BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF FLORIDA

In re: Amended Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Filed: June 14, 2012 Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, 1.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP

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DIRECT TESTIMONY OF DEREK CANFIELD

ON BEHALF OF

QWEST COMMUNICATIONS COMPANY, LLC

Filed: June 14, 2012

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Filed: June 14, 2012

the relevant time period at issue for each CLEC named in this case, illustrate the intrastate switched access billed by each to QCC during the pertinent time period, describe the variance in rate between the billed rate and the rate provided to certain of QCC's interexchange carrier (IXC) competitors, and calculate the financial impact on QCC from inception to termination of the agreement. For agreements that remain active, I calculated the variance only through March 31, 2012. I understand that my calculations will need to be brought current later in the case. Also, to the extent QCC is missing billing data for earlier periods I may need to update my calculations (assuming that billing data can be obtained from the CLECs) for the earlier periods.

III. ANALYSIS OVERVIEW

WHAT IS THE SIGNIFICANCE OF SWITCHED ACCESS COST TO QCC? Q.

Switched access is a very significant expense to QCC. By way of example, for 2010 12 A. and 2011, QCC incurred switched access expenses (interstate and intrastate) on average 13 per month. Of this total, was for intrastate 14 switched access. In other words, intrastate switched access accounted for 48 percent of 15 QCC's switched access expense for 2010 and 2011. Thus, while the majority of traffic 16 is rated as "interstate," the expense to interexchange carriers (IXCs) such as QCC is 17 balanced equally between interstate and intrastate charges because intrastate rates are 18 typically far higher than interstate rates. 19

HOW MUCH OF THE IN MONTHLY SWITCHED ACCESS Q.

COST WAS BILLED BY CLECS? 21

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of this monthly expense has been billed 22 Of this total, and again on average, Α. by CLECs. Of total, approximately (34 percent) was for 23

24 intrastate switched access billed by CLECs.

1 O. **HOW MUCH OF THE** IN MONTHLY SWITCHED ACCESS 2 COST WAS BILLED IN FLORIDA? 3 A. According to my review, per month has been billed by LECs in Florida 4 in 2010 and 2011. Of that total, (or 38 percent) was billed as *intra*state switched access, and per month was billed by CLECs as *intra*state switched 5 access. Thus, on average QCC was billed per year in that period by 6 7 CLECs for intrastate switched access in Florida YOU MENTIONED ABOVE THAT YOUR TESTIMONY FOCUSES 8 Q. 9 PRIMARILY ON ANALYZING THE FINANCIAL IMPACT OF CLEC OFF-PRICE LIST SWITCHED ACCESS AGREEMENTS WITH CERTAIN IXCS. 10 CAN YOU GENERALLY DESCRIBE THOSE AGREEMENTS? 11 Yes. Generally speaking, the agreements relevant to this case provided AT&T, 12 A. 13 Sprint, or MCI Worldcom discounted switched access rates when compared to the respective CLEC's price list and the invoices generated to IXCs other than to AT&T, 14 Sprint, or MCI Worldcom. Oftentimes, the agreements were national in scope, 15 meaning that the CLEC and IXC did not enter into separate agreements for each state. 16 In a couple of cases, the stated (discount) rates were state-specific, but more 17 commonly the CLEC provided the IXC a uniform rate or rate standard across all 18 states. The discounts follow one of three patterns. Many of the agreements contain 19 20 straightforward composite per-minute-of-use rates (i.e., unitary rates that blend together all elements of switched access) for switched access. Other agreements 21 provide that the CLEC will charge the IXC the local ILEC's switched access rates 22 rather than the CLEC's price list rate. CLEC intrastate price list rates typically 23 exceed ILEC rates (unless restricted under a particular state's law). The final (albeit 24

IV. CLEC BY CLEC ANALYSIS³ 1 Broadwing Communications, LLC 2 PLEASE DESCRIBE THE BROADWING COMMUNICATIONS, LLC 3 0. AGREEMENTS AT ISSUE IN THIS CASE? 4 5 OCC's claims against Broadwing in this case stem from Focal Communications Corporation's switched access agreements. They do not stem directly from 6 Broadwing's switched access agreements. It is my understanding that Broadwing 7 acquired Focal (or Focal's assets) many years ago, and that "Focal" has continued to 8 provide QCC switched access in Florida. Focal has separate and distinct off-price list 9 agreements for intrastate switched access with and in the state of Florida. 10 Copies of the agreements are attached to the Direct Testimony of William Easton as 11 12 Exhibits WRE 5A and 5B. WAS OCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-13 Q. PRICE LIST AGREEMENTS? 14 No. OCC was billed at rates higher than those set forth in these agreements. 15 A. WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENTS? 16 Q. I understand the agreement with to have a beginning effective date of 17 Α. The agreement has a and a termination date of 18 beginning effective date of and 19 20 I was only able to obtain invoices data beginning in through 21 relevant timeframe for my current analysis is

³ Please note that, while Access Point, Inc. and Birch Communications, Inc. are still technically respondents in this case, QCC has entered into a settlement with Access Point and is working to finalize a settlement with Birch. On June 1, 2012, QCC filed a notice dismissing its complaint as against Access Point. QCC anticipates filing a notice dismissing its complaint against Birch once the written settlement agreement is final. As a result of these settlements, my testimony does not include a discussion of Access Point's or Birch's agreements, price lists or practices. Should the status of these settlements change as a result of any unforeseen circumstances, OCC reserves the right to supplement its testimony with that information and documentation.

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3	Q.	PLEASE DESCRIBE FOCAL'S BILLING TO QCC DURING THIS PERIOD
4		OF TIME?
5	A.	For invoices dated from through through, Focal billed QCC for
6		for intrastate switched access in Florida. Focal billed a variety of
7		switched access elements to reflect the various unique portions of the network utilized,
8		including:
9		- Carrier Common Line;
10		- End Office Local Switching;
11		- Tandem Switched Transport Termination;
12		- Tandem Switched Transport Facility;
13		-Tandem Switching;
14		- Residual Interconnection Charge; and,
15		- 800 Data Base Query
16		The rates for these elements are found in section 5 of Focal's Florida price list, a copy
17		of which is attached to the Direct Testimony of William Easton as Exhibit WRE 7.
18	Q.	WHAT RATE DID THE FOCAL OFF-PRICE LIST AGREEMENTS
19		CONTAIN?
20	A.	The rate included in the agreement with
21		The rate included in the agreement
22		with
23		Because the
24		agreement terminated in

1 terms from the agreement for the period through and the rates 2 thereafter. 3 WHAT WAS THE FINANCIAL IMPACT TO OCC OF THE FOCAL Q. 4 **AGREEMENTS?** 5 A. By virtue of billing QCC the higher rates, Focal billed 6 QCC than it would have billed the preferred IXCs for the same set of minutes. More 7 specifically, Focal billed more to OCC than it would have billed to 8 for the exact same set of minutes between Focal billed QCC [BEGIN LAWYERS ONLY CONFIDENTIAL] [END LAWYERS 9 ONLY CONFIDENTIAL more than it would have billed for the same set of 10 I found that QCC was charged percent 11 minutes between 12 higher during the agreement time frame and [BEGIN LAWYERS ONLY CONFIDENTIAL] [END LAWYERS ONLY CONFIDENTIAL] percent higher 13 during the agreement time frame. My calculation is summarized at Exhibit DAC-1 14 and DAC-2.4 Exhibit DAC-1 is a month-by-month summary of the overcharge, while 15 16 Exhibit DAC-2 provides a more granular analysis and is divided by category (8XX database query, originating access, terminating access), by month and by type of invoice 17 (electronic or manual). 18 HOW WAS THIS FINANCIAL IMPACT CALCULATED? 19 20 I utilized the agreement for the period of 21 and the agreement for the period of For 68 percent of the minutes and dollars included in my analysis, QCC had received 22 23 the electronic bill detail needed to complete the calculation. Thus, I simply extracted

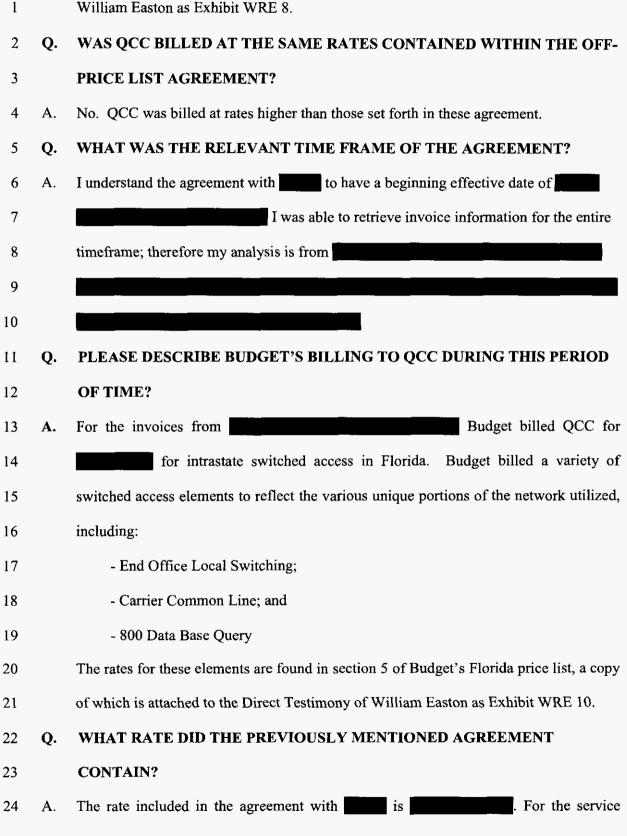
⁴ All of the Exhibits to my testimony, with the exception of Exhibit DAC-17 (which is a document provided by MCI in discovery), were prepared by myself or at my direction.

1		the minutes from the switched access invoices and multiplied the minutes by the
2		contract rate to derive the amount QCC would have been billed had QCC enjoyed the
3		same discount as the preferred IXCs. The financial impact, therefore, was calculated
4		by subtracting the amount QCC would have been billed at the contract rate from the
5		amount it was actually billed.
6		The electronic invoices also provided me with information as to what percentage of
7		Focal's total monthly invoices was comprised of intrastate switched access charges
8		(including intrastate 800 query charges). For the agreement, that percentage was
9		46 percent. For the agreement, that percentage was 43 percent.
0		For the remaining 32 percent of the minutes and dollars included in my analysis, QCC
1		had access only to the total dollars billed on a particular invoice. For this subset of
2		invoices, I applied the percentage of intrastate switched access from the electronic
3		invoices discussed above (i.e., 46 percent for as there were no manual invoices
4		during the agreement timeframe) to the total amount of the manual bills to derive
5		a reasonable estimate of the intrastate switched access charges on those manual
6		invoices. In this instance, I then applied the previously mentioned percent variance
7		calculated from the electronic invoice detail to determine the financial impact of this
8		remaining 32 percent.
9	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
.0	A.	Yes. [BEGIN LAWYERS ONLY CONFIDENTIAL]
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18		[END
19		LAWYERS ONLY CONFIDENTIAL]
20		B. Budget Prepay, Inc.
21	Q.	PLEASE DESCRIBE THE BUDGET PREPAY, INC. (BUDGET) AGREEMENT
22		AT ISSUE IN THIS CASE?
23	Α.	Budget had an off-price list agreement for intrastate switched access with in the
24		state of Florida. A copy of the agreement is attached to the Direct Testimony of
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Docket No. 090538-TP Direct Testimony of Derek Canfield

Filed: June 14, 2012



1		known as 800 database look-up the rate was
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3	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC OF THE BUDGET
4		AGREEMENT?
5	A.	By virtue of billing QCC the higher rates, Budget billed more to QCC than
6		it would have billed to for the exact same set of minutes during the relevant time
7		frame. I found that QCC was charged percent higher than was
8		calculation is summarized at Exhibit DAC-3 and DAC-4. Exhibit DAC-3 is a month-
9		by-month summary of the overcharge, while Exhibit DAC-4 provides a more granular
10		analysis and is divided by category (8XX database query, originating access,
11		terminating access), by month and by type of invoice (electronic or manual).
12	Q.	HOW WAS THIS FINANCIAL IMPACT CALCULATED?
13	A.	For 100 percent of the minutes and dollars, QCC had received the electronic bill detail
14		needed to complete the calculation. Thus, I simply extracted the quantity of minutes
15		and database queries from the switched access invoices and multiplied each by the
16		respective contract rate to derive the amount QCC would have been billed had QCC
17		enjoyed the same discount Budget was providing to the preferred IXC. The financial
18		impact, therefore, was calculated by subtracting the amount QCC would have been
19		billed at the contract rate from the amount it was actually billed.
20	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
21	A.	No.
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23		

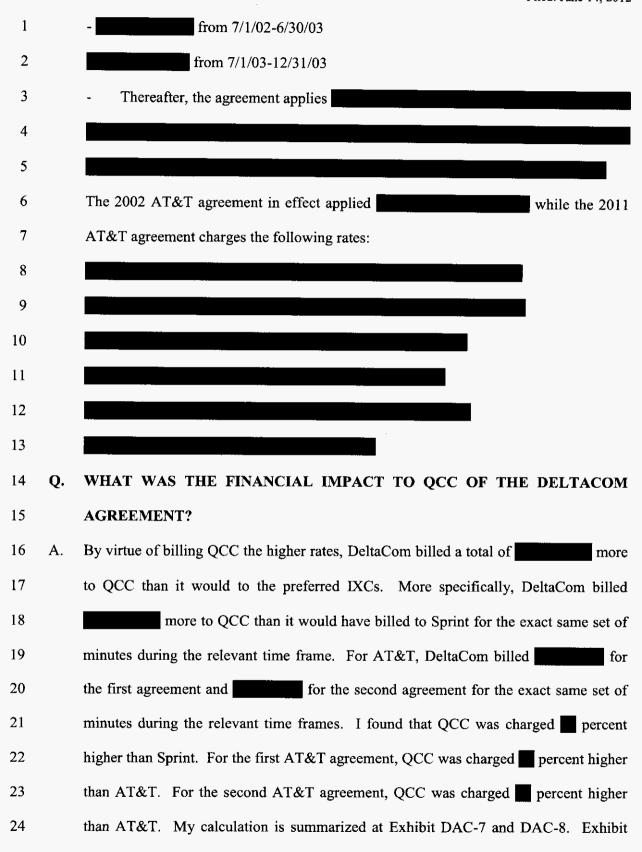
1		C. <u>BullsEye Telecom, Inc.</u>
2	Q.	PLEASE DESCRIBE THE BULLSEYE TELECOM, INC. (BULLSEYE)
3		AGREEMENT AT ISSUE IN THIS CASE?
4	A.	BullsEye has an off-price list agreement for intrastate switched access with AT&T in
5		the state of Florida. A copy of the agreement is attached to the Direct Testimony of
6		William Easton as Exhibit WRE 11.
7	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
8		PRICE LIST AGREEMENT?
9	A.	No. QCC was billed at rates higher than those set forth in the agreement.
10	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENT?
11	A.	I understand the agreement to have a beginning effective date of
12		I was able to retrieve invoice information for
13		invoices beginning Thus, the relevant timeframe for my current
14		analysis is
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17	Q.	PLEASE DESCRIBE BULLSEYE'S BILLING TO QCC DURING THIS
18		PERIOD OF TIME?
19	A.	For the invoices dated from BullsEye billed
20		QCC for intrastate switched access in Florida. BullsEye billed QCC a
21		composite rate for intrastate switched access in Florida. Both originating and
22		terminating switched access were billed \$.0410 per minute. QCC was separately billed
23		\$0.0055 per 800 database query. These rates are found in section 3.9 of BullsEye's
24		Florida price list, a copy of which is attached to the Direct Testimony of William

Easton as Exhibit WRE 13. 1 2 Q. WHAT RATE DID THE PREVIOUSLY MENTIONED OFF-PRICE LIST 3 AGREEMENT CONTAIN? The rate included in the agreement with AT&T is 4 A. 5 6 WHAT WAS THE FINANCIAL IMPACT TO OCC? 0. 7 By virtue of billing the higher rates, BullsEye billed more to QCC than it A. 8 would have billed to AT&T for the exact same set of minutes. I found that OCC was 9 charged percent higher than was AT&T. My calculation is summarized at Exhibit 10 DAC-5 and DAC-6. Exhibit DAC-5 is a month-by-month summary of the overcharge, 11 while Exhibit DAC-6 provides a more granular analysis and is divided by category 12 (8XX database query, originating access, terminating access), by month and by type of 13 invoice (electronic or manual). 14 HOW WAS THIS FINANCIAL IMPACT CALCULATED? Q. 15 For 88 percent of the minutes and dollars included in my analysis, QCC had received A. 16 the electronic bill detail needed to complete the calculation. Thus, I simply extracted the quantity of minutes and database queries from the switched access invoices and 17 18 multiplied each by the respective contract rate to derive the amount QCC would have been billed had OCC enjoyed the same discount as AT&T. The financial impact, 19 20 therefore, was calculated by subtracting the amount QCC would have been billed at the 21 contract rate from the amount it was actually billed. 22 The electronic invoices also provided me with information as to what percentage of 23 BullsEye's total monthly invoices was comprised of intrastate switched access charges 24 (including intrastate 800 query charges). In this instance, that percentage was 85

1		percent.
2		For the remaining 12 percent of the minutes and dollars included in my analysis, QCC
3		had access only to the total dollars billed on a particular invoice. For this subset of
4		invoices, I applied the percentage of intrastate switched access from the electronic
5		invoices discussed above (i.e., 85 percent) to the total amount of the manual bills to
6		derive a reasonable estimate of the intrastate switched access charges on those manual
7		invoices. I then applied the previously mentioned percent variance calculated from
8		the electronic bill detail to determine the financial impact of this remaining 12 percent.
9	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
0	A.	No.
1		D. <u>DeltaCom, Inc.</u>
2	Q.	PLEASE DESCRIBE THE DELTACOM, INC. (DELTACOM) AGREEMENTS
3		AT ISSUE IN THIS CASE?
4	A.	DeltaCom had three off-price list agreements for intrastate switched access in the state
5		of Florida. DeltaCom had 2002 agreements with AT&T and Sprint, and has a 2011
6		agreement with AT&T. Copies of the agreements are attached to the Direct Testimony
7		of William Easton as Exhibits WRE 14A, 14B and 14C.
8	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
9		PRICE LIST AGREEMENTS?
0.	A.	No. QCC was billed at rates higher than those set forth in these agreements.
21	Q.	WHAT WERE THE RELEVANT TIME FRAMES OF THE AGREEMENTS?
22	A.	I understand the agreement with Sprint to have a beginning effective date of March 28,
23		2002 and have a termination date of April 15, 2010. I understand that the 2002 AT&T
24		agreement to have a beginning effective date of September 1, 2002 and a termination

Filed: June 14, 2012

1 date of January 1, 2011. The 2011 AT&T agreement has a beginning effective date of 2 January 1, 2011 and remains in effect. I have invoice data for the entire time frame 3 covered by the agreements and thus, the relevant timeframe for my current analysis is 4 March 2002 through March 2012. Because DeltaCom continues to overcharge QCC, 5 my calculations will need to be updated at a later point that the Commission deems 6 appropriate. 7 Q. PLEASE DESCRIBE DELTACOM'S BILLING TO QCC DURING THIS 8 PERIOD OF TIME? 9 For invoices dated from March 2002 through April 2010 billed QCC for 10 for intrastate switched access in Florida. DeltaCom billed a variety of switched access 11 elements to reflect the various unique portions of the network utilized, including: 12 - End Office Local Switching; 13 - Tandem Switching; 14 - Tandem Switched Transport Termination; 15 - Tandem Switched Transport Facility; 16 - Information Surcharge; and, 17 - 800 Data Base Query 18 The rates for these elements are found in section 3.7 of DeltaCom's Florida price list, a 19 copy of which is attached to the Direct Testimony of William Easton as Exhibit WRE 20 16. WHAT RATES DID DELTACOM'SAT&T AND SPRINT AGREEMENTS 21 Q. 22 **CONTAIN?** 23 DeltaCom's agreement with Sprint defined the effective rate as follows: 24 from 1/1/02-6/30/02



DAC-7 is a month-by-month summary of the overcharge, while Exhibit DAC-8 provides a more granular analysis and is divided by category (8XX database query, originating access, terminating access), by month and by type of invoice (electronic or manual).

Q. HOW WAS THIS FINANCIAL IMPACT CALCULATED?

For 99 percent of the minutes and dollars, QCC had received the electronic bill detail needed to complete the calculation. Thus, I simply extracted the minutes from the switched access invoices and multiplied the minutes by the contract rate to derive the amount QCC would have been billed had QCC enjoyed the same discount DeltaCom was providing to AT&T. The financial impact, therefore, was calculated by subtracting the amount QCC would have been billed at the contract rate from the amount it was actually billed. For the remaining 1 percent of the minutes and dollars included in my analysis, QCC had access only to the total dollars billed on a particular invoice. Because DeltaCom bills multiple states per BAN, I was unable to apply the previous method as it would overstate the portion of dollars attributed to intrastate switched access usage for Florida. I first determined the percentage of the total dollars billed that was attributed to intrastate switched access usage in Florida for the two months before and one month after the manual invoice. I then took the average of this percentage. This average was then applied to the total dollars billed for the manual invoice to determine the estimated intrastate switched access amount for the manual invoice. I then applied the previously mentioned percent variance calculated from electronic bill detail to determine the

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financial impact of this remaining 1 percent.

WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS? Q. A. Yes.

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11		E. Ernest Communications, Inc.
12	Q.	PLEASE DESCRIBE THE ERNEST COMMUNICATIONS, INC. (ERNEST)
13		AGREEMENTS AT ISSUE IN THIS CASE?
14	A.	Ernest has off-price list agreements for intrastate switched access with AT&T in the
15		state of Florida. Copies of the agreements are attached to the Direct Testimony of
16		William Easton as Exhibits WRE 17A and 17B.
17	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
18		PRICE LIST AGREEMENTS?
19	A.	No. QCC was billed at rates higher than those set forth in the agreements.
20	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENTS?
21	A.	I understand
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24		However, I was only able to retrieve invoice information for

1 invoices beginning in Thus, the relevant timeframe for my current 2 analysis is the Because Ernest 3 4 5 Q. PLEASE DESCRIBE ERNEST'S BILLING TO QCC DURING THIS PERIOD 6 OF TIME? 7 For invoices dated from Α. Ernest billed QCC for 8 for intrastate switched access in Florida. Originating switched access 9 minutes of use were billed at a rate of \$0.02 and terminating switched access minutes of 10 use were billed at a rate of \$0.028 per minute. QCC was separately billed \$.000448 or 11 \$0.0055 per 800 database query depending on the relative date of the charges. These 12 rates are found in section 3.9 of Ernest's Florida price list, a copy of which is attached 13 to the Direct Testimony of William Easton as Exhibit WRE 19. 14 Q. WHAT RATE DID THE PREVIOUSLY MENTIONED OFF-PRICE LIST 15 **AGREEMENTS CONTAIN?** 16 Α. The rates included in the were: 17 18 19 20 21 The rates included in the 22 Q. WHAT WAS THE FINANCIAL IMPACT TO QCC? 23 By virtue of billing the higher rates, Ernest billed more to QCC than it Α. 24 would have billed to for the exact same set of minutes. I found that QCC was

charged percent higher than was My calculation is summarized at Exhibit

DAC-9 and DAC-10. Exhibit DAC-9 is a month-by-month summary of the

overcharge, while Exhibit DAC-10 provides a more granular analysis and is divided by

category (8XX database query, originating access, terminating access), by month and

by type of invoice (electronic or manual).

6 Q. HOW WAS THIS FINANCIAL IMPACT CALCULATED?

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For 91 percent of the minutes and dollars, QCC had received the electronic bill detail needed to complete the calculation. Thus, I simply extracted the minutes from the switched access invoices and multiplied the minutes by the contract rate to derive the amount QCC would have been billed had QCC enjoyed the same discount Ernest was providing to the preferred IXC. The financial impact, therefore, was calculated by subtracting the amount QCC would have been billed at the contract rate from the amount it was actually billed. The electronic invoices also provided me with information as to what percentage of Ernest's total monthly invoices was comprised of intrastate switched access charges (including intrastate 800 query charges). In this instance, that percentage was 68 percent For the remaining 9 percent of the minutes and dollars included in my analysis, QCC had access only to the total dollars billed on a particular invoice. For this subset of invoices. I applied the percentage of intrastate switched access from the electronic invoices discussed above (i.e., 68 percent) to the total amount of the manual bills to derive a reasonable estimate of the intrastate switched access charges on those manual invoices. I then applied the previously mentioned percent variance calculated from the electronic invoice detail to determine the financial impact of this remaining 9 percent. REDACTED

WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS? Q. A. Yes.

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3		F. <u>Flatel, Inc.</u>
4	Q.	PLEASE DESCRIBE THE FLATEL, INC. (FLATEL) AGREEMENT AT ISSUE
5		IN THIS CASE?
6	A.	Flatel has an off-price list agreement for intrastate switched access with in the
7		state of Florida. A copy of the agreement is attached to the Direct Testimony of
8		William Easton as Exhibit WRE 20.
9	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
10		PRICE LIST AGREEMENT?
11	A.	No. QCC was billed at rates higher than those set forth in the agreement.
12	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENT?
13	A.	I understand the agreement to have a
14		I was able to retrieve invoice information for
15		invoices beginning in Flatel stopped billing QCC in
16		Thus, the relevant timeframe for my current analysis is the equivalent of
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18	Q.	PLEASE DESCRIBE FLATEL'S BILLING TO QCC DURING THIS PERIOD
19		OF TIME?
20	A.	For the invoices dated from , Flatel billed QCC
21		for intrastate switched access in Florida. Flatel billed a variety of
22		switched access elements to reflect the various unique portions of the network utilized,
23		including:
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1		- Carrier Common Line;
2		- End Office Local Switching; and
3		- 800 Data Base Query
4	Q.	WHAT RATE DID THE PREVIOUSLY MENTIONED OFF-PRICE LIST
5		AGREEMENT CONTAIN?
6	A.	The rates included in the agreement with
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8	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC?
9	A.	By virtue of billing the higher rates, Flatel billed more to QCC than it
10		would have billed to for the exact same set of minutes. I found that QCC was
11		charged percent higher than was . My calculation is summarized at Exhibit
12		DAC-11 and DAC-12. Exhibit DAC-11 is a month-by-month summary of the
13		overcharge, while Exhibit DAC-12 provides a more granular analysis and is divided by
14		category (8XX database query, originating access, terminating access), by month and
15		by type of invoice (electronic or manual).
16	Q.	HOW WAS THIS FINANCIAL IMPACT CALCULATED?
17	A.	For 76 percent of the minutes and dollars included in my analysis, QCC had received
18		the electronic bill detail needed to complete the calculation. Thus, I simply extracted
19		the minutes from the switched access invoices and multiplied the minutes by the
20		contract rate to derive the amount QCC would have been billed had QCC enjoyed the
21		same discount as the preferred IXC. The financial impact, therefore, was calculated by
22		subtracting the amount QCC would have been billed at the contract rate from the
23		amount it was actually billed. The electronic invoices also provided me with
24		information as to what percentage of Flatel's total monthly invoices was comprised of

1	intrastate switched access charges (including intrastate 800 query charges). In this
2	instance, that percentage was 58 percent.
3	For the remaining 24 percent of the minutes and dollars included in my analysis, QCC
4	had access only to the total dollars billed on a particular invoice. For this subset of
5	invoices, I applied the percentage of intrastate switched access from the electronic
6	invoices discussed above (i.e., 58 percent) to the total amount of the manual bills to
7	derive a reasonable estimate of the intrastate switched access charges on those manual
8	invoices. I then applied the previously mentioned percent variance calculated from
9	the electronic invoice detail to determine the financial impact of this remaining 24
10	percent.
11	Q. WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
12	A. Yes.
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Docket No. 090538-TP Direct Testimony of Derek Canfield Filed: June 14, 2012

1 2 3 4 5 6 7 8 9 G. Granite Telecommunications, Inc. 10 Q. PLEASE DESCRIBE THE GRANITE TELECOMMUNICATIONS, INC 11 (GRANITE) AGREEMENTS AT ISSUE IN THIS CASE? 12 Granite has separate and distinct off-price list agreements for intrastate switched access 13 with AT&T and Sprint in the state of Florida. Copies of the agreements are attached to 14 the Direct Testimony of William Easton as Exhibit WRE 23A and 23B. 15 Q. WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-PRICE LIST AGREEMENTS? 16 17 No. QCC was billed at rates higher than those set forth in these agreements. A. 18 Q. WHAT WAS THE RELEVANT TIME FRAME OF THESE AGREEMENTS? 19 I understand the agreement with AT&T to have a beginning effective date of Α. 20 and, according to Granite, I also understand the 21 agreement with Sprint to have a beginning effective date of and to have 22 terminated effective I was able to obtain invoice data beginning in . Thus, the relevant timeframe for my current analysis is 23 24 Because Granite's overcharge of QCC

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2	Q.	PLEASE DESCRIBE GRANITE'S BILLING TO QCC DURING THIS PERIOD
3		OF TIME?
4	A.	For invoices dated from Granite billed QCC for
5		for intrastate switched access in Florida. Granite billed individual
6		composite rates for switched access. Both originating and terminating switched access
7		minutes of use were billed at the same \$0.057 per minute. For the service known as the
8		800 database lookup, Granite billed rates of \$.005 and .0023 depending on the relative
9		timeframe of the charges. The rates for these elements are found in section 5 of
10		Granite's Florida price list, a copy of which is attached to the Direct Testimony of
11		William Easton as Exhibit WRE 25.
12	Q.	WHAT RATE DID THE GRANITE AGREEMENTS CONTAIN?
13	A.	The agreement with AT&T defined the effective rate as
14		The rate included in the agreement with Sprint is
15		Because
16		the rates contained in the AT&T agreement had a greater financial impact on QCC than
17		the Sprint agreements, I will utilize the off-price list rates and terms from the AT&T
18		agreement for the remainder of my analysis and conclusions for Granite.
19	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC OF THE GRANITE
20		AGREEMENT?
21	A.	By virtue of billing QCC the higher rates, Granite billed more to QCC than
22		it would have billed to AT&T for the exact same set of minutes during the relevant time
23		frame. I found that QCC was charged percent higher than was AT&T. My
24		calculation is summarized at Exhibit DAC-13 and DAC-14. Exhibit DAC-13 is a

2 granular analysis and is divided by category (8XX database query, originating access, 3 terminating access), by month and by type of invoice (electronic or manual). 4 O. HOW WAS THIS FINANCIAL IMPACT CALCULATED? 5 A. For 99 percent of the minutes and dollars, QCC had received the electronic bill detail 6 needed to complete the calculation. Thus, I simply extracted the minutes from the 7 switched access invoices and multiplied the minutes by the contract rate to derive the 8 amount QCC would have been billed had QCC enjoyed the same discount Granite was 9 providing to AT&T. The financial impact, therefore, was calculated by subtracting the 10 amount QCC would have been billed at the contract rate from the amount it was 11 actually billed. The electronic invoices also provided me with information as to what 12 percentage of Granite's total monthly invoices was comprised of intrastate switched 13 access charges (including intrastate 800 query charges). In this instance, that percentage 14 was 74 percent. 15 For the remaining 1 percent of the minutes and dollars included in my analysis, QCC 16 had access only to the total dollars billed on a particular invoice. For this subset of 17 invoices, I applied the percentage of intrastate switched access from the electronic 18 invoices discussed above (i.e. 74 percent) to the total amount of the manual bills to 19 derive a reasonable estimate of the intrastate switched access charges on those manual 20 invoices. I then applied the previously mentioned percent variance calculated from 21 the electronic invoice detail to determine the financial impact of this remaining 1 22 percent. 23

month-by-month summary of the overcharge, while Exhibit DAC-14 provides a more

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WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS? Q. A.

