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May 19, 2005

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 041144-TP


Dear Ms. Bayó:

CMP _____ Enclosed for filing on behalf of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC
COM 3 Data LLC is an original and fifteen copies of KMC Telecom III LLC, KMC Telecom V, Inc., and
CTR _____ KMC Data LLC's Motion to Compel Responses to First and Second Set of Interrogatories and the
First and Third Production of Documents Requests in the above referenced docket.

ECR _____ Please acknowledge receipt of these documents by stamping the extra copy of this letter
ECL _____ "filed" and returning the same to me.

OPC _____ Thank you for your assistance with this filing.
WMS _____

RCA _____ Sincerely yours,

SCR _____
SEC 1
OTH Kim P. or 03/23/05

Floyd R. Self

FRS/amb
Enclosures
cc: Parties of Record

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FPSC-BUREAU OF RECORDS

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated)	Docket No. 041144-TP
Against KMC Telecom III LLC,)	
KMC Telecom V, Inc. and KMC Data LLC,)	
for failure to pay intrastate access charges)	
pursuant to its interconnection agreement and)	
Sprint's tariffs and for violation of)	
Section 364.16(3)(a), Florida Statutes.)	
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**KMC TELECOM III LLC, KMC TELECOM V, INC.
 AND KMC DATA LLC'S MOTION TO COMPEL RESPONSES TO FIRST AND
 SECOND SETS OF INTERROGATORIES
AND THE FIRST AND THIRD PRODUCTION OF DOCUMENTS REQUESTS**

Pursuant to Rules 28-106.204 and 28-106.206 of the Florida Administrative Code and Florida Rule of Civil Procedure 1.380, KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively, "KMC"), by and through their undersigned counsel, hereby file this motion seeking an order from the Florida Public Service Commission ("Commission") compelling Sprint-Florida Incorporated ("Sprint-FL") to comply with the applicable discovery rules and obligations and respond completely and meaningfully to KMC's First and Second Set of Interrogatories and First and Third Production of Documents Requests (attached hereto as Exhibits 1, 2). The responses Sprint-FL has provided thus far are deficient.

Background

1. This action was commenced on September 24, 2004, upon the filing of a Complaint by Sprint-Florida, Inc. ("Sprint-FL") alleging that KMC intentionally and knowingly changed interexchange charge party numbers as part of a scheme to misroute interexchange telephone traffic to Sprint-FL as local traffic, in order to avoid and underpay access charges due to Sprint-FL. According to the allegations in the Sprint Complaint, the matters that form the basis for the Complaint have been ongoing since

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July 2002, and have been the subject of discussions between Sprint-FL and KMC since at least November 6, 2003. *See* Sprint Complaint at ¶¶ 18-20.

2. On November 16, 2004, Sprint-FL commenced discovery in this proceeding through the filing of interrogatories and requests for production of documents. KMC responded to Sprint-FL's discovery request, but on February 15, 2005, Sprint-FL filed a motion to compel, arguing, in part, KMC's responses were incomplete. In response, on February 22, 2005, KMC agreed to provide privilege logs and provided the requested affidavits. *See* KMC Opposition to Motion to Compel. KMC also provided some supplemental responses to Sprint-FL's discovery requests. *Id.* On March 8, 2005, the Commission granted Sprint-FL's motion in part and ordered KMC to provide supplementary responses for three of Sprint's discovery requests.
3. On January 20, 2005, KMC served its First Set of Interrogatories and First Request for Production of Documents on Sprint-FL ("KMC's Discovery Request"). *See* Exhibit 1.
4. On February 21, 2005, Sprint-FL served its Response and Objections to KMC's First Set of Interrogatories and First Request for Production of Documents ("Response to KMC's Discovery Request")(attached hereto as Exhibit 3).
5. Because Sprint-FL's responses were incomplete and insufficient, on March 14, 2005, KMC contacted Sprint-FL in an attempt to resolve the discovery issues raised in this Motion to Compel and provided Sprint-FL with a list of KMC's objections to their responses. Sprint-FL has provided KMC with three sets of supplementary responses, most recently on April 7, 2005, and has prepared and produced a rudimentary privilege log. *See* Sprint Supp. Responses (attached hereto as Exhibits 4, 5, 6, 7).

6. Sprint's supplemental responses have not cured all of the defects in its initial response and, therefore, KMC is filing the instant motion to compel responsive, complete, and meaningful discovery responses to KMC's Discovery Request.

Insufficient Discovery Responses

A. Call Detail Records and Traffic Information

Interrogatory 1 and Production of Documents Request 1 (and related requests)¹

7. Sprint-FL's most egregious failure to respond relates to its partial production of the Call Detail Records ("CDRs") that form the very basis for their claims.
8. Sprint-FL alleges that going back at least as far as July 2002, KMC has been improperly routing interexchange traffic over local interconnection trunks to Sprint-FL. *See* Complaint ¶¶ 10, 18, 32, 36, 41. Sprint-FL has also alleged that, going back to that time, KMC has improperly altered SS7 signaling data causing Sprint-FL to mis-bill interexchange traffic as local. *Id.* According to Sprint-FL's allegations, this has resulted in an inability by Sprint-FL to bill the correct carriers for access charges owed and in overpayments made to KMC for reciprocal compensation based on the volume of traffic sent over KMC's local interconnection trunks to Sprint-FL. *Id.*
9. KMC requested in several interrogatories and production of document requests that Sprint identify and produce Sprint-FL's Call Detail Records and all other traffic information used as a basis (i) for Sprint-FL's allegations that KMC was improperly routing interexchange traffic over local interconnection trunks to Sprint-FL, (ii) for Sprint-FL's allegations that KMC was altering SS7 information, and (iii) for Sprint-FL's conclusions with respect to alleged damages. The CDRs are relevant to several discovery

¹ Interrogatories 7, 10, 21, and 23, and Production of Documents Requests 4, 7, 10, 12, 16, 17, 18, 21, and 22.

requests and Sprint-FL relies on CDRs for numerous responses. Most importantly,

Interrogatory 1, for example, provided in part as follows:

(b) With respect to this traffic, please explain in detail how Sprint identified this traffic and upon what information Sprint bases its determination or belief that it was traffic delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits with a charge party number that differed from the calling party number (i.e., the number from which the call originates) or without any calling party number information.

Production of Document Request 1 asked for all of the documents identified in response to Interrogatory 1 and relied on by Sprint-FL in providing its answer to Interrogatory 1, which primarily includes the CDRs for the period in question.

10. In addition, Interrogatory 7 states:

Sprint alleges that it has traced traffic from multiple IXC's that KMC delivered to Sprint-FL for termination that showed "the same pseudo charge party number (as defined in footnote 9 of Sprint's Complaint) identified on all these calls."

(a) Please describe in detail all actions taken to "trace" this traffic and all facts and bases for Sprint's belief and/or determination that the traffic contained a "pseudo charge party number."

(b) Please produce all data that Sprint collected or generated as a result of "tracing" such traffic.

(c) Identify the multiple IXCs referred to in footnote 9 of Sprint's Complaint.

(d) In the aforementioned "tracing of traffic," did Sprint rely upon any information provided to them by other carriers or enhanced services providers in its analysis? If so, identify such carriers and enhanced service providers.

Production of Document Request 7 asks for all documents identified or relied on in providing Sprint-FL's response to Interrogatory 7.

11. Interrogatory 10 asks Sprint-FL to "[p]lease describe in detail Sprint's methods and procedures for using SS7 signaling information and call detail records to determine what

Sprint believes is appropriate intercarrier billing, including but not limited to reciprocal compensation and access charges, for traffic terminated by Sprint-FL.”

12. Interrogatory 11 states:

Sprint alleges that it has identified intrastate interexchange traffic that originated from a Sprint-FL local exchange customer and which Sprint handed to an IXC for delivery to a Sprint-FL local exchange customer that was improperly delivered to Sprint-FL over KMC’s local interconnection facilities. For each of these identified calls, please describe the call detail records and SS7 signaling information

- (a) as generated by Sprint-FL for the originating call,
 - (b) as delivered by Sprint-FL to the IXC,
 - (c) where the IXC was Sprint IXC, as delivered by Sprint IXC to the next provider downstream, whether another IXC, LEC, enhanced services provider, or information services provider, and
 - (d) as received by Sprint-FL from KMC for termination.
- Explain in detail all changes made by Sprint-FL or Sprint IXC caused to be made by any third-party entities, in SS7 signaling information for such calls, including but not limited to calling party number and charge party number, between (a) and (b), between (b) and (c), and between (c) and (d).

13. Not only are CDRs relevant and responsive to these discovery requests, but Sprint-FL states by way of its responses that these records are also responsive to Interrogatories 9, 21, and 23 and Production of Documents Requests 1 4, 7, 10, 12, 16, 17, 18, 21, and 22. Instead of providing all of the concededly relevant CDRs, however, Sprint-FL only provided a tiny fraction of them. Exh. 3 (Response to KMC’s Discovery Request, POD 1). Sprint-FL alleges that it would be unduly burdensome to provide all of the CDRs from that period because SS7 CDRs from traffic sent more than 6 months prior is archived with a third party vendor and it would take a full day for each day of CDRs retrieved from the vendor’s storage. *Id.* Therefore, Sprint-FL states that it will provide a sample of CDRs from that period instead. *Id.* Specifically, Sprint-FL states that it will provide a day of CDRs from one day for each month of the relevant time period. *Id.*

Sprint-FL claims that the one day per month sampling of CDRs is representative of the traffic, statistically reliable and sufficient. *Id.*

14. Sprint-FL, however, did not immediately provide those two years of allegedly statistically significant samples. Instead, Sprint-FL initially provided only CDR samples taken on January 1, 2005, December 20, 2004, November 23, 2004, October 10, 2004, September 4, 2004, August 21, 2004, July 16, 2004, June 5, 2004, May 11, 2004, and March 19, 2004. Exh. 3. In its supplemental responses received on March 21, 2005,² Sprint-FL provided CDRs for some additional days: July 11, 2003, August 31, 2003, September 12, 2003, October 24, 2003, November 18, 2003, December 23, 2003, January 28, 2004, and February 2, 2004. *See* Exh. 4 (Sprint-FL Supp. Response, POD 1). In its responses provided on April 7, 2005, Sprint-FL provided the remaining sample CDRs. Exh. 6. Sprint-FL relies on these incomplete records for their responses to KMC's Interrogatories 7, 9, 21, and 23 and Production of Document requests 1, 4, 7, 10, 12, 16, 17, 18, 21, and 22.
15. Sprint-FL cannot dictate the terms of its provision of relevant information as it has done. This small sample is insufficient for KMC to assess, analyze and challenge Sprint-FL's claims and assertions. After an initial examination of the sample CDRs provided, there are far too many variables in the traffic sent over the switches for this tiny sample to reliably represent the traffic in its totality. KMC is entitled to all of the CDRs from the relevant period as the only sure method of examining Sprint's claims about the volumes of traffic involved, and the jurisdictional nature of such traffic. Having all of the CDRs

² A small portion of the supplemental responses was received via electronic mail on March 17, 2005, but undersigned counsel did not receive the majority of the additional production until March 21, 2005.

may also be necessary to confirm other factual matters that are or are likely to become relevant in this case, such as the volumes of traffic that originated on Sprint's network or that were carried by Sprint's IXC affiliate or other specific IXCs, the parties that Sprint should look to for access charges if, indeed, access charges are appropriate. Sprint-FL's failure to provide this information without which KMC simply cannot effectively defend itself effectively is severely hampering its efforts to prepare its case.

16. Accordingly, KMC requests that this Commission order Sprint-FL to complete their responses to Sprint-FL's responses to Interrogatories 1, 7, 9, 10, 21, and 23 and Production of Document requests 1, 4, 7, 10, 12, 16, 17, 18, 21, and 22, by providing all CDRs for every day of each month during the relevant time period. To the extent that Sprint-FL can demonstrate that this request is overly burdensome, KMC requests Sprint-FL provide, at a minimum, one week's worth of data per month for each month during the relevant time period.

B. Additional Specific Incomplete or Unresponsive Requests

Interrogatory 6(b) and Production of Documents Request 6

17. Interrogatory 6(b) requests all of the information forming the basis for Sprint-FL's determination and belief that KMC was altering or changing charge party numbers in the SS7 signaling information.
18. Production of Documents Request 6 asks for all of the documents identified or relied upon in responding to Interrogatory 6.
19. Sprint-FL's response to Interrogatory 6 was to provide a vague three-sentence statement about reviewing call detail records and refer to its response to Production of Documents Request 6.

20. Sprint-FL's response to the Production of Documents Request, however, was to produce a single document (a PowerPoint presentation entitled "KMC Correlated Call Record Tracking Fraudulent Activity") and list internal and external emails in the privilege log provided. Sprint-FL did not provide the data or other documentation used to create, or created in advance of and leading to, the PowerPoint presentation.
21. Further, Sprint-FL states in its response to Interrogatory 6 that "it has call detail records that show repeated use of the same charge party numbers for calls originating from within various LATAs in Florida and various states for traffic that KMC has terminated to Sprint LTD in the state of Florida over their local interconnection trunks." Resp. to KMC Discovery, ROG 6(a). Nowhere in its response to this Interrogatory nor elsewhere in its responses, however, does Sprint-FL identify or provide these Call Detail Records ("CDRs") it reviewed in order to find this alleged repeated use of the same charge party number for calls originating from different LATAs.
22. Nor does Sprint explain in response to Interrogatory No. 6 how this information would lead to the conclusion that any party, let alone KMC, was "altering or changing" charge party numbers in the SS7 signaling information. Interrogatory No. 6 asks Sprint-FL to recount with particularity the basis of its allegations in this regard, including providing specific information as to what CDRs it reviewed in its "tracing" process and an explanation as to why repeated use of the same charge party number would suggest that KMC was engaged in wrongdoing. Sprint-FL must then provide supporting records, or identify that they were provided in response to a different Request.³ The specifics of

³ Sprint-FL elsewhere has provided a partial sample of call detail records and the power point contains a few examples of calls on which it is basing its claims of altered charge party information. It has never, however, identified which of these records Sprint-FL itself reviewed and relied upon in coming to its conclusions and making its allegations

what Sprint-FL is basing its claims upon are both relevant and necessary to KMC in defending against Sprint-FL's claims.

23. Furthermore, Sprint-FL's reliance upon its privilege log is flawed and insufficient. The privilege log does not specify which of the included documents are responsive to Interrogatory 6 and does not identify documents individually or with anywhere near the specificity sufficient for KMC to assess the validity of the claim of privilege and, if appropriate, challenge the claim as it is entitled to do. *See* Privilege Log (attached hereto as Exhibit 7). As such, the privilege log is insufficiently specific with respect to Interrogatory 6, and any retention of documents based on privilege needs to be better substantiated by Sprint-FL before it is entitled to rely upon a claim of privilege.
24. For the same reasons that Sprint-FL's response to Interrogatory 6 is incomplete, its response to Production of Documents Request 6 is incomplete as well. Sprint-FL has not provided all of the information and documentation requested in Production of Document Request 6. Therefore, KMC requests that the Commission order Sprint-FL to provide all of the documentation and information requested or attest under oath that there is no other information or documentation responsive to the requests. If Sprint-FL continues to claim privilege in response to Interrogatory No. 6 and Production of Documents Request No. 6, Sprint must identify the subject documents individually with sufficient detail to allow both the Commission and KMC to assess the validity of Sprint-FL's claims for protection.

Interrogatory 7 and Production of Documents Request 7

25. Interrogatory 7: Interrogatory 7 states in part:

that are the subject of Interrogatory 6. Sprint-FL has also never identified the records or other documents that constitute the entirety of the information on which it relied to make these allegations.

Sprint alleges that it has traced traffic from multiple IXCs that KMC delivered to Sprint-FL for termination that showed “the same pseudo charge party number (as defined in footnote 9 of Sprint’s Complaint) identified on all these calls.”

(a) Please describe in detail all actions taken to “trace” this traffic and all facts and bases for Sprint’s belief and/or determination that the traffic contained a “pseudo charge party number.”

(b) Please produce all data that Sprint collected or generated as result of “tracing” such traffic.

(d) In the aforementioned “tracing of traffic,” did Sprint rely upon any information provided to them by other carriers or enhanced services providers in its analysis? If so, identify such carriers and enhanced service providers.

Production of Documents Request 7 asks for all of the documents identified or relied upon in responding to Interrogatory 7.

26. In response to this Interrogatory, Sprint-FL stated, in part, that “traffic records were traced using correlated call records capabilities in the Agilent AcceSS7 Business Intelligence platform. . . . Sprint conducted a study of SS7 correlated call records and was able to identify traffic Sprint sent to an IXC and for which the call should have been returned to Sprint from an IXC.” Sprint Resp. to KMC Discovery, ROG 7(a). Nowhere in its response to this Interrogatory nor elsewhere in its responses, however, does Sprint-FL comprehensively identify the “correlated call detail records” it reviewed in order to “trace” this traffic and identify the alleged “pseudo charge party numbers.” Sprint-FL provides some summaries, selective data excerpts and its own interpretation of this data, but no details about the complete set of actual data relied upon and used. Sprint-FL needs to recount with particularity the data it reviewed and the basis of its claims, including providing specific information as to what correlated call detail records it reviewed in its “tracing” process. Sprint-FL must then provide those correlated call detail records in their entirety, or identify the records relevant to this Interrogatory if otherwise

provided.⁴ The specifics of what Sprint-FL is basing its claims upon are both relevant and necessary to KMC.

27. A further problem with respect to Sprint-FL's response to Interrogatory and Production of Document Request 7 is its reliance upon an incomplete provision of Call Detail Records. Specifically, as part of its response to Interrogatory and Production of Documents Request 7, Sprint-FL refers to and relies upon its response to Production of Documents Request 1. Sprint-FL concedes in its response to Production of Documents Request 1, that CDRs for the entire time period at issue (July 2002 until June 2004) are responsive. As discussed above, however, Sprint-FL has not provided all of the CDRs. In addition to the reliability problem outlined above, the problem with provision of only a sampling of Sprint-FL's CDRs is that Sprint-FL itself relied on CDRs in addition to those provided in its review of information, tracing of traffic and determinations with respect to the claimed "pseudo charge party numbers" it claims KMC used. If Sprint-FL examined any other CDRs or other data in coming to its claims and conclusions with respect to KMC, all of those records and data must be provided and not simply a random sampling.
28. Sprint-FL has not provided all of the information and documentation requested in Interrogatory 7 and Production of Documents Request 7. Therefore, KMC requests that the Commission order Sprint-FL to provide all of the documentation and information requested or attest under oath that there is no other information or documentation responsive to the requests.

⁴ While Sprint-FL has provided a partial sample of call detail records and the power point contains a few examples of calls on which it is basing its claims of altered charge party information. It has never, however, identified which of these records Sprint-FL itself reviewed and relied upon in coming to its conclusions and making its allegations. It has also never stated whether these records and excerpts constitute the entirety of the information on which it relied.

Interrogatory 11 and Production of Documents Request 10

29. Interrogatory 11 states:

Sprint alleges that it has identified intrastate interexchange traffic that originated from a Sprint-FL local exchange customer and which Sprint handed to an IXC for delivery to a Sprint-FL local exchange customer that was improperly delivered to Sprint-FL over KMC's local interconnection facilities. For each of these identified calls, please describe the call detail records and SS7 signaling information

- (a) as generated by Sprint-FL for the originating call,
 - (b) as delivered by Sprint-FL to the IXC,
 - (c) where the IXC was Sprint IXC, as delivered by Sprint IXC to the next provider downstream, whether another IXC, LEC, enhanced services provider, or information services provider, and
 - (d) as received by Sprint-FL from KMC for termination.
- Explain in detail all changes made by Sprint-FL or Sprint IXC caused to be made by any third-party entities, in SS7 signaling information for such calls, including but not limited to calling party number and charge party number, between (a) and (b), between (b) and (c), and between (c) and (d).

30. Production of Document Request 10 requests all of the documents identified or otherwise relied upon in Sprint-FL's response to Interrogatory 11.

31. In response to this Interrogatory, Sprint-FL states the general process it used to identify traffic that originated with Sprint-FL end-users that had an IXC CIC present and that Sprint's LTD switches did not alter any SS7 data. This is completely unresponsive. Because this case centers around the SS7 data transmitted with a call and Sprint-FL claims that this data is being altered at some point during call routing, among the relevant and important issues are: what information the SS7 signaling data contained when the call was originated; what it contained when it was sent to the IXC; and what it contained when the IXC passed the information to the next downstream carrier. Sprint-FL is alleging that KMC improperly altered the SS7 signaling information and Sprint-FL has already claimed that at least a portion of the traffic at issue originated with Sprint-FL

end-users, *see e.g.* Complaint ¶ 13. Furthermore, Sprint-FL claims that it assembled correlated call detail records that showed the traffic information from the originating Sprint-FL customer and the terminating Sprint-FL customer. Therefore, the information requested must be available to Sprint-FL and is necessary in order to test Sprint-FL's assertion that neither the LEC nor the IXC altered the call information.

