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February 14, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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COMMISSION
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Re: Docket No. 031047-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are the original and 15 copies of Sprint's Redacted Supplemental Direct Testimony of James R. Burt with Exhibits JRB-4, JRB-5, and JRB-6 and the original and 15 copies of Sprint's Claim of Confidentiality.

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

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Susan S. Masterton

Enclosure

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**CERTIFICATE OF SERVICE
DOCKET NO. 031047-TP**

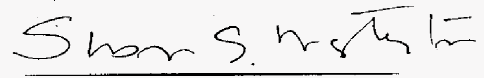
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Electronic and U.S. mail on this 14th day of February, 2005 to the following:

Carris (Lee) Fordham
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Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

SUPPLEMENTAL DIRECT TESTIMONY

OF

JAMES R. BURT

1 **Q. Please state your name and address.**

2 **A. My name is James R. Burt. My business address is 6450 Sprint Parkway, Overland Park,**
3 **Kansas 66251.**

4
5 **Q. Are you the same James R. Burt that submitted direct testimony and rebuttal**
6 **testimony in this docket on June 11 and July 9, 2004 respectfully?**

7 **A. Yes I am.**

8
9 **Q. What is the purpose of your testimony?**

10 **A. The purpose of my testimony is to address the issues relative to Issue 2 of this arbitration**
11 **proceeding between Sprint and KMC as defined in Order No. PSC-05-0073-PCO-TP.**

12
13 **Issue 2: How should the parties identify, exchange and compensate for traffic transported in**
14 **whole or in part over internet protocol?**

15
16 **Q. Please summarize Sprint's position on Issue 2.**

17

18

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1 **A.** Sprint's position on this issue is that Internet protocol (IP) traffic should be compensated the
2 same as circuit switched traffic. Traffic terminated from one party to the other party over
3 local interconnection facilities is not distinguishable as IP versus circuit switched. As stated
4 in my previously filed Direct Testimony on page 3 and 4, it is inappropriate to have a
5 different compensation mechanism apply simply because a portion of the network used to
6 transport a call uses a different technology.

7
8 Sprint's position on Issue 2 and the factual and legal bases for its position are fully
9 explained in my previously filed Direct and Rebuttal Testimony, which are incorporated
10 herein by reference. The remainder of my testimony will address the refinements to Issue 2
11 contained in Order No. PSC-05-0073-PCO-TP.

12
13 **In responding to this question, please address the following aspects, as pertinent:**

14 **Issue 2 (a) What types of traffic are originated on one party's network and terminated on the**
15 **other party's network? Approximately how much of each traffic type is originated on one**
16 **party's network and terminated on the other party's network?**

17
18 **Q. How does Sprint define the originating point of a call?**
19 **A. The originating point of the call is based on the telephone number of the calling party who**
20 **initiated the call regardless of how the call is subsequently routed.**

21
22 **Q. What types of traffic typically are originated on the network of one party and**
23 **terminated to the network of the other party pursuant to an interconnection agreement**

1 **between a competitive local exchange company (CLEC) and an incumbent local**
2 **exchange company (ILEC)?**

3 **A.** The types of traffic that would typically be originated on one party's network and terminated
4 to the other party's network over local interconnection trunks are voice traffic and Internet
5 Service Provider (ISP)-bound traffic that originates and terminates within the local calling
6 area as defined in the parties' interconnection agreement. Exhibit JRB-4 provides a
7 description of the various types of traffic typically exchanged by parties to an
8 interconnection agreement.

9
10 **Q.** **Do the parties to an interconnection agreement typically exchange any other types of**
11 **traffic besides local voice and ISP-bound traffic?**

12 **A.** Yes, as described in Exhibit JRB-4, in addition to voice and ISP-bound traffic originated on
13 one party's network and terminated on the other party's network, the parties to an
14 interconnection agreement may also exchange other types of traffic, including interexchange
15 traffic, operator services traffic, 911 traffic and transit traffic. Each of the different types of
16 traffic identified is routed over an appropriate trunk as identified in Exhibit JRB-4. While
17 these types of traffic typically may not "originate" on one of the party's networks, they
18 either transit or terminate on the network of one or both parties to the interconnection
19 agreement.

