue, Steve Largent, the President & CEO of CTIA, stated, "CAN-SPAM not only limits unwanted messages, but also governs all types of commercial e-mail. Mobile devices, with their smaller screens, limited keyboards and finite message lengths present a special challenge for commercial messages, which must include such extras as an easy way to opt-out."

iii. Voluntary Consumer Complaint Assistance

Even prior to the Voluntary Consumer Code, many wireless carriers worked with states (regardless of state jurisdiction over wireless providers) to quickly resolve wireless complaints received by state commissions and other relevant state agencies. For example, although the Commission has no jurisdiction over wireless providers, several wireless carriers provide the

[27] See CTIA's website at http://www.ctia.org/wireless_consumers/consumer_code/index.cfm for a list of carriers that have "fully implemented and adopted the Consumer Code."

[28] Many wireless carriers provide consumers with detailed information on their websites regarding billing, terms and conditions of service, and "frequently asked questions," to better assist consumers in making informed decisions. As but one example, Cingular Wireless' website at: www.cingular.com includes helpful links such as "plan terms," "return policy," "common questions," and "understanding your bill," presumably aimed at providing consumers with information they seek.

Commission with phone numbers of individuals within their companies that will be able to provide more direct assistance to the consumer.

2. Voice over Internet Protocol (VoIP)

Florida leads the nation in recognizing the potential benefits of voice over Internet protocol (VoIP) technologies for consumers. Consistent with the goal of promoting competition and in order to allow the technology to flourish in the state, the Florida Legislature took the proactive step of declaring VoIP "free of unnecessary regulation" and exempting it from the statutory definition of "service" for purposes of Commission regulation. This model has already spurred several companies, such as Vonage, AT&T, and Bright House Networks, to offer VoIP service – a technology that makes use of a broadband connection to deliver voice service, at least in part, over the Internet – in Florida.

As Forbes recently reported:

> Unlike the regulated monopolies of old, VoIP service is inherently competitive--even hyper-competitive. A customer's VoIP phone company (such as AT&T or Vonage) no longer needs to own the physical wire into their customers' homes. Instead, the calls hitch a free ride on customers' existing broadband Internet connections. The result: Instead of one phone company having a lock on a consumer, an unlimited number of VoIP companies like Vonage and AT&T can compete for a customer's business.[29]

VoIP service providers, an ever-growing group of diverse companies, are driving innovation. AT&T, for instance, offers innovative call-conferencing features as well as a "do not disturb" feature to block unwelcome calls.[30] Vonage and Boingo Wireless recently announced their partnership to make voice over Wi-Fi services available to customers, specifically targeting the business traveler by providing greater mobility of the Vonage VoIP product.[31] Internet service providers (ISPs) are also offering Internet-based phone services. Earthlink, for example, has followed AOL's lead by recently announcing a new service that will allow its subscribers to make **free calls** using the Internet so long as there is a computer on the other end that is connected to the Internet and has added the capability to receive such calls.[32]

---

[29] Woolley, Scott. "Cheap Talk." Forbes.com. October 4, 2004. <http://www.forbes.com/2004/10/04/cz_sw_1004voip.html>.

[30] AT&T CallVantage Plans & Pricing. <https://www.callvantage.att.com/signup/OfferDetails?offerid=CPCVU&soac=76613>. Accessed November 3, 2004.

[31] Vonage Holdings Corporation. "Boingo Wireless And Vonage Team to Simplify Wireless VoIP Services." Press Release. October 18, 2004. <http://www.vonage.com/corporate/press_index.php?PR=2004_10_18_0>. Accessed November 3, 2004.

[32] Earthlink Free Online Calling. <http://www.earthlink.net/extras/onlinecalling/>. Accessed November 3, 2004.

Price wars between VoIP providers have already begun. Following AT&T's[33] October 1, 2004 announcement that it was dropping the price of its CallVantage offering to $30 per month, Vonage announced the same day that it was dropping its price to $25 per month.[34] In its coverage of this price war, Forbes.com has found that the local Bells stand to lose from this trend, noting that, "According to the U.S. Federal Communications Commission, local phone service is the only major telecom service whose price has risen in this century."[35] The article adds that, "The recent price cuts will make old-fashioned phone service look even more expensive."[36] Some of the Bells are even responding with offers to match some of the more popular elements of their VoIP competitors' products. For instance, SBC is the latest Bell company to offer a single messaging system, allowing subscribers of SBC's local phone service to access messages from home phones, cellphones (provided a subscriber of Cingular, an SBC affiliate), e-mail, and faxes in a single place by checking by phone or over the Internet.[37]

While VoIP is not an exact substitute for traditional telephone service, in terms of technology, it is nonetheless benefiting consumers – even those that stick with traditional landline service. VoIP's competition with local telephone companies may lead to more competitive plans and pricing by the local providers than might have otherwise occurred. Perhaps more importantly, VoIP provides options for consumers. VoIP options often include many enhanced features beyond traditional voice service that a consumer may value more than those attributes they have given up by switching to an alternative technology. Though some might discount VoIP's significance in the telecommunications industry, the low costs to enter the voice market via this technology, the ease of adding marketable features to the service, and the relatively hands-off regulatory treatment (at least in states like Florida), would appear to make it a viable contender for the consumer communications dollar.

In determining the optimal regulatory treatment of VoIP, policymakers might consider the success of the relatively "hands off" regulatory approach taken with respect to the wireless industry. Although initially underestimated as a competitor to traditional phone service, wireless service now offers features that today's standard wireline phone has not matched – such as instant messaging, calendars, cameras – all in addition to mobility – and at prices that consumers find competitive.

---

[33] AT&T CallVantage Plans & Pricing.<http://www.usa.att.com/callvantage/plans/index.jsp?soac=64528>. Accessed November 3, 2004.

[34] Vonage Premium Unlimited Plan. <http://vonage.com/products_premium.php>. Accessed November 3, 2004.

[35] Woolley, Scott. "Cheap Talk." Forbes.com. Oct. 4, 2004. <http://www.forbes.com/2004/10/04/cz_sw_1004voip.html>.

[36] Ibid.

[37] SBC Unified Communications Lite Pricing. <http://www05.sbc.com/Products_Services/Residential/ProdInfo_1/1,,1351--12-3-12,00.html>. Accessed November 3, 2004.

3. Broadband over Power Line

Broadband over power line communications (BPL or Access BPL), another promising technology in the competitive telecommunications arena, uses the largely untapped communications capabilities of the nation's power grid. Because power lines reach virtually every home and community, BPL provides potential to become an additional major communications pipe into the home. The Federal Energy Regulatory Commission (FERC) and the Federal Communications Commission (FCC) have been examining the technology and its ability to improve communications for the American public and enhance power supply system management.

By a joint statement on October 14, 2004, Chairman Pat Wood III of the FERC and Chairman Michael K. Powell of the FCC agreed that BPL holds great promise for the American public. Specifically, FERC Chairman Wood and FCC Chairman Powell stated that:

- Ubiquitous broadband deployment is important to the economic, educational, social, medical, and cultural welfare of the country. In order to achieve this goal, national policies should facilitate rapid deployment of all broadband technologies, including BPL. Policymakers at all levels should coordinate their efforts to promote a minimally intrusive policy framework for such technologies.

- The provision of high-speed communications capabilities over utility poles and electric power lines provides an opportunity to increase the competitive broadband choices that are available to customers and the power supply system management options of utilities.

- These services should be allowed to develop according to market demands with minimal regulation.

Chairman Wood and Chairman Powell have urged utilities to pursue new and developing technologies, such as BPL. In addition, they agreed to continue to encourage the development of new technologies that provide additional competitive broadband options, promote continued U.S. leadership in broadband technology, and improve power supply system security, reliability, and efficiency. They also agreed to monitor experience with Access BPL to ensure that existing regulations do not stifle the development of this nascent technology.

As part of its goal to promote access to broadband services for all Americans and to encourage new facilities-based broadband platforms, the FCC also adopted changes to its rules to encourage the development of Access BPL systems while safeguarding existing licensed services against harmful interference.[38] In areas where consumers already have broadband access, BPL can enhance competition by providing another broadband alternative.

[38] Report and Order (FCC 04-245), Federal Communications Commission, ET Docket No. 04-37, October 14, 2004.

The Southern Company recently shared its evaluation of BPL technology with the Commission.[39] It referred to recent and anticipated advances, including: improved technology, multiple active BPL vendors, and faster computing capability in chip sets. Southern listed some factors that may create a window of opportunity, including: growth in broadband demand; increased penetration rates for DSL and cable modems; and concerns about availability and reliability of DSL and/or cable in some areas. Southern said that many utilities are testing BPL. Southern concluded that BPL technology works; the question now shifts to "how well."

B. DECLINE OF TRADITIONAL TELECOM SECTOR

According to the October 2004 U.S. Chamber of Commerce Report, "Sending the Right Signals: Promoting Competition Through Telecommunications Reform," post-1996 Telecom Act losses have been substantial. Market capitalization in telecommunications plummeted from $1,135 billion in March 2000 to $375 billion by July 2004 – a staggering 67% decline. A similar trend was observed with respect to the communications equipment manufacturers, experiencing a 74% decline in market capitalization ($1,282 billion to $338 billion) over the same time period. Job losses followed suit, with a loss of 380,500 jobs between March 2001 and May 2004 in telecom service, Internet service, and equipment manufacturing. In fact, 29% of jobs lost during this period were in telecommunications.[40]

The U.S. Chamber's report suggests that some federal and state regulatory policies are depriving the communications sector of substantial innovation and investment that could put the ailing sector on the road to recovery. The report maintains that ". . . regulators are regulating for a world that no longer exists, one of limited telecommunications technologies and limited competition in the field."[41] While not all customers have numerous alternatives to traditional telephone service today, the decline of the traditional telecom sector – and the emergence of alternatives to traditional telephony - are hard to ignore. ILEC access lines are decreasing, due at least in part to competitive technologies such as wireless, broadband, and VoIP.

Florida-specific data supports this trend of declining ILEC access lines. Specifically, ILECs lost 12% of their lines to CLECs and intermodal competitors between 2001 and 2004.[42] Even in the face of continued Florida population growth, the net number of residential access lines continues to decline. In the most recent reporting period, ILEC residential losses of almost

[39] Presentation to the Florida Public Service Commission on Broadband over Power Line Technology by the Southern Company. Florida Public Service Commission Internal Affairs Meeting. August 16, 2004.

[40] "Sending the Right Signals: Promoting Competition Through Telecommunications Reform." U.S. Chamber of Commerce. October 6, 2004. The Commission notes that its reference to this study should not suggest an endorsement of the policies or conclusions contained therein.

[41] "Sending the Right Signals: Promoting Competition Through Telecommunications Reform." U.S. Chamber of Commerce. October 6, 2004. Page 3.

[42] Responses to Commission Data Requests.

399,000 lines were slightly offset by approximately 3,400 additional CLEC lines.[43] While some of this line loss is attributable to secondary phone lines (used for dial-up Internet access) being replaced with DSL or cable modem service, other intermodal competitors such as wireless and VoIP service providers are believed to account for some of the difference as well.

Not even the regional Bell companies are protected from the risks of today's increasingly competitive market, as they too are facing the pressures of access line loss in their core business along with other ILECs. "The threat [to the phone companies] from cable is not theoretical," says Scott Cleland, CEO of Precursor, a research firm that serves institutional investors. "It is real, and it is devastating." He notes that in Orange County, California, and Omaha, Cox [Cable] has a 40 percent market share for voice.[44] As one Wall Street Journal reporter put it, "For the Bells, it's time to adapt or die."[45] The Bells are losing a substantial number of access lines to competitors – to wireline competitors and to newer rivals such as wireless companies and VoIP providers.

Wall Street has observed this trend and has reservations about the outlook for traditional phone companies, including those that sprung from Ma Bell. In September 2004, the Wall Street Journal reported that:

> Sometime in the next week, Standard & Poor's, citing a deterioration in their core phone businesses, likely will lower its credit rating for the three biggest Baby Bell telephone companies: Verizon Communications Inc., SBC Communications Inc. and BellSouth Corp. Such a move would be the first time the ratings firm has acted against these three companies at once....The potential downgrade highlights how significantly the business has changed for the nation's three largest local phone companies, which once had near monopolies in their regions. In the past few years, though, they have lost millions of local phone lines as people switch to wireless phones and Internet phone service provided by cable-television companies and upstart phone companies such as Vonage Holdings Corp. Five years ago, BellSouth was rated Triple-A, S&P's highest rating, while Verizon hasn't seen its rating cut in more than four years.[46]

Even as the Bells attempt to address their relative weaknesses in providing the complete bundle of voice, video, and data by investing in concepts such as movies on demand over the Internet, telecom investors show apprehension, and shares remain relatively flat.[47]

---

[43] Responses to Commission Data Requests.

[44] Pethokoukis, James. "War of the Wires." U.S. News & World Report. Sept. 27, 2004. <http://www.usnews.com/usnews/issue/040927/tech/27cable.htm>.

[45] Rhoads, Christopher. "Outside the Lines." The Wall Street Journal. September 13, 2004. Page R6.

[46] Brown, Ken and Lucchetti, Aaron. "Downgrades Toll For 3 Baby Bells As Core Lines Weaken." The Wall Street Journal. September 27, 2004. p. C1.

[47] Latour, Almar. "Free For All." The Wall Street Journal. September 13, 2004. p. R1.

While there are numerous policy proposals aimed at reversing the continued decline of the traditional telecommunications sector, the aforementioned U.S. Chamber of Commerce study serves as a recent example. To promote investment, the Chamber recommends the following reforms: (1) Phase out rules that require network-sharing, and end regulated wholesale rates set at theoretical costs; (2) Increase availability of prime radio spectrum to commercial wireless providers; (3) Exempt both high-speed cable modem and DSL from common carrier regulations through classification as "information services," and preempt state regulation altogether; (4) Exempt all regulation of VoIP through classification as an "information service," and preempt state regulation altogether; (5) Collect funds for achieving universal service goals in a competitively neutral manner, such as appropriations from general tax revenues; and (6) Disperse universal service funds directly to targeted consumers to allow consumers to choose among communications alternatives. By implementing these six recommendations, the Chamber estimates substantial economic improvements, including $58 billion in new capital investment over five years, increased productivity, increase in average employment levels of over 212,000 jobs in five years, accelerated rollout of innovative products and services, added consumer value, achievement of social policy objectives like universal service, and enhanced U.S. competitiveness in the global arena.[48] The Commission notes that it has neither analyzed nor endorsed this study. Whether its conclusions or recommendations have merit, the study points out that the health of the telecommunications sector is of significant enough importance to our economy to warrant close examination by policymakers.

[48] "Sending the Right Signals: Promoting Competition Through Telecommunications Reform." U.S. Chamber of Commerce. October 6, 2004.

CHAPTER III : STATUS OF LOCAL COMPETITION IN FLORIDA

A. WIRELINE MARKET SHARE ANALYSIS[49]

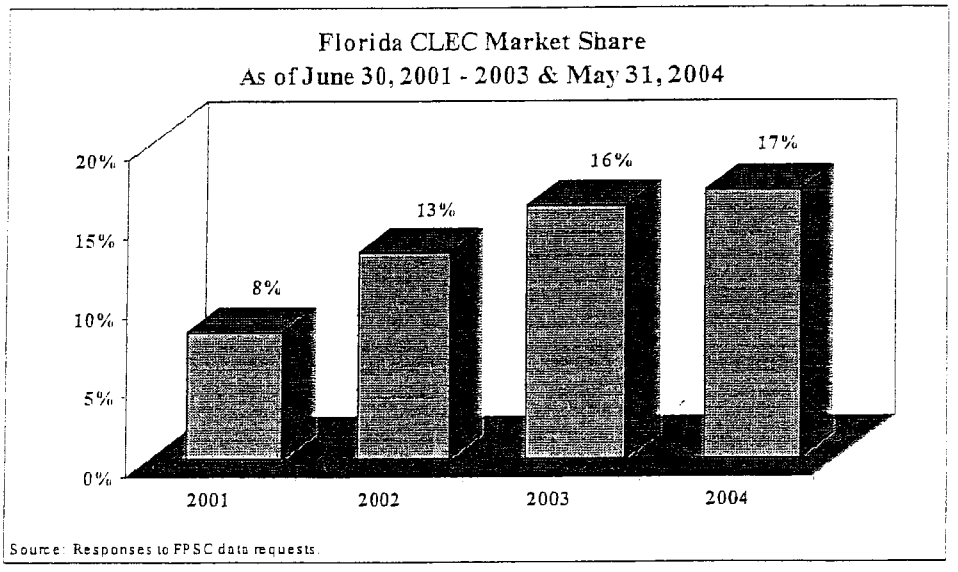
1. CLEC Market Share Growth[50]

Calculations based on responses to the Commission's data request indicate the following Florida market share information as of May 31, 2004:[51]

- Overall CLEC market share increased to 17% from 16% last year.
- CLEC business market share is 30%, the same as last year.
- CLEC residential market share increased to 10% from 9% last year.

Figure 1 provides the overall CLEC market shares for 2001 through 2004.

Figure 1



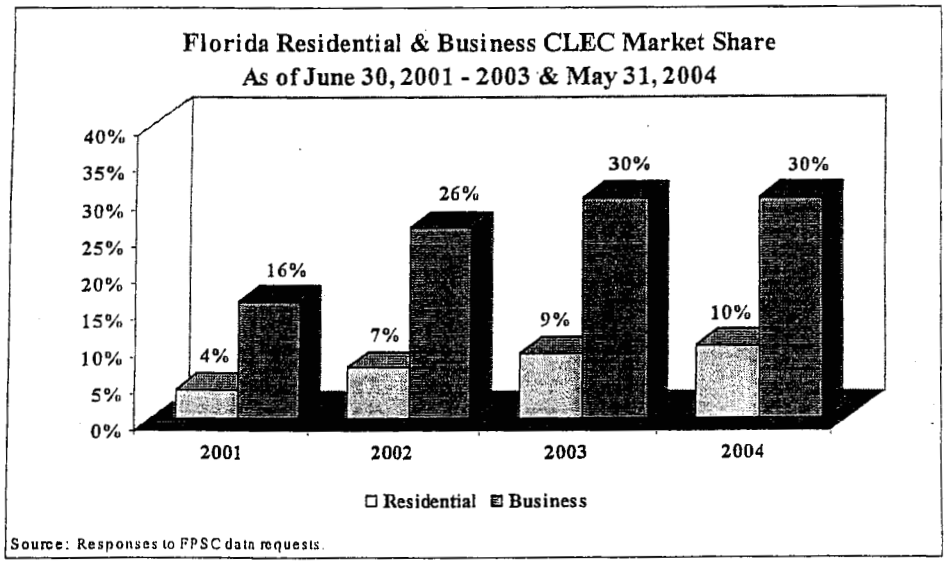
[49] This section discusses data regarding the market shares of incumbent and competitive local exchange providers. It does not analyze the overall market for voice communications or the market share of non-jurisdictional companies (e.g., wireless or VoIP providers).

[50] CLEC business line counts reported in the 2003 Annual Report on Competition have been restated for the 2004 report. This revision was necessary because a CLEC that reported a substantial number of lines for the 2004 report failed to submit its data in time to be included in the 2003 report. Restating the 2003 lines results in more comparable year-to-year figures. The restated 2003 data affected business lines only and are reflected in Figures 2 through 4, 6 through 9, and Tables 1 through 5 that follow.

[51] Commission results may differ from that reported by the FCC for comparable periods due to FCC procedures that capture data only from CLECs serving 10,000 or more access lines.

Figure 2 provides a breakdown of the CLEC residential and business market shares.

Figure 2



Source: Responses to FPSC data requests.

2. Access Line Comparisons

Based on responses to the Commission's data requests, local exchange companies were serving 11,715,986 lines in Florida as of May 31, 2004. Table 1 summarizes the changes in access lines for both ILECs and CLECs for the 2001 through 2004 reporting periods. Total access lines in Florida declined approximately 1/2% in the reporting period, the third straight year of decline. Business lines showed a strong increase during the year, but were offset by a significant loss of residential lines, presumably to broadband, wireless and VoIP providers. Total access lines in Florida have declined 3% since 2001. Over this same period, ILECs have lost 12% of their lines to CLECs, broadband and intermodal providers. CLEC lines have increased by 107% since 2001. However, the number of CLEC lines has increased by only 6% since 2003. (See further discussion of access line trends in Section II.B.)

Table 1 Florida Access Line Comparison

	2001			2002			2003			2004			Increase over 2001
	Residential	Business	Total	Residential	Business	Total	Residential	Business	Total	Residential	Business	Total	
ILECs	7,931,047	3,139,959	11,071,006	7,513,073	2,748,419	10,261,492	7,203,749	2,688,870	9,892,619	6,804,789	2,925,322	9,730,111	<12%>
CLECs	366,653	594,223	960,876	546,040	959,294	1,505,334	726,638	1,143,936	1,870,574	730,094	1,255,781	1,985,875	107%
Total	8,297,700	3,734,182	12,031,882	8,059,113	3,707,713	11,766,826	7,930,387	3,832,806	11,763,193	7,534,883	4,181,103	11,715,986	<3%>

Source: Responses to FPSC data requests.

3. CLEC Market Penetration by ILEC Service Area

Table 2 provides a breakdown of ILEC access lines by the three major ILECs (BellSouth, Sprint, and Verizon) and a total line count for the rural ILECs (ALLTEL, Frontier, GT Com, ITS, Northeast Florida, Smart City and TDS/Quincy). The rural ILECs' lines are combined to preserve the confidentiality of CLEC lines. CLECs show the heaviest market penetration in BellSouth's territory, followed by the territories of Verizon and Sprint, then the rural ILECs.

Table 2 Florida CLEC Market Penetration by ILEC as of May 31, 2004

	ILEC			CLEC			Total			CLEC Share		
ILEC	Res	Bus	Total	Res	Bus	Total	Res	Bus	Total	Res	Bus	Total
BellSouth	3,724,738	1,677,735	5,402,473	665,725	895,036	1,560,761	4,390,463	2,572,771	6,963,234	15%	35%	22%
Verizon	1,580,228	597,162	2,177,390	24,140	231,631	255,771	1,604,368	828,793	2,433,161	2%	28%	11%
Sprint	1,357,953	599,258	1,957,211	37,275	125,738	163,013	1,395,228	724,996	2,120,224	3%	17%	8%
Rural ILEC	141,870	51,167	193,037	2,954	3,376	6,330	144,824	54,543	199,367	2%	6%	3%
Grand Total	6,804,789	2,925,322	9,730,111	730,094	1,255,781	1,985,875	7,534,883	4,181,103	11,715,986	10%	30%	17%

Source: Responses to FPSC data requests

Figure 3, showing CLEC market share by ILEC, reflects some growth in CLEC penetration during the reporting period, although less growth than in previous years. Data also show CLEC market share in BellSouth's territory is more than double that achieved in Verizon's territory and almost triple that achieved in Sprint's territory. The key factors underlying this differential are that BellSouth has lower UNE rates and its territory includes the most densely populated areas of the state. These factors combined offer more favorable conditions for CLECs to compete.

Figure 3

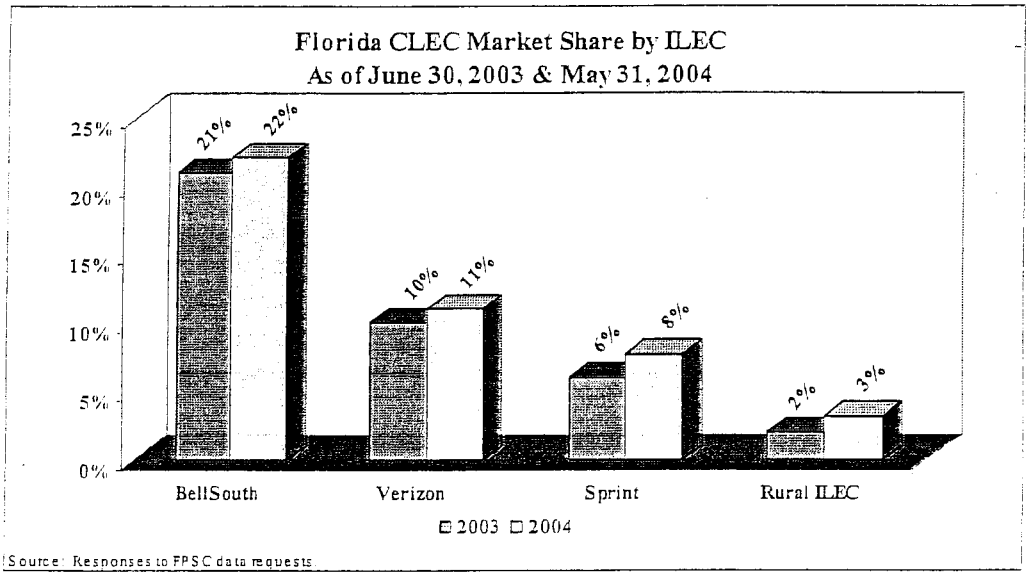
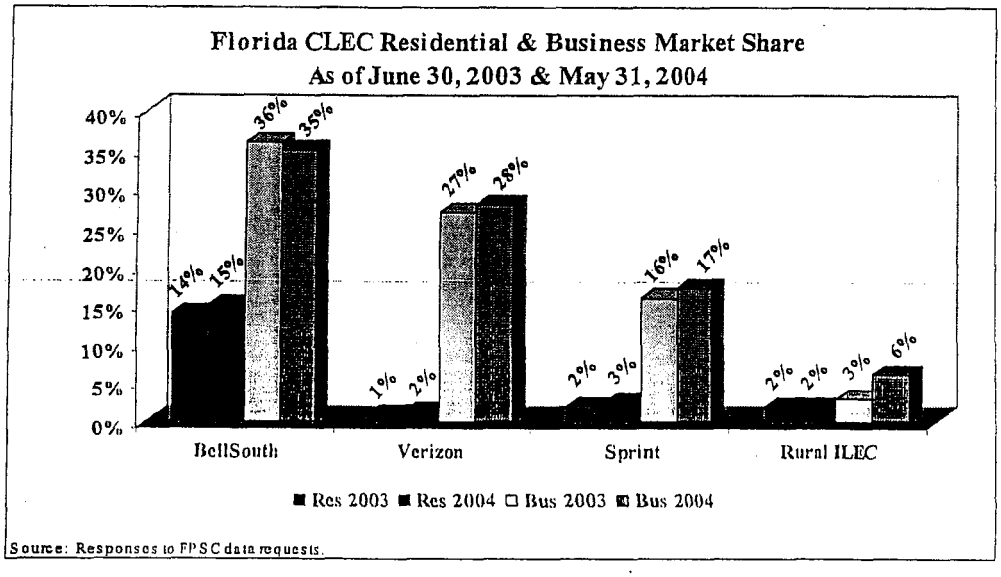


Figure 4 shows CLEC share of the residential and business markets by ILEC. The figure highlights that substantial residential competition is taking place mainly in BellSouth's territory. As will be discussed later, CLECs currently rely primarily on UNE-P to serve the residential

market, and UNE-P rates are lowest in BellSouth's territory. While additional reasons may exist, CLECs appear to have found it less profitable to enter the residential markets (at least using the UNE-P strategy) in Verizon's and Sprint's territories due to low margins between the ILEC's local rates (which ILECs and some facilities-based CLECs argue are artificially low) and the UNE-P rates (which many CLECs argue are too high).

Figure 4



4. Competitive Presence by Exchange

Table 3 shows that the number of exchanges with three or more competitors continues to increase, although at slower rates of increase than in previous years.[52] The number of exchanges with three or more CLECs increased from 243 in 2003 to 248 in 2004. Three or more CLECs now compete in 90% of Florida exchanges compared to 87% last year. However, the number of exchanges without CLEC providers increased from 8 in 2003 to 13 this year. Overall, approximately 95% of Florida exchanges have at least one CLEC competitor.

[52] The 2003 Report erroneously stated that the number of exchanges with two or more CLECs was 12; the correct number was 11.

Table 3 Summary of Florida Exchanges With & Without CLEC Providers			
	2002	2003	2004
Exchanges with one CLEC provider	20	15	13
Exchanges with two CLEC providers	14	11	3
Exchanges with three or more CLEC providers	229	243	248
Exchanges without a CLEC provider	14	8	13
Exchanges without a business CLEC provider	61	57	56
Exchanges without a residential CLEC provider	19	13	17
Total exchanges in Florida	277	277	277

Source: Responses to FPSC data requests.

As the following tables indicate, CLECs concentrate on larger metropolitan areas. As discussed in our 2003 report, there are a number of reasons for this. The majority of Florida's most populated exchanges are in BellSouth's territory. Higher population densities improve economies of scale. These economies are reflected in BellSouth's costs and resulting UNE rates and explains in part why each exchange shown in Table 4 is in BellSouth's territory.

Table 4 Florida Exchanges with the Most CLEC Providers						
	Residential		Business		Total CLEC Providers	
Exchange	(2003)	(2004)	(2003)	(2004)	(2003)	(2004)
Miami	78	85	65	81	98	110
Fort Lauderdale	73	82	54	70	91	106
West Palm Beach	68	82	53	67	86	105
Orlando	67	76	53	62	88	104
Jacksonville	67	76	49	64	84	103
Hollywood	69	77	45	59	47	100
Coral Springs	53	77	35	61	67	99
North Dade	64	71	53	57	84	92
Perrine	55	66	42	52	74	87
Daytona Beach	54	56	41	52	75	82

Source: Responses to FPSC data requests.

Table 5 further illustrates the concentration of CLECs in the larger metropolitan areas. This table shows that 58% of CLEC access lines are concentrated in the ten largest Florida exchanges, whereas these exchanges serve 44% of total access lines in Florida. Six of the largest exchanges are in BellSouth's territory, three are in Verizon's, and one is in Sprint's. For reasons mentioned previously, CLECs have achieved significant residential market penetration only in the BellSouth exchanges.

Table 5 Ten Largest Exchanges CLEC Market Share by Customer Type											
			Total Lines in Exchange			CLEC Total			CLEC Market Share		
	Exchange	ILEC	Res	Bus	Total	Res	Bus	Total	Res	Bus	Total
1	Miami	BellSouth	661,666	536,100	1,197,766	115,057	180,308	295,365	17%	34%	25%
2	Tampa	Verizon	445,673	338,277	783,950	10,486	110,541	121,027	2%	33%	15%
3	Fort Lauderdale	BellSouth	300,925	253,998	554,923	60,408	106,105	166,513	20%	42%	30%
4	Jacksonville	BellSouth	303,666	233,391	537,057	59,271	90,282	149,553	20%	39%	28%
5	West Palm Beach	BellSouth	326,746	166,876	493,622	43,550	53,658	97,208	13%	32%	20%
6	Orlando	BellSouth	268,556	216,786	485,342	42,987	89,883	132,870	16%	41%	27%
7	Hollywood	BellSouth	221,784	95,220	317,004	54,997	37,285	92,282	25%	39%	29%
8	St. Petersburg	Verizon	213,830	101,524	315,354	2,729	25,346	28,075	1%	25%	9%
9	Clearwater	Verizon	199,073	103,788	302,861	1,757	37,755	39,512	1%	36%	13%
10	Tallahassee	Sprint	101,155	119,575	220,730	4,343	18,352	22,695	4%	15%	10%
Grand Total			3,043,074	2,165,535	5,208,609	395,585	749,515	1,145,100	13%	35%	22%
% of Total Lines in FL			40%	52%	44%	54%	60%	58%			

Source: Responses to FPSC data requests.

A complete listing of CLEC providers by exchange is shown in Appendix B. The listing indicates that in the majority of Florida's exchanges, the number of CLEC providers has increased in both the residential and business marketplace.

B. STATUS OF COMPETITIVE MARKETS

1. Changing Market Trends

The previous section provided a description of the current market share positions of the Florida ILEC and CLEC providers. This section examines the underlying changes in access lines since 2001. This examination includes a closer look at the growth trends indicated by the data in Table 1 on page 21.

a. Overall Access Line Trends

The first trend discussed is the disparate growth rates for Florida residential access lines and Florida business access lines. From 2001 to 2002, total Florida access lines declined for the first time. However, as Figure 5 shows, business lines have since recovered and exhibited a particularly strong growth of 9% in 2004. This points to a strong business climate in Florida as an underlying factor. Residential lines, in contrast, show continued declines. A drop of 5% in 2004 represents the largest annual percentage loss to date. This decline indicates that traditional access lines are likely being lost to residential broadband providers and intermodal competitors. Intermodal competitors are those such as cable and wireless carriers providing service using their own technology and facilities rather than traditional telephone facilities.

Figure 5

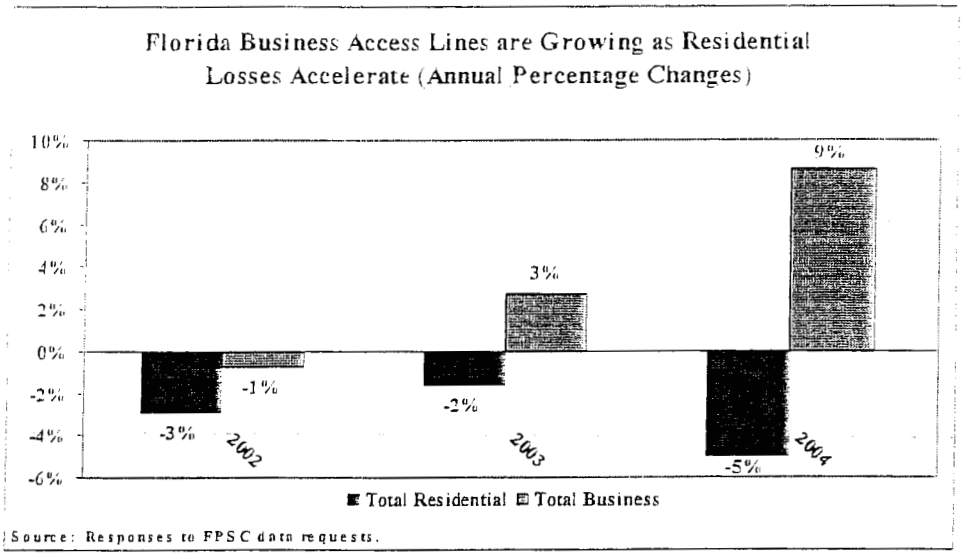
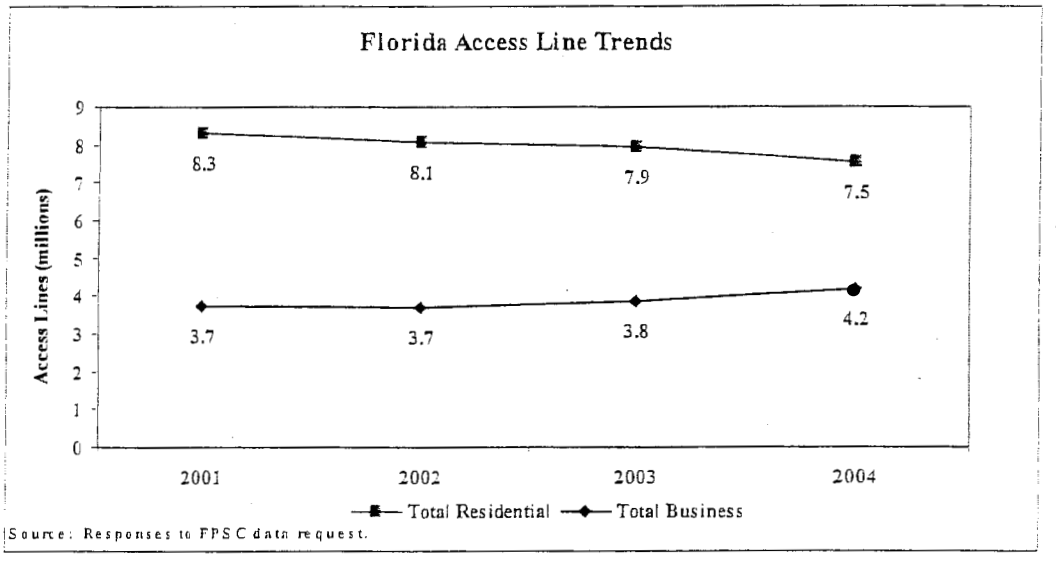


Figure 6 presents the data in terms of absolute line counts. This shows a loss of nearly 763,000 residential access lines over the past three years, with total residential access lines declining to 7.5 million lines. In the same period, businesses have added approximately 447,000 lines to total approximately 4.2 million.

Figure 6



b. ILEC versus CLEC Line Trends

Examining CLEC and ILEC access line growth, the data appear to indicate that both CLECs and ILECs are finding it increasingly difficult to compete in today's market and regulatory environment. Revealing that CLECs are not the beneficiaries of the recent ILEC access line decline, Figure 7 shows a large reduction in CLEC access line growth since 2001. While CLECs achieved 57% gains in overall access lines in 2002, and 24% growth in 2003, there was only marginal overall growth of 6% in 2004. This was comprised entirely of gains in the business market where annual growth was 10%. In the residential market, CLECs essentially had no growth, down from a 49% growth rate only two years earlier.

Figure 7

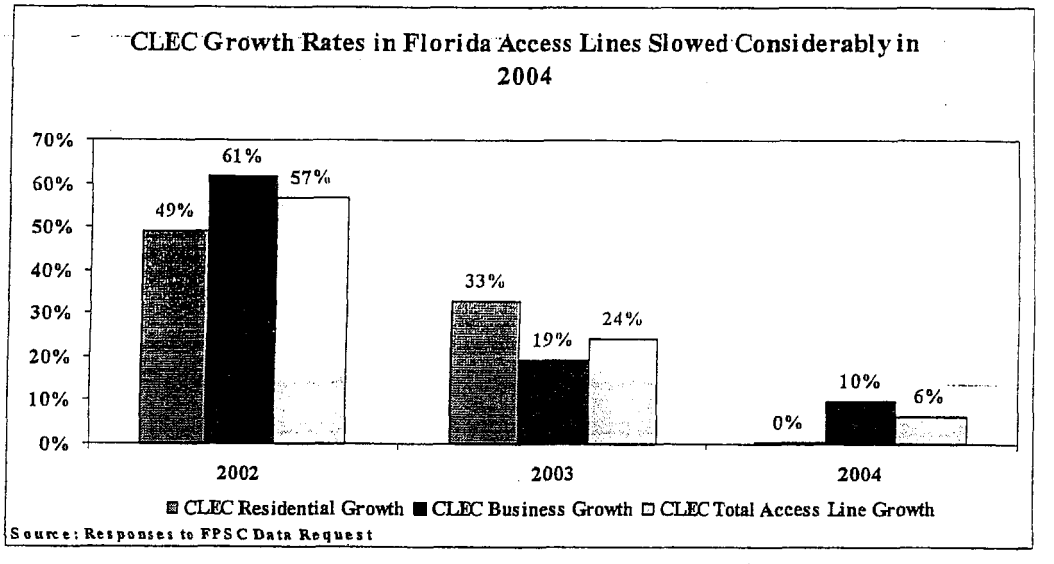
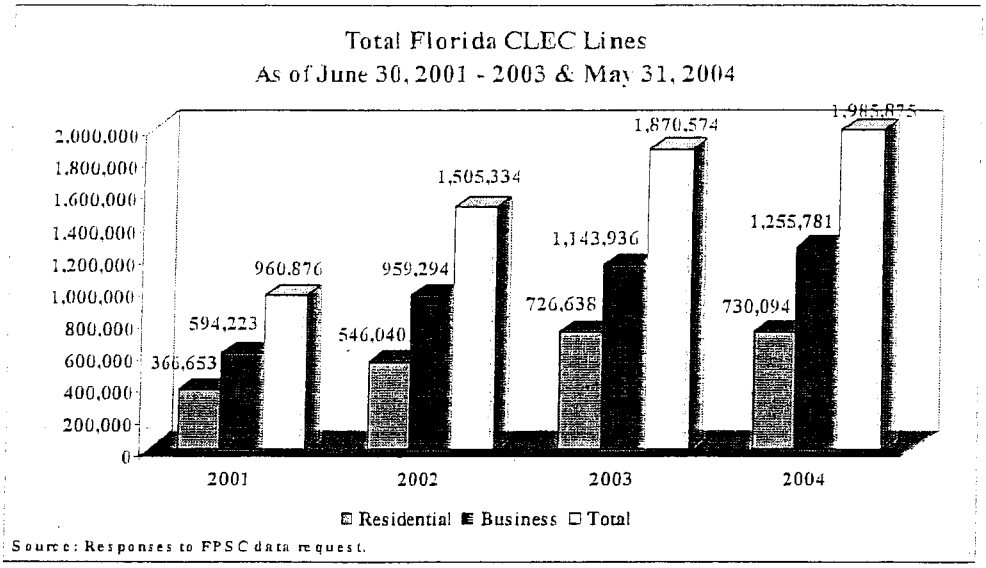


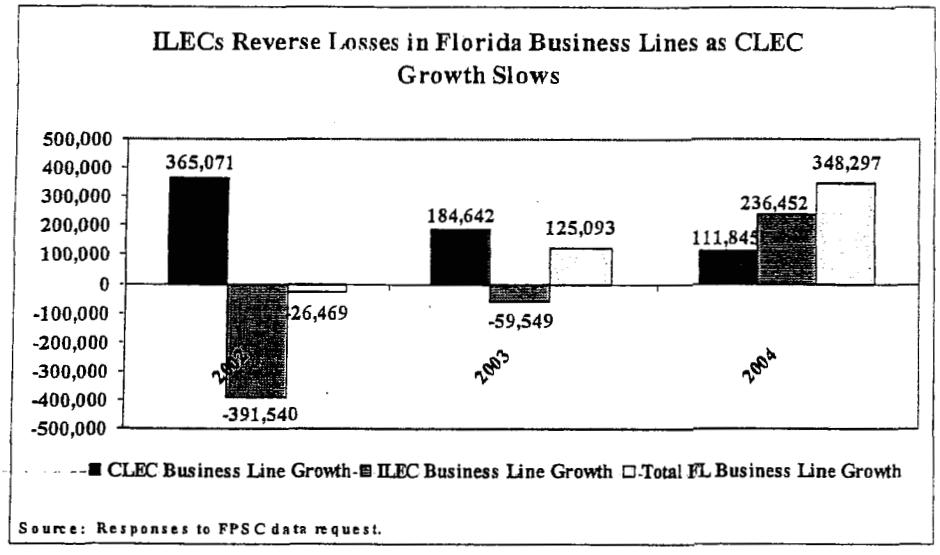
Figure 8 illustrates the percentage growth in CLEC access line counts for the most recent three years. The number of CLEC residential and business access lines each doubled from 2001 to 2004. The slow growth in 2004 is again distinguished from the strong gains of previous years.

Figure 8



Since Florida markets were opened to competition with the 1995 Florida act and the 1996 federal act, CLECs have made the greatest penetration in the business market. In competition with CLECs, ILECs have been offering discounted services to small and medium-sized businesses willing to sign extended contracts. These ILEC programs appear to be effective, as indicated by recent trends in business access lines. While total business line growth in 2004 was 9% (as shown in Figure 5) and CLECs maintained business line growth of 10% (Figure 7), this data does not capture the true magnitude of the shift in new business market share. Figure 7 above reveals that CLEC business line growth has fallen dramatically since the 61% growth posted in 2002. Further, Figure 9 below shows that the recent trend of ILEC business line losses and strong CLEC gains has reversed in 2004. In 2002 ILECs lost almost 400,000 business lines and CLECs gained over 365,000 such lines. In 2004 CLECs gained only 111,845 business lines, while ILECs gained over 236,000, accounting for 68% of the 2004 business line growth. Net business gains by both ILECs and CLECs, which occurred for the first time since 2001, indicate an improving business climate for the state as a whole.

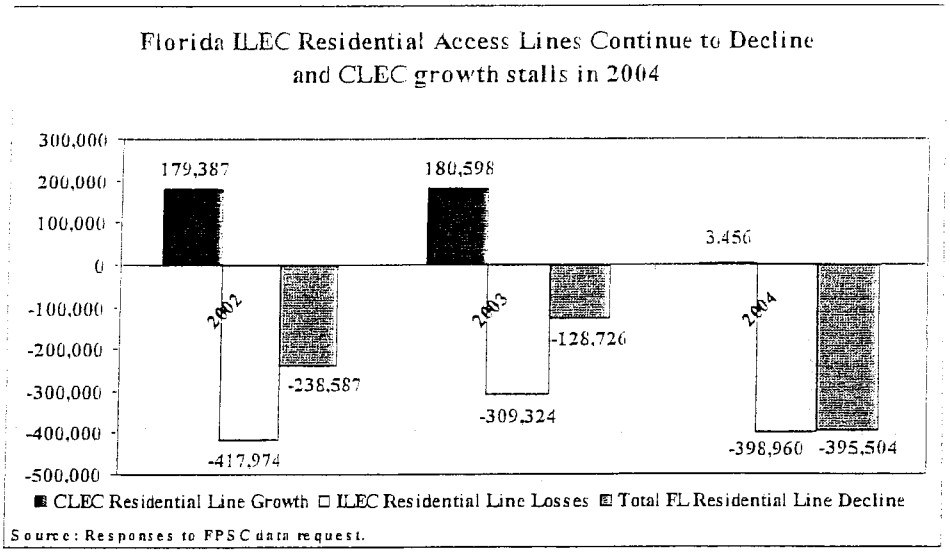
Figure 9



Just as in the business market, CLECs have seen strong growth rates in residential lines sharply curtailed in 2004. After gaining over 180,000 lines in 2003, as shown in Figure 10, CLECs saw only a marginal increase of 3,456 residential access lines in 2004. This decline in growth rates may be attributable to a number of factors, including: an overall depressed telecom sector; decreases in the level of capital flowing from Wall Street to the CLEC community; regulatory uncertainty regarding the fate of UNE-P; BellSouth's re-entry into the long distance market; price and service competition from ILECs' and others' bundled service offerings;[53] and competition from intermodal competitors such as wireless, cable and VoIP carriers.

[53] These bundled offerings may include choices of local, long distance, DSL, and now satellite TV and wireless services at discounted prices.

Figure 10



While the net number of business lines increased for this reporting period, the net number of residential access lines continued to decline, even in the face of continued Florida population growth. The largest net loss to date occurred in the 2004 reporting period when ILEC residential losses totaled approximately 399,000 lines and CLECs added only 3,456 residential lines. This points to the growing number of lines replaced by broadband connections and the influence of intermodal competition in the residential voice market. Intermodal competition is discussed in greater detail in Chapter IV.

Section 271 of the 1996 Act also has contributed to the development of the competitive environment faced by market participants today. Section 271 allowed the RBOCs to re-enter the market for long distance services, subject to an extensive pre-qualification process by the FCC and state commissions. BellSouth began offering long distance service in Florida after receiving FCC approval for the Florida market in December 2002. Upon re-entry into long distance, RBOCs quickly achieved significant market share. In July 2004, BellSouth announced a total of 5.1 million long distance customers and 39.7% penetration of its mass market customers region-wide. In Georgia and Louisiana, where BellSouth first gained 271 approval two years ago, the penetration rate is up to 44.1%. In Florida and Tennessee, where BellSouth has been competing for only six quarters, the penetration rate is 35.8%.[54] Verizon reported even stronger long distance results, with 45% long distance penetration of regional access lines as of the first quarter of 2004.[55]

[54] BellSouth Investor News. April 22, 2004. <http://www.bellsouth.com/investor/pdf/1q04p_news.pdf>.

[55] Verizon 1Q 2004 Earnings slide presentation. April 27, 2004. <http://investor.verizon.com/financial/quarterly/VZ/1Q2004/>.

2. Impact of Regulatory Changes

In addition to competition from other local exchange providers and from intermodal competitors, ILECs and CLECs faced significant regulatory uncertainty this past year. As discussed in this report, UNE-P is currently the most prevalent strategy used by CLECs in Florida. By combining an ILEC's switching with its loop and transport elements, UNE-P allows CLECs to compete with little or no investment in their own facilities. Facilities-based competitors, like Florida Digital Network and Knology, combine their own switching facilities with existing loop and transport facilities of the ILEC (sometimes called the "bottleneck" facilities) to provide service. The majority of Florida CLECs have, thus far, relied on UNE-P to serve the mass market and have built a substantial customer base by offering unlimited local and long distance services for a single discounted price. The prevalence of UNE-P will likely change in the near future, however, due to regulatory and related court decisions aimed at promoting facilities-based strategies and due to CLECs' efforts to modify their business plans accordingly.

While there are numerous regulatory decisions by the FCC and state commissions that are impacting ILECs and CLECs, the following discussion focuses on those regulatory changes that have implications on the future of the UNE-P strategy as well as on the future of facilities-based strategies.

a. TRO and Its Appeal

On August 21, 2003, the FCC released its *Triennial Review Order* (TRO),[56] which contained revised unbundling rules and responded to the D.C. Circuit Court of Appeals' remand decision in *USTA I*.[57] The TRO had eliminated enterprise switching as a UNE on a national basis. For other UNEs (e.g., mass market switching, high capacity loops, dedicated transport), the FCC made a national finding of impairment, but acknowledged there may be areas where impairment does not exist; the FCC delegated to the states the task of identifying these areas.[58] In addition, the TRO imposed new obligations on ILECs (e.g., commingling and conversion of special access to Enhanced Extended Links (EELs)). The TRO did not address the issues of UNE pricing or retail rates charged by ILECs or CLECs. The TRO was subsequently appealed to the D.C. Circuit Court of Appeals.

[56] In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, rel. August 21, 2003.

[57] United States Telecom Association v. FCC, 290 F.3d 415 (D.C. Cir. 2002) (USTA I).

[58] The FCC directed the states to make their determinations within nine months of the effective date of the order. In response to the *TRO*, the Commission opened three dockets. See Chapter VI for more information on the Commission dockets regarding implementation of the TRO.

On March 2, 2004, the D.C. Circuit Court of Appeals, in *United States Telecom Ass'n v. FCC*[59] *(USTA II)*, vacated and remanded certain provisions of the TRO. Among other holdings, the D.C. Circuit held that:

- The FCC cannot delegate its authority to the states, except for fact-finding and other limited circumstances.[60]
- The states cannot be granted the authority by the FCC to make the impairment findings that the law requires the FCC to make.
- The FCC used an improper analysis in concluding that mass market switching was impaired nationally.
- The FCC used an improper analysis in concluding that certain dedicated transport was impaired nationally.

The FCC did not appeal the D.C. Circuit decision to the U.S. Supreme Court. In addition, the Solicitor General of the United States did not appeal the decision. Certain parties in the proceeding did appeal. The United States Supreme Court, however, declined to hear the appeal, and the D.C. Circuit decision stands.

The D.C. Circuit's ruling has provided guidance to the FCC regarding its unbundling duties under the 1996 Act. The Court specifically rejected the FCC's delegation of impairment findings to state commissions. The Court indicated the FCC could weigh other goals of the 1996 Act against impairment. The Court ruled that the market test for elements should not be too specific and must consider the *ability* of a CLEC to enter the market. The Court provided clarity by specifically upholding certain FCC decisions in the TRO, including not requiring ILECs to unbundle the broadband capabilities of hybrid copper-fiber loops and fiber-to-the-home loops. The Court also sent guidance through the following statement regarding the purpose of the 1996 Act:

> The purpose of the Act is not to provide the widest possible unbundling, or to guarantee competitors access to ILEC network elements at the lowest price that government may lawfully mandate. Rather, its purpose is to stimulate competition – preferably genuine, facilities-based competition.[61]

---

[59] 359 F. 3d 554 (D.C. Cir. 2004) *(USTA II)*, cert. denial, Nos. 04-12, 04-15, 04-18 (October 12, 2004).

[60] Specifically, the Court states: "We therefore vacate, as an unlawful subdelegation of the Commission's §251(d)(2) responsibilities, those portions of the Order that delegate to state commissions the authority to determine whether CLECs are impaired without access to network elements, and in particular we vacate the Commission's scheme for subdelegating mass market switching determinations. (This holding also requires that we vacate the Commission's subdelegation scheme with respect to dedicated transport elements, discussed below.)" *USTA II* at 18.

[61] *USTA II* at 31.

b. FCC's Interim and Final Rules

As a result of the Court's mandate, the FCC released an *Order and Notice ("Interim Rules")*[62] on August 20, 2004, requiring ILECs to continue providing unbundled access to mass market local circuit switching, high capacity loops, and dedicated transport until the earlier of the effective date of final FCC unbundling rules or six months after Federal Register publication of the *Order and Notice*. Additionally, the rates, terms, and conditions of these UNEs are required to be those that applied under ILEC/CLEC interconnection agreements as of June 15, 2004.[63] In the event that the interim six months expires without final FCC unbundling rules, the *Order and Notice* contemplates a second six-month period during which CLECs would retain access to these network elements for existing customers, at transitional rates. Besides establishing interim measures, the *Order and Notice* seeks comment on, among other things, alternative unbundling rules that will respond to *USTA II.*

The FCC is seeking to finalize its rules by year end 2004. On August 23, 2004, certain ILECs filed a *Mandamus Petition*[64] with the D.C. Circuit in response to the FCC's *Order and Notice*, specifically seeking vacatur of the interim Triennial Order. Most notably, the ILECs strongly objected to the FCC allowing the addition of new customers during the first six months and the continued availability of switching, dedicated transport, and enterprise loops despite the lack of any impairment finding. On October 6, 2004, the Court entered an order holding the matter in abeyance until January 4, 2005. Numerous parties have indicated that if the FCC does not produce its final rules by year end 2004, they will seek a court order finding no impairment for switching, dedicated transport, and enterprise loops and a determination that such order be binding on states.

On September 13, 2004, the Interim Rules went into effect, and the FCC seems poised to issue final rules by year end 2004. Many expect the FCC's final unbundling rules (pursuant to the USTA II decision) to provide for CLECs to transition off of ILEC switches and to their own switches over some period of time at least in certain circumstances.[65] The final rules may also provide for stepped increases for access to ILEC switching during an interim period. It is unclear precisely how future rates for local switching will be established, and who will set such rates.

---

[62] In the Matter of Unbundled Access to Network Elements, WC Docket No. 04-313; In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Order and Notice of Proposed Rulemaking, FCC 04-179, rel. August 20, 2004 (Order and Notice).

[63] Except to the extent the rates, terms, and conditions have been superseded by 1) voluntarily negotiated agreements, 2) an intervening FCC order affecting specific unbundling obligations (e.g., an order addressing a petition for reconsideration), or 3) a state commission order regarding rates.

[64] *United States Telcom Association v. FCC*, Petition for a Writ of Mandamus to Enforce the Mandate of the Court, August 23, 2004 (*Mandamus Petition*).

[65] Companies like Florida Digital Network, Supra, and Knology currently have self-provision switching.

If local switching is unbundled pursuant to section 271, the FCC has concluded that it must satisfy the "just and reasonable" standard.[66] a conclusion affirmed in USTA II.[67] There is substantial controversy as to whether such rates are subject to the section 252 arbitration process, with the states adjudicating any dispute concerning the appropriate rates for local switching, or instead are subject to review by the FCC.[68] It is unknown when these matters will be resolved.

As with any regulatory change, the extent to which companies doing business in Florida are impacted will vary. CLECs that are serving the mass market via a UNE-P strategy and that are operating at the margins may be negatively impacted. In contrast, some facilities-based CLECs serving the mass market will likely be positively impacted.

The final rules will undoubtedly have an impact on CLEC business plans. Some CLECs, like Supra Telecom, that are providing service via both UNE-P and their own facilities, may increase reliance on their own switches/facilities. Other CLECs may merge, as Florida Digital Network and ITC DeltaCom have done, in order to obtain a larger footprint and greater economies of scale. While some CLECs may choose to exit the market, other CLECs may change their product offerings. Z-Tel Communications announced in July that it would stop seeking new customers for local and long distance telephone service in 43 of the 48 states it now serves.[69] Rather than a nationwide approach based on UNE-P, Z-Tel stated their new business model is to be based on targeting select urban centers with the company's own facilities, loops leased from the incumbents (UNE-L), and VoIP as the service method. Tampa, Florida is one of the metro areas Z-Tel intends to continue marketing. In addition, AT&T recently announced it was ending efforts to gain new residential customers in the traditional landline voice business. The company said it will no longer pursue long distance or local customers, except via its new VoIP undertaking, which the company is rolling out nationwide.[70] As of September 30, 2004, AT&T was offering residential VoIP service in 170 major markets throughout the U.S., covering 62% of U.S. households.[71] MCI also reported in its 10-Q report filed with the SEC on August 9,

---

[66] TRO, paragraph 663 states:

> Thus, the pricing of checklist network elements that do not satisfy the unbundling standards in section 251(d)(2) are reviewed utilizing the basic just, reasonable, and nondiscriminatory rate standard of sections 201 and 202 that is fundamental to common carrier regulation that has historically been applied under most federal and state statutes, including (for interstate services) the Communications Act. Application of the just and reasonable and nondiscriminatory pricing standard of sections 201 and 202 advances Congress's intent that Bell companies provide meaningful access to network elements.

[67] "Of course, the independent unbundling under §271 is presumably governed by the general nondiscrimination requirement of §202." USTA II at 53.

[68] *See* BellSouth Emergency Petition for Declaratory Rule and Preemption of State Action, WC Docket No. 04-245, Federal Communications Commission.

[69] Rodgers, Will. "Z-Tel CEO Outlines Survival Strategy." Tampa Tribune. July 29, 2004 <http://money.tbo.com/money/MGBB7FC68XD.html>.

[70] AT&T press release. July 22, 2004. <http://www.att.com/ir/tn/>.

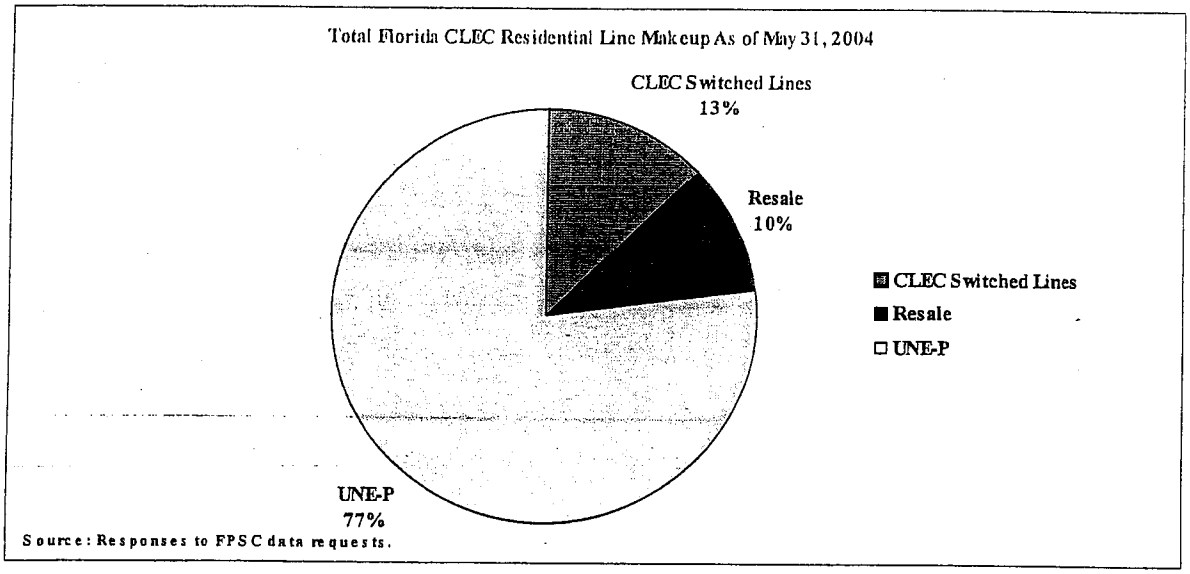
[71] "AT&T announces Third-Quarter 2004 Earnings." AT&T Press Release. October 21, 2004.

2004, that the company "may be forced to raise residential phone services prices in some markets and pull out of others, and has reduced its sales efforts pending clarity on its future pricing structure."[72]

Past Commission reports on competition have highlighted the importance of UNE-P to a CLEC's ability to compete for mass market customers. By combining switching with the loop and transport elements, UNE-P allows CLECs to compete with little or no investment in facilities (using resale to serve customers also requires no investment in facilities). CLECs in Florida, such as AT&T, MCI and Supra, have relied mainly on UNE-P to serve the mass market and have built a substantial customer base by offering unlimited local and long distance services for a single discounted price.

Figure 11 illustrates that a majority of CLECs in Florida have chosen a UNE-P strategy, as opposed to a UNE-L or total facilities-based strategy. Currently, 77% of CLEC residential lines are served via UNE-P, while another 10% are served through resale. Only 13% of CLEC residential lines are served through CLEC switches, and the majority of these lines are provisioned over cable company facilities that use traditional circuit switching technology.

Figure 11

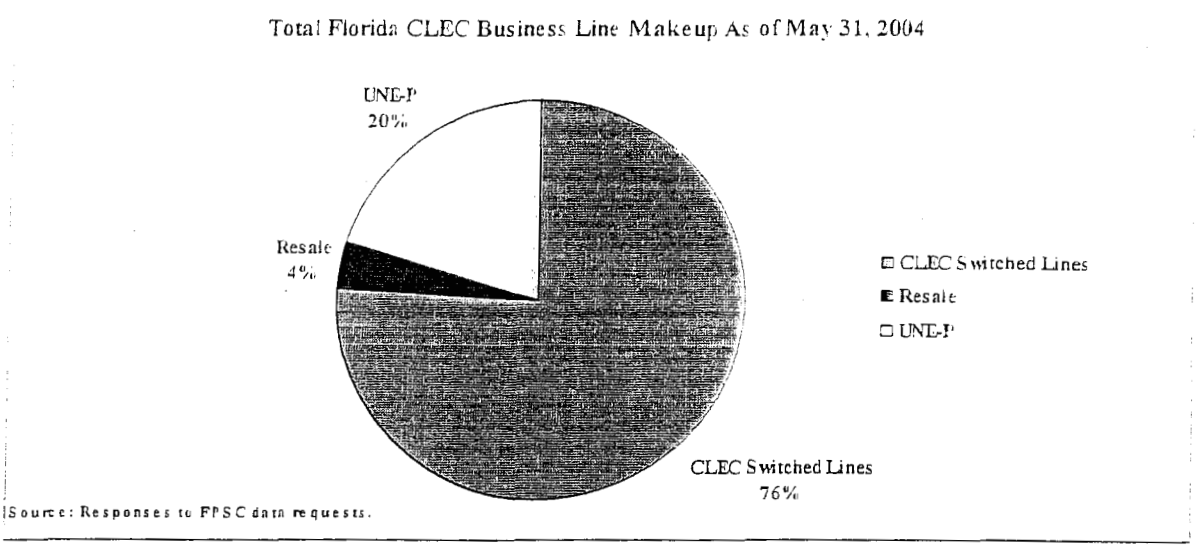


In the case of business offerings, the predominant method of service is facilities-based. These are lines served by CLEC switches and some combination of CLEC or ILEC loops and transport. Figure 12 shows that 76% of CLEC business lines are facilities-based, while 20% are served via UNE-P. Generally, these UNE-P lines are serving the small business market. Substantial increases in switching rates may make it unprofitable for some CLECs to serve such customers. The outcome of the FCC's new rules regarding UNEs on the margins faced by

[72] MCI Form 10-Q. Page 29. August 9, 2004. <http://global.mci.com/about/investor_relations/sec/>.

facilities-based CLECs is unclear. In particular, CLECs providing their own switching could still be subject to price increases for high-capacity loops, transport and enhanced extended links (EELs).

Figure 12



3. Market Shifts

As discussed in this report, major developments in the technological, competitive and regulatory arenas are contributing to significant shifts in the structure of the telecommunications market. The traditional telephone and cable networks have evolved into broadband digital networks capable of providing various combinations of voice, data and video applications. The competitive front in the voice market has progressed from not only an ILEC/CLEC focus, but to one that also takes into account the growing presence of intermodal competition. The Section 271 process of the 1996 Act also broadened the scope of competitive offerings as RBOCs reentered the market for long distance services, subject to an extensive pre-qualification process by the FCC and state commissions. In addition, the FCC's final unbundling rules will likely result in many CLECs shifting business plans away from UNE-P based offerings.

In this rapidly developing telecommunications marketplace, there may be an increased level of uncertainty regarding the future structure of competition. Some industry analysts believe incumbent voice providers could acquire market power in wireline communications. Others maintain that the future market for telecommunications could be concentrated around a small group of ILECs and cable providers resulting in reduced incentives for competition. However, some analysts believe that intermodal competition from wireless and cable providers will prevent such market contingencies. These analysts point to increasing price competition taking place among intermodal providers as evidence that it is already doing so. While the evidence of extreme outcomes, such as market power, is lacking, there is likely to be much debate about the future of telecommunications competition as the market evolves.

This chapter discussed certain data relating to ILEC and CLEC market share trends in Florida's market for wireline telephony. Specifically, the data cover certain shifts in residential and business share between Florida ILECs and CLECs. The following chapter discusses some of the macro trends which may be underlying market shifts in Florida, as well as the nation.

CHAPTER IV: ADVANCED COMMUNICATIONS LANDSCAPE

A. INTERMODAL COMPETITION

As discussed previously, major transitions taking place in the telecommunications industry have impacted the competitive pressures on providers seeking to serve mass-market consumers. Technological innovation and market conditions (e.g., limited pool of venture capital or financing for an increasing number of competitors) will undoubtedly impact how firms compete (and which firms win or lose). Some analysts predict that providers of traditional voice communications will face substantial competitive pressures (i.e., some firms will not survive) as intermodal providers emerge to serve mass-market consumers without reliance on ILEC telephone networks. Cable, wireless and other intermodal providers could bring in the anticipated vibrant, facilities-based competition that would forever change the face of the telecommunications market. As the Wall Street Journal recently reported:

> The cable and telecommunications industries are raiding each other's turf at such a dizzying pace that the lines between them are blurring like never before. Indeed, it's becoming almost impossible for communications companies to stay competitive without branching into a whole new business. Nearly all of the large cable operators in the U.S. are offering phone service over the Internet.[73] All of the regional Bells have formed partnerships with satellite operators to offer TV service, as SBC has done, and some, like Verizon, are building fiber-optic networks so they can offer television signals over their phone lines. For consumers, the competition means lower prices and more choice...[74]

In an August 2004 interview, Sprint CEO, Gary Forsee, predicted substantial competition from the cable and wireless sectors, stating:

> What the government has to pay attention to is overall competition. Is cable going to be able to gain traction and become a viable competitor to the RBOCs? I think that's probably the case. Wireless is a real competitive threat to the local-access business. The Vonage types, the power-line types, those are niches around the edge and will gain some share, but real competition will come from cable and wireless.[75]

A Wall Street Journal article bluntly noted the threat these other sources – cable, wireless, and VoIP – are posing to traditional telecommunications providers. "The cable industry's push into the phone business and a torrent of innovations such as Internet calling and

---

[73] Although there is a common misconception that all VoIP traffic travels over the Internet, the large cable companies actually offer VoIP over cable plant using Internet protocol.

[74] Latour, Almar, "Free for All," The Wall Street Journal, September 13, 2004, p. R1.

[75] Pappalardo, Denise and Paul McNamara. "Forsee Talks Telecom." Network World. August 9, 2004. <http://www.nwfusion.com/>.

advanced wireless technology are threatening the foundations of the nation's $300 billion telecom industry."[76] The scale of competitive rollout is an unprecedented challenge to ILECs. Comcast plans to have 95% of its cable network VoIP-capable by 2006. This would provide the ability to offer VoIP service to approximately 40 million homes.[77] Time Warner plans to have its Digital Phone service available to the nearly 19 million homes in its service territory by the end of 2004.[78] Cablevision already offers voice service throughout its service territory of over four million households[79] and Cox Communications currently has over one million customers using traditional and Internet-based voice service.[80]

Fortunately for consumers, the competition from these non-traditional voice providers is resulting in lower prices in some areas:

> In response to $29.95 digital-subscriber-line phone (DSL) service from telecom rival Verizon, Cablevision decided to do a little discount pricing itself. In June, the nation's sixth-largest cable operator, with 3 million subscribers in New York, New Jersey, and Connecticut, began temporarily offering new customers a "triple play" bundle of high-speed Internet service, unlimited phone service, and, of course, digital cable TV, for $90 per month for the first year. That dramatically undercut Verizon's combined voice, DSL, and satellite TV package of $135.[81]

The following discussion centers on these emerging intermodal competitors and the opportunities they bring to the market.

1. Voice over Internet Protocol

Voice over Internet Protocol (VoIP) is a technology that uses a broadband connection for voice communications over the public Internet or private IP-based networks. Although VoIP has been around for nearly a decade, entering 2003 it was still a relatively obscure technology used

---

[76] Brown, Ken and Almar Latour. "Heavy Toll: Phone Industry Faces Upheaval as Ways of Calling Change Fast." Wall Street Journal. August 25, 2004. p. A1.

[77] Hibbard, Justin. "Comcast's Virile VOIP Story." Light Reading. May 27, 2004. <http://www.lightreading.com/document.asp?doc_id=53568&site=lightreading>. Accessed November 8, 2004.

[78] Greene, Tim. "Supercomm keynote: VoIP has Potential For Cable Companies." Network World Fusion. June 23, 2004. <http://www.nwfusion.com/edge/news/2004/0623sccable.html>. Accessed November 8, 2004.

[79] Maiella, Jim. "Cablevision Announces First Widescale Digital Voice-Over-Cable Deployment." Cablevision Website, Corporate Information. November 11, 2003.

[80] Senia, Al. "Exclusive: Cox Decides VoIP is Ready for Prime Time." America's Network Enews. September 13, 2004. <http://www.americasnetwork.com/americasnetwork/article/articleDetail.jsp?id=122134>. Accessed November 8, 2004.

[81] Pethokoukis, James. "War of the Wires." U.S. News & World Report. Sept. 27, 2004. <http://www.usnews.com/usnews/issue/040927/tech/27cable.htm>.

mainly by tech-savvy individuals for computer-to-computer voice communications. VoIP gained substantial momentum during 2003 as start-up companies like Vonage, Packet8 and Net2Phone began offering VoIP service that provided much of the functionality of traditional telephone service. Subscribers could make calls using a standard handset plugged into a device connected to the customer's broadband line, and call quality was much improved.

VoIP's momentum has grown since 2003 as signalled by a dramatic increase in subscribers and numerous service launch announcements by major cable Multiple System Operators (MSOs).[82] As year 2004 has progressed, VoIP's momentum has increased such that it appears to have made the transition from a technology-driven to a market-driven service.[83] Vonage has emerged as a market leader in 2004 with approximately 215,000 subscribers and an average of 10,000 new VoIP lines added per month.[84] In perhaps a more significant signal of VoIP's emergence, major MSOs have launched an all out assault on the market with aggressive schedules for VoIP service rollouts over the next two years. (See discussion of cable telephony later in this chapter, in Section 3.) The MSO rollouts are significant in several respects. In communities where MSOs offer service, subscribers have been signing up at a rapid pace, and some industry analysts expect these companies to gain the lead quickly over alternative voice providers like Vonage.[85] Moreover, if the MSOs meet their timetables, service will be available to a significant percentage of the nation's households by the end of 2006.

Adding further to VoIP's momentum, traditional telephone companies have entered the race. Verizon,[86] the nation's largest RBOC, and AT&T,[87] the largest IXC and CLEC, have launched service nationwide. Another RBOC, Qwest, also has announced that it will roll out business services nationwide by year-end and residential services thereafter.[88] Additionally, AT&T is not the only major CLEC entering the fray. Covad also sees a future in VoIP as it

---

[82] An MSO is a company that operates more than one cable TV system.

[83] "VoIP Finds Its Sweet Spots – You May Be Surprised Where." Connecticut Research, Inc. <www.connecticutresearch.net>.

[84] Vonage website. <http://www.vonage.com/>.

[85] Yankee Group press release. August 2, 2004.

[86] Verizon. "Verizon Rings In Next Generation of Voice Services With VoiceWing Broadband Phone Service." News Release. July, 22, 2004. <http://newscenter.verizon.com/proactive/newsroom/release.vtml?id=86115>. Accessed November 8, 2004.

[87] AT&T. "AT&T Introduces New Residential VoIP Plan." News Release. October 14, 2004. <http://www.att.com/news/item/0,1846,13281,00.html>. Accessed November 8, 2004.

[88] Qwest. "Qwest Launches Integrated Voice and Data Service Using VoIP Technology." Press Release. October 4, 2004. <http://www.qwest.com/about/media/pressroom/1,1720,1604_archive,00.html>. Accessed November 8, 2004.

plans to launch service in all 100 of its MSAs by the end of 2004.[89] MCI also has stated its intention to offer mass market VoIP service, but has not yet announced a launch date.[90]

As VoIP gains momentum, other ILECs may see a need to have their own VoIP offerings in order to compete. Offering VoIP may have both offensive and defensive purposes. ILECs can take the offensive by crossing territorial boundaries to compete for customers, because service can be provided over any broadband connection. Defensively, VoIP offerings may be needed to fight off the very real threat from cable companies' newer networks and triple-play offerings.

VoIP's impact on both the competitive and regulatory landscapes will be significant. Some experts believe that VoIP has the potential to become the long-awaited 'killer app' that may spur further broadband growth. Additionally, the technology may represent "the most significant paradigm shift in the entire history of modern communications, since the invention of the telephone," said FCC chairman Michael Powell earlier this year to journalists at the World Economic Forum.[91] As if to show he was not exaggerating, Chairman Powell re-emphasized that statement in a prediction to U.S. telecommunications groups that "a wave of competition from internet-based telephone calls would turn the industry on its head."[92]

The rapid growth of alternative providers like Vonage is possible, because VoIP can be provisioned without investment in extensive infrastructure; service can ride on broadband infrastructures built out by other companies. Low capital requirements will help fuel growth that by some estimates is expected to capture some 17.5 million users, about 16% of U.S. homes, by the end of 2008.[93] (See Figure 13) The majority of these are expected to be served by cable companies,[94] because their ubiquitous networks extending to customer premises and triple-play service offerings could provide a significant advantage over other alternative providers. VoIP may be a key weapon in cable's bundled service offerings in an all-out war to win consumers away from ILECs.

---

[89] Covad. "Covad Launches Voice over IP Services Based on Cisco Equipment that Provides Enhanced Performance to Customers Nationwide." News Room. August 31, 2004. <http://covad.com/companyinfo/pressroom/pr_2004/083104_news.shtml>. Accessed November 8, 2004.

[90] MCI. "MCI and Time Warner Cable Partner to Deliver Next Generation, IP-Enabled Communications." Press Release. December 8, 2003. <http://consumer.mci.com/cablevoice/timeWarnerPR.jsp>. Accessed November 8, 2004.

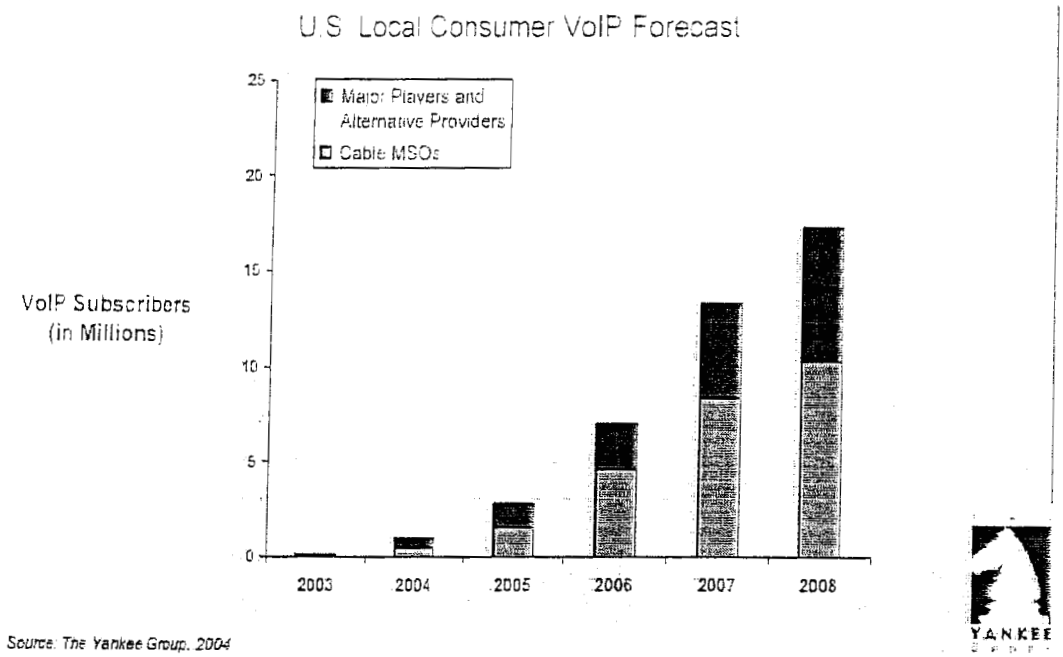
[91] Statement by FCC Chairman Michael K. Powell at the World Economic Forum in Davos, Switzerland on January 22, 2004.

[92] Remarks of FCC Chairman Michael K. Powell at the NCTA Convention on May 4, 2004.

[93] The Yankee Group news release. August 30, 2004.

[94] Ibid.

Figure 13



Source: The Yankee Group, 2004

VoIP appears to be making significant inroads into the business market as well. According to Gartner analysts, VoIP is moving toward mainstream acceptance. While about 15% of all telephones shipped to businesses today use VoIP, shipments are expected to exceed 50% by 2006. Lower cost is an important component in adopting IP telephony systems and most enterprises are waiting for replacement cycles to remove older digital and analog telephone systems. The results of a ZDNet survey of over 400 IT professionals reveal that one third have paved the way for VoIP by converging a significant part of their voice and data networks. In addition to cost savings and integrated collaboration features such as videoconferencing, the benefit of increased productivity is cited as a key factor in adopting IP telephony.[95]

The proliferation of VoIP raises some potentially thorny regulatory issues that are under considerable debate. Some state utility commissions, such as California, Minnesota and New York, have asserted jurisdiction over VoIP services, although these rulings have been challenged in the courts. In Florida, the legislature found in 2003 that the provision of VoIP free of unnecessary regulation, regardless of provider, is in the public interest.[96] The Florida legislature specifically excluded VoIP from the definition of telecommunications service for purposes of regulation by the Commission. This exclusion is subject to the reservation of rights and obligations of any entity with respect to payment of access charges or other intercarrier compensation, if any, related to VoIP. Recently, the Commission submitted comments to the FCC that a national policy framework, consistent with Florida's deregulatory approach, would

[95] Farber, Dan. "Top Strategic Technologies for 2005." April 2004.

[96] Chapter 364.01(3), Florida Statutes.

best ensure that this new consumer-friendly technology is not squelched by a patchwork of varying state regulations.

At the federal level, both the U.S. Senate and House of Representatives have introduced legislation on the appropriate regulatory framework for VoIP calls. While bills in both chambers would prohibit states from extending their jurisdiction over VoIP, the Senate Committee on Commerce approved a bill that would allow state regulation in three areas: universal service, 911 services, and access charges. House legislation would give the FCC exclusive jurisdiction over VoIP in those three areas. Congress also has indicated interest in a complete rewrite of the Telecommunications Act that would address VoIP and other important issues. Meanwhile, the FCC may preempt state regulation of VoIP in a proceeding it currently has underway. Underscoring the magnitude of the proceeding, Chairman Powell stated that it "is really the curtain going up on a new era of communications" and "is the most important item in communications history, in some ways."[97] Other issues under consideration at the FCC deal with access of VoIP subscribers to emergency 911 services and law enforcement access for wiretapping under the Communications Assistance for Law Enforcement Act (CALEA).

One controversial regulatory issue is that VoIP providers currently do not pay many of the federal and state taxes and charges imposed upon traditional telephone companies. Telecommunications taxes are a significant source of state revenues, and states may seek to impose "old" taxes on this "new" technology. Other fees that currently do not apply to VoIP are Universal Service charges used to keep rates affordable in high-cost service areas and to subsidize low income subscribers. The debate over whether or not VoIP providers should pay the same taxes and fees as other voice providers will likely intensify as more voice traffic migrates off the PSTN and onto IP networks. At this point, it is unknown how and when the VoIP regulatory issues will be resolved.

With the migration of circuit-switched to packet-switched networks and advancements in VoIP protocols, VoIP may eventually reshape the entire competitive telecommunications landscape as we know it today. This reshaping, however, will take time as standardization of protocols and procedures will be needed for networks to interoperate.[98] Additionally, because existing data networks are designed for delivery of data traffic, not time-sensitive voice traffic, emphasis continues to be on improving ways to ensure optimal voice traffic delivery through enhanced routing protocols[99] and bandwidth management applications that shape, prioritize, compress and accelerate traffic to give real-time voice traffic higher quality and reliability than other types of traffic.[100]

[97] Statement by FCC Chairman Michael K. Powell, IP-Enabled Services, WC Docket No. 04-36 (rel. March 10, 2004).

[98] Taaffe, Quida. "AT&T Aims to Get an Edge with Network Upgrade." September 2003. Accessed Sept 15, 2003.

[99] Lancaster, Tom. "Routing and Switching: OSPF Configuration." May 2004. Accessed May 11, 2004.

[100] Rendon, Jim. "Engineering VoIP Savings with Bandwidth Management." April 2004. Accessed April 26, 2004.

2. Wireless

Demand for wireless telephone service continues to grow, and some of this growth appears to be occurring at the expense of local exchange company access lines. According to the FCC, the number of mobile wireless subscribers nationwide has grown 5% since 2002, with subscribership at 54%[101] of the U.S. population as of December 31, 2003. In contrast, local exchange companies saw another 6.1 million drop in access lines nationwide in 2003, a 3.3% decline from the previous year.[102] While it is unknown what share of wireline losses are attributable to wireless, a growing number of wireless subscribers either see wireline service as unnecessary, or consider their wireless telephone to be their primary telephone. The FCC concluded in a recent study while evaluating the merger between Cingular and AT&T Wireless that while the switch from wireless to wireline is a fairly recent occurrence and is not widespread, it has the potential to become a "substantial source of facilities-based competition in the future."[103]

It is yet to be seen whether there will be widespread acceptance of wireless as a substitute for wireline. The FCC has found that, "...Consumers tend to use wireless and wireline services in a complementary manner and view the services as distinct because of differences in functionality."[104] Currently, about 7.5 million Americans use wireless telephones as their only telephones.[105] According to a report issued by In-Stat/MDR, 14.4% of U.S. consumers currently use a wireless telephone as their primary telephone.[106] Of the remaining 85.6% still using landline as their primary telephone, 26.4% of those would consider replacing it with wireless. This signifies considerable potential for wireline displacement over the next few years.[107] In-Stat/MDR predicts that by 2008, nearly a third of all U.S. wireless subscribers will no longer have a landline in their homes.[108] This trend seems to be confirmed by Florida consumer surveys conducted for this Commission by the University of Florida Bureau of Economic and Business Research (BEBR). These surveys reveal that a growing number of Florida's residential subscribers are considering dropping traditional wireline service in favor of wireless. Currently, 32% are considering the switch (Figure 14).

---

[101] FCC Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Radio Services, *Ninth Report*. FCC 04-216. Released September 28, 2004.

[102] FCC Report on Local Telephone Competition: Status as of December 31, 2003. Released June 2004.

[103] FCC Memorandum Opinion & Order. FCC 04-255. Paragraph 242. Released October 26, 2004.

[104] FCC Memorandum Opinion & Order. FCC 04-255. Paragraph 239. Released October 26, 2004.

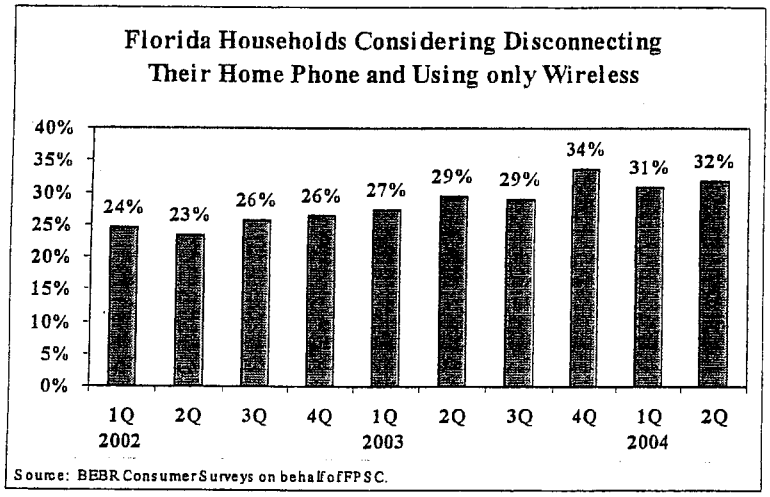
[105] <http://www.myrateplan.com/wireless/knowledge/totally.php>. CTIA cited as source.

[106] This statistic only shows those that use wireless telephones as their primary telephones. This does not necessarily mean that they have disconnected their landline connection.