32. In response to Production of Documents Request 10, Sprint-FL refers to and relies upon the CDRs provided in response to Production of Documents Request 1. As with its response to Interrogatory and Production of Documents Request 7, if Sprint-FL relied upon, used or compiled other CDRs in connection with its claimed "identification" of "intrastate interexchange traffic that originated from a Sprint-FL local exchange customer and which Sprint handed to an IXC for delivery to a Sprint-FL local exchange customer that was improperly delivered to Sprint-FL over KMC's local interconnection facilities," then it must provide all of those CDRs. Its reliance upon the sample proffered in response to Production of Documents Request 1 is an insufficient and incomplete response for several reasons, including the fact that not all of the CDRs provided in response (or responsive) to that initial Request are calls that originated with Sprint-FL end users or were handled by Sprint LTD (the IXC). Without the requested identification by Sprint-FL, KMC does not have the ability to cull out the call records of interest.
33. Accordingly, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond this Interrogatory and this Production of Documents Request.

Interrogatory 15

34. Interrogatory 15 asks Sprint-FL to

[p]lease describe in detail Sprint's calculation of the amount Sprint-FL alleges that KMC owes to Sprint-FL for allegedly improperly billed Florida intrastate interexchange traffic sent over

local connection trunks as asserted in the Complaint, including but not limited to identifying improperly billed and routed traffic and describing the relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.

35. Sprint-FL's response to this Interrogatory is incomplete. Sprint-FL has provided none of the requested details regarding its calculations. Instead, Sprint-FL provided a generalized, statement about *some* of the steps it took to arrive at its damages claim. This response, however, is incomplete and insufficient. It does not provide the requested information regarding the specifics of its calculations and the basis therefore. For example, in its response, Sprint-FL states that it used "monthly SS7 CDR Summary Reports to calculate the PLU factors using the jurisdiction of the SS7 minutes of use." Sprint-FL, however, does not provide the monthly SS7 CDR Summary Reports, nor describe the calculations it performed to determine the PLU factors from those Reports. Sprint-FL does not state what prices it applied when calculating its claimed damages. Sprint-FL does not provide the usage reports reflecting the MOU data. Sprint-FL does not even provide information about how many CDRs, or which CDRs, Sprint-FL used to calculate its estimates of traffic and, therefore, damages. Were samples from different time periods used and then extrapolated to cover the entire time period, or were all actual CDRs reviewed? In short, Sprint-FL similarly failed to provide the calculations, data, and specific details in support and explanation of its generalized and vague summary of the process used as the basis for its claims of damages.
36. Therefore, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.⁵

⁵ Sprint-FL's response to this Interrogatory is incomplete and insufficient even taking into consideration its responses to subsequent discovery requests. In its Third Set of

Interrogatory 16 and Production of Documents Request 12

37. Interrogatory 16 requested that Sprint-FL, “describe in detail Sprint’s calculation of the amount Sprint-FL alleges that KMC owes to Sprint-FL for reciprocal compensation for ISP-bound traffic improperly billed and routed to Sprint as asserted in the Complaint, including but not limited to identifying improperly billed and routed traffic and describing relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.” Similar to its response to Interrogatory 15, Sprint-FL provides only a generalized summary of the basic process it used to calculate its damages. Sprint-FL does not provide any of the requested details regarding how it determined what it believed to be the incorrectly classified calls, the process applied by jurisdiction, the usage reports, or any other specific information regarding what data and calculations it used to arrive at its conclusions.
38. Production of documents Request 12 requests all documents identified in or relied on by Sprint-FL in responding to Interrogatory 16. Sprint-FL’s sole response is to point to its incomplete provision of the CDR sample records. This is not adequate unless the CDRs provided in response to Production of Documents Request 1 are all of the CDRs, or the minutes of use associated therewith, that are factored into Sprint-FL’s calculation of damages regarding reciprocal compensation. Sprint-FL has never claimed that this is the

Interrogatories and Fourth Request for Production of Documents, KMC requested additional information regarding Sprint-FL’s damages calculations and the records upon which it relied. Sprint-FL’s response to that Interrogatory does not cure the defects of its response to Interrogatory 15. Sprint-FL’s response to these subsequent discovery responses instead further illustrates its adamant refusal to provide specific, relevant information regarding its damages calculations and the data upon which its claims rely.

In fact, none of Sprint-FL’s responses to subsequent discovery requesting more specific information cure the defects to their responses to any of the discovery requests objected to herein.

case, and it would be surprising if it were true, especially as the CDRs provided are an after-the-fact sampling. KMC strongly doubts that the random sampling provided is the full set of CDRs underlying the claims of Sprint-FL.

39. Sprint-FL has not provided all of the information and documentation requested in Interrogatory 16 and Production of Documents Request 12. Therefore, KMC requests that the Commission order Sprint-FL to provide all of the documentation and information requested.

Production of Documents Request 16

40. Production of Documents Request 16 asks Sprint-FL to “produce all internal records related to Sprint’s production of the information contained in Sprint_CDR_Translations.” Sprint-FL responded by (1) objecting to the request as being overbroad, vague and ambiguous, (2) objecting to it to the extent that it requested information regarding preparation of discovery responses on the ground of privilege, and (3) pointing again to the incomplete CDR sample records.
41. The request is not overbroad, ambiguous, vague, or requesting privileged information with respect to the provision of discovery responses. KMC is asking for all internal and external correspondence, emails and other documentation regarding or relating to Sprint-FL’s creation and compilation of the CDR translations spreadsheets that it referenced in its Complaint. This is clear from the Request. These translations were among the primary data that Sprint-FL apparently used to investigate KMC’s actions, assess whether Sprint-FL had a claim against KMC, and to determine the existence and amount of damages. Asking for documents related to spreadsheet documents Sprint generated for

use in this complaint proceeding is hardly overbroad. One would expect Sprint to have this data ready for use in the hearing, such that producing it would not be a burden.

42. There is no *a priori* reason why all documents created to prepare or related to these spreadsheets are privileged. To the extent that some of the responsive documents may be privileged, Sprint-FL is required to provide a privilege log that sufficiently identifies the documents, their subject, their recipients and authors. The extremely generalized privilege log lumping large numbers of documents under one heading with almost no detail as to subject and recipients is legally insufficient. *See* discussion in paragraph 23, *supra*.
43. To the extent that Sprint-FL relies upon the CDRs provided in response to Production of Documents Request 1, this response is insufficient if Sprint-FL utilized, referenced or otherwise relied upon additional CDRs with respect to the translations at issue in this discovery request, or a subset of those CDRs provided in response (or responsive) to Production of Documents Request 1. As with its response to Interrogatory 7 and Production of Documents Request 7, if Sprint-FL relied upon, used or compiled other CDRs in connection with its creation of the CDR Translations, then it must provide all of those CDRs, and its sample provided in response to another Request is an insufficient and incomplete response. Similarly, if a subset of those otherwise provided was relied upon, Sprint-FL must identify that subset. *See* discussion in paragraphs [26 and 27], *supra*.
44. Accordingly, KMC requests that the Commission direct Sprint-FL to substantively and meaningfully respond to Production of Documents Request 16. To the extent Sprint-FL continues to assert privilege with respect to some of the responsive documents, KMC further asks the Commission to order Sprint-FL to supplement its privilege log with

sufficient information to permit KMC to assess, and the Commission to evaluate, Sprint-FL's claims of privilege with respect to this Request.

Production of Documents Request 17

45. Production of Documents Request 17 asks Sprint-FL to:

- (a) Please provide copies of the Sprint analysis conducted using the Agilent system referred to in paragraph 13 of the Complaint regarding traffic terminated to Sprint over the local interconnection trunks between Sprint and KMC in Sprint's Ft. Myers and Tallahassee exchanges.
- (b) Provide copies of all work papers and supporting documentation associated with the analysis described in (a).
- (c) Please provide copies, in CD format, of all "extracted call detail usage records" used in the analysis described in (a).
- (d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the analysis describe in (a).

46. Sprint-FL objected to Production of Document Request 17 on the grounds of privilege and referred to documents it had provided in response to other requests. It is difficult to fathom how Sprint's preliminary capturing and analysis of traffic over its trunks could be privileged information, as opposed to information collected by Sprint's operational personnel in the normal course of business, unless lawyers directed the operational teams to engage in the probes. Indeed, some of the documents that Sprint-FL has already provided in this case indicate quite clearly that the preliminary analysis was conducted at the operational level and not at the direction of legal counsel. *See* Confidential Exhibit 8. Moreover, the generalized privilege log lumping large numbers of documents under one heading with almost no detail as to subject and recipients is legally insufficient for KMC to assess the validity of and, if appropriate, challenge the claims of privilege as is its right. *See* discussion in paragraph [23], *supra*.

47. Furthermore, Sprint alludes to other discovery responses as including the requested documentation. Nowhere in those other referenced discovery responses did Sprint-FL provide full responses to the information by Production of Documents Request 17. Paragraph 13 of Sprint-FL's Complaint alleges that it used the Agilent System to extract call detail records and conducted "analysis" of those extracted records. *See* Complaint, ¶ 13. Sprint-FL does not appear to have provided all of the data it discusses in Paragraph 13 of the Complaint regarding the Agilent System records and data. Nor has Sprint-FL provided the analysis that it refers to in Paragraph 13 in its entirety.
48. Sprint-FL has not provided all of the information concerning the data or analysis requested in Production of Documents Request 17. Therefore, KMC requests that the Commission order Sprint-FL to provide all of the documentation and information requested. To the extent Sprint-FL continues to assert a privilege with respect to some of the responsive documents, KMC further asks the Commission to order Sprint-FL to supplement its privilege log with sufficient information to permit KMC to assess, and the Commission to evaluate, Sprint-FL's claims of privilege with respect to this Request.

Production of Documents Request 18

49. Production of Documents Request 18 asks Sprint-FL to:
- (a) Please provide copies of the Agilent Technologies Study referred to in paragraph 14 of the Complaint regarding traffic terminated to Sprint over the local interconnection trunks between Sprint and KMC in Sprint's Ft. Myers and Tallahassee exchanges.
 - (b) Provide copies of all work papers and supporting documentation associated with the analysis described in (a).
 - (c) Please provide copies, in CD format, of all "extracted call detail usage records" used in the analysis described in (a).
 - (d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the study describe in (a), and its preparation, including but not limited to all documents

provided by Sprint to Agilent technologies to assist the latter in its preparation of its independent study.

(e) Provide copies of all documents regarding or related to Sprint's retention of Agilent Technologies to perform the study described in (a).

50. In response to this Request, Sprint-FL (i) objected to Production of Documents Request 18 on the grounds of privilege, (ii) referred to Call Detail Records that it had provided in response to other requests, and (iii) provided the final Agilent Study Report, a Statement of Work, and a Master Agreement between Sprint and Agilent.
51. As with Production of Document Request 17, it is difficult to fathom how Sprint's preliminary analysis of traffic over its trunks, even with the assistance of Agilent, could be privileged. It is not clear that at the time Agilent performed its study for Sprint-FL in September 2003 that Sprint-FL's investigation had progressed beyond the level of operations. As stated earlier, some of the documents Sprint has provided to date suggest that as of September 2003, if not later, the investigation remained at the level of operational staff, and that lawyers had not yet gotten involved. Furthermore, the generalized privilege log lumping large numbers of documents under one heading with almost no detail as to subject and recipients is legally insufficient for KMC to assess the validity of the claims of privilege as is its right. *See* discussion in paragraph [23], *supra*.
52. Further, nowhere in the referenced discovery responses did Sprint-FL provide full responses to the information requested by this Request. Sprint-FL has not provided the preliminary versions of the Agilent study, the preliminary analysis of its results and findings, nor any correspondence with Agilent, as specifically requested by KMC. Sprint's glib reference to CDRs provided in response to Production of Documents Request 1 seems a disingenuous invitation for KMC to reconstruct the Agilent study from scratch. Given the sampling used by Sprint-FL in responding to Production of

Documents Request 1 – and apart from the preposterous nature of any suggestion that KMC recreate the Agilent study – there is a serious question, in any event, as to whether all of the CDRs used by Agilent in its studies have even been produced. Even if the CDRs had been produced, it would still be incumbent upon Sprint-FL to identify those CDRs to assist KMC in assessing the validity of the Agilent study and any conclusions Sprint-FL draws therefrom.

53. KMC does not believe that Sprint-FL has provided all of the information and documentation requested in Production of Documents Request 18. Therefore, KMC requests that the Commission order Sprint-FL to produce all of the documentation and information requested or attest under oath that there is not other information or documentation responsive to the requests. To the extent that Sprint-FL continues to assert a privilege with respect to some of the responsive documents, KMC further asks the Commission to order Sprint-FL to supplement its privilege log with sufficient information to permit KMC to assess, and the Commission to evaluate, Sprint-FL's claims of privilege with respect to this Request.

Interrogatory 36 and Production of Documents Request 25

54. Interrogatory 36 states:

(a) Has Sprint-FL made any claims, demands, inquiries, or otherwise inquired into or objected either to a dramatic or significant change in the traffic of any LEC other than KMC or to the delivery of traffic to Sprint-FL over local interconnection trunks that Sprint-FL believes should be subject to access charges in the Tallahassee, Florida or Ft. Myers, Florida markets? This interrogatory includes all claims, demands, inquiries, and objections whether formal or informal and whether written or verbal.

(b) If the answer to (a) is yes, please describe in detail each claim, demand, inquiry or objection, including (i) the LEC to whom the claim, demand, inquiry or objection was made, (ii) when the claim, demand, inquiry, or objection was made, (iii) the basis for the

claim, demand, inquiry or objection, (iv) the LEC's response to the claim, demand, inquiry, or objection, and (v) the final resolution, outcome, or current status of the issue.


(c) If the answer to (a) is yes, please identify and describe all notes, memoranda, spreadsheets, communications, emails, correspondence, or documentation related to such claim, demand, inquiry or objection.

55. Production of Documents Request 25 requests "copies of all of the documents identified in response to Interrogatories 25-31 and 32-40," in which Interrogatory 36 is included.
56. Sprint-FL identifies one CLEC and no documents in response to Interrogatory 36. Based on the emails and other documents provided in discovery, KMC believes this answer to be incomplete. There is correspondence that identifies multiple LECs as being the object of demands and inquiries with respect to access charges that are not identified in Sprint-FL's response.⁶
57. Accordingly, KMC requests that this Commission order Sprint-FL to provide full responses and name all of the responsive LECs and identify and produce all of the requested documents.

Conclusion

58. For the foregoing reasons, the Commission should grant KMC's Motion to Compel.

Respectfully submitted this 19th day of May 2005.


Floyd Self, Esq.
Messer, Caparello & Self, P.A.
215 S. Monroe Street, Suite 701
Tallahassee, FL 32302
(850) 222-0720

Edward A. Yorkgitis, Jr., Esq.
Barbara A. Miller, Esq.
Kelley Drye & Warren LLP

⁶ See Confidential Exhibit 9, identifying several local exchange carriers that were the target of Sprint-FL inquiries and demands.

1200 19th Street, N.W.
Washington, DC 20036

Attorneys for KMC Telecom III LLC, KMC
Telecom V, Inc., and KMC Data LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been served upon the following parties by hand delivery (*) and/or U.S. Mail this 19th day of May, 2005.

Beth Keating, Esq.*
General Counsel's Office, Room 370
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Ms. Nancy Pruitt*
Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Susan Masterton, Esq.*
Sprint-Florida, Incorporated
1313 Blairstone Road
Tallahassee, FL 32301

Sprint Communications Company,
Limited Partnership d/b/a Sprint
c/o Sprint-Florida, Incorporated
P.O. Box 2214 (MC FLTLHO0107)
Tallahassee, FL 32316-2214

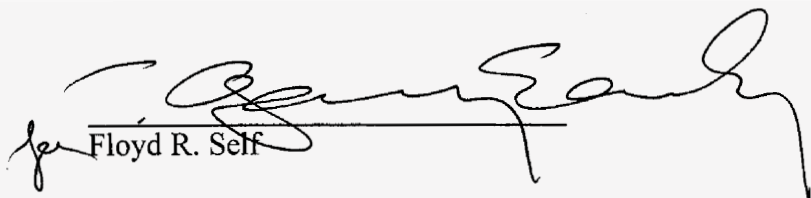

Floyd R. Self

EXHIBIT 1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated) Docket No. 041144-TP
Against KMC Telecom III LLC,)
KMC Telecom V, Inc. and KMC Data LLC,)
for failure to pay intrastate access charges)
pursuant to its interconnection agreement and)
Sprint's tariffs and for violation of)
Section 364.16(3)(a), Florida Statutes.)

KMC TELECOM III LLC, KMC TELECOM V, INC., AND KMC DATA LLC'S FIRST SET OF INTERROGATORIES (NOS. 1-24) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-22) TO SPRINT-FLORIDA, INCORPORATED

KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively "KMC") pursuant to Rule 28-106.206, Florida Code, and Rules 1.340 and 1.350, Florida Rules of Civil Procedure, hereby serve upon Sprint-Florida, Incorporated ("Sprint") the following First Set of Interrogatories (Interrogatory Numbers 1-18) and First Request for Production of Documents (Numbers 1-16).

DEFINITIONS AND INSTRUCTIONS

1. "Affiliated" means controlled, controlled by, or common control with, where control is actual working control or direct or indirect ownership of 10% or more.
2. "Carrier" means a telecommunications carrier, including a CLEC, an ILEC (defined below), an interexchange carrier, and a wireless carrier.
3. "CLEC" refers to any competitive local exchange carrier.
4. "Commission" means the Florida Public Service Commission.
5. "Communication" includes, without limitation of its generality, correspondence, email, statements, agreements, contracts, reports, white papers, users guides, job aids, discussions, conversations, speeches, meetings, remarks, questions, answers, panel

discussions and symposia, whether written or oral. The term includes, without limitation of its generality, both communications and statements which are face-to-face and those which are transmitted by documents or by media such as intercoms, telephones, television, radio, electronic mail or the Internet.

6. "Cost study" or "cost studies" means the detailed development of a rate element or of rate elements through a methodology based upon engineering, operational, economic, accounting, or financial inputs, plus support for the sources of the inputs or support for the derivations of the inputs, that enables a person using the study or studies to start with the support for each input and to then trace the support to the input, and to then be able to trace the input through the methodology to the resulting cost and then to the resulting rate element. "Cost study" and "cost studies" does not refer to an embedded cost study.

7. "The terms "document" and "documentation" shall have the same meaning and scope as contained in the Florida Rules of Civil Procedure, and shall include, without limitation, all written, reported, recorded, magnetic, graphic, photographic matter, however produced or reproduced, which is now, or was at any time, in the possession, custody, or control of your company and its affiliates including, but not limited to, all reports, memoranda, notes (including reports, memoranda, notes of telephone, email or oral conversations and conferences), financial reports, data records, letters, envelopes, telegrams, messages, electronic mail (e-mail), studies, analyses, books, articles, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, accounts, pamphlets, pictures, films, maps, work papers, arithmetical computations, minutes of all communications of any type (including inter- and intra-office communications), purchase orders, invoices, statements of account, questionnaires, surveys, graphs, recordings, video or audio tapes, punch cards, magnetic tapes, discs, data cells, drums, printouts, records of any sort of meeting, invoices, diaries, and other data

compilations from which information can be obtained, including drafts of the foregoing items and copies or reproductions of the foregoing upon which notations and writings have been made which do not appear on the originals.

8. "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (*e.g.*, a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communications, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

9. The terms "ILEC" and "incumbent LEC" refer to incumbent local exchange carrier, and include each ILEC's parent or any subsidiary or affiliate, as well as all current or former officers, directors, employees, agents, representatives, contractors or consultants of ILEC and any persons or other entities who have acted or purported to act on its behalf. The terms "ILEC" and "incumbent LEC" include independent LECs.

10. "ISP" means Internet service provider.

11. "ISP-bound traffic" means traffic destined to ISPs.

12. "KMC" means KMC Telecom V, Inc., KMC Telecom III LLC, KMC Data LLC, or, collectively, more than one of the foregoing entities.

13. The term "LATA" means "Local Access and Transport Area" as that term is defined in the *Modification of Final Judgment, United States v. Western Elec. Co.*, 552F. Supp. 131 (D. D.C. 1982), *aff'd sub nom., Maryland v. United States*, 460 U.S. 1001 (1983).

