

and/or suspension of service for non-payment, if an independent payphone service provider failed to pay the EUCL charges billed by Sprint.

38. Admit that, during the time period from 1987 through April 14, 1997, you authorized and/or agreed to the placement in escrow of amounts assessed by Sprint against Complainant for EUCL charges billed on payphones that Complainant owned and/or operated in the State of Pennsylvania.

39. Admit that you are aware of one or more occasions, during the time period from 1987 through April 14, 1997, when Complainant placed in escrow amounts that you had assessed against Complainant for EUCL charges on payphones that Complainant owned and/or operated in the State of Pennsylvania.

40. Admit that you have in your possession, custody, or control records that indicate, relate or refer to the total number of payphones that Complainant had connected to Sprint payphone access lines during each month and/or each year of the time period from 1987 through April 14, 1997.

41. Admit that you have in your possession, custody, or control records that indicate, relate or refer to the date on which payphones owned and/or operated by Complainant in the State of Pennsylvania during the time period from 1987 through April 14, 1997 were first connected to Sprint payphone access lines.

42. Admit that you have in your possession, custody, or control records that indicate, relate or refer to the date on which payphones owned and/or operated by Complainant in the State of Pennsylvania during the time period from 1987

through April 14, 1997 were disconnected from Sprint payphone access lines and/or last connected to Sprint payphone access lines.

43. Admit that you have in your possession, custody, or control records that indicate, relate or refer to the amounts that Complainant paid to Sprint in EUCL charges during the time period from 1987 through April 14, 1997.

44. Admit that New York City Telecommunications Company, Inc. is a successor to the entity that filed the Complaint against Sprint in this case, Millicom Services Company.

45. Admit that you are aware of no evidence that shows or indicates that New York City Telecommunications Company, Inc. is not a successor to the entity that filed the Complaint against Sprint in this case, Millicom Services Company.

46. Admit that at no time, during the period from 1987 through April 14, 1997, did Sprint ever adjust, for any reason, any telephone bill(s) sent to Complainant so as to remove any EUCL charges from the telephone bill(s).

47. Admit that the "previous balance" entries on the telephone bills sent out by Sprint during the time period from 1987 through April 14, 1997 reflect outstanding charges that remain unpaid from previous telephone bills sent out by Sprint for the same telephone lines.

48. Admit that an amount of zero next to the "previous balance" entry in a Sprint telephone bill sent out at any time during the period from 1987 through

April 14, 1997 means that all charges reflected on previous bills sent out by Sprint for the same telephone line have been paid.

49. Admit that, during the period from 1987 through April 14, 1997, it was Sprint's policy or practice to require certain subscribers to pay a deposit to Sprint in connection with Sprint's provision of service to those subscribers based upon those subscribers' credit histories, credit scores, or history of nonpayments or late payments to Sprint.

50. Admit that, during the period from 1987 through April 14, 1997, it was Sprint's policy or practice to require certain subscribers to pay a deposit to Sprint in connection with Sprint's provision of service to those subscribers based upon those subscribers' history of nonpayments or late payments to Sprint.

51. Admit that, during the period from 1987 through April 14, 1997, you never required Complainant to pay a deposit to Sprint in connection with Sprint's provision of service to Complainant because of Complainant's credit history, credit score, or history of nonpayments or late payments to Sprint.

Dated: July 18, 2001

Respectfully submitted,

DICKSTEIN SHAPIRO MORIN  
& OSHINSKY LLP  
2101 L Street, N.W.  
Washington, D.C. 20037-1526  
(202) 785-9700  
Attorneys for Complainant

By:   
Albert H. Kramer  
Katherine J. Henry

**CERTIFICATE OF SERVICE**

I hereby certify that on July 18, 2001, a copy of the foregoing Complainant's First Set of Requests for Admission of Facts and the Genuineness of Documents was served by facsimile and first-class mail, postage prepaid, on Rikke Davis, Esq., Sprint Corporation, 401 9<sup>th</sup> Street, NW, Suite 400, Washington, DC 20004, and on Mary Sisak, Esq., and Robert Jackson, Esq., Blooston, Mordkowsky, Dickens, Duffy & Prendergast, 2120 L Street, NW, Suite 300, Washington, DC 20037, and by first-class mail, postage prepaid, on the following parties:

The Honorable Arthur I. Steinberg  
Administrative Law Judge  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Room 1-C861  
Washington, DC 20554