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2		H. MCImetro Access Transmission Services, LLC
3	Q.	PLEASE DESCRIBE THE MCIMETRO ACCESS TRANSMISSION
4		SERVICES, LLC (MCI) AGREEMENT AT ISSUE IN THIS CASE?
5	A.	MCI had an off-price list agreement for intrastate switched access with AT&T in the
6		state of Florida. A copy of the agreement is attached to the Direct Testimony of
7		William Easton as Exhibit WRE 26.
8	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE MCI-
9		AT&T OFF-PRICE LIST AGREEMENT?
10	A.	No. QCC was billed at rates higher than those set forth in the agreement.
11	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENT?
12	A.	I understand the agreement to have a beginning effective date of January 27, 2004 and
13		termination date of January 26, 2007. However, I was only able to obtain invoice
14		information beginning with March 2004. Thus, the relevant timeframe for my current
15		analysis is March 2004 through January 2007.
16	Q.	PLEASE DESCRIBE MCI'S BILLING TO QCC DURING THIS PERIOD OF
17		TIME?
18	A.	From January 2004 through January 2007, MCI billed QCC for
19		intrastate switched access in Florida. MCI billed a variety of switched access elements
20		to reflect the various unique portions of the network utilized, including:
21		- Carrier Common Line;
22		- End Office Local Switching;
23		- Tandem Switched Transport;
24		- Tandem Switched Facility;

1		- Directory Assistance Information Surcharge; and,
2		- 800 Data Base Query
3		These rates are found in section 7.4 of MCI's Florida price list, a copy of which is
4		attached to the Direct Testimony of William Easton as Exhibit WRE 28.
5	Q.	WHAT RATE DID THE OFF-PRICE LIST MCI-AT&T AGREEMENT
6		CONTAIN?
7	A.	The rate included in the agreement with AT&T was a
8		
9		
10	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC?
11	A.	The answer depends on how one calculates the overcharge and whether one
12		incorporates the effect of the AT&T (CLEC) agreement with MCI that was entered at
13		the same time.
14		Looking only at the MCI (CLEC) agreement, as the Commission may choose to do,
15		MCI billed more to QCC than it would have billed to AT&T for the
16		exact same set of minutes during the relevant time period. I found that QCC was
17		charged percent higher than was AT&T. My calculation is summarized in Exhibit
18		DAC-15 and DAC-16. Exhibit DAC-15 is a month-by-month summary of the
19		overcharge, while Exhibit DAC-16 provides a more granular analysis and is divided by
20		category (8XX database query, originating access, terminating access), by month and
21		by type of invoice (electronic or manual).
22	Q.	HOW IS THE FINANCIAL IMPACT CALCULATED USING THE
23		AGREEMENT RATE?
24	A.	For essentially all of the minutes and dollars included in my analysis (99 percent of the

minutes and dollars), QCC had received the electronic bill detail needed to complete the calculation. Thus, I simply extracted the minutes from the switched access invoices and multiplied the minutes by the contract rate to derive the amount QCC would have been billed had QCC enjoyed the same discount MCI was providing to AT&T. The financial impact, therefore, was calculated by subtracting the amount QCC would have been billed at the contract rate from the amount it was actually billed. The electronic invoices also provided me with information as to what percentage of MCI's total monthly invoices was comprised of intrastate switched access charges (including intrastate 800 query charges). In this instance, that percentage was 78 percent. For the remaining 1 percent of the minutes and dollars included in my analysis, QCC had access only to the total dollars billed on a particular invoice. For this subset of invoices, I applied the percentage of intrastate switched access from the electronic invoices discussed above (i.e., 78 percent) to the total amount of the manual bills to derive a reasonable estimate of the intrastate switched access charges on those manual invoices. I then applied the previously mentioned percent variance calculated from the electronic invoice detail to determine the financial impact of this remaining 1 percent. Q. WAS THIS THE EXTENT OF YOUR ANALYSIS?

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19 A. No.

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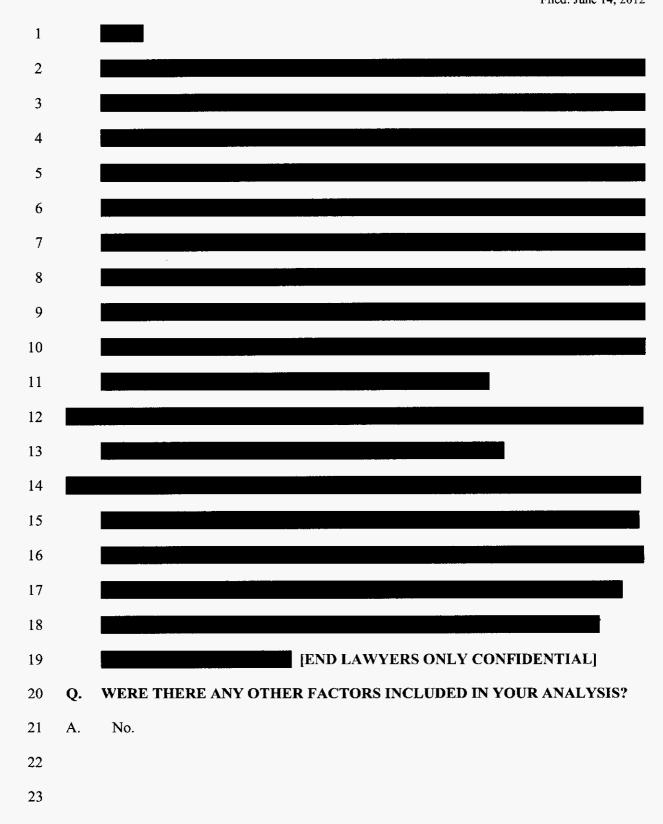
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20 WHAT IS THE BASIS FOR ADDITIONAL ANALYSIS? Q.

Α. In discovery, QCC asked MCI for documents relating to the original negotiation of the 22 dual agreements in 2004 (including external communications between MCI and AT&T 23 and internal MCI analyses regarding the financial impact) and relating to the one year 24 extension (agreed to in 2006) that extended the agreement until January 2007. [BEGIN

1		LAWYERS ONLY CONFIDENTIAL]
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9		[END LAWYERS ONLY CONFIDENTIAL]
10	Q.	WHAT OBSERVATIONS DID YOU MAKE FROM THIS MCI ANALYSIS?
11	A.	[BEGIN LAWYERS ONLY CONFIDENTIAL]
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ı		I. <u>Navigator Telecommunications, LLC</u>
2	Q.	PLEASE DESCRIBE THE NAVIGATOR TELECOMMUNICATIONS, LLC
3		(NAVIGATOR) AGREEMENT AT ISSUE IN THIS CASE?
4	A.	Navigator has an off-price list agreement for intrastate switched access with AT&T in
5		the state of Florida. A copy of the agreement is attached to the Direct Testimony of
6		William Easton as Exhibit WRE 30.
7	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
8		PRICE LIST AGREEMENTS?
9	A.	No. QCC was billed at rates higher than those set forth in these agreements.
0	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENT?
11	A.	I understand the agreement with AT&T to have a beginning effective date of July 1,
12		2001 and to still be in effect as of March 31, 2012. However, I was only able to obtain
13		invoices data beginning in June 2002. Thus, the relevant timeframe for my current
14		analysis is June 2002 through March 2012. Because Navigator continues to overcharge
15		QCC, my calculations will need to be updated at a later point that the Commission
16		deems appropriate.
17	Q.	PLEASE DESCRIBE NAVIGATOR'S BILLING TO QCC DURING THIS
18		PERIOD OF TIME?
9	A.	For invoices dated June 2002 through March 2012, Navigator billed QCC for
20		for intrastate switched access in Florida. Navigator billed a variety of
21		switched access elements to reflect the various unique portions of the network utilized
22		including:
23		- End Office Local Switching;
24		- Carrier Common Line;

Direct Testimony of	Derek Canfield
Filed	l: June 14, 2012

1		- Tandem Switching;
2		- Tandem Switched Transport Termination;
3		- Tandem Switched Transport Facility; and,
4		- 800 Data Base Query
5		The rates for these elements are found in Navigator's Florida price list, a copy of which
6		is attached to the Direct Testimony of William Easton as Exhibit WRE 32.
7	Q.	WHAT RATES DID THE NAVIGATOR OFF PRICE LIST AGREEMENT
8		CONTAIN?
9	A.	Navigator's agreement with AT&T defined the effective rate as
10		
11	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC OF THE AT&T
12		AGREEMENT?
13	A.	By virtue of billing QCC the higher rates, Navigator billed more to QCC
14		than it would have billed to AT&T for the exact same set of minutes during the relevan
15		time frame. I found that QCC was charged percent higher than was AT&T. My
16		calculation is summarized at Exhibits DAC-20 and DAC-21. Exhibit DAC-20 is
17		month-by-month summary of the overcharge, while Exhibit DAC-21 provides a more
18		granular analysis and is divided by category (8XX database query, originating access
19		terminating access), by month and by type of invoice (electronic or manual).
20	Q.	HOW WAS THIS FINANCIAL IMPACT CALCULATED?
21	A.	For 87 percent of the minutes and dollars, QCC had received the electronic bill detail
22		needed to complete the calculation. For an additional 10 percent of the minutes and
23		dollars, QCC received paper invoices that supplemented the electronic detail. Thus, I
24		simply extracted the minutes from the switched access invoices and multiplied the

1		minutes by the contract rate to derive the amount QCC would have been billed had
2		QCC enjoyed the same discount Navigator was providing to AT&T. The financial
3		impact, therefore, was calculated by subtracting the amount QCC would have been
4		billed at the contract rate from the amount it was actually billed. The electronic
5		invoices also provided me with information as to what percentage of Navigator's total
6		monthly invoices was comprised of intrastate switched access charges (including
7		intrastate 800 query charges). In this instance, that percentage was 74 percent.
8		For the remaining 3 percent of the minutes and dollars included in my analysis, QCC
9		had access only to the total dollars billed on a particular invoice. For this subset of
10		invoices, I applied the percentage of intrastate switched access from the electronic
11		invoices discussed above (i.e., 74 percent) to the total amount of the manual bills to
12		derive a reasonable estimate of the intrastate switched access charges on those manual
13		invoices. I then applied the previously mentioned percent variance calculated from
14		the electronic invoice detail to determine the financial impact of this remaining 3
15		percent.
16	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
17	A.	Yes.
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18		I DAETEC Communications Inc
19	0	J. PAETEC Communications, Inc.
	Q.	PLEASE DESCRIBE THE PAETEC COMMUNICATIONS, INC. (PAETEC) AGREEMENTS AT ISSUE IN THIS CASE?
20	٨	
21	A.	PAETEC has separate and distinct off-price list agreements for intrastate switched
22		access with AT&T and Sprint (among other IXCs) in the state of Florida. Copies of the
23		agreements are attached to the Direct Testimony of William Easton as Exhibits WRE
24		33A, 33B, 33C and 33D.

1	Ų.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
2		PRICE LIST AGREEMENTS?
3	A.	No. QCC was billed at rates higher than those set forth in these agreements.
4	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENTS?
5	A.	PAETEC has two agreements with AT&T. I understand the first agreement with
6		AT&T to have a beginning effective date of April 1, 2000 and a termination date of
7		March 31, 2007. The second agreement with AT&T has a beginning effective date of
8		April 30, 2008 and was apparently terminated effective June 20, 2011. PAETEC also
9		has two agreements with Sprint. I understand the first agreement with Sprint to have a
10		beginning effective date of September 5, 2000 and a termination date of February 2004.
11		The second Sprint agreement has a beginning effective date of November 19, 2004 and
12		is still in effect as of March 2012. However, I was only able to obtain invoices data
13		beginning in January 21, 2002. It appears that AT&T began receiving lower rates than
14		QCC starting in January 2006. Thus, the relevant timeframe for my current analysis is
15		January 2006 through June 2011.
16	Q.	PLEASE DESCRIBE PAETEC'S BILLING TO QCC DURING THIS PERIOD
17		OF TIME?
18	A.	For invoices dated from January 2006 through March 2012, PAETEC billed QCC
19		for intrastate switched access in Florida. PAETEC billed a variety of
20		switched access elements to reflect the various unique portions of the network utilized,
21		including:
22		- End Office Local Switching;
23		- Common Trunk Port;
24		- Tandem Switched Transport Termination;

1		- Tandem Swhened Transport Facility, and,
2		- 800 Data Base Query
3		The rates for these elements are found in section 10 of PAETEC's Florida price list, a
4		copy of which is attached to the Direct Testimony of William Easton as Exhibit WRE
5		35.
6	Q.	WHAT RATE DID THE PAETEC-AT&T AGREEMENTS CONTAIN?
7	A.	The initial PAETEC agreement with AT&T called for the ILEC's intrastate price list
8		rates to be used. The second agreement called for AT&T to receive a fixed dollar
9		credit which could vary by year and by the level of monthly purchases of other
0		services. This credit will increase or decrease if AT&T's purchase of switched access
11		increases/decreases by more that 10 percent. In discovery, QCC has sought
12		information as to the precise credits (and, correspondingly, the percentage discount)
13		enjoyed by AT&T. Because QCC has yet to receive that information, I used the ILEC
14		intrastate rates from the initial agreement as a proxy. If and when QCC is provided the
15		requested information, I can update my calculations for the second agreement.
16	Q.	WHAT RATE DID THE PAETEC-SPRINT AGREEMENTS CONTAIN?
17	A.	The first Sprint agreement effective September 2000 [BEGIN LAWYERS ONLY
8		CONFIDENTIAL]
9		
20		[END LAWYERS
21		ONLY CONFIDENTIAL] Because the rates contained in the AT&T agreement had a
22		greater financial impact on QCC than the Sprint agreements, I will utilize the off-price
23		list rates and terms from the AT&T agreement for the remainder of my analysis and

Wireless-originated 8YY calls are calls that originate on a wireless phone and terminate to a toll-free number.

1 2 O. WHAT WAS THE FINANCIAL IMPACT TO OCC OF THE AT&T 3 AGREEMENTS? 4 By virtue of billing QCC the higher rates, PAETEC billed a total of A. more 5 to QCC than it would have billed to AT&T. More specifically, PAETEC billed 6 more to QCC than it would have billed to AT&T for the first agreement and 7 the exact same set of minutes during the relevant time frame. I found that QCC was charged percent higher than was AT&T based on the terms in the first 8 9 agreement. QCC was charged percent higher with the second agreement. calculation is summarized at Exhibit DAC-22 and DAC-23. Exhibit DAC-22 is a 10 month-by-month summary of the overcharge, while Exhibit DAC-23 provides a more 11 12 granular analysis and is divided by category (8XX database query, originating access, terminating access), by month and by type of invoice (electronic or manual). 13 HOW WAS THIS FINANCIAL IMPACT CALCULATED? 14 Q. For 99.8 percent of the minutes and dollars, QCC had received the electronic bill detail 15 Α. 16 needed to complete the calculation. Thus, I simply extracted the minutes from the switched access invoices and multiplied the minutes by the contract rate to derive the 17 18 amount OCC would have been billed had QCC enjoyed the same discount PAETEC was providing to AT&T. The financial impact, therefore, was calculated by subtracting 19 20 the amount QCC would have been billed at the contract rate from the amount it was 21 actually billed. 22 The electronic invoices also provided me with information as to what percentage of 23 PAETEC's total monthly invoices was comprised of intrastate switched access charges (including intrastate 800 query charges). For the first AT&T agreement, that percentage 24

conclusions for PAETEC.

1		was 55 percent. There were no missing invoices for the second AT&T agreement.
2		For the remaining .2 percent of the minutes and dollars included in my analysis, QCC
3		had access only to the total dollars billed on a particular invoice. For this subset of
4		invoices, I applied the percentage of intrastate switched access from the electronic
5		invoices discussed above (i.e., 55 percent) to the total amount of the manual bills to
6		derive a reasonable estimate of the intrastate switched access charges on those manual
7		invoices. I then applied the previously mentioned percent variance calculated from
8		the electronic bill detail to determine the financial impact of this remaining .2 percent.
9	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
10	A.	Yes. This relates to the application of the ILEC intrastate rate. Because PAETEC did
11		not otherwise bill for all individual elements covered under the Bellsouth, Embarq and
12		Verizon intrastate switched access price lists, I created composite rates for each to
13		utilize within my analysis. Specifically, I created a composite end office rate which
14		included End Office Local Switching and Carrier Common Line. The Verizon price
15		list also includes the element of Interconnection Charge, which was also included in the
16		Verizon composite end office rate.
17		I also create a composite transport rate which included the Bellsouth, Embarq and
18		Verizon price list elements of Tandem Switched Transport Facility, Tandem Switched
19		Transport Termination, Common Multiplexing, Common Trunk Port, and Tandem
20		Switching.
21		The transport rate discussed above is only applicable to traffic delivered via the access
22		tandem while other rate elements are applicable to all traffic. For this reason, I
23		calculated the percentage of traffic that was routed via an access tandem and assigned
24		those specific rate elements to only that percentage of traffic. For the first PAETEC-

Ţ		K. <u>Time Warner Telecom of Florida, LLC</u>
2	Q.	PLEASE DESCRIBE THE TIME WARNER TELECOM (TWT) AGREEMENT
3		AT ISSUE IN THIS CASE?
4	A.	TWT has an off-price list agreement for intrastate switched access with AT&T in the
5		state of Florida. A copy of the agreement is attached to the Direct Testimony of
6		William Easton as Exhibit WRE 36.
7	Q.	WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-
8		PRICE LIST AGREEMENT?
9	A.	No. QCC was billed at rates higher than those set forth in these agreements.
10	Q.	WHAT WAS THE RELEVANT TIME FRAME OF THE AGREEMENT?
11	A.	I understand the agreement with AT&T to have a beginning effective date of January 1,
12		2001 and a termination date (with regard to its treatment of intrastate switched access)
13		of October 1, 2008. However, I was only able to obtain invoice data beginning in
14		January 2002. Thus, the relevant timeframe for my analysis on the Time Warner
15		invoices is January 2002 through October 1, 2008.
16	Q.	PLEASE DESCRIBE TWT'S BILLING TO QCC DURING THIS PERIOD OF
17		TIME?
18	A.	For invoices dated from April 2002 through October 2008, TWT billed QCC for
19		for intrastate switched access in Florida. TWT billed a variety of switched
20		access elements to reflect the various unique portions of the network utilized,
21		including:
22		- End Office Local Switching;
23		- Carrier Common Line;
24		- Tandem Switching;

1		- Tandem Switched Transport Termination;
2		- Tandem Switched Transport Facility;
3		- Residual Interconnection Charge; and,
4		- 800 Data Base Query
5		The rates for these elements are found in section 3.6 of TWT's Florida price list, a copy
6		of which is attached to the Direct Testimony of William Easton as Exhibit WRE 38.
7	Q.	WHAT RATE DID THE TWT-AT&T AGREEMENT CONTAIN?
8	A.	TWT's agreement with AT&T
9		
10		Copies of the rate
11		schedules are contained within Exhibit WRE 36 (pages 51-71) to the Direct Testimon
12		of William Easton.
13	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC OF THE TWI
14		AGREEMENT?
15	A.	By virtue of billing QCC the higher rates, TWT billed more to QCC than
16		it would have billed to AT&T for the exact same set of minutes during the relevant time
17		frame. I found that QCC was charged percent higher than was AT&T. My
18		calculation is summarized at Exhibit DAC-25 and DAC-26. Exhibit DAC-25 is a
19		month-by-month summary of the overcharge, while Exhibit DAC-26 provides a more
20		granular analysis and is divided by category (8XX database query, originating access
21		terminating access), by month and by type of invoice (electronic or manual).
21	Q.	terminating access), by month and by type of invoice (electronic or manual). HOW WAS THIS FINANCIAL IMPACT CALCULATED?
	Q. A.	

switched access invoices and multiplied the minutes by the contract rate to derive the
amount QCC would have been billed had QCC enjoyed the same discount TWT was
providing to AT&T. The financial impact, therefore, was calculated by subtracting the
amount QCC would have been billed at the contract rate from the amount it was
actually billed.
For the remaining 5 percent of the minutes and dollars included in my analysis, QCC
had access only to the total dollars billed on a particular invoice. Because TWT bills
multiple states per BAN, I was unable to apply the previous method as it would
overstate the portion of dollars attributed to intrastate switched access usage for Florida
One BAN comprised 98 percent of the charges associated with manual invoices. For
this BAN, I first determined the percentage of the total dollars billed that was attributed
to intrastate switched access usage in Florida for the months before and after the
manual invoice. I then calculated the average of these percentages. This average was
then applied to the total dollars billed for the manual invoice to determine the estimated
intrastate switched access amount for the manual invoice. For the remaining 2 percent
of the manual invoices, an intrastate percentage for Florida was created on a BAN level
and then applied to the total dollars. Once the aforementioned percentages were
applied to the total amount of the manual bills to derive a reasonable estimate of the
intrastate switched access charges on those manual invoices, I then applied the
previously mentioned percent variance calculated from the electronic invoice detail
to determine the financial impact of this remaining 5 percent.
WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
No

Q.

A.

1		Because the rates contained in the AT&T agreements had a greater financial impact on
2		QCC than the Sprint and MCI agreements, I will utilize the off-price list rates and terms
3		from the AT&T agreements for the remainder of my analysis and conclusions for US
4		LEC.
5	Q.	PLEASE DESCRIBE US LEC'S BILLING TO QCC DURING THIS PERIOD
6		OF TIME?
7	A.	For invoices dated from March 2002 through March 2012, US LEC billed QCC
8		for intrastate switched access in Florida. US LEC billed a variety of
9		switched access elements to reflect the various unique portions of the network utilized,
0		including:
11		- End Office Local Switching;
12		-Carrier Common Line;
13		- Common Trunk Port;
14		- Tandem Switching;
15		- Tandem Switched Transport Termination;
16		- Tandem Switched Transport Facility;
17		-Interconnection Charge; and,
18		- 800 Data Base Query
19		The rates for these elements are found in section 3 of US LEC's Florida price list, a
20		copy of which is attached to the Direct Testimony of William Easton as Exhibit WRE
21		41.
22	Q.	WHAT RATE DID THE US LEC-AT&T AGREEMENTS CONTAIN?
23	A.	The initial (1998) US LEC agreement with AT&T called for
24		

1		The rates included in the second agreement with AT&T
2		were:
3		from 3/14/02 through 6/20/02
4		from 6/21/02 through 6/20/03
5		from 6/21/03 through 6/20/04
6		from 6/21/04 through 6/20/05
7		from 6/21/05 – forward
8		
9		The third AT&T agreement called for AT&T to receive a fixed dollar credit which
10		could vary by year and by the level of monthly purchases of other services. This
11		credit will increase or decrease if AT&T's purchase of switched access
12		increases/decreases by more that 10 percent. In discovery, QCC has sought
13		information as to the precise credits (and, correspondingly, the percentage discount)
14		enjoyed by AT&T. Because QCC has yet to receive that information, I
15		as a proxy. If and when QCC is
16		provided the requested information, I can update my calculations for the 2008
17		agreement.
18	Q.	WHAT WAS THE FINANCIAL IMPACT TO QCC OF THE AT&T
19		AGREEMENT?
20	A.	By virtue of billing QCC the higher rates, US LEC billed a total of more
21		to QCC than AT&T would have been billed for the same number of minutes. More
22		specifically, US LEC billed more to QCC than it would have billed to
23		AT&T for the exact same set of minutes during the second agreement time frame. I
24		found that QCC was charged percent higher than was AT&T. US LEC billed

more to QCC than it would have billed to AT&T for the exact same set of

2 minutes during the third agreement time frame. I found that QCC was charged 3 percent higher than was AT&T. My calculation is summarized at Exhibit DAC-27 and DAC-28. Exhibit DAC-27 is a month-by-month summary of the overcharge, while 4 5 Exhibit DAC-28 provides a more granular analysis and is divided by category (8XX) database query, originating access, terminating access), by month and by type of 6 7 invoice (electronic or manual). HOW WAS THIS FINANCIAL IMPACT CALCULATED? 8 Q. 9 For 57 percent of the minutes and dollars, QCC had received the electronic bill detail 10 needed to complete the calculation. Thus, I simply extracted the minutes from the switched access invoices and multiplied the minutes by the contract rate to derive the 11 amount QCC would have been billed had QCC enjoyed the same discount US LEC was 12 providing to AT&T. The financial impact, therefore, was calculated by subtracting the 13 14 amount QCC would have been billed at the contract rate from the amount it was 15 actually billed. The electronic invoices also provided me with information as to what percentage of US 16 LEC's total monthly invoices was comprised of intrastate switched access charges 17 (including intrastate 800 query charges). For the second AT&T agreement, that 18 19 percentage was 65 percent. For the third AT&T agreement, that percentage was 45 20 percent. For the remaining 43 percent of the minutes and dollars included in my analysis, QCC 21 22 had access only to the total dollars billed on a particular invoice. For this subset of 23 invoices, I applied the percentage of intrastate switched access from the electronic 24 invoices discussed above (i.e., 65 percent and the 45 percent) to the total amount of the

1

1		manual bills to derive a reasonable estimate of the intrastate switched access charges or
2		those manual invoices. I then applied the previously mentioned percent for the time
3		period associated with the second agreement and percent for the time period
4		associated with the third agreement variance calculated from the electronic invoice
5		detail to determine the financial impact of this remaining 43 percent.
6	Q.	I UNDERSTAND QCC ENTERED INTO A SETTLEMENT AGREEMENT
7		WITH US LEC IN 2006. WAS THIS TAKEN INTO CONSIDERATION IN
8		YOUR CALCULATIONS?
9	A.	Yes. For the time period covered by the settlement, which was the beginning of my
10		analysis through June 2006, [BEGIN LAWYERS ONLY CONFIDENTIAL]
11		
12		
13		
14		
15		
16		[END LAWYERS
17		ONLY CONFIDENTIAL]
18	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
19	A.	Yes.
20		
21		
22		
23		
24		

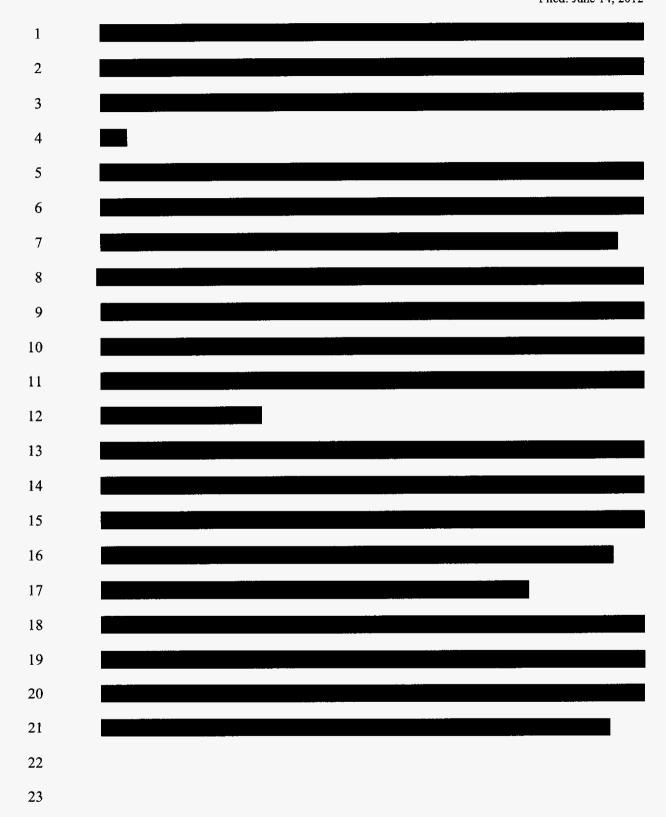
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20		M. Windstream NuVox, Inc.
21	Q.	PLEASE DESCRIBE THE WINDSTREAM NUVOX, INC. (WINDSTREAM
22		NUVOX) AGREEMENT AT ISSUE IN THIS CASE?
23	Α.	Windstream NuVox has separate and distinct off-price list agreements for intrastate
24		switched access with AT&T, Sprint and MCI in the state of Florida. Copies of the

1 agreements are attached to the Direct Testimony of William Easton as Exhibits WRE 2 42A, 42B, 42C, 42D and 42E. WAS QCC BILLED AT THE SAME RATES CONTAINED WITHIN THE OFF-3 Q. 4 PRICE LIST AGREEMENT? 5 A. No. QCC was billed at rates higher than those set forth in the agreement. 6 0. WHAT WERE THE RELEVANT TIME FRAMES OF THE AGREEMENTS? 7 A. I understand the initial agreement with AT&T to have a beginning effective date of November 1, 2001 and was superseded by the New South-AT&T agreement effective 8 9 February 1, 2005. The second agreement with AT&T has an effective date of June 10 2010 and still remains in effect. I understand the agreement with Sprint to have a 11 beginning effective date of August 26, 2002 and remains in effect. I understand the 12 agreement with MCI to have a beginning effective date of January 1, 2006 and still 13 remain in effect. I was able to obtain invoice data beginning in January 2002. Thus, 14 the relevant timeframe for my analysis is January 2002 through March 2012. Because 15 Windstream NuVox continues to overcharge QCC, my calculations will need to be 16 updated at a later point that the Commission deems appropriate. PLEASE DESCRIBE WINDSTREAM NUVOX'S BILLING TO QCC DURING 17 Q. 18 THIS PERIOD OF TIME? 19 A. From January 2002 through March 2012, Windstream NuVox billed QCC for 20 for intrastate switched access in Florida. Windstream NuVox billed a variety of switched access elements to reflect the various unique portions of the 21 22 network utilized, including: 23 - End Office Local Switching; 24 -Carrier Common Line; REDACTED

1		- Tandem Switched Transport Termination;
2		- Tandem Switched Transport Facility;
3		- Interconnection Charge; and,
4		- 800 Data Base Query
5		These rates are found in section 5 of Windstream NuVox's Florida price list, a copy of
6		which is attached to the Direct Testimony of William Easton as Exhibit WRE 44.
7	Q.	WHAT RATE DID THE PREVIOUSLY MENTIONED OFF-PRICE LIST
8		AGREEMENT CONTAIN?
9	A.	The rates included in the initial agreement with AT&T
10		
11		Under the New South-
12		AT&T agreement (as amended prior to taking effect for NuVox traffic), AT&T was
13		charged
14		The second AT&T agreement has a rate of The rates
15		included in the Sprint agreement were
16		The rates included in the MCI Worldcom
17		agreement were as follows:
18		from 1/06 through 2/10
19		from 2/10 – forward
20		Because of the timeframes of the agreements, I applied the agreements as follows:
21		• Rates from the initial (2001) NuVox-AT&T agreement are applied to invoices
22		from November 2001 through January 2005;
23		• Rates from the New South-AT&T agreement (as amended) are applied to

invoices from February 2005 through May 2010; and 1 2 Rates from the second (2010) AT&T agreement are applied to invoices from 3 June 2010 through March 2012 WHAT WAS THE FINANCIAL IMPACT TO QCC? 4 O. By virtue of billing the higher rates, Windstream NuVox billed more to 5 Α. 6 OCC than it would have billed to AT&T for the same set of minutes. more to QCC than it would have 7 specifically, Windstream NuVox billed 8 billed to AT&T for the exact same set of minutes under the initial agreement with NuVox. I found that QCC was charged percent higher than was AT&T. 9 Windstream NuVox billed more to QCC than it would have billed to 10 AT&T for the exact same set of minutes under the New South agreement. I found that 11 OCC was charged percent higher than was AT&T. Windstream NuVox billed 12 13 more to QCC than it would have billed to AT&T for the exact same set of minutes under the second AT&T agreement. I found that QCC was charged percent 14 higher than was AT&T. My calculation is summarized at Exhibit DAC-29 and DAC-15 30. Exhibit DAC-29 is a month-by-month summary of the overcharge, while Exhibit 16 DAC-30 provides a more granular analysis and is divided by category (8XX database 17 query, originating access, terminating access), by month and by type of invoice 18 19 (electronic or manual). HOW WAS THIS FINANCIAL IMPACT CALCULATED? 20 Q. 21 For 40 percent of the minutes and dollars included in my analysis, QCC had received 22 the electronic bill detail needed to complete the calculation For an additional 4 percent of the minutes and dollars, QCC received paper invoices that supplemented the 23

1		electronic detail. Thus, I simply extracted the minutes from the switched access
2		invoices and multiplied the minutes by the contract rate to derive the amount QCC
3		would have been billed had QCC enjoyed the same discount as AT&T. The financial
4		impact, therefore, was calculated by subtracting the amount QCC would have been
5		billed at the contract rate from the amount it was actually billed.
6		The electronic invoices also provided me with information as to what percentage of
7		Windstream NuVox's total monthly invoices was comprised of intrastate switched
8		access charges (including intrastate 800 query charges). For the first (2001) NuVox -
9		AT&T agreement, that percentage is 53 percent. For the NewSouth - AT&T
10		agreement, this percentage is 78 percent. For the second (2010) NuVox - AT&T
11		agreement this percentage is 81 percent.
12		For the remaining 56 percent of the minutes and dollars included in my analysis, QCC
13		had access only to the total dollars billed on a particular invoice. For this subset of
14		invoices, I applied the percentage of intrastate switched access from each agreement
15		time frame to the electronic invoices discussed above to the total amount of the manual
16		bills to derive a reasonable estimate of the intrastate switched access charges on those
17		manual invoices. I then applied the previously mentioned variance calculated from the
18		electronic invoice detail for each agreement to determine the financial impact of this
19		remaining 56 percent.
20	Q.	WERE THERE ANY OTHER FACTORS INCLUDED IN YOUR ANALYSIS?
21	A.	Yes.
22		
23		
24		



V. FINANCIAL SUMMARY

1 Q. PLEASE SUMMARIZE YOUR ANALYSIS OF THE CLECS IN THIS

2 **COMPLAINT.**

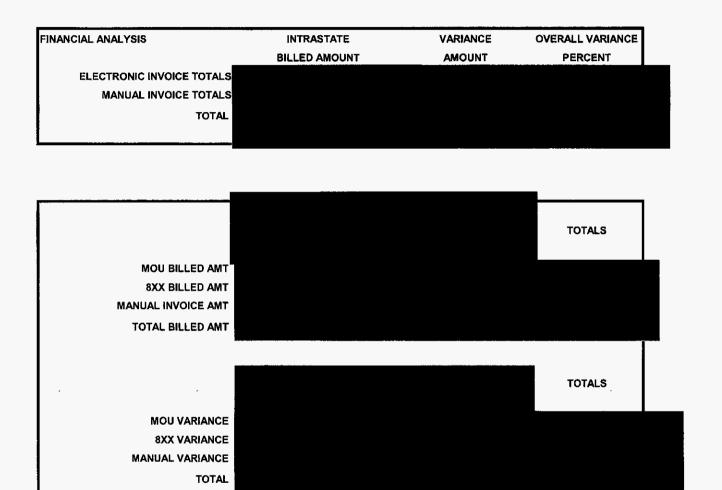
9

A. The analysis presented above quite simply applied the discounts provided by the respondent CLECs to their preferred IXC customers to the switched minutes of use billed by the respective CLEC to QCC in the state of Florida. The variance between the amounts billed to QCC and the amounts calculated in the analysis reflects the amount QCC was overcharged during the time analyzed. As I mentioned above, these calculations will need to be updated and brought current at a later stage of the case.