14. "LEC" means a local exchange carrier, and includes, but is not limited to, CLECs and ILECs.

15. "Loop" is as defined or used in the *Triennial Review Order*.

16. "POI" means point of interconnection.

17. "Persons" mean the plural as well as the singular and includes any natural person, any firm, corporation, association, partnership, or other organization or form of legal entity.

18. "Similar" is intended to be as comprehensive as possible.

19. "Sprint" collectively refers to the Sprint Corporation, Sprint Communications, L.P., parent company/companies, and all subsidiaries, operating entities, affiliates, holding companies and operating companies, including but not limited to, Sprint-Florida, Incorporated. "Sprint" also refers to its witnesses who prepare and may file pre-filed testimony in the above-captioned proceeding.

20. "Sprint-FL" collectively refers to Sprint Corporation, Sprint Communications, L.P., parent company/companies, subsidiaries, operating entities, affiliates, holding companies and operating companies that are directly or indirectly involved in this proceeding. Sprint-FL specifically includes, but is not limited to, Sprint-Florida, Incorporated.

21. "Sprint IXC" collectively refers to Sprint Corporation, Sprint Communications, L.P., parent company/companies, subsidiaries, operating entities, affiliates, holding companies and operating companies that are directly or indirectly involved in the provision of interexchange communications.

22. “Transport” is as defined or used in the *Triennial Review Order*.

23. “Triennial Review Order” refers to the FCC’s decision in *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01–338 et al., FCC 03–36, 18 FCC Rcd 16978 (Aug. 21, 2003); *Errata, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01–338 et al., FCC 03–227, 18 FCC Rcd. 19020 (Sep. 17, 2003).

24. The terms “you,” “your,” “yours” or “your company” means the carrier /business entity receiving these requests, and includes but is not limited to its affiliates, subsidiaries, officers, agents, attorneys, employees, representatives and consultants.

25. “VoIP service” means any service using any technology for transmitting voice over packet-switched data networks, including but not limited to transmission over networks using Internet protocol; “VoIP calls” means calls utilizing VoIP service.

INSTRUCTIONS

1. Please answer each question separately and in the order that it is asked. The number of the answers should correspond to the number of the request being answered. Following each answer, please identify the person or persons responsible for the answer and indicate what person or witness provided responsive information or documents, and where applicable, what witness will sponsor each answer in testimony. If at the time that responses to these requests are due, it has not been determined whether a witness will be testifying on behalf of Sprint who can answer questions relating to the responses, then for each response provide the name of the Sprint representative most knowledgeable regarding the subject area of and information in the response.

2. In response to the data requests seeking the production of documents, please produce all responsive documents for inspection and copying unaltered and/or

unredacted as they are kept in the usual course of business and organize and label them to correspond to the categories in this request. If the requested documents are kept in an electronic format, you shall produce the requested documents in such format. If any part of a document is responsive to any request, the whole document is to be produced. If there has been any alteration, modification, or addition to a document (whether in paper form or electronic), including any marginal notes, handwritten notes, underlining, date stamps, received stamps, attachments, distribution lists, drafts, revisions or redlines, each such alteration, modification or addition is to be considered a separate and distinct document, and must be produced.

3. In response to data requests requesting you to identify documents or other items, information or materials for disclosure, please identify the document(s) or other item(s), information or material(s) in sufficient detail so that they can be produced. Such identification shall contain the number (and subpart, if applicable) of the request requesting the identification and the page count or description of the document or item. Additionally, to the extent known, the listing shall include the author, publisher, title, date, and any "Bates" or other sequential production numbering for the document or item. When responding to the data requests, please produce copies of all documents, other items, information or materials that were identified in response to a request or directive to "identify for disclosure" in the requests. For each document or other item, please identify by number (including subpart, if any) the request which caused the "identification for disclosure."

4. Please produce the requested information at the most granular level you possess. If a data request seeks information at a level more granular than what you possess, state that you do not possess information at that level and produce the

information requested at the most granular level that you possess. KMC is not asking for the creation of brand new data, but is seeking all available data for the specific categories and sub-categories described.

5. When cost studies are requested, please include:
 - a. both the monthly recurring and the non-recurring costs to provide the service or element in question;
 - b. all work papers used or referenced in the determination of the cost and any other "back-up" documentation (*e.g.*, algorithms and assumptions) that reflects how the costs were determined;
 - c. copies of all models used to develop the cost studies; in this regard, please provide a complete copy of each of the models in its entirety on DOS or Windows based 3 ½ inch disks or CD ROM in an executable format. Please indicate the hardware and software required to run the models. Please also include all user and training manuals and guides, descriptions of the models, and documentation algorithms, assumptions, etc.

6. These requests are directed to all documents and information in your custody or control. A document is deemed to be in your custody or control if you have possession of the document, have the right to secure such document or communication from another person having possession thereof, or the document or communication is reasonably available to you (including those documents or communications in the custody or control of your company's present employees, attorneys, agents, or other persons acting on its behalf and its affiliates. In response to requests for production of documents

contained in these data requests, you shall produce the document, including all appendices, exhibits, schedules, and attachments, that is most relevant to the request.

7. If you are unable to produce a document or information based on a claim that the document is not in your custody or control, state the whereabouts of such document or information when it was last in your possession, custody or control, and provide a detailed description of the reason the document is no longer in your possession, custody or control, and the manner in which it was removed from your possession, custody or control. If you are unable to produce a document or information in response to any request, so state, and indicate whether the document ever existed, or whether the document once existed but cannot be located. To the extent any documents are lost or destroyed, produce any documents which support your assertion that the document was lost or destroyed, and provide the date thereof.

8. If you are unable to respond fully and completely to a document request, you shall explain the reasons why you are unable to do so. The terms defined below and the individual requests for information should be construed broadly to the fullest extent of their meaning in a good faith effort to comply with all applicable rules, including without limitation the Procedural Rules of the Florida Public Service Commission.

9. KMC requests that should there be a change in circumstances which would modify or change an answer supplied by your company, then in such case, KMC requests that you change or modify such answer and submit such changed answer as a supplement to the original answer. Further, should a subsequent version(s) of a document have been created or exist as of the date of this request, KMC requests that such version(s) be produced. Where prior versions or drafts of documents exist, please produce all such documents in your possession, custody or control.

10. KMC requests that you answer these requests under oath.

As used in these requests, the singular shall also be treated as plural and vice-versa.

11. Where interrogatories request information regarding traffic delivered to or from KMC to Sprint-FL or Sprint-IXC or information regarding charges that Sprint-FL alleges that KMC owes Sprint-FL, provide data, information, or documents separately with respect to KMC Telecom V, Inc., KMC Telecom III LLC, and KMC Data LLC

12. If you claim a privilege, or otherwise decline to produce or provide, any document or information responsive to one or more of the following categories, in addition to, and not in lieu of, any procedure that you must follow under law to preserve your objection(s) and/or privilege(s), within ten (10) days after receiving these requests, the attorney asserting the privilege shall:

a. identify in the objection to the request for information, or sub-part thereof, detailed reasons for your claim of privilege or other basis for protecting the document or information from disclosure; and the nature of the privilege (including work product) that is being claimed; and

b. provide the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged information:

(i) for documents: (1) the type of document; (2) subject matter of the document; (3) the date of the document; (4) the number of pages in the document; (5) the location or custodian of the document; (6) such other information as is sufficient to identify the document for a subpoena *duces tecum*, including, where available, the names(s), address(es) and telephone number of the author(s) of the

document and all recipient(s), and, where not apparent, the relationship of the author and addressee to each other;

- (ii) for oral communications: (1) the name(s), address(es) and phone number(s) of the person making the communication and the name(s), address(es) and phone number(s) of the persons present while the communication was made; (2) the relationship of the person(s) present to the person(s) making the communication; (3) the date and place of each communication; (4) the general subject matter of the communication.

13. In the event that any requested information is considered by you to be confidential, the attorney asserting such confidential status shall produce such information notwithstanding its confidential nature pursuant to the protective order(s) and/or non-disclosure agreement(s) executed in this proceeding.

14. If you file a timely objection to any portion of a request, definition, or instruction, provide a response to the remaining portion.

15. Answers to these requests are to be provided in accordance with the applicable rules of discovery or any orders of the Commission in this docket. Service of responses, objections, and all notifications, shall be made in person, by facsimile or email to:

Floyd R. Self, Esq.
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301
(850) 222-0720 (voice)
(850) 224-4359 (facsimile)
fself@lawfla.com

and

Edward A. Yorkgitis, Jr.
KELLEY DRYE & WARREN LLP
1200 19th Street, NW, Fifth Floor
Washington, DC 20036
(202) 955-9600 (telephone)
(202) 955-9792 (facsimile)
eyorkgitis@kelleydrye.com

INTERROGATORIES

Interrogatory 1: (a) Please state, by number of calls and in minutes of use (MOU) by month beginning in November 2002 and continuing through the present any traffic Sprint has identified or believes it has identified as being delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits (i) with a charge party number that differed from the calling party number (i.e., the number from which the call originates) and (ii) without any calling party number information.

(b) With respect to this traffic, please explain in detail how Sprint identified this traffic and upon what information Sprint bases its determination or belief that it was traffic delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits with a charge party number that differed from the calling party number (i.e., the number from which the call originates) or without any calling party number information.

Response:

Interrogatory 2: (a) Please state, by number of calls and in MOU by month beginning in November 2002 and continuing through the present any traffic Sprint has identified or believes that it has identified as being delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits that Sprint believes to be VoIP traffic.

(b) With respect to this traffic, please explain in detail how Sprint identified this traffic and upon what information Sprint bases its determination or belief that it was traffic delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits that Sprint believes to be VoIP traffic.

Response:

Interrogatory 3: Identify all PRI circuits over which Sprint-FL believes KMC has delivered telecommunications, VoIP service, or other traffic to Sprint-FL at any time since January 2002.

Response:

Interrogatory 4: Please provide a detailed identification and quantification of any traffic that Sprint has determined to or believes may have been delivered by KMC to Sprint-FL over local interconnection trunks for which Sprint-FL alleges it was entitled to charge KMC access charges. Quantify the traffic that Sprint-FL alleges was subject to intrastate access charges separately from that which it alleges was subject to interstate access charges.

Response:

Interrogatory 5: State whether Sprint uses charge party number information related to traffic delivered by KMC to determine whether traffic is subject to reciprocal compensation or access charges in addition to calling party number information. If Sprint's response is that it does use charge party number information in this way, please explain in detail Sprint's rationale for doing so. State in detail any reasons why, in Sprint's experience, using charge party number information for the foregoing purpose is inferior to using calling party number information.

Response:

Interrogatory 6:

(a) Does Sprint believe that KMC has taken any actions that cause the alteration or change of the charge party number parameter in the SS7 signalling for traffic KMC delivers to Sprint-FL for termination? If so, please explain upon what evidence and facts Sprint bases that belief or determination.

(b) Please identify any documents or communications, including but not limited to internal correspondence or e-mails or notes regarding conversations or meetings, setting forth, discussing or otherwise relating to Sprint's determination, belief and/or evaluation of any actions taken or believed to be taken by KMC as described in (a) of this interrogatory.

Response:

Interrogatory 7: Sprint alleges that it has traced traffic from multiple IXC's that KMC delivered to Sprint-FL for termination that showed "the same pseudo charge party number (as defined in footnote 9 of Sprint's Complaint) identified on all these calls."

- (a) Please describe in detail all actions taken to “trace” this traffic and all facts and bases for Sprint’s belief and/or determination that the traffic contained a “pseudo charge party number.”
- (b) Please produce all data that Sprint collected or generated as result of “tracing” such traffic.
- (c) Identify the multiple IXCs referred to in footnote 9 of Sprint’s Complaint.
- (d) In the aforementioned “tracing of traffic,” did Sprint rely upon any information provided to them by other carriers or enhanced services providers in its analysis? If so, identify such carriers and enhanced service providers.

Response:

Interrogatory 8: Sprint alleges that it noticed a dramatic change in the pattern and volume of traffic KMC delivered to Sprint-FL for termination beginning on May 22, 2004. Please describe all data and information upon which Sprint bases this conclusion and/or belief.

Response:

Interrogatory 9:

- (a) Please describe all data and other traffic information relating to calls received by Sprint-FL from KMC on or after November 1, 2002 through the present that Sprint alleges or believes contained the numbers 239-689-2995 and 850-201-0579 in the call’s SS7 signalling information or the call detail records as allegedly provided by KMC to Sprint-FL.
- (b) Please quantify, by month and minutes of use, all traffic Sprint-FL received from KMC over local interconnection trunks that contained the foregoing two numbers in the traffic’s SS7 signalling information. Categorize the information in your response by the SS7 parameters in which the foregoing two numbers were used (*e.g.*, calling party number, charge party number, billing telephone number, etc.).

Response:

Interrogatory 10: Please describe in detail Sprint’s methods and procedures for using SS7 signalling information and call detail records to determine what Sprint believes is appropriate intercarrier billing, including but not limited to reciprocal compensation and access charges, for traffic terminated by Sprint-FL.

Response:

Interrogatory 11: Sprint alleges that it has identified intrastate interexchange traffic that originated from a Sprint-FL local exchange customer and which Sprint handed to an IXC for delivery to a Sprint-FL local exchange customer that was improperly delivered to Sprint-FL over KMC’s local interconnection facilities. For each of

these identified calls, please describe the call detail records and SS7 signaling information

- (a) as generated by Sprint-FL for the originating call,
- (b) as delivered by Sprint-FL to the IXC,
- (c) where the IXC was Sprint IXC, as delivered by Sprint IXC to the next provider downstream whether another IXC, LEC, enhanced services provider, or information services provider, and
- (d) as received by Sprint-FL from KMC for termination. Explain in detail all changes made by Sprint-FL or Sprint IXC, or which SprintFL or Sprint IXC caused to be made by any third-party entities, in SS7 signalling information for such calls, including but not limited to calling party number and charge party number, between (a) and (b), between (b) and (c), and between (c) and (d).

Response:

Interrogatory 12: Sprint alleges that it has identified interstate traffic that KMC delivered over local interconnection trunks to Sprint-FL.

- (a) Please identify and quantify that traffic, by month for each month in which Sprint alleges such traffic was delivered by KMC.
- (b) Identify which or state what percentage of the traffic provided in response to (a) originated with a local exchange carrier affiliate or subsidiary of Sprint ("Sprint LEC")
- (c) For the traffic identified in (b), please describe the call detail records and SS7 signaling information as generated by Sprint LEC when originating the call.
- (d) For the traffic identified in (a), identify that traffic that was carried at some point during the call by Sprint IXC.
- (e) For the traffic identified in (d), describe the call detail records and SS7 signaling information (i) as received by Sprint IXC from the previous provider upstream and (ii) as delivered by Sprint IXC to the next provider downstream, whether such upstream or downstream provider is another IXC, LEC, enhanced service provider, or information services provider.
- (f) Explain in detail all changes made by either Sprint LEC or Sprint IXC, or which Sprint LEC or Sprint IXC caused to be made by any third-party entities, in SS7 signalling information for such calls, including but not limited to calling party number and charge party number.

Response:

Interrogatory 13: Please describe in detail the basis for Sprint's allegation that KMC has "made arrangements with various carriers to inappropriately terminate interexchange traffic bound for Sprint[-FL] end users over its local interconnection trunks with Sprint[-FL]."

Response:

Interrogatory 14: Please state whether Sprint IXC has any agreements with the confidential entity KMC identified in its Motion to Dismiss? If so, please describe the purposes of such agreements and the terms and provisions related to any traffic delivered by Sprint IXC to such entity that is destined for termination to the end users of a LEC.

Response:

Interrogatory 15: Please describe in detail Sprint's calculation of the amount Sprint-FL alleges that KMC owes to Sprint-FL for allegedly improperly billed Florida intrastate interexchange traffic sent over local connection trunks as asserted in the Complaint, including but not limited to identifying improperly billed and routed traffic and describing the relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.

Response:

Interrogatory 16: Please describe in detail Sprint's calculation of the amount Sprint-FL alleges that KMC owes Sprint-FL for reciprocal compensation for ISP-bound traffic improperly billed and routed to Sprint as asserted in the Complaint, including but not limited identifying improperly billed and routed traffic and describing the relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.

Response:

Interrogatory 17:

- (a) What percentage of intrastate interexchange traffic in Florida that is carried by Sprint IXC originates on Sprint-FL's network?
- (b) What percentage of interstate interexchange traffic terminating in Florida (with any local exchange carrier) that is carried by Sprint IXC (i.e., for which Sprint IXC charges an end user customer) originates at a local exchange carrier that is a Sprint affiliate or subsidiary?
- (c) What percentage of intrastate interexchange traffic in Florida that is carried by Sprint IXC (i.e., for which Sprint IXC charges an end user customer) is delivered by Sprint IXC directly to a provider other than a local exchange carrier, whether such provider is another IXC, an enhanced services provider, or an information services provider?
- (d) What percentage of interstate interexchange traffic that terminates in Florida that is carried by Sprint IXC (i.e., for which Sprint IXC charges an end user customer) is delivered by Sprint IXC directly to a provider other

- than a local exchange carrier, whether such provider is another IXC, an enhanced services provider, or an information services provider?
- (e) For traffic the percentages of which are given in (c) and (d), please describe the contractual commitments Sprint IXC has with providers to which it delivers traffic to identify the jurisdiction of the traffic sent by Sprint IXC for delivery (whether direct or indirect) to the terminating LEC and to forward all calling records and signaling information without manipulation.

Response:

Interrogatory 18:

- (a) Is Sprint IXC aware of any instances in which a carrier or other provider has altered or changed any calling party number, charging party number, billing party number, or other SS7 signalling information of traffic before delivery to Sprint IXC?
- (b) If the answer to (a) is yes, please provide detailed information regarding that traffic, including but not limited to the SS7 signaling information, call detail records, how the traffic was routed and billed to Sprint IXC, and any and all steps Sprint IXC took to prevent recurrences of such alteration in the future and/or verify the originating line information.

Response:

Interrogatory 19: Please identify the PIU and PLU factors described in paragraph 15 of the Complaint and used by Sprint to bill KMC, including the value of the factors used and the period of time each factor was employed by Sprint.

Response:

Interrogatory 20: State the volume of traffic classified by Sprint as “unknown” traffic and referred to in paragraph 15 of the Complaint, by month, for all traffic for which Sprint seeks compensation through the Complaint.

Response:

Interrogatory 21: To the extent not previously provided to KMC, provide in Sprint's standard access bill format all information related to the traffic for which Sprint seeks access charges through its Complaint. Identify the call detail records for all such traffic. State the amount of compensation that KMC has already paid to Sprint for such traffic, and identify the associated payments made by KMC (e.g., check number, wire transfer record, etc.)

Response:

Interrogatory 22:

- (a) Do KMC Data LLC or KMC Telecom V, Inc. have any local interconnection trunks or any other interconnection facilities with Sprint?
- (b) If your response to 22(a) is yes, please identify (i) where such interconnection trunks or facilities interconnect with Sprint, (ii) the date such trunks or facilities were installed or otherwise activated, (iii) the volume of traffic delivered to Sprint over such trunks or facilities on a daily, weekly, monthly, or such other basis as is reflected in Sprint's records, (iv) the amounts charged by Sprint to KMC Data LLC or KMC Telecom V, Inc. (identifying which KMC entity, as applicable), including the invoice or bill number, the number of minutes billed, the charges per minute, and any other billing information, and (v) the amounts paid by the applicable KMC entity and the dates of such payments.
- (c) Identify any and all information Sprint has which indicates or otherwise supports the allegations in Sprint's Complaint that KMC Data LLC or KMC Telecom V, Inc. have delivered traffic to Sprint that Sprint believes is subject to terminating access charges.

Response:

Interrogatory 23: Identify any and all information that supports Sprint's allegation that KMC knowingly delivered to Sprint traffic over local interconnection trunks for which terminating access charges otherwise would apply.

Response:

Interrogatory 24: Identify each and every piece of evidence or other information supporting Sprint's allegations in its complaint in this docket that KMC delivered traffic to Sprint over local interconnection trunks or other facilities for which terminating access charges apply. In identifying each such piece of evidence or information, indicate (i) the specific section of the Florida Statutes, (ii) the specific interconnection agreement and the corresponding section of such applicable interconnection agreement, and/or (iii) the specific Sprint tariff and the corresponding section of such applicable tariff for which such evidence relates to or otherwise supports.