[107] Skedd, Kirsten. "Landline Displacement to Increase as More Wireless Subscribers Cut the Cord." InStat/MDR Press Room. February 25, 2004. <http://www.instat.com/press.asp?Sku=IN0401644MCM&ID=895>. Accessed May 3, 2004.

[108] Ibid.

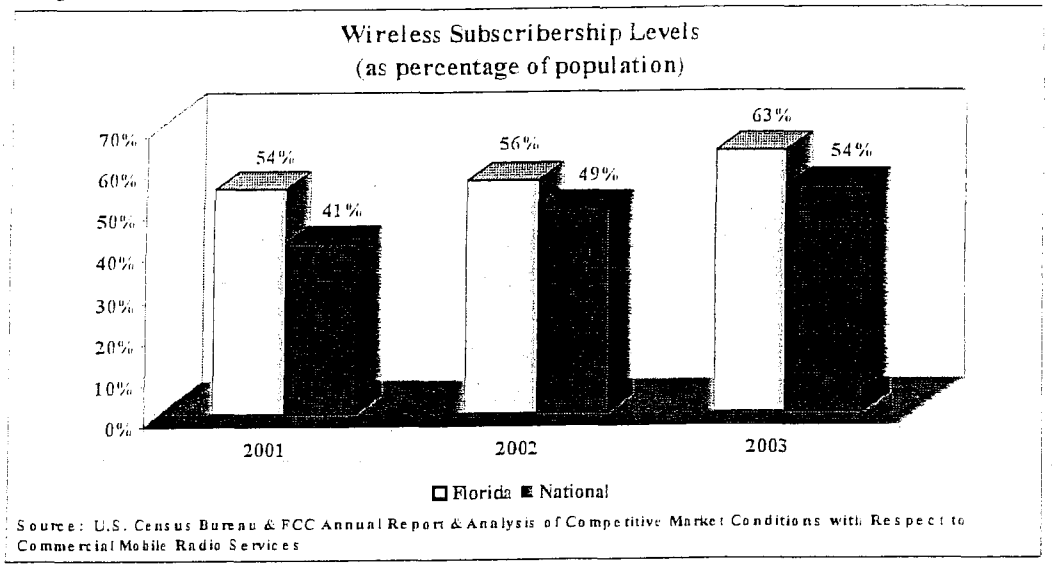
Figure 14



Following the national trend, Florida wireless subscribership grew from 56% in 2002 to 63%[109] in 2003. Subscribership levels in Florida remain higher than the national average, which may indicate that Florida local exchange companies are more vulnerable to wireless substitution. Figure 15 reflects FCC and census data comparing Florida subscribership to national subscribership levels for the years 2001, 2002, and 2003.

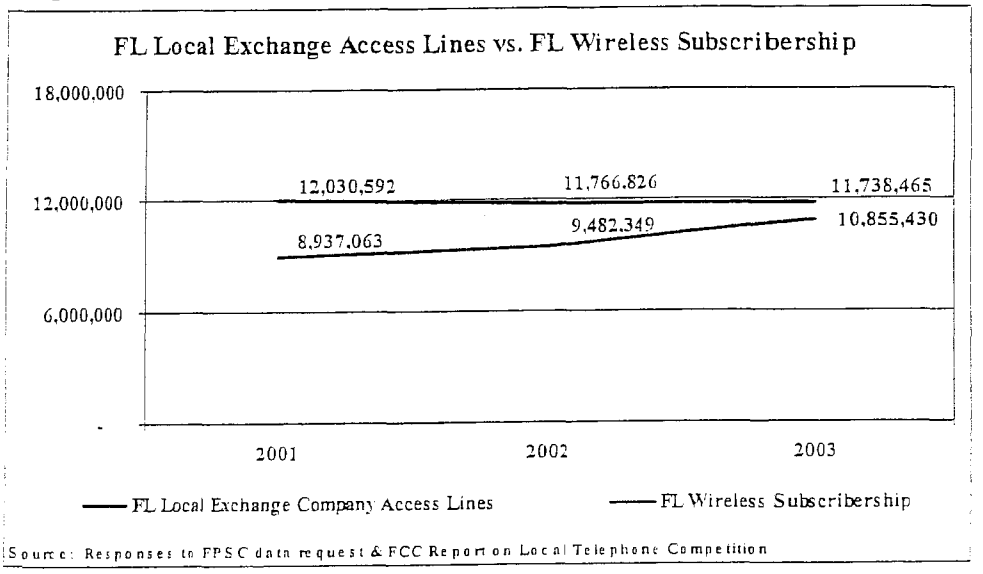
[109]Calculation based on Total Population from the February 2004 FL Demographic Estimating Conference as reported by the Florida Legislature, Office of Economic and Demographic Research and Mobile Wireless Subscribership as reported in the FCC Report on Local Telephone Competition: Status as of December 31, 2003. Released June 2004.

Figure 15



While the number of wireless subscribers has grown to 10,855,430, an increase of almost 1.4 million, local exchange company access lines in Florida have slowly declined since 2001.[110] However, it is unknown exactly how much of the wireline displacement is attributable to wireless substitution. (Figure 16)

Figure 16



[110]FCC Report on Local Telephone Competition: Status as of December 31, 2003. Released June 2004.

The wireless industry's significant growth in revenues and displacement of wireline minutes of use (MOU) also testifies to its impact on the telecommunications landscape. Wireless revenues nationwide have increased from approximately $482 million in 1985[111] to over $88 billion in 2003.[112] Wireless MOU showed similar dramatic increases over the same period. According to research by the Yankee Group, U.S. wireless subscribers used on average 490 minutes per month in 2002, surpassing the 480 minutes per person each month for wireline service.[113] According to the FCC's 9th Annual Report on wireless competition, wireless usage had further increased to 500 MOU per month by the end of 2003.[114] The FCC's 9th Annual Commercial Mobile Radio Service report estimated that 23% of voice minutes in 2003 were wireless. This is an increase of 16% since 2000.[115] The displacement of wireline MOU with wireless usage is seen most dramatically when comparing long distance calls. Users reported that they now use their wireless telephones to make 43% of long distance calls.[116]

Wireless service is becoming more desirable due to attractive pricing plans and a broad array of services made possible by technological innovation in wireless handsets and wireless networks. Wireless now provides most of the same options as wireline service with the added benefits of mobility and new technologies such as e-mail, Internet access and text messaging that are exclusive to wireless service. Technological innovation has further stimulated consumer demand through introduction of wireless handsets that also can be used as a camera, a computer and to watch TV or videos. The industry is also moving to integrate wireless with wireline service. AT&T is working with Sprint on trials of VoIP-enabled Wi-Fi handsets that would run over AT&T's new CallAdvantage VoIP service. Results of the trials are at least 18 months out, however.[117] Deployment of third generation (3G) high-speed wireless networks have made these features and services possible. Furthermore, deployment of next generation networks with much higher bandwidth are not far off. The speed of these networks should further stimulate demand by greatly enhancing the consumer's experience when using bandwidth intensive services.

The benefits of the flourishing wireless competition appear evident as wireless carriers battle to gain and keep customers through a steady stream of unique service plans and lower

---

[111] FCC Report on Local Telephone Competition: Status as of December 31, 2003. Released June 2004.

[112] FCC Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Radio Services, *Ninth Report*. FCC 04-216. Released September 28, 2004.

[113] Rosenbluth, Todd. "Time to Hang Up on SBC." BusinessWeek Online. June 27, 2003.

[114] FCC Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Radio Services, *Ninth Report*. FCC 04-216. Released September 28, 2004.

[115] Ibid.

[116] Griffin, Katie. "U.S. Consumers Long Distance Calling Is Increasingly Wireless, Says Yankee Group." Yankee Group News Releases. March 23, 2004. <http://www.yankeegroup.com/public/news_releases/news_release_detail.jsp?ID=PressReleases/News_03232004_cts_2.htm>. Accessed June 21, 2004.

[117] "AT&T to Offer Wireless Services to Consumers and Businesses Nationwide Through Agreement with Sprint." AT&T News Release. May 18, 2004.

prices. For example, AT&T Wireless[118] is marketing a plan that includes 1,000 anytime minutes and unlimited nights and weekends for $40. Similar plans had cost $10 to $20 more, and AT&T now begins nighttime minutes at 7 p.m., 2 hours earlier than in previous plans.[119] Sprint PCS recently announced its new Fair & Flexible Plan, which eliminates overage charges by automatically adjusting a consumer's monthly rate plan based on their usage patterns.[120] Other companies offer their own unique features such as push-to-talk and free mobile-to-mobile calls. These examples of price cutting and greater flexibility show little signs of abating as competition further heats up.

Wireless service is becoming indispensable to consumers, and its popularity is not being ignored by wireline providers. Many ILECs now offer wireless as part of their bundled packages. Combining wireless with local/long distance, broadband, and satellite TV services gives local exchanges companies a "home run" package to counter the triple play offerings of cable companies. In response, some cable companies are attempting to counter telephone company entry into their core video market by adding wireless to their vaunted triple play set of video, broadband and voice services.[121] Some in the CLEC community also consider wireless to be a strategic addition to their portfolio of services. AT&T Wireless is now looking to re-enter the game by reselling wireless service through Sprint Corp.

Consumers now find it easier and more appealing to switch from one wireless carrier to another, or to wireless-only service thanks to local number portability. The FCC ordered wireless carriers to implement local number portability in the 100 largest MSAs effective November 24, 2003. This enables customers to keep their wireless telephone numbers when switching from one wireless carrier to another. The local number portability requirement for all other areas went into effect May 24, 2004. According to the FCC's rules, wireline telephone companies, including both ILEC and CLEC providers, also had to implement wireline to wireless number portability. Currently, the most porting activity is taking place between customers wanting to switch from one wireless provider to another. However, according to Neustar, a number portability administrator, up to 10% of the nine or ten million numbers ported in 2004 will be from landline carriers to wireless carriers.[122] Porting volume from wireline to

---

[118] AT&T Wireless recently merged with Cingular.

[119] Bialik, Carl & Jesse Drucker. "AT&T Wireless Lowers Prices on Plans, Wireless Telephones." The Wall Street Journal Online. April 1, 2004.<http://online.wsj.com/article_print/0,,SB108078083153471029,00.html>. Accessed April 5, 2004.

[120] Sprint PCS Service Plans.
http://www1.sprintpcs.com/explore/servicePlansOptionsV2/PlansOptions.jsp?FOLDER%3C%3Efolder_id=1477207&CURRENT_USER%3C%3EATR_SCID=ECOMM&CURRENT_USER%3C%3EATR_PCode=None&CURRENT_USER%3C%3EATR_cartState=group&bmForm=SFPSprintZipCodeToCSA&bmFormID=1099497473589&bmUID=1099497473589&bmHash=04a51dc4b72704c228a0ec9c4817abc6950e0171>. Accessed November 3, 2004.

[121] Drucker, Jesse. "How AT&T Got Back in the Wireless Game." The Wall Street Journal Online. May 30, 2004. <http://online.wsj.com/article/0,,SB108587513619824627,00.html>. Accessed June 3, 2004.

[122] Engebretson, Joan. "ANALYSIS: Number Portability Trends Underscore Line Loss Concerns." America's Network Enews. June 14, 2004.
<http://www.americasnetwork.com/americasnetwork/article/articleDetail.jsp?id=98835>. Accessed June 15, 2004..

wireless reached a peak of 79,080 telephone numbers in March of 2004.[123] When asked, consumers stated convenience as the number one reason for considering dropping their landline and going wireless only.[124]

Enhanced 911 (E911) service is a factor that consumers must consider when deciding to disconnect a landline. E911 service provides a dispatcher with additional location specific information on wireless 911 calls. The FCC considers this an imperative service for public safety and has implemented a two-phase process, to be completed by December 31, 2005, for developing and implementing this new technology. Phase I requires carriers to report the wireless telephone number and the location of the antenna that received the call. Phase II requires carriers to provide specific location data of the wireless telephone, in most cases within 50 to 100 meters of the actual telephone's location.[125] According to a report issued by the General Accounting Office (GAO), only 24 states will have Phase II implemented by the 2005 deadline. The cost of deployment is estimated to be more than $8 billion, which must be funded by wireless carriers, states, and localities.[126] While this is a difficult process, providing E911 capability may bring wireless one step closer as a viable replacement for wireline service. Florida is working hard to meet these obligations. As stated in the 2004 Annual Report issued by Florida's Wireless 911 Board, 47 counties have deployed Phase I with one or more providers and 26 counties have deployed Phase II with one or more providers.[127]

3. Cable

In 2003, there was no clear indication of exactly when the cable industry would launch its much-anticipated wide-scale rollout of voice service. A few cable companies have been in the voice business since 2000 and have gained subscribers fairly rapidly. At the end of 2003, 2.5 million customers nationwide received voice service from cable MSOs. As of the end of the first quarter 2004, the number of subscribers served by MSOs had grown to approximately 2.7 million across the country.[128] The vast majority of those subscribers, however, are served by just two companies, Comcast and Cox, using legacy circuit-switched technology. However, these

---

[123] FCC Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Radio Services, *Ninth Report*. FCC 04-216. Released September 28, 2004.

[124] InStat/MDR. "Into Thin Air: Residential Wireline Erosion from Wireless and Other Access Alternatives." June 25, 2004. <http://www.instat.com/catalog/pcatalogue.asp?ID=94>. Accessed June 25, 2004.

[125] Federal Communications Commission. 911 Services page. March 10, 2004. <http://www.fcc.gov/911/enhanced/. May 10, 2004.

[126] United States General Accounting Office. *Telecommunications Uneven Implementation of Wireless Enhanced 911 Raises Prospect of Piecemeal Availability for Years to Come*. Report to the Chairman, Subcommittee on Communications, Committee on Commerce, Science, and Transportation, U.S. Senate. November 2003.

[127] Florida Wireless 911 Board Report. February 28, 2004.

[128] National Cable and Telecommunications Association website. <http://www.ncta.com/?PageID=326>.

circuit-switched offerings may have plateaued because cable companies have banked their future telephony plans on the nascent technology known as VoIP.

Many of the major MSOs were in various stages of VoIP trials in 2003, but few had launched commercial service. This past year, however, the momentum of cable telephony has shifted and the industry is in an accelerated stage of rollout. After spending nearly $85 billion since 1996 upgrading their networks from analog to digital capability, cable operators are finally beginning full-scale offerings of the much heralded "triple play" services (voice, data and video) over a single cable connection.[129] Whereas there were only a few VoIP launches planned a year ago, most major MSOs are now conducting multiple trials, and plan to stage launches of commercial service around the nation over the next three years. A few of the major MSO rollout plans follow:

- Cablevision has led the pack in VoIP deployment by making telephone service available across its entire footprint of more than 4 million homes in November 2003.[130] The company has averaged 3,200 new subscribers per week and now has more than 100,000 VoIP subscribers.[131]

- Time Warner had launched VoIP service in 16 of its markets by June 2004, and the company plans to rollout VoIP in nearly all of its 31 divisions by year-end.[132]

- Charter Communications plans to make its VoIP service available to one million homes by year-end 2004.[133]

- Cox made its first commercial rollout of VoIP service in Roanoke, Va. last December, and has plans to launch service in several more markets this year.[134]

- Comcast, the nation's largest cable provider with over 21 million cable TV subscribers,[135] plans to offer VoIP to half of its footprint by the end of 2005 and to 95% of its footprint in 2006.[136]

---

[129] "Too Late to Party?" New Paradigm Resource Group, Inc. Chicago Business Wire. May 17, 2004.

[130] Maiella, Jim. "Cablevision Announces First Widescale Digital Voice-Over-Cable Deployment." Cablevision Website, Corporate Information. November 11, 2003.

[131] Breznick, Alan. "MSOs Step Up VoIP Pace, Shrug Off Vonage As Rival." Cable Datacom News. June 1, 2004.

[132] Ibid.

[133] Fitchard, Kevin. "Charter Signals VoIP Expansion with Termination Deals." TelephonyOnline.com. August 31, 2004.

[134] "WHITEPAPER: Voice over Internet Protocol: Ready for Prime Time." Cox Communications Website. May 2004.

[135] Comcast Website. Investor Fact Sheet. November 2004.

By adding voice to their portfolio of services, cable companies may expect to stem losses of customers to satellite TV and broadband Internet access competitors. Experience seems to show that bundled service offerings, especially those that include voice, significantly reduces customer defections, or churn. Cox Communications, for example, reports a 50% reduction in churn when a residential customer subscribes to all three services: cable, broadband and telephony.[137] Research also has shown that customers want a single bill for all services.[138] Data from this Commission's surveys show that 52% of respondents prefer to have all communications services provided by one company.

Many cable companies and industry analysts expect cable VoIP offerings to present a formidable challenge to telephone company dominance of the residential local voice market. Time Warner captured 10% of telephone households just 10 months after rollout in Portland, Maine,[139] and aims to capture a third of the local telephone market in its Charlotte, North Carolina region within the next few years.[140] Charter is targeting a 10% penetration of telephone households within 60 days of its market launch and 30% penetration within five years, while Mediacom believes that 15% to 20% penetration can be achieved in the early stages of market launch.[141] As to industry analysts, MRG, a digital media research firm, projects that cable companies could penetrate 10% of the residential telephone market by 2007, if they act fast enough.[142] The investment firm, Goldman Sachs, estimates that telephone companies could lose 7% of residential lines to cable by 2006, and nearly 20% in the next 10 years.[143] John Hodulik, of the investment firm UBS, states "the Bells likely will lose 30% of their telephone market to cable companies over 10 years. However, losses may be limited to 15% if telecom companies can provide video, because consumers are more likely to remain with a carrier when they purchase a bundle of services."[144] According to Yankee Group estimates, there will be in excess of 12 million cable VoIP subscribers in 2008. (Figure 17)

---

[136] Fitchard, Kevin. "Comcast Puts Numbers on VoIP Rollout." Primedia Publication, Telephony Online. May 31, 2004.

[137] Smiles, Elaine. Cable Telephony Today. <TMCNet.com/it/0504/specialfocus.htm>.

[138] "Comcast Pushes into Phone Service." Wall Street Journal. May 26, 2004.

[139] Nowlin, Sanford. "Time Warner Launches First Battle in San Antonio Phone Wars." San Antonio Express-News. July 16, 2004.

[140] Mildenberg, David. "Time Warner Readies Telephone Push." BizJournals. June 4, 2004.

[141] Breznick, Alan. "More Major MSOs Unveil VoIP Rollout Plans." Cable Datacom News. March 1, 2004.

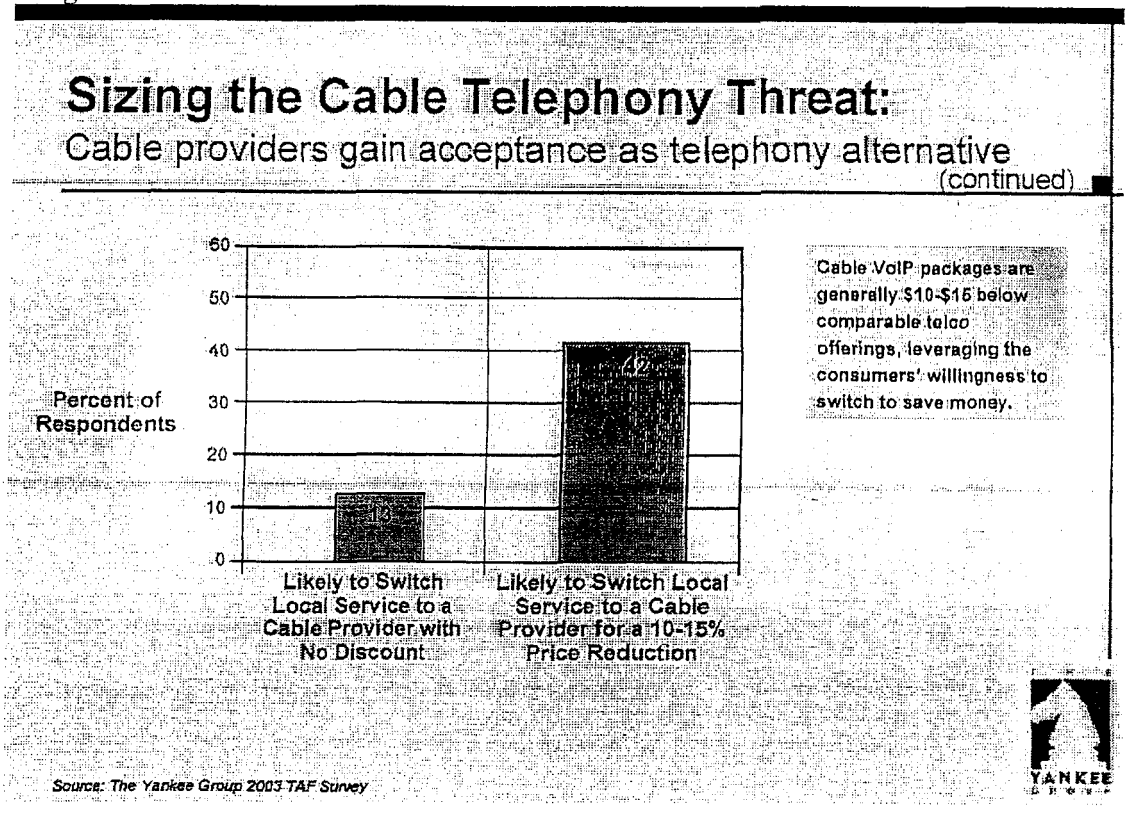
[142] Stroud, Michael. "Cable Guy Whupping Phone Guy." Wired News. March 11, 2004.

[143] Brown, Ken. "Cablevision to Offer Internet Phone-Call Bundle." The Wall Street Journal. June 21, 2004.

[144] Rosenbush, Steve. "Verizon: Take that Cable." BusinessWeek Online. May 14, 2004.

Telephone companies, however, could find it painful trying to match cable's pricing for voice services. Cable company trials are confirming that VoIP-based service is less costly to deploy than circuit-switched. By offering VoIP instead of circuit-switched services, Cox has found that expenditures can be cut by 40% to 75% per customer depending on whether Cox or the customer installs necessary equipment.[147] These economies appear to be impacting the competitive landscape, enabling cable companies to attract customers by undercutting telephone company prices. As an indication of cable telephony's potential, Figure 18 shows that 42% of respondents would switch local service to a cable provider for a 10-15% price reduction.

Figure 18



One aggressive pricing strategy to date has been by Cablevision when it announced in June that it will offer unlimited local and long-distance service, along with digital cable television and high-speed Internet access for $90 a month for one year. The company's main telephone competitor in its region, Verizon, was offering a comparable package for $123.89 a month.[148] However, Verizon has countered not only Cablevision's move, but other cable firms' triple-play offerings by launching a nation-wide VoIP service for $39.95 per month, $20 cheaper than its current bundle of unlimited U.S. calling. Verizon gives further discounts if the customer

[147] Hibbard, Justin. Senior Editor. "Cox Declares VOIP Ready for Prime Time." Light Reading. May 17, 2004.

[148] Brown, Ken. "Cablevision to Offer Internet Phone-Call Bundle." The Wall Street Journal. June 21, 2004.

takes other Verizon services. As Verizon will be encroaching into the territories of the other Baby Bells, they are expected to follow suit eventually.[149]

More economies for cable may yet be seen as demand for VoIP equipment grows. Brahm Eiley, president of Toronto-based Convergence Consulting Group, a company which studies the North American cable and telecom market said, "Comcast is by far the largest cable company in North America with over 21 million customers in 35 American markets, and when a company such as this makes such a major, accelerated commitment to VoIP, that can only mean good things." Comcast's participation should drive down the cost of the equipment MSOs must obtain to provide phone service via VoIP.[150] In addition to driving down manufacturing costs, it will intensify competition by increasing customer awareness and encouraging vendors to develop superior products containing new features.[151]

Telephone companies have at least two additional reasons to be concerned about cable telephony. First, while cable's VoIP service may initially be targeted to cable broadband customers, cable giants Time Warner, Charter and Mediacom have indicated they intend to offer voice to the mass market. This means that these companies may not require VoIP subscribers also to subscribe to broadband. Other companies should follow suit, because over time there may be no reason to limit the VoIP offering to just their broadband customers. "It's a whole new reason to talk to non-subscribers or even satellite TV customers. We see the combined bundle as a real good reason to come back and consider cable as a competitor," says John Pascarelli, executive vice president of operations for Mediacom.[152]

The second cause of concern is that with the emergence of VoIP-based cable telephony, many U.S. cable companies have indicated they are considering forming a consortium to jointly offer VoIP service, organizing the way calls are carried over the IP networks, and how they connect with the PSTN. "This is more a consortium to organize the way they are going to talk to each other. It's not the creation of an enterprise that's actually going to own these calls," says Chris Risley, CEO of Nomium Inc., a potential supplier of infrastructure for a cable ENUM (Electronic Number Mapping) system.[153] Comcast, Cox, and Time Warner are among the Florida-based cable companies that have talked with Neustar, regarding the creation of a telephone-number lookup system based on the ENUM. This system would allow, for example, a call that originated on Comcast's network to connect to a telephone number on Cox's network without ever using the PSTN.[154] Cable companies may believe the creation of this system will help them to avoid the fees local exchange carriers charge to use their networks. Currently,

---

[149] "Verizon Dangles Cheap VoIP for US Land Grab." The Register. July 27, 2004.

[150] "Comcast commitments will speed N.A. VoIP Deployment." Cablecaster Magazine. <http://www.cablecastermagazine.com/common_scripts/dailynews/print_version.asp?id=29959>.

[151] "Comcast Pushes into Phone Service." Wall Street Journal. May 26, 2004.

[152] Breznick, Alan. Editor. "More Major MSOs Unveil VoIP Rollout Plans." Cable Datacom News. March 1 2004.

[153] Hibbard, Justin. Senior Editor. "Cable Cadre talks VoIP." Light Reading. April 13, 2004.

[154] Ibid.

under FCC rules, any calls which pass over a CLEC's network and terminate at an Internet service provider are subject to reciprocal compensation, a cost cable companies would like to avoid.[155]

Finally, Florida consumers also should benefit soon from cable's rollout of VoIP. Bright House Networks, which assumed managerial control of Time Warner's local cable operations stretching across Central Florida two years ago, is the first large cable operator in Florida to roll out VoIP service. Bright House provides cable television entertainment and high-speed Internet access to more than 750,000 customers in a nine-county area of Central Florida.[156] In July, 2004, the company announced rollout of VoIP service in Pinellas County to a limited number of customers in preparation of an eventual larger-scale rollout of IP-based service. This limited rollout was offered to several hundred customers for a 60-day trial in order for Bright House to evaluate its readiness from an operational and customer service standpoint. On August 30, 2004, Bright House announced the launch of VoIP service throughout Pinellas and Hillsborough counties and the company plans to offer service in Pasco County in September and in Hernando and Citrus counties by the end of December.[157]

The area served by Bright House could turn into one of the more hotly contested telephone markets in Florida, if not the nation. Knology, a cable TV competitor with its own network in Pinellas County, launched VoIP service in July 2004. Thus, including Verizon, three facilities-based carriers are now competing for telephone customers in Pinellas County. Verizon, in the meantime, has been researching the legal requirements for a possible launch of its own pay-TV service in Hillsborough, one of the counties served by Bright House.[158]

Other MSOs with cable networks in Florida include Cox, Comcast, Time Warner and Mediacom. Cox has indicated it will launch VoIP service in its Pensacola, Gainesville and Ocala markets sometime in 2004 and 2005. Mediacom is currently conducting a marketing and technical trial in Des Moines, Iowa, and is planning on a late 2004 launch in Iowa and possibly other markets later this year. "We're very excited with what we're seeing in the whole VoIP space," said John Pascarelli, executive vice president of operations for Mediacom.[159] While the location of those markets is unknown at this writing, Mediacom is in the process of filing for certification as a telecom provider in their six largest states, including Florida.[160]

---

[155] Ibid.

[156] Bright House Networks website.

[157] Hau, Louis. "Hello, it's Bright House Calling." St. Petersburg Times. August 31, 2004.

[158] Hau, Louis. "Hello, it's Bright House Calling." St. Petersburg Times Online. June 15, 2004.

[159] Breznick, Alan. Editor. "More Major MSOs Unveil VoIP Rollout Plans." Cable Datacom News. March 1 2004. <http://www.cabledatacomnews.com/mar04/mar04-2.html>.

[160] Ibid.

B. BROADBAND

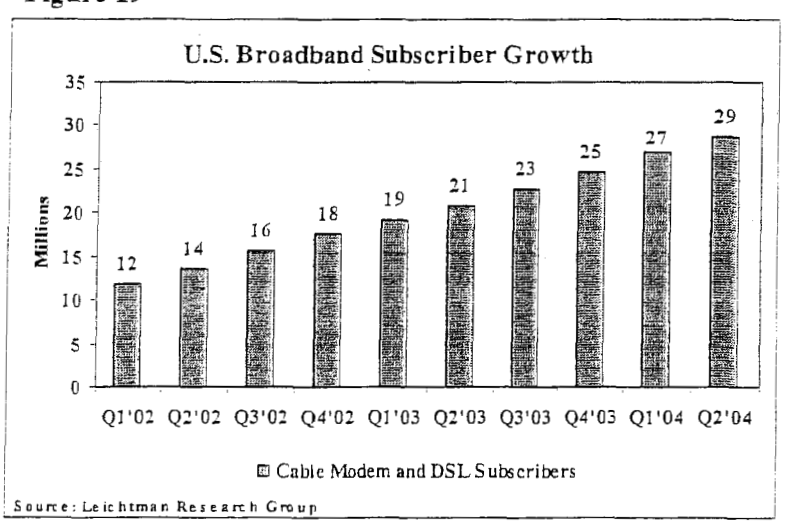
Experts agree that the future of the nation's communications networks is broadband. Whether broadband networks are wireline, wireless, or a combination of the two, they will provide the end user a single connection over which to send and receive voice, data and video communications. The previous sections discussing wireless, cable and VoIP services illustrate the importance of broadband to today's competitive market. The following section looks at today's broadband market nationally and in Florida, and provides an overview of emerging technologies that will make the future telecommunications market more dynamic and competitive.

1. Nationwide Trends in the Broadband Market

As the broadband market has progressed beyond early adopters to mass market customers, growth in Florida and throughout the United States remains strong. With this progression, focus is shifting from early concerns regarding availability and sustainability of growth to a greater interest in competitive choice, pricing, speed of service, and content. In addition, concerns remain for those (mainly rural) areas still without ubiquitous broadband availability.

As seen in Figure 19, the number of broadband subscribers in the United States continues a steady upward trajectory growing from 12 million subscribers in the first quarter of 2002 to 29 million by the end of the second quarter of 2004.

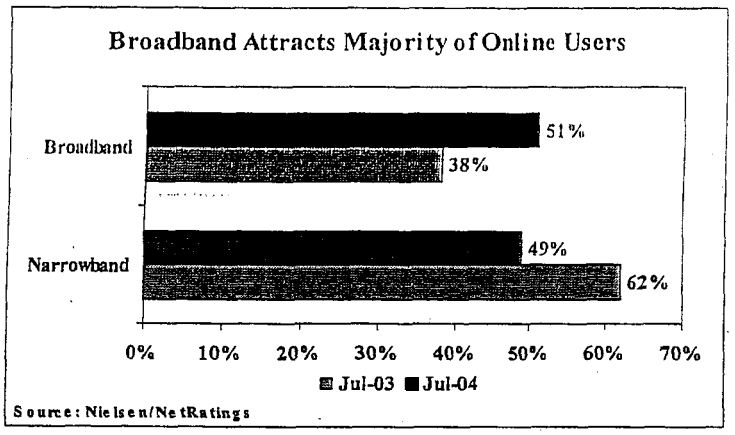
Figure 19



Nearly 25% of U.S. homes subscribe to broadband services, according to a January 2004 survey by Arbitron/Edison Media Research.[161] This is a jump from only 7% of homes in the 2001 Arbitron/Edison survey, showing considerable market development in only three years.

The swift growth and rising penetration level leads to a continuing shift in the broadband spotlight. Earlier stages of market development were characterized by concerns regarding availability on the supply side and slow growth on the demand side. Now that cable modem availability exceeds 90% of households passed and DSL coverage is expanding, the concerns regarding availability are now concentrated more specifically on the rural areas which still lack access. However, even rural areas are making headway in broadband deployment. In a survey of its rural members, OPASTCO[162] found that 99% of responding rural telephone companies were providing advanced services of at least 200 kbps. These companies were providing such service to 88% of their coverage area.[163] As to the demand side of the equation, broadband now represents more than half of U.S. Internet connections (Figure 20). According to Nielsen/NetRatings, 51% of Internet homes had broadband connections in July 2004. In comparison, 38% of Internet households had broadband connections in July 2003.[164]

Figure 20



The ongoing consumer shift to broadband is illustrated by several trends stemming from the evolving broadband competition. As cable modem and DSL providers expand, they are increasingly competing for the same customers in overlapping coverage areas. With broadband penetration levels growing, competition for the supply of new customers, generally those

[161] "Internet and Multimedia 12: The Value of Internet Broadcast Advertising." Arbitron/Edison Media Research. January 2004. <http://www.arbitron.com/home/content.stm>.

[162] Organization for the Promotion and Advancement of Small Telecommunications Companies.

[163] "New Survey Shows OPASTCO Rural Telcos Make Advanced Services Widely Available." May 10, 2004. <http://www.opastco.org/docs/051004AdvancedServices.pdf>.

[164] Vara, Vauhini. "High-Speed Surpasses Dial-Up As Top Home Web Access in U.S." The Wall Street Journal. August 18, 2004.

converting from dial-up service, is becoming more intense. DSL suppliers have typically trailed cable by a 2:1 ratio in market share. For the first time, however, DSL providers matched their cable counterparts in new subscribers added in the first quarter of 2004.[165] Growth rates for the DSL providers during the quarter outpaced cable across the board. In the second quarter of 2004, DSL providers surpassed cable in new broadband subscribers for the first time.[166] Overall, cable still leads in total subscribers with the leading cable MSOs claiming approximately 17.5 million subscribers. The top DSL providers report over 11 million broadband subscribers.[167]

The FCC's bi-annual report on high-speed services provides market share data for broadband lines as recently as December 31, 2003.[168] Nationally, 63% of broadband lines were based on cable modem service versus 34% DSL. In Florida, the report showed a closer race between the two technologies as cable made up 52% of all high-speed lines and DSL accounted for 40%. However, according to more recent survey data collected by this Commission, broadband market share in Florida is even closer.[169] Figure 21 shows a consistent trend toward market share parity between cable modem and DSL service.[170]

[165] "A Record 2.3 Million Add Broadband in First Quarter of 2004." Leichtman Research Group, Inc. May 11, 2004. <http://www.leichtmannresearch.com/>.

[166] "Broadband Internet Grows to 29 Million in the U.S." Leichtman Research Group, Inc. August 17, 2004. <http://www.leichtmannresearch.com/>.

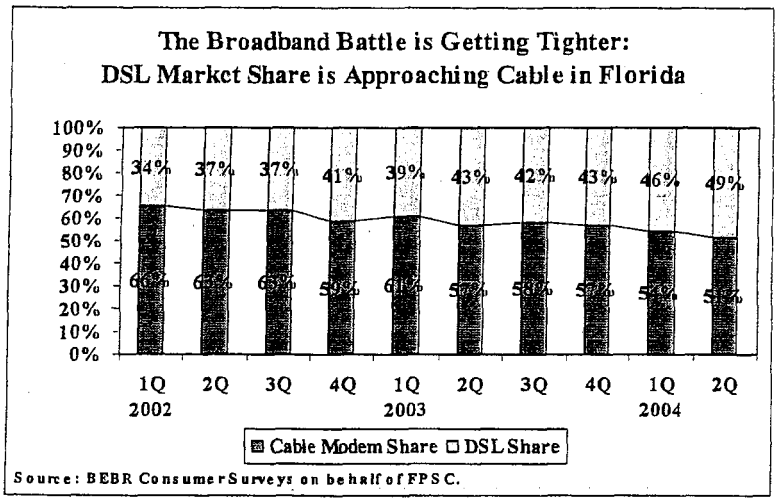
[167] Ibid. Top cable and DSL providers reported by Leichtman represent approximately 95% of all subscribers.

[168] "High-Speed Services for Internet Access: Status as of December 31, 2003." Federal Communications Commission. Released June 8, 2004. <http://www.fcc.gov/wcb/iatd/comp.html>. The FCC refers to "high-speed lines" as those that provide service at speeds over 200 kilobits per second, in either the upstream or downstream direction. "Advanced services lines" are those that provide services at speeds exceeding 200 kbps in both directions.

[169] Bureau of Economic and Business Research (BEBR) consumer surveys conducted on behalf of the Florida PSC.

[170] This figure examines only cable modem and DSL responses to calculate relative market share. Satellite, fixed wireless and other broadband access methods are not included here.

Figure 21



Pricing may be seen as a major factor in narrowing the market share gap between DSL and cable providers. "Over the past few quarters DSL providers have increased their focus on broadband with an emphasis on lower pricing," said Bruce Leichtman, president of the Leichtman Research Group.[171] Verizon and SBC, the two largest DSL providers have each offered DSL service for less than $30 per month, while many of the largest cable operators continue to charge $40 to $50 per month. Forrester Research points out that early broadband adopters were more acceptable to paying for higher-speed access, while today's more mainstream consumers are more price sensitive.[172] Forrester found that 43% of today's new broadband subscribers were motivated by the offer of a discounted package of broadband along with other telecommunications services.

As a competitive strategy, the major cable modem providers appear to have chosen to focus more on providing higher bandwidth rather than lower pricing. Comcast, Time Warner Cable, Cox Communications and RCN Corp. all increased data transmission rates in the summer of 2004. This followed an earlier round of speed boosts in fall 2003 which some saw as a response to DSL price cuts by the regional phone companies.[173]

Another interesting development in broadband is a rising concern by consumers that limited upstream broadband capacity is no longer sufficient. Upstream information transfer rates are becoming increasingly important as broadband users are creating and sharing larger

[171] "A Record 2.3 Million Add Broadband in First Quarter of 2004." Leichtman Research Group, Inc. May 11, 2004. <http://www.leichtmannresearch.com/>.

[172] Kolko, Jed. "In Broadband Game, Price Beats Speed." Forrester Research Special to CNET News.com. March 1, 2004.<http://www.news.com/>.

[173] Breznick, Alan. "MSOs Boost Data Speeds Again, Add Low-Priced Options." Cable Datacom News. September 1, 2004. <http://www.cabledatacomnews.com/>.

quantities of data and multimedia. This is a significant shift from the early dial-up Internet that was characterized by end users mainly downloading web pages or media to their computer.

Today, there is considerably more content creation in the home or small business. Content such as digital photos, digital video, music collections, peer to peer interactions, file transfers and VoIP applications all demand significant upstream capacity. Likewise, the increasing numbers of telecommuters, home offices, and small businesses depending on two-way bandwidth further highlights the importance of upstream bandwidth. As end user demands for increased upstream bandwidth are increasing, there are already signs this may be an important competitive battleground for service providers. In a May 4, 2004 press release, Verizon stated that it would increase the upload speed for its basic DSL plan to 384 kilobits per second (kbps) from the current 128 kbps. Cox Communications raised its "Preferred" cable modem service to 512 kbps upstream while maintaining the same price.[174] In a May 6, 2004 speech to investors, Qwest CEO Dick Notebart stressed the importance of upload speeds in the market today and went on to say he believed DSL had an advantage going forward in the ability to increase upstream bandwidth. Qwest's DSL Deluxe service currently offers upload capacity of 896 kbps, one of the highest available in the marketplace.[175] While cable providers may make similar claims, it is important to note the emerging contest in the area of upstream capacity.

2. The Florida Broadband Market

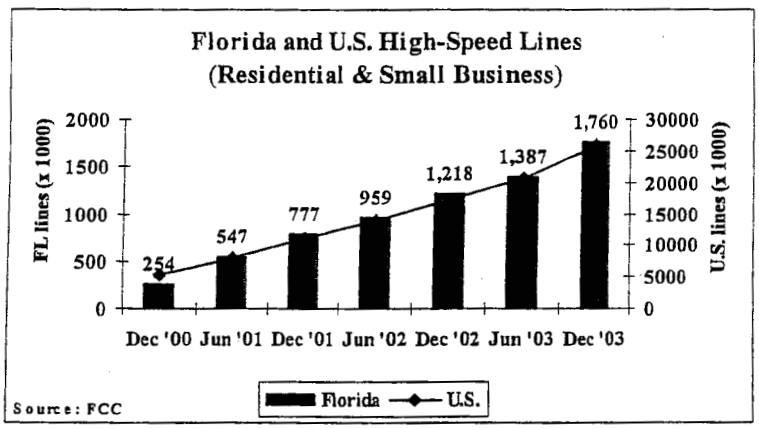
Florida's migration from dial-up to broadband Internet continues at a rapid pace. Figure 22 shows the rise in high-speed lines for Florida and the nation. By December 2003, Florida had over 1.76 million high speed lines in service to residences and small businesses. This was up from only 254,000 such lines three years earlier. This places Florida fourth nationally, behind California, New York and Texas. When looking at total high-speed lines, rather than residential and small business, Florida is third with 2 million such lines, behind only California and New York.[176]

[174] Ibid.

[175] <http://www.qwest.com/internet/>. Accessed July 21, 2004.

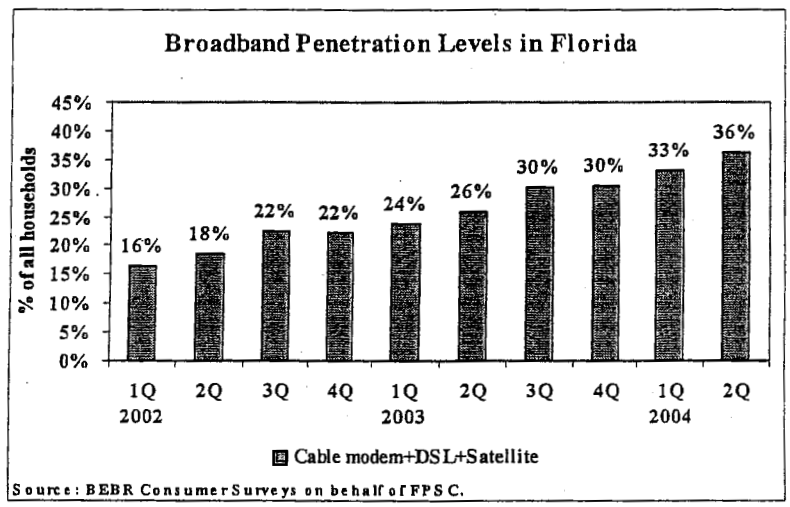
[176] FCC report on "High-Speed Services for Internet Access: Status as of December 31, 2003." Table 7.

Figure 22



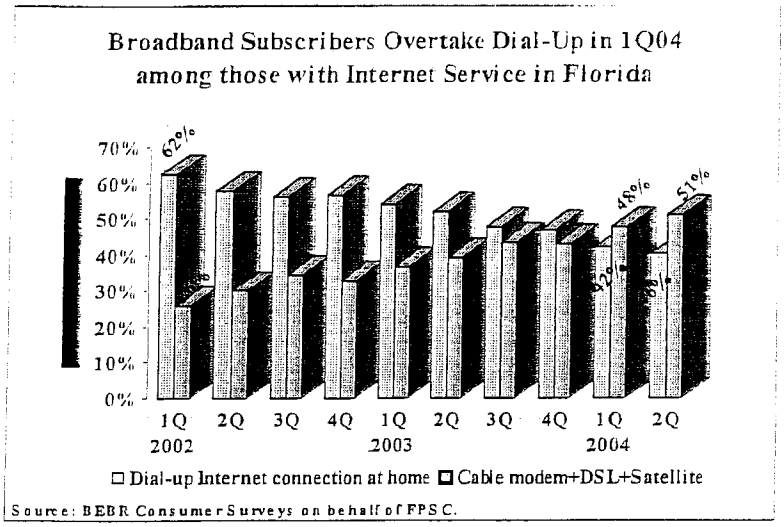
The FCC's biannual report on high-speed lines in service provides the most detailed broadband data in terms of state-specific and technology-specific information. However, the consumer surveys conducted by the University of Florida's Bureau of Business and Economic Research on behalf of this Commission provide additional information on Florida broadband penetration. Figure 23 shows that by the end of the second quarter of 2004, approximately 36% of Florida respondents reported having a high-speed Internet connection in the home.

Figure 23



The rise in broadband is more pronounced when looking exclusively at those with Internet service in the home. For the first time in Florida, the percentage using broadband eclipsed the percentage using dial-up in the first quarter of 2004. This event occurred rather dramatically, as the market share lead for dial-up was quite substantial only two years ago. During this time frame the broadband share of Florida Internet households rose from 26% to 51%, while the share for dial-up dropped from 62% to 40% (Figure 24).

Figure 24



3. Overview of Existing and Emerging Broadband Technologies

Emerging broadband technologies continue to make advances in the drive to capture a segment of the broadband market. While cable modem and DSL still account for the vast majority of broadband subscribers, advancements in the fields of wireless, fiber optics and broadband over powerline continue to offer hope for deployment of these emerging broadband technologies. The following is an overview of recent developments in these technologies.

a. Wireless Broadband

In 2004, wireless broadband made important strides toward becoming the third provider of high-speed Internet service to the home. While cable modem and DSL providers continue to rack up large subscriber gains, wireless innovation continues to push down prices and increase coverage areas. An overview of four such wireless technologies follows.

i. 3G Wireless

In the third generation mobile, or 3G, market, several companies have announced bold plans to provide nationwide mobile data service. Verizon Wireless and Sprint PCS are implementing CDMA networks based on a standard referred to as CDMA-EVDO, or "data-optimized" wireless. Typical downstream bandwidth is in the range of 300 to 500 kbps while upstream bandwidth is limited to approximately 40 to 60 kbps. Verizon Wireless intends to

spend $1 billion on the network over the next two years.[177] The service will be available on EVDO-based wireless telephones and laptop computers equipped with the Verizon Wireless network card. The service was originally available in San Diego and Washington D.C., but has since expanded to an additional twelve cities nationwide. In Florida, Verizon announced initial availability for the metropolitan area covering from North Palm Beach south through Miami, as well as the Tampa Bay region and Key West.[178] Expansion to further cities in Florida and nationwide is expected in 2004 and 2005. Sprint PCS will also deploy in select markets in the second half of 2004 and in the majority of top metropolitan markets in 2005.[179]

Cingular Wireless announced that it was also seeking to push up its timetable for providing high-speed wireless Internet service. Cingular is seeking to catch early market leaders in the race to provide 3G services. The company's mobile network, built on the GSM wireless standard rather than CDMA, faces a different migration path to 3G services. Cingular plans to use the UMTS (Universal Mobile Telecommunications System) technology to provide wireless Internet applications to customer wireless telephones at rates of up to 384 kbps, possibly beginning in 2005.[180] UMTS is compatible with the GSM networks used by Cingular and most European carriers. AT&T Wireless already has 3G service available to customers in six U.S. cities utilizing UMTS technology.[181]

Nextel Wireless has not yet announced its 3G strategy but the company is conducting an extensive field trial with an exciting mobile data technology from Flarion Technologies. The wireless service, known as Flash OFDM, has shown typical download speeds of 1.5 Mbps and upload speeds of 375 kbps, both significantly faster than competing mobile wireless broadband services. The trial is taking place in the Raleigh-Durham region of North Carolina and has been expanded to cover 1300 square miles.[182]

ii. Wi-Fi

The number of Wi-Fi hotspots in Florida has risen considerably over the past year. Florida had 937 hotspots listed as of September 2004 versus 385 in September 2003.[183] This

---

[177] "Verizon Wireless Announces Roll Out of National 3G Network." Verizon Wireless press release. January 8, 2004. <http://news.vzw.com/>.

[178] "Verizon Wireless Launches High-Speed Broadband Service." News Release. Verizon Wireless. September 22, 2004.

[179] "Sprint Announces Plans to Extend its Wireless Data Leadership with Launch of High-Speed Wireless Data Technology." Sprint Press Release. June 22, 2004. <http://www.sprint.com>.

[180] "Cingular to Deliver 3G Wireless." Cingular news release. June 22, 2004. <http://www.prnewswire.com/micro/cingul1>.

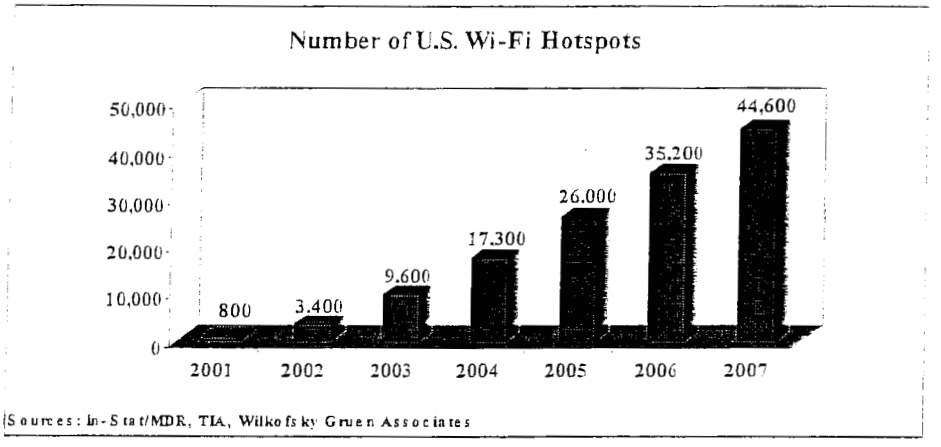
[181] "AT&T Wireless Extends 3G UMTS Service to Dallas and San Diego." AT&T Wireless press release. September 1, 2004. <http://www.attwireless.com/press/>.

[182] Nextel Communications, Inc. <http://www.nextelbroadband.com/>.

[183] Jiwire Guide to Wi-Fi. <http://www.jiwire.com>. Accessed September 2, 2004.

places Florida fourth nationally behind California, Texas and New York. Some research firms expect the number of U.S. hotspots to continue a rapid growth pace well into 2007 (Figure 25).[184]

Figure 25



The increasing use of Wi-Fi in homes and businesses has been tempered by difficulties for service providers in establishing a successful business model. The consumer Wi-Fi experience seems to be characterized by high demand from early adopters, but low willingness to pay for a wireless broadband service when many already subscribe to broadband at home. Low equipment costs, unlicensed spectrum, and a well established Wi-Fi standard result in intense competition and small to negative profit margins for equipment manufacturers and operators.

A high-profile example of these challenges is the termination of the Cometa Networks effort not long after its initiation. The company set out to become a nationwide wholesaler of Wi-Fi connectivity, with a goal of 20,000 hotspots. The project was initially backed by IBM, AT&T, Intel and venture capital firms, but never made it past initial deployments in Seattle, New York and Connecticut.[185] Investor support and enthusiasm never developed to support the nationwide model. Cometa's vice president of marketing, Kent Hellebust, noted that potential investors did not believe the return on capital would be sufficient to justify expansion.[186] Another major blow occurred when McDonald's decided to go with competitor Wayport for a rollout of over 8,000 hotspots in the next 12 months.[187]

---

[184] TIA's Tech Trends, Volume I No. 1. May 2004. <http://www.tiaonline.org/media/may04_tech_trends.pdf>.

[185] O'Shea, Dan. "Industry Surprised by Cometa Shut Down." TelephonyOnline. May 19, 2004. <http://www.telephonyonline.com/>.

[186] Konrad, Rachel. AP Business Writer. "Cometa Closes as Investors Shy from Wireless Internet Access." The Detroit News. May 20, 2004. <http://www.detnews.com/2004/technology/0405/20/technology-158156.htm>.

[187] Shim, Richard. "Wayport, McDonald's Cook up Hotspot Deal." CNET News.com. May 24, 2004. <http://www.news.com/>.

Just as many are struggling with the Wi-Fi business model, there is considerable interest in further expanding the technology into mainstream usage. The development of hybrid mobile telephones, capable of roaming from wireless telephone networks to Wi-Fi networks, has the potential to significantly expand the presence of both wireless methods. Proponents even suggest such a combination would provide a strong alternative to traditional wired telephone service.[188] The hybrid telephones would combine high-speed data capabilities and lower cost VoIP service while in the Wi-Fi domain, along with the increased range and coverage of today's mobile telephone networks. If early problems with seamless call transfers between networks and hefty battery requirements can be overcome, the convergence promises the best of both worlds for voice and data customers. However, early telephones and service plans are generally dedicated to business users and are expected to be priced at a premium. Wireless broadband would cost between $40 to $80 a month and fees for Wi-Fi hotspots another $20 to $40 per month.[189]

iii. Fixed Wireless

Fixed wireless broadband solutions are typically based on a centralized tower antenna which transmits signals to and from window or roof mounted antennas located at the customer premises. The fixed wireless category includes a variety of technical standards, configurations and bandwidth alternatives.

The fixed wireless broadband market continues to adopt more productive technology solutions. Companies are seeking to develop business models which will allow them to provide service to customers left behind by traditional wireline broadband. Many are even looking to compete for wireline customers by offering wireless service at comparable price points.

WiMAX is a set of emerging fixed wireless broadband standards which have gained much attention recently. Technically related to Wi-Fi, but designed for long range, high bandwidth transmissions, WiMAX has the potential to compete with landline broadband solutions. Initial applications have been directed towards corporate users, but supporters of the technology believe it will eventually be an alternative for residential consumers as well. WiMAX provides up to 31 miles of service area range and allows users to get broadband connectivity without needing direct line of sight with the base station. Each base station can supply a sufficient amount of bandwidth to simultaneously support hundreds of businesses with T1/E1-type connectivity and thousands of homes with DSL-type connectivity.[190]

While the technology is praised by many, there are also a great number who doubt that benefits or successful business models will develop for quite some time. For starters, there are worries that WiMAX production will never scale to the level of Wi-Fi, and therefore will remain

---

[188] Charny, Ben. "Wi-Fi Phones Make a Splash." CNET News.com. August 5, 2004. <http://www.news.com/>.

[189] Ibid.

[190] "About the WiMAX Forum." WiMAX Forum. <http://www.wimaxforum.org/about>.

an expensive method of broadband deployment. As an end-user product, Wi-Fi has permeated not just home networking for computers but numerous other consumer products as well. WiMAX meanwhile is positioned as a wide area technology and may have more difficulty in achieving economies of scale in the production of base stations and other needed equipment.[191] It is also difficult at this early stage of development to determine which business models incorporating WiMAX gear will be most effective. Intel Corporation, a major backer of WiMAX, notes that service providers will need to sustain a mix of high-revenue business customers and high-volume residential subscribers to support a profitable business model.[192] Intel stressed that the inherent flexibility of WiMAX is an advantage in deploying such a model.

Last year, one of the nation's earliest wireless broadband services was provided by Clearwire in Jacksonville, Florida. Since that time the company has been acquired by wireless veteran Craig McCaw and announced a re-launch of new wireless broadband services in August 2004. Clearwire is providing a new fixed wireless broadband service, based on an early version of the WiMAX standard, to customers in Jacksonville, Florida. Clearwire introduced the new service first in Jacksonville with other cities throughout the nation to follow, including Daytona Beach.[193] The Clearwire tower transmits radio signals from a base site to a small, wireless modem, the size of a paperback book which connects the users' computer to the Internet.[194] The service also focuses on ease of use for the customer. With plug and play capability, the home installation process is meant to be extremely simple. Customers purchase the wireless modem and plug it into their home computer to receive wireless broadband service at rates ranging from 1.5 Mbps for $34.99 monthly down to 512 kbps for $24.99 a month.

BellSouth announced in March that it was expanding its fixed wireless broadband trials to Palatka, Florida.[195] The company said earlier trials in Daytona Beach were positive and that the Palatka trials would incorporate tests of features and capabilities, such as the introduction of Wi-Fi components. The new trials will also examine the feasibility of fixed wireless broadband technology in rural areas.

iv. Satellite

Broadband service providers desiring to supply Internet service via satellite continue to have a difficult struggle. The high cost and complexity of such service, combined with

[191] Jarich, Peter. "The 'Why' of WiMAX." Current Analysis, Inc. May 10, 2004. <http://www.supercomm2004.com/ind_news/>.

[192] "IEEE 802.16 and WiMAX: Broadband Wireless for Everyone." Intel Corporation white paper. <http://www.intel.com/netcomms/technologies/wimax/>.

[193] Gibbons, Timothy J. "Jacksonville First Market for Clearwire Venture." The Florida Times Union. August 26, 2004. <http://jacksonville.com/>.

[194] "Clearwire Launches Wireless Broadband Internet Service." Clearwire press release. August 26, 2004. <http://www.clearwire.com/>.

[195] "BellSouth Announces Fixed Wireless Broadband Trial in Palatka, Florida." BellSouth Press Release. March 23, 2004. <http://www.bellsouth.com>.

download and upload speeds slower than those of landline broadband providers, may create a difficult business model for satellite broadband providers. DirecWay is the nation's largest provider of satellite broadband service, with 180,000 residential customers as of year-end 2003.[196] However, News Corp. Ltd, which took over DirecWay and its parent companies in 2004, has deemphasized the satellite broadband business, citing doubts in the projections of market demand and profitability. The Spaceway project, which was promoted as a next generation broadband satellite offering will be scrapped, with the only satellite to be launched dedicated to HDTV instead of Internet service.[197] In fact, News Corp. Ltd. has put the DirecWay division up for sale in order to fund its core DirecTV assets.[198]

For many consumers in rural areas, satellite is the only means of obtaining broadband Internet service. According to recent surveys by Northern Sky Research (NSR), as many as 2.5 million rural households and small office/home office users in North America would be receptive to using the latest satellite technology to gain high-speed access to the Internet.[199] The National Rural Telecommunications Cooperative, which lends support to broadband satellite initiatives for its members, states that, "only about 5% of rural towns with populations less than 10,000 have access to broadband."[200] However, this does not create an easy market for satellite providers, as noted by NSR senior analyst Patrick French. "The fallacy has been that potential customers in unserved and underserved areas would be willing to pay more for a broadband-satellite connection. But the reality is that many users are simply electing to stick with a standard dial-up connection."[201]

b. Fiber-to-the-Home

Significant announcements in the fiber-to-the-home (FTTH) market this year provide continued optimism for the future of this powerful medium. Smaller operators and municipalities are already leading the charge in fiber deployment. In fact, the Fiber-to-the-Home Council noted that, "FTTH deployments continue to be driven by municipalities, competitive

---

[196] The DirectTV Group, Inc. Form 10-K, page 12. For the fiscal year ended December 31, 2003. United States Securities and Exchange Commission. <http://www.sec.gov/edgar/searchedgar/webusers.htm>.

[197] Pasztor, Andy. "Ambition to use Spaceway to Offer Broadband Service Fades Amid Profit Doubts." The Wall Street Journal, May 28, 2004; page A3.

[198] Hamilton, Dane. "Bidders for DirecTV Satellite Unit Shrink – Sources." Reuters. June 24, 2004.

[199] Long, Mark. "Broadband Via Satellite: Looking Down?" NewsFactor Network. June 28, 2004. <http://wireless.newsfactor.com>.

[200] National Rural Telecommunications Cooperative. <http://www.nrtc.coop/sub/wildblue/index.html>. Accessed July 6, 2004.

[201] Long, Mark. "Broadband Via Satellite: Looking Down?" NewsFactor Network. June 28, 2004. <http://wireless.newsfactor.com/>.

local exchange carriers (CLECs) and new residential developments."[202] The FTTH Council lists 128 communities in 32 states with FTTH deployments, up from 94 communities in 26 states as of September 2003. This year's list includes six communities in Florida.

While the number of subscribers, or even deployments, remains a small percentage of American households, momentum seems to be building with two of the RBOCs announcing large fiber build-outs. Both Verizon and SBC made recent announcements regarding their fiber plans. Verizon announced that the company was on track to reach one million homes in 2004 with fiber to the premises (FTTP), as the company refers to its chosen technology. In 2005, Verizon plans on deployment to two million more homes. Verizon initiated its first fiber deployment in Texas and has plans to expand through eight other states in its local service territory, including its Tampa, Florida region. The new service will provide broadband download speeds beginning at five Mbps and ranging as high as 30 Mbps, according to Bob Ingalls, president of Verizon's Retail Marketing Group.[203] SBC also announced the possibility of a $4 billion to $6 billion investment in fiber optic deployment for broadband, video and communications services over the next five years. The company noted that investments were still subject to pending regulatory matters and field trials of the technology in the summer of 2004.

In the Triennial Review Order and subsequent clarifications, the FCC ordered that ILECs will not have to unbundle "broadband elements" (specifically fiber-to-the-home loops (FTTH), fiber-to-the-curb loops (FTTC), the packetized functionality of hybrid loops, and packet switching) under Section 251 of the 1996 Act.[204] Following that order, uncertainty remained as to whether Section 271 of the 1996 Act[205] might still require unbundling of these deployments by Regional Bell Operating Companies (RBOCs). Specifically, some CLECs and state commissions had suggested that although certain unbundling obligations under Section 251 had been lifted by the TRO, Section 271 might still allow an avenue for enforcing unbundling of broadband investment by the RBOCs. Each of the four RBOCs, including BellSouth and Verizon, petitioned the FCC for forbearance from the unbundling obligations in Section 271 to the extent they may have applied to broadband deployment. On October 22, 2004, the FCC granted these petitions for forbearance, ordering that the four RBOCs will not be forced to unbundle broadband elements under Section 271. In the order, released on October 27, 2004, the FCC states, "we forbear from enforcing the requirements of section 271, for all four petitioners (the Bell Operating Companies (BOCs)), with regard to the broadband elements that the Commission, on a national basis, relieved from unbundling in the *Triennial Review Order* and subsequent reconsideration orders (collectively, the "*Triennial Review* proceeding"). These

---

[202] "U.S. Optical Fiber Communities-2004." Fiber-to-the-Home Council and the Telecommunications Industry Association. May 19, 2004. <http://www.ftthcouncil.org>.

[203] "Verizon, in Historic First, Begins Large-Scale Rollout of Advanced Fiber-Optic Technology." Verizon News Release. May 19, 2004. <http://newscenter.verizon.com>.

[204] There are some narrow limits to this exemption from unbundling requirements.

[205] Section 271 of the 1996 Act, among other things, addresses RBOC obligations for unbundling in order to receive approval to provide long distance service.

elements are fiber-to-the-home loops (FTTH loops), fiber-to-the-curb loops (FTTC loops), the packetized functionality of hybrid loops, and packet switching (collectively, broadband elements).[206]

The FCC noted that "the relief included in this decision will benefit consumers by making the RBOCs more vigorous competitors to cable modem service, which plays a significant role in the current broadband market."[207] In addition, the FCC reiterated conclusions from the Triennial Review "that relieving incumbent carriers from the unbundling rules for these particular broadband elements could spark a race to build next-generation networks that will benefit consumers by providing new services and more competition."[208]

c. Broadband over Power Line (BPL)

Broadband over power line (BPL), which is also referred to as power line communications (PLC), is an emerging technology that delivers broadband Internet connectivity over electric power lines. BPL is a last mile technology that takes advantage of medium and low voltage line capacities. Electricity travels at a lower frequency than an Internet signal, so the two can share a power line.[209] Internet data traffic can be transmitted through this medium for approximately one mile, or longer with the use of repeaters. For the backhaul of traffic to Internet backbones, traditional fiber optic or other landlines are required. The technology has promise due to the existence of a network that already completes an electrical connection to virtually every home and business. By enabling power lines with the ability to provide broadband Internet, proponents hope this third network to the home will rival those established by telephone and cable companies.

The FCC issued a Notice of Inquiry (NOI) on April 23, 2003, requesting public comment on the use of electrical power lines to provide Internet and broadband services to residential and business consumers. The NOI was issued as part of the FCC's "effort to promote spectrum flexibility and access to broadband services for all Americans, and to encourage multiple platforms for broadband, especially new facilities-based platforms."[210] The NOI was also issued to request comments to assist the FCC in reviewing their Part 15 rules, which provided specific emission limits for carrier current systems operating below 30 MHz.[211] BPL is one of the

---

[206] FCC Releases Order Granting BOC Petitions for Forbearance From Section 271 Requirements for "Broadband Elements". October 27, 2004. <http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-04-254A1.doc>.

[207] "Federal Communications Commission Further Spurs Advanced Fiber Network Deployment." October 22, 2004. <http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-253492A1.doc>.

[208] Ibid.

[209] Glanz, William. "Electric Companies Begin Offering Broadband Service." The Washington Times. April 5, 2004. <http://washingtontimes.com/business/20040404-100425-2213r.htm>. Accessed May 6, 2004.

[210] FCC News Release. FCC Begins Inquiry Regarding Broadband Over Power Line (BPL). April 23, 2003. <http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-233537A1.pdf>.

[211] FCC Notice of Proposed Rulemaking. February 23, 2004. Docket Nos. 03-104 & 04-37. FCC 04-29.

systems to which Part 15 rules apply. Of particular interest to the FCC were comments on the current state of high speed BPL technology, potential interference effects, and test results from BPL experimental sites. The FCC has issued at least eight experimental licenses to offer the service since April 2003. The companies issued licenses include Progress Energy for Raleigh, North Carolina, and Southern Telecom for unspecified areas in Alabama, Florida, Georgia, and Mississippi.[212]

On February 12, 2004, after receiving over five thousand comments and replies to the NOI, the FCC released a Notice of Proposed Rulemaking (NPRM) proposing rules for BPL that were intended to increase the availability of broadband service to underserved areas and enhance competition while protecting existing services against interference. The NPRM provided interference mitigation requirements, as well as procedures for measuring radio frequency energy emitted from BPL equipment.[213] The NPRM also proposed facilitating access to BPL to increase the availability of broadband in rural and underserved areas, where power lines are already in place and there is no access to broadband in many cases.

One group that has voiced opposition to the deployment of BPL is amateur radio operators who are concerned that BPL may affect their shortwave radio communications signals. This group believes BPL may also affect the high-frequency transmissions used for national security, emergency response and an array of other applications.[214] In May 2004, the Institute of Electrical and Electronics Engineers-USA (IEEE) filed comments regarding the FCC's NPRM. The IEEE said the FCC has not yet resolved interference concerns, including concerns that BPL technologies may cause serious and harmful interference to national security, homeland defense, and emergency and disaster communications. The IEEE also commented that Access BPL systems may be subject to interference from licensed users of the high frequency spectrum that they use, causing the quality of service to decrease.[215] The FCC believes interference problems can be resolved by technical solutions.[216]

A number of BPL trials have been conducted across the nation, but there have been few commercial rollouts thus far. Current Communications Group and Cinergy Broadband, LLC, announced in March 2004 the first large-scale rollout of BPL technology and services in the U.S. The service is available only in the Cincinnati, Ohio area, but plans include deployment to other Cinergy customers in Kentucky, Ohio, and Indiana, potentially reaching 24 million customers.

---

[212] Schoolar, Daryl. "Has the Time Come for Broadband Power Line?" In-Stat/MDR Information Alert Newsletter. March 24, 2004. Vol. 49. <http://www.instat.com/infoalert.asp?Volname=Vol.%20%23%2049#item3>.

[213] FCC Press Release. FCC Proposes Rules For Broadband Over Power Lines To Promote Broadband Service To Underserved Areas And Increase Competition. February 12, 2004. <http://www.fcc.gov/headlines.html>.

[214] American Radio Relay League Web site. Broadband over Power Line: Why Amateur Radio Is Concerned About Its Deployment. <http://www.arrl.org/tis/info/HTML/plc/BPL-leave-behind.pdf>.

[215] Comments of IEEE-USA. FCC Docket Nos. 03-104 & 04-37. May 3, 2004. <http://www.ieeeusa.org/policy/POLICY/2004/050304a.pdf>.

[216] FCC Notice of Proposed Rulemaking. Docket Nos. 03-104 & 04-37. February 23, 2004. FCC 04-29.

The initial deployment followed 14 months of trials. One feature of the service is VoIP telephone service capability.[217]

While BPL seems to hold promise as a third wired broadband network to the home, it is unproven in the marketplace. BPL is entering a market where intense competition already exists between cable modem and DSL providers.

[217] Current Communications Press Release. Current Communications and Cinergy Launch Broadband Access Over Power Lines. March 2, 2004.
<http://www.currentgroup.com/OurCompany/PressReleases/PressReleasesDetails/4.htm>.

CHAPTER V: DISCUSSION OF ITEMS REQUIRED BY CHAPTER 364, F.S.

A. INTRODUCTION

Section 364.386(1), Florida Statutes, requires the Commission to address six points in its evaluation of the status of local wireline telecommunications in Florida. With those issues in mind, staff drafted data requests and sent them to all certificated CLECs and ILECs. The CLEC data request consisted of questions designed to obtain information regarding the types of local telecommunications services being offered, the range of rates and bundles for services offered, the status of agreement negotiations with ILECs, and the geographic areas where customers are able to obtain such services. Along with questions regarding the amounts invested in networks serving Florida and other service offerings such as cable television and cellular service in Florida, CLECs were asked to describe any barriers experienced in entering Florida's local exchange market. Comments as to any major obstacles believed to be impeding the growth of local competition and suggestions as to how to remove such obstacles were also solicited. This chapter addresses the statutory questions and summarizes some of the feedback provided by CLECs in response to the additional questions.

A 1997 amendment to Section 364.161(4), Florida Statutes, mandates that the Commission maintain a file of all CLEC complaints against ILECs regarding timeliness and adequacy of service in the provisioning of unbundled network elements, services for resale, requested repairs, and necessary support services. This information, including how and when each complaint was resolved, is included in Appendix D.

The Commission is required to address the following points in analyzing the status of competition in Florida:

(1) The overall impact of local exchange telecommunications competition on the continued availability of universal service.

(2) The ability of competitive providers to make functionally equivalent local exchange services available to both residential and business customers at competitive rates, terms, and conditions.

(3) The ability of customers to obtain functionally equivalent services at comparable rates, terms, and conditions.

(4) The overall impact of price regulation on the maintenance of reasonably affordable and reliable high-quality telecommunications services.

(5) What additional services, if any, should be included in the definition of basic local telecommunications services, taking into account advances in technology and market demand.

(6) Any other information and recommendations which may be in the public interest.

B. Discussion of Six Statutory Issues

1. The Overall Impact of Local Exchange Telecommunications Competition on the Continued Availability of Universal Service.

Universal Service is the longstanding concept that a specified set of telecommunications services be available to all customers at affordable rates.[218] Chapter 364.025, Florida Statutes, provides a number of guidelines designed to maintain universal service objectives with the introduction of competition in the local exchange market. Section 364.025(1), F.S., requires ILECs to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within a company's service territory until January 1, 2009. Section 364.025(4), F.S., mandates that prior to January 1, 2009, "the Legislature shall establish a permanent universal service mechanism upon the effective date of which any interim recovery mechanism for universal service objectives or carrier-of-last-resort obligations imposed on competitive local exchange telecommunications companies shall terminate." In compliance with this section, the Commission submitted its report, Universal Service in Florida, to the Governor and Legislature in December 1996. At the direction of the Legislature, universal service issues were revisited in the Universal Service and Lifeline Funding Issues report submitted in February 1999. In its report, the Commission stated that "although the potential for an ILEC to experience competitive erosion of its high-margin customers while retaining its high-cost (and perhaps below cost) customer base is a real concern, the Commission has not discerned any such major impact to date."

In 2003, 94.6% of Florida households subscribed to local telephone service, exceeding the national average of 94.2%.[219] This represents an increase in Florida households subscribed from 94.3% reported for 2002, and 93.2% reported in 2001.[220] Households with incomes below $14,000 annually increased telephone subscribership from 94.3% in 2002, to 94.4% in 2003.[221] Since 1997, the number of households receiving Lifeline Assistance, an assistance plan that allows for up to a $13.50 credit on monthly phone charges, has increased 5.4%.[222]

Local exchange wireline competition has had little discernable impact on the continued availability of universal service.

---

[218] Exactly what should constitute that "specified set" of services is hotly debated in the national arena.

[219] Federal Communications Commission. Wireline Competition Bureau. *Telephone Subscribership Report.* Washington D.C., 2004.

[220] Ibid.

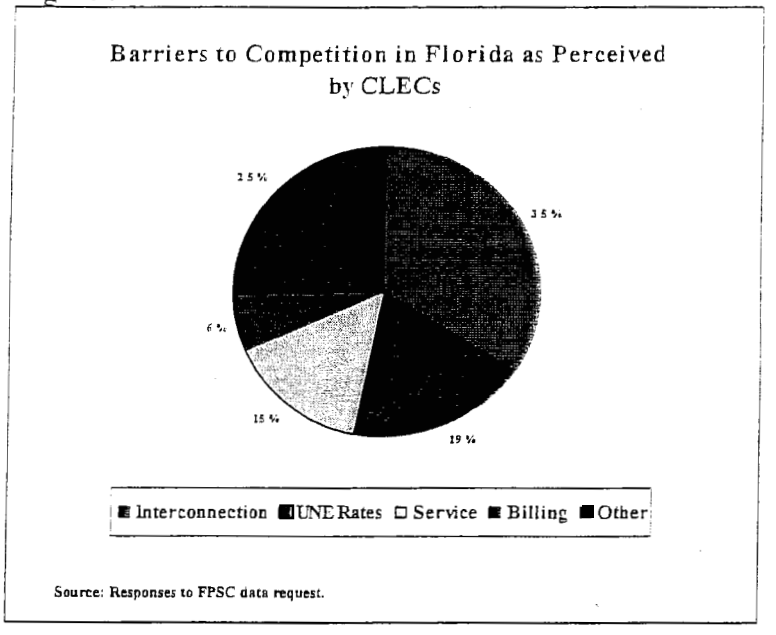
[221] Ibid.

[222] Ibid.

2. The Ability of Competitive Providers to Make Functionally Equivalent Local Exchange Service Available to Both Residential and Business Customers at Competitive Rates, Terms, and Conditions.

The Commission surveyed the 420 CLECs certified as of May 31, 2004. Of the 357 respondents, 175 indicated that they were currently providing service in Florida. CLECs were asked to discuss any perceived barriers to competition in Florida and to describe any significant obstacles that may be impeding the growth of local competition in the state. The primary issues identified by the respondents are shown in Figure 26.

Figure 26



Interconnection Agreements – The most frequently reported barrier to entry was issues relating to interconnection agreements. CLEC allegations included "take it or leave it" negotiations by ILECs, delays in the negotiation process, excessive costs, and unwillingness of ILECS to negotiate. Recent TRO developments, and the increased focus on negotiations, may have contributed to some CLECs reporting this as a perceived barrier. Last year, interconnection agreements was the second most frequently reported barrier to entry.

UNE Rates – UNE pricing was the second most commonly listed barrier to entry. Some CLECs stated that Commission-set UNE rates were too high and should be reduced. Other CLECs were troubled by the variation of UNE rates between Sprint, BellSouth, and Verizon. Last year, UNE rates was the most commonly identified barrier to entry.[223]

Service – CLECs stated that another barrier to entry was service problems. This category includes allegations about service from the ILEC to the CLEC and from the ILEC to the CLEC's

[223] It should be noted that facilities-based CLECs like Florida Digital Network have expressed concern that artificially low UNE-P rates place them at a competitive disadvantage vis-à-vis CLECs offering service via UNE-P.

customers. Some CLECs alleged that new customer installation was delayed by ILECs. Other service issues included problems with number portability, untimely correction of defects, and incorrectly rejected orders.

Billing – Another barrier to entry alleged by CLECs was billing problems. CLECs stated that they have to use their employees to correct billing issues that are the responsibility of the ILECs.

Other Issues – CLECs raised several other issues that did not necessarily fit into one of the major categories previously discussed. Those issues included regulatory uncertainty, winback activities, too much competition, and the belief that the elimination of UNE-P will eliminate competition. Some CLECs stated that another barrier to entry was DSL-related issues.

Pursuant to Section 364.161(4), Florida Statutes, the Commission handles CLEC complaints filed against ILECs. It is noteworthy that over the past three years, the number of complaints has been declining. There were 81 complaints filed from July 1, 2001 through June 30, 2002, 58 complaints filed from July 1, 2002 through June 30, 2003, and 41 complaints filed from July 1, 2003 through May 31, 2004 (note that the number of complaints for the month of June 2004 is not included in the last total).

The Commission received 254 negotiated agreements and 10 requests for arbitration between July 1, 2003 and May 31, 2004. Since June 1996, the Commission has reviewed and approved 2,871 negotiated interconnection agreements.

3. The Ability of Customers to Obtain Functionally Equivalent Services at Comparable Rates, Terms, and Conditions.

In an environment of emerging intermodal competition for voice service, analysis of this statutory factor is not simple. Customers may obtain what they consider functionally equivalent services – via wireline telephony, wireless, VoIP, or cable telephony. This factor, however, is only analyzed herein with respect to the provision of wireline telecommunications by ILECs and CLECs, the companies subject to Commission jurisdiction. As such, our analysis of this factor can be incomplete at best.

As of May 31, 2004, 175 CLECs reported they are currently providing some form of local telecommunications service in Florida. Appendix A lists the responding CLECs, the class of customers each serves, and the methods by which each provides service. Methods of offering service are through *resale* of an ILEC's, or wholesaler's products, *facilities-based* provisioning entirely through the competitor's own facilities, *unbundled network elements* (UNEs) leased from the ILEC, or a *mixed* combination of two or more methods.

Table 6 shows that CLECs appear to continue to target markets with large concentrations of customers. The table lists the state's ten Local Access and Transport Areas (LATAs), the

number of local exchange areas within the LATA served by a local telephone company, and the number of exchanges within the LATA without a competitive entrant.[224]

Table 6 CLEC Providers by Florida LATA						
LATA	Exchanges in LATA		Exchanges without competitive entrant		Area Codes Serving LATA	
	2003	2004	2003	2004	2003	2004
Daytona	10	10	0	0	386	386
Ft. Myers	31	31	0	0	863,941,941 to 239	863,941,941 to 239
Gainesville	49	49	1	2	352,850,904	352,850,904
Jacksonville	43	43	0	0	386,904	386,904
Mobile, AL	2	2	1	1	850	850
Orlando	23	23	0	1	321,386,407,407	321,386,407,407
Panama City	35	35	3	5	850	850
Pensacola	23	23	2	3	850	850
Southeast	25	25	1	1	305,561,561 to 772, 754,786,954	305,561,561 to 772, 754,786,954
Tallahassee Area	12	12	0	0	850	850
Tampa Area	24	24	0	0	727,813,863,941	727,813,863,941

Source: Responses to FPSC data requests; FPSC Internal Sources.

Customers must also be able to obtain functionally equivalent services at rates comparable to that of the ILEC in order for meaningful competition to take place.[225] As shown in Table 7, customers appear to have access to a wide variety of rates as competitors have developed a variety of pricing strategies to gain customers, including overall discounts and matching the incumbent's price.

Table 7 Local Rates for Selected Florida CLECs and ILECs As of May 31, 2004					
CLEC Rate			ILEC Rate		
CLEC	Residential	Business	ILEC	Residential	Business
Supra Telecommunications and Information Systems, Inc.	$10.95	$27.95	BellSouth	$7.57-$11.04	$20.55-$30.20
Tallahassee Telephone Exchange	$9.65	$19.99	Sprint	$7.63-$11.78	$16.57-$25.57
American Fiber Networks	$10.75-$12.00	$25.25-$30.00	Verizon	$10.12-$12.10	$24.47-$30.35
Orlando Telephone Company	$11.50	$25.00	BellSouth Sprint	$7.57-$11.04 $7.63-$11.78	$20.55-$30.20 $16.57-$25.57

Source: Company Tariffs and Price Lists.

Another pricing strategy offered by CLECs is prepaid telephone service, an option for, among others, consumers with poor credit histories or those disconnected due to repeated late

[224] The 2003 Report erroneously stated that there were two exchanges in Mobile and in Panama City, and one exchange in Tallahassee without a competitive entrant. The correct numbers were one, three, and zero, respectively.

[225] As noted, customers may obtain what they consider functionally equivalent services via other platforms. Our analysis is limited to wireline telecommunications issues.

payment or nonpayment. Customers of prepaid telephone companies typically agree to pay a monthly fee in advance for local calling and 911 access, but must agree to block long distance, 900-numbers, and directory assistance calls. Prices for such services are approximately $39.00 per month for residential service, and $69.00 per month for business service. Telephone companies providing only prepaid telephone services account for 31 of the 175 companies providing local service in Florida.

4. The Overall Impact of Price Regulation on the Maintenance of Reasonably Affordable and Reliable High-Quality Telecommunications Services.

In 2003, the Florida Legislature passed a comprehensive rewrite of the Florida statutes governing the regulation of telecommunications companies in Florida. The legislation entitled "The Tele-Competition Innovation and Infrastructure Enhancement Act of 2003" (the 2003 Act) was signed into law on May 23, 2003, by the Governor. The law is designed to provide further impetus for development of a more competitive telecommunications market in Florida. The law most notably impacts the regulation of ILECs and IXCs.

On August 27, 2003, BellSouth, Verizon and Sprint filed petitions with the Commission proposing to implement Section 364.164, Florida Statutes, by rebalancing rates in a revenue neutral manner, on a statewide basis, through decreases in intrastate switched access charges with offsetting rate adjustments for basic local services. The initial petitions were dismissed by the Commission as deficient based on a statutory criterion, but the companies subsequently amended their petitions to correct the deficiencies.[226] A related docket was opened by the Commission on October 2, 2003, to address the required flow-through of ILEC switched access charge reductions by IXCs, pursuant to Section 364.163(2), Florida Statutes.

Fourteen public hearings were held throughout the state to obtain customer input, and citizens filed written comments. The Commission took additional testimony and evidence on the petitions from December 10 through 12, 2003 and reached a decision at its December 16, 2003, Agenda Conference. Based on the evidence before it and having considered a detailed staff recommendation recommending that the rate rebalancing petitions be granted, the Commission found that intrastate access rates currently provide support for basic local telecommunications services and that the support prevents the creation of a more attractive competitive local exchange market by keeping local rates at artificially low levels, thereby raising an artificial barrier to entry into the market by efficient competitors. The Commission determined that the elimination of such support will induce enhanced market entry into the local exchange market by competitors, resulting in the creation of a more competitive local exchange market that will benefit residential consumers. Therefore, it granted the BellSouth, Verizon and Sprint petitions for rate rebalancing.

Although not mandated by Section 364.164 to consider the impact of the proposals on toll rates paid by residential consumers, the Commission concluded that many residential customers will benefit directly from the elimination of in-state connection fees and reductions in

[226] BellSouth filed its amended petition on September 30, 2003; Sprint on October 1, 2003; and Verizon on October 2, 2003.

per-minute intrastate toll rates. Notwithstanding arguments that it lacked the authority to do so, the Commission ordered that reductions in switched access charges paid by IXCs and ILECs be flowed through to consumers for a minimum period of two years. Further, noting that the amended Lifeline provisions in Section 364.10 will help to protect economically disadvantaged consumers from the effect of local rate increases, the Commission secured the commitment of each of the three large ILECs to expand its Lifeline eligibility criteria further than the 2003 Act requires by allowing customers with incomes at or below 135% of the federal poverty guidelines to participate in the program. The ILECs also committed not to increase rates to Lifeline customers before September 1, 2007, even if parity is reached prior to that date. The commitment to increase the eligibility criterion from 125% to 135% of the federal poverty level makes approximately 119,000 additional Floridians eligible for both the monthly Lifeline credit and the protection from the immediate effect of the approved local rate increases.

On January 7, 2004, Charles J. Crist, Attorney General, State of Florida, and Harold McLean, Public Counsel, State of Florida, filed an appeal of the Commission's Order to the Florida Supreme Court. On January 8, 2004, Attorney General Crist also filed a Motion for Reconsideration with the Commission, asking it to reconsider its decision for several reasons. At the May 3, 2004, Special Agenda Conference, the Commission denied the motions for reconsideration. The case is currently on appeal to the Florida Supreme Court. Rate rebalancing has been stayed, pending the outcome of the appeal.

On September 8, 2004, AARP filed with the Commission a motion for an evidentiary hearing because of significantly changed circumstances. AARP concurrently filed a motion with the Florida Supreme Court to relinquish its jurisdiction. In Order No. PSC-04-0893-PCO-TL, the Commission extended the time for filing responses, if the Supreme Court relinquishes jurisdiction, to 12 days from the date of the Supreme Court's decision.

Until the case is decided, the limitations in the previous law regarding local rate increases are in effect. Section 364.051, Florida Statutes, provides that an ILEC may adjust its basic service prices once in a 12-month period by an amount not to exceed the change in inflation less one percent. The following ILECs proposed changes for basic and non-basic services between July 1, 2003 and May 31, 2004, pursuant to the provisions of Section 364.051, Florida Statutes:

- ALLTEL increased basic residential and business service rates and non-basic business service rates by 0.34%.

- ITS Telecommunications Systems, Inc. increased its basic and non-basic service rates by 0.67%.

- Sprint increased residential basic services rates by 1%. It also increased residential non-basic exchange access rates by 2.06%, and increased business non-basic exchange access rates by 3.28%.

