

**REDACTED**

Docket No. 041144-TP  
Revised Exhibit No. \_\_ (WLW-5)  
KMC Random Sample CDR's  
(Page 1 of 1)  
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DOCUMENT NUMBER-DATE

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Docket No. 041144-TP  
Exhibit No. \_\_ (RA-1)  
Reallocated MOU  
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Docket No. 041144-TP  
Exhibit No. \_\_ (RA-2)  
KMC Billing Summary  
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1 are not obligated to pay reciprocal compensation, parties are free to negotiate  
2 intercarrier compensation terms in their agreements that reflect the most  
3 efficient means of interconnection.(at page 33)

4  
5  
6 **Q. Did Sprint and KMC agree that reciprocal compensation should apply to**  
7 **interexchange traffic?**

8 **A.** No. Sprint and KMC did not agree that reciprocal compensation traffic should apply to  
9 interexchange traffic. In fact, the opposite is true. As I stated in my direct testimony on  
10 page 13-14, the interconnection agreement between KMC and Sprint clearly states that  
11 access charges apply to interexchange traffic.

12  
13 **Q. Since the Generic Reciprocal Compensation Order makes it clear that the PRIs KMC**  
14 **sold to Customer X are interexchange circuits and that KMC erred in assuming that**  
15 **reciprocal compensation applied to the traffic passed over these interexchange PRI**  
16 **circuits, why do you think KMC made this assumption rather than negotiating with**  
17 **Sprint as the Order states?**

18 **A.** I can't claim to know what KMC's motives were, I can only assume. According to  
19 Confidential Exhibit MJB-3 accompanying Ms. Johnson's testimony, KMC was selling PRI  
20 circuits to Customer X for \$[REDACTED] per PRI per month. In his Direct Testimony on page 8,  
21 lines 2-4, Mr. Pasonski states that these circuits had a cap of [REDACTED] monthly MOU over

1 which additional charges applies. This equates to approximately \$ [REDACTED] per MOU. The  
2 aggregate Florida intrastate switched access rate per MOU was approximately \$0.05 per  
3 MOU for the period of time covering this dispute. [REDACTED] MOU at \$0.05 per MOU equates  
4 to \$ [REDACTED] per month in access charges. The difference between the \$ [REDACTED] for the access  
5 expense Sprint claims should apply to this traffic and the \$ [REDACTED] in revenue KMC was  
6 receiving suggests KMC would have needed to charge considerably more for the PRI and as  
7 a result may not have gotten Customer X's business. E-mails between KMC and Customer  
8 X provided in KMC's Response to Sprint's POD No. 5 suggest that pricing was a critical  
9 issue to KMC in obtaining Customer X's business. Excerpts from these e-mails are included  
10 in Exhibit JRB-1.

11  
12 **Q. Is there any evidence to support the assumption you made above that KMC had a**  
13 **financial incentive to terminate Customer X traffic to Sprint over local interconnection**  
14 **trunks?**

15 **A.** Yes. In KMC responses to Sprint's discovery (see Exhibit JRB-1) it becomes quite clear  
16 that KMC was aware of the value of avoiding access charges and communicated this to  
17 Customer X. It is clear from the e-mails and documents in KMC's responses that KMC  
18 recognized that delivering traffic to Sprint in this manner would be problematic.

19  
20 One such document is the contract that KMC was negotiating with Customer X to provide  
21 the subject PRI services. (See, Exhibit JRB-1, page 59, 0637) The language in paragraph 4

1 KMC make it apparent that KMC knew exactly what they were doing. As shown in the  
2 document provided by KMC in Response to Sprint's POD No. 5, included in my testimony  
3 as Exhibit JRB-1, KMC knew it was bypassing access charges for traffic to be delivered to  
4 Sprint and had extensive communications regarding their defense and indemnification  
5 against a claim that access charges were due. When all is said and done, is it reasonable to  
6 believe that Customer X would order approximately [REDACTED] individual circuits from KMC to  
7 deliver traffic to Sprint? It just does not seem reasonable for Customer X to do so unless the  
8 purpose is for access arbitrage.

9  
10

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

12

13 **A. Yes.**

14

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Docket No. 041144-TP  
Exhibit \_\_ (JRB-1)  
Parts of KMC's Supp Response to Sprint's  
Rog 15, POD 5  
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Docket No. 041144-TP  
Exhibit No. \_\_ (JRB-2)  
Sprint Customer Call Examples  
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1 In my original testimony, I explained that the two numbers consistently and  
2 repeatedly used to alter the jurisdiction of the traffic are assigned to KMC V.  
3 While KMC originally responded, apparently erroneously, in its Response to  
4 Sprint's Interrogatory No.12 that the numbers were assigned to KMC III, KMC  
5 appears to have corrected this assertion in its Response to Staff's Interrogatory  
6 No. 12, where KMC affirms that both numbers belong to KMC V.

7  
8 In Response to Sprint's Interrogatory No. 29(b), KMC has identified KMC V's  
9 Operating Company Number (OCN) as 8982. Sprint has identified that this is the  
10 OCN KMC provided on its Access Service Requests (ASRs) when it ordered the  
11 circuits that carried the traffic in question, and Sprint has confirmed that this OCN  
12 is, in fact, assigned to KMC V. KMC's OCN 8982 (KMC V) is the OCN  
13 assigned to the two telephone numbers referenced above. OCN 8982 is registered  
14 to KMC V, per the NECA (National Exchange Carrier Association) national  
15 database. All trunk groups established between Sprint and KMC in Florida were  
16 ordered by KMC with OCN 8982. See Exhibit CMS-3 which contains two screen  
17 prints showing the trunk groups ordered by KMC using the KMC V OCN. The  
18 trunk groups depicted in these screen prints are two of the trunk groups over  
19 which the masked interstate/intrastate traffic was terminated to Sprint on KMC's  
20 Local Interconnection facilities. These screen prints for both TSC's [REDACTED] in  
21 Tallahassee and [REDACTED] in Ft. Myers clearly were submitted by KMC with  
22 OCN 8982 on the order. This field is populated by the ordering carrier, and if this  
23 field is not populated Sprint will reject the order and send it back to the ordering

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Exhibit No. \_\_ (CMS-3)  
ARMS Order  
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