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August 30, 2005

BY HAND DELIVERY

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

Re: Docket No. 041144-TP

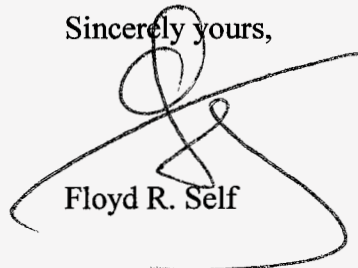
Dear Ms. Bayó:

Enclosed for filing on behalf of KMC Telecom III LLC and KMC Telecom V, Inc. ("KMC") are an original and fifteen copies of KMC Telecom III LLC and KMC Telecom V, Inc.'s Complaint Against Sprint-Florida and Sprint Corp. 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.

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

Thank you for your assistance with this filing.

Sincerely yours,



Floyd R. Self

FRS/amb
Enclosures
cc: Parties of Record

DOCUMENT NUMBER-D,

DOWNTOWN OFFICE, 215 South Monroe Street, Suite 701 • Tallahassee, FL 32301 • Phone (850) 222-0720 • Fax (850) 224-4350
NORTHEAST OFFICE, 3116 Capital Circle, NE, Suite 5 • Tallahassee, FL 32308 • Phone (850) 668-5246 • Fax (850) 668-5613

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FPSC-COMMISSION CLI

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of KMC Telecom III LLC and)	
KMC Telecom V, Inc. Against Sprint-Florida)	
and Sprint Corp. for failure to pay intrastate)	Docket No.
access charges pursuant to its interconnection)	Filed: August 30, 2005
agreement and Sprint's tariffs and for violation)	
of Section 364.16(3)(a), Florida Statutes.)	
_____)	

COMPLAINT

KMC Telecom III LLC and KMC Telecom V, Inc. (collectively "KMC") through its undersigned counsel and pursuant to Rules 28-106.201 and 25-22.036, Florida Administrative Code, hereby files this Complaint against Sprint-Florida, Inc. ("Sprint-FL") and Sprint Communications, Company, L.P. ("Sprint IXC") (collectively, the "Sprint Companies").

KMC is seeking an order finding that:

(1) Sprint-FL is in violation of its Interconnection Agreement with KMC by intentionally and knowingly misrouting interexchange telephone traffic to KMC as local traffic, thus avoiding and underpaying access charges due to KMC;

(2) Sprint-FL is in violation of Section 364.16(3), Florida Statutes for knowingly delivering traffic for which terminating access charges should otherwise apply over local interconnection trunks to KMC, thereby preventing KMC from collecting access charges;

(3) Sprint IXC has intentionally and knowingly misrouted interexchange traffic to KMC as local traffic, thus avoiding and underpaying access charges due to KMC under KMC's tariffs;

(4) Sprint-FL has unlawfully, and in violation of its settlement and interconnection agreement with KMC, withheld reciprocal compensation payments from KMC;

As a result of those findings, KMC requests that the Commission:

(1) order the Sprint Companies to pay KMC all amounts due for the avoided access charges and reciprocal compensation payments; and

(2) order such other relief as the Commission deems appropriate, including the assessment of penalties against Sprint-FL to the fullest extent allowed by Section 364.285, Florida Statutes.

In support of this requested relief, KMC asserts the following:

Parties

1. KMC¹ is a certificated competitive local exchange company (“CLEC”) in Florida as defined Section 364.02(4), Florida Statutes. At all times relevant to this Complaint KMC provided local exchange services in Florida, including interconnection services (e.g., transport and termination of telephone exchange traffic) and exchange access services pursuant to its tariffs on file with the Florida Public Service Commission (“the Commission”) and the Federal Communications Commission (“FCC”) and pursuant to interconnection agreements with incumbent local exchange companies (“ILEC”) and other CLECs. Prior to June 30, 2005, KMC also provided a full range of retail local exchange and interexchange services.²

