

LAW OFFICES
Messer, Caparello & Self
A Professional Association

Post Office Box 1876
Tallahassee, Florida 32302-1876
Internet: www.lawfla.com

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February 20, 2006

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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 Nos. 050119-TP and 050125-TP

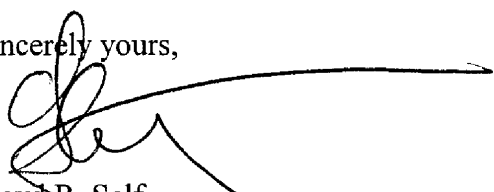
Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint Spectrum Limited Partnership, Nextel South Corporation, Sprint Communications Company Limited Partnership (collectively, "Sprint Nextel") and T-Mobile USA, Inc. is an original and 15 copies of the Joint Prehearing Statement of Sprint Spectrum Limited Partnership, Nextel South Corporation, Sprint Communications Company Limited Partnership and T-Mobile USA, Inc in the above referenced dockets. Also enclosed is a 3 1/2" diskette with the Prehearing Statement on it in MS Word 97/2000/2002/2003.

Please acknowledge receipt of this document 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
Counsel for T-Mobile USA, Inc.

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TPSC-BUREAU OF RECORDS

FRS/amb
Enclosures
cc: Parties of Record

DOCUMENT NUMBER-DATE

01471 FEB 20 06

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC d/b/a Smart City Telecom; ITS Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.

DOCKET NO. 050119-TP

In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC.

DOCKET NO. 050125-TP
Filed: February 20, 2006

JOINT PREHEARING STATEMENT OF SPRINT SPECTRUM LIMITED PARTNERSHIP, NEXTEL SOUTH CORPORATION, SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP AND T-MOBILE USA, INC.

Sprint Spectrum Limited Partnership, Nextel South Corporation, Sprint Communications Company Limited Partnership (collectively, "Sprint Nextel"), and T-Mobile USA, Inc. ("T-Mobile"), pursuant to Order No. PSC-05-1206-PCO-TP, issued December 6, 2005, hereby submit their joint prehearing statement in the above captioned matters.

A. APPEARANCES

Floyd R. Self
Messer, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
Tallahassee, FL 32302
(850) 222-0720 (p)
(850) 224-4351 (f)
fself@lawfla.com
Counsel to T-Mobile USA, Inc.

Michele K. Thomas, Esq.
Sr. Corporate Counsel
T-Mobile
60 Wells Avenue
Newton, MA 02459
(617) 630-3126 (p)
(617) 630-3187 (f)
Michele.Thomas@T-Mobile.com
Counsel to T-Mobile USA, Inc.

William R. Atkinson, Esq.
Sprint Nextel (GA)
Mail Stop GAATLD0602
3065 Cumberland Circle, SE
Atlanta, GA 30339

Vicki Gordon Kaufman
Moyle Flanigan Katz Raymond White &
Krasker, P.A.
118 North Gadsden Street
Tallahassee, FL 32301

DOCUMENT NUMBER - DATE

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(404) 649-4882 (p)
(404) 649-1652 (f)
bill.atkinson@sprint.com
Counsel to Sprint Spectrum Limited
Partnership, Nextel South Corporation, Sprint
Communications Company Limited
Partnership

(850) 681-3828 (p)
(850) 681-8788 (f)
vkaufman@moylelaw.com
Counsel to Sprint Spectrum Limited
Partnership, Nextel South Corporation,
Sprint Communications Company
Limited Partnership

Joseph M. Chiarelli
Sprint Nextel
6450 Sprint Parkway
Mailstop KSOPHN0212-2A411
Overland Park, KS 66251
(913) 315-9223 (p)
(913) 523-9623 (f)
Joe.M.Chiarelli@sprint.com
Counsel to Sprint Spectrum Limited
Partnership, Nextel South Corporation, Sprint
Communications Company Limited
Partnership

B. WITNESSES

| <u>Witness</u> | <u>Main Witness Issues</u> |
|---|----------------------------|
| Billy H. Pruitt (Direct and Rebuttal, Jointly on behalf of T-Mobile and Sprint Nextel) | All |