20
21 **Q.** **Does Sprint know what types of traffic KMC is terminating on Sprint's network?**

22 **A.** Sprint has no way of knowing specifically what types of traffic KMC is terminating on
23 Sprint's network. Rather, Sprint classifies the traffic based on the facilities used to
24 terminate the traffic, assuming that both parties are complying with the terms of the

1 interconnection agreement and Sprint's access tariffs regarding what types of traffic should
2 be terminated via the various trunking arrangements described in Exhibit JRB-4. Sprint
3 treats KMC's traffic in the same manner as any other traffic being terminated to Sprint. The
4 interconnection trunks are no different. The switching platform is the same. The traffic is
5 being terminated to telephone numbers that are served by Sprint's switches.
6

7 **Q. Based on Sprint's records, what is the amount of each type of traffic that KMC**
8 **terminates over its local interconnection trunks with Sprint?**

9 **A.** Sprint records show that from June 2004 to January 2004 KMC terminated an estimated
10 average of [REDACTED] minutes of traffic to Sprint over local interconnection trunks per month.
11

12 **Q. Based on Sprint's records, what is the amount of each type of traffic that Sprint**
13 **terminates to KMC over its local interconnection trunks with Sprint?**

14 **A.** Sprint's records show that from June 2004 to January 2005 Sprint terminated an estimated
15 average of [REDACTED] minutes of voice traffic and an estimated average of [REDACTED]
16 minutes of ISP-bound traffic to KMC over local interconnection trunks per month.
17

18 **Q. Have there been any dramatic shifts in the amount of traffic KMC terminates to Sprint**
19 **over its local interconnection trunks during the time KMC has exchanged traffic**
20 **pursuant to its interconnection agreements with Sprint?**

21 **A.** Yes. As reflected in Exhibit JRB-5, the traffic KMC terminated over its local
22 interconnection trunks with Sprint decreased dramatically beginning around May 2004,
23 when compared to the previous time period.
24

1 **Q. If KMC were terminating different types of traffic onto Sprint's network over local**
2 **interconnection trunks other than voice or ISP-bound traffic that originates and**
3 **terminates in the same local calling area, would Sprint be able to quantify these**
4 **different traffic types?**

5 **A.** No. As mentioned previously, Sprint does not treat KMC's traffic any differently than any
6 other traffic. The only distinction that can be made is the jurisdiction of the different traffic
7 types.

8

9 **Q. What is Sprint's ability to determine the jurisdiction of traffic terminated to Sprint by**
10 **KMC over local interconnection trunks?**

11 **A.** Sprint is unable to separately identify the jurisdiction of traffic on a real time basis, i.e.,
12 while the traffic is actually flowing over facilities to Sprint. But, Sprint is able to ascertain
13 the jurisdiction of the traffic after the fact based upon a review of the originating telephone
14 number and the terminating telephone number associated with the calls.

15

16 **Q. Have there been any difficulties determining the jurisdiction of traffic KMC is**
17 **terminating to Sprint's network over local interconnection trunks?**

18 **A.** Yes. I address this situation in my Direct Testimony on pages 13 through 15.

19

20 **Issue 2 (b) Which of the traffic types identified in (2)(a) are initiated or routed utilizing**
21 **Internet protocol?**

22

23 **Q. Can VoIP be used to route calls of all jurisdictions, for example, local, intrastate toll or**
24 **interstate toll?**

1 A. Yes. As I stated in my previously filed Direct Testimony, on page 5, VoIP calls that
2 interface with the PSTN can be local, intrastate toll or interstate toll, depending on the
3 originating and terminating points of the call.
4

5 **Q. Can Sprint identify or determine if any of the KMC traffic being terminated to Sprint
6 over local interconnection trunks is initiated or routed utilizing the Internet protocol?**

7 A. No. Sprint is not able to identify if any of the KMC traffic being terminated to Sprint over
8 local interconnection trunks is initiated or routed utilizing the Internet protocol. As stated
9 above, the traffic delivered to Sprint is Time Division Multiplexed (TDM) traffic and is
10 treated in the same manner as all other traffic terminated to Sprint over local interconnection
11 trunks.
12

13 **Q. Does Sprint have reason to believe that KMC was terminating VoIP traffic over its
14 local interconnection arrangements with Sprint?**

