

ORIGINAL



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July 6, 2005

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

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COMMISSION
CLERK

Re: Docket No. 041144-TP

Dear Ms. Bayó:

Enclosed are copies of Sprint's discovery responses, referred to in Sprint's Response to KMC's Motion for Reconsideration filed on July 5, 2005, as follows:

Sprint's Responses and Supplemental Responses to KMC's Interrogatory Nos. 1, 6, 7, 9, 15, 78 and 79


Sprint's Responses and Supplemental Responses to KMC's PODs Nos. 15 and 18

Sprint's Response to Staff's Interrogatory No. 21

Confidential information referenced in the responses is on file with the Commission Clerk subject to claims of confidentiality.

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH _____


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

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If you have any questions regarding this electronic filing, please do not hesitate to call me at 850-599-1560.

Sincerely,

Susan S. Masterton / 

Susan S. Masterton

Enclosure

**CERTIFICATE OF SERVICE
DOCKET NO. 041144-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail this 6th day of July, 2005 to the following:

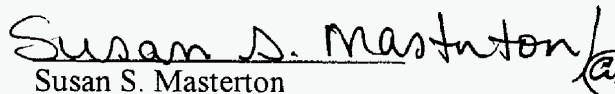
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Susan S. Masterton

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 X 3 = [REDACTED] X \$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.

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ATTORNEY FOR SPRINT

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 Schiffman, 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 Schiffman, 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

CONFIDENTIAL

**Response to Interrogatory No. 92 in Docket No.
031047-TP**

On CD only

CONFIDENTIAL

Attachment to POD 18 KMC Access Bypass Study Results

Sprint/Agilent Master Agreement

Agilent SOW for the KMC study

KMC Agilent CDR's *on CD only*

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 be 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.

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CONFIDENTIAL*

**Supplemental Attachment to POD 15
(spreadsheets)**

**Supplement Attachment to POD 15
Open/pending Issues Report SO
(Southern.csv on CD only)**

**Supplement Attachment to POD 15
Open/Pending Issues Report MAO**

**(ccrkmc 041904.xls & Southern CDRs
8_6_04 on CD only)**

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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SPRINT-FLORIDDA INCORPORATED'S RESPONSES TO KMC'S THIRD SET OF INTERROGATORIES (NOS. 43-82) AND FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 29-73)

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 to KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC's (collectively KMC) Third Set of Interrogatories and Fourth Request for Production of Documents, which were served on Sprint on April 26, 2005. The general and specific objections to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents filed on May 6, 2005, are incorporated herein by reference and in providing the following Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

<u>Interrogatory</u>	<u>Prepared by</u>	<u>Title</u>
43-46	James R. Burt	Director Regulatory Policy
47	William L. Wiley	Natl Engineering Standards Mgr IV
48	Andleeb Sonia Diedel	Financial Analyst III
49-60	James R. Burt	Director Regulatory Policy
61	F. Ben Poag	Director Regulatory Affairs
62	James R. Burt	Director Regulatory Policy
64	Christopher M. Schaffer	Natl Engineering Standards Mgr III
65-67	James R. Burt	Director Regulatory Policy
68-69, 71-72	Christopher M. Schaffer	Natl Engineering Standards Mgr III
73	James R. Burt	Director Regulatory Policy
74-76	William L. Wiley	Natl Engineering Standards Mgr IV
77-79	Andleeb Sonia Diedel	Financial Analyst III
79-80	William L. Wiley	Natl Engineering Standards Mgr IV
81-82	James R. Burt	Director Regulatory Policy

RESPONSE TO INTERROGATORIES

Interrogatory 43: Does Sprint agree that the FCC's enhanced services exemption permits enhanced services providers ("ESPs") to purchase local services, such as PRIs, from a local exchange carrier (CLEC or ILEC) rather than interexchange services from an IXC? If no, please explain the meaning and scope of the FCC's enhanced services exemption from access charges, and identify and explain any circumstances in which an ESP would not be permitted to purchase local services from a local exchange carrier.

Response: Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

The FCC's enhanced services exemption permits the enhanced services provider (ESP) to be treated as an end user. This gives the ESP the ability to purchase local service or access service as an end user from a local exchange carrier. The basis for the FCC's determination was that enhanced services providers are not carriers and as a result intercarrier compensation does not apply to the enhanced service provider. However, this determination has nothing to do with the intercarrier compensation that applies between the local exchange carrier providing service to the ESP and any other carrier that the local service provider exchanges traffic with. Nor does it dictate charges associated with ESP customers accessing the ESP's service. Intercarrier compensation between carriers is governed by the arrangements they have made for various traffic types, local, toll, etc.

In the course of pursuing this Complaint, Sprint has discovered an additional fact relevant to Sprint's claims. The Florida Public Service Commission determined in its Order on Reciprocal Compensation, Docket 000075-TP, Order No. PSC-02-1248-FOF-TP, that the classification of traffic as either local or toll is based on the end points of the call. The interexchange PRIs sold by KMC to Customer X are not local services because the end points are not within the local calling area. The PRI circuits sold by KMC to Customer X are from either Tallahassee to Orlando or from Ft. Myers to Orlando, making them toll services not local services.

Interrogatory 44: Mr. Burt, at pages 9-13 of his prefiled direct testimony, discusses his understanding of the "end-to-end" analysis reflected in the *AT&T Declaratory Ruling (FCC 04-97)* and his position that intercarrier compensation should be based upon the jurisdictional nature of the traffic. How is enhanced services traffic to be treated under Mr. Burt's approach? If the answer differs depending upon certain characteristics of the enhanced services traffic, please identify what those differences are and how the treatment would vary as a result of the differences.

Response: Intercarrier compensation for enhances services traffic is based on the terms and conditions of the agreement between two carriers. The treatment of enhanced services between an ESP and the ESP's local service provider has nothing to do with the intercarrier compensation between the local service provider from which an ESP has purchased a local service (in this instance, however, Customer X, the alleged ESP, did not purchase local service from KMC, but rather purchased an interexchange service, that is the PRIs from Orlando to Ft. Myers and Tallahassee) and another carrier the local service provider is exchanging traffic with. KMC implies that if an ESP purchases a local service from KMC (though in this case they did not) all intercarrier compensation associated with this ESP is based on reciprocal compensation rates.

This is a false assumption on the part of KMC. The following example illustrates just the opposite.

Assumptions: 1. An Internet service provider (ISP) purchases local service from LEC A
 2. An end user that subscribes to this ISP's service is served by LEC B

If the end user is within the local calling area he makes a local call. The intercarrier compensation between LEC A and LEC B is based on the agreement between the parties, as is all intercarrier compensation not covered by tariff. If the end user is not within the local calling area, a toll call would be required to reach the ISP. In that instance the IXC that carries the toll call would pay access charges to the LEC B on the originating end of the call and access charges to LEC A on the terminating end of the call. To my knowledge, carriers do not claim that access charges don't apply even though the ESP (in this case the ISP) has the ability to purchase local service.

Interrogatory 45: Please identify the public comments referenced by Mr. Burt at page 18, lines 1-3 of his prefiled direct testimony.

Response: The reference is to public comments Customer X claims to have made to the FCC in its letter to KMC dated May 3, 2004. Customer X was responding to KMC's letter dated April 21, 2004 in which KMC was demanding that Customer X provide KMC additional information so that KMC could confirm the nature of the Customer X traffic. Apparently, KMC was not certain what type of traffic Customer X was terminating to KMC. So, KMC appears to be attempting to determine if the traffic was a certain type of VoIP, even though KMC claims to require all its wholesale service customers to represent and warrant that the VoIP services being terminated are of a particular type (Johnson Direct, page 21, lines 18-21).

Interrogatory 46: Based upon Mr. Burt's prefiled direct testimony at page 18, lines 5-21, is it Sprint's position under each of the three KMC-Sprint interconnection agreements KMC is not permitted to allow enhanced services providers from purchasing local services from KMC. Please explain why or why not, and identify and explain the basis for such an opinion including, but not limited to, specific references to the applicable interconnection agreements.

Response: The interconnection agreements between Sprint and KMC do not dictate what services KMC may provide to its customers or the rates, terms and conditions for KMC's provision of services to its customers. The interconnection agreements do address the intercarrier compensation to be paid by Sprint and KMC for different traffic types exchanged between the parties. The agreements clearly define local traffic to be traffic originating and terminating with the same local calling area (as defined in Sprint's tariffs). The agreements also clearly state that non-local traffic is subject to access charges and that access traffic should be terminated to Sprint over separate trunks from the trunks used to terminate local traffic. The agreements do not address separately how enhanced services traffic exchanged between Sprint and KMC is to be treated for intercarrier compensation purposes. Sprint's analysis of the SS7 records associated with the traffic that is the subject of this Complaint showed the originating, or calling party number, was outside the local calling area of the terminating, or called party, number. In addition, KMC was not providing local service to Customer X since the end points of the PRIs KMC sold to Customer X were either Tallahassee to Orlando or Ft. Myers to Orlando. Therefore, pursuant to the terms of the agreement, access charges, not reciprocal compensation, clearly are due.

Interrogatory 47: Does Sprint agree that its claims against KMC are limited solely to the traffic coming to KMC from the KMC customer previously identified in the prefiled KMC direct testimony as Customer X? If not, please explain why not, and identify and explain the basis for the belief that such traffic is not limited to Customer X.

Response: No, Sprint does not agree. In the course of Sprint's investigation, we reviewed a number of charge number/calling party number parameters that revealed calling party information that was originated from a different LATA than the Tallahassee or Fort Myers Switch. As discussed in Mr. Schaffer's Rebuttal testimony, approximately 60 charge numbers carried traffic that was out of the jurisdiction of the above mentioned local calling area. Sprint does not know the customers KMC has assigned these numbers to, but there are numbers present that KMC has not identified as assigned to Customer X.

Interrogatory 48: Does Sprint agree with KMC's assertions that the traffic that is the subject of Sprint's complaint began in approximately May 2002 and terminated in approximately May to July, 2004 time period? Please explain why or why not. If your answer is no, please identify any evidence or other information that the traffic that is the subject of Sprint's complaint continued before May 2002 or after July, 2004.

Response: No, Sprint does not agree. The KMC traffic is still being reviewed monthly for access usage over the local interconnection trunks. Sprint continues to use SS7 data to validate the jurisdiction of the billed usage and send adjustments for the additional access charges on subsequent bills for KMC. The KMC Complaint covers the period of July 2002 through the current period, see footnote 7 of the Complaint. Exhibit RA-2, attached to the Rebuttal Testimony of Ritu Aggarwal, identifies the amounts due through February 2005.

Interrogatory 49: Please identify and explain the characteristics of the traffic that Mr. Burt identifies at page 20 of his prefiled direct testimony that “determine whether it is or is not an enhanced service” Please also identify any documents or other materials that support Mr. Burt’s identification and explanation of such characteristics.

Response: The point being made in the question and answer on page 20 was not intended to describe the characteristics of enhanced services traffic but rather to state that a party cannot simply define traffic as enhanced because it is convenient or supportive of its position in this complaint. There must be some evidence presented by the party making the claim and a legal determination made based on that evidence. FCC Rule 47 CFR §64.702(a) provides the applicable definition of “enhanced services.”

Interrogatory 50: Is there a difference between an enhanced services provider and an information services provider? Please define each term and explain any differences between the two terms.

Response: The applicable definitions are as set forth in publicly available federal statutes, rules and orders.

Interrogatory 51: At page 21, lines 1-5, Mr. Burt states in his prefiled direct testimony that the reason “KMC is required to pay access charges for the toll traffic that it delivered to Sprint over local interconnection trunks is the language in Interconnection Agreements between Sprint and KMC, the language in Sprint’s Access Service Tariff and Florida Statutes. Each of these three vehicles makes it abundantly clear that KMC is required to pay Sprint’s tariff access charges on all traffic that is not local.” Assuming Customer X is an enhanced services provider that purchases local services from KMC (such as PRIs), is it Mr. Burt’s testimony that Customer X cannot utilize such local services? Please explain

the basis for your answer and identify any documents upon which you relied in making your response.

Response: See Sprint's response to Interrogatory No. 46.

Interrogatory 52: If a customer identifies itself as an enhanced services provider to a CLEC, what obligation, if any, does the CLEC have to investigate, determine, or otherwise verify such an assertion? To the extent Sprint identifies any such obligation, please identify and explain the basis or authority for each such an obligation and identify any documents upon which you relied in making your response.

Response: A CLEC, in this case KMC, that has entered into an agreement with another carrier, in this case Sprint, that includes terms and conditions regarding the facilities and compensation applicable to traffic based on its jurisdiction has an obligation and should take full responsibility for ensuring it is not violating said terms and conditions. In this case, KMC signed an interconnection agreement with Sprint that requires the use of separate trunks for the termination of local or toll traffic and requires KMC to pay access charges for terminating toll traffic. KMC understood the terms and conditions of the interconnection agreements with Sprint that required the use of separate trunks and the payment of access charges for toll traffic. In light of that knowledge, KMC still agreed to provide services to Customer X that, if as KMC claims were services not subject to access charges, Customer X should have been able to purchase directly from Sprint.

Sprint relied on the interconnection agreements between KMC and Sprint in making this response.

Interrogatory 53: Does Sprint have any enhanced services provider customers? What actions did Sprint take to investigate, determine, or otherwise verify each such customer's status as an enhanced services provider? Please identify any documents upon which you relied in making your response.

Response: Although it would unduly burdensome for Sprint to attempt to identify separately all of its ESP customers, Sprint does provide services, such as ESP Link and PRIs, specifically directed to ESP customers. In addition, ESP customers may order non-ESP specific local services. Sprint does not need to separately identify enhanced service providers from other customers ordering "local services". The tariffs specify the terms and conditions for use of the specific services. (See, e.g., Sprint's Florida Access Tariff, Section A30 and Sprint's FCC Tariff No. 3, Section 7)

Sprint has not identified any enhanced service providers that have requested Sprint to transport traffic across LATA boundaries for subsequent delivery to another local exchange carrier, similar to the service provided by KMC to Customer X between Customer X's premises in Orlando and Sprint's end users in Tallahassee and Ft. Myers. Sprint's tariffs provide the terms, conditions and rates applicable when any customer orders service which is to be used for transport outside its local calling area, as in the case of services provided by KMC to Customer X. Section A29.B.2.i., of Sprint's General Exchange Tariff states, "In the event a customer is served by a non-ISDN-PRI capable central office, the Company may provide ISDN-PRI Service from an alternative serving central office, as designated by the Company. The subscriber may be required to accept a foreign NXX. When a foreign NXX is required, all charges applicable to foreign exchange and /or foreign central office services, as specified in Section A9 of this tariff will apply in addition to the rates and charges included in this section.....Similarly, if a

subscriber requests ISDN-PRI Service from an alternate servicing central office other than that designated by the Company, all charges applicable to foreign exchange services, as provided in Section A9 of this tariff, will apply in addition to the rates and charges included in this section.”

Section A9.2 contains the following language regarding the application of rates where interexchange services are subscribed to as an alternative to the application of long distance message telecommunications services.

2. Rates and Charges (United Telephone exchanges only)

a. For the open end, or dial tone end, which is located in the foreign exchange where network switching of calls occurs, the rates for Foreign Exchange Service are the usage charges below and the Service Connection charges for flat-rate individual access line service, rotary line service, flat-rate PBX trunk service, or ISDN service applicable within the serving Foreign Exchange.

b. The outward usage charge below will apply on a customer dialed sent-paid basis for all calls originated by the customer over the Foreign Exchange Service line and terminated within the local calling area of the foreign exchange. The inward usage charge below will apply for all calls terminated to the customer’s Foreign Exchange Service line.

Per outward minute of use \$.020

Per inward minute of use \$.020”

Implementation of usage charges on the open end of intraLATA foreign exchange service provides a similar structure for interLATA and intraLATA Foreign Exchange service and

maintained competitive neutrality between the services offered by ILECs and IXC's. In Order No. 25120, Docket No. 910612-TL, the Commission stated its finding that they be similarly structured.

KMC's offering of its primary rate service over interLATA interexchange routes, while assigning billing numbers with NPA/NXXs that made the traffic appear local to Sprint and thus avoiding the access charges that would apply to interexchange carriers that provide the same service, gave KMC an unfair marketing advantage. Thus, in the instant case, KMC was able to gain revenues over other competitors by offering DS3 and DS1 transport services and flat rate ISDN-PRI services while avoiding the application of access charges that its competitors would be required to pay for terminating the subject traffic to Sprint.

Not only did KMC benefit from the monthly recurring revenues associated with the provisioning of the PRI service and transport services, KMC had the added revenue benefit of terminating this traffic to Sprint as local traffic and thus increasing three fold the local reciprocal compensation Sprint pays to KMC. See the Direct Testimony of Mitchell S. Danforth. If KMC had paid access charges to terminate Customer X's traffic to Sprint, KMC's rates to Customer X would likely have reflected the access charge costs and Customer X would not likely have routed Sprint bound traffic to KMC.

Interrogatory 54: Please identify all Sprint policies or documents pertaining to how Sprint is to identify, classify, evaluate, investigate, determine, or otherwise verify whether a customer is an enhanced services provider.

Response: See Sprint's response to Interrogatory No. 53.

Interrogatory 55: With respect to any Sprint enhanced services provider customers, identify and describe the local services, if any, such providers purchase from Sprint. Please identify any documents upon which you relied in making your response.

Response: See Sprint's response to Interrogatory No. 53.

Interrogatory 56: Please explain in detail how Sprint, when it is the terminating LEC, is able (a) to differentiate between a call that employs only circuit switching and one that, at some point on the transmission path, uses Internet protocol; and (b) to differentiate between a call that employs Internet protocol for transmission purposes only (i.e., a call that falls within the FCC's *AT&T Declaratory Ruling*) and a call that employs enhanced services features and functionalities enabled by the use of Internet protocol or other technologies.

Response: Sprint does not identify the protocols used for terminating traffic or differentiate between protocols for intercarrier compensation purposes because there is no basis to treat the traffic that terminates to Sprint uniquely just based on the protocol or technology a terminating carrier chooses to utilize. The use of a particular technology does not determine the intercarrier compensation, rather it is the terms and conditions of the agreements between the parties, be it an interconnection contract or a tariff.

Interrogatory 57: Identify and describe all facts and documents relied upon by Mr. Burt on p. 18, lines 16-18, to state that "Sprint's evidence shows that the traffic being terminated to Sprint appears to be "phone-to-phone" VoIP that meets the criteria spelled out by the FCC in the AT&T order."

Response: Sprint has made test calls from Sprint POTS customers to Sprint POTS customers that were traced to the local interconnection trunks between Sprint and KMC. The fact that both

ends of the calls were placed and received by end users of Sprint's POTS customers proves that the traffic is the type described as phone-to-phone telecommunications traffic per the AT&T order. The assumption being made in the determination that the traffic is traffic as described in the AT&T Declaratory Ruling is that somewhere between the Sprint end users the Internet protocol was being used. This assumption is based on representations by KMC that the traffic is VoIP traffic. Sprint cannot confirm the fact that the Internet protocol was in fact used anywhere between end users. See Exhibit JRB-2, attached to the Rebuttal Testimony of James R. Burt, for documents Sprint relied upon in making this assertion.

Interrogatory 58: Based upon Mr. Burt's prefiled direct testimony at page 20, lines 7-8, how should Customer X have demonstrated to KMC that its traffic "was truly enhanced services traffic?" Identify and discuss the legal or regulatory rule(s) or obligation(s) that required Customer X to demonstrate to KMC that its services were enhanced services.

Response: Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

First, KMC states in Ms. Johnson's Direct Testimony on page 21 that it requires its customers to represent and warrant the nature of the services they provide. This claim by KMC suggests KMC itself thinks there is an obligation on its part to ensure the nature of any traffic it accepts from its customers. Second, Sprint is not in a position to say how KMC should ensure it is not violating the terms and conditions of its interconnection agreements with Sprint. The fact that KMC was obligated to abide by the terms and conditions of its interconnection agreements is reason enough to support KMC's need to ensure the services it was providing to Customer X did

not violate the terms and conditions of its interconnection agreements with Sprint. Regardless of the nature of the Customer X services or traffic prior to its delivery of the traffic to KMC for KMC's delivery to Sprint for termination to Sprint's end users, the fact that KMC sold Customer X interexchange PRIs to transport the traffic from Orlando to Ft. Myers or Tallahassee unequivocally resulted in KMC knowingly violating the terms of the agreements with Sprint and Sprint's access tariff. Notwithstanding Sprint's position that it is KMC's responsibility to determine how to ensure the nature of the traffic it intends to terminate to another carrier does not violate the terms of the agreement governing the traffic, KMC could have reviewed the applicable SS7 records or performed test calls, just as Sprint did.

Interrogatory 59: Based upon the confidential correspondence between KMC and Customer X disclosed to date to Sprint by KMC, does Sprint agree that Customer X is or is not an enhanced services provider or an information services provider? Why or why not? If Sprint does not believe that Customer X is an enhanced/information services provider, what information would Sprint need in order to accept that Customer X is an enhanced/information services provider? Does Sprint ask each and every one of its enhanced services provider customers to make such a demonstration to Sprint before it provides such customers with local services. If so, identify and describe such requirements.

Response: Based strictly on the correspondence between KMC and Customer X, it is Sprint's opinion that Customer X is not an enhanced services provider. There appear to be three letters between KMC and Customer X that address this issue. In summary, KMC questions the nature of Customer X's traffic and asks Customer X to prove the nature, Customer X restates its claim that it is an enhanced services provider, but doesn't provide any information to prove this claim,

and finally, KMC once again demands Customer X stand behind its claim by signing an contract, but there's no evidence Customer X ever did. The details of this correspondence follow.

The first is a letter dated April 21, 2004 from KMC to Customer X the contents of which 1) informs Customer X of Sprint's claims, 2) states that Customer X is responsible if KMC is not successful in opposing Sprint's claims, 3) requests information from Customer X so KMC can determine the nature of Customer X's traffic to assist KMC in opposing Sprint's claims, 4) requests Customer X sign a Master Services Agreement (MSA) which contains certain restrictions relating to the nature of Customer X's traffic, and 5) a demand by KMC that Customer X include originating line information including, but not limited to CPN.

The second letter is dated May 3, 2004 from Customer X to KMC. Customer X 1) claims it is an enhanced services provider, 2) claims that its traffic is not like AT&T's phone-to-phone VoIP traffic, 3) states that it can't validate whether that the traffic subject to Sprint's claim is even originated from Customer X, 4) appears to disagree with KMC as to what traffic types are considered information and/or enhanced services but that it should be clarified in the MSA being negotiated and 5) seems to acknowledge the tense nature of KMC and Customer X's relationship.

The third letter is from KMC to Customer X and states that 1) Customer X's traffic has been migrated from KMC's network, 2) states that KMC will not bill Customer X termination charges if a) Customer X provides the information requested of it in KMC's April 21, 2004 letter, b) pay any switched access due any third parties and indemnifies KMC, 3) a demand that Customer X

not pass the billing telephone number assigned to the PRI circuit in lieu of the originating line information or calling party number, and 4) a threat to terminate Customer X's originating PRI circuits unless there's an executed MSA by midnight, June 17, 2004.

At the very least, in order to demonstrate that Customer X's traffic is enhanced services traffic, KMC would have to show that the traffic meet the criteria in the FCC rule defining enhanced services. In addition, KMC would have to demonstrate that Customer X uses the internet protocol in the transmission of the traffic and, even if Customer X uses the internet protocol at some point in the transmission of the traffic, that the traffic is not traffic as described in the AT&T Declaratory Ruling, which the FCC has determined to be telecommunications not enhanced services traffic. Finally, regardless of whether Customer X is an enhanced services provider, the interconnection agreements between Sprint and KMC govern the appropriate intercarrier compensation for traffic exchanged between the parties. Those agreements are very clear in stating that access charges apply to interexchange traffic.

Although Sprint is unable to speculate as to all possible circumstances, Sprint does not believe that under the interconnection agreements governing Sprint and KMC or under s. 364.16(3)(a), Florida Statutes, and based on the facts applicable to this case, Sprint's remedy lies with either Customer X or other providers in the call path.

Interrogatory 60: If Customer X misrepresented its traffic to KMC as enhanced service traffic, and it was determined to not be enhanced services traffic, please explain why Sprint's remedy is against KMC and not Customer X and/or any predecessor telecommunications carriers or other providers in the call path. Please explain whether

and under what circumstances Sprint's remedy would be with Customer X and/or predecessor telecommunications carriers or other providers in the call path instead of KMC.

Response: KMC was terminating traffic to Sprint pursuant to the terms of the interconnection agreement between the parties. In simple terms, KMC violated the agreement and therefore, KMC is responsible.

Interrogatory 61: Assuming Sprint is correct regarding the allegations in its complaint, what compensation (access charges or other charges) would KMC have been entitled to from Customer X? KMC is not necessarily seeking specific dollars as a response to this request, but rather identify and describe the types of such compensation and the basis for such compensation.

Response: The compensation KMC charges its customers is strictly between KMC and the customer. Sprint would not presume to express an opinion regarding what charges KMC should apply.

Interrogatory 62: If KMC was entitled to access charges from Customer X rather than charges for PRI services, what economic incentive did KMC have to allegedly misrepresent or misroute the traffic from Customer X? If it is Sprint's position that KMC would only have been entitled to its PRI service charges, please explain why KMC would have been entitled only to those charges while Sprint would have been entitled to access charges?

Response: Sprint can only speculate as to the economic incentive KMC may have had to violate the terms of its agreements with Sprint. It appears that KMC benefited from the revenue it generated in selling interexchange PRIs for a fraction of the value of the access that would have applied to the traffic carried over the PRIs. For example, KMC was selling the PRI circuits

either between Tallahassee and Orlando or Ft. Myers and Orlando for \$800 per month with a cap of 400,000 MOU. In addition, based on the customer's bills provided by KMC in response to Sprint's POD No. , KMC also charged Customer X for transport between Orlando and Ft. Myers or Tallahassee. The same number of MOU rated at Sprint Florida's average intrastate access rate of about \$0.05 per MOU would have yielded \$20,000 per month per PRI circuit. There would have been no apparent reason for Customer X to use KMC as a middleman if it had been required to pay KMC the same access charges it would have been required to pay had it delivered the traffic directly to Sprint to terminate to Sprint's end users. (In fact, it appears there would have been no apparent reason for Customer X to handle the traffic if KMC had applied access charges.) Therefore, KMC received an economic benefit from charging Customer X for the PRIs and transport, while paying reciprocal compensation rather than access charges to Sprint through KMC's insertion of charge party numbers with NPA/NXXs local to Ft. Myers or Tallahassee for Customer X's traffic.

As to the second question, as stated in response to Interrogatory No. 62, the compensation KMC charges its customers is strictly between KMC and the customer. Sprint would not presume to express an opinion regarding what charges KMC should apply.

Interrogatory 64: Does Sprint have evidence that other local exchange carriers have been sending traffic over local interconnection trunks to Sprint in Florida that has been received by those local exchange carriers from Customer X or other entities operating in a manner as alleged by Sprint in its Complaint against KMC? If so, please identify and explain all such evidence or information.

Response: Sprint cannot identify if KMC's Customer X is using other local exchange carriers' networks to terminate masked interstate/intrastate traffic on those carriers' local interconnection

trunk groups to Sprint. Sprint wasn't aware that a KMC Customer X existed until KMC provided that information via the representations KMC made in responding to Sprint's Complaint.

Interrogatory 65: If the Florida Public Service Commission determines that KMC was entitled to rely upon Customer X's representations that Customer X was an enhanced service provider sending KMC enhanced services traffic, does Sprint agree that it no longer has any claim against KMC? Please explain why or why not.

Response: No. The agreements in place between Sprint and KMC govern the intercarrier compensation between the parties. The agreements 1) do not address the intercarrier compensation for enhanced services traffic and 2) clearly state that access charges apply to interexchange traffic such as that carried over the interexchange PRI circuits between KMC and Customer X that KMC claims represents the traffic in question.

Interrogatory 66: If the Florida Public Service Commission determines that the traffic at issue in Sprint's complaint is enhanced, does Sprint agree that it no longer has any claim against KMC? Please explain why or why not.

Response: See Sprint's response to Interrogatory No. 65.

Interrogatory 67: What efforts has Sprint taken to determine whether the traffic at issue in its complaint against KMC is or is not enhanced services traffic?

Response: See Sprint's Response to Interrogatory No. 53.

Interrogatory 68: The discovery responses provided to KMC in this docket identify multiple IXCs as carriers preceding KMC in the call path prior to hand off to Sprint. Are any of the IXCs that preceded KMC in the call path Sprint's interexchange carrier affiliate, Sprint Communications Company LLC? Identify and describe any

communications Sprint has had with any of these interexchange carrier providers regarding this issue, whether associate with the complaint in this docket or any other same or similar situations Sprint has experienced with other CLECs. If Sprint has not had such communications with these carriers, please explain why, especially given the fact that Sprint is aware of the identity of such carriers.

Response: By Sprint Communications Company LLC, Sprint assumes KMC is referring to Sprint Corporation's long distance affiliate, Sprint Communications Company, L.P. Sprint Communications Company L.P. was not identified as a PICd carrier on an originating leg of a call that had a terminating leg with a charge party number that masked the true jurisdiction of the call sent down the KMC local only interconnection trunk groups. Sprint has not had any communications with these IXC carriers concerning this traffic. The first reason is that Sprint can identify only a small percentage of the IXC carriers, that is, the carriers for the traffic that was originated from another Sprint end user. A large volume of this masked traffic is not originated from Sprint customers. The second reason, and the most compelling, is that this masked traffic isn't being sent down the interexchange carriers' trunk groups. It is being sent down KMCs local only interconnection trunk groups. Sprint has an interconnection agreement in place with KMC that specifies these local only trunk groups should only carry local traffic. Jim Burt further addresses this interconnection agreement in his Rebuttal Testimony on page 4 and in Sprint's response to Staff Interrogatory 4.

Interrogatory 69: Does Sprint have any information that any of the calls at issue in this docket were at any point carried by any Sprint company or affiliate (i.e., any Sprint company ILEC, CLEC, or IXC)? If so, please identify each such Sprint company and the volume of traffic (minutes of use or otherwise) associated with each such Sprint company.

Response: No, other than when the call originated from Sprints' end user. See Sprint's Response to Interrogatory No. 68 and Sprint's response to Staff's Interrogatory No. 9.

Interrogatory 70: Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC.

Response: Please see objections previously filed on May 6, 2005.

Interrogatory 71: To the extent not provided in response to the previous Interrogatory, of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of CDRs were associated with calls carried at any point by the Sprint IXC affiliate.

Response: See Sprint's response to Interrogatory No. 69 and Sprint's response to Staff's Interrogatory No. 9.

Interrogatory 70: Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC and were carried at any point by the Sprint IXC affiliate.

Response: Please see objections previously filed on May 6, 2005.

Interrogatory 71: Based upon Mr. Schaffer's investigation of the charge party telephone numbers associated with Sprint's complaint, are any of the telephone numbers at issue in this proceeding assigned to KMC Data? If so, please identify each such telephone number. If none of the telephone numbers are associated with KMC Data, please explain Sprint's basis for its claims against KMC Data.

Response: No, none of the telephone numbers are associated with KMC Data, but as mentioned in Chris Schaffer's Direct and Rebuttal Testimony, KMC Data is a party to the interconnection

agreements that Sprint and KMC have operated under during the time frames that are applicable to this complaint.

Interrogatory 72: In view of KMC's discovery responses and KMC's prefiled testimony and exhibit, does Sprint agree that only KMC III is a respondent to Sprint's complaint in this docket? If Sprint does not agree that only KMC III is the proper respondent, please explain why.

Response: No, Sprint does not agree that KMC III is the only proper party, though Sprint believes KMC III is a proper party to Sprint's Complaint. KMC III, KMC V, and KMC Data are all parties to some or all of the applicable interconnection agreements. KMC's discovery responses and testimony on this issue are difficult to follow because they contradict each other. In KMC's response to Sprint Interrogatory No. 12, requesting KMC to identify which carrier is assigned the two numbers that Sprint claims were used to mask the true jurisdiction of the calls, Ms. Johnson responded "KMC Telecom III, LLC". But in response to Staff's Interrogatory No. 12, KMC affirms both numbers are assigned to KMC V. Furthermore, Ms. Johnson restates in her Rebuttal Testimony that KMC V is assigned the OCN associated with the telephone numbers Sprint has identified, she further states "it has been clear that arrangements between Sprint and KMC have been conducted on behalf of KMC III..." In his Rebuttal Testimony, Mr. Schaffer produced extractions of specific orders for trunk groups that KMC submitted that clearly shows OCN 8982, KMC V, as the carrier ordering the trunk groups. These trunk groups were two of several that were used to send the masked interstate/intrastate traffic to Sprint.

Interrogatory 73: Does Sprint have enhanced services provider customers in Florida? Please identify the specific trunks used by Sprint to route calls from Sprint enhanced

services provider customers in Florida to KMC customers that have Tallahassee and Ft. Myers telephone numbers.

Response: See Sprint's Response to Interrogatory No. 53.

Interrogatory 74: What signaling information has Sprint delivered and does it currently deliver to KMC in connection with calls that originate on a Sprint-provided Primary Rate ISDN service provided to a Sprint enhanced/information services provider end user. Please explain whether, to what extent, and why this signaling information is any different from that associated with the PRIs which KMC provided to Customer X.

Response: In the context of these proceedings, Sprint provides ISDN PRI service to ESPs/ISPs in a normal manner used for PRI provisioning. That is, Sprint will deliver the calling party number (if present from the PRI customer), charge party number and called party number in the initial address message (IAM) to KMC. This is per normal industry standards. There are other parameters present that make up the initial address message, but for this discussion, these three parameters are the primary information elements in question. While the messaging and provisioning are not substantially different from KMC's messaging, there is a fundamental difference in the information that resides in these parameters, especially the Charge Party Number field. Our method of provisioning does not provide Local service (and numbering) for any customer that is outside Sprint's local calling area. That is, Sprint doesn't interconnect customers that are outside our serving NPA and LATA, as is the case with KMC's interconnection with Customer X.

Interrogatory 75: Does Sprint agree that the signaling information Mr. Wiley analyzed through the Agilent system is the same information that KMC sends to Sprint for each call that is passed to Sprint over the local interconnection trunks between KMC and Sprint in

Tallahassee and Ft. Myers, respectively? If the signaling information Mr. Wiley analyzed through the Agilent system is different, please identify the signaling information that is passed to Sprint by KMC on each call and the information used in the Agilent analysis that was not passed to Sprint by KMC.

Response: Sprint agrees that the signaling information KMC passed to Sprint for calls originating over the local interconnect trunks was the same information that was used in the analyses through the Agilent. That is the information that is converted by the Agilent system from Binary information of SS7 to a more human relevant form. (Names of parameters instead of binary representation of the parameter.)

It must be noted though, that at some times, the call over the local interconnection trunks was only part of the complete call. Based on the correlation capabilities of the Agilent system, a record of the complete call (from the tandem to the originator and from the tandem to the terminator) is recorded for a better view of the complete call from originating to terminating switches.

Interrogatory 76: Does Sprint have any knowledge or reason to believe that any of the signaling information sent to Sprint by KMC over the local interconnection trunks in Tallahassee and Ft. Myers, respectively, was changed by KMC? If Sprint does have such knowledge or reason to believe, please explain the basis for such knowledge or reason to believe and identify and describe all of the facts that support that knowledge or reason to believe. The identification and description of such facts should include, but not be limited to, an explanation of how, when, and under what circumstances Sprint acquired such information.

Response: While no information was changed from the information provisioned in the KMC switch, the information provisioned in the switch for the customer X is in violation of the North American numbering plan. As shown in Mr. Pasonski's direct testimony, page 9 lines 11-23 and page 10, lines 1-7, he states that the customer asked for and received PRI service from their Orlando site to KMC's switches in Fort Myers and Tallahassee. Also, the customer received local Tallahassee and Fort Myers telephone numbers for the billing (charge) numbers for the PRI. This allowed a customer outside the local rate center, NPA, and LATA to be able to route calls as if they were a local entity. As stated above, this is a violation. In the "Central Office Code (NXX) Assignment Guidelines" published by the Industry Numbering Committee (INC 95-0407-008), it states the following:

1.0 Purpose and Scope of This Document

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These guidelines apply only to the assignment of CO codes (NXX) within geographic numbering plan areas (NPAs). This does not preclude a future effort to address non-geographic NPAs in the same guidelines.¹ CO codes (NXXs) are assigned for use at a Switching Entity or Point of Interconnection they own or control. Entities assigned CO Codes are termed "code holders" in areas where thousands-block number pooling has not been implemented or for those entities that are not participating in thousands-block number pooling. Where thousands-block number pooling has been implemented, an entity assigned a CO Code is designated as the "LERG² Assignee." While the ultimate delivery of any call to a CO code (NXX) need not be geographically identified, by necessity initial routing is geographically defined. Therefore, for assignment and routing purposes, the CO code (NXX) is normally

associated with a specific geographic location within an NPA, from which it is assigned. For some companies this is also used for billing purposes.

¹ Separate procedures apply to the assignment of NXX codes within currently assigned Service Access Codes (SACs), and others will be developed, as appropriate, as new SACs are assigned by NANPA. For example, NXX assignment guidelines for the 900 SACs are available. Separate guidelines also will be prepared to address the assignment of numbering resources reserved for non-geographic applications.

² LERG in the phrase "LERG Assignee" used in this document refers to the Telcordia™ LERG™ Routing Guide, Telcordia and LERG Routing Guides are trademarks of Telcordia Technologies, Inc.

2.0 ASSUMPTIONS AND CONSTRAINTS

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2.14 **It is assumed from a wireline perspective that CO codes/blocks allocated to a wireline service provider are to be utilized to provide service to a customer's premise physically located in the same rate center that the CO codes/blocks are assigned.** Exceptions exist, for example tariffed services such as foreign exchange service.

As noted in the paragraphs above, assignment of numbers for a customer should be within the geographic location of the CO code. That is if a service is provided for a customer in Orlando, the NPA NXX of that customer should be in Orlando's LATA and NPA. While the switching

doesn't have to be in the same geographic area, the numbering for the customer should follow the NANP guidelines.

Even though the guidelines allow for exceptions, such as tariffed FX service, Florida's own general rules on Foreign Exchange service require that: "This tariff applies for foreign exchange service where all facilities and service points are located in the same LATA."

Since KMC willfully provided the Orlando customer with numbers for Fort Myers and Tallahassee, KMC must have knowingly violated the rules for numbering to escape access charges for traffic from this customer.

Interrogatory 77: Please identify the source(s) for the access charge rates used in calculating the alleged damages against KMC for each month that a rate was applied. If that source is a tariff which is no longer in effect, please identify the relevant tariff pages, revisions, and effective dates.

Response: Sprint uses the access rates that are billed to KMC from Sprint's publicly available Interstate and Intrastate Access Tariffs. (Sprint's FCC Tariff No. 3, Section 6.8 and Sprint's Florida Access Tariff Section E.3.8.) Interstate rates are average yields based on interstate access revenue for all carriers in Florida divided by the corresponding interstate access minutes for the month. Intrastate rates are based upon previously billed rates.

Interrogatory 78: Please describe in detail how the Sprint "SS7 CDR Summary Reports" referred to in Sprint's Response to KMC's Interrogatory No. 15 were generated, including but not limited to an explanation of the extent to which the Reports rely upon

actual minutes of use, comprehensive use or sampling of CDRs, and trunk utilization reports generated by switch sampling techniques.

Response: There is no sampling. All the data is based upon the actual SS7 Call Detail Records for each month. The Agilent SS7 Summary Report is a monthly summary of the actual SS7 Call Detail Records for all Sprint customers. The SS7 data fields are extracted into a monthly report to provide information by the call date, carrier, state, ATGN, TGSN, transit flag, no CPN flag, interstate minutes, intrastate minutes, local minutes and total calls. Sprint extracts KMC specific data, through an Access database, for the identified local interconnection trunks. This SS7 data is used to determine the monthly PLU and PIU factors which then are applied against the billed minutes.

Interrogatory 79: Explain in detail how the PIUs and PLUs on the documents characterized as “KMC CLEC PLU Backbilling” documents provided by Sprint in Response to KMC’s Interrogatory No. 1(a) on February 21, 2005, (and attached as Exhibit KJF-1 to Sprint witness Farnan’s prefiled direct testimony) were calculated. If not all of the PLUs and PIUs were calculated in the same manner, please identify which PLUs and PIUs were not and explain any differences.

Response: Sprint uses the same methodology to calculate the monthly PLU and PIU factors from the SS7 data in the monthly KMC CLEC PLU Backbilling documents. Sprint pulls the SS7 data each month for KMC and calculates the PLU and PIU factors from the jurisdiction on the minutes in the SS7 Summary Report. Sprint extracts the billed minutes from KMC’s interconnection bill in CASS for the same time period and applies the SS7 PLU and PIU factors against the total billed minutes. A true-up is done to the billed minutes to determine the

difference of what is initially billed as local and intralata toll minutes and the corrected amount to include the additional access charges.

Interrogatory 79: What is the basis for Mr. Wiley's statement on page 11, lines 2-3, of his prefiled direct testimony that there should be a "relationship" between the "CPN" and "CN"? Identify all documents used or relied upon in providing your answer. Please explain all situations in which there may not be a "relationship" between the "CPN" and "CN" without a carrier manipulating the "CN" or "CPN".

Response: The term relationship refers to the capability of ISDN as a user network-interface (see ANSI standards T1.607). Since this is a user-network interface, the calling party number would be a subtending subscriber and thus have a relationship to the user at this user network interface.

ISDN provides for the user to have a standardized protocol that connects to the network. These users are defined as described in Lucent's 5ESS ISDN Feature Description Feature document (235-190-104) In the ISDN overview (section 2) it states that:

It must offer the flexibility to be useful to a wide range of customers, from small business/residential to large centrex users. (Lucent Technologies is also committed to provide ISDN users with access to nearly all analog centrex features currently offered on the 5ESS® switch.) (section 2.2 – Evolution to National ISDN)

As the above passage states, the user can be anything from small residential customers to large centrex customers. These users have a common thread, the capability of the stations or customers behind the user CPE to use the ISDN protocol to communicate with the telephone

network. To identify these subscribers, the calling party number parameter passes the subscribers station number to the network. The charge party number reflects the provisioned billing number of the customer that would pay for the service. Telcordia Technologies Generic Requirements GR-317-CORE has the following to description about calling party and charge number:

NOTE: The calling party number need not be the same number provided by the Automatic Number Identification (ANI) feature of the inband exchange access signaling described in GR-690-CORE, *Exchange Access Interconnection, FSD 20-24-0000*. [20] For example, if the station set is behind a Private Branch Exchange (PBX), the number provided by the MF ANI feature might be the main PBX line number rather than the number of the specific station set. The number of the specific station set may be available to the originating SPCS as the calling party number.

Since the customer's CPE (i.e. PBX Centrex, Key Systems, etc.) would have a provisioned billing number assigned by the carrier, all stations in back of the CPE would have a relationship with this billing number. In terms of a PBX, the NPA NXX of the calling party would usually be the same as the NPA/NXX of the billing number.

To have a billing number that does not have this relationship with the calling party number is uncommon but could be done. If the ISDN PRI was used as network access instead of customer access, calls routed through this type of network would have the calling party of the originating PSTN caller while the billing number would be the billing number of the customer/ISDN

network provider. If a PSTN carrier interconnected to this ISDN carrier, the information sent out from the PSTN carrier over SS7 trunking would have the provisioned charge number of the ISDN carrier and the calling party number of the PSTN caller.

Interrogatory 80: Does Sprint agree that where a CLEC has a customer originating calls over a PRI, that are sent over a local interconnection trunk to Sprint for termination, the CN properly will be a number associated with the billing telephone number of the PRI trunk group. Please explain why or why not, and include the basis for this answer.

Response: No, Sprint does not. While for some PRI configurations, the Billing Number provisioned in the PSTN switch is transmitted as the Charge Number, there are other configurations that allow the Calling Party number to be used as a billing number. In the Lucent 5ESS switch, feature number 99-5E-2467 provides for this capability. The reasoning for this is to allow a condominium type of office to have a centralized CPE (PBX) but provide individual users to be billed for their calls on an individual basis. So while it is possible to have billing as stated in the example of interrogatory 80, there are features that allow other billing mechanisms for ISDN PRI.

Interrogatory 81: Does Sprint agree that the FCC has asserted primary jurisdiction over calls that are IP-enabled, as defined in the FCC's *IP-Enabled Services Notice of Proposed Rulemaking in WC Docket No. 04-36*. Please explain why or why not, and include the basis for this answer.

Response: Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

In the AT&T Declaratory Ruling the FCC specifically stated that this traffic was telecommunications traffic, subject to the normal jurisdictional principles. Regardless of whether the FCC has asserted jurisdiction over other calls that are IP-enabled, Sprint and KMC have agreements in place that define the intercarrier compensation for any traffic exchanged between the parties. In this instance the traffic in question is interexchange and is clearly subject to access charges. If and when the appropriate regulatory authority makes a determination for the intercarrier compensation for traffic that Sprint and any other service provider exchange that is inconsistent with the provisions of Sprint's interconnection agreements, Sprint will abide by the "change in law" provisions of its agreements to effect any necessary intercarrier compensation changes.

Interrogatory 82: Does Sprint agree that the treatment of traffic at issue in the *AT&T Declaratory Ruling* which the FCC found to be subject to access charges is subject to reexamination by the FCC in its *IP-Enabled Services* proceeding. Please explain why or why not, and include the basis for this answer.

Response: Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

Sprint agrees that the FCC stated in the AT&T order that it may revisit its decision. However, in the AT&T Declaratory Ruling, the FCC also states its purpose for issuing the ruling was to "provide clarity to the industry with respect to the application of access charges pending the outcome of the comprehensive IP-Enabled Services rulemaking proceeding " (at paragraph 2) This stated goal could not be accomplished if disputes regarding the appropriate intercarrier

compensation for this type of traffic continued to be deferred until the resolution of the *IP-Enabled Services* proceeding sometime in the indefinite future.

RESPONSE TO PRODUCTION OF DOCUMENTS REQUEST

29. Produce copies of any documents where Sprint is requesting or a Sprint enhanced services provider is responding or notifying Sprint of its status as an enhanced services providers.

Any documents that would be responsive to this request would be documents provided in the course of ordering or provisioning services to enhanced services providers customers. There are no documents that could easily be identified as such. To require Sprint to search its records to find those that might be considered responsive would be unduly burdensome, expensive, oppressive, or excessively time consuming and Sprint objects to this request on that basis.

30. To the extent not otherwise provided to KMC in discovery or as exhibits to Testimony, provide a copy of all Sprint Summary CDR Data Reports used or relied upon by Sprint in calculating its alleged damages in this case.

See Sprint's Response to KMC's Interrogatory No. 1. All documents that Sprint may reasonably produce have already been provided by Sprint in discovery or as exhibits to its testimony.

31. Provide copies of any Agilent product training manuals or materials, used or dated after August 2003, relating to the "Agilent system" described by Sprint Witness Wiley on pp. 4-12 of his pre-filed direct testimony. If each such training manual or material was not used or in effect for the entire time period, please identify the time period in which such manual or material was used or in effect.

The documents requested are highly proprietary and trade secret Agilent documents. As such, Sprint is not providing copies of the documents but will make them available to KMC for viewing at Sprint's Tallahassee offices at a time that is mutually agreeable to KMC and Sprint.

32. Please provide a copy of the contract, agreement, work order or other documentation by which Sprint engaged Agilent with respect to the Agilent study or results utilized by Sprint in this proceeding.

Please see Sprint's Response to KMC's POD No. 18.

33. Please produce copies of all communications or other documentation between Sprint and Agilent regarding the Agilent study relating to Sprint's claims in this docket.

Please see Sprint's Response to KMC's POD Nos. 7 and 18.

34. 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. 43.

There are no documents responsive to this request other than the publicly available FCC and FPSC Orders referred to in the Response.

35. 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. 44.

There are no documents responsive to this request other than the publicly available interconnection agreements between KMC and Sprint referred to in the Response.

36. 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. 45.

There are no documents responsive to this request other than the correspondence between KMC and Customer X referred to in the Interrogatory.

37. 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. 46.

There are no documents responsive to this request.

38. 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. 47.

Documents responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

39. 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. 48.

See Exhibit RA-2.

40. 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. 49.

There are no documents responsive to this request other than the publicly available FCC Rule referred to in the Response.

41. 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. 50.

There are no documents responsive to this request.

42. 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. 51.

Please see Response to POD No. 37.

43. 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. 52.

There are no documents responsive to this request other than the publicly available interconnection agreements between KMC and Sprint.

44. 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. 53.

Documents that are responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

45. 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. 54.

Please see Response to POD No. 44.

46. 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. 55.

Please see Response to POD No. 44.

47. 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. 56.

There are no documents responsive to this request.

48. 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. 57.

Please see Exhibit JRB-2.

49. 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. 58.

There are no documents responsive to this request.

50. 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. 59.

There are no documents responsive to this request other than the referenced documents previously provided by KMC.

51. 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. 60.

There are no documents responsive to this request other than the publicly available interconnection agreements between KMC and Sprint.

52. 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. 61.

There are no documents responsive to this request.

53. 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. 62.

Documents responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

54. 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. 63.

There is no Interrogatory No. 63.

55. 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. 64.

There are no documents responsive to this request.

56. 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. 65.

There are no documents responsive to this request other than the publicly available interconnection agreements between Sprint and KMC.

57. 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. 66.

There are no documents responsive to this request other than the publicly available interconnection agreements between Sprint and KMC.

58. 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. 67.

See Response to POD No. 44.

59. 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. 68.

There are no documents responsive to this request.

60. 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. 69.

There are no documents responsive to this request.

61. 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. 70.

Please see objections previously filed on May 6, 2005.

62. 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. 71.

There are no documents responsive to this request.

63. 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. 72.

There are no additional documents responsive to this request, other than the documents that have already been provided as exhibits to Sprint's testimony or in previous responses to discovery requests from KMC.

64. 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. 73.

Please see Response to POD No. 44.

65. 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. 74.

The documents relied on are copyrighted documents that Sprint is prohibited by law from reproducing. Sprint will make these documents available at its Tallahassee offices for viewing by KMC at a mutually agreeable time.

66. 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. 75.

Please see Response to POD No. 65.

67. 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. 76.

Please see Response to POD No. 65.

68. 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. 77.

Please see Response to POD No. 30.

69. 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. 78.

Please see Response to POD No. 30.

70. 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. 79.

Please see Responses to POD Nos. 30 and 65.

71. 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. 80.

Please see Response to POD No. 65.

72. 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. 81.

There are no responsive documents other than the publicly available referenced FCC order.

73. 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. 82.

There are no responsive documents other than the publicly available referenced FCC orders.

DATED this 16th day of May, 2005.

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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-FLORIDA INCORPORATED'S SUPPLEMENTAL RESPONSES TO
KMC'S THIRD SET OF INTERROGATORIES**

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 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) Third Set of Interrogatories, which were served on Sprint on April 26, 2005. The general and specific objections to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents filed on May 6, 2005, are incorporated herein by reference and in providing the following Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

<u>Interrogatory</u>	<u>Prepared by</u>	<u>Title</u>
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RESPONSE TO INTERROGATORIES

Interrogatory 53: Does Sprint have any enhanced services provider customers? What actions did Sprint take to investigate, determine, or otherwise verify each such customer's status as an enhanced services provider? Please identify any documents upon which you relied in making your response.

Response: Although it would unduly burdensome for Sprint to attempt to identify separately all of its ESP customers, Sprint does provide services, such as ESP Link and PRIs, specifically directed to ESP customers. In addition, ESP customers may order non-ESP specific local services. Sprint does not need to separately identify enhanced service providers from other customers ordering "local services". The tariffs specify the terms and conditions for use of the specific services. (See, e.g., Sprint's Florida Access Tariff, Section A30 and Sprint's FCC Tariff No. 3, Section 7)

Sprint has not identified any enhanced service providers that have requested Sprint to transport traffic across LATA boundaries for subsequent delivery to another local exchange carrier, similar to the service provided by KMC to Customer X between Customer X's premises in Orlando and Sprint's end users in Tallahassee and Ft. Myers. Sprint's tariffs provide the terms, conditions and rates applicable when any customer orders service which is to be used for transport outside its local calling area, as in the case of services provided by KMC to Customer X. Section A29.B.2.i., of Sprint's General Exchange Tariff states, "In the event a customer is served by a non-ISDN-PRI capable central office, the Company may provide ISDN-PRI Service from an alternative serving central office, as designated by the Company. The subscriber may be required to accept a foreign NXX. When a foreign NXX is required, all charges applicable to foreign exchange and /or foreign central office services, as specified in Section A9 of this tariff

will apply in addition to the rates and charges included in this section.....Similarly, if a subscriber requests ISDN-PRI Service from an alternate servicing central office other than that designated by the Company, all charges applicable to foreign exchange services, as provided in Section A9 of this tariff, will apply in addition to the rates and charges included in this section.”

Section A9.2 contains the following language regarding the application of rates where interexchange services are subscribed to as an alternative to the application of long distance message telecommunications services.

2. Rates and Charges (United Telephone exchanges only)

a. For the open end, or dial tone end, which is located in the foreign exchange where network switching of calls occurs, the rates for Foreign Exchange Service are the usage charges below and the Service Connection charges for flat-rate individual access line service, rotary line service, flat-rate PBX trunk service, or ISDN service applicable within the serving Foreign Exchange.

b. The outward usage charge below will apply on a customer dialed sent-paid basis for all calls originated by the customer over the Foreign Exchange Service line and terminated within the local calling area of the foreign exchange. The inward usage charge below will apply for all calls terminated to the customer’s Foreign Exchange Service line.

Per outward minute of use \$.020

Per inward minute of use \$.020”

Implementation of usage charges on the open end of intraLATA foreign exchange service provides a similar structure for interLATA and intraLATA Foreign Exchange service and maintained competitive neutrality between the services offered by ILECs and IXC. In Order No. 25120, Docket No. 910612-TL, the Commission stated it finding that they be similarly structured.

KMC's offering of its primary rate service over interLATA interexchange routes, while assigning billing numbers with NPA/NXXs that made the traffic appear local to Sprint and thus avoiding the access charges that would apply to interexchange carriers that provide the same service, gave KMC an unfair marketing advantage. Thus, in the instant case, KMC was able to gain revenues over other competitors by offering DS3 and DS1 transport services and flat rate ISDN-PRI services while avoiding the application of access charges that its competitors would be required to pay for terminating the subject traffic to Sprint.

Not only did KMC benefit from the monthly recurring revenues associated with the provisioning of the PRI service and transport services, KMC had the added revenue benefit of terminating this traffic to Sprint as local traffic and thus increasing three fold the local reciprocal compensation Sprint pays to KMC. See the Direct Testimony of Mitchell S. Danforth. If KMC had paid access charges to terminate Customer X's traffic to Sprint, KMC's rates to Customer X would likely have reflected the access charge costs and Customer X would not likely have routed Sprint bound traffic to KMC.

Supplemental Response: Please see Sprint's Supplemental Response to Interrogatory No. 59.

Interrogatory 54: Please identify all Sprint policies or documents pertaining to how Sprint is to identify, classify, evaluate, investigate, determine, or otherwise verify whether a customer is an enhanced services provider.

Response: See Sprint's response to Interrogatory No. 53.

Supplemental Response: Please see Sprint's Supplemental Response to Interrogatory No. 59.

Interrogatory 59: Based upon the confidential correspondence between KMC and Customer X disclosed to date to Sprint by KMC, does Sprint agree that Customer X is or is not an enhanced services provider or an information services provider? Why or why not? If Sprint does not believe that Customer X is an enhanced/information services provider, what information would Sprint need in order to accept that Customer X is an enhanced/information services provider? Does Sprint ask each and every one of its enhanced services provider customers to make such a demonstration to Sprint before it provides such customers with local services. If so, identify and describe such requirements.

Response: Based strictly on the correspondence between KMC and Customer X, it is Sprint's opinion that Customer X is not an enhanced services provider. There appear to be three letters between KMC and Customer X that address this issue. In summary, KMC questions the nature of Customer X's traffic and asks Customer X to prove the nature, Customer X restates its claim that it is an enhanced services provider, but doesn't provide any information to prove this claim, and finally, KMC once again demands Customer X stand behind its claim by signing an contract, but there's no evidence Customer X ever did. The details of this correspondence follow.

The first is a letter dated April 21, 2004 from KMC to Customer X the contents of which 1) informs Customer X of Sprint's claims, 2) states that Customer X is responsible if KMC is not successful in opposing Sprint's claims, 3) requests information from Customer X so KMC can determine the nature of Customer X's traffic to assist KMC in opposing Sprint's claims, 4) requests Customer X sign a Master Services Agreement (MSA) which contains certain restrictions relating to the nature of Customer X's traffic, and 5) a demand by KMC that Customer X include originating line information including, but not limited to CPN.

The second letter is dated May 3, 2004 from Customer X to KMC. Customer X 1) claims it is an enhanced services provider, 2) claims that its traffic is not like AT&T's phone-to-phone VoIP traffic, 3) states that it can't validate whether that the traffic subject to Sprint's claim is even originated from Customer X, 4) appears to disagree with KMC as to what traffic types are considered information and/or enhanced services but that it should be clarified in the MSA being negotiated and 5) seems to acknowledge the tense nature of KMC and Customer X's relationship.

The third letter is from KMC to Customer X and states that 1) Customer X's traffic has been migrated from KMC's network, 2) states that KMC will not bill Customer X termination charges if a) Customer X provides the information requested of it in KMC's April 21, 2004 letter, b) pay any switched access due any third parties and indemnifies KMC, 3) a demand that Customer X not pass the billing telephone number assigned to the PRI circuit in lieu of the originating line information or calling party number, and 4) a threat to terminate Customer X's originating PRI circuits unless there's an executed MSA by midnight, June 17, 2004.

At the very least, in order to demonstrate that Customer X's traffic is enhanced services traffic, KMC would have to show that the traffic meets the criteria in the FCC rule defining enhanced services. In addition, KMC would have to demonstrate that Customer X uses the internet protocol in the transmission of the traffic and, even if Customer X uses the internet protocol at some point in the transmission of the traffic, that the traffic is not traffic as described in the AT&T Declaratory Ruling, which the FCC has determined to be telecommunications not enhanced services traffic. Finally, regardless of whether Customer X is an enhanced services provider, the interconnection agreements between Sprint and KMC govern the appropriate intercarrier compensation for traffic exchanged between the parties. Those agreements are very clear in stating that access charges apply to interexchange traffic.

Although Sprint is unable to speculate as to all possible circumstances, Sprint does not believe that under the interconnection agreements governing Sprint and KMC or under s. 364.16(3)(a), Florida Statutes, and based on the facts applicable to this case, Sprint's remedy lies with either Customer X or other providers in the call path.

Supplemental Response: Sprint does not ask each enhanced service provider to make a demonstration prior to providing services. Rather, as explained in Interrogatory No. 53, the terms and conditions of Sprint services are clear and in the form of a tariff. For example, the ESP Link service which is purchased by ESPs specifically states that the service can't be used to connect to the local or toll switched network. In addition, the service has a technical limitation that does not allow for traffic to be terminated to Sprint, unlike the services sold to Customer X by KMC. When a Sprint customer subscribes to a service, they are agreeing to the applicable terms and conditions. This is, in effect, the same as asking each customer if they will abide by the terms

and conditions related to the services they subscribe to. Therefore, Sprint has a high degree of assurance services will not be used inappropriately based on the technical aspects of the service and the published terms and conditions. When Sprint learns of a violation it takes appropriate action based on the specific circumstances.

Furthermore, Sprint as an incumbent local exchange carrier does not have a business strategy that includes selling capacity, e.g., PRIs, to one entity, utilizing an agreement with another entity, e.g., an interconnection agreement, and profiting from the difference in what it receives versus what it pays.

Interrogatory 70: Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC.

Response: Please see objections previously filed on May 6, 2005.

Supplemental Response: Notwithstanding and without waiving its specific objection to this Interrogatory filed on May 6, 2005, Sprint provides the following guidance to KMC as to how to determine the information requested from the CDRs.

KMC can determine those calls that originated from a Sprint company ILEC from the Call Detail Records (CDRs) already provided. KMC could determine a Sprint ILEC customer by referring to the following columns of data included in the numerous CDR files Sprint has provided to KMC.

- Calling NPA
- Calling NXX
- Calling Line

KMC could use the above information in conjunction with the Local Exchange Routing Guide (LERG) to identify what carrier is assigned an NPA/NXX-X and Number Portability Administrative Center (NPAC) data to identify if the individual telephone number is ported to another carrier. Utilizing these sources of data could help KMC to identify which calling parties are Sprint local at the time the call was made. This is the same process that Sprint must use to identify calls originated with a Sprint ILEC.

Interrogatory 70A: Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC and were carried at any point by the Sprint IXC affiliate.

Response: Please see objections previously filed on May 6, 2005.

Supplemental Response: Notwithstanding and without waiving its specific objection to this Interrogatory filed on May 6, 2005, Sprint provides the following Response:

In order to determine if Sprint the IXC was involved in any of the Interstate/Intrastate calls passed through the local only trunk groups, KMC would have to rely upon the files that Sprint provided that contain Correlated Call Records (CCRs). Individual Call Detail Records (CDRs) do not contain the information needed to identify which IXC was involved with the call. As stated before in Sprint's Response to Staff Interrogatory No. 9 and KMC Interrogatory No. 11, the CCRs that Sprint used in its investigation of KMC's local interconnection trunk group traffic did not identify Sprint IXC as a FGD carrier handing traffic off to KMC's Customer X.

Interrogatory 73: Does Sprint have enhanced services provider customers in Florida? Please identify the specific trunks used by Sprint to route calls from Sprint enhanced

services provider customers in Florida to KMC customers that have Tallahassee and Ft. Myers telephone numbers.

Response: See Sprint's Response to Interrogatory No. 53.

Supplemental Response: Because Sprint cannot specifically identify enhanced services providers (as stated in Sprint's Response to Interrogatory No. 53) Sprint is unable to identify the specific trunks its uses to route calls from enhanced services provider customers to KMC.

Interrogatory 74: What signaling information has Sprint delivered and does it currently deliver to KMC in connection with calls that originate on a Sprint-provided Primary Rate ISDN service provided to a Sprint enhanced/information services provider end user. Please explain whether, to what extent, and why this signaling information is any different from that associated with the PRIs which KMC provided to Customer X.

Response: In the context of these proceedings, Sprint provides ISDN PRI service to ESPs/ISPs in a normal manner used for PRI provisioning. That is, Sprint will deliver the calling party number (if present from the PRI customer), charge party number and called party number in the initial address message (IAM) to KMC. This is per normal industry standards. There are other parameters present that make up the initial address message, but for this discussion, these three parameters are the primary information elements in question. While the messaging and provisioning are not substantially different from KMC's messaging, there is a fundamental difference in the information that resides in these parameters, especially the Charge Party Number field. Our method of provisioning does not provide Local service (and numbering) for any customer that is outside Sprint's local calling area. That is, Sprint doesn't interconnect customers that are outside our serving NPA and LATA, as is the case with KMC's interconnection with Customer X.

Supplemental Response: Since these proceedings are dealing with questions about information that is contained in the SS7 Calling Number, Called Number and Charge number parameters, Sprint limited their answer to these parameters. As stated in the original interrogatory, Sprint configuration of these parameters do not differ from the information sent to Sprint from KMC. This is why Sprint used the phrases “in the context of these proceedings” and “for this discussion”. Since KMC desires more information on the messages sent over the SS7 trunks, the following (from American National Standard T1.113.3 “Signalling System No. 7 (SS7) -- Integrated Services Digital Network (ISDN) User Part-- Formats and Codes” published by ATIS) should provide the parameters that are sent for this type of call.

Message Type

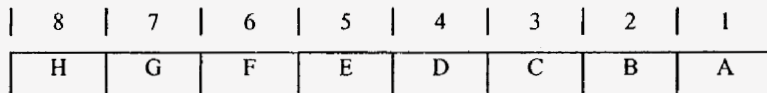
Message Type	Code
Initial Address	00000001

Nature of Connection Indicators

The format of the nature of connection indicators parameter field shall be as shown in Figure below.

The following codes are used in the nature of connection indicators parameter field:

- bits BA: Satellite indicator
 - 0 0 no satellite circuit in the connection
 - 0 1 one satellite circuit in the connection
 - 1 0 two satellite circuits in the connection
 - 1 1 three or more satellite circuits in the connection
- bits DC: Continuity check indicator
 - 0 0 continuity check not required (default)
 - 0 1 continuity check required on this circuit
 - 1 0 continuity check performed on a previous circuit
 - 1 1 spare
- bit E: Echo control device indicator
 - 0 outgoing half echo control device not included
 - 1 outgoing half echo control device included
- bits F-H: spare



Forward Call Indicators

The format of the forward call indicators parameter field shall be as shown below.

The following codes are used in the forward call indicators parameter field:

- bit A: Incoming international call indicator
 - 0 not an incoming international call
 - 1 incoming international call
- bits CB: End-to-end method indicator (note)
 - 0 0 no end-to-end method available
 - 0 1 pass along method available
 - 1 0 SCCP method available
 - 1 1 pass along and SCCP methods available
- bit D: Interworking indicator (note)
 - 0 no interworking encountered (No. 7 signalling all the way)
 - 1 interworking encountered
- bit E: spare
- bit F: ISDN user part indicator (note)
 - 0 ISDN user part not used all the way
 - 1 ISDN user part used all the way
- bits HG: ISDN user part preference indicator
 - 0 0 ISDN user part preferred all the way (default)
 - 0 1 ISDN user part not required all the way
 - 1 0 ISDN user part required all the way
 - 1 1 spare
- bit I: ISDN access indicator
 - 0 originating access non-ISDN
 - 1 originating access ISDN
- bits KJ: SCCP method indicator
 - 0 0 no indication
 - 0 1 connectionless method available (No procedure specified for U.S. networks.)
 - 1 0 connection oriented method available (No procedure specified for U.S. networks.)
 - 1 1 Connectionless and connection oriented method available (No procedure specified for U.S. networks.)
- bit L: Spare
- bit M: Ported number translation indicator
 - 0 number not translated
 - 1 number translated
- bit N: Query on Release (QoR) attempt indicator (No procedure specified for U.S. networks.)
- bits O-P: Reserved for national use

NOTE - Bits B-F constitute the protocol control indicator.

	8	7	6	5	4	3	2	1	
1	H	G	F	E	D	C	B	A	
2	P	O	N	M	L	K	J	I	

Calling Party's Category

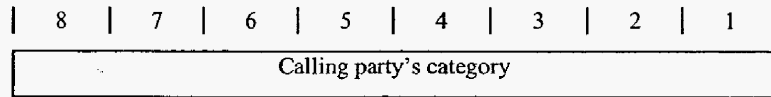
The format of the calling party's category parameter field shall be as shown in Figure 9/T1.113.3.

The following codes are used in the calling party's category parameter field:

- 0 0 0 0 0 0 0 0 calling party's category unknown (default)
- 0 0 0 0 0 0 0 1 operator, language French }
- 0 0 0 0 0 0 1 0 operator, language English }
- 0 0 0 0 0 0 1 1 operator, language German } (No procedure specified for U.S. networks)
- 0 0 0 0 0 1 0 0 operator, language Russian }

00000101	operator, language Spanish }
00000110 }	
00000111 }	available to administrations for selecting a particular language by mutual
00001000 }	agreement
00001001	national operator (note)
00001010	ordinary calling subscriber
00001011	calling subscriber with priority (No procedure specified for U.S. networks)
00001100	data call (voice band data) (No procedure specified for U.S. networks)
00001101	test call
00001110	spare
00001111	payphone (No procedure specified for U.S. networks)
00010000 }	
to }	ITU-T spare
11011111 }	
11100000	emergency service call
11100001	high priority emergency service call
11100010	National Security and Emergency Preparedness (NS/EP) Call
11100011 }	
to }	ANSI spare
11101111 }	
11110000 }	
to }	network specific use
11111110 }	
11111111	reserved for expansion

NOTE - CCITT Recommendation Q.104 allows national networks to use this code to indicate that the calling party is a national operator.



User Service Information

The format of the user service information parameter field shall be as shown below. This format is the same as the bearer capability information element from T1.607-2000 and not all capabilities coded here are supported at this time.

Note: The information shown only describes octets 1 and 2. These octets are only used for circuit based voice calls that sprint would pass to KMC over the interconnecting trunk groups.

The following codes are used in the subfields of the user service information parameter field:

(1) *Extension indicator (ext)*

- 0 octet continues through the next octet (for example, octet 2 to 2a, 2a to 2b, 3 to 3a)
- 1 last octet

Octets 1 - 3a

(2) *Coding standard (octet 1)*

- 00 ITU-T standardized coding (see note)
- 10 national standard as described below

All other values are reserved (no interpretation)

NOTE: The coding described below is the ITU-T coding, except those codepoints indicated as national standard.

(3) Information transfer capability (octet 1)

0 0 0 0 0	speech
0 1 0 0 0	unrestricted digital information
0 1 0 0 1	restricted digital information (see note)
1 0 0 0 0	3.1 kHz audio
1 0 0 0 1	unrestricted digital information with tones and announcements (UDI-TA) (formerly, 7 kHz audio)

All other values are reserved (no interpretation)

NOTE - Only permitted in conjunction with 64 kbit/s information transfer rate. See ITU-T Recommendation I.340, Appendix 1, for details.

(4) Transfer mode (octet 2)

0 0	circuit mode
1 0	packet mode

All other values are reserved (no interpretation)

(5) Information transfer rate (octets 2 and 2b) (see note 1)

0 0 0 0 0	This code shall be used for packet mode calls
1 0 0 0 0	64 kbit/s (see note 2)
1 0 0 1 1	384 kbit/s
1 0 1 0 0	1472 kbit/s (see note 3)
1 0 1 0 1	1536 kbit/s
1 0 1 1 1	1920 kbit/s
1 1 0 0 0	Multi-rate (64 kbit/s based) (see note 4)

All other values are reserved (no interpretation)

	8	7	6	5	4	3	2	1
1	1 ext	Coding standard		Information transfer capability				
2	0/1 ext	Transfer mode		Information transfer rate				
2a* Note 1	0/1 ext	Structure			Configuration		Establishment	
2b* Note 1	1 ext	Symmetry		Information transfer rate (destination to origination)				
2.1* Note 5	1 ext	Rate Multiplier						
3*	0/1 ext	0 1 Layer 1 ident.		User information layer 1 protocol				
3a* Note 4	0/1 ext	synch/ asynch	negot.	User rate				
3b* Note 2	0/1 ext	Intermediate rate		NIC on Tx	NIC on Rx	Flow control on Tx	Flow control on Rx	spare
3b* Note 3	0/1 ext	Hdr/ no hdr	Multi frame	Mode	LLI negot.	Assignor/ assignee	Inband outband	spare
3c* Note 4	0/1 ext	Number of stop bits		Number of data bits		Parity		
3d* Note 4	1 ext	Duplex mode	Modem type					
4*	1 ext	1 0 Layer 2 ident.		User information layer 2 protocol				
5*	1 ext	1 1 Layer 3 ident.		User information layer 3 protocol				

Called Party Number

The format of the called party number parameter field corresponds to the format shown below.

The following codes are used in the subfields of the called party number parameter field:

(1) *Odd/even indicator*

0 even number of address signals

1 odd number of address signals

(2) *Nature of address indicator*

000000 spare (no interpretation)

000001 subscriber number

000010 spare, reserved for national use (no interpretation)

000011 national (significant) number

0000100 international number

0000101 }

to }

1110000 }

1110001 subscriber number, operator requested

1110010 national number, operator requested

1 1 1 0 0 1 1	international number, operator requested
1 1 1 0 1 0 0	no number present, operator requested
1 1 1 0 1 0 1	no number present, cut-through call to carrier
1 1 1 0 1 1 0	950+ call from local exchange carrier public station, hotel/motel, or non-exchange access end office
1 1 1 0 1 1 1	test line test code
1 1 1 1 0 0 0 }	
to }	reserved for network specific use (no interpretation)
1 1 1 1 1 1 0 }	
1 1 1 1 1 1 1	spare (no interpretation)

(3) *Numbering plan indicator*

0 0 0	unknown (no interpretation)
0 0 1	ISDN (Telephony) numbering plan (Recommendation E.164)
0 1 0	spare (no interpretation)
0 1 1	reserved (ITU-T: Data numbering plan)
1 0 0	reserved (ITU-T: Telex numbering plan)
1 0 1	Private numbering plan
1 1 0	spare (no interpretation)
1 1 1	spare (no interpretation)

(4) *Address signal*

0 0 0 0	digit 0
0 0 0 1	digit 1
0 0 1 0	digit 2
0 0 1 1	digit 3
0 1 0 0	digit 4
0 1 0 1	digit 5
0 1 1 0	digit 6
0 1 1 1	digit 7
1 0 0 0	digit 8
1 0 0 1	digit 9
1 0 1 0	spare (no interpretation)
1 0 1 1	code 11
1 1 0 0	code 12
1 1 0 1	spare (no interpretation)
1 1 1 0	spare (no interpretation)
1 1 1 1	ST (Reserved) (no interpretation)

The most significant address signal is sent first. Subsequent address signals are sent in successive 4-bit fields.

(5) *Filler*

In case of an odd number of address signals, the filler code 0 0 0 0 is inserted after the last address signal.

	8	7	6	5	4	3	2	1
1	Odd/Even	Nature of address indicator						
2	Spare	Numbering plan			Reserved			
3	2nd address		signal	1st address		signal		
n	Filler (if necessary)			nth address		signal		

Calling Party Number (Optional)

The format of the calling party number parameter field corresponds to the format shown below.

The following codes are used in the subfields of the calling party number parameter field:

(1) *Odd/even indicator: See 3.6(1)*

(2) *Nature of address indicator:*

0000000	spare (no interpretation)
0000001	unique subscriber number
0000010	spare, reserved for national use (no interpretation)
0000011	unique national (significant) number
0000100	unique international number
0000101	}
to	} spare (no interpretation)
1110000	}
1110001	non-unique subscriber number
1110010	spare, reserved for national use (no interpretation)
1110011	non-unique national (significant) number
1110100	non-unique international number
1110101	spare (no interpretation)
1110110	spare (no interpretation)
1110111	test line test code
1111000	}
to	} reserved for network specific use (no interpretation)
1111110	}
1111111	spare (no interpretation)

(3) *Numbering plan indicator: See 3.6(3)*

(4) *Address presentation restricted indicator (Pres.)*

00	presentation allowed
01	presentation restricted (default)
10	spare
11	spare

- (5) *Screening indicator*
- 0 0 reserved (for "user provided, not screened")
 - 0 1 user provided, screening passed
 - 1 0 reserved (for "user provided, screening failed")
 - 1 1 network provided

(6) *Address signal: See 3.6(4), as applicable*

(7) *Filler: See 3.6(5)*

	8	7	6	5	4	3	2	1
1	Odd/Even	Nature of address indicator						
2	Spare	Numbering plan			Pres		Screening	
3	2nd address signal				1st address signal			
n	Filler (if necessary)				nth address signal			

Calling Party's Category

The format of the calling party's category parameter field shall be as shown below.

The following codes are used in the calling party's category parameter field:

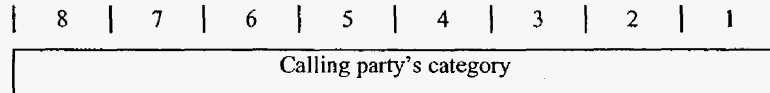
0 0 0 0 0 0 0 0	calling party's category unknown (default)
0 0 0 0 0 0 0 1	operator, language French }
0 0 0 0 0 0 1 0	operator, language English }
0 0 0 0 0 0 1 1	operator, language German } (No procedure specified for U.S. networks)
0 0 0 0 0 1 0 0	operator, language Russian }
0 0 0 0 0 1 0 1	operator, language Spanish }
0 0 0 0 0 1 1 0	}
0 0 0 0 0 1 1 1	} available to administrations for selecting a particular language by mutual
0 0 0 0 1 0 0 0	} agreement
0 0 0 0 1 0 0 1	national operator (note)
0 0 0 0 1 0 1 0	ordinary calling subscriber
0 0 0 0 1 0 1 1	calling subscriber with priority (No procedure specified for U.S. networks)
0 0 0 0 1 1 0 0	data call (voice band data) (No procedure specified for U.S. networks)
0 0 0 0 1 1 0 1	test call
0 0 0 0 1 1 1 0	spare
0 0 0 0 1 1 1 1	payphone (No procedure specified for U.S. networks)
0 0 0 1 0 0 0 0	}
to	} ITU-T spare
1 1 0 1 1 1 1 1	}
1 1 1 0 0 0 0 0	emergency service call
1 1 1 0 0 0 0 1	high priority emergency service call
1 1 1 0 0 0 1 0	National Security and Emergency Preparedness (NS/EP) Call
1 1 1 0 0 0 1 1	}
to	} ANSI spare

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11101111 }
11110000 }
   to      } network specific use
11111110 }
11111111 reserved for expansion

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NOTE - CCITT Recommendation Q.104 allows national networks to use this code to indicate that the calling party is a national operator.



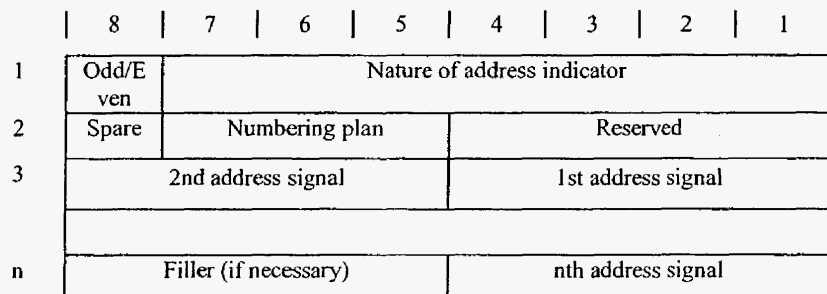
Charge Number (Optional)

The format of the charge number parameter field shall be as shown below.

The following codes are used in the subfields of the charge number parameter field:

- (1) *Odd/even indicator. See 3.6(1)*
- (2) *Nature of address indicator*
 - 0000000 spare
 - 0000001 ANI of the calling party; subscriber number
 - 0000010 ANI not available or not provided
 - 0000011 ANI of the calling party; national number
 - 0000100 spare
 - 0000101 ANI of the called party; subscriber number
 - 0000110 ANI of the called party; no number present
 - 0000111 ANI of the called party; national number
 - 0001000 }
 - to }
 - 1110111 }
 - 1111000 }
 - to }
 - 1111110 }
 - 1111111 spare

- (3) *Numbering plan indicator. See 3.6(3)*
- (4) *Address signal. see 3.6(4), as applicable*
- (5) *Filler. see 3.6(5)*

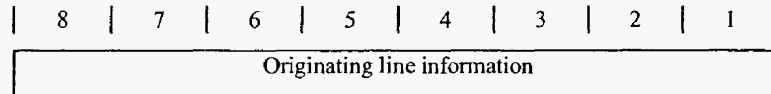


Originating Line Information (Optional)

The format of the originating line information parameter field shall be as shown below.

The following codes are used in the originating line information parameter field:

0 0 0 0 0 0 0 0	}	
to	}	binary equivalent of the II digits ¹ (administered by the NANP Administrator. See Annex C)
0 1 1 0 0 0 1 1	}	
0 1 1 0 0 1 0 0	}	
to	}	reserved for future expansion (no interpretation)
1 1 1 1 1 1 1 1	}	

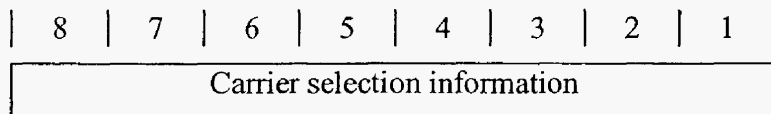


Carrier Selection Information (Optional)

The format of the carrier selection information parameter shall be as shown below.

The following codes are used in the carrier selection parameter field:

0 0 0 0 0 0 0 0		no indication (default)
0 0 0 0 0 0 0 1		selected carrier identification presubscribed and not input by calling party
0 0 0 0 0 0 1 0		selected carrier identification presubscribed and input by calling party
0 0 0 0 0 0 1 1		selected carrier identification presubscribed, input by calling party undetermined
0 0 0 0 0 1 0 0		selected carrier identification not presubscribed and input by calling party
0 0 0 0 0 1 0 1		primary preferred carrier of the charged party
0 0 0 0 0 1 1 0		alternate preferred carrier of the charged party
0 0 0 0 0 1 1 1		selected carrier identification presubscription unknown (verbal) instructions from the calling party
0 0 0 0 1 0 0 0		selected carrier identification presubscription unknown (verbal) instructions from the charged party
0 0 0 0 1 0 0 1		emergency call handling
0 0 0 0 1 0 1 0	}	
to	}	spare
1 1 1 1 1 1 1 0	}	
1 1 1 1 1 1 1 1	}	reserved



Generic Address Parameter (Optional [for LNP])

The format of the generic address parameter field shall be as shown below.

The following codes are used in the sub-fields of the generic address parameter field:

(1) Type of Address

0 0 0 0 0 0 0 0	dialled number
0 0 0 0 0 0 0 1	destination number
0 0 0 0 0 0 1 0	supplemental user provided calling address - failed network screening

¹ The existing II digit values can be found in the Telcordia Technologies "Local Exchange Routing Guide".

0 0 0 0 0 0 1 1	supplemental user provided calling address - not screened
0 0 0 0 0 1 0 0	completion number
0 0 0 0 0 1 0 1 }	
to }	ITU-T spare
0 1 1 1 1 1 1 1 }	
1 0 0 0 0 0 0 0 }	
to }	network specific use
1 0 1 1 1 1 1 1 }	
1 1 0 0 0 0 0 0	ported number
1 1 0 0 0 0 0 1 }	
to }	ANSI spare
1 1 1 1 0 1 0 1 }	
1 1 1 1 0 1 1 0	alternately billed number (third number)
1 1 1 1 0 1 1 1	associated forward number
1 1 1 1 1 0 0 0	transfer number 6 (note)
1 1 1 1 1 0 0 1	transfer number 5 (note)
1 1 1 1 1 0 1 0	transfer number 4 (note)
1 1 1 1 1 0 1 1	transfer number 3 (note)
1 1 1 1 1 1 0 0	transfer number 2 (note)
1 1 1 1 1 1 0 1	transfer number 1 (note)
1 1 1 1 1 1 1 0	Caller's Emergency Service Identification (CESID) (note)
1 1 1 1 1 1 1 1	reserved for expansion

NOTE – Previously used in T1.628-1993.

(2) *Odd/even indicator. See 3.6(1)*

(3) *Nature of address indicator.*

For type of address = dialled number

0 0 0 0 0 0 0	spare
0 0 0 0 0 0 1	subscriber number
0 0 0 0 0 1 0	spare reserved, for national use
0 0 0 0 0 1 1	national number
0 0 0 0 1 0 0	international number
0 0 0 0 1 0 1	spare
0 0 0 0 1 1 0	abbreviated number
0 0 0 0 1 1 1 }	
to }	spare
1 1 1 1 1 1 1 }	

For type of address = destination number, see type of address = dialled number

For type of address = supplemental user provided calling address, see 3.7(2) as applicable

For type of address = completion number, see 3.6(2) as applicable

For type of address = ported number

0 0 0 0 0 1 1 national (significant) number

(4) *Numbering plan indicator.*

For type of address = ported number

001 ISDN (Telephony) numbering plan

For other types of address, see 3.6(3).

(5) *Address presentation restricted indicator (Pres.)*. See 3.7(4)

Not applicable for type of address of ported number.

(6) *Address signal*. See 3.6(4), as applicable

(7) *Filler*. See 3.6(5)

	8	7	6	5	4	3	2	1
1	Type of address							
2	Odd/Even	Nature of address indicator						
3	Spare	Numbering plan			Pres		Reserved	
4	2nd address signal				1st address signal			
n	Filler (if necessary)				nth address signal			

Hop Counter (Optional)

The format of the hop counter parameter field shall be as shown below.

The hop counter subfield contains the binary representation of the number of contiguous SS7 interexchange circuits that are allowed to complete the call.

8	7	6	5	4	3	2	1
Spare				Hop counter			

Jurisdiction Information (Optional [for LNP])

The format of the jurisdiction information parameter field shall be as shown below

The following codes are used in the jurisdiction information parameter field:

Address signal. See 3.6(4), as applicable

8	7	6	5	4	3	2	1
2nd Address signal				1st Address signal			
4th Address signal				3rd Address signal			
6th Address signal				5th Address signal			

As far as the second question above, the difference between Sprint’s signaling and KMC’s signaling is that Sprint does not provide local numbering for a PRI customer that is not physically located in the local calling area in which the calls originate or terminate. That is, both the Calling Party Number and the Charge Party Number would have an NPA/NXX that would be a local call to the local calling area of where the call originated, not a Charge Party number that

had no relationship to where the call originated, as was the case with the subject KMC traffic in Sprint's complaint where the Calling Party Numbers were from access lines that were not only not located in the local calling area but were from multiple interstate and intrastate interLATA distant toll locations (and, as indicated by the Correlated Call Records data the KMC calls were actually billed to the originating residential end users as toll calls).

Interrogatory 78: Please describe in detail how the Sprint "SS7 CDR Summary Reports" referred to in Sprint's Response to KMC's Interrogatory No. 15 were generated, including but not limited to an explanation of the extent to which the Reports rely upon actual minutes of use, comprehensive use or sampling of CDRs, and trunk utilization reports generated by switch sampling techniques.

Response: There is no sampling. All the data is based upon the actual SS7 Call Detail Records for each month. The Agilent SS7 Summary Report is a monthly summary of the actual SS7 Call Detail Records for all Sprint customers. The SS7 data fields are extracted into a monthly report to provide information by the call date, carrier, state, ATGN, TGSN, transit flag, no CPN flag, interstate minutes, intrastate minutes, local minutes and total calls. Sprint extracts KMC specific data, through an Access database, for the identified local interconnection trunks. This SS7 data is used to determine the monthly PLU and PIU factors which then are applied against the billed minutes.

Supplemental Response: Please see attached Excel spreadsheet.

Interrogatory 79: Explain in detail how the PIUs and PLUs on the documents characterized as "KMC CLEC PLU Backbilling" documents provided by Sprint in Response to KMC's Interrogatory No. 1(a) on February 21, 2005, (and attached as Exhibit KJF-1 to Sprint witness Farnan's prefiled direct testimony) were calculated. If not all of

the PLUs and PIUs were calculated in the same manner, please identify which PLUs and PIUs were not and explain any differences.

Response: Sprint uses the same methodology to calculate the monthly PLU and PIU factors from the SS7 data in the monthly KMC CLEC PLU Backbilling documents. Sprint pulls the SS7 data each month for KMC and calculates the PLU and PIU factors from the jurisdiction on the minutes in the SS7 Summary Report. Sprint extracts the billed minutes from KMC's interconnection bill in CASS for the same time period and applies the SS7 PLU and PIU factors against the total billed minutes. A true-up is done to the billed minutes to determine the difference of what is initially billed as local and intralata toll minutes and the corrected amount to include the additional access charges.

Supplemental Response: Please see attached Excel spreadsheet.

DATED this 17th day of June 2005.

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ATTORNEY FOR SPRINT

**Sprint LTD - Florida
CLEC PLU and PIU Backbilling for KMC Telecom
Access Arbitrage Process**

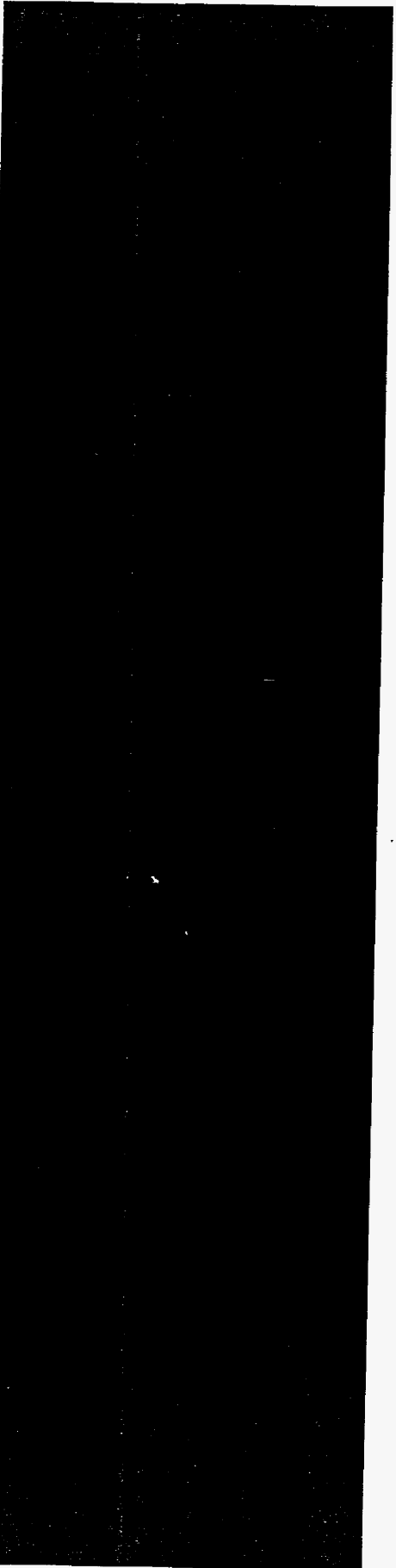
<u>STEP</u>	<u>PROCESS</u>	<u>EXPLANATION</u>
1	Identify high volumes of access traffic on non access trunks	Finance reviews monthly summary report of SS7 traffic with minutes by jurisdiction is used to identify customers with high volume of access over local interconnection trunks.
2	Perform trunk inventory	Network performs detailed trunk inventory to validate there are no translations issues and all trunks belong to customer. Also identifies and separates trunks designated as local interconnection, wireless and IXC.
3	validate AMA	Network works with Billing Services to validate AMA is recording on all trunks
4	Verify access over local trunks	Network analyzes SS7 CDRs for multiple days to validate access over local trunks.
5	Reevaluate traffic	Once translations issues, if any, have been corrected, Network re-analyzes the traffic for access over local trunks. Call correlation can only occur for calls that originate and terminate with Sprint users or where Sprint serves as the Tandem provider. Therefore, not all calls can be correlated. The correlation shows multiple legs of the same call and can identify what information was included in the SS7 data for each leg. This is particularly beneficial to identify and validate Charge Party Number fields and what was populated when the call was sent out by Sprint and what was inserted/alterd when the call terminated to Sprint.
6	Analyze correlated call records	
7	Confirm owner of Charge Party Number	Network validates company assigned the Charge Party Number using the LERG.
8	Determine if numbers are ported	Network validates individual numbers are not ported with National Portability Administrative Center (NPAC)
9	Calculate financial impact	Finance calculates adjustment for Billing to post, as described in Calculation Process

Sprint LTD - Florida (Co 27 & Co 39)
 CLEC PLU and PIU Backbilling for KMC Telecom
 Calculation Process

<u>LINE ITEM</u>	<u>LINE ITEM DESCRIPTION</u>	<u>EXPLANATION</u>
1	Billed MOU	Data is extracted from Sprint's Customer Access Supprt System (CASS) billing system by jurisdiction. CASS bills based on AMA records and MOU are jurisdictionalized using Originating Number to Terminating Number. This is in accordance with Telcordia Standard GR-394-CORE Section 3.2.2.2,E "Calling Party Number/Charge Number". In a Bill and Keep situation, billable and non-billable minutes are extracted to ensure all traffic is captured for re-jurisdictionalization (see step 5).
2	Billed Percent of Total	Calculated using Billed MOU. It is the usage by jurisdiction divided by total usage (Billed PLU factor).
3	Total Approximate Monthly Usage Charges	Calculated based on Billed Usage applied to the State Yield/Contract Rates. Access rates are based on Sprint's interstate and intrastate tariffs . Local rates are per the Interconnection Agreement.
4	Corrected PLU	Correct jurisdiction as determined by actual SS7 traffic. Data is extracted from SS7 data warehouse for each month for customer's specific trunk groups. Daily Call Detail Records (CDRs) are summarized into a monthly report by Date, Minutes by Jurisdiction, Called State, Carrier, Transit and No CPN flags, Trunk Group Number and Two-Six Code and total Calls. SS7 jurisdictionalizes based on Calling Party Number to Called Party Number. The Corrected PLU is calculated based on SS7 minutes by jurisdiction divided by total SS7 minutes.
5	Adjusted Billed MOU	Billed MOU are re-jurisdictionalized using Billed MOU times Corrected PLU. In a Bill and Keep situation only Transit Local usage and access usage are billed.
6	State Yield/Contract Rates	State and Company specific rates used for the Customer. Access rates are based on Sprint's interstate and intrastate tariffs . Local rates are per the Interconnection Agreement.
7	Corrected Billing	Calculated by applying the Adjusted Billed MOU against the State Yield/Contract Rates
8	Additional Monthly Switched Access Billing	The additional amount owed by the customer based upon the difference of the Approximate Monthly Usage Charges and the Corrected Billing.

Sprint LTD - Florida
CLEC PLU Adjustment for KMC Telecom
March 2004

LINE ITEM:	CO 27				CO 39			
	Interstate	Intrastate	Local	Grand Total	Interstate	Intrastate	Local	Grand Total



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 TO STAFF'S THIRD SET OF INTERROGATORIES (NOS. 21-23) AND SECOND REQUEST FOR PRODUCTION OF DOCUMENTS (NO. 3)

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 to Staff's Third Set of Interrogatories and Second Request for Production of Documents, which were served on Sprint on June 14, 2005.

<u>Interrogatory</u>	<u>Prepared by</u>	<u>Title</u>
21	Dr. Brian K. Staihr Sonia Diedel	Senior Regulatory Economist Financial Analyst III
22	James R. Burt	Director Regulatory Policy
23	James R. Burt	Director Regulatory Policy

INTERROGATORIES

21. **Has Sprint made a determination as to whether the sample it is using to estimate the amount of access charges due from KMC is statistically valid? If your response is affirmative, what is the basis for that determination? What were the results of the determination?**

Response: Sprint does not use sample records to calculate the access charges to KMC for terminating access traffic over their local interconnection trunks. Sprint pulls the SS7 CDR Summary information from the Agilent Business Intelligence Reporting System that compiles the daily SS7 CDRs and summarizes the data by Date, Customer, State, Carrier, ATGN, TGSN, Rate Code, Traffic Use Code, Office, Transit Flag, Interstate MOU, Intrastate MOU, Local MOU, Other MOU and Total Calls. Each month, the SS7 CDR Summary Report is pulled into an Access Database, which in turn is used to pull into an Excel File specific KMC trunks that have been identified as having access. The Excel File is used to calculate the PLU and PIU factors which are applied against the Billed usage to determine the additional access charges billed to KMC. The SS7 CDR Summary data is a summary of 100% of the SS7 call detail records, and thus it is statistically valid.

Sprint provided 27 days of SS7 CDRs to support its back billing of access charges by showing KMC that there is access traffic transported over their local interconnection trunks, inserted Charge Party Number with different NPA than Calling Party Number, and the repetitive use of Charge Party Numbers with NPA of 850 and 239.

Sprint believes that these 27 days of records are a valid sample to show that KMC was terminating access traffic over local interconnection trunks in the manner described above, so that access charges were due to Sprint for this traffic. A sample is statistically valid if it meets two criteria: First, if it is large enough to produce a confidence interval that is a standard accepted range (often something less than 5%) at a standard, accepted confidence level (for

example, a 95% or 99% confidence level.) Second, if it represents the underlying population without bias.

The standard estimate of sample size as a function of confidence level and confidence interval is:

$$SS = \frac{Z^2 * (p) * (1 - p)}{c^2}$$

for an infinite population, or

$$new\ SS = \frac{SS}{1 + \frac{(SS - 1)}{pop}}$$

for a finite population. SS = sample size, c is confidence interval expressed as decimal (4% = .04) and p is percentage (default of .5 for no prior on choice) and pop is population.

The sample provided of 648 hours, using (for practical purposes) an infinite population, produces a 4% confidence interval when pursuing a 95% confidence level. The sample's size meets criteria #1.

Criteria #2, representation of the underlying population without bias: Because the sample was chosen through random number generation and random sampling, each value in the population had an equal probability of being chosen for the sample. This eliminates bias in the sample selection process. Because the population was stratified into months, technically the process could be characterized as stratified random sampling (see document provided in response to POD #3). Within each strata (month), each day (and the associated hours in it) shared an equal probability for inclusion in the sample as the hours in every other day. The random number generation function in Microsoft Excel was used to obtain the stratified random sample. Therefore the sample was statistically valid in that it was of sufficient size and that it was

unbiased and appropriately representative of the underlying population. That is the result of the determination.

22. Would a PIU have to be established for the local interconnection trunks if it were determined that access charges applied to the traffic in question? Please explain your answer.

Response: No. Sprint's interconnection contract does not allow non-local traffic of the nature being disputed in this proceeding to be placed on local interconnection trunks.

If Sprint were required to support placement of non-local traffic on local interconnection trunks, i.e., multijurisdictional trunking, Sprint would support the use of factors. A factor would be required for both interstate and intrastate access traffic which would require modifications to Sprint's billing systems.

23. If your response to staff's Interrogatory 22 is in the affirmative, would an audit be required per Sprint's tariff? Please explain your answer.

Response: The terms of the interconnection agreement not the tariff would control, to the extent that the local and access traffic was exchanged pursuant to the terms of the interconnection agreement. Sprint's interconnection agreements, as well as Sprint's tariffs, permit but do not require an audit for backbilling purposes. See pre-filed Direct Testimony of James R. Burt beginning on page 7, line 8 through page 8, line 21.

PRODUCTION OF DOCUMENT REQUESTS

3. Please provide any documents in your possession or under your control that support the statistical validity of Sprint's sample of KMC traffic for which access charges are due.

Response: See attachments provided. In addition, Sprint provided the KMC CLEC PLU Backbilling and KMC Backbilling Summary documents which contain the monthly KMC data

from the Sprint Summary CDR reports. These documents were provided in Sprint's
Supplemental Response to KMC's Interrogatory No. 15.

DATED this 5th day of July 2005.

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