C. EXHIBITS

| <u>Witness</u> | <u>I.D. No.</u> | <u>Description</u> |
|-----------------------------|-----------------|---|
| Billy H. Pruitt (Direct) | BHP-1 | Diagram of the Network configuration associated with a typical transit scenario |
| Billy H. Pruitt (Direct) | BHP-2 | North Carolina Utility Commission's September 22, 2003 Order Denying Petition in Docket No. P-19, Sub 454 |
| Billy H. Pruitt (Direct) | BHP-3 | Texas Public Utility Commission's February 23, 2005 Arbitration Award in Docket No. 28821 |

| | | |
|-------------------------------|-------|---|
| Billy H. Pruitt (Direct) | BHP-4 | BellSouth Florida rate page “215 of 800” from existing interconnection agreement between BellSouth, Sprint Communications Company Limited Partnership and Sprint Spectrum L.P. |
| Billy H. Pruitt (Direct) | BHP-5 | <i>BellSouth Telecommunications, Inc. 's Petition for a Declaratory Ruling Regarding Transit Traffic, Docket No. 16772-U, “Order on Clarification and Reconsideration” (Georgia Public Service Commission, May 2, 2005)</i> |
| Billy H. Pruitt (Rebuttal) | BHP-6 | Tennessee Regulatory Authority’s January 12, 2006 <i>CELLCO Arbitration Order</i> |

Sprint Nextel and T-Mobile reserve the right to introduce such other exhibits as subsequently may be developed through discovery or for cross-examination purposes.

D. BASIC POSITION

The federal Telecommunications Act of 1996 (“the Act”) provides a specific statutory framework under which Congress granted telecommunications carriers the right to efficiently interconnect their networks directly or indirectly to exchange traffic. Upon interconnecting with BellSouth, a carrier is entitled to the same level of service that BellSouth provides itself, which includes the ability to exchange traffic with other carriers that are interconnected to BellSouth’s network. The ability to utilize BellSouth’s network to reach a third party, i.e. “transiting,” is essential to a connecting carrier’s right to indirectly interconnect and exchange traffic with other carriers that are interconnected with BellSouth. For commercial mobile radio service (“CMRS”) providers or competitive local exchange companies (“CLEC”), such as Sprint Nextel (both a CMRS and a CLEC carrier) and T-Mobile (a CMRS carrier), the ability to indirectly exchange traffic with other carriers by utilizing BellSouth transit services is critical to the deployment of cost-efficient, ubiquitous, and competitive local networks.

Several state utility Commissions have found this transiting function to be an interconnection obligation, and the Federal Communications Commission (“FCC”) has preliminarily concluded that indirect interconnection is an efficient means to exchange traffic between carriers. *In the matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-02, Further Notice of Proposed Rulemaking at ¶ 125 (Rel. March 3, 2005). The requirement in Section 252(d)(1) of the Act that rates for interconnection services must be developed pursuant to Total Element Long Run Incremental Cost (“TELRIC”) pricing standards compels BellSouth’s transit service to be priced at TELRIC rather than on a price cap, commercial, or market basis.

The recent FCC decision, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92, FCC 05-42, Declaratory Ruling and Report and Order (rel. Feb. 24, 2005), referred to herein as “the *T-Mobile Order*,” makes it clear that the appropriate mechanism for establishing compensation arrangements for interconnection services under the Act is through the negotiation and arbitration process. Where carriers choose not to follow that process, no compensation is due. Thus, while BellSouth is entitled to be paid a TELRIC-based rate when a carrier transits BellSouth’s network, the terms under which BellSouth provides and is paid for that service must be established through an interconnection agreement, not by a tariff. Sprint Nextel and T-Mobile have each negotiated interconnection agreements with BellSouth as well as agreements with some of the other parties to this docket. Notwithstanding these contracted arrangements, both indirect interconnection and transit service are appropriately required to foster efficient and competitive networks throughout the state of Florida.

E. ISSUES OF FACT, LAW, AND POLICY AND JOINT PETITIONERS’ POSITIONS

ISSUE 1 Is BellSouth's Transit Service Tariff an appropriate mechanism to address transit service provided by BellSouth?