- Verizon increased residential and business basic exchange access rates by 1.04%. It also decreased business non-basic exchange access rates by 0.71%, and increased residential non-basic exchange access rates by 1.04%.

5. **What Additional Services, If Any, Should be Included in the Definition of Basic Local Telecommunications Services, Taking into Account Advances in Technology and Market Demand.**

For ILECs, Section 364.02(1), Florida Statutes, defines basic local service as follows:

> "Basic local telecommunications service" means voice-grade, flat-rate residential and flat-rate single line business local exchange services which provide dial tone, local usage necessary to place unlimited calls within a local exchange area, dual tone multi-frequency dialing, and access to the following: emergency services such as "911," all locally available interexchange companies, directory assistance, operator services, relay services, and an alphabetical directory listing. For a local exchange company, such terms shall include an extended area service routes, and extended calling service in existence or ordered by the commission on or before July 1, 1995.

According to Section 364.337(2), Florida Statutes, the basic local telecommunications service provided by a CLEC must include access to operator services, "911" services at a level equivalent to that of the ILEC serving that area, and relay services for the hearing impaired. CLECs must also provide a flat-rate pricing option for basic local telecommunications; the statute states that, "mandatory measured service for basic local telecommunications services shall not be imposed."

No evidence suggests a need to recommend additions or deletions to the definition of basic local service.

6. **Any Other Information and Recommendations Which May be in the Public Interest.**

There are no recommendations at this time.

CHAPTER VI: STATE ACTIVITIES

A. TELE-COMPETITION INNOVATION & INFRASTRUCTURE ENHANCEMENT ACT OF 2003

The 2003 Florida Legislature passed a comprehensive rewrite of the Florida Statutes governing the regulation of telecommunications companies in Florida. The legislation entitled "The Tele-Competition Innovation and Infrastructure Enhancement Act of 2003" (the 2003 Act) became law on May 23, 2003 by the signature of the Governor. The law is designed to provide further impetus for development of a more competitive telecommunications market in Florida. The law most notably impacts the regulation of ILECs and IXCs.

1. Long Distance Market

In recognition of the competitive long distance market, the 2003 Act reduces certain Commission authority and oversight over IXCs. A specific example is that the requirement to be certificated is reduced to registration with the Commission prior to beginning operation in Florida. IXCs will continue to be subject to consumer protection statutes related to slamming and cramming. These unscrupulous billing practices will continue to be addressed by the Commission's Division of Regulatory Compliance and Consumer Assistance. IXCs will also continue to file tariffs with the Commission and pay applicable regulatory assessment fees.

2. Expansion of Lifeline

Other aspects of the law include the expansion of Lifeline eligibility and associated benefits. The 2003 Act expanded Lifeline eligibility criteria by including an income-based test and providing for increased promotion of the Lifeline program. The statute provides that those consumers with income less than 125% of the Federal Poverty Guideline are eligible for Lifeline benefits. In addition, the law requires that each LEC subject to the law shall provide Lifeline applications, pamphlets, brochures and other educational materials to state and federal agencies that provide benefits to persons eligible for Lifeline services. Each state agency providing such benefits shall provide these materials to affected persons at the time such persons apply for benefits.

Further, the law requires that each state agency providing benefits to persons eligible for Lifeline service work cooperatively with the Department of Children and Families, the Commission, and telecommunications companies to develop processes for promoting Lifeline participation. That process has involved the Agency for Health Care Administration, Department of Elder Affairs, the Office of Public Counsel, the United Way, AARP, and other community groups working to disseminate information about Lifeline benefits. In an effort to disperse information as widely as possible, the Commission has made available to these agencies CD-Roms containing Lifeline brochures and posters.

Finally, the 2003 Act requires that by December 31 of each year, the Commission shall report to the President of the Senate, the Speaker of the House, and the Governor, on the number of customers subscribing to Lifeline service and the effectiveness of any promotional programs.

3. Promotion of VoIP as a Competitive Alternative

The 2003 Act excludes VoIP telephony from the definition of telecommunications "service" and provides that VoIP telephony should be free from unnecessary regulation. See Section C of Chapter VII below for a discussion of this provision. See Section A.1 of Chapter IV for a discussion of VoIP.

4. Basic Local Exchange Market

Please refer to Chapter V, Section B.4, for a discussion of the provision of the Tele-Competition Act that calls for rate rebalancing and an overview of the Commission's proceedings and rulings to implement the 2003 Act.

B. COLLOCATION DOCKETS NOS. 981834-TP/990321-TP

In September 1999, the Commission adopted procedures and guidelines for collocation (i.e., one carrier locating equipment at the premises of another carrier), focused largely on those situations in which an ILEC believes there is no space for physical collocation. The following guidelines were addressed: initial response times to requests for collocation space; application fees; central office tours; petitions for waiver from the collocation requirements; post-tour reports; disposition of the petitions for waiver; extensions of time; and collocation provisioning time frames.

An administrative hearing was held on January 12 and 13, 2000, to address collocation issues beyond those previously addressed in the collocation guidelines. The Commission rendered its post-hearing decision on these additional issues on May 11, 2000, by Order No. PSC-00-0941-FOF-TP. Therein, the Commission addressed twenty additional issues, including ILEC obligations regarding "off-premises" collocation; the conversion of virtual to physical collocation; and the division of responsibilities between ILECs and collocators for sharing and subleasing space between collocators and for cross-connects between collocators.

Following a Commission decision in November 2000, addressing various motions for reconsideration and/or clarification of the Order, the docket was left open to address pricing issues for collocation. Subsequently, the proceeding was divided to allow the Commission to address technical issues first, followed by costing and pricing issues.

Prior to the hearing on the technical issues, the parties were able to reach stipulations on several issues. The Commission rendered its decision on the technical issues on November 26, 2003, by Order No. PSC-03-1358-FOF-TP. Numerous Motions for Reconsideration and/or

Clarification of the Order were filed and subsequentlyaddressed by the Commission on March 2, 2004 (Order No. PSC-04-0228-FOF-TP).

The hearing on the remaining issues – to address the costs, appropriate definitions, and associated terms and conditions to provide certain collocation elements – took place on January 28 and 29, 2004. The Commission rendered its decision at the August 17, 2004, Agenda Conference by Final Order PSC-04-0895-FOF-TP.

C. IMPLEMENTING THE REQUIREMENTS OF THE FCC'S TRO IN COMMISSION DOCKET NOS. 030850/030851/030852-TP

On August 21, 2003, the FCC released the TRO. See Chapter III, Section B.2 for a discussion of the TRO.

The Commission opened three dockets on August 22, 2003, to ascertain whether a requesting carrier is impaired by lack of access to certain incumbent local exchange companies' network elements. Docket No. 030850-TP was initiated to address the FCC's presumption of no impairment absent access to unbundled local switching for business customers who obtain access via high-capacity loops (also referred to as enterprise customers). Pursuant to the TRO, the state commission had 90 days from the TRO's effective date, October 2, 2003, to rebut the national finding of no impairment for enterprise local switching. Docket No. 030851-TP was initiated to address impairment issues relating to local circuit switching for mass market customers; and Docket No. 030852-TP was initiated to address the location-specific review for DS1, DS3, and dark fiber loops and route-specific review for DS1, DS3, and dark fiber transport. The TRO required that a state commission complete proceedings regarding mass market switching and high capacity loops and transport within nine months from the TRO's effective date.

By Order No. PSC-03-0988-PAA-TP, issued September 3, 2003, in Docket No. 030850-TP, the Commission concluded that, based on the very limited demand existing in Florida for the combination of DS1 loops with unbundled local switching, CLECs are not impaired absent access to unbundled local switching for business customers served via high-capacity loops, as presumed by the FCC. Accordingly, the Commission did not initiate a proceeding to investigate whether to challenge the FCC's presumption of no impairment.

The hearing in Docket No. 030851-TP addressing the impairment of mass market switching was held February 24-27, 2004. Shortly thereafter, on March 2, 2004, the D.C. Circuit Court of Appeals released its decision which vacated and remanded certain provisions of the TRO. In particular, the D.C. Circuit held that the FCC's delegation of authority to state commissions to make impairment findings was unlawful. The D.C. Circuit further found that the national findings of impairment for mass market switching and high capacity transport were based upon an improper analysis and could not stand on their own. Accordingly, the Court vacated the FCC's delegation to the states for determining the existence of impairment with regards to mass market switching and high-capacity loops. The D.C. Circuit also vacated and remanded back to the FCC the TRO's national impairment finding regarding mass market switching and dedicated transport (below the Optical Carrier Number (OCn) level).

In light of the D.C. Circuit Court decision, on March 18, 2004, the prehearing officer issued an order in Docket No. 030851-TP holding this docket in abeyance indefinitely until further action is deemed appropriate.[227]

Upon commencement of the hearing in Docket No. 030852-TP on March 3, 2004, the parties agreed to hold the hearing in abeyance indefinitely pending the outcome of litigation regarding the D.C. Circuit Court of Appeals' decision. All pre-filed testimony and exhibits were moved into the record without objection. However, all parties reserved the right to conduct cross-examination of witnesses if further proceedings were convened in the docket. The parties agreed to participate in informal conference calls to discuss any new developments affecting this docket. These calls were held April 5, May 11, June 8, and July 7, 2004, for Docket Nos. 030851-TP and 030852-TP.

On June 16, 2004, the D.C. Circuit issued its mandate vacating and remanding certain TRO provisions. As a result of the Court's mandate, the FCC released Interim Rules on August 20, 2004, requiring ILECs to continue providing unbundled access to mass market local circuit switching, high capacity loops, and dedicated transport until the earlier of the effective date of final FCC unbundling rules or six months after Federal Register publication of the Interim Rules. Additionally, the rates, terms, and conditions of these UNEs are required to be those that applied under ILEC/CLEC interconnection agreements as of June 15, 2004.[228] In the event that the interim six months expires without final FCC unbundling rules, the Interim Rules contemplate a second six-month period during which CLECs would retain access to these network elements for existing customers, at transitional rates. Beyond establishing interim measures, the FCC seeks comment on, among other things, alternative unbundling rules that will respond to *USTA II*. On August 23, 2004, certain ILECs filed a *Mandamus Petition*[229] with the D.C. Circuit Court of Appeals in response to the FCC's *Order and Notice*.

At the September 21, 2004, Agenda Conference, the Commission decided that, in light of the D.C. Circuit decision, no further action was needed in these dockets and, thus they should be closed. Additionally, the Commission decided that record summaries of Docket Nos. 030851-TP and 030852-TP would not be prepared and sent to the FCC in response to its August 20 Order and Notice of Proposed Rulemaking.

---

[227] Additionally, the schedule for filing briefs on April 6, 2004, was suspended. The order also informed the parties that informal conference calls would be scheduled to discuss any new developments affecting this docket.

[228] Except to the extent the rates, terms, and conditions have been superseded by 1) voluntarily negotiated agreements, 2) an intervening FCC order affecting specific unbundling obligations (e.g., an order addressing a petition for reconsideration), or 3) a state commission order regarding rates.

[229] *United States Telcom Association v. FCC*, Petition for a Writ of Mandamus to Enforce the Mandate of the Court. August 23, 2004 (*Mandamus Petition*).

D. WHOLESALE PERFORMANCE MEASUREMENT PLANS

Through Docket No. 000121-TP, the Commission developed wholesale performance measurement plans for the ongoing evaluation of operations support systems (OSS) provided for CLECs' use by ILECS. The performance measurement plans provide a standard against which CLECs and the Commission can measure performance over time to detect and correct any degradation of service provided to CLECs. The Commission adopted performance measurements for BellSouth (Sub docket No. 000121A-TP) in August 2001, for Sprint (Sub docket No. 000121B-TP) in January 2003, and for Verizon (Sub docket No. 000121C-TP) in June 2003. Commission staff captures the performance measurement data monthly from each ILEC and applies trending analysis. Staff reviews each ILEC's performance measurement plan at recurring intervals.

For BellSouth, the Commission established 90 wholesale performance measurements as well as a system of remedy payments called the Self-Effectuating Enforcement Mechanism (SEEM) plan. Remedy payments are applied if BellSouth fails to meet performance standards for key measurements as set by the Commission. From July 2003 to May 2004, BellSouth paid over $28 million in SEEM remedies to CLECs and the state of Florida. BellSouth's May 2004 aggregate performance measurement results indicate that BellSouth met 84% of the Commission mandated performance standards.

For Sprint, the Commission established 38 wholesale performance measurements. In September 2003, staff conducted the initial six-month review of Sprint's performance measures to address proposed revisions to Sprint's performance measurement plan. The revisions were adopted by the Commission in January 2004. Sprint's May 2004 aggregate performance measurement results indicate that Sprint met 86% of the Commission mandated performance standards. Sprint performs a root cause analysis of any measurement not meeting established standards for three consecutive months. These reports are provided monthly to the Commission. Sprint has not been ordered by the Commission to implement a remedy plan for noncompliant service.

For Verizon, the Commission established 44 wholesale performance measurements. Verizon's May 2004 aggregate performance measurement results indicate that Verizon met 89% of the Commission mandated performance standards. Verizon has not been ordered by the Commission to implement a remedy plan for noncompliant service.

E. SERVICE QUALITY DOCKETS AND INCUMBENT LOCAL EXCHANGE COMPANIES

ILECs are required by rule to consistently meet standards established to ensure their customers receive a high quality of service. Commission standards, for example, require a company to restore interrupted service within 24 hours in 95% of the instances reported. Commission standards also require an ILEC to install service 90% of the time in three working days from receipt of an application. The Commission conducts field evaluations of ILECs to verify compliance with the Commission's service standards. Each ILEC is required by rule to

submit quarterly reports to the Commission detailing its compliance with the established service standards. In September 1999, the Commission opened dockets to initiate show cause proceedings against the large ILECs for violation of Commission service standards.

It should be noted that these dockets were not opened based on complaints from consumers, but were predicated on data supplied by the ILECs in the Commission's "self-reporting" process.

1. Sprint

Sprint and the Office of Public Counsel (OPC) stipulated to an agreement in July 2000 that results in the company providing credits to its customers when it fails to meet the Commission's standards for out of service repair and primary service installations. The amount credited increases the longer it takes the company to repair or install the service. The agreement was approved by the Commission on November 7, 2000.

On July 15, 2003, the Commission (Docket No. 030430-TL) approved modifications and a two-year extension of the Service Guarantee Program. The modifications made Sprint's program comparable to BellSouth's Service Guarantee Program.

From July 2003, through May 2004, Sprint has paid its customers $1,454,575 for missing service installations and $474,444 for the out of service repair. In addition, it has posted, in the Community Service Fund, $95,000 for missing the business office answer time and the repair answer time. The Community Fund is for promoting Sprint's Lifeline service.

2. BellSouth

BellSouth has also signed an agreement with OPC that is similar to the Sprint settlement which the Commission approved on July 24, 2001. The settlement established automatic fixed credits to customers for missed commitments for service installation and an increased credit to customers for missed out of service repairs. On January 22, 2002, BellSouth filed a letter clarifying the starting and ending dates of its Service Guarantee Plan. This was approved by the Commission on February 22, 2002, (Docket No. 010097-TL) making the starting date March 1, 2002 and the end date March 1, 2005.

For the period from July 2003 through May 2004, BellSouth has paid its customers $571,000 for missed installations and $1,981,408 for missed out of service repairs.

F. Florida Telecommunications Competitive Interests Forum

In an effort to facilitate further development of a competitive local telephone market in Florida, the Commission, in 2001, initiated a collaborative forum for the purpose of addressing operational and logistical issues that arise between CLECs and ILECs. The Florida

Telecommunications Competitive Interest Forum (Forum) is an opportunity for any Florida local telecommunications provider to raise issues or topics related to facilitating a better functioning competitive market in Florida. The Forum provides a venue for parties to engage in dialogue in an effort to resolve issues in an informal setting rather than a formal, more litigious one. Since the inception in August, 2001 the Forum has convened monthly and has considered a host of issues related to billing and ordering functions. The primary focus during the later part of 2003 and thus far in 2004 has been the development of customer migration draft rules. The draft rules address the process and required information exchange necessary to facilitate CLEC-to-CLEC, CLEC-to-ILEC, and ILEC-to-CLEC customer transfers of service. A working subgroup of the Forum presented draft rules to the Forum in mid-2003 and noted that several areas of disagreement remained. The Forum is continuing to explore resolutions to these areas and is also considering the most efficient process to put the draft rules before the Commission.

G. LIFELINE AND LINK-UP PROGRAMS

Since the inception of the Lifeline and Link-Up programs in Florida, the participation rate for eligible subscribers has been low despite consistent efforts to increase consumer awareness about the programs' benefits. Over the past year, the Commission has spearheaded several important initiatives to increase Lifeline and Link-Up visibility and participation by eligible telephone subscribers.

In July 2003, the Commission initiated a joint Lifeline project with other state and federal agencies that resulted in the dissemination of Lifeline educational materials to all of Florida's nursing homes through the Agency for Health Care Administration's Long Term Care Monitoring Program and to more than 200 One-Stop Career Centers through Workforce Florida, Inc.'s 24 regional workforce boards. During 2004, the Commission formed additional partnerships with a number of organizations to provide Lifeline information to the public. These partners include county libraries, city and county consumer affairs offices, churches, senior centers and a university social work program. The Commission continues to evaluate and promote methods to increase Lifeline and Link-Up awareness and participation.

On April 29, 2004, the FCC released its Report and Order (Order), and Further Notice of Proposed Rulemaking regarding the Lifeline and Link-Up Programs. To improve these programs and to increase subscribership, the FCC's Order, in part: 1) added Temporary Assistance to Needy Families program (TANF) and National School Lunch free lunch program (NSL) to the program-based eligibility criteria; and, 2) added an income-based eligibility criterion of 135% of the Federal Poverty Guidelines (FPG).

On August 10, 2004, the Commission issued Order No. PSC-04-0781-PAA-TL, in Docket No. 040604-TL, adopting the NSL and an income-based criterion of 135% of the FPG for purposes of determining eligibility in the Lifeline and Link-Up programs in Florida. The Commission had previously adopted TANF as an eligibility criteria. In addition to the adoption of new eligibility criteria, the Commission ordered that Florida consumers who qualify for Lifeline assistance be allowed the option of electing a self-certification process by which the amount of Lifeline assistance provided would be based on the type of certification chosen by the consumer. Election to use the self-certification process provides a maximum monthly credit of

$8.25. On August 31, 2004, the Office of Public Counsel, BellSouth, Verizon, Sprint and, jointly, TDS Telecom, GT COM, and ALLTEL Florida filed petitions protesting the Commission's Order and requesting a formal evidentiary hearing.

In a separate but related docket, in May 2004, the Office of Public Counsel petitioned the Commission (Docket No. 040451-TP) to initiate rulemaking requiring local exchange telecommunications companies to provide Lifeline service within 30 days of customer certification. A staff workshop was held on August 19, 2004, to discuss the implications of rulemaking and to gain a better understanding of how Lifeline promotions could more effectively reach Florida's Lifeline eligible population.

CHAPTER VII: FEDERAL ACTIVITIES

A. THE FCC'S TRIENNIAL REVIEW ORDER ON UNE RULES

Under federal law, an ILEC is required to offer UNEs to CLECs at cost-based rates if such UNEs are "necessary" to the CLECs' provision of local service and if the CLECs would be "impaired" without access to such network elements. See Chapter I, Section A.2 above for a discussion of UNEs.

On February 20, 2003, the FCC adopted new rules pertaining to ILEC obligations to unbundle certain elements of their networks and to make these UNEs available to CLECs at cost-based (TELRIC) rates. The FCC released the text of its Order on August 21, 2003; the Order became effective on October 2, 2003. See Chapter III, Section B.2 above.

On March 2, 2004, while the Commission was in the midst of proceedings to implement these FCC rules for Florida, the U.S. Circuit Court of Appeals for the District of Columbia Circuit reversed major portions of the FCC's Triennial Review Order. Among other holdings, the D.C. Circuit held that:

- The FCC cannot delegate its authority to the states, except for fact-finding and other limited circumstances.
- The states cannot be granted the authority to make the impairment findings that the law requires the FCC to make.
- The FCC used an improper analysis in concluding that mass market switching was impaired nationally.
- The FCC used an improper analysis in concluding that certain dedicated transport was impaired.
- The Court's order vacating the offending rules was stayed until the later of 60 days from the date of the opinion (or May 1, 2004),[230] or the Court's denial of any petition for rehearing.

The FCC did not appeal the D.C. Circuit decision to the U.S. Supreme Court. In addition, the Solicitor General of the United States did not appeal the decision. Certain parties to the proceeding did appeal. The United States Supreme Court, however, declined to hear the appeal. As such, the decision of the D.C. Circuit became final on June 15, 2004. As a consequence, certain rules relating to pricing of UNEs ceased to exist. On August 20, 2004, the FCC released its Order and Notice of Proposed Rulemaking (NPRM) on unbundled access to

[230] The FCC and others then petitioned for a 45-day extension of the May 1, 2004 stay date. The request for extension to June 15, 2004 was granted.

network elements. In this Order, the FCC sets forth a 12-month plan with two phases to stabilize the market. First, on an interim basis, the FCC requires ILECs to continue providing unbundled access to switching, enterprise market loops, and dedicated transport under the same rates, term and conditions that applied under their interconnection agreements as of June 15, 2004. Second, the FCC has established measures for the next six months, if final unbundling rules have not been released. In the NPRM, the FCC seeks comment on how to respond to the D.C. Circuit's decisions.

B. REGULATORY FRAMEWORK FOR BROADBAND WIRELINE ACCESS TO THE INTERNET

The Commission filed comments in April 2002, to address the FCC's proposed regulatory framework. Most significant among the FCC's tentative conclusions was that wireline broadband Internet access be considered an Information Service and thus subject only to Title I regulation.[231] Depending on one's vantage, this would expressly remove DSL services from the unbundling requirements of the 1996 Act or recognize that DSL (i.e., broadband) is not subject to the 1996 Act in the first instance.

The FCC has not yet ruled in this proceeding. However, in August 2003, the FCC issued its long awaited Triennial Review Order that specifically exempted fiber technology to the home (i.e., technology to deliver broadband into the home) from future unbundling requirements.

In October 2003 the Ninth Circuit Federal Court of Appeals (Ninth Circuit) ruled that cable modem service is a combination of telecommunications service and information service. If upheld, this ruling would bring cable modem service under Title II as well as Title I of the Telecom Act. The decision vacated the FCC's Declaratory Ruling that cable modem service is an information service only and remanded the matter to the FCC for further consideration. The Ninth Circuit denied a request by the FCC to rehear the case but granted a stay of its decision until June 30, 2004. Both the FCC and the U.S. Solicitor General have appealed the case to the U.S. Supreme Court, which stays the Ninth Circuit decision until the case is resolved.

It is not expected that the FCC will issue a decision in the wireline broadband proceeding until the cable modem case has been decided.

C. IP-ENABLED SERVICES (VOICE OVER INTERNET PROTOCOL)

In July 2004, the Commission submitted reply comments to the FCC that endorsed an approach pursuant to which the FCC (from its national perspective) would apply a light regulatory touch to certain IP-enabled services. Florida legislation provides that voice-over-Internet protocol (VoIP) shall be free of "unnecessary regulation" regardless of the provider.

[231] Title II regulation applies to telecommunications carriers and includes rate-setting authority. Title I is a more flexible, less prescriptive classification that does not include rate-setting authority.

In recognition of the potential benefits of emerging VoIP technologies for Florida's consumers, the Florida Legislature has taken proactive steps to prevent unnecessary regulation of VoIP at the state level. Specifically, subsection 364.01(3), Florida Statutes, contains the following guidance to the Commission as it relates to the regulatory oversight of VoIP:

> The Legislature further finds that the provision of voice-over-Internet protocol (VoIP) free of unnecessary regulation, regardless of the provider, is in the public interest.

Under subsection 364.02(12), Florida Statutes, the 2003 Legislature further specified that:

> "Service" is to be construed in its broadest and most inclusive sense. The term *"service" does not include voice-over-Internet protocol service for purposes of regulation by the commission.* Nothing herein shall affect the rights and obligations of any entity related to the payment of switched network access rates or other intercarrier compensation, if any, related to voice-over-Internet protocol service. (emphasis added)

By exempting VoIP from all regulation, except for the neutral reservation regarding access charges, the Legislature has spoken as to what is "unnecessary." However, the Commission distinguished between economic and social regulation in its reply comments to the FCC.

The Commission proposed an approach that would not embrace economic regulation and that would focus on addressing any social policy issues that are determined too critical to be left to the market – such as 911, universal service, access for those with disabilities. Such an approach would ensure that consumers are protected while encouraging VoIP providers to invest.

In determining the optimal approach for the regulatory treatment to be afforded VoIP, the Commission suggested that the FCC respect the following principles:

- *Borderless Technology.* Because IP-enabled technologies like VoIP are borderless in nature, such technologies are interstate in nature and, therefore, are more appropriately addressed at the federal level than at the state level.

- *Economic Regulation – To Constrain Monopolies.* The provision of voice telecommunications was historically regulated heavily because it was a service provided by government-created monopolies. VoIP providers have no such monopoly.

- *Emerging Markets.* As reflected in Florida law, new technologies should *not* be subject to old rules designed to forge competition in monopoly markets.

- *Limited "Necessary" Regulation; Otherwise, Let the Market Work.* The full panoply of telecommunications regulation is not necessary to address public safety and

welfare issues (e.g., E911 and USF). Policymakers must distinguish between necessary and unnecessary regulation and allow the market to address issues that do not justify a regulatory solution.

Specifically, the Commission requested that the FCC:

(a) conclude IP-enabled services to be interstate in nature;

(b) assert its exclusive jurisdiction over interstate communications;

(c) establish a national policy, deregulatory in nature, to govern those IP-enabled services within the Commission's jurisdiction;

(d) not subject IP-enabled services to economic regulation; and

(e) only subject IP-enabled services within its jurisdiction to public policy regulation deemed important after affording the industry a sufficient period of time in which to develop solutions and standards for meeting public policy objectives.

D. DEVELOPMENT OF A UNIFIED INTERCARRIER COMPENSATION REGIME

Access and intercarrier compensation reform have the potential to affect carrier-to-carrier intrastate rates, universal service, cost allocation issues, infrastructure development, network structures, and various state policies. In August 2001, the Commission filed comments to oppose a federal bill-and-keep system to replace access and reciprocal compensation arrangements. The consequences of adopting a bill-and-keep system may directly impact and change the amounts of payments between carriers for completing each other's calls and hence alter each carrier's ability to compete. In 2001, based on the record before it, the Commission opposed moving to such an approach and recommended these issues be referred to a Joint Board or comparable state/federal negotiation process. The Commission further believes that issues related to universal service and jurisdictional separations should also be referred to the Universal Service and Separations Joint Boards, as appropriate.

The nation's intercarrier compensation regime is in dire need of reform. Virtually all stakeholders agree with this basic proposition. Stakeholders, however, do not agree on how to reform the regime.

The FCC has not yet issued a ruling in this proceeding and it is believed to have been anticipating an industry task force recommendation relating to intercarrier compensation. However, in June 2004 several members of the industry task force, including BellSouth, Verizon and a group of rural ILECs, discontinued their participation, significantly reducing the odds that a consensus could be achieved. On August 13, 2004, the task force made an ex parte filing of its proposal, and then on October 5 made a much more detailed filing in a brief. Other proposals exist as well. The FCC is expected to continue to move forward with reform plans but timing is uncertain.

E. UNIVERSAL SERVICE

1. Review of the Definitions of Universal Service

On July 14, 2003, the FCC issued an order supporting the recommendation of the Federal-State Joint Board on Universal Service (Joint Board) to maintain the existing list of supported services without modification. These services include:

- single-party service;
- voice grade access to the public switched telephone network;
- Dual Tone Multifrequency signaling or its functional equivalent;
- access to emergency services;
- access to operator services;
- access to interexchange service;
- access to directory assistance; and
- toll limitation services for qualifying low-income consumers.

This order was consistent with comments the Commission filed with the FCC to maintain the current list of supported services. The Commission has long been concerned about the size of this federal program and its impact on customer bills. In addition, the Commission stated that expanding the definition to include advanced services or high-speed Internet access is not warranted, in part because support is conditioned on the ability of a carrier to provide all of the supported services. As such, any proposal to expand the definition to include advanced services would not be technologically neutral. Furthermore, expanding the definition would, in most instances, increase the size of the fund. Given that more support is distributed outside Florida and that Florida is a net contributor to the fund, the Commission also expressed concern about the effects on Florida ratepayers.

2. Lifeline and Link-up Service for Low-Income Consumers

The Commission continues to be actively engaged with the Universal Service Joint Board and the FCC regarding Lifeline and Link-up programs. The Commission continues to support the original intent of the Lifeline program, which is to increase subscribership for low-income households that want, but cannot afford, telephone service. The Commission filed comments on August 18, 2003 encouraging the FCC to:

- Adopt an income-based eligibility standard;
- Collect additional data and conduct further analysis before specifying standards beyond that which is set forth in Florida state statute;
- Add the Temporary Assistance to Needy Families (TANF) program to the program based eligibility criteria;

- Add the National School Lunch (NSL) free lunch program to the program based eligibility criteria;
- Take caution in adopting self-certification due to the increased risk of waste, fraud, and abuse and adopt more rigid verification procedures;
- Adopt automatic enrollment as a means of certifying eligibility and increasing enrollment; and
- Advocate more vigorous outreach efforts.

The FCC issued its Order addressing these issues on April 29, 2004. The Order:

- Supports placing greater emphasis on accountability to enhance program integrity;
- Generally supports state flexibility in establishing their own Lifeline and Link-Up programs;
- Adds an income-based eligibility criterion at or below 135% of the of the Federal Poverty Guidelines (FPG);
- Adds the Temporary Assistance to Needy Families program (TANF) and the National School Lunch program (NSL) to the program-based eligibility criteria;
- Continues self-certification, under penalty of perjury, as the federal default rule;
- Encourages states to adopt automatic enrollment; and
- Adopts outreach guidelines to target low-income consumers more effectively.

In addition to the Order, the FCC sought further comment on whether the income-based criterion in the federal default eligibility criteria should be increased to at or below 150% of the FPG. In addition the FCC asked whether adoption of rules governing the advertisement of Lifeline and Link-Up would strengthen the operation of the programs.

3. Schools and Libraries Program

In April 2003, the FCC sought comment on certain rules governing the Schools and Libraries Universal Service support mechanism. The rules of interest will have an impact on the ability to control the size of the fund and the methodology for distribution of the funds. The Commission filed comments July 21, 2003, which urged the FCC to consider suggestions which would improve the safeguards and accountability of the E-rate program. Specifically, the Commission suggested that the Universal Service Administration Corporation (USAC) make available additional data about recipients of support and how the funds are used to increase confidence in the effectiveness and fairness of the program. The program has been heavily criticized for fraud and waste. In addition, the Commission made the following suggestions:

- Establish a comprehensive audit program for the E-rate fund;
- Establish a state-by-state E-rate cap on funds received;
- Establish more comprehensive rules governing how and when E-rate subsidized equipment may be transferred;
- Refine rules for the governing E-rate consultants and the competitive bidding process to minimize waste, fraud, and abuse; and

- Bolster outreach efforts through USAC initiated training opportunities on best practices for applying for funds and achieving program goals to target support more effectively.

The FCC released an order addressing these issues on August 13, 2004. In its order, the FCC adopted several of the Commission's suggestions, such as establishing a more comprehensive audit program, placing new requirements on the transfer of equipment purchased with E-rate funding, and enforcing the requirements for competitive bidding.

4. High-Cost Portability and ETC Designation

On February 27, 2004, the Joint Board released its Recommended Decision addressing universal service high-cost support portability and the process for designating eligible telecommunications carriers (ETC). A carrier must be designated as an ETC in order to receive high-cost or low-income support from the federal universal service program. These issues were referred to the Joint Board on November 8, 2002, by the FCC. In particular, the FCC asked the Joint Board to review the FCC's rules relating to high-cost universal service support in study areas in which a competitive ETC is providing services, as well as the FCC's rules regarding support for second lines.

In general, the Joint Board recommended that the FCC adopt permissive federal guidelines for states (and the FCC) to use when determining whether applicants are qualified to be designated as ETCs. Regarding the scope of support, a majority of the Joint Board members recommended that the FCC limit the scope of high-cost support to a single connection that provides access to the public telephone network (i.e., restate support based on primary lines). The Joint Board's recommendation to restate support based on primary lines is conditioned on the FCC's ability to develop competitively neutral rules and procedures that do not create undue administrative burdens. The Joint Board also offered three proposals designed to avoid or mitigate reductions in the amount of high-cost support flowing to rural carriers as a result of implementing a primary-line restriction.

5. Referral of High-Cost Support Methodology for Rural Telecommunications Carriers

The FCC asked the Joint Board to review its rules relating to the high-cost universal service support mechanisms for rural carriers and to determine the appropriate rural mechanism to succeed the five-year plan adopted in the Rural Task Force Order. The FCC specified that the Joint Board should consider how support can be effectively targeted to rural telephone companies serving the highest cost areas, while protecting against excessive fund growth. The outcome of this proceeding will likely affect future growth in the federal high-cost fund and Florida ratepayer contributions. In 1998, the high-cost support for rural and non-rural carriers in total was $1.69 billion. By comparison in 2003, the high-cost support for rural carriers was $2.41 billion and $856 million for non-rural carriers. The Commission will monitor the proceeding and file comments if appropriate.

F. REPORTING REQUIREMENTS FOR INCUMBENT LOCAL EXCHANGE COMPANIES

Previously, the Commission filed comments expressing concern with eliminating some existing accounting rules and not providing accounting for new technologies that are essential for monitoring and implementing the competitive mandates and safeguards of the 1996 Telecommunications Act.

The FCC's accounting rules provide essential information to Florida in evaluating possible cross-subsidization and promoting competition. The Uniform System of Accounts (USOA) serves as the basis for accounting data that are used to protect ratepayers from improper cross-subsidies, to determine interstate/intrastate cost and revenue splits, to determine the cost of universal service supported services, and to serve as the basis of many of the inputs to the cost proxy models used in determining universal service cost levels and appropriate UNE prices.

On September 5, 2002, the FCC voted to convene a Joint Conference in order to evaluate the accounting requirements that state and federal regulators need to carry out their responsibilities. Commissioner J. Terry Deason was appointed by the FCC to the Joint Conference.

On December 12, 2002, the FCC, on behalf of the Joint Conference, sought public comment with respect to its comprehensive review of regulatory accounting and related reporting requirements. On October 9, 2003, the Joint Conference on Accounting Issues submitted a report to the FCC detailing a series of proposed recommendations to its accounting and reporting rules. Specifically, the Joint Conference sought comment on a number of the issues that were addressed in the FCC's Phase II Accounting Order. In addition, the Joint Conference requested comment on broader questions, including whether there are additional accounting requirements that should be adopted in order to ensure that federal and state regulators have sufficient information to protect consumers, monitor the market place, and promote investment and competition.

The Commission filed comments that recommended that all new accounts identified in the request for comments be adopted so long as the benefits outweigh the costs. The comments also noted the limited availability of financial data in a uniform and standard format outside of the Automated Reporting Management Information System (ARMIS) reports. This information is critical to states for establishing UNE prices, interconnection rates, universal service support, and assessing service quality trends and network functionality, capabilities and reliability.

The FCC released its order on June 24, 2004, responding to the Joint Conference recommendations. The FCC adopted seven of the seventeen Joint Conference recommendations. Among the accepted recommendations was the decision to reinstate certain accounts previously eliminated including accounts for Directory Revenue, Operator Services, Directory Assistance and Customer Services. While recommendations for new separate accounts for several UNE related items were denied as overly burdensome or premature, the FCC did establish subsidiary

categories for the identification of these revenues. Finally, some ARMIS reporting items will no longer be required for carriers deemed to be non-dominant in the markets they serve.

In general, the FCC decision is reflective of a general trend toward reduced reporting requirements for ILECs.

G. Review of TELRIC Pricing Rules for Unbundled Network Elements

In September of 2003, the FCC issued a Notice of Proposed Rulemaking regarding its rules for the pricing of Unbundled Network Elements and the resale of service by the incumbent local exchange carriers. The methodology embodied in the current rules is referred to as Total Element Long-Run Incremental Cost or TELRIC. The TELRIC methodology has been very controversial since its adoption because it is based largely on hypothetical networks employing the latest available technologies. Incumbent local exchange companies have argued that the methodology leads to UNE rates that are not reflective of real world networks and existing technologies and are substantially below real world costs to provide services. State commissions have pricing authority over UNEs and many have conducted resource intensive, time intensive evidentiary proceedings to implement the TELRIC pricing rules. As set forth below, the Commission remains concerned that pricing rules be grounded in reality, as opposed to purely hypothetical regulatory constructs.

The NPRM tentatively concludes that TELRIC rules should more accurately account for real world attributes of an incumbent local exchange company's network in the deployment of forward-looking costs. The Commission agrees. The scope of the TELRIC review is broad and will address such key factors as cost-of-capital, depreciation expense, rate structure, rate deaveraging, how UNE price setting should relate to Universal Service funding and many other factors. In addition, procedural and implementation matters have been identified that may create the need for state commissions to conduct additional evidentiary proceedings to implement the new pricing rules. The potential impacts of changes to the UNE pricing rules are impossible to predict; however, given the scope of the proceeding, the impacts could be significant.

The Commission filed comments (January 4, 2004) supporting the FCC's tentative conclusion that the "TELRIC rules should more closely account for the real-world attributes of the routing and topography of an incumbent's network in the development of forward-looking costs." The Commission further commented that it believes it is appropriate to determine costs for UNEs that reflect the real-world characteristics of ILECs' networks because UNEs are provided by the ILEC using such a network, not a hypothetical network. Finally, the Commission noted that TELRIC rules should not result in UNE prices that are artificially low such that CLECs would be disincented from using a facilities-based entry strategy.

The FCC has not yet issued an order in this proceeding.

H. LOCAL NUMBER PORTABILITY: WIRELESS TO WIRELESS & WIRELESS TO WIRELINE

In 1996, the FCC adopted the *First Report and Order and Further Notice of Proposed Rulemaking (First Report and Order)* in its Telephone Number Portability docket. This order implemented Section 251(b) of the 1996 Telecommunications Act (the 1996 Act) which requires local exchange carriers (LECs) to provide local number portability, (LNP), to the extent technically feasible, in accordance with requirements prescribed by the FCC. Although the 1996 Act excludes Commercial Mobile Radio Service (CMRS) providers from the definition of local exchange carrier, and therefore from the Section 251(b) obligation to provide number portability, the FCC extended this obligation to CMRS providers. The FCC determined that such an obligation, which would enable wireless subscribers to keep their telephone numbers when changing carriers, would enhance competition between wireless carriers as well as promote competition between wireless and wireline carriers.

After extending the wireless LNP deadline several times, the FCC established November 24, 2003, as the date by which wireless carriers in the top 100 MSAs must be capable of wireless-to-wireless and wireless-to-wireline porting and wireline carriers must be capable of wireline-to-wireless porting. The deadline was extended to May 24, 2004, for all other affected carriers.

As expected, the transition in November 2003 resulted in some complaints. The majority of complaints lodged were related to a particular carrier and most of those were eventually resolved. In May 2004 LNP was implemented for the remainder of carriers and again there was relatively minor disruption to most customers. A mitigating factor in suppressing the volume of customers choosing to switch carriers may have been the fact that typical wireless subscription requires a minimum duration contract with early termination fees. Many customers may have opted to remain with their current carrier until their existing contract expires in order to avoid termination fees.

I. NASUCA TRUTH IN BILLING PETITION TO THE FCC

The National Association of State Utility Consumer Advocates (NASUCA) sought a ruling from the FCC prohibiting the carriers from imposing monthly line-item charges, surcharges, or other fees on customers' bills unless such charges have been expressly mandated by a regulatory agency. In comments to the FCC on August 5, 2004, the Commission expressed that over the past several years, the clear policy choice has been for more specificity, not less, on customer bills. Further, the NASUCA approach could turn out to be burdensome to the companies (in terms of increased administrative burden, another shift in billing practices, increased costs) and, at the same time, not beneficial to consumers (possible increased costs associated with changes in billing practices and less specificity on bills).

As a general principle, companies in a competitive marketplace should have the discretion and the flexibility to recover certain costs from their customers, provided they do not

violate any applicable rules or regulations. Without question, government mandates and regulatory activities impose costs – often substantial costs – on telecommunications carriers. Some wireline and wireless telecommunications carriers impose separate monthly surcharges and fees that are not mandated by government but that may result, directly or indirectly, from government mandates and regulatory activities. These carriers have opted to specifically identify such charges.

Disclosure of such compliance costs to consumers through line items or surcharges would appear to provide consumers more information – not only about what they are being billed for – but also about the actions of their government in promoting certain social policies. As the telecommunications industry continues to become increasingly competitive, consumers should have access to more detailed information in order to make more informed choices about the services for which they are paying – a principle that supports breaking down costs on a consumer's bill and disclosing the nature of those costs.

Numerous avenues currently exist for consumer complaints regarding carrier billing. Whether enforcement of existing federal and state legal requirements, as opposed to new legal requirements, could adequately address alleged improper billing practices, is an important determination to be made prior to wholesale reform of billing requirements. The extent to which current consumer protection laws do not address such behavior should be assessed prior to the articulation of a new regulatory paradigm, stated the Commission.

The Commission suggested an alternative rational approach to a declaratory ruling, an approach that would examine and document the claims presented in the NASUCA petition in a systematic, collaborative manner. This approach would permit the FCC to examine the nature and extent of billing problems and determine what, if any, remedy is appropriate and whether it would be best handled through a generally applicable rulemaking or on a case-by-case basis at the state or federal level. This approach would determine whether the problems identified by NASUCA are widespread or merely the result of a few "bad apples."

The Commission urged that an evidentiary record should be developed prior to consideration of any additional mandated billing requirements for carriers. The Petitioner should show that the approach is good for the consumer. Such a proceeding would create a record on which the FCC could base any conclusions and potential remedies. The FCC should explore:

- what specific charges are at issue;
- how many complaints on this topic have been filed at the FCC, individual state commissions, other state and federal agencies that receive and account for telecommunications billing complaints, and with carriers;
- which specific carriers, if any, are engaging in misleading or deceptive practices and surcharges;
- what costs would be incurred by carriers if the petition were granted;
- could there be an industry solution that does not include a mandate by the FCC – something similar to the voluntary Code of Conduct by the wireless industry;
- should options that include customer education on how to understand charges for telephone service be pursued prior to additional rulemaking;

- what additional cost would be imposed on the companies to restructure the bills to consumers and would the marketplace provide a better approach.

The Commission urged the FCC to take time to review the underlying problems that the NASUCA petition proposes to remedy. The review should address the nature and scope of any alleged improper billing, whether existing laws can address the issue, whether alternatives exist to NASUCA's proposal, and the monetary and other costs and benefits of the NASUCA proposal and of alternatives to that proposal.

To the extent the FCC determines that certain carriers violate federal laws, rules, or orders of the FCC pertaining to telecommunications billing and/or consumer protection, the FCC should take the appropriate enforcement action against those individual carriers. Absent such a review, policymakers cannot be sure that the solution proposed in the petition will not create a whole new host of issues, without providing a commensurate benefit to consumers.

APPENDIX A: CLECS PROVIDING SERVICE

CLEC	Resale	UNE-P	Switch-Based
AA Tele Com	Residential / Business	Residential / Business	
Access Communications, LLC.		Residential / Business	
Access Integrated Networks, Inc.	Residential / Business	Residential / Business	
Access Point, Inc.	Residential / Business	Residential / Business	
ACN Communication Services, Inc.		Residential	
Actel Wireless, Inc.	Residential		
Adelphia	Business		
Advantage Group of Florida Communications, L.L.C.	Residential	Residential / Business	
Allegiance Telecom of Florida, Inc.	Business	Business	Business
ALLTEL Communications, Inc.	Business		Residential / Business
Alternative Phone, Inc.	Residential / Business	Residential / Business	
American Dial Tone	Residential / Business	Residential	
American Fiber Network, Inc.	Residential / Business		
America's Wireless Choice, Inc.	Residential		
AmeriMex Communications Corp.	Residential / Business	Residential / Business	
ANEW Broadband, Inc.	Residential / Business	Residential / Business	
Anns Communication	Residential		
AT&T Communications of the Southern States, LLC	Residential / Business	Residential / Business	Business
Atlantic Phone	Residential / Business	Residential / Business	
Atlantic.Net Broadband, Inc.	Residential / Business	Residential	
Auglink Communications, Inc.	Residential / Business	Residential / Business	
Baldwin County Internet/DSSI Service, L.L.C.			Residential
Basic Phone, Inc.	Residential		
BCN Telecom, Inc.	Residential / Business	Residential / Business	
Bellerud Communications, LLC	Residential		
BellSouth Telecommunications, Inc. CLEC	Residential / Business		Business
Birch	Business	Business	
BTI	Residential / Business	Residential / Business	Business
Budget Phone, Inc.	Residential	Residential	
BudgeTel Systems, Inc.	Residential		
BullsEye Telecom, Inc.		Residential / Business	
Buy Tel Communications, Inc.	Residential		
CariLink International, Inc.	Residential	Residential / Business	
CAT Communications International, Inc.	Residential / Business	Residential	
CHOICE ONE Telecom	Residential / Business		
CI2, Inc.	Business		
Cinergy Communications Company		Residential / Business	
City of Daytona Beach			Business
Citywide Tel	Residential / Business	Residential / Business	
Coastal Telephone Connections, Inc. d/b/a Coastal Connections	Residential		

APPENDIX A: CLECS PROVIDING SERVICE			
CLEC	**Resale**	**UNE-P**	**Switch-Based**
Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone			Residential / Business
Covad Communications Company	Residential		
Curbside Communications		Residential / Business	
Cypress Communications Operating Company, Inc.		Business	
DayStar Communications	Business		Business
Deland Actel, Inc.	Residential / Business	Residential / Business	
Delta Phones, Inc.	Residential / Business		
Dialtone Telecom, LLC	Residential / Business		
Double Link Communications, Inc.	Residential		
DPI Teleconnect, L.L.C.	Residential	Residential	
DSL Telecom, Inc.	Residential / Business	Residential / Business	
DSLi	Residential / Business	Residential / Business	Residential / Business
Eagle Telecommunications, Inc.	Residential / Business	Residential / Business	
Easy Telephone Services Company	Residential / Business	Residential / Business	
EPICUS, Inc.	Residential / Business	Residential / Business	
Ernest Communications, Inc.	Business	Residential / Business	
EveryCall Communications, Inc.		Residential / Business	
Excel Telecommunications, Inc.		Residential	
Express Phone Service	Residential	Residential / Business	
EZ Talk Communications, L.L.C.	Residential / Business		
FDN Communications	Residential / Business	Residential / Business	Residential / Business
FLATEL, Inc.	Residential / Business	Residential / Business	
Florida Comm South	Residential	Residential / Business	
Florida Multi Media	Business		Residential
Florida Phone Service, Inc.	Residential	Residential / Business	
Florida Telephone Services, LLC	Residential / Business	Residential / Business	
Focal Communications Corporation of Florida	Business		Business
FPL FiberNet, LLC		Business	
Georgia Telephone Services, Inc.	Residential		
Global Crossing	Residential / Business	Business	
Global NAPS, Inc.		Residential / Business	
Globcom, Inc.	Residential		
Granite Telecommunications, LLC	Business	Business	
Gulf Coast Telecom, Inc.	Residential		
Harbor Communications, LLC		Business	Business
High Tech Communications	Residential / Business		
HOLMES COUNTY E-911	Business		
ICG Telecom Group, Inc.	Business		
IDS Telcom LLC	Residential / Business	Residential / Business	Business
IDT		Residential / Business	
Instatone	Residential / Business		
Intermedia Communications, Inc.	Residential / Business		

APPENDIX A: CLECS PROVIDING SERVICE			
CLEC	Resale	UNE-P	Switch-Based
ISN Communications	Residential / Business	Residential / Business	
ITC^DeltaCom	Residential / Business	Residential / Business	Business
KMC	Residential / Business	Business	Business
Knology of Florida, Inc.	Residential / Business		Residential / Business
LecStar Telecom, Inc.	Residential / Business	Residential / Business	
Level 3 Communications, LLC			Business
Lightyear Communications, Inc.		Residential / Business	
Local Line America, Inc.	Residential		
Lone Star State Telephone Co.	Residential		
M.T.G.	Residential / Business		
MCI Worldcom	Residential / Business	Residential / Business	Business
MET Communications, Inc.	Residential		
Metro Teleconnect Companies, Inc.	Residential	Residential	
Metropolitan Fiber Systems of Florida, Inc.	Residential / Business	Residential / Business	
MetTel	Business	Business	
Midstate Telecommunications	Residential		
Momentum Business Solutions, Inc.	Business	Residential / Business	
MY TEL INC.	Residential / Business		
Myatel Corporation	Residential / Business		
National Telecom & Broadband Services, LLC	Residential / Business	Residential / Business	
Navigator Telecommunications, LLC	Residential / Business	Residential / Business	
Network Telephone Corporation	Residential / Business	Residential / Business	Business
NewPhone	Residential	Residential	
NewSouth Communications Corp.	Residential / Business	Business	Business
North American Telecommunications Corporation	Residential / Business	Residential / Business	
NOW Communications, Inc.	Residential / Business	Residential / Business	
NuVox Communications, Inc.		Business	Business
OneStar Long Distance, Inc.	Residential	Residential / Business	
Orlando Telephone Company	Residential / Business		Residential / Business
PaeTec Communications, Inc.	Residential / Business	Business	Business
Phone Club Corporation	Residential / Business		
Phone Link, Inc.	Residential	Residential	
Phone Out/Phone On	Residential		
Phones For All	Residential	Residential	
PowerNet Global Communications		Residential	
Quality Telephone Inc.	Residential	Residential	
QuantumShift Communications, Inc.	Business		
Qwest Communications Corporation	Business		
Re Connection Connection	Residential / Business		
ReTel Communications, Inc.	Residential / Business	Residential / Business	
Rightlink USA, Inc.	Residential / Business	Residential / Business	
Ring Connection, Inc.	Residential / Business		
Saluda Networks Incorporated		Residential / Business	

APPENDIX A: CLECS PROVIDING SERVICE

CLEC	Resale	UNE-P	Switch-Based
SanTel Communications	Residential / Business	Residential / Business	
SBC Telecom, Inc.	Residential / Business		Residential / Business
Second Chance Phone	Residential / Business		
ServiSense.com, Inc.	Residential / Business		
Smart City Solutions, LLC			Business
SNC Communications, LLC		Residential / Business	
Source One Communications, Inc. d/b/a Quick Connects	Residential / Business		
Southeastern Services, Inc.	Residential / Business		
Southern ReConnect, Inc.	Residential		
Spectrotel, Inc.		Residential / Business	
Speedy Reconnect, Inc.	Residential		
Sprint Communications Company Limited Partnership	Residential	Residential / Business	Business
STS	Residential / Business	Residential / Business	
Sun Tel USA, Inc.	Residential / Business		
Suntel Metro, Inc.		Residential / Business	
Supra Telecommunications and Information Systems, Inc.	Residential / Business	Residential / Business	Residential
Symtelco, LLC	Business	Business	
T3 Communications, LLC	Residential	Residential / Business	Business
Talk America Inc.	Residential / Business	Residential / Business	
Tallahassee Telephone Exchange, Inc.	Residential / Business	Residential / Business	
Tel West Communications, LLC	Residential		
TelCove Investment			Business
TelCove of Jacksonville			Business
TeleConex	Residential	Residential	
TELECUBA, INC.	Residential / Business	Residential	
Telefyne Incorporated	Residential		
Telepak Networks, Inc.	Business		
Telephone One Inc.	Residential / Business	Residential / Business	
THC Internet Solutions	Residential / Business		
The Gulas Group, L.L.C.		Business	
The Sunshine State Telephone Company, L.L.P.		Residential / Business	
TIBURON TELECOM INC	Business		
Tiburon Telecom, Inc.	Residential / Business		
Time Warner Telecom of Florida, L.P.	Business		Business
Trans National Communications International, Inc.		Residential	
Tristar Communications Corp.	Residential / Business	Residential / Business	
Unicom Communications, LLC	Residential / Business		
Unitel	Residential / Business	Residential / Business	
Universal Telecom, Inc.	Residential		
Unknown	Residential / Business	Residential / Business	

APPENDIX A: CLECS PROVIDING SERVICE

CLEC	Resale	UNE-P	Switch-Based
US LEC of Florida Inc.	Business		Business
USA Telecom, Inc.	Residential / Business	Residential / Business	
USTEL	Residential	Residential / Business	
Utilities Commission, New Smyrna Beach	Residential / Business	Residential / Business	
VarTec Telecom, Inc.		Residential / Business	
Verizon Avenue	Residential		
Winstar Communications, LLC	Business		
XO Florida, Inc.	Business		Business
Xspedius	Residential / Business	Residential / Business	Business
Z Tel Communications, Inc.	Business	Residential / Business	Business

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER

Exchange	Total CLEC Residential Providers (2003)	Total CLEC Residential Providers (2004)	Total CLEC Business Providers (2003)	Total CLEC Business Providers (2004)
Alachua	6	6	0	0
Alford	12	15	1	2
Alligator Point	0	0	0	0
Altha	2	2	0	0
Apalachicola	1	1	0	0
Apopka	30	36	17	21
Arcadia	20	24	6	9
Archer	21	25	6	12
Astor	13	13	3	3
Avon Park	23	20	8	9
Baker	16	13	4	4
Baldwin	17	15	14	19
Bartow	18	19	10	13
Belleglade	30	36	15	25
Belleview	25	24	14	19
Beverly Hills	19	26	4	7
Blountstown	2	2	0	0
Boca Grande	2	0	1	1
Boca Raton	51	57	43	53
Bonifay	16	17	3	6
Bonita Springs	22	24	7	13
Bowling Green	11	11	1	1
Boynton Beach	46	52	39	51
Bradenton	28	24	18	19
Branford	7	9	0	0
Bristol	1	1	0	0
Bronson	25	25	9	13
Brooker	4	3	0	0
Brooksville	33	37	22	26
Bunnell	25	26	16	21
Bushnell	24	22	7	8
Callahan	4	6	0	2
Cantonment	0	26	1	19
Cape Coral	22	28	8	16
Cape Haze	16	16	5	5
Carrabelle	1	1	0	0
Cedar Key	6	4	11	13
Celebration	0	0	2	3
Century[232]	15	17	5	7
Chattahoochee	2	1	0	0

[232] Updated data for Century.

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER

Exchange	Total CLEC Residential Providers (2003)	Total CLEC Residential Providers (2004)	Total CLEC Business Providers (2003)	Total CLEC Business Providers (2004)
Cherry Lake	9	23	0	14
Chiefland	25	26	18	24
Chipley	35	22	21	23
Citra	4	4	0	0
Clearwater	34	31	28	27
Clermont	25	25	14	15
Clewiston	20	21	6	9
Cocoa	45	50	34	46
Cocoa Beach	23	36	18	32
Coral Springs	53	77	35	61
Cottondale	8	10	4	5
Crawfordville	12	12	3	5
Crescent City	5	6	0	0
Crestview	23	23	11	10
Cross City	17	16	10	14
Crystal River	19	21	8	11
Dade City	18	20	10	11
Daytona Beach	54	56	41	52
DeBary	36	43	23	28
Deerfield Beach	43	53	37	47
DeFuniak Springs	21	23	8	9
Deland	36	39	22	32
DeLeon Springs	16	23	10	11
Delray Beach	47	56	34	52
Destin	15	18	9	12
Dowling Park	4	1	0	0
Dunnellon	26	30	14	21
East Orange	26	32	16	20
East Point	1	1	0	0
Eau Gallie	44	47	33	44
Englewood	13	12	9	13
Eustis	29	29	10	11
Everglades	3	4	1	2
Fernadina Beach	38	40	23	31
Flagler Beach	15	19	17	22
Florahome	2	4	0	1
Florida Sheriffs' Boys Ranch	2	3	0	0
Forest	15	15	5	5
Freeport	11	11	4	5
Frostproof	11	12	3	6
Ft. Lauderdale	73	82	54	70

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER

Exchange	Total CLEC Residential Providers (2003)	Total CLEC Residential Providers (2004)	Total CLEC Business Providers (2003)	Total CLEC Business Providers (2004)
Ft. Meade	13	10	1	2
Ft. Myers	37	34	20	25
Ft. Myers Beach	11	9	6	5
Ft. Pierce	44	50	28	43
Ft. Walton Beach	28	26	12	16
Ft. White	6	6	0	0
Gainesville	54	54	30	37
Geneva	15	0	9	0
Glendale	6	6	0	0
Graceville	19	22	8	15
Grand Ridge	14	15	1	2
Green Cove Springs	33	36	19	23
Greensboro	1	1	1	0
Greenville	10	14	1	2
Greenwood	10	8	0	1
Gretna	1	3	0	0
Groveland	20	18	7	8
Gulf Breeze	29	31	21	30
Haines City	27	23	13	16
Hastings	2	5	0	0
Havana	30	31	10	13
Hawthorne	22	24	9	15
High Springs	6	5	0	0
Hilliard	6	4	0	0
Hobe Sound	24	29	14	25
Holley-Navarre	24	29	14	22
Hollywood	69	77	45	59
Homestead	50	58	36	47
Homosassa	23	22	6	7
Hosford	1	0	0	0
Howey-in-the-Hills	6	9	1	3
Hudson	21	20	15	17
Immokalee	21	20	6	8
Indian Lake	3	3	2	2
Indiantown	0	0	0	0
Interlachen	6	8	0	0
Inverness	18	26	11	14
Jacksonville	67	76	28	64
Jacksonville Beach	67	2	49	12
Jasper	3	6	0	0
Jay	0	18	1	9

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER				
	Total CLEC Residential Providers		Total CLEC Business Providers	
Exchange	(2003)	(2004)	(2003)	(2004)
Jennings	3	6	0	0
Jensen Beach	24	30	13	22
Julington	17	1	16	3
Jupiter	33	37	21	37
Keaton Beach	1	1	0	0
Kenansville	4	5	3	3
Keys	44	45	28	42
Keystone Heights	30	27	11	14
Kingsley Lake	1	3	1	0
Kissimmee	34	42	18	27
La Belle	20	19	6	8
Lady Lake	20	23	7	12
Lake Buena Vista	0	1	4	4
Lake Butler	5	6	0	0
Lake City	38	40	24	31
Lake Placid	19	16	4	8
Lake Wales	23	19	9	14
Lakeland	31	27	15	19
Laurel Hill	1	0	0	0
Lawtey	14	15	1	2
Lee	10	8	1	2
Leesburg	27	30	17	19
Lehigh Acres	25	25	9	12
Live Oak	7	8	0	1
Luraville	3	5	0	0
Lynn Haven	25	24	12	20
Macclenny	2	2	3	2
Madison	13	16	9	9
Malone	12	13	0	0
Marco Island	9	7	8	10
Marianna	18	22	10	12
Maxville	12	15	8	12
Mayo	4	4	0	0
McIntosh	6	7	0	0
Melbourne	52	50	35	51
Melrose	4	5	0	0
Miami	78	85	65	81
Micanopy	13	0	4	0
Middleburg	36	37	16	24
Milton	28	32	18	25
Molino	0	0	0	0

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER

Exchange	Total CLEC Residential Providers (2003)	Total CLEC Residential Providers (2004)	Total CLEC Business Providers (2003)	Total CLEC Business Providers (2004)
Monticello	18	22	6	7
Montverde	11	14	1	2
Moore Haven	11	11	2	3
Mount Dora	24	26	9	12
Mulberry	16	15	9	7
Munson	8	0	1	0
Myakka	5	6	1	2
Naples	29	29	14	20
New Port Richey	26	20	19	19
New Smyrna Beach	30	35	27	38
Newberry	27	28	9	12
North Cape Coral	25	0	10	3
North Dade	64	71	47	57
North Ft Myers	29	27	10	17
North Naples	22	21	12	17
North Port	14	15	7	9
Oak Hill	15	19	7	14
Ocala	32	35	16	22
Ocklawaha	15	15	3	3
Okeechobee	21	22	9	10
Old Town	19	21	4	10
Orange City	27	24	15	17
Orange Park	41	46	30	38
Orange Springs	4	5	0	0
Orlando	67	76	53	62
Oviedo	34	36	31	38
Pace	27	30	16	19
Pahokee	27	31	10	20
Palatka	42	41	25	27
Palm Coast	26	34	21	30
Palmetto	18	16	11	14
Panacea	4	2	1	2
Panama City	43	45	28	37
Panama City Beach	36	32	23	27
Paxton	0	1	0	0
Pensacola	46	52	34	41
Perrine	55	66	42	52
Perry	1	1	0	0
Pierson	22	23	9	14
Pine Island	11	14	2	3
Plant City	18	16	12	16

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER

Exchange	Total CLEC Residential Providers (2003)	Total CLEC Residential Providers (2004)	Total CLEC Business Providers (2003)	Total CLEC Business Providers (2004)
Polk City	12	11	6	7
Pomona Park	21	23	5	10
Pompano Beach	62	3	49	14
Ponce de Leon	12	10	5	6
Ponte Verde Beach	20	28	26	27
Port Charlotte	30	26	11	16
Port St Joe	2	1	0	0
Port St. Lucie	40	50	26	35
Punta Gorda	20	19	8	12
Quincy	1	5	0	0
Raiford	1	3	0	0
Reedy Creek	25	10	20	5
Reynolds Hill	11	0	0	0
Salt Springs	7	7	1	1
San Antonio	11	11	4	4
Sanderson	1	2	1	1
Sanford	53	56	41	41
Sanibel-Captiva Island	2	4	5	6
Santa Rosa Beach	8	10	7	9
Sarasota	32	23	20	23
Seagrove Beach	8	8	4	7
Sebastian	34	35	20	31
Sebring	17	20	8	12
Shalimar	18	18	6	8
Silver Springs Shores	19	21	6	7
Sneads	12	9	2	3
Sopchoppy	5	4	0	1
Spring Lake Hills	12	13	6	5
St. Augustine	42	46	29	39
St. Cloud	26	31	12	16
St. Johns	12	0	11	4
St. Marks	4	3	2	2
St. Petersburg	43	35	24	29
Starke	19	24	9	10
Stuart	37	42	33	46
Sunny Hills	14	16	4	6
Tallahassee	38	39	19	24
Tampa	48	40	27	29
Tarpon Springs	26	25	18	20
Tavares	18	22	11	12
The Beaches	2	0	0	0

APPENDIX B: EXCHANGES WITH A CLEC PROVIDER

Exchange	Total CLEC Residential Providers (2003)	Total CLEC Residential Providers (2004)	Total CLEC Business Providers (2003)	Total CLEC Business Providers (2004)
Titusville	34	41	28	37
Trenton	22	25	13	16
Trilacoochee	15	15	3	3
Tyndall AFB	0	0	0	0
Umatilla	26	22	4	5
Valparaiso	23	21	9	14
Venice	20	17	15	19
Vernon	15	15	6	11
Vero Beach	41	50	28	40
Waldo	4	7	0	0
Walnut Hill	0	0	0	0
Wauchula	18	16	4	6
Weekiwachee Springs	0	40	2	27
Weirsdale	0	0	0	0
Welaka	22	19	7	9
Wellborn	3	7	0	0
West Kissimmee	1	1	6	11
West Palm Beach	68	82	53	67
Westville	10	10	0	0
Wewahitchka	31	1	23	0
White Springs	4	5	0	0
Wildwood	26	25	9	12
Williston	18	23	5	6
Windermere	7	13	9	8
Winter Garden	29	31	17	22
Winter Haven	28	25	17	19
Winter Park	39	46	21	27
Yankeetown	21	17	8	12
Youngstown-Fountain	22	27	8	10
Yulee	26	25	15	18
Zephyr Hills	19	20	15	15
Zolfo Springs	9	9	2	3

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines CLEC Providers (2003)	% of Residential Access Lines CLEC Providers (2004)	% of Business Access Lines CLEC Providers (2003)	% of Business Access Lines CLEC Providers (2004)
Alachua	> 0 to 1%	> 0 to 1%	0	0
Alford	1% to 5%	1% to 5%	1% to 5%	25% to 30%
Alligator Point	0	0	0	0
Altha	> 0 to 1%	> 0 to 1%	0	0
Apalachicola	> 0 to 1%	> 0 to 1%	0	0
Apopka	1% to 5%	1% to 5%	15% to 20%	10% to 15%
Arcadia	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Archer	1% to 5%	1% to 5%	20% to 25%	25% to 30%
Astor	1% to 5%	1% to 5%	5% to 10%	5% to 10%
Avon Park	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Baker	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Baldwin	5% to 10%	5% to 10%	15% to 20%	30% to 35%
Bartow	1% to 5%	1% to 5%	1% to 5%	20% to 25%
Belleglade	25% to 30%	30% to 35%	15% to 20%	25% to 30%
Belleview	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Beverly Hills	> 0 to 1%	> 0 to 1%	1% to 5%	5% to 10%
Blountstown	1% to 5%	1% to 5%	0	0
Boca Grande	> 0 to 1%	0	> 0 to 1%	5% to 10%
Boca Raton	10% to 15%	10% to 15%	35% to 40%	35% to 40%
Bonifay	1% to 5%	1% to 5%	> 0 to 1%	1% to 5%
Bonita Springs	> 0 to 1%	> 0 to 1%	10% to 15%	10% to 15%
Bowling Green	1% to 5%	1% to 5%	> 0 to 1%	1% to 5%
Boynton Beach	10% to 15%	10% to 15%	30% to 35%	35% to 40%
Bradenton	1% to 5%	1% to 5%	15% to 20%	15% to 20%
Branford	1% to 5%	1% to 5%	0	0
Bristol	1% to 5%	> 0 to 1%	0	0
Bronson	1% to 5%	1% to 5%	1% to 5%	5% to 10%
Brooker	> 0 to 1%	> 0 to 1%	0	0
Brooksville	10% to 15%	5% to 10%	15% to 20%	15% to 20%
Bunnell	5% to 10%	1% to 5%	10% to 15%	15% to 20%
Bushnell	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Callahan	> 0 to 1%	> 0 to 1%	0	35% to 40%
Cantonment	0	5% to 10%	5% to 10%	25% to 30%
Cape Coral	> 0 to 1%	1% to 5%	1% to 5%	10% to 15%
Cape Haze	> 0 to 1%	> 0 to 1%	1% to 5%	1% to 5%
Carrabelle	> 0 to 1%	> 0 to 1%	0	0
Cedar Key	1% to 5%	> 0 to 1%	15% to 20%	75% to 80%
Celebration	0	0	25% to 30%	35% to 40%
Century[233]	5% to 10%	5% to 10%	5% to 10%	15% to 20%

[233] Updated data for Century

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines		% of Business Access Lines	
	CLEC Providers		CLEC Providers	
	(2003)	(2004)	(2003)	(2004)
Chattahoochee	> 0 to 1%	> 0 to 1%	0	0
Cherry Lake	1% to 5%	10% to 15%	0	75% to 80%
Chiefland	1% to 5%	1% to 5%	25% to 30%	30% to 35%
Chipley	15% to 20%	5% to 10%	35% to 40%	35% to 40%
Citra	> 0 to 1%	1% to 5%	0	0
Clearwater	> 0 to 1%	> 0 to 1%	30% to 35%	35% to 40%
Clermont	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Clewiston	1% to 5%	5% to 10%	1% to 5%	1% to 5%
Cocoa	5% to 10%	5% to 10%	35% to 40%	25% to 30%
Cocoa Beach	1% to 5%	5% to 10%	20% to 25%	50% to 55%
Coral Springs	15% to 20%	35% to 40%	30% to 35%	50% to 55%
Cottondale	5% to 10%	5% to 10%	5% to 10%	5% to 10%
Crawfordville	1% to 5%	1% to 5%	1% to 5%	30% to 35%
Crescent City	> 0 to 1%	1% to 5%	0	0
Crestview	1% to 5%	1% to 5%	1% to 5%	5% to 10%
Cross City	1% to 5%	1% to 5%	10% to 15%	10% to 15%
Crystal River	1% to 5%	1% to 5%	5% to 10%	5% to 10%
Dade City	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Daytona Beach	5% to 10%	10% to 15%	40% to 45%	35% to 40%
DeBary	10% to 15%	10% to 15%	15% to 20%	20% to 25%
Deerfield Beach	15% to 20%	15% to 20%	35% to 40%	35% to 40%
DeFuniak Springs	5% to 10%	5% to 10%	1% to 5%	1% to 5%
Deland	10% to 15%	10% to 15%	20% to 25%	15% to 20%
DeLeon Springs	10% to 15%	5% to 10%	25% to 30%	20% to 25%
Delray Beach	10% to 15%	10% to 15%	30% to 35%	35% to 40%
Destin	1% to 5%	1% to 5%	20% to 25%	30% to 35%
Dowling Park	> 0 to 1%	> 0 to 1%	0	0
Dunnellon	1% to 5%	1% to 5%	10% to 15%	15% to 20%
East Orange	1% to 5%	1% to 5%	10% to 15%	25% to 30%
East Point	> 0 to 1%	> 0 to 1%	0	0
Eau Gallie	1% to 5%	5% to 10%	15% to 20%	15% to 20%
Englewood	> 0 to 1%	> 0 to 1%	5% to 10%	5% to 10%
Eustis	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Everglades	> 0 to 1%	> 0 to 1%	> 0 to 1%	> 0 to 1%
Fernadina Beach	10% to 15%	5% to 10%	35% to 40%	20% to 25%
Flagler Beach	5% to 10%	5% to 10%	30% to 35%	30% to 35%
Florahome	> 0 to 1%	> 0 to 1%	0	1% to 5%
Florida Sheriffs' Boys Ranch	1% to 5%	1% to 5%	0	0
Forest	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Freeport	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Frostproof	1% to 5%	1% to 5%	1% to 5%	1% to 5%

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines		% of Business Access Lines	
	CLEC Providers		CLEC Providers	
	(2003)	(2004)	(2003)	(2004)
Ft. Lauderdale	20% to 25%	20% to 25%	35% to 40%	35% to 40%
Ft Meade	1% to 5%	1% to 5%	> 0 to 1%	1% to 5%
Ft Myers	1% to 5%	25% to 30%	25% to 30%	25% to 30%
Ft. Myers Beach	> 0 to 1%	> 0 to 1%	5% to 10%	15% to 20%
Ft Pierce	10% to 15%	5% to 10%	15% to 20%	15% to 20%
Ft. Walton Beach	1% to 5%	1% to 5%	10% to 15%	20% to 25%
Ft. White	1% to 5%	> 0 to 1%	0	0
Gainesville	10% to 15%	5% to 10%	20% to 25%	15% to 20%
Geneva	1% to 5%	0	15% to 20%	0
Glendale	1% to 5%	1% to 5%	0	0
Graceville	1% to 5%	5% to 10%	1% to 5%	10% to 15%
Grand Ridge	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Green Cove Springs	5% to 10%	5% to 10%	20% to 25%	20% to 25%
Greensboro	20% to 25%	1% to 5%	1% to 5%	0
Greenville	5% to 10%	1% to 5%	1% to 5%	1% to 5%
Greenwood	5% to 10%	5% to 10%	0	1% to 5%
Gretna	> 0 to 1%	5% to 10%	0	0
Groveland	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Gulf Breeze	5% to 10%	5% to 10%	25% to 30%	30% to 35%
Haines City	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Hastings	> 0 to 1%	1% to 5%	0	0
Havana	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Hawthorne	1% to 5%	1% to 5%	5% to 10%	10% to 15%
High Springs	> 0 to 1%	> 0 to 1%	0	0
Hilliard	> 0 to 1%	1% to 5%	0	0
Hobe Sound	5% to 10%	5% to 10%	15% to 20%	25% to 30%
Holley-Navarre	5% to 10%	5% to 10%	10% to 15%	20% to 25%
Hollywood	20% to 25%	20% to 25%	35% to 40%	35% to 40%
Homestead	15% to 20%	15% to 20%	10% to 15%	10% to 15%
Homosassa	1% to 5%	1% to 5%	1% to 5%	10% to 15%
Hosford	> 0 to 1%	0	0	0
Howey-in-the-Hills	> 0 to 1%	1% to 5%	1% to 5%	1% to 5%
Hudson	> 0 to 1%	> 0 to 1%	15% to 20%	20% to 25%
Immokalee	5% to 10%	10% to 15%	1% to 5%	1% to 5%
Indian Lake	> 0 to 1%	> 0 to 1%	1% to 5%	1% to 5%
Indiantown	0	0	0	0
Interlachen	> 0 to 1%	1% to 5%	0	0
Inverness	1% to 5%	1% to 5%	1% to 5%	10% to 15%
Jacksonville	15% to 20%	15% to 20%	40% to 45%	35% to 40%
Jacksonville Beach	10% to 15%	5% to 10%	35% to 40%	25% to 30%
Jasper	1% to 5%	1% to 5%	0	0

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines		% of Business Access Lines	
	CLEC Providers		CLEC Providers	
	(2003)	(2004)	(2003)	(2004)
Jay	0	1% to 5%	1% to 5%	5% to 10%
Jennings	1% to 5%	1% to 5%	0	0
Jensen Beach	5% to 10%	5% to 10%	20% to 25%	20% to 25%
Julington	10% to 15%	1% to 5%	15% to 20%	25% to 30%
Jupiter	5% to 10%	5% to 10%	30% to 35%	30% to 35%
Keaton Beach	> 0 to 1%	> 0 to 1%	0	0
Kenansville	> 0 to 1%	> 0 to 1%	5% to 10%	5% to 10%
Keys	5% to 10%	5% to 10%	10% to 15%	15% to 20%
Keystone Heights	1% to 5%	1% to 5%	10% to 15%	15% to 20%
Kingsley Lake	> 0 to 1%	1% to 5%	30% to 35%	0
Kissimmee	1% to 5%	5% to 10%	25% to 30%	35% to 40%
La Belle	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Lady Lake	> 0 to 1%	> 0 to 1%	5% to 10%	5% to 10%
Lake Buena Vista	0	10% to 15%	10% to 15%	10% to 15%
Lake Butler	> 0 to 1%	1% to 5%	0	0
Lake City	1% to 5%	1% to 5%	15% to 20%	15% to 20%
Lake Placid	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Lake Wales	1% to 5%	1% to 5%	1% to 5%	5% to 10%
Lakeland	1% to 5%	1% to 5%	10% to 15%	15% to 20%
Laurel Hill	> 0 to 1%	0	0	0
Lawtey	5% to 10%	5% to 10%	1% to 5%	1% to 5%
Lee	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Leesburg	1% to 5%	1% to 5%	5% to 10%	5% to 10%
Lehigh Acres	1% to 5%	1% to 5%	1% to 5%	5% to 10%
Live Oak	1% to 5%	1% to 5%	0	> 0 to 1%
Luraville	> 0 to 1%	1% to 5%	0	0
Lynn Haven	5% to 10%	1% to 5%	5% to 10%	10% to 15%
Macclenny	10% to 15%	10% to 15%	10% to 15%	15% to 20%
Madison	5% to 10%	5% to 10%	1% to 5%	1% to 5%
Malone	5% to 10%	5% to 10%	0	0
Marco Island	> 0 to 1%	> 0 to 1%	1% to 5%	1% to 5%
Marianna	5% to 10%	5% to 10%	1% to 5%	1% to 5%
Maxville	5% to 10%	5% to 10%	15% to 20%	20% to 25%
Mayo	1% to 5%	1% to 5%	0	0
McIntosh	> 0 to 1%	1% to 5%	0	0
Melbourne	1% to 5%	5% to 10%	50% to 55%	40% to 45%
Melrose	> 0 to 1%	> 0 to 1%	0	0
Miami	15% to 20%	15% to 20%	30% to 35%	30% to 35%
Micanopy	1% to 5%	0	1% to 5%	0
Middleburg	5% to 10%	5% to 10%	10% to 15%	35% to 40%
Milton	1% to 5%	1% to 5%	10% to 15%	10% to 15%

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines CLEC Providers (2003)	% of Residential Access Lines CLEC Providers (2004)	% of Business Access Lines CLEC Providers (2003)	% of Business Access Lines CLEC Providers (2004)
Molino	0	0	0	0
Monticello	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Montverde	1% to 5%	1% to 5%	5% to 10%	30% to 35%
Moore Haven	1% to 5%	5% to 10%	> 0 to 1%	1% to 5%
Mount Dora	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Mulberry	1% to 5%	1% to 5%	5% to 10%	5% to 10%
Munson	1% to 5%	0	1% to 5%	0
Myakka	> 0 to 1%	> 0 to 1%	> 0 to 1%	5% to 10%
Naples	> 0 to 1%	1% to 5%	5% to 10%	5% to 10%
New Port Richey	> 0 to 1%	> 0 to 1%	10% to 15%	30% to 35%
New Smyrna Beach	15% to 20%	20% to 25%	25% to 30%	25% to 30%
Newberry	1% to 5%	1% to 5%	15% to 20%	30% to 35%
North Cape Coral	> 0 to 1%	0	5% to 10%	5% to 10%
North Dade	20% to 25%	20% to 25%	35% to 40%	45% to 50%
North Ft Myers	1% to 5%	1% to 5%	1% to 5%	5% to 10%
North Naples	> 0 to 1%	> 0 to 1%	5% to 10%	10% to 15%
North Port	> 0 to 1%	> 0 to 1%	1% to 5%	5% to 10%
Oak Hill	5% to 10%	5% to 10%	20% to 25%	20% to 25%
Ocala	1% to 5%	1% to 5%	20% to 25%	15% to 20%
Ocklawaha	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Okeechobee	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Old Town	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Orange City	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Orange Park	15% to 20%	10% to 15%	25% to 30%	30% to 35%
Orange Springs	> 0 to 1%	> 0 to 1%	0	0
Orlando	10% to 15%	15% to 20%	45% to 50%	40% to 45%
Oviedo	5% to 10%	5% to 10%	25% to 30%	30% to 35%
Pace	5% to 10%	5% to 10%	15% to 20%	20% to 25%
Pahokee	25% to 30%	30% to 35%	30% to 35%	40% to 45%
Palatka	5% to 10%	5% to 10%	20% to 25%	15% to 20%
Palm Coast	5% to 10%	5% to 10%	30% to 35%	15% to 20%
Palmetto	> 0 to 1%	> 0 to 1%	10% to 15%	15% to 20%
Panacea	1% to 5%	1% to 5%	> 0 to 1%	1% to 5%
Panama City	35% to 40%	35% to 40%	30% to 35%	30% to 35%
Panama City Beach	5% to 10%	5% to 10%	10% to 15%	15% to 20%
Paxton	0	> 0 to 1%	0	0
Pensacola	10% to 15%	10% to 15%	35% to 40%	35% to 40%
Perrine	15% to 20%	15% to 20%	30% to 35%	30% to 35%
Perry	> 0 to 1%	> 0 to 1%	0	0
Pierson	1% to 5%	1% to 5%	10% to 15%	15% to 20%
Pine Island	> 0 to 1%	> 0 to 1%	> 0 to 1%	1% to 5%

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines		% of Business Access Lines	
	CLEC Providers		CLEC Providers	
	(2003)	(2004)	(2003)	(2004)
Plant City	1% to 5%	1% to 5%	5% to 10%	15% to 20%
Polk City	1% to 5%	1% to 5%	1% to 5%	5% to 10%
Pomona Park	1% to 5%	1% to 5%	5% to 10%	15% to 20%
Pompano Beach	15% to 20%	1% to 5%	40% to 45%	35% to 40%
Ponce de Leon	1% to 5%	1% to 5%	10% to 15%	10% to 15%
Ponte Vedra Beach	5% to 10%	5% to 10%	20% to 25%	20% to 25%
Port Charlotte	> 0 to 1%	> 0 to 1%	5% to 10%	15% to 20%
Port St Joe	> 0 to 1%	> 0 to 1%	0	0
Port St. Lucie	5% to 10%	5% to 10%	20% to 25%	15% to 20%
Punta Gorda	> 0 to 1%	> 0 to 1%	5% to 10%	10% to 15%
Quincy	> 0 to 1%	1% to 5%	0	0
Raiford	> 0 to 1%	> 0 to 1%	0	0
Reedy Creek	5% to 10%	> 0 to 1%	30% to 35%	30% to 35%
Reynolds Hill	1% to 5%	0	0	0
Salt Springs	1% to 5%	1% to 5%	> 0 to 1%	> 0 to 1%
San Antonio	> 0 to 1%	> 0 to 1%	1% to 5%	1% to 5%
Sanderson	10% to 15%	10% to 15%	1% to 5%	1% to 5%
Sanford	10% to 15%	15% to 20%	25% to 30%	40% to 45%
Sanibel-Captiva Island	> 0 to 1%	> 0 to 1%	1% to 5%	5% to 10%
Santa Rosa Beach	1% to 5%	1% to 5%	10% to 15%	10% to 15%
Sarasota	> 0 to 1%	1% to 5%	15% to 20%	20% to 25%
Seagrove Beach	5% to 10%	5% to 10%	5% to 10%	5% to 10%
Sebastian	5% to 10%	5% to 10%	10% to 15%	15% to 20%
Sebring	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Shalimar	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Silver Springs Shores	1% to 5%	1% to 5%	5% to 10%	5% to 10%
Sneads	1% to 5%	1% to 5%	> 0 to 1%	> 0 to 1%
Sopchoppy	1% to 5%	1% to 5%	0	> 0 to 1%
Spring Lake	> 0 to 1%	1% to 5%	1% to 5%	5% to 10%
St. Augustine	5% to 10%	5% to 10%	25% to 30%	30% to 35%
St. Cloud	1% to 5%	1% to 5%	1% to 5%	15% to 20%
St. Johns	1% to 5%	0	35% to 40%	25% to 30%
St. Marks	1% to 5%	1% to 5%	1% to 5%	1% to 5%
St. Petersburg	1% to 5%	1% to 5%	15% to 20%	20% to 25%
Starke	1% to 5%	5% to 10%	5% to 10%	10% to 15%
Stuart	5% to 10%	10% to 15%	25% to 30%	25% to 30%
Sunny Hills	1% to 5%	1% to 5%	1% to 5%	5% to 10%
Tallahassee	1% to 5%	1% to 5%	15% to 20%	15% to 20%
Tampa	1% to 5%	1% to 5%	35% to 40%	30% to 35%
Tarpon Springs	> 0 to 1%	> 0 to 1%	10% to 15%	20% to 25%
Tavares	1% to 5%	1% to 5%	1% to 5%	1% to 5%

APPENDIX C: PERCENTAGE OF CLEC ACCESS LINES BY EXCHANGE

Exchange	% of Residential Access Lines		% of Business Access Lines	
	CLEC Providers		CLEC Providers	
	(2003)	(2004)	(2003)	(2004)
The Beaches	> 0 to 1%	0	0	0
Titusville	1% to 5%	5% to 10%	15% to 20%	20% to 25%
Trenton	1% to 5%	1% to 5%	10% to 15%	10% to 15%
Trilacoochee	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Tyndall AFB	0	0	0	0
Umatilla	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Valparaiso	1% to 5%	1% to 5%	10% to 15%	10% to 15%
Venice	> 0 to 1%	> 0 to 1%	10% to 15%	15% to 20%
Vernon	1% to 5%	1% to 5%	15% to 20%	50% to 55%
Vero Beach	5% to 10%	5% to 10%	15% to 20%	20% to 25%
Waldo	> 0 to 1%	> 0 to 1%	0	0
Walnut Hill	0	0	0	0
Wauchula	1% to 5%	1% to 5%	1% to 5%	1% to 5%
Weekiwachee Springs	5% to 10%	5% to 10%	20% to 25%	20% to 25%
Weirsdale	0	0	0	0
Welaka	1% to 5%	1% to 5%	10% to 15%	20% to 25%
Wellborn	> 0 to 1%	1% to 5%	0	0
West Kissimmee	1% to 5%	1% to 5%	40% to 45%	50% to 55%
West Palm Beach	10% to 15%	10% to 15%	30% to 35%	30% to 35%
Westville	1% to 5%	1% to 5%	0	0
Wewahitchka	> 0 to 1%	> 0 to 1%	1% to 5%	0
White Springs	1% to 5%	1% to 5%	0	0
Wildwood	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Williston	1% to 5%	5% to 10%	5% to 10%	5% to 10%
Windermere	1% to 5%	5% to 10%	5% to 10%	5% to 10%
Winter Garden	1% to 5%	1% to 5%	5% to 10%	10% to 15%
Winter Haven	1% to 5%	1% to 5%	15% to 20%	30% to 35%
Winter Park	1% to 5%	1% to 5%	20% to 25%	30% to 35%
Yankeetown	1% to 5%	1% to 5%	15% to 20%	20% to 25%
Youngstown-Fountain	1% to 5%	1% to 5%	5% to 10%	60% to 65%
Yulee	1% to 5%	1% to 5%	10% to 15%	20% to 25%
Zephyr Hills	> 0 to 1%	> 0 to 1%	1% to 5%	5% to 10%
Zolfo Springs	1% to 5%	1% to 5%	1% to 5%	1% to 5%

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECS

CLEC	ILEC	Date Opened	Docket No. or CATS No.	Description of Complaint	Date Closed	Resolution
Access Integrated Networks	BellSouth	05/30/03	535975T	Problems with lines not working properly. BellSouth reportedly trying to get customers to switch back to them.	07/02/03	Problems resolved. Delays caused by both companies.
Access Integrated Networks	BellSouth	06/25/03	540841T	Customer wants to move DSL (BellSouth) to its Fax line.	08/21/03	Line was moved. Miscommunications with the customer and its contractor.
Allegiance Telecom of Florida, Inc. and XO Florida, Inc. (Joint CLECs)	BellSouth & Verizon	05/21/04	040489-TP	Emergency Complaint of Joint CLECs seeking an order to require BellSouth and Verizon to continue to honor existing interconnection obligations	Pending	Pending
AT&T	BellSouth	11/12/03	031046-TP	Petition and Complaint of AT&T against BellSouth for alleged anti-competitive pricing of long distance service	07/23/04	Order No. PSC-04-0718-FOF-TP, issued on July 23, 2004 grants AT&T's request for voluntary withdrawal of Petition.
Auglink Commun.	BellSouth	03/04/04	586790T	Problem with newly installed line	03/30/04	Problem with voice mail service
DIECA Comm.Inc. (Covad)	BellSouth	09/26/03	030945-TP	Complaint of DIECA Communi-cations, Inc. against BellSouth for breach of the parties' interconnection agreement	01/20/04	Covad filed a voluntary notice of dismissal on January 13, 2004.