¹ By letter dated March 6, 2001, KMC Telecom Holdings, Inc. advised the Florida Commission of an intra-company reorganization involving its affiliates, KMC Telecom Inc., KMC Telecom II, Inc., and KMC Telecom III, Inc. This intra-company reorganization consolidated three of KMC Telecom Holdings, Inc.’s wholly-owned regulated subsidiaries operating in Florida into one entity, KMC Telecom III, Inc and was approved by the Florida Public Service Commission on July 30, 2001. KMC Telecom III, Inc. was authorized to provide alternative local exchange service pursuant to Certificate No. 7093, issued September 6, 1999. On March 14, 2002, the Florida Public Service Commission issued an Administrative Order acknowledging name change of KMC Telecom III, Inc. to KMC Telecom III, LLC.

² On June 30, 2005, KMC Telecom III LLC transferred all of its customers and assets in the state of Florida to Telcove, Inc. KMC Telecom III LLC no longer provides service in the state of Florida., but KMC Telecom V, Inc. is today providing wholesale telecommunications services in Florida pursuant to its certificates.

2. The name and address of the Petitioner is:

KMC Telecom III LLC
1755 North Brown Road
Lawrenceville, GA 33043-8119

3. All pleadings, orders, notices and other correspondence with respect to this docket should be addressed to:

Floyd R. Self, Esq.
Messer, Caparello & Self, P.A.
215 S. Monroe Street, Suite 701
Tallahassee, FL 32302.

4. The records of the Commission indicate that Sprint-FL is a certificated incumbent local exchange company ("ILEC") in Florida. Sprint-FL provides local wholesale services in Florida, including interconnection services and exchange access services. Sprint-FL also provides retail local exchange services in the State of Florida.

5. To the best of KMC's knowledge, Sprint Communications Company, L.P. ("Sprint IXC") is registered with the Commission to provide interexchange telecommunications services.

6. The Commissioner's records indicate that the contact information for Sprint IXC and Sprint-FL is:

Sprint Communications Company Limited Partnership
c/o Sprint-Florida, Incorporated
P.O. Box 2214 (MCFLTLHO0107)
Tallahassee, Florida 32316-2214

and

Sprint-Florida, Incorporated
P.O. Box 2214 (MCFLTLHO0107)
Tallahassee, Florida 32316-2214

Jurisdiction

7. The Commission has jurisdiction over this Complaint pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 152, 251, and 252, Sections 364.01, 364.02, 364.16, 364.162, 364.163, 364.185, 364.19, 364.27, 364.285, and 364.337, Florida Statutes, and the respective KMC tariffs and interconnection agreements discussed below.

8. The statement of all disputed issues of material fact and a concise statement of the ultimate facts alleged are discussed more fully below in the paragraphs that follow.

Factual Background

A. The Access Charges Claims

9. KMC and Sprint-FL have had a relationship governed by a series of local interconnection agreements that have been in place over the past several years.³ From June 2002 through June 2003, local interconnection and traffic exchange between Sprint-FL and KMC was governed by KMC's adoption of the 1997 MCI-Sprint Interconnection Agreement ("MCI-Sprint Agreement 1"), approved by Commission Order PSC-99-1413-FOF-TP, and the June 2002 Amendment to the MCI-Sprint Agreement ("Amendment No. 1"), which addressed, among other things, reciprocal compensation arrangements. On June 20, 2003, KMC adopted the FDN-Sprint Interconnection Agreement dated December 27, 2001. Then on June 14, 2004, KMC adopted a new MCI-Sprint Interconnection Agreement ("MCI-Sprint Agreement 2"). Finally, on April 1, 2005, KMC and Sprint entered into a negotiated Interconnection Agreement. This 2005 agreement currently governs the KMC-Sprint-FL interconnection arrangements in the Florida

³ Each of the interconnection agreements are a matter of public record with the Commission. Because of their volume KMC is not attaching them to this complaint as Sprint-FL has copies of these documents. But KMC will provide Sprint-FL copies as requested.

markets where the two companies are interconnected, Tallahassee and Fort Myers, except, as explained below, for reciprocal compensation arrangements, which are still governed by the terms of a May 2002 Settlement and Release Agreement that is embodied in Amendment No. 1.