The table below summarizes this analysis.

10	CLEC	FROM	THROUGH	BILLED	OVERCHARGE				
11	[BEGIN LAWYERS ONLY CONFIDENTIAL]								
12	BROADWING/FOCAL								
12	[END LAWYERS ONLY CONFIDENTIAL]								
13	BUDGET								
14	BULLSEYE			"					
15	DELTACOM	4/1/2004	3/31/2012*						
15	ERNEST								
16	FLATEL								
17	GRANITE								
	MCI	1/27/2004	1/26/2007						
18	NAVIGATOR	6/21/2002	3/31/2012*						
19	PAETEC	1/26/2002	6/20/2011						
20	TIME WARNER	1/1/2001	1/1/2008						
20	US LEC	3/14/2002	6/30/2011						
21	WINDSTREAM NUVOX	1/1/2002	3/31/2012*						
22	TOTAL								

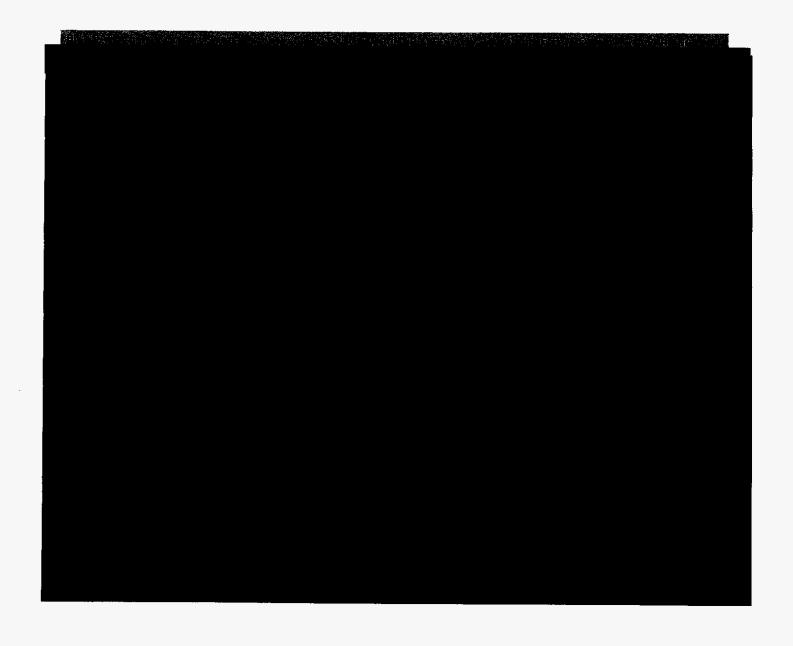
^{(*} indicates that the calculations need to be updated to reflect later time periods.)

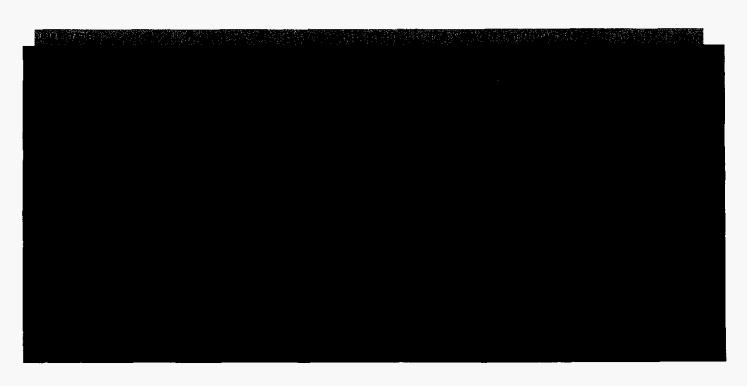












ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) The percentage variance applied to the manual invoices is from the time period
- 4) Variance percentages were calculated and applied for the period.
- 5) 100.00% of the minutes are tandem routed.
- 6) The average transport mileage for tandem routed traffic was 1 miles.
- 7)
- ′
- 9) Excluded wireless-originated toll free traffic.
- 10) Variance percentages were calculated and applied for the company period

FINANCIAL ANALYSIS INTRASTATE VARIANCE OVERALL VARIANCE
BILLED AMOUNT AMOUNT PERCENT

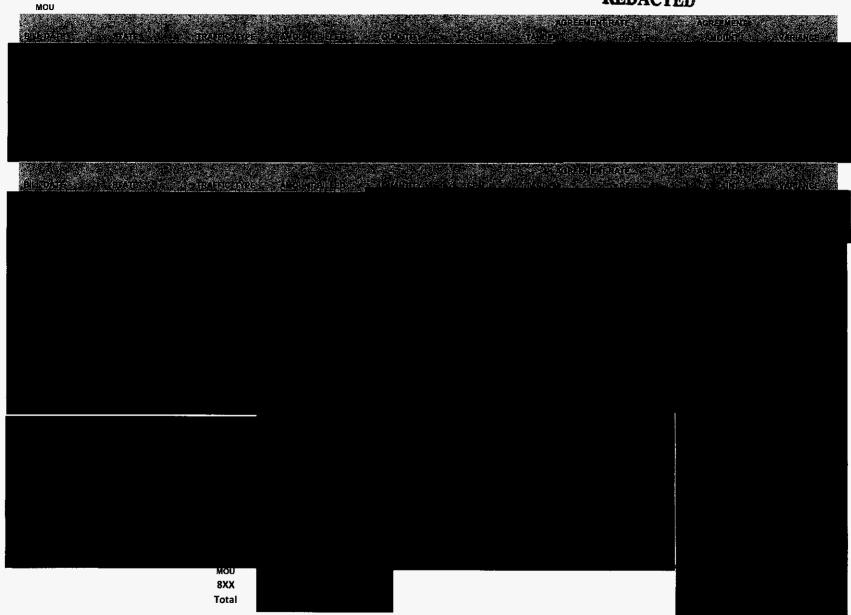
ELECTRONIC INVOICE TOTALS

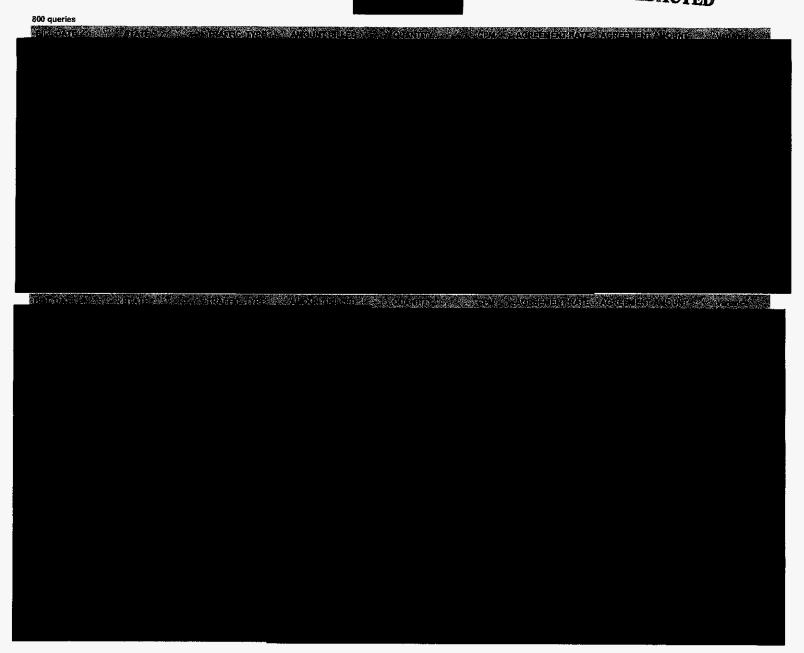
MANUAL INVOICE TOTALS

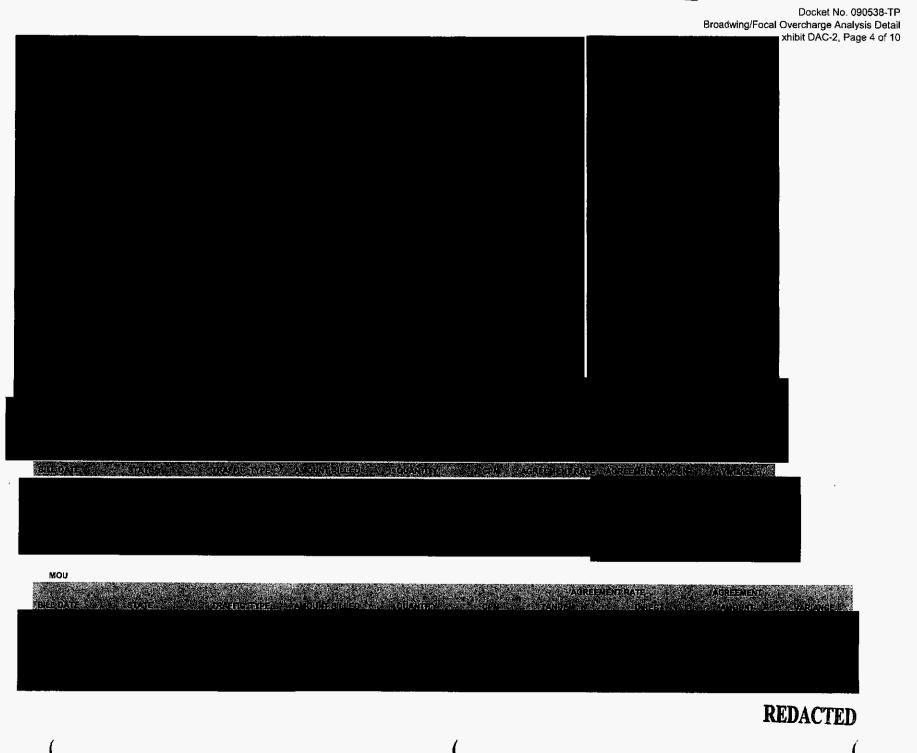
TOTAL

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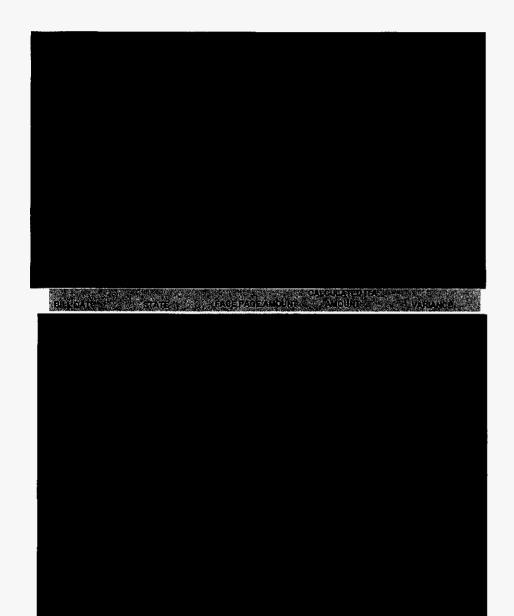
Docket No. 090538-TP
Broadwing/Focal Overcharge Analysis Detail
Exhibit DAC-2 Page 5 of 10

AGREEMENT RATE AGREEMENT
BILLDATE STATE TRAFFIC TYPE AMOUNT BILLED QUARTITY CAN TANDEM DIRECT MOUNT VARIANCE REDACTED

Docket No. 090538-TP



Manual





Docket No. 090538-TP Broadwing/Focal Overcharge Analysis Detail Exhibit DAC-2, Page 10 of 10

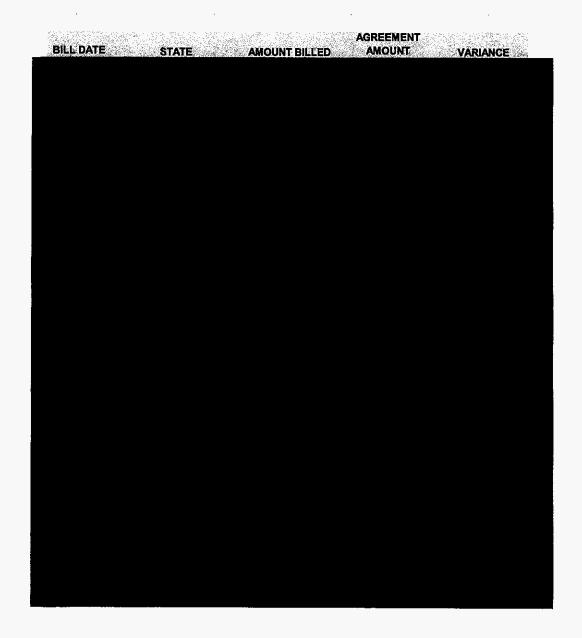
ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual involces as for electronic involces.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) The percentage variance applied to the manual invoices is from the time period
- 4) Variance percentages were calculated and applied for each
- 5) of the minutes are tandem routed.
- 6) The average transport miteage for tandem routed traffic was 1 miles.
- 7) 100.00% of the traffic originates or terminates in Bellsouth territory.
- 8) Applied the property of the
- 9) Excluded wireless-originated toll free traffic.
- 10) Variance percentages were calculated and applied for each agreement period.

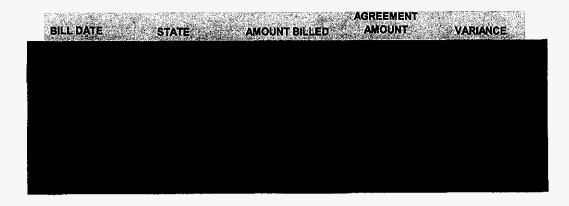
Docket No. 090538-TP Budget Overcharge Analysis Summary Exhibit DAC-3, Page 1 of 3

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
_	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTAL			

BILL DATE STATE AMOUNT BILLED	AGREEMENT VARIANCE
	3 2 1 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1



Docket No. 090538-TP Budget Overcharge Analysis Summary Exhibit DAC-3, Page 3 of 3



ASSUMPTIONS

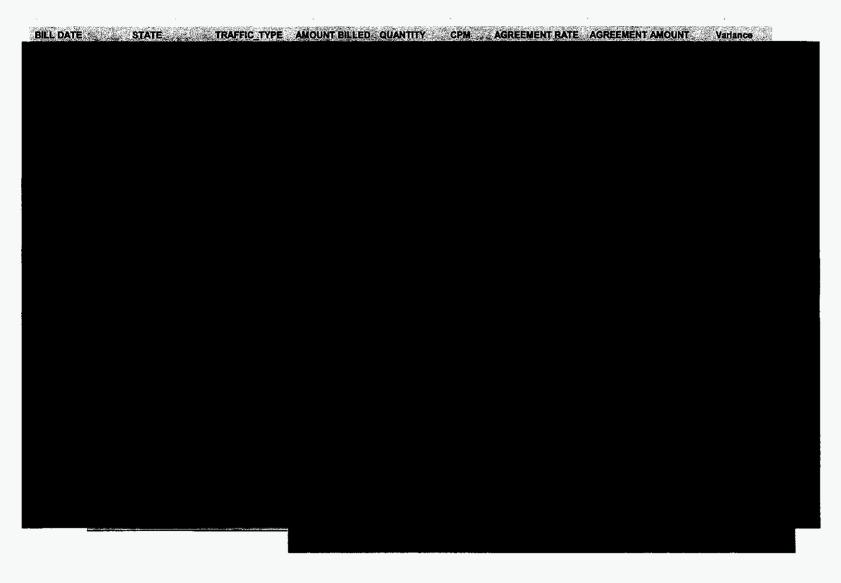
1) Applied the Budget - rates.

Docket No. 090538-TP Budget Overcharge Analysis Detail Exhibit DAC-4, Page 1 of 6

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTAL			

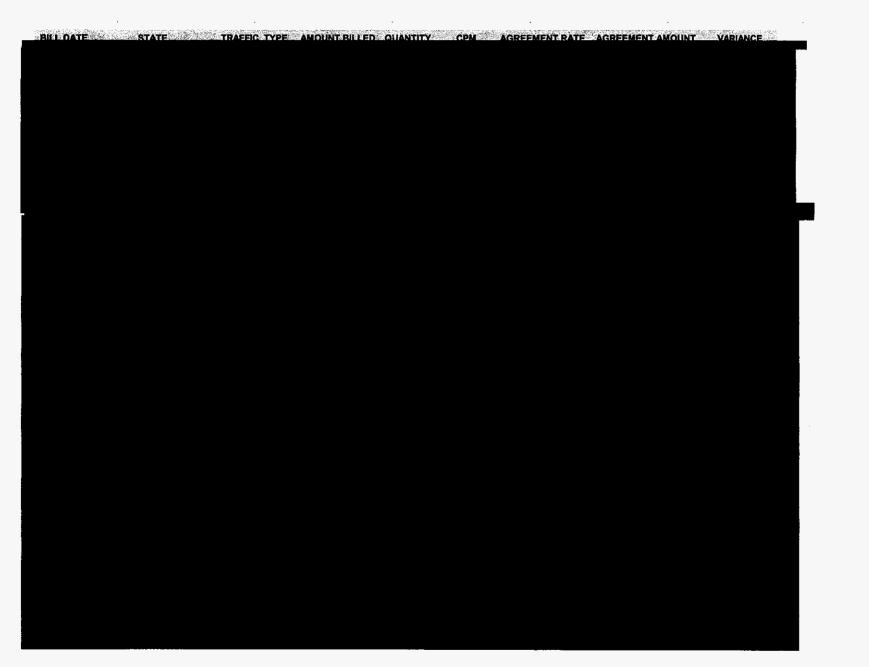
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BILL DATE	STATE	TRAFFIC_TYPE AMOUN	IT BILLED "QUANTITY	CPM AGREEMENT R	ATE AGREEMENT AMOUNT	Variance,

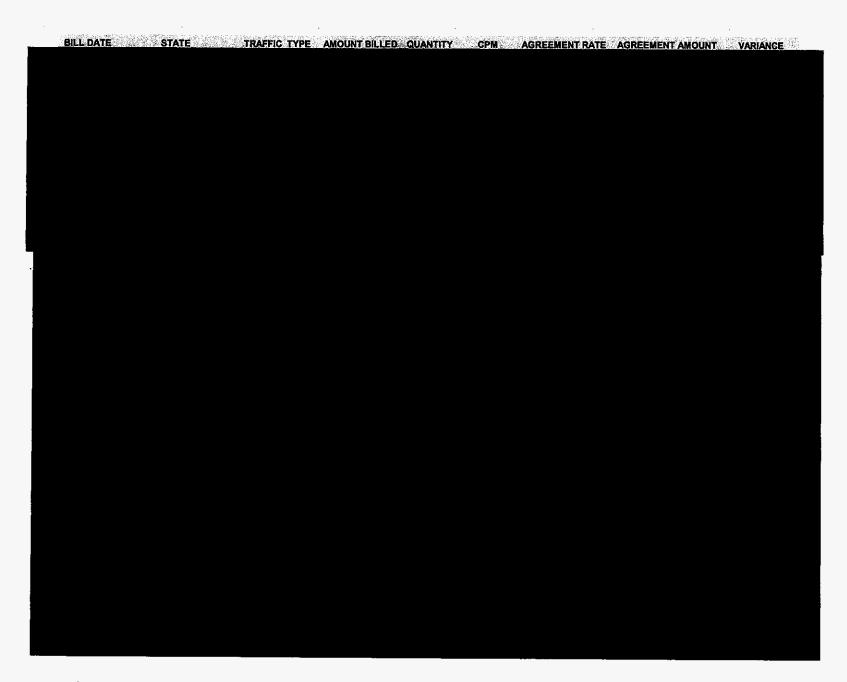
Docket No. 090538-TP Budget Overcharge Analysis Detail Exhibit DAC-4, Page 2 of 6

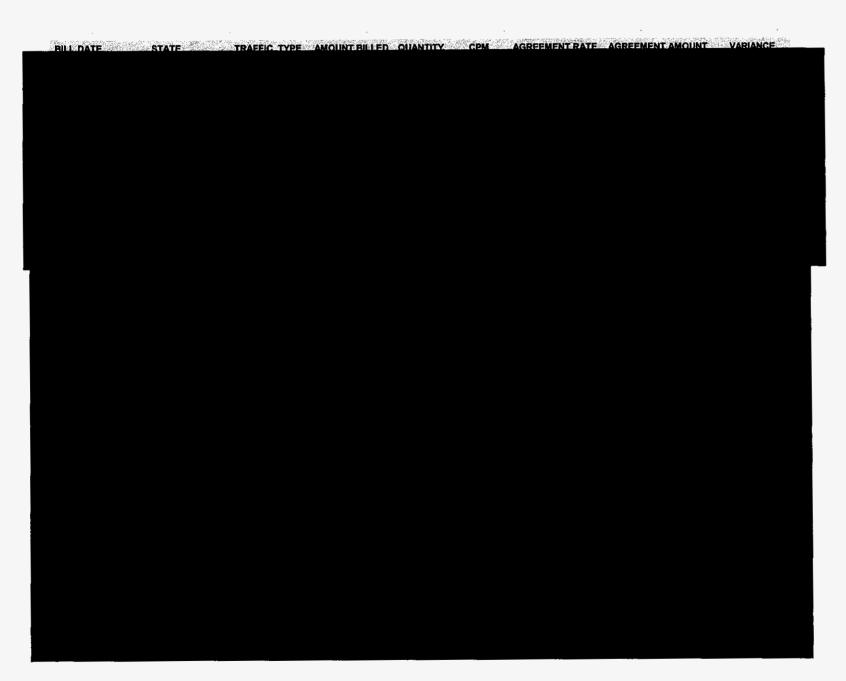


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BILL DATE STATE TRAFFIC_TYPE AMOUNT BILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE







Docket No. 090538-TP Budget Overcharge Analysis Detail Exhibit DAC-4, Page 6 of 6

BILL DATE STATE	TRAFFIC_TYPE	AMOUNT BILLED QUANTITY: CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE
	8xx	
	Totals	
ASSUMPTIONS		
1) Applied the Budget	rates.	

Docket No. 090538-TP BullsEye Overcharge Analysis Summary Exhibit DAC-5, Page 1 of 3

FINANCIAL ANALYSIS

INTRASTATE VARIANCE VARIANCE

BILLED AMOUNT AMOUNT PERCENT

ELECTRONIC INVOICE TOTALS \$

MANUAL INVOICE TOTALS \$

TOTAL \$

BILLDATE	STATE	AMOUNT BILLED	AGREEMENT AMOUNT	VARIANCE
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17-7-8-0 (4-2-2-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-	
BILLIDATE STATE	AGREEMENT AMOUNT BILLED AMOUNT VARIANCE
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BILL DATE STATE	AGREEMENT VARIANCE
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ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Applied the BullsEye AT&T agreement rates.

FINANCIAL ANALYSIS

INTRASTATE

BILLED AMOUNT

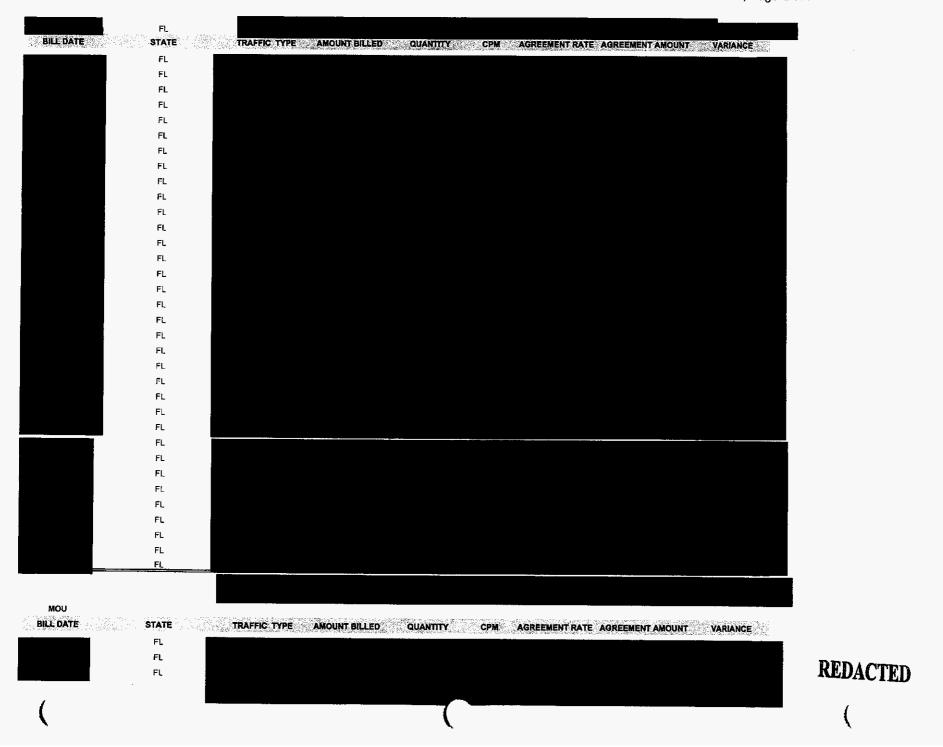
ELECTRONIC INVOICE TOTALS \$

MANUAL INVOICE TOTALS \$

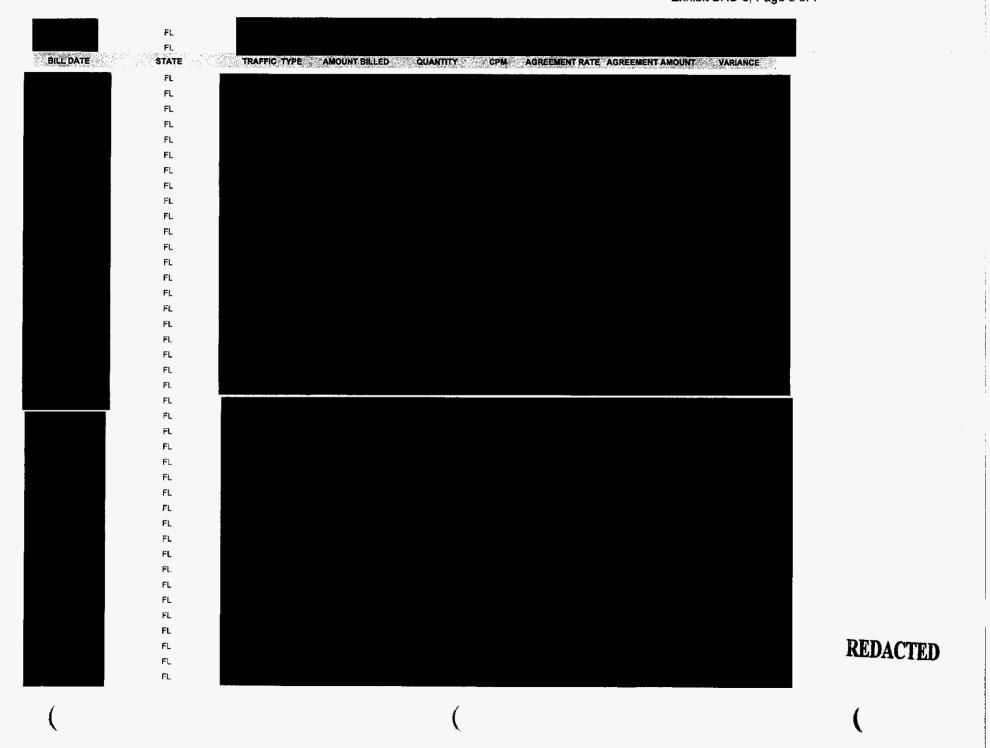
TOTAL \$

800 queries		
BILL DATE	STATE	TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT. VARIANCE
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Docket No. 090538-TP BullsEye Overcharge Analysis Detail Exhibit DAC-6, Page 2 of 7



Docket No. 090538-TP BullsEye Overcharge Analysis Detail Exhibit DAC-6, Page 3 of 7

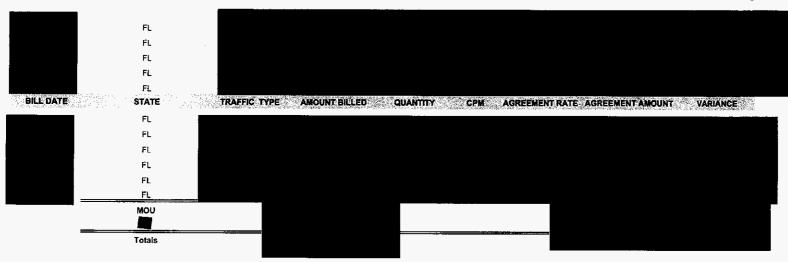


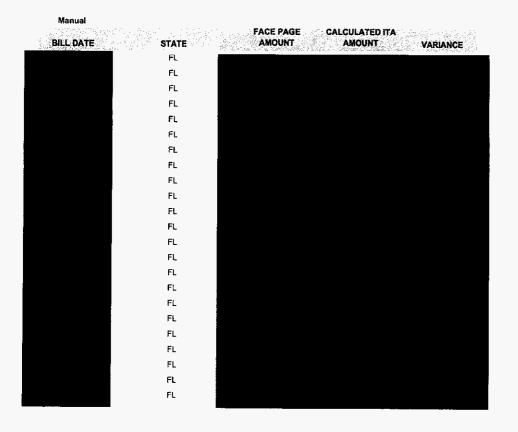
Docket No. 090538-TP BullsEye Overcharge Analysis Detail Exhibit DAC-6, Page 4 of 7

	FL		
	FL FL		
BILL DATE	STATE FL	TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE	
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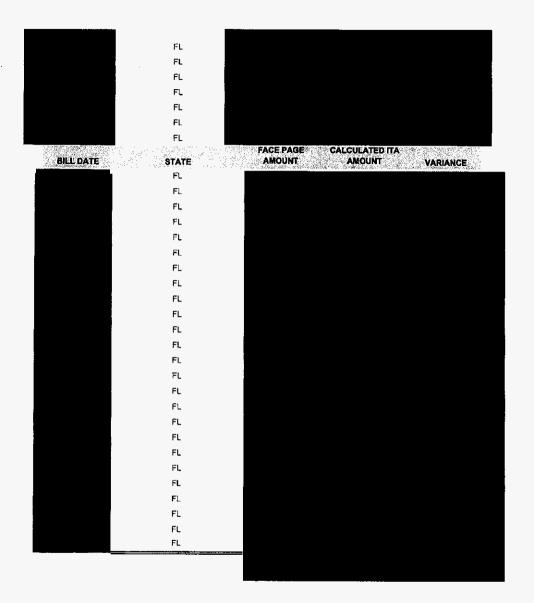
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BILLDATE	STATE	TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT. VARIANCE
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Docket No. 090538-TP BullsEye Overcharge Analysis Detail Exhibit DAC-6, Page 6 of 7





Docket No. 090538-TP BullsEye Overcharge Analysis Detail Exhibit DAC-6, Page 7 of 7



ASSUMPTIONS

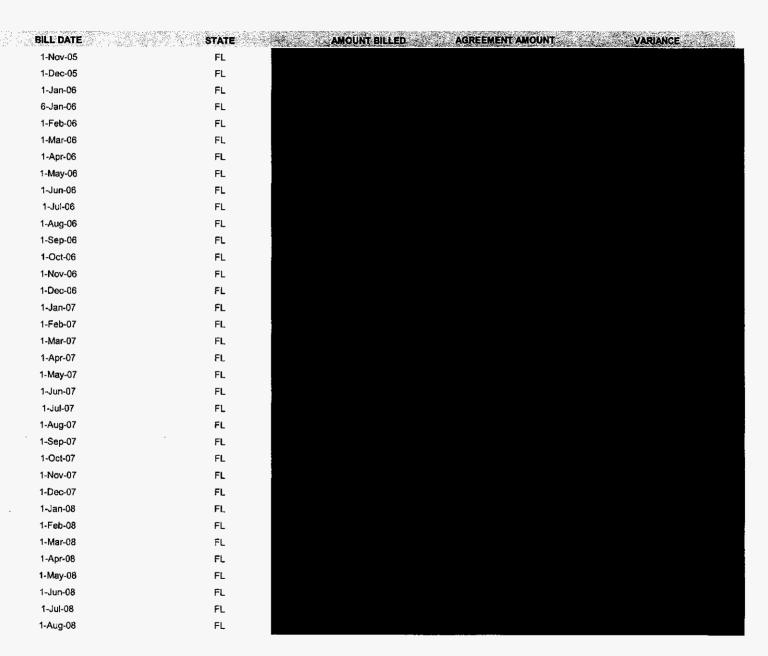
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Applied the BullsEye AT&T agreement rates.