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECS

CLEC	ILEC	Date Opened	Docket No. or CATS No.	Description of Complaint	Date Closed	Resolution
DSL Telecom	BellSouth	01/26/04	580160T	Incorrect billing by BellSouth	02/11/04	DSL Telecom is hiring an internal audit company to review its billing records.
DSL Telecom	BellSouth	04/06/04	592145T	Condo Association signed a CLEC Assumption, however BellSouth is preventing it from happening.	05/28/04	BellSouth has not received any order and is not preventing any assumption.
EXCEL	BellSouth	03/16/04	587603T	Excel customer was out of service for over 1 week.	04/07/04	Service has been restored.
EZ Talk	BellSouth	10/07/03	561436T	Billing problem with BellSouth-EZ	12/08/03	Customer withdrew the complaint.
FDN	BellSouth	08/18/03	030829-TP	Complaint by FDN for resolution of certain billing disputes, and enforcement of unbundled network element orders and interconnection agreements	Pending	Pending
FDN	BellSouth	07/25/03	546773T	Charged a disconnect fee for changing from BellSouth to FDN.	08/12/03	FDN is crediting the customer for the termination charge.
FDN	BellSouth	11/17/03	568766T	Problem porting numbers back from Florida Digital Network	12/10/03	Three customers have been ported, 1 chose to remain with FDN and two others were cancelled by BellSouth due to no clarification by DSLI.
Florida Multimedia	BellSouth	08/13/03	550500-T	Service Connection Difficulties	08/13/03	BellSouth escalated the service order in question.

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECS

CLEC	ILEC	Date Opened	Docket No. or CATS No.	Description of Complaint	Date Closed	Resolution
Florida Phone Services	BellSouth	01/27/04	580707T	BellSouth requested additional deposit for increased usage.	02/12/04	FPS should pay an additional $30,000 deposit in order to honor contract.
FTS	BellSouth	10/23/03	564496T	BellSouth failed to provide service to its customer in a timely manner.	01/14/04	Service required new construction.
IDS Long Distance/ AT&T	BellSouth	10/16/03	557284T & 552585T	Customer's 6 lines has been out of service since 8/18/03.	01/12/04	Service has been restored. BellSouth to reimbursement company for vendor expenses as problem was with BellSouth.
IDS Telecom	BellSouth	12/23/03	031125-TP	Complaint of IDS Telecom LLC against BellSouth for alleged overbilling and discontinuance of service, and Petition for an emergency order restoring service	Pending	Pending
IDS Telecom	BellSouth	05/21/04	040488-TP	Complaint of BellSouth against IDS Telecom LLC to enforce deposit requirements of interconnection agreement	Pending	Pending
IDS Telecom	BellSouth	09/02/03	551589T	Repair problems with an IDS customer	09/18/03	Customer's service has been restored using a spare cable pair.
IDS Telecom	BellSouth	10/09/03	561736T	Trying to port to IDS. BellSouth has a freeze on the line.	12/03/03	BellSouth lifted the local freeze as requested by customer. All numbers are now working.

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECS

CLEC	ILEC	Date Opened	Docket No. or CATS No.	Description of Complaint	Date Closed	Resolution
IDS Telecom	BellSouth	11/7/03	567409-T	Threatened termination of service for non-payment.	12/16/03	Close-out letter to complainant that complex billing matters should be evaluated in a formal proceeding.
IDS Telecom	BellSouth	10/13/03	561895T	Problems regarding the provisioning of customer's fax line for DSL.	01/20/04	Non-regulated service and FPSC could not get the repair charge waived. Problem, however, was caused by IDS/United.
IDS Telecom	BellSouth	03/03/04	586528T	Customer trying to obtain DSL service.	03/11/04	BellSouth incorrectly identified the line as not qualifying for DSL. This has been corrected.
KMC Telecom	BellSouth	02/03/04	581789T	9-1-1 service not available on campus	03/29/04	Service is now working. Will investigate to determine the cause.
Sandhill Commun.	BellSouth	11/12/03	567910T	Billing problem with BellSouth	01/09/04	Response received, problems resolved.
STS	BellSouth	04/02/04	591695T	STS unable to use the BellSouth's LCSC automated system to remove call waiting.	04/21/04	STS advised to use the process outlined in agreement with BellSouth for resolving billing problems.
STS Telecom	BellSouth	10/01/03	560189T	Company is incorrectly listed, also dropped from some directories by BellSouth.	10/16/03	Problem has been resolved
STS Telecom	BellSouth	10/01/03	560300T	BellSouth caused delays in changing LD Company.	10/17/03	Customer successfully changed LD Company
STS Telecom	BellSouth	10/14/03	562697T	Out of Service	11/07/03	Service disconnected by BellSouth in error. It has been restored.

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECS

CLEC	ILEC	Date Opened	Docket No. or CATS No.	Description of Complaint	Date Closed	Resolution
STS Telecom	BellSouth	09/11/03	556202T	BellSouth disconnecting STS customers.	01/05/04	Accidental disconnection. Restored by BellSouth.
STS Telecom	BellSouth	09/17/03	557520T	Calls dropping off, BellSouth charging for premise visits if no trouble found.	01/22/04	Primary line moved from fiber to copper, no further problems. Problem caused by BellSouth.
STS Telecom	BellSouth	10/16/03	563066T	BellSouth removed freeze on customer's line without customer's approval.	02/06/04	STS & BellSouth are working out the notification problems.
Supra	BellSouth	06/13/03	538533T	Problem with DSL being disconnected due to switch	07/08/03	DSL is non-regulated service and Commission has no DSL rules.
Supra	BellSouth	05/23/03	534992T	Dangerous pole in yard that needs replacing	07/15/03	Pole has been removed.
USA Telephone	BellSouth	06/26/03	540974T	No dial tone. Unfair practice by BellSouth & billing problems.	08/07/03	BellSouth will issue credits of $120.
Vartec	BellSouth	07/03/03	542618T	Customer requested line to be moved. Contractor cut the line when move was not made.	08/06/03	Problem caused by Vartec. Credit of $37.88 will be issued.
CEMEX	Sprint	03/04/04	586724T	Customer of CEMEX out of service	04/05/04	Mr. Johnson has withdrawn the complaint.
FTS	Sprint	08/14/03	542444T	Can receive but cannot make calls.	11/10/03	Customer's service is now working with Sprint. LOA received to verify transfer of service.
Hosting Network	Sprint	07/03/03	542642T	Porting to Sprint-Hosting Network won't release the line.	07/08/03	Service has been ported. Customer had a freeze on the line.

APPENDIX D: SUMMARY OF COMPLAINTS FILED BY CLECS						
CLEC	ILEC	Date Opened	Docket No. or CATS No.	Description of Complaint	Date Closed	Resolution
Allegiance	Verizon	09/30/03	559974T	Customer trying to relocate to a new building. Problem with cables.	10/30/03	Customer has service with Verizon
CAT Comm.	Verizon	02/10/04	577918T	LD service is blocked.	04/05/04	Service has been installed.
Ganaco, Inc.	Verizon	08/8/03	549894-T	Billing problems with a specific Verizon product	09/16/03	Verizon issued the appropriate credits, and states that work on a mechanical fix is underway.
ITC^Delta-Com Comm.	Verizon	12/19/03	031116-TP	Complaint of ITC^ DeltaCom against Verizon for alleged violations of the Telecommunica-tions Act of 1996	2/10/04	ITC^Delta-Com Communications, Inc. filed a notice of voluntary dismissal on January 22, 2004.
TCG South Florida	Verizon	07/24/03	030677-TP	Petition and complaint by Verizon regarding customer transfer charges imposed by TCG South Florida	09/17/03	Verizon withdrew its Petition via letter dated September 12, 2003.
Xspedius Commun/ Espire	Verizon	08/29/03	550851T	Remote Call Forwarding problem as well as billing problems	10/16/03	In civil litigation

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

1 Com, Inc. d/b/a 1 Com South, Inc.
1-800-RECONEX, Inc. d/b/a USTEL
360networks (USA) inc.
A.R.C. Networks, Inc. d/b/a InfoHighway
AAA Reconnect, Inc.
AboveNet Communications, Inc.
Acceris Communications Corp. of Florida
Access Communications, LLC.
Access Integrated Networks, Inc.
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communication Services, Inc.
Actel Wireless, Inc.
Adelphia Telecommunications of Florida, Inc.
Advanced Tel, Inc. d/b/a EATEL
Advantage Group of Florida Communications, L.L.C.
Affordable Phone Services, Inc. d/b/a High Tech Communications
Airface Communications Inc.
AirTIME Technologies, Inc.
ALEC, Inc.
Allegiance Telecom of Florida, Inc.
ALLTEL Communications, Inc.
Alpha Fiber Inc.
Alpha Telecom, LLC
Alternative Access Telephone Communications Corp. d/b/a AA Tele-Com
Alternative Phone, Inc.
Alternative Telecommunication Services, Inc. d/b/a Second Chance Phone
Alticomm, Inc.
AMAFLA Telecom, Inc.
American Fiber Network, Inc.
American Fiber Systems, Inc.
American Phone Services Corp.
America's Wireless Choice, Inc.
Americatel Corporation
AmeriMex Communications Corp.
Andre Trajean Fidel d/b/a Andrex Telecom
ANEW Broadband, Inc.
Annox, Inc.
Armour E611 Incorporated
Arrow Communications, Inc. d/b/a ACI
Asset Channels-Telecom, Inc.
AT&T Communications of the Southern States, LLC d/b/a AT&T

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

Atlantic Telecommunication Systems, Inc. d/b/a ATS
Atlantic.Net Broadband, Inc. d/b/a Dolfo.Net
Atlas Communications, Ltd.
ATN, Inc. d/b/a AMTEL NETWORK, INC.
Auglink Communications, Inc.
Available Telecom Services, Inc.
Azul Tel, Inc.
Backbone Communications Inc.
BAK Communications, LLC
Baldwin County Internet/DSSI Service, L.L.C.
Basic Phone, Inc.
BCN Telecom, Inc.
Beauty Town, Inc. d/b/a Anns Communication
Bellerud Communications, LLC
BellSouth Long Distance, Inc.
BellSouth Telecommunications, Inc.
Best Value Telecom, Inc.
Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch
Bright House Networks Information Services (Florida), LLC
Broadband Communities of Florida, Inc.
Broadview Networks, Inc.
BT Communications Sales LLC
Budget Phone, Inc.
BudgeTel Systems, Inc.
BullsEye Telecom, Inc.
Burno, Inc. d/b/a Citywide-Tel
Business Communications, Inc.
Business Telecom, Inc. d/b/a BTI
Buy-Tel Communications, Inc.
BW Consulting, L.L.C.
C2C Fiber of Florida, Inc.
Calpoint (Florida), LLC
Camarato Distributing, Inc. d/b/a Nex-Phon
Campus Communications Group, Inc.
CariLink International, Inc.
CAT Communications International, Inc.
Cbeyond Communications, LLC
Centennial Florida Switch Corp.
CI2, Inc.
Ciera Network Systems, Inc.
Cinergy Communications Company
City of Daytona Beach
City of Gainesville, a municipal corporation d/b/a GRUCom

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

City of Lakeland
City of Ocala
City of Quincy d/b/a netquincy d/b/a netquincy.com d/b/a www.netquincy.com
City of Tallahassee
Cleartel Telecommunications, Inc. d/b/a Now Communications, also d/b/a VeraNet Solutions
CM Tel (USA) LLC
Coastal Telephone Connections, Inc. d/b/a Coastal Connections
Cogent Communications of Florida LHC, Inc.
Colmena Corp. of Delaware
Columbia Telecommunications, Inc. d/b/a axessa
Comcast Business Communications, Inc.
Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone
Comm South Companies, Inc. d/b/a Florida Comm South
Communications Xchange, LLC
Computer Network Technology Corporation
Comtech21, LLC
Conextel, Inc.
Coral Telecom, Inc. d/b/a TruComm Southeast
Cordia Communications Corp.
Covista, Inc.
Cox Florida Telcom, L.P. d/b/a Cox Communications
Credit Loans, Inc. d/b/a Lone Star State Telephone Co.
CTC Communications Corp.
Cypress Communications Operating Company, Inc.
David A. Chesson and Ted J. Moss d/b/a Phone-Out/Phone-On
Deland Actel, Inc.
Delta Phones, Inc.
DialEZ Inc.
DialTek, LLC d/b/a DTK Telecommunications, LLC
Dialtone Telecom, LLC
DIECA Communications, Inc. d/b/a Covad Communications Company
Direct Telephone Company, Inc.
Direct2Internet Corp.
Dominion Telecom, Inc.
Double Link Communications, Inc.
DPI-Teleconnect, L.L.C.
DSL Internet Corporation d/b/a DSLi
DSL Telecom, Inc.
DSLnet Communications, LLC
D-Tel, Inc.
DukeNet Communications, LLC
DV2, Inc.
E.Com Technologies, LLC d/b/a Firstmile Technologies, LLC

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

Eagle Communications, Inc. d/b/a Eagle Telco, Inc.
Eagle Telecommunications, Inc.
Easy Telephone Services Company
ElectroNet Intermedia Consulting, Inc.
Electronic Technical Services (E.T.S.)
eMeritus Communications, Inc.
Enhanced Communications Network, Inc. d/b/a Asian American Association
EO Telecom of Florida, LLC
EPICUS, Inc. d/b/a EPICUS
Ernest Communications, Inc.
Esodus Communications, Inc. d/b/a Excelink Communications d/b/a Instatone
EveryCall Communications, Inc.
Excel Telecommunications, Inc.
Express Phone Service, Inc.
EZ Talk Communications, L.L.C.
Fair Financial LLC d/b/a Midstate Telecommunications
Fast Phones, Inc. of Alabama
Fiber Media, LLC
FLATEL, Inc. d/b/a Florida Telephone Company d/b/a Oscatel d/b/a Telephone USA
Florida City-Link Communications, Inc.
Florida Digital Network, Inc. d/b/a FDN Communications
Florida Multi-Media Services, Inc. d/b/a Florida Multi Media
Florida Municipal Power Agency
Florida Phone Service, Inc.
Florida Phone Systems, Inc.
Florida Public Telecommunications Association, Inc.
Florida Telephone Services, LLC
Focal Communications Corporation of Florida
Fort Pierce Utilities Authority d/b/a GigaBand Communications
Foxtel, Inc.
FPL FiberNet, LLC
France Telecom Corporate Solutions L.L.C.
Frontier Communications of America, Inc.
Ganoco, Inc. d/b/a American Dial Tone
Georgia Public Web, Inc.
Georgia Telephone Services, Inc.
Global Connection, Inc of America
Global Crossing Local Services, Inc.
Global Crossing Telemanagement, Inc.
Global Dialtone, Inc. d/b/a Atlantic Phone
Global Metro Networks Florida, LLC
Global NAPS, Inc.
Global Response Corporation

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

Globalcom Inc. d/b/a GCI Globalcom Inc.
Globaltron Communications Corporation
Globcom, Inc.
GoBeam Services, Inc.
Grande Communications Networks, Inc.
Granite Telecommunications, LLC
GTC Telecom, Corp. d/b/a Curbside Communications
Gulf Coast Telecom, Inc.
Harbor Communications, LLC
Hayes E-Government Resources, Inc.
Home Town Telephone, LLC
Hotline, Inc. d/b/a Hotline Telephone Service, Inc.
ICG Telecom Group, Inc.
IDS Telcom LLC
IDT America, Corp. d/b/a IDT
I-Link Communications, Inc.
Image Access Communications, Inc. d/b/a NewPhone
Intellicall Operator Services, Inc. d/b/a ILD
Intelligence Network Online, Inc.
Intelogistics Corp.
Interactive Services Network, Inc. d/b/a ISN Communications
InterCept Communications Technologies, Inc.
Interlink Telephony, Inc.
Intermedia Communications, Inc.
International Exchange Communications, Inc. d/b/a IE Com
International Telcom, Ltd.
International Telnet, Inc.
Intrado Communications Inc.
ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine
ITS Telecommunications Systems, Inc.
Jax Telecom Inc.
Kenarl Inc. d/b/a Lake Wellington Professional Centre
Kernan Associates, Ltd. d/b/a St. Johns Estates
King Communications & Services, Inc.
KingTel, Inc.
Kissimmee Utility Authority
KMC Data LLC
KMC Telecom III LLC
KMC Telecom V, Inc.
Knology of Florida, Inc.
Laser Telecom, LLC
LecStar Telecom, Inc.
Level 3 Communications, LLC

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

LightWave Communications, LLC
Lightyear Communications, Inc.
Lionhart of Miami, Inc. d/b/a Astral Communications
Litestream Technologies, LLC
Local Line America, Inc.
Local Telecom Systems, Inc.
Looking Glass Networks, Inc.
LPGA International Communications, LLC
Madison River Communications, LLC
Max-Tel Communications, Inc. d/b/a Florida's Max-Tel Communications, Inc.
McGraw Communications, Inc.
MCI WorldCom Communications, Inc.
MCI WorldCom Network Services, Inc.
MCImetro Access Transmission Services LLC
McLeodUSA Telecommunications Services, Inc.
Melbourne Venture Group, LLC d/b/a SwiftTel
Mercury Long Distance, Inc.
MET Communications, Inc.
Metric Systems Corporation
Metro Teleconnect Companies, Inc.
Metropolitan Fiber Systems of Florida, Inc.
Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel
Microsun Telecommunications, Inc.
Midwestern Telecommunications, Incorporated
Momentum Telecom, Inc.
Movie, Television & Graphics Corp. d/b/a M.T.G.
Mpower Communications Corp.
Myatel Corporation
MY-TEL INC.
National Telecom & Broadband Services, LLC
Navigator Telecommunications, LLC
Net One International, Inc.
Network International Solutions, Inc.
Network Multi-Family Security Corporation d/b/a Priority Link
Network Operator Services, Inc.
Network PTS, Inc.
Network Telephone Corporation
NetworkIP, L.L.C.
New Access Communications LLC and d/b/a INCOMNET
New Edge Network, Inc. d/b/a New Edge Networks
NewSouth Communications Corp.
Nigerian-American Investment Corporation d/b/a NAIC Telecommunications
nii Communications, Ltd.

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

North American Telecommunications Corporation
North American Telecommunications Corporation d/b/a Southeast Telephone Company
North County Communications Corporation
NOS Communications, Inc. d/b/a International Plus d/b/a O11 Communications d/b/a The Internet Business Association d/b/a I Vantage Network Solutions
Novus Communications, Inc.
NOW Communications, Inc.
NTERA, Inc.
NuStar Communications Corp.
NuVox Communications, Inc.
O1 Communications of Florida, Inc.
O1 Communications of Florida, LLC
Ocius Communications, Inc.
OCMC, Inc. d/b/a One Call Communications, Inc., OPTICOM, 1-800-MAX-SAVE, Advanttel, RegionTel, LiveTel, and SuperTel
Oltronics, Inc.
One Call Communications, Inc. d/b/a Opticom, a Division of One Call Communications, Inc.
OneStar Long Distance, Inc.
OnFiber Carrier Services, Inc.
ONS-Telecom, LLC
Orlando Telephone Company
Oronoco Networks, Inc.
Pacific Centrex Services, Inc.
PaeTec Communications, Inc.
Palm Beach Community College
Phone 1 Smart LLC
Phone Club Corporation
Phone-Link, Inc.
Pilgrim Telephone, Inc.
PNG Telecommunications, Inc. d/b/a PowerNet Global Communications
Preferred Carrier Services, Inc. d/b/a Telefonos Para Todos and d/b/a Phones For All
Premier Telecom, Inc.
Premiere Network Services, Inc.
Primus Telecommunications, Inc.
ProfitLab, Inc.
Progress Telecom, LLC
Protocall Communications, Inc.
Public Telephone Network, Inc.
Quality Telephone Inc.
QuantumShift Communications, Inc.
Quiet River Communications, LLC
Qwest Communications Corporation
Qwest Interprise America, Inc.

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

Qwik.net ALEC, Inc.
RCN Telecom Services, Inc.
Rebound Enterprises, Inc. d/b/a REI Communications
Re-Connection Connection
Reliant Communications, Inc.
ReTel Communications, Inc.
RGT Utilities of Florida, Inc.
Rightlink USA, Inc.
Ring Connection, Inc.
Sago Broadband, LLC
Sail Telecom, Inc.
Saluda Networks Incorporated
Sandhills Telecommunications Group, Inc. d/b/a SanTel Communications
Saturn Telecommunication Services Inc. d/b/a STS
SBA Broadband Services, Inc.
SBC Telecom, Inc.
ServiSense.com, Inc.
Seven Bridges Communications, L.L.C.
Shands Teaching Hospital and Clinics, Inc.
Smart City Networks
Smart City Solutions, LLC
Smart Network Solutions Communications Corp
SNC Communications, LLC
Solution Telecom, Inc
Source One Communications, Inc. d/b/a Quick Connects
Southeastern Services, Inc.
Southern Light, LLC
Southern ReConnect, Inc.
Southern Telcom Network, Inc.
Southern Telecom, Inc. d/b/a Southern Telecom of America, Inc.
Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance
Spectrotel, Inc.
Speedy Reconnect, Inc.
Sprint Communications Company Limited Partnership
Strategic Technologies, Inc.
STS Telecom, LLC
Suntel Metro, Inc.
Sun-Tel USA, Inc.
Super-Tel.Com, Inc.
Supra Telecommunications and Information Systems, Inc.
Symtelco, LLC
Synergy Networks, Inc.

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

T3 Communications, LLC d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone
Talk America Inc.
Talk and Pay, Inc.
Talk Unlimited Now, Inc.
TalkingNets Holdings, LLC
Tallahassee Community College
Tallahassee Memorial Telephone Company
Tallahassee Telephone Exchange, Inc.
TCG South Florida
Tel West Communications, LLC
TelCove Investment, LLC
TelCove of Florida, Inc.
TelCove of Jacksonville, Inc.
Telecom Connection Corp.
TeleConex, Inc. d/b/a TeleConex
TELECUBA, INC.
Teledata Solutions, Inc. d/b/a TDSI, INC.
Telefyne Incorporated
Telepacket, Inc
Telepak Networks, Inc.
Telephone One Inc.
Telephone Systems of Georgia, Inc.
Teligent Services, Inc.
TelQuest Communications, Corp.
Telstar Communications, Inc. d/b/a Telstar Prepaid Services
Telsys, Inc.
Terra Telecommunications Corp.
THC Merger Corp. d/b/a THC Internet Solutions
The Boeing Company
The Gulas Group, L.L.C.
The Other Phone Company, Inc. d/b/a Access One Communications
The Phone Connection, Inc.
The Sunshine State Telephone Company, L.L.P.
The Ultimate Connection, L.C. d/b/a DayStar Communications
Think 12 Corporation d/b/a Hello Depot
Tiburon Telecom, Inc.
Time Warner Telecom of Florida, L.P.
T-Netix, Inc.
TotalCom America Corporation
Touch 1 Communications, Inc.
Trans National Communications International, Inc.
Transparent Technology Services Corporation d/b/a North Palm Beach Telephone Company

APPENDIX E: LIST OF CERTIFICATED CLECS AS OF 05/31/04

Tristar Communications Corp.
U.S. TelePacific Corp. d/b/a TelePacific Communications
Unicom Communications, LLC
United Communications HUB, Inc.
Universal Access, Inc. d/b/a UAI of Florida, Inc.
Universal Beepers Express, Inc. d/b/a Universal Wireless d/b/a Universal Telephone d/b/a Ameri Phone d/b/a Unitel
Universal Telecom, Inc.
University Club Communications, LLC
US LEC of Florida Inc.
US South Communications, Inc.
US Telesis, Inc.
USA Telecom, Inc.
USA Telephone Inc. d/b/a CHOICE ONE Telecom
Utilities Commission, New Smyrna Beach d/b/a Sparks Communications
Utility Board of the City of Key West d/b/a Keys Energy Services
VarTec Telecom, Inc. d/b/a VarTec Telecom, Inc. and Clear Choice Communications
VBNet, Incorporated
Verizon Avenue Corp. d/b/a Verizon Avenue
Verizon Florida Inc.
Verizon Select Services Inc.
VGM International, Inc.
VIVO-FLA, LLC
Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Inc.
Vortex Broadband Communications, Inc.
Vox2 Voice, L.C.
Vycera Communications, Inc.
Wholesale Carrier Services, Inc.
Wilted Local Network, LLC
Winstar Communications, LLC
Wireless One Network Management, L.P.
WS Telecom, Inc. d/b/a eXpeTel Communications
XO Florida, Inc.
Xspedius Management Co. of Jacksonville, LLC
Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications
Yipes Enterprise Services, Inc.
Zone Telecom, Inc.
Z-Tel Communications, Inc.

GLOSSARY

Access Line	A telephone line extending from the telecommunications company's central office to a point of demarcation, usually on the customer's premises. (See also - "Local Loop")
Broadband	A descriptive term for evolving digital technologies offering consumers a single switched facility offering integrated access to voice, high-speed data services, video-demand services, and interactive information delivery services. Broadband is also used to define an analog transmission technique for data or video that provides multiple channels.
Central Office	CO. A telephone company facility housing the switching system and signaling equipment that provides telephone service for customers in the immediate geographical area.
CLEC	Competitive Local Exchange Company. Any company certificated by the Florida Public Service Commission to provide local exchange telecommunications service in the State of Florida on or after July 1, 1995. Pursuant to Law, the term ALEC was changed to CLEC on May 23, 2003.
Circuit	A fully operative two-way communications path.
Collocation	In a collocation arrangement, a competitor leases space at an incumbent local exchange carrier's (ILEC's) premises for its equipment.
Exchange	A central office or group of central offices, together with the subscriber's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town, or village.
InterLATA	Telecommunications services that originate and terminate in different local access and transport areas (LATAs).
Intermodal	The use of more than one form of carrier to transport telecommunication services from origination to termination.
Internet Protocol	Refers to all the standards that keep the Internet running. Describes software that tracks the Internet address of nodes, routes outgoing messages, and recognizes incoming messages.
IntraLATA	Telecommunications services that originate and terminate in the same Local Access and Transport Area.

LATA	Local Access and Transport Areas. Geographic regions which present the post-divestiture service areas of the 22 Bell operating companies (BOCs). All telephone service within a LATA is defined as exchange service, while all telephone service between LATAs is defined as interexchange service. LATAs are loosely based on standard metropolitan statistical areas (SMSAs).
LEC	Local Exchange Company or Carrier, Local exchange telecommunications company. Means any company certificated by the Commission to provide local exchange telecommunications service in this state on or before June 30, 1995.
Local Loop	A circuit connecting telephone equipment to a switching facility or distribution point. (See also - "Access Line")
MSO	Multiple System Operator. A company that operates more than one cable television system.
OSS	Operations Support System. Methods and procedures (mechanized or not) which directly support the daily operation of the telecommunications infrastructure. The average local exchange company has hundreds of OSSs, including automated systems supporting order negotiation, order processing, line assignment, line testing and billing.
Packet Switching	A data transmission method whereby a channel is occupied only for the duration of transmission of "packets" of data. The packet switch sends the different packets from different data sources along the best route available, in no particular order. At the other end, the packets are reassembled to form the original message which is then sent to the receiving computer. Because packets need not be sent in a particular order, and because they can go by any route as long as they reach their destination, packet switching networks can choose the most efficient route and send the most efficient number of packets down that route, before switching to another route to send more packets.
PBX	Private Branch eXchange. A small version of a telephone company's larger central switching office that is owned by the customer.
POTS	Plain Old Telephone Service. The basic service supplying single line telephones, telephone lines and access to the public switched network.
PSTN	Public Switched Telephone Network. The telephone network that provides switching and transmission facilities to the general public.
RBOC	Regional Bell Operating Company. Originally, one of seven regional holding companies which were created in 1984 as part of the breakup of

	databases, OSSs, operator services and directory assistance, and packet or data switching. (Newton)
UNE-L	Unbundled Network Element - Loop.
UNE-P	Unbundled Network Element - Platform. When combined into a complete set in order to provide an end-to-end circuit, the UNEs constitute a UNE-P.
Universal Service	This term describes the financial support mechanisms that constitute a universal fund which helps to compensate telephone companies or other communication entities for providing access to telecommunications services at reasonable and affordable rates throughout the country, including rural, insular, high cost areas, and to public institutions.
VoIP	Voice over Internet Protocol. The technology used to transmit voice conversations over a data network using the Internet Protocol.
Wireline	A term used to describe the technology used by a company to provide telecommunications services; it is synonymous with "landline" or land based technology, which "refers to standard telephone and data communications systems that use in-ground and telephone pole cables in contrast to wireless cellular and satellite services." (Techweb.com)

Sprint
Docket No. 041464-TP
Stipulated Late-filed Deposition Exhibit 4 of James M. Maples

Responses to Questions Raised by FDN Concerning Sprint's LMU Reports

Question(s):

Where on an LMU does it indicate that a service is behind a remote? How is it so indicated? Where on the LMU provided (Maples Depo Exhibit No. 1) does it or should it indicate that the service was behind a remote?

Response: Referencing Maples Depo Exhibit No. 1.

The 10th through the 12th lines of the referenced LMU report read:

"SERVED BY COPPER FACILITIES: YES"
"SERVED BY ELECTRONIC FACILITIES: NO"
"TYPE OF FACILITIES: NONE".

In this example of a LMU report, these three lines are clearly indicating that the subject facility is a copper loop and does not involve electronics. However, in the event the subject facility does involve electronics, these three lines should read as follows:

"SERVED BY COPPER FACILITIES: NO"
"SERVED BY ELECTRONIC FACILITIES: YES"
"TYPE OF FACILITIES: _____". This blank would have been populated with a type of electronics instead of the word NONE". For example: "UMC" is a DLC manufactured by "Telabs".

Note:
All the information appearing on an LMU below the first solid line (see "CLEC Information" and following) on page 2 of "Maples Depo Exhibit No. 1" is actually entered by the CLEC as part of ordering the LMU and as a part of providing Sprint with the necessary information for assignment, billing, etc., to enable Sprint to provision the requested service.

Question(s):

Since the service for the LMU provided (Maples Depo Exhibit No. 1) was served behind a remote, can Sprint explain why the LMU response does not indicate that it

was served behind a remote? Does Sprint validate the accuracy of its LMU responses in any way, and, if so, how?

Response:

Sprint field personnel performed a physical inspection of the facility reported on in the LMU report referenced as "Maples Depo Exhibit No. 1" and verified that the subject facility is a back haul circuit which by-passes a remote. Channel banks are used to back haul this facility. For purposes of completing the LMU; however, this facility should have been reported as being fed by a remote so that the recipient (FDN) could properly interpret what services could and could not be offered using the facility due to limitations associated with the overall length of the circuit. This was a human error in terms of properly interpreting and reporting the information. The individual responsible will receive additional training on how to properly interpret Sprint's records.

Sprint's LMU reports for CLECs are fed by the same records Sprint uses for internal LMU reports along with all other outside plant engineering activities. These records are modified routinely and systematically as engineering jobs are completed. The accuracy of these records is of a primary importance to Sprint; therefore, corrections to Sprint's records are made as errors are encountered. In like manner, additional training is provided to field personal as necessary to insure accurate reporting both internal to Sprint and external to CLECs.

Question:

Please provide a sample LMU which does indicate that a service is behind a remote.

Response:

Please see the attached file entitled "Sample LMU with Electronics" which is an example of an LMU that does report that the facility of interest is served by a remote (electronics). Note that the **9th through the 11th lines** read:

"SERVED BY COPPER FACILITIES: NO"
"SERVED BY ELECTRONIC FACILITIES: YES"
"TYPE OF FACILITIES: UMC"

Note: UMC is a DLC manufactured by "Telabs".

Question:

If FDN receives an LMU that does not indicate a service is located behind a remote, is there any other way FDN could or should go about determining if a service is served behind a remote?

Response:

No. Sprint relies on LMU reports internally to, among other things, accurately depict the presence of electronics (remotes) serving copper loops and CLECs can rely on them as well.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: 8

DESCRIPTION: Sprint Witness Sywenki Deposition Transcript

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 041464-TP EXHIBIT NO 8
COMPANY/ FDN's Exhibit
WITNESS: Peter Sywenki's Deposition
DATE 08-04-05

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 041464-TP

In Re: Petition of Sprint-Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996.

TELEPHONE DEPOSITION OF: PETER SYWENKI

TAKEN AT THE INSTANCE OF: Florida Digital Network

DATE: July 20, 2005

TIME: Commenced at 10:14 a.m.
Concluded at 11:28 a.m.

LOCATION: 2540 Shumard Oak Boulevard
Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL, RPR
Notary Public, State
of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
2894 REMINGTON GREEN LANE
TALLAHASSEE, FLORIDA 32308
(850)878-2221

APPEARANCES:

REPRESENTING SPRINT-FLORIDA, INC.:

SUSAN S. MASTERTON, ESQUIRE
Sprint-Florida, Inc.
P.O. Box 2214
Tallahassee, Florida 32316-2214

REPRESENTING FLORIDA DIGITAL NETWORK, INC.:

MATTHEW FEIL, ESQUIRE
FDN Communications
2301 Lucien Way
Maitland, Florida 32751

REPRESENTING THE FPSC STAFF:

KIRA SCOTT, ESQUIRE
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ALSO PRESENT: CATHERINE BEARD, SHEVIE BROWN, EVERETT BROUSSARD, CHERYL BULECZA-BANKS, DALE BUYS, BOB CASEY, KIWANIS CURRY, JAMES MADURO, RICK MOSES, and RICK WRIGHT.

ALSO PRESENT VIA TELEPHONE: LINDA BENNETT, MIKE MAPLES, and JANETTE LUEHRING.

INDEX

WITNESS	PAGE
PETER SYWENKI	
Direct Examination by Mr. Feil	4
Cross-Examination by Ms. Scott	43
Cross-Examination by Ms. Masterton	47
Redirect Examination by Mr. Feil	48
EXHIBITS	
1 (Late-filed) Sprint's Tandems in Florida	47
CERTIFICATE OF REPORTER	53

STIPULATIONS

The following deposition was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

Thereupon,

PETER SYWENKI

the witness herein, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. FEIL:

Q. Mr. Sywenki, we'll start with you. We'll try to have the deposition last hopefully no more than an hour or so. I have a few questions for you. Some of them pertain to your direct testimony, some to your rebuttal, and some to discovery responses. I'll try to compartmentalize the questions as best I can, but if I bounce from subject matter to subject matter, I apologize. I'll just ask you to bear with me.

If there's a question that I ask you that you don't understand or I'm slurring, please ask me to

repeat myself, and I'll do that, or if you require clarification, please ask my to clarify the question, and I will attempt to do so.

The deposition is being taken pursuant to the notice. It can be used for purposes of discovery and purposes of hearing as permitted by the Commission rules.

Have you ever had your deposition taken before, Mr. Sywenki?

A. Yes. It's been a while, but, yes, one other time.

Q. For clarification of the record here, could you please state your name and title and business address?

A. My name is Peter Sywenki. I spell that last name S-y-w-e-n-k-i. I'm Director of Regulatory Policy for Sprint Corporation. My business address is 6450 Sprint Parkway, Overland Park, Kansas, 66251.

Q. And are you the same Peter Sywenki for whom direct and rebuttal testimony was filed in Florida PSC Docket No. 041464?

Did you hear my question?

A. Yes, and the answer is yes.

Q. Okay. I'm going to try to start with some questions that pertain to your direct testimony, if

you have that in front of you. I'll try to keep the page rustling down to minimum so you can hear me clearly, but I wanted to start on page 3 of your direct testimony.

A. Okay.

Q. There at the top it has Issue No. 38.

During the prehearing conference on Monday, Ms. Masterton mentioned that Sprint does not have a VNXX service. Is that your understanding as well?

A. Yes. And I would just elaborate and say that the type of virtual NXX that's used typically for dial-up Internet service is -- what I would say is that Sprint does not have that type of service.

Q. But does it have no equivalent product to what the CLECs might offer as VNXX?

A. You'll have to clarify what you mean by an equivalent service.

Q. It has no competing service, no service that competes with what the CLECs might offer on a retail basis as VNXX?

A. Again, when I talk about virtual NXX, I talk about it in the context of the dial-up service that allows a retail customer to dial up their Internet service provider using a local call, using a local dialing pattern as opposed to a toll dialing pattern,

and Sprint does not have that type of service.

Q. So when you refer to the VNXX issue in the context of dialing up to a local number rather than to a number homed for a different exchange, are there any other instances that you're aware of where a CLEC might offer a VNXX related service?

A. I assume what you're driving at, you're referring to a foreign exchange service?

Q. Yes.

A. I suppose it's possible that CLECs offer that service, sure.

Q. Does Sprint offer any product that would compete with that CLEC product?

A. Does Sprint offer foreign exchange services?

Q. Yes.

A. Yes, but again, I think they're different than virtual NXX in the context that I'm using here.

Q. Okay. With respect to Issue No. 39, also at the top of page 3 of your direct testimony, are you familiar, Mr. Sywenki, with the comments that Sprint filed with the FCC in the FCC's case for developing a unified intercarrier compensation regime?

A. Yes, I'm familiar with those.

Q. Did you participate in the drafting of those comments?

A. I did participate in the drafting of those.

Q. I'm sorry. You did?

A. Yes, I did.

Q. Okay. I want to read you a statement, and I want you to verify whether or not that statement is, to your knowledge, included in those comments. "The Commission recognized seven years ago that it was unclear whether existing rules required Voice over Internet Protocol, paren, VoIP, close paren, providers to pay access charges, and industry began asking the Commission to resolve this issue six years ago. However, the Commission has yet to address whether or not access charges apply under existing law."

Is that statement something that you believe is contained in Sprint's comments, or would you agree, subject to check, that that statement is contained in Sprint's comments?

A. It's been a while since those comments were filed, but it would not surprise me that that's what it says.

Q. It hasn't been all that long ago. It was May 23rd, but a lot has happened since then, I'm sure.

Continuing on with your direct testimony with regard to the local calling or local traffic definition issue, the discussion of that begins in

your direct on page 4. I want to make sure I understand Sprint's position correctly. Is Sprint saying that the Commission cannot approve an interconnection agreement that has a definition of local traffic other than as tied to the ILEC's retail calling area, or is it Sprint's position that the Commission should not?

A. The first question sounds like a good question for a lawyer, and I'm not an attorney. The second question, since I'm a policy person, I would say it's my position that the Commission should not.

Q. So you have no opinion with respect to whether the Commission can or cannot?

A. Again, I -- no, I guess I don't. But again, I think that's a legal matter.

Q. Okay. Are you familiar with the Commission's prior order in what I'll refer to as the reciprocal compensation docket, also known as Docket No. 000075-TP?

A. Yes, I'm familiar with it. I was not a participant in that docket, but, yes, I'm familiar with that.

Q. Do you have that order available to you?

A. Yes, I do.

Q. Okay. Could you turn to page 49 of that

order, please?

A. Okay. I'm there.

Q. At the bottom of that page, there's a statement, and I'll read it to you. Hopefully you'll be able to find it. It says, "We agree that using either the ILEC's retail local calling area or the LATA as a wholesale local calling area seems to suffer from a lack of competitive neutrality." Do you agree that that Commission finding was not overturned on appeal?

A. I don't know.

Q. You have no opinion on that, whether or not the Supreme Court addressed that finding one way or the other?

A. Not that I'm aware of. But again, I would point out that it says both of them -- at least in their finding, which I don't necessarily agree with, they say both of them are not competitively neutral. And the one that your client is proposing under -- if the case is that this has been upheld, is just as -- had the same finding applied, that it's not competitively neutral.

Q. Nor is what your client is proposing under this finding; is that right?

A. Under this finding. But again, I think my

testimony explains why ours is competitively neutral and yours is not.

Q. But that's your opinion; correct?

A. It's my opinion, backed by, I think, sound reasoning.

Q. Okay. Do you know whether or not, or is it your interpretation of this order, this provision in particular, is it designed to apply to the question of a default rule, or is it designed, in your opinion, or should it have implications beyond the question of a default rule?

A. Clarify what you mean by a default rule.

Q. Well, what was your understanding of what the Commission was asked to do in Docket 000075?

A. It was pretty broad. It hit on a number of issues. But I think in this context, it was trying to decide what should be the appropriate basis for reciprocal compensation, including the scope of traffic that should be covered under 251(B)(5) and whether that should be -- whether it should adopt a rule for general application.

Q. Okay. Is it your understanding that this statement that I've pointed out to you on page 49 --

A. I'm still not finding it on page 49.

Q. Our pagination may be a little bit

different.

A. Yes. I'm not seeing it on 48 or 50 either. Anyway, I'll take your word for it that it's there. I think I've read that sentence.

Q. Okay. But is it your understanding that that sentence is designed to apply to the issue of whether or not the Commission should set a rule?

A. Yes, because I believe this was a rulemaking case, so, yes.

Q. Well, since our pagination seems to be off, let me see if I can refer you to -- perhaps a section would help.

A. Okay.

Q. Section Roman numeral VIII is where the discussion starts.

A. Okay. I'm at VIII.

Q. And the reference I made was to what appears under -- I'm trying to find a subheading. B as in -- excuse me. C as in cat, number 4. C as in cat, 4. And at 4 there's a heading that says "Use of originating carrier's retail local calling area."

A. Okay. That's my page 52.

Q. Okay. Do you find that statement, "We agree that using either"?

A. "We agree that using either the ILEC's

retail local area or the LATA as a wholesale local calling area seems to suffer from a lack of competitive neutrality."

Q. Right. Okay. The very next paragraph that begins with the sentence, "Using," the sentence reads, "Using the ILEC's retail local calling area appears to effectively preclude an ALEC from offering more expansive calling scopes. Although an ALEC may define its retail local calling area as it sees fit, this decision is constrained by the cost of intercarrier compensation."

Again, my question would be, do you know or have an opinion on whether or not that finding was addressed or overturned on appeal?

A. I don't know.

Q. Okay. Next question. Your understanding of FDN's proposal in this case is that FDN is asking for what relative to --

A. It's asking for a definition of local traffic that would include all calls that originate and terminate within a LATA between just FDN and Sprint.

Q. Does it also come with the condition that provided FDN carries its originating traffic at least as far as the access tandem of the called end user?

A. Yes, I believe that is the proposal, that you're linking the issue of interconnection points to the local traffic definition.

Q. Okay. If FDN's proposal in this case was rephrased such that the local calling area would be the originating carrier's local calling area, but for administrative ease, had to be fixed, the originating carrier's calling area had to be fixed during the term of the agreement at a geographic site no greater than the LATA, does Sprint's position change at all?

A. It does not change.

Q. And why not?

A. Because our position is that the jurisdiction of a call and the form of intercarrier compensation is based on the originating and terminating points of the call, that the basis for whether access charges apply, or reciprocal compensation, should be based on Sprint's Commission-approved local calling area.

Q. Okay. Do you have a definition of what a toll call is? Do you have in your mind an accepted definition of what a toll call is?

A. Sure, yes.

Q. Okay. What is that definition?

A. It's a call for which per-minute, usually

per-minute toll charges apply and usually involves a dialing of 1-plus.

Q. Is it your testimony that the issue of whether access charges should apply doesn't pertain to or is not tied to whether or not the call is a toll call, but rather simply the originating and terminating points of the call?

A. That's correct.

Q. When you said that a toll call typically involves per-minute-of-use charges, are there other variations for a toll call, any other types of charges that could apply under your definition? You said it was typically --

A. Yes. I'm thinking.

No. When I think of a toll charge, there's usually a per-minute toll. There's a retail structure of a per-minute charge that applies to the retail customer.

Q. Okay. I want to turn now to your rebuttal testimony quickly, and again, focusing in on the issue of the local calling area.

Let's talk quickly, if we could, about some of the basics regarding Sprint's intrastate access charges. I'll try to do this as quickly as possible, and you can agree or disagree and qualify your answers

as you see fit.

Sprint's intrastate access charges are significantly above cost? Do you agree or disagree?

A. Yes, I agree with that.

Q. Sprint's intrastate access charges are higher than both BellSouth's and Verizon's in the State of Florida?

A. I believe that to be the case, yes.

Q. And Sprint's intrastate access charges for Florida are generally higher than Sprint's intrastate access charges in other states where Sprint is an ILEC?

A. Higher than some and lower than others, yes.

Q. Okay. Is it higher than in most?

A. I don't know. I don't have those numbers in front of me, and I don't -- I can't say it's higher than most.

Q. In your discovery responses, and actually also in the rate rebalancing case that Sprint had before the Florida Commission, Sprint basically stated that the amount of residential or basic rate support that stems from Sprint-Florida's intrastate access charges is in the neighborhood of $142 million a year; is that correct?

A. Yes, I believe that's what we identified.

Q. Okay. Do you know and have you reviewed how much of that total FDN pays?
A. I don't know.
Q. Is it your testimony that you have not even looked?
A. I have not looked.
Q. So if I said it was $200,000, you're not in a position to agree or disagree?
A. I'm not in a position to agree or disagree.
Q. With respect to your testimony in rebuttal starting -- actually, around page 5, you start talking about the rebalancing case. And one question I had there is, is it your testimony that the only way the Commission can address jump-starting competition in Sprint's Florida territory is through rebalancing, or the only way it should jump-start competition in Sprint's Florida territory is with rebalancing?
A. I guess I would answer this similar to the way I answered the question before. I suppose the Florida Commission can do a number of things, but in the specific context of this case, this is the way that the Commission should and has addressed access charge -- subsidies in access charges.
Q. Has Sprint's position on the local calling area issue changed in light of the Supreme Court's

decision upholding the PSC's decision on the rebalancing case?
A. No. And frankly, I think it addresses the concern that FDN has with Sprint's access charges.
Q. All right. Let's talk about that in a little greater detail here. Hold on a second while I try to shuffle some papers.
With respect to the rebalancing case, let me ask you some basics about that. Some of the arguments there that Sprint has made, as I understand the filing, from my review of the filing, is that the Commission should be moving basic retail rates closer to economically efficient pricing. Is that a fair statement?
A. Yes, that's Sprint's policy.
Q. And economically efficient pricing refers to a situation where a product or service is priced above cost. Is that a fair statement?
A. Yes.
Q. Okay. And Sprint's position in the rebalancing case was that the higher the basic rates move for Sprint's retail services, the more attractive the margin would be for CLECs to enter on a competitive basis into Sprint's territory?
A. And specifically to provide services to

customers who only buy basic local residential services. There's a lot of customers that competitors can compete for today, primarily those who are the subsidizers instead of those who are subsidized. So, yes, this should create broader competition. It will create competition for customers who are less likely to be attractive or not at all attractive to new entrants.
Q. Okay. Actually, let me ask you a little backup question here. In terms of carrier of last resort obligations, when you referred to that in your testimony or discovery responses, are we really talking about that subsidy to the basic subscribers?
A. Yes. It's providing basic residential service on a stand-alone basis to anybody who asks who is within our territory.
Q. And the idea behind that is that the Commission should keep those basic rates low and, quote, unquote, affordable for those customers?
A. Yes. Again, that's a public policy issue. Our position is that those obligations are currently being met partly through subsidies that are in access charges.
Q. And the subsidies that you're referring to for those basic rates come some from access charges,

but also from other sources; is that right?
A. Yes. High access charges are probably not the only source of implicit subsidies.
Q. Okay. Is the other thing that's going on in the rebalancing case that Sprint has fewer -- well, I guess I should say the other thing going on here is basic economics. Sprint has fewer units over which to spread its costs; therefore, the per unit price is going to have to go up in order for Sprint to recover its costs?
A. I'm not following that.
Q. Well, Sprint states that the number of basic service access lines in its territory has gone down; is that correct?
A. Primary access lines are decreasing, yes.
Q. Okay. So there are fewer units over which for Sprint to spread its costs; is that right?
A. Fixed costs, that's correct.
Q. Okay. So --
A. Again, I'm not drawing any conclusions. I'm just not -- all I can say is, yes, if you have fewer lines and your fixed costs don't change or are not variable with the number of lines, then, yes, you have fewer lines over which to recover your costs.
Q. And then the per unit cost would have to go

up if those costs remain the same and you're trying to recover them; is that correct?

A. Yes.

Q. Okay.

A. Again, I'm not sure if you're trying to draw that to some --

Q. No. I just want to make sure I understand the basis for Sprint's petition.

A. That's not the basis for our petition. What I just answered was, yes, that's an economic fact.

Q. Okay. Fair enough. As part of its rebalancing petition and case, did Sprint present any sort of margin analysis to the Commission? And by margin analysis, I mean comparison of retail rates with wholesale rates or wholesale --

A. I was not a direct participant in that case, and I don't know.

Q. You don't know?

A. I don't know.

Q. Okay. I want to ask you about one of the documents that I e-mailed last night. And specifically it was labeled as -- hold on a moment. This is labeled as "FDN/KMC Recon Excerpts."

A. I didn't bring that with me, but I think Mike has it. Okay.

Q. The pages are not numbered sequentially. I apologize. I suppose I should have done that. What this document represents is excerpts of a motion for reconsideration that FDN and KMC filed in January of 2003. That's what the first page depicts. The second page is just the first page of the motion itself, and then after that you'll see a cover sheet that says "Exhibit A, Wholesale/Retail Rate Comparison."

A. I see it.

Q. And if you look at the next page, there's a sheet that has at the top "Sprint UNE/Retail Overview Sheet."

A. I see it.

Q. After that heading there's a subheading where it says "Wholesale." If you look at the rates under that "Wholesale" heading, Mr. Sywenki, do those rates look to be a summary of the UNE loop rates that Sprint has requested in this proceeding?

A. I don't know what rates Sprint is requesting in this proceeding, but if these are the -- my understanding is that if these are the same rates that were in the Commission-approved UNE study, then I'll take your word for it.

Q. Okay. Are you familiar with Sprint's retail rates in Florida?

A. A little, yes.

Q. The heading after that, or subheading after that says "Retail."

A. Uh-huh.

Q. And it lists Sprint Centel and Sprint United rate groups and the rates for those rate groups, both residential and business.

A. Uh-huh.

Q. Are those the current rates, or have these rates been updated or changed since January of 2003?

A. I don't know.

Q. So you don't know whether or not or to what extent Sprint's retail rates have changed since January 2003?

A. No, I don't.

Q. Okay. Would you agree, subject to check, that they have changed?

A. Subject to check --

MS. MASTERTON: Matt, if you've got something to show him, but I don't think that's an appropriate question, you know, just to ask him if he -- he already said he doesn't know.

MR. FEIL: All right.

BY MR. FEIL:

Q. Look to the next page, Mr. Sywenki. There's

a page labeled "Exhibit B." That's just a cover page, and then the next page is a page titled "Example Sheet."

A. Okay.

Q. If I understood your earlier answer, you're not familiar enough with Sprint's wholesale or retail rates to verify whether or not these numbers are accurate. Is that a fair statement?

A. That's a fair statement.

Q. All right. Do you know whether or not Mr. Maples is familiar enough with that information to say one way or the other if those numbers are accurate?

A. I don't know if he knows.

Q. Okay. Well, I guess we'll ask him, and we'll find out.

If we could turn back to your direct testimony on page 8, where the discussion begins about point of interconnection.

A. I'm sorry. We're in rebuttal?

Q. I'm sorry. Direct, page 8.

A. Okay.

Q. Starting at line 8 there, it says, "FDN will not agree to Sprint's proposal to maintain one POI per LATA, with a POI at each tandem where FDN terminates

traffic."

Is it really the case that Sprint has asked FDN to maintain one POI per tandem and not per LATA?

A. Only at those tandems where traffic will be terminated. If there's a tandem serving area where you're not terminating traffic or you don't have customers, then you would not need to establish a POI at those tandems.

Q. In a multi-tandem LATA where I have customers at each tandem, is Sprint asking that I establish a POI at each tandem?

A. That's what we had proposed in negotiations, yes.

Q. So in that context, Sprint is really asking us to establish one POI per tandem and not per LATA; is that right?

A. In the circumstances you described, that's correct.

Q. Okay. I refer you back to the PSC's recip comp order. And I'm sorry, our pagination is off, so I'll try to refer you to the -- it's on my page 24, so I'm guessing that on your document it's several pages after that. It's at the end of Roman numeral section IV.

A. Okay. Right above Roman numeral V?

Q. Yes. There should be a subheading above Roman numeral V that says "Conclusion."

A. I'm seeing -- Roman numeral V has a title that says "Conditions for assignment of numbers and compensation."

Q. Right. And if you look above that --

A. Okay. I'm there. It's my page 25.

Q. Okay. There is a subheading for conclusion which is at the end of Roman numeral section IV. I wanted to ask you about the first full paragraph. There's a statement at the end that begins, "We find persuasive."

A. Yes, I see that.

Q. And then later on in that sentence, it says, "We find that ALECs have the exclusive right to unilaterally designate single POIs for the mutual exchange of telecommunications traffic at any technically feasible location on an incumbent's network within a LATA."

Would you agree that this is a statement of the basic state of the law with respect to establishing points of interconnection for CLECs and ILECs?

A. I would say that's what the Commission found in this order, yes. But I want to be clear. Again,

what we proposed we think is an efficient form of interconnection.

Q. Is there anything in this order that would require FDN to accept that, accept Sprint's proposal?

A. Anything in this order?

Q. Yes.

A. I haven't read the rest of the order, but I would point out that there's a number of other things that Sprint provides that's not provided by other ILECs in this regard. For example, Sprint also agrees to share the cost of the interconnection facility between FDN's network and Sprint's network, so that we are both sharing the cost responsibility to get traffic to and from those POIs.

Q. Have you reviewed FDN's interconnection agreements with other carriers to determine whether or not FDN has arrangements like that with the other carriers?

A. I have not. I have not reviewed those, but I'm familiar with other ILEC practices.

Q. Do you agree that the order does not require a CLEC to bear the cost of transporting ILEC originating traffic to the point of interconnection and vice versa?

A. In this order?

Q. Yes.

A. I'll take your word for it. I have not seen that in the order, but maybe you can point it out to me.

Q. Well, have you reviewed the order before the deposition?

A. I have. I reviewed the order, but I don't remember that section.

Q. Okay. Well, I'm not going to harangue you about it.

At the end of the paragraph that we were just reading, there's a sentence that begins, "Nothing in this order should be construed as an infringement on the ALEC's ability to negotiate this prerogative in exchange for other considerations."

Do you agree that that indicates that if an ALEC wants to offer other concessions in exchange for a different arrangement relative to POIs, then the ALECs are encouraged to do so?

A. I think that's what that says.

Q. Okay. In your rebuttal testimony -- I'm flipping from your direct to your rebuttal, page 7. Let me see if I can give you a specific line reference. Line 19, rebuttal, page 7, line 19.

A. Okay.

29

Q. The sentence begins, "Second, BellSouth's local calling scopes are larger than Sprint's." Do you mean that in the sense of their geographic size, or on what did you base that statement?

A. It was really based not on the geographic scope, but the number of customers who can be reached as a local call.

Q. So you have not reviewed the comparative geographic size of the BellSouth calling areas to the Sprint calling areas; is that right?

A. I should have been clear in here that I was talking about number of customers that can be reached with a local call as opposed to geographic size. That's what I meant by local calling scope.

Q. Okay. Thank you.

If you have it in front of you, if you could refer to Sprint's responses to staff interrogatories and document requests, first set.

A. I have it.

Q. I wanted to ask you a question about -- do you have it in front of you, sir?

A. I do.

Q. I wanted to ask you about your response to staff's question number 1, but before I get to that, are you familiar at all with Sprint's IXC operations?

30

A. Somewhat.

Q. Okay. Do you believe that -- let me rephrase that. Does Sprint pay to CLECs a uniform intrastate termination charge for traffic Sprint the IXC terminates to CLECs in Florida?

A. I don't know. And I want to just make sure I understand. Uniform to all CLECs? Do all the CLECs in Florida charge the same rate? Is that you're asking?

Q. Yes.

A. I shouldn't have even asked for a clarification, because the answer is I don't know. I don't know.

Q. Okay. Turning to -- and I'm sorry, the pages aren't numbered, so I hope we have the same pagination. Let me see if I can refer you to a heading. In your response to number 1, there's a heading that states, "How defining local traffic as all traffic exchanged." Do you see that?

A. Yes.

Q. In the third full paragraph, there's a sentence that begins, "In addition."

A. Uh-huh.

Q. You state there in that paragraph in the second sentence that FDN would have a lower cost of

31

terminating intraLATA long distance traffic to Sprint than other carriers have, and then you say, "There is no restriction on FDN being a carrier's carrier." If FDN were to stipulate that FDN would agree that the arrangement it proposes for the definition of local traffic only pertains to traffic originated over FDN dial tone, would Sprint's position change?

A. No, because that's just one -- I mean, that is one of our concerns, but it's only one.

Q. Okay. Let's talk about some of the other concerns here. "Second, other carriers could MFN the FDN/Sprint agreement." By MFN, do you mean adopt the agreement pursuant to the Telecom Act?

A. Yes.

Q. I'm sorry. Did you answer the question?

A. I did. I said yes, that's what I mean by MFN. Other carriers could adopt the FDN/Sprint agreement.

Q. I'm sorry. I didn't hear you. I apologize.

Is it your understanding that if a carrier adopted the FDN/Sprint agreement pursuant to the Telecom Act, it would have to adopt the entire agreement?

A. That's my understanding, yes.

Q. Okay. Could an IXC adopt the FDN/Sprint

32

agreement?

A. Yes.

Q. Could it adopt it if it was not also a CLEC?

A. There's probably provisions that it wouldn't use, but I don't know that there's anything that would stop it from adopting it and using only that section.

Q. Would it also have to fulfill all the other obligations under the agreement?

A. Yes, if there's other obligations in the agreement. Again, without the specifics of what those obligations are, I'm not sure that it would matter. In other words, an IXC could just adopt the agreement, and the only portion of the agreement that they would invoke is that section. If what you're saying is are there other obligations we could impose on them, would we be permitted to impose those, yes, the whole agreement would apply.

Q. And that would include the obligation to have local interconnection trunks for the mutual exchange of traffic; right?

I'm sorry. Did you answer that?

A. Well, I really don't want to go too far here, but if they don't have any local traffic to exchange, I don't think we would make them order local interconnection trunks.

Q. Well, if by definition local traffic is supposed to be exchanged over local interconnection trunks, and the local calling area under FDN's proposal would be --

A. Okay. I get your point. Yes, they would have to have local interconnection trunks. So they could invoke this and put what used to be access traffic over local interconnection trunks and reduce Sprint's access revenue.

Q. Let me ask you a question relative to your view about discrimination. Is Sprint's view on discrimination that if one carrier is treated in any way differently than another carrier that that's discriminatory, or are there other factors that should be taken into consideration?

A. With respect to intercarrier compensation, it's Sprint's position that all carriers should be treated the same in terms of how the traffic is defined as recip comp or access. We shouldn't vary the definition of local traffic on a carrier-by-carrier basis.

Q. Do you know whether Sprint the IXC has attempted to obtain for itself different termination rates from CLECs than what the CLECs may have tariffed?

A. I don't know.

Q. Do you think that Sprint the IXC is incented to do that?

A. Yes. I think all carriers are incented to try to get a better deal than others.

Q. Do you think that to the extent that one carrier does and another carrier doesn't that the carrier who does has a competitive advantage?

A. Yes. And again, I think -- yes, if you get a better rate than somebody else, yes, you're going to have a competitive advantage.

Q. Are you aware of what termination rate Sprint is paying FDN for intrastate access?

A. I don't know.

Q. Are you aware of whether or not Sprint is paying FDN for intrastate access a rate lesser or greater than FDN's tariffed rate?

A. I don't know.

Q. Getting back to that paragraph, Mr. Sywenki, you had first, second, and then there's a third, more difficult to identify physical origination points for calls, and therefore appropriate jurisdiction for compensation. In the past, has Sprint had any controversies with FDN regarding identification of origination points of calls?

A. I don't know.

Q. Okay. If you could turn the page, there's a heading -- actually, I think this is an answer to staff's interrogatory number 2 -- excuse me, number 3, and there's a heading that says "COLR Revenue at Risk."

A. I'm there.

Q. Okay. In the second full paragraph, there's a statement there that begins, and I think it's the fourth sentence, "They are increasingly subject to regulatory arbitrage, e.g, carriers misclassifying traffic."

A. Yes.

Q. Do you know whether or not FDN has ever misclassified traffic in its relationship with Sprint?

A. I don't know.

Q. Is there a penalty or a statutory or legal protection that Sprint would invoke if somebody did misclassify traffic?

A. Yes, there's avenues that Sprint could pursue, costly, litigious avenues.

Q. Is Sprint pursuing that in Florida that you're aware of?

A. I'm aware of a case, not with FDN, that's going on with KMC.

Q. Okay.

A. My only point here was that we're seeing more and more incentive and opportunity arising, and that is our concern, and that's why we think you need to have the same definition of local traffic apply to all carriers, and that should apply to all forms of traffic.

Q. Wouldn't Sprint monitoring any balance or imbalance of traffic over time also permit Sprint to identify situations where there has been a misclassification of traffic?

A. Are you asking me is it better to catch it on the back end or police it on the front end, have things on the front end to prevent it? We would prefer to prevent it on the front end.

Q. But you have the ability to catch it on the back end, do you not?

A. Again, very costly, and we don't think that's an optimal way to do that.

Q. But you have the personnel in place and the systems in place to --

A. Not necessarily.

Q. Well, you caught KMC, didn't you?

A. Well, yes. But again, we had to do special -- I don't want to get into all it has taken,

but I can tell you that it's not optimal. We would prefer to set up a system where you don't have to police and monitor and catch and litigate.

Q. Well, you had that arrangement in place with KMC, yet it happened anyway; is that right?

A. So are you saying it's impossible to set up a system where it can't be prevented?

Q. No. What I'm asking is, KMC and Sprint had an interconnection arrangement whereby Sprint --

A. Yes, KMC signed an interconnection agreement that we thought wouldn't allow them to misclassify traffic, and they went ahead and did it anyway. If that's what you're saying and you think that's -- I'm not sure where you're headed with that.

Q. If you have an agreement in place up front, it's still not going to stop people from doing wrong, in Sprint's view, if that's what they're going to do anyway?

A. No, but we would hope that having that in place would be a deterrent, and we would hope that all parties to the agreement would do their best to comply.

Q. With respect to the relationship of local exchange carriers, I want to make a statement and see if you agree or disagree. Interconnected local

exchange carriers perform reciprocal and equivalent termination services for one another. Do you agree or disagree?

A. Is there a point to that, or are you just making that statement?

Q. I'm asking if you agree or disagree with that statement. Do interconnected local exchange carriers perform reciprocal and equivalent termination services for one another?

A. It's not always equivalent. What do you mean by equivalent?

Q. Well, let's cross out equivalent, and let's just say reciprocal. Interconnected local exchange carriers perform reciprocal termination services for one another. Agree or disagree?

A. If my customers call your customers and your customers call my customers, yes, we are performing reciprocal services for each other.

Q. Do you agree or disagree with the following statement: A long distance carrier does not perform reciprocal termination services for a local carrier?

I'm sorry. Did you answer that?

A. I'm thinking.

In a sense they do. We hand off calls from our customers that are also their customers. We hand

those off, and they make sure they get to the termination point, so in a sense.

Q. But the long distance carrier is not in that sense terminating a call; is that right?

A. Well, they're delivering it. They're getting it to the termination point and paying for termination, so in an sense, yes, they are performing a service.

Q. Is that in the same sense in which Obi Wan told Luke that his father was dead?

I'll withdraw that question.

A. No. Well, you're asking do we hand off calls to interexchange carriers and do they get them to their destination and pay -- however they do it. They may not deliver it themselves, but they pay for the delivery. They make sure it gets to its destination, yes, just like when they hand off calls to us and we get it to its destination.

Q. So the long distance carrier terminates calls as does a local exchange carrier?

A. Yes, I believe there's a reciprocal service. Now, is the compensation structure the same? No.

Q. Is the network structure the same?

A. No.

Q. All right.

A. In other words, do they own everything from when we hand it off to them to the end? Maybe, but maybe not.

Q. If you look to -- I keep looking for the pagination, but it's not there. Response to staff interrogatory number 7.

A. Okay. I'm there.

Q. In the first full paragraph, in the sentence beginning, "That would require a separate tariff filing and be subject to regulatory approval," you're talking about Sprint's local calling areas?

A. Yes, I see that sentence. Yes.

Q. Is there anything that prevents Sprint from changing its local calling areas now other than making a tariff filing?

A. And gaining regulatory approval?

Q. Yes.

A. I don't think so.

Q. Okay. Do your interconnection agreements with competitive carriers say that Sprint's retail local calling area is fixed for the entire duration of the agreement?

A. No. But just to be clear here, we had to go through the Supreme Court to get a local rate increase, so I think you're dismissing -- you're

making it sound like it's easy.

Q. Well, you just said that you didn't know whether or not Sprint's retail rates have changed, so you don't even know if they went up or down anyway; isn't that correct?

A. The question was -- yes, that's correct. I don't know if they went up or down. And that hasn't happened yet. I'm talking about the rebalancing case that had to go to the Supreme Court. And what I'm saying is, it sounds like what you're implying is that it's easy to just go get a rate increase.

Q. I'm not asking about a rate increase. I'm asking about expanding your local calling area. Is there anything other than a tariff filing that Sprint has to do to change its retail local calling area boundaries?

A. Okay. The answer to that is no.

Q. And does the interconnection agreement that Sprint has with its competitive carriers, as far as you know, say that the local calling area of Sprint is fixed in time for the duration of the agreement?

A. No.

Q. Have there been any local calling area changes in Sprint's Florida territory over the last five years that you know of?

A. I think there may have been. I'm not familiar with the specifics, but I recall one of our Florida people saying that there may have been.

Q. Okay. What about in the last three years? Same answer?

A. It's possible, yes. I'm not sure when it happened.

Q. Okay. Let me see if there are any other questions on your share of the responses here.

Actually, I think we're reaching the end, Mr. Sywenki. Hold on. Let me double-check. Can you give me one moment, please? I may be finished.

In your rebuttal testimony, Mr. Sywenki, you talk about some line losses that Sprint has incurred. That's on page 3 of your rebuttal. I don't want to talk about the confidential numbers there, but I did want to ask you a question or two about that. Have you performed any sort of analysis as to how many of the residential lines that Sprint claims to have lost stem from customers eliminating second lines used for dial-up services?

A. This includes all line losses, I believe, including both primary and secondary lines.

Q. Okay. So you're saying that there is an analysis that differentiates between primary and secondary lines?

A. Yes.

Q. But you have not differentiated that here in your testimony?

A. I could, but the point is we're losing both kinds.

Q. Have you performed an analysis to determine how many of those customers eliminating secondary lines have done so because they're purchasing DSL services from Sprint?

A. I have not done that. I haven't seen how many are dropping them because they have a wireless substitute or are dropping them because they have other substitutes.

MR. FEIL: All right. I think that's all I have. Kira, I don't know if you have any questions or, Susan, if you have any.

MS. SCOTT: Yes, Matt, this is Kira. I do have a couple of questions for Mr. Sywenki.

MR. FEIL: Okay. Go ahead. I'm finished for now.

CROSS-EXAMINATION

BY MS. SCOTT:

Q. Good morning, Mr. Sywenki. How are you?

A. Good morning. I'm fine, thanks.

Q. My name is Kira Scott. I'm an attorney with the Florida Public Service Commission.

My first question is regarding toll calls. You had stated in your response to Mr. Feil that toll calls are based on only a per-minute basis. Is this correct?

A. Typically I believe that's a distinguishing factor of a toll call, that there's long distance charges, and they're often per minute.

Q. Would you classify ECS calls as toll calls?

A. ECS, is that an expanded area service, expanded calling scope? Is that what -- I'm not familiar with what ECS is.

Q. I believe that's what it stands for. Extended calling service.

A. I assume this is a retail offering by Sprint in Florida. I'm not real familiar with it. I don't know if I would classify it as toll. I'm not sure how I would classify it.

Q. Okay. Thank you. My next question is regarding POIs. Why does Sprint believe it is necessary to require FDN to maintain one POI at each tandem where FDN terminates traffic?

A. A couple of reasons. One is, we think it's more efficient because it keeps -- it allows us to

avoid having to switch the call at each tandem, so it avoids tying up trunk ports.

We also think it's just reasonable that if you have service in that area, they ought to be interconnecting at the tandem, because the tandem is a natural aggregation point. You know, we bring all of our traffic from all of our end offices to the tandem and aggregate that traffic up to that point, and we believe it's reasonable, or it's a natural interconnection point for carriers to interconnect at.

Q. Okay. Give me a moment, please. I'll be back on in just a second.

Mr. Sywenki, I'm back. I have a follow-up question. Can Sprint switch FDN's traffic if FDN only has one POI in a LATA?

A. Can Sprint switch FDN's traffic -- you mean traffic originated by FDN customers?

Q. Yes.

A. To us if they have one POI?

Q. Yes, in a LATA.

A. In a LATA. I'm assuming you're asking about a multiple tandem LATA.

Q. Yes.

A. As long as there's transport between the two tandems. If there is a conductivity between the two

tandems, the answer is yes, it's technically feasible, but it's more costly. It requires Sprint to take on additional costs.

Q. Are all of the tandems in a LATA interconnected?

A. I don't know that they always are.

Q. Do you know in Florida if that's the case?

A. Not off the top, but that's certainly something we can find.

MS. SCOTT: Okay. Staff would like to ask that Sprint file a late-filed response to that question.

MS. MASTERTON: Kira, can you just for my benefit tell me exactly what it is that you want?

MS. SCOTT: The question was whether or not in Florida the tandems are all interconnected in a LATA.

MS. MASTERTON: Okay. So you want a response to the question of whether or not in Florida Sprint's tandems are all interconnected within a LATA?

MS. SCOTT: Yes, ma'am.

MS. MASTERTON: Okay. I just wanted to make sure we answer the right question. Thanks.

MS. SCOTT: For the record, this late-filed

exhibit will be titled "Sprint's Tandems in Florida," Late-filed Deposition Exhibit Number 1.

(Late-filed Deposition Exhibit Number 1 identified.)

MS. SCOTT: That's all I have.

MS. MASTERTON: Okay. I just have one redirect. Is it time for that?

MR. FEIL: Sure.

CROSS-EXAMINATION

BY MS. MASTERTON:

Q. Mr. Sywenki, Mr. Feil asked you some questions about the rate rebalancing decision. Do you remember that?

A. Yes.

Q. Could you explain what effect you believe the rebalancing decision has on the appropriate definition of the local calling area for intercarrier compensation purposes?

A. Yes. The impact is that it will bring the current intrastate access rates, which apply to both intrastate interLATA traffic and intrastate intraLATA long distance traffic, it will bring those rates much closer to the rates for reciprocal compensation that would be paid for local traffic. In fact, over -- I believe it's over a two-year period, they will be

reduced to the same level as interstate rates, which is over a five-cent reduction over that two-year period. So, in essence, the concern that FDN has with high intrastate access rates will be mitigated significantly very quickly.

MS. MASTERTON: Okay. That's all I have.

MR. FEIL: If you'll hold on a moment, I'll see if I have any redirect.

REDIRECT EXAMINATION

BY MR. FEIL:

Q. Mr. Sywenki, one question. If you believe that FDN's concerns would be mitigated by the rebalancing as the rebalancing is implemented over time, then why do you oppose FDN's proposal?

A. Again, I stated a number of reasons, one of which was the access erosion issue. Another one is having to have a different system of compensation with just one carrier.

Q. But you just said that our concerns would be mitigated. Aren't those concerns also mitigated?

A. No. Again, what we're doing is, we're all carriers, and we're going to have -- today we have the same traffic definition. The same definition of local traffic applies to IXCs and CLECs and ILECs alike, and what the rebalancing will do is keep that in place, so

we'll have one system of intercarrier compensation for all wireline carriers, and that will be true with rebalancing. What FDN is proposing is that we have a different system for FDN, which raises operational and billing system issues as well.

Q. What operational and billing systems?

A. For calls between FDN and Sprint, they would be rated and handled a different way than the exact same calls between other carriers and Sprint, so we would have to be able to identify a different local calling scope for just FDN.

Q. Did you not testify earlier that Sprint the IXC probably pays CLECs at different rates for termination, and wouldn't that also require different billing systems to track?

A. For Sprint the IXC?

Q. Yes.

A. Sprint the IXC isn't sending bills.

Q. It's paying bills and tracking traffic, is it not?

A. Again, you know, I'm talking about the implication for Sprint's ILEC as it interacts with all other carriers.

Q. Do you have any reason to dispute FDN's allegation or assertion that what FDN pays Sprint for

intrastate access is an insignificant portion of the 142 million carrier of last resort obligation subsidy that you mentioned before?

A. Again, I don't know what FDN pays, but I laid out reasons for why we're still concerned about that, and those are, again, different treatment means different operational and billing system costs. That's one thing.

Secondly, again, we don't know what your forecasted minutes are. Maybe in the past it has been low, but there's nothing that we see precluding you from being a carrier's carrier or from other carriers MFNing this.

Our position is that the Commission, the Florida Commission is correctly addressing the intrastate access charges and is doing it in a way that's comprehensive as opposed to carrier by carrier.

Q. And you said that the Commission's doing so would minimize FDN's concerns, but you can't quantify what FDN is paying now? You don't even know --

A. Well, your concern is that intrastate access rates are higher for Sprint than it is for other carriers. Maybe I'm not capturing all of your concerns, but that seems to be the root of your concerns. And that's being taken care of, and it's

being done in an appropriate way as opposed to one carrier at a time. That's our position.

MR. FEIL: All right. I don't have anything further.

Susan, did you want to read and sign or waive reading and signing?

MS. MASTERTON: Definitely read and sign. We don't want to waive it.

MR. FEIL: Well, I guess when we finish with Mr. Maples, we'll talk with Mary about when she could have the transcripts ready.

Kira, did you have a date certain by which you wanted the late-filed exhibit?

MS. SCOTT: I would say by Monday.

MS. MASTERTON: Monday would be fine.

MS. SCOTT: Okay. Thank you.

MS. MASTERTON: Kira, if for any reason we find out it's going to be a little bit more difficult to get the answer to that question, I'll let you know.

MS. SCOTT: Okay. Thanks.

MR. FEIL: And to the degree that Mr. Sywenki makes any changes to his testimony in reading and signing that I consider substantive, I reserve the right to reopen the deposition as

necessary.

MS. MASTERTON: Yes. My understanding is that we'll do this like we always do. There will be an errata sheet for him to fill out with any changes.

MR. FEIL: Right.

(Deposition concluded at 11:28 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA:
COUNTY OF LEON:

I, MARY ALLEN NEEL, Registered Professional Reporter, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter translated under my supervision; and that the foregoing pages numbered 1 through 52 are a true and correct record of the aforesaid proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor relative or employee of such attorney or counsel, or financially interested in the foregoing action.

DATED THIS 22nd day of July, 2005.

MARY ALLEN NEEL, RPR
2894-A Remington Green Lane
Tallahassee, Florida 32308
(850) 878-2221

ERRATA SHEET

I have read the transcript of my deposition, pages 1 through 53, and hereby subscribe to same, including any corrections and/or amendments listed below.

7/25/05
Date

PETER SYWENKI

Page	Line	Correction or Amendment	Reason for Change
45	25	"conductivity" should be "connectivity"	typo
47	25	"two-year" should be "three-year"	correct term
48	2	"two-year" should be "three-year"	correct term

ERRATA SHEET

I have read the transcript of my deposition, pages 1 through 53, and hereby subscribe to same, including any corrections and/or amendments listed below.

7/25/05
Date

PETER SYWENKI

Page	Line	Correction or Amendment	Reason for Change
45	25	"conductivity" should be "connectivity"	type
47	25	"two-year" should be "three-year"	correct term
48	2	"two-year" should be "three-year"	correct term

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: 9

DESCRIPTION: Sprint Witness Sywenki Deposition Exhibit

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO 9
COMPANY/ FDN'S Exhibit
WITNESS: Late filed Exhibit to P. Sywenki's Deposition
DATE: 08-04-05

Sprint
Docket No. 041464-TP
Late-filed Deposition Exhibit No. 1 of Pete Sywenki

Sprint's Tandems in Florida

See attached document.



SPRINT-FLORIDA MULTI-TANDEM LATAS

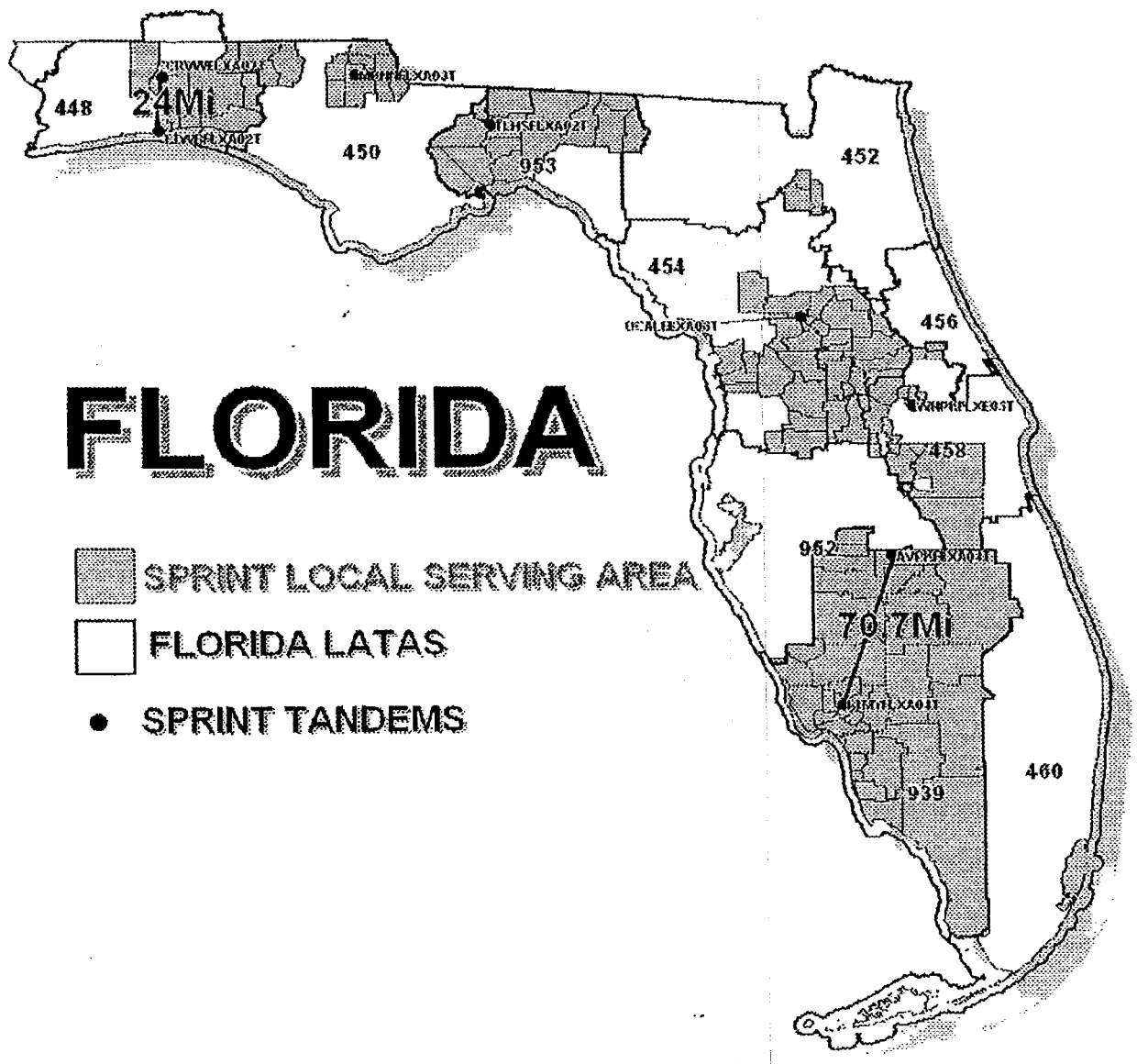
RESPONSE TO STAFF INQUIRY

Sprint

Multi-Tandem LATAs

- LATAs with multiple Sprint access tandems
  (see map on page 3):
  - LATA 448: Ft. Walton Beach and Crestview
  - LATA 939: Ft. Myers and Avon Park

  (Note: Sprint-Florida also maintains many separate Local tandems. However, Sprint has not requested that FDN establish trunking to these additional tandems.)
- While the access tandems are physically connected in each LATA, Sprint network personnel have confirmed that these trunk groups are typically used to route Sprint toll traffic and prefer carriers to establish trunks to each access tandem to exchange local traffic with Sprint.
- It is logical and efficient to establish trunks to each tandem to avoid transporting traffic long distances between the two access tandems :
  - Ft. Walton Beach to Crestview: 24 airline miles / 42 route miles
  - Ft. Meyers to Avon Park: 71 airline miles / 111 route miles
- Requiring FDN to establish trunks to each tandem avoids inefficient use of network resources.


FLORIDA
SPRINT LOCAL SERVING AREA
FLORIDA LATAS
SPRINT TANDEMS
448
24MI
450
953
452
454
456
458
952
70.7MI
939
460

Sprint

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: 10

DESCRIPTION: Sprint Witness Givner Deposition Transcript

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO 10
COMPANY/ FDN's Exhibit
WITNESS: Deposition of Steven Givner
DATE: 08-04-05

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 041464-TP

In Re: Petition of Sprint-Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996.
_____/

TELEPHONE DEPOSITION OF: STEVEN GIVNER

TAKEN AT THE INSTANCE OF: Florida Digital Network

DATE: July 25, 2005

TIME: Commenced at 9:58 a.m.
Concluded at 10:54 a.m.

LOCATION: 2540 Shumard Oak Boulevard
Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL, RPR
Notary Public, State
of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
2894 REMINGTON GREEN LANE
TALLAHASSEE, FLORIDA 32308
(850)878-2221

INDEX

WITNESS PAGE

STEVEN GIVNER
Direct Examination by Mr. Feil 4
CERTIFICATE OF REPORTER 37

APPEARANCES:

REPRESENTING SPRINT-FLORIDA, INC.:

SUSAN S. MASTERTON, ESQUIRE
Sprint-Florida, Inc.
P.O. Box 2214
Tallahassee, Florida 32316-2214

REPRESENTING FLORIDA DIGITAL NETWORK, INC.:

MATTHEW FEIL, ESQUIRE
FDN Communications
2301 Lucien Way
Maitland, Florida 32751

REPRESENTING THE FPSC STAFF:

JEREMY SUSAC, ESQUIRE
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ALSO PRESENT VIA TELEPHONE: LINDA BENNETT

STIPULATIONS

The following deposition was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

Thereupon,

STEVEN GIVNER

the witness herein, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. FEIL:

Q. Mr. Givner, could you please state your name, occupation, and business address for the record?

A. Steve Givner. I'm employed with Sprint as a project manager. My business address is 6450 Sprint Parkway, Overland Park, Kansas, 66251.

Q. And you are the same Stephen D. Givner for whom prefiled direct testimony was filed in the FDN/Sprint arbitration case?

