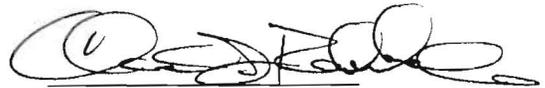


CERTIFICATE OF SERVICE

I hereby certify that, on November 22, 1999, I have served by U.S. Mail or Hand Delivery (*) a copy of **Sprint's Complaint and Notice Of Carrier Disconnection (Redacted Version); Sprint's Request For Confidential Classification Pursuant To Section 364.183(1), Florida Statutes; and Sprint's Emergency Motion For Protective Order** on the following:

Danny E. Adams, Esq.
Kelley, Drye & Warren, LLP
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036

Division of Legal Services *
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

A handwritten signature in black ink, appearing to read 'Charles J. Rehwinkel', written over a horizontal line.

Charles J. Rehwinkel



Charles J. Rehwinkel
Senior Attorney

VP Law/External Relations
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice 850 847-0244
Fax 850 878-0777
charles.j.rehwinkel@sprint.com

November 22, 1999

Blanca Bayo'
Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0853

RECEIVED-EPSC
NOV 22 PM 4:23
RECORDS AND REPORTING

991751-79

Re: Undocketed Complaint of Sprint-Florida, Incorporated Regarding the Practices of Thrifty Call, Inc. in the reporting of Percent Interstate Usage for Compensation for Access Services.

Dear Ms. Bayo':

Enclosed for filing are the original and seven copies of the following:

- 1. Complaint and Notice Of Carrier Disconnection (Redacted Version) 14421-99
- 2. Sprint's Request For Confidential Classification Pursuant To Section 364.183(1), Florida Statutes; and 14419.99
- 3. Sprint's Emergency Motion For Protective Order 14422-99
14420-99-Conf.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to the courier. If you have any questions, please do not hesitate to call me at 850/847-0244.

Sincerely,

Charles J. Rehwinkel

Enclosures

RECEIVED & FILED

max

FPSC-BUREAU OF RECORDS

DOCUMENT NO.
14421-99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

Complaint of Sprint - Florida, Incorporated Regarding)
The Practices of Thrifty Call, Inc. in the Reporting)
of Percent Interstate Usage for Compensation for)
Jurisdictional Access Services.)

Docket No 991751-TP
Filed: November 22, 1999

COMPLAINT AND NOTICE OF CARRIER DISCONNECTION
(REDACTED VERSION)

Sprint Florida, Inc. ("Sprint"), through its undersigned counsel, hereby files this Complaint against Thrifty Call, Inc.,¹ pursuant to Rules 28-106.201 and 25-22.036(4)(b), Florida Administrative Code and Chapters 364 and 350, Florida Statutes (1999).

In support hereof Sprint states as follows:

1. Sprint submits that Thrifty Call, Inc. ("Thrifty Call") is intentionally and unlawfully reporting erroneous Percent Interstate Usage ("PIU") factors to Sprint in violation of Sprint's Florida Intrastate Access Service Tariff and the rules and regulations established by Florida Public Service Commission (the "Commission"). The erroneous PIUs provided by Thrifty Call result in the underreporting of intrastate terminating access minutes terminated to Sprint. As a result Sprint has been damaged in an amount in excess of [REDACTED] dollars through the loss of intrastate access revenues associated with the access services provided to Thrifty Call² (See, Exhibit 1).

¹ This Complaint is being filed unredacted under seal pursuant to Section 364.183, Florida Statutes and is the subject of a separate Request for Confidential Classification to be filed concurrently. A redacted version of the Complaint for public inspection is being filed in accordance with the Commission Rules and is being served on Respondents. A complete copy will be served on Thrifty Call upon issuance of an emergency protective order by the Commission.

² The calculation of the amount owed to Sprint is [REDACTED] for services provided through September of 1999. This calculation is set forth as Exhibit 1. The amount owed continues to increase daily and is exclusive of interest

2. Sprint has demanded an audit of Thrifty Call's reported information and procedures; however, Thrifty Call has refused to cooperate with this request in violation of Sprint's Florida Intrastate Access Tariff. Sprint requests that the Commission take all appropriate action under the circumstances to protect Sprint from further financial harm. Specifically, Sprint requests that the Commission order Thrifty Call to pay to Sprint the amount of [REDACTED] due and owing for intrastate access services for the period through September of 1999, to pay to Sprint appropriate compensation for ongoing intrastate access services calculated by the application of an accurate [REDACTED] PIU during the pendency of this Complaint, to pay to Sprint a deposit in the amount of [REDACTED], approximating two months intrastate terminating access charges, to protect Sprint from further financial damage resulting from Thrifty Calls continued erroneous reporting, and to produce the necessary information to complete an audit of Thrifty Call's reported PIU information and procedures. Sprint further requests such other relief as may be necessary and appropriate under the circumstances, including the imposition of appropriate fines on Thrifty Call.

3. Sprint further submits that this filing shall serve as Sprint's provision of appropriate documentation to the Commission in connection with the disconnection of service to Thrifty Call pursuant to Section E2.3.11.C.3 of Sprint's Florida Access Service Tariff. The letter of disconnection is attached as Exhibit 2.

4. Complainant is a local exchange carrier certificated by the Florida Public Service Commission and provides, among other services, terminating access to interexchange carriers (IXCs) certificated by the Commission. Sprint's address is:

Sprint-Florida, Incorporated

and late fees. Sprint estimates that Thrifty Call's continued underpayment increases the total amount owed by approximately [REDACTED] per month based on intrastate terminating access usage per month.

555 Lake Border Drive
Apopka, Florida 32703

5. Thrifty Call is an IXC certificated by the Commission to provide interexchange service in the State of Florida. Thrifty Call subscribes to Sprint's intrastate terminating access tariff. Its business address according to Commission records is:

401 Carlson Circle
San Marcos, Texas 78666.

MEMORANDUM IN SUPPORT

Background.

6. By letter dated January 15, 1999, MCI Telecommunications Corporation, Inc. d/b/a MCI WorldCom ("MCIW")³ notified Sprint's Local Telecommunications Division that MCIW would be changing its PIU factors⁴ for terminating access in Florida, effective February 1, 1999. The proposed changes in the PIU factors were significant. The PIU factor provided by MCIW for the State of Florida increased from [REDACTED] to [REDACTED] for the (former) United service territory and from [REDACTED] to [REDACTED] for the (former) Centel service territory. These factors were utilized by Sprint with an effective date of February 1, 1999. MCIW has been, and continues to be, billed under these factors. In Florida currently, intrastate terminating access rates are approximately 440% higher than interstate terminating access rates. As a result, Sprint has been receiving lower total compensation from MCIW given the fact that interstate access rates are lower than the corresponding intrastate rates.

³ The entities doing business in Florida are MCI Telecommunications Corporation and MCI Telecommunications Corporation d/ba MCI WorldCom, MCI WorldCom Network Services, Inc., MCI WorldCom Communications, Inc., and WorldCom Technologies, Inc. Sprint will clarify the named party, if necessary, as further information becomes available.

⁴ The PIU or Percent Interstate Usage factor describes the proportion of the total (originating or terminating) access minutes that are jurisdictionally interstate. This factor is used to determine the jurisdiction of terminating minutes of use for access billing purposes. In this case, only terminating access minutes are at issue.

7. Given the magnitude of the changes and their significant revenue impact, Sprint notified MCIW in March of this year that it was necessary to conduct a review of these jurisdictional factors. In connection with this notification to MCIW, Sprint requested information from MCIW necessary to undertake this review. While MCIW has responded in part to Sprint's request, MCIW has yet to provide the requested information in sufficient detail to allow a meaningful analysis.

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11. As a result, Thrifty Call has underreported, and Sprint has been underpaid, in excess of [REDACTED], excluding interest and late fees, for intrastate terminating access services being provided to Thrifty Call through September of 1999. This amount continues to increase.

12. To further investigate this migration in traffic, Sprint initiated test calls over the MCIW network. The results of these calls add further support to the conclusions set forth above. Sprint has placed in excess of 300 test calls using the MCIW and Thrifty Call networks. The objective of the test call investigation was to confirm the carrier used to terminate the MCIW originated traffic and to note jurisdictional characteristics. These test calls were originated from both in-state and out-of-state locations using MCIW's dialing code of 1010222, Thrifty Call's dialing code of 1010923 and MCIW's 1+ presubscribed network. Thrifty Call does not have a 1+ presubscribed network service. All test calls were either originated from the Sprint Local network, terminated to the Sprint Local network or both. The test call plan varied the calls

⁵ This factor has been [REDACTED]% for all reporting periods in 1999. From April 1998 through December 1998, the factor ranged between [REDACTED]% and [REDACTED].

among the interstate and intrastate jurisdictions. A test log was compiled and the log was compared to originating Automated Message Accounting (“AMA”) records, terminating AMA records or both to determine the terminating trunk group.

13. The results of the test call investigation indicated:

- MCIW’s 1010222 interstate traffic from the MCIW network terminated via MCIW trunk groups.
- MCIW’s 1010222 intrastate traffic from the MCIW network terminated via Thrifty Call trunk groups without exception.
- MCIW’s 1+ PIC’ed (presubscribed) traffic both interstate and intrastate terminated via MCIW trunk groups.
- Thrifty Call’s interstate calls were terminated over Thrifty Call trunks.
- Thrifty Call’s intrastate calls were terminated over three third-party trunk groups as well as Thrifty Call’s trunk groups.

This testing confirms that Thrifty Call is misreporting terminating intrastate traffic as interstate traffic. (See Affidavit of Mary Kight, Exhibit 5)

14. As noted previously, upon inquiry by Sprint personnel, MCIW employees confirmed that MCIW is terminating intrastate traffic to Sprint on third party trunk groups rather than using MCIW trunk groups. MCIW has stated that they are providing the Calling Party Number (“CPN”) on all calls terminated via a third party. CPN allows the third party to determine the jurisdiction of the traffic for PIU reporting purposes. Sprint has requested information from MCIW regarding the volumes and types of traffic by state that MCIW is terminating via third party carriers to Sprint.

15. By letters dated August 16, 1999, September 24, 1999, and October 8, 1999 to Thrifty Call, Sprint has demanded information to pursue an on-site audit of Thrifty Call to determine the PIU of traffic being terminated to Sprint. In the September 24, 1999 letter Sprint set forth the substance of its conclusion regarding Thrifty Call's erroneous reporting. (See, Exhibit 6) By letter dated October 11, 1999, Thrifty Call has notified Sprint that it will not comply with the audit requests and states that its PIU reports are accurate. (See, Exhibit 7). Thrifty Call has stated that traffic that enters its network in a state other than the state in which is terminated is interstate traffic regardless of the origin of the traffic. Sprint submits that this assertion is patently inaccurate and is contrary to both FCC and Commission established precedent. Furthermore, Sprint's Florida Access Service Tariff, E2.3.11.A.1.a, explicitly prohibits such a practice.⁶ (See, Exhibit 8)

16. As outlined above, Sprint has compelling documentation demonstrating that Thrifty Call is reporting terminating PIUs that are grossly overstated as a result of reporting as jurisdictionally interstate the intrastate traffic handed off to Thrifty Call by MCIW. Based on this information, Sprint has calculated the amount owed to Sprint by Thrifty Call resulting from the misstated PIU reports. For services provided for the period of July 1998 through September 1999 the cumulative amount of underpayment to Sprint for intrastate terminating access service provided to Thrifty Call is [REDACTED] as set forth on Exhibit 1. This amount continues to grow and does not include interest or late fees.

17. In order to further protect Sprint from financial damage, Sprint requests that this Commission order the payment of [REDACTED] by Thrifty Call to Sprint as a deposit. This amount is based on access usage of approximately [REDACTED] per month for terminating intrastate access

⁶ Sprint's Intrastate Access Tariff is on file with the Commission. For convenience, the section containing the relevant provisions is included as Exhibit 8.

services provided to Thrifty Call by Sprint. Pursuant to Section E2.4.1 of Sprint's Intrastate Access Service Tariff Sprint is allowed to receive a deposit of two months usage if the carrier has failed to establish proper credit from Sprint. Under the circumstances, Sprint submits that it is entitled to this minimum security given the obvious erroneous actions of Thrifty Call.

Support for Requested Relief.