15 A. Yes. As discussed above, prior to April 2004, KMC terminated a significantly higher
16 amount of traffic to Sprint over its local interconnection trunks. Based on studies performed
17 by or on behalf of Sprint, a significant amount of this traffic was not local traffic, that is, it
18 did not originate on KMC's network and terminate on Sprint's network within the same
19 local calling area as defined in the interconnection agreement. Rather, the studies showed
20 that the traffic was interexchange traffic that originated outside Sprint's terminating local
21 calling area, that is, in a different LATA in Florida or even in another state. Because of the
22 dramatic drop off of this traffic in May 2004, which was after the FCC's decision in the
23 AT&T Declaratory Ruling docket (discussed on page 15 of my previously filed Direct
24 Testimony), Sprint assumed that KMC's traffic was VoIP traffic. In addition, Sprint

1 attempted to determine if the traffic was VoIP traffic by sending the letter identified as
2 Exhibit JRB-6 asserting Sprint's belief that this traffic was VoIP traffic, subject to access
3 charges pursuant to the order in the AT&T Declaratory Ruling docket. The fact that KMC
4 chose not to provide a response in writing to Sprint's letter and explicitly deny Sprint's
5 assertion supports Sprint's assumption that the traffic was VoIP.

6
7 **Issue 2 (c) How are each of the traffic types identified in (2)(a) physically routed and**
8 **terminated to the other party's network, and specifically how is Internet protocol used or**
9 **involved in the routing of the traffic?**

10
11 **Q. How do Sprint and KMC typically route local traffic (either voice or ISP-bound)**
12 **originating on the network of one party for termination by the other party?**

13 **A.** The diagram included as part of Exhibit JRB-4 depicts the typical network configuration for
14 the various types of traffic exchanged by the parties.

15
16 **Q. How is interexchange traffic typically originated, routed and terminated between the**
17 **parties?**

18 **A.** Interexchange traffic originating from a KMC end user would be delivered by KMC to the
19 appropriate IXC at the jurisdictional tandem over Feature Group D (FGD) trunks. The IXC
20 would then deliver the call to the terminating local exchange carrier (Sprint or another LEC)
21 over FGD trunks the IXC has established with that carrier. Interexchange traffic originating
22 from Sprint would be delivered to the appropriate IXC in the same manner and the IXC
23 would terminate the traffic to the terminating LEC (KMC or another LEC) as described
24 above.

1 **Q. Does Sprint route or terminate any of the KMC traffic delivered to Sprint over local**
2 **interconnection trunks in a unique manner?**

3 **A.** No. Sprint routes and terminates all of the KMC traffic delivered to Sprint over local
4 interconnection trunks in the same manner. Sprint's network is utilized the same for all
5 traffic terminated over the local interconnection trunks.

6
7 **Issue 2 (d) For each of the traffic types identified in (2)(b), what form of intercarrier**
8 **compensation, if any, is currently paid to the terminating carrier?**

9
10 **Q. What inter-carrier compensation does Sprint receive from KMC for traffic KMC**
11 **terminates to Sprint over local interconnection trunks?**

12 **A.** Generally, Sprint receives reciprocal compensation from KMC for the traffic KMC
13 terminated to Sprint over local interconnection trunks.

14
15 **Q. What intercarrier compensation does Sprint receive for interexchange traffic properly**
16 **terminated to Sprint?**

17 **A.** IXC traffic that is properly terminated to Sprint in accordance with the interconnection
18 agreement and Sprint's is billed to and payable by the appropriate IXC at the applicable
19 intrastate or interstate access rate set forth in Sprint's tariffs.

20
21 **Issue 2 (e) For each of the traffic types identified in (2)(b), what form of intercarrier**
22 **compensation should be paid on a going-forward basis, if any, and why?**

23

1 **Q. Issue (2)(b) suggests that KMC traffic initiated or routed utilizing the Internet protocol**
2 **could be terminated to Sprint over local interconnection trunks. Does Sprint agree**
3 **with that suggestion?**

4 **A.** Only to the extent that this VoIP traffic is local traffic as defined in the parties'
5 interconnection agreement, that is, the traffic originates on the network of one party to the
6 interconnection agreement and terminates on the network of the other party, all within the
7 same local calling area.

8
9 **Q. What inter-carrier compensation should apply to VoIP traffic?**

10 **A.** As stated in my Direct Testimony on page 7, it is Sprint's position that inter-carrier
11 compensation should be based on the true jurisdiction of the traffic as determined by the
12 actual originating and terminating points of the call, regardless of the technology. In other
13 words, if the end points of the call define the call as an interstate call, interstate access
14 charges apply. If the end points define the call as intrastate, intrastate access charges apply.
15 If the end points of the call define the call as local traffic, reciprocal compensation charges
16 apply.