A. Yes.

Q. Do you have any changes or corrections to

5

that testimony?
A. Not as of now.
Q. Okay. FDN noticed this deposition for purposes of discovery and any other purposes permitted by the Rules of Civil Procedure. I have a few questions for you based on your direct testimony. I don't believe I have any questions for you based on any discovery responses you may have answered. And am I correct that you did not file rebuttal in this case?
A. I did not.
Q. Okay. Let's start by turning to page 3, lines 2 through 7 of your testimony.
A. Okay.
Q. I want to understand the basis for Sprint's request for a retroactive application of the UNE rates in this proceeding. Is there some specific language in the Telecom Act that Sprint is relying on?
A. In the Telecom Act, you know, I don't have a cite to that language in front of me. I can tell you in general, you know, we believe that the Commission order directs that these rates should have been implemented, that the parties should have worked to get them implemented, and Sprint made efforts to get them implemented by requesting that FDN negotiate amendments to the agreement, and that FDN has refused

6

to consider implementing those rates, and that because of that, we should be entitled to recover our losses from FDN's unreasonably not agreeing to those rates.
Q. So the basis on which Sprint is requesting retroactive application is the order the Commission issued in the generic docket?
A. Well, I don't know that I can give Sprint's official position on that, in that there aren't -- in that the Act itself doesn't make that a legitimate request. I'm just speaking, you know, based on my knowledge and involvement in the matter.
Q. Is there some specific provision of the order in the generic proceeding that you can point to that permits retroactive application of the rates?
A. I don't have the order in front of me to point to a direct cite within the order.
Q. All right. Let me ask this question another way. Are you aware of any specific provision in the Telecom Act that permits Sprint to or authorizes Sprint to seek retroactive application of the rates?
A. As I'm sitting here right now, I'm not aware of a specific --
Q. Same question, but with regard to -- instead of Telecom Act, insert "FCC rules." Is there any specific language in the FCC rules that you're aware

7

of that would permit Sprint to or the Commission to authorize retroactive application of the rates?
A. I couldn't give you a citation.
Q. Same question as to the Florida Statutes. Is there any provision of the Florida Statutes which authorizes Sprint to seek or the Commission to approve retroactive application of the rates?
A. I could not give you a citation.
Q. Are you aware of any FPSC precedent that would authorize retroactive application of the rates?
A. I don't know that one doesn't exist, but I personally could not give you a citation.
Q. Are you Sprint's only witness on the issue of whether or not the rates should have been applied retroactively, Mr. Givner?
A. Am I Sprint's only witness?
Q. Yes, on the question of whether or not the rates should be applied retroactively.
A. Well, we had three people file testimony, and I guess my testimony might have spoken to that issue more so than the others.
Q. Is there a provision in somebody else's testimony that you would like to direct me to which supports or advocates the retroactive application of the UNE rates?

8

A. I'm not aware of it right now.
Q. Okay. Is there some provision of an agreement between FDN and Sprint which authorizes retroactive application of the rates?
A. I don't have the language of our -- I'm calling it the current agreement, although it has expired. I don't know if that language specifically allows Sprint to charge rates upon a Commission order. The Commission order itself would -- we made our best efforts to follow the Commission's order in order to implement those rates, but feel that FDN would not act reasonably in implementing those.
Q. So you're not aware of any provision in any agreements between FDN and Sprint which authorize retroactive application?
A. Our current interconnection agreement, I don't have it in front of me, but I believe that that would allow us to charge the rates upon a Commission order. I don't have it in front of me, but that's my recollection of it.
Q. If you're saying it would upon a Commission order, is it your belief that the Commission order would have to authorize it then?
A. The Commission order -- it's my understanding that the Commission order wouldn't

necessarily have to authorize it.
Q. Wouldn't necessarily have to authorize it. So is there an independent basis in the agreement?
A. Well, my understanding would be that the order would likely supersede an interconnection agreement, so we would follow the order.
Q. All right. On page 3 again, lines 10 through 17, is it fair to say that as of or after July 29th, it was clear to Sprint that FDN did not intend on signing an amendment for the generic docket UNE rates?
A. After July 29th, 2003?
Q. You state July 29th on line 15. Is that July --
A. Repeat the question, please.
Q. Is it fair to say that after July 29, 2003, that it was clear to Sprint that FDN did not intend to sign an amendment for the generic docket UNE rates?
A. I wasn't personally involved in this matter on that date, but my understanding is that at least on July 29th, and probably before that, FDN had made it clear that it would not implement those rates either through an amendment, a new agreement, or any other method.
Q. You mention on line 16 dispute resolution.

What does that dispute resolution entail?
A. The dispute resolution mentioned there would refer to the dispute resolution provision in the -- again, I say current interconnection agreement, but I refer to the interconnection agreement that -- the most recent, I should say, the one that I believe expired in December of '03 has provisions for dispute -- it had dispute resolution provisions that the parties would work -- I don't have that language in front me, but I believe the gist of it is that the parties would work together for a certain amount of days prior to filing for arbitration.
Q. Prior to filing for arbitration?
A. That's my recollection of it. I don't have that agreement in front of me.
Q. Well, in a typical dispute resolution section in a Sprint interconnection agreement, you would be familiar with what's typically in an interconnection agreement regarding dispute resolution, wouldn't you?
A. Typically, but I'm just qualifying it because the terms of the dispute resolution provision can vary a bit from agreement to agreement through negotiation between the parties. I was not involved in the negotiation of that Sprint/FDN interconnection

agreement, and I wasn't involved in this matter at the time that dispute resolution was invoked on July 29th, so I'm just speaking really in general about dispute resolution, as well as my understanding of what took place in the past.
Q. All right. Dispute resolution you indicated could entail arbitration; is that correct?
A. I guess I would put it as dispute resolution would occur -- would be an attempt to avoid arbitration. It would be an attempt by the parties to work out the particular dispute as a way of avoiding arbitration.
Q. But disputes can result in arbitration if the dispute is not resolved; is that right?
A. Yes.
Q. Did either party file --
A. And maybe I should -- I don't know if arbitration is always the exact word, but I guess I would say Commission involvement.
Q. All right. Did either party request Commission involvement in 2003 relative to the generic docket UNE rates?
A. Not that I'm aware of.
Q. And in 2004, same question. Did either party file with the Commission?

A. I believe our filing for arbitration was at the end of 2004.
Q. Filing for arbitration for a new agreement you mean?
A. The filing for arbitration was in regards to our negotiation for a new agreement.
Q. Okay. On page -- excuse me. I've lost my place. On page 4, line 5, you say discussions essentially ceased in March 2004. Are you referring to discussions on the UNE rates?
A. Again, I want to preface this with I was not personally involved in this matter in March 2004, so I'm going off my understanding of the situation. But my review of the situation showed that at that time, FDN had only submitted back to us a partially red-lined agreement, that FDN had made it pretty clear that it would not really even consider the UNE rates as ordered by the Commission, and that discussions seemed to have ceased approximately March 2004.
Q. You're saying based on your understanding. You've mentioned that more than once. What is your understanding based on?
A. Various correspondence that has remained in the office.
Q. Okay. Are you privy -- well, let me back

13

up. Your predecessor in the negotiations with FDN was Mr. John Chuang; is that correct?

A. That's correct.

MR. FEIL: Off the record for a second.

(Discussion off the record.)

BY MR. FEIL:

Q. Were you privy to the phone records of Mr. Chuang?

A. No.

Q. Are you aware of any phone calls between Mr. Chuang and Scott Kassman of FDN having taken place on July 8th or July 22nd of 2004?

A. I don't think so. I don't personally know of any phone calls.

Q. What correspondence or what documents that had passed between Mr. Chuang and Mr. Kassman are you aware of?

A. There may be additional ones, but the ones that I am aware of are correspondence generally started by Sprint requesting FDN to implement the UNE rates through amendment.

Q. Those were in 2003 that you mentioned earlier in your testimony or some others?

A. Let's see. Those likely would have begun in 2003. In 2003, the correspondence that I recall --

14

and I don't have all the correspondence with me or handy, but in 2003, I'm aware of correspondence from Sprint to FDN, several letters attempting to get FDN to implement those rates through amendment, through a new agreement, that sort of thing. There were some replies from FDN, the gist of it being that you were not in agreement with those rates, disputing the legality of the rates and so forth, and essentially stating that you wouldn't be implementing those rates.

Q. Did that correspondence from FDN also indicate that the cases on appeal and that court ruling should be expected?

A. I don't have the correspondence in front of me to reference them all. I wouldn't dispute that that might have been mentioned in there.

Q. Were you present for any phone calls that have taken place between Mr. Chuang and Mr. Kassman of FDN?

A. No.

Q. The focus of the correspondence between Sprint and FDN, I believe you mentioned, was on implementation of the UNE rates; is that correct?

A. The focus, yes, that would be fair to say. That has really been Sprint's primary concern throughout, so I think it's fair to say that that

15

would have been the focus.

Q. Are you aware of red-lines exchanged in August of 2004 between Mr. Chuang and Mr. Kassman?

A. In August 2004? I don't believe I am familiar with red-lines received from FDN in August.

Q. Are you aware that Mr. Chuang and Mr. Kassman agreed on August 11, 2004, that negotiations respecting the UNE portion of the interconnection agreement would be held off until after the FCC decided the TRO remand proceeding?

A. I'm not aware of that discussion, if that took place, if that happened.

Q. What correspondence exactly do you have with you? Do you have e-mails exchanged between Mr. Chuang and Mr. Kassman?

A. With me presently at the moment, I don't have their e-mails. I have access to some of the e-mails.

Q. Well, this was a subpoena for deposition duces tecum. Did you not discuss with your counsel what documents you were to bring with you and be prepared to discuss at the deposition, Mr. Givner?

MS. MASTERTON: Matt, we did discuss it, and I think Steve has with him e-mail correspondence between him and you all. Isn't that correct,

16

Steve?

THE WITNESS: Yes.

MS. MASTERTON: And that's what we believe to be relevant, based on the subpoena.

MR. FEIL: The subpoena, if I may, says that he's to bring with him everything that supports his testimony.

MS. MASTERTON: Well, he did bring with him what he believed was his support for his testimony, Matt. You've asked him a lot of questions about Mr. Chuang. That has been coming from you, as I understand it, so you apparently believe that to be relevant, but you didn't tell us ahead of time to bring that --

MR. FEIL: Well, Mr. Givner says in his testimony that -- at page 3 and page 4, he implies that there were no negotiations between FDN and Sprint during that time period, but he also says that he didn't bring with him any correspondence or doesn't have access to any correspondence in the way of e-mails between Mr. Chuang and Mr. Kassman. If he doesn't have it, he doesn't have it.

MS. MASTERTON: That's fine. That's fine. You just said what you said. If he doesn't have

it, he doesn't have it.
BY MR. FEIL:
Q. So you're not aware, Mr. Givner, of red-lines exchanged between Mr. Kassman and Mr. Chuang in August of 2004?
A. The last red-lines that I recall seeing were dated approximately March 2004.
Q. Are you aware of correspondence in the way of e-mails between FDN's attorneys and Sprint's attorneys in 2004?
A. Well, which part of 2004?
Q. I'm sorry. Early 2004, first quarter of 2004.
A. I'm not aware of specifics.
Q. Well, what are you aware of in the way of --
A. I guess if you mention a particular correspondence, it might refresh my memory or something, but I'm not aware of any specific correspondence.
Q. Are you aware of correspondence between myself, Matt Feil, and John Fons in January 2004?
A. No.
Q. How about between myself and Mr. Fons on December 1, 2003?
A. No.

Q. Correspondence between myself and Mr. Fons on March 8, 2004?
A. I don't have specific knowledge of it, no.
Q. Correspondence between myself and Mr. Fons on March 16, 2004?
A. No.
Q. May 4, 2004?
A. No.
Q. When did Mr. Chuang depart, Mr. Givner?
A. I believe it was approximately September 2004.
Q. Do you have a specific date?
A. I do not have a specific date, but I believe it was sometime in the month of September 2004.
Q. And when were you assigned as -- well, hold on a moment here. When were you assigned as FDN's negotiator?
A. It would have been the same month, sometime in September 2004.
Q. And your first correspondence with FDN was October 7, 2004; is that correct?
A. No. I believe that I was in communication with Scott Kassman in September.
Q. Was that by phone?
A. I think by phone and by e-mail.

Q. Did you bring any of those e-mails with you?
A. I may have access to those. I don't have access to them. Whether or not -- you know, there were voluminous e-mails over the course of this matter. I might be able to -- did you have a specific question about it?
Q. Just whether or not you had any correspondence with Mr. Kassman between the time you were assigned as the negotiator and October 7th.
A. On September 29th, I know that we had communication regarding the negotiation window, and that would have taken place via e-mail.
Q. And that communication pertained to an agreement between FDN and Sprint regarding the arbitration window in the agreement; is that correct?
A. It would have pertained to negotiations and the arbitration window.
Q. And that resulted in a letter agreement between FDN and Sprint dated September 29th; is that right?
A. Yes.
Q. And that's the only communication that you can recall specifically sitting here right now?
A. Written communication, yes. I believe we did speak on the phone prior to that.

Q. What did those conversations pertain to?
A. The same as the e-mail correspondence, continuing negotiations.
Q. Okay. On page 4, line 8, you say you proposed a new draft from which to resume negotiations. What do you mean by new draft?
A. I'm sorry. What page again?
Q. Page 4, line 8. Do you want me to repeat question?
A. Yes, go ahead.
Q. Okay. You say there, "I proposed a new draft from which to resume negotiations." What do you mean by new draft?
A. The working draft that I was aware of between Sprint and FDN had dated back at least until March 2004, and it was only a partial red-line. I don't believe FDN returned a full red-line of the agreement, so there were portions of the agreement that had not been red-lined by FDN as of October 7, 2004. So since some parts of the agreement had not even been discussed and other parts of the agreement were affected by several changes in law that had taken place since discussions on the agreement began back sometime in 2003, I had sent him an e-mail saying, "Here's Sprint's standard agreement that we're

21

currently using."
I also mentioned in the e-mail that I understand there had been some discussions in the past, and to the extent appropriate, I would be glad to incorporate those into this new draft, but that because of changes in law, because a lot of the agreement had not been red-lined, and because of the time that had passed, I was proposing using this new draft from which to resume negotiations.
Q. So were you saying that the new draft could or that the new draft should be used for negotiations?
A. Could. It was a proposal, with the additional offer that to the extent appropriate, we should incorporate any previously negotiated language into this draft.
Q. Did you agree to endeavor to incorporate the portions of the new draft into a red-lined version of the old draft?
A. No, I did not. I wasn't fully aware of the extent of the previous negotiations, because it did not appear that several portions of the agreement, of the previous draft had even been red-lined.
Q. Were you aware that one of the portions not red-lined was the UNE portion?
A. I mean, I'm not aware -- I guess my answer

22

is that I was aware that portions of the agreement were not red-lined.
Q. Do you know whether or not the UNE portion was one of those portions?
A. I don't know that. I don't know that. I don't currently recollect whether or not that was one of the portions.
Q. On page 4 still, line 17, is it correct to say that you too, you as well agreed that it would be more efficient to use the redraft of December 1st rather than attempt to reconstruct what Mr. Chuang and Mr. Kassman had negotiated up to that point?
A. Well, when you say -- I guess a couple of clarifications. When you say "you as well," who is the other person?
Q. Myself. I'm sorry. You do mention me there.
A. Okay. I just wanted to clarify that. And when you refer to December 1, I see here in the testimony I said I resent the proposed draft, so I just wanted to clarify that the December 1 draft was the same as the October 7 draft.
Q. Was the December 15th draft the same?
A. Yes.
Q. Okay. With those clarifications --

23

A. I -- go ahead.
Q. Okay. With those clarifications, is it correct that you agreed with me that it would be more efficient to use the redraft for negotiation purposes rather than to try to reconstruct what the predecessor negotiators had done up to that point?
A. Yes, I believe we mutually agreed that that would be the most efficient course.
Q. Okay. You say there at the bottom of page 4 around line 19 that you received a red-line from FDN on December 22.
A. Yes.
Q. The parties had arranged before that for a negotiation session on December 28th; is that right?
A. Before?
Q. Before December 22nd, the parties had arranged for a negotiation call on the 28th?
A. I don't specifically recall. I can't say yes or no.
Q. Do you recall us scheduling --
A. My recollection is that we did discuss having a negotiation call after the Christmas holiday.
Q. Did that call take place?
A. I believe it did. I believe it did. While I'm sitting here, I don't remember, but it seems like

24

it did.
Q. And what took place on that call?
A. I don't recollect the specifics it. I'm sure we discussed the UNE rates and the terms in general, but my recollection is that we discussed potential arbitration -- and this would have also been discussed prior to that, but that Sprint had intended to file for arbitration in lieu of -- unless we at least reached some sort of agreement on the UNE rates. We obviously wanted to get an entire agreement negotiated, but to Sprint, the primary reason for the arbitration was the UNE rates. And I believe I expressed that unless we could come to some sort of agreement on how to handle the UNE rates that our intent was to file for arbitration.
Q. Would you agree, subject to check, that that call was on the 28th of December of last year?
A. I agree subject to check, but I believe that type of conversation took place prior to that as well.
Q. All right. On the 28th, did you discuss at that time any of the red-lines FDN had provided to the agreement?
A. I think so. I don't recall the exact specifics of the call.
Q. Did you provide FDN with any return

25

red-lines in December of 2004?
A. With any return red-lines?
Q. Yes.
A. Well, I received the red-lines back from you on the 22nd. I don't recall sending back red-lines to your red-lines prior to the end of the year.
Q. All right. When did you --
A. I don't recall sending any back.
Q. Okay. What specific portion of the red-lines did the parties discuss on the 28th?
A. I don't recall the specific portions, but the entire agreement wasn't red-lined, so it would have been limited to whatever actually was red-lined. And again, I believe that the UNE rates were probably a focus of the conversation.
Q. Do you have a copy of the December 22nd red-lines with you?
A. No, I do not have a copy of that draft with me.
Q. On what basis do you say that the entire agreement was not red-lined? You're just going from memory?
A. Well, I suppose that unless all the portions that were not red-lined could be deemed accepted, then I suppose it was. But I guess it was my understanding

26

that -- I guess it was my understanding that some of the sections had not yet been reviewed in detail. That's my recollection. But if those sections were -- if the lack of red lines could be construed as being accepted, then I suppose I could be wrong on that.
Q. On what date did Sprint provide red-lines in response to the FDN red-lines of the 22nd?
A. Well, when you -- what date did we return red-lines?
Q. Yes.
A. I don't know the next date that Sprint would have returned red-lines. I guess when I say return red-lines, I'm including any sort of communication from Sprint that had to do with maybe portions of language that I might have e-mailed to you that would not necessarily be considered an entire red-lined agreement, but there were occasions where I sent you proposed language that weren't in the form of a complete draft. But I don't believe that we had a negotiation, what you would call a negotiation call until February.
Q. So when do you believe that you sent an entire agreement red-lined to FDN in response to the December 22nd FDN red-line?
A. When did I send an entire red-line back to

27

FDN?
Q. Yes.
A. Well, I couldn't send an entire red-line back to FDN until I got an entire red-line back from you.
Q. Which you got on December 22nd.
A. Well, actually, my testimony says returned a red-lined agreement. I don't believe that -- again, I don't believe I considered that a complete red-line of the agreement, that there were still portions of the agreement that I felt that FDN hadn't commented on and red-lined.
Q. When did you send red-lines to the FDN red-lines?
A. I don't know what date I would have sent back some sort of red-line.
Q. Was it before or after February?
A. I believe it likely would have been after, because I don't believe we had a negotiation call or communication in the month of January.
Q. Do you recall receiving an e-mail from me on February 3rd suggesting that the parties set up a negotiation call?
A. I don't recall the date, but it seems like February would have been the time frame.

28

Q. Do you recall whether or not there was a negotiation call on February 17th?
A. Yes, I believe we had one on February 17th.
Q. On page 5 of your testimony, line 2, you indicate that FDN canceled scheduled negotiations.
A. I'm sorry. Give me the page and line again.
Q. I'm sorry. On page 5, line 2, you indicate that FDN canceled scheduled negotiations. Were those negotiation sessions canceled outright or simply rescheduled?
A. I suppose that they were canceled and rescheduled. I mean, we had further negotiations. I was just expressing that on at least a couple of times, there were calls set up, and for whatever reason, you needed to -- you were not able to make the call or make that meeting, and we had to reschedule it. I'm simply noting that that cost us time in negotiating and coming to an agreement on terms.
Q. Do you agree with me, Mr. Givner, that you were not available for the first three weeks of March 2004?
A. I don't recall. I guess it strikes me as perhaps incorrect that I wouldn't have been available at all the first three weeks. I don't recall not being available for three full weeks.

29

Q. Do you recall sending me an e-mail on March 3, 2005, saying as follows: "I had planned on it, but have been tied up in other arbitrations. I'm out of town next week and am pretty tied up the week after that. The 22nd would work well in the meantime"? Does that sound familiar to you?

A. That e-mail sounds familiar.

Q. The parties had a negotiation session on March 22nd?

A. I believe so.

Q. Do you recall that there was a negotiation session scheduled for May 5th, but that it was rescheduled to May 12th? Is that correct?

A. I don't know specifically as I'm sitting here if that was the exact date.

Q. On July 13th of this year, do you remember being on a call with myself and with your attorney regarding some matters relative to this case?

A. On what date?

Q. July 13th.

A. I don't recall the exact date, but that time frame likely could be correct.

Q. Do you recall stating during that call that you intended on having some further negotiations on several of the issues still pending among the parties?

30

A. Give me the -- what date again?

Q. July 13th.

A. July 13th. I'm sorry. Go ahead and repeat the question.

Q. Do you recall stating during that call that you intended on having further negotiations with FDN regarding several issues that were still outstanding among the parties?

A. I might have said that.

Q. Has Sprint provided FDN any additional proposals on language or requested a meeting time or date after that July 13th call?

A. I don't believe FDN or Sprint has proposed any language or meeting times since that call.

Q. Did you indicate on July 13th that you intended on providing something to FDN?

A. I may have, and I don't think either party has provided the other with any proposed language.

Q. I want to ask you a few other questions related to your testimony. In this proceeding, Sprint is only requesting retroactive application of the rates and not any other provision of the agreement; is that right?

A. I guess I hesitate to answer, because it should be self-evident from the pleadings. I mean,

31

that might be my understanding, but what we've asked for in the pleadings to the Commission would govern what we've asked for.

Q. So if I look at the pleading, and the pleading does not indicate that Sprint is requesting retroactive application of any other provision of the agreement -- well, strike that.

To your recollection, did FDN make verbal requests to you for a copy of the cost study several times before April of 2004?

A. I don't recall specifics. You may have verbally asked for the cost study. I guess I wouldn't dispute that general statement.

Q. Okay. Do you agree that by an e-mail dated April 8, 2005, that FDN requested in writing a copy of the cost study that Sprint will be relying on to support the UNE rates it's proposing?

A. I don't recall the exact date. It sounds like that type of request in that time frame may have been made.

Q. Okay. Do you agree that FDN again requested the cost study via e-mail on April 28th?

A. I couldn't say the exact date, but you may have made a request like that in that time frame.

Q. Assuming, subject to check, that FDN did

32

make those requests on April 8th and again on April 28th, do you ever recall responding in writing to those requests for a cost study?

A. I believe we did send you some cost study information.

Q. Did that cost study information pertain to network modifications or to the UNE rates proper?

A. I believe we sent you cost study information pertaining to network modifications.

Q. Okay. With respect to the rest of the UNE rates, do you recall ever responding in writing to FDN's request for the cost study?

A. I don't recall responding in writing. I know we had verbal conversations regarding the cost studies in which I think I expressed that Sprint did not deem those relevant because that issue had already been decided.

Q. Would you agree, subject to check, that you never responded in writing to FDN's request for a cost study?

A. I really don't recall if I ever said anything in writing regarding the -- I guess I consider it a pretty broad statement to say I never responded in any fashion in writing.

Q. Do you have anything with you that would

33

indicate to you -- that you brought with you today that would indicate that you responded in writing to FDN's request for the cost study?

A. I don't recall whether I did. I don't recall any specifics of it.

MS. MASTERTON: Matt, can you point to the part of his direct testimony that you're referring to right now?

MR. FEIL: Well, he's asking for retroactive application of the rates because FDN delayed negotiations, but he apparently doesn't think that we need to see the cost study as a part of that.

MS. MASTERTON: So you're saying there's not a particular portion of his direct testimony that you're --

MR. FEIL: I'm not referring to a page nor line of his direct.

MS. MASTERTON: Thank you.

MR. FEIL: Other than to the extent that he addresses on pages 3 and 4 and the top of 5 his basis for retroactive application of the rates, and that he's addressing the correspondence that has taken place between the parties and the negotiations on page 5.

34

THE WITNESS: I believe in May you did tell me that you did have a copy of the cost study.

BY MR. FEIL:

Q. In May, did you send to FDN a nondisclosure agreement?

A. I don't know that it was in May, but we did sign a nondisclosure agreement.

Q. Would you agree, subject to check, that it was on May 11th?

A. Subject to check, yes.

Q. And do you recall conversations that the NDA was necessary because most confidential information cannot be reviewed or disclosed outside the scope of a particular docket in which it is provided?

A. Repeat the question.

Q. Do you recall conversations to the effect that the NDA was necessary because confidential information from one docket could not be utilized, disclosed, or incorporated into another docket?

A. I vaguely have a recollection of our conversations that the nondisclosure was needed because there might be some proprietary information involved.

Q. Proprietary information involved from the generic UNE rate proceeding?

35

A. My recollection is just in general.

Q. So it was in general, as well as as it pertained to the generic UNE proceeding?

A. I'm referring to our conversations that might have taken place regarding the NDA. I don't recall every detail of the conversation, but we did sign a nondisclosure agreement, I believe, that was -- it looks like it was effective May 10, 2005.

Q. Did you review the nondisclosure agreements, if any, that FDN may have signed with Sprint during the course of the generic UNE docket?

A. If I saw them, I don't recall the details of them.

MR. FEIL: Okay. If you'll wait a moment, I may be finished. Hold on a moment and let me check my notes.

Jeremy and Mr. Givner, I believe that's all -- and Susan as well. I think that's all I have for now. Did any of you have any questions?

MR. SUSAC: This is Jeremy with the Commission staff. We do not have any questions.

MR. FEIL: Susan, did you have any cross?

MS. MASTERTON: No.

MR. FEIL: All right. Do you want to read and sign?

36

MS. MASTERTON: Yes. We're not waiving reading and signing.

MR. FEIL: Okay. I guess we can go off the record for now then.

(Discussion off the record.)

MR. FEIL: One other thing for the record. To the extent in preparing his errata sheet Mr. Givner makes any changes to his testimony that I consider to be of a substantive nature, I reserve the right to reopen the deposition as necessary or to seek such other relief as the Commission may grant. And with that, I think we're done.

(Deposition concluded at 10:54 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA:
COUNTY OF LEON:

I, MARY ALLEN NEEL, Registered Professional Reporter, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter translated under my supervision; and that the foregoing pages numbered 1 through 36 are a true and correct record of the aforesaid proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor relative or employee of such attorney or counsel, or financially interested in the foregoing action.

DATED THIS 25th day of July, 2005.

MARY ALLEN NEEL, RPR
2894-A Remington Green Lane
Tallahassee, Florida 32308
(850) 878-2221

ERRATA SHEET

I have read the transcript of my deposition, pages 1 through 37, and hereby subscribe to same, including any corrections and/or amendments listed below.

8/3/05
Date

STEVEN GIVNER

Page	Line	Correction or Amendment	Reason for Change
4	21	"Stephen" should be "Steven"	Name misspelled

Deposition taken on 7/25/05, Docket No. 041464-TP

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)))))	Docket No. 041464-TP Hearing Date: August 4, 2005

EXHIBIT NO: 11

DESCRIPTION: Composite Sprint-FDN Email Exchanges

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO 11
COMPANY/ FDN's
WITNESS: Composite Exhibit
DATE 08-04-05

-----Original Message-----
From: Chuang, John Y [SBS] [mailto:John.Y.Chuang@mail.sprint.com]
Sent: Wednesday, August 11, 2004 3:54 PM
To: Scott Kassman (E-mail)
Subject: Part B - Sprint Comments

<<Part B - FDN Redline- Sprint Comments.doc>>
Scott, here are my comments to your redlines for Part B. Please let me know if you have time this week or next to discuss.

Pursuant to my voicemail yesterday, can you provide me a status update on the following:

1) FDN redlines to remaining section of the agreement. FDN had previously committed to providing me redlines by the week of August 9. I'm okay with waiting on Part E - UNEs until we see what the FCC does.

2) The FL rate amendment. Please let me know what direction FDN wants to take on this issue.

Matthew Feil

From: Matthew Feil
Sent: Thursday, March 03, 2005 9:45 AM
To: 'Givner, Steve D [SBS]'
Subject: RE: Sprint - FDN Negotiations

3/22 at 2 Central should work.

-----Original Message-----
From: Givner, Steve D [SBS] [mailto:steven.d.givner@mail.sprint.com]
Sent: Thursday, March 03, 2005 9:37 AM
To: Matthew Feil
Subject: RE: Sprint - FDN Negotiations

I had planned on it, but have been tied up in other arbitrations. I'm out of town next week, and am pretty tied up the week after that. I didn't want to wait this long, but things really don't clear up until the week of the 21st. The 22nd would work well, and in the meantime, I should be able to e-mail you some comments/questions on several issues to keep things moving along. How about scheduling for 3/22 at 2 pm Central?

-----Original Message-----
From: Matthew Feil [mailto:mfeil@mail.fdn.com]
Sent: Thursday, March 03, 2005 8:30 AM
To: Givner, Steve D [SBS]
Subject: Sprint - FDN Negotiations

Steve,

Are we going to have another negotiation call in the next week or so? Next week may be hairy for me, but I'm fairly open the week after.

Matt

000002

Matthew Feil

From: Matthew Feil
Sent: Friday, April 08, 2005 2:43 PM
To: 'Givner, Steve D [SBS]'
Cc: 'Susan Masterton'
Subject: Sprint - FDN Arbitration

Steve,

I would like to set up another negotiation call so we can cull out some more of the issues. What's your availability look like for the next 2 weeks?

Also, I want to get a copy of whatever cost study Sprint will be relying on to support the UNE rates it is proposing. I'll sign an NDA, of course. But I need to see the cost study as soon as possible.

Matt

000003

Matthew Feil

From: Matthew Feil
Sent: Wednesday, May 11, 2005 11:59 AM
To: 'Givner, Steve D [SBS]'
Subject: RE: Sprint-FDN Non Disclosure Agreement

Overnight will be there tomorrow. Here's a PDF version with my signature in the meantime.

-----Original Message-----
From: Givner, Steve D [SBS] [mailto:steven.d.givner@mail.sprint.com]
Sent: Tuesday, May 10, 2005 4:19 PM
To: mfeil@mail.fdn.com
Subject: Sprint-FDN Non Disclosure Agreement

Matt,

Please review the attached NDA. Print off and mail me two original, signed copies, and I will return a complete original after Sprint signs.

Thanks, Steve

Steve Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251
913-315-9241
913-315-0759 FAX
steven.d.givner@mail.sprint.com

000004

Masterton, Susan S [CC]

From: Scott Kassman [skassman@mail.fdn.com]
Sent: Tuesday, August 17, 2004 12:02 PM
To: Chuang, John Y [SBS]
Subject: RE: Part B - Sprint Comments

Thanks, John. Sorry for the much delayed response. Our office was closed part of last week due to hurricane Charley and I have had some personal challenges to overcome this week as a result of the hurricane, as have my SMEs. I should have something for you in the next couple of days.

Regarding the FL rate amendment, I am the designated dispute resolution contact. A couple of things relative to that issue:

First, my outside counsel tells me that the US District Court is likely to remand the matter to the PSC on the following issues: fill factors, work times, and geocoded data. Second, if I were a betting man I would bet a month's pay that the PSC will not give you retroactivity. Had the PSC wanted these rates to be self-executing and the parties not go through the interconnection agreement amendment process, they would have said so. They did not, however. Therefore, I see no reason why they would grant Sprint retroactive application of the rates.

So I say all of that to say that we should be practical about this. If you file a complaint with the PSC you will expend a great deal of resources and, even if you don't lose (which is arguable), you won't get a decision any time soon. Let's see if we can't resolve this matter ourselves or wait for the District Court to rule. To my mind, it doesn't make any sense to move forward with a rate amendment until the District Court rules on the matter. Concerning the various banding scenarios which Sprint forwarded to FDN for review, FDN has reviewed the same and cannot agree to any of them. We're in the process of formulating a counter-offer and should have something for you soon.

I'll be in touch.

Scott

-----Original Message-----
From: Chuang, John Y [SBS] [mailto:John.Y.Chuang@mail.sprint.com]
Sent: Wednesday, August 11, 2004 3:54 PM
To: Scott Kassman (E-mail)
Subject: Part B - Sprint Comments

<<Part B - FDN Redline- Sprint Comments.doc>>
Scott, here are my comments to your redlines for Part B. Please let me know if you have time this week or next to discuss.

Pursuant to my voicemail yesterday, can you provide me a status update on the following:

1) FDN redlines to remaining section of the agreement. FDN had previously committed to providing me redlines by the week of August 9. I'm okay with waiting on Part E - UNEs until we see what the FCC does.

2) The FL rate amendment. Please let me know what direction FDN wants to take on this issue.

Masterton, Susan S [CC]

From: Givner, Steve D [SBS]
Sent: Thursday, October 07, 2004 5:58 PM
To: 'Scott Kassman'
Subject: RE: ICA Negotiation Extension

Scott,

I did have the extension letter signed and also received your signed hard copy. I re-submitted the letter to my VP to get both signatures on the same document. I'll send you a copy when I receive it back.

We also of course need to continue with contract discussions. I know you and John Chuang made some progress, but there have also been several regulatory rulings that will impact content of the agreement. I have attached Sprint's current standard agreement that incorporates these rulings. To the extent appropriate, I would expect to incorporate the portions you have already addressed into the new agreement.

Steve

Steve Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251
913-315-9241
913-315-0759 FAX
steven.d.givner@mail.sprint.com

-----Original Message-----
From: Scott Kassman [mailto:skassman@mail.fdn.com]
Sent: Wednesday, September 29, 2004 3:32 PM
To: Givner, Steve D [SBS]
Subject: ICA Negotiation Extension

Steve:

Please execute the attached and fax back to me at 407-447-4839. I will also send you a hard copy via overnight mail for delivery tomorrow.

Thanks,
Scott

-----Original Message-----
From: Givner, Steve D [SBS] [mailto:steven.d.givner@mail.sprint.com]
Sent: Wednesday, September 29, 2004 3:02 PM
To: skassman@mail.fdn.com
Subject: Contact info

000006

Steve Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251
913-315-9241
913-315-0759 FAX
steven.d.givner@mail.sprint.com

Masterton, Susan S [CC]

From: Scott Kassman [skassman@mail.fdn.com]
Sent: Wednesday, December 01, 2004 10:25 AM
To: Givner, Steve D [SBS]
Cc: Matthew Feil
Subject: RE: Sprint - FDN Agreement

Steve:

Friday is my last day at FDN. Please contact Matthew Feil, FDN's General Counsel, at 407-835-0460 to discuss this matter.

Thank you.

-----Original Message-----
From: Givner, Steve D [SBS] [mailto:steven.d.givner@mail.sprint.com]
Sent: Wednesday, December 01, 2004 10:21 AM
To: skassman@mail.fdn.com
Subject: Sprint - FDN Agreement

Scott,

I forwarded a copy of Sprint's current standard agreement in October, but have not heard back from you regarding resumption of contract discussions. I have attached another standard draft. I understand that you and John Chuang had some contract discussions earlier this year, and to the extent appropriate that negotiated language can be incorporated into this agreement. Also at issue is FDN's resistance to incorporating new rates that were ordered by the Florida PSC in 2003. The rates remain a primary concern of Sprint and needs to be addressed. Please contact me about resuming discussions.

Thanks, Steve

Steve Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251
913-315-9241
913-315-0759 FAX
steven.d.givner@mail.sprint.com

<<Sprint Agreement Draft 12-04.doc>>

000008

Masterton, Susan S [CC]

From: Givner, Steve D [SBS]
Sent: Wednesday, December 15, 2004 4:38 PM
To: 'mfeil@mail.fdn.com'
Subject: RE: Sprint - FDN Agreement

Mr. Feil,

Scott Kassman has directed me to follow up with you on the status of negotiations between Sprint and FDN on a Florida interconnection agreement.

Day 160 of the negotiation window, the deadline for a party for file for arbitration of unresolved issues, is currently set for January 1, 2005. Due to the issues involved, it is Sprint's intention to file for arbitration prior to the Day 160 deadline unless there is a satisfactory resolution of negotiations.

I have attached a copy of Sprint's standard agreement that had previously been provided to Scott Kassman.

Please contact me so that we may discuss how we can proceed with negotiations.

Thank you,

Steve Givner

Steve Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251
913-315-9241
913-315-0759 FAX
steven.d.givner@mail.sprint.com

000009

Masterton, Susan S [CC]

From: Givner, Steve D [SBS]
Sent: Friday, December 17, 2004 4:13 PM
To: 'Matthew Feil'
Subject: RE: Sprint - FDN Agreement

Matt,

Thanks for following up with me. I am in the office Mon-Wed next week, and Tues-Thurs the following week to discuss the agreement.

As we discussed, it is Sprint's intention to file for arbitration ahead of the January 1 Day 160 (with the weekend and holiday it really is a Dec. 30 deadline) unless we can complete negotiations in full on the interconnection agreement, or at least reach some kind of agreement to address the Florida UNE rates. If FDN refuses to acknowledge and agree to the rates in the agreement, it does not seem that we would be able to complete negotiations.

It is Sprint's position that we are currently entitled to the rates as described in the Order, as well as difference between the old and "new" rates as far back as the date the Order was issued, or at least as far back as we requested FDN to amend its interconnection agreement in accordance with Order and the interconnection agreement itself. I understand that FDN still has an appeal open on the rate order, but the rates were not stayed and the Order continues to be valid. One of the scenarios we discussed yesterday was tying the resolution of the appeal to a true-up on the rates. Have you been able to further consider this or any other approach to address the rate issue?

Steve

-----Original Message-----
From: Matthew Feil [mailto:mfeil@mail.fdn.com]
Sent: Friday, December 17, 2004 2:53 PM
To: Givner, Steve D [SBS]
Subject: RE: Sprint - FDN Agreement

Steve,

To follow up on our conversation from yesterday, FDN intends to send you early next week a redline version of the new interconnection agreement draft you sent me Wednesday of this week. I hope to have the redlines to you by Tuesday, and we can schedule a call sometime after that.

Matt

-----Original Message-----
From: Givner, Steve D [SBS] [mailto:steven.d.givner@mail.sprint.com]
Sent: Wednesday, December 15, 2004 4:38 PM
To: mfeil@mail.fdn.com
Subject: RE: Sprint - FDN Agreement

000010

Mr. Feil,

Scott Kassman has directed me to follow up with you on the status of negotiations between Sprint and FDN on a Florida interconnection agreement.

Day 160 of the negotiation window, the deadline for a party for file for arbitration of unresolved issues, is currently set for January 1, 2005. Due to the issues involved, it is Sprint's intention to file for arbitration prior to the Day 160 deadline unless there is a satisfactory resolution of negotiations.

I have attached a copy of Sprint's standard agreement that had previously been provided to Scott Kassman.

Please contact me so that we may discuss how we can proceed with negotiations.

Thank you,

Steve Givner

Steve Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251
913-315-9241
913-315-0759 FAX
steven.d.givner@mail.sprint.com

-----Original Message-----
From: Chuang, John Y [SBS] [mailto:John.Y.Chuang@mail.sprint.com]
Sent: Thursday, July 08, 2004 3:38 PM
To: Scott Kassman (E-mail)
Subject: 7/8/04 Call

Scott,

To summarize our conversation today, you will be sending an extension letter that will extend the negotiations period to Oct 1. Additionally, FDN will be providing redlines of Parts F, I and K by the week of August 9. I will be providing you a list of issues from the KMC negotiations and the USTA II and TRO compliant Part E when it is available. I will also work on Sprint comments to Part B (General Terms and Conditions) and get that over to you.

I'm checking into the status of your appeal in the District Court. It is Sprint's position that any new agreement should include the commission ordered rates. My understanding is that the appeal did not stay the PSC order and therefore it is the current law. Can you please provide me a short summary of FDN's position as it relates to the applicability of the ordered rates to the current agreement we are negotiating and also some specifics as to what FDN's objection is of the rates.

Thanks and please call me if you have any questions. By the way, please note I have a new telephone, fax number and address. Thanks.

John Chuang
(913) 315-9065
f - (913) 315-0759
MS: KSOPHM0310-1B370
6450 Sprint Parkway
Overland Park, KS 66251

000012

Matthew Feil

From: Matthew Feil
Sent: Tuesday, April 26, 2005 5:12 PM
To: 'Givner, Steve D [SBS]'
Subject: RE: Proposed Language

Steve,

Here's a redline for the whole deal. I think (or hope) we're inching closer.

As I've requested before, we need to have Sprint's list of TRRO wire centers no longer subject to unbundling and all supporting data that list. We also need your cost support/cost study for whatever rates you're requesting. I believe I asked for that previously as well.

I'd like to know if you have any language on conversions from SA to UNEs and EELs, since there's none in the draft, although there appeared to be a rate in the rate schedules.

Talk to you Thursday. Let me know if you have any questions before then.

Matt

Matthew Feil

From: Matthew Feil
Sent: Friday, May 13, 2005 2:39 PM
To: 'Givner, Steve D [SBS]'
Subject: RE: Sprint - FDN draft 5-13-05

This is the cost study info just for network modifications? Is the rest coming by mail?

What about the support for the Exhibit A CO list?

I can start earlier on the 19th but not the 16th. I could be available on the 23rd.

-----Original Message-----
From: Givner, Steve D [SBS] [mailto:steven.d.givner@mail.sprint.com]
Sent: Friday, May 13, 2005 11:39 AM
To: mfeil@mail.fdn.com
Subject: Sprint - FDN draft 5-13-05

Matt,

I believe we're set for 2pm Central on Monday and Thursday next week. If you can start earlier--1 or 1:30, I'm available. How long will you be available those days? Also, are you available Monday 5/23 at 1 Central?

Updated agreement attached.
<<Sprint FDN draft 5-13-05.DOC>>

Note the following:

43.3 - Proposed language

44.6.5 - Proposed language
44.7.5 - Proposed language
49.2.4 - Proposed language
49.3.4 - Proposed language
49.5.3 - Proposed language

53.1.1 - Added comment

000014

<<Cost Study and Work Order Detail - FL1.xls>>
70.6.1.4.1 - Proposed language

99 - Added new section

Docket No. 041464-TP Sprint Witness Testimony Errata

James M. Maples

Direct:

On page 4, line 17 insert the word "Corporation" after the word "Sprint" and before the word "operates"

On page 9, line 12 replace "584" with "587"

On page 14, line 13 replace "unbundled" with "unbundle"

On page 22, lines 7 & 8 replace "pages 34 and 38" with "pages 36 and 39"

On page 24, line 23 replace "pages 188-189" with "page 214"

On page 29, line 15 strike "¶ 633 of" and on line 16 after "components" insert "in ¶ 634"

On page 33, line 23 add the word "significantly" between the words "would" and "alter"

Rebuttal:

Delete Page 5, line 6 through the word "addition," on line 13. Capitalize the "t" in "The."

Delete Page 23, line 1 through page 30, line 21.

Delete Exhibit JMM-3.

On page 12, line 1 replace "line 6" with "line 7"

On page 13, line 18 replace "differently from" with "the same as"

Peter Sywenki

Direct:

On page 1, line 23 through page 2, line 1 delete "I have provided testimony before the state commissions in Missouri, Maryland.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 041464-TP EXHIBIT NO. 12
COMPANY/ Sprint's Exhibit - Sprint's Erratta
WITNESS: Sheet to Testimony of Sprint's Witnesses
DATE 08-04-05

DETERMINATION OF BUSINESS LNES AND FIBER BASED COLLOCATORS BY WIRE CENTER

Changes in FCC Rules

On February 4, 2005 the FCC adopted its Order on Remand (FCC 04-313) which provides modifications to unbundling obligations for incumbent local exchange carriers (ILECs)[1] Included in these modifications were various impairment findings for local loop and dedicated transport services that ILECs lease to competitive carriers and unbundled network elements pursuant to §251(c)(3) of the Act . As a result of these findings, several thresholds were defined that are based on access line and/or collocator counts at each Sprint wire center. The non-impairment findings vary based on capacity of the loop and are as follows

Local Loops

- DS-1 Loops: The FCC concluded that competitive local exchange carriers (CLECs) are impaired without access to DS-1 capacity loops except in any building within the service area of a wire center containing 60,000 or more business lines *and* four or more fiber based collocations (§51.319(a)(4)(i))
- DS-3 Loops: The FCC concluded that CLECs are impaired without access to DS-3 capacity loops except in any building within the service area of a wire center containing 38,000 or more business lines and four or more fiber based collocations (§51.319(a)(5)(i)).
- Dark Fiber Loops: The FCC concluded that CLECs are not impaired without access to dark fiber loops in any instance (§51.319(a)(5)(i)).

Dedicated Transport

For the purposes of determining where incumbent LECs are required to provide DS-1, DS-3 and dark fiber transport on an unbundled basis, the Order establishes 3 tiers which are defined as follows:

Tier 1 Wire Center – an incumbent LEC wire center that contains at least four fiber based collocators, 38,000 business lines, or both. Tier 1 wire centers also include incumbent LEC tandem switching locations that have no line-side switching facilities but still serve as a traffic aggregation point accessible by competitive LECs. Once a wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center (§51.319(e)(3)(i)).

Tier 2 Wire Center – an incumbent LEC wire center that do not qualify as a tier one wire center but contain at least 3 fiber based collocators, 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center (§51.319(e)(3)(ii)).

Tier 3 Wire Centers – an incumbent LEC wire center that does not meet the criteria for Tier 1 or Tier 2 wire centers (§51.319(e)(3)(iii)).

[1] FCC 04-290, *In the Matter of Unbundled Access to Network Elements and Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* WC Docket 04-313 and CC Docket 01-338, Adopted December 15, 2004 and released February 4, 2005. Referred to as the Triennial Review Remand Order or TRRO.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 041464-TP EXHIBIT NO. 13
COMPANY/ Sprint
WITNESS. JMM-1 and JMM-2
DATE 08-04-05

- DS-1 Transport: The FCC concluded that incumbent LEC's shall unbundle DS-1 transport between any pair of incumbent LEC wire centers except where both wire centers defining the route are Tier 1 wire centers (§51.319(e)(2)(ii)(A)).

- DS-3 Transport/Dark Fiber Transport: The FCC concluded that incumbent LECs shall unbundled DS-3 transport between any pair of wire centers except where both wire centers defining the route either Tier 1 or Tier 2 wire centers. (§51.319(e)(2)(iii)(A)).

Business Line Definition

The Order also defines a switched business line as "an incumbent LEC-owned switch access line used to serve a business customer, whether by the LEC itself or by a competitive LEC that leases the line from the incumbent LEC. The number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines plus the sum of all UNE loops connected to that wire center including UNE loops provisioned in combination with other network elements. Business line tallies (1) shall include only those access lines connecting end user customers with incumbent LEC end offices for switched services, (2) shall not include non-switched special access lines and (3) shall account for ISDN and other digital access lines by counting each 64 kbps equivalent as one line. For example, a DS-1 line corresponds to 24 64 kbps equivalents, and therefore to 24 business lines." (47 C. F. R. §51.5).

Methodology

[redacted]

Calculation of Fiber- Based Collocator Quantities

Fiber-Based Collocator Definition

The FCC defines a fiber-based collocator as "any carrier, unaffiliated with the incumbent LEC, that maintains a collocation arrangement in an incumbent LEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the incumbent LEC wire center premises; and (3) is owned by a party other than the incumbent LEC or any affiliate of the incumbent LEC, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title. (47 C.F.R. §51.5)

The FCC further defined that a fiber-based "collocation arrangement may be obtained by the competing carrier either pursuant to contract, tariff or, where appropriate, section 251(c)(6) of the Act, including less traditional collocation arrangements, such as Verizon's CATT fiber termination arrangements."[2]

Methodology

[redacted]

[2] TRRO, ¶102.

SUMMARY OF BUSINESS ACCESS LINES BY WIRE CENTER FOR FLORIDA

			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
					UNE DS-1s						
State	Wirecenter	CLLI	Switched Business Access Lines	UNE-L	Loop	EELs	Total ((c)+(d))	VGE Factor	UNE DS1 VGE ((e)*(f))	Total Business Lines ((a)+(b)+(g))	Confirmed Fiber Based Collocators

Over 60,000 Business Lines *(Meets DS-1 Loop Non-Impairment Criteria)*

None

38,000 - 60,000 Business Lines *(Meets DS-3 Loop Non-Impairment Criteria)*

None

Tier One Wire Centers (4 or More Fiber Based Collocators, at least 38,000 Business Lines, or both)
Meets DS-1, DS3 and Dark Fiber Transport Non-Impairment Criteria

FL	Altamonte Springs	ALSPFLXA
FL	Fort Myers	FTMYFLXA
FL	Maitland	MTLDFLXA
FL	Winter Park	WNPKFLXA
FL	Tallahassee	TLHSFLXA

[redacted]

Tier Two Wire Centers (3 or more Fiber Based Collocators, at least 24,000 Business Lines, or both)

Meets DS-3 and Dark Fiber Transport Non-Impairment Criteria

FL	Goldenrod	GLRDFLXA	[redacted]
FL	Lake Brantley	LKBRFLXA	[redacted]
FL	Tallahassee	TLHSFLXD	[redacted]

Sprint Proprietary - subject to Non-disclosure Agreement

Comparison of Pricing Issues Argued by FDN in Proceedings before the Commission					
Issue Raised By FDN's Direct Testimony in this Case.	Appears in FDN's Direct Panel Testimony by Ankum, Ficher and Morrison Filed May 27th, 2005	Reference for the Issue in FDN's Brief on the UNE Docket Filed May 28th 2002	Reference(s) in the Commission Order Acknowledging and Ruling on the Issues Order Issued: January 8 2003	Reference of the Issue in FDN's Motion for Reconsideration Filed: January 23 2003	Reference of the Issue in the Commission Order Addressing FDN's Motion for Reconsideration Issued: August 8, 2003
Customer Locations	12-14	7-11	56-58	13-16	20-24
Cable Fill Factor Methodology	15-16	17-24	75-84	9-13	16-19
Structure Sharing	16-18	16-17	71-73	n/a	n/a
Digital Loop Carrier Assumptions	20-21	26-28	111-114	n/a	n/a
Geographic Deaveraging	24-28	1-6	23-29	7-9	13-16
Plant Mix	18-20	n/a	74-75	n/a	n/a
Service Order Charges – OSS	22-23	28-31	154-156, 160-163	25-27	37-39
Non-Recurring Charge Work Times	24	32-38	169-177	20-25	33-37

ROUTINE MODIFICATION OF FACILITIES

Rate List

		NRC/MRC
A. Rearrangement of Cable		
1. Rearrangement of Up to 3 Pairs per UNE Loop Ordered		*Included in UNE NRC/MRC*
2. Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered		ICB
B. Dedicated Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
1. Repeater Equipment Case w/ Repeater Card (for T-1 applications)		
a) Where Special Construction Does Not Apply (Card Installation Only)		*Included in UNE NRC/MRC*
b) Where Special Construction Applies, Non Recurring Charge		
- Florida	$	2,351.12
2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
a) Where Special Construction Does Not Apply (Card Installation Only)		*Included in UNE NRC/MRC*
b) Where Special Construction Applies, Nonrecurring Charge		
- Florida	$	2,601.28
C. Smart Jack		*Included in UNE NRC/MRC*
D. Line Card Installation		*Included in UNE NRC/MRC*

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 041464-TP EXHIBIT NO. 14
COMPANY/ Sprint
WITNESS: JRD-1-Routine Modification of Facilities
DATE 08-04-05

Network Modifications - Repeater/Doublers

Docket No. 041464-TP
Exhibit ___(JRD-1)
Routine Modification of Facilities

Florida	Engineering			Installation			Materials					
	Hours	Labor Rate	Total	Hours	Labor Rate	Total	Repeater/ Doubler Housing	Card	Total Materials	Total Materials and Labor	Common Cost Factor	Total Cost Plus Common
- Repeater Enclosure and Card	14.00	$ 46.55	$ 651.70	13.00	$ 43.95	$ 571.35	$ 785.90	$ 59.24	$ 845.14	$ 2,068.19	13.68%	$ 2,351.12
- Doubler Enclosure and Card	14.00	$ 46.55	$ 651.70	13.00	$ 43.95	$ 571.35	$ 785.90	$ 279.30	$ 1,065.20	$ 2,288.25	13.68%	$ 2,601.28

Notes:

The work order detail tab shows support for the Engineering and Installation work times.

The labor rates are from Sprint's UNE Docket 990649B-TP

The material cost for the repeater/doubler housing and card are Sprint's material cost for these items.

The common factor of 13.68% was approved by the Florida PUC in UNE Docket 990649-TP and affirmed in Collocation Docket (981834/990321-TP).

Activity No.	District	Buried/Aerial/UG	Activity Description	Housing Quantity	Engineering Hours (600192)	Installation Hours (600092)
39170284	Winter Park	Buried	Installation of Repeater Housing	1	-	8.00
					34.00	5.50
39162528	Naples	Buried	Installation of Housing Apparatus (2 slot) and Range Extender	1	10.25	-
39164509	NMOR	Buried	Adtran Dual Cable Housing and HDSL Range Extender	1	1.51	1.31
					25.85	29.69
39172840	Winter Park	Buried	Adtran 4 Slot Housing w/Adtran H4R Repeater	1	16.00	-
39173401	Spring Lake	Buried	Adtran 4 Slot Housing w/Adtran H4R Repeater	1	24.50	-
39177245	Naples	Buried	Adtran Housing w/Adtran H4R Repeater	1	24.00	-
39159954	Winter Park	UG	Installation of OSP Housing (10 Slot) and Doubler Card	1	17.91	22.19
					6.09	7.56
39164007	Winter Park	Buried	Installation of HRE 458 OSP Housing (10 Slot) and Doubler Card	1	16.00	7.50
39159184	Winter Park	Buried	Installation of OSP Housing (20 slot) and Doubler Cards (4)	1	16.00	2.00
39146038	Winter Park	Buried	Installation of HRE 458 OSP Housing (10 Slot) and Doubler Card	1	-	14.00
					8.00	34.00
39147465	Winter Park	Buried/UG	Installation of OSP Housing (10 Slot), Doubler Card and 25' Cable Stub	1	-	26.47
					6.94	2.81
					-	34.53
39167382	Kissimmee	Buried	ADC 12 Slot Enclosure w/ADC HDU-404 Doubler	1	19.26	-
39169742	Kissimmee	Buried	ADC 12 Slot Enclosure w/ADC HDU-404 Doubler	1	12.50	-
39127793	Casslebury	Buried	ADC HRE 458 OSP Housing (10 Slot) w/HDU-409 Doubler Card	1	-	4.00
39156018	Casselbury	Buried	ADC HRE 458 OSP Housing (10 Slot)	1	-	5.00
39147906	Winter Park	UG	ADC HRE 458 OSP Housing (10 Slot) w/HDU-409 Doubler Card	1	10.00	8.00
					16.00	-
39168504	SHRD	Buried	Charles Ind. 12 Slot Repeater w/ADC HDU-409 Doubler	1	-	2.76
39171375	Altamonte Springs	Buried	ADC Outdoor Enclosure (8 slot) w/HDSL Range Extender	1	8.00	9.00
39119337	Winter Park	Buried	ADC HRE 458 OSP Housing (10 Slot)	1	-	9.48
					-	10.79
					-	8.52
					-	9.71
39134213	Avon Park	Buried	Charles Industries 12 Slot Repeaters (4), Repeater Mounts (4), Westell Repeaters (2!	4	-	32.01
					51.51	21.22
39163459	STCD	Buried	Charles Industries Repeater Housing (12 slot) w/ADC HDU-409 Doubler	1	8.00	5.00
					-	1.00
			Totals	24	332.32	322.05
			Per Doubler/Repeater		13.85	13.42

Note: All Work Activities are Florida Work Activities



MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE

OF

FLORIDA

Florida Digital Network, Inc., d/b/a FDN Communications

and

Sprint – Florida, Incorporated

Effective: _____, 20__

Ending: _____, 20__

THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF THE SPRINT OPERATING TELEPHONE COMPANIES WITH RESPECT TO INTERCONNECTION AND RESALE. SPRINT RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND/OR ATTACHMENTS THERETO, AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT BY BOTH PARTIES. FDN MAKES THE SAME RESERVATION. THIS DOCUMENT IS NOT AN OFFER., NOR DO FDN'S COMMENTS OR LACK OF COMMENTS HEREIN CONSTITUTE AN OFFER OR ACCEPTANCE. ~~TO THE EXTENT THE PARTIES AGREE TO ALSO NEGOTIATE NETWORK ELEMENTS, SERVICES, OR INTERCONNECTION RATES, TERMS AND CONDITIONS NOT GOVERNED BY 47 U.S.C. 251 ("NON-251 SERVICES"), THE PARTIES AGREEMENT TO NEGOTIATE BOTH TYPES OF SERVICES DOES NOT MAKE THE NON-251 SERVICES SUBJECT TO THE~~

~~PROVISIONS OF 47 U.S.C. 252 AND DOES NOT TRIGGER THE VARIOUS PROCESSES UNDER SECTION 252, INCLUDING THE RIGHT TO COMPULSORY ARBITRATION OF THE RATES, TERMS AND CONDITIONS FOR NON-251 SERVICES. FURTHER, CLEC AGREES NOT TO ARGUE THAT AGREEMENT TO DISCUSS BOTH 251 AND NON-251 SERVICES CONSTITUTES AN AGREEMENT BY SPRINT THAT THE NON-251 SERVICES ARE SUBJECT TO 252.~~

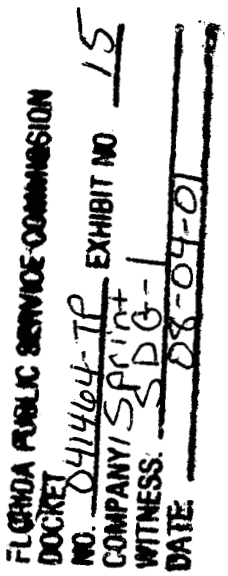


TABLE OF CONTENTS

		Page No.
1.	DEFINED TERMS	2
2.	SCOPE OF THIS AGREEMENT	15~~14~~
3.	NETWORK CHANGES	15~~14~~
4.	REGULATORY APPROVALS	15~~14~~
5.	TERM AND TERMINATION	16~~15~~
6.	POST EXPIRATION INTERIM SERVICE ARRANGEMENTS	17~~16~~
7.	CHARGES AND PAYMENT	18~~17~~
8.	AUDITS AND EXAMINATIONS	19~~18~~
9.	INTELLECTUAL PROPERTY RIGHTS	21~~20~~
10.	LIMITATION OF LIABILITY	22~~21~~
11.	INDEMNIFICATION	22~~21~~
12.	BRANDING	23~~22~~
13.	REMEDIES	24~~23~~
14.	CONFIDENTIALITY AND PUBLICITY	24~~23~~
15.	DISCLAIMER OF WARRANTIES	25~~24~~
16.	ASSIGNMENT AND SUBCONTRACT	26~~25~~
17.	GOVERNING LAW	26~~25~~
18.	RELATIONSHIP OF PARTIES	26~~25~~
19.	NO THIRD PARTY BENEFICIARIES	27~~26~~
20.	NOTICES	27~~26~~
21.	WAIVERS	27~~26~~
22.	SURVIVAL	28~~27~~
23.	FORCE MAJEURE	28~~27~~
24.	DISPUTE RESOLUTION	28~~27~~
25.	COOPERATION ON FRAUD	29~~28~~
26.	TAXES	29~~28~~

27. AMENDMENTS AND MODIFICATIONS 3332
28. SEVERABILITY 3332
29. HEADINGS NOT CONTROLLING 3332
30. ENTIRE AGREEMENT 3332
31. SUCCESSORS AND ASSIGNS 3433
32. IMPLEMENTATION PLAN 3433
33. FEDERAL JURISDICTIONAL AREAS 3433
34. USE OF FACILITIES 3534
35. PRICE SCHEDULE 3635
36. SECURITY DEPOSIT 3736
37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE 4039
38. GENERAL TERMS AND CONDITIONS 4039
39. GENERAL 4342
40. USE OF UNBUNDLED NETWORK ELEMENTS 4342
41. BONA FIDE REQUEST PROCESS 4443
42. INDIVIDUAL CASE BASIS PRICING 4645
43. NETWORK INTERFACE DEVICE 4645
44. LOOP 4746
45. SUBLOOPS 5554
46. OPERATIONS SUPPORT SYSTEMS (OSS) 5756
47. LOOP MAKE-UP INFORMATION 5756
48. LOCAL CIRCUIT SWITCHING 5857
49. DEDICATED TRANSPORT 5958
50. UNE COMBINATIONS AND EELS 6665
51. INTENTIONALLY LEFT BLANK 7271
52. LINE SPLITTING 7372
53. MODIFICATIONS TO SPRINT'S EXISTING NETWORK 7473
54. LOCAL INTERCONNECTION TRUNK ARRANGEMENT 7776

55. INTERCARRIER COMPENSATION 7977

56. SIGNALING NETWORK INTERCONNECTION 8581

57. TRUNK FORECASTING 8783

58. NETWORK MANAGEMENT 8884

59. USAGE MEASUREMENT 8985

60. TRANSIT TRAFFIC 9086

61. INDIRECT TRAFFIC 9187

62. RESPONSIBILITIES OF THE PARTIES 9490

63. INTRODUCTION 9692

64. TESTING 9793

65. ENGINEERING AND MAINTENANCE 9793

66. E911/911 9793

67. BILLING FOR PORTED NUMBERS 9894

68. CALL-RELATED DATABASES 9995

69. PROCEDURES 10197

70. ORDERING AND PROVISIONING 10298

71. BILLING 109105

72. PROVISION OF USAGE DATA 111107

73. GENERAL NETWORK REQUIREMENTS 116112

74. MISCELLANEOUS SERVICES AND FUNCTIONS 118114

75. GENERAL 130126

76. SCOPE OF COLLOCATION TERMS 131127

77. TERMINATION OF COLLOCATION SPACE 131127

78. COLLOCATION OPTIONS 132128

79. DEMARCATION POINT 137133

80. APPLICATION PROCESS 137133

81. SPACE RESERVATION 141137

82. PROVISIONING INTERVALS 141137

83. CONSTRUCTION AND COMMENCEMENT OF BILLING ..... 141~~137~~

84. EQUIPMENT ..... 143~~139~~

85. AUGMENTS AND ADDITIONS ..... 144~~140~~

86. USE OF COMMON AREAS ..... 144~~140~~

87. CO-CARRIER CROSS CONNECTION ..... 145~~141~~

88. CROSS-CONNECTS TO SPRINT SERVICES ..... 146~~142~~

89. RATES ..... 146~~142~~

90. SPRINT SERVICES AND OBLIGATIONS ..... 147~~143~~

91. CLEC'S OBLIGATIONS ..... 152~~148~~

92. BUILDING RIGHTS ..... 159~~155~~

93. INSURANCE ..... 160~~156~~

94. INDEMNIFICATION ..... 162~~158~~

95. LIMITATION OF LIABILITY ..... 163~~159~~

96. PARTIAL DESTRUCTION ..... 163~~159~~

97. EMINENT DOMAIN ..... 164~~160~~

98. BANKRUPTCY ..... 165~~161~~

99. ASBESTOS ..... 165~~161~~

100. PRIOR COLLOCATION ARRANGEMENTS ..... 165~~161~~

101. MISCELLANEOUS ..... 167~~163~~

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this _____ day of _____, 20__, is entered into by and between Florida Digital Network, Inc., d/b/a FDN Communications ("CLEC"), a Delaware corporation, and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide these services; and

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Sprint is willing to provide unbundled network elements and services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Florida.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.

1.4. "Act" means the Communications Act of 1934, as amended.

1.5. "Affiliate" is as defined in the Act.

1.6. "Augment" refers to a modification (increase/addition or decrease/reduction) to an existing collocation arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the collocation arrangement.

1.7. "Automated Message Accounting" ("AMA") is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

1.8. "Automatic Location Identification" ("ALI") means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.

1.9. "Automatic Location Identification/Data Management System" ("ALI/DMS") means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

1.10. "Automatic Number Identification" ("ANI") is a feature that identifies and displays the number of a telephone line that originates a call.

1.11. "Automatic Route Selection" ("ARS") is a service feature associated with a specific grouping of lines that provides for automatic selection of the least

expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.12. "ATU - C" refers to an ADSL Transmission Unit - Central Office.

1.13. "Busy Line Verify/Busy Line Verify Interrupt" ("BLV/BLVI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.

1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays. Sprint holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a Sprint holiday falls on a Saturday, the preceding Friday shall be considered a Sprint holiday. If a Sprint holiday falls on a Sunday, the following Monday shall be considered a Sprint holiday.

1.15. "Business Line" is a Sprint-owned switched access line used to serve a business customer, whether by Sprint or by a competitive LEC that leases the line from Sprint. The number of business lines in a Wire Center shall equal the sum of all Sprint business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Sprint end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line "business lines."

1.16. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.

1.17. "Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.

1.18. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.

1.19. "Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:

1.19.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.

1.19.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.

1.19.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

1.20. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

1.21. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

1.22. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing CLEC's equipment within the Premises.

1.23. "Collocation Space" shall mean an area of space located in a Premises to be used by CLEC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.

1.24. "Commingle" means the act of Commingling.

1.25. "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that CLEC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.

1.26. "Commission" means the Florida Public Service Commission.

1.27. "Common Channel Signaling" ("CCS") is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

1.28. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

1.29. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.

1.30. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.

1.31. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

1.32. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops *(e.g.*, DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.

1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

1.34. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.

1.35. Intentionally Left Blank.

1.36. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.

1.37. "Day" means calendar days unless otherwise specified.

1.38. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.

1.39. "Dedicated Transport" includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by CLEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier. Dedicated Transport is limited to use of a single carrier and does not require switching at a Tandem Switch.

1.40. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.

1.41. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including

but not limited to 411, 555-1212, NPA-555-1212.

1.42. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

1.43. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

1.44. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

1.45. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.

1.46. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.

1.47. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.

1.48. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

1.49. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.

1.50. "Emergency Service Number" ("ESN") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

1.51. "Exchange Message Interface System" ("EMI") is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).

1.52. "End Date" is the date this Agreement terminates as referenced in 5.1.

1.53. "Enhanced Extended Link" ("EEL") for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.

1.54. "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

1.55. "FCC" means the Federal Communications Commission.

1.56. "Fiber-based Collocator" means any carrier, unaffiliated with Sprint, that maintains a collocation arrangement in Sprint's wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Sprint's Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act

1.57. "Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

1.58. "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").

1.59. "Grandfathered Service" means service which is no longer available for new customers and except pursuant to a transition period established by the FCC or Commission, is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

1.60. Intentionally Left Blank.

1.61. "Hybrid Loop" means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.

1.62. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.

1.63. "Interexchange Carrier" ("IXC") means a provider of interexchange Telecommunications Services.

1.64. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.

1.65. "ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that

is transmitted to an Internet Service Provider ("ISP") consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001.

1.66. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.

1.67. Intentionally Left Blank.

1.68. "Line Information Data Base" ("LIDB") means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.

1.69. "Live Load Capacity" as it relates to a CLEC's collocation space refers to the structural strength of the floor to support the weight of CLEC's property and equipment installed in the collocated space.

1.70. "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, FTTC Loops, FTTH Loops, DS1 loops, and DS3 loops. The Local Loop, includes, but is not limited to, two-wire and four-wire copper analog voice grade loops, and two-wire and four-wire loops that are conditioned (if necessary, pursuant to Section 53.3) to transmit the digital signals needed to provide services such as ISDN and DSL level services.

1.71. "Local Number Portability" ("LNP") means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.72. "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

~~1.64.~~1.73. "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs; except, however, CLEC may at its option, elect that "Local Traffic" shall mean all traffic originated and terminated in the same LATA, provided that the CLEC must bear responsibility for transporting all of its originated traffic to be terminated in the same LATA at least as far as the Tandem Switch serving the terminating subscriber. For ~~this~~ purpose of this definition, Local Traffic does not include any ISP-Bound Traffic. NO –

FL PSC reversed itself on the default definition using the originating carrier's LCA

1.74. "Mobile Wireless Service" means any mobile wireless telecommunications service, including any commercial mobile radio service.

1.75. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

1.76. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

1.77. "National Emergency Number Association" ("NENA") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

1.78. "Network Element" is as defined in the Act.

1.79. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.80. "Numbering Plan Area" ("NPA") (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.81. "NXX," "NXX Code," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

1.82. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions

(ATIS).

1.83. "Operator Services" provides for:

1.83.1. operator handling for call completion (e.g., collect calls);

1.83.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and

1.83.3. special services (e.g., BLV/BLI, Emergency Agency Call).

1.84. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.

1.85. "Parity" means the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Notwithstanding the foregoing, in no event shall service be inconsistent with Applicable Rules.

1.86. "P.01 Transmission Grade Of Service" ("GOS") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

1.87. "Parties" means, jointly, Sprint and CLEC, and no other entity, affiliate, subsidiary or assign, unless otherwise indicated in the Agreement.

1.88. "Party" means either Sprint or CLEC, and no other entity, affiliate, subsidiary or assign.

1.89. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

1.90. "Physical Collocation" is as defined in 47 CFR 51.5.

1.91. "Physical Point of Interconnection" ("Physical POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.

1.92. "Premises" is as defined in 47 C.F.R. 51.5.

1.93. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:

1.93.1. Composition of the loop material, i.e. fiber optics, copper;

1.93.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:

1.93.2.1. Digital Loop Carrier ("DLC") or other remote concentration devices;

1.93.2.2. Feeder/distribution interfaces;

1.93.2.3. Bridge taps;

1.93.2.4. Load coils;

1.93.2.5. Pair gain devices; or

1.93.2.6. Disturbers in the same or adjacent binders.

1.93.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

1.93.4. Wire gauge or gauges; and

1.93.5. Electrical parameters.

1.94. "Proprietary Information" shall have the same meaning as Confidential Information.

1.95. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point

must be located within the Rate Center area.

1.96. "Routing Point" means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may by any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

1.97. "Small Exchange Carrier Access Billing" ("SECAB") means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

1.98. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

1.99. "Signaling Transfer Point" ("STP") means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.

1.100. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

1.101. "Street Index Guide" ("SIG") is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.

1.102. "Switch" means a Central Office Switch as defined in this Part A.

1.103. "Synchronous Optical Network" ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

1.104. "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

1.105. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.106. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

1.107. "Telecommunications" is as defined in the Act.

1.108. "Telecommunications Carrier" is as defined in the Act.

1.109. "Telecommunications Service" is as defined in the Act.

1.110. "Tier 1" Wire Centers are those Sprint Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Sprint tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.

1.111. "Tier 2" Wire Centers are those Sprint Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.

1.112. "Tier 3" Wire Centers are those Sprint Wire Centers that are not Tier 1 or Tier 2 Wire Centers.

1.113. "Transit Service" means the delivery of Transit Traffic.

1.114. "Transit Traffic" means Local Traffic or ISP-Bound Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network or that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.

1.115. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.

1.116. Intentionally Left Blank.

1.117. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.

1.118. "Wire Center" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations, including any Sprint switches with line-side functionality

that terminate loops that are Reverse Collocated in non-Sprint premises, such as collocation hotels. The wire center boundaries define the area in which all customers served by a given wire center are located.

1.119. "xDSL" refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1. This Agreement, including Parts A through L, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

3. NETWORK CHANGES

3.1. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Unless prohibited by Applicable Rules, Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

4. REGULATORY APPROVALS

4.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting

to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules. Sprint may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, in the manner and upon the effective date approved by the Commission, or, in the absence of such direction from the Commission, on the effective date of the Commission Order, but in no event earlier than the Effective Date of this Agreement; however, neither Party waives any rights or defenses it has under any prior Agreement.

5. TERM AND TERMINATION

5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until _____ ("End Date"), unless earlier terminated in accordance with this Section, provided however that if CLEC has any undisputed outstanding past due obligations to Sprint under this Agreement's predecessor interconnection agreement, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with Sprint and has completed the Implementation Plan described in this Agreement.

5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.

5.3. Sprint may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement, upon ten (10) days written notice to CLEC.

5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.

5.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where CLEC is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole in part as to any particular exchange or group of exchanges where CLEC is not actually interconnecting and providing Telecommunications Services upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist CLEC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

6.1. No later than the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.

6.2. In the event that the Parties have not executed a successor agreement at the time of the End Date of this Agreement, it is the intent of the Parties to provide for post-expiration interim service arrangements so that service to the Parties' respective end users will not be interrupted. Therefore, except in the case of termination as a result of the events under sections 5.2, 5.3 or 5.5, services that CLEC ordered under this Agreement prior to the Agreement End Date may continue uninterrupted, and CLEC may place new orders, after the End Date at the written request of either Party, provided that CLEC has complied with Section 6.1 and the Parties either have a written agreement to continue negotiations or the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act. This post-End Date arrangement may continue only until the earlier to occur of (i) the Parties execute a successor agreement, subject to the approval of the Commission or the FCC, as necessary or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.

6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply, Sprint will continue to provide services pursuant to one of the following:

6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or

6.3.2. An existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.

7. CHARGES AND PAYMENT

7.1. In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part K.

7.2. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under Section 7.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

7.2.1. If an undisputed invoice is not paid within sixty (60) Days after the bill date, Sprint will suspend processing new orders and cancel any pending orders. Sprint will give CLEC 15 days advance notice prior to suspension of processing new orders and cancellation of pending orders, during which time CLEC will have opportunity to cure.

7.2.2. If the account remains undisputed and delinquent ninety (90) Days after the bill date, Sprint will terminate all services under this Agreement. Sprint will give CLEC 15 days advance notice prior to termination of services under this Agreement, during which time CLEC will have opportunity to cure.

7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. To avail itself of the foregoing, CLEC must file itemized, written disputes with Sprint's National Exchange Access Center ("NEAC"), National Access Service Center ("NASC"), or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Nothing contained herein shall preclude CLEC from disputing an invoice, in whole or in part, that it has already paid, in whole or in part. CLEC may dispute a paid invoice within a reasonable time from when the dispute was discovered, provided the services disputed were rendered within 12 months of when the was service rendered or within 12 months of the bill date, whichever is later.

7.4. Sprint will assess late payment charges to CLEC until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of

7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the due date to and including the date the customer actually makes the payment to Sprint, or

7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date CLEC actually makes the payment to Sprint.

7.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Section 36.

8. AUDITS AND EXAMINATIONS

8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense,

may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination reasonable support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.4 above.

8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on

checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

9.2. CLEC acknowledges that its right under this Agreement for Local Interconnection with Sprint's network and to unbundled and/or combine Sprint's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Sprint agrees to use its best efforts to obtain for CLEC, third party intellectual property rights, under commercially reasonable terms, to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as Sprint.

9.3. Sprint shall have no obligations to attempt to obtain for CLEC any third party intellectual property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by Sprint.

9.4. To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains intellectual property licenses, Sprint shall reveal to CLEC the name of the vendor, the intellectual property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

9.5. All costs associated with the extension of third party intellectual property rights to CLEC pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the intellectual property rights relate and apportioned to all requesting

CLEC using that unbundled network element including Sprint.

9.6. Sprint hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning CLEC's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Sprint agrees in Section 9.2 to use its best efforts to obtain.

10. LIMITATION OF LIABILITY

10.1. Except in cases of willful misconduct or gross negligence, or as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, except in cases of willful misconduct or gross negligence, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected. Notwithstanding the foregoing, Sprint shall pay all sums required under any Commission approved service quality plan.

11. INDEMNIFICATION

11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

11.2. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers with respect to any service or facilities provided by Sprint to CLEC under this Agreement.

11.3. Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers with respect to service or facilities provided by CLEC to Sprint under this Agreement.

11.4. The indemnifying Party under this Section agrees to defend any suit brought

against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

11.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for

11.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and

11.8.2. Consequential Damages (as defined in Section 10 above).

12. BRANDING

12.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

12.2. Other business materials furnished by Sprint to CLEC subscribers shall bear

no corporate name, logo, trademark or tradename.

12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.

12.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.

12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. REMEDIES

13.1. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

14. CONFIDENTIALITY AND PUBLICITY

14.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

14.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall

14.2.1. use it only for the purpose of performing under this Agreement,

14.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

14.3. Recipient shall have no obligation to safeguard Confidential Information

14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,

14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,

14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or

14.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

14.6. In connection with the sale of its products or services, neither Party may use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion. A Party receiving services under this Agreement may, as necessary, make factual reference to the trade name of the other party in response to direct inquiry from a particular end use customer or potential end use customer regarding the source of underlying services or the identity of a service technician. Nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising so long as the advertising is truthful and factual and does not otherwise infringe upon the intellectual property rights of the other Party. Neither party may intentionally misrepresent the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

14.7. Except as otherwise expressly provided in this Section 14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

15. DISCLAIMER OF WARRANTIES

15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

16. ASSIGNMENT AND SUBCONTRACT

16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

16.2. Except as provided in Section 16.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

17. GOVERNING LAW

17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

18. RELATIONSHIP OF PARTIES

18.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. NO THIRD PARTY BENEFICIARIES

19.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

20. NOTICES

20.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Sprint:	Director Local Carrier Markets Sprint 6450 Sprint Parkway KSOPHN0116-1B671 Overland Park, KS 66251	If to CLEC:	Michael P. Gallagher CEO FDN Communications 2301 Lucien Way Suite 200 Maitland, FL 32751
With a Copy to:	Senior Attorney Sprint External Affairs 1313 Blairstone Rd. Tallahassee, FL 32301-3021	With a Copy to:	Matthew Feil FDN Communications 2301 Lucien Way Suite 200 Maitland, FL 32751

20.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent, plus 5 days. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

21. WAIVERS

21.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

21.2. No course of dealing or failure of any Party to strictly enforce any term,

right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

21.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

22. SURVIVAL

22.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 7, 8, 9, 10, 11, 14, 19, 21, and 24.

23. FORCE MAJEURE

23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC. If all or part of this Agreement is properly noticed for termination in accordance with Sections 5.2, 5.3 or 5.5, a force majeure event which would otherwise excuse delay in a party's performance shall not extend a party's obligation to perform after the date of termination of the Agreement.

24. DISPUTE RESOLUTION

24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the

dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

24.4. After such period either Party may file a complaint with the FCC or the Commission.

25. COOPERATION ON FRAUD

25.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

26. TAXES

26.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be

imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

26.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.

26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto,

which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

26.4.6. Notwithstanding any provision to the contrary, the purchasing

Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

26.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27. AMENDMENTS AND MODIFICATIONS

27.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

28. SEVERABILITY

28.1. Subject to Section 4.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

29. HEADINGS NOT CONTROLLING

29.1. The headings and numbering of Sections and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

30. ENTIRE AGREEMENT

30.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, constitute the entire matter thereof,

and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

31. SUCCESSORS AND ASSIGNS

31.1. Subject to the terms of this Agreement, Sprint and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION PLAN

32.1. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

32.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part A Section 24.

33. FEDERAL JURISDICTIONAL AREAS

33.1. Article 1, § 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Sprint has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Sprint will provide CLEC with information regarding the provision of service on the Federal Enclave.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES

34.1. In situations where a competitive LEC (including CLEC) has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise or from another competitive LEC with the appropriate customer authorization for service from a customer at the same premise, the procedures below will apply.

34.1.1. Sprint will process such orders and provision services consistent with the terms contained in Section 70, of this Agreement.

34.1.2. Where CLEC is using a single facility to provide service to multiple end user customers, Sprint will not disconnect that facility as a result of the following procedures.

34.1.3. Sprint will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.

34.1.4. Customer with Existing Service Changing Local Service Provider

34.1.4.1. In situations where a competitive LEC (including CLEC) submits an order for an end user customer that is changing local service providers for existing service, and is not adding service (*i.e.,* an additional line), Sprint will process the service request at Parity, and provide the losing local service provider a customer loss notification consistent with industry standards.

34.1.5. Customer with Existing Service Adding New Service

34.1.5.1. In situations where an order is submitted for an end user customer adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

34.1.6. Customer Requesting New Service where Previous Customer has Abandoned Service

34.1.6.1. The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither Sprint nor the previous local service provider are aware

that the original end user customer has abandoned the service in place.

34.1.6.2. When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, Sprint shall notify CLEC via fax that it has had a request for service at the premise location that is currently being served by CLEC;

34.1.6.3. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;

34.1.6.4. If the losing local service provider does not respond and coordinate with Sprint within twenty-four (24) hours after receiving Sprint's notification referenced in 34.1.6.2 or if the losing local service provider responds relinquishing the facilities, Sprint shall be free to use the facilities in question and Sprint shall issue a disconnect order with respect to the losing local service provider at that location. If the losing local service provider responds stating that the service is working and should not be disconnected, Sprint will notify the carrier ordering service and request verification of the address and location or the submission of an order for an additional line

35. PRICE SCHEDULE

35.1. All prices under this agreement are set forth in the attachments designated Table One and Table Two of this Agreement are hereby incorporated into, and made a part of, this Agreement.

35.2. Subject to the provisions of Part B, Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35.3. Local Service Resale

35.3.1. The rates that CLEC shall pay to Sprint for Local Resale are as set forth in Table One of this Agreement and shall be applied consistent with the provisions of Part D of this Agreement.

35.4. Unbundled Network Elements

35.4.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table One of this Agreement.

35.5. Collocation

35.5.1. The charges that CLEC shall pay to Sprint for Collocation are set forth in Table Two of this Agreement.

35.6. Call Related Databases

35.6.1. The charges that CLEC shall pay to Sprint for Call Related Databases purchased pursuant to Part J are set forth in Table One of this Agreement.

36. SECURITY DEPOSIT

36.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. Except to the extent disputed pursuant to Section 7.3, above, a payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.

36.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Sprint.

36.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.

36.4. The security deposit shall be no more than two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

36.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Sprint for the discontinuance of service for non-payment of any sums due Sprint.

36.6. To the extent permitted by Section 36.4, above, Sprint may increase the

security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and CLEC will be considered in breach of the Agreement.

36.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC. Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

36.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) Days past due; or

36.7.2. when CLEC files for protection under the bankruptcy laws; or

36.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;

36.7.4. when this Agreement expires or terminates;

36.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth in this Section 36; or

36.7.5. CLEC fails to provide Sprint with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Sprint hereunder.

36.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Sprint will pay interest on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, of the cash deposit at the time the cash deposit is either credited to CLEC's account or when the cash deposit is returned to CLEC. No interest will accrue or be paid on letters of credit. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments (as defined in Section 36.1, above) for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

36.9. Any letter of credit issued to Sprint hereunder must meet the following requirements:

36.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then CLEC must obtain the prior written approval of such

bank by Sprint.

36.9.2. The letter of credit shall be in such form and on terms that are acceptable to Sprint.

36.9.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify Sprint of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, CLEC shall provide Sprint a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Sprint). If CLEC provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Sprint shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Sprint will provide the original, expiring letter of credit to CLEC.

36.9.4. If CLEC desires to replace any letter of credit issued to Sprint hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 36.

PART D - LOCAL RESALE

37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

37.1. At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to CLEC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to CLEC pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Sprint shall make available to CLEC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

38. GENERAL TERMS AND CONDITIONS

38.1. The prices charged to CLEC for Local Resale are the Sprint tariff retail prices, discounted as set forth in Part C of this Agreement.

38.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs

38.1.1.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

38.1.2. Sprint shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

38.1.3. [I need some explanation for the changes below. If FDN is reselling a Sprint promotion, for example, why would the Sprint agreement with the end user terminate and term liability be assessed only for FDN to have an agreement with the end user and term liability there too?] [We are not required to waive termination liabilities in resale situations, by analogy see TRO 692-706, previously addressed in various 271 proceedings, FCC declined to require "fresh look" period] Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and

Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. - For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Sprint will terminate and any applicable termination liabilities will be charged to the end-user customer.The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Sprint will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with section **Error! Reference source not found.~~Error! Reference source not found.Error! Reference source not found.~~**

What does Bell South do? [5/18 FDN: FDN believes that BellSouth permits the CLEC to assume the end user agreement such that termination liability charges are not accessed to the end user, but would be accessed on the CLEC if the CLEC terminated the agreement early.]

38.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.

38.1.5. For Telecommunications Services that are offered by Sprint to its end users and that are available for resale, the rules and regulations associated with Sprint's retail tariff(s) shall apply when the services are resold by CLEC. Use limitations shall be in parity with services offered by Sprint to its end users.

38.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Sprint shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, CLEC shall be prohibited from marketing its products using the Sprint product name (e.g., CLEC may purchase the features package called "Sprint Essential" but shall be prohibited from reselling this product using the Sprint brand name or the Sprint product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Sprint will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.