Magalie Roman Salas, Secretary  
Office of the Commission Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW, Room TW-B204  
Washington, D.C. 20554  
(Original and Three Copies)

Tejal Mehta, Esquire  
Federal Communications Commission  
Market Disputes Resolution Division  
Enforcement Bureau  
445 12<sup>th</sup> Street, SW  
Washington, D.C. 20554

David H. Solomon, Chief  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
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Wright & Talisman, P.C.  
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Sherry A. Ingram, Esq.  
Verizon  
1320 North Court House Road  
Arlington, VA 22201

John M. Goodman, Esq.  
Verizon  
1300 I Street, NW, 400W  
Washington, DC 20005

William A. Brown, Esquire  
Davida M. Grant, Esquire  
Southwestern Bell Telephone Company  
1401 I Street, NW, Suite 1100  
Washington, D.C. 20005



Charles V. Mehler III

# Sprint QA Report

LEC	Effective_Date	State	Rate_Per_Month
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## Sprint Local Telephone Companies

12/25/1995

Florida	\$6.00
Illinois	\$5.56
Indiana	\$6.00
Kansas	\$6.00
Minnesota	\$6.00
Missouri	\$6.00
Nebraska	\$6.00
Nevada	\$3.46
New Jersey	\$6.00
North Carolina	\$6.00
Ohio	\$6.00
Oregon	\$6.00
Pennsylvania	\$5.84
South Carolina	\$6.00
Tennessee	\$5.64
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

04/01/1997

Florida	\$6.00
Illinois	\$5.50
Indiana	\$5.98
Kansas	\$6.00
Minnesota	\$6.00
Missouri	\$6.00
Nebraska	\$6.00
Nevada	\$3.46
New Jersey	\$5.95
North Carolina	\$5.98
Ohio	\$5.97
Oregon	\$6.00
Pennsylvania	\$5.79
South Carolina	\$6.00
Tennessee	\$5.59
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

07/01/1997

Monday, December 11, 2000



# United QA Report

<u>LEC</u>	<u>Effective_Date</u>	<u>State</u>	<u>Rate_Per_Month</u>
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United

01/01/1987

Arkansas	\$6.00
Florida	\$6.00
Indiana	\$6.00
Iowa	\$6.00
Kansas	\$6.00
Minnesota	\$5.49
Missouri	\$6.00
Nebraska	\$6.00
New Jersey	\$6.00
North Carolina	\$5.17
Ohio	\$5.59
Oregon	\$6.00
Pennsylvania	\$4.31
South Carolina	\$6.00
Tennessee	\$5.21
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

01/21/1987

Arkansas	\$6.00
Florida	\$6.00
Indiana	\$6.00
Iowa	\$6.00
Kansas	\$6.00
Minnesota	\$5.49
Missouri	\$6.00
Nebraska	\$6.00
New Jersey	\$6.00
North Carolina	\$5.17
Ohio	\$5.59
Oregon	\$6.00
Pennsylvania	\$4.31
South Carolina	\$6.00
Tennessee	\$5.21
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

01/01/1988

LEC	Effective_Date	State	Rate_Per_Month
		Arkansas	\$6.00
		Florida	\$6.00
		Indiana	\$6.00
		Iowa	\$5.33
		Kansas	\$6.00
		Minnesota	\$5.30
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.09
		Ohio	\$5.47
		Oregon	\$6.00
		Pennsylvania	\$3.96
		South Carolina	\$6.00
		Tennessee	\$5.28
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>05/01/1988</u>		
		Arkansas	\$6.00
		Florida	\$6.00
		Indiana	\$6.00
		Iowa	\$5.33
		Kansas	\$6.00
		Minnesota	\$5.30
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.09
		Ohio	\$5.47
		Oregon	\$6.00
		Pennsylvania	\$3.96
		South Carolina	\$6.00
		Tennessee	\$5.28
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>04/01/1989</u>		
		Arkansas	\$5.69
		Florida	\$6.00
		Indiana	\$6.00
		Iowa	\$4.66
		Kansas	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Minnesota	\$5.20
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.89
		Ohio	\$5.24
		Oregon	\$6.00
		Pennsylvania	\$4.21
		South Carolina	\$6.00
		Tennessee	\$5.09
		Texas	\$6.00
		Virginia	\$5.99
		Washington	\$6.00
		Wyoming	\$6.00
	<u>07/01/1989</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$5.20
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.89
		Ohio	\$5.24
		Oregon	\$6.00
		Pennsylvania	\$4.21
		South Carolina	\$6.00
		Tennessee	\$5.09
		Texas	\$6.00
		Virginia	\$5.99
		Washington	\$6.00
		Wyoming	\$6.00
	<u>08/01/1989</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$5.20
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.57
		Ohio	\$5.08
		Oregon	\$6.00
		Pennsylvania	\$4.18
		South Carolina	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Tennessee	\$5.04
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>01/01/1990</b>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$5.67
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.63
		Ohio	\$5.35
		Oregon	\$6.00
		Pennsylvania	\$4.34
		South Carolina	\$6.00
		Tennessee	\$4.93
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>02/15/1990</b>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.63
		Ohio	\$5.61
		Oregon	\$6.00
		Pennsylvania	\$4.34
		South Carolina	\$6.00
		Tennessee	\$4.93
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>07/01/1990</b>		
		Florida	\$6.00
		Indiana	\$6.00