Response:

PRODUCTION OF DOCUMENT REQUESTS

- 1) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 1.
- 2) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 2.
- 3) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 3.
- 4) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 4.
- 5) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 5.
- 6) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 6.
- 7)
 - (a) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 7, including but not limited to any raw data and records related to Sprint's "tracing" of the traffic described in that Interrogatory.
 - (b) Please produce any meeting summaries, emails, and minutes documenting internal discussions or discussions with other carriers related to Sprint's "tracing" of such traffic.
 - (c) Please produce any information provided to Sprint by other carriers or enhanced services provider related to the traffic "traced" by Sprint as described in Interrogatory No. 7.
- 8) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 8.
- 9) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 9.
- 10) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 11.
- 11) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 13.
- 12) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 16.
- 13) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 17.

- 14) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 18
- 15) Please provide copies of any other documents relied on by you or related to your response to KMC's First Set of Interrogatories. Nos.1-18 that has not otherwise already been provided in response to production requests, 1-15.
- 16) Please produce all internal records related to Sprint's production of the information contained in Sprint_CDR_Translations.
- 17)
 - (a) Please provide copies of the Sprint analysis conducted using the Agilent system referred to in paragraph 13 of the Complaint regarding traffic terminated to Sprint over the local interconnection trunks between Sprint and KMC in Sprint's Ft. Myers and Tallahassee exchanges.
 - (b) Provide copies of all work papers and supporting documentation associated with the analysis described in (a).
 - (c) Please provide copies, in CD format, of all "extracted call detail usage records" used in the analysis described in (a).
 - (d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the analysis described in (a).
- 18)
 - (a) Please provide copies of the Agilent Technologies study referred to in paragraph 14 of the Complaint.
 - (b) Provide copies of all work papers and supporting documentation associated with the study described in (a).
 - (c) Please provide copies, in CD format, of all "extracted call detail usage records" used in the study described in (a).
 - (d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the study described in (a), and its preparation, including but not limited to all documents provided by Sprint to Agilent Technologies to assist the latter in its preparation of its independent study.
 - (e) Provide copies of all documents regarding or related to Sprint's retention of Agilent Technologies to perform the study described in (a).
- 19) Referring to Interrogatory No. 3, provide copy of the identified call detail records to the extent not previously provided to KMC with a Sprint access charge bill.
- 20) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 22.
- 21) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 23.
- 22) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 24.

Respectfully submitted this 20th day of January, 2005.



Floyd R. Self, Esq.
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301
(850) 222-0720 (voice)
(850) 224-4359 (facsimile)
fself@lawfla.com

Edward A. Yorkgitis, Jr.
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202) 955-9600 (voice)
(202) 955-9792 (facsimile)
cvorkgitis@kelleydrve.com

Marva Brown Johnson
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6220 (voice)
(678) 985-6213 (facsimile)
marva.johnson@kmctelecom.com

Attorneys for KMC Telecom III, LLC,
KMC Telecom V, Inc., and KMC Data LLC

EXHIBIT 2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated) Docket No. 041144-TP
Against KMC Telecom III LLC,)
KMC Telecom V, Inc. and KMC Data LLC,)
for failure to pay intrastate access charges)
pursuant to its interconnection agreement and)
Sprint's tariffs and for violation of)
Section 364.16(3)(a), Florida Statutes.)

REVISED

**KMC TELECOM III LLC, KMC TELECOM V, INC., AND KMC DATA LLC'S
SECOND SET OF INTERROGATORIES (NOS. 25-42) AND THIRD REQUEST FOR
PRODUCTION OF DOCUMENTS (NOS. 24-28) TO
SPRINT-FLORIDA, INCORPORATED AND SPRINT COMMUNICATIONS
COMPANY, LIMITED PARTNERSHIP d/b/a SPRINT**

KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively "KMC") pursuant to Rule 28-106.206, Florida Code, and Rules 1.340 and 1.350, Florida Rules of Civil Procedure, hereby serve upon Sprint-Florida, Incorporated and Sprint Communications Company, Limited Partnership db/a Sprint ("Sprint") the following Revised Second Set of Interrogatories (Interrogatory Numbers 25- 42) and Third Request for Production of Documents (Numbers 24-28).

DEFINITIONS AND INSTRUCTIONS

1. "Affiliated" means controlled, controlled by, or common control with, where control is actual working control or direct or indirect ownership of 10% or more.
2. "Carrier" means a telecommunications carrier, including a CLEC, an ILEC (defined below), an interexchange carrier, and a wireless carrier.
3. "CLEC" refers to any competitive local exchange carrier.
4. "Commission" means the Florida Public Service Commission.

5. "Communication" includes, without limitation of its generality, correspondence, email, statements, agreements, contracts, reports, white papers, users guides, job aids, discussions, conversations, speeches, meetings, remarks, questions, answers, panel discussions and symposia, whether written or oral. The term includes, without limitation of its generality, both communications and statements which are face-to-face and those which are transmitted by documents or by media such as intercoms, telephones, television, radio, electronic mail or the Internet.

6. "Cost study" or "cost studies" means the detailed development of a rate element or of rate elements through a methodology based upon engineering, operational, economic, accounting, or financial inputs, plus support for the sources of the inputs or support for the derivations of the inputs, that enables a person using the study or studies to start with the support for each input and to then trace the support to the input, and to then be able to trace the input through the methodology to the resulting cost and then to the resulting rate element. "Cost study" and "cost studies" does not refer to an embedded cost study.

7. "The terms "document" and "documentation" shall have the same meaning and scope as contained in the Florida Rules of Civil Procedure, and shall include, without limitation, all written, reported, recorded, magnetic, graphic, photographic matter, however produced or reproduced, which is now, or was at any time, in the possession, custody, or control of your company and its affiliates including, but not limited to, all reports, memoranda, notes (including reports, memoranda, notes of telephone, email or oral conversations and conferences), financial reports, data records, letters, envelopes, telegrams, messages, electronic mail (e-mail), studies, analyses, books, articles, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, accounts, pamphlets, pictures, films, maps, work papers, arithmetical computations, minutes of all communications of any type (including

inter- and intra-office communications), purchase orders, invoices, statements of account, questionnaires, surveys, graphs, recordings, video or audio tapes, punch cards, magnetic tapes, discs, data cells, drums, printouts, records of any sort of meeting, invoices, diaries, and other data compilations from which information can be obtained, including drafts of the foregoing items and copies or reproductions of the foregoing upon which notations and writings have been made which do not appear on the originals.

8. "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (*e.g.*, a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communications, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

9. The terms "ILEC" and "incumbent LEC" refer to incumbent local exchange carrier, and include each ILEC's parent or any subsidiary or affiliate, as well as all current or former officers, directors, employees, agents, representatives, contractors or consultants of ILEC and any persons or other entities who have acted or purported to act on its behalf. The terms "ILEC" and "incumbent LEC" include independent LECs.

10. "ISP" means Internet service provider.

11. "ISP-bound traffic" means traffic destined to ISPs.

12. “KMC” means KMC Telecom V, Inc., KMC Telecom III LLC, KMC Data LLC, or, collectively, more than one of the foregoing entities.

13. The term “LATA” means “Local Access and Transport Area” as that term is defined in the *Modification of Final Judgment, United States v. Western Elec. Co.*, 552F. Supp. 131 (D. D.C. 1982), *aff’d sub nom., Maryland v. United States*, 460 U.S. 1001 (1983).

14. “LEC” means a local exchange carrier, and includes, but is not limited to, CLECs and ILECs.

15. “Loop” is as defined or used in the *Triennial Review Order*.

16. “POI” means point of interconnection.

17. “Persons” mean the plural as well as the singular and includes any natural person, any firm, corporation, association, partnership, or other organization or form of legal entity.

18. “Similar” is intended to be as comprehensive as possible.

19. “Sprint” collectively refers to the Sprint Corporation, Sprint Communications, L.P., parent company/companies, and all subsidiaries, operating entities, affiliates, holding companies and operating companies, including but not limited to, Sprint-Florida, Incorporated. “Sprint” also refers to its witnesses who prepare and may file pre-filed testimony in the above-captioned proceeding.

20. “Sprint-FL” collectively refers to Sprint Corporation, Sprint Communications, L.P., parent company/companies, subsidiaries, operating entities, affiliates, holding companies and operating companies that are directly or indirectly involved in this proceeding. Sprint-FL specifically includes, but is not limited to, Sprint-Florida, Incorporated.

21. “Sprint IXC” collectively refers to Sprint Corporation, Sprint Communications, L.P., parent company/companies, subsidiaries, operating entities, affiliates,

holding companies and operating companies that are directly or indirectly involved in the provision of interexchange communications.

22. “Transport” is as defined or used in the *Triennial Review Order*.

23. “Triennial Review Order” refers to the FCC’s decision in *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01–338 et al., FCC 03– 36, 18 FCC Rcd 16978 (Aug. 21, 2003); *Errata, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01–338 et al., FCC 03–227, 18 FCC Rcd. 19020 (Sep. 17, 2003).

24. The terms “you,” “your,” “yours” or “your company” means the carrier /business entity receiving these requests, and includes but is not limited to its affiliates, subsidiaries, officers, agents, attorneys, employees, representatives and consultants.

25. “VoIP service” means any service using any technology for transmitting voice over packet-switched data networks, including but not limited to transmission over networks using Internet protocol; “VoIP calls” means calls utilizing VoIP service.

INSTRUCTIONS

1. Please answer each question separately and in the order that it is asked. The number of the answers should correspond to the number of the request being answered. Following each answer, please identify the person or persons responsible for the answer and indicate what person or witness provided responsive information or documents, and where applicable, what witness will sponsor each answer in testimony. If at the time that responses to these requests are due, it has not been determined whether a witness will be testifying on behalf of Sprint who can answer questions relating to the responses, then for each response provide the name of the Sprint representative most knowledgeable regarding the subject area of and information in the response.

2. In response to the data requests seeking the production of documents, please produce all responsive documents for inspection and copying unaltered and/or unredacted as they are kept in the usual course of business and organize and label them to correspond to the categories in this request. If the requested documents are kept in an electronic format, you shall produce the requested documents in such format. If any part of a document is responsive to any request, the whole document is to be produced. If there has been any alteration, modification, or addition to a document (whether in paper form or electronic), including any marginal notes, handwritten notes, underlining, date stamps, received stamps, attachments, distribution lists, drafts, revisions or redlines, each such alternation, modification or addition is to be considered a separate and distinct document, and must be produced.

3. In response to data requests requesting you to identify documents or other items, information or materials for disclosure, please identify the document(s) or other item(s), information or material(s) in sufficient detail so that they can be produced. Such identification shall contain the number (and subpart, if applicable) of the request requesting the identification and the page count or description of the document or item. Additionally, to the extent known, the listing shall include the author, publisher, title, date, and any "Bates" or other sequential production numbering for the document or item. When responding to the data requests, please produce copies of all documents, other items, information or materials that were identified in response to a request or directive to "identify for disclosure" in the requests. For each document or other item, please identify by number (including subpart, if any) the request which caused the "identification for disclosure."

4. Please produce the requested information at the most granular level you possess. If a data request seeks information at a level more granular than what you possess, state that you do not possess information at that level and produce the information requested at the most granular level that you possess. KMC is not asking for the creation of brand new data, but is seeking all available data for the specific categories and sub-categories described.

5. When cost studies are requested, please include:

- a. both the monthly recurring and the non-recurring costs to provide the service or element in question;
- b. all work papers used or referenced in the determination of the cost and any other "back-up" documentation (*e.g.*, algorithms and assumptions) that reflects how the costs were determined;
- c. copies of all models used to develop the cost studies; in this regard, please provide a complete copy of each of the models in its entirety on DOS or Windows based 3 ½ inch disks or CD ROM in an executable format. Please indicate the hardware and software required to run the models. Please also include all user and training manuals and guides, descriptions of the models, and documentation algorithms, assumptions, etc.

6. These requests are directed to all documents and information in your custody or control. A document is deemed to be in your custody or control if you have possession of the document, have the right to secure such document or communication from another person having possession thereof, or the document or communication is reasonably available to you (including those documents or communications in the custody

or control of your company's present employees, attorneys, agents, or other persons acting on its behalf and its affiliates. In response to requests for production of documents contained in these data requests, you shall produce the document, including all appendices, exhibits, schedules, and attachments, that is most relevant to the request.

7. If you are unable to produce a document or information based on a claim that the document is not in your custody or control, state the whereabouts of such document or information when it was last in your possession, custody or control, and provide a detailed description of the reason the document is no longer in your possession, custody or control, and the manner in which it was removed from your possession, custody or control. If you are unable to produce a document or information in response to any request, so state, and indicate whether the document ever existed, or whether the document once existed but cannot be located. To the extent any documents are lost or destroyed, produce any documents which support your assertion that the document was lost or destroyed, and provide the date thereof.

8. If you are unable to respond fully and completely to a document request, you shall explain the reasons why you are unable to do so. The terms defined below and the individual requests for information should be construed broadly to the fullest extent of their meaning in a good faith effort to comply with all applicable rules, including without limitation the Procedural Rules of the Florida Public Service Commission.

9. KMC requests that should there be a change in circumstances which would modify or change an answer supplied by your company, then in such case, KMC requests that you change or modify such answer and submit such changed answer as a supplement to the original answer. Further, should a subsequent version(s) of a document have been created or exist as of the date of this request, KMC requests that such

version(s) be produced. Where prior versions or drafts of documents exist, please produce all such documents in your possession, custody or control.

10. KMC requests that you answer these requests under oath.

As used in these requests, the singular shall also be treated as plural and vice-versa.

11. Where interrogatories request information regarding traffic delivered to or from KMC to Sprint-FL or Sprint-IXC or information regarding charges that Sprint-FL alleges that KMC owes Sprint-FL, provide data, information, or documents separately with respect to KMC Telecom V, Inc., KMC Telecom III LLC, and KMC Data LLC

12. If you claim a privilege, or otherwise decline to produce or provide, any document or information responsive to one or more of the following categories, in addition to, and not in lieu of, any procedure that you must follow under law to preserve your objection(s) and/or privilege(s), within ten (10) days after receiving these requests, the attorney asserting the privilege shall:

a. identify in the objection to the request for information, or sub-part thereof, detailed reasons for your claim of privilege or other basis for protecting the document or information from disclosure; and the nature of the privilege (including work product) that is being claimed; and

b. provide the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged information:

(i) for documents: (1) the type of document; (2) subject matter of the document; (3) the date of the document; (4) the number of pages in the document; (5) the location or custodian of the document; (6) such other information as is

sufficient to identify the document for a subpoena *duces tecum*, including, where available, the names(s), address(es) and telephone number of the author(s) of the document and all recipient(s), and, where not apparent, the relationship of the author and addressee to each other;

- (ii) for oral communications: (1) the name(s), address(es) and phone number(s) of the person making the communication and the name(s), address(es) and phone number(s) of the persons present while the communication was made; (2) the relationship of the person(s) present to the person(s) making the communication; (3) the date and place of each communication; (4) the general subject matter of the communication.

13. In the event that any requested information is considered by you to be confidential, the attorney asserting such confidential status shall produce such information notwithstanding its confidential nature pursuant to the protective order(s) and/or non-disclosure agreement(s) executed in this proceeding.

14. If you file a timely objection to any portion of a request, definition, or instruction, provide a response to the remaining portion.

15. Answers to these requests are to be provided in accordance with the applicable rules of discovery or any orders of the Commission in this docket. Service of responses, objections, and all notifications, shall be made in person, by facsimile or email to:

Floyd R. Self, Esq.
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301
(850) 222-0720 (voice)
(850) 224-4359 (facsimile)
fself@lawfla.com

and

Edward A. Yorkgitis, Jr.
KELLEY DRYE & WARREN LLP
1200 19th Street, NW, Fifth Floor
Washington, DC 20036
(202) 955-9600 (telephone)
(202) 955-9792 (facsimile)
eyorkgitis@kelleydrye.com

INTERROGATORIES

Interrogatory 25: Please state whether Sprint IXC provides or has provided at any time during the period March 1, 2002, through the present, retail VoIP or other IP-enabled services that terminate in Florida. If the answer is yes, please describe in detail each such service, including

- (a) the means by which the service is accessed by Sprint IXC's customers, including but not limited the types of CPE that can be used to access the service,
- (b) the enhanced features or functionalities that the service provides Sprint IXC's customers,
- (c) the way in which the service uses Internet Protocol (by way of example only, solely for routing or to provide enhance functionality),
- (d) the format in which Sprint IXC receives the traffic from any upstream carrier or provider (by way of example only, IP or TDM format),
- (e) the format in which Sprint IXC delivers the traffic to any downstream carrier or provider (by way of example only, IP or TDM format),
- (f) whether Sprint IXC depends upon another entity for features that qualify the service as a VoIP or IP-enabled service,
- (g) if the answer to (f) is in the affirmative, please identify the entities involved and the role they play in qualifying the service as a VoIP or IP-enabled service, and
- (h) the geographic markets in which such services are provided.

Response:

Interrogatory 26: With respect to each such service described in response to Interrogatory 25

- (a) State whether Sprint IXC pays access charges on the service and, if so, to whom;
- (b) If Sprint does not pay access charges on the service, explain Sprint's justifications for not doing so;
- (c) Identify all marketing materials related to such service and used at any time for the period March 1, 2002 through the present;
- (d) Identify all documents relating to the decision by Sprint IXC to launch such service;

- (e) Identify all entities, whether telecommunications carrier or other type of entity, to whom Sprint IXC delivered service traffic destined for end users in Florida markets for the period March 1, 2002 through the present;
- (f) For each entity identified in response to (e), state the portion of time over the period March 1, 2002 through the present during which Sprint IXC delivered service traffic to such entity destined for end users in Florida markets;
- (g) For each entity identified in response to (e), identify and describe the terms and conditions, including the dates of their effectiveness, under which Sprint IXC delivered service traffic to such entity destined for end users in Florida markets; and
- (h) For each entity identified in response to (e), identify the location(s) at which Sprint IXC delivers service traffic to such entity and describe the facilities or other means by which such traffic is delivered by Sprint IXC to such entity.

Response:

Interrogatory 27: Please state by number of calls and in minutes of use (MOU) by month beginning in March 2002 and continuing through the present the communications traffic that Sprint IXC carried destined for termination in each of the markets identified in (a) through (g) and delivered directly to (i) the ILEC tandem, (ii) UniPoint, or (iii) another entity (including but not limited to a certificated ALEC, an enhanced service provider, an information service provider, or a “least cost router,” an entity which find the least expensive method of terminating an interexchange communication to a local market):

- (a) Tallahassee, Florida
- (b) Fort Myers, Florida
- (c) Clearwater, Florida
- (d) Pensacola, Florida
- (e) Daytona Beach, Florida
- (f) Melbourne, Florida
- (g) Sarasota, Florida

For purposes of these interrogatories, “communications traffic” includes both traditional circuit switched telecommunications traffic as well as other traffic that Sprint IXC claims is VoIP or other IP-enabled traffic. Please break out separately, for each month and each market and for each entity, VoIP traffic or IP-enabled traffic delivered by Sprint IXC.

Response:

Interrogatory 28: For each market (a) through (g) below, identify every entity falling under category (iii) in Interrogatory 27, and provide the information regarding number of calls and MOUs requested in Interrogatory 27 for each such entity.

- (a) Tallahassee, Florida
- (b) Fort Myers, Florida
- (c) Clearwater, Florida
- (d) Pensacola, Florida
- (e) Daytona Beach, Florida
- (f) Melbourne, Florida
- (g) Sarasota, Florida

Response:

Interrogatory 29:

Referring to the information provided in response to Interrogatories 27 and 28, please state for each market and for each entity to whom Sprint IXC delivered communications traffic, on a monthly basis from March 2002 through the present, the percentage of the MOUs that Sprint IXC believes is not subject to intrastate or interstate access charges. Please state the reasons why Sprint IXC believes such traffic is not subject to access charges, specifically by market and for each entity to whom Sprint IXC directly delivers the traffic.

Response:

Interrogatory 30: In those Florida markets identified in Interrogatory 27 where Sprint IXC does not route all communications traffic to an ILEC access tandem or to the LEC end office serving the calling party, and did not do so for any portion of the period March 2002 through the present, please describe in detail and by market,

- (i) how the traffic was and is routed on Sprint IXC's network;
- (ii) whether the traffic was carried by Sprint in IP or in any other non-Time Division Multiplexed format; and
- (iii) how Sprint IXC understands the traffic is terminated to the end user (by way of example only, by local exchange carriers over the public switched telephone network or over a broadband connection).

Response:

Interrogatory 31: Please identify and describe the terms of any contractual agreement or other terms and conditions in effect at any time between March 2002 and the present between Sprint IXC and any entity, other than an ILEC, under which Sprint IXC delivered traffic destined for termination in any of the markets (a)-(g) set forth in Interrogatory 3.