38.1.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface)

where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.

38.1.8. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.

38.1.9. LIDB Administration

38.1.9.1. Sprint shall maintain customer information for CLEC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

38.1.9.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as CLEC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

38.1.10. Sprint will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from CLEC. Sprint will bill and CLEC will pay any PIC change charges. Sprint will only accept said requests for PIC changes from CLEC and not from CLEC's end users.

PART E - NETWORK ELEMENTS

39. GENERAL

39.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs"). CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide.

39.2. The Parties acknowledge that this Agreement is a negotiated document and no provision of this Agreement constitutes a waiver of the rights of either Party to argue any position or make any defense, whether consistent with the terms of this Agreement or not, in any proceedings which do not directly involve a dispute over the rates, terms and conditions of this Agreement, including but not limited to any proceedings regarding the rules or orders of, or appeals of the rules or orders of, the FCC or Commission regarding the services provided pursuant to this Agreement.

40. USE OF UNBUNDLED NETWORK ELEMENTS

40.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

40.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or tariff services obtained from Sprint as provided for in this Agreement.

40.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.

40.4. CLEC may use Network Elements provided under this Agreement for any Telecommunications Service and as permitted by Applicable Rules, subject to the restrictions listed below.

40.4.1. Any combination of high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility) or

Dedicated Transport, to the extent available, both of which are provided by Sprint is subject to the EEL use restrictions in Section **Error! Reference source not found.**~~**Error! Reference source not found.**~~50.4.4. Such restrictions apply irrespective of the manner in which the loops and transport are combined.

40.4.2. CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities FDN 5/18: whose sole purpose is connecting Sprint's network and a CMRS carrier's network do not qualify as UNEs and will not be available to CLEC as UNEs.

40.4.3. CLEC can use Network Elements provided by Sprint for an information service only to the extent the same Network Elements are also used to provide a telecommunications service Sprint Alternative: CLEC must use any UNE purchased from Sprint for the purpose of providing local exchange services. CLEC may use a UNE for the provision of interexchange or information services if CLEC is also providing local exchange services over the same UNE

5/12 FDN agreed, but wants to check

5/18 FDN proposal: If CLEC accesses or uses a UNE or Combination of UNEs to provide local exchange service or Telecommunications Service in a manner consistent with Applicable Rules, CLEC may also use that UNE or Combination of UNEs to provide any Telecommunications Service or information service over the same UNE or Combination of UNEs, including but not limited to provision of Mobile Wireless Service, Interexchange Service or inputs for Mobile Wireless Service or Interexchange Service.

~~. CLEC can also use UNEs for a non-local service as long as CLEC is using such UNEs to provide a meaningful amount of Local Traffic.~~

40.4.4. CLEC may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocator to provide retail interexchange services exclusively. Facilities FDN 5/18: whose sole purpose is connecting Sprint's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs.

40.4.5. CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.

41. BONA FIDE REQUEST PROCESS

41.1. Sprint shall promptly consider and analyze CLEC's requests for unbundled network elements that are not currently developed by Sprint, network information that is reasonably required to determine what unbundled network elements it needs to serve a particular customer or changes to

Sprint work processes related to ordering, provisioning or installation of unbundled network elements with the submission of a Bona Fide Request ("BFR") hereunder. Services or combinations of UNEs not specifically covered by his Agreement, but which have previously provided to another carrier by the receiving Party, are not subject to the BFR process but shall be, at minimum, offered to the requesting party on the same rates, terms and conditions under which they were provided to the third-party carrier, provided, however, that the Parties must negotiate an amendment to this Agreement to incorporate terms, conditions and rates in accordance with Applicable Rules.

41.2. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.

41.3. CLEC may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

41.4. Within ten (10) calendar days of its receipt, the Sprint shall acknowledge receipt of the BFR.

41.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the Sprint shall provide to CLEC a preliminary analysis of such BFR.

41.6. Upon receipt of the preliminary analysis, CLEC shall, within thirty (30) calendar days, notify Sprint, in writing, of its intent to proceed or not to proceed.

41.7. Sprint shall promptly proceed with the BFR upon receipt of written authorization from CLEC. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

41.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Sprint shall provide to CLEC a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.

41.9. Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.

41.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

42. INDIVIDUAL CASE BASIS PRICING

42.1. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement. UNEs or combinations of UNEs not specifically covered by his Agreement, but which have previously provided to another carrier by the receiving Party, are not subject to the ICB process but shall be, at minimum, offered to the requesting party on the same rates, terms and conditions under which they were provided to the third-party carrier, provided, however, that the Parties must negotiate an amendment to this Agreement to incorporate terms, conditions and rates in accordance with Applicable Rules.

42.2. Sprint will process ICB Pricing requests upon receipt from the CLEC. Sprint will provide CLEC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

43. NETWORK INTERFACE DEVICE

43.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.

43.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.

43.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. CLEC may disconnect the end user inside wire from Sprint's NID and connect it to CLEC's own loop facilities apart from Sprint's NID. Sprint shall not be liable for such arrangement. Sprint will provide one NID termination with each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in the Bona Fide Request Section herein.

43.4. Sprint will provide CLEC with information that will enable CLEC's technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the

CLEC's request. In such cases the charges specified in Table One will apply.

43.5. Sprint will not provide specialized (Sprint non-standard) NIDS.

43.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.

43.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table 1. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table 1.

44. LOOP

44.1. Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section 53.

44.2. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch. To the extent CLEC requests testing that Sprint does not provide to its own customers or affiliates and which would require Sprint to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate Sprint for costs incurred to provide such testing at a rate determined in accordance with Applicable Rules. Request for additional testing must be submitted pursuant to the BFR Process in Section 41.

44.2.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").

44.2.2. Cooperative testing will be provided by Sprint at CLEC's expense. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not answer the telephone call of the Sprint technician or representative within 3 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.

44.2.3. Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC end user's side of the Demarcation Point.

44.3. Analog Loop Capabilities

44.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC's end user's premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.

44.3.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, based on available facilities.

44.4. Digital Loops

44.4.1. Sprint will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in Section 44.8. On digital Loops, Sprint will only provide electrical continuity and line balance.

44.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.

44.4.3. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

44.5. Non-Standard Digital Loops

44.5.1. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 44.4 are applicable.

44.6. DS1 Loops

44.6.1. Subject to the cap in Section 44.6.2, Sprint will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that Sprint has determined meet these requirements as of the date of this Agreement are listed on Exhibit A.

44.6.2. CLEC may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. If CLEC has more than ten DS1 loops to a single building CLEC will transition any DS1 loops in excess of ten to another service within 90 days.

44.6.3. For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 44.6.1 and 44.6.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for such DS1 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

44.6.4. Where Sprint is not required to provide unbundled DS1 loops pursuant to Sections 44.6.1 and 44.6.2, CLEC may not obtain new DS1 loops as UNEs.

44.6.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 loops for the identified wire centers 30 days after the date of the notice, subject to ~~unless CLEC disputes Sprint's determination, invokes~~ the Dispute Resolution section ~~provision~~ of this Agreement. ~~and self certifies UNE eligibility pending resolution of the dispute~~ If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the Parties will abide the Commission's decision 5/18 FDN: in that dispute, provided CLEC is given notice pursuant to Section 20 of this Agreement by Sprint within 10 days of such dispute proceeding being filed with the Commission and CLEC may participate in such proceeding as a party. ~~.~~ Any DS1 loops ~~from the wire centers identified in the notice which are~~ leased from Sprint on the date of the notice shall be available for a 12-month period from the

date of the notice at ~~and subject to~~ a rate ~~equal~~ that is equal to 115% of the rate CLEC paid on the date of the notice.

44.6.5.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

44.7. DS3 Loops

44.7.1. Subject to the cap described in Section 44.7.2, Sprint shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that Sprint has determined meet these requirements as of the date of this Agreement are listed on Exhibit A.

44.7.2. CLEC may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops. If CLEC has more than one DS3 loops to a single building CLEC will transition any DS3 loops in excess of one to another service within 90 days.

44.7.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that CLEC leases from Sprint of that date, but which Sprint is not obligated to unbundle pursuant to Sections 44.7.1 and 44.7.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for such DS3 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

44.7.4. Where Sprint is not required to provide unbundled DS3 loops pursuant to Sections 44.7.1 and 44.7.2, CLEC may not obtain new DS3 loops as UNEs.

44.7.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 loops for the identified wire centers 30 days after the date of the notice, subject to ~~unless CLEC disputes Sprint's determination, invokes~~ the Dispute Resolution section~~provision~~ of this Agreement. ~~and self-certifies UNE eligibility pending resolution of the dispute~~ If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the Parties will abide the

Commission's decision 5/18 FDN: in that dispute, provided CLEC is given notice pursuant to Section 20 of this Agreement by Sprint within 10 days of such dispute proceeding being filed with the Commission and CLEC may participate in such proceeding as a party. . Any DS3 loops ~~from wire centers identified in the notice which are~~ leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice ~~and subject to~~at ~~at~~ a rate ~~equal~~ that is equal to 115% of the rate CLEC paid on the date of the notice.

44.7.5.1 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

44.8. Adherence to National Industry Standards

44.8.1. In providing advanced service loop technology, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

44.8.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

44.8.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

44.8.2.2. Is approved by an industry standards body, the FCC, or any state commission or;

44.8.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.

~~44.6.2.4.~~44.8.2.4. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 44.8.2.3~~44.8.2.3~~~~44.6.2.3~~, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

44.8.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

~~44.6.4.~~44.8.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant

to Section 44.8.2~~44.8.2~~44.8.2~~44.6.2~~, the degraded service shall not prevail against the newly deployed technology.

44.8.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

44.8.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.

44.8.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:

44.8.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

44.8.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

44.8.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

~~44.6.7.4.4~~4.8.7.4. As an alternative to Section 44.8.7.1~~44.8.7.1~~44.8.7.1~~44.6.7.1~~, CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard," and subsequent revisions of this document.

44.9. Information to be Provided for Deployment of Advanced Services

44.9.1. Upon request, Sprint shall provide to CLEC:

44.9.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

44.9.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

44.9.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

44.9.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

44.9.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

44.9.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

44.9.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

44.10. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

44.10.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will

44.10.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or

44.10.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

44.10.2. When CLEC requests Sprint to provide access to a hybrid loop for the provision of broadband services, Sprint shall provide access in accordance with § 51.319(a)(2)(ii) of the FCC's rules.

44.11. Fiber Loops

44.11.1. Dark Fiber Loops

44.11.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not

been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

44.11.1.2. Sprint is not required to provide CLEC with access to dark fiber loop on an unbundled basis.

44.11.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that CLEC leases from Sprint as of March 1, 2005 shall be available for lease from Sprint at the rate on Table One. The charges for dark fiber loop are subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. CLEC may not obtain new dark fiber loops as UNEs.

44.11.1.4. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. By September 10, 2006, CLEC must transition the UNEs to alternative facilities or arrangements.

44.12. FTTH and FTTC Fiber Loops

44.12.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Sprint has deployed a FTTH Loop or FTTC Loop to a customer end user premises that previously has not been served by any loop facility. For purposes of this Section, the term "customer end user premises" does not apply to enterprise customers.

44.12.2. Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Sprint has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that (for purposes of this Section, the term "customer end user premises" does not apply to enterprise customers):

44.12.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.

44.12.2.2. If Sprint deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.

44.12.2.3. If Sprint deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of

voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis.

44.12.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

44.13 Tag and Label. At CLEC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

44.12.3. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.

44.12.4. CLEC must specify on the order form whether each Loop should be tagged and labeled.

44.12.5. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

45. SUBLOOPS

45.1. Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops that have ~~never~~ been ordered from Sprint by any CLEC through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. Once a type of subloop has been provisioned to any CLEC in the state of this Agreement, Sprint shall FDN 5/18: at a minimum, offer such subloop to CLEC on the same rates, terms and conditions under which provided to the third-party carrier, provided, however, that the Parties must negotiate an amendment to this Agreement to incorporate terms, conditions and TELRIC compliant rates for such subloop. Delete: make available such subloop under the same or more favorable terms, conditions and charges to other requesting CLECs, upon execution of an amendment or other acceptance of pricing by CLEC.

45.1.1. Sprint is not required to provide CLEC access to dark fiber subloops.

45.2. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's

outside plant, including inside wire owned or controlled by Sprint, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE. To facilitate CLEC access to the copper subloop UNE, Sprint will provide, upon site-specific request, access to the copper subloop at a splice near the Sprint remote terminal. CLEC will compensate Sprint for providing such access in accordance with Applicable Rules.

45.2.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

45.3. Multiunit premises wiring. Sprint will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

45.3.1. An accessible terminal is any point in Sprint's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

45.3.2. Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

45.4. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

45.5. Deployment of advanced services by CLEC over subloops will be in

accordance with the terms included in 44.8~~44.8~~44.8~~44.6~~ and 44.9~~44.9~~44.9~~44.7~~ of this section.

45.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

46. OPERATIONS SUPPORT SYSTEMS (OSS)

46.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services.

47. LOOP MAKE-UP INFORMATION

47.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.

47.2. Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.

47.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.

47.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.

47.5. Sprint may provide the requested Loop Make-Up Information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop

Make-Up Information.

47.6. If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

47.6.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;

47.6.2. If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and

47.6.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 0053.2 of this Agreement.

48. LOCAL CIRCUIT SWITCHING

48.1. DS0 Capacity (i.e. mass market)

48.1.1. Sprint is not required to provide access to local circuit switching on an unbundled basis to CLEC for the purpose of serving end-user customers using DS0 capacity loops.

48.1.2. CLEC shall migrate its embedded base of end-user customers off of the unbundled local circuit switching element, including local circuit switching provided as part of UNE-P, to an alternative arrangement within 12 months of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. CLEC must have completed the transition of the UNEs to alternative facilities or arrangements by the end of the twelve month period.

48.1.3. Notwithstanding the above section, for a 12-month period from March 11, 2005, Sprint shall provide access to local circuit switching, including local circuit switching provided as part of UNE-P, on an unbundled basis for CLEC to serve its embedded base of end-user customers. The price for unbundled local circuit switching, including local circuit switching provided as part of UNE-P, obtained pursuant to this section is set forth on Table One. CLEC will true-up the rates paid for local circuit switching, including local circuit switching provided as part of UNE-P, back to March 11, 2005. CLEC may not obtain new local circuit switching as an unbundled network element.

48.2. Elements related to the local circuit switching element will made available on an unbundled basis to CLEC to the extent that CLEC is entitled to unbundled local circuit switching as set forth above.

48.2.1. Sprint will provide CLEC with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Sprint is required to provide unbundled local circuit switching as set forth above.

48.3. Sprint is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

48.4. Sprint is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

49. DEDICATED TRANSPORT

49.1. Sprint shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Sprint's wire centers or switches and another of Sprint's wire centers or switches. A route between two points (*e.g.*, wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (*e.g.*, wire center or switch "X"). Transmission paths between identical end points (*e.g.*, wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

49.1.1. Sprint is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of incumbent LEC wire centers (i.e. entrance facilities). Further, Sprint is not obligated to provide OC-N and above Dedicated Transport facilities as a UNE.

49.2. Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

49.2.1. Sprint shall unbundle DS1 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 wire centers. The Wire Centers that Sprint has determined meet the Tier 1 requirements as of the date of this Agreement are listed on Exhibit A. Sprint will unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

49.2.2. CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis [FDN 4/26: and DS3 dedicated

transport is not available on an unbundled basis.] [See 51.319(e)(2)(ii)(B), additional language not in rule Use 49.2.3 for transition]~~and DS-3 dedicated transport is not available on an unbundled basis~~ [FDN 5/18 With regard to the DS-3 modifier, paragraph 128 of the TRRO makes this modifier clear. The specific text of an order governs the rule -- that's black letter law..] [I still do not have the back-up support for Sprint's list of COs.]

49.2.3. For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to Sections 49.2.1 and 49.2.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for such DS1 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS1 transport pursuant Sections 49.2.1 and 49.2.2, CLEC may not obtain new DS1 transport as unbundled network elements as of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

49.2.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes 30 days after the date of the notice, subject ~~unless CLEC disputes Sprint's determination, invokes~~to the Dispute Resolution section ~~provision~~ of this Agreement ~~and self-certifies UNE eligibility pending resolution of the dispute~~. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the Parties will abide the Commission's decision FDN 5/18: in that dispute, provided CLEC is given notice pursuant to Section 20 of this Agreement by Sprint within ten days of such dispute proceeding being filed with the Commission and CLEC may participate in such proceeding as a party. ~~.~~Any DS1 Dedicated Transport ~~from the wire centers identified in the notice which are~~ leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice ~~and subject to~~at ~~at~~ a rate that is equal to ~~that is~~ 115% of the rate CLEC paid on the date of the notice.

49.2.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

49.3. Dedicated DS3 transport shall be made available to CLEC on an unbundled

basis as set forth below. Dedicated DS3 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

49.3.1. Sprint shall unbundle DS3 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in this Agreement, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. The Wire Centers that Sprint has determined meet the Tier 1 or Tier 2 requirements as of the date of this Agreement are listed on Exhibit A. Sprint will unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

49.3.2. CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

49.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to sections 49.3.1 and 49.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. CLEC will true-up the rates paid for such DS3 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS3 transport pursuant to sections 49.3.1 and 49.3.2, CLEC may not obtain new DS3 transport as unbundled network elements. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

49.3.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to ~~unless CLEC disputes Sprint's determination, invokes~~ the Dispute Resolution section~~provision~~ of this Agreement ~~and self-certifies UNE eligibility pending resolution of the dispute~~. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the Parties will abide the Commission's decision FDN 5/18: in that dispute, provided CLEC is given notice pursuant to Section 20 of this Agreement by Sprint within ten days of such dispute proceeding being filed with the Commission and CLEC may participate in such proceeding as a party. Any DS3 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice ~~and subject to at~~ at a rate that is

equal ~~that is~~ to 115% of the rate CLEC paid on the date of the notice.

49.3.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

49.4. Technical Requirements for DS1 and DS3 Dedicated Transport

49.4.1 Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:

49.4.1.1 When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3) shall be dedicated to CLEC designated traffic.

49.4.1.2 Where Sprint has technology available, Sprint shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

49.5. Dedicated Dark Fiber Transport

49.5.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

49.5.2. Sprint will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement as follows:

49.5.2.1 Sprint shall unbundle dark fiber transport between any pair of Sprint Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Sprint will unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center. The Wire Centers that Sprint has determined meet these requirements as of the date of this Agreement are listed on Exhibit A.

49.5.2.2 Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that CLEC leases from Sprint, where Sprint is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. CLEC will true-up the rates paid for such dark fiber dedicated transport back to March 11, 2005. Where Sprint is not

required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE

49.5.2.3 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. By September 10, 2006, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

49.5.3 If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice, subject to ~~unless CLEC disputes Sprint's determination, invokes~~ the Dispute Resolution section~~provision~~ of this Agreement~~, and self-certifies UNE eligibility pending resolution of the dispute~~. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the Parties will abide the Commission's decision FDN 5/18: in that dispute, provided CLEC is given notice pursuant to Section 20 of this Agreement by Sprint within ten days of such dispute proceeding being filed with the Commission and CLEC may participate in such proceeding as a party. Any Dark Fiber Dedicated Transport leased from Sprint on the date of the notice shall be available for a 18-month period from the date of the notice at ~~and subject to at~~ a rate that is equal to ~~that is~~ 115% of the rate CLEC paid on the date of the notice.

49.5.3.1 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.

49.6. Fiber Availability

49.6.1. Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.

49.6.2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.

49.6.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

49.7. Interconnection Arrangements

49.7.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used

by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.

49.7.2. The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.

49.7.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at the CLEC's expense. This process is outside the scope of this agreement.

49.7.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the CLEC.

49.8. Dark Fiber Application and Ordering Procedure

49.8.1. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.

49.8.2. Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.

49.8.2.1. If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection. If the amount of dark fiber requested by the CLEC is not available and a smaller amount is available, then Sprint will inform CLEC that the smaller amount of Dark Fiber is available in its notice and reserve such smaller amount for CLEC for ten (10) business days.

49.8.2.2. CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.

49.8.3. If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.

49.8.4. After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.

49.8.5. The CLEC will submit a firm order for Dark Fiber via the local service request (LSR) or access service request (ASR), as appropriate.

49.8.6. By submitting the Dark Fiber firm order, the CLEC agrees to pay

quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.

49.8.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.

49.8.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:

49.8.7.1.1. CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date; or

49.8.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to CLEC.

49.9. Maintenance and Testing

49.9.1. Sprint is only responsible for maintaining the facilities that it owns.

49.9.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order and report the complete results of the end-to-end test to CLEC.

49.9.3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.

49.9.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.

49.9.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

49.10. Rules for Take Back

49.10.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.

49.10.2. Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.

49.10.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.

49.10.4. Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.

49.10.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

50. UNE COMBINATIONS AND EELS

50.1. CLEC may order Unbundled Network Elements either individually or in combinations, including EEL, as specifically set forth in this Section of the Agreement.

50.1.1. For the purpose of this section, "wholesale services" includes services CLEC procures for resale pursuant to 251(c)(4), exchange access service purchased from Sprint's access tariffs, and any other agreements between the Parties for wholesale services.

50.2. General Terms and Conditions

50.2.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network.

50.2.2. Pricing issue open [5/18 FDN Sprint's original draft included commingling services under this section – see 50.4.3 which talks about combinations and commingling. FDN was merely building on that draft.] CLEC may commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. [Sprint did not include a rate for this in its petition, nor provide FDN

with a proposed rate up to this point, so FDN will oppose Sprint attempts to formulate such a rate now. FDN does not agree to Sprint's totally open-ended attempt at cost recovery.] Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff or agreement, or at an applicable resale discounts pursuant to this Agreement. Sprint will provide CLEC access to EEL or commingled service as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use EEL or commingled service to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNEs or commingled UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 41 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

50.2.3. The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC. However, Sprint will perform routine network modifications at parity with the modifications it performs for its own customers, as set forth in Section 53.

50.3. Specific Combinations and Pricing

50.3.1. In order to facilitate the provisioning of EELs and commingled services, Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

50.4. Sprint Offers the Following Combinations of Network Elements and Commingled Services.

50.4.1. Embedded Base of Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the existing combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

50.4.1.1. Sprint will continue to provide existing combinations of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, to the extent Sprint is required to provide unbundled local switching as set forth in Section 48 above, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable

Service Order Charge until March 10, 2006. Sprint will also bill CLEC for applicable Usage Data Recording and Transmission Charges as indicated in Table One.

50.4.1.2. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

50.4.1.3. Reciprocal compensation for VOICE UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.

50.4.1.4. Sprint will provide originating and terminating access records to CLEC for access usage over VOICE UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC. Sprint will bill CLEC at the rate set forth in Table 1 for these records.

50.4.1.5. Sprint will provide CLEC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 41 of this Agreement. Sprint will bill CLEC at the rate set forth in Table 1 for these records.

50.4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements. CLEC may order EEL as specifically set forth in this Section of the Agreement.

50.4.2.1. Sprint will offer the combination of unbundled Loops with wholesale services and unbundled Dedicated Transport, where Sprint is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges will apply. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's end users.

50.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.

50.4.3. In order to obtain the EEL combinations below, a requesting CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, CLEC must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this section. Sprint will offer the following Combinations and Commingling:

50.4.3.1.1. Unbundled DS1 Loop combined with dedicated DS1 Transport.

50.4.3.1.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service .

50.4.3.1.3. Unbundled DS1 Loop combined with dedicated DS3 Transport.

50.4.3.1.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.

50.4.3.1.5. Unbundled DS3 Loop combined with dedicated DS3 Transport.

50.4.3.1.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.

50.4.3.1.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.

50.4.3.1.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.

50.4.3.1.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

50.4.4. EEL Eligibility Criteria

50.4.4.1. CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with

registration, tariffing, filing fee, or other regulatory requirement s applicable to the provision of local voice service in the area served;

50.4.4.2. The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

50.4.4.2.1. Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;

50.4.4.2.2. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;

50.4.4.2.3. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;

50.4.4.2.4. Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:

50.4.4.2.4.1. a collocation established pursuant to section 251(c)(6) of the Act and located at Sprint's premises within the same LATA as the CLEC's customer's premises, when Sprint is not the collocator; or

50.4.4.2.4.2. a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when Sprint is the collocator.

50.4.4.2.5. For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and

50.4.4.2.6. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

50.4.5. Sprint reserves the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. Sprint will hire, at its own expense, an independent auditor to perform the audit. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Sprint's audit rights in Part B of this Agreement.

51. INTENTIONALLY LEFT BLANK

52. LINE SPLITTING

52.1. Line Splitting

52.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

52.1.2. Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.

52.1.3. Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.

52.2. When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

~~50.~~53. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

~~50.1.~~53.1. Modifications to Unbundled Loop

~~50.1.1.~~53.1.1. Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates or other rates, in accordance with Table One, or Sprint will

provide a price quote via the ICB process. [This requires discussion. Sprint seems to propose certain network modification rates, but has not provided FDN any cost support, though FDN has requested same. Nor has Sprint defined what Special Construction means.] ["Special Construction" is defined in Section A5, paragraph B of Sprint's "General Exchange Tariff" approved in 1997 by the Florida PSC. Sprint charging for Special Construction of doublers/repeaters are rare. In most situations, Sprint is installing doublers/repeaters in quantities due to market demand, so they are being installed as part of the normal course of business. In those situations, the CLEC is not charged the extra NRC for the repeater/doubler] [FDN 5/18: If that's the case, then the paragraph should say that this at the end: Where Sprint would perform network modifications for its own benefit in the normal course of its business due to market demand and such network modifications also meet a CLEC requirement, Sprint will not charge CLEC for the network modification.]

53.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; and, deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activiate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

~~50.1.1.2.~~53.1.1.2. Sprint is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

53.2 Modifications to Dedicated Transport

53.1.2. Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the

specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates.—OK Sprint will provide routine network modifications at the rates on Table One, or Sprint will provide a price quote via the ICB process. [This requires discussion. Sprint seems to propose certain network modification rates, but has not provided FDN any cost support, though FDN has requested same. Nor has Sprint defined what Special Construction means.] FDN 5/18: Where Sprint would perform network modifications for its own benefit in the normal course of its business due to market demand and such network modifications also meet a CLEC requirement, Sprint will not charge CLEC for the network modification. ~~or have not been recovered through other rates.~~

53.1.2.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

53.3 Loop Conditioning

53.1.3. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Sprint recommends that CLEC utilize the Loop Make-Up process in Section 47 prior to submitting orders for loops intended for advanced services.

PART F - INTERCONNECTION

54. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

54.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

54.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic.

54.1.1.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

54.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

54.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

54.2. Points of Interconnection

~~51.2.1.~~54.2.1. Physical Point of Interconnection. Unless interconnecting with Sprint on an indirect basis subject to Section 60, CLEC must establish a minimum of one Physical POI within each LATA, at any technically feasible point, on Sprint's network. To the extent CLEC terminates traffic to Sprint end-users served by different tandems, CLEC FDN 5/18: may, as provided below, ~~must~~ interconnect at each tandem where it terminates traffic. TO BE resolved with Local Traffic definition.

~~51.2.1.1.~~54.2.1.1. CLEC will be responsible for engineering and maintaining its network on its side of the ~~Physical~~ CLEC POI ~~and Sprint POI~~. Sprint will be responsible for engineering and maintaining its network on its side of the ~~Physical~~ CLEC POI ~~and Sprint~~ POI. Sprint reserves the right to provide its own transport to CLEC's network for the delivery of Sprint originated traffic as provided for herein. Same as above, and also rejected by PSC in generic proceeding. AT&T proposed same two carrier POI conecpt

54.2.1.2. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan.

Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.

54.2.1.3. If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the Physical POI will be defined as the Sprint office in which the third party's leased circuit terminates.

54.3. Technical Requirements for Interconnection

54.3.1. Interconnection at the Sprint Tandem:

54.3.1.1. Interconnection to Sprint Tandem Switch(es) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.

54.3.1.2. Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

54.3.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.

54.3.1.4. [FDN proposal 5/18:] Where there is more than one Tandem Switch in a LATA and CLEC has established only one Physical POI in the LATA, Sprint shall be responsible for providing inter-tandem access from the POI, provided, however, that by electing only one Physical POI in the LATA, CLEC must establish and accept a virtual point of interconnection ("Virtual POI") within each Sprint local calling area different from where the Physical POI is located, for those local calling areas served by tandem without a Physical POI. "Virtual POI" for purposes of this section means the point established in a Sprint local calling area (different from the Sprint local calling area where the Physical POI may be located) that delineates where CLEC's obligation to compensate Sprint for transport as provided in Section 55.2.2.

54.3.2. Interconnection at the Sprint End Office

54.3.2.1. Interconnection to Sprint End Office Switch will provide CLEC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.

55. INTERCARRIER COMPENSATION

55.1. Transport Compensation

55.1.1. Each Party is responsible for the transport of its originating traffic to the [FDN: Physical] POI . ~~Sprint is responsible for transport to the Physical Sprint POI. CLEC is responsible for transport to the CLEC POI when the Physical POI is within the same local calling area where the call originates.~~ See above

55.1.2. —

55.2. FDN 5/18: Except to the extent provided in 55.2.2, Compensation for Local Traffic Transport and Termination. The parties agree to "Bill and Keep" for the mutual intercarrier compensation mechanism for the termination of Local Traffic and ISP-Bound Traffic that originates on the network of one Party and terminates on the network of the other Party. Under Bill and Keep, each party retains the revenues it receives from end user customers and neither Party pays the other Party for terminating the traffic which is subject to the Bill and Keep arrangement.

~~52.2.~~55.2.1. The "Bill and Keep" arrangement is applicable if terminating traffic between the Parties is balanced within 10%. The Parties agree to cooperate on traffic studies and share results of such studies upon request of the other Party in order to detect an out of balance condition. Should a traffic study indicate an out of balance condition, the Parties shall begin to pay reciprocal compensation to each other, retroactive to the start of the traffic study.

55.2.2. FDN 5/18: Where Section 54.3.1.4 applies, CLEC will compensate Sprint for transport from the Virtual POI to the Physical POI at TELRIC based rates. If the local calling area is served by a Remote Switch, Sprint will charge CLEC for transport between the Central Office Switch and the Remote Switch at TELRIC based rates based on the volume of traffic between the host and remote.

~~55.1.3. The transport and termination charges for Local Traffic flowing through a Physical POI shall be as follows:~~

~~55.1.3.1. In a meet point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint a charge for interconnection to the tandem, Tandem Switching, common transport to the end office, and end-office termination.~~

~~55.1.3.2. When the Physical POI is at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.~~

~~55.1.3.3.Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than comparable to or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less that is not comparable to or greater than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination.~~

~~55.1.3.3.1.To validate the geographic area CLEC must provide documentation supporting the following:~~

~~55.1.3.3.1.1.that CLEC's switch serves a geographic area that is roughly the same size as the area served by the Sprint tandem switch;~~

~~55.1.3.3.1.2.that CLEC has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,~~

~~55.1.3.3.1.3.that CLEC is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.~~

~~55.1.3.4.CLEC may choose to establish a Physical CLEC POI at a Sprint end office, where technically feasible. For CLEC-originated calls, CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation payable by Sprint shall be the same as that detailed in Section 52.2.1.3 above.~~

~~55.2.The rates to be charged for the exchange of Local Traffic are set forth in Table One of this Part and shall be applied consistent with the provisions of Part F of this Agreement. The Parties agree to "Bill and Keep" for the mutual intercarrier compensation mechanism for the termination of all IntraLATA~~

and ISP-Bound Traffic on the network of one Party which originates on the network of the other Party.

55.2.1. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic and subject to Bill and Keep. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"). Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the ISP-Bound Traffic which is subject to the Bill and Keep compensation mechanism.

55.2.2. Bill and Keep does not apply to Local Traffic or ISP-Bound Traffic originated by CLEC or a third party, transiting Sprint's network, and terminated by CLEC or a third party (*i.e.* Transit Traffic) in which case applicable transit charges will apply as set forth in Table One. Sprint will not assume transport and termination liabilities on behalf of the calls originated by CLEC and terminated to a third party or originated by a third party and terminated by CLEC.

if CLEC accepts Sprint's offer – all traffic exchanged at the FCC rates:

55.3. The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are the rates established by the FCC as set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement. **[*Table One is FCC rates*]**

if CLEC rejects Sprint's offer substitute the following:

55.4. Local Traffic will be compensated at the contract rate set forth in Table One. ISP-Bound Traffic will be compensated at the rates established by the FCC as set forth in Table One. The rates shall be applied consistent with the provisions of Part F of this Agreement.

In state where Sprint has offered the FCC rates the following applies whether CLEC accepts or rejects:

~~55.4.1. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").~~

~~***Following provisions remain the same for all situations:***~~

55.3. Compensation for the termination of ~~toll~~ interLATA traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC ~~and Commission~~ Rules and Regulations and consistent with the provisions of Part F of this Agreement. No--restore Sprint's language, related to local calling area issue, why "and Commission" deleted?

55.4. RESTORE, see FL generic ruling [4/26: FDN can agree to ad back in as part of local calling area compromise.] 5/18 FDN proposes as a compromise to insert only the first sentence of the old virtual NXX language.] Calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs), are not local calls for purposes of intercarrier compensation and access charges shall apply. FDN wants to DELETE: For Sprint-originated traffic terminated to CLEC's Virtual NXXs, Sprint shall not be obligated to pay reciprocal compensation, including any shared interconnection facility costs, for such traffic.

55.5. restore Sprint's language or alternative language: Neither Party will knowingly send voice calls that are transmitted by a Party [FDN del:or for a Party at that Party's request], at any point, in whole or in part, via the public Internet or a private IP network over local interconnection trunks for termination as local traffic by the other Party, FDN 5/20 nor shall either Party engage a third party for the purpose of sending such calls where the Party has actual knowledge that the third party shall do so, until a mutually agreed Amendment is effective. Except that either Party may send the other VoIP traffic that is also Local Traffic based on the originating and terminating geographical locations prior to executing such amendment. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation in lieu of intrastate or interstate access. By entering into this Agreement, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings~~Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).~~

55.6. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

55.7. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for

reciprocal compensation purposes. Either Party may request the other's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by the requesting Party. Should the documentation indicate that the factor should be changed, the Parties will agree that the changes will be retroactive to the date on which the appropriate traffic study indicates. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

55.7.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic. The foregoing percentages shall be calculated on a quarterly basis. Sprint will adjust the percentage if CLEC can show transmitting CPN is technically infeasible.

55.8. Compensation for Shared Interconnection Facility

55.8.1. The transmission facility that connects Sprint and CLEC network is defined as the "Interconnection Facility." The Interconnection Facility may be a shared facility used by both parties to originate and terminate traffic.

55.8.1.1. Notwithstanding any other provision to the contrary, if CLEC provides one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Sprint and a third-party; lease of Sprint facilities, lease of third party facilities; or construction of its own facilities; the POI for the mutual exchange of traffic will be the Sprint office where the leased facility terminates.

55.8.1.2. CLEC may charge Sprint for Sprint's proportionate share of the recurring charges for transport facilities leased from Sprint based on the percentage of the total traffic originated by Sprint (excluding any toll traffic, and ISP Bound Traffic). CLEC will bill Sprint an amount equal to a percentage of Sprint's total interconnection facilities billing to CLEC at the same rates Sprint bills CLEC for those facilities. CLEC shall be financially responsible for any facilities, or portion of facilities, used to carry ISP-Bound traffic terminated by CLEC or toll traffic.

55.8.2. In the event that CLEC elects to offer service within Sprint's serving

area using a switch located outside Sprint's serving area, CLEC agrees to provide the interconnection facility for both Parties' traffic outside Sprint's contiguous serving area in which CLEC offers service, at no charge to Sprint. Sprint will not compensate CLEC for the shared interconnection facility beyond Sprint's contiguous serving area in which CLEC offers service.

55.8.3. Sprint is not obligated to utilize interconnection facilities provided by CLEC to terminate Sprint originated traffic to CLEC.

55.8.4. Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic or if CLEC elects to use Indirect Interconnection, there is no shared interconnection facility for which Sprint would compensate CLEC. Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic, Sprint reserves the right to only provision to the boundary of Sprint's contiguous serving area in the LATA.

56. SIGNALING NETWORK INTERCONNECTION

56.1. Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local interconnection.

56.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

56.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

56.4. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same

intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

56.5. Signaling Systems

56.5.1. Signaling Link Transport

56.5.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

56.5.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

56.5.2. Signaling Transfer Points (STPs)

56.5.2.1. STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

56.6. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:

56.6.1. Sprint local switching or Tandem Switching;

56.6.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;

56.6.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

56.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

56.7. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

56.7.1. An A-link interface from CLEC local switching systems; and

56.7.2. B- or D-link interface from CLEC STPs.

56.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

56.7.3.1. An A-link layer shall consist of two links,

56.7.3.2. A B- or D-link layer shall consist of four links,

56.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where

the Sprint STP is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

57. TRUNK FORECASTING

57.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

57.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

57.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

57.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

57.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

57.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

57.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon

by CLEC and Sprint.

57.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

57.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.

57.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to the terminating Party.

57.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

57.2. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

57.3. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

58. NETWORK MANAGEMENT

58.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and Sprint will immediately notify each other of any protective control action planned or executed.

58.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive

controls will only be used when mutually agreed to by the parties.

58.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

59. USAGE MEASUREMENT

59.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

59.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

59.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

59.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the date the inaccurate PLU was provided, but in case, earlier than the Effective Date of the contract.

60. TRANSIT TRAFFIC

60.1. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.

60.2. Subject to the terms of this section, where the Parties have a tandem interconnection, Sprint will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Sprint, (3) IXCs, and (4) other CMRS carriers.

60.3. Sprint may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.

60.4. Terms and Conditions

60.4.1. Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, the transiting Party shall have no obligation to resolve the dispute. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party. Each Party acknowledges that the Transit Provider does not have any responsibility to pay any third party LEC, CLEC or CMRS provider charges for termination or any transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

60.4.2. Each terminating company is responsible for billing the originating company for traffic terminated on its respective network. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party company in order to obtain billing information from the third-party company.

60.4.3. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and a third party, using Sprint transit service, exceeds a DS1 equivalent of traffic, Sprint will be presumed to have no continuing obligation to provide transit service and CLEC must execrise its best efforts to establish a direct interconnection with the third party for the exchange of such traffic. Sprint will notify

CLEC when the traffic volume reaches a DS1 equivalent of traffic. Within sixty (60) Days of such notification CLEC shall use its best effort to establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection and if CLEC is exercising its best efforts to implement a direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that CLEC is using its best efforts to implement a direct connection, Sprint may seek relief pursuant to the Dispute Resolution provisions.

60.5. Payment Terms and Conditions

60.5.1.1. In addition to the payment terms and conditions contained in other Sections of this Agreement, the originating Party shall pay to the transiting Party a transit service charge as set forth in Table One.

60.5.1.2. CLEC shall pay a transit rate as set forth in Table One of this Part when CLEC uses a Sprint access tandem to terminate a local or ISP-bound call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local or ISP-bound call to a third party LEC or another CLEC.

60.6. Billing Records and Exchange of Data

60.6.1. Parties will use the best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

60.6.2. When requested by the terminating Party, the transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent the transiting Party incurs additional cost in providing this billing information, the terminating Party agrees to reimburse the transiting Party for its reasonable direct costs of providing this information.

60.6.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

61. INDIRECT TRAFFIC

61.1. Interconnection

61.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic. Indirect interconnection with Sprint shall only be allowed to the extent CLEC is interconnected at the tandem which Sprint's end office subtends.

61.1.2. Interconnection to a CLEC will provide Sprint with access to the CLEC's end-users and to other companies which are likewise connected to CLEC for local and toll service purposes.

61.1.3. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between CLEC and a Sprint end office exceeds a DS1 equivalent of traffic, and upon request by a Party, CLEC must establish a direct interconnection with Sprint for the exchange of traffic. A Party will notify the other Party when the traffic volume reaches a DS1 equivalent of traffic. Within sixty (60) Days of such notification, the notified Party shall establish a direct interconnection.

61.2. Exchange Of Traffic

61.2.1. The Parties may send each other Indirect Traffic.

61.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

61.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.

61.3. Compensation for Indirect Traffic

61.3.1. Non-Local and Non- ISP-Bound Indirect Traffic

61.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

61.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

61.3.1.3. Once total Indirect Traffic volume between CLEC and Sprint reaches a DS1 equivalent of traffic, CLEC shall either implement a direct interconnection as provided for in this Agreement or reimburse Sprint for any third party transit charges incurred by Sprint.

61.3.2. Local and ISP-Bound Traffic. The Parties agree to "Bill and Keep" for the mutual intercarrier compensation mechanism for the termination of all Local and ISP-Bound Traffic on the network of one Party which originates on the network of the other Party, whether exchanged directly or indirectly.

61.3.2.1. Indirect Traffic Terminating to Sprint

61.3.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from CLEC through the transiting party, and over Sprint facilities to a Sprint End Office Switch would include charges from Sprint to CLEC for Common Transport to the End Office Switch and End Office switching. A call terminating from CLEC though the transiting party, and then over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to CLEC for Common Transport to the End Office Switch

(except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.

61.3.2.2. Indirect Traffic Terminating to CLEC:

61.3.2.2.1. For Indirect Traffic terminating on CLEC's network, CLEC will bill Sprint the same rates as Sprint charges CLEC for Indirect Local Traffic terminating on Sprint's network.

62. RESPONSIBILITIES OF THE PARTIES

62.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.

62.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

62.3. CLEC and Sprint shall:

62.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

62.3.2. Notify each other when there is any change affecting the service requested, including the due date.

62.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

62.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

62.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

62.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.

62.3.7. Provide to each other test-line numbers and access to test lines.

62.3.8. Cooperatively plan and implement coordinated repair procedures for

the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G - LOCAL NUMBER PORTABILITY

63. INTRODUCTION

63.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:

63.1.1. End users must be able to change local service providers and retain the same telephone number(s) within the serving wire center utilizing the portability method in effect within the porting MSA, as offered by the porting LEC within the area of portability as defined by the FCC or Commission.

63.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.

63.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.

63.1.4. When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user only in states where appropriate charges from Sprint tariffs are executed for reserved numbers.

63.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.

63.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.

63.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.

63.1.8. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements developed for

mass calling numbers.

64. TESTING

64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.

64.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 32 of the agreement.

64.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at CLEC's expense.

64.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

64.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

65. ENGINEERING AND MAINTENANCE

65.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.

65.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.

65.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

66. E911/911

66.1. When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and

911/ALI database to correctly route, and provide accurate information to PSAP call centers.

66.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

67. BILLING FOR PORTED NUMBERS

67.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC, and CCL, as appropriate, and such other applicable charges. The party from whom the number has been ported shall be entitled only to receive any entrance facility fees, access tandem fees and appropriate local transport charges as set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other party, the parties agree that the Reciprocal compensation arrangements described in this Agreement shall apply.

67.2 The Parties will port or withhold porting of their respective end users telephone numbers in accordance with Commission Rule 25-4.082, Florida Administrative Code, and in accordance with Applicable Rules.

PART H – CALL RELATED DATABASES

68. CALL-RELATED DATABASES

68.1. Sprint will offer access to call-related databases, including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

68.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.

68.1.2. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

68.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

68.1.3.1. CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

68.1.3.2. Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

PART I - GENERAL BUSINESS REQUIREMENTS

69. PROCEDURES

69.1. Contact with End Users

69.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.

69.1.2. Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.

69.1.3. Sprint shall not use CLEC's request for end user information, order submission, or any other aspect of CLEC's processes or services to aid Sprint's marketing or sales efforts.

69.2. Expedite and Escalation Procedures

69.2.1. Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and CLEC will establish intercompany contacts lists for purposes of handling end user and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

69.2.2. No later than thirty (30) Days after CLEC's request Sprint shall provide CLEC with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

69.3. Subscriber of Record. Sprint shall recognize CLEC as the Subscriber of Record for all Network Elements or services for resale ordered by CLEC and shall send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

69.4. Service Offerings

69.4.1. Sprint shall provide CLEC with access to new services, features and functions concurrent with Sprint's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.

69.4.2. Essential Services. For purposes of service restoral, Sprint shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own end users and applicable state law or regulation, if any.

69.4.3. Blocking Services. Upon request from CLEC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.

69.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with CLEC end users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home' notices.

70. ORDERING AND PROVISIONING

70.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.

70.2. National Exchange Access Center (NEAC)

70.2.1. Sprint shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.

70.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time,

Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

70.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet end user demand.

70.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, Sprint shall provide to CLEC the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the CLEC's designated contact on a monthly basis until the request is cancelled.

70.4 5/18 New from FDN: Sprint will provide CLEC a means for accessing on a pre-ordering basis information identifying which Sprint loops are served through remote terminals, such information to be no less accurate or reliable than what Sprint has available to itself for provisioning its own services.

70.4. CLASS and Custom Features. Where generally available in Sprint's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

70.5. Number Administration/Number Reservation

70.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.

70.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.

70.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For

number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

70.6. Service Order Process Requirements

70.6.1. Service Migrations and New Subscriber Additions

70.6.1.1. For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.

70.6.1.2. For services provided through UNEs, Sprint shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and CLEC will work cooperatively to minimize service interruptions during the conversion.

70.6.1.3. Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

70.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.

70.6.1.4.1. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays shall be performed at CLEC's expense. Sprint will bill CLEC at the rates on Table One for coordinated conversions (intended for normal business hours) plus any additional charges for overtime pay incurred by Sprint.

70.6.1.5. A general Letter of Agency (LOA) initiated by CLEC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end

user will not be required to process a PLC or PIC change ordered by CLEC or Sprint. CLEC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

70.6.2. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

70.6.3. Due Date

70.6.3.1. Sprint shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

70.6.3.2. Sprint shall use reasonable efforts to complete orders by the CLEC requested DDD within agreed upon intervals.

70.6.4. Subscriber Premises Inspections and Installations

70.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

70.6.4.2. Sprint shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

70.6.5. Firm Order Confirmation (FOC)

70.6.5.1. Sprint shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

70.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

70.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.

70.6.6. Order Rejections

70.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

70.6.7. Service Order Changes

70.6.7.1. In no event will Sprint change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Sprint shall then provide CLEC an estimate of additional labor hours and/or materials.

70.6.7.1.1. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.

70.6.7.2. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

70.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.

70.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

70.9. Order Completion Notification. Upon completion of the requests submitted

by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

70.10. Specific Unbundling Requirements. CLEC may order and Sprint shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so; except as otherwise provided in Section 50 of this Agreement.

70.11. Systems Interfaces and Information Exchanges

70.11.1. General Requirements

70.11.1.1. Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.

70.11.1.2. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.

70.11.1.3. If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.

70.11.1.4. It is the responsibility of CLEC to provide Sprint with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.

70.11.2. For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.

70.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to CLEC. The Parties agree to execute a LOA agreement, third party-verification or other proof of authorization permitted by Applicable Rules ("end user permission") with the end user prior to requesting CPNI for that end user, and to request end user CPNI only when the end user has specifically given end user permission to receive CPNI. The Parties agree that

they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

70.11.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user permission may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.

70.11.2.3. The receiving Party may also request proof of an end user permission if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by the receiving Party, the receiving Party may perform a comparison of requests for CPNI to service orders received for the change of Local Service to CLEC. The receiving Party will produce a report of unmatched requests for CPNI, and may require an end user permission from the requesting Party for each unmatched request. The requesting Party agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by the receiving Party within three (3) Business Days of receipt of a request from the receiving Party. Should Sprint determine that there has been a substantial percentage of CPNI requests unmatched by end user permissions, Sprint reserves the right to cease providing CPNI and Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

70.11.2.4. If the requesting Party is not able to provide end user permissions for ninety-five percent (95%) of the end users requested by the receiving Party, or if the receiving Party determines that an end user permission is inadequate, the requesting Party will be considered in breach of the agreement. The requesting Party can cure the breach by submitting to the receiving Party evidence of an end user permission for each inadequate or omitted end user permission within three (3) Business Days of notification of the breach.

70.11.2.5. Should requesting Party not be able to cure the breach in the timeframe noted above, the receiving Party will discontinue processing new service orders until, in receiving Party's determination, requesting Party has

corrected the problem that caused the breach.

70.11.2.6. The receiving Party will resume processing new service orders upon receiving Party's timely review and acceptance of evidence provided by requesting Party to correct the problem that caused the breach.

70.11.2.7. If requesting Party and receiving party do not agree that requesting Party requested CPNI for a specific end user, or that receiving Party has erred in not accepting proof of an end user permission, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

70.12. CLEC may use Sprint's ordering process (IRES) to:

70.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

70.12.1.1. to schedule dispatch and installation appointments at Parity.

70.12.1.2. to access Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.

70.12.1.3. to access Sprint information systems which will allow CLEC to provide service availability dates at Parity.

70.12.1.4. transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

70.13. Standards

70.13.1. General Requirements. CLEC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

71. BILLING

71.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window.

Sprint will notify CLEC of any deviations to the standards.

71.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.

71.3. Sprint shall provide to CLEC a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

71.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

71.5. Subject to the terms of this Agreement, CLEC shall pay Sprint within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

71.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.

71.7. Sprint will assess late payment charges to CLEC in accordance with Part B, Section 7.4 of this Agreement.

71.8. Sprint shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

71.9. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).

71.10. Revenue Protection. Sprint shall make available to CLEC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits

assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

71.11. Bills should not be rendered for any charges which are incurred under this Agreement more than one (1) year prior to the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one-year limit if otherwise permitted by law. These exceptions include:

71.11.1. Charges connected with jointly provided services where meet point billing guidelines require either Party to rely on records provided by a third party.

71.11.2. Charges incorrectly billed due to error in or omission of data provided by the other Party, such as PLU or PIU factors or other ordering data.

72. PROVISION OF USAGE DATA

72.1. This Section sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

72.2. General Procedures

72.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

72.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.

72.2.3. Sprint shall record all usage originating from CLEC end users using resold services ordered by CLEC, where Sprint records those same services for Sprint end users. Recorded Usage Data includes, but is not limited to, the following categories of information:

72.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its end users on a per usage basis.

72.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with Section 72.2.7~~72.2.772.2.769.2.7~~

72.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC end user.

72.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service end user and where Sprint records such usage for its end users using Industry Standard Telcordia EMI billing records.

72.2.3.5. Access records related to long distance calling.

72.2.3.6. For Sprint-provided Centrex Service, station level detail.

72.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Sprint may provide the data back-up at CLEC's expense.

72.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC end users. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

72.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Sprint and CLEC.

72.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.

72.2.8. Sprint shall provide Recorded Usage Data to CLEC billing

locations as agreed to by the Parties.

72.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

72.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.

72.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.

72.2.12. Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein and at the rates in Table One.

72.3. Charges

72.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

72.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).

72.3.3. Sprint will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by CLEC as follows:

72.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;

72.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Sprint for providing such call detail;

72.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

72.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when CLEC places the order for service;

72.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

72.3.3.6. Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill CLEC for additional copies of the monthly invoice.

72.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

72.4. Central Clearinghouse and Settlement

72.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

72.4.2. Sprint shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

72.5. Lost Data

72.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

~~69.5.2.~~72.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 72.5.1~~72.5.1~~72.5.1~~69.5.1~~ above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

~~69.5.3.~~72.5.3. Complete Loss. When Sprint is unable to recover data as discussed in Section 72.5.1~~72.5.1~~72.5.1~~69.5.1~~ above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

72.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

72.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

72.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.

72.5.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

72.6. Testing, Changes and Controls

72.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint.

72.6.2. Control procedures for all usage transferred between Sprint and CLEC shall be available for periodic review. This review may be included as part of an Audit of Sprint by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint.

72.6.3. Sprint Software Changes

72.6.3.1. When Sprint plans to introduce any software changes which

impact the format or content structure of the usage data feed to CLEC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

72.6.3.2. Sprint shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

72.6.3.3. CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

72.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to CLEC, Sprint shall notify CLEC.

72.6.4. CLEC Requested Changes:

72.6.4.1. CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.

72.6.4.2. When the negotiated changes are to be implemented, CLEC and/or Sprint shall arrange for testing of the modified data.

72.7. Information Exchange and Interfaces

72.7.1. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

72.7.2. Rejected Recorded Usage Data

72.7.2.1. Upon agreement between CLEC and Sprint, messages that cannot be rated and/or billed by CLEC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.

72.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

73. GENERAL NETWORK REQUIREMENTS

73.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.

73.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.

73.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

73.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.

73.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

73.6. All Sprint employees or contractors who perform repair service for CLEC end users shall follow Sprint standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:

73.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint end users; and

73.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a Sprint end user.

73.7. Sprint shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC shall perform its own testing for UNEs.

73.8. Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Sprint may potentially impact CLEC end users.

73.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption,

blocked calls, or negative changes in network performance.

73.10. On all misdirected calls from CLEC end users requesting repair, Sprint shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Once the Electronic Interface is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.

73.11. Upon establishment of an Electronic Interface, Sprint shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.

73.12. Sprint shall perform all testing for resold Telecommunications Services.

73.13. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.

73.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

74. MISCELLANEOUS SERVICES AND FUNCTIONS

74.1. General

74.1.1. To the extent that Sprint does not provide the services described in this Section 74747471 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through the existing service provider. CLEC must contract directly with the service provider for such services.

74.1.2. Basic 911 and E911 General Requirements

74.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to CLEC in accordance with the following:

74.1.2.1.1. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the ALI/DMS, to determine to which PSAP to route the call.

74.1.2.1.2. Basic 911 and E911 functions provided to CLEC shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.

~~71.1.2.2.~~74.1.2.2. Basic 911 and E911 access when CLEC purchases Local Switching shall be provided to CLEC in accordance with the following:

~~71.1.2.2.1.~~74.1.2.2.1. Sprint shall conform to all state regulations concerning emergency services.

~~71.1.2.2.2.~~74.1.2.2.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate CLEC subscriber information resident or entered into the ALI/DMS.

~~71.1.2.2.3.~~74.1.2.2.3. Basic 911 and E911 access from the CLEC local switch shall be provided to CLEC in accordance with the following:

~~71.1.2.3.~~74.1.2.3. If required by CLEC, Sprint, at CLEC's sole expense, shall interconnect direct trunks from the CLEC network to the E911 PSAP, or the E911 Tandems as designated by CLEC. Such trunks may alternatively be provided by CLEC.

~~71.1.2.4.~~74.1.2.4. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), CLEC shall participate in the provision of the 911 System as follows:

~~71.1.2.4.1.~~74.1.2.4.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

~~71.1.2.4.2.~~74.1.2.4.2. Host Sprint shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

~~71.1.3.~~74.1.3. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

74.1.4. If CLEC or its Affiliate is the primary service provider to a government agency, CLEC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

74.1.5. Interconnection and database access shall be priced as specified in Table One.

74.1.6. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

74.1.7. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint end users.

74.1.8. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

~~71.1.9.~~74.1.9. The following are Basic 911 and E911 Database Requirements

~~71.1.9.1.~~74.1.9.1. The ALI database shall be managed by Sprint, but is the property of Sprint and CLEC for those records provided by CLEC.

~~71.1.9.2.~~74.1.9.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.

~~71.1.9.3.~~74.1.9.3. CLEC shall be solely responsible for providing CLEC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.

~~71.1.9.4.~~74.1.9.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.

~~71.1.9.5.~~74.1.9.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Sprint.

~~71.1.9.6.~~74.1.9.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

~~71.1.9.7.~~74.1.9.7. Sprint agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

~~71.1.9.8.~~74.1.9.8. Sprint shall adopt use of a CLEC Code (NENA standard five-character field) on all ALI records received from CLEC. The CLEC Code will be used to identify the CLEC of record in LNP configurations.

~~71.1.9.9.~~74.1.9.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

~~71.1.10.~~74.1.10. The following are basic 911 and E911 Network Requirements

~~71.1.10.1.~~74.1.10.1. Sprint, at CLEC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from CLEC's switch to a Sprint selective router.

~~71.1.10.2.~~74.1.10.2. Sprint shall provide the selective routing of E911 calls received from CLEC's switching office. This includes the ability to receive the ANI of CLEC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide CLEC with the appropriate CLLI codes and

specifications regarding the Tandem serving area associated addresses and meet-points in the network.

~~71.1.10.3.~~74.1.10.3. CLEC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. CLEC shall also ensure that its switch provides the line number of the calling station. Where applicable, CLEC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

~~71.1.10.4.~~74.1.10.4. Each ALI discrepancy report shall be jointly researched by Sprint and CLEC. Corrective action shall be taken immediately by the responsible party.

~~71.1.10.5.~~74.1.10.5. Where Sprint controls the 911 network, Sprint should provide CLEC with a detailed written description of, but not limited to, the following information:

~~71.1.10.5.1.~~74.1.10.5.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

~~71.1.10.5.2.~~74.1.10.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

~~71.1.10.5.3.~~74.1.10.5.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.

~~71.1.10.5.4.~~74.1.10.5.4. Sprint shall identify special routing arrangements to complete overflow.

~~71.1.10.5.5.~~74.1.10.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

~~71.1.10.5.6.~~74.1.10.5.6. Repair service shall begin

immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

~~71.1.10.6.~~74.1.10.6. Sprint shall identify any special operator-assisted calling requirements to support 911.

~~71.1.10.7.~~74.1.10.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

~~71.1.10.8.~~74.1.10.8. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

~~71.1.10.9.~~74.1.10.9. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

~~71.1.11.~~74.1.11. Basic 911 and E911 Additional Requirements

~~71.1.11.1.~~74.1.11.1. Sprint shall work with the appropriate government agency to provide CLEC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which CLEC is connected.

~~71.1.11.2.~~74.1.11.2. Sprint shall notify CLEC forty-eight (48) hours in advance of any scheduled testing or maintenance affecting CLEC 911 service, and provide notification as soon as possible of any unscheduled outage affecting CLEC 911 service.

~~71.1.11.3.~~74.1.11.3. CLEC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide CLEC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

~~71.1.11.4.~~74.1.11.4. CLEC may enter into subcontracts with third parties, including CLEC Affiliates, for the performance of any of CLEC's duties and obligations stated herein.

~~71.1.11.5.~~74.1.11.5. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.

~~71.1.11.6.~~74.1.11.6. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

~~71.1.11.7.~~74.1.11.7. Sprint shall identify processes for handling of "reverse ALI" inquiries by public safety entities.

~~71.1.11.8.~~74.1.11.8. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

~~71.2.~~74.2. Directory Listings Service Requests

~~71.2.1.~~74.2.1. These requirements pertain to Sprint's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

~~71.2.2.~~74.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

~~71.2.3.~~74.2.3. Sprint will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

~~71.2.3.1.~~74.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

~~71.2.3.2.~~74.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.

~~71.2.3.3.~~74.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.

~~71.2.3.4.~~74.2.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:

~~71.2.3.4.1.~~74.2.3.4.1. A matrix of NXX to central office;

~~71.2.3.4.2.~~74.2.3.4.2. Geographical maps if available of Sprint service area;

~~71.2.3.4.3.~~74.2.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;

~~71.2.3.4.4.~~74.2.3.4.4. Listing format rules;

~~71.2.3.4.5.~~74.2.3.4.5. Standard abbreviations acceptable for use in listings and addresses;

~~71.2.3.4.6.~~74.2.3.4.6. Titles and designations; and

~~71.2.3.4.7.~~74.2.3.4.7. A list of all available directories and their Business Office close dates

74.2.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory listings data for CLEC subscribers who:

74.2.4.1. Disconnect Service;

74.2.4.2. Change CLEC;

74.2.4.3. Install Service;

74.2.4.4. Change any service which affects DA information;

74.2.4.5. Specify Non-Solicitation; and

74.2.4.6. Are Non-Published, Non-Listed, or Listed.

74.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.

74.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.

74.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory,

CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.

~~71.3.1.~~74.3.1. This Section 74.3~~74.3~~74.3~~71.3~~ pertains to listings requirements published in the traditional white pages.

~~71.3.2.~~74.3.2. Sprint shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Sprint territories where CLEC is providing local telephone exchange services and has submitted a DSR.

~~71.3.3.~~74.3.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.

~~71.3.4.~~74.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

~~71.3.5.~~74.3.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

~~71.3.6.~~74.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.

~~71.3.7.~~74.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.

~~71.3.8.~~74.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.

~~71.3.9.~~74.3.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

~~71.3.10.~~74.3.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.

~~71.3.11.~~74.3.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this Section 74.3.11~~74.3.11~~74.3.11~~71.3.11~~.

~~71.4.~~74.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 74.~~474.474.471.~~4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this Section 74.~~474.474.471.~~4 are not binding upon Sprint's directory publisher.

74.4.1. Sprint's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

~~71.4.2.~~74.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

~~71.4.3.~~74.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

~~71.4.4.~~74.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 74.3.9~~74.3.974.3.971.3.9~~ may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

74.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

74.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

74.6. Systems Interfaces and Exchanges

74.6.1. Directory Assistance Data Information Exchanges and Interfaces

74.6.1.1. Subscriber List Information

~~71.6.1.1.1.~~74.6.1.1.1. Sprint shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

~~71.6.1.1.2.~~74.6.1.1.2. CLEC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

~~71.7.~~74.7. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

PART K - REPORTING STANDARDS

75. GENERAL

75.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).

PART L – COLLOCATION

76. SCOPE OF COLLOCATION TERMS

76.1. Sprint will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including, but not limited to, 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 2 51(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including, but not limited to, 47 U.S.C. § 251(c)(6)).

76.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two.

76.3. This Agreement states the general terms and conditions upon which Sprint will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement.

76.4. CLEC will be responsible for constructing its portion of the collocation arrangement using Sprint approved contractors ("Approved Contractor") to perform the collocation work. CLEC must contract directly with an Approved Contractor for the construction of its portion of the arrangement.

77. TERMINATION OF COLLOCATION SPACE

77.1. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Sprint. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to Sprint until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to Sprint in the same condition as when first occupied by CLEC, except for ordinary wear and tear.

77.2. CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

77.3. Upon termination of CLEC's right to possession without termination, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days.

Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

77.4. Should Sprint under any section of this Agreement remove any of CLEC's equipment from its collocation space, Sprint will deliver to CLEC any equipment removed by Sprint only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

77.5. CLEC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.

77.6. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. In such cases, Sprint will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation and move CLEC to an equivalent space, if available.

77.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

78. COLLOCATION OPTIONS

78.1. Cageless. Sprint will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

78.2. Caged. Sprint will authorize the enclosure of CLEC's equipment and facilities at

CLEC's option. Sprint will provide guidelines and specifications upon request. Based on CLEC's request, space for cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. CLEC will arrange with an Approved Contractor to construct a Collocation Arrangement enclosure at CLEC's sole expense. The Approved Contractor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Approved Contractor shall bill CLEC directly for all work performed for CLEC and Sprint will have no liability for, nor responsibility to pay, such charges imposed by the Approved Contractor. CLEC must provide the local Sprint building contact with one Access key necessary for entering the locked enclosure. Except in case of emergency, Sprint will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

78.2.1. Sprint has the right to review CLEC's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) Days of receipt of such plans. Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Sprint can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

78.3. Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Any necessary Augment Applications that outline the equipment to be installed by the Guest may only be submitted with or after this notification. An Augment Application Fee will only be rendered for this application in the event that additional engineering or preparation work by Sprint is required in accordance with Section 80. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement., including that Guest may only locate equipment necessary for interconnection to Sprint and accessing Sprint's unbundled network elements in accordance with this Agreement, as permitted by Applicable Rules, including but not limited to 47 U.S.C.251(C)(3), 47 U.S.C. 251(C)(2) and 47 C.F.R. 51.323(b-c).

78.3.1 As Host, CLEC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site

preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.

78.3.2 Sprint will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.

78.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

78.4. Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location, subject to zoning or other state and local regulations and future use by Sprint or other requesting Telecommunications Carriers pursuant to an application submitted under Section 80808077.

78.4.1. CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should CLEC elect such an option, CLEC must arrange with an Approved Contractor to construct an Adjacent Arrangement structure in accordance with this Agreement.

78.4.2. Sprint maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require CLEC to correct any deviations from approved plans found during such inspection(s).

78.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.

78.4.4. Subject to CLEC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.

78.5. Intentionally Left Blank.

78.6. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including, but not limited to, 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).

78.6.1. CLEC may lease to Sprint, at no cost to Sprint, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.

78.6.2. Virtually collocated equipment shall be purchased by CLEC. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.

78.6.3. CLEC will arrange with an Approved Contractor to construct and

install CLEC's equipment in the virtual collocation arrangement.

78.6.4. Sprint will maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. CLEC will be charged labor charges as identified in Table Two. The following services are not covered by this Agreement:

78.6.4.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;

78.6.4.2. service of attached, related, collateral or ancillary equipment or software not covered by this Section;

78.6.4.3. repairing damage caused to CLEC's collocated equipment by persons other than Sprint, or its authorized contractors, or

78.6.4.4. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Sprint.

78.6.5. CLEC warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Sprint and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

78.6.5.1. In the event Sprint's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to CLEC and all of Sprint's obligations relating to the affected equipment shall terminate immediately.

78.6.6. Sprint's preparation, if any, of the Premises (e.g., Power fusing, environmental, etc.) for the Virtual Collocation arrangement will be charged to CLEC at rates on Table Two or as filed in a tariff and approved by the Commission.

78.7 Contiguous Space. To the extent possible, Sprint will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

79. DEMARCATION POINT

79.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At CLEC's request, Sprint will identify the location(s) of other possible demarcation points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.

79.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.

79.3. At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, CLEC will be responsible for providing and installing the required DC power panel.

80. APPLICATION PROCESS

80.1. Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to CLEC. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

80.1.1. CLEC will complete the Application, and return it to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process a collocation request until a complete Application and all required documents are submitted.

80.1.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application

(augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

80.1.2.1. There are two levels of augments, minor and major. Minor augments include things such as DC power fuse changes or extensions of AC electric circuits for occasional use outlets and lights where sufficient circuit capacity is available. Major augments include things such as additions or removals of cross connect cables, power cables, entrance cables and all requests for additional physical collocation space (caged or cageless).

80.2. Sprint will bill CLEC for the Application Fee (or Augment Application Fee) within thirty (30) days of Sprint's response to Application request.

80.3. If CLEC wishes Sprint to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Sprint will not select for CLEC the type of collocation to be ordered.

80.4. Within ten (10) Days after receiving CLEC's Application for collocation, Sprint will inform CLEC whether the Application meets each of Sprint's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, CLEC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs CLEC that there is a deficiency in an Application, Sprint will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

80.5. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.

80.6. Sprint shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.

80.6.1. Sprint will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.

80.6.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.

80.7. After notifying the CLEC that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow the CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) Days of the Denial of Application.

80.7.1. If CLEC contests Sprint's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

80.7.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.

80.7.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise CLEC as to its position on the list.

80.7.4. If CLEC's Application for Physical Collocation is denied due to lack of space, Sprint will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.

80.7.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.

80.8. Sprint will provide a price quote within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.

80.9. CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, CLEC does not notify Sprint that physical collocation should proceed.

80.10. CLEC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). Space preparation for the Collocation Space will not begin until Sprint receives the BFFO. If CLEC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.

80.11. All applicable fees, including the administrative, project management and transmission engineering fees, will be billed within thirty (30) days of the BFFO.

80.12. Notwithstanding anything in this Agreement to the contrary, collocation intervals shall be consistent with Applicable Rules.

81. SPACE RESERVATION

81.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current calendar year, plus twelve (12) months in accordance with Section 80~~808077~~. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

82. PROVISIONING INTERVALS

82.1. Sprint will complete its work associated with the provisioning of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Sprint will complete its work associated with the provisioning of Adjacent Collocation arrangements (as defined in 78.~~478.478.475.~~4) within one hundred-twenty (120) Days of receipt of a BFFO. If Sprint is unable to complete its work as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

83. CONSTRUCTION AND COMMENCEMENT OF BILLING

83.1. An Approved Contractor is required to perform the construction of physical collocation space, provided however, that any such Approved Contractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any CLEC subcontractor upon the same criteria that Sprint would use on its own subcontractors. CLEC will notify Sprint in writing when construction of physical collocation space is complete.

83.2. Sprint shall have the right to inspect CLEC's construction of physical collocation arrangement, completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to Sprint when CLEC has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that Sprint is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation of CLEC's collocation arrangement and CLEC's Collocated equipment and facilities, CLEC shall correct any deviations within five (5) Days after the walk-through for minor corrective action and no longer than thirty (30) Days for major corrective action and prior to turning up its equipment and facilities. Major corrective action would be any action which Sprint believes would warrant CLEC's notifying Sprint of completion of the corrective action and

Sprint's having the option to conduct another walk-through.

83.3. Sprint will complete its work associated with the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Sprint as the result of any Revision to the Collocation request. CLEC will pay all applicable fees, including any nonrecurring charges required by Sprint.

83.4. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis, unless such costs are already accounted for in the rates in Table 2. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Sprint must advise CLEC if extraordinary costs will be incurred.

83.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

83.6. Billing for monthly recurring charges will commence on the "acceptance date" of CLEC's build out by Sprint. The acceptance date will be (a) where Sprint does not conduct an acceptance walk-through, within five days of CLEC's notification of completion of construction, (b) where Sprint does conduct an acceptance walk-through and identifies no corrective action, on the date of that walk through, (c) where Sprint does conduct an acceptance walk-through and identifies minor corrective action, within five days of that walk through, or (d) where Sprint does conduct an acceptance walk-through and identifies major corrective action, on a date to be agreed by the Parties, but if the Parties do not agree, then 30 Days from the walk-through.

83.7. If Sprint conducts the walk-through authorized under Section 83.2 but does not accept the CLEC's build-out of the collocation space, Sprint and the CLEC should work together to resolve any problems with the space.

83.8. If the CLEC turns up the collocated equipment prior to the acceptance date, billing should begin in the next billing cycle and should include prorated charges for the period from the CLEC turn up date to the bill issuance date. Disputes

concerning the reasonableness of an acceptance or refusal of space or the commencement of billing should be resolved under the Dispute Resolution provision of this Agreement. If the dispute cannot be resolved by the Parties, it should be submitted to the Commission for resolution.

83.9. CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs, provided that Sprint has presented CLEC with supporting documentation of all costs incurred.

84. EQUIPMENT

84.1. CLEC may only locate equipment necessary for interconnection to Sprint and accessing Sprint's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).

84.2. CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.

84.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but Sprint will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of CLEC's equipment, citing safety standards, Sprint must provide to CLEC within five (5) Business Days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, CLEC will not activate the equipment during the pendency of the dispute.

84.4. CLEC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If CLEC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within one-hundred-eighty (180) Days of CLEC's acceptance of Sprint's price quote, or such other time period mutually agreed to by the CLEC and Sprint, subject to Dispute Resolution, Sprint may terminate the

applicable Collocation Space upon written notice. CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs, provided that Sprint has presented CLEC with supporting documentation of all costs incurred.

85. AUGMENTS AND ADDITIONS

85.1. When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.

85.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

85.3. Sprint will bill CLEC for the Application Fee within thirty (30) days of Sprint's response to the Application request.

85.4. CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the CLEC's point of termination. Sprint will not process an augment collocation request until a complete Augment Application and all required documents are submitted. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed forty-five (45) Days from BFFO. If special or major construction is required, Sprint will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

86. USE OF COMMON AREAS

86.1. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet

CLEC's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with CLEC's right to access its Collocation Space.

86.2. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of CLEC, Sprint and any other building occupant. CLEC shall not waste or permit the waste of water.

86.3. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to CLEC's Collocation Space. Sprint shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or CLEC equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

86.4. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by Approved Contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

87. CO-CARRIER CROSS CONNECTION

87.1. For the term of this agreement, unless earlier terminated, Sprint shall furnish co-carrier cross-connects in compliance with 47 C.F.R. 51.323(h).

87.2. Co-carrier cross-connects ("CCXCs") are connections between CLEC and another collocated telecommunications carrier other than Sprint, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to Sprint's unbundled network elements. Sprint shall provide such CCXC connections from CLEC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another telecommunications carrier.

87.2.1. Sprint, at its sole discretion, shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Sprint premises without application

87.2.2. In those cases where CLEC's virtual and/or physical collocation space is adjacent in the central office, CLEC may have the option, at Sprint's

sole discretion, of using CLEC's own technicians to deploy Direct connects ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Sprint's technical and safety standards.

87.2.3. Sprint will provide CCXCs for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request. Sprint will provide for connection directly between CLEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of CLEC and provisioned per CLEC's order.

87.3. The term "Adjacent" in this Section 87 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

88. CROSS-CONNECTS TO SPRINT SERVICES

88.1. CLEC may use cross connects for any purpose consistent with Applicable Rules and, where applicable, Sprint's tariffs.

89. RATES

89.1. The rates for collocation are listed on Table Two.

89.2. If CLEC is the first collocator in the Sprint premises, CLEC will not be responsible for the entire cost of site preparation and security; rather it will be responsible for its proportional of all available collocation space in accordance with effective rules of the FCC. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

89.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.

89.4. Facility Modifications

89.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by

those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.

89.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

89.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

89.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

90. SPRINT SERVICES AND OBLIGATIONS

90.1. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Sprint in its Application which CLEC hereby represents to Sprint is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

90.1.1. If CLEC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its reasonable discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Sprint. If supplementary air conditioning units or other environmental control

devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

90.2. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space, provided said costs are not already accounted for in the rates in Table 2. CLEC shall also pay for additional electricity provided via these circuits.

90.2.1. CLEC covenants and agrees that Sprint shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.

90.2.2. CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity of CLEC's equipment, and Sprint shall not bill for power above the capacity of CLEC's equipment.

90.2.3. Central office power supplied by Sprint into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.

90.2.4. Sprint shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.

90.2.5. Sprint power equipment supporting CLEC's equipment shall:

90.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

90.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

90.2.5.3. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

90.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and

90.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.

90.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

90.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

90.2.8. Sprint will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Sprint facility. Sprint shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.

90.3. Subject to the provisions of Section 90.3.3~~89.3.3~~ hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

90.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.

90.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems

unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLEC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Sprint.

90.3.3. CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.

90.4. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.

90.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Sprint shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

90.4.2. Sprint shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint. CLEC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

90.4.3. The cost of all repairs and maintenance performed by or on behalf of

Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Sprint within ten (10) Days after being billed for the repairs and maintenance by Sprint.

90.5. Sprint shall provide CLEC with notice via email three (3) Business Days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred.

90.6. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.

90.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Sprint liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

90.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements (provided such rules and Security Arrangements are the same for Sprint and CLEC), CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Premise, common areas, Collocation Space and common cable space without the need for a security escort. Sprint may require CLEC to use a common entrance.

90.7.1. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and its own third party contractors.

90.7.2. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or

person at any time from the Collocation Space or the Premises. Sprint is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Sprint.

90.8. Sprint shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, Sprint will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

90.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

90.8.2. To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof.

91. CLEC'S OBLIGATIONS

91.1. CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

91.2. CLEC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:

91.2.1. CLEC must obtain non-employee photo identification cards for each

CLEC employee or Approved Contractor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.

91.2.2. CLEC will supply to Sprint the completed access forms for employees or Approved Contractors who require access to the Premises. Sprint may reasonably deny access to any person into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.

91.2.3. Sprint may issue security cards, codes, or keys to CLEC's listed employees or Approved Contractors where such systems are available and their use by CLEC will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

91.2.4. CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.

91.2.5. CLEC's employees, agents, invitees and Approved Contractors must display identification cards at all times.

91.2.6. CLEC will assist Sprint in validation and verification of identification of its employees, agents, invitees and Approved Contractors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

91.2.7. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for CLEC than Sprint requires for its own employees or Sprint's contractors.

91.2.8. Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this section.

91.2.9. CLEC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Sprint Premises. While such escort shall not be a requirement to

CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.

91.2.10. CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. CLEC shall promptly update this information as changes occur.

91.3. CLEC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in CLEC facility. CLEC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.

91.4. CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

91.5. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.

91.6. CLEC shall provide Sprint with written notice three (3) Business Days prior to those instances where CLEC or its Approved Contractors perform work, which is to be a known service affecting activity. CLEC will inform Sprint by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.

91.7. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.

91.8. CLEC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.

91.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the

Building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Sprint and CLEC shall reimburse Sprint for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

91.9. CLEC shall identify and shall notify Sprint in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. CLEC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

91.9.1. CLEC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

91.9.2. If Sprint discovers that CLEC has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials on Sprint's Premises in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty after providing CLEC a reasonable adequate time to cure, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.

91.9.3. CLEC shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses,

liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

91.10. CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

91.10.1. CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide Sprint with equipment profile information prior to installation authorization.

91.10.2. CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.

91.10.3. CLEC shall not use the name of the Building or Sprint for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.

91.10.4. CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.

91.10.5. CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

91.10.6. CLEC shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

91.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.

91.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

91.10.9. CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

91.11. CLEC, its employees, agents, contractors, and business invitees shall:

91.11.1. comply with all rules and regulations which Sprint may from time to time adopt applicable to Sprint and CLEC for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and

91.11.2. comply, at its own expense, with all ordinances which are applicable

to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

91.12. Other than minor maintenance activities, CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.

91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new or like-new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. CLEC shall permit Sprint to inspect all construction operations within the Collocation Space.

91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

91.12.3. All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

91.13. Fireproofing Policy. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by CLEC,

whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with Sprint-approved fire barrier sealants, or by Sprint at CLEC's cost.

91.14. Equipment Grounding. CLEC equipment shall be connected to Sprint's grounding system.

91.15. Representations and Warranties. CLEC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to CLEC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

92. BUILDING RIGHTS

92.1. Sprint may, without notice to CLEC:

92.1.1. Change the name or street address of the Premises;

92.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

92.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

92.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;

92.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

92.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at CLEC's sole risk and responsibility;

92.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors,

elevators or other facilities. Sprint shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

92.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

92.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

92.1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to CLEC's right to access.

92.2. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

92.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

93. INSURANCE

93.1. During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

93.1.1. Commercial General Liability with limits of not less than $1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;

93.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;

93.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than $500,000 per accident or disease; and

93.1.4. Umbrella or excess liability in an amount not less than $5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and

93.1.5. "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming Sprint as loss payee. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.

93.2. Nothing contained in this Section shall limit CLEC's liability to Sprint to the limits of insurance certified or carried.

93.3. All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.

93.4. CLEC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.

93.5. Sprint will carry not less than the insurance coverages and limits required of CLEC.

94. INDEMNIFICATION

94.1. CLEC shall indemnify and hold Sprint harmless from any and all claims arising from:

94.1.1. CLEC's use of the Collocation Space;

94.1.2. the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;

94.1.3. any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and

94.1.4. any negligence of the CLEC, or any of CLEC's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

94.2. If any action or proceeding is brought against Sprint by reason of any such claim, CLEC, upon notice from Sprint, shall defend same at CLEC's expense employing counsel satisfactory to Sprint. CLEC, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, and CLEC hereby waives all claims in respect thereof against Sprint.

94.3. CLEC shall at all times indemnify, defend, save and hold harmless Sprint from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give Sprint written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce CLEC's liability under this Section.

94.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give Sprint written notice thereof as soon as CLEC obtains such knowledge.

94.3.2. CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period.

94.3.3. If CLEC has first discharged the lien as provided by law, CLEC may,

at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

95. LIMITATION OF LIABILITY

95.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY TO THE EXTENT THAT SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S NEGLIGENCE OR WILLFUL MISCONDUCT. CLEC SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF SPRINT'S EQUIPMENT AND OTHER PREMISES ONLY TO THE EXTENT THAT SUCH DAMAGE OR DESTRUCTION IS CAUSED BY CLEC'S NEGLIGENCE OR WILLFUL MISCONDUCT.

95.2. BOTH PARTIES WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. CLEC WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE SPRINT'S PREMISES EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT CLEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

96. PARTIAL DESTRUCTION

96.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Sprint notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Sprint does not elect to terminate CLEC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.

96.2. Notwithstanding any other provision of this Agreement to the contrary, to the extent that any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, CLECs, customers or business invitees, unless Sprint otherwise elects, the CLEC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, CLEC shall reimburse Sprint for the cost of such repairs in proportion to CLEC's responsibilty for the casualty, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

96.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within ninety (90) Days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

97. EMINENT DOMAIN

97.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate CLEC's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to CLEC for such cancellation, and the CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

98. BANKRUPTCY

98.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, Sprint may, if Sprint so elects but not otherwise, and with or without notice of such election or other action by Sprint, forthwith terminate this Agreement, provided that such termination is permitted under the applicable bankruptcy laws.

99. ASBESTOS

99.1. CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

100. PRIOR COLLOCATION ARRANGEMENTS

100.1. For CLEC's collocation arrangements that were installed by Sprint prior to the effective date of this Agreement, the following terms, conditions and rates shall apply in addition to the general collocation terms of this Section.

100.2. In the event CLEC desires to decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Sprint will perform the work to decommission CLEC's collocation arrangement that was installed by Sprint.

~~99.3.~~100.3. The following rates apply to arrangements under this Section 99:

Rate Element Description		
Physical Collocation Elements	**Non-Recurring Rate**	**Monthly Recurring Rate**
Cross Connect Facilities		
DS0 Switchboard Cable (per 100-Pair Cable)	-	$ 36.59
DS1 Cross Connect Cable (per DS1 in 28-pack Increments)	-	$ 2.93
DS3 Cross Connect Cable (per DS3 in 12-pack Increments)	-	$ 25.85
Optical Cross-Connect (per 4-Fiber Cable)	-	$ 15.98
DS0 Co-Carrier Direct Cabling (per 100-pair DS0 cable)	-	$ 7.43
DS1 Co-Carrier Direct Cabling (per 28-pack cable)	-	$ 8.34
DS3 Co-Carrier Direct Cabling (per 12-pack cable)	-	$ 18.41
Optical Co-Carrier Direct Cabling (per 4-fiber cable)	-	$ 10.08
Virtual Collocation Elements	**Non-Recurring Rate**	**Monthly Recurring Rate**
Cross Connect Facilities		
DS0 Switchboard Cable (per 100-Pair Cable)	-	$ 36.59
DS1 Cross Connect Cable (per DS1 in 28-pack Increments)	-	$ 4.45
DS3 Cross Connect Cable (per DS3 in 12-pack Increments)	-	$ 53.55
Optical Cross-Connect (per 4-Fiber Cable)	-	$ 15.98
DS1 Co-Carrier Direct Cabling (per 28-pack cable)	-	$ 7.43
DS3 Co-Carrier Direct Cabling (per 12-pack cable)	-	$ 18.41
Optical Co-Carrier Direct Cabling (per 4-fiber cable)	-	$ 10.08

Physical and Virtual Collocation Elements	**Non-Recurring Rate**	**Monthly Recurring Rate**
Security Card		
Security Card (per Card)	$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	$ 17.48	N/A
Additional Labor 1/4 hour CO Technician - Overtime	$ 26.22	N/A
Additional Labor 1/4 hour CO Technician - Premium	$ 34.96	N/A
Additional Labor 1/4 hour CO Engineer	$ 15.66	N/A
Additional Labor 1/4 hour OSP Technician - Regular	$ 14.55	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	$ 21.83	N/A
Additional Labor 1/4 hour OSP Technician - Premium	$ 29.10	N/A
Additional Labor 1/4 hour OSP Engineer	$ 12.28	N/A
Adjacent Onsite Collocation	**Non-Recurring Rate**	**Monthly Recurring Rate**

All elements	ICB	ICB
Remote Terminal Collocation	**Non-Recurring Rate**	**Monthly Recurring Rate**
All elements	ICB	ICB

** Customer is responsible for contracting for construction through approved third-party vendors. These prices are for Sprint's portion of the work required and do not include the customer's charges from their vendor.
*** Rate determined through ICB process and subsequent study after initial request.

101. MISCELLANEOUS

101.1. CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

101.2. Submission of this instrument for examination or signature by Sprint does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Sprint and CLEC.

101.3. Neither Sprint nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.

101.4. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.

101.5. The individuals executing this Agreement on behalf of CLEC represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

"Sprint" **"CLEC"**

By: _____ By: _____

Name :	William E. Cheek	Name:	
Title:	Assistant Vice President – Strategic Sales & Account Management	Title:	
Date:		Date:	

PRICE SHEETS TO REFLECT TRRO AND FLORIDA COLLOCATION PROCEEDING—has been updated[FDN's position on any new rates is as stated in prior emails. Sprint has not provided FDN with any cost studies, despite request. FDN's position on UNE rates is as stated in response to arbitration petition.]