<b>LEC</b>	<b>Effective_Date</b>	<b>State</b>	<b>Rate_Per_Month</b>
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.67
		Ohio	\$5.81
		Oregon	\$6.00
		Pennsylvania	\$4.50
		South Carolina	\$6.00
		Tennessee	\$5.05
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>10/24/1990</b>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.67
		Ohio	\$5.84
		Oregon	\$6.00
		Pennsylvania	\$4.54
		South Carolina	\$6.00
		Tennessee	\$5.10
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b><u>01/01/1991</u></b>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.56
		Ohio	\$5.74
		Oregon	\$6.00
		Pennsylvania	\$4.44

LEC	Effective_Date	State	Rate_Per_Month
		South Carolina	\$6.00
		Tennessee	\$4.95
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>07/01/1992</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.09
		Ohio	\$5.53
		Oregon	\$6.00
		Pennsylvania	\$4.90
		South Carolina	\$6.00
		Tennessee	\$5.06
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>07/01/1993</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.70
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.75
		South Carolina	\$6.00
		Tennessee	\$5.62
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>03/02/1994</u>		
		Florida	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Illinois	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.85
		New Jersey	\$6.00
		North Carolina	\$5.70
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.75
		South Carolina	\$6.00
		Tennessee	\$5.62
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>07/01/1994</b>		
		Florida	\$6.00
		Illinois	\$5.90
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Mississippi	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.60
		New Jersey	\$5.94
		North Carolina	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.65
		South Carolina	\$6.00
		Tennessee	\$5.35
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>03/03/1995</b>		
		Florida	\$6.00
		Illinois	\$5.90
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Nebraska	\$6.00
		Nevada	\$3.60
		New Jersey	\$5.77
		North Carolina (Central)	\$6.00
		North Carolina (United)	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.77
		South Carolina	\$5.65
		Tennessee	\$5.65
		Texas (Central)	\$6.00
		Texas (United)	\$6.00
		Virginia (Central)	\$6.00
		Virginia (United)	\$5.65
		Washington	\$6.00
		Wyoming	\$6.00
	<b>08/01/1995</b>		
		Florida	\$6.00
		Illinois	\$5.56
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.46
		New Jersey	\$6.00
		North Carolina (Central)	\$6.00
		North Carolina (United)	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.84
		South Carolina	\$6.00
		Tennessee	\$5.64
		Texas (Central)	\$6.00
		Texas (United)	\$6.00
		Virginia (Central)	\$6.00
		Virginia (United)	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<b>12/16/1995</b>		
		Florida	\$6.00
		Illinois	\$5.56
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00

<b>LEC</b>	<b>Effective_Date</b>	<b>State</b>	<b>Rate_Per_Month</b>
		Missouri	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.46
		New Jersey	\$6.00
		North Carolina	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.84
		South Carolina	\$6.00
		Tennessee	\$5.64
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
<b><u>United Inter-Mountain Telephone Company</u></b>			
	<b>06/01/1986</b>		
		Tennessee	\$3.97
		Virginia	\$4.82
<b><u>United Telephone Company of Florida</u></b>			
	<b>06/01/1986</b>		
		Florida	\$6.00
<b><u>United Telephone Company of Indiana, Inc.</u></b>			
	<b>06/01/1986</b>		
		Indiana	\$6.00
<b><u>United Telephone Company of Ohio</u></b>			
	<b>06/01/1986</b>		
		Ohio	\$5.27
<b><u>United Telephone Company of Texas, Inc</u></b>			
	<b>06/01/1986</b>		
		Texas	\$5.38
<b><u>United Telephone Company of the Carolinas</u></b>			
	<b>06/01/1986</b>		
		South Carolina	\$5.89
<b><u>United Telephone System</u></b>			
	<b>06/01/1986</b>		
		Arkansas	\$6.00
		Iowa	\$5.30
		Kansas	\$6.00
		Minnesota	\$4.84
		Missouri	\$6.00
		Nebraska	\$6.00
		Wyoming	\$6.00

