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ORIGINAL

RECORDS AND
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July 27, 2000

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 991377-TL

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are the original and 15 copies of Stipulation and Settlement and Petition for Limited Waiver of Rules 25-4.070(3)(A), 25-4.073(1)(C) and (1)(D) and 25-4.110(2), Florida Administrative Code. Also enclosed for filing in the above-referenced docket is the original and 15 copies of the Joint Motion for Expedited Consideration and Approval of Stipulation and Settlement.

Please indicate the time and date of receipt on the enclosed duplicate of this letter and return it to our office.

Sincerely,

Charles J. Beck
Charles J. Beck
Deputy Public Counsel

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Initiation of show cause
proceedings against Sprint-Florida,
Incorporated for violations of
service standards /

Docket No. 991377-TL

Filed: July 27, 2000

**STIPULATION AND SETTLEMENT AND PETITION FOR LIMITED WAIVER
OF RULES 25-4.066 (2), 25-4.070 (3)(A), 25-4.073 (1)(C) AND (1)(D) AND 25-
4.110(2), FLORIDA ADMINISTRATIVE CODE**

Pursuant to Section 120.57(4), Florida Statutes (1999), Sprint-Florida, Incorporated (Sprint or the Company) and the Office of the Public Counsel (OPC or Citizens) (hereinafter the Parties) have entered into this Stipulation and Settlement to effect an informal disposition and complete and binding resolution of any and all matters and issues which might be addressed by the Florida Public Service Commission (FPSC or Commission) in this docket. This Stipulation and Settlement avoids the time, expense and uncertainty associated with adversarial litigation in keeping with the Florida Public Service Commission's long-standing policy and practice of encouraging parties in contested proceedings to settle issues whenever possible. Concurrent with this Stipulation and Settlement, the Parties are herein requesting a waiver of certain quality of service rules as a condition of implementing the Service Guarantee Plan that forms the basis of the settlement of this docket. Accordingly, without prejudice to any Party's position in any other proceeding before the Florida Public Service Commission or any other venue, present or future, the Parties stipulate and agree as follows:

1. BACKGROUND & INTRODUCTION

This Docket was initiated on September 10, 1999 pursuant to a memorandum dated September 10, 1999. The OPC intervened on September 17, 1999. On April 13, 2000, an issue identification conference was held. At that time the Parties agreed with the FPSC staff (Staff) to establish a list of issues. In letters dated March 27, 2000 and April 25, 2000 Sprint acknowledged that the FPSC has jurisdiction to make a determination regarding Sprint's compliance with Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073(1) (c) and (1)(d) and 25-4.110(2), Florida Administrative Code, for the period of January 1, 1996 through December 31, 1999. These letters were acknowledged and issues established for this docket in Order No. PSC-00-0869-PCO-TL issued May 2, 2000. The OPC has served two Requests for Production of Documents and one set of Interrogatories on Sprint. Sprint has made its responses to the discovery available to the OPC for inspection.

Since the initiation of the Docket, the Parties have engaged in discussions for the purposes of resolving this matter. To this end the Parties have reached the following Stipulation and Settlement in full resolution of the issues before the Commission. Furthermore, the Parties agree to include the first quarter (January – March) 2000 in the period to which this Stipulation and Settlement applies, for any violation of the aforesaid rules.

As resolution of this docket and in lieu of any fine or other penalty that the Commission could otherwise assess in this matter, except as provided for in Section 3(D)(4), the Parties agree that Sprint will incur the cost of and establish a Service Guarantee Plan that

will automatically compensate customers and/or require the payment of funds by Sprint in the event that certain service objectives are not met. The Service Guarantee Plan will not require customers whose service is not installed or repaired within the objectives set out below to request that a credit to be placed on the bill. Any credits called for in the plan will be applied automatically. Payment of funds for failure to meet answer time criteria will be made as set out below. The Stipulation and Settlement generally, and the Service Guarantee Plan, specifically, are not intended to eliminate the FPSC's statutory authority to establish, monitor compliance with and/or enforce service quality standards. It represents a compromise of the Parties between possible assessment and payment of penalties and/or fines and a desire to insure that customers receive direct and immediate tangible relief when service does not meet the agreed upon Service Guarantee Objectives.

To that end, and except as provided for in Section 3(D)(4), the Parties agree that the initial payment to be made pursuant to Section 3(D)(2) and the Service Guarantee Plan are intended to substitute for the imposition of any sanction that the Commission might lawfully impose as a result of any hearing that could be held in this matter as set out in Order No. PSC-00-0869-PCO-TL. The Stipulation and Settlement is intended to take the place of any hearing that might be held in this Docket.

2. JOINT PETITION FOR A WAIVER OF RULES 25-4.066 (2), 25-4.070 (3)(A), 25-4.073 (1)(C) AND (1)(D) AND 25-4.110(2), FLORIDA ADMINISTRATIVE CODE

By this Stipulation and Settlement the Parties jointly request a limited waiver of the applicability of Florida Public Service Commission Rules 25-4.066 (2), 25-4.070

(3)(a), 25-4.073(1)(c) (as applicable to repair service) and (1)(d), and 25-4.110(2), Florida Administrative Code. Pursuant to Section 120.542, Florida Statutes, the Parties submit that the Service Guarantee Plan contained in this Stipulation and Settlement satisfies the requirement that a demonstration be made that the purpose of the underlying statute will be achieved by other means. By providing direct credits to customers whose service is affected by delayed installation or repair, the purpose of the underlying statutes are achieved. Provisions of Florida Statutes authorizing or directing the Commission to establish, monitor and enforce service standards, such as Section 364.01(4), 364.025, Florida Statutes (1999) (carrier of last resort obligations, service availability) will be adequately met if the basic service subscriber receives a direct and material credit for being without basic service. The graduated credit schedule will also act to discipline Sprint by imposing increasing and substantial penalties the longer repair of, or access to, service is delayed.

The Service Guarantee Plan meets the quality of service provisions of Chapter 364 by giving immediate and direct compensation to customers and provides similarly swift penalties to Sprint for not meeting objectives that are consistent with the existing Commission service rules. In addition, application of the above rules to Sprint at the same time direct credits are being made or accrued would constitute unfairness or economic hardship by imposing duplicate penalties. For this reason, the Parties request a waiver so that the Service Guarantee Plan can be implemented. The waiver is requested only for the time the Service Guarantee Plan is in effect and except as provided for in Section (D)(4). It is further the intent of the Parties that the waiver will be effective as to any amendments to the subject rules.

3. THE SERVICE GUARANTEE PLAN

The Parties hereby establish a Service Guarantee Plan that establishes four Service Guarantee Objectives, establishes credits for failure to meet these objectives and contains term and definitional language for application of the Service Guarantee Plan. Two of the objectives are designed to result in direct and automatic credits to customers if the objectives are not met. These are for installation of primary, basic service (where facilities are available) and repair of out-of-service conditions. The other two objectives are established for answer time in the business office and repair queues serving basic service customers. Failure to meet the answer time objectives will result in credits (referred to herein as “Community Service Credits”) being made to a Community Service Fund that will educate customers about and promote Sprint’s Lifeline service.

A. Service Guarantee Objectives and Credits Schedule

1. Repair - Out of Service (Service Interruption):

Sprint agrees to make the applicable automatic credits on the bills of each residential and single line business customer for whom Sprint fails to meet the Service Guarantee Objective specified in Table 1. An out-of-service condition for purposes of this Service Guarantee Objective occurs when a subscriber's service is interrupted other than by a negligent or willful act of the subscriber and it remains out of service in excess of 24 hours after being reported to the Company and where the customer is able to continue to take service (e.g. not where the service location has been destroyed by fire, flood, wind,

etc.). Sundays and holidays are excluded in calculating service outage duration for purposes of determining applicability of the credits in Table 1. In no event shall the Service Guarantee Credit for failure to meet a (Repair - Out of Service) Service Guarantee Objective be less than \$10.

Sprint will commit to continue providing automatic adjustments or refunds to customers who experience out-of-service conditions during Sunday or holiday periods, where such Sunday or holiday periods are not included in the duration calculation for purposes of the Service Guarantee Credit. Such adjustments or refunds shall not be deemed Service Guarantee Credits, shall be provided only for a Sunday or holiday not covered by the Service Guarantee Credit and will be calculated and credited to the customer consistent with Rule 25-4.110(2), Florida Administrative Code.

TABLE 1

<i>Repair – Out of Service</i>	
<i>Duration</i>	<i>Credit[§]</i>
<i>≤ 24 Hours*</i>	<i>\$0</i>
<i>> 24 to 36 Hours</i>	<i>25% of 1 Month's Recurring Local Service</i>
<i>> 36 to 48 Hours</i>	<i>50% of 1 Month's Recurring Local Service</i>
<i>> 2 to 5 Days</i>	<i>100% of 1 Month's Recurring Local Service</i>
<i>> 5 Days</i>	<i>200% of 1 Month's Recurring Local Service</i>

*Service Guarantee Objective.

§ \$10 minimum credit.

2. Service Installation Intervals:

Sprint agrees to make the applicable automatic credits on the bills of each residential and single line business customer for whom Sprint fails to meet the Service Guarantee

Objective specified in Table 2. This Service Guarantee Objective is applicable for primary local service only. Table 2 contains Sprint's commitment regarding the service installation intervals, service guarantee criteria and associated customer Service Guarantee Credits where central office and outside plant facilities are readily available. The duration shall be calculated beginning upon receipt of application when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is requested by the applicant or where special equipment or services are involved. Where the applicant requests a later date, the duration shall be calculated as if the requested date is day 3. Saturdays, Sundays and holidays are excluded for determining the applicable credits in Table 2, except that duration greater than 15 work days will be determined based on calendar days, including Saturdays, Sundays and holidays. Sprint will still be subject to FPSC Rule 24-066 (3) & (5), Florida Administrative Code where central office or outside plant facilities are not readily available.

TABLE 2

<i>Primary Service Installation Intervals</i>	
<i>Duration</i>	<i>Credit</i>
<i>≤ 3 Days*</i>	<i>\$0</i>
<i>> 3 to 6 Days</i>	<i>\$20</i>
<i>> 6 to 15 Days</i>	<i>\$50</i>
<i>> 15 to 30 Days</i>	<i>\$100</i>

*Service Guarantee Objective

3. Answer Time - Repair and Business Office:

Answer time for residence and business basic service customers will be measured

and reported based on the Average Speed of Answer (ASA). Measurement of ASA begins when the call leaves the Integrated Voice Response Unit (IVRU) and ends when a service representative answers the call or the caller abandons the call. Where an IVRU is not used, measurement of ASA begins as soon as the call is received at the automatic call distributor and ends when a service representative answers the call or the caller abandons the call. The Company will forecast expected demand and provide incoming access lines (trunks) to the business office and repair call centers at a P.01 grade of service for the average busy hour busy season. Within 30 seconds after the customer enters the IVRU, the caller will be given the option to exit the menu and be connected to a service representative. Sprint will credit the Community Service Fund for disposition in the amounts specified in Table 3 and/or Table 4 when the achieved ASA and/or Accessibility results do not meet the Service Guarantee Objectives specified in Tables 3 and 4.

Achievement of the Service Guarantee Objective and payment of any applicable Community Service Credits shall be determined separately for the business office that is designated to serve residential and single-line business basic service customers and separately for repair. Furthermore, Service Guarantee Objective achievement and applicable credit payment shall be determined separately for ASA and Accessibility. For example, 94% accessibility and 47 seconds ASA for a given queue would produce a community service credit of \$15,000 for the reporting month.

Answer time Service Guarantee Objectives and associated Community Service Credits for Answer Time results, ASA and Accessibility, are as follows:

TABLE 3

<i>Answer Time IS 1 (seconds)</i>	<i>Community Service Credit</i>
<i>≤35*</i>	<i>\$-0-</i>
<i>>35 ≤45</i>	<i>\$5,000</i>
<i>>45 ≤60</i>	<i>\$10,000</i>
<i>>60 ≤90</i>	<i>\$25,000</i>
<i>>90</i>	<i>\$50,000</i>

***Service Guarantee Objective**

TABLE 4

<i>Accessibility (%)</i>	<i>Community Service Credit</i>
<i>95 to 100*</i>	<i>\$-0-</i>
<i>>90 ≤95</i>	<i>\$5,000</i>
<i>>85 ≤90</i>	<i>\$10,000</i>
<i>>70 ≤85</i>	<i>\$25,000</i>
<i>≤70</i>	<i>\$50,000</i>

***Service Guarantee Objective**

Where the Company maintains a separate call center queue for non-basic business service customers, the criteria and credits are not applicable and answer time reporting is not required by the Service Guarantee Plan.

B. General Terms

- 1. Implementation Date:** Sprint will implement this Service Guarantee Plan no later than January 1, 2001 or within six month's of a final Commission order approving the Stipulation and Settlement, whichever is later. To the extent that the Service Guarantee Plan (or any portion thereof) is implemented earlier for any Service Guarantee Objective, upon notification to the Public Counsel and Commission Staff, the applicable

safe harbor provisions of this Service Guarantee Plan will apply for such portion implemented early.

2. **Credits:** Credits to customers will be made automatically and will not require the customer to request them.

C. Definitions

1. **Accessibility:** Where an IVRU is not used, Accessibility for a particular queue is defined as the percentage of calls directed by the customer to the particular queue, where the numerator is the total number of calls either answered by a service representative or abandoned by the customer and the denominator is the total number of calls directed by the customer to the particular queue. Where an IVRU is used, Accessibility for a particular queue is defined as the percentage of calls exiting the IVRU and directed by the customer to the particular queue, where the numerator is the total number of calls either answered by a service representative or abandoned by the customer and the denominator is the total number of calls exiting the IVRU and directed by the customer to the particular queue.
2. **Average Speed of Answer (ASA):** For a given month, the sum of the total number of seconds of all calls accessing a queue measured from the time each call exits the IVRU until the call is abandoned or answered by service representative, divided by the total number of calls.
3. **Service Representative:** A repair or business office live attendant prepared to assist a customer with either a repair or service inquiry or request.
4. **Local Service:** As defined in Section 364.02 (2), Florida Statutes (1999).
5. **Recurring Local Service:** The base amount for application of the percentages in Table 1, which shall be the charges for: recurring regulated basic and non-basic services, the Subscriber Line Charge, franchise fee (if any) and a prorated portion of the total taxes applicable to regulated local service. The base amount will not include the 911 surcharge, the local number portability charge or discretionary sales surtax. The service guarantee credit will be based on the recurring regulated local services of the customer for the period during which the credit is applied.
6. **Grade of Service:** Percent of calls encountering a busy. A P.01 grade of service requires sufficient incoming access lines or trunks such that 99 percent of calls will not encounter a busy condition in the average busy season busy hour.

7. **Service Guarantee Objective:** The standard(s) shown in Tables 1 through 4 for which no monetary credit will be required.
8. **Community Service Credits:** Credits made to the Community Service Fund when the Company fails to achieve the Service Guarantee Objectives established in Table 3 and/or Table 4.
9. **Community Service Fund:** The fund (i.e. corporate undertaking) established pursuant to Section 3(D)(2) and/or the fund (i.e. corporate undertaking) created by the payment of credits required when the Company fails to achieve the Service Guarantee Objectives established in Table 3 and/or Table 4.
10. **Safe Harbor Threshold:** The level of service below which the Commission shall have the authority to take action against Sprint pursuant to Section 364.285, Florida Statutes, the provisions of the Service Guarantee Plan notwithstanding. For this purpose the applicable threshold service levels shall be based on 80% of the FPSC rules in effect on the date of filing of the Stipulation and Settlement including application of Rule 25-4.070(6) (exclusion due to emergency situations), to wit:
 - (i). Business office answer time – 68% of calls directed to the business office answer queue answered within 55 seconds;
 - (ii). Repair answer time – 72% of the calls directed to the repair answer queue answered within 30 seconds (or where an IVRU is utilized – 76% of the calls directed to the repair answer queue answered within 55 seconds);
 - (iii). Installation -- For each exchange, 72% of new primary service orders completed within 72 hours; and
 - (iv.). Repair, out-of-service – For each exchange, 76% of out-of-service conditions restored within 24 hours.

For (i) and (ii), suspension of the Safe Harbor provided in Section 3(D)(3) shall occur for a particular Service Guarantee Objective only when the same queue fails to meet the threshold service level for two consecutive months. Suspension of the safe harbor will occur for a particular Service Guarantee Objective with respect to (iii) and (iv) above on an exchange-by-exchange basis and only when the same exchange fails to meet the threshold service level for two consecutive months. Restoration of the Safe Harbor shall only occur after the answer time or affected exchange equals or exceeds the applicable objective(s) contained in (i) through (iv) herein for two consecutive months.

D. Other Provisions of the Service Guarantee Plan

1. Force Majeure

In the event of an emergency due to major events such as hurricanes, work stoppages, or acts of third parties outside Sprint's control when it is reasonable to expect that the Company will be unable to meet its installation, repair and answer time objectives, Sprint may declare a service emergency. In declaring a service emergency, the Company shall define the geographic area, on a minimum of an exchange basis, where the emergency exists, may make indefinite commitments for installation and repair services within the affected areas, shall initiate public service announcements to inform customers, and shall notify the Commission at the time of implementation and termination of the service emergency period. In such cases, the Company shall be relieved of its obligations to provide credits for failure to meet the Service Guarantee Objectives for installation and repair service and answer time.

Where Sprint is relieved of meeting the Service Guarantee Objectives, it will revert to making refunds or adjustments for customers affected by a service emergency, pursuant to Rule 25-4.110(2), Florida Administrative Code, for out-of-service conditions defined by Rule 25-4.070(1)(b), Florida Administrative Code.

2. Establishment of a Community Service Fund and Disposition of Community Service Credits

Sprint shall establish a Community Service Fund in the form of a corporate

undertaking. If, pursuant to Section 3(A)(3) of the Service Guarantee Plan, Sprint makes credits to the Community Service Fund for failure to meet repair and business office answer time Service Guarantee Objectives, such amounts shall be disposed of, in coordination with the Office of Public Counsel, to educate customers about and promote Sprint's Lifeline service. Community Service Credits shall be accrued monthly and shall be spent during the calendar year following the accrual. For example, any amounts accrued during calendar 2001 shall be spent to educate customers about and promote Sprint's Lifeline service during calendar year 2002. The Parties reserve the right to agree to a different manner to dispose of amounts credited pursuant to Section 3(A)(3) of the Service Guarantee Plan, subject to the approval of the Florida Public Service Commission.

In addition, separate and apart from any credits that may be made pursuant to Section 3(A)(3) of the Service Guarantee Plan, Sprint agrees to credit an amount of \$100,000 to the Community Service Fund. Regardless of any credits made or disposed of as otherwise provided herein, \$100,000 shall be spent prior to January 1, 2002 to educate customers about and promote Sprint's Lifeline service.

3. Safe Harbor

Sprint's obligation to implement the Service Guarantee Plan is contingent upon the Commission granting the waiver requested herein. Therefore, except for the period of April 1, 2000 through the implementation date, during the life of the Service Guarantee Plan, the Company shall not be subject to Florida Public Service Commission Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073 (c) and (d) and 25-4.110(2), Florida Administrative Code, except as

otherwise specified herein.

4. Commission's Continuing Jurisdiction

The intent of the Parties is that the Commission shall have the right to enforce the provisions of this Service Guarantee Plan including, but not limited to, verification that the credits are made consistent with the Service Guarantee Plan. Furthermore, it is not the intent to deprive the Commission of its authority to resolve customer complaints and monitor and ensure that service is adequate and reasonable and resolve customer complaints. The Parties contemplate that the Commission will retain its ability to monitor service through auditing and reviewing filed reports.

The Parties contemplate that this Stipulation and Settlement will resolve all issues defined in Order No. PSC-00-0869-PCO-TL for the defined period (January 1, 1996 through March 31, 2000) and that the automatic credits will provide a safe harbor to Sprint for Commission sanctions that might otherwise be imposed pursuant to Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073 (c) and (d) and 25-4.110(2), Florida Administrative Code, for the duration of the Service Guarantee Plan.

However, the Parties further recognize that the Commission's monitoring efforts and/or the level of service complaints may warrant Commission inquiry into Sprint's overall level of service. For this reason the Parties further agree that any safe harbor that the Service Guarantee Plan provides will apply as long as the Company's results reported on a quarterly basis do not drop below the Safe Harbor Threshold. The Company will continue

to report service results to the FPSC as required under the rules in effect on the date of the filing of this Stipulation and settlement. In addition, Sprint will provide monthly reports to the Commission and the Office of the Public Counsel within 30 days of the end of the reporting month detailing the amount of credits related to installation, repair-out-of-service, business office answer time and repair answer time.

5. Term of Service Guarantee Plan

The term of the Service Guarantee Plan is for a minimum period of two years beginning on the implementation date, however, the Parties may mutually agree to extend the Service Guarantee Plan, subject to Commission approval. The Parties also will meet not later than the 18th month of the Service Guarantee Plan to discuss the potential for extending the Service Guarantee Plan and to address any aspects of the Service Guarantee Plan that should be modified. Additionally, each party will work in good faith to address and correct any unanticipated difficulties in a manner consistent with the intent of the Service Guarantee Plan.

4. MISCELLANEOUS MATTERS

This Stipulation and Settlement will become effective on the day following the vote of the Florida Public Service Commission approving this Stipulation and Settlement. The Florida Public Service Commission's decision will be reflected in a final order.

No Party to this Stipulation and Settlement will request, support or seek to impose a change in the application of any provision hereof. Furthermore, subject to the

approvals of the Florida Public Service Commission set forth herein, all Parties hereto waive any right to request further administrative or judicial proceedings in regards to the establishment or implementation of this Stipulation and Settlement. This waiver of the right to further administrative or judicial proceedings shall include (but not be limited to): a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code; a motion for reconsideration of the decision in this matter in the form prescribed by Rule 25-22.060, Florida Administrative Code; or a notice of appeal to initiate judicial review by the Florida Supreme Court pursuant to Rule 9.110, Florida Rules of Appellate Procedure, in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

This Stipulation and Settlement is contingent upon the Florida Public Service Commission's acceptance of the provisions herein, which acceptance shall include explicit recognition by the Florida Public Service Commission that all such matters are resolved by this Stipulation and Settlement.

This Stipulation and Settlement is also contingent upon approval in its entirety by the Florida Public Service Commission. This Stipulation and Settlement will resolve all matters in this docket pursuant to and in accordance with Section 120.57(4), Florida Statutes (1999). This docket will be closed effective on the date the Florida Public Service Commission order approving this Stipulation and Settlement is final. If this Stipulation and Settlement is not accepted and approved without modification by an order not subject to further proceedings or judicial review, then this Stipulation and Settlement shall be considered null and void and of no further force or effect.

In the event that the FPSC does not accept this document in its entirety pursuant to its terms, this document shall not be admissible in any hearing on the matters established by this docket, or in any other docket or forum. Moreover, no Party to this Stipulation and Settlement waives any position on any issue that it could have otherwise asserted in this or any other docket as if this document had never been developed and written.

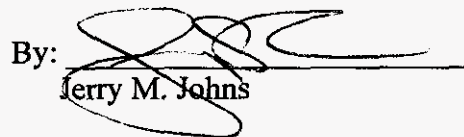
This Stipulation and Settlement dated this 21st day of July 2000 may be executed in counterpart originals and a facsimile of an original signature shall be deemed an original.

The Parties evidence their acceptance and agreement with the provisions of this Stipulation and Settlement by their signatures:

Office of Public Counsel
111 W. Madison Street, Room 812
Tallahassee, Florida 32399-1400

Sprint-Florida, Incorporated
1313 Blair Stone Road
Tallahassee, Florida 32301

By: 
Jack Shreve

By: 
Jerry M. Johns