Table One

SPRINT RATE ELEMENT COST SUMMARY: FLORIDA	TRRO Compliant	
DESCRIPTION	MRC	NRC
RESALE DISCOUNTS		
Other than Operator / DA	19.40%	
Op Assist / DA	12.10%	
USAGE FILE CHARGES	MRC	NRC
Message Provisioning, per message	$0.00307	
Data Transmission, per message	$0.00000	
Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		$18.00
OTHER CHARGES	MRC	NRC
Temporary Suspension of Service for UNE-P / Resale - **SUSPEND**		$0.00
Temporary Suspension of Service for UNE-P / Resale - **RESTORE**		$21.00
PIC Change Charge, per change		Per Tariff
Operator Assistance / Directory Assistance Branding		ICB
UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
Tag and Label on a new install loop or resale		$4.72
Tag and Label on a reinstall loop or an existing loop or resale		$9.44
Tag and Label on an addt'l loop or resale on the same order at the same location		$3.78
TRIP CHARGE	MRC	NRC
Trip Charge		$18.88
RATE ELEMENT	MRC	NRC
SERVICE ORDER / INSTALLATION / REPAIR		
Manual Service Order		$28.10
Manual Service Order - Listing Only		$14.81
Manual Service Order - Change Only		$13.76
Electronic Service Order		$3.82
Electronic Service Order - Listing Only		$0.42
Electronic Service Order - Change Only		$1.66
2-Wire Loop Cooperative Testing		$46.71
4-Wire Loop Cooperative Testing		$66.99
Trouble Isolation Charge		$48.47
Change Telephone Number, per change		$14.66
LNP Coordinated Conversion - Lines 1-10		$47.33
LNP Coordinated Conversion - each additional line		$4.24
LNP Conversion - 10-Digit Trigger		$0.00

Special Access to UNE Conversion (including EEL)	-	-
Access to UNE Conversion - DS1, per line	-	$76.71
Access to UNE Conversion - DS3, per line	-	ICB
-	-	-
UNBUNDLED NETWORK ELEMENTS (UNE)	-	-
PRE-ORDER LOOP QUALIFICATION	**MRC**	**NRC**
Loop Make-Up Information	-	$5.90
-	-	-
LOOPS (RATES INCLUDE NID CHARGE)	**MRC**	**NRC**
2-Wire Analog	-	-
Band 1	$11.64	-
Band 2	$18.45	-
Band 3	$25.51	-
Band 4	$46.22	-
First Line	-	$111.24
Second Line and Each Additional Line (same time)	-	$52.73
Re-install (Cut Thru and Dedicated/Vacant)	-	$65.81
Disconnect	-	$31.75
-	-	-
4-Wire Analog	-	-
Band 1	$22.50	-
Band 2	$35.64	-
Band 3	$49.24	-
Band 4	$89.18	-
First Line	-	$144.33
Second Line and Each Additional Line (same time)	-	$85.82
Re-install (Cut Thru and Dedicated/Vacant)	-	$81.70
Disconnect	-	$36.47
-	-	-
2-Wire xDSL - Capable Loop	-	-
Band 1	$11.64	-
Band 2	$18.45	-
Band 3	$25.51	-
Band 4	$46.22	-
First Line	-	$106.81
Second Line and Each Additional Line (same time)	-	$48.30
Re-install (Cut Thru and Dedicated/Vacant)	-	$63.55
Disconnect	-	$31.75
-	-	-
4-Wire xDSL - Capable Loop	-	-
Band 1	$22.43	-
Band 2	$35.53	-
Band 3	$49.08	-
Band 4	$88.89	-
First Line	-	$138.23
Second Line and Each Additional Line (same time)	-	$79.72
Re-install (Cut Thru and Dedicated/Vacant)	-	$78.59
Disconnect	-	$36.47
-	-	-
2-Wire Digital Loop	-	-
Band 1	$11.64	-
Band 2	$18.45	-
Band 3	$25.51	-
Band 4	$46.22	-
First Line	-	$169.14

Second Line and Each Additional Line (same time)	-	$108.10
Disconnect	-	$31.75
-	-	-
2-Wire ISDN-BRI Digital Loop	-	-
Band 1	$19.92	-
Band 2	$31.95	-
Band 3	$44.41	-
Band 4	$80.98	-
First Line	-	$169.14
Second Line and Each Additional Line (same time)	-	$108.10
Disconnect	-	$31.75
-	-	-
4-Wire Digital Loop (no electronics)	-	-
Band 1	$22.50	-
Band 2	$35.64	-
Band 3	$49.24	-
Band 4	$89.18	-
First Line	-	$240.90
Second Line and Each Additional Line (same time)	-	$179.85
Disconnect	-	$36.47
-	-	-
Digital 56k/64k Loop	-	-
Band 1	$19.82	-
Band 2	$31.79	-
Band 3	$44.18	-
Band 4	$80.57	-
First Line	-	$169.14
Second Line and Each Additional Line (same time)	-	$108.10
Disconnect	-	$31.75
-	-	-
DS1 Service and ISDN PRI Loop	-	-
Band 1	$ 88.54	-
Band 2	$ 143.28	-
Band 3	$ 199.93	-
Band 4	$ 366.34	-
First Line	-	$ 325.88
Second Line and Each Additional Line (same time)	-	$ 177.61
Disconnect	-	$ 36.47
-	-	-
DS3 Service	-	-
Add DS3 to existing fiber system	$ 1,286.78	$ 109.19
-	-	-
LOOP CONDITIONING	**MRC**	**NRC**
Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are **less than 18,000 feet in length - per line conditioned** (No Engineering or Trip charges - price reflects 25 pair economies)	-	$0.00
-	-	-
Conditioning Engineering Charge - per loop	-	$39.11
Conditioning Trip Charge - per loop	-	$16.41
-	-	-

The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
Load Coil Removal: Loops 18kft or longer		
Unload cable pair, per Underground location		$445.21
Unload Addt'l cable pair, UG same time, same location and cable		$3.43
Unload cable pair, per Aerial or Buried Location		$7.80
Unload Addt'l cable pair, AE or BU, same time, location and cable		$1.80
Bridge Tap or Repeater Removal - Any Loop Length		
Remove Bridged Tap or Repeater, per Underground Location		$442.28
Remove each Addt'l Bridged Tap or Repeater, UG same time, location and cable		$0.50
Remove Bridged Tap or Repeater, per Aerial or Buried Location		$6.43
Remove each Addt'l Bridged Tap or Repeater, AE or BU same time, location and cable		$0.44
SUB LOOPS (RATES INCLUDE NID CHARGE)	**MRC**	**NRC**
Sub-Loops Interconnection (Stub Cable)		ICB
2 Wire Voice Grade and Digital Data Distribution		
Band 1	$4.97	
Band 2	$7.58	
Band 3	$10.28	
Band 4	$18.22	
First Line		$119.15
Second Line and Each Additional Line (same time)		$40.65
Disconnect		$51.98
4 Wire Voice Grade and Digital Data Distribution		
Band 1	$9.58	
Band 2	$14.59	
Band 3	$19.77	
Band 4	$34.98	
First Line		$164.56
Second Line and Each Additional Line (same time)		$65.20
Disconnect		$63.31
DEDICATED INTEROFFICE TRANSPORT	**MRC**	**NRC**
DS1	**Refer to Dedicated Transport Tab**	$182.15
DS3	**Refer to Dedicated Transport Tab**	$192.85
MULTIPLEXING	**MRC**	**NRC**
Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	$162.48	$93.62
Channel Bank Card (per DS0)	$4.27	
DS0 (Voice Grade)		
D4 OCU DP	$2.98	
D4 ISDN U-Brite	$3.28	
Multiplexing - DS3-DS1 (per DS3)	$195.77	$119.88

UNBUNDLED DARK FIBER	MRC	NRC
Dark Fiber Application & Quote Preparation Charge	-	$270.47
Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.	-	-
Transport	-	-
Interoffice, per foot per fiber - Statewide Average	$0.00390	-
-	-	-
Additional Charges Applicable to Transport	-	-
Fiber Patch Cord, per fiber	$0.82	-
Fiber Patch Panel, per fiber	$0.79	-
-	-	-
Initial Patch Cord Installation / Disconnect, Field Location	-	$22.92
Addt'l Patch Cord Installation / Disconnect, Field Loc., Same Time/Location	-	$7.64
Central Office Interconnection,1-4 Patch Cords per CO - Install or Disconnect	-	$193.55
Dark Fiber End-to-End Testing, Initial Strand	-	$53.48
Dark Fiber End-to-End Testing, Subsequent Strand	-	$15.28
-	-	-
EEL COMBINATIONS	**MRC**	**NRC**
Enhanced Extended Link (EEL) is a combination of Loop, Special Access Transport and Special Access Multiplexing. Refer to the UNE loop section in this document to obtain pricing for the loop portion of an EEL.	-	-
See Rate Element/Service Order/Installation/Repair Center section of this price sheet for EEL Migration and Conversion Charges.	-	-
-	-	-
RECIPROCAL COMPENSATION	**MRC**	**NRC**
End Office per MOU	$0.002221	N/A
Tandem Switching per MOU	$0.002053	N/A
Shared Transport per MOU	$0.000814	N/A
-	-	-
FCC Ordered ISP-bound Traffic Termination Rates (per MOU) = $0.0007	Opt-In	-
-	-	-
TRANSIT SERVICE	**MRC**	**NRC**
Transit Service Charge, per minute of use	$0.002867	N/A
-	-	-
DATABASE, available via contract or tariff	**MRC**	**NRC**
Local Number Portability query (LNP) - Contracted	$0.00030	-
Toll Free Code query (TFC) - Simple - Contracted	$0.00200	-
Toll Free Code query (TFC) - Complex Additive - Contracted	$0.00020	-
Line Information Database query (LIDB) - ***Per Interstsate Tariff***	Per Tariff	-
Line Information Database query transport (LIDB) - ***Per Interstsate Tariff***	Per Tariff	-
Calling Name Database Access Service query (CNAM) - ***Contracted, MTM***	$0.01450	-
Calling Name Database Access Service query (CNAM) - ***Contracted, 3 year term***	$0.00800	-
Calling Name Database Access Service query (CNAM) - ***Contracted, 3 + year term***	$0.00550	-
-	-	-
OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)	**MRC**	**NRC**
Operator and Directory Assistance Services	-	Refer to Retail Tariff
-	-	-
911 and E911 Transport	**MRC**	**NRC**
911 and E911 Transport	Refer to Dedicated Transport Tab	$192.85
-	-	-

STREET INDEX GUIDE	MRC	NRC
SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)	-	$18.00
-	-	-
ROUTINE MODIFICATION OF FACILITIES	**MRC**	**NRC**
-	-	-
Rearrangement of Cable	-	-
Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
-	-	-
Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location	-	-
1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):	-	-
Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
Where Special Construction Applies, Non Recurring Charge	-	$2,581.33
-	-	-
2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)	-	-
Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
Where Special Construction Applies, Non Recurring Charge	-	$2,831.50
-	-	-
Smart Jack	Included in Loop MRC	Included in Loop NRC
-	-	-
Line Card Installation	Included in Loop MRC	Included in Loop NRC
-	-	-

Loop Banding		
Exchange Name	**CLLI**	**Band**
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee	KSSMFLXCRS1	3
Kissimmee (West / Reedy Creek)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTDRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3

North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4

Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFLXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

Sprint - Florida, Inc.
Point to Point Transport Routes

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Non-	Dedicated	Dedicated
Originating	Terminating	Originating	Terminating	Impaired Routes	DS1 Rate	DS3 Rate
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.						
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.						
Alford	Cottondale	ALFRFLXARS0	CTDLFLXARS0		$ 124.64	$ 1,736.74
Alford	Grand Ridge	ALFRFLXARS0	GDRGFLXADS0		$ 185.79	$ 2,572.55
Alford	Greenwood	ALFRFLXARS0	GNWDFLXARS0		$ 181.65	$ 2,456.54
Alford	Malone	ALFRFLXARS0	MALNFLXARS0		$ 181.64	$ 2,456.54
Alford	Marianna	ALFRFLXARS0	MRNNFLXADS0		$ 124.64	$ 1,736.74
Alford	Sneads	ALFRFLXARS0	SNDSFLXARS0		$ 185.79	$ 2,572.55
Altamonte Springs	Apopka	ALSPFLXADS0	APPKFLXADS1		$ 70.89	$ 1,108.53
Altamonte Springs	Casselberry	ALSPFLXADS0	CSLBFLXADS1		$ 63.04	$ 888.72
Altamonte Springs	Goldenrod	ALSPFLXADS0	GLRDFLXADS0	***	$ 63.04	*$ 1,022.03*
Altamonte Springs	Kissimmee	ALSPFLXADS0	KSSMFLXADS0		$ 134.05	ICB
Altamonte Springs	Lake Brantley	ALSPFLXADS0	LKBRFLXADS1	***	$ 70.89	*$ 1,274.81*
Altamonte Springs	Maitland	ALSPFLXADS0	MTLDFLXADS1	** / ***	*$ 81.52*	*$ 1,274.81*
Altamonte Springs	Montverde	ALSPFLXADS0	MNTIFLXADS0		$ 418.22	$ 7,327.52
Altamonte Springs	Reedy Creek	ALSPFLXADS0	KSSMFLXCDS1		$ 259.86	$ 4,646.43
Altamonte Springs	Windermere	ALSPFLXADS0	WNDRFLXARS0		$ 197.54	$ 3,778.06
Altamonte Springs	Winter Garden	ALSPFLXADS0	WNGRFLXADS0		$ 192.09	$ 3,625.42
Altamonte Springs	Winter Park	ALSPFLXADS0	WNPKFLXADS1	** / ***	*$ 81.52*	*$ 1,274.81*
Alva	Bonita Springs	ALVAFLXARS0	BNSPFLXADS1		$ 243.11	$ 5,054.15
Alva	Cape Coral	ALVAFLXARS0	CPCRFLXADS0		$ 243.11	$ 5,054.15
Alva	East Fort Myers	ALVAFLXARS0	FTMYFLXBDS0		$ 243.11	$ 5,054.15
Alva	Fort Myers	ALVAFLXARS0	FTMYFLXADS0		$ 243.11	$ 5,054.15
Alva	Fort Myers Beach	ALVAFLXARS0	FTMBFLXADS0		$ 278.22	$ 6,037.16
Alva	Lehigh Acres	ALVAFLXARS0	LHACFLXADS0		$ 243.11	$ 5,054.15
Alva	North Cape Coral	ALVAFLXARS0	CPCRFLXBDS1		$ 243.11	$ 5,054.15
Alva	North Fort Myers	ALVAFLXARS0	NFMYFLXADS0		$ 278.22	$ 6,037.16
Alva	Pine Island	ALVAFLXARS0	PNISFLXADS0		$ 278.22	$ 6,037.16
Alva	Regional Airport	ALVAFLXARS0	CYLKFLXBRS0		$ 315.68	$ 6,209.48
Alva	Sanibel-Captiva Islands	ALVAFLXARS0	SNISFLXADS0		$ 278.22	$ 6,037.16
Alva	South Fort Myers	ALVAFLXARS0	FTMYFLXCDS2		$ 278.22	$ 6,037.16
Apopka	Casselberry	APPKFLXADS1	CSLBFLXADS1		$ 133.94	$ 1,997.25
Apopka	Goldenrod	APPKFLXADS1	GLRDFLXADS0		$ 133.94	$ 1,997.25
Apopka	Kissimmee	APPKFLXADS1	KSSMFLXADS0		$ 83.34	ICB
Apopka	Lake Brantley	APPKFLXADS1	LKBRFLXADS1		$ 70.89	$ 1,108.53
Apopka	Maitland	APPKFLXADS1	MTLDFLXADS1		$ 70.89	$ 1,108.53
Apopka	Montverde	APPKFLXADS1	MNTIFLXADS0		$ 162.29	$ 2,790.98
Apopka	Mt. Dora	APPKFLXADS1	MTDRFLXARS0		$ 104.40	$ 2,046.76
Apopka	Reedy Creek	APPKFLXADS1	KSSMFLXCDS1		$ 188.96	$ 3,537.91
Apopka	Windermere	APPKFLXADS1	WNDRFLXARS0		$ 126.64	$ 2,669.54
Apopka	Winter Garden	APPKFLXADS1	WNGRFLXADS0		$ 121.19	$ 2,516.90
Apopka	Winter Park	APPKFLXADS1	WNPKFLXADS1		$ 70.89	$ 1,108.53
Arcadia	Port Charlotte	ARCDFLXADS0	PTCTFLXADS0		$ 241.19	$ 5,877.04
Arcadia	Wauchula	ARCDFLXADS0	WCHLFLXADS0		$ 241.19	$ 5,877.04
Arcadia	Zolfo Springs	ARCDFLXADS0	ZLSPFLXARS0		$ 241.19	$ 5,877.04
Astor	Clermont	ASTRFLXARS0	CLMTFLXADS0		$ 168.54	$ 2,966.01

Astor	Eustis	ASTRFLXARS0	ESTSFLXARS0		$ 168.54	$ 2,966.01
Astor	Groveland	ASTRFLXARS0	GVLDFLXARS0		$ 365.97	$ 7,617.85
Astor	Howey-in-the-Hills	ASTRFLXARS0	HOWYFLXARS0		$ 226.28	$ 3,706.16
Astor	Lady Lake	ASTRFLXARS0	LDLKFLXARS0		$ 266.25	$ 4,825.53
Astor	Leesburg	ASTRFLXARS0	LSBGFLXADS1		$ 168.54	$ 2,966.01
Astor	Montverde	ASTRFLXARS0	MTVRFLXARS0		$ 222.50	$ 3,600.33
Astor	Mt. Dora	ASTRFLXARS0	MTDRFLXARS0		$ 168.54	$ 2,966.01
Astor	Tavares	ASTRFLXARS0	TVRSFLXADS0		$ 168.54	$ 2,966.01
Astor	Umatilla	ASTRFLXARS0	UMTLFLXARS0		$ 168.54	$ 2,966.01
Avon Park	East Fort Myers	AVPKFLXADS0	FTMYFLXBDS0		$ 114.90	$ 2,486.83
Avon Park	Lake Placid	AVPKFLXADS0	LKPCFLXARS0		$ 296.24	$ 6,541.89
Avon Park	Sebring	AVPKFLXADS0	SBNGFLXADS1		$ 241.19	$ 5,877.04
Avon Park	Spring Lake	AVPKFLXADS0-	SLHLFLXARS0		$ 241.19	$ 5,877.04
Avon Park	Wauchula	AVPKFLXADS0	WCHLFLXADS0		$ 241.19	$ 5,877.04
Baker	Crestview	BAKRFLXADS0	CRVWFLXADS0		$ 52.43	$ 591.58
Baker	DeFuniak Springs	BAKRFLXADS0	DFSPFLXADS0		$ 204.01	$ 3,959.20
Baker	Destin	BAKRFLXADS0	DESTFLXADS0		$ 204.01	$ 3,959.20
Baker	Fort Walton Beach	BAKRFLXADS0	FTWBFLXADS0		$ 204.01	$ 3,959.20
Baker	Shalimar	BAKRFLXADS0	SHLMFLXADS0		$ 258.69	$ 4,613.87
Baker	Valparaiso	BAKRFLXADS0	VLPRFLXADS0		$ 204.01	$ 3,959.20
Belleview	Forest	BLVWFLXADS0	OCNFFLXARS0		$ 284.25	$ 6,206.08
Belleview	Highlands	BLVWFLXADS0	OCALFLXCRS0		$ 284.25	$ 6,206.08
Belleview	Lady Lake (821)	BLVWFLXADS0	LDLKFLXARS0		$ 202.12	$ 3,906.28
Belleview	Ocala	BLVWFLXADS0	OCALFLXADS0		$ 197.44	$ 4,651.84
Belleview	Ocklawaha	BLVWFLXADS0	OKLWFLXADS0		$ 53.89	$ 632.28
Belleview	Salt Springs	BLVWFLXADS0	SSPRFLXARS0		$ 284.25	$ 6,206.08
Belleview	Silver Springs Shores	BLVWFLXADS0	SVSSFLXARS0		$ 74.53	$ 1,210.29
Belleview	Wildwood	BLVWFLXADS0	WLWDFLXARS0		$ 97.72	$ 1,859.52
Beverly Hills	Chassahowitzka	BVHLFLXADS0	CHSWFLXARS0		$ 329.78	$ 6,604.32
Beverly Hills	Crystal River	BVHLFLXADS0	CRRVFLXADS0		$ 82.16	$ 1,423.98
Beverly Hills	Homosassa Springs	BVHLFLXADS0	HMSPFLXARS0		$ 82.16	$ 1,423.98
Beverly Hills	Inverness	BVHLFLXADS0	INVRFLXADS0		$ 82.16	$ 1,423.98
Blairstone	Calhoun	TLHSFLXDDS0	TLHSFLXADS0	***	$ 68.28	*$ 1,190.55*
Blairstone	FSU	TLHSFLXDDS0	TLHSFLXEDS0		$ 130.09	$ 1,889.38
Blairstone	Mabry	TLHSFLXDDS0	TLHSFLXCDS0		$ 130.09	$ 1,889.38
Blairstone	Perkins	TLHSFLXDDS0	TLHSFLXHDS0		$ 130.09	$ 1,889.38
Blairstone	Thomasville	TLHSFLXDDS0	TLHSFLXFDS0		$ 117.88	$ 1,547.46
Blairstone	Willis	TLHSFLXDDS0	TLHSFLXBDS0		$ 68.28	$ 1,035.26
Boca Grande	Cape Haze	BCGRFLXARS1	CPHZFLXADS0		$ 64.86	$ 939.60
Boca Grande	Port Charlotte	BCGRFLXARS1	PTCTFLXADS0		$ 64.86	$ 939.60
Boca Grande	Punta Gorda	BCGRFLXARS1	PNGRFLXADS1		$ 306.06	$ 6,816.65
Bonifay	DeFuniak Springs	BNFYFLXARS0	DFSPFLXADS0		$ 167.81	$ 2,945.66
Bonifay	Ponce de leon	BNFYFLXARS0	PNLNFLXARS0		$ 221.77	$ 3,579.98
Bonifay	Reynolds Hill	BNFYFLXARS0	RYHLFLXARS0		$ 128.12	$ 1,834.43
Bonifay	Westville	BNFYFLXARS0	WSTVFLXARS0		$ 77.29	$ 1,287.63
Bonita Springs	Cypress Lake	BNSPFLXADS1	CYLKFLXADS0		$ 176.29	$ 4,059.59
Bonita Springs	East Fort Myers	BNSPFLXADS1	FTMYFLXBDS0		$ 176.29	$ 4,059.59
Bonita Springs	Fort Meade	BNSPFLXADS1	FTMDFLXARS0		$ 476.24	$ 10,705.28
Bonita Springs	Fort Myers	BNSPFLXADS1	FTMYFLXADS0		$ 176.29	$ 4,059.59
Bonita Springs	Fort Myers Beach	BNSPFLXADS1	FTMBFLXADS0		$ 278.22	$ 6,037.16
Bonita Springs	Golden Gate	BNSPFLXADS1	GLGCFLXADS0		$ 176.29	$ 4,059.59
Bonita Springs	Naples	BNSPFLXADS1	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Bonita Springs	Naples Moorings	BNSPFLXADS1	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Bonita Springs	Naples Southeast	BNSPFLXADS1	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Bonita Springs	North Naples	BNSPFLXADS1	NNPLFLXADS1		$ 176.29	$ 4,059.59
Bonita Springs	Sanibel-Captiva Islands	BNSPFLXADS1	SNISFLXADS0		$ 225.18	ICB
Bowling Green	Fort Meade	BWLGFLXARS0	FTMDFLXARS0		$ 299.95	$ 6,645.69

Bowling Green	Wauchula	BWLGFLXARS0	WCHLFLXADS0	$ 299.95	$ 6,645.69
Bowling Green	Zolfo Springs	BWLGFLXARS0	ZLSPFLXARS0	$ 299.95	$ 6,645.69
Buenaventura Lakes	Kissimmee	KSSMFLXDRS0	KSSMFLXADS0	$ 146.32	$ 2,782.16
Bushnell	Howey-in-the-Hills	BSHNFLXADS0	HOWYFLXARS0	$ 255.18	$ 5,391.99
Bushnell	Leesburg	BSHNFLXADS0	LSBGFLXADS1	$ 197.44	$ 4,651.84
Bushnell	Wildwood	BSHNFLXADS0	WLWDFLXADS1	$ 295.15	$ 6,511.36
Calhoun	FSU	TLHSFLXADS0	TLHSFLXEDS0	$ 61.81	$ 854.12
Calhoun	Tallahassee - Mabry	TLHSFLXADS0	TLHSFLXCDS0	$ 61.81	$ 854.12
Calhoun	Perkins	TLHSFLXADS0	TLHSFLXHDS0	$ 61.81	$ 854.12
Calhoun	Thomasville	TLHSFLXADS0	TLHSFLXFDS0	$ 49.60	$ 512.21
Calhoun	Tallahassee - Willis	TLHSFLXADS0	TLHSFLXBDS0	$ 61.81	$ 854.12
Cape Coral	East Fort Myers	CPCRFLXADS0	FTMYFLXBDS0	$ 243.11	$ 5,054.15
Cape Coral	Fort Myers	CPCRFLXADS0	FTMYFLXADS0	$ 66.82	$ 994.55
Cape Coral	Fort Myers Beach	CPCRFLXADS0	FTMBFLXADS0	$ 168.76	$ 2,972.12
Cape Coral	Lehigh Acres	CPCRFLXADS0	LHACFLXADS0	$ 243.11	$ 5,054.15
Cape Coral	North Cape Coral	CPCRFLXADS0	CPCRFLXBDS1	$ 66.82	$ 994.55
Cape Coral	North Fort Myers	CPCRFLXADS0	NFMYFLXADS0	$ 66.82	$ 994.55
Cape Coral	Pine Island	CPCRFLXADS0	PNISFLXADS0	$ 168.76	$ 2,972.12
Cape Coral	Punta Gorda	CPCRFLXADS0	PNGRFLXADS1	$ 308.02	$ 6,871.60
Cape Coral	Sanibel-Captiva Islands	CPCRFLXADS0	SNISFLXADS0	$ 168.76	$ 2,972.12
Cape Haze	Port Charlotte	CPHZFLXADS0	PTCTFLXADS0	$ 64.86	$ 939.60
Cape Haze	Punta Gorda	CPHZFLXADS0	PNGRFLXADS1	$ 306.06	$ 6,816.65
Casselberry	Goldenrod	CSLBFLXADS1	GLRDFLXADS0	$ 63.04	$ 888.72
Casselberry	Lake Brantley	CSLBFLXADS1	LKBRFLXADS1	$ 133.94	$ 1,997.25
Casselberry	Maitland	CSLBFLXADS1	MTLDFLXADS1	$ 133.94	$ 1,997.25
Casselberry	Montverde	CSLBFLXADS1	MNTIFLXADS0	$ 410.37	$ 7,107.71
Casselberry	Reedy Creek	CSLBFLXADS1	KSSMFLXCDS1	$ 252.01	$ 4,426.63
Casselberry	Windermere	CSLBFLXADS1	WNDRFLXARS0	$ 189.69	$ 3,558.26
Casselberry	Winter Garden	CSLBFLXADS1	WNGRFLXADS0	$ 184.24	$ 3,405.62
Casselberry	Winter Park	CSLBFLXADS1	WNPKFLXADS1	$ 63.04	$ 888.72
Chassahowitzka	Crystal River	CHSWFLXARS0	CRRVFLXADS0	$ 329.78	$ 6,604.32
Chassahowitzka	Homosassa Springs	CHSWFLXARS0	HMSPFLXARSO	$ 329.78	$ 6,604.32
Chassahowitzka	Inverness	CHSWFLXARS0	INVRFLXADS0	$ 329.78	$ 6,604.32
Cherry Lake	Greenville	CHLKFLXARS0	GNVLFLXARS0	$ 313.71	$ 6,154.53
Cherry Lake	Lee	CHLKFLXARS0	LEE FLXARS0	$ 109.37	$ 1,309.34
Cherry Lake	Madison	CHLKFLXARS0	MDSNFLXADS0	$ 58.83	$ 770.68
Clermont	Eustis	CLMTFLXADS0	ESTSFLXARS0	$ 104.40	$ 2,046.76
Clermont	Groveland	CLMTFLXADS0	GVLDFLXARS0	$ 197.44	$ 4,651.84
Clermont	Howey-in-the-Hills	CLMTFLXADS0	HOWYFLXARS0	$ 166.07	$ 2,896.81
Clermont	Lady Lake	CLMTFLXADS0	LDLKFLXARS0	$ 206.04	$ 4,016.19
Clermont	Leesburg	CLMTFLXADS0	LSBGFLXADS1	$ 104.40	$ 2,046.76
Clermont	Montverde	CLMTFLXADS0	MNTIFLXADS0	$ 143.85	$ 2,712.96
Clermont	Mt. Dora	CLMTFLXADS0	MTDRFLXARS0	$ 104.40	$ 2,046.76
Clermont	Reedy Creek	CLMTFLXADS0	KSSMFLXCDS1	$ 67.77	$ 1,021.01
Clermont	Tavares	CLMTFLXADS0	TVRSFLXADS0	$ 104.40	$ 2,046.76
Clermont	Umatilla	CLMTFLXADS0	UMTLFLXARS0	$ 168.54	$ 2,966.01
Clermont	Windermere	CLMTFLXADS0	WNDRFLXARS0	$ 194.41	$ 3,690.55
Clermont	Winter Garden	CLMTFLXADS0	WNGRFLXADS0	$ 188.96	$ 3,537.91
Clewiston	LaBelle	CLTNFLXARS0	LBLLFLXADS0	$ 100.99	$ 1,951.11
Clewiston	Moore Haven	CLTNFLXARS0	MRHNFLXARS0	$ 100.99	$ 1,951.11
Cottondale	Grand Ridge	CTDLFLXARS0	GDRGFLXADS0	$ 138.45	$ 2,123.43
Cottondale	Greenwood	CTDLFLXARS0	GNWDFLXARS0	$ 134.30	$ 2,007.42
Cottondale	Malone	CTDLFLXARS0	MALNFLXARS0	$ 134.30	$ 2,007.42
Cottondale	Marianna	CTDLFLXARS0	MRNNFLXADS0	$ 77.29	$ 1,287.63
Cottondale	Sneads	CTDLFLXARS0	SNDSFLXARS0	$ 138.45	$ 2,123.43
Crawfordville	Calhoun	CFVLFLXADS0	TLHSFLXADS0	$ 86.96	$ 1,558.31
Crawfordville	Panacea	CFVLFLXADS0	PANCFLXARS0	$ 56.36	$ 701.48

Crawfordville	Sopchoppy	CFVLFLXADS0	SPCPFLXADS0	$ 86.96	$ 1,558.31
Crawfordville	St. Marks	CFVLFLXADS0	STMKFLXARS0	$ 53.89	$ 632.28
Crestview	DeFuniak Springs	CRVWFLXADS0	DFSPFLXADS0	$ 151.57	$ 3,367.62
Crestview	Destin	CRVWFLXADS0	DESTFLXADS0	$ 151.57	$ 3,367.62
Crestview	Fort Walton Beach	CRVWFLXADS0	FTWBFLXADS0	$ 151.57	$ 3,367.62
Crestview	Shalimar	CRVWFLXADS0	SHLMFLXADS0	$ 206.26	$ 4,022.29
Crestview	Valparaiso	CRVWFLXADS0	VLPRFLXADS0	$ 151.57	$ 3,367.62
Crystal River	Clermont	CRRVFLXADS0	CLMTFLXADS0	$ 279.60	$ 6,075.83
Crystal River	Homosassa Springs	CRRVFLXADS0	HMSPFLXARS0	$ 82.16	$ 1,423.98
Crystal River	Inverness	CRRVFLXADS0	INVRFLXADS0	$ 82.16	$ 1,423.98
Cypress Lake	Cypress Lake	CYLKFLXADS0	CYLKFLXBDS0	$ 174.50	$ 3,132.90
Cypress Lake	East Fort Myers	CYLKFLXADS0	FTMYFLXCDS0	$ 176.29	$ 4,059.59
Cypress Lake	Fort Myers	CYLKFLXADS0	FTMYFLXADS0	$ 176.29	$ 4,059.59
Cypress Lake	Fort Myers Beach	CYLKFLXADS0	FTMBFLXADS0	$ 101.93	$ 1,977.56
Cypress Lake	Lehigh Acres	CYLKFLXADS0	LHACFLXADS0	$ 176.29	$ 4,059.59
Cypress Lake	North Cape Coral	CYLKFLXADS0	CPCRFLXBDS1	$ 66.82	$ 994.55
Cypress Lake	North Fort Myers	CYLKFLXADS0	NFMYFLXADS0	$ 101.93	$ 1,977.56
Cypress Lake	Pine Island	CYLKFLXADS0	PNISFLXADS0	$ 101.93	$ 1,977.56
Cypress Lake	Regional Airport	CYLKFLXADS0	CYLKFLXBRS0	$ 174.50	$ 3,132.90
Cypress Lake	Sanibel-Captiva Islands	CYLKFLXADS0	SNISFLXADS0	$ 101.93	$ 1,977.56
Cypress Lake	South Fort Myers	CYLKFLXADS0	FTMYFLXCDS2	$ 101.93	$ 1,977.56
Dade City	San Antonio	DDCYFLXADS1	SNANFLXARS0	$ 63.34	$ 896.86
Dade City	Trilacoochee	DDCYFLXADS1	TLCHFLXARS0	$ 63.34	$ 896.86
DeFuniak Springs	Fort Walton Beach	DFSPFLXADS0	FTWBFLXADS0	$ 151.57	$ 3,367.62
DeFuniak Springs	Freeport	DFSPFLXADS0	FRPTFLXARS0	$ 151.57	$ 3,367.62
DeFuniak Springs	Glendale	DFSPFLXADS0	GLDLFLXARS0	$ 54.10	$ 638.39
DeFuniak Springs	Ponce de Leon	DFSPFLXADS0	PNLNFLXARS0	$ 53.96	$ 634.32
DeFuniak Springs	Reynolds Hill	DFSPFLXADS0	RYHLFLXARS0	$ 218.64	$ 3,492.47
DeFuniak Springs	Santa Rosa Beach	DFSPFLXADS0	SNRSFLXARS0	$ 151.57	$ 3,367.62
DeFuniak Springs	Seagrove Beach	DFSPFLXADS0	SGBHFLXARS0	$ 151.57	$ 3,367.62
DeFuniak Springs	Shalimar	DFSPFLXADS0	SHLMFLXADS0	$ 206.26	$ 4,022.29
DeFuniak Springs	Valpariso	DFSPFLXADS0	VLPRFLXADS0	$ 151.57	$ 3,367.62
DeFuniak Springs	Westville	DFSPFLXADS0	WSTVFLXARS0	$ 167.81	$ 2,945.66
Destin	DeFuniak Springs	DESTFLXADS0	DFSPFLXADS0	$ 151.57	$ 3,367.62
Destin	Fort Walton Beach	DESTFLXADS0	FTWBFLXADS0	$ 151.57	$ 3,367.62
Destin	Freeport	DESTFLXADS0	FRPTFLXARS0	$ 151.57	$ 3,367.62
Destin	Glendale	DESTFLXADS0	GLDLFLXARS0	$ 205.68	$ 4,006.01
Destin	Ponce de Leon	DESTFLXADS0	PNLNFLXARS0	$ 205.53	$ 4,001.94
Destin	Santa Rosa Beach	DESTFLXADS0	SNRSFLXARS0	$ 151.57	$ 3,367.62
Destin	Seagrove Beach	DESTFLXADS0	SGBHFLXARS0	$ 151.57	$ 3,367.62
Destin	Shalimar	DESTFLXADS0	SHLMFLXADS0	$ 206.26	$ 4,022.29
Destin	Valpariso	DESTFLXADS0	VLPRFLXADS0	$ 151.57	$ 3,367.62
East Fort Myers	Fort Myers	FTMYFLXBDS0	FTMYFLXADS0	$ 176.29	$ 4,059.59
East Fort Myers	Fort Myers Beach	FTMYFLXBDS0	FTMBFLXADS0	$ 278.22	$ 6,037.16
East Fort Myers	Lehigh Acres	FTMYFLXBDS0	LHACFLXADS0	$ 176.29	$ 4,059.59
East Fort Myers	North Cape Coral	FTMYFLXBDS0	CPCRFLXBDS1	$ 243.11	$ 5,054.15
East Fort Myers	North Fort Myers	FTMYFLXBDS0	NFMYFLXADS0	$ 278.22	$ 6,037.16
East Fort Myers	Pine Island	FTMYFLXBDS0	PNISFLXADS0	$ 278.22	$ 6,037.16
East Fort Myers	Regional Airport	FTMYFLXBDS0	CYLKFLXBRS0	$ 248.85	$ 5,214.93
East Fort Myers	Sanibel-Captiva Islands	FTMYFLXBDS0	SNISFLXADS0	$ 278.22	$ 6,037.16
East Fort Myers	South Fort Myers	FTMYFLXBDS0	FTMYFLXCDS2	$ 278.22	$ 6,037.16
Eustis	Groveland	ESTSFLXARS0	GVLDFLXARS0	$ 301.84	$ 6,698.60
Eustis	Howey-in-the-Hills	ESTSFLXARS0	HOWYFLXARS0	$ 162.14	$ 2,786.91
Eustis	Lady Lake	ESTSFLXARS0	LDLKFLXARS0	$ 202.12	$ 3,906.28
Eustis	Leesburg	ESTSFLXARS0	LSBGFLXADS1	$ 104.40	$ 2,046.76
Eustis	Montverde	ESTSFLXARS0	MTVRFLXARS0	$ 158.36	$ 2,681.08
Eustis	Mt. Dora	ESTSFLXARS0	MTDRFLXARS0	$ 104.40	$ 2,046.76

Eustis	Tavares	ESTSFLXARS0	TVRSFLXADS0		$ 104.40	$ 2,046.76
Eustis	Umatilla	ESTSFLXARS0	UMTLFLXARS0		$ 168.54	$ 2,966.01
Everglades	Naples	EVRGFLXARS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Forest	Highlands	OCNFFLXARS0	OCALFLXCRS0		$ 161.34	$ 2,764.53
Forest	Lady Lake	OCNFFLXARS0	LDLKFLXARS0		$ 560.90	$ 11,322.65
Forest	Ocala	OCNFFLXARS0	OCALFLXADS0		$ 161.34	$ 2,764.53
Forest	Ocklawaha	OCNFFLXARS0	OKLWFLXADS0		$ 161.34	$ 2,764.53
Forest	Salt Springs	OCNFFLXARS0	SSPRFLXARS0		$ 161.34	$ 2,764.53
Forest	Silver Springs Shores	OCNFFLXARS0	SVSSFLXARS0		$ 161.34	$ 2,764.53
Fort Myers	Clewiston	FTMYFLXADS0	CLTNFLXARS0		$ 296.39	$ 6,545.96
Fort Myers	Fort Myers Beach	FTMYFLXADS0	FTMBFLXADS0		$ 101.93	$ 1,977.56
Fort Myers	Immokalee	FTMYFLXADS0	IMKLFLXARS0		$ 176.29	$ 4,059.59
Fort Myers	LaBelle	FTMYFLXADS0	LBLLFLXADS0		$ 241.19	$ 5,877.04
Fort Myers	Lehigh Acres	FTMYFLXADS0	LHACFLXADS0		$ 176.29	$ 4,059.59
Fort Myers	Naples	FTMYFLXADS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Fort Myers	North Cape Coral	FTMYFLXADS0	CPCRFLXBDS1		$ 66.82	$ 994.55
Fort Myers	North Fort Myers	FTMYFLXADS0	NFMYFLXADS0		$ 101.93	$ 1,977.56
Fort Myers	North Fort Myers	FTMYFLXADS0	NFMYFLXB		$ 101.93	ICB
Fort Myers	North Naples	FTMYFLXADS0	NNPLFLXADS1		$ 176.29	$ 4,059.59
Fort Myers	Pine Island	FTMYFLXADS0	PNISFLXADS0		$ 101.93	$ 1,977.56
Fort Myers	Punta Gorda	FTMYFLXADS0	PNGRFLXADS1		$ 241.19	$ 5,877.04
Fort Myers	San Carlos Park/Cypress Lake	FTMYFLXADS0	SCPKFLXA		$ 66.82	$ 994.55
Fort Myers	Sanibel-Captiva Islands	FTMYFLXADS0	SNISFLXADS0		$ 101.93	$ 1,977.56
Fort Myers	Sebring	FTMYFLXADS0	SBNGFLXADS1		$ 195.40	$ 4,594.86
Fort Myers Beach	Naples	FTMBFLXADS0	NPLSFLXCDS0		$ 278.22	$ 6,037.16
Fort Myers Beach	North Cape Coral	FTMBFLXADS0	CPCRFLXBDS1		$ 168.76	$ 2,972.12
Fort Myers Beach	North Fort Myers	FTMBFLXADS0	NFMYFLXADS0		$ 101.93	$ 1,977.56
Fort Myers Beach	North Naples	FTMBFLXADS0	NNPLFLXADS1		$ 278.22	$ 6,037.16
Fort Myers Beach	Pine Island	FTMBFLXADS0	PNISFLXADS0		$ 101.93	$ 1,977.56
Fort Myers Beach	Sanibel-Captiva Islands	FTMBFLXADS0	SNISFLXADS0		$ 101.93	$ 1,977.56
Fort Walton Beach	Freeport	FTWBFLXADS0	FRPTFLXARS0		$ 151.57	$ 3,367.62
Fort Walton Beach	Santa Rosa Beach	FTWBFLXADS0	SNRSFLXARS0		$ 206.26	$ 4,022.29
Fort Walton Beach	Seagrove Beach	FTWBFLXADS0	SGBHFLXARS0		$ 206.26	$ 4,022.29
Fort Walton Beach	Shalimar	FTWBFLXADS0	SHLMFLXADS0		$ 151.57	$ 3,367.62
Fort Walton Beach	Valparaiso	FTWBFLXADS0	VLPRFLXADS0		$ 151.57	$ 3,367.62
Freeport	Glendale	FRPTFLXARS0	GLDLFLXARS0		$ 205.68	$ 4,006.01
Freeport	Ponce de Leon	FRPTFLXARS0	PNLNFLXARS0		$ 205.53	$ 4,001.94
Freeport	Santa Rosa Beach	FRPTFLXARS0	SNRSFLXARS0		$ 151.57	$ 3,367.62
Freeport	Seagrove Beach	FRPTFLXARS0	SGBHFLXARS0		$ 151.57	$ 3,367.62
Freeport	Valpariso	FRPTFLXARS0	VLPRFLXADS0		$ 151.57	$ 3,367.62
FSU	Mabry	TLHSFLXEDS0	TLHSFLXCDS0		$ 61.81	$ 854.12
FSU	Perkins	TLHSFLXEDS0	TLHSFLXHDS0		$ 61.81	$ 854.12
FSU	Thomasville	TLHSFLXEDS0	TLHSFLXFDS0		$ 111.41	$ 1,366.33
FSU	Willis	TLHSFLXEDS0	TLHSFLXBDS0		$ 61.81	$ 854.12
Glendale	Ponce de Leon	GLDLFLXARS0	PNLNFLXARS0		$ 108.06	$ 1,272.71
Glendale	Santa Rosa Beach	GLDLFLXARS0	SNRSFLXARS0		$ 205.68	$ 4,006.01
Glendale	Seagrove Beach	GLDLFLXARS0	SGBHFLXARS0		$ 205.68	$ 4,006.01
Glendale	Valparaiso	GLDLFLXARS0	VLPRFLXADS0		$ 205.68	$ 4,006.01
Golden Gate	Marco Island	GLGCFLXADS0	MOISFLXADS0		$ 176.29	$ 4,059.59
Golden Gate	Naples	GLGCFLXADS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Golden Gate	Naples Moorings	GLGCFLXADS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Golden Gate	Naples Southeast	GLGCFLXADS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Golden Gate	North Naples	GLGCFLXADS0	NNPLFLXADS1		$ 176.29	$ 4,059.59
Goldenrod	Kissimmee	GLRDFLXADS0	KSSMFLXADS0		$ 134.05	ICB
Goldenrod	Lake Brantely	GLRDFLXADS0	LKBRFLXADS1	***	$ 133.94	$ 2,296.84
Goldenrod	Maitland	GLRDFLXADS0	MTLDFLXADS1	***	$ 133.94	$ 2,296.84

Goldenrod	Montverde	GLRDFLXADS0	MNTIFLXADS0		$ 410.37	$ 7,107.71
Goldenrod	Reedy Creek	GLRDFLXADS0	KSSMFLXCDS1		$ 252.01	$ 4,426.63
Goldenrod	Windermere	GLRDFLXADS0	WNDRFLXARS0		$ 189.69	$ 3,558.26
Goldenrod	Winter Garden	GLRDFLXADS0	WNGRFLXADS0		$ 184.24	$ 3,405.62
Goldenrod	Winter Park	GLRDFLXADS0	WNPKFLXADS1	***	$ 63.04	$ 1,022.03
Grand Ridge	Greenwood	GDRGFLXADS0	GNWDFLXARS0		$ 118.17	$ 1,555.61
Grand Ridge	Malone	GDRGFLXADS0	MALNFLXARS0		$ 118.17	$ 1,555.61
Grand Ridge	Marianna	GDRGFLXADS0	MRNNFLXADS0		$ 61.15	$ 835.81
Grand Ridge	Sneads	GDRGFLXADS0	SNDSFLXARS0		$ 61.15	$ 835.81
Greenville	Calhoun	GNVLFLXARS0	TLHSFLXADS0		$ 254.89	$ 5,383.85
Greenville	Lee	GNVLFLXARS0	LEE FLXARS0		$ 305.43	$ 5,922.52
Greenville	Madison	GNVLFLXARS0	MDSNFLXADS0		$ 254.89	$ 5,383.85
Greenville	Monticello	GNVLFLXARS0	MNTIFLXADS0		$ 254.89	$ 5,383.85
Greenwood	Malone	GNWDFLXARS0	MALNFLXARS0		$ 57.01	$ 719.80
Greenwood	Marianna	GNWDFLXARS0	MRNNFLXADS0		$ 57.01	$ 719.80
Greenwood	Sneads	GNWDFLXARS0	SNDSFLXARS0		$ 118.17	$ 1,555.61
Groveland	Bushnell	GVLDFLXARS0	BSHNFLXADS0		$ 197.44	$ 4,651.84
Groveland	Howey-in-the-Hills	GVLDFLXARS0	HOWYFLXARS0		$ 255.18	$ 5,391.99
Groveland	Lady Lake	GVLDFLXARS0	LDLKFLXARS0		$ 403.48	$ 8,668.03
Groveland	Leesburg	GVLDFLXARS0	LSBGFLXADS1		$ 197.44	$ 4,651.84
Groveland	Montverde	GVLDFLXARS0	MTVRFLXARS0		$ 355.80	$ 7,332.92
Groveland	Mt. Dora	GVLDFLXARS0	MTDRFLXARS0		$ 301.84	$ 6,698.60
Groveland	Tavares	GVLDFLXARS0	TVRSFLXADS0		$ 301.84	$ 6,698.60
Groveland	Umatilla	GVLDFLXARS0	UMTLFLXARS0		$ 365.97	$ 7,617.85
Groveland	Windermere	GVLDFLXARS0	WNDRFLXARS0		$ 432.41	$ 9,478.04
Groveland	Winter Garden	GVLDFLXARS0	WNGRFLXADS0		$ 305.76	$ 6,808.51
Highlands	Lady Lake	OCALFLXCRS0	LDLKFLXARS0		$ 490.29	$ 10,222.27
Highlands	Ocala	OCALFLXCRS0	OCALFLXADS0		$ 86.81	$ 1,554.24
Highlands	Ocklawaha	OCALFLXCRS0	OKLWFLXADS0		$ 161.34	$ 2,764.53
Highlands	Salt Springs	OCALFLXCRS0	SSPRFLXARS0		$ 86.81	$ 1,554.24
Highlands	Shady Road	OCALFLXCRS0	OCALFLXBDS0		$ 284.25	$ 6,206.08
Highlands	Silver Springs Shores	OCALFLXCRS0	SVSSFLXARS0		$ 161.34	$ 2,764.53
Homosassa Springs	Beverly Hills	HMSPFLXARS0	BVHLFLXADS0		$ 82.16	$ 1,423.98
Homosassa Springs	Inverness	HMSPFLXARS0	INVRFLXADS0		$ 82.16	$ 1,423.98
Howey-In-The-Hills	Lady Lake	HOWYFLXARS0	LDLKFLXARS0		$ 263.78	$ 4,756.34
Howey-In-The-Hills	Leesburg	HOWYFLXARS0	LSBGFLXADS1		$ 57.74	$ 740.15
Howey-In-The-Hills	Montverde	HOWYFLXARS0	MTVRFLXARS0		$ 216.10	$ 3,421.23
Howey-In-The-Hills	Mt. Dora	HOWYFLXARS0	MTDRFLXARSO		$ 162.14	$ 2,786.91
Howey-In-The-Hills	Tavares	HOWYFLXARS0	TVRSFLXADS0		$ 162.14	$ 2,786.91
Howey-In-The-Hills	Umatilla	HOWYFLXARS0	UMTLFLXARS0		$ 226.28	$ 3,706.16
Howey-In-The-Hills	Wildwood	HOWYFLXARS0	WLWDFLXARS0		$ 155.45	$ 2,599.67
Immokalee	LaBelle	IMKLFLXARS0	LBLLFLXADS0		$ 417.48	$ 9,936.64
Immokalee	Naples	IMKLFLXARS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Kenansville	Kissimmee	KNVLFLXARS0	KSSMFLXADS0		$ 211.83	$ 5,054.82
Kenansville	St. Cloud	KNVLFLXARS0	STCDFLXARS0		$ 211.83	$ 5,054.82
Kenansville	West Kissimmee	KNVLFLXARS0	KSSMFLXBDS1		$ 333.02	$ 7,571.71
Kingsley Lake	Lawtey	KGLKFLXARS0	LWTYFLXARS0		$ 58.32	$ 756.43
Kingsley Lake	Starke	KGLKFLXARS0	STRKFLXADS0		$ 58.32	$ 756.43
Kissimmee	Reedy Creek	KSSMFLXADS0	KSSMFLXCDS1		$ 188.96	$ 3,537.91
Kissimmee	St. Cloud	KSSMFLXADS0	STCDFLZARS0		$ 211.83	$ 5,054.82
Kissimmee	West Kissimmee	KSSMFLXADS0	KSSMFLXBDS1		$ 121.19	$ 2,516.90
Kissimmee	Winter Park	KSSMFLXADS0	WNPKFLXADS1		$ 121.19	$ 2,516.90
Lady Lake (753)	Crystal River	LDLKFLXARS0	CRRVFLXADS0		$ 298.57	ICB
Lady Lake (753)	Leesburg	LDLKFLXARS0	LSBGFLXADS1		$ 206.04	$ 4,016.19
Lady Lake (753)	Monteverde	LDLKFLXARS0	MTVRFLXARS0		$ 256.08	$ 4,540.60
Lady Lake (753)	Mt. Dora	LDLKFLXARS0	MTDRFLXARS0		$ 202.12	$ 3,906.28
Lady Lake (753)	Ocklawaha	LDLKFLXARS0	OKLWFLXADS0		$ 280.57	$ 5,226.47

Lady Lake (753)	Silver Springs Shores	LDLKFLXARS0	SVSSFLXARS0		$ 280.57	$ 5,226.47
Lady Lake (753)	Tavares	LDLKFLXARS0	TVRSFLXADS0		$ 202.12	$ 3,906.28
Lady Lake (753)	Umatilla	LDLKFLXARS0	UMTLFLXARS0		$ 266.25	$ 4,825.53
Lady Lake (753)	Wildwood	LDLKFLXARS0	WLWDFLXARS0		$ 206.04	$ 4,016.19
Lady Lake (821)	Leesburg	LDLKFLXARS0	LSBGFLXADS1		$ 206.04	$ 4,016.19
Lady Lake (821)	Monteverde	LDLKFLXARS0	MTVRFLXARS0		$ 256.08	$ 4,540.60
Lady Lake (821)	Mt. Dora	LDLKFLXARS0	MTDRFLXARS0		$ 202.12	$ 3,906.28
Lady Lake (821)	Ocala	LDLKFLXARS0	OCALFLXADS0		$ 403.48	$ 8,668.03
Lady Lake (821)	Ocklawaha	LDLKFLXARS0	OKLWFLXADS0		$ 280.57	$ 5,226.47
Lady Lake (821)	Salt Springs	LDLKFLXARS0	SSPRFLXARS0		$ 490.29	$ 10,222.27
Lady Lake (821)	Silver Springs Shores	LDLKFLXARS0	SVSSFLXARS0		$ 280.57	$ 5,226.47
Lady Lake (821)	Tavares	LDLKFLXARS0	TVRSFLXADS0		$ 202.12	$ 3,906.28
Lady Lake (821)	Umatilla	LDLKFLXARS0	UMTLFLXARS0		$ 266.25	$ 4,825.53
Lake Brantley	Kissimmee	LKBRFLXADS1	KSSMFLXADS0		$ 136.11	ICB
Lake Brantley	Maitland	LKBRFLXADS1	MTLDFLXADS1	***	$ 70.89	*$ 1,274.81*
Lake Brantley	Montverde	LKBRFLXADS1	MNTIFLXADS0		$ 418.22	$ 7,327.52
Lake Brantley	Reedy Creek	LKBRFLXADS1	KSSMFLXCDS1		$ 259.86	$ 4,646.43
Lake Brantley	Windermere	LKBRFLXADS1	WNDRFLXARS0		$ 197.54	$ 3,778.06
Lake Brantley	Winter Garden	LKBRFLXADS1	WNGRFLXADS0		$ 192.09	$ 3,625.42
Lake Brantley	Winter Park	LKBRFLXADS1	WNPKFLXADS1	***	$ 70.89	*$ 1,274.81*
Lake Helen	Orange City	LKHLFLXARS0	ORCYFLXADS0		$ 49.74	$ 516.28
Lake Placid	Sebring	LKPCFLXARS0	SBNGFLXADS1		$ 55.05	$ 664.85
Lake Placid	Spring Lake	LKPCFLXARS0	SLHLFLXARS0		$ 296.24	$ 6,541.89
Lawtey	Starke	LWTYFLXARS0	STRKFLXADS0		$ 58.32	$ 756.43
Lee	Madison	LEE FLXARS0	MDSNFLXADS0		$ 50.54	$ 538.66
Leesburg	Montverde	LSBGFLXADS1	MTVRFLXARS0		$ 158.36	$ 2,681.08
Leesburg	Mt. Dora	LSBGFLXADS1	MTDRFLXARS0		$ 104.40	$ 2,046.76
Leesburg	Tavares	LSBGFLXADS1	TVRSFLXADS0		$ 104.40	$ 2,046.76
Leesburg	Umatilla	LSBGFLXADS1	UMTLFLXARS0		$ 168.54	$ 2,966.01
Leesburg	Wildwood	LSBGFLXADS1	WLWDFLXARS0		$ 97.72	$ 1,859.52
Lehigh Acres	Cape Coral	LHACFLXADS0	CPCRFLXADS0		$ 243.11	$ 5,054.15
Lehigh Acres	North Cape Coral	LHACFLXADS0	CPCRFLXBDS1		$ 243.11	$ 5,054.15
Lehigh Acres	North Fort Myers	LHACFLXADS0	NFMYFLXADS0		$ 278.22	$ 6,037.16
Lehigh Acres	S. Fort Myers	LHACFLXADS0	FTMYFLXCDS0		$ 94.45	ICB
Mabry	Perkins	TLHSFLXCDS0	TLHSFLXHDS0		$ 61.81	$ 854.12
Mabry	Thomasville	TLHSFLXCDS0	TLHSFLXFDS0		$ 111.41	$ 1,366.33
Mabry	Willis	TLHSFLXCDS0	TLHSFLXBDS0		$ 61.81	$ 854.12
Madison	Calhoun	MDSNFLXADS0	TLHSFLXADS0		$ 188.64	$ 4,405.58
Madison	Monticello	MDSNFLXADS0	MNTIFLXADS0		$ 188.64	$ 4,405.58
Maitland	Montverde	MTLDFLXADS1	MNTIFLXADS0		$ 418.22	$ 7,327.52
Maitland	Reedy Creek	MTLDFLXADS1	KSSMFLXCDS1		$ 259.86	$ 4,646.43
Maitland	Windermere	MTLDFLXADS1	WNDRFLXARS0		$ 197.54	$ 3,778.06
Maitland	Winter Garden	MTLDFLXADS1	WNGRFLXADS0		$ 192.09	$ 3,625.42
Maitland	Winter Park	MTLDFLXADS1	WNPKFLXADS1	** / ***	*$ 81.52*	*$ 1,274.81*
Malone	Marianna	MALNFLXARS0	MRNNFLXADS0		$ 57.01	$ 719.80
Malone	Sneads	MALNFLXARS0	SNDSFLXARS0		$ 118.17	$ 1,555.61
Marco Island	Naples	MOISFLXADS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Marco Island	Naples Moorings	MOISFLXADS0	NPLXFLXCDS0		$ 176.29	$ 4,059.59
Marco Island	Naples Southeast	MOISFLXADS0	NPLSFLXCDS0		$ 176.29	$ 4,059.59
Marco Island	North Naples	MOISFLXADS0	NNPLFLXADS1		$ 176.29	$ 4,059.59
Marianna	Bonifay	MRNNFLXADS0	BNFYFLXARS0		$ 77.29	$ 1,287.63
Marianna	Sneads	MRNNFLXADS0	SNDSFLXARS0		$ 61.15	$ 835.81
Monticello	Calhoun	MNTIFLXADS0	TLHSFLXADS0		$ 188.64	$ 4,405.58
Montverde	Reedy Creek	MTVRFLXARS0	KSSMFLXCDS1		$ 230.06	$ 3,811.99
Montverde	Tavares	MTVRFLXARS0	TVRSFLXADS0		$ 158.36	$ 2,681.08
Montverde	Umatilla	MTVRFLXARS0	UMTLFLXARS0		$ 222.50	$ 3,600.33
Montverde	Windermere	MTVRFLXARS0	WNDRFLXARS0		$ 180.60	$ 3,303.86

Montverde	Winter Garden	MTVRFLXARS0	WNGRFLXADS0	$ 53.96	$ 634.32
Montverde	Winter Park	MTVRFLXARS0	WNPKFLXADS1	$ 175.15	$ 3,151.22
Mt. Dora	Montverde	MTDRFLXARS0	MTVRFLXARS0	$ 158.36	$ 2,681.08
Mt. Dora	Tavares	MTDRFLXARS0	TVRSFLXADS0	$ 104.40	$ 2,046.76
Mt. Dora	Umatilla	MTDRFLXARS0	UMTLFLXARS0	$ 168.54	$ 2,966.01
Mt. Dora	Winter Park	MTDRFLXARS0	WNPKFLXADS1	$ 225.59	$ 4,563.66
Naples	Naples Southeast	NPLSFLXCDS0	NPLSFLXCDS0	$ 176.29	$ 4,059.59
Naples	North Naples	NPLSFLXCDS0	NNPLFLXADS1	$ 86.39	$ 4,059.59
Naples Moorings	Naples Southeast	NPLSFLXCDS0	NPLSFLXCDS0	$ 176.29	$ 4,059.59
Naples Moorings	North Naples	NPLSFLXCDS0	NNPLFLXADS1	$ 176.29	$ 4,059.59
Naples Southeast	North Naples	NPLSFLXCDS0	NNPLFLXADS1	$ 176.29	$ 4,059.59
Niceville	Shalimar	NPLSFLXCDS0	SHLMFLXADS0	$ 181.57	$ 3,769.24
North Cape Coral	North Fort Myers	CPCRFLXBDS1	NFMYFLXADS0	$ 66.82	$ 994.55
North Cape Coral	Pine Island	CPCRFLXBDS1	PNISFLXADS0	$ 168.76	$ 2,972.12
North Cape Coral	Punta Gorda	CPCRFLXBDS1	PNGRFLXADS1	$ 308.02	$ 6,871.60
North Cape Coral	Sanibel-Captiva Islands	CPCRFLXBDS1	SNISFLXADS0	$ 168.76	$ 2,972.12
North Fort Myers	North Cape Coral	NFMYFLXADS0	CPCRFLXBDS1	$ 66.82	$ 994.55
North Fort Myers	Pine Island	NFMYFLXADS0	PNISFLXADS0	$ 101.93	$ 1,977.56
North Fort Myers	Punta Gorda	NFMYFLXADS0	PNGRFLXADS1	$ 241.19	$ 5,877.04
North Fort Myers	Sanibel-Captiva Islands	NFMYFLXADS0	SNISFLXADS0	$ 101.93	$ 1,977.56
North Naples	Marco Island	NNPLFLXADS1	MOISFLXADS0	$ 176.29	$ 4,059.59
North Naples	Regional Airport	NNPLFLXADS1	CYLKFLXBRS0	$ 160.06	ICB
Ocala	Clermont	OCALFLXADS0	CLMTFLXADS0	$ 197.44	$ 4,651.84
Ocala	Ocklawaha	OCALFLXADS0	OKLWFLXADS0	$ 74.53	$ 1,210.29
Ocala	Salt Springs	OCALFLXADS0	SSPRFLXARS0	$ 86.81	$ 1,554.24
Ocala	Shady Road	OCALFLXADS0	OCALFLBDS0	$ 197.44	$ 4,651.84
Ocala	Silver Springs	OCALFLXADS0	SVSPFLXARS0	$ 86.81	$ 1,554.24
Ocala	Silver Springs Shores	OCALFLXADS0	SVSSFLXARS0	$ 74.53	$ 1,210.29
Ocala	Wildwood	OCALFLXADS0	WLWDFLXARS0	$ 295.15	$ 6,511.36
Ocala	Williston	OCALFLXADS0	WLSTFLXARS0	$ 258.88	$ 5,495.79
Ocklawaha	Eustis	OKLWFLXADS0	ESTSFLXARS0	$ 380.29	$ 8,018.79
Ocklawaha	Leesburg	OKLWFLXADS0	LSBGFLXADS1	$ 172.24	$ 3,069.81
Ocklawaha	Salt Springs	OKLWFLXADS0	SSPRFLXARS0	$ 161.34	$ 2,764.53
Ocklawaha	Silver Springs Shores	OKLWFLXADS0	SVSSFLXARS0	$ 74.53	$ 1,210.29
Ocklawaha	Umatilla	OKLWFLXADS0	UMTLFLXARS0	$ 440.50	$ 8,828.14
Okeechobee	Fort Myers	OKCBFLXADS0	FTMYFLXADS0	$ 241.19	$ 5,877.04
Okeechobee	Sebring	OKCBFLXADS1	SBNGFLXADS1	$ 241.19	$ 5,877.04
Orange City	Winter Park	ORCYFLXADS0	WNPKFLXADS1	$ 122.24	$ 1,669.58
Panacea	Calhoun	PANCFLXARS0	TLHSFLXADS0	$ 143.32	$ 2,259.79
Panacea	Sopchoppy	PANCFLXARS0	SPCPFLXADS0	$ 143.32	$ 2,259.79
Panacea	St. Marks	PANCFLXARS0	STMKFLXARS0	$ 110.24	$ 1,333.77
Perkins	Thomasville	TLHSFLXHDS0	TLHSFLXFDS0	$ 111.41	$ 1,366.33
Perkins	Tallahassee - Willis	TLHSFLXHDS0	TLHSFLXBDS0	$ 61.81	$ 854.12
Pine Island	Sanibel-Captiva Islands	PNISFLXADS0	SNISFLXADS0	$ 101.93	$ 1,977.56
Ponce De Leon	Reynolds Hill	PNLSFLXADS0	RYHLFLXARS0	$ 272.60	$ 4,126.79
Ponce De Leon	Santa Rosa Beach	PNLSFLXADS0	SNRSFLXARS0	$ 205.53	$ 4,001.94
Ponce De Leon	Seagrove Beach	PNLSFLXADS0	SGBHFLXARS0	$ 205.53	$ 4,001.94
Ponce De Leon	Valparaiso	PNLSFLXADS0	VLPRFLXADS0	$ 205.53	$ 4,001.94
Ponce De Leon	Westville	PNLSFLXADS0	WSTVFLXARS0	$ 221.77	$ 3,579.98
Port Charlotte	Punta Gorda	PTCTFLXADS0	PNGRFLXADS1	$ 241.19	$ 5,877.04
Reedy Creek	West Kissimmee	KSSMFLXCDS1	KSSMFLXBDS1	$ 67.77	$ 1,021.01
Reedy Creek	Windermere	KSSMFLXCDS1	WNDRFLXARS0	$ 194.41	$ 3,690.55
Reedy Creek	Winter Garden	KSSMFLXCDS1	WNGRFLXADS0	$ 188.96	$ 3,537.91
Reedy Creek	Winter Park	KSSMFLXCDS1	WNPKFLXADS1	$ 188.96	$ 3,537.91
Regional Airport	South Fort Myers	CYLKFLXBRS0	FTMYFLXCDS2	$ 174.50	$ 3,132.90
Reynolds Hill	Westville	RYHLFLXARS0	WSTVFLXARS0	$ 128.12	$ 1,834.43
Salt Springs	Silver Springs Shores	SSPRFLXARS0	SVSSFLXARS0	$ 161.34	$ 2,764.53

San Antonio	Trilacoochee	SNANFLXARS0	TLCHFLXARS0		$ 63.34	$ 896.86
Santa Rosa Beach	Seagrove Beach	SNRSFLXARS0	SGBHFLXARS0		$ 151.57	$ 3,367.62
Santa Rosa Beach	Valparaiso	SNRSFLXARS0	VLPRFLXADS0		$ 151.57	$ 3,367.62
Sebring	Spring Lake	SBNGFLXADS1	SLHLFLXARS0		$ 241.19	$ 5,877.04
Sebring	Wauchula	SBNGFLXADS1	WCHLFLXADS0		$ 241.19	$ 5,877.04
Shalimar	Valparaiso	SHLMFLXADS0	VLPRFLXADS0		$ 206.26	$ 4,022.29
Silver Springs Shores	Wildwood	SVSSFLXARS0	WLWDFLXARS0		$ 172.24	$ 3,069.81
Sopchoppy	Calhoun	SPCPFLXADS0	TLHSFLXADS0		$ 86.96	$ 1,558.31
Sopchoppy	St. Marks	SPCPFLXADS0	STMKFLXARS0		$ 140.84	$ 2,190.59
South Fort Myers	Sanibel-Captiva Islands	FTMYFLXCDS2	SNISFLXADS0		$ 130.73	ICB
St. Cloud	West Kissimmee	STCDFLXARS0	KSSMFLXBDS1		$ 121.19	$ 2,516.90
St. Cloud	Winter Park	STCDFLXARS0	WNPKFLXADS1		$ 121.19	$ 2,516.90
St. Marks	Blairstone	STMKFLXARS0	TLHSFLXDDS0		$ 140.84	$ 2,190.59
Starke	Lawtey	STRKFLXADS0	LWTYFLXARS0		$ 58.32	$ 756.43
Tavares	Umatilla	TVRSFLXADS0	UMTLFLXARS0		$ 168.54	$ 2,966.01
Thomasville	Willis	TLHSFLXFDS0	TLHSFLXBDS0		$ 111.41	$ 1,366.33
Trilacoochee	Bushnell	TLCHFLXARS0	BSHNFLXADS0		$ 260.77	$ 5,548.71
Wauchula	Zolfo Springs	WCHLFLXADS0	ZLSPFLARS0		$ 241.19	$ 5,877.04
West Kissimmee	Kenansville	KSSMFLXBDS1	KNVLFLXARS0		$ 333.02	$ 7,571.71
West Kissimmee	Winter Park	KSSMFLXBDS1	WNPKFLXADS1		$ 121.19	$ 2,516.90
Windermere	Winter Garden	WNDRFLXARS0	WNGRFLXADS0		$ 126.64	$ 2,669.54
Windermere	Winter Park	WNDRFLXARS0	WNPKFLXADS1		$ 126.64	$ 2,669.54
Winter Garden	Winter Park	WNGRFLXADS0	WNPKFLXADS1		$ 121.19	$ 2,516.90
Winter Park	Altamonte Springs	WNPKFLXADS1	ALSPFLXADS0	** / ***	ICB	*$ 1,274.81*
Winter Park	Clermont	WNPKFLXADS1	CLMTFLXADS0		$ 303.08	ICB
Winter Park	Groveland	WNPKFLXADS1	GVLDFLXA		$ 426.96	$ 9,325.40
Winter Park	Lake Brantley	WNPKFLXADS1	LKBRFLXADS1	***	ICB	*$ 1,274.81*
Winter Park	Orange City	WNPKFLXADS1	ORCYFLXCDS0		$ 122.24	$ 1,669.58

TABLE TWO

Rate Element Description Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	$ 2,758.17	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	$ 4,935.51	N/A
Minor Augment Fee	$ 801.43	N/A
Minor Augment - Administrative & Project Management Fee	$ 581.58	N/A
Minor Augment - Transmission Engineering Fee	$ 569.49	N/A
Major Augment Fee	$ 1,613.28	N/A
Major Augment - Administrative & Project Management Fee	$ 1,451.88	N/A
Major Augment - Transmission Engineering Fee	$ 1,672.88	N/A
Space Report (per wire center)	$ 857.94	N/A
Security Cage Construction		
Security Cage - Engineering	$ 688.54	N/A
Security Cage - Construction (per Linear Foot)	**	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	$ 7.87
DC Power		
Power Costs (per Load Ampere Ordered/Requested Draw)	N/A	$ 15.81
Power Cost connections – space to Power Plant up to 30 Amps	**	$ 5.59
Power Cost connections – space to Power Plant 31-60 Amps)	**	$ 7.90
Power Cost connections – space/engineering to Power Plant 61-100 Amps	$ 533.90 **	$ 16.88
Additional Cost per Foot Over 110 Linear Feet	$ 2.42 **	$ 0.24
Power Cost connection – space/engineering to Power Plant 101-200 Amps	$ 533.90 **	$ 34.02
Additional Cost per Foot Over 110 Linear Feet	$ 2.42 **	$ 0.45
AC Power		
AC Outlet Engineering (per 20 amp convenience outlet)	$ 106.78 **	N/A
Overhead Lights Engineering (per set of 2)	$ 106.78 **	N/A
Cross Connect Facilities		
DS0 Switchboard Cable Space (per 100-Pair Cable)	**	$ 2.34
DS0 Co-Carrier Direct Cabling Space (per 100-Pair Switchboard Cable)	**	$ 2.34
DS1 Cross Connect Cable Space (per DS1 in 28-pack Increments)	**	$ 3.32
DS1 Co-Carrier Direct Cabling Space (per DS1 28-pack Cable)	**	$ 3.32
DS3 Cross Connect Space (per DS3 in 12-pack Increments)	**	$ 3.77
DS3 Co-Carrier Direct Cabling Space (per DS3 12-pack Cable)	**	$ 3.77
Optical Cross-Connect Space (per 4-Fiber Cable)	**	$ 7.41
Optical Cross-Connect Space (per 2-Fiber Cable)***	**	$ 3.70
Optical Co-Carrier Direct Cabling Space (per 4-Fiber Cable)	**	$ 7.41
Optical Co-Carrier Direct Cabling Space (per 2-Fiber Cable)***	**	$3.70

Internal Cable Space (per 48-Fiber Cable)	N/A	$ 30.89
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	$ 20.76
Internal Cable Space Engineering (per 48-Fiber Cable)	$ 1,074.69	
Internal Cable Space Engineering (per 100-Pair Copper Stub Cable)	$ 185.30	

Physical and Virtual Collocation Elements *(continued)*	**Non-Recurring Rate**	**Monthly Recurring Rate**
Security Card		
Security Card (per Card)	$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	$ 17.48	N/A
Additional Labor 1/4 hour CO Technician - Overtime	$ 26.22	N/A
Additional Labor 1/4 hour CO Technician - Premium	$ 34.96	N/A
Additional Labor 1/4 hour CO Engineer	$ 15.66	N/A
Additional Labor 1/4 hour OSP Technician - Regular	$ 14.55	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	$ 21.83	N/A
Additional Labor 1/4 hour OSP Technician - Premium	$ 29.10	N/A
Additional Labor 1/4 hour OSP Engineer	$ 12.28	N/A
Line Sharing		
96-Line Splitter Shelf	N/A	$20.70
Cross-Connects (per 100 DS0), MDF to Splitter in Common Area,	N/A	$28.23
Cross-Connects (per 100 DS0), Splitter in Common Area to Collocation Arrangement	N/A	$21.38
Cross-Connects (per 100 DS0), MDF to Collocation Arrangement (see switchboard cable)		
Adjacent Onsite Collocation	**Non-Recurring Rate**	**Monthly Recurring Rate**
All elements	ICB	ICB
Remote Terminal Collocation	**Non-Recurring Rate**	**Monthly Recurring Rate**
All elements	ICB	ICB

** Customer is responsible for contracting for construction through Approved Contractors. These prices are for Sprint's portion of the work required and do not include charges from the Approved Contractors.
***Rate determined through ICB process and subsequent study after initial request.

Exhibit A
TRRO Wire Center Thresholds
As of April 22, 2005

LOOPS

Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)

State	Wire Center	CLLI
NV	West 6	LSVGNVXK

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)

State	Wire Center	CLLI
NV	Main	LSVGNVXB
NV	South 5	LSVGNVXG
NV	West West	LSVGNVXW

TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport

State	Wire Center	CLLI	State	Wire Center	CLLI
FL	Altamonte Springs	ALSPFLXA	NV	West 6	LSVGNVXK
FL	Fort Myers	FTMYFLXA	NV	South 6	LSVGNVXL
FL	Maitland	MTLDFLXA	NV	South South	LSVGNVXV
FL	Tallahassee	TLHSFLXA	NV	West West	LSVGNVXW
FL	Winter Park	WNPKFLXA	TN	Bristol	BRSTTNXA
NV	Main	LSVGNVXB	TN	Johnson City	JHCYTNXC
NV	South 5	LSVGNVXG	TN	Kingsport	KGPTTNXA

Tier 2 Wire Centers for UNE Dedicated Transport

State	Wire Center	CLLI
FL	Goldenrod	GLRDFLXA
FL	Lake Brantley	LKBRFLXA
FL	Tallahassee	TLHSFLXD
MO	Jefferson City	JFCYMOXA
NV	East 1	LSVGNVXR
NC	Fayetteville	FYVLNCXA
NC	Rocky Mount	RCMTNCXA

All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 16
COMPANY/ Sprint
WITNESS. No Exhibits For Peter Sywenki
DATE 08-04-05

November 21, 2003

Via Overnight Mail
Mr. John Chuang
Sr. Manager – Sprint BWM
KSOPHM0310-3A464
6480 Sprint Parkway
Overland Park, KS 66251

RE: FDN – Sprint Interconnection Agreement Negotiations

Dear John:

As you are aware, the Telecommunications Act of 1996 specifies a period of 135 days from the initial request for interconnection negotiations as the time frame to negotiate an agreement between the parties. The period from day 135 to day 160 is designated for arbitration of any open issues. As we discussed, the 160 day deadline falls on January 1, 2004, and we have not yet concluded our negotiations. Accordingly, FDN Communications requests that the deadline be extended for approximately 60 days until March 1, 2004.

To acknowledge Sprint's acceptance of the foregoing, please have a Sprint officer or employee with authority bind Sprint in such matters sign in the space provided below

If you have any questions, please do not hesitate to contact me at 407-447-6636.

Sincerely,

Scott A. Kassman
Asst. General Counsel

Accepted by Sprint

Name: John Chuang
Title: Sr. Manager - Wholesale Services
Date: 11/25/03

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. D41464-TP EXHIBIT NO 17
COMPANY/ FDN
WITNESS: KPS-1- Letter Agreements
DATE 08-04-05

FDN COMMUNICATIONS

February 5, 2004

Via Overnight & Electronic Mail
Mr. John Chuang
Sr. Manager – Sprint BWM
KSOPHM0310-3A464
6480 Sprint Parkway
Overland Park, KS 66251

RE: FDN – Sprint Interconnection Agreement Negotiations

Dear John:

Per our letter agreement dated November 21, 2003, Sprint and FDN Communications agreed to extend for 60 days, until March 1, 2004, the deadline for arbitrating any unresolved issues between the parties. Since it appears that we will not be able to conclude our negotiations before March 1, 2004, FDN requests that the parties extend the deadline an additional two months until May 1, 2004. As we discussed previously, the parties will continue to operate under the existing Interconnection and Resale Agreement until a new agreement is in place.

To acknowledge Sprint's acceptance of the foregoing, please have a Sprint officer or employee with authority bind Sprint in such matters sign in the space provided below

If you have any questions, please do not hesitate to contact me at 407-447-6636.

Sincerely,

Scott A. Kassman
Asst. General Counsel

Accepted by Sprint

Name: John Chuang
Title: Program Mgr IV
Date: 2/11/04

April 9, 2004

Via Overnight & Electronic Mail
Mr. John Chuang
Sr. Manager – Sprint BWM
KSOPHM0310-3A464
6480 Sprint Parkway
Overland Park, KS 66251

RE: FDN – Sprint Interconnection Agreement Negotiations

Dear John:

Per our letter agreement dated February 5, 2004, Sprint and FDN Communications agreed to extend for 60 days, until May 1, 2004, the deadline for arbitrating any unresolved issues between the parties. Since it appears that we will not be able to conclude our negotiations before May 1, 2004, FDN requests that the parties extend the deadline an additional three months until August 1, 2004. As we discussed previously, the parties will continue to operate under the existing Interconnection and Resale Agreement until a new agreement is in place.

To acknowledge Sprint's acceptance of the foregoing, please have a Sprint officer or employee with authority bind Sprint in such matters sign in the space provided below

If you have any questions, please do not hesitate to contact me at 407-447-6636.

Sincerely,

Scott A. Kassman
Asst. General Counsel

Accepted by Sprint

Name: John Chuang
Title: Sr. Mgr.
Date: 4/12/04

July 12, 2004

Via Overnight & Electronic Mail
Mr. John Chuang
Sr. Manager – Sprint BWM
MS: KSOPHM0310-1B370
6450 Sprint Parkway
Overland Park, KS 66251

RE: FDN – Sprint Interconnection Agreement Negotiations

Dear John:

Per our letter agreement dated April 9, 2004, Sprint and FDN Communications agreed to extend for approximately 90 days, until August 1, 2004, the deadline for arbitrating any unresolved issues between the parties. Since it appears that we will not be able to conclude our negotiations before August 1, 2004, FDN requests that the parties extend the deadline an additional two months until October 1, 2004. As we discussed previously, the parties will continue to operate under the existing Interconnection and Resale Agreement until a new agreement is in place.

To acknowledge Sprint's acceptance of the foregoing, please have a Sprint officer or employee with authority bind Sprint in such matters sign in the space provided below

If you have any questions, please do not hesitate to contact me at 407-447-6636.

Sincerely,

Scott A. Kassman
Asst. General Counsel

Accepted by Sprint

Name: John Chuang
Title: Sr. Mgr.
Date: 7/13/04

September 29, 2004

Via Overnight & Electronic Mail
Mr. Steven Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251

RE: FDN – Sprint Interconnection Agreement Negotiations

Dear Steven:

Per our letter agreement dated July 9, 2004, Sprint and FDN Communications agreed to extend for approximately 90 days, until October 1, 2004, the deadline for arbitrating any unresolved issues between the parties. Since it appears that we will not be able to conclude our negotiations before October 1, 2004, FDN requests that the parties extend the deadline approximately three months until January 1, 2005. As we discussed previously, the parties will continue to operate under the existing Interconnection and Resale Agreement until a new agreement is in place.

To acknowledge Sprint's acceptance of the foregoing, please have a Sprint officer or employee with authority bind Sprint in such matters sign in the space provided below

If you have any questions, please do not hesitate to contact me at 407-447-6636.

Sincerely,

Scott A. Kassman

Accepted by Sprint

Name: William E. Cheek

Title: AVP – Strategic Sales & Account Management

Date: 9/30/04

FDN COMMUNICATIONS

September 29, 2004

Via Overnight & Electronic Mail
Mr. Steven Givner
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B568
Overland Park, KS 66251

RE: FDN – Sprint Interconnection Agreement Negotiations

Dear Steven:

Per our letter agreement dated July 9, 2004, Sprint and FDN Communications agreed to extend for approximately 90 days, until October 1, 2004, the deadline for arbitrating any unresolved issues between the parties. Since it appears that we will not be able to conclude our negotiations before October 1, 2004, FDN requests that the parties extend the deadline approximately three months until January 1, 2005. As we discussed previously, the parties will continue to operate under the existing Interconnection and Resale Agreement until a new agreement is in place.

To acknowledge Sprint's acceptance of the foregoing, please have a Sprint officer or employee with authority bind Sprint in such matters sign in the space provided below

If you have any questions, please do not hesitate to contact me at 407-447-6636.

Sincerely,

Scott A. Kassman

Accepted by Sprint

_____
Name: _____
Title: _____
Date: _____

Curriculum Vitae

August H. Ankum, Ph.D.
Senior Vice-President
QUANTITATIVE SOLUTIONS, INC
Economics and Telecommunications Consulting
1261 North Paulina, Suite 8
Chicago, IL 60622
Phone: 773.645.0653 Fax: 773.645.0705

I am an economist and consultant, specializing in public utility regulation. In this capacity, I have provided consulting services in the major telecommunications markets of the United States, such as New York, Texas, Illinois, Michigan, Tennessee, Georgia, and in a variety of smaller states. My consulting activities focus mostly on telecommunications regulation. Specifically, I work with large corporate clients, such as MCIWorldCom, AT&T, AT&T Wireless, and a variety of smaller competitive local exchange carriers and PCS providers. I have represented these clients before state and federal regulatory agencies in various proceedings concerning the introduction of competition in telecommunications markets. Recently, these proceedings focus largely on the implementation of the pro-competition provisions of Telecommunications Act of 1996.

Professional experience:

My professional background includes work experiences in private industry and state government. I have worked for MCI Telecommunications Corporation ("MCI") as a senior economist. At MCI, I provided expert witness testimony and conducted economic analyses for internal purposes. Prior to joining MCI in early 1995, I worked for Teleport Communications Group, Inc. ("TCG"), as a Manager in the Regulatory and External Affairs Division. In this capacity, I testified on behalf of TCG in proceedings concerning local exchange competition issues. From 1986 until early 1994, I was employed as an economist by the Public Utility Commission of Texas ("PUCT") where I worked on a variety of electric power and telecommunications issues. During my last year at the PUCT I held the position of chief economist. Prior to joining the PUCT, I taught undergraduate courses in economics as an Assistant Instructor at the University of Texas from 1984 to 1986.

Education:

I received a Ph.D. in Economics from the University of Texas at Austin in 1992, an M.A. in Economics from the University of Texas at Austin in 1987, and a B.A. in Economics from Quincy College, Illinois, in 1982.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041464-TP EXHIBIT NO. 18
COMPANY/
WITNESS: Curriculum Vitae of Witnesses
DATE:
AHA-1
WRF-1
SLM-1

PROCEEDINGS IN WHICH DR. ANKUM HAS FILED EXPERT WITNESS TESTIMONY:

New York

Commission Investigation into Resale, Universal Service and Link and Port Pricing, New York Public Service Commission, Case Nos. 95-C-0657, 94-C-0095, and 91-C-1174, July 4, 1996. On behalf of MCI Telecommunications Corporation.

In the Matter of Proceeding on Motion of the Commission To Reexamine Reciprocal Compensation, New York Public Service Commission, Case 99-C-0529. Direct Testimony, July 1999. On Behalf Of Cablevision LightPath, Inc.

Proceeding on the Motion of the Commission To Examine New York Telephone Company's Rates for Unbundled Network Elements, New York Public Service Commission, Case 98-C-1357. Direct Testimony, October 1999. On behalf of Corecomm New York, Inc.

Proceeding on Motion of the Commission to Examine New York Telephone Company's Rates for Unbundled Network Elements, New York Public Service Commission Case 98-C-1357, Direct Testimony, June 2000, on behalf of MCIWorldCom.

California

Joint Application of AT&T Communications of California, Inc. (U 5002 C) and WorldCom, Inc. for the Commission to Reexamine the Recurring Costs and Prices of Unbundled Switching in Its First Annual Review of Unbundled Network Element Costs Pursuant to Ordering Paragraph 11 of D.99-11-050. Consolidated dockets. Reply testimony, February 2003. On behalf of ATT and MCI.

Connecticut

DPUC Investigation of Intrastate Carrier Access Charges, Docket No. 02-05-17. Rebuttal testimony, June 2003. On behalf of AT&T and MCI.

Florida

Investigation into Pricing of Unbundled Network Elements, Docket No. 990649B-TP. January, 2002. Filed on behalf of AT&T Communications of the Southern States, Inc. MCImetro Access Transmission Services, LLC & MCI WorldCom Communications, Inc. Florida Digital Network, Inc. (collectively called the "ALEC Coalition").

New Jersey

Petition of Focal Communications Corporation of New Jersey For Arbitration Pursuant to

Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Bell Atlantic – New Jersey Board of Public Utilities, May 2000. On behalf of Focal Communications Corporation of New Jersey.