17
18 **Q. Does Sprint agree that reciprocal compensation is the appropriate compensation for all**
19 **of the traffic KMC has terminated to Sprint over local interconnection trunks?**

20 **A.** No. As mentioned in my previously filed Direct Testimony on pages 13 through 15, and
21 discussed above Sprint has determined that some of the KMC traffic terminated to Sprint
22 over local interconnection trunks is actually toll traffic. Sprint has filed a complaint against
23 KMC in an attempt to collect the appropriate access charges from KMC and enforce the

1 terms of the current Interconnection Agreement that restrict the use of local interconnection
2 trunks to local traffic only. (See Docket No. 041144-TP)

3
4 **Issue 2 (f) For each of the traffic types identified in (2)(b), what existing FCC precedent**
5 **supports your classification of this traffic and the payment (or nonpayment) of intercarrier**
6 **compensation?**

7
8 **Q. Has the FCC determined the inter-carrier compensation that applies to traffic that is**
9 **initiated or routed utilizing the Internet protocol?**

10 **A.** In my direct testimony on pages 15 through 17, I discuss previous FCC and state orders that
11 address the inter-carrier compensation for traffic utilizing the Internet protocol. To
12 summarize that testimony, the FCC and one state Commission, the New York Public Service
13 Commission, have determined that traffic utilizing the Internet protocol being terminated to
14 the Public Switched Telephone Network (PSTN) is subject to access charges.

15
16 **Q. Have there been any subsequent federal or state orders addressing inter-carrier**
17 **compensation for traffic utilizing the Internet protocol?**

18 **A.** Yes. The State Corporation Commission of the State of Kansas issued an order on February
19 7, 2005 in an arbitration dispute between Level 3 Communications, LLC and SBC
20 Communications, Inc. The Kansas Corporation Commission ruled that access charges apply
21 to IP to PSTN and PSTN-IP-PSTN traffic. In State Corporation Commission of the State of
22 Kansas Docket No. 04-L3CT-1046-ARB, paragraph 225, the Kansas Corporation
23 Commission stated, "The regulatory status quo requires the payment of access charges (as
24 urged by SBC), and not reciprocal compensation or compensation for "local" dial-up

1 Internet traffic (as Level 3 proposes) for interexchange IP- PSTN and PSTN-IP-PSTN
2 traffic. This conclusion is reinforced by the fact that Level 3 has pending before the FCC a
3 petition asking the FCC to forbear from applying its access charge rules to IP-PSTN traffic.
4

5 The FCC also has issued an additional ruling, in the Matter of Vonage Holdings Corporation
6 Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities
7 Commission, WC Docket No. 03-211 in which it held that VoIP traffic meeting certain
8 characteristics is subject to FCC jurisdiction rather than State jurisdiction. However, the
9 FCC declined to rule on whether such traffic was telecommunications or information
10 services traffic, and declined to rule on the applicable intercarrier compensation that should
11 be due for the termination of such traffic.
12

13 **Issue 2 (g) For each of the traffic types identified in (2)(b), can the terminating carrier**
14 **identify the specific traffic type? If so, how? What reporting and auditing requirements, if**
15 **any, are needed?**
16

17 **Q. Can Sprint identify KMC traffic being terminated to Sprint over local interconnection**
18 **trunks by the type of protocol or format being utilized, i.e., TDM or Internet protocol?**

19 **A.** No. Sprint cannot determine if the KMC traffic terminated to Sprint over local
20 interconnection trunks is TDM or Internet protocol.
21

22 **Q. Does Sprint's experience suggest that reporting and auditing requirements are**
23 **appropriate for KMC traffic terminated to Sprint over local interconnection trunks?**

1 **A.** Yes. Sprint thinks that it is critical that the proper reporting and auditing requirements exist
2 for KMC traffic terminated to Sprint over local interconnection trunks. These requirements
3 are important for any carrier's traffic, not only KMC's. The various compensation rates that
4 currently exist and the large volumes of traffic involved require carriers to pay close
5 attention to whether the proper rates are being applied. Improper rating can quickly amount
6 to considerable sums of revenue. There are two aspects of this issue that must be addressed.
7 First, the Parties must agree that unaltered call detail information is passed between the
8 Parties. Second, the Parties must agree to periodic audits consistent with the terms included
9 in the interconnection agreement.