Response:

Interrogatory 32: (a) In connection with communications traffic carried by Sprint IXC and delivered to other carriers or providers for eventual termination in Florida, describe any changes made to the signaling information made by Sprint IXC, including but not limited to calling party numbers, charge party numbers, billing party numbers, and working telephone numbers.

(b) Please describe in detail what steps Sprint IXC takes and/or what procedures are in place to ensure that the signaling information provided by Sprint IXC directly to downstream providers and carriers associated with communications traffic to be terminated in Florida, including but not limited to calling party numbers, charge party numbers, billing party numbers, and working telephone numbers, is not altered or manipulated.

(c) Please describe in detail what steps Sprint IXC takes and/or what procedures are in place to ensure that the signaling information provided by Sprint IXC, if any, directly

to downstream providers and carriers associated with communications traffic to be terminated in Florida, including but not limited to calling party numbers, charge party numbers, billing party numbers, and working telephone numbers, is in turn delivered without alteration or manipulation by those carriers and providers to the next carrier or provider downstream until the communication at issue reach the end user customer's local carrier or provider.

Response:

Interrogatory 33: Please describe in detail what steps Sprint IXC takes and/or what procedures are in place to determine or verify whether any communications traffic destined for termination in any of the Florida markets (a) through (g) set forth in Interrogatory 25 that Sprint IXC delivers to another carrier or provider is VoIP or other IP enabled traffic

Response:

Interrogatory 34: Please state with respect to each of the providers below whether Sprint IXC delivers or has delivered communications traffic destined for termination in Florida to the following (or affiliates or subdivisions of the following) entities, whether directly or through a third-party carrier or provider. If your answer is in the affirmative, quantify the traffic delivered to each such entity (i.e., number of calls and by MOUs for each month from March 2002 through the present).

- (a) UniPoint/Point One
- (b) Level 3 Communications
- (c) XO Communications

Response:

Interrogatory 35: For any traffic quantified in response to Interrogatory 34, state the percentage of such traffic on which Sprint IXC has been billed access charges by a terminating local exchange carrier.

Response:

Interrogatory 36:

- (a) Has Sprint-FL made any claims, demands, inquiries, or otherwise inquired into or objected *either* to a dramatic or significant change in the traffic of any LEC other than KMC *or* to the delivery of traffic to Sprint-FL over local interconnection trunks that Sprint-FL believes should be subject to access charges in the Tallahassee, Florida or Ft. Myers, Florida markets? This interrogatory includes all claims, demands, inquiries, and objections whether formal or informal and whether written or verbal.
- (b) If the answer to (a) is yes, please describe in detail each claim, demand, inquiry or objection including (i) the LEC to whom the claim, demand, inquiry or objection was made, (ii) when the claim, demand, inquiry or objection was made, (iii) the basis for the claim, demand, inquiry or objection, (iv) the LEC's response to the claim,

demand, inquiry or objection, and (v) the final resolution, outcome, or current status of the issue.

- (c) If the answer to (a) is yes, please identify and describe all notes, memoranda, spreadsheets, communications, emails, correspondence, or documentation related to such claim, demand, inquiry or objection.

Response:

Interrogatory 37: Please identify and describe all notes, documentation, communications, emails, correspondence, and other references to Sprint-FL's understanding of, interpretation of, application of, implementation of, or negotiations of the Florida Digital Networks Interconnection Agreement as it relates to traffic routed or delivered between KMC and Sprint-FL.

Response:

Interrogatory 38: Please state by number of calls and MOUs on a monthly basis for each month beginning in March 2002 through the present the amount of traffic sent by Sprint-FL to KMC over local interconnection trunks in Florida. Break down such traffic, on a monthly basis, into (a) Sprint-FL originated traffic that is not intra-LATA toll, (b) Sprint-FL originated traffic that is either Section 251(b)(5) traffic or ISP-bound traffic, or (c) other types of traffic. If there are any "other types of traffic," please describe each such type.

Response:

Interrogatory 39: Identify and describe every complaint, notice, or inquiry received since March 1, 2002, from any LEC or other entity with operations in Florida that Sprint IXC is improperly misrouting traffic that is destined for termination in Florida, is improperly manipulating, inserting, altering, or replacing signaling information, or is engaging in activities by which Sprint IXC is evading access charges.

Response:

Interrogatory 40: Please identify the number of calls and MOUs for each month, March 2002 through the present, that Sprint IXC delivered directly to the ILEC access tandem or ILEC end offices through direct end office connections in the following markets: Clearwater, Daytona Beach, Ft. Myers, Melbourne, Pensacola, Sarasota and Tallahassee.

Response:

Interrogatory 41: Does Sprint have a corporate policy, directive, or other such management decision at any corporate level or involving any of its corporations, with respect to its interexchange carrier operations utilizing local interconnection trunks to terminate toll traffic that is otherwise subject to access charges. If so, please describe in detail such policy, directive, or management decision.

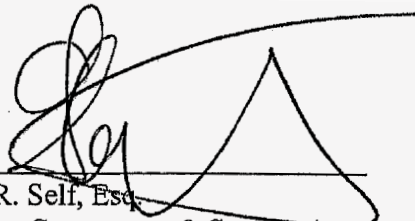
Response:

Interrogatory 42: Identify all communications and documents within or between Sprint-FL and the Sprint Local Telecommunications Division, Sprint IXC, Sprint Business Solutions, and/or Sprint Consumer Solutions of or pertaining to decisions, business plans, policies, or other requirements that Sprint IXC should route terminating traffic destined for CLEC customers in Tallahassee or Ft. Myers.

PRODUCTION OF DOCUMENT REQUESTS

- 24) Please provide copies of all of the contractual agreements or other terms and conditions identified in response to Interrogatory 31.
- 25) Please provide copies of all of the documents identified in response to Interrogatories 25-31 and 32-40.
- 26) Please provide copies of all of the documents, not otherwise provided, relied upon by Sprint IXC or Sprint-FL to prepare its responses to Interrogatories 25-31 and 32-40.
- 27) Please provide copies of all documents relied upon or otherwise related to Interrogatory 41. To the extent not addressed by Interrogatory 41, please provide any corporate policies regarding the use of local interconnection trunks to avoid access charge payment.
- 28) Please provide copies of all documents identified in response to Interrogatory 42.

Respectfully submitted this 7th day of March, 2005.



Floyd R. Self, Esq.
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32301
(850) 222-0720 (voice)
(850) 224-4359 (facsimile)
fself@lawfla.com

Edward A. Yorkgitis, Jr.
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202) 955-9600 (voice)
(202) 955-9792 (facsimile)
eyorkgitis@kelleydrye.com

Marva Brown Johnson
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6220 (voice)
(678) 985-6213 (facsimile)
marva.johnson@kmctelecom.com

Attorneys for KMC Telecom III, LLC,
KMC Telecom V, Inc., and KMC Data LLC

EXHIBIT 3

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated) Docket No. 041144-TP
Against KMC Telecom III LLC,)
KMC Telecom V, Inc. and KMC Data LLC,)
for failure to pay intrastate access charges)
pursuant to its interconnection agreement and)
Sprint's tariffs and for violation of)
Section 364.16(3)(a), Florida Statutes.)
_____)

SPRINT'S RESPONSES AND OBJECTIONS TO KMC'S FIRST SET OF INTERROGATORIES (NOS. 1-24) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-22)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses and Objections to KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC's (collectively KMC) First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on January 20, 2005.

<u>Interrogatory</u>	<u>Prepared by</u>	<u>Title</u>
1(a)	Andleeb Sonia Diedel	Financial Analyst III
1(b)-3	Joan M. Tonkinson	Natl Engineering Standards Mgr IV
4	Andleeb Sonia Diedel	Financial Analyst III
5-7	Joan M. Tonkinson	Natl Engineering Standards Mgr IV
8	Andleeb Sonia Diedel	Financial Analyst III
9(a)	Joan M. Tonkinson	Natl Engineering Standards Mgr IV
9(b)	Joan M. Tonkinson	Natl Engineering Standards Mgr IV
	Andleeb Sonia Diedel	Financial Analyst III
10	Andleeb Sonia Diedel	Financial Analyst III
11	Christopher M. Schaffer	Natl Engineering Standards Mgr III
12(a)	Andleeb Sonia Diedel	Financial Analyst III
13	Christopher M. Schaffer	Natl Engineering Standards Mgr III
15	Andleeb Sonia Diedel	Financial Analyst III
16	Mitchell S. Danforth	Manager Carrier Accounts
19-22(a)	Andleeb Sonia Diedel	Financial Analyst III
22(c)	Christopher M. Schaffer	Natl Engineering Standards Mgr III

GENERAL OBJECTIONS

Sprint makes the following General Objections to KMC's First Set of Interrogatories and First Request for Production of Documents ("PODs"). These general objections apply to each of the individual requests and interrogatories in the First Set of Interrogatories and First Request for PODs respectively, and will be incorporated by reference into Sprint's answers when they are served on KMC.

1. Sprint objects to the requests to the extent that such requests seek to impose an obligation on Sprint to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. Sprint has interpreted KMC's requests to apply to Sprint's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, Sprint objects to such request to produce as irrelevant, overly broad, unduly burdensome, and oppressive.

3. Sprint objects to each and every request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Sprint objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any responses provided by Sprint to KMC's requests will be provided subject to, and without waiver of, the foregoing objection.

5. Sprint objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject

matter of this action. Sprint will attempt to note in its responses each instance where this objection applies.

6. Sprint objects to KMC's discovery requests, instructions and definitions, insofar as they seek to impose obligation on Sprint that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

7. Sprint objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

8. Sprint objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Sprint objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that KMC requests proprietary confidential business information which is not subject to the "trade secrets" privilege, Sprint will make such information available to counsel for KMC pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Sprint is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that

the discovery requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden or expense.

RESPONSES AND SPECIFIC OBJECTIONS TO INTERROGATORIES

Notwithstanding and without waiving its objections as stated above, Sprint provides the following responses and additional specific objections to KMC's First Set of Interrogatories and First Request for Production of Documents:

Interrogatory 1: (a) Please state, by number of calls and in minutes of use (MOU) by month beginning in November 2002 and continuing through the present any traffic Sprint has identified or believes it has identified as being delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits (i) with a charge party number that differed from the calling party number (i.e., the number from which the call originates) and (ii) without any calling party number information.

(b) With respect to this traffic, please explain in detail how Sprint identified this traffic and upon what information Sprint bases its determination or belief that it was traffic delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits with a charge party number that differed from the calling party number (i.e., the number from which the call originates) or without any calling party number information.

Response:

(a) Sprint analyzed the traffic delivered from KMC to Sprint-Florida over local interconnection trunks. (See Attachment to Interrogatory No. 1, CONFIDENTIAL KMC Complaint Summary file.) As far as Sprint can determine KMC had no PRI circuit connections with Sprint.

- i. See CONFIDENTIAL KMC Complaint Summary file, ChPN diff CPN tab, and
- ii. See CONFIDENTIAL KMC Complaint Summary file, No CPN tab.

(b) Sprint has circuit inventory records identifying each of KMC's interconnection trunk groups for each of the states where they have ordered local interconnection trunks. Using this list of trunk groups, Sprint's Local Telephone Division (LTD) Network group extracted SS7 call detail records for each of these trunk groups. A review of the

interconnection trunk groups for Ft. Myers and Tallahassee and the SS7 call detail records for these trunk groups showed charge party number data differences as compared to the original calling party number. Analysis of the data demonstrate that for the calls with the repetitive charge party number the calls are actually interstate/intrastate calls based upon the original calling party number. In many instances, a charge party number was present, but the no calling party number was blank.

Interrogatory 2: (a) Please state, by number of calls and in MOU by month beginning in November 2002 and continuing through the present any traffic Sprint has identified or believes that it has identified as being delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits that Sprint believes to be VoIP traffic.

(b) With respect to this traffic, please explain in detail how Sprint identified this traffic and upon what information Sprint bases its determination or belief that it was traffic delivered by KMC to Sprint-FL over local interconnection trunks or local PRI circuits that Sprint believes to be VoIP traffic.

Response:

(a) Sprint does not have any way to tell whether or not the traffic sent to Sprint on KMC's local interconnection trunk groups are VoIP originated. The SS7 signaling protocol does not contain any parameters that would identify the call as VoIP originated. However, KMC made representations in it's Motion to Dismiss, and in information provided by KMC in response to Sprint's discovery, that have led Sprint to believe that the traffic that is the subject of this dispute was delivered to KMC by an "enhanced service provider" that publicly identifies itself as a VoIP provider.

(b) See Sprint's response to 2(a).

Interrogatory 3: Identify all PRI circuits over which Sprint-FL believes KMC has delivered telecommunications, VoIP service, or other traffic to Sprint-FL at any time since January 2002.

Response: Local interconnection trunk groups that KMC has with Sprint LTD are switched circuits. KMC does not exchange traffic over PRI connections from Sprint.

Interrogatory 4: Please provide a detailed identification and quantification of any traffic that Sprint has determined to or believes may have been delivered by KMC to Sprint-FL over local interconnection trunks for which Sprint-FL alleges it was entitled to charge KMC access charges. Quantify the traffic that Sprint-FL alleges was subject to intrastate access charges separately from that which it alleges was subject to interstate access charges.

Response: See CONFIDENTIAL KMC Complaint Summary file, Interstate and Intrastate tabs. The access charges assessed to KMC from July 2002 through November 2004 are as follows:

Jurisdiction	MOU's	Charges
Interstate		
Intrastate		

These charges are netted against the local piece which was initially billed to KMC. The net charges owed by KMC in Florida are [REDACTED] for this period.

Interrogatory 5: State whether Sprint uses charge party number information related to traffic delivered by KMC to determine whether traffic is subject to reciprocal compensation or access charges in addition to calling party number information. If Sprint's response is that it does use charge party number information in this way, please explain in detail Sprint's rationale for doing so. State in detail any reasons why, in Sprint's experience, using charge party number information for the foregoing purpose is inferior to using calling party number information.

Response: Sprint utilizes the Telcordia industry standard for switch record population for calling party number and charge number. Please refer to Response to POD No. 5, Telcordia standard, GR-394-CORE, section 3.2.2.2, E. Calling Party Number/Charge Number.

Interrogatory 6:
(a) Does Sprint believe that KMC has taken any actions that cause the alteration or change of the charge party number parameter in the SS7 signalling for traffic KMC delivers to Sprint-FL for termination? If so,

please explain upon what evidence and facts Sprint bases that belief or determination.

(b) Please identify any documents or communications, including but not limited to internal correspondence or e-mails or notes regarding conversations or meetings, setting forth, discussing or otherwise relating to Sprint's determination, belief and/or evaluation of any actions taken or believed to be taken by KMC as described in (a) of this interrogatory.

Response:

- (a) Yes. Sprint has SS7 call detail records that show that repeated use of the same charge party numbers for calls originating from within various LATAs in Florida and various states for traffic that KMC has terminated to Sprint LTD in the state of Florida over their local interconnection trunk groups. For these calls, the charge numbers were altered or inserted resulting in the call appearing to be local origination in nature.
- (b) See response to POD No. 6.

Interrogatory 7: Sprint alleges that it has traced traffic from multiple IXC's that KMC delivered to Sprint-FL for termination that showed "the same pseudo charge party number (as defined in footnote 9 of Sprint's Complaint) identified on all these calls."

- (a) Please describe in detail all actions taken to "trace" this traffic and all facts and bases for Sprint's belief and/or determination that the traffic contained a "pseudo charge party number."**
- (b) Please produce all data that Sprint collected or generated as result of "tracing" such traffic.**
- (c) Identify the multiple IXCs referred to in footnote 9 of Sprint's Complaint.**
- (d) In the aforementioned "tracing of traffic," did Sprint rely upon any information provided to them by other carriers or enhanced services providers in its analysis? If so, identify such carriers and enhanced service providers.**

Response:

- (a) The traffic records were traced using correlated call record capabilities in the Agilent AcceSS7 Business Intelligence platform. Sprint was able to trace calls leaving Sprint's SS7 network destined for a FGD carrier terminating to a Sprint end user, then coming back into Sprint's switch over a local interconnection trunk group from KMC to Sprint.

Sprint conducted a study of SS7 correlated call records and was able to identify traffic that Sprint sent to an IXC and for which the call should have been returned to Sprint from an IXC. However, in these instances, Sprint noted that the call was returned via KMC's local interconnection trunk groups and the charge number was altered or inserted to cause the call to look local. Refer to Sprint's Attachment to Interrogatory No. 1(a).

(b) See Response to POD Nos. 1, 7, 15 and 18.

(c) Sprint analyzed calls from April 19, 2004 by using SS7 correlated call records. IXC calls that should have been returned to Sprint via an IXC trunk group were in fact returned to Sprint via KMC's local interconnection trunk groups. Analysis of the calls demonstrated the following:

The charge number of 239-689-2995, was used for [REDACTED]

[REDACTED]

[REDACTED]

The charge number of 850-201-0579 was used for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) No.

Interrogatory 8: Sprint alleges that it noticed a dramatic change in the pattern and volume of traffic KMC delivered to Sprint-FL for termination beginning on May 22, 2004. Please describe all data and information upon which Sprint bases this conclusion and/or belief.

Response: See CONFIDENTIAL KMC Complaint file, Billed Volume Trend tab. The billed minutes have declined from April 2004 to May 2004 by 46%, [REDACTED] total MOU. The billed minutes result from usage processed from the switch onto the

customer's bills in CASS (Customer Access Support System) and are rated according to the terms of the Interconnection Agreement.

Interrogatory 9:

- (a) **Please describe all data and other traffic information relating to calls received by Sprint-FL from KMC on or after November 1, 2002 through the present that Sprint alleges or believes contained the numbers 239-689-2995 and 850-201-0579 in the call's SS7 signalling information or the call detail records as allegedly provided by KMC to Sprint-FL.**
- (b) **Please quantify, by month and minutes of use, all traffic Sprint-FL received from KMC over local interconnection trunks that contained the foregoing two numbers in the traffic's SS7 signalling information. Categorize the information in your response by the SS7 parameters in which the foregoing two numbers were used (e.g., calling party number, charge party number, billing telephone number, etc.).**

Response:

- (a) Sprint analyzed SS7 traffic records associated with KMC's local interconnection trunk groups by reviewing individual call detail records. Sprint examined the following data elements in the SS7 signaling and the Agilent Business Intelligent data: Originating and Destination Point Codes (OPC/DPC), charge number, calling party number, called party number, jurisdiction information parameter (JIP), trunk-circuit-identification-number (TCIC), ACNA, date/time of the call, call duration, call category (jurisdiction), calling state, called state, direction of traffic, TSC (Two-Six-Code), trunk group number, and correlation ID. KMC does not provide call detail records to Sprint. Sprint uses their own switch recordings.
- (b) See CONFIDENTIAL KMC Complaint Summary file, ChPN 850 & 239 tab. 239-6889-2995 and 850-201-0579 were present in the Charge Number field of the SS7 parameter.

Interrogatory 10: Please describe in detail Sprint's methods and procedures for using SS7 signalling information and call detail records to determine what Sprint believes is appropriate intercarrier billing, including but not limited to reciprocal compensation and access charges, for traffic terminated by Sprint-FL.

Response: Sprint identifies the local interconnection trunks that have interstate, intrastate, and local traffic in the SS7 Summary data. Once the trunks are identified as having access, Sprint pulls the SS7 Call Detail Records to analyze the Calling Party Number, Charge Party Number and Called Party Number relationships to understand the jurisdiction of these local interconnection trunks. Sprint further examines the SS7 Correlated Call Detail Records for multiple legs on a single call that originates and terminates on Sprint's local network. Sprint compares the jurisdiction of the SS7 data to the billed minutes on these local interconnection trunks. The initial billing through CASS is based upon the "from" and "to" phone numbers that are provided on the switch records for the local interconnection trunks. Sprint has identified that KMC is masking the origination point of the switch records to show the access usage as local or intralata toll; therefore, KMC's initial billing is for reciprocal compensation charges only. Refer to Sprint's response Interrogatory No. 15 for further explanation of the access adjustment calculation.

Interrogatory 11: Sprint alleges that it has identified intrastate interexchange traffic that originated from a Sprint-FL local exchange customer and which Sprint handed to an IXC for delivery to a Sprint-FL local exchange customer that was improperly delivered to Sprint-FL over KMC's local interconnection facilities. For each of these identified calls, please describe the call detail records and SS7 signaling information

- (a) as generated by Sprint-FL for the originating call,
- (b) as delivered by Sprint-FL to the IXC,
- (c) where the IXC was Sprint IXC, as delivered by Sprint IXC to the next provider downstream whether another IXC, LEC, enhanced services provider, or information services provider, and
- (d) as received by Sprint-FL from KMC for termination. Explain in detail all changes made by Sprint-FL or Sprint IXC, or which SprintFL or Sprint IXC caused to be made by any third-party entities, in SS7 signalling information for such calls, including but not limited to calling party number and charge party number, between (a) and (b), between (b) and (c), and between (c) and (d).

Response:

- (a) – (d) Sprint identified all of the KMC trunk groups for which Inter/Intrastate traffic was present in the SS7 summary data. Sprint then examined SS7 correlated call detail records. Correlated call detail records are records for which more than one leg of a single call transits Sprint's local network. Sprint extracted all of the Inter/Intrastate calls from the population of correlated records and was able to extract and examine the records that were shown to originate from Sprint's end users that has an associated IXC CIC present in the SS7 signal. The SS7 records reflect the switched access trunk group for the IXC for which Sprint transports the call to the IXC. Sprint LTD's switches did not perform any alteration or changes to the SS7 signaled data.

Interrogatory 12: Sprint alleges that it has identified interstate traffic that KMC delivered over local interconnection trunks to Sprint-FL.

- (a) Please identify and quantify that traffic, by month for each month in which Sprint alleges such traffic was delivered by KMC.
- (b) Identify which or state what percentage of the traffic provided in response to (a) originated with a local exchange carrier affiliate or subsidiary of Sprint ("Sprint LEC")
- (c) For the traffic identified in (b), please describe the call detail records and SS7 signaling information as generated by Sprint LEC when originating the call.
- (d) For the traffic identified in (a), identify that traffic that was carried at some point during the call by Sprint IXC.
- (e) For the traffic identified in (d), describe the call detail records and SS7 signaling information (i) as received by Sprint IXC from the previous provider upstream and (ii) as delivered by Sprint IXC to the next provider downstream, whether such upstream or downstream provider is another IXC, LEC, enhanced service provider, or information services provider.
- (f) Explain in detail all changes made by either Sprint LEC or Sprint IXC, or which Sprint LEC or Sprint IXC caused to be made by any third-party entities, in SS7 signalling information for such calls, including but not limited to calling party number and charge party number.

Response:

- (a) See CONFIDENTIAL KMC Complaint Summary file, Interstate tab.

(b) – (f) Sprint objects to the subparts of this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence. These subparts request information concerning interstate traffic that is not within the jurisdiction of the Commission and which Sprint has excluded from the traffic for which Sprint seeks relief from the Commission pursuant to its Complaint. While the amount of interstate traffic is relevant to the action, because it serves to define the traffic subject to the Commission’s jurisdiction in this proceeding, the detailed information concerning the interexchange traffic that is requested in subparts (b)-(f) is not.

Interrogatory 13: Please describe in detail the basis for Sprint’s allegation that KMC has “made arrangements with various carriers to inappropriately terminate interexchange traffic bound for Sprint[-FL] end users over its local interconnection trunks with Sprint[-FL].”

Response: Using the SS7 call detail and SS7 correlated call detail records, Sprint was able to determine the calling state, the original calling party number, the called number, the charge number, the IXC on the originating calls, and the use of the repetitive charge number regardless of the originating state or originating calling party. Using these parameters, Sprint was able to follow the path of a call where it entered and exited Sprint’s network for calls originating to an IXC to the point when the call reentered Sprint’s network over KMC’s local interconnection trunk group(s).

For example, Sprint noted the following call scenario (see CONFIDENTIAL diagram attached to this Interrogatory):

- A [REDACTED] end user in Quincy, Fl., placed a toll call to a Sprint end user in Crawfordville, FL using a presubscribed carrier of [REDACTED] (Carrier Identification Code = [REDACTED])

- The call came into Sprint's Tallahassee tandem from [REDACTED] and Sprint handed the call off to [REDACTED].
- The next leg of the call shows the call returning to Sprint via KMC's local interconnection trunk group to Sprint's Tallahassee tandem to terminate to Sprint's end user.
- Between the time the call was handed to [REDACTED] and returned via KMC's local interconnection trunk group, the charge party number had been changed to 850-201-0579.

Interrogatory 14: Please state whether Sprint IXC has any agreements with the confidential entity KMC identified in its Motion to Dismiss? If so, please describe the purposes of such agreements and the terms and provisions related to any traffic delivered by Sprint IXC to such entity that is destined for termination to the end users of a LEC.

Response: Sprint objects to this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence. The Interrogatory asks for information concerning Sprint's IXC, which is not a party to this action, concerning agreements that Sprint's IXC may have with a provider this it not a party to this action, and concerning traffic terminated by Sprint IXC that is unrelated to the subject matter of this action in that it is not traffic exchanged between KMC and Sprint.

Interrogatory 15: Please describe in detail Sprint's calculation of the amount Sprint-FL alleges that KMC owes to Sprint-FL for allegedly improperly billed Florida intrastate interexchange traffic sent over local connection trunks as asserted in the Complaint, including but not limited to identifying improperly billed and routed traffic and describing the relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.

Response: Sprint analyzed the SS7 traffic records to identify interexchange traffic over KMC's local interconnection trunks. Once the trunks are identified, Sprint used

monthly SS7 CDR Summary Reports to calculate the PLU factors using the jurisdiction of the SS7 minutes of use. The jurisdiction of the minutes is based upon the calling party numbers to the called party numbers in the SS7 Call Detail Records. The calculated PLU is then applied to the billed minutes, from CASS (Carrier Access Support System), to determine what should be interstate, intrastate, and local minutes. A true-up is done on the billed usage to determine the difference of what the customer was initially billed for as local and intrastate minutes and the corrected amount to include the additional access charges. An adjustment for the difference amount is then applied to a subsequent bill following the initial billing.

Interrogatory 16: Please describe in detail Sprint's calculation of the amount Sprint-FL alleges that KMC owes Sprint-FL for reciprocal compensation for ISP-bound traffic improperly billed and routed to Sprint as asserted in the Complaint, including but not limited identifying improperly billed and routed traffic and describing the relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.

Response: Sprint's overpayment of [REDACTED] is based on [REDACTED] minutes from 7/02-6/03 of KMC intentionally mischaracterized access traffic, which is the subject of the complaint. The mischaracterized traffic was treated by KMC as local traffic and routed to Sprint to be terminated locally by Sprint. Sprint unknowingly billed misrepresented access traffic to KMC as local minutes and rated (\$.006467) them as local voice minutes.

The compensation regime called for in the FCC ISP Remand Order (FCC 01-131) allows KMC to be compensated by Sprint at three times (3:1 ratio) the amount of local traffic Sprint bills to KMC, each billing the other at voice rates for this

presumed voice traffic. See paragraph 79 of the Order for further details. By misrouting and mischaracterizing access traffic as local traffic, minutes-of-use included in KMC's local traffic terminating to Sprint was grossly inflated by [REDACTED] minutes. KMC inflated the amount of local terminated reciprocal compensation minutes by way of arbitraging access traffic, and as a result, Sprint unknowingly overpaid 3 times the volume of voice minutes ([REDACTED] minutes $\times 3 =$ [REDACTED] $\times \$0.006467 =$ [REDACTED]).

Also, refer to Sprint's response to Interrogatory No. 15, and see

CONFIDENTIAL KMC Complaint Summary file, Jul02-Jun03 Impact tab.

Interrogatory 17:

- (a) **What percentage of intrastate interexchange traffic in Florida that is carried by Sprint IXC originates on Sprint-FL's network?**
- (b) **What percentage of interstate interexchange traffic terminating in Florida (with any local exchange carrier) that is carried by Sprint IXC (i.e., for which Sprint IXC charges an end user customer) originates at a local exchange carrier that is a Sprint affiliate or subsidiary?**
- (c) **What percentage of intrastate interexchange traffic in Florida that is carried by Sprint IXC (i.e., for which Sprint IXC charges an end user customer) is delivered by Sprint IXC directly to a provider other than a local exchange carrier, whether such provider is another IXC, an enhanced services provider, or an information services provider?**
- (d) **What percentage of interstate interexchange traffic that terminates in Florida that is carried by Sprint IXC (i.e., for which Sprint IXC charges an end user customer) is delivered by Sprint IXC directly to a provider other than a local exchange carrier, whether such provider is another IXC, an enhanced services provider, or an information services provider?**
- (e) **For traffic the percentages of which are given in (c) and (d), please describe the contractual commitments Sprint IXC has with providers to which it delivers traffic to identify the jurisdiction of the traffic sent by Sprint IXC for delivery (whether direct or indirect) to the terminating LEC and to forward all calling records and signaling information without manipulation.**

Response: Sprint objects to this Interrogatory, including all subparts (a) through (e) on the grounds that it is not relevant to the subject matter of this action or reasonably

calculated to lead to the discovery of admissible evidence. The Interrogatory asks for information concerning Sprint's IXC, which is not a party to this action, and concerning traffic carried by Sprint IXC that is unrelated to the subject matter of this action in that it is not traffic exchanged between KMC and Sprint. In addition, this Interrogatory asks for information concerning Sprint's local exchange affiliates in other states, which is not relevant to this dispute involving the termination of traffic by KMC to Sprint-Florida pursuant to Florida law, KMC's interconnection agreement with Sprint in Florida and Sprint's Florida tariffs.

Interrogatory 18:

- (a) **Is Sprint IXC aware of any instances in which a carrier or other provider has altered or changed any calling party number, charging party number, billing party number, or other SS7 signalling information of traffic before delivery to Sprint IXC?**
- (b) **If the answer to (a) is yes, please provide detailed information regarding that traffic, including but not limited to the SS7 signaling information, call detail records, how the traffic was routed and billed to Sprint IXC, and any and all steps Sprint IXC took to prevent recurrences of such alteration in the future and/or verify the originating line information.**

Response: Sprint objects to this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence. The Interrogatory asks for information concerning Sprint's IXC, which is not a party to this action, and concerning traffic carried by Sprint IXC that is unrelated to the subject matter of this action in that it is not traffic exchanged between KMC and Sprint. In addition, this Interrogatory asks for information concerning Sprint's local exchange affiliates in other states, which is not relevant to this dispute involving the termination of traffic by KMC to Sprint-

Florida pursuant to Florida law, KMC's interconnection agreement with Sprint in Florida and Sprint's Florida tariffs.

Interrogatory 19: Please identify the PIU and PLU factors described in paragraph 15 of the Complaint and used by Sprint to bill KMC, including the value of the factors used and the period of time each factor was employed by Sprint.

Response: See CONFIDENTIAL KMC Complaint Summary file, July 02 to Current tab (Columns H-I).

Interrogatory 20: State the volume of traffic classified by Sprint as "unknown" traffic and referred to in paragraph 15 of the Complaint, by month, for all traffic for which Sprint seeks compensation through the Complaint.

Response: See CONFIDENTIAL KMC Complaint Summary file, July 02 to Current tab (Other MOU: Columns L or S).

Interrogatory 21: To the extent not previously provided to KMC, provide in Sprint's standard access bill format all information related to the traffic for which Sprint seeks access charges through its Complaint. Identify the call detail records for all such traffic. State the amount of compensation that KMC has already paid to Sprint for such traffic, and identify the associated payments made by KMC (e.g., check number, wire transfer record, etc.)

Response: Sprint objects to this Interrogatory to the extent that it seeks to require Sprint to create records that do not current exist, that is, information in Sprint's "standard access billing format." Since KMC improperly terminated the interexchange traffic for which Sprint seeks access charges over local interconnection trunks and misrepresented the traffic as local traffic, no such records exist. For applicable CDRs please see response to POD No. 1. Sprint is still gathering information responsive to this Interrogatory as it relates to compensation KMC has already paid to Sprint and will provide this information as a supplement to these responses.

Interrogatory 22:

- (a) Do KMC Data LLC or KMC Telecom V, Inc. have any local interconnection trunks or any other interconnection facilities with Sprint?
- (b) If your response to 22(a) is yes, please identify (i) where such interconnection trunks or facilities interconnect with Sprint, (ii) the date such trunks or facilities were installed or otherwise activated, (iii) the volume of traffic delivered to Sprint over such trunks or facilities on a daily, weekly, monthly, or such other basis as is reflected in Sprint's records, (iv) the amounts charged by Sprint to KMC Data LLC or KMC Telecom V, Inc. (identifying which KMC entity, as applicable), including the invoice or bill number, the number of minutes billed, the charges per minute, and any other billing information, and (v) the amounts paid by the applicable KMC entity and the dates of such payments.
- (c) Identify any and all information Sprint has which indicates or otherwise supports the allegations in Sprint's Complaint that KMC Data LLC or KMC Telecom V, Inc. have delivered traffic to Sprint that Sprint believes is subject to terminating access charges.

Response:

- (a) See Response to POD No. 20, CLEC Checklist and ASR example from Host on Demand examples attached. Sprint shows KMC submitted Access Service Requests (ASR) for their local interconnection trunks under KMC Telecom, Inc. without specifying whether the orders applied specifically to KMC Data LLC or KMC Telecom V (or to KMC Telecom III). Similarly, KMC's bills to Sprint were sent under the company named KMC Telecom, Inc.
- (b) See Sprint's response to Interrogatory 22(a).
- (c) Sprint relies upon information extracted from the LERG (Local Exchange Routing Guide) to identify the NPA/NXX's associated with traffic delivered to Sprint. Thus, for the inserted or altered charge party numbers for the subject traffic, the numbers are assigned to KMC V. See Attachment to POD No. 20, Screen Prints from LERG. In addition, the interconnection agreements under which Sprint and KMC have exchanged traffic apply to both KMC III and KMC V. The Notice of Adoption of the MCI agreement that KMC filed with the Commission on June 15, 2004, is in the name of

KMC III, KMC V and KMC Data. Since KMC has not designated specific subsidiaries in its relationship with Sprint, Sprint can only assume that the interconnection arrangements and billings are on behalf of all parties to the interconnection agreement, including KMC III, KMC V and KMC Data.

Interrogatory 23: Identify any and all information that supports Sprint's allegation that KMC knowingly delivered to Sprint traffic over local interconnection trunks for which terminating access charges otherwise would apply.

Response: Refer to Sprint's responses to Interrogatories No. 1, 6, 7, 9, 11, 13, and 22.

Interrogatory 24: Identify each and every piece of evidence or other information supporting Sprint's allegations in its complaint in this docket that KMC delivered traffic to Sprint over local interconnection trunks or other facilities for which terminating access charges apply. In identifying each such piece of evidence or information, indicate (i) the specific section of the Florida Statutes, (ii) the specific interconnection agreement and the corresponding section of such applicable interconnection agreement, and/or (iii) the specific Sprint tariff and the corresponding section of such applicable tariff for which such evidence relates to or otherwise supports.

Response: Evidence and other information supporting Sprint's allegations in its complaint are provided in the responses to the preceding Interrogatories. To the extent that KMC requests Sprint to indicate the specific statutory, agreement section or tariff to which each response relates, Sprint objects to such request on the grounds that it seeks privileged attorney work product that is exempt from discovery pursuant to Rule 1.280, Florida Rules of Civil Procedure. Sprint also objects on the grounds that complying with the request would be unduly burdensome to Sprint, given the extensive amount of information that is provided in response to these discovery requests. In addition, in any event, the requirement in the procedural order that all testimony and exhibits must be pre-filed will provide KMC with the requested information. Direct testimony is due on February 28, 2005.

RESPONSE TO PRODUCTION OF DOCUMENT REQUESTS

- 1) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 1.**

Several of the Interrogatories and related PODs request identification and production of call detail records (CDRs) for the traffic that is the subject of Sprint's Complaint. The included CONFIDENTIAL CD labeled KMC CDRs contains a random sample, described below, of CDR records relating to the traffic that is the subject of Sprint's complaint.

The process required to pull all of the CDR records for the 2 year time period covered by the complaint makes it unduly burdensome and expensive for Sprint to produce every single record. The SS7 CDRs are available to Sprint online only for 6 months (though they include partial months back to January 2004). CDRs prior to that time are kept on ASCII CRD tapes with an offsite third party vendor. The restoral of CDRs from tape requires about a day of processing time per day of retrieval, then the processing by AcceSS7 support can require up to a day of processing time per day of retrieval. In order to provide relevant information in response to KMC's request for all CDRs for traffic which is the subject of Sprint's Complaint within a reasonable time frame and without undue burden and expense for Sprint, Sprint is providing a statistically valid random sample of records covering the time period of the Complaint, including one day per month from November 2002 through January 2005.

To develop the sample, the days were chosen using random number generation, from the period beginning Nov. 1, 2002 and ending January 31, 2005. This involved 823 days at 24 hours a day, which equaled 19,752 population hours. One day per month, at 24 hours per month, makes 648 sample hours. A sample size of 648 with a population of 19,752 (which is a statistically infinite population) produces results at a 95% confidence level

and a .04 confidence interval. Sprint believes that this random sample is a sufficient representation of the traffic that is the subject of Sprint's complaint.

Because this random sample includes 27 days of records, Sprint is not able to produce all of the records with this initial response. The CD referenced above contains records for the following 11 days:

January 1, 2005
December 20, 2004
November 23, 2004
October 10, 2004
September 4, 2004
August 21, 2004
July 16, 2004
June 5, 2004
May 11, 2004
April 7, 2004
March 19, 2004

The remaining records relating to the random sample will be provided on a supplemental CD as soon as they are available.

- 2) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 2.**

See KMC's Motion to Dismiss and KMC's Responses to Sprint's First Set of Interrogatories and First Request for Production of Documents.

- 3) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 3.**

Not applicable.

- 4) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 4.**

Please see CD labeled KMC CDRs.

- 5) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 5.**

Not applicable.

- 6) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 6.**

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents. Sprint is in the process of gathering additional documents that are responsive to this request and will provide them to KMC as a supplement to this response.

- 7) (a) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 7, including but not limited to any raw data and records related to Sprint's "tracing" of the traffic described in that Interrogatory.**
(b) **Please produce any meeting summaries, emails, and minutes documenting internal discussions or discussions with other carriers related to Sprint's "tracing" of such traffic.**
(c) **Please produce any information provided to Sprint by other carriers or enhanced services provider related to the traffic "traced" by Sprint as described in Interrogatory No. 7.**

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents and Responses to POD Nos. 1, 15 and 18. Sprint is in the process of gathering additional documents that are responsive to this request and will provide them to KMC as a supplement to this response.

- 8) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 8.**

Not applicable.

- 9) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 9.**

Not applicable.

- 10) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 11.**

See CD labeled KMC CDRs.

- 11) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 13.**

Not applicable.

- 12) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 16**

See CD labeled KMC CDRs.

- 13) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 17.**

See objections to Interrogatory No. 17.

- 14) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 18.**

See objections to Interrogatory No. 18.

- 15) **Please provide copies of any other documents relied on by you or related to your response to KMC's First Set of Interrogatories. Nos.1-18 that has not otherwise already been provided in response to production requests, 1-15.**

See attached documents.

- 16) **Please produce all internal records related to Sprint's production of the information contained in Sprint_CDR_Translations.**

Sprint objects to this POD request on the grounds that it is vague, ambiguous and overbroad. To the extent that the POD is intended to request call detail records, please see enclosed CD labeled KMC's CDRs. To the extent that the POD requests internal communications related to the preparation of its discovery responses, Sprint objects to

this request on the grounds that such communications constitute work product and trial preparation materials that are exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure.

- 17) **(a) Please provide copies of the Sprint analysis conducted using the Agilent system referred to in paragraph 13 of the Complaint regarding traffic terminated to Sprint over the local interconnection trunks between Sprint and KMC in Sprint's Ft. Myers and Tallahassee exchanges.**
(b) Provide copies of all work papers and supporting documentation associated with the analysis described in (a).
(c) Please provide copies, in CD format, of all "extracted call detail usage records" used in the analysis described in (a).
(d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the analysis described in (a).

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see Responses to POD Nos. 1, 15 and 18.

- 18) **(a) Please provide copies of the Agilent Technologies study referred to in paragraph 14 of the Complaint.**
(b) Provide copies of all work papers and supporting documentation associated with the study described in (a).
(c) Please provide copies, in CD format, of all "extracted call detail usage records" used in the study described in (a).
(d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the study described in (a), and its preparation, including but not limited to all documents provided by Sprint to Agilent Technologies to assist the latter in its preparation of its independent study.
(e) Provide copies of all documents regarding or related to Sprint's retention of Agilent Technologies to perform the study described in (a).

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of

Civil Procedure. Notwithstanding its objections, see attached documents, including CD labeled Agilent CDRs

- 19) **Referring to Interrogatory No. 3, provide copy of the identified call detail records to the extent not previously provided to KMC with a Sprint access charge bill.**

Not applicable.

- 20) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 22.**

See attached documents.

- 21) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 23.**

See any documents attached in Response to POD Nos. 1, 6, 7, 10 and 20.

- 22) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 24.**

See documents attached in response to these PODs. See, also, objections to Interrogatory No. 24.

DATED this 21st day of February 2005.

Susan S. Masterton

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

CONFIDENTIAL

KMC Complaint Summary

KMC CLEC PLU Backbilling - SS7 MOUs
KMC CLEC PLU Backbilling – Billed Volume Trend
KMC CLEC PLU Backbilling – No CPN
KMC CLEC PLU Backbilling – ChPN diff CPN
KMC CLEC PLU Backbilling – ChPN 850 and 239
KMC CLEC PLU Backbilling – FL 27
KMC CLEC PLU Backbilling – FL 39
KMC CLEC PLU Backbilling – July 02 to Current
KMC CLEC PLU Backbilling – Jul 02 to Jun 03 Impact
KMC CLEC PLU Backbilling – Interstate
KMC CLEC PLU Backbilling – Intrastate

CONFIDENTIAL

KMC Call Diagram



Susan S. Masterton
Attorney

Law/External Affairs
FTLH00103
1313 Blair Stone Rd.
Tallahassee, FL 32301
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

February 21, 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

Re: Docket No. 041144-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are the original and 15 copies of Sprint's Notice of Service of Sprint's Responses to KMC's First Set of Interrogatories (Nos. 1-24) and First Request for Production of Documents (Nos. 1-22).

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,

A handwritten signature in black ink that reads "Susan S. Masterton".

Susan S. Masterton

Enclosure

**CERTIFICATE OF SERVICE
DOCKET NO. 041144**

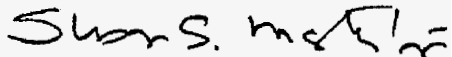
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail this 21st day of February, 2005 to the following:

Division of Legal Services
Lee Fordham/ Dovie Rockette-Gray
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

KMC Data LLC/KMC Telecom III LLC/KMC Telecom V, Inc.
Marva B. Johnson
1755 North Brown Road
Lawrenceville, GA 30043-8119

Kelley Drye & Warren LLP
Yorkgitis/Mutschelknaus/Soriano
1200 19th Street, N.W.,
Fifth Floor
Washington, DC 20036

Messer Law Firm
Floyd R. Self, Esq.
P.O. Box 1876
Tallahassee, FL 32302-1876



Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated
Against KMC Telecom III LLC, KMC
Telecom V, Inc. and KMC Data LLC, for
failure to pay intrastate Access charges
pursuant to its interconnection Agreement and
Sprint's tariffs and for violation of Section
364.16(3)(a), Florida Statutes.

DOCKET NO. 041144-TP

Filed: February 21, 2005

**SPRINT'S NOTICE OF SERVICE OF SPRINT'S RESPONSES TO KMC'S
FIRST SET OF INTERROGATORIES AND PRODUCTION OF DOCUMENTS**

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Responses to KMC's 1st Set of Interrogatories and Production of Documents were submitted via electronic and US mail on February 21, 2005 to Floyd Self at fself@lawfla.com 215 S. Monroe Street, Ste 701 Tallahassee, FL 32301. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 21st day of February, 2005.



Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT



Susan S. Masterton
Attorney

Law/External Affairs
FTLH00103
1313 Blair Stone Rd.
Tallahassee, FL 32301
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

February 21, 2005

CONFIDENTIAL DOCUMENT ATTACHED

Ms. Blanca S. Bayo, Director
Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

**Re: Docket No. 041144-TP; CLAIM OF CONFIDENTIALITY AND NOTICE
OF INTENT TO REQUEST CONFIDENTIAL CLASSIFICATION**

Dear Ms. Bayo:

Enclosed for filing are the original of each of the confidential listings below. In accordance with Rule 25-22.006(3)(a), Florida Administrative Code, Sprint hereby files notice of its intent to request confidential classification for the highlighted portions of this information. In addition, Sprint claims that the highlighted information in this filing is confidential in accordance with Section 364.183(1), Florida Statutes.

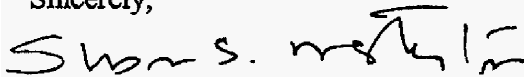
The specific portions of the information for which confidentiality is being claimed are:

- 1. Highlighted portions Interrogatory Nos. 4, 7, 8, 13, and 16**
- 2. Attachment to Interrogatory No. 1 - KMC Complaint Summary**
- 3. Attachment to Interrogatory No. 13 - KMC Call Diagram**
- 4. Attachment to POD No. 1 - KMC CDR Records (CD only)**
- 5. Attachment to POD No. 6 - KMC Correlated call Records (CCR)**
- 6. Attachment to POD No. 7 - IXC Analysis**
- 7. Attachment to POD No. 15 – Response to Int. 92 in Docket 031047-TP (CD only)**
- 8. Attachment to POD No. 18 -**
 - 1. Access Bypass Study Results**
 - 2. Sprint/Agilent Master Agreement**

3. Agilent SOW for the KMC study
 4. KMC Agilent CDR's (CD only)
9. Attachment to POD 20 - CLEC Implementation checklist and account profile

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer. Thank you for your assistance in this matter.

Sincerely,



Susan S. Masterton

Enclosure

EXHIBIT 4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated) Docket No. 041144-TP
Against KMC Telecom III LLC,)
KMC Telecom V, Inc. and KMC Data LLC,)
for failure to pay intrastate access charges)
pursuant to its interconnection agreement and)
Sprint's tariffs and for violation of)
Section 364.16(3)(a), Florida Statutes.)

**SPRINT'S SUPPLEMENTAL RESPONSES TO KMC'S FIRST SET OF
INTERROGATORIES (NOS. 1-24) AND FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS (NOS. 1-22)**

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Supplemental Responses to KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC's (collectively KMC) First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on January 20, 2005. The general and specific objections to KMC's First Set of Interrogatories and First Request for Production of Documents filed with Sprint's Responses on February 21, 2005, are incorporated herein by reference and in providing the following Supplemental Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

RESPONSES AND SPECIFIC OBJECTIONS TO INTERROGATORIES

Interrogatory 5: State whether Sprint uses charge party number information related to traffic delivered by KMC to determine whether traffic is subject to reciprocal compensation or access charges in addition to calling party number information. If Sprint's response is that it does use charge party number information in this way, please explain in detail Sprint's rationale for doing so. State in detail any reasons why, in Sprint's experience, using charge party number information for the foregoing purpose is inferior to using calling party number information.

Response: Sprint utilizes the Telcordia industry standard for switch record population for calling party number and charge number. Please refer to Response to POD No. 5, Telcordia standard, GR-394-CORE, section 3.2.2.2, E. Calling Party Number/Charge Number.

Supplemental Response: The Telcordia standard, GR-394-Core, section 3.2.2.2.E states, "If the charge number is included in the IAM, it should be used to code the originating NPA and originating number fields. If the charge number is not included in the IAM and the CPN (Calling Party Number) is included, the CPN should be used to code the originating NPA and originating number fields." Sprint's switch creates call code 119 using structure code 625 for calls terminating to Sprint from KMC. Thus, the Telcordia standard referred to are recommendations that Sprint LTD follows when creating switch records. Essentially, the standard says that if the IAM (Initial Address Message), contains the charge party number, the charge party is used to code the original NPA, original number in the switch record. This section of the standard is **not** discussing how to populate the SS7 information.

Supplemental Response Provided by: Joan M. Tonkinson, National Engineering Standards Mgr
IV

Interrogatory 6:

- (a) **Does Sprint believe that KMC has taken any actions that cause the alteration or change of the charge party number parameter in the SS7 signalling for traffic KMC delivers to Sprint-FL for termination? If so, please explain upon what evidence and facts Sprint bases that belief or determination.**
- (b) **Please identify any documents or communications, including but not limited to internal correspondence or e-mails or notes regarding conversations or meetings, setting forth, discussing or otherwise relating to Sprint's determination, belief and/or evaluation of any actions taken or believed to be taken by KMC as described in (a) of this interrogatory.**

Response:

- (a) Yes. Sprint has SS7 call detail records that show that repeated use of the same charge party numbers for calls originating from within various LATAs in Florida and various states for traffic that KMC has terminated to Sprint LTD in the state of Florida over their

local interconnection trunk groups. For these calls, the charge numbers were altered or inserted resulting in the call appearing to be local origination in nature.

(b) See response to POD No. 6.

Supplemental Response: Please see supplemental response provided to POD No. 6

Interrogatory 7: Sprint alleges that it has traced traffic from multiple IXC's that KMC delivered to Sprint-FL for termination that showed "the same pseudo charge party number (as defined in footnote 9 of Sprint's Complaint) identified on all these calls."

- (a) Please describe in detail all actions taken to "trace" this traffic and all facts and bases for Sprint's belief and/or determination that the traffic contained a "pseudo charge party number."
- (b) Please produce all data that Sprint collected or generated as result of "tracing" such traffic.
- (c) Identify the multiple IXCs referred to in footnote 9 of Sprint's Complaint.
- (d) In the aforementioned "tracing of traffic," did Sprint rely upon any information provided to them by other carriers or enhanced services providers in its analysis? If so, identify such carriers and enhanced service providers.

Response:

(a) The traffic records were traced using correlated call record capabilities in the Agilent AcceSS7 Business Intelligence platform. Sprint was able to trace calls leaving Sprint's SS7 network destined for a FGD carrier terminating to a Sprint end user, then coming back into Sprint's switch over a local interconnection trunk group from KMC to Sprint. Sprint conducted a study of SS7 correlated call records and was able to identify traffic that Sprint sent to an IXC and for which the call should have been returned to Sprint from an IXC. However, in these instances, Sprint noted that the call was returned via KMC's local interconnection trunk groups and the charge number was altered or inserted to cause the call to look local. Refer to Sprint's Attachment to Interrogatory No. 1(a).

(b) See Response to POD Nos. 1, 7, 15 and 18.

(c) Sprint analyzed calls from April 19, 2004 by using SS7 correlated call records. IXC calls that should have been returned to Sprint via an IXC trunk group were in fact returned to Sprint via KMC's local interconnection trunk groups. Analysis of the calls demonstrated the following:

The charge number of 239-689-2995, was used for [REDACTED]

[REDACTED]

[REDACTED]

The charge number of 850-201-0579 was used for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) No.

Supplemental Response: Please see Supplemental Response to POD No. 7.

RESPONSE TO PRODUCTION OF DOCUMENT REQUESTS

- 1) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 1.**

Several of the Interrogatories and related PODs request identification and production of call detail records (CDRs) for the traffic that is the subject of Sprint's Complaint. The included CONFIDENTIAL CD labeled KMC CDRs contains a random sample, described below, of CDR records relating to the traffic that is the subject of Sprint's complaint.

The process required to pull all of the CDR records for the 2 year time period covered by the complaint makes it unduly burdensome and expensive for Sprint to produce every single record. The SS7 CDRs are available to Sprint online only for 6 months (though they include partial months back to January 2004). CDRs prior to that time are kept on

ASCII CRD tapes with an offsite third party vendor. The restoral of CDRs from tape requires about a day of processing time per day of retrieval, then the processing by AcceSS7 support can require up to a day of processing time per day of retrieval. In order to provide relevant information in response to KMC's request for all CDRs for traffic which is the subject of Sprint's Complaint within a reasonable time frame and without undue burden and expense for Sprint, Sprint is providing a statistically valid random sample of records covering the time period of the Complaint, including one day per month from November 2002 through January 2005.

To develop the sample, the days were chosen using random number generation, from the period beginning Nov. 1, 2002 and ending January 31, 2005. This involved 823 days at 24 hours a day, which equaled 19,752 population hours. One day per month, at 24 hours per month, makes 648 sample hours. A sample size of 648 with a population of 19,752 (which is a statistically infinite population) produces results at a 95% confidence level and a .04 confidence interval. Sprint believes that this random sample is a sufficient representation of the traffic that is the subject of Sprint's complaint.

Because this random sample includes 27 days of records, Sprint is not able to produce all of the records with this initial response. The CD referenced above contains records for the following 11 days:

January 1, 2005
December 20, 2004
November 23, 2004
October 10, 2004
September 4, 2004
August 21, 2004
July 16, 2004
June 5, 2004
May 11, 2004
April 7, 2004
March 19, 2004

The remaining records relating to the random sample will be provided on a supplemental CD as soon as they are available.

SUPPLEMENTAL RESPONSE: The following 27 days were the dates selected pursuant to the random sample discussed above:

November 24, 2002
December 9, 2002
January 4, 2003
February 13, 2003
March 29, 2003
April 17, 2003
May 26, 2003
June 6, 2003
July 11, 2003
August 31, 2003
September 12, 2003
October 24, 2003
November 18, 2004
December 23, 2003
January 28, 2004
February 2, 2004
March 19, 2004
April 7, 2004
May 11, 2004
June 5, 2004
July 16, 2004
August 21, 2004
September 4, 2004
October 10, 2004
November 23, 2004
December 20, 2004
January 1, 2005

The attached Confidential CDs labeled 20031024-20030711 GMT KMM CLEC CDRs and 20040202-20031118 EST KMM CLEC CDRs, contain the CDR records for the following additional dates:

GMT-
July 11, 2003
August 31, 2003
September 12, 2003
October 24, 2003

EST-

November 18, 2003

December 23, 2003

January 28, 2004

February 2, 2004

CDs containing the remaining dates from the random sample described above will be provided as soon as they are available.

- 4) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 4.**

Please see CD labeled KMC CDRs.

Supplemental Response: Please see Confidential CDs labeled 20031024-20030711 GMT KMM CLEC CDRs and 20040202-20031118 EST KMM CLEC CDRs

- 5) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 5.**

Not applicable.

Supplemental Response: Please see Telcordia standard attached to Sprint's Response to Interrogatory No. 5.

- 6) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 6.**

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents. Sprint is in the process of gathering additional documents that are responsive to this request and will provide them to KMC as a supplement to this response.

Supplemental Response: Please see enclosed documents entitled "Internal Sprint E-Mails and related Attachments"

Sprint is still compiling a privilege log for the attorney-client privileged and work product privileged documents related to this request and will provide it as soon as it is complete.

- 7) (a) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 7, including but not limited to any raw data and records related to Sprint's "tracing" of the traffic described in that Interrogatory.**
(b) **Please produce any meeting summaries, emails, and minutes documenting internal discussions or discussions with other carriers related to Sprint's "tracing" of such traffic.**
(c) **Please produce any information provided to Sprint by other carriers or enhanced services provider related to the traffic "traced" by Sprint as described in Interrogatory No. 7.**

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents and Responses to POD Nos. 1, 15 and 18. Sprint is in the process of gathering additional documents that are responsive to this request and will provide them to KMC as a supplement to this response.

Supplemental Response: Please see enclosed documents entitled "Internal Sprint E-Mails and related Attachments"

Sprint is still compiling a privilege log for the attorney-client privileged and work product privileged documents related to this request and will provide it as soon as it is complete.

- 8) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 8.**

Not applicable.

Supplemental Response: Please see CONFIDENTIAL KMC Complaint File, Billed Volume Trend tab, provided in Sprint's original Response to Interrogatory No. 1.

- 9) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 9.**

Not applicable.

Supplemental Response: Please see CDs containing CDRs provided in Sprint's original Response to POD No. 1 and Confidential Complaint Summary file, ChPN 850 & 239-6889-2995 and 850-201-0579. In addition, documents provided in response to other PODs may also address the use of these charge party numbers and, therefore, could be considered responsive to this request. Given the volume of information provided and the significant overlap of documents that are responsive to many of KMC's POD Requests, it would be oppressive and unduly burdensome for Sprint to list each document that Sprint has provided that also might be considered responsive to this request.

- 10) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 11.**

See CD labeled KMC CDRs.

Supplemental Response: Please see Confidential CDs labeled 20031024-20030711 GMT KMM CLEC CDRs and 20040202-20031118 EST KMM CLEC CDRs

- 11) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 13.**

Not applicable.

Supplemental Response: See Confidential CD labeled KMC CDR provided in Sprint's initial Response to POD 1, as well as Confidential CDs labeled 20031024-20030711 GMT KMM CLEC CDRs and 20040202-20031118 EST KMM CLEC CDRs, provided with the Supplemental Response to POD No. 1

- 12) Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 16**

See Confidential CD labeled KMC CDRs.

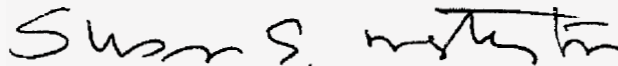
Supplemental Response: Please see Confidential CDs labeled 20031024-20030711 GMT KMM CLEC CDRs and 20040202-20031118 EST KMM CLEC CDRs and documents attached as Supplemental Response to POD No. 12.

15) Please provide copies of any other documents relied on by you or related to your response to KMC's First Set of Interrogatories. Nos.1-18 that has not otherwise already been provided in response to production requests, 1-15.

See attached confidential documents.

Supplemental Response: Please see enclosed documents labeled Supplemental Response to POD No. 15. Due to the all encompassing nature of this POD Request, many documents included in this Supplemental Response could also be considered responsive to other PODs. Given the volume of information provided and the significant overlap of documents that are responsive to many of KMC's POD Requests, it would oppressive and unduly burdensome for Sprint to list each document that Sprint has provided that also might be considered responsive to those requests.

DATED this 17th day of March 2005.



SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

EXHIBIT 5

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated
Against KMC Telecom III LLC, KMC
Telecom V, Inc. and KMC Data LLC, for
failure to pay intrastate Access charges
pursuant to its interconnection Agreement and
Sprint's tariffs and for violation of Section
364.16(3)(a), Florida Statutes.

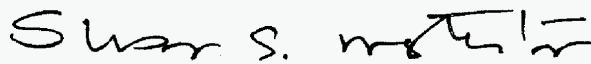
DOCKET NO. 041144-TP

Filed: March 22, 2005

**SPRINT'S NOTICE OF SERVICE OF SPRINT'S SECOND SUPPLEMENTAL
RESPONSES TO KMC'S FIRST SET OF INTERROGATORIES AND
PRODUCTION OF DOCUMENTS**

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Second Supplemental Responses to KMC's 1st Set of Interrogatories and Production of Documents were submitted via electronic and Hand Delivery on March 22, 2005 to Floyd Self at fself@lawfla.com 215 S. Monroe Street, Ste 701 Tallahassee, FL 32301. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 22nd day of March, 2005.



Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
Voice: 850-599-1560
Fax: 850-878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated) Docket No. 041144-TP
Against KMC Telecom III LLC,)
KMC Telecom V, Inc. and KMC Data LLC,)
for failure to pay intrastate access charges)
pursuant to its interconnection agreement and)
Sprint's tariffs and for violation of)
Section 364.16(3)(a), Florida Statutes.)
_____)

SPRINT'S SECOND SUPPLEMENTAL RESPONSES TO KMC'S FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Second Supplemental Response to KMC Telecom III LLC's, KMC Telecom V, Inc.'s, and KMC Data LLC's (collectively KMC's) First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on January 20, 2005. The general and specific objections to KMC's First Set of Interrogatories and First Request for Production of Documents filed with Sprint's Responses on February 21, 2005, are incorporated herein by reference and in providing the following Supplemental Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

RESPONSES AND SPECIFIC OBJECTIONS TO INTERROGATORIES

Interrogatory 6:

- (a) **Does Sprint believe that KMC has taken any actions that cause the alteration or change of the charge party number parameter in the SS7 signalling for traffic KMC delivers to Sprint-FL for termination? If so, please explain upon what evidence and facts Sprint bases that belief or determination.**
- (b) **Please identify any documents or communications, including but not limited to internal correspondence or e-mails or notes regarding conversations or meetings, setting forth, discussing or otherwise relating to**

Sprint's determination, belief and/or evaluation of any actions taken or believed to be taken by KMC as described in (a) of this interrogatory.

Response:

- (a) Yes. Sprint has SS7 call detail records that show that repeated use of the same charge party numbers for calls originating from within various LATAs in Florida and various states for traffic that KMC has terminated to Sprint LTD in the state of Florida over their local interconnection trunk groups. For these calls, the charge numbers were altered or inserted resulting in the call appearing to be local origination in nature.
- (b) See response to POD No. 6.

Supplemental Response: Please see supplemental response provided to POD No. 6

Second Supplemental Response: Please see privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

Interrogatory 7: Sprint alleges that it has traced traffic from multiple IXC's that KMC delivered to Sprint-FL for termination that showed "the same pseudo charge party number (as defined in footnote 9 of Sprint's Complaint) identified on all these calls."

- (a) Please describe in detail all actions taken to "trace" this traffic and all facts and bases for Sprint's belief and/or determination that the traffic contained a "pseudo charge party number."
- (b) Please produce all data that Sprint collected or generated as result of "tracing" such traffic.
- (c) Identify the multiple IXCs referred to in footnote 9 of Sprint's Complaint.
- (d) In the aforementioned "tracing of traffic," did Sprint rely upon any information provided to them by other carriers or enhanced services providers in its analysis? If so, identify such carriers and enhanced service providers.

Response:

- (a) The traffic records were traced using correlated call record capabilities in the Agilent AcceSS7 Business Intelligence platform. Sprint was able to trace calls leaving Sprint's SS7 network destined for a FGD carrier terminating to a Sprint end user, then coming

back into Sprint's switch over a local interconnection trunk group from KMC to Sprint. Sprint conducted a study of SS7 correlated call records and was able to identify traffic that Sprint sent to an IXC and for which the call should have been returned to Sprint from an IXC. However, in these instances, Sprint noted that the call was returned via KMC's local interconnection trunk groups and the charge number was altered or inserted to cause the call to look local. Refer to Sprint's Attachment to Interrogatory No. 1(a).

(b) See Response to POD Nos. 1, 7, 15 and 18.

(c) Sprint analyzed calls from April 19, 2004 by using SS7 correlated call records. IXC calls that should have been returned to Sprint via an IXC trunk group were in fact returned to Sprint via KMC's local interconnection trunk groups. Analysis of the calls demonstrated the following:

The charge number of 239-689-2995, was used for [REDACTED]

[REDACTED]

[REDACTED]

The charge number of 850-201-0579 was used for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(d) No.

Supplemental Response: Please see Supplemental Response to POD No. 7.

Second Supplemental Response: Please see privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

Interrogatory 15: Please describe in detail Sprint's calculation of the amount Sprint-FL alleges that KMC owes to Sprint-FL for allegedly improperly billed Florida intrastate interexchange traffic sent over local connection trunks as asserted in the Complaint, including but not limited to identifying improperly billed

and routed traffic and describing the relevant information contained in the call detail records for the same and the fees allegedly owed for each such call or type of calls making up such traffic.

Response: Sprint analyzed the SS7 traffic records to identify interexchange traffic over KMC's local interconnection trunks. Once the trunks are identified, Sprint used monthly SS7 CDR Summary Reports to calculate the PLU factors using the jurisdiction of the SS7 minutes of use. The jurisdiction of the minutes is based upon the calling party numbers to the called party numbers in the SS7 Call Detail Records. The calculated PLU is then applied to the billed minutes, from CASS (Carrier Access Support System), to determine what should be interstate, intrastate, and local minutes. A true-up is done on the billed usage to determine the difference of what the customer was initially billed for as local and intrastate minutes and the corrected amount to include the additional access charges. An adjustment for the difference amount is then applied to a subsequent bill following the initial billing.

Supplemental Response: Sprint Local has Agilent provided hardware at the Sprint Interconnection STPs (Signal Transfer Points- Bridgelinks) to monitor the SS7 to collect and capture ISUP messages.

The ISUP messages/SS7 CDRs (Call Detail Records) are transferred to the Agilent DMC (Data Management Component) daily. Sprint averages 120 Million ISUP messages daily. The SS7 CDRs are enriched with Sprint Circuit Inventory System data to associate PCs and TCICs to carrier and trunk group information. The daily SS7 CDRs are summarized into tables to create monthly and daily information at a Trunk Group, TSC and ACNA level. The CDR summary database is used to produce daily and monthly reports. The SS7 CDRs are kept online in oracle

for 14 days, the compressed CDR files are kept for a full 6 months with partial months back to January 2004, and the ASCII CDR tapes have been kept for over 18 months.

The SS7 CDR Summary Reports are run at the end of each month. The monthly report for all carrier information is extracted into an Access Database. The trunks that Sprint identified as interexchange traffic based upon the detailed analysis of the SS7 Call Detail Records is loaded into a table in Access. Sprint pulls only the SS7 traffic related to the identified trunks for KMC from the monthly summary report. The summary report provides the jurisdiction of the SS7 MOU which is based upon the calling party numbers to the called party numbers from the SS7 CDRs. In addition, Sprint extracts the monthly billed minutes from CASS (Carrier Access Billing System) for KMC. The SS7 MOUs are used to determine the jurisdiction percentages for interstate, intrastate and local which are then applied to the billed minutes to come up with the corrected/revised minutes in an excel spreadsheet. A true-up is done on the billed usage to determine the difference of what the customer was initially billed for as local and intrastate and the corrected amount to include the additional access charges based upon access yields and local rates from the interconnection agreement. The adjustment for the difference amount is then applied to the subsequent bill following the initial billing. **See adjustment calculations in excel files: FL39(27) – KMC Revenue Impact for Jul02 to Aug03.xls, FL39(27) – KMC Revenue Impact for Sept03 to Nov03.xls, FL – KMC Revenue Impact mmmmyy.xls, KMC Revenue Impact for mmmmyy.xls, and KMC Billing Summary for Jul02 to Current.xls provided in responses to POD No. 15, labeled Response Interrogatory 92 from Docket No. 031047-TP.** Supplemental Response provided by Andleeb Sonia Diedel, Financial Analyst III

RESPONSE TO PRODUCTION OF DOCUMENT REQUESTS

- 6) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 6.**

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents. Sprint is in the process of gathering additional documents that are responsive to this request and will provide them to KMC as a supplement to this response.

Supplemental Response: Please see enclosed documents entitled “Internal Sprint E-Mails and related Attachments”

Sprint is still compiling a privilege log for the attorney-client privileged and work product privileged documents related to this request and will provide it as soon as it is complete.

Second Supplemental Response: Please see enclosed privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

- 7) (a) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 7, including but not limited to any raw data and records related to Sprint’s “tracing” of the traffic described in that Interrogatory.**
(b) **Please produce any meeting summaries, emails, and minutes documenting internal discussions or discussions with other carriers related to Sprint’s “tracing” of such traffic.**
(c) **Please produce any information provided to Sprint by other carriers or enhanced services provider related to the traffic “traced” by Sprint as described in Interrogatory No. 7.**

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents and Responses

to POD Nos. 1, 15 and 18. Sprint is in the process of gathering additional documents that are responsive to this request and will provide them to KMC as a supplement to this response.

Supplemental Response: Please see enclosed documents entitled “Internal Sprint E-Mails and related Attachments”

Sprint is still compiling a privilege log for the attorney-client privileged and work product privileged documents related to this request and will provide it as soon as it is complete.

Second Supplemental Response: Please see enclosed privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

15) Please provide copies of any other documents relied on by you or related to your response to KMC’s First Set of Interrogatories. Nos.1-18 that has not otherwise already been provided in response to production requests, 1-15.

See attached documents.

Supplemental Response: Please see enclosed documents labeled Supplemental Response to POD No. 15. Due to the all encompassing nature of this POD Request, many documents included in this Supplemental Response could also be considered responsive to other PODs. Given the volume of information provided and the significant overlap of documents that are responsive to many of KMC’s POD Requests, it would oppressive and unduly burdensome for Sprint to list each document that Sprint has provided that also might be considered responsive to those requests.

Second Supplemental Response: Please see enclosed documents labeled Supplemental Response to POD 15. Please also see enclosed privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

17) (a) Please provide copies of the Sprint analysis conducted using the Agilent system referred to in paragraph 13 of the Complaint regarding traffic terminated to Sprint over the local interconnection trunks between Sprint and KMC in Sprint’s Ft. Myers and Tallahassee exchanges.

(b) Provide copies of all work papers and supporting documentation associated with the analysis described in (a).

(c) Please provide copies, in CD format, of all “extracted call detail usage records” used in the analysis described in (a).

(d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the analysis described in (a).

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure.

Notwithstanding its objections, see Responses to POD Nos. 1, 15 and 18.

Supplemental Response: Please also see enclosed privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

18) (a) Please provide copies of the Agilent Technologies study referred to in paragraph 14 of the Complaint.

(b) Provide copies of all work papers and supporting documentation associated with the study described in (a).

(c) Please provide copies, in CD format, of all “extracted call detail usage records” used in the study described in (a).

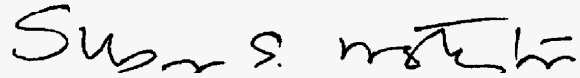
(d) Provide copies of all memoranda, correspondence, e-mail and other documents regarding or relating to the study described in (a), and its preparation, including but not limited to all documents provided by Sprint to Agilent Technologies to assist the latter in its preparation of its independent study.

(e) Provide copies of all documents regarding or related to Sprint’s retention of Agilent Technologies to perform the study described in (a).

Sprint objects to this request to the extent that it requests communications that are protected by the attorney client privilege or constitute work product or trial preparation materials that are exempt from disclosure pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding its objections, see attached documents, including CD labeled Agilent CDRs

Supplemental Response: Please also see enclosed privilege log provided in response to POD Nos. 6, 7, 15, 17 and 18.

DATED this 22nd day of March 2005.



SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

EXHIBIT 6

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Sprint-Florida, Incorporated)	Docket No. 041144-TP
Against KMC Telecom III LLC,)	
KMC Telecom V, Inc. and KMC Data LLC,)	
for failure to pay intrastate access charges)	
pursuant to its interconnection agreement and)	
Sprint's tariffs and for violation of)	
Section 364.16(3)(a), Florida Statutes.)	
<hr/>		

SPRINT'S THIRD SUPPLEMENTAL RESPONSES TO KMC'S FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Third Supplemental Response to KMC Telecom III LLC's, KMC Telecom V, Inc.'s, and KMC Data LLC's (collectively KMC's) First Set of Interrogatories and First Request for Production of Documents, which were served on Sprint on January 20, 2005. The general and specific objections to KMC's First Set of Interrogatories and First Request for Production of Documents filed with Sprint's Responses on February 21, 2005, are incorporated herein by reference and in providing the following Supplemental Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

RESPONSES AND SPECIFIC OBJECTIONS TO INTERROGATORIES

Interrogatory 21: To the extent not previously provided to KMC, provide in Sprint's standard access bill format all information related to the traffic for which Sprint seeks access charges through its Complaint. Identify the call detail records for all such traffic. State the amount of compensation that KMC has already paid to Sprint for such traffic, and identify the associated payments made by KMC (e.g., check number, wire transfer record, etc.)

Response: Sprint objects to this Interrogatory to the extent that it seeks to require Sprint to create records that do not current exist, that is, information in Sprint's "standard

access billing format.” Since KMC improperly terminated the interexchange traffic for which Sprint seeks access charges over local interconnection trunks and misrepresented the traffic as local traffic, no such records exist. For applicable CDRs please see response to POD No. 1. Sprint is still gathering information responsive to this Interrogatory as it relates to compensation KMC has already paid to Sprint and will provide this information as a supplement to these responses.

Supplemental Response: KMC’s Finance Department receives monthly and occasionally Bi-monthly aging reports that show open invoice and dispute balances from Sprint’s Receivables Management. KMC reviews the information and provides Sprint with a status of payment on the collectible balance. KMC payments (via checks) are mailed to Sprint’s lockbox in Kansas City, Missouri.

The Access Adjustments are applied on a monthly basis to KMC’s BANS 274 r49-5021 570 and 394 r49-5036 570. The total breakdown of KMC’s charges, payments, adjustments and disputes for these BANS through March 28, 2005 is as follows: (See Confidential Attachment to Supplemental Response to Interrogatory 21 attached and labeled KMC Balance as of 3-28-05.xls for monthly detail.)

Response provided by Andleeb Sonia Diedel, Financial Analyst III.

RESPONSE TO PRODUCTION OF DOCUMENT REQUESTS

- 1) **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 1.**

Several of the Interrogatories and related PODs request identification and production of call detail records (CDRs) for the traffic that is the subject of Sprint's Complaint. The included CONFIDENTIAL CD labeled KMC CDRs contains a random sample, described below, of CDR records relating to the traffic that is the subject of Sprint's complaint.

The process required to pull all of the CDR records for the 2 year time period covered by the complaint makes it unduly burdensome and expensive for Sprint to produce every single record. The SS7 CDRs are available to Sprint online only for 6 months (though they include partial months back to January 2004). CDRs prior to that time are kept on ASCII CRD tapes with an offsite third party vendor. The restoral of CDRs from tape requires about a day of processing time per day of retrieval, then the processing by AcceSS7 support can require up to a day of processing time per day of retrieval. In order to provide relevant information in response to KMC's request for all CDRs for traffic which is the subject of Sprint's Complaint within a reasonable time frame and without undue burden and expense for Sprint, Sprint is providing a statistically valid random sample of records covering the time period of the Complaint, including one day per month from November 2002 through January 2005.

To develop the sample, the days were chosen using random number generation, from the period beginning Nov. 1, 2002 and ending January 31, 2005. This involved 823 days at 24 hours a day, which equaled 19,752 population hours. One day per month, at 24 hours per month, makes 648 sample hours. A sample size of 648 with a population of 19,752

(which is a statistically infinite population) produces results at a 95% confidence level and a .04 confidence interval. Sprint believes that this random sample is a sufficient representation of the traffic that is the subject of Sprint's complaint.

Because this random sample includes 27 days of records, Sprint is not able to produce all of the records with this initial response. The CD referenced above contains records for the following 11 days:

January 1, 2005
December 20, 2004
November 23, 2004
October 10, 2004
September 4, 2004
August 21, 2004
July 16, 2004
June 5, 2004
May 11, 2004
April 7, 2004
March 19, 2004

The remaining records relating to the random sample will be provided on a supplemental CD as soon as they are available.

SUPPLEMENTAL RESPONSE: The following 27 days were the dates selected pursuant to the random sample discussed above:

November 24, 2002
December 9, 2002
January 4, 2003
February 13, 2003
March 29, 2003
April 17, 2003
May 26, 2003
June 6, 2003
July 11, 2003
August 31, 2003
September 12, 2003
October 24, 2003
November 18, 2004
December 23, 2003
January 28, 2004
February 2, 2004

March 19, 2004
April 7, 2004
May 11, 2004
June 5, 2004
July 16, 2004
August 21, 2004
September 4, 2004
October 10, 2004
November 23, 2004
December 20, 2004
January 1, 2005

The attached CDs labeled 20031024-20030711 GMT KMM CLEC CDRs and 20040202-20031118 EST KMM CLEC CDRs, contain the CDR records for the following additional dates:

GMT-

July 11, 2003
August 31, 2003
September 12, 2003
October 24, 2003

EST-

November 18, 2003
December 23, 2003
January 28, 2004
February 2, 2004

CDs containing the remaining dates from the random sample described above will be provided as soon as they are available.

SECOND SUPPLEMENTAL RESPONSE: The attached Confidential CD labeled KMC CLEC 20030606-20021124 contains the CDR records for the remaining days of the random sample, including the following:

November 24, 2002
December 9, 2002
January 4, 2003
February 13, 2003
March 29, 2003
April 17, 2003
May 26, 2003
June 6, 2003

DATED this 7th day of April 2005.

Susan S. Masterton

SUSAN S. MASTERTON
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT

EXHIBIT 7

Response to POD Nos. 6, 7, 15, 17 and 18
Attorney Client and/or Work Product Privileged E-mails

1. Internal e-mails dated January 17-26, 2005 involving internal discussions initiated by or at the request of Sprint attorneys related to the preliminary issues identified in the docket and developing Sprint's strategy for addressing these issues

Sprint personnel included in distribution: Susan Difani, Sonia Diedel, Joan Seymour, Joanie Tonkinson, Letty Hoagland, Jackie Pickard, Chris Schaffer, Steve Givner, Ted Hart, Mitch Danforth, Ben Poag, Sandy Khazraee, Linda Bennett, John Felz, Ken Schifman, Esq., Janette Luehring, Esq. Tom Grimaldi, Esq. and Susan Masterton, Esq.

2. Internal e-mails dated November 2-4, 2004 involving internal discussions initiated by or at the request of Sprint attorneys involving strategy related to claims made by KMC in its Motion to Dismiss

Sprint personnel included in distribution: Chris Schaffer, Jason Holmes, Barbara Green, Joanie Tonkinson, Marc Potteiger, and Susan Masterton, Esq.

3. Internal e-mails dated October 7, 2004 involving research initiated at the request of Sprint attorneys related to strategy for pursuing Sprint's Complaint

Sprint personnel included in distribution: Barbara Bryson, Susan Difani, Jane Wrenn, Sonia Diedel, Regina Draper

4. Internal e-mails dated September 28-30, 2004 involving internal discussions initiated by or at the request of Sprint attorneys relating to strategy for pursuing Sprint's Complaint

Sprint personnel included in distribution: Al Lubeck, Kimberly Russell, Troy Schepmann, Marc Potteiger, Jane Wrenn, Ryan Gfeller, Dana Geha, Sonia Diedel, Becky Helmke, Susan Difani, Mitch Danforth, Tom Grimaldi, Esq., and Susan Masterton, Esq.

5. Internal e-mails dated August 2 – September 24, 2004 involving internal discussions and research initiated by or at the request of Sprint attorneys related to the preparation of Sprint's Complaint

Sprint personnel included in distribution: Marc Potteiger, Ryan Gfeller, Joanie Tonkinson, Barbara Bryson, Gloria Johnson, Barbara Green, Gary Gochnour, Sonia Diedel, Chris Schaffer, Lisa Gritt, Jane Wrenn, Ritu Aggarwal, Jim Burt, Mitch Danforth, Ted Hart, Vicki Ryan, Kenneth Farnan, Mary Sandoy, Matt Panther, John Chuang, Bill Cheek, Mike Jewell, Linda Rieger, Pete Sywenki, Ben Poag, Charles Rehwinkel, John Felz, Sandy Khazraee, Rich Morris, Ken Schifman, Esq., Janette Luehring, Esq. Tom Grimaldi, Esq. and Susan Masterton, Esq.

6. Internal e-mails dated May 3-5, 2004, involving internal discussions and research initiated by or at the request of Sprint attorneys relating to KMC's Response to Sprint's April 2004 demand letter for payment of access charges by KMC

Sprint personnel included in distribution: Marc Potteiger, Jane Wrenn, Lorrie Andrews, Keith Kassein, Joanie Tonkinson, Ritu Aggarwal, Chris Schaffer, Gary Lindsey, Bill Cheek, Jim Burt, Rich Morris, Janette Luehring, Esq. and Tom Grimaldi, Esq.

7. Internal e-mails dated April 23, 2004 involving internal discussions initiated by or at the request of Sprint attorneys relating to the Agilent study and potential complaints against KMC and others

Sprint personnel included in distribution: Marc Potteiger, Joanie Tonkinson, Sonia Diedel, Lisa Gritt, Chris Schaffer, Rich Morris, Bill Cheek and Tom Grimaldi, Esq.

8. Internal e-mails dated April 5, 2004, involving internal discussions initiated by or at the request of Sprint attorneys relating to potential complaints against KMC and others

Internal personnel included in distribution: Marc Potteiger, Sarah Bunker, Lisa Gritt, Pam Ziegler, Ritu Aggarwal, Sonia Diedel, Jane Wrenn, Lisa Stoll, Bill Cheek, Mitch Danforth, Bill Cheek, Rich Morris and Tom Grimaldi, Esq.

9. Internal e-mails dated December 15-16, 2003 and January 12-14, 2004, involving internal discussions initiated by or at the request of Sprint attorneys relating to a denial of KMC's dispute of Sprint's November 2003 demand for unpaid access charges

Internal personnel included in distribution: Sheryl Cronenwett, Karen Williams, Ryan Gfeller, Mitch Danforth, and Tom Grimaldi, Esq.

10. Internal e-mails dated October 28, 2003 and November 4, 2003 involving internal discussions initiated by or at the request of Sprint attorneys, relating to the preparation of the November 2003 demand letter to KMC for unpaid access charges

Internal personnel included in distribution: John Clayton, Bill Cheek, Marc Potteiger, Mike Jewell, Sheryl Cronenwett, Nancy Winget, Janette Luehring, Esq. and Tom Grimaldi, Esq.

11. E-mails Dated September 24 – October 21, 2003 involving internal discussions initiated by or at the request of Sprint attorneys relating to the Agilent Study and possible complaints against KMC

Internal personnel included in distribution: Marc Potteiger, Joanie Tonkinson, Chris Schaffer, Sonia Diedel, Desi O'Grady, John Clayton, Rick McClellan and Tom Grimaldi, Esq.

Agilent personnel included in distribution: Sam Miller, Patty Key and Al Samples

EXHIBIT 8
CONFIDENTIAL



EXHIBIT 9
CONFIDENTIAL