SPRINT NEXTEL, T-MOBILE POSITION: No. Because transit is an interconnection service, it is not subject to being tariffed unless such tariff constitutes a Statement of Generally Available Terms ("SGAT") under section 252(f) of the Act. The FCC, through the *T-Mobile Order* and its recent rule amendments, established a clear preference for contractual arrangements. Thus, a requesting carrier is entitled to obtain transit, and BellSouth is required to provide transit, pursuant to a negotiated or arbitrated interconnection agreement, and not through the unilateral terms of a non-SGAT tariff.

ISSUE 2 If an originating carrier utilizes the services of BellSouth as a tandem provider to switch and transport traffic to a third party not affiliated with BellSouth, what are the responsibilities of the originating carrier?

SPRINT NEXTEL, T-MOBILE POSITION: An originating carrier that utilizes BellSouth as a tandem provider to transit traffic to a third party that is not affiliated with BellSouth is obligated: 1) to deliver its traffic to BellSouth in an industry standard format that will allow BellSouth and the terminating carrier to identify the originating carrier and minutes of traffic originated by such carrier that are transited by BellSouth to the terminating carrier; 2) upon request of BellSouth or the originating carrier, to negotiate and arbitrate an interconnection agreement with BellSouth that includes terms and conditions regarding BellSouth's transit service; and 3) upon request of the terminating or originating carrier, to negotiate and arbitrate an interconnection agreement with the terminating carrier regarding the mutual exchange of traffic between the two parties' respective networks.

ISSUE 3 Which carrier should be responsible for providing compensation to BellSouth for the provision of the transit transport and switching services?

SPRINT NEXTEL, T-MOBILE POSITION: Pursuant to federal law, the originating carrier is responsible for all costs, including transit costs, associated with delivering traffic originated on its network to the terminating carrier's network. Under the FCC's Calling Party Network Pays ("CPNP") regime, the originating party is not only responsible for the payment of reciprocal compensation to the terminating network party, the originating party is also responsible for all costs associated with the delivery of its originated telecommunications traffic to the terminating party. This principle is based upon the FCC's rule in Subpart H, Reciprocal Compensation, 47 C.F.R. 51.703(b),

ISSUE 4 What is BellSouth's network arrangement for transit traffic and how is it typically routed from an originating party to a terminating third party?

SPRINT NEXTEL, T-MOBILE POSITION: Typically, BellSouth receives traffic delivered to its tandem by an originating carrier over the originating carrier's interconnection facility with BellSouth, and the tandem then routes the traffic to the terminating carrier. The terminating carrier receives the traffic at the point where its network is interconnected with the BellSouth network.

ISSUE 5 Should the FPSC establish the terms and conditions that govern the relationship between an originating carrier and the terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?

SPRINT NEXTEL, T-MOBILE POSITION: No. In the *T-Mobile* decision, the FCC found that interconnecting carriers such as CMRS, CLECs, and the Small LECs should follow the Act and the corresponding FCC rules for the negotiation and arbitration of interconnection agreements. Regarding the Small LECs' relationship with BellSouth as originators of transit traffic, under section 251(a) of the Act, any telecommunications carrier is required to interconnect on a direct or indirect basis. To the extent that the most efficient network alternative for Small LECs to deliver their customer originated traffic to CMRS providers is by sending that intraMTA traffic to a CMRS provider via BellSouth's transit service, the Small LEC should request and enter into an interconnection agreement with BellSouth as provided for under the federal rules and FCC decisions.

ISSUE 6 Should the FPSC determine whether and at what traffic threshold level an originating carrier should be required to forego use of BellSouth's transit service and obtain direct interconnection with a terminating carrier? If so, at what traffic level should an originating carrier be required to obtain direct interconnection with a terminating carrier?

SPRINT NEXTEL, T-MOBILE POSITION: No. Each originating carrier is solely responsible for the methods it uses to deliver its traffic to the terminating carrier's network. As a practical matter, only the originating carrier is in a position to determine how best to route its traffic and meet the needs of its business.

ISSUE 7 How should transit traffic be delivered to the Small LEC's networks?

SPRINT NEXTEL, T-MOBILE POSITION: As a practical matter, transit traffic should be delivered to the Small LECs' networks in the most economically and technically feasible manner possible. It is incumbent upon the transit service provider and the Small LEC to

determine how best their respective networks should be interconnection so transit traffic can be delivered.