10

11 **Q.** **Does that conclude your testimony?**

12 **A.** Yes.

13

14

15

16

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23

24

CLEC Interconnection Trunk Arrangements – Job Aid

Overview This job aid defines the standard CLEC Trunk Groups and when they are required.

Intended Audience Competitive Local Exchange Carriers (CLECs).

CLEC Trunk Groups The table below outlines CLEC Trunk Group terminology and requirements:

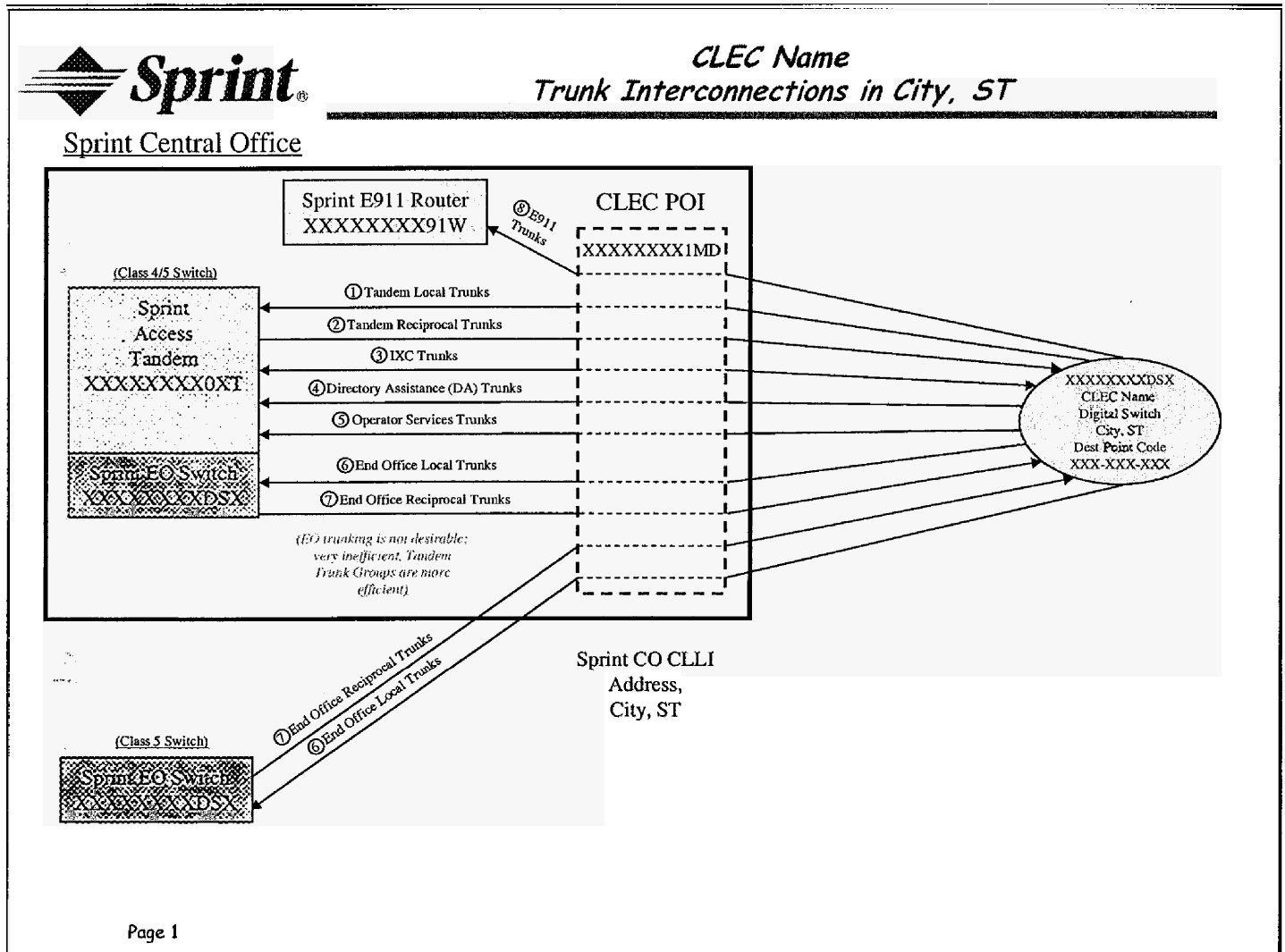
Diagram Reference #	Trunk Group	When Required
①	Tandem Local: Two-way (one-way directionalized) trunk group for local/EAS, non-Equal Access IntraLATA, and local transit traffic.	Required if the CLEC is expecting to terminate traffic to Sprint tandem switch. (Not required if the CLEC is providing data-only services).
②	Tandem Reciprocal: Reciprocal trunk group for local/EAS, non-Equal Access IntraLATA, and local transit traffic.	Required if the CLEC is expecting originating traffic from Sprint tandem switch.
③	IXC: Two-way Feature Group “D” (FGD) trunk group for InterLATA and Equal Access IntraLATA traffic.	Required in order for the CLEC’s end-users to originate or receive calls from inter-exchange carriers.
④	Directory Assistance (DA): Directional trunk group for providing DA services to CLEC end-users.	Required if the CLEC is using Sprint DA services.
⑤	Operator Services: Directional trunk group for providing Operator services to CLEC end-users.	Required if the CLEC is using Sprint Operator services.
⑥	End Office Local: Two-way (one-way directionalized) trunk group for local traffic only (<u>no</u> EAS, IntraLATA, or local transit traffic).	Required if the CLEC is expecting to terminate traffic to Sprint end office switch. (Not required if the CLEC is providing data-only services).
⑦	End Office Reciprocal: Reciprocal trunk group for non-tandemed local/EAS and non-Equal Access IntraLATA (<u>no</u> local transit traffic).	Required if the CLEC is expecting originating traffic from Sprint end office switch.
⑧	E911: Directional trunk group for Enhanced 911 service (E911).	Required for the CLEC to connect to the Public Service Answering Points (PSAP) where Sprint is providing the Selective Router function for the county.