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	OVERALL VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTAL			
74.7-			
<u> </u>			
	 -		

April 2002 - April 2010	May 2010 - December 2010	January 2011 - May 2012	
Sprint Agreement April 2002 - April 2010	AT&T 2002 Agreement May 2010 - December 2010	AT&T 2011 Agreement	TOTALS
	•	· · · · · · · · · · · · · · · · · · ·	•

	STATE	AMOUNT BILLED AGREEMENT AMOUNT VARIANCE
1-Apr-02	₽L	
1-May-02	FL	
1-Jun-02	FL	
1-Jul-02	FL	
1-Aug-02	FL	
1-Sep-02	FL	
1-Oct-02	FL	
1-Nov-02	FL	
1-Dec-02	FL	

BILL DATE	STATE	AMOUNT RILLED AGREEMENT AMOUNT VARIANCE
1-Jan-03	FL	
1-Feb-03	FL	
1-Mar-03	FL	
1-Apr-03	FL	
2-Apr-03	FL	
1-May-03	FL	
1-Jun-03	FL	
1-Jul-03	FL	
1-Aug-03	FL	
1-Sep-03	FL	
1-Oct-03	FL	
1-Nov-03	FL	
1-Dec-03	FL	
1-Jan-04	FL	
1-Feb-04	FL	
1-Mar-04	FL.	
1-Apr-04	FL	
1-May-04	FL	
1-Jun-04	FL	
1-Jul-04	FL	
1-Aug-04	FL	
1-Sep-04	FL	
1-Oct-04	FL	
1-Nov-04	FL '	
1-Dec-04	FL	
1-Jan-05	FL	
1-Feb-05	FL	
1-Mar-05	FL	
1-Apr-05	FL	
1-May-05	FL	
1-Jun-05	FL	
1-Jul-05	FL	
1-Aug-05	FL	
1-Sep-05	FL	
1-Oct-05	FL.	



BILL DATE	STATE	AMOUNT BILLED AGREEMENT AMOUNT	VARIANCE
1-Sep-08	FL		
1-Oct-08	FL		
1-Nov-08	FL		
1-Dec-08	FL		
1-Jan-09	FL		
1-Feb-09	FL		
1-Mar-09	۶L		
1-Apr-09	FL		
1-May-09	FL		
1-Jun-09	FL		
1-Jul-09	FL		
1-Aug-09	FL		
1-Sep-09	FL		
1-Oct-09	FL		
1-Nov-09	FL		
1-Dec-09	FL		
1-Jan-10	FL		
1-Feb-10	FL		
1-Mar-10	FL		
1-Apr-10	FL		
1-May-10	FL		
1-Jun-10	FL		
1-Jul-10	FL		
1-Aug-10	FL ⁻		
1-Sep-10	FL		
1-Oct-10	FL		
1-Nov-10	FL		
1-Dec-10	FL		
1-Jan-11	FL,		
1-Feb-11	FL		
1-Mar-11	FL		
1-Apr-11	FL		
1-May-11	FL		
1-Jun-11	FL		
1-Jul-11	FL		

BILL DATE	STATE	AMOUNT BILLED AGREEMENT AMOUNT VARIANCE
1-Aug-11	FL	
1-Sep-11	FL	
1-Oct-11	FL	
1-Nov-11	FL	
1-Dec-11	FL	
1-Jan-12	FL	
1-Feb-12	FL	
1-Mar-12	FL	

ASSUMPTIONS

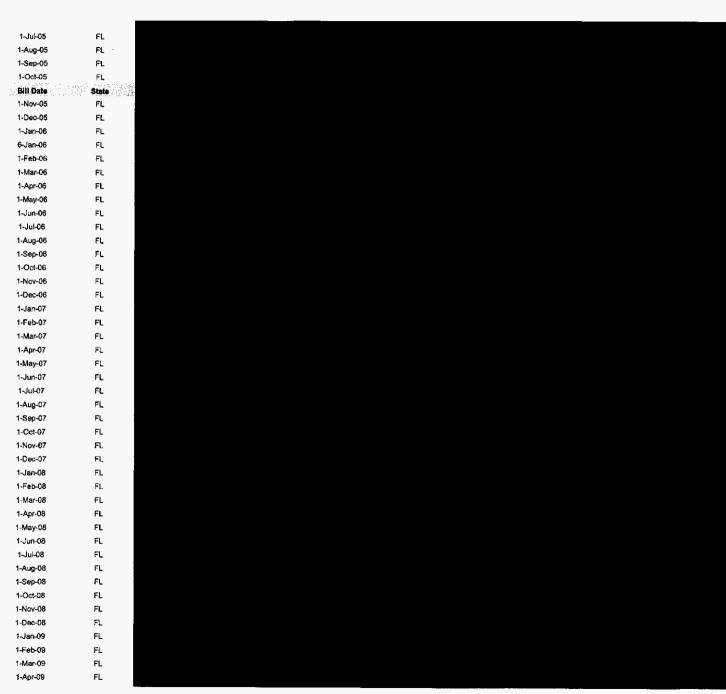
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Variance percentages were calculated and applied for each agreement period.
- 4) Applied DeltaCom-Sprint agreement rates from March 2002 April 2010.
 For the Bellsouth rates, 88.39% of the minutes are tandem routed and the average transport mileage for tandem routed traffic was 16 miles.
 For the Embarq rates, 9.62% of the minutes are tandem routed and the average transport mileage for tandem routed traffic was 17 miles.
- 5) Applied the 1st DeltaCom-AT&T agreement rates from May 2010 through December 2010. 90.29% of the minutes are tandem routed.
 - The average transport mileage for the tandem routed traffic was 20 miles
- 6) Applied the 2nd DeltaCom-AT&T agreement rates from January 2011 current. The average transport mielage for the tandem routed traffic was 16 miles.
- 7) DeltaCom bills multiple states per BAN; for each BAN a FL intrastate percentage was created by looking at the month before & month after.

 That percentage is then aplied to the Face Page amount to derive an intrastate amount.

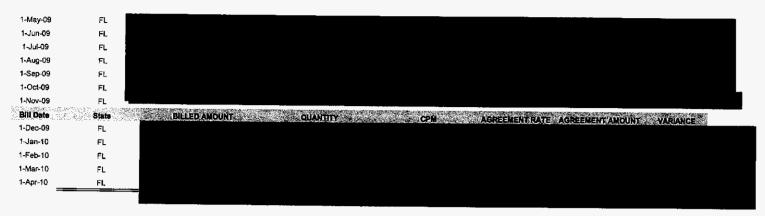
FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	OVERALL VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTAL			
MANUAL INVOICE TOTAL			
TOTAL			

SPRINT AGREEMENT

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Bill Date		BILLED AMOUNT QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT
I-Apr-02	FL.	
1-May-02	FL	
1-Jun-02	FL .	
1-Jul-02	FL	
1-Aug-02	FL	
1-Sep-02	FL	
1-Oct-02	FL .	
1-Nov-02	FL	
1-Dec-02	FL	
1-Jan-03	FL FL	
1-Apr-03		
1-May-03 1-Jun-03	FL FL	
1-Jul-03	FL FL	
	FL FL	
1-Aug-03 1-Sep-03	FL	
1-Sep-03 1-Oct-03	FL	
1-001-03 1-Nov-03	FL	
1-Nov-03 1-Dec-03	FL FL	
1-Jan-04	FL :	
1-Feb-04	FL	
1-Mar-04	FL	
1-Apr-04	FL	
1-May-04	FL.	
1-Jun-04	FL	
1-Jul-04	FL	
1-Aug-04	FL	
1-Sep-04	FL	
1-Oct-04	FL	
1-Nov-04	FL	
1-Dec-04	FL	
1-Jan-05	FL	
1-Feb-05	FL	
1-Mar-05	FL	
1-Apr-05	FL	
1-May-05	FL	
1-Jun-05	FL	



Docket No. 090538-TP DeltaCom Overcharge Analysis Detail Exhibit DAC-8, Page 3 of 11



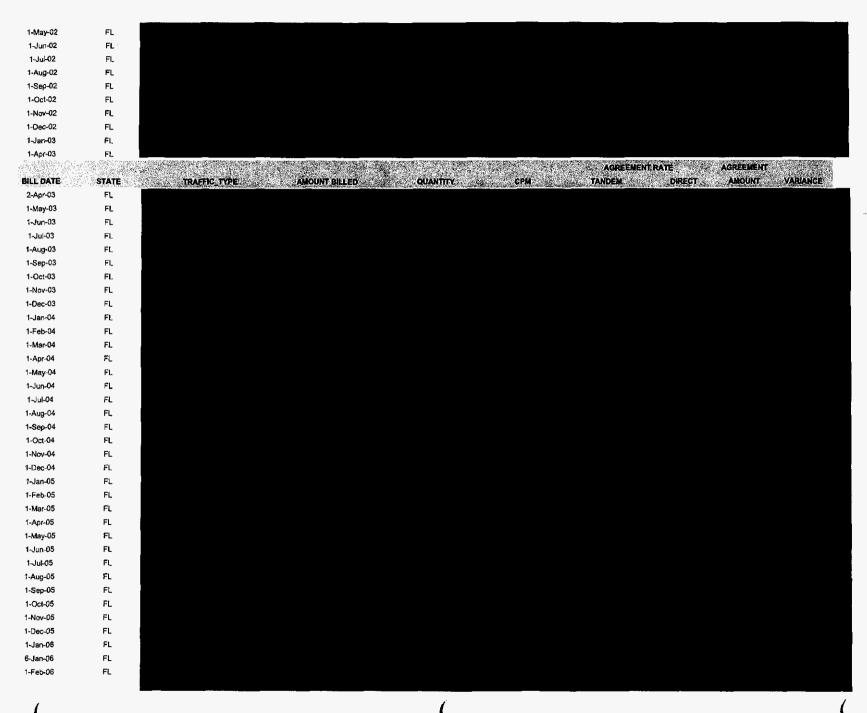
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Biff Date	State	BILLED AMOUNT QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE
1-Jun-06	FL	
1-Jul-06	FL	
-Aug-06	FL	
1-Sep-06	FL	
1-Oct-06	FL	
I-Nov-06	FL	
1-Dec-06	FL	
I-Jan-07	FL	
I-Feb-07	FL,	
1-Jul-07	FL	
-Feb-09	FL	
-Mar-09	FL	
-Apr-09	FL	
-May-09	FL .	
-Jun-09	FL	
l-Jul-09	FL	
-Aug-09	FL	
-Sep-09	FL	
-Oct-09	FL	
Nov-09	FL	
Dec-09	FL	
Jan-10	FL	
Feb-10	FL	
Mar-10	FL	
-Apr-10	FL	

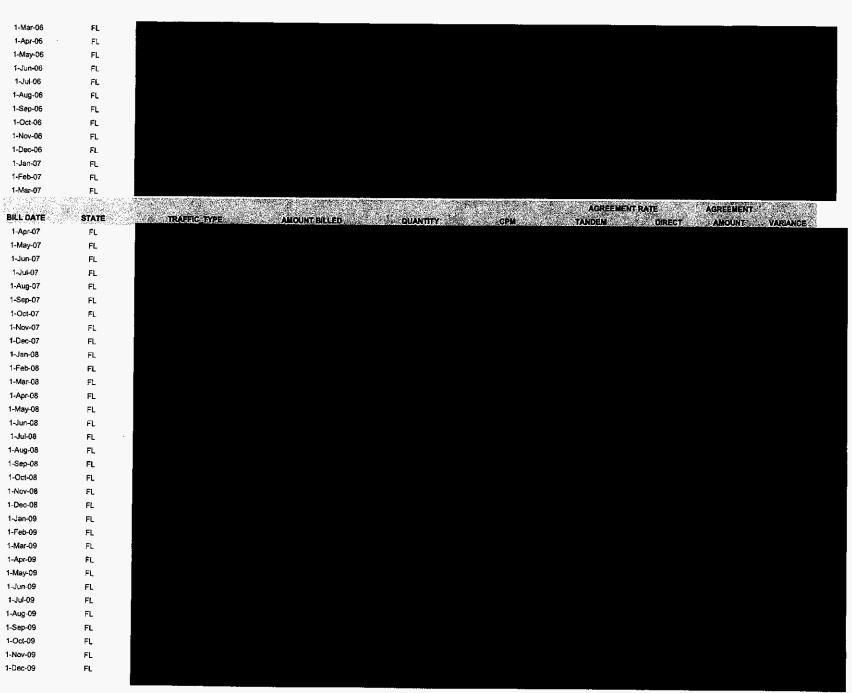
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MOU - Bellsouth

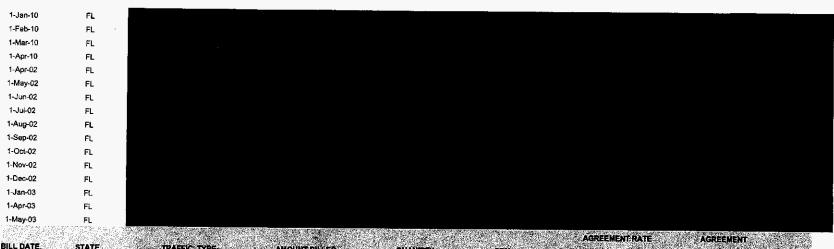
BILL DATE	STATE	AGREEMENT RATE: AGREEMENT TRAFFIC: TYPE AMOUNT BILLED QUANTITY CPM TANDEN DIRECT AMOUNT VARIANCE
1-Apr-02	F۱	
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Docket No. 090538-TP DeltaCom Overcharge Analysis Detail Exhibit DAC-8, Page 5 of 11

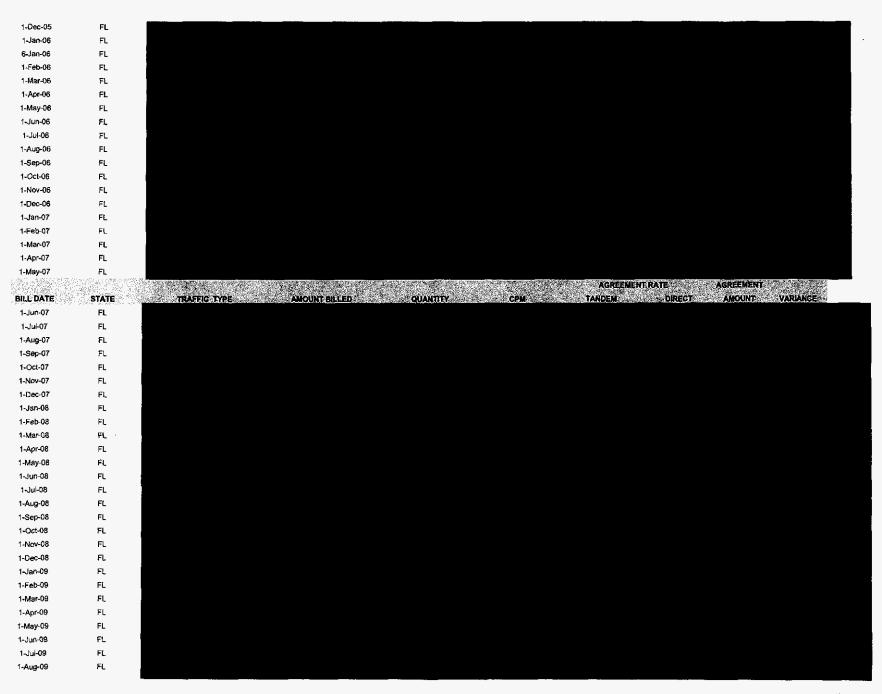


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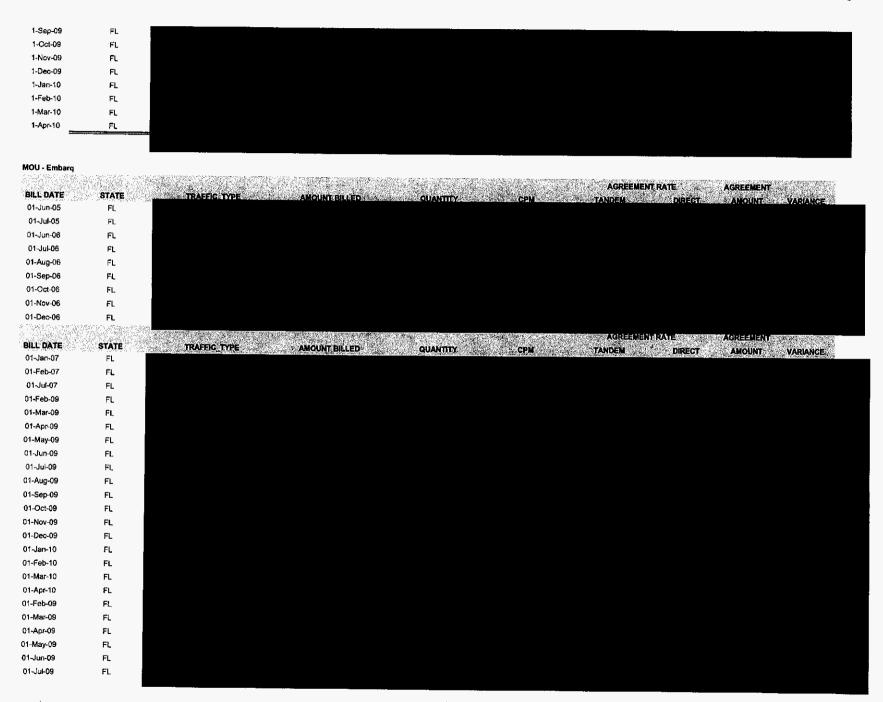
		AGREEMENT: PATE AGREEMENT
BILL DATE	STATE	TRAFFIC TYPE: AMOUNT BILLED QUANTITY CPM: TANDEM DIRECT AMOUNT VARIANCE
1-Jun-03	FL	
1-Jul-03	FL	
1-Aug-03	FL	
1-Sep-03	FL.	
1-Oct-03	FL	
1-Nov-03	FL	
1-Dec-03	FL.	
1-Jan-04	FL	
1-Feb-04	FL	
1-Mar-04	FL.	
1-Apr-04	FL	
1-May-04	FL	
1-Jun-04	FL	
1-Jul-04	FL	
1-Aug-04	FL	
1-Sep-04	FL	
1-Oct-04	FL	
1-Nov-04	FL	
1-Dec-04	FL	
1-Jan-05	FL	
1-Feb-05	FL	
1-Mar-05	FL	
1-Apr-05	FL	
1-May-05	FL	
1-Jun-05	FL	
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1-Oct-05	FL	
1-Nov-05	FL	
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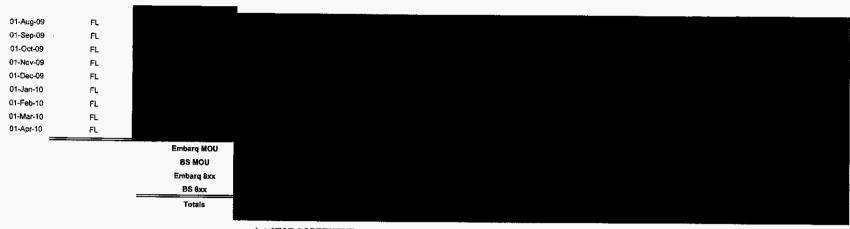


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Docket No. 090538-TP DeltaCom Overcharge Analysis Detail Exhibit DAC-8, Page 8 of 11



Docket No. 090538-TP DeltaCom Overcharge Analysis Detail Exhibit DAC-8, Page 9 of 11



1st AT&T AGREEMENT

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Bill Date	State	BILLED AMOUNT QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE
01-May-10	FL	
01-Jun-10	FL	
01-Jul-10	FL	
01-Aug-10	FL	
01-Sep-10	FL	
01-Oct-10	FL	
01-Nov-10	FL	
Bill Date	State	
01-Dec-10	FL	
-		

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		AGREEMENT RATE AGREEMENT
LL DATE	STATE	TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM TANDEM DIRECT AMOUNT VARIANCE
1-May-10	FL	
I-Jun-10	FŁ	
1-Jul-10	FL	
-Aug-10	FL	
1-Sep-10	FL	
-Oct-10	FL	
-Nov-10	FL	
-Dec-10	FL	
-May-10	FL	
-Jun-10	FL	
-Jul-10	FL	
-Aug-10	FL	
-Sep-10	FL	
-Oct-10	FL	
-Nov-10	FL	

Docket No. 090538-TP DeltaCom Overcharge Analysis Detail Exhibit DAC-8, Page 10 of 11

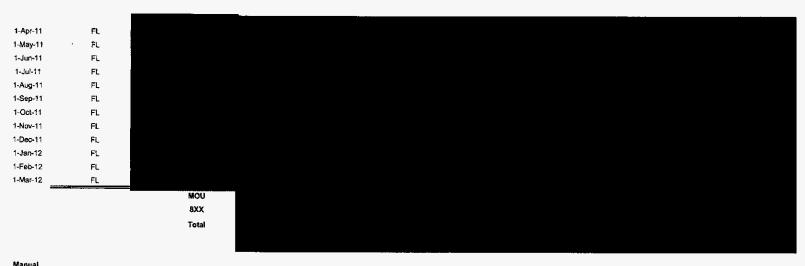


2ND AT&T AGREEMENT

Bill Date	State Bil	LED AMOUNT QUA	N7ПХ : СРМ	AGREEMENT RATE AG	REEMENT AMOUNT VARIANCE
01-Jan-11	State State		GF.	AGRICIAENT RATE AG	REEMEN AMOUNT VARIANCE
01-Feb-11	FL				
01-Mar-11	FL				
01-Apr-11	FL				
11-May-11	FL				
01-Jun-11	FL				
01-Jul-11	FL				
01-Aug-11	FL				
01-Sep-11	FL				
01-Oct-11	FL				
01-Nov-11	FL				
01-Dec-11	FL				
01-Jan-12	FL				
01-Feb-12	FL				
01-Mar-12	FL				

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			YRSWRYPY S WEDZAGOWS			A ADTOLOGICA	
ILL DATE	STATE	TRAFFIG_TYPE	AMOUNT BILLED	QUANTITY	Section CPM	AGREEMENT RATE	AGREEMENT VARIANCE
-Jan-11	FL					——————————————————————————————————————	
			5 5 1 1 1 1 1 1 1			AGREEMENT	AGREEMENT
LL DATE	STĂTE	TRAFFIG_TYPE	AMOUNT BELLED	QUANTITY	CPM	RATE	AMOUNT VARIANCE
1-Feb-11	FL						
I-Mar-11	FL						
1-Apr-11	FL						
-May-11	FL						
1-Jun-11	FL						
1-Jul-11	FL						
-Aug-11 -Sep-11	FL FL						
I-Oct-11	FL.						
I-Nov-11	FL						
-Dec-11	FL						
1-Jan-12	FL						
-Feb-12	FL						
-Mar-12	FL						
-Jan-11	FL						
-Feb-11	FL						
1-Mar-11	FL						



Manuai			
BILL DATE	STATE	FACE PAGE AMOUNT CALCULATED ITA AMOUNT	VARIANCE
01-Feb-03	FL		
01-Mar-03	FL		
01-Feb-03	FL		
01-Mar-03	FL		
01-Aug-04	FL		

ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Variance percentages were calculated and applied for each agreement period.
- 4) Applied DeltaCom-Sprint agreement rates from March 2002 April 2010,

For the Bellsouth rates, 88.39% of the minutes are tandem routed and the average transport mileage for tandem routed traffic was 16 miles.

For the Embarg rates, 9.62% of the minutes are tandem routed and the average transport mileage for tandem routed traffic was 17 miles.

- 5) Applied the 1st DeltaCom-AT&T agreement rates from May 2010 through December 2010.
- 90.29% of the minutes are tandem routed ,
- The average transport mileage for the tandem routed traffic was 20 miles
- 6) Applied the 2nd DeltaCom-AT&T agreement rates from January 2011 current,
 - The average transport mielage for the tandem routed traffic was 16 miles.
- 7) DeltaCom bills multiple states per BAN; for each BAN a FL intrastate percentage was created by looking at the month before & month after. That percentage is then aplied to the Face Page amount to derive an intrastate amount.

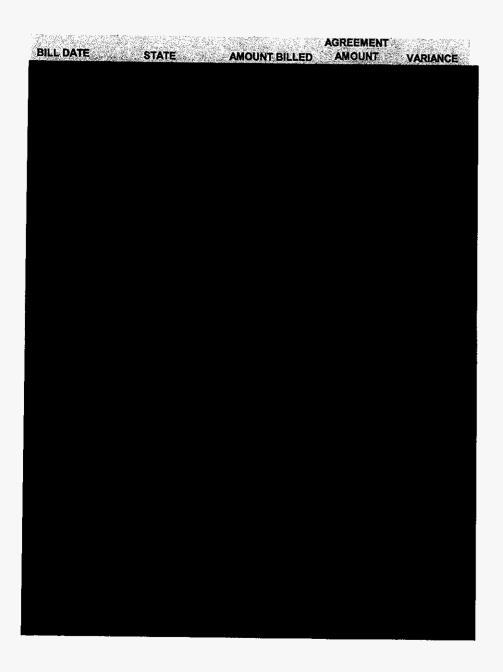
FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			"
MANUAL INVOICE TOTALS			
TOTAL			

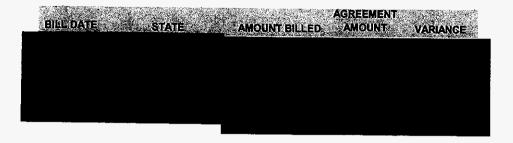
BILL DATE	AGREEMENT AMOUNT BILLED AMOUNT VARIANCE	
		ſ

Docket No. 090538-TP Ernest Overcharge Analysis Summary Exhibit DAC-9, Page 2 of 5

AGREEMENT BILL DATE STATE AMOUNT BILLED AMOUNT VARIANCE

BILL DATE	STATE	AMOUNT BILLED	AGREEMENT AMOUNT V	ARIANCE
				:
				2
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ASSUMPTIONS

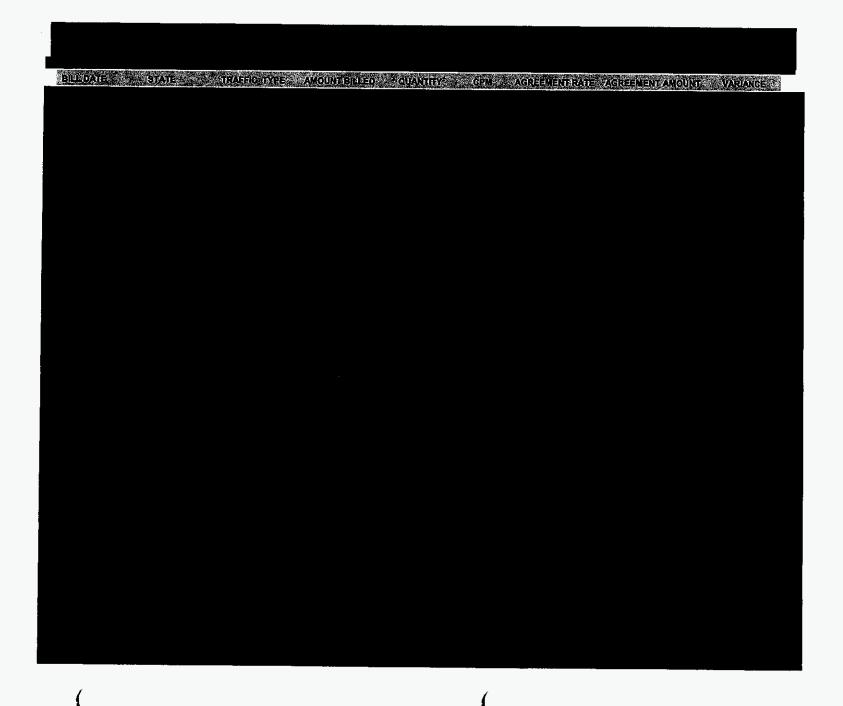
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 6.99% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 9 miles.
- 5)
- 6) Applied the Ernest agreement rates.

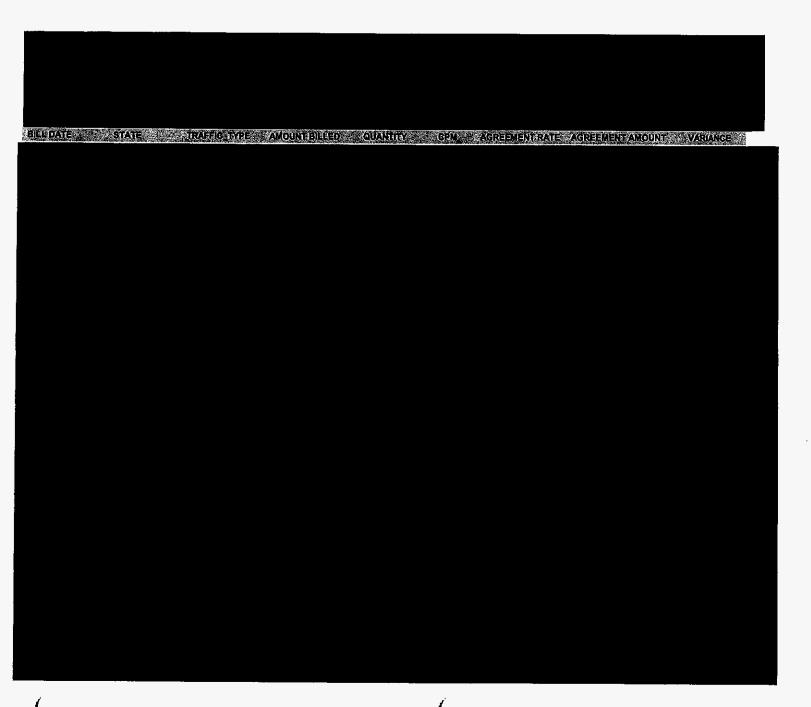
Docket No. 090538-TP Ernest Overcharge Analysis Detail Exhibit DAC-10, Page 1 of 10

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FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE	
	BILLED AMOUNT	AMOUNT	PERCENT	
ELECTRONIC INVOICE TOTALS				
MANUAL INVOICE TOTALS				
TOTAL				

800 queries BILL DATE STATE TRAFFIC TYPE AMOUNT RILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE

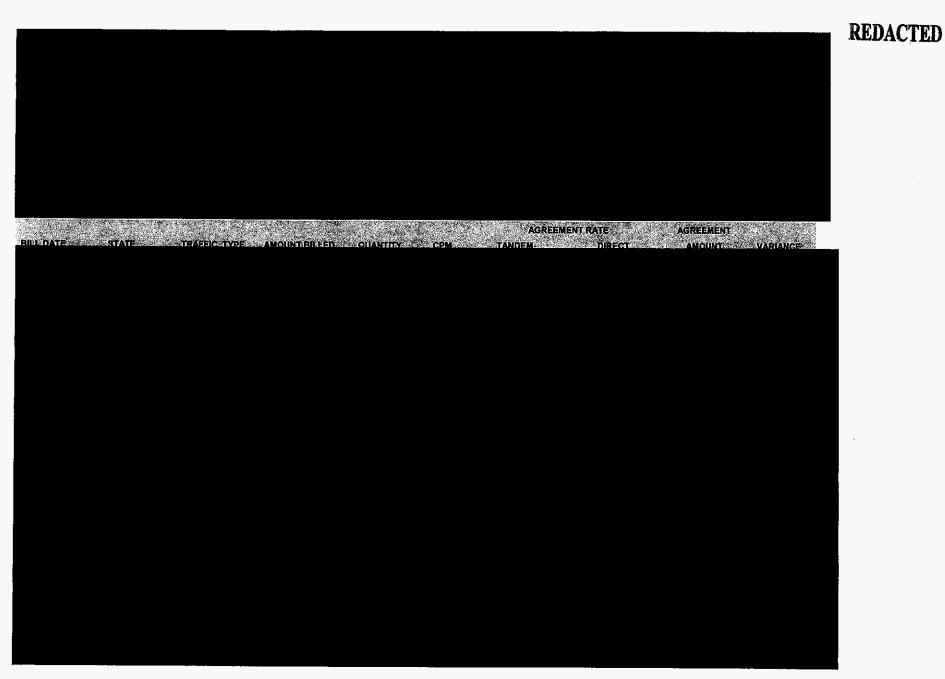




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BILL DATE ST	ATE TRAFFIC T	PE AMOUNT BILLED	QUANTITY	AGREEMENT RATE: A	BREEMENT AMOUNT VAR	ANGE
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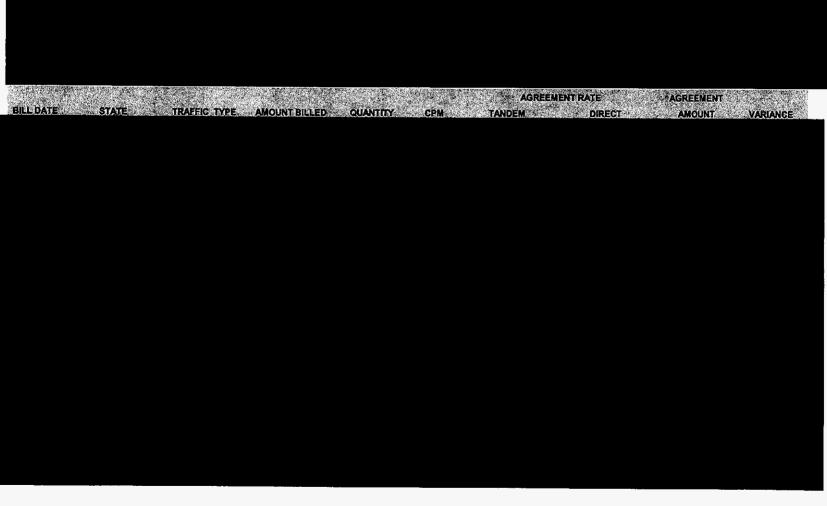
BILL DATE STATE TRAFFICSTYPE AL	AGREEMENT RATE AMOUNT BILLED QUANTITY CPM TANDEM DIRECT	AGREEMENT AMOUNT VARIANCE



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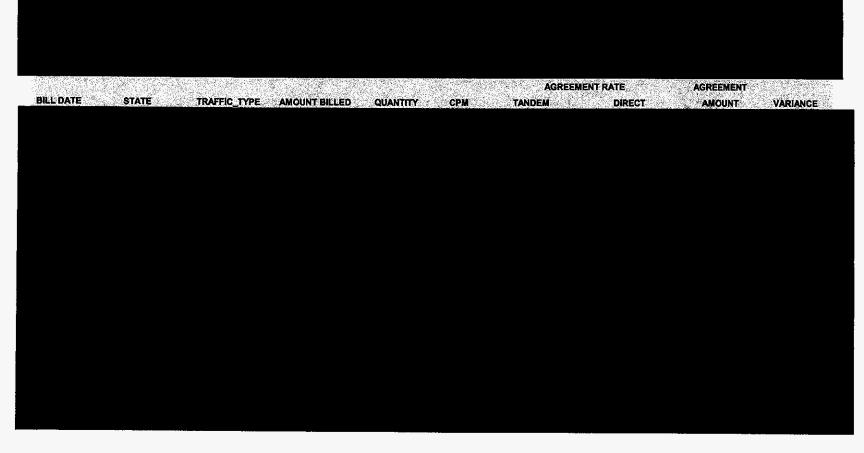
Docket No. 090538-TP Ernest Overcharge Analysis Detail Exhibit DAC-10, Page 6 of 10

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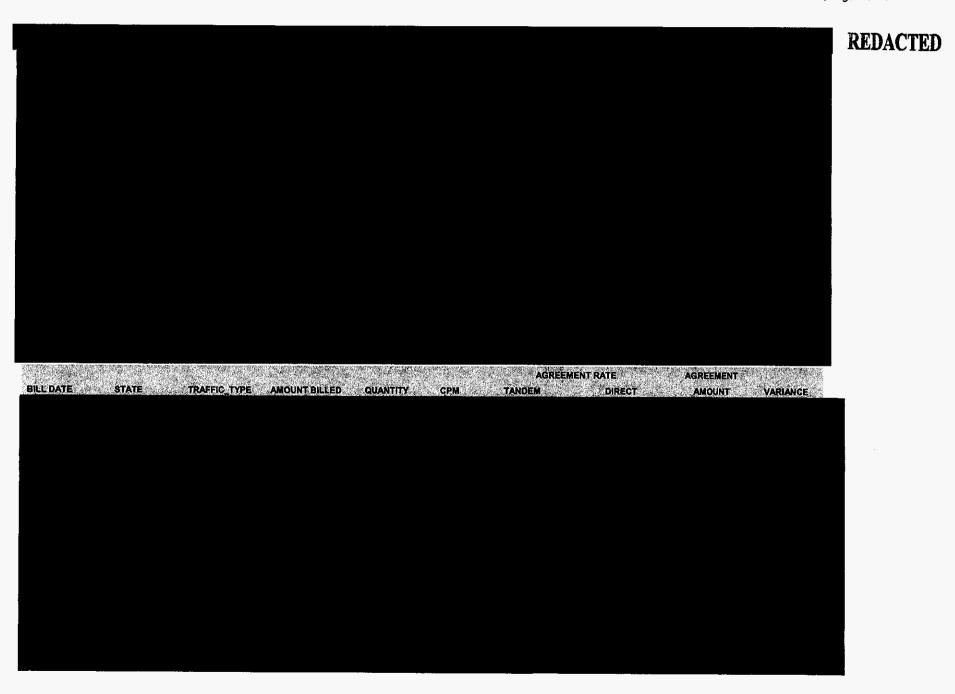


Docket No. 090538-TP Ernest Overcharge Analysis Detail Exhibit DAC-10, Page 7 of 10

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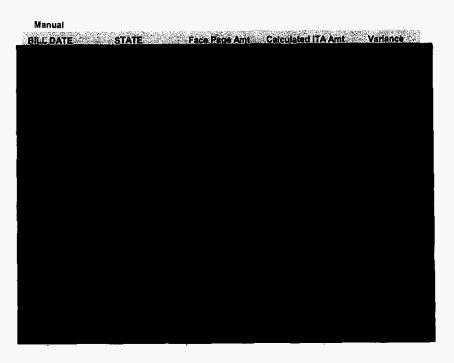
AGREEMENT RATE AGREEMENT BILL DATE STATE TRAFFIC_TYPE AMOUNT BILLED QUANTITY CPM TANDEM DIRECT AMOUNT VARIANCE

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ILEC RATE
FIXED RATE

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Totals



ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 6.99% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 9 miles.
- 5)
- 6) Applied the Ernest rates.

Docket No. 090538-TP Flatel Overcharge Analysis Summary Exhibit DAC-11, Page 1 of 2

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTAL			

BILL DATE STATE	AGREEMENT
BILL DATE, STATE	AMOUNT BILLED AMOUNT VARIANCE

BILL DATE STATE	AGREEMENT AMOUNT BILLED AMOUNT VARIANCE,

ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 8.19% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 8 miles.
- 5)
- 6) Applied the Flatel rates

FINANCIAL ANALYSIS INTRASTATE VARIANCE VARIANCE

BILLED AMOUNT AMOUNT PERCENT

ELECTRONIC INVOICE TOTALS

MANUAL INVOICE TOTALS

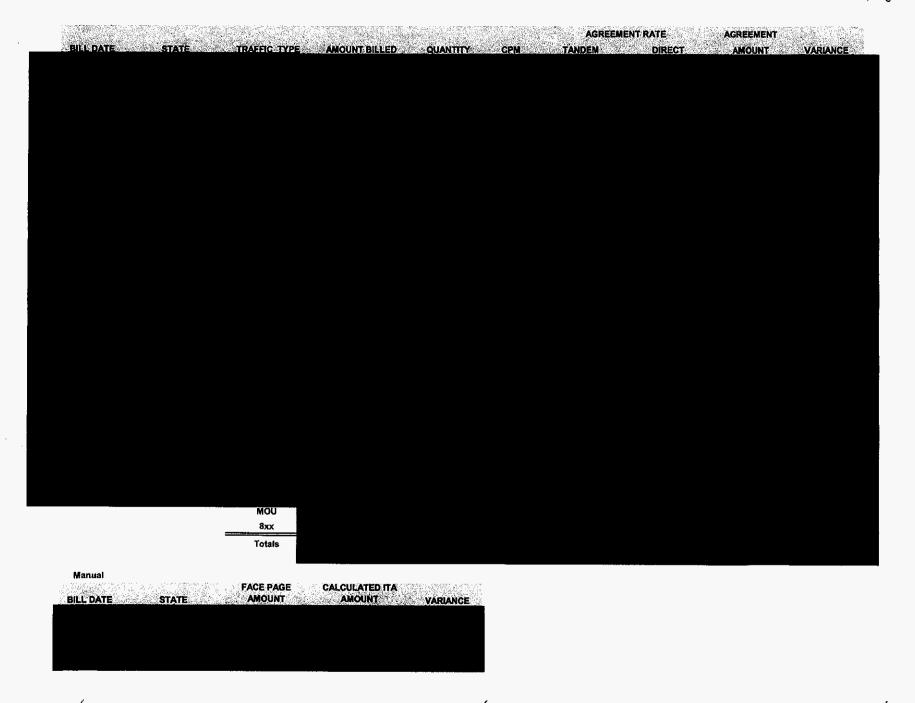
TOTAL

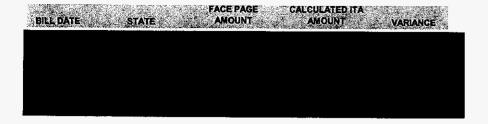
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BILL DATE	STATE TRAFFIC_TYPE AMOUNT BILLED QUANTITY CPM Agreement Rate Agreement Amt VARIAN	ICE .
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AGREEMENT I BILL DATE STATE TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM TANDEM	RÂTE AGREEMENT Direct amount variance





ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 8.19% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 8 miles.

5

6) Applied the Flatel rates

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE	
	BILLED AMOUNT	AMOUNT	PERCENT	
ELECTRONIC INVOICE TOTALS				
MANUAL INVOICE TOTALS				
TOTAL				

BILL DATE STATE	AGREENENT AMOUNT BILLED AMOUNT VARIANCE
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BILL DATE STATE	AMOUNT BILLED	GREEMENT AMOUNT VARIANCE
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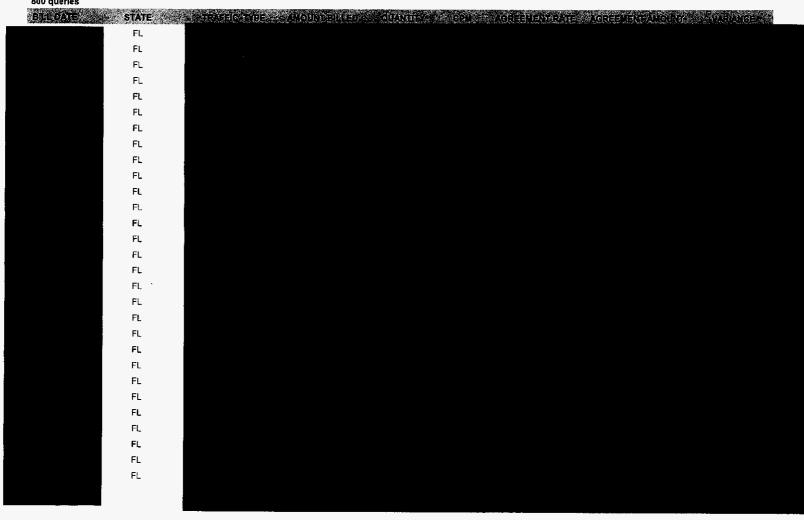
BILLDATE	STATE	AGREEMENT AMOUNT BILLED AMOUNT VARIANCE
	FL	
	FL	
	FL	
	Fl.	
	FL	

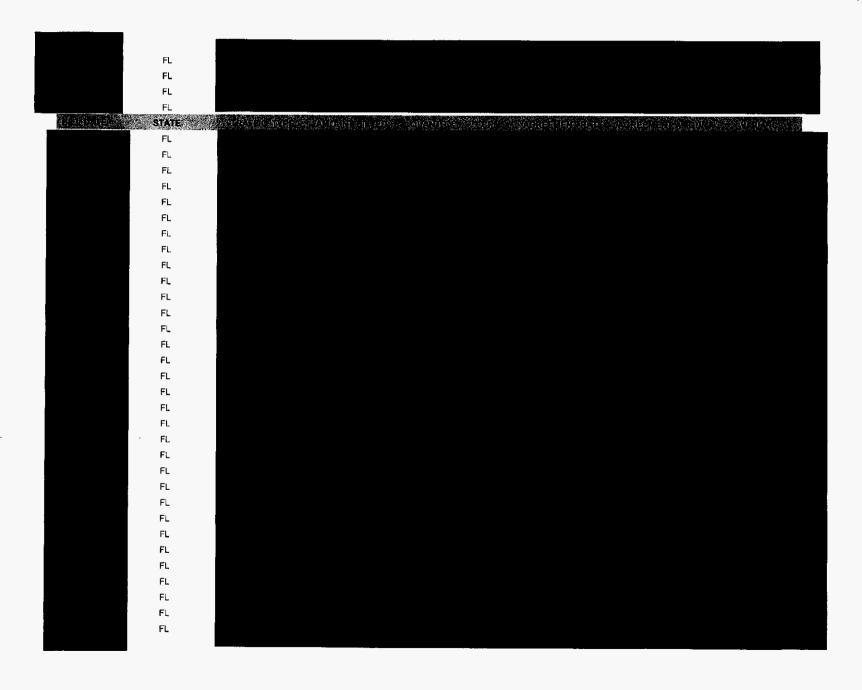
ASSUMPTIONS

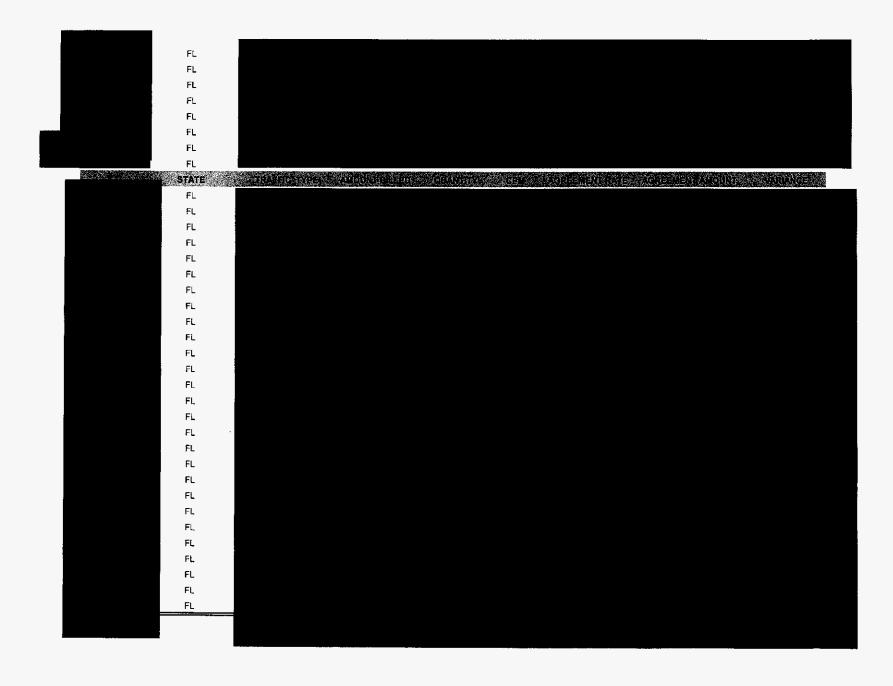
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 7.35% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 15 miles.
- 5)
- 6) Applied the Granite AT&T agreement rates.

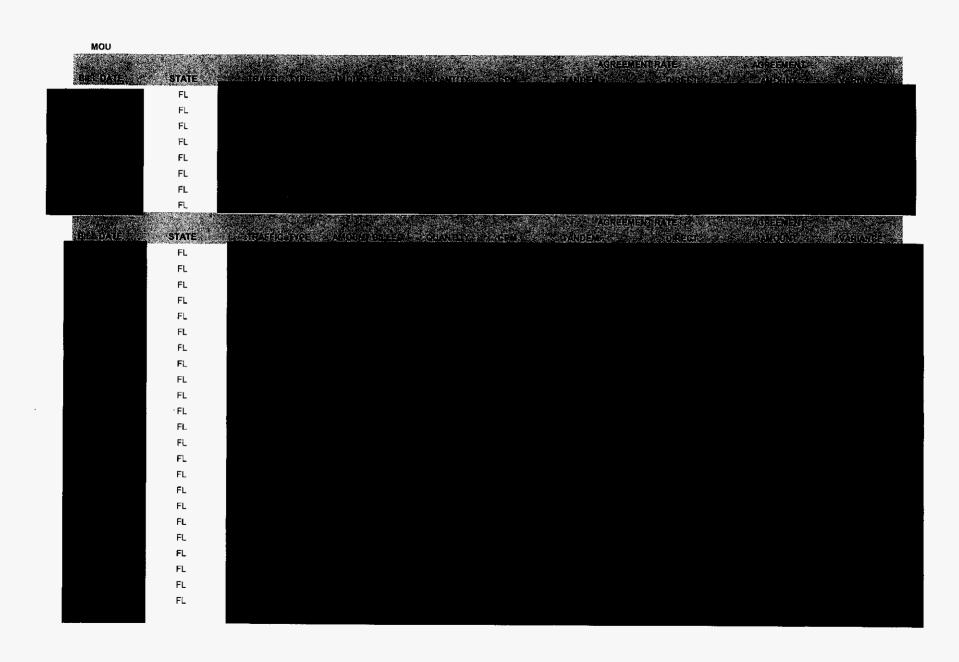
FINANCIAL ANALYSIS INTRASTATE VARIANCE VARIANCE **ELECTRONIC INVOICE TOTALS** MANUAL INVOICE TOTALS TOTAL

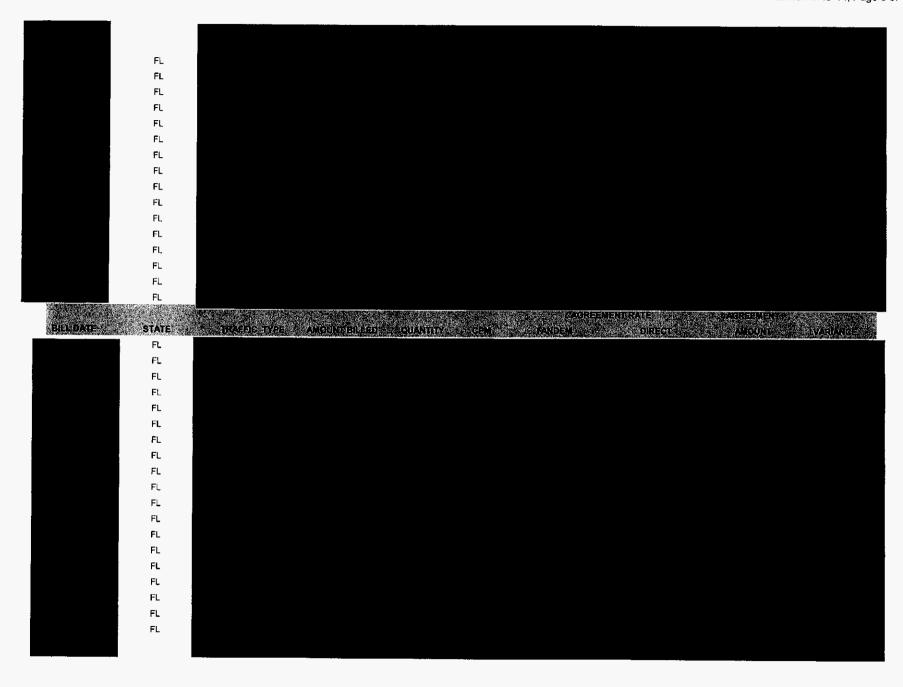
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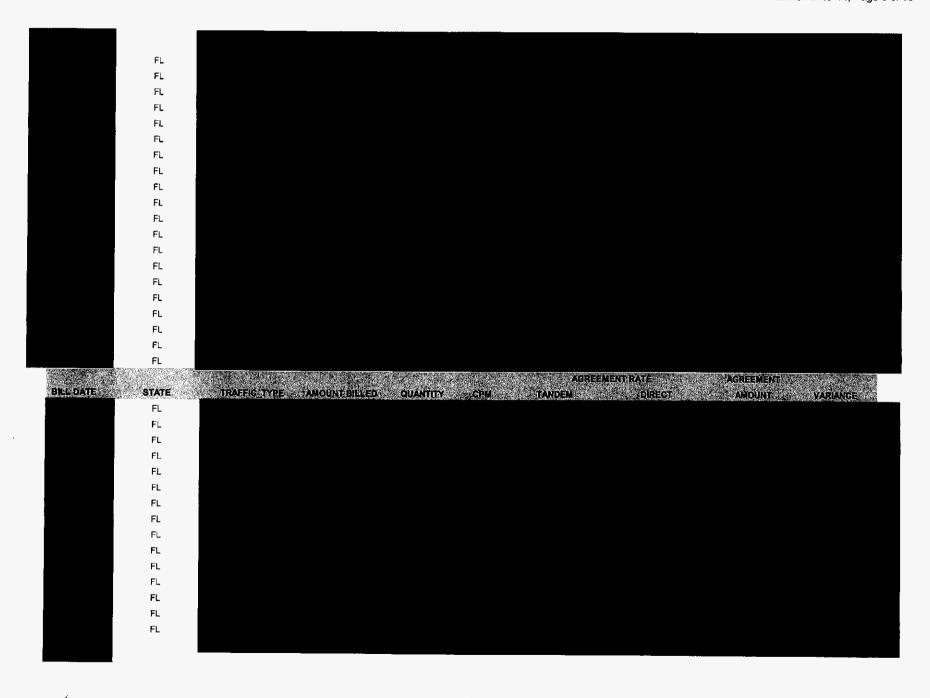


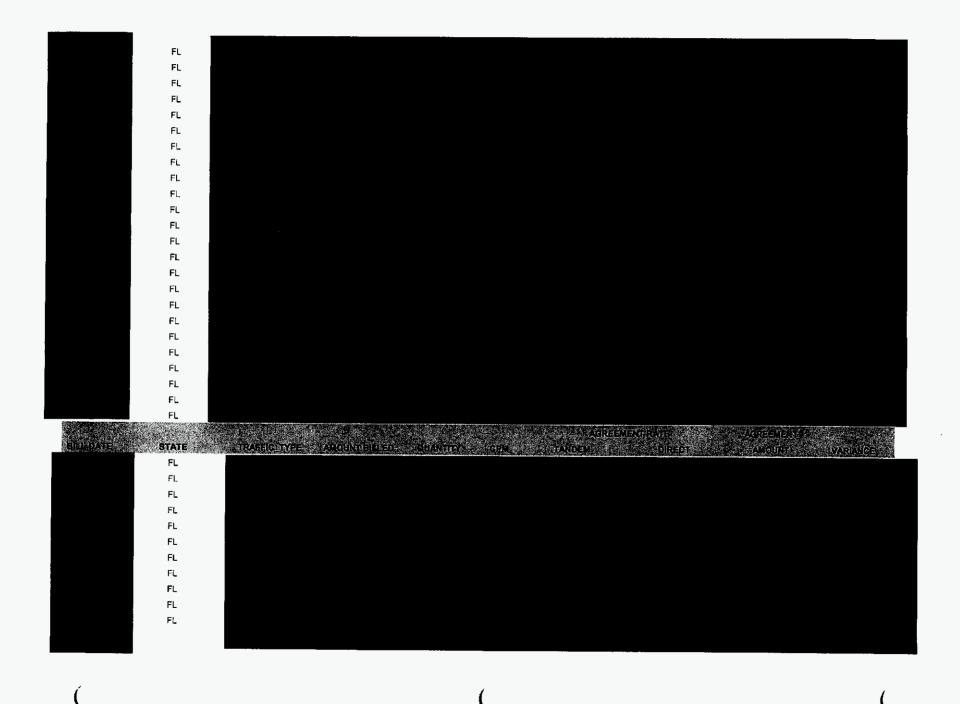


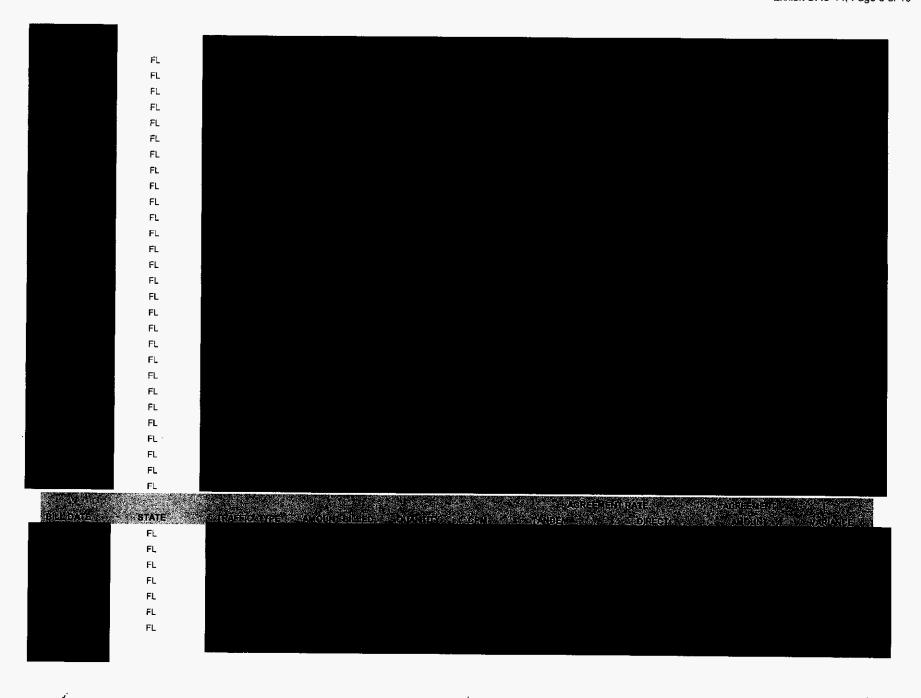


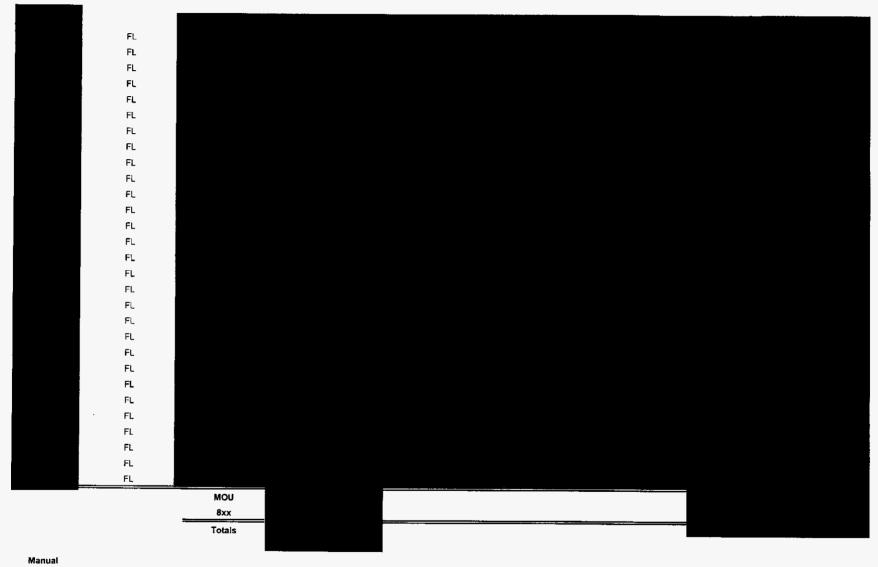












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ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 7.35% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 15 miles.
- 5)
- 6) Applied the Granite AT&T agreement rates.

Docket No. 090538-TP MCI Overcharge Summary Exhibit DAC-15, Page 1 of 2

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
_	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTAL			

BILL DATE	STATE Z	AUDINTERES	AGREEMENT AMOUNTS AGRIAN
10-Mar-04	FL		
10-Apr-04	FL		
10-May-04	FL		
10-Jun-04	FL		
10-Jul-04	FL		
10-Aug-04	FL		
10-Sep-04	FL		
10-Oct-04	FL.		
10-Nov-04	FL ,		
10-Dec-04	FL		
10-Jan-05	FL ,		
10-Feb-05	FL		
10-Mar-05	FL		
10-Apr-05	۴L		
10-May-05	FL		
10-Jun-05	FL		
10-Jul-05	FL		
10-Aug-05	FL		
10-Sep-05	FL		
10-Oct-05	FL		
10-Nov-05	FL		
10-Dec-05	FL		
10-Jan-06	FL.		

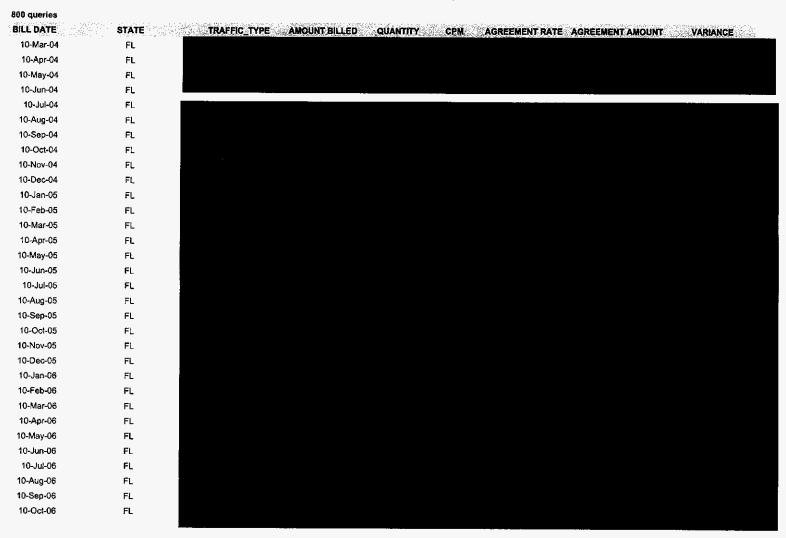
BILL DATE	STATE	AMOUNT BULL	AGREE Ed: AMOL	
10-Feb-06	FL			Annual Control of the
10-Mar-06	FL			
10-Apr-06	FL.			
10-May-06	FL			
10-Jun-06	FL			
10-Jul-06	FL			
10-Aug-06	FL			
10-Sep-06	FL			
10-Oct-06	FL			
10-Nov-06	FL			
10-Dec-06	FL			
10-Jan-07	FL			
10-Feb-07	FL			

ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Applied the MCI-AT&T agreement rates.

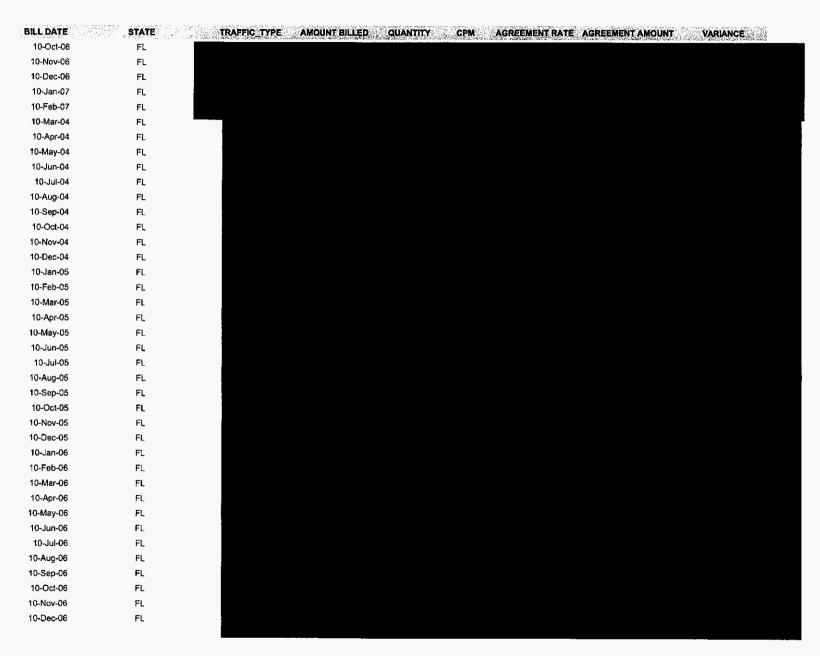
Docket No. 090538-TP MCI Overcharge Analysis Detail Exhibit DAC-16, Page 1 of 4

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE .
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS	\$		
MANUAL INVOICE TOTALS	•		
TOTAL	\$		



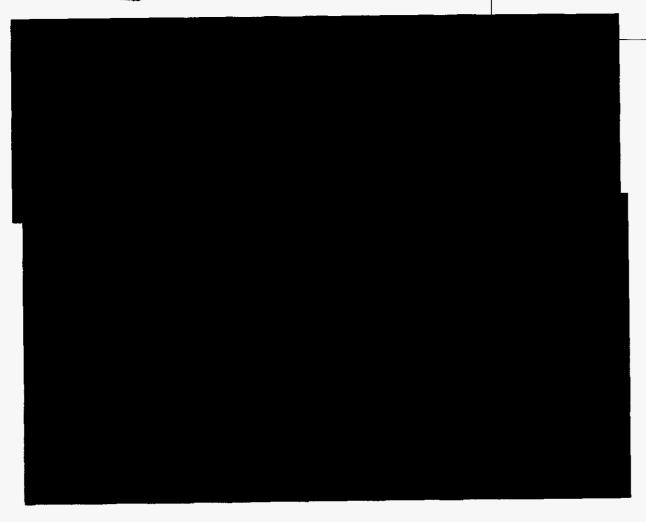
10-Nov-06	FL			
-Dec-06	FL			
)-Jan-07	FL			
10-Feb-07	FL			
MOU		1.11 A PALL & COST OF AVAILABLE DAY OF ORD	Charlest and the Mark to the control of the control	en an en
LL DATE	STATE	TRAFFIC_TYPE AN	COUNT BILLED QUANTITY	CPM AGREEMENT RA
10-Mar-04	FL			
10-Apr-04	FĻ			
10-May-04	FL			
10-Jun - 04	FL			
10-Jul-04	FL			
10-Aug-04	FL			
10-Sep-04	FL			
10-Oct-04	FL			
10-Nov-04	- FL			
10-Dec-04	FL			
10-Jan-05	FL			
10-Feb-05	FL			
10-Mar-05	FL			
10-Mar-05	FL			
10-Apr-03 10-May-05	FL			
10-Jun-05	FL			
10-Jul-05	FL			
10-Aug-05	FL			
10-Sep-05	FL 			
10-Oct-05	FL 			
10-Nov-05	FL			
10-Dec-05	FL			
10-Jan-06	FL			
10-Feb-06	FL.			
10-Mar-06	FL			
10-Apr-06	FL			
10-May-06	FL			
10-Jun-06	FL			
10-Jul-06	FL			
10-Aug-06	FL			
10-Sep-06	FL			

Docket No. 090538-TP MCI Overcharge Analysis Detail Exhibit DAC-16, Page 3 of 4



BILL DATE	STATE	TRAFFIC_TYPE AMOUNT BILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE
10-Jan-07	FL	是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们
10-Feb-07	FL	
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BILL DATE	STATE	AMOUNT
10-Jan-06	FL	
10-Jan-06	FL	
10-Sep-05	FL	
10-Sep-05	FL	
	Total Manual Variance	

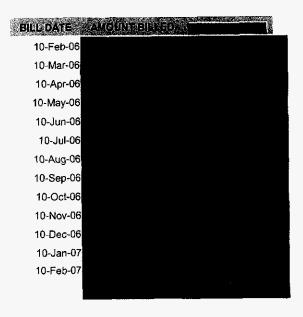
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Applied the MCI-AT&T agreement rates.



Financial Analysis

	Intrastate Billed Am	
Electronic Invoice Tota	s	
Manual Invoice Tota	s	
Tota		

BILL DATE	ANTO PRESIDENCE
10-Mar-04	
10-Apr-04	
10-May-04	
10-Jun-04	
10-Jul-04	
10-Aug-04	
10-Sep-04	
10-Oct-04	
10-Nov-04	
10-Dec-04	
10-Jan-05	
10-Feb-05	
10-Mar-05	
10-Apr-05	
10-May-05	
10-Jun-05	
10-Jul-05	
10-Aug-05	
10-Sep-05	
10-Oct-05	
10-Nov-05	
10-Dec-05	
10-Jan-06	



1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.

2) Applied the MCI-AT&T

Financial Analysis



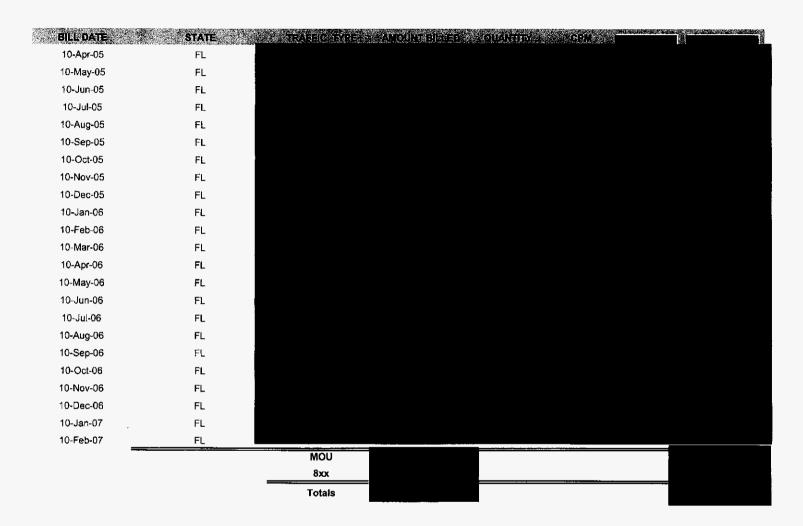
800 queries		
BILLDATE	STATE	ANY ANTIGORIST STATEOUNIERI PROGRAM (OUTANISM ASSAUCEMENT)
10-Mar-04	FL	
10-Apr-04	FL	
10-May-04	FL	
10-Jun-04	FL	
10-Jul-04	FL.	
10-Aug-04	FL	
10-Sep-04	FL	
10-Oct-04	FL	
10-Nov-04	FL	
10 -D ec-04	FL	
10-Jan-05	FL	
10-Feb-05	FL	
10 -Mar-0 5	FL	
10-Apr-05	FL	
10-May-05	. FL	
10 - Jun-05	FL	
10-Jul-05	FL	
10-Aug-05	FL	
10-Sep-05	FL	
10-Oct-05	FL	
10-Nov-05	FL	
10-Dec-05	FL	
10-Jan-06	FL	
10-Feb-06	FL	
10-Mar-06	FL	
	_	

BILL DATE	STATE	TRAFFIC TYPE AMOUNT BULLED QUANTIE CA CRUME
10-Apr-06	FL	
10-May-06	FL	
10-Jun-06	FL	
10-Jul-06	FL	
10-Aug-06	FL	
10-Sep-06	FL	
10-Oct-06	FL	
10-Nov-06	FL	
10-Dec-06	FL	
10-Jan-07	FL	
10-Feb - 07	FL	

MOU

BILL DATE	STATE	TRAFFIC TYPE AMOUNT(BILLED QUANTITY SEE SPIN SEE SEE
10-Mar-04	FL	
10-Apr-04	FL	
10-May-04	FL	
10-Jun-04	FL	
10-Jul-04	FL	
10-Aug-04	FL.	
10-Sep-04	FŁ,	
10-Oct-04	FL	
10-Nov-04	FL	
10-Dec-04	FL	
10-Jan-05	FL	
10-Feb-05	FL	
10-Mar-05	FL	
10-Apr-05	FL	
10-May-05	FL	
10-Jun-05	FL	
10-Jul-05	FL	
	_	

BILL DATE	STATE
10-Aug-05	FL
10-Sep-05	FL
10-Oct-05	FL
10-Nov-05	FL
10-Dec-05	FL
10-Jan-06	FL
10-Feb-06	FL
10-Mar-06	FL
10-Apr-06	FL
10-May-06	FL
10-Jun-06	FL
10-Jul-06	FL
10-Aug-06	FL
10-Sep-06	FL
10-Oct-06	FL
10-Nov-06	FL
10-Dec-06	FL
10-Jan-07	FL
10-Feb-07	FL
10-Mar-04	FL
10-Apr-04	FL
10-May-04	, FL
10-Jun-04	FL
10-Jul-04	FL
10-Aug-04	FL
10-Sep-04	FL
10-Oct-04	FL
10-Nov-04	FL
10-Dec-04	FL
10-Jan-05	FL
10-Feb-05	FL
10-Mar-05	FL



Manual

BILL DATE	STATE	CALGULATEDITA AVT
10-Jan-06	FL	
10-Jan-0 6	FL	

10-Sep-05 FL 10-Sep-05 FL

ASSUMPTIONS

1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.

2) Applied the MCI-AT&T

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTAL			

BILL DATE	STATE	AGREENEN VARIAND
21-Jun-02	FL.	
21-Jul-02	FL	
21-Aug-02	FL	
21-Sep-02	FL	
21-Oct-02	FL	
21-Nov-02	FL	
21-Dec-02	FL	
21-Jan-03	FL	
21-Feb-03	FL	
21-Mar-03	FL	
21-Apr-03	FL	
21-May-03	FL	
21-Jun-03	FL	
21-Jul-03	FL	
21-Aug-03	FL	
21-Sep-03	FL.	
21-Oct-03	FL	
21-Nov-03	FL	
21-Dec-03	FL	
21-Jan-04	FL	
21-Feb-04	FL	
21-Mar-04	FL.	
21-Apr-04	FL	
21-May-04	FL	
21-Jun-04	FL	
21-Jul-04	FL	
21-Aug-04	FL	

BILL DATE	STATE	AGREEMEN) AMOUNT BILLED AMOUNTS AND WARRANG
21-Sep-04	FL	
21-Oct-04	FL	
21-Nov-04	FL	
21-Dec-04	FL	
21-Jan-05	FL	
21-Feb-05	FL	
21-Mar-05	FL	
21-Apr-05	FL	
21-May-05	FL	
21-Jun-05	FL	
21-Jul-05	FL	
21-Aug-05	FL	
21-Sep-05	FL	
21-Oct-05	FL	
21-Nov-05	FL.	
21-Dec-05	FL	
21-Jan-06	FL	
21-Feb-06	FĻ	
21-Mar-06	FL	
21-Apr-06	FL	
21-May-06	FL	
21-Jun-06	. FL	
21-Jul-06	FL	
21-Aug-06	FL.	
21-Sep-06	FL	
21-Oct-06	FL	
21-Nov-06	FL	
21-Dec-06	FL	
21-Jan-07	FL	
21-Feb-07	FL	
21-Mar-07	FL	
21-Apr-07	FL	
21-May-07	FL	
21-Jun-07	FL	

BILL DATE	STATE	ASREEMENT AMOUNT/BUSEPE STAMOURTE SEVARIANCE
21-Jul-07	FL	
21-Aug-07	FL	
21-Sep-07	FL	
21-Oct-07	FL	
21-Nov-07	FL	
21-Dec-07	FL	
21-Jan-08	FL	
21-Feb-08	FL	
21-Mar-08	FL	
21-Арг-08	FL	
21-May-08	FL	
21-Jun-08	FL	
21-Jul-08	FL	
21-Aug-08	FL	
21-Sep-08	FL	
21-Oct-08	FL	
21-Nov-08	FL	
21-Dec-08	FL	
21-Jan-09	FL	
21-Feb-09	FL	
21-Mar-09	FL	
21-Apr-09	FL	
21-May-09	FL	
21-Jun-09	FL	
21-Jul-09	FL	
21-Aug-09	FL	
21-Sep-09	FL	
21-Oct-09	FL	
21-Nov-09	FL	
21-Dec-09	FL	
21-Jan-10	FL	
21-Feb-10	FL	
21-Mar-10	FL	
21-Apr-10	FL	

BILL DATE	STATE	AGREENENT AMOUNT BILLED AMOUNT AS SYARIANCE
21 - May-10	FL	
21-Jun-10	FL	
21-Jul-10	FL	
21-Aug-10	FL	
21-Sep-10	FL	
21-Oct-10	FL	
21-Nov-10	FL	
21-Dec-10	FL	
21-Jan-11	FL.	
21-Feb-11	FL	
21-Mar-11	FL	
21-Apr-11	FL	
21-May-11	FL	
21-Jun-11	FL	
21-Jul-11	FL	
21-Aug-11	FL	
21-Sep-11	FL	
21-Oct-11	FL	
21-Nov-11	FL	
21-Dec-11	FL.	
21-Jan-12	FL	
21-Feb-12	FL.	
21-Mar-12	FL	

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 10.29% of the electronic minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 14 miles.
- 51
- 6) Applied the Navigator AT&T agreement rates.



Docket No. 090538-TP Navigator Overcharge Analysis Detail Exhibit DAC-21, Page 1 of 11

FINANCIAL ANALYSIS INTRASTATE VARIANCE VARIANCE

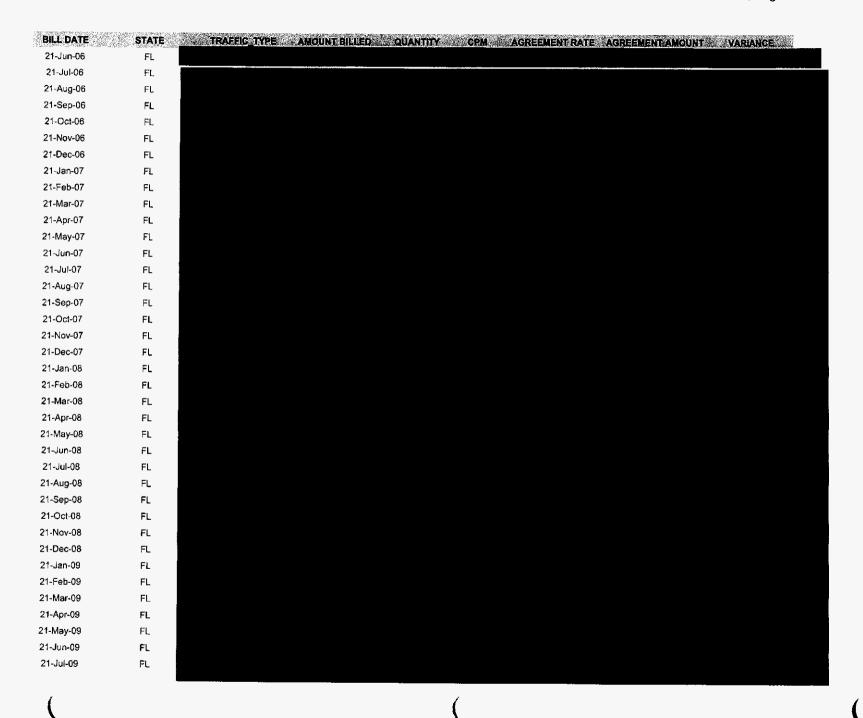
BILLED AMOUNT AMOUNT PERCENT

ELECTRONIC INVOICE TOTALS \$

MANUAL INVOICE TOTALS \$

TOTAL \$

800 queries		
BILL DATE	STATE	TRAFFIC_TYPE AMOUNT BILLED QUANTITY CRM AGREEMENT RATE AGREEMENT AMOUNT VARIANCE
21-Nov-03	FL	
21-Dec-03	FL	
21-Jan-04	FL	
21-Feb-04	FL	
21-Mar-04	FL	
21-Apr-04	FL	
21-May-04	FL	
21-Jun-04	FL	
21-Jul-04	FL	
21-Aug-04	FL	
21-Sep-04	FL	
21-Oct-04	FL	
21-Nov-04	FL	
21-Dec-04	FL	
21-Jan-05	FL	
21-Feb-05	FL	
21-Mar-05	FL	
21-Apr-05	FL	
21-May-05	FL	
21-Jun-05	FL	
21-Jul-05	FL	
21-Aug-05	FL	
21-Sep-05	FL	
21-Oct-05	FL	
21-Nov-05	FL	
21-Dec-05	FL	
21-Jan-06	FL	
21-Feb-06	FL	
21-Mar-06	FL	
21-Apr-06	FL	
21-May-06	FL	



BILL DATE	STATE	TRAFFIC_TYPE: AMOUNT BILLED. QUANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT. VARIANGE.
21-Aug-09	FL _	
21-Sep-09	FL	
21-Oct-09	FL.	
21-Nov-09	FL	
21-Dec-09	FL	
21-Jan-10	FL.	
21-Feb-10	FL	
21 -M ar-10	Ft.	
21-Apr-10	FL	
21-May-10	FL	
21-Jun-10	FL	
21-Jul-10	FL	
21-Aug-10	FL	
21-Sep-10	FL	
21-Oct-10	FL	
1-Nov-10	FL	
1-Dec-10	FL	
21-Jan-11	FL	
21-Feb-11	FL	
21 -M ar- 11	FL	
21-Apr-11	FL	
?1-May-11	FL,	
21 - Jun-11	FŁ	
21-Jul-11	FL,	
?1-Aug-11	FL	
21-Sep - 11	FL	
21-Oct-11	FL	
21-Nov-11	FL	
?1-Dec-11	FL	
?1-Jan-12	FL	
21-Feb-12	FL	
21-Mar-12	FL	

QUANTITY CPM

AMOUNT BILLED

TRAFFIC_TYPE

STATE

FL

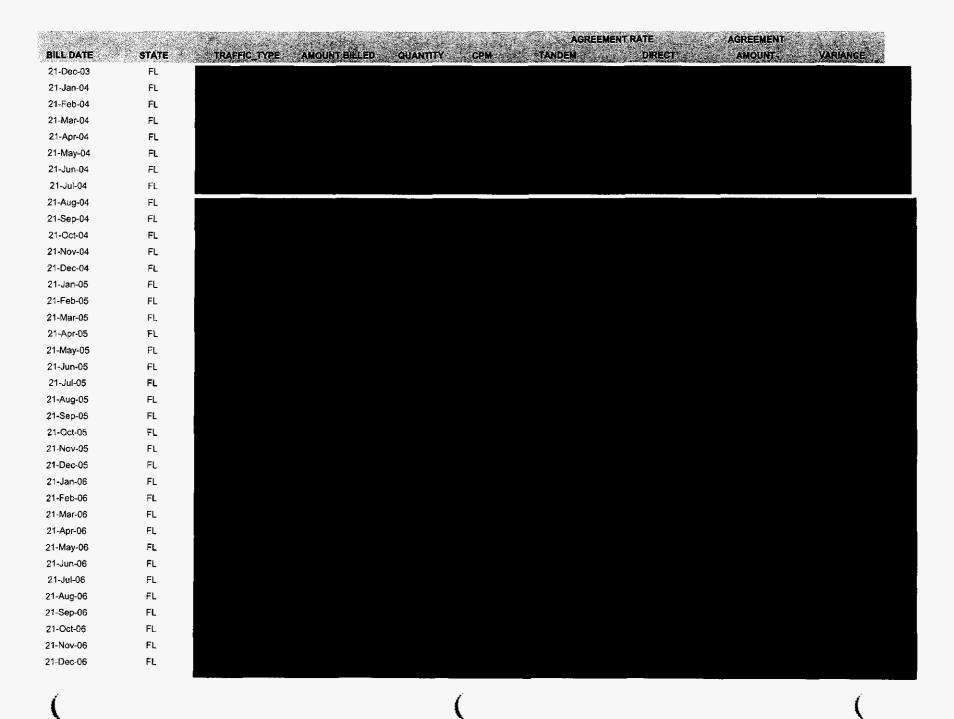
BILL DATE 21-Nov-03 AGREEMENT RATE

TANDEM

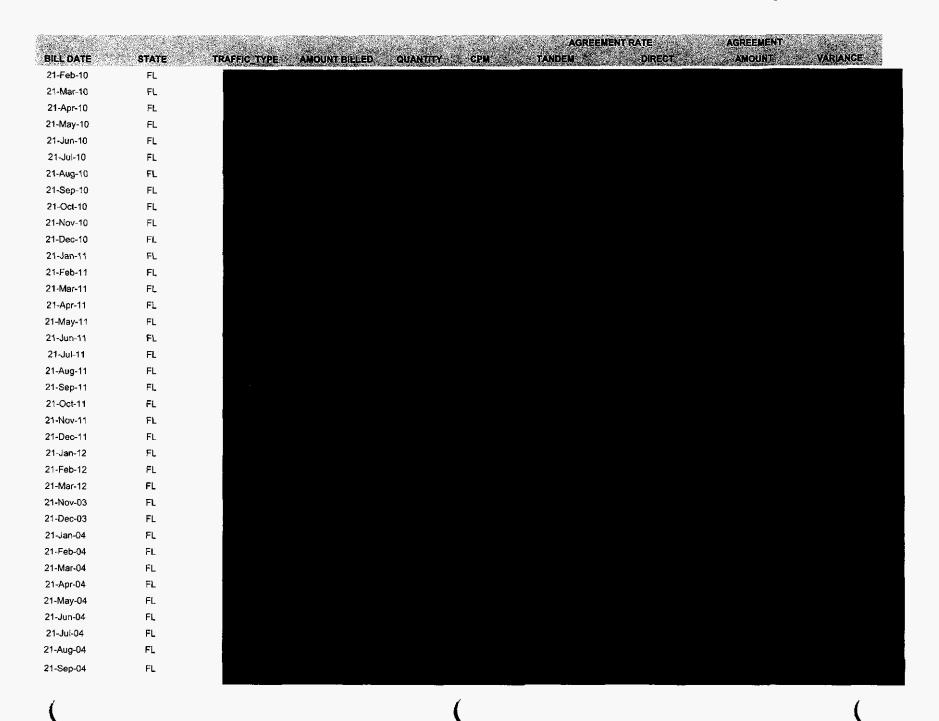
DIRECT

AGREEMENT

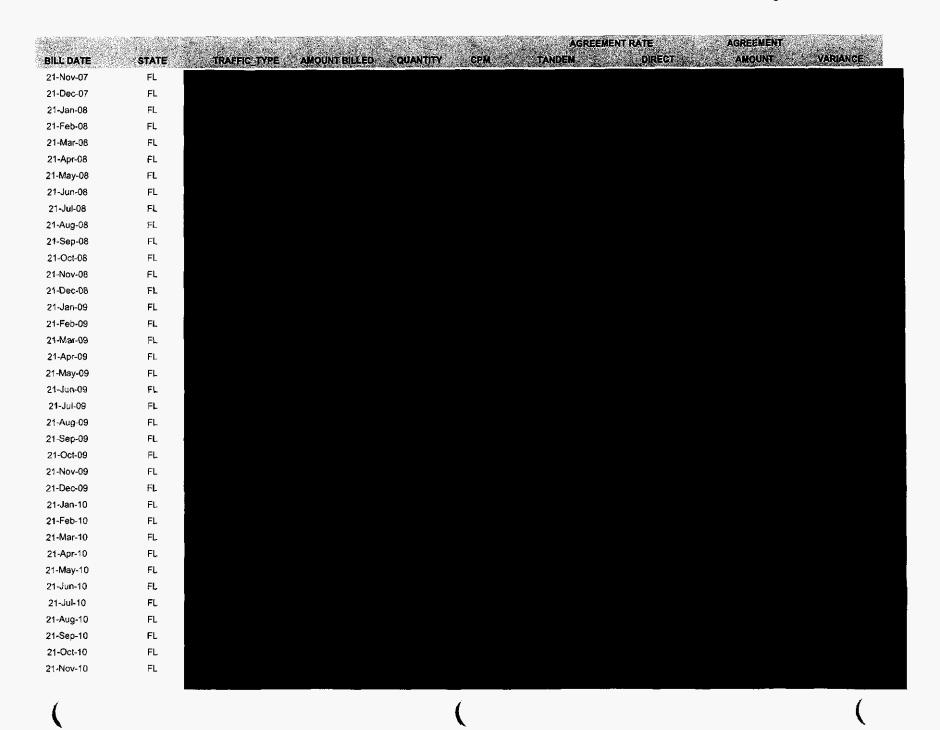
AMOUNT VARIANCE



		AGREEMENT RATE AGREEMENT.
BILL DATE	STATE	TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM TANDEM DIRECT AMOUNT VARIANCE
21-Jan-07	FL	
21-Feb-07	FL	
21-Mar-07	FL	
21-Apr-07	FL	
21-May-07	FL	
21-Jun-07	FL	
21-Jul-07	FL	
21-Aug-07	FL	
21-Sep-07	FL	
21-Oct-07	FL	
21-Nov-07	FL	
21-Dec-07	FL	
21-Jan-08	FL	
21-Feb-08	FL	
21-Mar-08	FL	
21-Apr-08	FL	
21-May-08	FL	
21-Jun-08	FL	
21-Jul-08	FL	
21-Aug-08	FL	
21-Sep-08	FL	
21-Oct-08	FL	
21-Nov-08	FL	
21-Dec-08	FL	
21-Jan-09	FL	
21-Feb-09	FL	
21-Mar-09	FL	
21-Apr-09	FL	
21-May-09	FL	
21-Jun-09	FL	
21-Jul-09	FL	
21-Aug-09	FL	
21-Sep-09	FL	
21-Oct-09	FL	
21-Nov-09	FL	
21-Dec-09	FL	
21-Jan-10	FL	



				AGREEMENT RA		
BILL DATE 21-Oct-04	STATE JRAFF	IC_TYPE AMOUNT BILLED	QUANTITY CPM	TANDEM	DIRECT AMOUNT	VARIANCE
21-Nov-04	FL					
21-Dec-04	FL					
21-Jan-05	FL ,					
21-Feb-05	FL					
21-Mar-05	FL					
21-Apr-05	FL					
21-May-05	FL					
21-Jun-05	FL					
21-Jul-05	FL					
21-Aug-05	FL .					
21-Sep-05	FL					
21-Oct-05	FL					
21-Nov-05	FL .					
21-Dec-05	FL					
21-Jan-06	FL :					
21-Feb-06	FL					
21-Mar-06	FL					
21-Apr-06	FL					
21-May-06	FL					
21-Jun-06	FL					
21-Jul-06	FL					
21-Aug-06	FL					
21-Sep-06	FL					
21-Oct-06	FL ,					
21-Nov-06	FL					
21-Dec-06	FL					
21-Jan-07	FL					
21-Feb-07	FL					
21-Mar-07	FL					
21-Арг-07	FL					
21-May-07	FL					
21-Jun-07	FL					
21-Jul-07	FL					
21-Aug-07	FL					
21-Sep-07	FL					
21-Oct-07	FL					



21-Dec-10	FL	TRAFFIC TYPE AM	Commence of the Commence of th	TY GPM L TAI	IDEM DIRECT	TRUOMA	VARIANCE
21-Jan-11	FL						
21-Feb-11	FL						
21-Mar-11	FL						
21-Apr-11	FL						
21-May-11	FL						
21-Jun-11	FL						
21-Jul-11	FL						
21-Aug-11	FL						
21-Sep-11	FL						
21-Oct-11	FL						
21-Nov-11	FL						
21-Dec-11	FL						
21-Jan-12	FL						
21-Feb-12	FL						
21-Mar-12	FL						

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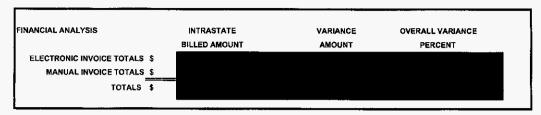
Manual	A CONTROL OF THE PARTY OF THE P	
BILLDATE	STATE	FACE PAGE CALCULATED ITA AMOUNT AMT VARIANCE
21-Jun-02	FL	
21-Jun-02	FL	
21-Jul-02	FL	
21-Jul-02	FL	
21-Aug-02	FL.	
21-Aug-02	FL	
21-Sep-02	FL	
21-Sep-02	FL	
21-Oct-02	FL	
21-Oct-02	FL	
21-Nov-02	FL	
21-Nov-02	FL	
21-Dec-02	FL	
21-Dec-02	FL	

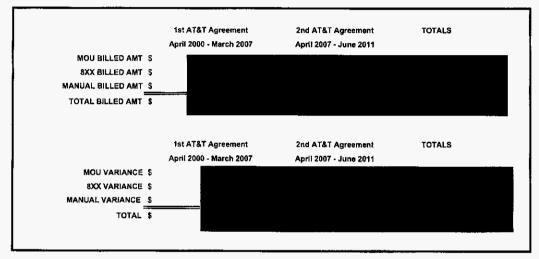
		FACE PAGE CALGULATED ITA
BILL DATE 21-Jan-03	STATE." FL	AMOUNT ANT VARIANCE
21-Jan-03	FL	
21-Feb-03	FL	
21-Feb-03	FL	
21-Feb-03	FL	
21-Mar-03	FL	
21-Mar-03	FĹ	
21-Apr-03	FL	
21-Apr-03	FL	
21-Apr-03	FL	
21-May-03	FL	
21-May-03	FL	
21-May-03	FL	
21-Jun-03	FL	
21-Jun-03	FL	
21-Jun-03	FL	
21-Jul-03	FL	
21-Jul-03	FL	
21-Aug-03	FL	
21-Aug-03	FL	
21-Sep-03	FL	
21-Sep-03	FĻ	
21-Oct-03	FL	
21-Oct-03	FL	
21-Jan-04	FL	
21-May-05	FL	
21-Apr-05	FL	
21-Apr-03	FL.	
21-May-03	FL 	
21-Jun-03	FL 	
21-Jul-03	FL =:	
21-Sep-03 21-Oct-03	FL	
21-Oct-03 21-Nov-03	FL	
21-Nov-03 21-Jun-05	FL FL	
21-Jun-05 21-Jun-06	FL FL	
21-Jui-06	FL FL	
2 1-0ul-00	1 L	

BILL DATE	STATE -	FACE PAGE CALCULATED ITA AMOUNT
21-Aug-06	FL	
21-Sep-06	FL	
21-Oct-06	FL	
21-Jul-08	FL	
21-Sep-08	FL	
21-Oct-08	FL	
21-Jun-09	FL	
21-Oct-09	FL	
21-Jan-10	FL	
21 -F eb-10	FL	
21-Apr-10	FL	
21-May-10	FL	
21-Oct-10	FL	
21-Nov-10	FL	

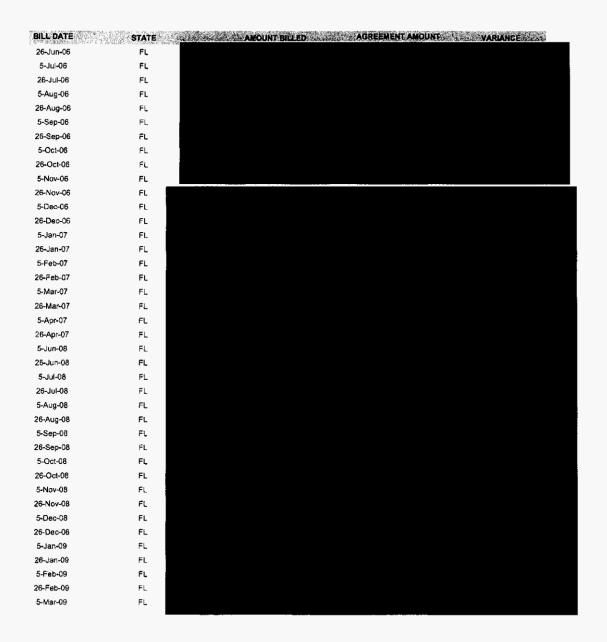
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) 10.29% of he electronic minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 14 miles.
- 5)
- 6) Applied the Navigator AT&T agreement rates.

Docket No. 090538-TP PAETEC Overcharge Analysis Summary Exhibit DAC-22, Page 1 of 4





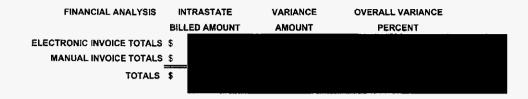
5-Jan-06	FL	
26-Jan-06	FL	
5-Feb-06	FL	
6-Feb-06	FL	
5-Mar-06	FL	
6-Mar-06	FL	
5-Apr-06	FL	
26-Apr-06	FL	
6-May-06	FL	
5-Jun-06	FL	



6-Mar-09	FL		
5-Apr-09	FL		
26-Apr-09	FL		
5-May-09	FL		
6-May-09	FL		
5-Jun-09	FL		
26-Jun-09	FL		
5-Jul-09	FL		
26-Ju∣-09	FL		
5-Aug-09	FL		
6-Aug-09	FL		
5-Sep-09	FL		
6-Sep-09	FL		
5-Oct-09	FL		
6-Oct-09	FL		
5-Nov-09	FL		
6-Nov-09	FL		
5-Dec-09	FL		
6-Dec-09	FL		
5-Jan-10	۴L		
:6-Jan-10	FL		
5-Feb-10	FL		
6-Feb-10	FL		
5-Mar-10	FL		
6-Mar-10	FL		
5-Apr-10	FL		
6-Apr-10	FL		
5-May-10	FL		
6-May-10	FL		
5-Jun-10	FL		
6-Jun-10	FL		
5-Jul-10	FL		
26-Jul-10	FL		
5-Aug-10	FL		
6-Aug-10	FL		
i-Sep-10	FL		
6-Sep-10	۴L		
5-Oct-10	FL		
6-Oct-10	FL		
i-Nov-10	FL		

BILL DATE	STATE	AMOUNT BILLED AGREEMENT AMOUNT VARIANCE.
26-Nov-10	FL	
5-Dec-10	FL	
26-Dec-10	FL	
5-Jan-11	FL	
26-Jan-11	FL	
5-Feb-11	FL	
26-Feb-11	FL	
5-Mar-11	FL	
26-Mar-11	FL	
5-Apr-11	FL	
26-Apr-11	FL	
5-May-11	FL	
26-May-11	FL	
5-Jun-11	FL	
26-Jun-11	FL	
 -		

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) First Agreement 31.72% of the minutes are tandem routed; 2nd Agreement 31.93% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 9 miles for the first agreement and 10 miles for the second agreement.
- 5) First Agreement 60.27% of the traffic originates or terminates in Bellsouth territory, 35.31% is in Embarq territory and and 4.42% is in Verizon territory. Second Agreement 82.25% of the traffic originates or terminates in Bellsouth territory, 7.14 is in Embarg territory and 10 62% is in Verizon territory.
- Applied the 1st PAETEC-AT&T agreement rates from January 2006 through March 2007.
 Applied the 2nd PAETEC-AT&T agreement rates from May 2008 through June 2011.



FIRST AT&T AGREEMENT



Docket No. 090538-TP PAETEC Overcharge Analysis Detail Exhibit DAC-23, Page 2 of 10

5-Mar-07	FL	OTHR	\$	13.78	3,448	0.0040	0.0057	\$	19.62	\$ (5.84)	
BILL DATE	STATE	TRAFFIC_TYPE	AMOU	NT BILLED	QUANTITY	CPM AG	REEMENT RA	E AGREE	MENT AMOUNT	VARIANCE	
26-Mar-07	FL										
5-Apr-07	FL										
26-Apr-07	FL										

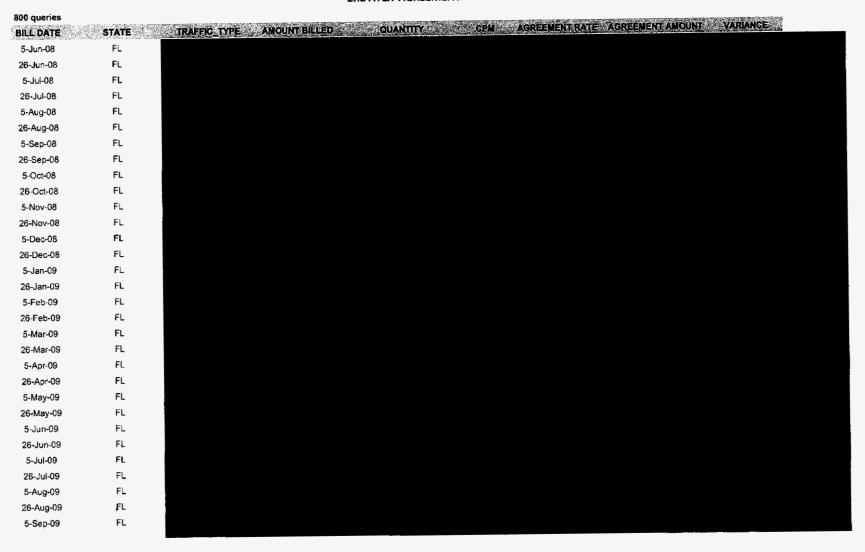
BACH	

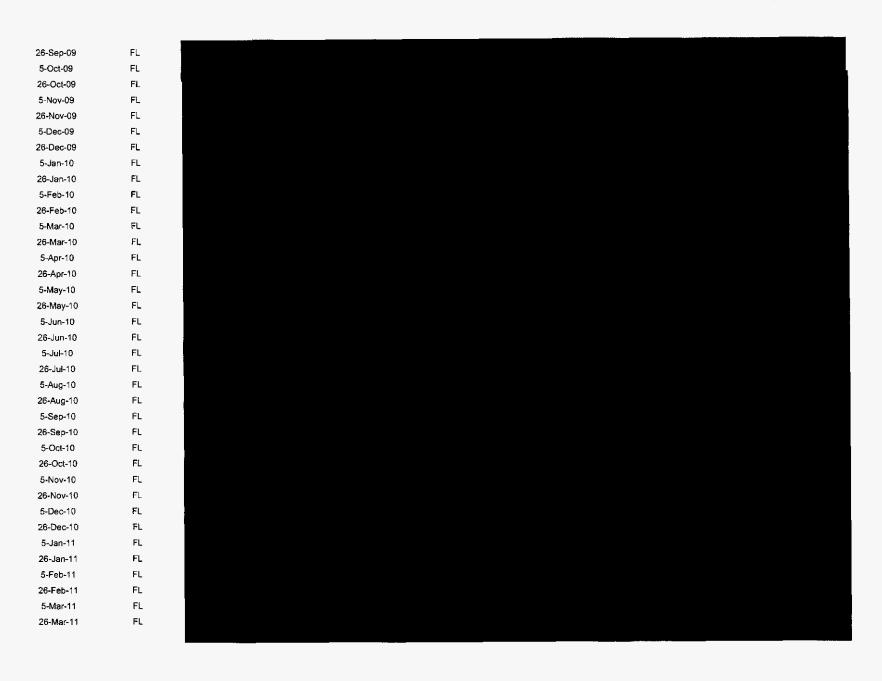
BILL DATE	STATE	TRAFFIC TYPE AM	IOUNT BILLED: * . *	OUANTITY	CPM T	AGREEMENT RA	REEMENT MOUNT VARIA
5-Jan-06	FL						
26-Jan-06	FL						
26-Feb-06	FL						
5-Mar-06	FL						
26-Mar-06	FL						
5-Apr-06	FL						
26-Apr-06	FL						
26-May-06	FL						
5-Jun-06	FL						
26-Jun-06	FL						
5-Jul-06	FL						
26-Jul-06	FL						
5-Aug-06	FL						
26-Aug-06	FL						
5-Sep-06	FL						
26-Sep-06	FL						
5-Oct-06	FL						
26-Oct-06	FL						
5-Nov-06	FL						
26-Nov-06	FL						
5-Dec-06	FL						
26-Dec-06	FL						
5-Jan-07	FL						
26-Jan-07	FL						
5-Feb-07	FL						
26-Feb-07	FL						
5-Mar-07	FL						

26-Mar-07	FL
5-Apr-07	FL
BILL DATE	STATE
26-Apr-07	FL
5-Jan-06	FL
26-Jan-06	FL
26-Feb-06	FL -
5-Mar-06	FL
26-Mar-06	FL
5-Apr-06	FL
26-Apr-06	FL
26-May-06	FL
5-Jun-06	FL
26-Jun-06	FL
5-Jul-06	FL
26-Jul-06	FL
5-Aug-06	FL
26-Aug-06	FL
5-Sep-06	FL
26-Sep-06	FL
5-Oct-06	FL
26-Oct-06	FL
5-Nov-06	FL
26-Nov-06	FL
5-Dec-06	FL
26-Dec-06	FL
5-Jan-07	FL
26-Jan-07	FL
5-Feb-07	FL.
26-Feb-07	FL
5-Mar-07	FL
26-Mar-07	FL
5-Apr-07	FL
26-Apr-07	FL

TOTAL

2nd AT&T AGREEMENT





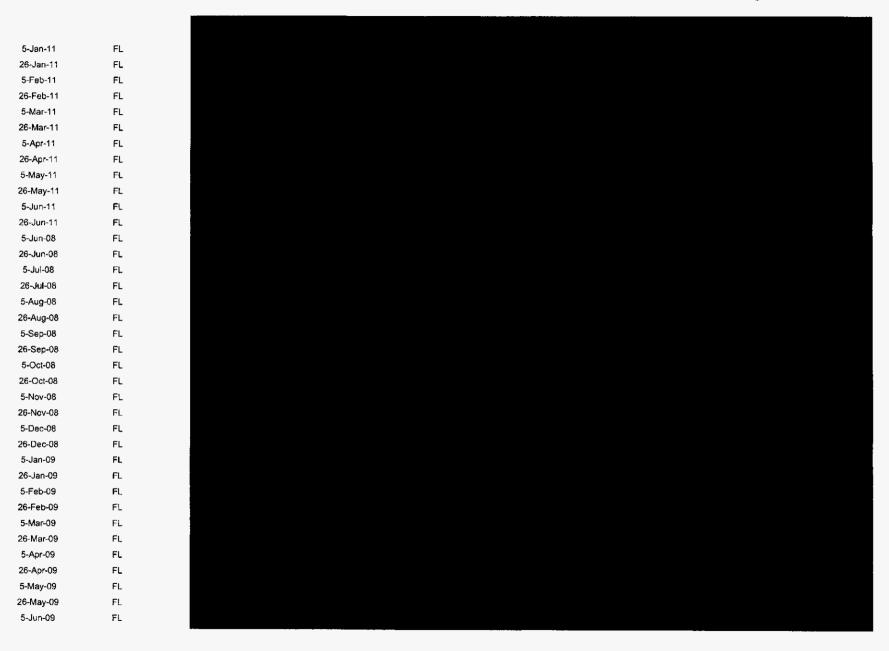
Docket No. 090538-TP PAETEC Overcharge Analysis Detail Exhibit DAC-23, Page 6 of 10



MOU

BILL DATE	STATE	TRAFFIC TYPE AM	OUNT BILLED.	- QUANTITY	. CPM	TANDEM	DIRECT	AMOUNT	VARIANCE
5-Jun - 08	FL								
26-Jun-08	FL								
5-Jul-08	FL								
26-Jul-08	FL								
5-Aug-08	FL								
26-Aug-08	FL								
5-Sep-08	FL								
26-Sep-08	FL								
5-Oct-08	FL								
26-Oct-08	FL								
5-Nov-08	FL								
26-Nov-08	FL								
5-Dec-08	FL								
.6-Dec-08	FL								
5-Jan-09	FL								
26-Jan-09	FL								
5-Feb-09	FL								
26-Feb-09	FL								
6-Mar-09	FL								
6-Mar-09	FL								
5-Apr-09	FL								
26-Apr-09	FL								
5-May-09	FL								
6-May-09	FL								
5-Jun-09	FL								







Docket No. 090538-TP PAETEC Overcharge Analysis Detail Exhibit DAC-23, Page 10 of 10

	FL
	FL
	FL
	FL
	FL
1	FL
r-11	FL
	FL
-11	FL
-11	FL
-11	FL
	FL
6-Jun-11	- FL

Manual	M	ап	ua	ı
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BILL DATE	STATE	FACE PAGE CALCULATED ITA AMOUNT AMOUNT VARIANCE
5-Feb-06	FL	

ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) First Agreement 31.72% of the minutes are tandem routed; 2nd Agreement 31.93% of the minutes are tandem routed.
- 4) The average transport mileage for tandem routed traffic was 9 miles for the first agreement and 10 miles for the second agreement.
- 5) First Agreement 60 27% of the traffic originates or terminates in Bellsouth territory, 35.31% is in Embarq territory and 4.42% is in Verizon territory. Second Agreement 82.25% of the traffic originates or terminates in Bellsouth territory, 7.14 is in Embarq territory and 10.62% is in Verizon territory.
- 6) Applied the 1st PAETEC-AT&T agreement rates from January 2006 through March 2007. Applied the 2nd PAETEC-AT&T agreement rates from May 2008 through June 2011.



FINANCIAL ANALYSIS INTRASTATE VARIANCE VARIANCE

BILLED AMOUNT AMOUNT PERCENT

ELECTRONIC INVOICE TOTALS

MANUAL INVOICE TOTALS

TOTALS

BILLDATE	STATE
1-Jan-02	FL
1-Feb-02	FL
1-Mar-02	FL
1-Apr-02	FL
1-May-02	FL
1-Jun-02	FL
1-Jul-02	FL
1-Aug-02	FĻ
1-Sep-02	FL
1-Oct-02	FL
1~Nov-02	FL
1-Dec-02	FL
1-Jan-03	FL
1-Feb-03	FL
1-Mar-03	FL
1-Apr-03	FL
1-May-03	FL
1-Jun-03	FL
1-Jul-03	FL
1-Aug-03	FL
1-Sep-03	FL
1-Oct-03	FL
1-Nov-03	FL
1-Dec-03	FL
1-Jan-04	FL
1-Feb-04	FL
1-Mar-04	FL
1-Арг-04	FL
1-May-04	FL
1-Jun-04	FL
1-Jul-04	FL
1	

REDACTED

BILL DATE	STATE	AGREEMENT AMOUNT RILLED AMOUNT WARIANG
1-Aug-04	FL	
1-Sep-04	FL	
1-Oct-04	FL	
1-Nov-04	FL	
1-Dec-04	FL	
1-Jan-05	FL	
1-Feb-05	FL	
1-Mar-05	FL	
1-Apr-05	FL	
1-May-05	FL	
1-Jun-05	FL	
1-Jul-05	FL	
1-Aug-05	FL	
1-Sep-05	FL	
30-Sep-05	FL	
1-Oct-05	FL	
1-Nov-05	FL.	
1-Dec-05	FL	
1-Jan-06	FL	
1-Feb-06	FL	
1-Mar-06	FL	
1-Apr-06	FL	
1-May-06	` FL	
1-Jun-06	FL	
1-Jul-06	FL	
1-Aug-06	FL	
1-Sep-06	FL	
1-Oct-06	FL	
1-Nov-06	FL	
1-Dec-06	FL	
1-Jan-07	FL	
1-Feb-07 .	FL	
1-Mar-07	FL	
1-Apr-07	FL	
1-May-07	FL	
1-Jun-07	FL	
1-Jul-07	FL	
1-Aug - 07	FL	

BILL DATE	STATE	AGREEMENT
1-Sep-07	FL	
1-Oct-07	FL	
1-Nov-07	FL	
1-Dec-07	FL	
1-Jan-08	FL	
1-Feb-08	FL	
1-Mar-08	FL	
1-Apr-08	FL	
1-May-08	FL	
1-Jun-08	FL	
1-Jul-08	FL	
1-Aug-08	FL	
1-Sep-08	FL	
1-Oct-08	FL	

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Applied the AT&T TW Telecom agreement rates.
- 4) No rates provided for September 2003 through February 2004; used previous period's rates; will update once actual rate is received.
- 5) TW Telecom bills multiple states on an invoice; for BAN C1253XXFGB301 a FL intrastate percentage was created by looking at the month before & month after.

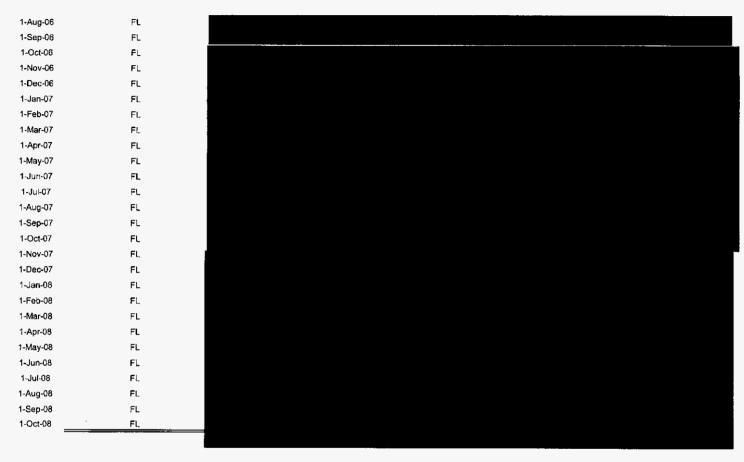
 That percentage is then applied to the Face Page amount to derive an intrastate amount.

REDACTED

FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE
	BILLED AMOUNT	AMOUNT	PERCENT
ELECTRONIC INVOICE TOTALS			
MANUAL INVOICE TOTALS			
TOTALS			

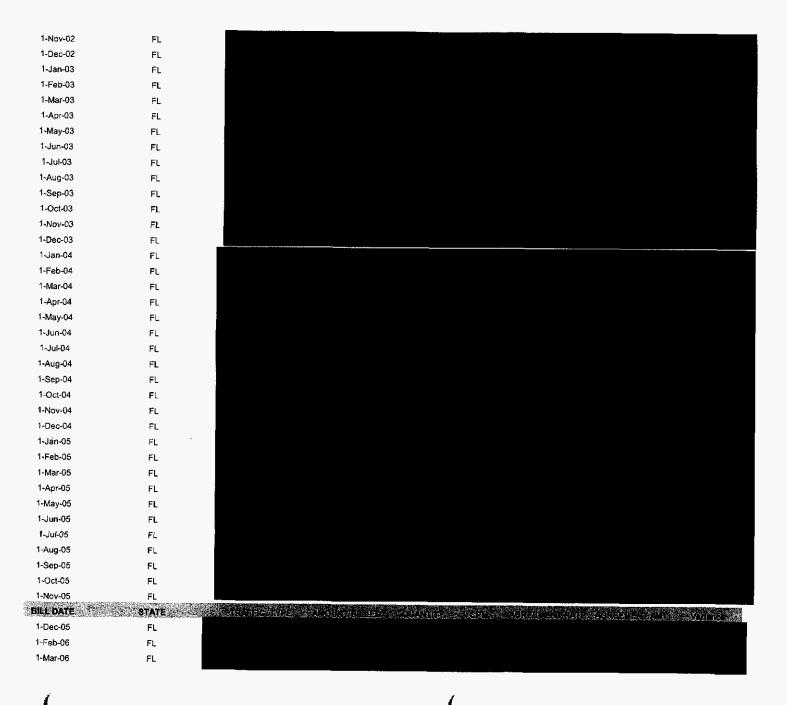
800 queries						
BILL DATE	STATE	. TRAFFIG. TYPE 2	AMOUNT BILLEGE	- CUANTITY	ep il	AGREENEST
1-Oct-03	FL					
1-Nov-03	FL					
1-Dec-03	FL					
1-Jan-04	FL					
1-Feb-04	FL					
1-Mar-04	FL					
1-Apr-04	FL.					
1-May-04	FL.					
1-Jun-04	FL					
1-Jul-04	FL					
1-Aug-04	FL					
1-Sep-04	FL					
1-Oct-04	FL					
1-Nov-04	FL					
1-Dec-04	FL					
1-Јап-05	FL					
1-Feb-05	FL					
1-Mar-05	FL					
- 1-Apr-05	FL ·					
1-May-05	FL					
1-Jun-05	FL					
1-Jul-05	FL					
1-Aug-05	FL					
1-Sep-05	FL					
1-Oct-05	FL					
1-Nov-05	FL					
1-Dec-05	FL					
1-Feb-06	FL					
1-Mar-06	FL					
1-Арг-06	FL					
1-May-06	FL					
1-Jun-06	FL					
BILL DATE	STATE	STRAFFIC TOTAL	WATERNATE TO BE	a language de la		S-27
1-Jul-06	FL					

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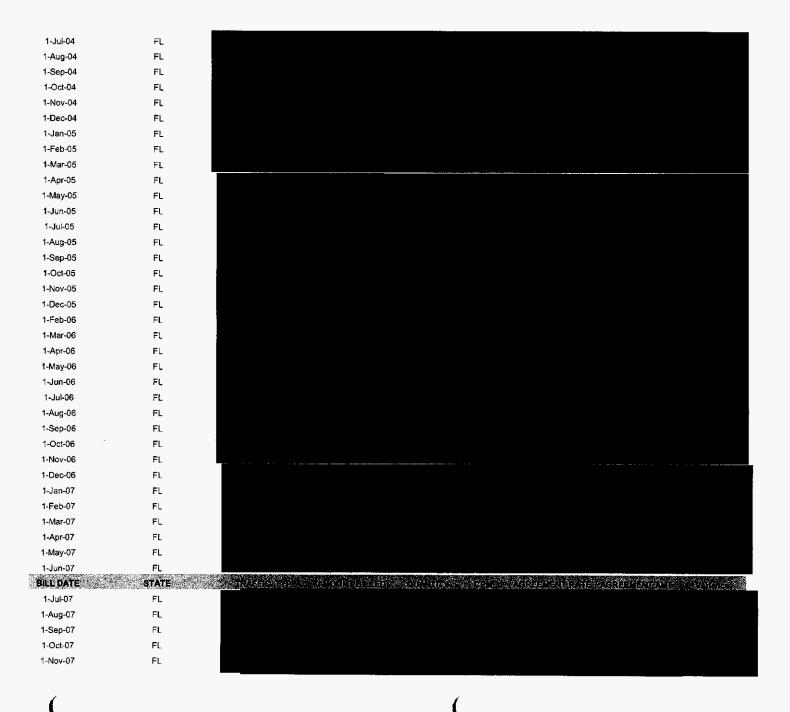


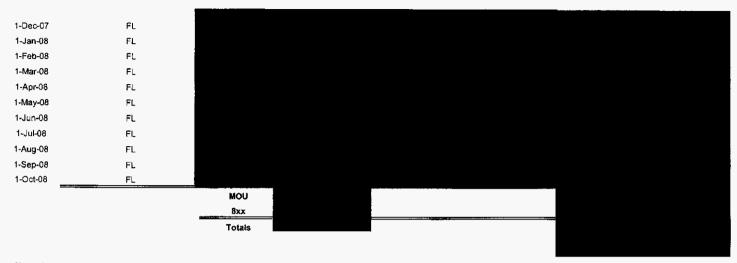
MOU

11.00		
BILL DATE	STATE	TRAFFIC TYPE: AMOUNT BILLED QUANTITY CPM AGREEMENT RATE AGREEMENT AMP VALUES
1-Jan-02	FL	
1-Feb-02	FL.	
1-Mar-02	FL	
1-May-02	FL	
1-Jun-02	FL	
1-Jul-02	FL	
1-Aug-02	FL	
BILL DATE	STATE	SENTERS CONCRETE DE L'ARTER DE L'EXPERTENCE DE L'EXPÉRIT DE L'ARTER DE L'ARTE
1-Sep-02	FL	
1-Oct-02	FL	









Manual	·	
BILL DATE	STATE	CALCULATED ITA
1-Mar-02	FL	
1-Apr-02	FL	
1-Jul-02	FL -	
1-Aug-02	FL	
1-Sep-02	FL	
1-Oct-02	FL	
1-Nov-02	FL.	
1-Dec-02	FL	
1-Jan-03	FL	
1-Feb-03	FL	
1-Mar-03	FL	
1-Apr-03	FL	
1-May-03	FL	
1-Jun-03	FL	
1-Jul-03	FL	
1-Aug-03	FL	
BILL DATE	STATE	CAC PACEAUTE SE SANT LESS VARIANT.
1-Sep-03	FL	
1-Oct-03	FL	
1-Nov-03	FL	
1-Dec-03	FL	
1-Jan-04	FL	
1-Feb-04	FL	

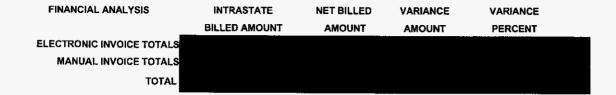
1-Mar-04	FL	
1-Apr-04	FL	
1-May-04	FL	
1-Jun-04	FL	
1-Jul-04	FL	
1-Aug-04	FL	
1-Sep-04	FL	
1-Oct-04	FL.	
1-Nov-04	FL	
1-Dec-04	FL	
1-Jan-05	FL	
1-Feb-05	FL	
1-Mar-05	FL	
1-Apr-05	FL	
1-May-05	FL	
1-Jun-05	FL	
1-Jul-05	FL	
1-Aug-05	FL	
1-Sep-05	FL	
1-Oct-05	FL	
1-Nov-05	FL	
1-Dec-05	FL	
1-Jan-06	FL	
1-Mar-06	FL	
1-Apr-06	FL	
1-May-06	FL	
1-Jun-06	FL	
1-Jul-06	FL	
1-Aug-06	FL	
1-Oct-06	FL	
1-Nov-06	FL	
1-Dec-06	FL	
BILL DATE	STATE	CANGUNATED ITA
1-Jan-07	FL	
1-Feb-07	FL	
1-Mar-07	FL	
1-Apr-07	FL	
1-May-07	FL	
1-May-07	FL	
1-Jun-07	FL	
1-Jul-07	FL	

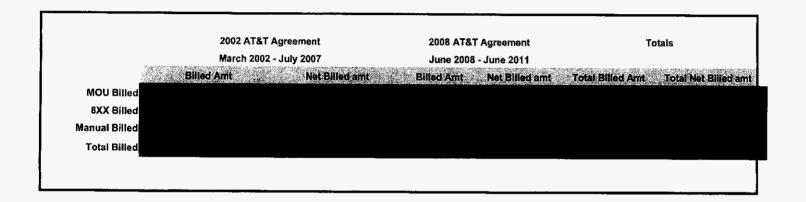
1-Aug-07	۴L	
1-Sep-07	FL	
1-Oct-07	FL	
1-Nov-07	FL	
1-Dec-07	FL	
1-Jan-08	FL	
1-Feb-08	FL	
1-Mar-08	FL	
1-Apr-08	FL	
1-May-08	FL	
1-Jun-08	FL	
1-Jul-08	FL	
1-Aug-08	FL	
1-Sep-08	FL	
1-Sep-08	FL	
1-Арг-02	FL	
1-May-02	FL	
30-Sep-05	FL	
1-Jan-06	FL	

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Applied the AT&T TW Telecom agreement rates.
- 4) No rates provided for September 2003 through February 2004; used previous period's rates; will update once actual rate is received.
- 5) TW Telecom bills multiple states on an invoice; for BAN C1253XXFGB301 a FL intrastate percentage was created by looking at the month before & month after.

 That percentage is then aplied to the Face Page amount to derive an intrastate amount.
 - Because of minimal billing on the remaining FL BAN, an average of all the FL intrastate was calculated and then applied to the Face Page Amount to derive an intrastate amount.

REDACTED





	2002 AT&T Agreement	2008 AT&T Agreement	Totals
_	March 2002 - July 2007	June 2008 - June 2011	
MOU variance			
8XX varaince			
Manual variance			
Total			
		<u> </u>	

REDACTED

BILL DATE	STATE ***	Calling all the second	NETAMOUNT FAGR	EEMENI NETAGRE IOUNTE LANGU	ement No sy variance
5-Apr-02	FL				
6-Apr-02	FL				
7-May-02	FL				
7-Jun-02	FL				
10-Jun- 02	FL				
9-Jul-02	FL				
10-Jul-02	FL				
6-Aug-02	FL				
7-Sep-02	FL				
9-Sep-02	FL				
4-Oct-02	FL				
3-Nov-02	FL				
6-Nov-02	FL				
7-Nov-02	FL				
3-Dec-02	FL				
5-Dec-02	FL				
6-Dec-02	FL :				
6-Jan-03	FL				
7-Jan-03	FL				
6-Feb-03	FL				
7-Feb-03	FL				
5-Mar-03	FL				
7-Apr-03	FL				
6-May-03	FL				
5-Jun-03	FL ;				
7-Jul-03	FL				
1-Aug-03	FL				
1-Sep-03	FL				
1-Oct-03	FL				
1-Nov-03	FL				
1-Dec-03	FL				
1-Jan-04	FL				

BILL DATE	STATE 12	NET AMOUNT AGREEMENT NET AGREEM AMOUNT EILLED AMOUNT AMOUNT	ENT VARIAN
1-Feb-04	FL	decimination in the Control of the C	TECHNOLOGIAN PROGRESS CONTRACTOR OF ALL SELF ALL SELF
1-Mar-04	FL		
1-Apr-04	FL		
1-May-04	FL		
1-Jun-04	FL		
1-Jul-04	FL		
1-Aug-04	FL		
1-Sep-04	FL		
1-Oct-04	FL		
1-Nov-04	FL		
1-Dec-04	FL		
1-Jan-05	FL		
1-Feb-05	FL		
1-Mar-05	FL		
1-Apr-05	FL		
1-May-05	FL		
1-Jun-05	FL		
1-Jul-05	FL		
1-Aug-05	FL		
1-Sep-05	FL		
1-Oct-05	FL		
1-Nov-05	FL		
1-Dec-05	FL		
1-Jan-06	FL		
1-Feb-06	FL		
1-Mar-06	FL		
1-Apr-06	FŁ		
1-May-06	FL		
1-Jun-06	FL		
1-Jul-06	FL		
1-Aug-06	FL		
1-Sep-06	FL		
1-Oct-06	FL		

BILL DATE	STATE	NET AMOUNT AGREEMENT NET AGREEMENT AMOUNT BILLED #5 AMOUNT VARIANCE
1-Nov-06	FL	
1-Dec-06	FL	
1-Jan-07	FL	
1-Feb-07	FL	
1-Mar-07	FL	
1-Apr-07	FL	
1-May-07	FL	
1-Jun-07	FL	
1-Jul-07	FL	
1-Jun-08	FL	
1-Jul-08	FL	
31-Jul-08	FL	
1-Aug-08	FL	
31-Aug-08	FL	
1-Sep-08	FL	
1-Oct-08	FL	
31-Oct-08	FL	
1-Nov-08	FL	
1-Dec-08	FL	
31-Dec-08	FL	
1-Jan-09	FL	
31-Jan-09	FL	
28-Feb-09	FL	
31-Mar-09	FL	
30-Apr-09	FL	
31-May-09	FL	
30-Jun-09	FL	
31-Jul-09	FL	
31-Aug-09	FL	
30-Sep-09	FL	
31-Oct-09	FL	
8-Dec-09	FL	
8-Jan-10	FL	

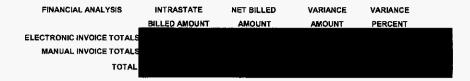
BILL DATE	STATE	NET AMOUNT AGREEMENT NET AGREEMENT AMOUNT BILLED: BILLED AMOUNT VARIANCE
8-Feb-10	FL	
8-Mar-10	FL	
8-Apr-10	FL	
8-May-10	FL	
8-Jun-10	FL	
8-Jul-10	FL	
8-Aug-10	FŁ	
8-Sep-10	FL	
8-Oct-10	FL .	
8-Nov-10	FL	
8-Dec-10	FL	
8-Јап-11	FL	
8-Feb-11	FL	
8-Mar-11	FL	
8-Apr-11	FL	
8-May-11	FL	
8-Jun-11	FL	

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Variance percentages were calculated and applied for each agreement period.
- 4) 100% of the minutes are tandem routed.
- 5) The average transport mileage for tandem routed traffic was 3 miles for both agreements.
- 6)
- 7) Applied the 2002 US LEC-AT&T agreeement rates from March 2002 through July 2007.

Applied a proxy and the control of the 2008 PAETEC/US LEC-AT&T agreement rates from June 2008 through June 2011.

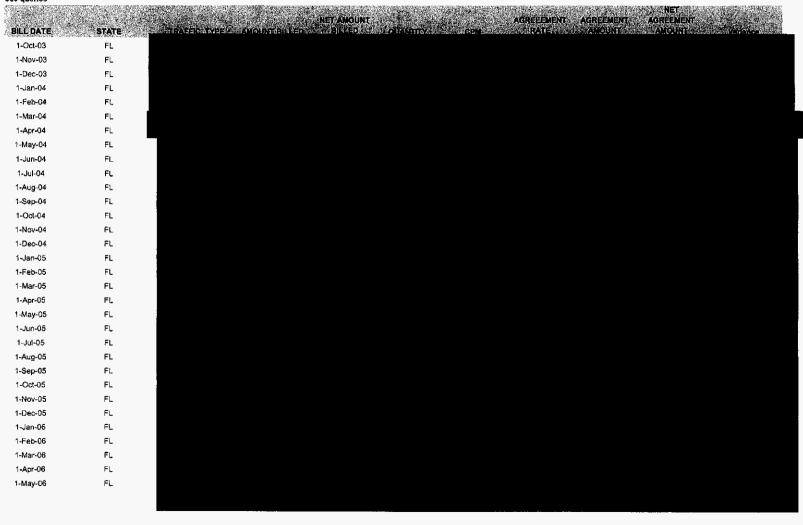
- 8) For the time period prior to the QCC-US LEC settlement, the billed amount is reduced by to avoid overlapping with the settlement.
- 9) For the time period after the settlement, the billed amount is reduced by

Docket No. 090538-TP US LEC Overcharge Analysis Detail Exhibit DAC-28, Page 1 of 9



2nd AT&T Agreement rates

800 queries

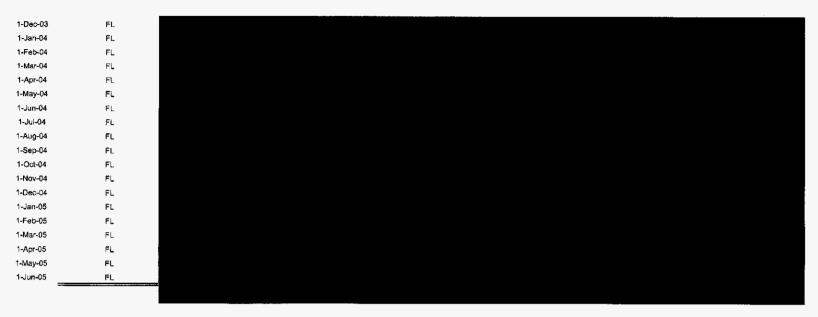


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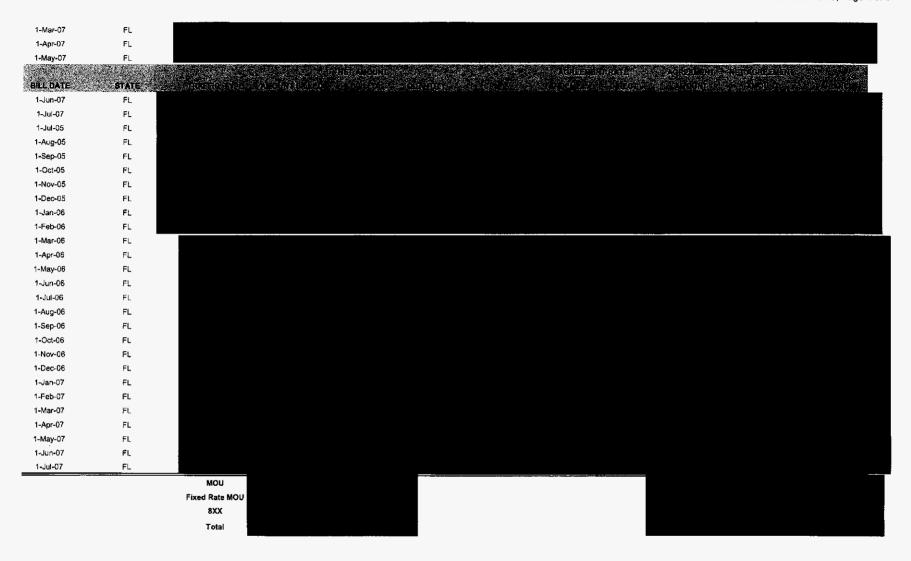
Fixed Rate - MOU

Fixed Rate - MOU		
BILL DATE	STATE	HETANOMY COMMITTED AND ACREMENT NO ACREMEN
1-Oct-03	FL	
1-Nov-03	£L	
1-Dec-03	FL	
1-Jan-04	FL	
BILL DATE	STATE	ACREENENT ACREENENT ARTAGREGIER SE ACCIONTANTA CONTRACTOR ACCIONATION OF ACCIONATION ACCIONATICA ACCIONATICA ACCIONATICA ACCIONATICA ACCIONATICA ACCIONATICA ACCIONAT
1-Feb-04	FL	
1-Mar-04	FL	
1-Apr-04	FL	
1-May-04	FL	
1-Jun-04	. FL	
1-Jul- 04	FL	
1-Aug-04	FL	
1-Sep-04	F∟	
1-Oct-04	FL	
1-Nov-04	FL	
1-Dec-04	FL	
1-Jan-05	FL	
1-Feb-05	FL	
1-Mar-05	FL	
1-Apr-05	FL	
1-May-05	FL	
1-Jun-05	FL	
1-Oct-03	FL	
1-Nov-03	FL	



MOU	

MOU		
BILL DATE	STATE	NET AMOUNT AGREEMENT RATE AGREEMENT NET AGREEMENT TRAFFIC TYPE AMOUNT BILLED QUANTITY CPN TANDEM DIRECT AMOUNT AMOUNT "VARIANCE"
1-Jul-05	FL	
1-Aug-05	FL	
1-Sep-05	FL	
1-Oct-05	FL	
1-Nov-05	FL	
1-Dec-05	FL ,	
1-Jan-06	FL	
1-Feb-06	FL	
1-Mar-06	FL	
1-Apr-06	FL	
1-May-06	FL	
1-Jun-06	FL	
1-Jul-06	FL	
1-Aug-06	FL	
1-Sep-06	FL	
1-Oct-06 1-Nov-06	FL FL	
1-Nov-06	FL FL	
1-Jan-07	FL	
1-Feb-07	FL	
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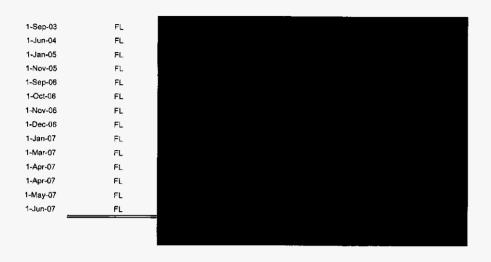


Manual

BILLIDATE	STATE	
6-Apr-02	FL	
5-Apr-02	FL	
5-Apr-02	FL	

7-May-02	FL			
10-Jun-02	FL			
7-Jun-02	FL			
7-Jun-02	FL			
9-Jul-02	FL			
9-Jul-02	FL			
10-Jul-02	FL			
6-Aug-02	FL			
6-Aug-02	FL			
9-Sep-02	FL			
7-Sep-02	FL			
7-Sep-02	FL			
4-Oct-02	FL			
4-Oct-02	FL			
4-Oct-02	FL			
3-Nov-02	FL			
6-Nov-02	FL			
7-Nov-02	FL			
3-Dec-02	FL			
6-Dec-02	FL			
5-Dec-02	FL,			
6-Jan-03	FL			
7-Jan-03	FL			
7-Feb-03	FL			
6-Feb-03	FL			
6-Feb-03	FL			
			NEW YEAR OF THE PARTY OF THE PA	

BILL DATE +	STATE	NE FACETROE ROALCUPATENTA POACCUPATENTA PARENTE TO TOTAL PARENTE
5-Mar-03	PL	
5-Mar-03	FL .	
5-Mar-03	FL	
7-Apr-03	۴L	
7-Apr-03	FL	
7-Apr-03	FL	
6-May-03	FL	
6-May-03	FL	
6-May-03	FL	
5-Jun-03	FL	
5-Jun-03	FL	
7-Jul-03	FL	
7-Jul-03	FL	
1-Aug-03	FL	
1-Aug-03	FL	
1-Sep-03	FL.	



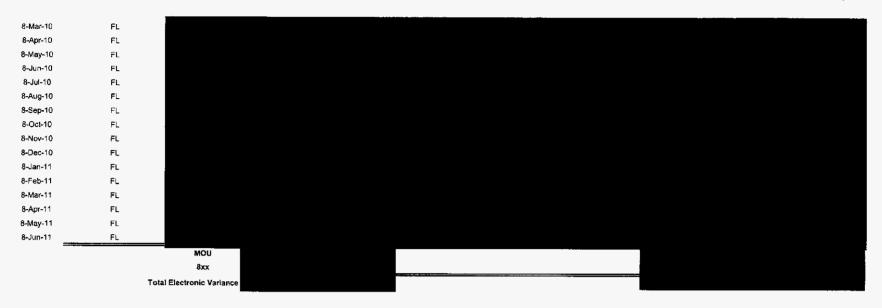
3rd PAETEC AT&T Agreement rates

800 queries		NET.
		NET.AMOUNT AGREEMENT AGREEMENT AGREEMENT
BILL DATE	STATE	TRAFFIC TYPE AMOUNT BILLED QUANTITY CPM RATE AMOUNT AMOUNT Variance
31-May-09	FL	
30-Jun-09	FL	
31-Jul-09	FL	
31-Aug-09	FL	
30-Sep-09	FL	
31-Oct-09	FL	
8-Dec-09 -	FL	
8-Jan-10	FL	
8-Feb-10	FL	
8-Mar-10	FL	
8-Apr-10	FL	
8-May-10	FL	
8-Jun-10	FL	
8-Jui-10	FL	
8-Aug-10	FL	
8-Sep-10	FL	
8-Oct-10	FL	
8-Nov-10	FL	
8-Dec-10	FL	
8-Jan-11	FL	
8-Feb-11	FL	

8-Mar-11	FL				
8-Apr-11	FL				
8-May-11	FL				
8-Jun-11	FL				

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BILL DATE		NET AMOUNT. AGREEMENT PATE AGREEMENT NET AGREEMENT TRAFFIC TIVE AMOUNT HILLED QUANTITY CPM, YANDEN DIRECT ANOUNT MANOUNT VARIANCE.
31-May-09	FL	
30-Jun-09	FL	
31-Jul-09	FL	
31-Aug-09	۴L	
30-Sep-09	FL	
31-Oct-09	FL	
8-Dec-09	FL	
8-Jan-10	FL	
8-Feb-10	FL	
8-Mar-10	FL	
8-Apr-10	FL	
8-May-10	FL	
8-Jun-10	FL	
8-Jul-10	FL	
8-Aug-10	FL	
8-Sep-10	FL	
8-Oct-10	FL	
8-Nov-10	FL	
8-Dec-10	FL	
8-Jan-11	FL _.	
8-Feb-11	FL	
8-Mar-11	FL	
8-Apr-11	FL	
8-May-11	FL	
8-Jun-11	FL	
31-May-09	FL FL	
30-Jun-09 31-Jul-09	FL. FL	
31-Aug-09	FL FL	
30-Sep-09	FL	
30-Sep-09 31-Oct-09	FL	
8-Dec-09	FL	
8-Jan-10	FL	
8-Feb-10	FL	
- · · ·	. =	



Manual		
		NET FACE PAGE - CALCULATED ITAL I CALCULATED
BILLDATE	STATE	AMOUNT AMOUNT VARIANCE
01-Jul-07	FL	
01-Jun-08	FL	
01-Jul-08	FL	
31-Jul-08	FL	
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01-Sep-08	۴L	
01-Oct-08	FL	
01-Nov-08	FL	
31-Oct-08	FL	
01-Dec-08	FL	
31-Dec-08	FL	
01-Jan-09	FL	
31-Jan-09	FL	
31-Jan-09	FL	
28-Feb-09	FL	
28-Feb-09	FL	
31-Mar-09	FL	

30-Apr-09	FL	
30-Apr-09	FL	
08-Mar-10	FL	
08-Nov-10	FL	
08-Feb-11	FL	
08-Mar-11	FL	
08-Apr-11	FL	
08-May-11	₹L	
08-Jun-11	FL	
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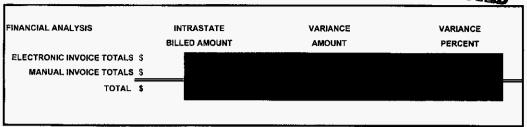
- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices,
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Variance percentages were calculated and applied for each agreement period.
- 4) 100% of the minutes are tandem routed.
- 5) The average transport mileage for tandem routed traffic was 3 miles for both agreements.
- 6)
- 7) Applied the 2002 US LEC-AT&T agreeement rates from March 2002 through July 2007.

Applied a proxy state of the 2008 PAETEC/US LEC-AT&T agreement rates from June 2008 through June 2011.

- 8) For the time period prior to the QCC-US LEC settlement, the billed amount is reduced by
- 9) For the time period after the settlement, the billed amount is reduced by

Docket No. 090538-TP Windstream NuVox Overcharge Analysis Summary Exhibit DAC-29, Page 1 of 6

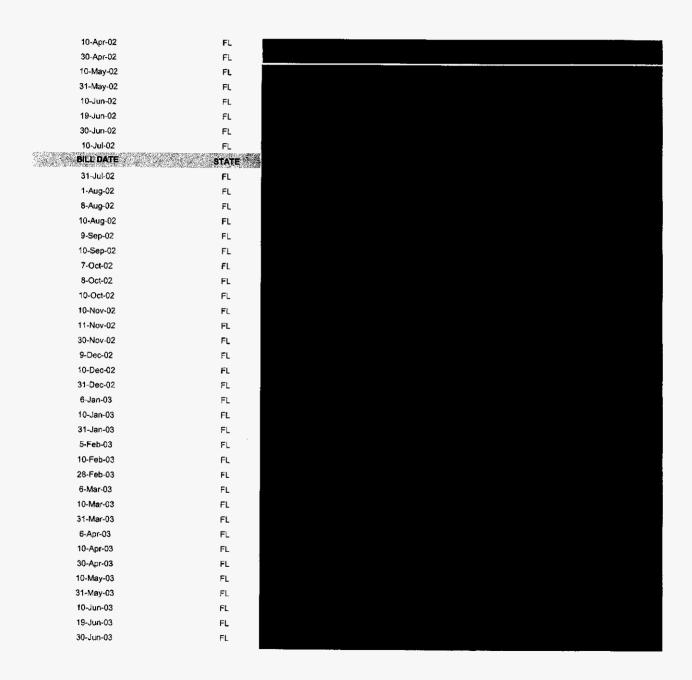
REDACTED



	Nuvox AT&T Agreement	Newsouth AT&T Agreement	Nuvox AT&T Agreement	TOTALS
	January 2002 - January 2005	February 2005 - May 2010	June 2010 - March 2012	
MOU BILLED AMT	\$			
8XX BILLED AMT	\$			
MANUAL BILLED AMT	\$			
TOTAL BILLED AMT	\$			
	Nuvox AT&T Agreement	Newsouth AT&T Agreement	Nuvox AT&T Agreement	TOTALS
	January 2002 - January 2005	February 2005 - May 2010	June 2010 - March 2012	
MOU VARIANCE	\$			· ·
8XX VARIANCE	\$			
MANUAL VARIANCE	\$			
TOTAL	\$			

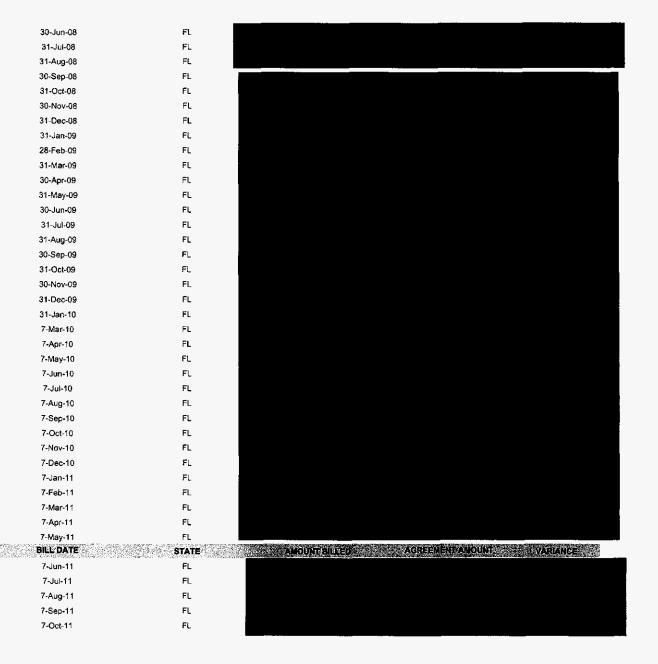
BILL DATE	STATE	AMOUNT BILLED AGREEMENT ANGUNT VARIANCE
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10-Feb-02	FL	
28-Feb-02	FL :	
10-Mar-02	۴Ļ	
31-Mar-02	FL	

REDACTED









Docket No. 090538-TP Windstream NuVox Overcharge Analysis Summary Exhibit DAC-29, Page 6 of 6

7-Nov-11	Fl.
7-Dec-11	FL
7-Jan-12	FL
7-Feb-12	FL
7-Mar-12	FL
	1

ASSUMPTIONS

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Variance percentages were calculated and applied for each agreement period.
- 4) 100 00% of the minutes are tandem routed.
- 5) The average transport mileage for tandem routed traffic was 11 miles.
- 01
- 7) Applied Nuvox AT&T agreement rates from November 2001 December 2005.
- 8) Applied the Nuvox MCI agreement rates from January 2006 February 2010.
- 9) Applied the Nuvox AT&T agreement rates from March 2010 March 2012.

Docket No. 090538-TP Windstream NuVox Overcharge Analysis Detail Exhibit DAC-30, Page 1 of 10

BILLED AMOUNT AMOUNT PERCENT ELECTRONIC INVOICE TOTALS \$	FINANCIAL ANALYSIS	INTRASTATE	VARIANCE	VARIANCE	
ELECTRONIC INVOICE TOTALS \$		BILLED AMOUNT	AMOUNT	PERCENT	
	ELECTRONIC INVOICE TOTALS \$				
MANUAL INVOICE TOTALS \$	MANUAL INVOICE TOTALS \$				
TOTAL \$	TOTAL \$				

1st Nuvox AT&T Agreement

800 queries	
BILL DATE	STATE TRAFFIC TYPE AMOUNT BELLET OVANTITY CPM AGREEMENT RATE AGREEMENT AMOUNT VA
10-Feb-02	FL
10-Mar-02	FL
10-Apr-02	FL
10-May-02	FL FL
10-Jun-02	FL .
10-Jul-02	FL
10-Aug-02	FL
10-Sep-02	FL
10-Oct-02	FL .
10-Nov-02	FL
10-Dec-02	FL
10-Jan-03	FL FL
10-Feb-03	FL FL
10-Mar-03	FL
10-Apr-03	FL FL
10-May-03	FL
10-Jun-03	FL.
10-Jul-03	FL FL
10-Aug-03	PL PL
10-Sep-03	FL
10-Feb-04	FL
10-Mar-04	FL
10-Apr-04	FL FL
10-May-04	FL
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10-Sep-04	PL
10-Oct-04	FL

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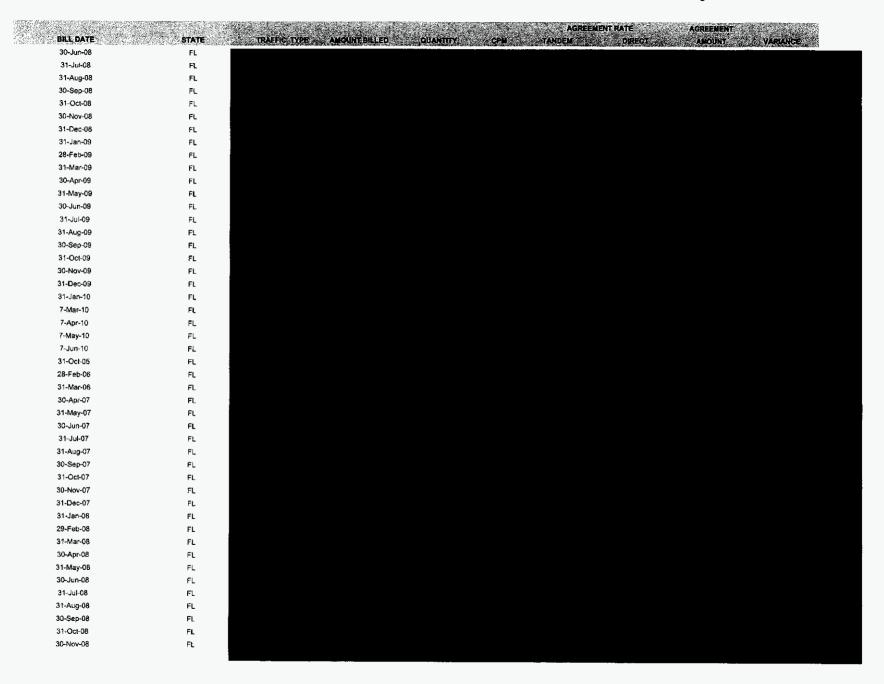
BRL: DATE	STATE	AGREEMENT RATE AGREEMENT Traffic type : amount queled quantity com tandem y direct amount variance
10-Feb-02	FL	
10-Mar-02	FL	
31-Mar-02	FL	

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Docket No. 090538-TP Windstream NuVox Overcharge Analysis Detail Exhibit DAC-30, Page 2 of 10

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10-July 22 FL 10-Page 22 FL 10-Page 22 FL 10-Page 22 FL 10-Page 23 FL 10-Page 24 FL 10-Page 25 FL 10-Page 25 FL 10-Page 26 FL 10-Page 27 FL 10-Page 27 FL 10-Page 27 FL 10-Page 27 FL 10-Page 28 FL 10-Page 28 FL 10-Page 28 FL 10-Page 28 FL 10-Page 29 FL 10						
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10-Apr-03 FL 10-May-03 FL						
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	-104	AGREEMENT RATE AGREEMENT
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10-Aug-03	FL	
10-Sep-03	FL	
10-Feb-04	FL	
10-Mar-04	FL -	
10-Apr-04	FL	
10-May-04	FL	
10-Jun-04	FL -	
10-Jul-04	FL	
10-Aug-04	FL	
10-Sep-04	FL FL	
10-Oct-04	T. C.	
		Newsouth AT&T Agreement
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31-Oct-05	FL	
7-Mar-10	FL.	
7-Apr-10	FL	
7-May-10	FL	
7-Jun-10	FL	
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BILL DATE	STATE TR	YAOREENKYT RATE AGREENEYT AEEG TYRE -Amount billed gyaktiiy gan tanden direct amount variange
31-Oct-05	FL	
28-Feb-06	FL	
31-Mar-06	FL	
30-Apr-07	FL	
31-May-07	FL	
30-Jun-07	FL	
31-Jul-07	FL	
31-Aug-07	FL	
30-Sep-07	FL	
31-Oct-07	FL	
30-Nov-07	FL	
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31-May-08	FL	



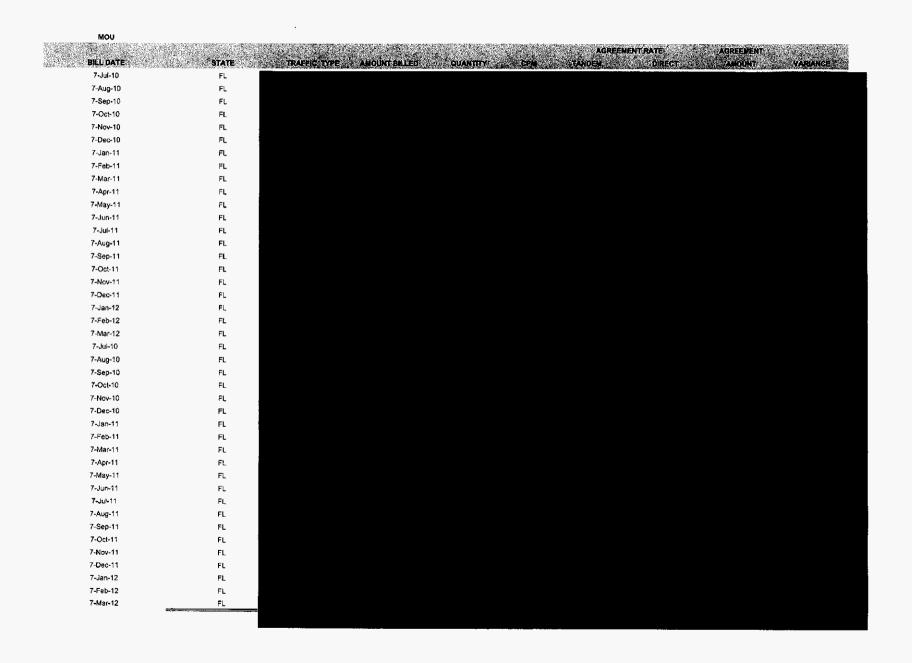
Docket No. 090538-TP

Windstream NuVox Overcharge Analysis Detail Exhibit DAC-30, Page 5 of 10

31-Dec-06 FL 31-Jan-09 FL 28-Feb-09 FL 31-Mar-09 FL 31-May-09 FL 31-May-09 FL 31-Jul-09 FL 31-Jul-09 FL 31-Jul-09 FL 31-Jul-09 FL 31-Dec-09 FL 31-Dec-09 FL 31-Jan-10 FL 7-Mar-10 FL 7-May-10 FL 7-Jun-10 FL	BILLDATE	STATE	AGREEMENT RATE AGREEMENT TRAFFIG TYPE AMOUNT BELED QUANTITY CPM: TANDEM DIRECT AMOUNT, VARIANCE
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7-May-10 FL	7-Mar-10	۴L	
	7-Apr-10		
7-Jun-10 FL	7-May-10	FL	
	7-Jun-10	FL	

2nd Nuvox AT&7 Agreement

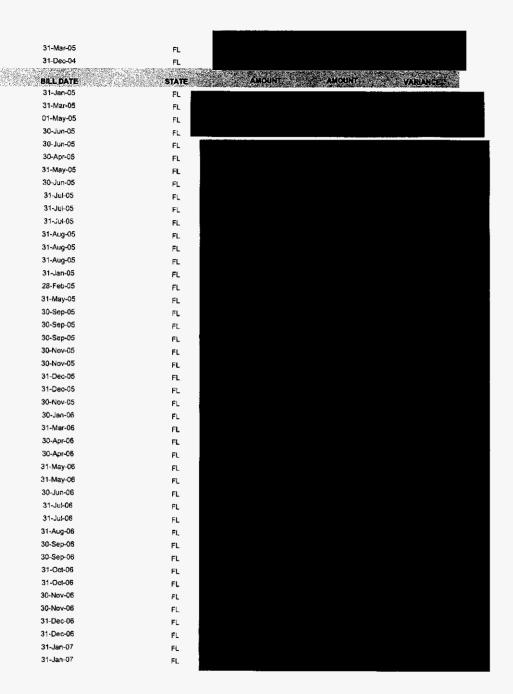
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BILLDATE	STATE	FIG TYPE AMOUNT BILLED	QUANTITY CPM	AGREEMENT RATE AGREEME	YT AMOUNT VARIANCE
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7-Oct-10	FL				
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7-Dec-10	FL				
7-Jan-11	FL				
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BILL DATE	STATE 💆	FACE PAGE CALCULATED FAR ANOUNT AROUNT VARIANCES.
10-Jan-02	FL	
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30-Apr-02	FL	
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31-Jul-03	FL	

Docket No. 090538-TP Windstream NuVox Overcharge Analysis Detail Exhibit DAC-30, Page 8 of 10

31-Jul-03	FL	out State and the state of the	CONTROL IN A CASE A STATE A STATE OF THE CONTROL OF
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31-Aug-03	FL		
10-Oct-03	FL		
30-Sep-03	FL		
31-Oct-03	FL		
30-Sep-03	FL		
31-Oct-03	FL		
10-Nov-03	FL		
30-Nov-03	FL		
10-Dec-03	FL		
30-Nov-03	FL		
31-Dec-03	FL		
10-Jan-04	FL		
31-Dec-03	FL		
31-Jan-04	FL		
31-Jan-04	FL		
29-Feb-04	FL		
31-Mar-04	FL		
30-Apr-04	FL		
30-Apr-04	FL		:
31-Mar-04	FL		
31-May-04	FL		
30-Jun-04	FL		
19-Jun-04 31-May-04	FL 		
31-Jul-04	FL 		
31-Aug-04	FL		
31-Aug-04	FL FL		
30-Sep-04	rı. Fl		
31-Oct-04	FL		
30-Sep-04	FL		
31-Jul-04	FL		
30-Nov-04	FL		
29-Sep-04	FL		
31-Oct-04	FL		
30-Nov-04	FL		
10-Dec-04	FL		
31-Dec-04	FL		
31-Dec-04	FL		
31-Jan-05	FL		
10-Nov-04	FL		
28-Feb-05	FL		
31-Mar-05	FL		
30-Apr-05	FL		
31-May-05	FL		
28-Feb-05	FL		



Docket No. 090538-TP Windstream NuVox Overcharge Analysis Detail Exhibit DAC-30, Page 9 of 10

28-Feb-07	FL	
28-Feb-07	FL	
31-Mar-07	FL	
BILL DATE		AMOUNTS SAMOUNT VARIANCES
31-Mar-07	And the same of th	(AMOUNT) SA AMOUNT) SVARIANCE S
30-Apr-07	FL :	
31-May-07	FL	
30-Jun-07		
31-Jul-07	FL	
31-Aug-07	FL	
30-Sep-07	FL	
31-Oct-07	FL	
29-Feb-08	FL	
	FL	
31-May-08 30-Jun-08	FL	
	FL	
31-Jul-08	FL	
31-Aug-08	FL	
30-Sep-08	FL	
31-Dec-08	FL	
31-Jan-09	FL	
28-Feb-09	FL	
30-Apr-09	FL	
31-Jul-09	FL	
31-Aug-09	FL	
30-Nov-09	FL	
31-Dec-09	FL	
31-Jan-10	FL	
07-Aug-11	FL	
07-Nov-11	FL	

- 1) The percentage intrastate usage charges of total usage is the same for manual invoices as for electronic invoices.
- 2) The percentage variance when applying the contract rate is the same for manual invoices as for electronic invoices.
- 3) Variance percentages were calculated and applied for each agreement period.
- 4) 100.00% of the minutes are tandem routed.
- 5) The average transport mileage for tandem routed traffic was 11 miles.
- 6)
- 7) Applied Nuvox AT&T agreement rates from November 2001 December 2005.
- 8) Applied the Nuvox MCI agreement rates from January 2006 February 2010.
- 9) Applied the Nuvox AT&T agreement rates from March 2010 March 2012.

Docket No. 090538-TP Windstream NuVox Overcharge Analysis Detail Exhibit DAC-30, Page 10 of 10