ISSUE 8 Should the FPSC establish the terms and conditions that govern the relationship between BellSouth and a terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?

SPRINT NEXTEL, T-MOBILE POSITION: No. Section 251(a) of the Act imposes a duty upon all telecommunications carriers to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. CMRS providers and CLECs have established interconnection agreements with BellSouth that include rates, terms, and conditions for the exchange of traffic with BellSouth and with third-party subtending carriers using BellSouth's transit service. The relationship between a Small LEC, as a terminator of transited traffic, and BellSouth should also be established pursuant to an interconnection agreement between BellSouth and the Small LEC, which should also expressly provide how and what information related to the traffic exchanged will be communicated between the them. Both Sprint Nextel and T-Mobile have such agreements with BellSouth and with some of the other parties to this docket. The relationship between a terminating carrier and a transit service provider exists regardless of the existence of a contract between the terminating carrier and an originating carrier.

ISSUE 9 Should the FPSC establish the terms and conditions of transit traffic between the transit service provider and the Small LECs that originate and terminate transit traffic? If so, what are the terms and conditions?

SPRINT NEXTEL, T-MOBILE POSITION: No. Carriers have the obligation to negotiate or arbitrate interconnection arrangements for the origination, transit, and termination of traffic. Sprint Nextel and T-Mobile have negotiated and will continue to negotiate interconnection agreements for the exchange of such traffic that addresses their unique business needs on a case by case basis. There is no need for the FPSC to impose blanket or arbitrary terms outside of or in opposition to the Act on such relationships, and no legal precedent authorizing it to do so.

ISSUE 10 What effect does transit service have on ISP bound traffic?

SPRINT NEXTEL, T-MOBILE POSITION: CMRS providers do not regularly or routinely handle this type of traffic.

ISSUE 11 How should charges for BellSouth's transit service be determined?

SPRINT NEXTEL, T-MOBILE POSITION: Pursuant to Section 251(c)(2)(d) of the Act, interconnection obligations are expressly required to be provided "on rates, terms and conditions, that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and section 252." In addition, section 252(d) provides the pricing methodology that an ILEC must use in the development of costs associated with "transporting or terminating calls." As previously referenced, the methodology prescribed is the TELRIC cost methodology.

ISSUE 11(a) What is the appropriate rate for transit service?

SPRINT NEXTEL, T-MOBILE POSITION: A TELRIC-based rate for BellSouth's interconnection transit service should be no higher than \$0.0009441.

ISSUE 11(b) What type of traffic do the rates identified in (a) apply?

SPRINT NEXTEL, T-MOBILE POSITION: The rate applies to any originating carrier requesting that its traffic be transited to a third party.

ISSUE 12 Consistent with Order Nos. PSC-05-0517-PAA-TP and PSC-05-0623-CO-TP, have the parties to this docket ("parties") paid BellSouth for transit service provided on or after February 11, 2005? If not, what amounts if any are owed to BellSouth for transit service provided since February 11, 2005?

SPRINT NEXTEL, T-MOBILE POSITION: Sprint Nextel and T-Mobile each have their own respective interconnection agreements with BellSouth, and the parties have fulfilled their obligations under those individual agreements.

ISSUE 13 Have parties paid BellSouth for transit service provided before February 11, 2005? If not, should the parties pay BellSouth for transit service provided before February 11, 2005, and if so, what amounts, if any, are owed to BellSouth for transit service provided before February 11, 2005?

SPRINT NEXTEL, T-MOBILE POSITION: Sprint Nextel and T-Mobile each have their own respective interconnection agreements with BellSouth, and the parties have fulfilled their obligations under those separate agreements.

ISSUE 14 What action, if any, should the FPSC undertake at this time to allow the Small LECs to recover the costs incurred or associated with BellSouth's provision of transit service?

SPRINT NEXTEL, T-MOBILE POSITION: None. This Docket should only address carrier-to-carrier transiting issues. Any cost recovery issue should be resolved in a separate proceeding. However, if Issue 14 is to be addressed here, the transit costs incurred by a Small LEC to deliver traffic originated by its own end-users to other carriers are a normal cost of doing business and do not require any action by the Commission in this proceeding.

ISSUE 15 Should BellSouth issue an invoice for transit services and if so, in what detail and to whom?

SPRINT NEXTEL, T-MOBILE POSITION: Yes, BellSouth should issue an invoice for transit service to any telecommunications carrier that utilizes its transit service to deliver traffic originated on its network to other carriers subtending BellSouth's network. The invoice should identify the number of minutes transited by BellSouth by element, the price of each invoiced element used, and the CLLI location of the terminating carrier to which BellSouth transited each minute.

ISSUE 16 Should BellSouth provide to the terminating carrier sufficiently detailed call records to accurately bill the originating carrier for call termination? If so, what information should be provided by BellSouth?

SPRINT NEXTEL, T-MOBILE POSITION: Yes. At the BellSouth tandem, traffic from multiple carriers is commingled for routing to BellSouth customers or for routing to other CMRS, CLEC, IXC, ILEC, or other carriers. To facilitate the billing of such commingled traffic, standard routing and billing protocols and standards have been developed. For transit traffic,

BellSouth should continue to utilize these procedures, including the provision of the industry standard Category 11-01-01 records to terminating carriers.

ISSUE 17 How should billing disputes concerning transit service be addressed?

SPRINT NEXTEL, T-MOBILE POSITION: Transit billing disputes should be addressed pursuant to the dispute resolution provisions of a Commission-approved interconnection agreement between BellSouth and the carrier with whom a dispute may arise. Blocking is never an option.

F. STIPULATED ISSUES

There are no stipulated issues at this time.

G. PENDING MOTIONS

Sprint Nextel and T-Mobile have no pending motions.

H. PENDING REQUESTS OR CLAIMS FOR CONFIDENTIALITY

None.

I. REQUIREMENTS THAT CANNOT BE COMPLIED WITH

None.

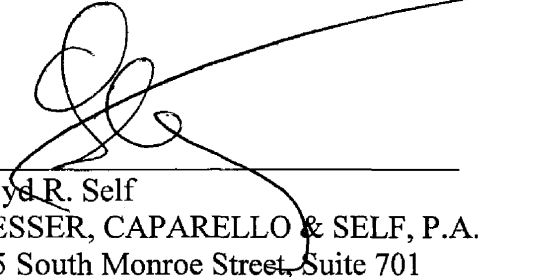
**J. DECISIONS PREEMPTING THE COMMISSION'S ABILITY
TO RESOLVE THIS MATTER**

None.

K. OBJECTIONS TO WITNESSES QUALIFICATIONS AS AN EXPERT

None at this time.

Respectfully submitted,



Floyd R. Self
MESSER, CAPARELLO & SELF, P.A.
215 South Monroe Street, Suite 701
Tallahassee, FL 32302
(850) 222-0720 (p)
(850) 224-4351 (f)

Michele K. Thomas, Esq.
Sr. Corporate Counsel
T-Mobile
60 Wells Avenue
Newton, MA 02459
(617) 630-3126 (p)
(617) 630-3187 (f)

Counsel to T-Mobile USA, Inc.

Vicki Gordon Kaufman
Moyle Flanigan Katz White &
Krasker, P.A.
118 North Gadsden Street
Tallahassee, FL 32301
(850) 681-3828 (p)
(850) 681-8788 (f)

William R. Atkinson, Esq.
Sprint Nextel (GA)
Mail Stop GAATLD0602
3065 Cumberland Circle, SE
Atlanta, GA 30339
(404) 649-4882 (p)
(404) 649-1652 (f)

and

Joseph M. Chiarelli
Sprint Nextel
6450 Sprint Parkway
Mailstop KSOPHN0212-2A411
Overland Park, KS 66251
(913) 315-9223 (p)
(913) 523-9623 (f)

Counsel to Sprint Spectrum Limited
Partnership, Nextel South Corporation, Sprint
Communications Company Limited
Partnership

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by electronic mail and U. S. Mail this 20th day of February, 2006.

Felicia Banks, Esq.
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
fbanks@psc.state.fl.us

Kira Scott, Esq.
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
kscott@psc.state.fl.us

Mr. Michael Barrett
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
mbarrett@psc.state.fl.us

Stephen B. Rowell
Bettye Willis
ALLTEL
One Allied Drive, B5F11
Little Rock, AR 72202

Mr. James White
ALLTEL
6867 Southpoint Drive., N., Suite 103
Jacksonville, FL 32216-8005
james.white@alltel.com

Tracy W. Hatch
Senior Attorney
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
thatch@att.com

J. Jeffry Wahlen
Ausley Law Firm
P.O. Box 391
Tallahassee, FL 32302
jwahlen@ausley.com

Nancy B. White
R. Douglas Lackey
Meredith Mays
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
nancysims@bellsouth.com

Benjamin H. Dickens, Esq.
Blooston Law Firm
2120 L Street, NW, Suite 300
Washington, DC 20037
bhd@bloostonlaw.com

Ms. Angie McCall
Frontier Communications of the South, Inc.
300 Bland Street
Bluefield, WV 24701-3020
AmcCall@czn.com

Mr. Mark Beightol
GT Com
P.O. Box 220
Port St. Joe, FL 32457-0220
mbeightol@fairpoint.com

Mr. Robert M. Post, Jr.
ITS Telecommunications Systems, Inc.
P.O. Box 277
Indiantown, FL 34956-0277
maryannh@itstelecom.net

Ms. Deborah Nobles
NEFCOM
505 Plaza Circle, Suite 200
Orange Park, FL 32073-9409
dnobles@townes.net

Kenneth A. Hoffman, Esq.
Rutledge Law Firm
P.O. Box 551
Tallahassee, FL 32302-0551
ken@reuphlaw.com

Smart City Telecom
P.O. Box 22555
Lake Buena Vista, FL 32830-2555
ibhall@smartcity.com

Mr. Thomas M. McCabe
TDS Telecom/Quincy Telephone
P.O. Box 189
Quincy, FL 32353-0189
Thomas.mccabe@tdstelecom.com

Vicki Gordon Kaufman
Moyle Flanigan Katz Raymond & Sheehan, P.A.
118 North Gadsden Street
Tallahassee, FL 32301
vkaufman@moylelaw.com

Charles V. Gerkin, Jr.
Friend Law Firm
Three Ravinia Drive, Suite 1450
Atlanta, GA 30346
cgerkin@fh2.com

MetroPCS California/Florida, Inc.
8144 Walnut Hill Lane, Suite 800
Dallas, TX 75231

Mr. Ronald W. Gavillet
Neutral Tandem-Florida, LLC
One South Wacker, Suite 200
Chicago, IL 60606
rgavillet@neutraltandem.com

Ms. Susan J. Berlin
NuVox Communications, Inc.
Two North main Street
Greenville, SC 29601
sberlin@nuvox.com

Susan Masterton
Sprint Communications Company Limited Partnership
P.O. Box 2214
Tallahassee, FL 32316-2214
susan.masterton@mail.sprint.com

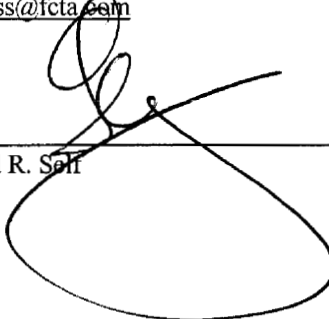
William R. Atkinson, Esq.
Sprint Nextel (GA)
Mail Stop GAATLD0602
3065 Cumberland Circle, SE
Atlanta, GA 30339
bill.atkinson@sprint.com

Charles F. Palmer
Troutman Sanders LLP
600 Peachtree Street, N.E., Suite 5200
Atlanta, GA 30328-2216
charles.palmer@troutmansanders.com

Elaine D. Critides
Verizon Wireless
Legal & External Affairs Department
1300 I Street, N.W., Suite 400 West
Washington, DC 20005
elaine.critides@verizonwireless.com

Michele K. Thomas, Esq.
Sr. Corporate Counsel
T-Mobile
60 Wells Avenue
Newton, MA 02459
Michele.Thomas@T-Mobile.com

Michael A. Gross, Esq.
Florida Cable Telecommunications Association
246 E. 6th Avenue
Tallahassee, FL 32303
mgross@fcta.com



Floyd R. Smith