Continued on next page

CLEC Interconnection Trunk Arrangements – Job Aid, Continued

CLEC Interconnection Diagram

This diagram reflects one possible trunk interconnection scenario where the Point of Interconnection (POI) is at the Sprint central office and all the various trunk groups are being utilized.



Additional Interconnection Information

For additional CLEC interconnection information, please contact your Sprint Business Solutions – Carrier Markets Sales Manager.

Docket 031047-TP
Supplemental Direct Testimony
James R. Burt

EXHIBIT JRB-5 (REDACTED)



William E. Check
Assistant Vice President
Strategic Sales & Account
Management

Sprint Business Solutions
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A253
Overland Park, KS 66251
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April 30, 2004

Mr. Larry Salter
Sr. Vice President Network Services
KMC
1755 N. Brown Road
Lawrenceville, GA 30043

Re: Payment of access billing on long distance traffic terminated over local facilities

Dear Mr. Salter:

On April 21, 2004 the Federal Communications Commission (FCC) released its order dealing with AT&T's petition to declare that phone-to-phone VoIP service is not subject to access charges. The FCC rejected AT&T's request and found that AT&T's service is both "telecommunications" and a "telecommunications service" because it provides only voice transmission without any net protocol conversion. Further, the end users of AT&T's service do not order a different service, pay different rates, or place and receive calls any differently than they do through AT&T's traditional circuit-switched long distance service. It is clear from the Order that this ruling applies to all similarly situated carriers in detailing how phone-to-phone VoIP will be treated for access charge purposes.

Sprint has previously placed KMC on notice of its liability for delivering long distance traffic for termination over local interconnection arrangements and has previously billed KMC \$ [REDACTED] for this traffic. Sprint demands payment of this balance and will deliver additional bills for traffic accumulated in the current billing period.

KMC has an interconnection contract with Sprint whose terms, among other things, spell out the traffic the parties are authorized to exchange under the agreement. Each Party is authorized to "terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network." The contract states that for "non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements in each Party's access tariffs." The contract further provides that separate "two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network." The interconnection contract between the two parties provides for the termination of KMC originated traffic or the handling of traffic that transits Sprint's network. The contract does not contemplate KMC terminating over its local interconnection facilities with Sprint non-local

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traffic (as defined in the interconnection agreement) that does not originate on KMC's facilities (e.g., traffic handed off from other LECs or IXCs, or access traffic involving an intermediate IXC). Thus, Sprint asserts that KMC has violated its interconnection contract by using the local interconnection facilities to send Sprint non-local traffic that does not originate on KMC's network or that involves the transport of interexchange traffic.

Further, Sprint's Florida Access Service Tariff, Section E2.4.8, for example, requires each customer to place an order with Sprint for access service. In the case of access service, KMC and Sprint could have agreed, pursuant to Sprint's tariff, to bill IXCs for access using a single bill, multiple bill, or pass through method. However, no customer order was placed with Sprint for the access services coming through KMC pursuant to Sprint's Florida Access Service Tariff Section E2.4.8.C.2 for the traffic in question. Instead, KMC, in violation of its interconnection contract and obligations under Sprint's Florida Access Service Tariff, used the local interconnection facilities to pass to Sprint for termination interexchange traffic that either did not originate on its network or that involved an IXC customer. The fact that this traffic either did not originate on the KMC network and that it was long distance traffic, or that an IXC was involved in the transport of the calls, was hidden from Sprint because call detail records were manipulated before the calls entered Sprint's network. Sprint believes this manipulation was done with the intent to avoid the payment of access charges.

Given these facts, Sprint asserts that the interconnection agreement with KMC and the terms of Sprint's tariff require KMC to pay Sprint access charges, as previously billed for past periods in the state of Florida. Billing for current periods must also be paid. Sprint further reserves the right to send access bills for additional states where KMC has engaged in similar behavior.

Consistent with the FCC's April 21 order, Sprint demands that KMC reconfigure its network within the next ten (10) business days to stop sending long distance traffic to Sprint over its local facilities. Sprint further demands that KMC either place that traffic on access facilities where it has always rightfully belonged, or cease delivering to Sprint over the local facilities access traffic that does not originate on KMC's network or that involves the transport of IXC traffic. Prompt action in regard to payment and reconfiguration of KMC's network will avoid the need for formal legal action to collect the current balance due and to stop your company from continued use of these unlawful traffic routing approaches.

In addition to the above, and in order to avoid legal action and possible self-help, which Sprint will be entitled to take under its contract or tariff, Sprint requires KMC to submit a sworn affidavit and certification by an officer of KMC setting forth the following:

- 1) the total amount of traffic (MOU), by month for the past 24 months, KMC sent to Sprint local interconnection trunks or local PRI circuits without the correct calling party number information (i.e., the number from which the call originates) or without any calling party number information;
- 2) the total amount of traffic (MOU), by month for the past 24 months, KMC sent to Sprint local interconnection trunks or local PRI circuits under color of a claim that it was VoIP traffic;

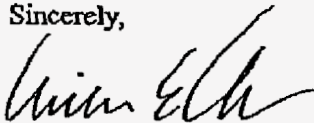
Page 3
KMC
April 30, 2004

- 3) the names and addresses of CLECs, IXCs or other carriers that have sent or are sending traffic to KMC that KMC delivers to Sprint over the local interconnection facilities or local PRI circuits as identified above;
- 4) the amount of traffic from each CLEC, IXC or other carrier identified in #3 above, separated and designated by the MOU of traffic sent under color of a VoIP claim and the MOU of traffic sent otherwise;
- 5) the terms of any contractual agreement between KMC and any other carrier specifically regarding the obligations of each party and the ultimate assignment of responsibility for the payment of access charges if VoIP traffic or other traffic delivered over Sprint local interconnection trunks or local PRI circuits is found to be subject to access charges due to regulatory or legal action (which has now occurred);
- 6) a certification that all KMC traffic flowing to Sprint over local interconnection facilities is either traffic that originates on KMC's local network and is local traffic as defined in KMC's interconnection agreement with Sprint, or a certification that the traffic originates on the network of another carrier, that KMC has contractual commitments with the other carrier to only send local exchange traffic for termination to Sprint, and that, in either case, all calling records are sent without manipulation; and
- 7) a detailed identification and quantification of any "enhanced services" traffic that KMC sends on its own account or from others to Sprint for local termination, including a full explanation of the basis for the claimed exemption including an accounting for traffic that originates and terminates on a circuit switched network.

We look forward to your full and immediate cooperation in addressing this matter, including the requested payment and certification.

If you have any questions, please contact me.

Sincerely,



William E. Check

WEC/r

pc: Rich Morris *hand delivered 5/3*