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In the Matter of	)	
	)	
C.F. Communications Corp., et. al.,	)	
Complainants,	)	EB Docket No. 01-99
	)	
v.	)	File No. E-93-45
	)	
Century Telephone of Wisconsin, Inc.,	)	
et. al.,	)	
	)	
Defendants.	)	

To: **Arthur I. Steinberg**  
**Administrative Law Judge**

and

**Sprint Corporation**

**COMPLAINANT'S FIRST SET OF REQUESTS FOR ADMISSION OF  
FACTS AND THE GENUINENESS OF DOCUMENTS**

Pursuant to Section 1.246 of the Commission's rules, 47 C.F.R. § 1.246, Complainant requests that the Defendant in the above-referenced case admit the truth of the following facts and the genuineness of the following documents.

**INSTRUCTIONS**

1. Each of the matters of which an admission is requested shall be deemed admitted unless you serve responses within ten days from the date of service

of these Requests for Admission that are in conformity with Commission Rule 1.246.

2. If you do not specifically admit or deny the matter set forth in the request, set forth in detail the reasons why you cannot truthfully admit or deny the matter.

3. When good faith requires that you qualify your answer or deny only a part of the matter on which an admission is requested, specify so much of it as is true and qualify or deny the remainder.

4. You may not give lack of information or knowledge as a reason for your failure to admit or deny a matter unless you state that you have made reasonable inquiry and the information known or readily obtainable by you is insufficient to enable you to admit or deny the matter.

5. You may not object to a request solely on the ground that you believe the admission sought presents a genuine issue for trial or hearing, but you may, subject to the provisions of Fed. R. Civ. P. 37(c)(2), deny the matter or set forth the reasons why you cannot admit or deny it.

6. If you deny or qualify the genuineness of an attached document, you shall produce a copy of the exhibit which you attest is the true and accurate document and state why you deny or qualify the genuineness of the document.

## **DEFINITIONS**

1. The terms “and” as well as “or” shall be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses which otherwise might be construed to be outside its scope.
  
2. The phrase “Commission definition” shall mean the definition of public and semi-public pay telephone service set forth by the Federal Communications Commission in the *First Reconsideration Order*, 97 FCC 2d at 704, n. 40 and n. 41, as clarified in the *Liability Order*, 15 FCC Rcd at 8771.
  
3. The terms “Complainant,” and/or “Plaintiff” shall include Ascom Communications, Inc., Ascom Holding, Inc., U.S. Communications of Westchester, Inc., and any and all predecessors or successors of these entities, as well as individuals or entities acting on behalf of these entities.
  
4. The term “Complaint” shall mean Plaintiff’s formal complaint filed with the Federal Communications Commission and any amendments thereto filed in this action.
  
5. The terms “Defendant,” “you,” “your,” “Sprint,” and/or “United Telephone Company of Florida,” shall be defined to include the Defendant, Sprint Corporation (“Sprint”), and any and all of its predecessors, successors, parents, subsidiaries, or divisions, including, but not limited to United Telephone Company of Florida, as well as any agents, attorneys, employees, or other persons acting on behalf of any of these entities.

6. The terms “director,” “officer,” “employee,” “agent,” or “representative” shall mean any individual serving as such and any individual serving at any relevant time in such capacity, even though no longer serving in such capacity.

7. The term “document(s)” or “record(s)” means all materials within the full scope of Federal Rule of Civil Procedure 34, including but not limited to: all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including without limitation, correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings).

8. The term “EUCL” charges shall mean end user common line charges.

9. The term “Interrogatory” or “Interrogatories” shall mean Complainant’s First Set of Interrogatories to Defendant in EB Docket No. 01-99, File No. E-93-45.