I/M/O the Board's Review of Unbundled Network Elements Rates, Terms and Conditions of Bell Atlantic-New Jersey, Inc. New Jersey Board of Public Utilities, Docket No. TO00060356. 2000. On behalf of WorldCom, Inc.

Delaware

Petition of Focal Communications Corporation of Pennsylvania For Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Bell Atlantic – Delaware, Inc. Delaware Public Service Commission, PSC Docket No. 00-025. Direct Testimony, May 2000. On behalf of Focal Communications Corporation of Pennsylvania.

Texas

Petition of The General Counsel for an Evidentiary Proceeding to Determine Market Dominance, PUC of Texas, Docket No. 7790, Direct Testimony, June 1988. On behalf of the Public Utility Commission of Texas.

Application of Southwestern Bell Telephone Company for Revisions to the Customer Specific Pricing Plan Tariff, PUC of Texas, Docket No. 8665, Direct Testimony, July 1989. On behalf of the Public Utility Commission of Texas.

Application of Southwestern Bell Telephone Company to Amend its Existing Customer Specific Pricing Plan Tariff: As it Relates to Local Exchange Access through Integrated Voice/Data Multiplexers, PUC of Texas, Docket No. 8478, Direct Testimony, August 1989. On behalf of the Public Utility Commission of Texas.

Application of Southwestern Bell Telephone Company to Provide Custom Service to Specific Customers, PUC of Texas, Docket No. 8672, Direct Testimony, September 1989. On behalf of the Public Utility Commission of Texas.

Inquiry of the General Counsel into the Reasonableness of the Rates and Services of Southwestern Bell Telephone Company, PUC of Texas, Docket No. 8585, Direct Testimony, November 1989. On behalf of the Public Utility Commission of Texas.

Southwestern Bell Telephone Company Application to Declare the Service Market for CO LAN Service to be Subject to Significant Competition, PUC of Texas, Docket No. 9301, Direct Testimony, June 1990. On behalf of the Public Utility Commission of Texas.

Petition of Southwestern Bell Telephone Company for Authority to Change Rates, PUC of Texas, Docket No. 10382, Direct Testimony, September 1991. On behalf of the Public Utility Commission of Texas.

Application of Southwestern Bell Telephone Company, GTE Southwest, Inc., and Contel of Texas, Inc. For Approval of Flat-rated Local Exchange Resale Tariffs Pursuant to PURA 1995 Section 3.2532, Public Utility Commission of Texas, Docket No. 14658, January 24, 1996. On behalf of Office of Public Utility Counsel of Texas.

Application of Southwestern Bell Telephone Company, GTE Southwest, Inc., and Contel of Texas, Inc. For Interim Number Portability Pursuant to Section 3.455 of the Public Utility Regulatory Act, Public Utility Commission of Texas, Docket No. 14658, March 22, 1996. On behalf of Office of Public Utility Counsel of Texas.

Application of AT&T Communications for Compulsory Arbitration to Establish an Interconnection Agreement Between AT&T and Southwestern Bell Telephone Company, and Petition of MCI for Arbitration under the FTA96, Public Utility Commission of Texas, Consl. Docket Nos. 16226 and 16285. September 15, 1997. On behalf of AT&T and MCI.

Proceeding to examine reciprocal compensation pursuant to section 252 of the Federal Telecommunications of 1996, Public Utility Commission of Texas, Docket No. 21982. May 2000. On behalf of Taylor Communications.

Proceeding on Cost Issues Severed from PUC Docket 24542, Docket No. 25834. Direct and Rebuttal Testimony. 2002. On behalf of AT&T and MCIMetro.

Iowa

US West Communications, Inc., Iowa Department of Commerce – Utilities Board, Docket No: RPU – 00 – 01. Direct Testimony, July 2000. On behalf of McLeodUSA.

Illinois

Adoption of Rules on Line-Side Interconnection and Reciprocal Interconnection, Illinois Commerce Commission, Docket No. 94-0048. September 30, 1994. On behalf of Teleport Communications Group, Inc.

Proposed Introduction of a Trial of Ameritech's Customer First Plan in Illinois, Illinois Commerce Commission, Docket No. 94-0096. September 30, 1994. On behalf of Teleport Communications Group, Inc.

Addendum to Proposed Introduction of a Trial of Ameritech's Customer First Plan in Illinois, Illinois Commerce Commission, Docket No. 94-0117. September 30, 1994. On behalf of Teleport

Communications Group, Inc.

AT&T's Petition for an Investigation and Order Establishing Conditions Necessary to Permit Effective Exchange Competition to the Extent Feasible in Areas Served by Illinois Bell Telephone Company, Illinois Commerce Commission, Docket No. 94-0146. September 30, 1994. On behalf of Teleport Communications Group, Inc.

Proposed Reclassification of Bands B and C Business Usage and Business Operator Assistance/Credit Surcharges to Competitive Status, Illinois Commerce Commission, Docket No. 95-0315, May 19, 1995. On behalf of MCI Telecommunications Corporation.

Investigation Into Amending the Physical Collocation Requirements of 83 Ill. Adm. Code 790, Illinois Commerce Commission, Docket 94-480, July 13, 1995. On behalf of MCI Telecommunications Corporation.

Petition for a Total Local Exchange Wholesale Tariff from Illinois Bell Telephone Company d/b/a Ameritech Illinois and Central Telephone Company Pursuant to Section 13-505.5 of the Illinois Public Utilities Act, Illinois Commerce Commission, Docket No. 95-0458, December 1995. On behalf of MCI Telecommunications Corporation.

Citation to Investigate Illinois Bell Telephone Company's Rates, Rules and regulations For its Unbundled Network Component Elements, Local Transport Facilities, and End office Integration Services, Illinois Commerce Commission, Docket No. 95-0296, January 4, 1996. On behalf of MCI Telecommunications Corporation.

In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish and Interconnection Agreement with Illinois Bell Telephone Company d/b/a Ameritech Illinois, Illinois Commerce Commission, Docket No. 96-AB-006, October, 1996. On behalf of MCI Telecommunications Corporation.

In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish and Interconnection Agreement with Central Telephone Company of Illinois ("Sprint"), Illinois Commerce Commission, Docket No. 96-AB-007, January, 1997. On behalf of MCI Telecommunications Corporation.

Investigation into forward looking cost studies and rates of Ameritech Illinois for interconnection, network elements, transport and termination of traffic. Illinois Commerce Commission, Docket No. 96-0486, February, 1997. On behalf of MCI Telecommunications Corporation.

Phase II of Ameritech Illinois TELRIC proceeding. Illinois Commerce Commission Docket No. 98-0396, May 2000. On behalf of MCIWorldCom.

Illinois Commerce Commission On its Motion vs Illinois Bell Telephone Company Investigation into Tariff Providing Unbundled Local Switching with Shared Transport, Illinois Commerce

Commission, Docket No. 00- 0700. October 2001. On behalf of AT&T Communications of Illinois, Inc. and WorldCom, Inc.

Massachusetts

NYNEX/MCI Arbitration, Common Wealth of Massachusetts, Department of Public Utilities, D.P.U. 96-83, October 1996. On behalf of MCI Telecommunications Corporation.

Investigation into Pricing based on TELRIC for Unbundled Network Elements and Combinations of Unbundled Networks Elements and the Appropriate Avoided Cost Discount for Verizon New England, Inc. d/b/a Verizon Massachusetts' Resale Services. Massachusetts Department of Energy and Transportation, Docket 01-20. On behalf Allegiance, Network Plus, Inc., El Paso Networks, LLC, and Covad Communications Company. July 2001.

Investigation by the Department of Telecommunications and Energy on its own Motion into the Appropriate Regulatory Plan to succeed Price Cap Regulation for Verizon New England, Inc. d/b/a Verizon Massachusetts' intrastate retail telecommunications services in the Commonwealth of Massachusetts. Massachusetts Department of Energy and Transportation, Docket 01-03. On behalf of Network Plus, Inc., August 2001.

New Mexico

Brooks Fiber Communications of New Mexico, Inc. Petition for Arbitration, New Mexico State Corporation Commission, Docket No. 96-307-TC, December, 1996. On behalf of Brooks Fiber Communications of New Mexico, Inc.

In the matter of the consideration of costing and pricing rules for OSS, collocation, shared transport, non-recurring charges, spot frames, combination of network elements and switching. Direct testimony, September 16, 2002. On behalf of the Commission Staff.

Minnesota

In Re Commission Investigation Of Qwest's Pricing Of Certain Unbundled Network Elements, PUC Docket No. P-442, 421, 3012 /M-01-1916. Rebuttal testimony, April, 2002. on behalf of Otter Tail Telecom, Val-Ed Joint Venture D/B/A 702 Communications, McCleoudUSA, Eschelon Telecommunications, USLink.

Michigan

In the Matter of the Application of City Signal, Inc. for an Order Establishing and Approving Interconnection Arrangements with Michigan Bell Telephone Company, Michigan Public Service Commission, Case No. U-10647, October 12, 1994. On behalf of Teleport Communications Group, Inc.

In the Matter, on the Commission's Own Motion, to Establish Permanent Interconnection Arrangements Between Basic Local Exchange Providers, Michigan Public Service Commission, Case No. U-10860, July 24, 1995. On behalf of MCI Telecommunications Corporation.

In the Matter, on the Commission's Own Motion, to consider the total service long run incremental costs and to determine the prices for unbundled network elements, interconnection services, resold services, and basic local exchange services for Ameritech Michigan, Michigan Public Service Commission, Case No. U-11280, March 31, 1997. On behalf of MCI Telecommunications Corporation.

In the matter of the application under Section 310(2) and 204, and the complaint under Section 205(2) and 203, of MCI Telecommunications Corporation against AMERITECH requesting a reduction in intrastate switched access charges, Case No. U-11366. April, 1997. On behalf of MCI Telecommunications Corporation.

Ohio

In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish and Interconnection Agreement with Ameritech Ohio, The Public Utilities Commission of Ohio, Case No. 96-888-TP-ARB, October, 1996. On behalf of MCI Telecommunications Corporation.

In the matter of the review of Ameritech Ohio's economic costs for interconnection, unbundled network elements, and reciprocal compensation for transport and termination of local telecommunications traffic, The Public Utilities Commission of Ohio, Case No. 96-922-TP-UNC, Jan 17, 1997. On behalf of MCI Telecommunications Corporation.

In the Matter of the Review of Ameritech Ohio's Economic Costs for Interconnection, Unbundled Network Elements, and Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic. Case No. 96-922-TP-UNC and In the Matter of the Application of Ameritech Ohio for Approval of Carrier to Carrier Tariff. Case No. 00-1368-TP-ATA. Ohio Public Utilities Commission. Direct Testimony, October 2000. On behalf of MCIWorldCom and ATT of the Central Region.

Indiana

In the matter of the Petition of MCI Telecommunications Corporation for the Commission to Modify its Existing Certificate of Public Convenience and Necessity and to Authorize the Petitioner to Provide certain Centrex-like Intra-Exchange Services in the Indianapolis LATA Pursuant to I.C. 8-1-2-88, and to Decline the Exercise in Part of its Jurisdiction over Petitioner's Provision of such Service, Pursuant to I.C. 8-1-2.6., Indiana Regulatory Commission, Cause No. 39948, March 20,

1995. On behalf of MCI Telecommunications Corporation.

In the matter of the Petition of Indiana Bell Telephone company, Inc. For Authorization to Apply a Customer Specific Offering Tariff to Provide the Business Exchange Services Portion of Centrex and PBX Trunking Services and for the Commission to Decline to Exercise in Part Jurisdiction over the Petitioner's Provision of such Services, Pursuant to I.C. 8-1-2.6, Indiana regulatory Commission, Cause No. 40178, October 1995. On behalf of MCI Telecommunications Corporation.

MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish and Interconnection Agreement with Indiana Bell Telephone Company d/b/a Ameritech Indiana, Indiana Public Utility Regulatory Commission, Cause No. 40603-INT-01, October 1996. On behalf of MCI Telecommunications Corporation.

In the matter of the Commission Investigation and Generic Proceeding on Ameritech Indiana's Rates for Interconnection Service, Unbundled Elements and Transport and Termination under the Telecommunications Act of 1996 and Related Indiana Statutes, Indiana Public Utility Regulatory Commission, Cause No. 40611. April 18, 1997. On behalf of MCI Telecommunications Corporation.

In the Matter of the Commission Investigation and Generic Proceeding on GTE's Rates for Interconnection, Service, Unbundled Elements, and Transport under the FTA 96 and related Indiana Statutes, Indiana Public Utility Regulatory Commission, Cause No. 40618. October 10, 1997. On behalf of MCI Telecommunication Corporation.

In the matter of the Commission Investigation and Generic proceeding on the Ameritech Indiana's rates for Interconnection, Unbundled Elements, and Transport and Termination Under the Telecommunications Act of 1996 and Related Indiana Statutes, Indiana Utility Regulatory Commission, Cause No. 40611-S1. October 2001. On behalf of WorldCom, Inc., AT&T Communications of Indiana, G.P.

Rhode Island

Comprehensive Review of Intrastate Telecommunications Competition, State of Rhode Island and Providence Plantations Public Utilities Commission, Docket No. 2252, November, 1995. On behalf of MCI Telecommunications Corporation.

Utah

In the Matter of the Determination of the Costs Investigation of the Unbundled Loop of Qwest Corporation, Inc., Docket No. 01-049-85. Rebuttal testimony, August 16, 2002. On behalf of AT&T and WorldCom.

Vermont

Investigation into NET's tariff filing re: Open Network Architecture, including the Unbundling of NET's Network, Expanded Interconnection, and Intelligent Networks, Vermont Public Service Board, Docket No. 5713, June 8, 1995. On behalf of MCI Telecommunications Corporation.

Wisconsin

Investigation of the Appropriate Standards to Promote Effective Competition in the Local Exchange Telecommunications Market in Wisconsin, Public Service Commission of Wisconsin, Cause No. 05-TI-138, November, 1995. On behalf of MCI Telecommunications Corporation.

Matters relating to the satisfaction of conditions for offering interLATA services (Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin) Wisconsin Public Service Commission, 670-TI-120, March 25, 1997. On behalf of MCI Telecommunications Corporation.

In the Matter of MCI Telecommunications Corporation Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, Wisconsin Public Service Commission, Docket Nos. 6720-MA-104 and 3258-MA-101. On behalf of MCI Telecommunications Corporation.

Investigation Into The Establishment of Cost-Related Zones For Unbundled Network Elements, Docket No. 05-TI-349. Rebuttal Testimony, September 2000. On behalf of AT&T Communications of Wisconsin, McLEODUSA Telecommunications Services, Inc., TDS MetroCom, Inc., and Time Warner Telecom.

Investigation into Ameritech Wisconsin's Unbundled Network Elements, PSC of Wisconsin, Docket No. 6720-TI-161, Direct and Rebuttal testimony, 2001. On Behalf Of AT&T Communications of Wisconsin, Inc., WorldCom, Inc., Rhythms Links, Inc., KMC Telecom, Inc., and McLeodUSA ("CLEC Coalition")

Pennsylvania

In Re: Formal Investigation to Examine Updated Universal Service Principles and Policies for telecommunications Services in the Commonwealth Interlocutory order, Initiation of Oral Hearing Phase, Pennsylvania Public Utility Commission, Docket No. I-00940035, February 28, 1996. On behalf of MCI Telecommunications Corporation.

Structural Separation of Verizon, Pennsylvania Public Utility Commission - Docket No. M-0001352. Direct Testimony, October, 2000. On behalf of MCI WorldCom.

Georgia

AT&T Petition for the Commission to Establish Resale Rules, Rates and terms and Conditions and the Initial Unbundling of Services, Georgia Public Service Commission, Docket No. 6352-U, March 22, 1996.On behalf of MCI Telecommunications Corporation.

Tennessee

Avoidable Costs of Providing Bundled Services for Resale by Local Exchange Telephone Companies, Tennessee Public Service Commission, Docket No. 96-00067, May 31, 1996. On behalf of MCI Telecommunications Corporation.

Commonwealth of Puerto Rico

Petition for Arbitration Pursuant to 47 U.S.C. & (b) and the Puerto Rico Telecommunications Act of 1996, regarding Interconnection Rates Terms and Conditions with Puerto Rico Telephone Company, Puerto Rico Telecommunications Regulatory Board, Docket No. 97-0034-AR, April 15, 1997. On behalf of Cellular Communications of Puerto Rico, Inc.

Warren R. Fischer, CPA

Director of Business Services and Research
QSI Consulting, Inc.

2500 Cherry Creek Drive South
Suite 319
Denver, Colorado, 80209-3279
(303) 722-2684 voice
(303) 883-9014 mobile
(303) 733-3016 facsimile
WFischer@QSIconsulting.com

Biography

Mr. Fischer is a QSI partner and currently serves as Director of Business Services and Research in QSI's Telecommunications Division. Mr. Fischer has over ten years of experience in the telecommunications industry and joined QSI after five years of service within AT&T's Local Service & Access Management and Wireless Services divisions. During his telecommunications career, Mr. Fischer has focused his attention largely on TELRIC pricing, local market entry, Section 271 compliance, access and universal service reform issues and damages assessment.

Mr. Fischer is an experienced and effective expert witness and has provided expert testimony before 14 state utility commissions and other administrative agencies. Mr. Fischer is an active Certified Public Accountant who is licensed in the States of Colorado and California. Mr. Fischer's professional experience as a C.P.A. includes two years in public practice with Deloitte and Touche LLP and over 17 years of managing financial analysis, reporting and forecasting processes for various multi-national corporations.

Educational Background

Bachelor of Science, Business Administration (emphasis in Accounting)
University of Colorado at Boulder, Boulder, Colorado 1984

Professional Experience

QSI Consulting, Inc.
2000 - Current
Director of Business Services and Research

AT&T Corp.
1997 – 2000
Financial Manager
1996 – 1997
Supervisor
Network Services Division

AT&T Wireless Services
1995 - 1996
Marketing Analyst / Planner
Cellular Division

E. & J. Gallo Winery
1994 – 1995
Senior Financial Analyst
1991 – 1994
Operations Accountant

Century 21 Real Estate Corporation
1987 - 1991
Financial Analyst

Deloitte & Touche LLP
1985 – 1987
Audit-in-Charge

Expert Testimony – Profile

The information below is Mr. Fischer's best effort to identify all proceedings wherein he has either provided pre-filed written testimony, an expert report or provided live testimony.

Before the Federal Communications Commission
File Nos. EB-01-MD-001 and EB-01-MD-002
In the matter of the formal complaints of AT&T corp. and Sprint Communications Company L.P., vs. Business Telecom, Inc.
On behalf of Business Telecom, Inc.
Affidavit — February 23, 2001

Before the Public Utilities Commission of the State of Colorado
Docket No. 99A-161T
In the matter of the application of U S WEST Communications, Inc., to reduce business basic exchange and long-distance revenues upon receipt of the Colorado high-cost support mechanism in accordance with Decision No. C 99-222
On behalf of AT&T Communications of the Mountain States, Inc.
Direct — August 6, 1999

Before the Public Utilities Commission of the State of Colorado
Docket No. 98A-068T
In the matter of the application of U S WEST Communications, Inc., to restructure and reduce switched access rates pursuant to the stipulation in Docket No. 97A-540T
On behalf of AT&T Communications of the Mountain States, Inc.
Amended Direct — May 17, 1999
Supplemental — June 9, 1999

Before the Public Service Commission of Florida
Docket No. 990649B-TP

In re: investigation into pricing of unbundled network elements
On Behalf AT&T Communications of the Southern States, Inc., MCImetro Access Transmission Services, LLC & MCI WorldCom Communications, Inc., and Florida Digital Network, Inc. (collectively called the "ALEC Coalition")
Rebuttal — January 30, 2002

Before the Illinois Commerce Commission
Docket No. 02-0864
Illinois Bell Telephone Company: Filing to increase unbundled loop and nonrecurring rates (tariffs filed December 24, 2002)
On behalf of AT&T Communications of Illinois, Inc., WorldCom, Inc. ("MCI"), McLeodUSA Telecommunications Services, Inc., Covad Communications Company, TDS Metrocom, LLC, Allegiance Telecom of Illinois, Inc., RCN Telecom Services of Illinois, LLC, Globalcom, Inc., Z-Tel Communications, Inc., XO Illinois, Inc., Forte Communications, Inc., and CIMCO Communications, Inc.
Direct — May 6, 2003
Rebuttal — January 20, 2004
Surrebuttal — February 20, 2004
Supplemental Surrebuttal — May 5, 2004

Before the Indiana Utility Regulatory Commission
Cause No. 42393
In the matter of the commission investigation and generic proceeding of rates and unbundled network elements and collocation for Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana pursuant to the Telecommunications Act of 1996 and related Indiana statutes
On behalf of AT&T Communications of Indiana, G.P. and TCG Indianapolis ("AT&T), WorldCom, Inc. ("MCI"), McLeodUSA Telecommunications Services, Inc., Covad Communications Company, and Z-Tel Communications, Inc.
Response — August 15, 2003

Before the Public Service Commission of Maryland
Case No. 8879
In the matter of the investigation into rates for unbundled network elements pursuant to the Telecommunications Act of 1996
On Behalf of the Staff of the Public Service Commission of Maryland
Rebuttal — September 5, 2001
Supplemental Rebuttal — October 4, 2001
Surrebuttal — October 15, 2001

Before the Massachusetts Department of Telecommunications and Energy
Docket DTE 01-20
Investigation by the department on its own motion into the appropriate pricing, based upon total element long-run incremental costs, for unbundled network elements and combinations of unbundled network elements, and the appropriate avoided cost discount for Verizon New England Inc., d/b/a Verizon Massachusetts' resale services
On Behalf of the CLEC Coalition
Rebuttal — July 17, 2001

Before the Michigan Public Service Commission
Case No. U-13531
In the matter, on the commission's own motion, to review the costs of telecommunications services provided by SBC Michigan
On behalf of AT&T Communications of Michigan, Inc., and TCG Detroit ("AT&T")
Initial — January 20, 2004
Final Reply — May 10, 2004

Before the Michigan Public Service Commission
Case No. U-11756
In the matter of the complaint of Michigan Pay Telephone Association et al. Against Ameritech Michigan and Verizon North Inc., f/k/a GTE North Incorporated
On behalf of Michigan Pay Telephone Association and the other payphone service provider Complainants
Direct February 10, 2003

Before the Public Service Commission of the State of Montana
Docket No. D97.5.87
IN THE MATTER OF the Investigation into U S WEST Communications, Inc.'s Compliance with Section 271(c) of the Telecommunications Act of 1996
On behalf of AT&T Communications of the Mountain States
Direct June 1998
Rebuttal June 1998
Supplemental Rebuttal November 1998

Before the Public Service Commission of the State of Montana
Docket No. D96.12.220
IN THE MATTER of the Application of U S WEST Communications, Inc. to Restructure its Prices for Regulated Telecommunications Service.
On behalf of AT&T Communications of the Mountain States, Inc.
Direct October 1997

Before the Nebraska Public Service Commission
Application No. C-1628
In the matter of the Nebraska Public Service Commission, on its own motion, seeking to conduct an investigation into intrastate access charge reform and intrastate universal service fund
On behalf of AT&T Communications of the Midwest, Inc.
Direct October 20, 1998

Before the Nebraska Public Service Commission
Application No. C-1830
In the Matter of US West Communications, Inc., filing its notice of intention to file Section 271(c) application with the FCC and request for Commission to verify US West compliance with Section 271(c)
On behalf of AT&T Communications of the Midwest, Inc.
Direct and rebuttal August 1998

Before the Nebraska Public Service Commission
Docket No. C-1519
In the matter of the emergency petition of MCI Telecommunications Corporation and AT&T Communications of the Midwest, Inc. to investigate compliance of Nebraska LECs with FCC payphone orders
On behalf of AT&T Communications of the Midwest, Inc.
Direct January 20, 1998

Before the New Mexico State Corporation Commission
Docket No. 96-310-TC and Docket No. 97-334-TC
In the matter of the consideration of the adoption of a rule concerning costing methodologies and In the matter of the implementation of new rules related to the rural, high-cost, and low-income components of the New Mexico universal service fund
On behalf of AT&T Communications of the Mountain States, Inc.
Direct July 8, 1998
Rebuttal August 5, 1998

Before the New Mexico State Corporation Commission
Docket No. 97-106-TC
In The Matter Of Qwest Corporation's Section 271 Application And Motion For Alternative Procedure To Manage The Section 271 Process
On behalf of AT&T Communications of the Mountain States, Inc.
Direct July 1998
Rebuttal July 1998
Reply September 1998

Before the New Mexico State Corporation Commission
Docket No. 97-69-TC
On behalf of AT&T Communications of the Mountain States, Inc.
Direct March 20, 1997

Before the North Carolina Utilities Commission
Docket No. P-100, Sub 133d, Phase I
In the matter of general proceeding to determine permanent pricing for unbundled network elements
On Behalf of New Entrants
Direct August 11, 2000

Before the Public Service Commission of the State of North Dakota
Docket No. PU-314-97-465
In the matter of U S WEST Communications, Inc., universal service costs investigation
On behalf of AT&T Communications of the Midwest, Inc.
Rebuttal February 27, 1998

Before the Public Service Commission of Wisconsin
Docket No. 6720-TI-187
Petition of SBC Wisconsin to determine rates and costs for unbundled network elements
On behalf of AT&T Communications of Wisconsin, L.P. and TCG Milwaukee ("AT&T"), and MCI, Inc.
Rebuttal June 15, 2004

Before the Wyoming Public Service Commission
Docket No. 70000-TA-98-442
In the matter of the second application of U S WEST Communications, Inc., for a finding that its interexchange telecommunications services are subject to competition
On behalf of AT&T Communications of the Mountain States, Inc.
Direct January 6, 1999

Before the Wyoming Public Service Commission
Docket No. 70000-TR-98-420
In the matter of the application of U S WEST Communications, Inc., for authority to implement price ceiling in conjunction with its proposed Wyoming price regulation plan for essential and noncompetitive telecommunication services
On behalf of AT&T Communications of the Mountain States, Inc.
Direct September 9, 1998

Before the Wyoming Public Service Commission
General Order No. 81
In the matter of the investigation by the Commission of the feasibility of developing its own costing model for use in determining federal universal service fund support obligations in Wyoming
On behalf of AT&T Communications of the Mountain States, Inc.

Direct	November 1997
Amended Direct	January 23, 1998
Rebuttal	February 6, 1998

Before the Wyoming Public Service Commission
Docket No. 72000-TI-97-107 and Docket No. 70000 TI-97-352
In the matter of the petition of AT&T for the Commission to initiate investigation of U S WEST Communications, Inc.'s compliance with Section 271 of the Telecommunications Act of 1996
On behalf of AT&T Communications of the Mountain States, Inc.

Direct	1998

Before the Wyoming Public Service Commission
Docket No. 72000-TC-97-99
On behalf of AT&T Communications of the Mountain States, Inc.

Direct	May 15, 1997

Before the Wyoming Public Service Commission
Docket No. 70007-TR-95-15
On behalf of AT&T Communications of the Mountain States, Inc.

Adopted Pre-filed Direct	October 1996

Selected Reports, Presentations and Publications

QSI Final Report to the Hawaii Public Utilities Commission "Analysis and Recommendations Related to Docket No. 04-0140 *Merger Application Of Paradise Mergersub, Inc. (n/k/a Hawaiian telecom Mergersub, Inc.), Verizon Hawaii, Inc. and Related Companies*" February 7, 2005

QSI Technical Report No. 012605A "IP-Enabled Voice Services: Impact of Applying Switched Access Charges to IP-PSTN Voice Services"
Ex Parte filing in FCC dockets WC Dockets No. 04-36 (In the Matter of IP-Enabled Services), 03-266 (In the Matter of Level 3 Communications LLC Petition for Forbearance Under 47 U.S.C. § 160(c) from Enforcement of 47 U.S.C. § 251(g), Rule 51.701(b)(1), and Rule 69.5(b); IP Enabled Services)
Washington DC, January 27, 2005

QSI Report to the Wyoming Legislature "The Wyoming Universal Service Fund. *An Evaluation of the Basis and Qualifications for Funding*" December 3, 2004

QSI Audit Report to the Wyoming Public Service Commission on the "Wyoming Universal Service Fund from October 28, 1999 through December 31, 2001" May 15, 2002

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

Contact Information

QSI Consulting, Inc.
550 Sunset Lakes Blvd. SW
Sunset Beach, North Carolina 28468

phone: 910-575-4616
cellular: 910-471-4616
fax: 910-575-5269

e-mail: smorrison@qsiconsulting.com

Current Position

Senior Consultant, QSI Consulting, Inc. December 2000 to Present

Professional Experience

DiAx Telecommunications
Zurich, Switzerland
Project Coordinator, Operations Support Systems
Senior Consultant

OSP Consultants
Denver, Colorado
Central Office Equipment Engineer
Nextlevel 3 VDSL Broadband

Competitive Strategies Group Inc
Chicago Illinois
Technical Consultant
Microwave facilities analysis

CDI Telecommunications
Denver, Colorado
Collocation Engineer
Telecommunications Engineer Training
Central Office Engineer
Outside Plant Engineer

Binariang Sdn. Bhd.
Kuala Lumpur, Malaysia
Senior Manager, Network Operations
Fixed Network Facilities Service Center
GSM Facilities Consultant

Power Engineers
Denver, Colorado

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

Outside Plant Engineering Consultant

Tele-Matic Corporation
Englewood, Colorado
Director Data Services

US WEST
Denver, Colorado
Manager

Southern Bell
Charlotte, North Carolina
Cable Splicer
Central Office Technician
Special Services Technician

United States Air Force
Lowery Air Force Base, Denver, Colorado
Nuclear Weapons/Reentry Vehicle Technician

Computing Skill Set

Hardware Experience: Mini-Computers, Personal Computers, Expansion Devices, Client Server, Workstations, HP Scanners, Novell & Lantastic Networks

Software Application Experience: CAD Applications COEFM, CIMAGE, CPD, TIRKS, COSMOS, LFAC, DOS, OS/2 2.0/Warp 3.0, UNIX, REXX programming language, Paradox, Dbase III, MS Word/Excel/Project, Visio, Wordperfect 6.0 DOS and Windows 3.X, Windows 95, 98 2000 & NT, Harvard Graphics, Pagis, XTALK, ProCom, Application script files

Areas of Expertise

DiAx Telecommunications; Zurich, Switzerland May 1999 to December 2000
Project Coordinator/Manager

- Responsible for the development of customer requirements for the Lucent fault management systems; Network Fault Manager (NFM), Actiview and Trouble Manager as an integrated system for diAx
- Managed the project to completion within the allocated budget and time frames
- Developed and implemented business processes to support provisioning and maintenance of IP-VPN data services
- Planned and implemented the diAx Internet Provider Operations Center
- Trained internet engineers on the processes and detail engineering required for telecommunications central office based infrastructure

OSP Consultants Inc.; Phoenix, AZ /Sterling, VA. October 1998 to May 1999
Consultant; CO transmission engineer

- Provide CO engineering for Very High Bit Rate Digital Subscriber Line Carrier (VDSL) utilizing Nextlevel 3 Broadband Data Terminal equipment, including, floor plan equipment placement, cable racking, power, and

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

integration into outside plant (OSP) facilities and distribution networks
- Project manager CO VDSL installation, procurement and Central Office Equipment Facilities Management (COEFM) engineering process, MOP development, CO installation Design Work Package
- Provide source information on quality control for CO installers
- Provide input information for TIRKS Equipment & Facilities records
- Maintain project progress reports for customer

Competitive Strategies Group; Chicago, IL / Denver, CO October 1998 to May 1999
Consultant: Competitive Local Exchange Carrier (CLEC) Operations & Engineering
- Technical analysis of network facilities & switching (microwave, fiber & Nortel switches)
- Network operations analysis and procedures recommendations for CLEC operators

CDI; Englewood, CO October 1997 to September 1998
Consultant: Outside Plant Engineering
- OSP design engineer; facility placement, copper/fiber/field Electronics
- OSP Facility distribution makeup engineering
- Maintain mechanized records systems for CO and OSP
- Common Systems Planning and Engineering (CSPEC): Power/Frames/Cable Rack/Floor Space/CLEC Collocation Planner
- Training course development and presentation for new hire CO/OSP engineers
- Courses developed and presented, Basic Conventional Communications, CO Switching, OSP Design, Numbering & Routing, for fixed networks and wireless

Binariang Sdn. Bhd., Subang Hi-Tech, Shah Alam, Malaysia December 1995 to June 1997
Senior Manager: Network Operations, Fixed Network Facilities Service Center (FSC) & GSM Facilities Consultant
- Project Managed the planning and implementation of the fixed network provisioning organization including installation and maintenance, assignment and repair organization for telephony, CATV and data
- Project managed the implementation of GTE World Win OSS for provisioning & maintenance of fixed network & CATV
- Developed fixed network operations acceptance criteria for Copper Cables, Hybrid Fiber Coaxial (HFC) Facilities, Subscriber Line Carrier (SLC), Remote Switching Systems (RSS) and Community Antenna Television (CATV) nodes
- Developed operations requirements for switched and leased line services
- Planned, wrote and implemented Southeast Asia's first telecommunications ISO 9002 process for fixed network operations
- Project managed the implementation of an operations field support group for Hybrid Fiber Coaxial (HFC) network

Binariang Sdn. Bhd., Subang Hi-Tech, Shah Alam, Malaysia May 1995 to December 1995
Consultant: Network Operations GSM facilities Consultant
- Project managed the development and implementation of contractor specifications for Global System for Mobile Communications (GSM) and Base Transceiver Site (BTS) construction (cabin, cabinet, tower, pad, cable racking, antenna attachment hardware, grounding, lightning protection, UPS power and electrical)
- Trained contractors and local managers on specifications and quality requirements for site acceptance
- Developed acceptance check list and performed acceptance on the first sixty GSM/BTS sites

Power Engineers March 1995 to May 1995
Consultant: Outside Plant Engineering
- Facility design and placement
- Customer service request analyst

Tele-Matic Corporation February 1993 to November 1994
Director: Data Service
- Planned and directed the activities of the data center department including 2 managers and 10 data center technicians
- Coordinated Automatic Message Accounting (AMA) billing activities with Tele-Matic partners i.e. AT&T, U S WEST, Bell Atlantic, South Western Bell, and other RBOCs for inmate type telephone services
- Negotiated AMA data structures, quality and timely delivery for billing systems

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

- Developed automation concepts for data services software systems
- Planned and directed the implementation of advanced architecture (intelligent networks, servers & workstations)

U S WEST August 1988 to January 1993
Manager: Teleprocessing

- Managed AMA Teleprocessing activities for the U S WEST fourteen state region
- Planned the consolidation of operating centers from seven to four
- Project managed the development and implementation of the U S WEST Oasis network operations support system for AMA

- Directed and managed the activities of PC support personnel
- Provided technical support for the corporate legal department

U S WEST February 1985 to July 1988
Manager: Switching Control Center Corporate Support

- Project managed the selection and implementation of switching maintenance and provisioning operational support system
- Provided technical support for Network Switching Control Centers and Essential Power Systems
- Managed the development of switch operations support systems for center operations
- Directed the activities of 12 staff subordinates responsible for switch vendor specific electronic switching support

U S WEST June 1978 to January 1985
Manager: Network Switching

- Managed U S WEST central office operations responsible for data, special services and local service provisioning
- Project manager for the Denver Curtis Park Area Cut, approximately 30K lines and 12K special services cut from two central office areas
- Planned and implemented new Main Distributing Frame technology in the Denver Main Wire Center
- Operations consultant for U S WEST land use study and business case for southeast Denver metropolitan area
- 16 direct report supervisors and 115 technicians

U S WEST December 1972 to May 1978
Manager: Network Operations

- Supervised central office mainframe operations responsible for local and special services provisioning
- Project manager for the Denver Capital Hill Area Cut, approximately 18K lines & 8K Special Services cut

Mountain Bell/Southern Bell November 1966 to November 1972
Technician: Switching Services

- Special Services Data Technician, Central Office Technician, Cable Splicer and Cable Helper

United States Air Force September 1961 to April 1965

- Nuclear Weapons Technician (Reentry Vehicles) Honorable Discharge

Testimony Profile and Experience

Before the State of New Jersey Board of Public Utilities
Docket No. T00060356
In the Matter of the Review of Unbundled Network Elements Rates Terms and Conditions of Verizon – New Jersey
On behalf of WorldCom, Inc.

Before the Wisconsin Public Service Commission
Docket No. 6720-T1-161

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

Investigation Into Ameritech Wisconsin's Unbundled Network Elements
On behalf of AT&T communications of Wisconsin, TCG Milwaukee, MCI WorldCom, Inc., McLeodUSA Telecommunications Services, Inc., Rhythms Links, Inc., TDS Metrocom, Time Warner telecom, KMC Telecom, Inc.

Before the Public Service Commission of Wyoming
Docket No. 700000-TA-00-599 (Record No. 5924)
In The Matter of the Application of Qwest Corporation Regarding Relief Under Section 271 of the Federal Telecommunications Act of 1996, Wyoming's Participation in a Multi-State Section 271 Process, and Approval of Qwest's Statement of Generally Available Terms and Conditions
On behalf of Covad Communications Company, Rhythms Links, Inc., New Edge Networks, Inc.

Before The Arizona Corporation Commission
DocketNo.T-000000A-00-0194, Phase II --A
In The Matter Of The Investigation Into Qwest Corporation's Compliance With Certain Wholesale Pricing Requirements for Unbundled Network Elements And Resale Discounts
On behalf of WorldCom, Inc.

Before The Public Utilities Commission of The State Of Colorado
Docket no. 99A-577T
In The Matter Of U S WEST Communications, Inc.'s Statement Of Generally Available Terms And Conditions
On behalf of Covad Communications Company, Rhythms Links, Inc., New Edge Networks, Inc.

Before The Commonwealth Of Massachusetts Department Of Telecommunications And Energy
Docket No. D.T.E. 01-20
In the Matter Of Investigation by the Department on its own Motion Into the Appropriate Pricing, based upon Total Element Long-Run Incremental Costs, for Unbundled Network Elements and Combinations of Unbundled Network Elements, and the Appropriate Avoided Cost Discount for Verizon New England Inc., d/b/a Verizon Massachusetts' Resale Services
On behalf of Allegiance Telecom of Massachusetts, Inc., Covad Communications, Company, El Paso Networks, LLC, and Network Plus, Inc. (collectively called the "CLEC Coalition")

Before The Washington Utilities And Transportation Commission
Docket No. UT-003013
In The Matter of: The Continued Costing and Pricing of Unbundled Network Elements, Transport, Termination and Resale
On behalf of WorldCom, Inc.

Before The Florida Public Service Commission
Docket No. 990649B-TP
In The Matter of: Investigation Into Pricing Unbundled Network Elements
On behalf of the ALEC Coalition

Before The Indiana Utility Regulatory Commission
Docket No. 40611-S1
In The Matter of: The Commission Investigation and Generic Proceeding on Ameritech Indiana's Rates for Interconnection Service. Unbundled Elements, and Transport and Termination under the telecommunications Act of 1996 and Related Indiana Statutes

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

On behalf of AT&T Communications of Indiana, GP and TCG Indianapolis, WorldCom, Inc., McLeodUSA Telecommunications Services, Inc.

Before the New Mexico Public Regulation Commission
Utility Case No. 3495, Phase B
In The Matter of the consideration of costing and pricing rules for OSS collocation, shared transport, nonrecurring charges, spot frames combination of network elements and switching.
On behalf of The Public Regulation Commission Staff

Before the State Of North Dakota Public Service Commission
Case No. PU-2342-01-296
In the matter of: Qwest Corporation Interconnection/Wholesale Price Investigation.
On behalf of US Link, Inc., 702 Communications, McLeodUSA Telecommunications, and IdeaOne Telecom Group

Before The Public Utilities Commission Of The State Of South Dakota
Docket No. TC01-098
In The Matter, Of Determining Prices For Unbundled Network Elements (UNEs) In Qwest Corporation's Statement Of Generally Available Terms (SGAT).
On Behalf Of The Staff Of The Public Utilities Commission Of South Dakota

Due Diligence Project
In The Matter, Technical Analysis Central Office Operations Southfield Technicenter LLC
On Behalf Of Luna Entertainment

Before The Illinois Commerce Commission
Docket No. 02-0864
In The Matter of: Illinois Bell Telephone Company, Filing To Increase Unbundled Loop And Nonrecurring Rates (Tariffs Filed December 24, 2002),
On Behalf Of WorldCom, Inc., McLeodUSA Telecommunications Services, Inc., Covad Communications Company, TDS Metrocom, LLC, Allegiance Telecom of Illinois, Inc., RCN Telecom Services of Illinois, LLC., Globalcom, Inc., Z-Tel Communications, Inc., XO Illinois, Inc., Forte Communications, Inc., CIMCO Communications, Inc.

Before The STATE OF INDIANA UTILITY REGULATORY COMMISSION
Cause No. 42398
In The Matter, Complaint of Nuvox Communications of Indiana, Inc., Against SBC Indiana Regarding its Unlawful Billing Practices for Collocation Power Charges
On Behalf Of Nuvox Communications Of Indiana, Inc.

Before The Indiana Utility Regulatory Commission
Cause No. 42393
In The Matter Of The Commission Investigation And Generic Proceeding Of Rates And Unbundled Network Elements And Collocation For Indiana Bell Telephone Company, Incorporated D/B/A SBC Indiana Pursuant To The Telecommunications Act Of 1996 And Related Indiana Statues
On Behalf of WorldCom, Inc. ("MCI") McLeodUSA Telecommunications Services, Inc., Covad Communications Company, Z-Tel Communications, Inc.

Report on AT&T Collocation Site Power Audits in Ohio
Docket No. *03-802-TP-CSS*

Sidney L. Morrison

QSI CONSULTING
Market Solutions • Litigation Support

In The Matter, In Response to the Nuvox Complaint Regarding SBC Collocation Power Charges
On Behalf of AT&T

Before The Michigan Public Service Commission
Case No. U-13531
In The Matter, On The Commission's Own Motion, To Review The Costs Of Telecommunications Services Provided By SBC Michigan
On Behalf of MCImetro Access Transmission Services LLC, MCI WorldCom Communications, Inc., and Brooks Fiber communications of Michigan, Inc. ("MCI")

Before The State Of New York Public Service Commission
CASE 02-C-1425
In The Matter, Proceeding on Motion of the Commission to Examine the Process, and Related Costs of Performing Loop Migrations on a More Streamlined (*e.g.*, Bulk) Basis.
On Behalf of Conversent Communications of New York, LLC

Before The State Of New Jersey Board Of Public Utilities
Docket No. TO03090705
In the Matter, The Implementation Of the Federal Communications Commission's Triennial Review Order
On Behalf of Conversent Communications of New Jersey, LLC

Before The State Of Rhode Island And Providence Plantations Public Utilities Commission
Docket Nos. 3550 and 2861
In The Matter, Implementation of the Requirements of the FCC's Triennial Review Order ("TRO")
On Behalf of Conversent Communications of Rhode Island, LLC

Before The Maryland Public Service Commission
Case No. 8988
In The Matter, The Implementation Of The Federal Communication Commission's Triennial Review Order.
On Behalf of Cavalier Telephone, LLC

Before The Commonwealth Of Massachusetts Department Of Telecommunications And Energy
D.T.E. 03-60
Proceeding by the Department on its own Motion to Implement the Requirements of the Federal Communications Commission's Triennial Review Order Regarding Switching for Mass Market Customers
On Behalf of Conversent Communications of Massachusetts, LLC

Before The Federal Communications Commission, Washington, D.C.
WC Docket No. 04-313
CC Docket No. 01-338
In the Matter of Unbundled Access to Network Elements. Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers.
On Behalf of MCI, Inc.

Before The New Mexico Public Regulation Commission
Case No. 04-00237-UT
In The Matter Of The Investigation Of Whether Qwest Corporation Is In Compliance With The Amended Alternative Form Of Regulation Plan

Sprint

Susan S. Masterton
Attorney

Law/External Affairs
FLTLH00103
1313 Blair Stone Rd.
Tallahassee, FL 32301
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

June 13, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041464-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are Sprint's General and Specific Objections to FDN's First Set of Interrogatories and Production of Documents.

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

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850-599-1560.

Sincerely,

Susan S. Masterton

Enclosure

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 041464-TP EXHIBIT NO 19
COMPANY/ Sprint's Objection and
WITNESS. Discovery Responses -AHA-2
DATE: 08-04-05

CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. and electronic mail on this 13th day of June, 2005 to the following:

Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

David Dowds
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Jeremy Susac
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Michael Sloan
Swidler Berlin, LLP
3000 K Street, NW
Washington, DC 20007

FDN Communications
Mr. Matthew Feil
2301 Lucien Way, Suite 200
Maitland, FL 32751-7025

Kenneth E. Schifman
KSOPHN0212-2A303
6450 Sprint Pkwy
Overland Park, KS 66251-6100

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	Docket No. 041464-TP Filed: June 13, 2005

SPRINT'S GENERAL AND SPECIFIC OBJECTIONS TO FDN COMMUNICATIONS' FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350 and 1.280(b), Florida Rules of Civil Procedure, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following General and Specific Objections to FDN Communications' First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint via e-mail on June 3, 2005.

INTRODUCTION

The objections stated herein are preliminary in nature and are made at this time for the purpose of complying with the ten-day requirement set forth in Order No. PSC-05-0496-PCO-TP ("Procedural Order") issued by the Florida Public Service Commission ("Commission") in the above-referenced docket. Should additional grounds for objection be discovered as Sprint prepares its responses to the above-referenced requests, Sprint reserves the right to supplement, revise, or modify its objections at the time that it serves its responses on FDN. Moreover, should Sprint determine that a Protective Order is necessary with respect to any of the material requested by FDN, Sprint reserves the right to file a motion with the Commission seeking such a order at the time that it serves its answers and responses on FDN.

GENERAL OBJECTIONS

Sprint makes the following General Objections to FDN's First Set of Interrogatories and First Request for Production of Documents ("PODs"). These general objections apply to instructions and definitions and to each of the individual requests and interrogatories in the First Set of Interrogatories and First Request for PODs, respectively, and will be incorporated by reference into Sprint's answers when they are served on FDN.

1. Sprint objects to the requests to the extent that such requests seek to impose an obligation on Sprint to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules. The party subject to this arbitration is Sprint-Florida, Incorporated and, without waiver of this objection and subject to any other applicable objection set forth herein, Sprint will respond accordingly.

2. Sprint has interpreted FDN's requests to apply to Sprint's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, Sprint objects to such request to produce as irrelevant, overly broad, unduly burdensome, and oppressive.

3. Sprint objects to each and every request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Sprint objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not

properly defined or explained for purposes of these requests. Any responses provided by Sprint to FDN's requests will be provided subject to, and without waiver of, the foregoing objection.

5. Sprint objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Sprint will attempt to note in its responses each instance where this objection applies.

6. Sprint objects to FDN's discovery requests, instructions and definitions, insofar as they seek to impose obligation on Sprint that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

7. Sprint objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

8. Sprint objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Sprint objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that FDN requests proprietary confidential business information which is not subject to the "trade secrets" privilege, Sprint will make such information available to counsel for FDN pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Sprint is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs

or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the discovery requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden or expense.

SPECIFIC OBJECTIONS TO FDN'S FIRST SET OF INTERROGATORIES AND FIRST PODS

Interrogatory Nos. 1-90

Specific Objection: Sprint objects to each of these Interrogatories on the grounds that the requests are not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence, to the extent that these Interrogatories request information related to cost studies that were the subject of Docket No. 990649B-TP. In that docket these cost studies were evaluated and approved, with modifications, by the Commission in Order No. PSC-03-03-0058-FOF-TP (the "Sprint UNE Order"). FDN was a party to that proceeding, which involved extensive discovery addressing the same information and issues that FDN is attempting to revisit in this proceeding. Through its direct testimony and these Interrogatories, FDN improperly seeks to obtain reconsideration of the Sprint UNE Order, reconsideration that was denied by this Commission in Order No. PSC-03-0918-FOF-TP. FDN currently has an appeal of the Sprint UNE Order and the Order denying reconsideration pending in federal court. This appeal is the appropriate place for FDN to pursue its disagreement with the

Sprint UNE Order, rather than through attempting to revisit the exact same issues in this arbitration proceeding.

The issue that is currently before the Commission in this arbitration proceeding, as Sprint understands it, is whether or not FDN's new interconnection agreement with Sprint must incorporate the UNE rates approved by the Commission in the Sprint UNE Order. To the extent that the Commission determines that the rates it approved in Order No. PSC-03-0058-FOF-TP are not applicable to FDN and that new UNE rates should be developed for incorporation into the Sprint/FDN agreement, Sprint reserves the right to file new cost studies and seek a full re-evaluation of Sprint's UNE rates in this proceeding. However, it is irrelevant and inappropriate to narrowly re-examine the bases for certain findings in the Sprint UNE Order, a re-examination that has already been requested by FDN and been denied, through the discovery process in this proceeding.

POD Nos. 1-15

Specific Objection: Sprint objects to each of these PODs on the grounds that the requests are not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence, to the extent that these PODs request information related to cost studies that were the subject of Docket No. 990649B-TP and were evaluated and approved, with modifications, by the Commission in Order No. PSC-03-0058-FOF-TP (the "Sprint UNE Order"). FDN was a party to that proceeding, which involved extensive discovery addressing the same information and issues that FDN is attempting to revisit in this proceeding. Through its direct testimony and these PODs, FDN improperly seeks to obtain reconsideration of the Sprint UNE Order, reconsideration that was denied by this Commission in Order No. PSC-03-0918-FOF-TP. FDN currently has an appeal of the Sprint UNE Order and the Order denying

reconsideration pending in federal court. This appeal is the appropriate place for FDN to pursue its disagreement with the Sprint UNE Order, rather than through attempting to revisit the exact same issues in this arbitration proceeding.

The issue that is currently before the Commission in this arbitration proceeding, as Sprint understands it, is whether or not FDN's new interconnection agreement with Sprint must incorporate the UNE rates approved by the Commission in the Sprint UNE Order. To the extent that the Commission determines that the rates it approved in Order No. PSC-03-0058-FOF-TP are not applicable to FDN and that new UNE rates should be developed for incorporation into the Sprint/FDN agreement, Sprint reserves the right to file new cost studies and seek a full re-evaluation of Sprint's UNE rates in this proceeding. However, it is irrelevant and inappropriate to narrowly re-examine the bases for certain findings in the Sprint UNE Order, a re-examination that has already been requested by FDN and been denied, through the discovery process in this proceeding.

DATED this 13th day of June 2005.

Susan S. Masterton

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT-FLORIDA, INCORPORATED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint–Florida, Inc. for Arbitration of an Interconnection Agreement with Florida Digital Network, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996	)	Docket No. 041464 Served: June 23, 2005

SPRINT'S RESPONSE TO FDN COMMUNICATIONS' FIRST SET OF INTERROGATORIES (NOS. 1 -93) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-15)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses to FDN's First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on June 3, 2005.

Interrogatory	Prepared by	Title
82	James M. Maples	Regulatory Affairs Manager
91	James M. Maples	Regulatory Affairs Manager
93	Peter Sywenki	Director – Regulatory Policy

INTERROGATORIES

1. Sprint states at page 8 of the "Loop Documentation" that "[r]ecent factual and objective data provides the best basis for predicting the forward-looking cost of constructing telephone plant in Sprint's service territory." State whether this "factual data" has been updated and if so, identify the new data.

Response: See Sprint's objections previously filed on June 13, 2005.

2. Provide a detailed explanation of all differences, including input values, between the version of the SLCM that Sprint bases its proposed rates on in this proceeding and the version of the SLCM filed in the previous 2001 UNE cost proceeding.

Response: See Sprint's objections previously filed on June 13, 2005.

3. Identify and provide the count of UNE loops that Sprint provides that are provided: a) on a standalone basis and b) as part of a UNE-P arrangement between 1996 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

4. Provide all projections of the total number and/or percentage of UNE loops that Sprint expects to provide between 2004 and 2010.

Response: See Sprint's objections previously filed on June 13, 2005.

5. Provide the number of customers served by Sprint in Florida by year over the past five years, broken out by residential or business customers and by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

6. Provide the number of Sprint working lines in Florida by year over the past five years, broken out by residential or business customers and by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

7. Provide Sprint's average number of lines per customer in Florida by year over the past five years, broken out by zone (urban, rural, and suburban).

Response: See Sprint's objections previously filed on June 13, 2005.

8. Identify separately the number of residential and business Sprint lines in Florida (broken out by urban, suburban, and rural zones) that have the following number of lines per location:

- 1 line per location;
- 2 lines per location;
- Between 3 and 6 lines per location;
- Between 7 and 25 lines per location;
- Between 26 and 50 lines per location;
- Between 51 and 100 lines per location;
- Between 101 and 200 lines per location;
- Between 201 and 300 lines per location;
- Between 301 and 400 lines per location;
- Between 401 and 600 lines per location;
- 601 or more lines per location.

Response: See Sprint's objections previously filed on June 13, 2005.

9. Identify separately the number of residential and business Sprint lines in Florida (broken out by urban, suburban, and rural zones) that have the following number of lines per customer:

- 1 line per customer;
- 2 lines per customer;
- Between 3 and 6 lines per customer;
- Between 7 and 25 lines per customer;
- Between 26 and 50 lines per customer;
- Between 51 and 100 lines per customer;
- Between 101 and 200 lines per customer;
- Between 201 and 300 lines per customer;
- Between 301 and 400 lines per customer;
- Between 401 and 600 lines per customer;
- 601 or more lines per customer.

Response: See Sprint's objections previously filed on June 13, 2005.

10. Identify by wirecenter the number of DS-1 two wire copper loops in use in Sprint's Florida network in 2001, 2002, 2003 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

11. Identify by wirecenter the number of DS-1 four wire fiber loops in use in Sprint's Florida network in 2001, 2002, 2003 and 2004.

Response: See Sprint's objections previously filed on June 13, 2005.

12. With respect to Sprint's calculation of loop costs, identify the criteria Sprint uses to determine when fiber and DLC feeder systems would be used instead of copper feeder?

Response: See Sprint's objections previously filed on June 13, 2005.

13. Identify the number of customers that are currently provided service with feeder cable terminating at the customer's premise and the percent that represents of all customers served.

Response: See Sprint's objections previously filed on June 13, 2005.

14. For modeling purposes, if copper feeder cable terminates directly in a customer premises (such as office building or MDU) and does not have any distribution cable, is the terminal in the building classified as a FDI, distribution terminal, multi-line premise termination (block terminal) or some other terminal classification? If the answer to this question varies between the different terminal types, provide a detailed explanation of when each terminal classification would be used.

Response: See Sprint's objections previously filed on June 13, 2005.

15. For modeling purposes, if fiber feeder cable terminates directly in a customer premises (such as office building or MDU) on either digital loop carrier or high-capacity multiplexer and then terminates on copper without any distribution cable, is the terminal in the building classified as a FDI, distribution terminal, multi-line premise termination (block terminal) or some other terminal classification? If the answer to this question varies between the different terminal types, provide a detailed explanation of when each terminal classification would be used. Identify the percentage and actual number of customers served in this manner.

Response: See Sprint's objections previously filed on June 13, 2005.

16. For modeling purposes, explain the extent to which the mix of copper cable length allocated to distribution and feeder estimated in the model varies based on the structure type (aerial, buried, underground), terrain, and other variables. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether the mix of copper cable length allocated to distribution and feeder should vary based on the structure type (aerial, buried, underground) and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

17. For modeling purposes, explain whether the mix of copper cable length allocated to distribution and feeder varies based on customer density. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether the mix of copper cable length allocated to distribution and feeder should vary based on customer density and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

18. Confirm or deny that a higher percentage of underground cable is used for feeder facilities than for distribution facilities in the model. If this statement is denied, provide a detailed explanation and give an example of when this would not be true. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether a higher percentage of underground cable is used for feeder facilities than for distribution facilities and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

19. Confirm or deny that, for modeling purposes, a greater quantity of underground cable is present in urban areas than in rural areas. If this statement is denied, provide a detailed explanation and give an example of when this would not be true. If Sprint does not specifically track this information, provide Sprint's expert opinion on whether underground cable is more prevalent in urban areas than in rural areas and identify the expert providing the response. Identify the percentage and actual number of customers served in this manner.

Response: See Sprint's objections previously filed on June 13, 2005.

20. Page 21 of the Loop Documentation states, "Double-ending a system provides flexibility and allows the ILECs to provide unbundled loops to CLECs." Explain Sprint's position on the technical feasibility of using a single-ended or integrated DLC to provide unbundled loops.

Response: See Sprint's objections previously filed on June 13, 2005.

21. Identify the percent of Integrated or "single-ended" DLC-RTs in Sprint's network that have at least one shelf or channel bank assembly configured in a universal mode.

Response: See Sprint's objections previously filed on June 13, 2005.

22. With respect to the planned percentage of DLCs that will be deployed solely as Universal or "double-ended" DLCs In Sprint Florida's network, explain the basis for the decision regarding how much and where (and under what conditions) Universal or "double-ended" DLC will be deployed and the basis for those determinations.

Response: See Sprint's objections previously filed on June 13, 2005.

23. Identify the percentage of and total number of DLC installations over the past three years that have been installed solely as Universal DLCs (i.e., not integrated).

Response: See Sprint's objections previously filed on June 13, 2005.

24. Identify the percent and total number of loops in Sprint's existing network that are served by fiber feeder with DLC.

Response: See Sprint's objections previously filed on June 13, 2005.

25. Identify the percent and total number of fiber-fed loops (with DLC) in Sprint's existing network that are provisioned using Integrated DLC.

Response: See Sprint's objections previously filed on June 13, 2005.

26. Provide the number of DLCs and CEVs for each DLC and CEV size currently deployed in Sprint's network in Florida by zone.

Response: See Sprint's objections previously filed on June 13, 2005.

27. Provide the mix of CEV system sizes (including capacities) currently deployed in Sprint's network, including both the magnitude and percentage of those deployments.

Response: See Sprint's objections previously filed on June 13, 2005.

28. With respect to the ten largest outside plant estimate cases from Florida over the past three years, for each of these projects, provide the actual job costs at the most granular level of detail available, including the reason for each project, the total number of lines of actual and potential loop capacity added in each such project, and the specific location of each such construction project. The response to this request should contain detail information, not summary level information.

Response: See Sprint's objections previously filed on June 13, 2005.

29. Provide, for each of the past three years, the total labor dollars, material dollars, and engineering dollars assigned to each account category (at the lowest level of accounting available) for exempt materials. For example, if exempt material labor dollars are captured at the ACC 248 and ACC 548 level (or lower), provide information at that level of detail.

Response: See Sprint's objections previously filed on June 13, 2005.

30. Provide the name of and a complete description of each system and/or database that Sprint uses to develop cost estimates for outside plant construction to service new loop demand.

Response: See Sprint's objections previously filed on June 13, 2005.

31. Provide all Sprint "objective" installation times (or equivalent) for each component of its outside plant including those that Sprint uses to estimate installation times (either for internal reporting purposes or for constructing project estimates) for each specific type of outside plant equipment including, but not limited to, any installation times that Sprint uses to evaluate the performance of its employees.

Response: See Sprint's objections previously filed on June 13, 2005.

32. Identify the average distance between splices for aerial, buried, and underground copper cable in Sprint's network and the assumptions used in the SLCM. If Sprint does not specifically track this information, provide Sprint's expert opinion on the average distance

between splices for aerial, buried, and underground copper cable and identify the expert providing the response.

Response: See Sprint's objections previously filed on June 13, 2005.

33. Describe the specific steps that are necessary to install DLC equipment once it is delivered from the vendor. Also, include time estimates for each of these steps and identify the source for these time estimates.

Response: See Sprint's objections previously filed on June 13, 2005.

34. Identify the various sizes of distribution terminals that Sprint currently purchases for use in Florida and the extent to which they are (a) deployed in Sprint's network and (b) assumptions regarding deployment in the SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

35. For each size distribution terminal identified that Sprint currently purchases for use in Florida, identify the percent of each distribution terminal type installed over the past three years.

Response: See Sprint's objections previously filed on June 13, 2005.

36. For each FDI placed in the past three years, supply the size FDI placed, the number of working lines at installation and the total number of ports cross-connected at that FDI. If the number of ports cross-connected is not available, provide as much information as is available for each FDI installation.

Response: See Sprint's objections previously filed on June 13, 2005.

37. Identify the average number of feeder pairs engineered at the FDI, by rate zone and customer type.

Response: See Sprint's objections previously filed on June 13, 2005.

38. Identify the installation times for each FDI size that Sprint uses, for each system that Sprint uses that contains such information, including, but not limited to systems used for

estimating construction costs, budget control, or purchasing purposes and identify the systems containing such information.

Response: See Sprint's objections previously filed on June 13, 2005.

39. Identify the average feeder stub length assumed in SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

40. Identify and indicate the length of drop wires assumed to be used for aerial and buried drops in the SLCM. Provide all documentation, assumptions, studies, work papers and any other support for the assumed lengths. If no specific drop length is assumed, explain if Sprint's position in this proceeding is that drop costs do not vary based on length.

Response: See Sprint's objections previously filed on June 13, 2005.

41. Identify the average lengths of drop wire installed by Sprint-Florida at both a statewide level and by rate zone.

Response: See Sprint's objections previously filed on June 13, 2005.

42. Confirm or deny that the mix of aerial and buried drop wires should match the mix of aerial and buried distribution cables. If this statement is denied, state the basis for your position.

Response: See Sprint's objections previously filed on June 13, 2005.

43. If a customer requests a buried drop (where an aerial drop would have been done otherwise), to what extent is the customer required to pay for that buried drop, and does this include trenching costs?

Response: See Sprint's objections previously filed on June 13, 2005.

44. Identify the various sizes of Network Interface Devices ("NIDs") that Sprint currently purchases for use in Florida. For each size NID, identify the percent of each NID type installed over the past three years.

Response: See Sprint's objections previously filed on June 13, 2005.

45. Identify the NID cost estimates, by NID type, used in Sprint's cost model.

Response: See Sprint's objections previously filed on June 13, 2005.

46. Identify the NID installation times used in Sprint's cost model, including the bases therefore.

Response: See Sprint's objections previously filed on June 13, 2005.

47. Identify any standards (such as standard time increments or functional time increments) that Sprint uses for the purposes of evaluating the productivity of its technicians for installing NIDs and identify the source of the standards.

Response: See Sprint's objections previously filed on June 13, 2005.

48. Identify Sprint's costs associated with purchasing drop wire (both aerial and buried) and NIDs along with any information sufficient to identify the average material cost per foot of aerial drop wire, buried drop wire, and the average material cost per NID from these invoices.

Response: See Sprint's objections previously filed on June 13, 2005.

49. For the ten largest Sprint projects over the past three years involving the installation of DS-1 circuit equipment, identify the specific time and material, on an item-by-item basis, associated with installing DS-1 circuit equipment. Include a description of the purpose or reason for the job. For each of these projects, also provide the actual job costs at the most granular level of detail available.

Response: See Sprint's objections previously filed on June 13, 2005.

50. For any DLC systems used in SLCM, identify the concentration ratio and the basis for that estimate.

Response: See Sprint's objections previously filed on June 13, 2005.

51. By each rate zone, identify the actual concentration ratio for which Sprint's DLC systems are engineered in its actual network in Florida.

Response: See Sprint's objections previously filed on June 13, 2005.

52. Please discuss Sprint's position of whether IDLC based DS0 loops can be offered on an unbundled basis as UNE loops.

Response: See Sprint's objections previously filed on June 13, 2005.

53. Please identify the following:

a. the percentage of loops served by IDLC;

b. the percentage of loops served by UDLC.

Response: See Sprint's objections previously filed on June 13, 2005.

54. Is the Sprint Florida TELRIC model platform filed in this proceeding the same as that filed in Docket No. 990649B-TP? If not, please describe in detail how this model platform is different than the one used to calculate the following in Docket No. 990649B-TP:

a. Loop investment and annual costs.
b. Annual cost factors
c. Other direct and common cost factors
d. Avoided / excluded costs

Response: See Sprint's objections previously filed on June 13, 2005.

Factors

55. Is Sprint proposing cost of debt, cost of equity and debt / equity ratios different than those approved by the Florida PSC in Order No. PSC-03-0058-FOF-TP? If the answer is yes, please identify the bases for the proposed changes.

Response: See Sprint's objections previously filed on June 13, 2005.

56. Is Sprint proposing depreciation lives different than those approved by the Florida PSC in Order No. PSC-03-0058-FOF-TP? If the answer is yes, please explain why and the basis for Sprint's proposed changes.

Response: See Sprint's objections previously filed on June 13, 2005.

57. Please state whether Sprint used book values for the plant investment used in the denominator portion of the annual cost factor calculations or plant values restated to replacement cost via telephone plant indices ("TPI") or C.A. Turner indices.

Response: See Sprint's objections previously filed on June 13, 2005.

58. Please state whether Sprint Florida includes productivity and/or inflation factors in its TELRIC studies.

Response: See Sprint's objections previously filed on June 13, 2005.

59. With respect to the "Non Recurring Charges Study, Narrative Index," at p. 4 § 2, Service Order Charges:

a. state what automatic edits, if any, the Electronic Interfaces, Electronic Data Interface (EDI) and Integrated Request Entry System (IRES) have for correcting input by CLEC users?

b. identify the devices available in the Electronic Interfaces to CLEC users to determine the type and accuracy of input information?

c. identify the user feedback processes available for CLEC users to determine what ongoing errors are being charged as a tool to avoid future charges for errors.

Response: See Sprint's objections previously filed on June 13, 2005.

60. With respect to the "Non Recurring Charges Study, Narrative Index," at pps. 5-6 § 2, ("Major Determinants of Cost"), where Sprint states that the electronic service order charge "includes the costs to clarify and correct errors on LSR," identify:

a. How is the error determination made and how does Sprint make the CLEC user aware of all errors on LSRs?

b. What is the time frame from Sprint receipt of an LSR to notification of the CLEC users that a billable error has been made?

Response: See Sprint's objections previously filed on June 13, 2005.

61. With respect to the "Non Recurring Charges Study, Narrative Index," at pps. 5-6 § 2, ("Major Determinants of Cost"), in which Sprint states that the Electronic Service Order charges includes the costs to establish major account for CLEC in SOE, identify the steps involved with this business process and explain why this is a manual rather than automated process.

Response: See Sprint's objections previously filed on June 13, 2005.

62. With respect to the "Non Recurring Charges Study, Narrative Index," at pps. 5-6 § 2, ("Major Determinants of Cost), in which Sprint states that the Electronic Service Order charge includes the costs to "Apply service and equipment codes," and charges associated with CLEC orders, explain:

a. The steps and purpose of these business processes;

b. why they are not automated for cost purposes; and

c. Whether these codes are maintained in any system data bases.

Response: See Sprint's objections previously filed on June 13, 2005.

63. Identify the percentage of central office dedicated inside plant (DIP) assumed in the cost studies, if any, and the process used to make this determination.

Response: See Sprint's objections previously filed on June 13, 2005.

64. Identify the percentage of dedicated outside plant (DOP) assumed in the cost studies, if any, and the process used to make this determination.

Response: See Sprint's objections previously filed on June 13, 2005.

65. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops)" at p. 8 § 3, in which Sprint states that

various charges are "weighted," identify the processes Sprint uses to determine the various non recurring charges that are weighted.

Response: See Sprint's objections previously filed on June 13, 2005.

66. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops)" at p. 8, Sprint states that "[r]ecent factual and objective data provides the best basis for predicting the forward-looking cost of constructing telephone plant in Sprint's service territory." Identify any updates that have been made to this data.

Response: See Sprint's objections previously filed on June 13, 2005.

67. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops - Installation Charges)," at pps. 10-11, § 3, in which Sprint states that for New, Second or Additional Line and Re-Installation, charges include the cost of "Connections at cross-boxes, terminals and customer interface," identify the basis for these costs, including whether they constitute averages for all types of termination technology?

Response: See Sprint's objections previously filed on June 13, 2005.

68. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), at pps. 10-11, § 3, identify the bases for all travel charges.

Response: See Sprint's objections previously filed on June 13, 2005.

69. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), at pps. 10-11, § 3, in which Sprint states that for New, Second or Additional Line and Re-Installation, charges include the costs of "Completion Testing," state what activities constitute this charge, including, but not limited to, whether the process is automated, and how fault-identifications are handled and resolved.

Response: See Sprint's objections previously filed on June 13, 2005.

70. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), at p. 11, § 3, regarding disconnect charges,

identify all activities associated with this charge and when relative to the disconnect due date, service jumpers removed and all tasks associated therewith.

Response: See Sprint's objections previously filed on June 13, 2005.

71. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), § 4 at 12, in which Sprint identifies activities associated with loop qualification information request procedures, identify the What measured sub-tasks associated with each identified component of the major task and how those estimates were determined.

Response: See Sprint's objections previously filed on June 13, 2005.

72. With respect to the "Non Recurring Charges Study, Narrative Index (Major Determinants of Cost – 2 & 4 Wire Analog Loops), § 5 pps. 13-15, regarding loop conditioning inputs, identify all activities and processes associated with these charges and the bases therefore.

Response: See Sprint's objections previously filed on June 13, 2005.

73. Identify any and all databases and/or operational support systems that provide detailed information on outside plant design, rearrangements, additions, removals and other activity relative to the design and makeup characteristics needed to provision customer services?

Response: See Sprint's objections previously filed on June 13, 2005.

74. State whether Sprint field technicians (installation and maintenance, cable maintenance, central office maintenance, etc.) are dispatched from personal residences; if not, the locations they are dispatched from, and the criteria Sprint uses to determine dispatch locations.

Response: See Sprint's objections previously filed on June 13, 2005.

75. Identify how labor rate information is utilized in the cost studies and how cost data is adjusted to reflect current labor costs.

Response: See Sprint's objections previously filed on June 13, 2005.

76. Identify by name and position all subject matter experts, field technicians and other personnel that have provided information used in the non-recurring studies filed in the current proceeding and identify with specific references to studies each specific time estimate or others aspect of the studies for which the person provided input(s).

Response: See Sprint's objections previously filed on June 13, 2005.

77. List all criteria applied to the nonrecurring cost studies to insure statistical validity.

Response: See Sprint's objections previously filed on June 13, 2005.

78. State whether central office and field technicians have the ability to receive and complete work orders directly from an operation support system, what system or systems support this effort, and the nature of the support these systems provide field technicians.

Response: See Sprint's objections previously filed on June 13, 2005.

79. For each in which a Sprint incumbent local exchange carrier affiliate (other than Sprint Florida) provides unbundled network elements, identify whether the most recently approved NRCs include the costs for disconnection or whether there are deferred charges for disconnection.

Response: See Sprint's objections previously filed on June 13, 2005.

80. Identify the main distribution frame technologies Sprint uses to determine central office cross-connect times and the bases therefore.

Response: See Sprint's objections previously filed on June 13, 2005.

81. Identify the extent Sprint utilizes automatic distribution frame technologies? What percentage of Sprint's voice grade, DS0 level loop facilities terminate on such frames in Florida?

Response: See Sprint's objections previously filed on June 13, 2005.

82. For commingled EELs where the loop is a UNE and transport is purchased from other Sprint tariffs, what non-recurring charges apply? Please provide an exhaustive accounting of the applicable non-recurring charges for the following configurations:

a. DS0 loop to DS1 transport

b. DS0 loop to DS3 transport

c. DS1 loop to DS1 transport

d. DS1 loop to DS3 transport

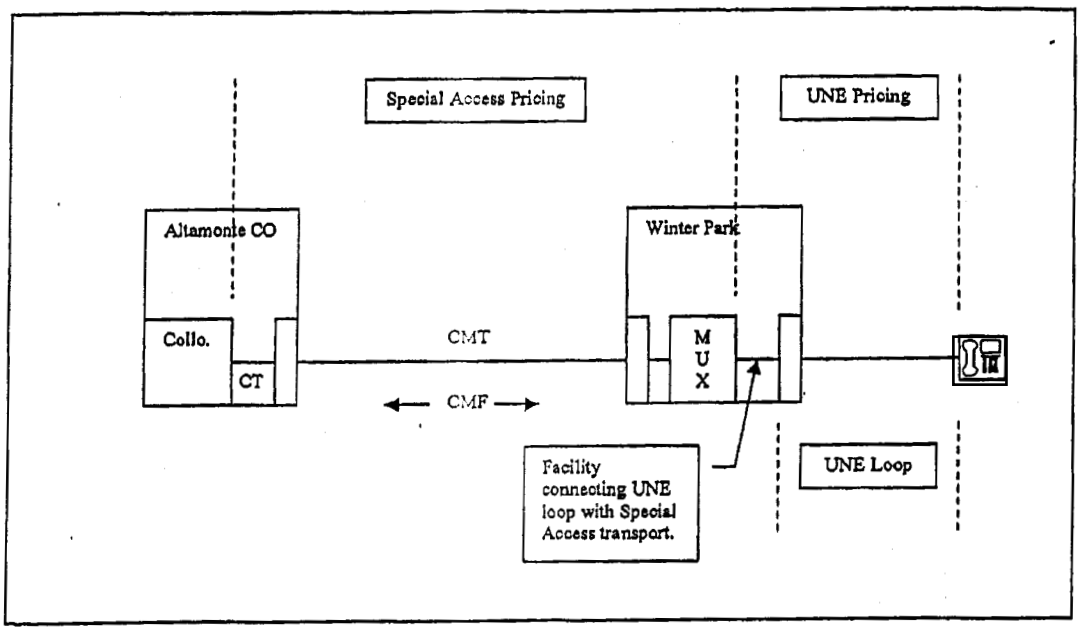
Response:

The following response is based on the initial installation of new services. FDN did not specify whether or not it wanted the charges for a new installation or the conversion of existing service.

The tariffed special access recurring and non-recurring charges will apply for the transport component of the commingled EEL. Sprint's tariffs are publicly available, rate application is explained within them, and prices vary based on a variety of factors such as whether or not the circuit is ordered out of the interstate or intrastate tariff and whether or not it is ordered on a month to month or volume term basis. Any attempt to model the variety of scenarios would therefore be voluminous and burdensome and unnecessary.

Likewise, pricing for the UNE loop components is clearly provided in the price list and varies based on loop type and by rate bands.

However, Sprint provides the following example that can assist FDN in modeling various scenarios. The diagram illustrates a commingled EEL with the special access transport between Altamonte and Winter Park and the UNE loop served out of Winter Park. It terminates to a collocation arrangement in Altamonte since collocation is a requirement for access to EELs (47 C.F.R. §51.318).



The special access elements that could apply (depending upon what was ordered) and associated month to month access rates are as follows:

Service	Rate Element	Quantity	Intrastate Zone 1 Non-recurring Charge	Interstate Zone 1 Non-recurring Charge
DS1	Channel Termination (CT)	1	360.00	180.00
DS1	Channel Mileage Facility (CMF)	6	NA	NA
DS1	Channel Mileage Termination (CMT)	1	NA	NA
DS1	DS1 to DS0 Mux	1	175.00	150.00
DS3	Channel Termination (CT)	1	400.00	200.00
DS3	Channel Mileage Facility (CMF)	6	NA	NA
DS3	Channel Mileage Termination (CMT)	1	NA	NA
DS3	DS3 to DS1 Mux	1	212.00	100.00

The most common UNE elements that could apply (depending upon what was ordered and how it was ordered) are as follows:

UNE Rate Element	Non-Recurring Charge
Trip Charge	18.88
Manual Service Order	28.10
Electronic Service Order	3.82

2 Wire Loop Cooperative Testing	46.71
4 Wire Loop Cooperative Testing	66.99
Loop Make-UP Information	5.90
2-Wire Analog	111.24 (First line) 52.73 (Each additional)
4-Wire Analog Band 2	144.33 (First line) 85.82 (Each additional)
2-Wire xDSL Capable	106.81 (First line) 48.30 (Each additional)
4-Wire xDSL Capable	138.23 (First line) 79.75 (Each additional)
2-Wire Digital	169.14 (First line) 108.10 (Each additional)
2-Wire ISDN-BRI Digital Loop	169.14 (First line) 108.10 (Each additional)
4-Wire Digital Loop (no Electronics)	240.90 (First line) 179.85 (Each additional)
Digital 56k/64k Loop Band 2	169.14 (First line) 108.10 (Each additional)
DS1 Service and ISDN PRI Loop	325.88 (First line) 177.61 (Each additional)
Loop Conditioning	May apply if CLEC requests (see UNE price list)

There is no charge currently for the facility connecting the UNE loop with the special access transport. Sprint initially took the position that this facility would be purchased from the wholesale tariff; however, upon further review, it determined that a UNE rate would be more appropriate. If the end to end circuit were 100% special access the channel termination charge for the facility to the end user premises would recover the cost of providing this connection. If the end to end circuit were 100% UNE the UNE multiplexing charge includes the cost of this facility.

Sprint will commingle the facilities with the non-recurring charges as shown and forego any separate charge for the facility in question. Sprint, may, at some future time, develop pricing for that element. If it does, it will only seek to apply the rate on a prospective basis in accordance with the terms and conditions in the interconnection agreement.

Using the information above, if FDN were to order a DS1 UNE loop commingled with intrastate DS3 special access transport, the following NRCs would apply, assuming that the UNE loop was ordered electronically, a trip charge was required, and FDN requested cooperative testing.

Rate Element	NRC
DS3 Channel Termination (CT)	400.00
DS3 Channel Mileage Facility (CMF)	NA
DS3 Channel Mileage Termination (CMT)	NA
DS3 to DS1 Mux	212.00
Trip Charge	18.88
Electronic Service Order	3.82

4-Wire Cooperative Testing	66.99
DS1 UNE Loop Installation	325.88
Total NRC	1,027.57

This level of non-recurring charge would apply to the initial installation of the DS3 transport and DS3/DS1 multiplexing. The installation of subsequent DS1 loops terminated to the special access multiplexer would be $415.57 (trip charge, electronic service order, 4-wire cooperative testing, DS1 UNE Loop Installation).

83. State how Sprint accounts for exempt material dollars and how exempt material dollars are associated with each account.

Response: See Sprint's objections previously filed on June 13, 2005.

84. Identify and provide the bases for all modeling assumptions regarding the average distance between splices for aerial, buried, and underground copper cable.

Response: See Sprint's objections previously filed on June 13, 2005.

85. Identify and provide the bases for all modeling assumptions regarding the estimation of the percent of active strands assumption in SLCM, by density zone.

Response: See Sprint's objections previously filed on June 13, 2005.

86. Identify and provide the bases for all modeling assumptions used to generate FDI size, quantity, and zone allocations.

Response: See Sprint's objections previously filed on June 13, 2005.

87. Identify and provide the basis for the average feeder stub length assumed in SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

88. Identify and provide the basis for the mix of aerial and buried drop wires assumed in the SLCM. To the extent that the mix is based on expert opinion, identify the expert and

provide a detailed description of why the mix of aerial and buried drop wires used in Sprint's SLCM is appropriate.

Response: See Sprint's objections previously filed on June 13, 2005.

89. Identify and provide the basis for the business and residential premises termination information (mix of NIDs/block terminals, etc.), used in Sprint's model.

Response: See Sprint's objections previously filed on June 13, 2005.

90. Identify and provide the basis for the cable distances assumed in SLCM and explain how Sprint assures they reflect only those distances that would be necessary to support the services assumed on each route.

Response: See Sprint's objections previously filed on June 13, 2005.

91. Identify on a route-by-route basis, the number of UNE transport circuits purchased by FDN from Sprint (whether as part of an EEL or otherwise) on routes which Sprint maintains are unimpaired pursuant to the standards of the TRRO and on routes where Sprint maintains that a CLEC can order no more than 10 DS-1 transport circuits.

Response:

Sprint provided FDN with the list of Sprint's wire centers that qualify as Tier 1 or Tier 2 via e-mail on April 28, 2005 and provided FDN the basis for the wire centers meeting the qualification, either number of business lines or fiber based collocators, on May 27, 2005. In addition, the point to point transport route table in the price list that has been provided to FDN explicitly shows which routes have met the DS1 and/or DS3 threshold. Accordingly, the prices for these routes on the price list have been adjusted to reflect the increase allowed by the FCC in the TRRO.

FDN should maintain its own records regarding how many circuits it has as well as where they are and with the above information be able to determine which circuits will be impacted by the status of the wire centers as well as the cap of 10 DS1 circuits on each route.

92. Identify the total amount of intrastate access revenues and minutes billed by Sprint to FDN for services in 2004.

Response: In addition to Sprint's general objections previously filed on June 13, 2005, Sprint objects to this interrogatory because the information requested is information that is equally available to FDN as it is to Sprint and, via its receipt of Sprint's bills, should already be in FDN's possession.

93. Identify the total amount of intrastate access revenues and minutes budgeted by Sprint for services to be rendered to FDN for 2005, 2006, and 2007.

Response:

Sprint does not budget intrastate access revenues and minutes on a carrier by carrier basis.

REQUESTS FOR PRODUCTION

1. Provide the proprietary versions of Sprints cost models used to support Sprint's proposed rates and costs in the current proceeding. The models and algorithms should be provided in electronic form with all supporting workbooks and all documentation necessary to replicate and verify the results. Sprint should also provide all other documents, communications, work papers and analyses used in the preparation of the non-recurring cost studies.

Response: See Sprint's objections previously filed on June 13, 2005.

2. Provide all documents referred to, relied upon or related to Sprint's answers to FDN's First Set of Interrogatories.

Response: See Sprint's objections previously filed on June 13, 2005.

3. Sprint states at page 5 of the Loop Documentation manual that "Customer density is the single largest factor impacting the cost of local loops." Provide all studies, analysis and maps showing any and all changes in Sprint's customer density over the last five years by wire center.

Response: See Sprint's objections previously filed on June 13, 2005.

4. Sprint states at page 7 of the Loop Documentation manual that it "uses current vendor material costs for cable and electronics." Provide all current vendor quotes relied on the inputs to the Loop calculations.

Response: See Sprint's objections previously filed on June 13, 2005.

5. With respect to Sprint's calculation of loop costs, provide all documents related to Sprint's determination of when fiber and DLC feeder systems are used instead of copper feeder, including all supporting analysis and related documentation.

Response: See Sprint's objections previously filed on June 13, 2005.

6. Provide all documentation supporting the percentage of Universal or "double-ended" DLC used in SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

7. Provide a complete copy of any documentation that establishes the planned percentage of DLCs that will be deployed solely as Universal or "double-ended" DLCs in Sprint Florida's network, including the basis for the decision regarding how much, where, and under what conditions, Universal or "double-ended" DLC will be deployed.

Response: See Sprint's objections previously filed on June 13, 2005.

8. For the ten largest outside plant construction projects done in the last three years, provide all pre-job cost estimates, and post-job actual cost data, including invoices and other documentation as well as statements of work performed, time required, and costs of each activity, at the most granular level of detail available, for the following: (a) installation of feeder and distribution cable, (b) installation of DLC RT Cabinet equipment; (c) 672 and 2016 DLC-RT installation; (d) DLC COT deployment; (e) terminal block and distribution terminal installation and deployment; and (f) FDI installation.

Response: See Sprint's objections previously filed on June 13, 2005.

9. Provide copies of any standards, such as standard time increments or functional time increments, for all activities related to elements in the cost models, including, but not limited to, the following: (a) installation of copper and fiber cables; (b) installation of distribution terminals and FDIs. Also identify the basis for all such standards.

Response: See Sprint's objections previously filed on June 13, 2005.

10. Provide an electronic copy of all documents concerning, referring or relating to any and all internal or external validation tests or studies that have been performed on SLCM.

Response: See Sprint's objections previously filed on June 13, 2005.

11. Page 29 of the Loop Documentation manual states, "The maximum loop length of a CSA is 12kft for 19, 22, or 24 gauge cables and 9kft for 26 gauge cables. All CSA loops must be unloaded and should not consist of more than two gauges of cable." This documentation cites Bellcore Notes on the Networks, SR-2275, Issue 3, December 1997, Section 12.1.4 page 12-5. Provide all updated engineering guidelines and resulting current maximum loop length practices.

Response: See Sprint's objections previously filed on June 13, 2005.

12. Please provide copies of the most current TPI or C.A. Turner indices used by Sprint Florida and an analysis of plant investment by account and by vintage restated to current or replacement cost.

Response: See Sprint's objections previously filed on June 13, 2005.

13. Provide copies of the instructions used in preparing cost studies relied on by for the NRCs in Sprint Florida.

Response: See Sprint's objections previously filed on June 13, 2005.

14. Provide copies of all time and motion studies used to develop Sprint-Florida cost studies.

Response: See Sprint's objections previously filed on June 13, 2005.

15. Provide all engineering documents and guidelines used by Sprint's engineers and technicians in planning, constructing and or augmenting Sprint's loop and transport facilities and network.

Response: See Sprint's objections previously filed on June 13, 2005.

DATED this 23rd day of June, 2005.

Susan S. Masterton

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT