



CenturyLink™

September 24, 2012

VIA HAND DELIVERY

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

REDACTED

RECEIVED - FPSC
12 SEP 24 AM 11:40
COMMISSION
CLERK

Re: Docket No. 090538-TP - AMENDED COMPLAINT OF QWEST COMMUNICATIONS COMPANY, LLC AGAINST MCIMETRO ACCESS TRANSMISSION SERVICES (D/B/A VERIZON ACCESS TRANSMISSION SERVICES); TW TELECOM OF FLORIDA, L.P.; GRANITE TELECOMMUNICATIONS, LLC; BROADWING COMMUNICATIONS, LLC; BIRCH COMMUNICATIONS, INC.; BUDGET PREPAY, INC.; BULLSEYE TELECOM, INC.; DELTACOM, INC.; ERNEST COMMUNICATIONS, INC.; FLATEL, INC.; NAVIGATOR TELECOMMUNICATIONS, LLC; PAETEC COMMUNICATIONS, INC.; SATURN TELECOMMUNICATIONS SERVICES, INC. D/B/A EARTHLINK BUSINESS; US LEC OF FLORIDA, LLC; WINDSTREAM NUVOX, INC.; AND JOHN DOES 1 THROUGH 50, FOR UNLAWFUL DISCRIMINATION.

Dear Ms. Cole:

Enclosed for filing in the above referenced docket are the original and fifteen (15) copies of CenturyLink QCC's Motion for Leave to File Surrebuttal Testimony. Also enclosed are the Surrebuttal Testimony and Exhibits of Derek Canfield (redacted) that are the subject of and attachments to the motion.

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

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

COM 5 Sincerely,

AFD _____
APA _____
ECO _____
ENG _____

Susan S. Masterton

GCL 8 Enclosures

IDM _____
TEL 1 _____
CLK 1 _____

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DOCUMENT NUMBER-DATE

06416 SEP 24 12

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE
DOCKET NO. 090538-TP**

I hereby certify that a true and correct copy of the foregoing has been served upon the following by electronic mail, Overnight Mail and *Hand Delivery on this 24th day of September, 2012.

<p>*Florida Public Service Commission Theresa Tan Office of General Counsel 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 ltan@psc.state.fl.us</p>	<p>*Division of Regulatory Analysis Jessica Miller Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 JEMiller@psc.state.fl.us</p>
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<p>BullsEye Telecom, Inc. David Bailey 25925 Telegraph Road, Suite 210 Southfield, MI 48033-2527 dbailey@bullseyetelecom.com</p>	<p>*Broadwing Communications, LLC Rutledge Law Firm Marsha E. Rule 119 South Monroe Street, Suite 202 Tallahassee, FL 32302 marsha@reuphlaw.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>
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Susan S. Masterton
Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Amended Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Verizon Access Transmission Services); tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Budget Prepay, Inc.; BullsEye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; Saturn Telecommunication Services, Inc. d/b/a Earthlink Business; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP

DATED: September 24, 2012

QWEST COMMUNICATIONS COMPANY, LLC'S MOTION FOR LEAVE TO FILE SURREBUTTAL TESTIMONY AND EXHIBITS

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("QCC"), by and through its undersigned counsel, files this Motion for Leave to File Surrebuttal Testimony and Exhibits, in accordance with Rules 28-106.204 and 28-106.211, Florida Administrative Code. In support of this request, QCC states as follows:

1. This proceeding was initiated by QCC's Complaint filed against the Respondent CLECs for unlawfully charging QCC discriminatory intrastate switched access rates in violation of Florida law and the CLECs' price lists.
2. In its initial Order Establishing Procedure (Order No. PSC-12-0048-PCO-TP) ("Procedural Order"), the Commission established a schedule allowing for two simultaneous rounds of testimony by all parties. QCC had filed a Motion requesting sequential rounds of testimony, including surrebuttal testimony, however, that Motion was denied on the basis that the two simultaneous rounds "effectively offers all parties

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the ability to address through rebuttal any issues raised in direct testimony” and that “this procedure will result in a more efficient hearing process.” Procedural Order at footnote 5.

3. QCC and the Respondent CLECs have timely filed their Direct and Rebuttal Testimonies in accordance with the Procedural Order.
4. For Direct Testimony, the Respondent CLECs jointly filed the Direct Testimony of Don J. Wood. In addition to raising several quasi-legal and policy arguments concerning the Florida law and regulatory requirements related to CLECs’ pricing of switched access services, Mr. Wood’s testimony makes general arguments regarding the various Respondent CLECs contracts and pricing, and postulates generally about why QCC is not similarly situated to the IXCs who benefitted from the CLECs’ discriminatory pricing. However, Mr. Wood’s testimony fails to address specific facts about any particular Respondent CLEC’s pricing or contracts. Subsequently, in the Rebuttal Testimony round, the individual Respondent CLECs submitted company witnesses providing specific testimony related to the individual CLEC’s contracts and charges.¹
5. In the case of Broadwing, the testimonies submitted by its specific company witnesses, Greene and Collins, have raised factual matters not previously considered by QCC. Put another way, QCC’s understanding of certain fundamental facts changed as a result of assertions raised by Broadwing’s witnesses.² As a result, QCC believes it is necessary to

¹ See, Rebuttal Testimonies of Rochelle D. Jones (tw telecom), Peter K. LaRose (BullsEye), Mack D. Greene (Broadwing) and Brad N. Collins (Broadwing). An exception to this was Verizon whose company witness, Peter J. Reynolds, submitted both Direct and Rebuttal Testimony.

² In particular, as is clear from QCC’s Direct Testimony, QCC was under the impression that it was still being billed by Focal, a company Broadwing acquired years ago and QCC thus focused on Focal agreements and billings. In fact, counsel for QCC explained that understanding to counsel for Broadwing many months (possibly years) ago, and Broadwing did not correct QCC’s impression that it was being billed by Focal. Not until QCC received Broadwing’s Rebuttal Testimony did QCC firmly understand that Focal ceased operating years ago and that the relevant billings were actually being provided by Broadwing (under the former Focal OCN). This revelation necessitates re-focusing the Commission’s attention to Broadwing’s agreements and billings. The Surrebuttal

modify the overcharge calculation it provided in Derek Canfield's Direct Testimony to establish a clear factual record in this case. To ensure that the Commission has a complete record upon which to base its decision, QCC requests leave to file brief Surrebuttal Testimony to respond to the new matters raised by Broadwing in Rebuttal Testimony. QCC has included a redacted copy of the Surrebuttal Testimony and Exhibits it seeks to file with this Motion. Copies of the confidential portions will be filed under separate cover with the Clerk in accordance with the Commission's rules.

6. QCC's proposed Surrebuttal Testimony is limited to addressing the issues raised by Broadwing's witnesses as they pertain to QCC's overcharge calculation.³ Because these matters were raised in Broadwing's Rebuttal Testimony (and not in Direct Testimony, as footnote 5 of the Procedural Order appears to anticipate), surrebuttal testimony allows QCC to clarify the record as it pertains to the amount of Broadwing's overcharge. QCC's Motion is supported by the rules of procedure governing this proceeding, as well as Commission precedent.⁴ The Commission has traditionally granted similar requests to submit surrebuttal testimony as necessary to respond to new matters raised by other parties in the rebuttal round.⁵

Testimony proposed by QCC acknowledges and incorporates matters raised by Broadwing, and updates QCC's calculation of the Broadwing overcharge accordingly.

³ To be clear, QCC disputes many factual, legal and policy points raised by the various CLEC witnesses in this case, as well as numerous other points raised by Broadwing's witnesses. QCC will address these disputes at hearing and in post hearing brief. QCC's proposed Surrebuttal Testimony is not intended to be comprehensive, and is limited to clarifying the record as to the Broadwing overcharge calculation.

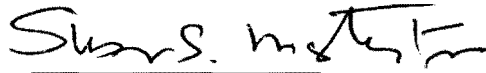
⁴ See, Rule 28-106.211, F.A.C., which authorizes the presiding officer to, among other things, issue any orders necessary to promote the just, speedy, and inexpensive determination of all aspects of the case.

⁵ See, for example, *In re: Petition to determine need for Florida EnergySecure Pipeline by Florida Power & Light Company*, Order No. PSC-09-0512-PCO-EI, issued July 21, 2009; *In re: Petition for rate increase by Peoples Gas System*, Order No. PSC-02-1613-PCO-EU issued November 21, 2002; *In re: Investigation into pricing of unbundled network elements (BellSouth track)*, Order No. PSC-01-2399_PCO-TP issued December 11, 2001.

7. While the Commission initially denied QCC's general request for an opportunity to file surrebuttal testimony, QCC believes that its request for limited surrebuttal to respond to new matters raised in Broadwing's Rebuttal Testimony is consistent with the Commission's prior ruling in the Procedural Order.
8. In the light of the specific circumstances described above, QCC believes that allowing the limited surrebuttal that QCC has requested will provide the Commission, the Staff and the other parties an opportunity to review this relevant evidence prior to the hearing and ultimately will expedite the process. No party, including Broadwing, is prejudiced by the filing of Surrebuttal Testimony. To the extent that Broadwing believes that it is necessary to conduct additional discovery related to the Surrebuttal Testimony and Exhibits, QCC would agree to respond in an expedited time frame to reasonable requests propounded by Broadwing.
9. Counsel has advised the parties of its intent to file this Motion. Broadwing has indicated that it objects to this Motion and reserves its right to file a response. Counsel for Windstream, Verizon, Deltacom, Saturn and tw telecom have indicated that their clients take no position on the Motion but reserve the right to respond after reviewing the Motion. QCC did not receive a response from counsel from other parties.

WHEREFORE, QCC respectfully requests that it be granted leave to file surrebuttal testimony in this matter and that the Commission accept the Surrebuttal Testimony and Exhibits of Derek Canfield.

Respectfully submitted this 24th day of September 2012.



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ATTORNEYS FOR QWEST COMMUNICATIONS
COMPANY, LLC D/B/A CENTURYLINK QCC

**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 Verizon Access Transmission Services); tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Budget Prepay, Inc.; BullsEye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; Saturn Telecommunications, Inc.; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP
Filed: September 24, 2012

SURREBUTTAL TESTIMONY OF DEREK CANFIELD

ON BEHALF OF

QWEST COMMUNICATIONS COMPANY, LLC

Filed: September 24, 2012

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION.**

2 My name is Derek Canfield. I am employed by TEOCO Corporation (TEOCO) as
3 Executive Director of Usage Audit and Analysis. My business address is 10955
4 Lowell Ave Ste 705, Overland Park, KS, 66210.

5 **Q. HAVE YOU FILED TESTIMONY IN THIS PROCEEDING?**

6 **A.** Yes, I filed Direct Testimony, Supplemental Direct Testimony and Rebuttal
7 Testimony in this docket.

8 **II. SURREBUTTAL**

9 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

10 **A.** I will briefly respond to the Rebuttal Testimony of Broadwing witnesses Brad Collins
11 and Mack Greene, and I will update QCC's overcharge analysis relative to
12 Broadwing based in large part on Mr. Collins' and Mr. Greene's Rebuttal Testimony.

13 **Q. HAVE YOU UPDATED QCC'S OVERCHARGE CALCULATION**
14 **REGARDING BROADWING?**

15 **A.** Yes, I have. I have attached hereto as Exhibits DAC-33 and DAC-34 QCC's revised
16 overcharge analyses as to Broadwing. Exhibit DAC-33 is a month-by-month
17 summary of the overcharge, while Exhibit DAC-34 provides a more granular analysis
18 and is divided by category (8XX database query, originating access, terminating
19 access), by month and by type of invoice (electronic or manual). Exhibits DAC-33
20 and DAC-34 replace Exhibits DAC-1 and DAC-2, which are attached to my Direct
21 Testimony.

22 **Q. WHY ARE REVISING YOUR BROADWING OVERCHARGE ANALYSIS?**

23 **A.** In their Rebuttal Testimony, Mr. Collins and Mr. Greene raise a number of issues that

1 required updating of my original overcharge analyses. Where I believe that
2 Broadwing's witnesses have raised valid issues, I felt it important to modify the
3 calculations earlier presented to the Commission.

4 **Q. PLEASE SUMMARIZE THE MODIFICATIONS YOU MADE TO YOUR**
5 **OVERCHARGE ANALYSIS.**

6 **A.** First, I modified the time period covered by the overcharge analysis to cease the
7 calculation as of October 2008, when the [REDACTED]
8 [REDACTED] See Exhibit MDG-9. Second, I modified the overcharge calculation by taking
9 into account certain credits issued by Broadwing to QCC arising out of billing
10 disputes. As a result, the principal amount of Broadwing's overcharge is reduced
11 from [REDACTED]

12 **Q. HAVE YOU MODIFIED YOUR CALCULATIONS REGARDING THE TIME**
13 **PERIOD DECEMBER 2001 – APRIL 2006?**

14 **A.** No. As a reminder, my original calculation of Broadwing's overcharge looked at two
15 distinct time periods. From [REDACTED]
16 [REDACTED] provided below price list rates for intrastate switched access to [REDACTED]
17 pursuant to the agreement attached to Mr. Easton's Direct Testimony as Exhibit
18 WRE-5A. For the latter period [REDACTED] my calculation relied on [REDACTED]
19 agreement with [REDACTED] a copy of which was attached to Mr. Easton's Direct
20 Testimony as Exhibit WRE-5B.

21 In his Rebuttal Testimony (page 17), Mr. Greene acknowledges that the [REDACTED]
22 [REDACTED] As such, I did not modify my
23 calculation of Broadwing's overcharge for this first time period.

24

1 Q. MR. GREENE TESTIFIES THAT FOCAL CEASED OPERATION IN 2005,
2 THAT ALL SERVICES WERE PROVIDED THEREAFTER UNDER
3 BROADWING'S OCN (8925) AND THAT THE FOCAL-SPRINT
4 AGREEMENT WAS SUPERSEDED BY A 2005 BROADWING-SPRINT
5 AGREEMENT. DID YOU TAKE THESE CHANGES INTO ACCOUNT IN
6 YOUR MODIFIED OVERCHARGE ANALYSIS?

7 A. Yes, although they make no practical difference. OCN 8925 was formerly associated
8 with Focal, and then changed (in name) to Broadwing. All the minutes identified in
9 my original overcharge analysis were associated with OCN 8925. Further, even
10 accepting that the [REDACTED] agreement was superseded by the [REDACTED]
11 agreement, the rate treatment [REDACTED]

12 [REDACTED]
13 Mr. Greene attaches the [REDACTED] agreement as Exhibit MDG-3 to his
14 Rebuttal Testimony. Section [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 Thus, while Mr. Greene goes to great lengths to state that the [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 Q. MR. COLLINS (AT PAGES 7-8 OF HIS REBUTTAL TESTIMONY) STATES
23 THAT QCC FAILED TO SUBTRACT FROM ITS OVERCHARGE
24 ANALYSIS AMOUNTS THAT WERE PREVIOUSLY CREDITED TO QCC

1 **FROM BROADWING. PLEASE RESPOND.**

2 **A.** I have modified the calculation to take into account the credits that were issued for
3 the wireless transit traffic dispute. For the purposes of settlement Broadwing and
4 QCC agreed that █ percent of the originating traffic during the dispute period was
5 transit traffic. I therefore reduced the billed amount for the originating traffic by █
6 percent to account for the disputed traffic.

7 **Q. MR. COLLINS (AT PAGES 8-9 OF HIS REBUTTAL TESTIMONY) STATES**
8 **THAT QCC FAILED TO ACCOUNT FOR THE FACT THAT QCC AND**
9 **SPRINT WERE CHARGED THE SAME RATE FOR TRANSIT SERVICES.**
10 **PLEASE RESPOND.**

11 **A.** Mr. Collins' criticism is not relevant. QCC's overcharge analysis never included
12 transit services that were billed at Broadwing's transit rate, and thus Mr. Collins'
13 criticism has no applicability. As indicated in the assumptions (number 9) in Exhibits
14 DAC-1 and DAC-2, only traffic originating from or terminating to Focal/Broadwing
15 end users was included in the analysis. That remains true in Exhibits DAC-33 and
16 DAC-34.

17 **Q. MR. COLLINS (AT PAGES 9-10 OF HIS REBUTTAL TESTIMONY) STATES**
18 **THAT QCC FAILED TO ACCOUNT FOR THE FACT THAT QCC AND**
19 **SPRINT WERE CHARGED THE SAME RATE FOR 800 DATABASE AND**
20 **ORIGINATING AND TERMINATING SWITCHED ACCESS. PLEASE**
21 **RESPOND.**

22 **A.** Mr. Collins' assertion is not supported by the █
23 █
24 █

1 [REDACTED]

2 QCC has asked Broadwing in discovery to provide invoices and other evidence
3 supporting Mr. Collins' assertions that QCC and Sprint were actually charged the
4 same rates. If such evidence is provided to QCC, and Mr. Collins's claims (which
5 appear inconsistent with [REDACTED]) are corroborated, QCC
6 would certainly be willing to further revisit its calculation.

7 **Q. DID YOU MODIFY YOUR CALCULATION TO ACCOUNT FOR MR.**
8 **COLLINS' CRITICISM (AT PAGE 11 OF HIS REBUTTAL TESTIMONY)**
9 **REGARDING YOUR APPLICATION OF AN ILEC RATE PROXY?**

10 **A.** No, I did not. Mr. Collins' statements are incorrect. On page 12 of my Direct
11 Testimony, I describe the composite rates that were calculated and the factors taken
12 into consideration when calculating the ILEC rate proxy for Broadwing. The
13 weighting of traffic by ILEC, weighted average mileage and percentage direct versus
14 tandem routed traffic are all factors considered in the calculation.

15 Mr. Collins also expresses concern that the ILEC rate changes that took place over
16 the agreement period may have not been considered when calculating the ILEC Rate
17 proxy. In discovery, QCC provided Broadwing working papers that reflected how the
18 ILEC rate proxy was calculated. The working papers demonstrate how the factors
19 mentioned previously, as well as the ILEC intrastate tariff rate changes that occurred
20 over the course of the agreement, were taken into consideration. In short, ILEC rate
21 changes were applied when calculating the ILEC rate proxy for Broadwing.

22 **Q. DID YOU MODIFY YOUR CALCULATION TO ACCOUNT FOR MR.**
23 **COLLINS' CRITICISM OF THE MANNER IN WHICH YOU CALCULATE**
24 **OVERCHARGES FOR INVOICES WHERE QCC LACKS ELECTRONIC**

1 **BILL DETAIL?**

2 **A.** No. QCC's proxies for manual invoices for which it lacks electronic details is
3 reasonable. I explained QCC's methodology in my Direct Testimony, and will not
4 repeat it here. I will note, however, that the data Mr. Collins looked at to test my
5 assumptions regarding the percentage of intrastate usage are based on a far smaller set
6 of invoices than I used and are farther in time from the relevant time period than I
7 used. I determined an intrastate usage proxy (for the manual bills received between
8 ████████████████████) by examining invoices from ██████████████████████████████
9 ██████████. On the other hand, Mr. Collins looked only at invoices from ██████████████████████████████
10 ██████████. I do not believe it would be appropriate to modify QCC's
11 overcharge calculation on the basis of Mr. Collins' criticism.

12 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

13 **A.** Yes.

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24

REDACTED

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

	AT&T Agreement December 2001 - April 2006		Sprint Agreement May 2006 - September 2008		Totals	
	Billed Amt	Net Billed amt	Billed Amt	Net Billed amt	Total Billed Amt	Total Net Billed amt
MOU Billed						
8XX Billed						
Manual Billed						
Total Billed						

	AT&T Agreement December 2001 - April 2006	Sprint Agreement May 2006 - September 2008	Totals
MOU variance			
8XX varaince			
Manual variance			
Total			

BILL DATE	STATE	AMOUNT BILLED	NET AMOUNT BILLED	AGREEMENT AMOUNT	NET AGREEMENT AMOUNT	VARIANCE
1-Feb-02	CA					
1-Mar-02	CA					
1-Apr-02	CA					
1-May-02	CA					
1-Jun-02	CA					

BIERDATE	STATE	AMOUNT BILLED	NET AMOUNT BILLED	AGREEMENT AMOUNT	NET AGREEMENT AMOUNT	AMOUNT	AMOUNT
1-Jul-02	CA						
1-Aug-02	CA						
1-Sep-02	CA						
1-Oct-02	CA						
1-Nov-02	CA						
1-Dec-02	CA						
1-Jan-03	CA						
1-Feb-03	CA						
1-Mar-03	CA						
1-Apr-03	CA						
1-May-03	CA						
1-Jun-03	CA						
1-Jul-03	CA						
1-Aug-03	CA						
1-Sep-03	CA						
1-Oct-03	CA						
1-Nov-03	CA						
1-Dec-03	CA						
1-Jan-04	CA						
1-Feb-04	CA						
1-Mar-04	CA						
1-Apr-04	CA						
1-May-04	CA						
1-Jun-04	CA						
1-Jul-04	CA						
1-Aug-04	CA						
1-Sep-04	CA						
2-Sep-04	CA						
1-Oct-04	CA						
2-Oct-04	CA						
1-Nov-04	CA						
2-Nov-04	CA						
1-Dec-04	CA						

BILL DATE	STATE	REPORTING PERIOD	NET AMOUNT BILLED	AGREED AMOUNT	NET AMOUNT PAID	VARIANCE
2-Dec-04	CA					
1-Jan-05	CA					
2-Jan-05	CA					
1-Feb-05	CA					
2-Feb-05	CA					
1-Mar-05	CA					
2-Mar-05	CA					
1-Apr-05	CA					
2-Apr-05	CA					
1-May-05	CA					
2-May-05	CA					
1-Jun-05	CA					
1-Jul-05	CA					
1-Aug-05	CA					
1-Sep-05	CA					
1-Oct-05	CA					
1-Nov-05	CA					
1-Dec-05	CA					
1-Jan-06	CA					
1-Feb-06	CA					
1-Mar-06	CA					
1-Apr-06	CA					
1-May-06	CA					
1-Jun-06	CA					
1-Jul-06	CA					
1-Aug-06	CA					
1-Sep-06	CA					
1-Oct-06	CA					
1-Nov-06	CA					
1-Dec-06	CA					
1-Jan-07	CA					
1-Feb-07	CA					
1-Mar-07	CA					

BILL DATE	STATE	AMOUNT BILLED	NET AMOUNT BILLED	AGREEMENT PERIOD	AMOUNT	AMOUNT	VARIANCE
1-Apr-07	CA						
1-May-07	CA						
1-Jun-07	CA						
1-Jul-07	CA						
1-Aug-07	CA						
1-Sep-07	CA						
1-Oct-07	CA						
1-Nov-07	CA						
1-Dec-07	CA						
1-Jan-08	CA						
1-Feb-08	CA						
1-Mar-08	CA						
1-Apr-08	CA						
1-May-08	CA						
1-Jun-08	CA						
1-Jul-08	CA						
1-Aug-08	CA						
1-Sep-08	CA						

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 percent variance applied to the manual invoices is from the time period the ILEC ITA rates were in effect.
- 4) Variance percentages were calculated and applied for each agreement period.
- 5) 100.00% of the minutes are tandem routed.
- 6) The average transport mileage for tandem routed traffic was 1 miles.
- 7) [REDACTED]
- 8) [REDACTED]
- 9) Only traffic originating from, or terminating to, Focal end users were included in this analysis.
- 10) [REDACTED]

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

AT&T Agreement

800 queries

BILL DATE	STATE	TRAFFIC TYPE	
1-Aug-04	FL	OTHR	
1-Sep-04	FL	OTHR	
2-Sep-04	FL	OTHR	
1-Oct-04	FL	OTHR	
2-Oct-04	FL	OTHR	
1-Nov-04	FL	OTHR	
2-Nov-04	FL	OTHR	
1-Dec-04	FL	OTHR	
2-Dec-04	FL	OTHR	
1-Jan-05	FL	OTHR	
2-Jan-05	FL	OTHR	
1-Feb-05	FL	OTHR	
2-Feb-05	FL	OTHR	
1-Mar-05	FL	OTHR	
2-Mar-05	FL	OTHR	
1-Apr-05	FL	OTHR	
2-Apr-05	FL	OTHR	
1-May-05	FL	OTHR	
2-May-05	FL	OTHR	
1-Jul-05	FL	OTHR	
1-Aug-05	FL	OTHR	
1-Sep-05	FL	OTHR	
1-Oct-05	FL	OTHR	
1-Nov-05	FL	OTHR	
1-Dec-05	FL	OTHR	
1-Jan-06	FL	OTHR	
1-Feb-06	FL	OTHR	
1-Mar-06	FL	OTHR	
1-Apr-06	FL	OTHR	

BILL DATE	STATE	TRAFFIC TYPE	
1-Aug-04	FL	ORIG	
1-Sep-04	FL	ORIG	
1-Oct-04	FL	ORIG	
1-Nov-04	FL	ORIG	
1-Dec-04	FL	ORIG	
1-Jan-05	FL	ORIG	
1-Feb-05	FL	ORIG	
1-Mar-05	FL	ORIG	
1-Apr-05	FL	ORIG	
1-May-05	FL	ORIG	

BILL DATE	STATE	STATUS
1-Jul-05	FL	ORIG
1-Aug-05	FL	ORIG
1-Sep-05	FL	ORIG
1-Oct-05	FL	ORIG
1-Nov-05	FL	ORIG
1-Dec-05	FL	ORIG
1-Jan-06	FL	ORIG
1-Feb-06	FL	ORIG
1-Mar-06	FL	ORIG
1-Apr-06	FL	ORIG
1-Aug-04	FL	TERM
1-Sep-04	FL	TERM
1-Oct-04	FL	TERM
1-Nov-04	FL	TERM
1-Jul-05	FL	TERM
1-Sep-05	FL	TERM
1-Oct-05	FL	TERM
1-Nov-05	FL	TERM
1-Dec-05	FL	TERM
1-Jan-06	FL	TERM
1-Feb-06	FL	TERM
1-Mar-06	FL	TERM
1-Apr-06	FL	TERM
		MOU
		8XX
		Total

Manual

BILL DATE	STATE	STATUS	AMOUNT	TOTAL AMOUNT CALCULATED	VARIANCE
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	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-Mar-03	FL				
1-Apr-03	FL				
1-Apr-03	FL				
1-May-03	FL				

Bill Date	State	Travel Type
1-May-03	FL	
1-Jun-03	FL	
1-Jun-03	FL	
1-Jul-03	FL	
1-Jul-03	FL	
1-Aug-03	FL	
1-Aug-03	FL	
1-Sep-03	FL	
1-Oct-03	FL	
1-Oct-03	FL	
1-Nov-03	FL	
1-Nov-03	FL	
1-Dec-03	FL	
1-Dec-03	FL	
1-Jan-04	FL	
1-Jan-04	FL	
1-Feb-04	FL	
1-Feb-04	FL	
1-Mar-04	FL	
1-Mar-04	FL	
1-Apr-04	FL	
1-Apr-04	FL	
1-May-04	FL	
1-May-04	FL	
1-Jun-04	FL	
1-Jun-04	FL	
1-Jul-04	FL	
1-Jul-04	FL	
1-Aug-04	FL	
1-Oct-04	FL	
1-Nov-04	FL	
1-Dec-04	FL	
1-Jun-05	FL	
1-Jun-05	FL	
1-Jul-05	FL	
1-Aug-05	FL	
1-Aug-05	FL	
1-Sep-05	FL	
1-Sep-05	FL	

Sprint Agreement

800 queries

Bill Date	State	Travel Type	Rate
1-May-06	FL	OTHR	
1-Jun-06	FL	OTHR	
1-Jul-06	FL	OTHR	
1-Aug-06	FL	OTHR	
1-Sep-06	FL	OTHR	

FILE DATE	STATE	CLAIM TYPE	AMOUNT	CLAIMANT	DEFENDANT	REMENT DATE
1-Oct-06	FL	OTHR				
1-Nov-06	FL	OTHR				
1-Dec-06	FL	OTHR				
1-Jan-07	FL	OTHR				
1-Feb-07	FL	OTHR				
1-Mar-07	FL	OTHR				
1-Apr-07	FL	OTHR				
1-May-07	FL	OTHR				
1-Jun-07	FL	OTHR				
1-Jul-07	FL	OTHR				
1-Aug-07	FL	OTHR				
1-Sep-07	FL	OTHR				
1-Oct-07	FL	OTHR				
1-Nov-07	FL	OTHR				
1-Dec-07	FL	OTHR				
1-Jan-08	FL	OTHR				
1-Feb-08	FL	OTHR				
1-Mar-08	FL	OTHR				
1-Apr-08	FL	OTHR				
1-May-08	FL	OTHR				
1-Jun-08	FL	OTHR				
1-Jul-08	FL	OTHR				
1-Aug-08	FL	OTHR				
1-Sep-08	FL	OTHR				

FILE DATE	STATE	CLAIM TYPE	AMOUNT	CLAIMANT	DEFENDANT	REMENT DATE
1-May-06	FL	ORIG				
1-Jun-06	FL	ORIG				
1-Jul-06	FL	ORIG				
1-Aug-06	FL	ORIG				
1-Sep-06	FL	ORIG				
1-Oct-06	FL	ORIG				
1-Nov-06	FL	ORIG				
1-Dec-06	FL	ORIG				
1-Jan-07	FL	ORIG				
1-Feb-07	FL	ORIG				
1-Mar-07	FL	ORIG				
1-Apr-07	FL	ORIG				
1-May-07	FL	ORIG				
1-Jun-07	FL	ORIG				
1-Jul-07	FL	ORIG				
1-Aug-07	FL	ORIG				
1-Sep-07	FL	ORIG				
1-Oct-07	FL	ORIG				
1-Nov-07	FL	ORIG				
1-Dec-07	FL	ORIG				
1-Jan-08	FL	ORIG				
1-Feb-08	FL	ORIG				
1-Mar-08	FL	ORIG				

BILL DATE	STATE	TRAFFIC TYPE
1-Apr-08	FL	ORIG
1-May-08	FL	ORIG
1-Jun-08	FL	ORIG
1-Jul-08	FL	ORIG
1-Aug-08	FL	ORIG
1-Sep-08	FL	ORIG
1-May-06	FL	TERM
1-Jun-06	FL	TERM
1-Jul-06	FL	TERM
1-Aug-06	FL	TERM
1-Sep-06	FL	TERM
1-Oct-06	FL	TERM
1-Nov-06	FL	TERM
1-Dec-06	FL	TERM
1-Jan-07	FL	TERM
1-Feb-07	FL	TERM
1-Mar-07	FL	TERM
1-Apr-07	FL	TERM
1-May-07	FL	TERM
1-Jun-07	FL	TERM
1-Jul-07	FL	TERM
1-Aug-07	FL	TERM
1-Sep-07	FL	TERM
1-Oct-07	FL	TERM
1-Nov-07	FL	TERM
1-Dec-07	FL	TERM
1-Jan-08	FL	TERM
1-Feb-08	FL	TERM
1-Mar-08	FL	TERM
1-Apr-08	FL	TERM
1-May-08	FL	TERM
1-Jun-08	FL	TERM
1-Jul-08	FL	TERM
1-Aug-08	FL	TERM
1-Sep-08	FL	TERM
		MOU
		8XX
		Total

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 percent variance applied to the manual invoices is from the time period the ILEC ITA rates were in effect.
- 4) Variance percentages were calculated and applied for each agreement period.
- 5) [REDACTED]
- 6) The average transport mileage for tandem routed traffic was 1 miles.
- 7) [REDACTED]
- 8) [REDACTED]
- 9) Only traffic originating from, or terminating to, Focal end users were included in this analysis.
- 10) [REDACTED]