10. Under the listed interconnection agreements, the default arrangement provides that the parties establish and maintain separate trunk groups for different categories of traffic. For example, local exchange traffic is to be sent over local interconnection trunk groups, interLATA and intraLATA toll traffic is to be exchanged over interconnection toll trunks, and so forth. The purpose behind using different trunk groups is to ensure that each party is able to properly jurisdictionalize traffic and to charge the correct entity, whether the other party or another carrier, for its origination or termination services.

11. When KMC terminates traffic to one of its customers that Sprint-FL or another carrier through Sprint-FL sends to KMC, KMC is entitled to compensation. For Sprint-FL originated local traffic, for example, KMC is entitled to charge Sprint-FL reciprocal compensation under the parties' interconnection agreement. Such traffic should be sent over local interconnection trunks. For interexchange traffic destined for a KMC customer in Ft. Myers and Tallahassee and routed through Sprint's tandem switch that originates from a local exchange customer with a local calling plan that does not include the KMC customer, KMC is entitled to assess access charges to the interexchange carrier ("IXC") used by the calling party to make the call. Such traffic that is first routed to Sprint-FL in Ft. Myers or Tallahassee should be sent to KMC by Sprint-FL over toll trunks. Similarly, for interexchange traffic destined for KMC customers in markets where Sprint-FL is not the ILEC, where such traffic is routed through another ILEC's tandem switch, KMC is likewise entitled to assess access charges on the calling party's IXC.

12. After noting a drop in Sprint-IXC traffic sent by Sprint-FL to KMC over toll trunks in Ft. Myers and Tallahassee, KMC analyzed the traffic that Sprint-FL routed to KMC in these two markets. KMC's investigation revealed that, in the Tallahassee and Ft. Myers markets, Sprint-FL as of April, 2004, effectively stopped sending Sprint IXC traffic to KMC over the toll trunks. As a result, KMC's access revenues from Sprint IXC in these two markets dropped almost to zero, where previously revenues had been on the order of \$15,000.00 per month. This drop in access charge revenues cannot be explained by a drop in the number of KMC end user customers in these two markets or a material change in their makeup. Further investigation demonstrated that Sprint IXC traffic to KMC customers in these markets is now coming over the Sprint-FL local interconnection trunks.

13. Based on these initial findings, KMC expanded its investigation to include Sprint IXC traffic that terminated to KMC in other KMC Florida Markets, looking back through early 2002.

14. The resulting analysis found that there were gross, often abrupt, declines, and in a few cases inexplicable extreme swings, in the volume of Sprint IXC minutes being sent to KMC by ILECs over toll interconnection trunks. Because the numbers of KMC end user access lines in these markets remained generally constant over the relevant periods, these declines and swings could not be explained by a decline or change in the number of KMC end user customer in these markets or in the nature of the end users. For example, in Tallahassee there were 24% fewer KMC lines but all of the access minutes are gone, and in Ft. Myers, there were 8% more KMC lines but a loss of 68% of the access minutes.

15. In addition to examining the monthly volumes of Sprint IXC traffic sent by ILECs in Florida markets and terminated by KMC, KMC also analyzed SS7 data recorded by monitoring equipment installed by KMC in an effort to better understand the causes for the declines. KMC

determined that a significant number of calls sent to KMC from Sprint-FL over Sprint-FL's local interconnection trunks in Tallahassee were originated in another state (Interstate) or another Florida LATA (Intrastate InterLATA). The SS7 call records used in the study did not contain the required Carrier Identification Code ("CIC") fields for the Interstate and Intrastate InterLATA call records. As a result, KMC initially was unable to identify the Interexchange Carrier ("IXC") that carried the calls. In order to determine the IXC, and the corresponding CIC associated with the originating caller's Calling Party Number ("CPN") for the calls in question, KMC traced terminating access usage records between the two local calling areas Fort Myers and Tallahassee.

16. KMC mapped the study data for Tallahassee to a second set of call records for Fort Myers, which contained the appropriate IXC CIC data correlated with Calling Party Number Information. The comparison data included the Terminating Access Usage Records ("AURs") which are recorded on KMC's behalf in Fort Myers by the tandem service provider, Sprint-FL, and provided to KMC for KMC's use in invoicing IXCs for switched access charges on inbound Interstate and Intrastate InterLATA calls that terminate to KMC's customers through Sprint-FL's Access Tandem via the Carrier Access Billing ("CABs") process. The intent of the mapping was to determine if SS7 Calling Party Numbers for traffic terminated to KMC in Tallahassee could be matched to Terminating AUR Calling Party Number for Fort Myers, thus enabling KMC to identify the IXC CIC in the matching AUR record. Analysis of the matching AUR records demonstrated that Sprint's IXC entity was among the IXCs whose Interstate and Intrastate InterLATA traffic was being regularly routed to KMC from Sprint-FL via local interconnection trunks during the period of the study.

17. KMC's analysis demonstrated that the switched access traffic decline was due to rerouting of switched access traffic via the local interconnection trunk groups. KMC's study identified obvious re-routing of Sprint IXC switched access in Tallahassee by Sprint-FL. This drastic decline in switched access traffic prompted KMC to conduct a trend analysis ("Trend Analysis") of historical Sprint IXC terminating switched access minutes of use ("MOUs") billing volumes in other markets in which KMC operates as a local exchange carrier in Florida. The total revenues diverted by the Sprint Company are summarized in Confidential Exhibit "A" to this Petition.

18. Given the elimination of all access traffic in some instances, and the extreme traffic fluctuations in other markets (where it appears that the Sprint Companies are moving traffic off, on, and then back off the trunks), there is no evidence that the access traffic being redirected is enhanced services traffic. Rather, there is every indication that the variations in traffic are the result of the traffic being rerouted so that they reach KMC through a different path.

B. The Reciprocal Compensation Claims

19. On May 8, 2002, KMC and Sprint executed a Confidential Memorandum of Understanding ("MOU") that resolved several then pending disputes between the parties. See attached Confidential Exhibit "B". Sprint and KMC agreed that for purposes of their interconnection agreements that the FCC's ISP Order (Order FCC 01-131, adopted April 18, 2001) would be deemed effective in Florida on May 1, 2002. Pursuant to this settlement, Sprint and KMC executed Amendment No. 1, dated June 26, 2002, to specifically implement the ISP reciprocal compensation provisions of the MOU. The amendment specified the rates for the exchange of local interconnection traffic as well as Information Access Traffic. By the MOU's specific terms, the reciprocal compensation terms of Amendment No. 1 remain in place until the

parties negotiate new reciprocal compensation terms. At that time the local interconnection arrangements of the parties were governed by KMC's adoption of the MCImetro Access Transmission Services, Inc. interconnection agreement effective April 1, 1999.

20. Sprint made reciprocal compensation payments to KMC pursuant to the MOU and the implementing Amendment 1 until such time as KMC opted into the FDN interconnection agreement in July 2003. KMC's opting into the FDN agreement does not constitute a negotiation of new reciprocal compensation terms. Subsequent to this adoption, Sprint has refused to pay KMC for the reciprocal compensation due and owing under the MOU even though the reciprocal compensation terms of Amendment No. 1 continue to apply.

COUNT I
Violation of Interconnection Agreements

21. KMC realleges the allegations made in paragraphs 1 through 20 of this Complaint as though fully set forth herein.

22. Sprint-FL has been a party to two interconnection agreements with KMC applicable to this dispute. Both agreements obligate Sprint-FL to route interexchange traffic and local traffic to KMC over separate trunks. Both of those agreements recognize that KMC is entitled to access charges for the termination of interexchange traffic sent over toll trunks, and such toll traffic involves any interexchange traffic delivered to Sprint-FL by any toll carrier.

23. From March, 2002 through January, 2005, Sprint-FL misdirected interexchange traffic, including traffic carried by its IXC affiliate, to KMC over local interconnection trunks. However, as set forth herein, KMC was entitled to receive access charges for terminating such traffic. Sprint-FL's misdirection of the interexchange traffic over the local trunks constitutes a violation of Sprint-FL's interconnection agreements with KMC. KMC's damages are in the amount of access charges it was denied as a result of Sprint-FL's routing of access traffic over

local trunks in Tallahassee and Ft. Myers. KMC has estimated the amount of access charges so avoided at [BEGIN CONFIDENTIAL]\$ [REDACTED] [END CONFIDENTIAL], plus interest, for the period from March 2002 through June, 2005. Sprint-FL continues to route interexchange traffic, including that carried by its IXC affiliate, to KMC via its local interconnection trunks. Therefore, KMC reserves the right to amend this count to include additional amounts that have accrued since June, 2005, and will accrue after the filing of this Complaint.

COUNT II
Violation of Section 364.16(3), Florida Statutes

24. KMC realleges the allegations made in paragraphs 1 through 23 of this Complaint as though fully set forth herein.
25. Section 364.16(3)(a), Florida Statutes, provides that:
No local exchange telecommunications company or alternative local exchange telecommunications company shall knowingly deliver traffic, for which terminating access service charges would otherwise apply, through a local interconnection arrangement without paying the appropriate charges for such terminating access service.
26. Furthermore, Section 364.16(3)(b), Florida Statutes, provides that:
Any party with a substantial interest may petition the commission or an investigation of any suspected violation of paragraph (a). In the event any certificated local exchange service provider knowingly violates paragraph (a), the commission shall have jurisdiction to arbitrate bona fide complaints arising from the requirements of the subsection and shall, upon such complaint have access to all relevant customer records and accounts of any telecommunications company.
27. The evidence in this case demonstrates that between March 2002 and June, 2005, Sprint-FL knowingly delivered interexchange traffic to KMC over its local interconnection trunks in Tallahassee and Ft. Myers. As set forth herein, because it did so, Sprint-FL should have paid KMC access charges for the termination of interexchange traffic.

28. Based on the gross and otherwise inexplicable decline in monthly interexchange traffic occurring over the period from March, 2002 through June, 2005, KMC alleges that Sprint-FL knew that traffic delivered to KMC over local trunk lines was, in fact, interexchange traffic, and that such traffic was knowingly delivered over local trunk lines with the knowledge and intent that such method of delivery would result in the avoidance of payment of the applicable access charges to KMC.

29. Based on the foregoing, Sprint-FL has violated Section 364.16(3)(a), Florida Statutes, by knowingly delivering traffic for which terminating access service charges would otherwise apply, through a local interconnection arrangement without paying the appropriate charges for such terminating access service. KMC has estimated the amount of access charges so avoided at [BEGIN CONFIDENTIAL] \$ [REDACTED] [END CONFIDENTIAL], plus interest, for the period from March 2002 through June, 2005. Sprint-FL continues to route interexchange traffic, including that carried by its IXC affiliate, to KMC via its local interconnection trunks. Therefore, KMC reserves the right to amend this count to include additional amounts that have accrued since June, 2005, and will accrue after the filing of this Complaint.

COUNT III
Failure to Pay Tariffed Charges

30. KMC realleges the allegations made in paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. During the entire period, March 2002 through the present, KMC has had on file with the Florida Public Service Commission access tariffs by which KMC provides IXCs access services and assesses charges for such services. KMC's access tariffs call for payment of access charges by IXCs for KMC's termination of interexchange traffic to KMC end users, whether the traffic is handed off by the IXC directly, or through other providers, for example through an incumbent

LEC's access tandem switch, or another LEC's switching facilities, or both in combination, before being routed to KMC for termination.

32. From March 2002 through June 2005, Sprint IXC misdirected interexchange traffic through arrangements that ensured KMC received Sprint IXC's interexchange traffic over local interconnection trunks that KMC maintained with incumbent local exchange carriers in the following markets: Clearwater, Daytona Beach, Ft. Myers, Melbourne, Pensacola, Sarasota, and Tallahassee. Under KMC's tariffed terms and conditions in effect during the relevant period, Sprint IXC was required to pay access charges to KMC for such traffic. Through Sprint IXC's misdirection of the interexchange traffic such that KMC received such traffic over local interconnection trunks, the interstate nature of such traffic was masked and KMC was unable to bill Sprint IXC as provided for in KMC's tariffed terms and conditions. Nonetheless, by terminating the Sprint IXC interexchange traffic received over local interconnection trunks, KMC provided Sprint IXC with access services. Sprint IXC's use of KMC's access services without paying therefore constitutes a violation of KMC's tariffed terms and conditions on file with the Commission. KMC has estimated the amount of access charges so avoided by Sprint IXC at **[BEGIN CONFIDENTIAL]** \$ **[REDACTED]** **[END CONFIDENTIAL]**, plus interest, for the period from March 2002 through June, 2005. Sprint IXC continues to route interexchange traffic to KMC via local interconnection trunks. Therefore, KMC reserves the right to amend this count to include additional amounts that have accrued since June, 2005, and will accrue after the filing of this Complaint.

COUNT IV
Violation of Confidential Settlement and Release Agreement

33. KMC realleges the allegations made in paragraphs 1 through 32 of this Complaint as though fully set forth herein.

34. KMC and Sprint-FL did, by adoption of the Confidential Settlement and Release Agreement agree and settle that the parties would pay reciprocal compensation to each other for ISP bound traffic under Amendment No. 1's terms and conditions until a new reciprocal compensation arrangement was negotiated. This document is binding by its terms and has not been superseded by any subsequent negotiated agreement of the parties.

35. KMC has terminated millions of minutes of Sprint-FL-originated ISP-bound traffic for which compensation is due under Amendment No. 1 from June 1, 2003 and June 15, 2004, and has billed Sprint-FL therefor. However, KMC has not received any payment from Sprint-FL for these termination services.

36. Based on the foregoing, Sprint has violated the Confidential Settlement and Release Agreement and Amendment No. 1 by ceasing to make the necessary reciprocal compensation payments due and owing to KMC. KMC has estimated the amount of reciprocal compensation due and owing to KMC to be [BEGIN CONFIDENTIAL] \$ [REDACTED] [END CONFIDENTIAL], plus interested and late payment charges, for the period from May, 2002 through June, 2005. Sprint-FL continues to terminate traffic subject to reciprocal compensation to KMC. Therefore, KMC reserves the right to amend this count to include additional amounts that have accrued since June, 2005, and will accrue after the filing of this Complaint.

Count V
Violation of Interconnection Agreement

37. KMC realleges the allegations made in paragraphs 1 through 36 of this Complaint as though fully set forth herein.

38. In addition to Sprint-FL's unwillingness to satisfy its obligations under the Confidential Settlement and Release Agreement between KMC and Sprint-FL and the related implementing interconnection agreement amendment, Sprint has also violated the terms of the underlying

interconnection agreement, the FDN-Sprint Interconnection Agreement. The FDN-Sprint Interconnection Agreement explicitly provides that “‘Bill and Keep’ is only applicable if terminating traffic between the Parties is balanced within 10 percent.” Sprint-FL is well aware that the traffic exchange between KMC and Sprint-FL is not balanced within 10 percent. Sprint had an obligation to monitor and compensate KMC for this out of balance traffic to the extent that Sprint-FL did not proactively seek to evaluate this fact, Sprint-FL was put on notice of this fact explicitly by KMC.

39. Sprint-FL’s obligations to pay reciprocal compensation under the FDN-Sprint Interconnection Agreement is independent of Sprint-FL’s obligations to pay KMC reciprocal compensation under the terms of the Confidential Settlement Agreement between KMC and Sprint-FL, Sprint-FL can not simply evade its obligations under the clear and resolute terms of the FDN-Sprint Interconnection Agreement, which provide for compensation when traffic is not balanced within 10 percent.

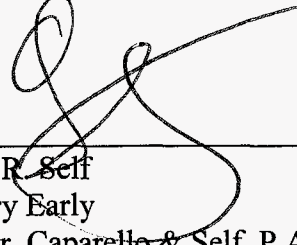
40. Based on the foregoing, Sprint has violated FDN-Sprint Interconnection Agreement by ceasing to make the necessary reciprocal compensation payments due and owing to KMC. KMC has estimated the amount of reciprocal compensation due and owing to KMC to be [BEGIN CONFIDENTIAL] \$ [REDACTED] [END CONFIDENTIAL] plus interest and late payment charges, for the period from June 2003 through June 2004, the effective period for the FDN-Sprint Interconnection Agreement.

PRAYER FOR RELIEF

KMC respectfully requests that the Commission (1) find Sprint-FL to be in violation of its interconnection agreements with KMC by misdirecting interexchange traffic over its local trunks, thereby disguising that traffic as local traffic and preventing KMC from collecting access

charges from the responsible IXCs; (2) find Sprint-FL to be in violation of Section 364.16(3)(a), Florida Statutes for knowingly delivering traffic, for which terminating access service charges would otherwise apply, or causing such traffic to be delivered by local exchange carriers, through a local interconnection arrangement without paying the appropriate charges for such terminating access service; (3) find that Sprint IXC has violated KMC's tariff by causing interexchange traffic subject to access charges to be delivered to KMC as local exchange traffic; (4) find that Sprint-FL has unlawfully, and in violation of its settlement with KMC, withheld reciprocal compensation payments from KMC; (5) require Sprint to pay the sums identified herein for the unpaid access charges (or the access charges KMC was unable to collect) and reciprocal compensation, plus interest at the maximum statutory rate; and (6) fashion such other relief as the Commission finds to be just and equitable under the circumstances, including the assessment of appropriate penalties under Section 364.285, Florida Statutes.

Respectfully submitted,



Floyd R. Self
E. Gary Early
Messer, Caparello & Self, P.A.
Post Office Box 1876
Tallahassee, FL 32302-1876
Telephone: (850) 222-0720
Facsimile: (850) 224-4359
e-mail: fself@lawfla.com
e-mail: gearly@lawfla.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been served upon the following parties by hand delivery (*) and U.S. Mail this 30th day of August, 2005.

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

Susan Masterton, Esq.*
Sprint-Florida, Incorporated
1313 Blair Stone
Tallahassee, FL 32301

Sprint Communications Company Limited Partnership
c/o Sprint-Florida, Incorporated
P.O. Box 2214 (MCFLTLHO0107)
Tallahassee, Florida 32316-2214



Floyd R. Sell

Confidential Complaint Exhibit A

Updated Access Avoidance Revenue Calculations - through June 2005 KMC Billing - Florida Markets

	A	B	C	D	E	F
1	Updated Access Avoidance Revenue Calculations - through June 2005 KMC Billing - Florida Markets					
2						
3						
4				Total Access		
5	<u>KMC Market</u>	<u>Sprint 0333</u>	<u>Other IXC</u>	<u>Avoided</u>		
6	Clearwater					
7	Daytona					
8	Fort Myers					
9	Melbourne					
10	Pensacola					
11	Sarasota					
12	Tallahassee					
13						
14	Total Sprint IXC access avoided:					
15						
16	Total Access Avoided by IXCs in Ft. Myers and Tallahassee:					

EXHIBIT "B"

IS

CONFIDENTIAL