10. The terms “person” or “persons” shall mean natural persons (including those employed by the Complainant or Defendant), and any and all such person’s principals, employees, agents, attorneys, consultants, and other representatives, and shall also include any partnership, foundation, proprietorship, association, organization, or group of natural persons.

11. The term “premises” shall mean the street address of the location in which a payphone is installed. Where no street address exists for the location where the payphone is installed, “premises” shall mean the geographic location of the phone within a specific city, county, or town (i.e., “on the public right of way on the corner of 21<sup>st</sup> Street and L Street in the City of Washington, D.C. 20037”). The term “premises” does not mean the precise location where a phone is installed within a premises (i.e. “on the wall beside the rear door”).

12. The terms “relating to” and “referring to” shall be interpreted so as to encompass the scope of discovery set forth in Federal Rule of Civil Procedure 26(b)(1).

13. The term “third party” shall mean any person or entity not a party to this proceeding.

## REQUESTS FOR ADMISSION

1. Admit that all the ANIs identified in your response to Interrogatory Number 3 of Complainant's First Set of Interrogatories to Defendant in the above referenced proceeding were "public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

2. Admit that you are not aware of any evidence that shows or indicates that any of the ANIs identified in your response to Interrogatory Number 3 of Complainant's First Set of Interrogatories to Defendant in the above referenced proceeding were not "public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

3. Admit that none of the ANIs identified in your response to Interrogatory Number 3 of Complainant's First Set of Interrogatories to Defendant in the above referenced proceeding subscribed to telephone service that was tariffed as "semi-public" telephone service at any point during the time period from 1987 through April 14, 1997.

4. Admit that during the time period from 1987 through April 14, 1997, you imposed EUCL charges on payphones owned and/or operated by independent payphone service providers that obtained payphone access lines from Sprint, but did not impose EUCL charges on payphones owned and/or operated by Sprint that were tariffed as "public" rather than "semi-public" telephone lines.

5. Admit that the table attached as Exhibit A accurately and completely reflects the amount of EUCL rates imposed by Sprint per payphone

access line per month in the State of Florida during the time periods set forth in the table.

6. Admit that Complainant paid all of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Florida during the period from 1987 through April 14, 1997.

7. Admit that you are not aware of any evidence that shows or indicates that Complainant never paid any of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Florida during the period from 1987 through April 14, 1997.

8. Admit that Complainant paid all of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Florida during the time period from 1987 through April 14, 1997 on or prior to the due date.

9. Admit that you are not aware of any evidence that shows or indicates that Complainant paid, after the due date, any of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Florida during the time period from 1987 through April 14, 1997.

10. Admit that none of the payphones owned and/or operated by Complainant in the State of Florida and connected to Sprint phone lines were "semi-public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

11. Admit that you are not aware of any evidence that shows or indicates that any of the payphones owned and/or operated by Complainant in the State of Florida were “semi-public” payphones under the Commission definition during the time period from 1987 through April 14, 1997.

12. Admit that none of the payphones owned and/or operated by Complainant in the State of Florida and connected to Sprint payphone access lines were subscribed to telephone service that was “semi-public” telephone service under the applicable tariff during the time period from 1987 through April 14, 1997.

13. Admit that none of the payphones owned and/or operated by Complainant in the State of Florida and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had extensions connected to them.

14. Admit that you are not aware of any evidence that shows or indicates that any of the payphones owned and/or operated by Complainant in the State of Florida and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had extensions connected to them.

15. Admit that none of the payphones owned and/or operated by Complainant in the State of Florida and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had directory listings assigned to them.

16. Admit that you are not aware of any evidence that shows or indicates that any of the payphones owned and/or operated by Complainant in the

State of Florida and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had directory listings assigned to them.

17. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that were both (a) located within buildings or premises closed to the public for at least part of each day, and (b) subscribed to telephone service that was tariffed as “public” telephone service.

18. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located at gas stations that were subscribed to telephone service that was tariffed as “public” telephone service.

19. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located at pizza parlors that were subscribed to telephone service that was tariffed as “public” telephone service.

20. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located in airports that were subscribed to telephone service that was tariffed as “semi-public” telephone service.

21. Admit that, during the time period from 1987 through April 14, 1997, Sprint allowed and/or did not prohibit directory listings on the phone lines to which Sprint-owned payphones were connected, irrespective of whether such payphones were subscribed to telephone service that was tariffed as “public” or “semi-public” telephone service.

22. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that both (a) had directory listings