18. Section E2.3.11.C.1. of Sprint's Florida Intrastate Access Service Tariff provides that when a billing dispute arises, Sprint may require the carrier to provide call detail records which will be audited to substantiate the reported PIU. (See, Exhibit 8) This section provides that the written request shall be considered the initiation of the audit. Section E2.3.11.C.3 provides that if the carrier fails to provide the requested data within thirty (30) days of the written request, the carrier is in violation of the Florida tariff and subject to the sanctions specified in Section E2.1.8. The sanctions specified include the refusal of new and disconnection of existing services. Section E2.3.11.C.3 further provides that if Sprint elects to undertake disconnection of service to a carrier, documentation will be provided to the Commission prior to such disconnection. Section E2.1.8.B provides that Sprint may discontinue service by providing thirty (30) days notice to the carrier. In addition, Section E2.1.8.B independently provides that failure to comply with the provisions of the Tariff (e.g., failure to produce documentation) allows Sprint to discontinue the provision of [terminating access] service upon 30 days notice.

19. Thrifty Call provided a response to Sprint's initial request for call detail records. However, upon review of the data provided, it was insufficient to prove Thrifty Call's claim of the interstate jurisdiction of the call. The originating Calling Party Number ("CPN") was not provided in the majority (99%) of Thrifty Call records, effectively making the data useless to

validate the claimed PIU factors or rebut the compelling information in Sprint's possession. Thrifty Call has refused to provide useful information or to cooperate with Sprint in its investigation. (See, Exhibit 7). Sprint submits that an on-site audit is necessary to collect the CPN information. Thrifty Call's refusal to cooperate with Sprint in the audit investigation is a serious and material violation of Sprint's tariff and calls for suspension of all service provided to Thrifty Call.

20. Included, as Exhibit 2, is a thirty (30) day notice Sprint has provided to Thrifty Call indicating suspension of service will occur pursuant to Section E2.3.11.C.3. In addition to the Complaint, this filing shall serve as Sprint's provision of appropriate documentation to the Commission in connection with the disconnection of service. Termination or suspension of service pursuant to other provisions of the Tariff may occur with or without documentation being provided to the Commission.

21. In Thrifty Call's letter dated October 11, 1999, Thrifty Call's response includes several matters that are either inaccurate or false. The first reference that Thrifty Call makes is to Section 2.3.11.A.1.b of Sprint's FCC Tariff No.1. Thrifty Call asserts that Sprint uses the entry-exit surrogate ("EES") as a method of jurisdictional classification of traffic. Thrifty Call claims that the FCC's EES methodology prescribes that "every call for which the point of entry in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication." Thrifty Call appears to be asserting that if they receive the call outside of the state of Florida and terminate it within the state of Florida it is an interstate call even though it originated within the state of Florida. As previously stated, the Sprint Florida Intrastate Access Tariff is clear that "the customer's specific network configuration shall not be considered" in determination of the jurisdiction of traffic.

22. In addition, Sprint notes that the section in the FCC tariff referenced by Thrifty Call deals with Feature Group A, Feature Group B, 500 Access Service and/or Toll Free Code (TFC) Access Service. The terminating access service ordered by and provided to Thrifty Call in Florida is Feature Group D service. Thrifty Call's citation to the FCC tariff is inaccurate and irrelevant. For Feature Group D access, the appropriate reference in Sprint's interstate Tariff F.C.C. No. 1 is found in Section 2.3.11.A.4.c, which states as follows:

For originating access minutes, the projected interstate percentage will be developed on a monthly basis when Feature Group C or Feature Group D Switched Access Service minutes are measured by dividing the measured interstate originating minutes **(the minutes where the calling number is in one state and the called number is in another state)** by the total originating minutes when the call detail is adequate to determine the appropriate jurisdiction.

For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating minutes will be used to develop projected interstate percentage for such terminating access minutes.

[Emphasis added]. Thus, contrary to Thrifty Call's assertions, the interstate tariff expressly supports the argument that this traffic is jurisdictionally intrastate.

23. More importantly, the Telecommunications Act of 1996 provides that the underlying premise of Thrifty Call's argument is invalid. At 47 U.S.C. § 153 (22) "Interstate Communications" is defined to exclude "wire or radio communications between points in the same State ... through any place outside thereof ...if such communication is regulated by a State commission." In its Declaratory Ruling in CC Docket No. 96-98, Adopted February 28, 1999, Released February 28, 1999, the FCC indicated as follows:

18. Having concluded that the jurisdictional nature of ISP-bound traffic is determined by the nature of the end-to-end transmission between an end user and the Internet, we now must determine whether that transmission constitutes interstate telecommunications. Section 2(a) of the Act grants the Commission jurisdiction over "all interstate and foreign communication by wire." Traffic is deemed interstate "when the communication or transmission originates in any state, territory, possession of the United States, or the District of Columbia and

terminates in another state, territory, possession, or the District of Columbia." **In a conventional circuit-switched network, a call that originates and terminates in a single state is jurisdictionally intrastate, and a call that originates in one state and terminates in a different state (or country) is jurisdictionally interstate.**

[Emphasis added]. Contrary to Thrifty Call's assertions, the FCC has clearly indicated that this traffic is jurisdictionally intrastate. Origination of the call does not occur at Thrifty Call's point of interconnection.

24. In addition, Sprint's Florida Intrastate Access Service Tariff, the Florida Public Service Commission and Florida Law all unequivocally demonstrate jurisdiction of the subject calls and active regulation of the terms and conditions of intrastate terminating access. The Florida Commission clearly has authority over the services at issue as set forth in Sprint's Intrastate Access Service Tariff, Section E2.3.11.A.1, which states as follows:

The intrastate usage is to be developed as though every call that originates within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination is in a state other than that where the called station (as designated by the called number) is situated is an interstate call. For the purposes of jurisdictional reporting, origination shall be defined as the calling end user's initiation of the call. **The customer's [IXC] specific network configuration shall not be considered.**

[Emphasis added]. Simply put, a call that originates in Florida and terminates in Florida is an intrastate call regardless of how the call is ultimately transported.

25. The Florida Commission clearly possesses all regulatory authority over the traffic at issue since Sprint's Intrastate Access Service Tariff is lawfully filed and in force pursuant to Florida law. The Commission has ruled previously that traffic as defined in Sprint's intrastate tariff is jurisdictionally intrastate. See, *In re: An investigation into the statewide offering of access to the local network for the purpose of providing information services*, Docket No.

880423-TP; Order No. 21815, Florida Public Service Commission, 1989 Fla. PUC LEXIS 1341; 89-9 FPSC 7; 37, Issued September 5, 1989 (“[I]ntrastate access is defined as access provided by the LEC in association with a call which originates and terminates within the same state.”) Furthermore, the Florida Commission has filed an *amicus* Memorandum with the FCC in a similar dispute over the misstatement of PIU factors expressing the Florida Commission’s strong assertion of jurisdiction over intrastate traffic as defined in Sprint’s tariffs. *In the Matter of LDDS, Inc. v. United Telephone of Florida*. (See, Exhibit 9). Based on the overwhelming legal precedent, Thrifty Call’s suggestion that the traffic is interstate, is per se unreasonable and without merit, as a matter of law.

26. Thrifty Call further asserts that there is a prohibition against backbilling for interstate access charge amounts where a PIU audit demonstrates that there has been underreporting. The issue in this instance is not backbilling for interstate access usage. As noted above, the matter involves billing for intrastate access usage. In its *amicus* filing in the *LDDS* case, the Florida Commission stated it correctly when it noted that:

For example, if the results of United’s PIU audit indicated that an underbilling of interstate usage occurred, we might agree that LDDS’ argument regarding backbilling would be correct. In that case, the results would be that minutes which are appropriately interstate have not been billed as such, and the interstate tariff revisions would apply to those minutes and no backbilling could occur. However, the results of the audit indicate that LDDS had minutes which properly belonged in the intrastate jurisdiction, which had been improperly billed to the interstate.

(Exhibit 9, *Amicus* Memorandum at 3).

27. Thrifty Call offers no support for the proposition that there is a prohibition against appropriate billing for intrastate access usage where a carrier has falsely, and repeatedly, grossly underreported PIUs. Thrifty Call ignores the ramifications of the policy position they set forth. If its position prevails then no LEC would ever be able to backbill a carrier no matter how

inaccurate or misleading the carrier was in reporting PIUs. Such a policy would incent unscrupulous carriers to intentionally misstate all intrastate usage (where pricing differentials exist).

28. In addition to the direct financial harm to Sprint, the actions of Thrifty Call allow Thrifty Call to gain an unfair advantage in the competitive long distance marketplace. To the extent that Thrifty Call is paying Sprint the interstate rate level for terminating intrastate calls, Thrifty Call is effectively receiving an unlawful discount for services for which similarly situated (terminating access) customers pay the higher intrastate rates. Sprint is involuntarily providing the discount by relying in good faith on Thrifty Call's incorrect PIU factor reports. It is these PIU factor reports that Sprint is seeking audit. These actions on the part of Thrifty Call constitutes an independent basis for disconnection without notice pursuant to Tariff Section E2.2.2 and Section 364.245 (2).

Authority.

29. The Commission has the authority to conduct a limited proceeding regarding any matter within its jurisdiction. Section 364.058. This would include matters of unlawful reporting of PIU factors and underpayment of revenues due under applicable tariffs subject to the Commission's jurisdiction. The Commission is authorized to review any contract for the joint provision of intrastate service if that joint provision of service is detrimental to the public interest, authorized to adjudicate disputes thereunder and assess interest at a rate to be determined by the Commission. Section 364.07(2). The Commission is also authorized to assess a penalty of \$25,000 per day for willful violations of Commission orders, rules or Chapter 364. Finally, the Commission has the authority to seek injunctive relief in court if necessary to compel compliance with the provisions of Chapter 364 or Commission Rules. Together these

provisions of Chapter 364 provide ample authority to adjudicate this matter and order all appropriate relief.

Summary.

30. A review of the evidence presented in support of this Complaint demonstrates that it is obvious that Thrifty Call has intentionally distorted the PIU factors in order to avoid paying the full amount of the tariffed intrastate access charges to Sprint. Thrifty Call has benefited at the expense of Sprint.

31. Sprint has requested information from Thrifty Call to try to resolve this matter. Thrifty Call has refused to cooperate and has denied Sprint access to information that it is entitled to under the terms of Sprint's Florida Intrastate Access Service Tariff. The resulting direct damages to Sprint (in the form of revenues due under Tariff) are significant and will continue to mount until such time as Sprint is able to gain access to the requested information from Thrifty Call and Thrifty Call is forced to cooperate with the PIU investigation, and resultant factor changes are implemented. As a result, Sprint seeks the relief set forth herein regarding the provision of information to Sprint and payment of direct damages (revenues owed to Sprint under Tariff) as outlined in this Complaint.

WHEREFORE, for the above stated reasons, Sprint respectfully requests this Commission to:

1. Order Thrifty Call to immediately pay to Sprint the [REDACTED] in arrears resulting from misstated PIU reports for Florida filed by Thrifty Call for services provided by Sprint for the period of July 1998 through September 1999, plus interest accrued to date;
2. Find that for the period from July 1998 to date the appropriate PIU factor for traffic terminated by Thrifty Call to Sprint in Florida was [REDACTED] rather than the [REDACTED] PIU factor reported by Thrifty Call;

3. Order Thrifty Call to pay a deposit to Sprint in the amount of [REDACTED] to prevent further financial harm to Sprint;
4. Order Thrifty Call to comply with Sprint's demand for an onsite PIU audit;
5. Order Thrifty Call to produce the previously requested information set forth on Exhibit 10 in connection with the on - site audit of the Percent Interstate Usage (PIU) factors used by Thrifty Call to terminate traffic to Sprint for the period July 1998 through September 1999, such information to be made available to Sprint in advance of the commencement of the audit;
6. Order or seek such other relief as may be necessary under the circumstances, including the imposition of appropriate fines on Thrifty Call and injunctive relief in the appropriate Circuit Court, and such further relief as Sprint may request pending the receipt and evaluation of the information requested from Thrifty Call.

RESPECTFULLY SUBMITTED this 22nd day of November 1999.

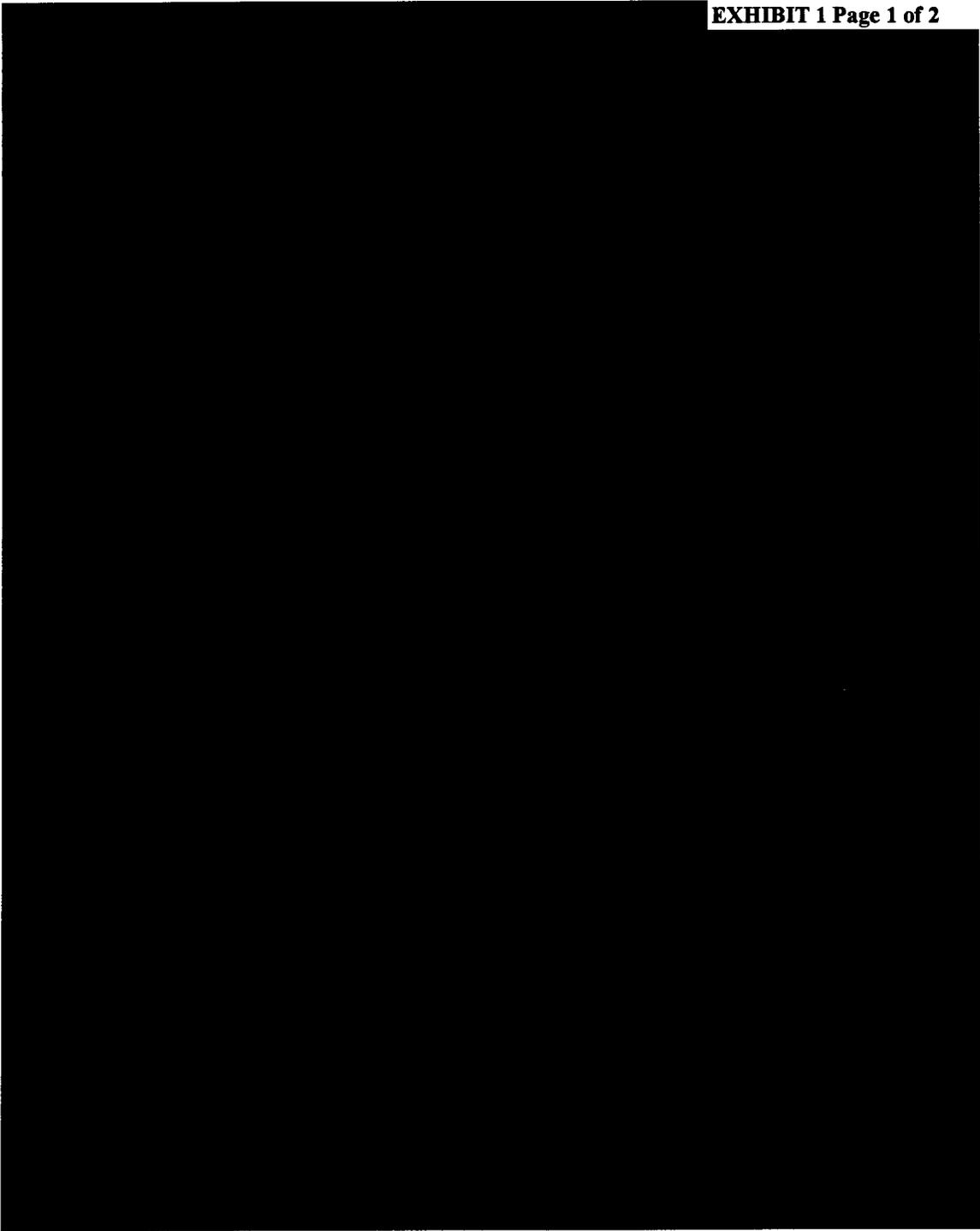


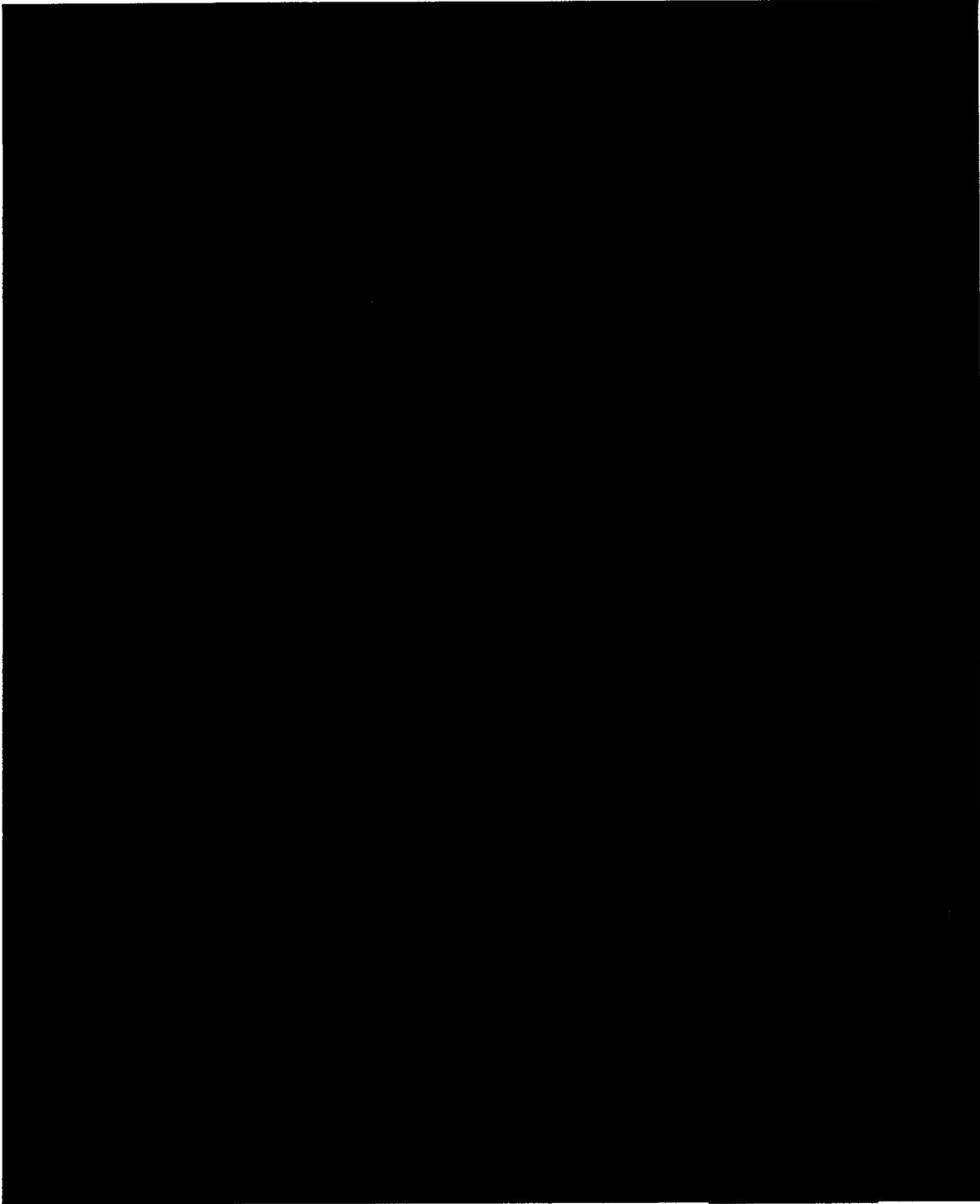
Jerry M. Johns
Charles J. Rehwinkel
Susan Masterton
P.O. Box 2214
MC: FLTLHO0107
Tallahassee, Florida 32316-2214

ATTORNEYS FOR SPRINT

LIST OF EXHIBITS

1. Thrifty Call PIU Revenue Impact Summary
2. Notice to Thrifty Call to Disconnect Services
3. MCIW MOU Graph and Data Points
4. Thrifty Call MOU Graph and Data Points
5. Affidavit from Mary Kight on Test Calls Conducted by Sprint
6. Thrifty Call Demand Letter Dated September 24, 1999
7. Thrifty Call Reply Letter Dated October 11, 1999
8. Selected Pages of Sprint-Florida, Inc. Intrastate Access Services Tariff
9. Amicus Memorandum from Florida Public Service Commission to FCC Dated October 7, 1994
10. Thrifty Call Data Request for On-Site Audit







Joseph P. Cowin
Senior Attorney

Legal & External Affairs, LTD
5454 West 110th Street
Overland Park, KS 66211
Voice 913 345 7773
Fax 913 345 6497
joseph.cowin@mail.sprint.com

November 22, 1999

**VIA FACSIMILE (202) 955-9792 and
FEDERAL EXPRESS OVERNIGHT MAIL**

Danny E. Adams
Kelley Drye & Warren LLP
1200 19th Street, N.W.
Suite 500
Washington, DC 20036

Re: Discontinuance of Access Services

Dear Mr. Adams:

Since First Quarter of 1998, Thrifty Call, Inc. ("Thrifty Call") has consistently reported to Sprint-Florida, Inc. ("Sprint") a percent interstate usage ("PIU") of [REDACTED] (primarily [REDACTED]%) for traffic terminating to Sprint over Feature Group D trunks. Pursuant to Section E2.3.11.C.1 of Sprint's Florida Access Service Tariff (the "Tariff"), Sprint is entitled to require Thrifty Call to provide call detail records in connection with the initiation of an audit to substantiate the reported PIU if a dispute arises. Section E2.3.11.C.3 of the Tariff provides that failure to provide requested data within 30 days of a written request or audit notice is a violation of Sprint's Tariffs and subjects Thrifty Call to the actions specified in Section E2.1.8 of the Tariff, including disconnection of service.

By letters dated August 16, 1999, September 24, 1999, and October 8, 1999, Sprint has demanded information from Thrifty Call, including call detail records, to pursue an on-site audit of Thrifty Call with respect to the above stated PIU dispute. Thrifty Call's response to Sprint's initial request for call detail records did not include the originating calling party number ("CPN") in 99% of the records provided. Obviously, the CPN is indispensable in evaluating the PIU, the proportion of interstate calls versus intrastate calls. Without the CPN, the data provided by Thrifty Call is useless to validate the claimed PIU factors. In effect, Thrifty Call provided no response to Sprint's initial request for call detail records.

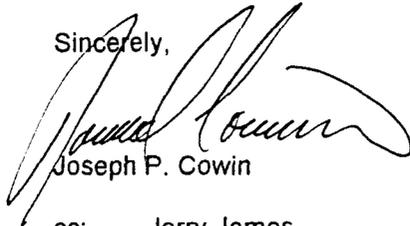
More than 30 days have now elapsed since Sprint delivered the letters referenced above. Thrifty Call has failed and refused to provide the requested data. Specifically, by letter dated October 11, 1999, Thrifty Call has notified Sprint that it will not comply with the audit request. Thrifty Call's letter of October 11, refusing to comply with Sprint's audit request, is a serious and material violation of Section E2.3.11.C of the Tariff.

Danny Adams
November 22, 1999
Page 2

In addition to the Tariff violations listed above, other information available to Sprint clearly demonstrates that Thrifty Call's PIU is grossly inaccurate. Such inaccurate reporting of the PIU also constitutes a violation of the Tariff.

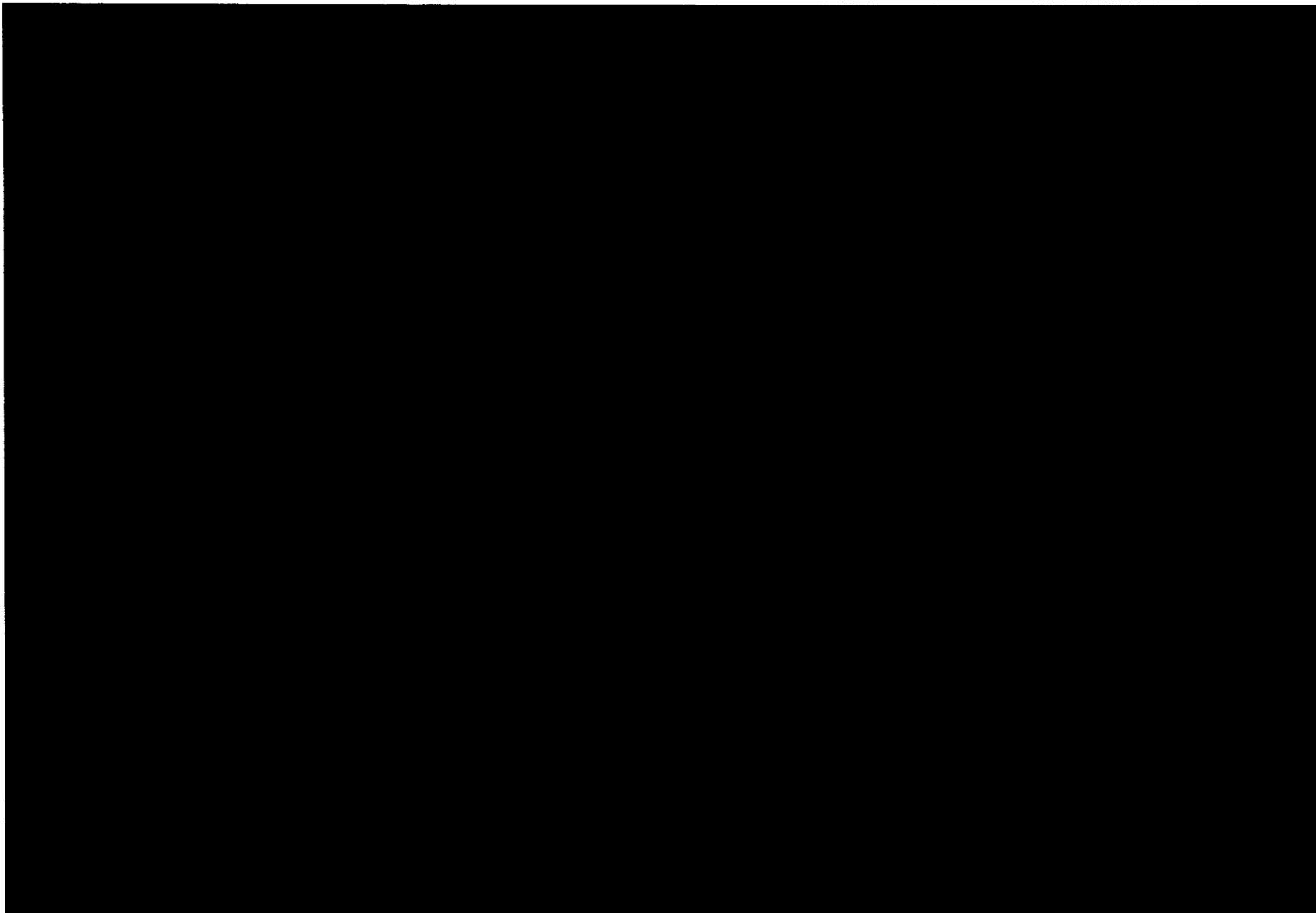
PLEASE TAKE NOTICE THAT, pursuant to Sprint's Tariff Section E2.1.8.B, Sprint will discontinue all terminating access services provided to Thrifty Call, effective 30 days after Thrifty Call's receipt of this letter.

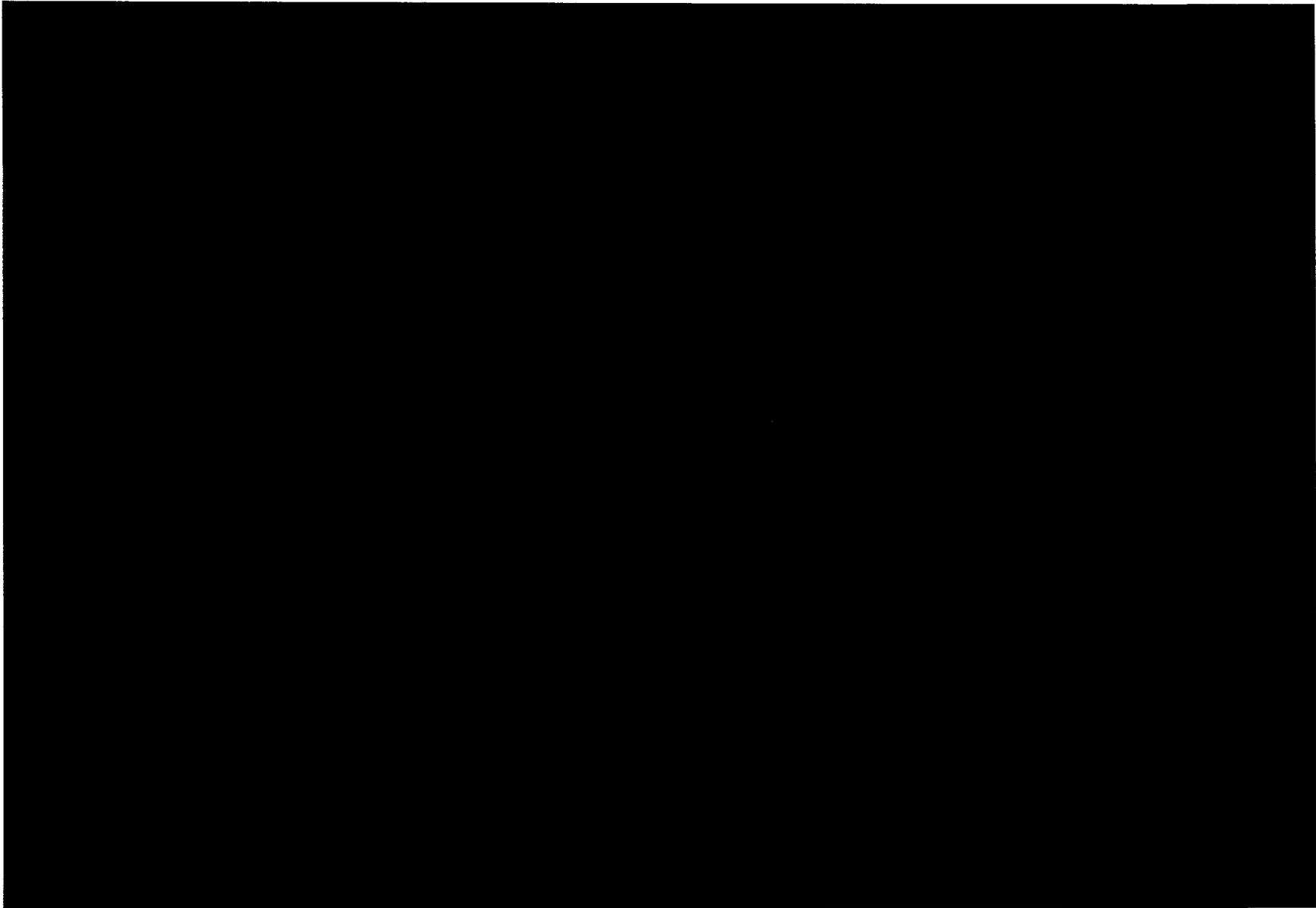
Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. Cowin", written over a printed name.

Joseph P. Cowin

cc: Jerry James
Bill Cheek





AFFIDAVIT

STATE OF FLORIDA)
)
 COUNTY OF ORANGE)

I, Mary Kight based on information and belief, state and allege the following:

I was asked to conduct a series to tests as a result of Sprint observations of a reduction in overall terminating access minutes from certain IXCs. It was determined that MCIWorldCom (MCIW) appeared to have the most significant volume reduction. Some preliminary random test calls indicated that MCIW-originated calls were terminated by another IXC -- Thrifty Call -- within Florida. It was unknown if this was an isolated incident, so further investigation was required. It was decided that testing would be conducted to test originated MCIW and Thrifty Call calls for interstate, intrastate interLATA and intraLATA to determine the terminating carriers. I developed and coordinated the implementation of the test plan.

The written test plan defined calling scenarios, time of day testing and dialing patterns (such as 1010222, 1010923 and a line presubscribed or "PIC'ed" to MCIW). As a security measure, this test plan is highly confidential and proprietary and thus not provided. In addition, an Excel spreadsheet was developed to track each test call placed. Each test call was entered into a log to capture such information as date, time, from and to numbers for jurisdiction, LATA, dialing pattern, call duration and terminating and tandem trunk groups and trunk group numbers. The Network Operations Center Engineer monitored the call through the network to determine terminating trunk groups, manually logged each test call on the spreadsheet and insured that Automatic Message Accounting (AMA) call code records used for customer billing were recorded by the switch. AMA originating 110-call code and terminating 119 call code records provided documentation for each test call.

Testing was conducted August 10 and August 13 during non-peak traffic hours of 6:30 a.m. to 10:15 a.m. EST and peak traffic hours of 3:00 p.m. to 4:30 p.m. EST. Employees from the following work groups participated in the testing - Regional Director-Carrier Accounts, Field Service Manager-Carrier Accounts, NOC Technical Manager, Senior Engineer-Translations, Direct Touch Associate and NTAC Engineer III.

Test calls were placed from the Tallahassee LATA to the Gainesville LATA, Gainesville LATA to Tallahassee LATA, within the Gainesville LATA and from North Carolina to Florida. Six to ten calls, during peak traffic hours, were placed per scenario defined in the test plan with the first set of calls placed to the terminating party and the next set of calls were the reverse with the terminating party calling back. The same testing was applied for off-peak traffic hours. Calls were placed one after the other with the first call lasting about one minute in duration and subsequent calls lasting about 20 seconds in duration. The length of the call insured that an AMA record would be recorded. 300 test calls were placed during the test period. Upon completion of testing, I held a meeting with the Regional Director-Carrier Accounts and the NTAC Engineer III to review data and confirm results. I then compiled and documented the test results.

Test results indicated that all MCIW PIC'ed and 1010222 interstate calls were terminated by MCIW. All Intrastate calls placed from an MCIW PIC'ed line were terminated by MCIW. All Intrastate calls placed as 1010222 were terminated by Thrifty Call. Thrifty Call, which had no PIC selection, only allows calls to be dialed as 1010923. All Thrifty Call interstate calls were terminated by Thrifty Call. All Thrifty Call intrastate (originating number and terminating

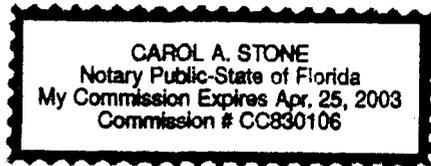
number located within Florida) calls were terminated by Thrifty Call and three third party carriers (LCI International, Business Telecom Inc. and Frontier Communication Services).

Further affiant sayeth naught,

Mary Kight
Mary Kight

Subscribed and sworn before me this 29th day of October 1999.

Carol A. Stone
Notary Public
My Commission Expires on April 25, 2003





Joseph P. Cowin
Senior Attorney

Legal & External Affairs, LTD
5454 West 110th Street
Overland Park, KS 66211
Voice 913 345 7773
Fax 913 345 6497
joseph.cowin@mail.sprint.com

September 24, 1999

**VIA FACSIMILE (512) 392- 6276 and
FEDERAL EXPRESS**

Mr. Jerry James
EVP Regulatory and Business Development
Thrifty Call, Inc.
401 Carlson Circle
San Marcos, Texas 78666

Dear Mr. James:

Recently, Sprint has become increasingly concerned over irregularities in the reporting by Thrifty Call of purportedly interstate terminating toll traffic. In July 1998, Thrifty Call's terminating access traffic to Sprint increased substantially in Florida and North Carolina, and to a lesser degree in Texas. During this same period, other carrier's terminating access traffic decreased by corresponding amounts. We have considerable documentation to suggest that for the period from July 1998 to date Thrifty Call has been and continues to terminate as interstate terminating toll traffic large volumes of intrastate terminating toll traffic for other IXCs.

As a consequence, it is apparent that Thrifty Call has been inaccurately reporting its terminating Percent Interstate Usage (PIU) factor. This in turn results in a significant overstatement of terminated interstate access minutes and a corresponding understatement of terminating intrastate access minutes. Our data, which we find to be reliable and accurate, clearly indicates that the magnitude of the inaccuracies in Thrifty Call's reporting is unacceptable. The resulting direct damages to Sprint are in excess of [REDACTED] as of the end of August 1999. This figure is attributable to the states of Florida, North Carolina and Texas, however, we have not concluded the investigation and other states may be involved as well. Our calculation of the damage amount is enclosed (Attachment 1).

By letter dated August 16, 1999, Sprint served Thrifty Call with an audit demand and request for information. Thrifty Call has provided its response. Our review of the information provided by Thrifty Call indicates this response is grossly insufficient. The data provided by Thrifty Call is in a non-industry standard format and fails to provide the call detail necessary to determine the jurisdiction of the calls.

Mr. Jerry James
September 24, 1999
Page 2

In order to protect Sprint from further damage we find it necessary to undertake the following actions:

1. Sprint demands that Thrifty Call immediately cease such improper reporting.
2. Sprint hereby notifies Thrifty Call of its demand to initiate an onsite audit as soon as possible to commence no later than October 13, 1999. A representative from Sprint, Jane Wrenn, will contact Thrifty Call to coordinate the commencement of the audit.
3. By separate correspondence Sprint will provide to Thrifty Call a complete list of the necessary documentation required for the onsite audit. It is imperative that this information be provided to Sprint on or before the commencement date of the audit to make the onsite audit as productive and effective as possible.
4. By this correspondence we are also requesting the names of all interexchange carriers for which Thrifty Call is terminating traffic to Sprint as well as copies of any communications and agreements that Thrifty Call has with these carriers. This information should be provided as soon as possible and under no circumstances later than the start date of the onsite audit. Should you require a nondisclosure agreement to provide this information please provide the form of such an agreement to me immediately.
5. Sprint's October access bill to Thrifty Call will include the arrears resulting from the grossly erroneous PIU reports for the period of July 1998 through August 1999 in the amounts of [REDACTED] for Florida, and [REDACTED] for North Carolina and [REDACTED] for Texas. These amounts do not include interest owed, which will be billed at later date.
6. Sprint has calculated the PIU factors for the access traffic Thrifty Call is terminating to Sprint to be [REDACTED] for Florida, [REDACTED] for North Carolina and [REDACTED] for Texas as compared to Thrifty Call's reported 98% factors for all three states. Sprint will assess access charges to Thrifty Call based upon these newly calculated PIUs in these states on a going forward basis commencing October 1, 1999. Our support for these PIUs is set forth on Attachment 2.

Non-compliance with the audit process or non-payment of the amounts Sprint has calculated to be due to Sprint from Thrifty Call will result in further actions to ensure that Thrifty Call does not accumulate additional debt and Sprint is not damaged further. Should details be determined in the audit process which require recalculation of the

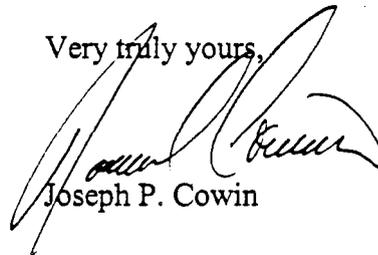
Mr. Jerry James
September 24, 1999
Page 3

amount owed from Thrifty Call to Sprint (Attachment 1) or modification of the PIUs imposed (Attachment 2) the necessary adjustments will be determined at the conclusion of the audit. Sprint will then make all necessary adjustments in the first available billing cycle thereafter to refund any over collection of funds to Thrifty Call or to bill Thrifty Call for any additional monies owed to Sprint.

This does not suggest that we anticipate that there will be an over collection from Thrifty Call. To the contrary, we anticipate there will be additional monies owed to Sprint. We would not undertake the extraordinary actions set forth in this letter if we were not confident of our position.

If Thrifty Call is in possession of information to refute the conclusions set forth above, it would be in our mutual best interest for Thrifty Call to immediately provide Sprint such information so that this matter might be amicably resolved. If you wish to discuss this matter you or your counsel may contact me at your convenience.

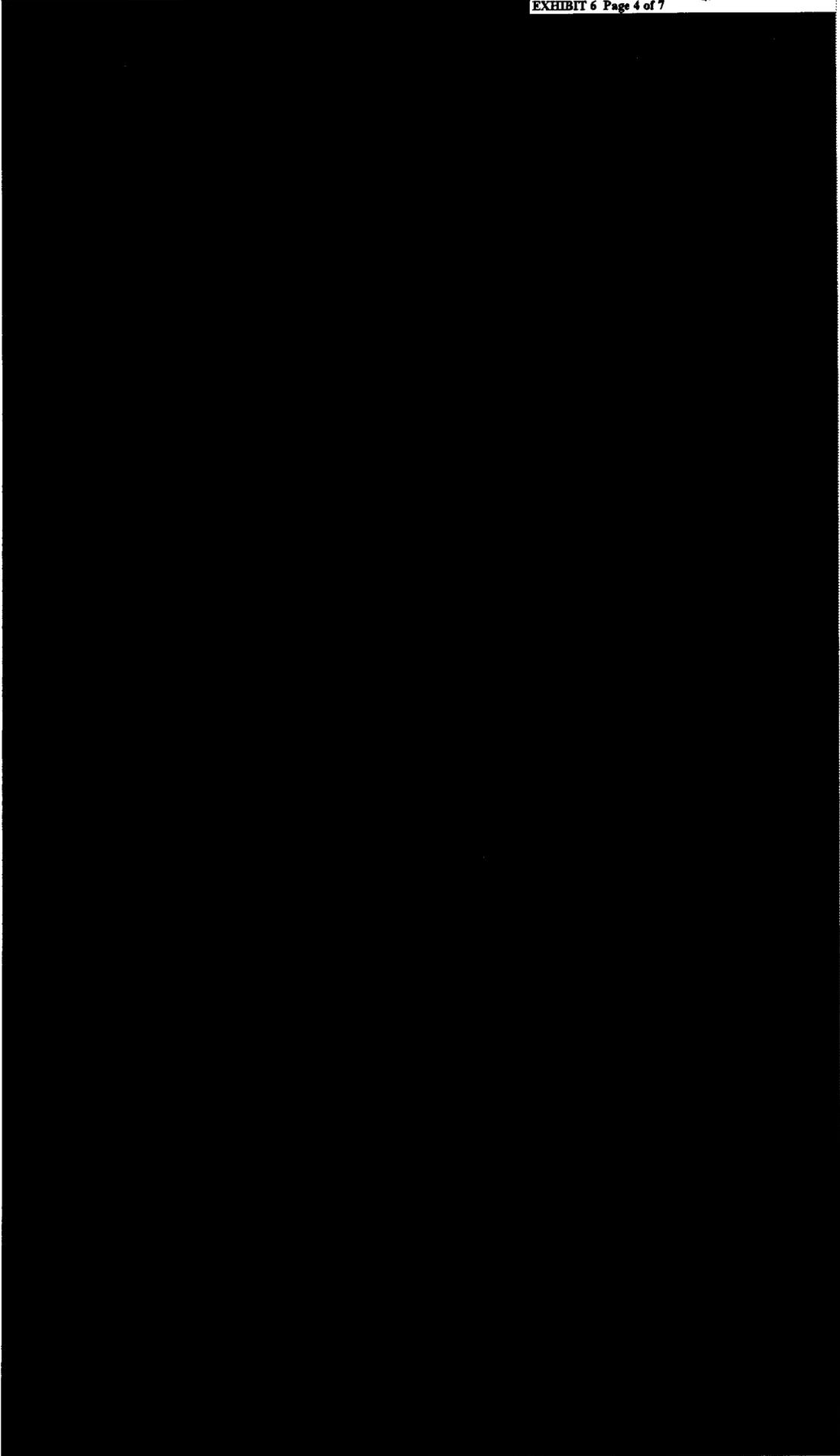
Very truly yours,

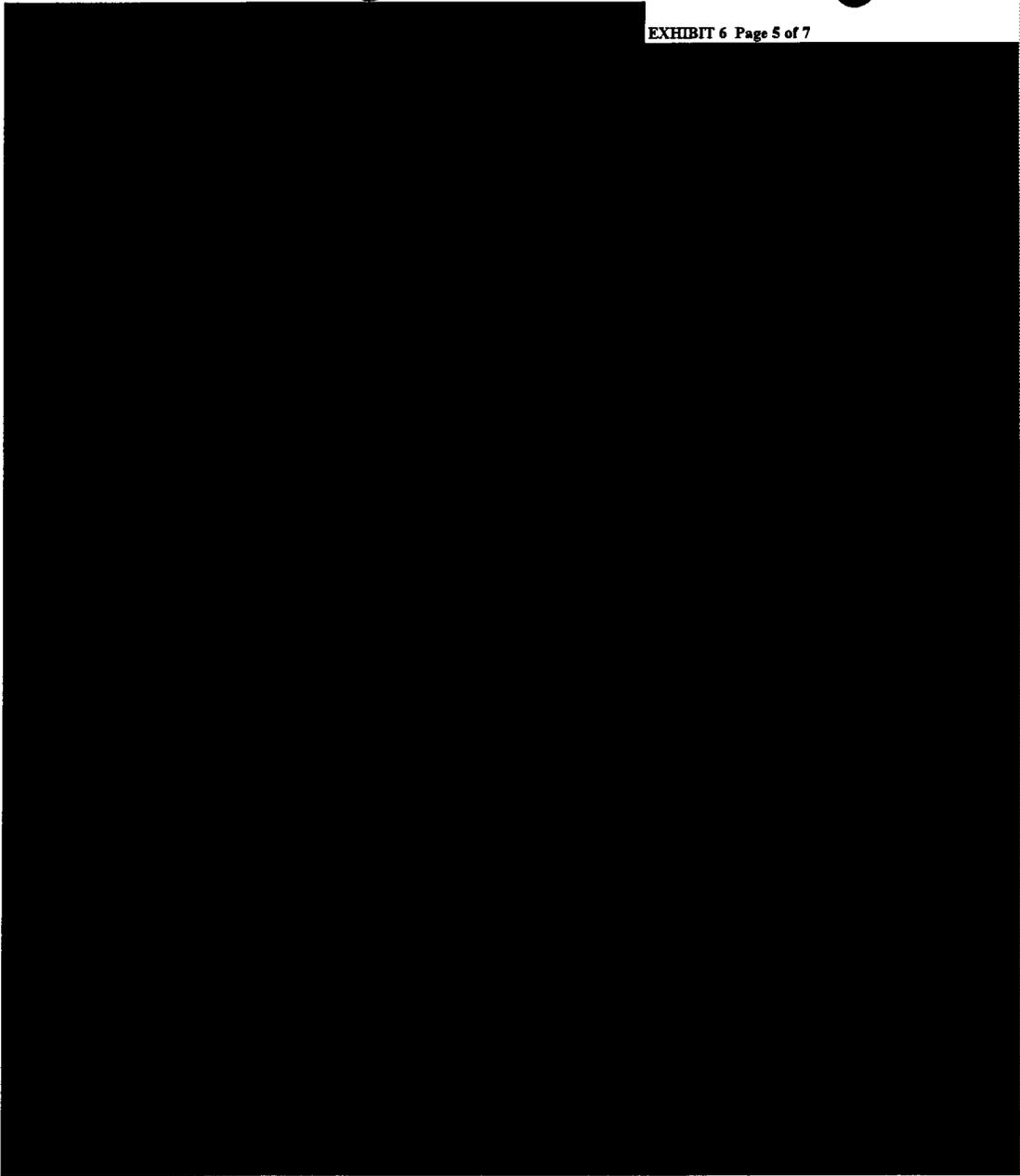


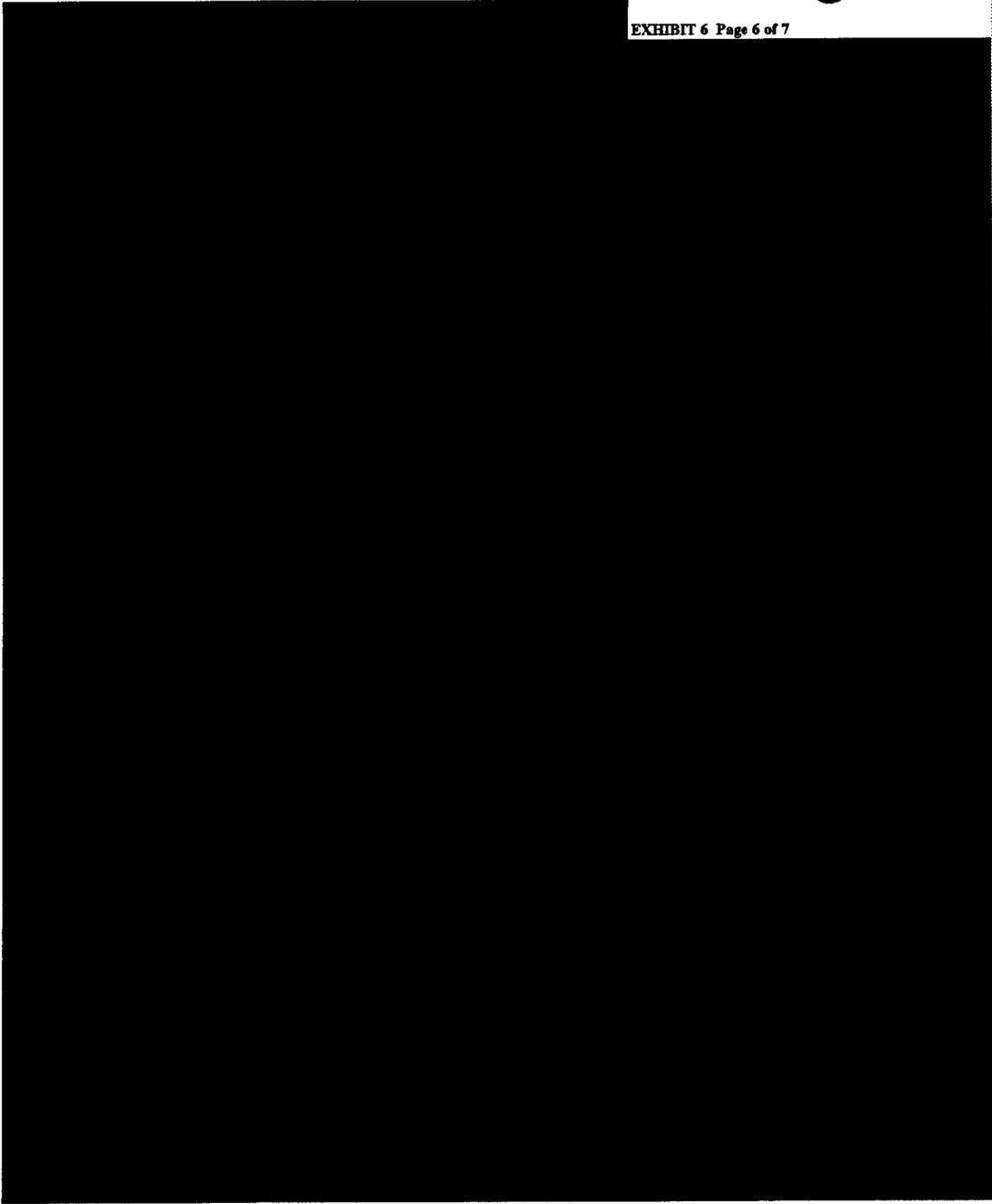
Joseph P. Cowin

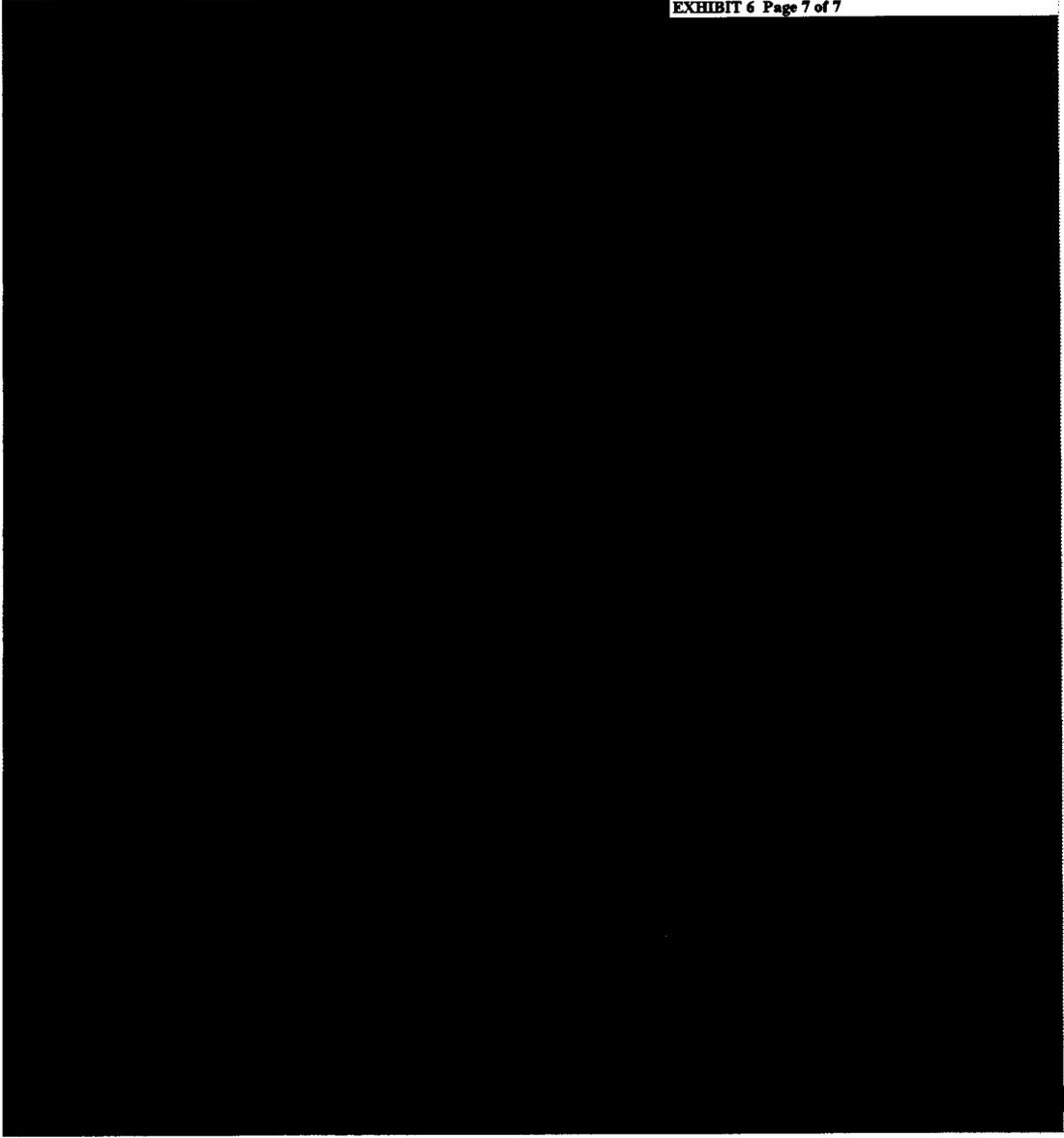
c: Randy Osler
Bill Cheek

Attachments









KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

FACSIMILE

(202) 955-9792

NEW YORK, NY

LOS ANGELES, CA

MIAMI, FL

CHICAGO, IL

STAMFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

HONG KONG

AFFILIATE OFFICES

BANGKOK, THAILAND

JAKARTA, INDONESIA

MANILA, THE PHILIPPINES

MUMBAI, INDIA

TOKYO, JAPAN

October 11, 1999

DANNY E. ADAMS

DIRECT LINE (202) 955-9874

E-MAIL: dadams@kelleydrye.com

BY FEDERAL EXPRESS

Joseph P. Cowin, Esq.
Senior Attorney
Sprint Legal and External Affairs
5454 West 110th Street
Overland, Kansas 66211

Re: **Demand letter to Thrifty Call dated September 24, 1999**

Dear Mr. Cowin:

This letter is in response to your letter of September 24, 1999, and the letter of Ms. Jane Wrenn dated October 8, 1999, both to Mr. Jerry James, Executive Vice President of Thrifty Call, Inc. As explained more fully below, your letter is based on several erroneous statements of fact and law, including wrong interpretations of Sprint's own interstate access tariff. Based on these errors, you propose a series of extreme, and in some cases unlawful, measures. Thrifty Call has no intention of acceding to these demands and will not cooperate in any PIU audit until these misconceptions are remedied.

First, Thrifty Call's PIU reports are accurate. As you are undoubtedly aware, since 1985 the FCC has prescribed the "entry-exit surrogate" method of jurisdictional classification of telecommunications traffic covered by PIU reports. This requirement is recognized by Sprint at Section 2.3.11(A)(1)(b) of its Tariff F.C.C. No. 1. The FCC's EES methodology prescribes that (as stated in Sprint's FCC tariff), "every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication."¹

All of the Thrifty Call terminating minutes which you challenge as intrastate in Florida and North Carolina meet the FCC's definition (repeated in the Sprint tariff) of interstate

¹ Sprint Tariff F.C.C. No. 1, Section 2.3.11(A)(1)(b).

KELLEY DRYE & WARREN LLP

Joseph P. Cowin, Esq.
October 11, 1999
Page Two

calls. That is, these minutes entered the Thrifty Call network in a state *other than* the state in which they were terminated. Under FCC rules and the Sprint tariff, then, these minutes are interstate and were properly reported. The traffic carried in Texas, on the other hand, was given to Thrifty Call by other carriers and the call records which support the interstate PIU reports have already been supplied to Sprint.

Second, the only departure from the EES methodology permitted by the FCC rules or the Sprint tariff is following an audit. Your letter states that "Thrifty Call has been inaccurately reporting" its PIU, based on Sprint's data. Not surprisingly, Sprint finds its own data to be more "reliable and accurate" than Thrifty Call's reports. Despite the absence of any discussion of the EES methodology, the basis of Sprint's allegedly more reliable data, or the points of entry and exit on the Thrifty Call network, your letter states an intent to impose Sprint's unilaterally determined PIU on Thrifty Call and to backbill Thrifty Call [REDACTED]. This is an unacceptable position. The minutes in question were interstate and Sprint's attempt to recharacterize them in complete disregard for the FCC's prescribed methodology will not be accepted by Thrifty Call; nor is this approach consistent with FCC policy or the Sprint tariff.

Third, no backbilling is permitted even where audits conclude that PIU reports are inaccurate. Your letter takes the further erroneous position that the law permits Sprint to backbill any difference that an audit finds between a carrier's PIU reports and Sprint's own "data." Even where the prescribed procedure is followed and an audit of PIU reports is conducted, any adjustment based on the audit is forward-looking only. No backbilling is permitted. In fact, Sprint's Tariff F.C.C. No. 1 states twice that "no prorating or back billing will be done based on [any revised] report." In contrast, its only reference to departures from carrier reports as the basis for PIU is in its reference to audits, which does not include any reference to backbilling. This fact is not the result of magnanimity on the part of Sprint's tariff writers, it is because FCC policy precludes any such backbilling. Your statement that Sprint intends to backbill Thrifty Call for over [REDACTED] thus is in direct contravention of both the Sprint tariff and FCC policies and rules.

Fourth, Sprint has no basis for demanding that Thrifty Call provide it with proprietary customer information. Your September 24 letter requests "the names of all interexchange carriers for which Thrifty Call is terminating traffic to Sprint as well as copies of any communications and agreements that Thrifty Call has with these carriers." The October 8 letter from Jane Wrenn seeks even more information about Thrifty Call's client relationships. Thrifty Call's response to these demands is, in a word: *no*. Sprint has no basis for such an extreme demand and Thrifty Call has no intention of supplying Sprint – or any other competitor – with copies of confidential communications and contracts with its customers – with or without a confidentiality agreement.

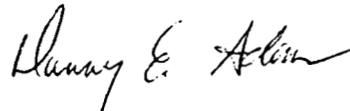
In summary, Thrifty Call offers the following responses to the six numbered statements in your September 24 letter.

Joseph P. Cowin, Esq.
October 11, 1999
Page Three

1. Thrifty Call's PIU reports comply with the FCC's prescribed EES methodology.
2. Thrifty Call has no intention of permitting a Sprint audit in the face of Sprint's threats of unlawful backbilling and unilateral PIU revisions. When these unlawful demands have been rescinded, the terms and timing of a third party audit can be discussed. Please inform Ms. Jane Wrenn and Mr. Gregg Brown that the audit they propose to initiate on October 18, 1999 is postponed indefinitely.
3. No information will be provided at this time.
4. No information will be provided in connection with Thrifty Call's customer communications or contracts, now or in the future.
5. Sprint's proposed backbilling is prohibited by FCC policy and is inconsistent with Sprint's own FCC tariff. Thrifty Call will not pay any backbilled amounts.
6. The FCC's prescribed methodology for PIU measurement is the EES approach based on carrier reporting. Thrifty Call will continue to pay on that basis and will not honor Sprint's unlawful attempt to impose its own "PIU."

I hope this letter gives a clear understanding of Thrifty Call's position on Sprint's unlawful and extreme demands. Please direct all future inquiries and correspondence on this matter to me.

Sincerely,



Danny E. Adams
Counsel to Thrifty Call, Inc.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 16

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.9 Network Blockage

It shall be the responsibility of the IC to **provide adequate trunking capacity, to avoid any adverse affects** to the telecommunications network.

E2.3.10 Coordination with Respect to Network Contingencies

The IC shall, in cooperation with the company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

E2.3.11 Jurisdictional Report Requirements

A. Jurisdictional Reports

1. When a customer initially orders Switched or Dedicated Access Service, Billing and Collection Service, Directory Assistance Access Service and/or Inward Operator Service, the customer shall state in its order the Percent Interstate Usage (PIU) for each service. The PIU shall be stated on a statewide, local exchange company-specific basis and may be represented at a LATA or billing account level at the option of the customer. The customer shall compute the PIU using the following formula (rounded to the whole percentage):

Total Interstate + Originating Minutes		Total Interstate Terminating Minutes
Total	+	Total
Originating Minutes		Terminating Minutes

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 17

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

1. a. The intrastate usage is to be developed as though every call that originates within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of origination is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication. For the purposes of jurisdictional reporting, origination shall be defined as the calling end user's initiation of the call. The customer's specific network configuration shall not be considered.
- b. When the customer computes the PIU, it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.
2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the intrastate Switched Access Service(s) information reported as set forth in 1. preceding will be used to determine the charges as follows:

For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 18

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Contld)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Contld)

3. When the customer orders Directory Assistance Access Service and/or Inward Operator Services Access Service, the customer shall state in its order the projected intrastate percentage for terminating use in a whole number (a number of 0 through 100) for each Directory Assistance Access Service and/or Inward Operator Services group ordered. (A method the customer may wish to adopt could be to use its *terminating traffic* from its premises to the involved Directory Assistance Location and calculate the projected intrastate percentage as set forth in 2. preceding.)
4. Effective on the first day of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report. The customer shall forward to the Company, to be received no later than 30 days after the first day of each such month, a revised report for all services showing the intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use in which the call detail available to the Company is insufficient to determine jurisdiction. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report, as specified preceding, the Company will assume the percentages to be the same PIU provided in the last quarterly report accepted by the Company. For those cases in which quarterly reports have never been received from the customer, the Company will assume the PIU factors to be the most recent audit results or to be the same as those provided in the initial order for service if no audit has been performed.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poagr Director

original Page 19

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

5. For all services where the jurisdiction can be determined from the call detail available to the Company, the Company will determine the quarterly updated intrastate percentage as follows. For originating access minutes, the intrastate percentage will be developed on a monthly basis by end office when the access minutes are measured by dividing the measured intrastate originating access minutes by the total originating access minutes. For terminating access minutes, the intrastate percentage will be determined as set forth in a. and b. following. This percentage shall be used by the Company as the intrastate percentage for such call detail. The Company will designate the number obtained by subtracting the intrastate percentage for originating and terminating access minutes calculated by the Company from 100 ($100 - \text{Company calculated projected intrastate percentage} = \text{interstate percentage}$) as the projected interstate percentage of use.
 - a. For Access Services for which sufficient call detail is available to the Company, the data used by the Company to develop the intrastate percentage for originating access minutes will be used to develop the intrastate percentage for such terminating access minutes; or
 - b. The customer may provide a PIU for terminating Access Service. The initial PIU report and subsequent quarterly PIU reports shall follow those criteria as set forth in E2.3.11.A.1 and E2.3.11.A.2 preceding.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 20

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

6. Entrance Facility and Direct-Trunked Transport

Entrance Facility and Direct-Trunked Transport will be made available in conformance with the restructure of Local Transport. In order to provide these new services, customers of Switched Access services must provide new PIU factors that reflect all Switched Access services using these restructured facilities.

When an Entrance Facility is provided for both interstate and intrastate Switched Access, the customer must provide a Switched Access Entrance Facility PIU factor on a serving wire center or study area level. The Entrance Facility PIU must account for all Switched Access originating and terminating usage carried over the Entrance Facility.

When Direct-Trunked Transport is provided for both interstate and intrastate Switched Access, the customer must provide a Switched Access Direct-Trunked Transport PIU factor on a study area level. The Direct-Trunked Transport PIU must account for all Switched Access originating and terminating usage carried over the Direct-Trunked Transport facilities.

If the customer does not provide a Switched Access PIU factor for an Entrance Facility or Direct-Trunked Transport as set forth above, the Company will develop a PIU for the Entrance Facility and Direct-Trunked Transport using the most current representative period.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 21

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Contld)

E2.3.11 Jurisdictional Report Requirements (Contld)

A. Jurisdictional Reports (Cont'd)

7. The jurisdictional report will serve as the basis for all future billing except as provided in C. following and will be effective on the next bill date.
8. Dedicated Access Service must be reported as 100% interstate use or 100% intrastate use and the jurisdiction will be determined as follows:
 - If the customer's estimate of the interstate traffic on the service involved constitutes 10 percent or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.
 - If the customer's estimate of the interstate traffic on the service involved constitutes more than 10 percent of the total traffic on that service, the service will be provided in accordance with the appropriate interstate tariff.

Any change in a Dedicated Access Service that would result in a change of jurisdiction must be reported immediately.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 22

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Contld)

E2.3.11 Jurisdictional Report Requirements (Contld)

A. Jurisdictional Reports (Cont'd)

9. When a customer orders Common Channel signaling/Signaling System 7 (CCS/SS7) Interconnection Service the customer shall provide to the Company in its order for the service, a CCS/SS7 Interconnection Service PIU Report.

Customers who provide the CCS/SS7 Interconnection Service PIU Report shall supply the Company with an intrastate percentage per Signaling Transfer Point (STP) Port Termination as specified in E2.3.11.A preceding. This STP Port Termination PIU will be an average PIU based upon the jurisdiction (interstate versus intrastate) of those originating end user calls that require use of the specified STP Port Termination for signaling purposes.

The PIU provided by the customer for the STP Port Termination will be used by the Company to determine the jurisdiction of the customer's STP Access Mileage charges.

The CCS/SS7 Interconnection Service PIU must be provided to the Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate and intrastate jurisdictional report as specified in E2.3.11.A.4 preceding will also apply for updating the CCS/SS7 Interconnection Service PIU Report. The Company will utilize the quarterly CCS/SS7 Interconnection Service PIU Report for the STP Port Termination to update the STP Access Mileage PIU effective on the bill date for the service.

All provisions pertaining to maintenance of records as specified in E2.3.11.B of this tariff will apply to the CCS/SS7 Interconnection Service.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
 By: F. B. Poag, Director

Original Page 23

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

A. Jurisdictional Reports (Cont'd)

10. When a customer orders Line Information Data Base (LIDB) Access Service, the customer shall in its order provide to the Company a LIDB Access Service PIU Report. Customers who **provide the LIDB Access Service PIU Report shall supply** the Company with an intrastate percentage per originating point code (OPC) ordered as specified in E2.3.11.A preceding. The LIDB Access Service PIU will be an average PIU based upon the jurisdiction (interstate versus intrastate) of those *originating end* user calls for which the Company LIDB is being queried.

The LIDB Access Service PIU Report must be provided to the Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the jurisdictional report are as specified in E2.3.11.A.4 preceding will also apply for the LIDB Access Service PIU Report.

All provisions pertaining to maintenance of records as specified in E2.3.11.B of this tariff will apply for LIDB Access Service PIU Report.

B. Maintenance of Customer Records

The customer shall maintain and retain for a minimum of six months, complete, detailed and accurate records, workpapers and backup documentation in form and substance to evidence the percentage data provided to the Company as set forth in A. preceding. All of the records, workpapers and backup documentation shall be made available during normal business hours, at the location named in the report, upon reasonable request by the Company in order to permit a review by the Company Auditor or outside auditor under contract to the Company or a mutually agreed upon outside auditor to be paid for by the customer, or an outside auditor under contract to the Joint LEC

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 24

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

B. Maintenance of Customer Records (Cont'd)

Audit Committee, or an auditor of a state regulatory commission. **Such records shall** consist of one of the following:

1. All of the records, workpapers and backup documentation (including magnetic tapes of call detail records of raw and billable traffic, a listing of all originating and terminating trunk groups, billing information from other companies and customer billing information); or
2. If the customer has a mechanized system in place that calculates its PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source codes, etc.) relating to such system, or
3. Mutually agreed upon records which contain data sufficient to evidence the reported PIU, such as summary data compiled from the records in 1. preceding. If the customer and the Company cannot agree on mutually agreed upon records, the customer and the Company will jointly and informally solicit the assistance of the appropriate regulatory body or its staff to resolve any disagreement.

C. Audit and Reconciliation of Customer Records

1. When the customer reports a projected PIU as set forth in E2.3.11.A preceding or when a billing dispute arises or when a regulatory commission questions the reported PIU, the Company may, upon written request, require the customer to provide call detail records which will be audited to substantiate the reported PIU provided to the Company. This written request shall be considered as the initiation of the audit.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 25

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

C. Audit Reconciliation of Customer Records (Cont'd)

2. In the event of an **audit, the customer shall provide** the data specified in E2.3.11.B preceding to the agreed upon auditor within thirty days. The data will be provided at an agreed upon location during normal business hours.
3. If the customer fails to provide the requested data within thirty days of the written request, or audit notice, the customer will be in violation of this tariff and subject to those actions specified in E2.1.8 preceding. Should the Company elect to take such measures, appropriate documentation will be provided to the Florida Public Service Commission prior to the refusal of any orders for additional service and/or disconnection of service.
4. Audits may be conducted by (a) an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor paid for by the customer; (c) an independent auditor selected and paid for by the customer; or (d) an independent auditor under contract to the Joint LEC Audit Committee. If the customer selects option (c), the selected auditor must certify that the audit was performed following FCC procedures for measuring interstate and intrastate traffic as established by Commission orders, and provide to the Company a report with supporting documentation to verify such procedures. If the customer selects option (b), (c) or (d) the auditor shall produce an attestation audit report upon completion of the audit.
5. When an auditor cannot be agreed upon within thirty days after receipt of the initial audit notice, the independent auditor under contract to the Joint LEC Audit Committee shall perform the audit.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 26

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 obligations of the IC (Contld)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

C. Audit and Reconciliation of Customer Records (Contd)

6. Changes to the reported PIU will not be accepted by the Company for the audit test period.
7. The Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Company.
8. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested).
9. The Company will adjust the customer's PIU based upon the audited results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. After this adjustment period, the customer may report a revised PIU pursuant to E2.3.11.A preceding. If the revised PIU submitted by the customer represents a deviation of five percentage points or more from the audited PIU, and that deviation is not due to identifiable reasons documented and provided with the revised PIU, the Company retains the right to refuse the revised report and/or initiate audit procedures.
10. Both credit and debit adjustments will be made to the customer's interstate and intrastate access charges for the period specified in E2.3.11.C.9 preceding to accurately reflect the usage for the customer's account consistent with E2.4.1 following.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 27

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.11 Jurisdictional Report Requirements (Cont'd)

C. Audit and Reconciliation of Customer Records (Cont'd)

11. If, as a result of an audit performed by an independent auditor under contract to the Company or an independent auditor under contract to the Joint LEC Audit Committee, the customer is found to have misreported its PIU by greater than or equal to five percentage points, the Company shall require reimbursement from the customer for the cost of the audit. Where applicable, such cost shall be proven by submission of the bill(s) submitted to the Company by the auditor. Such bill(s) shall be due and paid in immediate funds thirty days from receipt and shall carry a late payment penalty as set forth in E2.4.1 following.
12. Contested audits may be referred to the Florida Public Service Commission by the customer or the Company within thirty days of receipt of the audit results.
13. Correspondence between the Company and the customer shall be conducted solely by U.S. Mail, return receipt requested, for the following audit phases and limited to the timeframes specified:

Choice of auditor:	30 days from the date of the initial audit notice.
Choice of test period:	10 business days from the date of the initial audit notice.
Provision of audit results:	30 days from the completion of field work by the designated auditor.
Concurrence of audit results:	30 days from receipt of the audit results.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

original Page 28

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Contld)

E2.3.11 Jurisdictional Report Requirements (Contld)

C. Audit and Reconciliation of Customer Records (Cont'd)

13. (Contld)

In the absence of a proper response within the stated timeframes, concurrence will be assumed on the content of the correspondence from the other party.

14. The Company will work cooperatively with other local exchange companies to develop joint audits of a customer and thus limit the customer's total state PIU audits to one per year. If, however, the audit results represent what the Company considers to be a substantial deviation from the customer's reported PIU for the period upon which the audit was based or if subsequent customer-initiated changes to the reported PIU appear to be extreme or excessive, the Company will request an audit of the call detail records more than once annually.

15. All audits of customer-provided PIUs shall be conducted pursuant to the rules and regulations stated in this tariff. If a customer fails to comply with the provisions contained in this tariff, the Company may refuse additional applications for service and/or may refuse to complete any pending orders for service. After the Company has refused additional applications and/or completion of pending orders for service for a period of 30 days, and the customer has continued to remain noncompliant with the provisions of this tariff, the Company may disconnect the customer for noncompliance as set forth in E2.1.8 preceding without further notice.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
 By: F. B. Poag, Director

First Revised Page 29
 Cancels Original Page 29

Effective: February 18, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Cont'd)

E2.3.12 Determination of Intrastate Charges for Mixed Interstate and Intrastate Access Service, CCS/SS7Interconnection Service and/or LIDB Service.

A. When mixed interstate and intrastate Access Service, CCS/SS7Interconnection service is provided, all charges (i.e., nonrecurring, monthly **and/or usage**) including optional feature charges, will be prorated between interstate and intrastate except for those services set forth in E2.3.12.A.3 following. The percentage as set forth in E2.3.11.A preceding will serve as the basis for prorating the charges. The percentage of Access Service to be charged as intrastate is applied in the following manner:

1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
2. For usage sensitive (i.e., access minutes, calls, and queries) chargeable rate elements, multiply the percent intrastate use times the actual use (i.e., measured or Company assumed average use) times the stated tariff rate.
3. Nonrecurring chargeable rate elements for Toll Free Code Access Service, Interim 500 Access Service, and 900 Access Service will be assessed in full rather than prorated between interstate and intrastate. (N)

E2.3.13 Proof of Certification

A. When an IC places an order with the Company for services provided in this Tariff, the IC shall be responsible for furnishing to the Company, at the time the service is requested, proof that the IC has obtained or is in the process of obtaining a certificate of public convenience and necessity from the Florida Public Service Commission. Unless this proof as described is presented to the Company, the IC's request for service will not be processed.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 30

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.3 Obligations of the IC (Contld)

E2.3.13 Proof of Certification (Contld)

- B. If at the time service was requested the IC had not obtained a certificate of public convenience and necessity from the Florida Public Service Commission, the IC must furnish to the Company on or before the date services are to be provided proof that a certificate has been issued to the IC by the Florida Public Service Commission. If the IC fails to provide proof of certification to the Company, service will not be provided.
- C. When an End User places an order with the Company for Feature Group B service provided in this Tariff, the End User shall be responsible for furnishing to the Company, at the time the service is requested, proof through a letter of certification to the Company that Feature Group B service as ordered by the End User is to provide intrastate telecommunications service for its own use. Feature Group B service to End Users cannot be resold and is only available where facilities permit and billing capabilities exist.

E2.4 Payment Arrangements and Credit Allowances

E2.4.1 Payment of Rates, Charges and Deposits

- A. The Company will, in order to safeguard its interests, only require an IC or End User which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of a service to the IC or End User to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of an IC or End User which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the IC or End User from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the IC or End User is terminated, the amount of the deposit will be credited to the IC's or End User's account and any credit balance which may remain will be refunded.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Original Page 31

Effective: January 1, 1997

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Contld)

E2.4.1 Payment of Rates, Charges and Deposits (Contld)

A. (Cont'd)

Such a deposit will be refunded or credited to the IC's or End User's account when the IC or End User has established credit or, in any event, after the IC or End User has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the IC or End User. In case of a cash deposit, for the period the deposit is held by the Company, the IC or End User will receive interest at the percentage rate set forth in B.3.a or in B.3.b following, whichever is lower, as set forth by Florida Public Service Commission Rule 25-4.109. The rate will be compounded daily for the number of days from the date the IC's or End User's deposit is received by the Company to and including the date such deposit is credited to the IC's or End User's account or the date the deposit is refunded by the Company. Should a deposit be credited to the IC's or End User's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the IC's or End User's account.

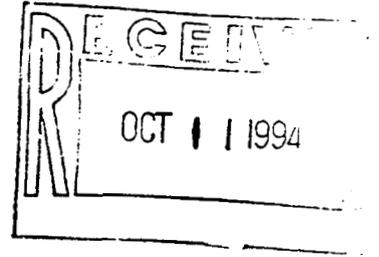
- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period (e.g., Dedicated Access and Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing) except for charges associated with service usage (e.g., Switched Access Interconnection Charge, Tandem-Switched Transport, Local Switching and Line Termination, and Carrier Common Line), and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

Commissioners:
J. TERRY DEASON, CHAIRMAN
SUSAN F. CLARK
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



General Counsel
ROBERT D. VANDIVER
(904) 488-7463

Public Service Commission



October 7, 1994

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Re: In the Matter of LDDS COMMUNICATIONS, INC., COMPLAINANT V.
UNITED TELEPHONE OF FLORIDA
Docket No. E 94-71

Dear Mr. Caton:

On behalf of the Florida Public Service Commission, please find enclosed an original and fourteen copies of the Commission's MOTION FOR LEAVE TO ACCEPT AMICUS MEMORANDUM and AMICUS MEMORANDUM IN SUPPORT OF UNITED'S POSITION in the above docket. An extra Copy is also enclosed with a stamped, self-addressed envelope; please date stamp and return.

Please contact me should you have any questions concerning this matter.

Sincerely,

Cynthia B. Miller
Associate General Counsel

CBM/cjp
fcccbm.cjp

Enclosures

BEFORE THE
Federal Communications Commission
WASHINGTON, D.C.

In the Matter of)	
)	
LDDS Communications, Inc.,)	
)	E-94-71
Complainant,)	
v.)	
)	
United Telephone Of Florida)	
)	
Defendant.)	
_____)	

FLORIDA PUBLIC SERVICE COMMISSION'S
MOTION FOR LEAVE TO ACCEPT AMICUS MEMORANDUM

The Florida Public Service Commission (FPSC) seeks to file an amicus memorandum in the above proceeding. The FPSC has a substantial interest in this proceeding. While this is a complaint proceeding, which normally involves a complainant and a party against whom the complaint is brought, matters relating to the FPSC jurisdiction are being raised. Thus, the FPSC is compelled to file the amicus memorandum herein.

WHEREFORE, the FPSC moves that the Federal Communications Commission accept this filing of an amicus memorandum.

Respectfully submitted,



Cynthia B. Miller
Associate General Counsel

Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-7464

Dated: October 7, 1994

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copy of the foregoing document was sent by U.S. Mail, this 7th day of October, 1994, to the following:

Danny F. Adams
William E. Smith
Wiley, Rein & Felding
1776 K Street NW
Washington, DC 20006

Thomas D. Wyatt, Chief
Formal Complaints &
Investigations
Branch-Enforcement Division
FCC Common Carrier Bureau
1250 - 23rd Street, NW,
Room 100
Washington, DC 20554

Wilbert E. Nixon, Jr.
FCC Commission Counsel
1250 - 23rd Street, NW
Washington, DC 20554

Craig T. Smith
Post Office Box 11315
Kansas City, MO 64112

Alan N. Berg
Post Office Box 16500
Altamonte Springs, FL 32216

Jay Keithley
1850 M Street NW
Suite 1100
Washington, DC 20036


CYNTHIA B. MILLER

BEFORE THE
Federal Communications Commission
WASHINGTON, D.C.

In the Matter of)	
)	
LDDS Communications, Inc.,)	
)	E-94-71
Complainant,)	
v.)	
)	
United Telephone Of Florida)	
)	
Defendant.)	
_____)	

FLORIDA PUBLIC SERVICE COMMISSION'S
AMICUS MEMORANDUM IN SUPPORT OF UNITED'S POSITION

The Florida Public Service Commission (FPSC) urges the Federal Communications Commission (FCC) to reject the complaint filed by LDDS against United Telephone Company of Florida. We believe that the actions of United Telephone Company of Florida in auditing and backbilling for misreported intrastate access charges are reasonable, appropriate and consistent with both the interstate and intrastate access tariffs.

The accuracy of the percent interstate usage (PIU) reported by the interexchange companies (IXCs) has been an issue in Florida for a long time. This is especially the case in Florida because this state's intrastate switched access charges were higher than the interstate rates for all local exchange companies (LECs) until very recently. As a result, IXCs have had an incentive to overreport their interstate usage.

By Order No. 12765, issued December 9, 1983, the FPSC authorized the local exchange companies to monitor and audit IXCs' PIU. The FPSC

wanted to ensure that access charge payments were booked to the appropriate jurisdiction. The LECs encountered problems with the record keeping of some IXCs, resulting in a series of events leading to a negotiated agreement which governed the calculation methodology for PIU, joint auditing, and other issues, including backbilling. ATC/Microtel (now LDDS) and United, the parties in the instant proceeding, were parties to the agreement as were many other Florida companies. The provisions of the agreement were later included in the intrastate access tariffs of the respective LECs. The final tariff was not protested when brought to the FPSC for approval. The current Florida intrastate access tariffs for all Florida LECs contain nearly identical provisions regarding audits of PIU.

LDDS alleges that United violated the terms of its interstate tariff by backbilling LDDS for underreported intrastate usage. It also alleges that, at best, the provisions of United's interstate and intrastate tariffs are in conflict. The FPSC does not attempt to interpret the language of United's interstate access tariff. However, the FPSC asserts that the alleged conflict between the two tariffs does not exist. Both United's interstate and intrastate access tariffs allow auditing to determine the appropriate PIU. Once the PIU determination is made, the treatment of the separated interstate and intrastate access minutes is governed by the respective access tariffs. For example, if the results of United's PIU audit indicated that an underbilling of interstate usage occurred, we might agree that LDDS' argument regarding backbilling would be correct. In that case, the result would be that minutes which are appropriately interstate have not been billed as such,

and the interstate tariff revisions would apply to those minutes and no backbilling could occur. However, the results of this audit indicate that LDDS had minutes which properly belonged in the intrastate jurisdiction, which had been improperly billed to the interstate. The FPSC asserts jurisdiction over those intrastate minutes, and we believe it is appropriate to apply United's intrastate tariff to those minutes.

The FPSC believes that United acted appropriately when it backbilled LDDS from its intrastate tariff for underreporting intrastate access minutes of use. We urge the FCC to reject LDDS's complaint.

Respectfully submitted,


Cynthia B. Miller
Associate General Counsel

Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-7464

Dated: October 7, 1994

ldds.cjp

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copy of the foregoing document was sent by U.S. Mail, this 7th day of October, 1994, to the following:

Danny E. Adams
William E. Smith
Wiley, Rein & Felding
1776 K Street NW
Washington, DC 20006

Thomas D. Wyatt, Chief
Formal Complaints &
Investigations
Branch-Enforcement Division
FCC Common Carrier Bureau
1250 - 23rd Street, NW,
Room 100
Washington, DC 20554

Wilbert E. Nixon, Jr.
FCC Commission Counsel
1250 - 23rd Street, NW
Washington, DC 20554

Craig T. Smith
Post Office Box 11315
Kansas City, MO 64112

Alan N. Berg
Post Office Box 16500
Altamonte Springs, FL 32216

Jay Keithley
1850 M Street NW
Suite 1100
Washington, DC 20036


CYNTHIA B. MILLER

Audit of the PIU Factors Developed by Thrifty Call

For Florida for the period July 1, 1998 through June 30, 1999 please provide:

1. Names of all carriers (interexchange and otherwise) for which Thrifty Call is terminating traffic to Sprint
2. The volume of traffic per each carrier (interexchange and otherwise) terminated to Sprint for each month of the time period
3. Copies of any communications and agreements that Thrifty Call has with carriers (interexchange and otherwise) that involve traffic terminating to Sprint
4. Copies of any operational document that describes the terms and conditions of terminating traffic from other carriers(interexchange and otherwise) to Sprint
5. Copies of internal and external audit reports of Thrifty Call's PIU factor development systems and processes
6. Thrifty Call Traffic Dispersion Report for July1, 1998 through June 30, 1999
7. Copies of written internal controls for the Thrifty Call Traffic Dispersion Report
8. Copies of written internal controls for traffic call processing systems
9. System documentation depicting the flow of records from the time a record is handed off to Thrifty Call from a carrier (interexchange and otherwise) until it reaches the Traffic Dispersion Report
10. Network and system documentation depicting the flow of traffic and the recording of records from the time a call is handed off to Thrifty Call from a carrier (interexchange and otherwise) until it reaches Sprint
11. Source of the call detail records for the Traffic Dispersion Report
12. A list of significant modifications to the Traffic Dispersion Report
13. List major changes in network or major traffic fluctuations that occurred
14. Printout and file layout of the records transmitted to Thrifty Call from MCI prior to processing
15. The types of trunks between carriers (interexchange and otherwise) and Thrifty Call for purposes of terminating traffic to Sprint
16. Copy of Thrifty Call's FCC and state toll tariffs for Florida.
17. Information depicting where calls terminated to Sprint are switched
18. Type of switch where Sprint calls are switched, including whether the switches are SS7 equipped.
19. All records terminating to Sprint from July 1, 1998 through June 30, 1999 in industry standard EMI CAT 11 (access record) format