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May 1, 2009

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CLERK

Ms. Ann Cole, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Petition of Comcast Phone of Florida, LLC d/b/a
Comcast Digital Phone, etc. Docket No. 080731

Dear Ms. Cole:

Enclosed for filing in the above docket are the original and 15 copies of the Direct Testimony and Exhibits (DDM-01 to DDM-04) of Douglas D. Meredith on behalf of TDS/Quincy Telephone Company d/b/a TDS Telecom.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

COH 5
ECH
GCL 2
OPU
RCU
SNC
SGA JJW/jh
ADM Enclosure
CLK *U. Reporter*
cc: All Parties of Record (w/enc.)

Sincerely,


Jeffrey Wahlen

DOCUMENT NUMBER-DATE

04072 MAY-1 09

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone for Arbitration of an Interconnection Agreement with Quincy Telephone Company d/b/a TDS Telecom Pursuant to Section 252 of the Federal Communications Act of 1934, as amended, and Sections 120.57(1), 120.80(13), 364.012, 364.15, 364.16, 364.161 and 364.162, F.S., and Rule 28-106.201, F.A.C.

DOCKET NO. 080731
Filed: May 1, 2009

CERTIFICATE OF SERVICE

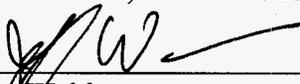
I HEREBY CERTIFY that a true and correct copy of the Direct Testimony and Exhibits (DDM-01 to DDM-04) of Douglas D. Meredith have been furnished by United States Mail (*Hand Delivery) this 1st day of May, 2009 to the following:

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Comcast Phone of
Florida, LLC d/b/a Comcast Digital
Phone for Arbitration of an Intercon-
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Telephone Company d/b/a TDS
Telecom Pursuant to Section 252 of
the Federal Communications Act of
1934, as amended, and Sections
120.57(1), 120.80(13), 364.012, 364.15,
364.16, 364.161 and 364.162, F.S., and
Rule 28-106.201, F.A.C.

DOCKET NO. 080731
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TESTIMONY OF
DOUGLAS DUNCAN MEREDITH
ON BEHALF OF
QUINCY TELEPHONE COMPANY
D/B/A TDS TELECOM

DOCUMENT NUMBER-DATE

04072 MAY-18

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1 **I. Introduction**

2 **Q: PLEASE STATE YOUR FULL NAME, PLACE OF EMPLOYMENT**
3 **AND POSITION.**

4 A: My full name is Douglas Duncan Meredith. I am employed by John
5 Staurulakis, Inc. ("JSI") as Director – Economics and Policy. JSI is a
6 telecommunications consulting firm headquartered in Greenbelt, Maryland.
7 My office is located at 547 Oakview Lane, Bountiful, Utah 84010. JSI has
8 provided telecommunications consulting services to rural local exchange
9 carriers since 1963.

10 **Q: PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE AND**
11 **EDUCATIONAL BACKGROUND.**

12 A: As the Director of Economics and Policy at JSI, I assist clients with the
13 development of policy pertaining to economics, pricing and regulatory
14 affairs. I have been employed by JSI since 1995. Prior to my work at JSI, I
15 was an independent research economist in the District of Columbia and a
16 graduate student at the University of Maryland – College Park.

17
18 In my employment at JSI, I have participated in numerous proceedings for
19 rural and non-rural telephone companies. These activities include, but are
20 not limited to, the creation of forward-looking economic cost studies, the
21 development of policy related to the application of federal safeguards for
22 rural local exchange carriers, the determination of Eligible
23 Telecommunications Carriers pursuant to the Communications Act of 1934,

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

1 as amended (“Act”), and the sustainability and application of universal
2 service policy for telecommunications carriers.

3
4 In addition to assisting telecommunications carrier clients, I have served as
5 the economic advisor for the Telecommunications Regulatory Board of
6 Puerto Rico since 1997. In this capacity, I provide economic and policy
7 advice to the Board Commissioners on all telecommunications issues that
8 have either a financial or economic impact. I have participated in numerous
9 Arbitration panels established by the Board to arbitrate interconnection
10 issues under Section 252(b) of the Act.

11
12 I am participating or have participated in numerous national incumbent local
13 exchange carrier and telecommunications groups, including those headed by
14 NTCA, OPASTCO, USTA, and the Rural Policy Research Institute. My
15 participation in these groups focuses on the development of policy
16 recommendations for advancing universal service and telecommunications
17 capabilities in rural communities and other policy matters.

18
19 I have testified or filed pre-filed regulatory testimony in various states
20 including Indiana, New Hampshire, Vermont, Maine, New York, Michigan,
21 Wisconsin, North Dakota, South Dakota, South Carolina, Texas, Kentucky,
22 Utah, and Tennessee. I have also participated in regulatory proceedings in
23 many other states that did not require formal testimony, including Florida,
24 Louisiana, Mississippi, North Carolina, Puerto Rico and Virginia. In
25 addition to participation in state regulatory proceedings, I have participated

1 in federal regulatory proceedings through filing of formal comments in
2 various proceedings and submission of economic reports in an enforcement
3 proceeding.

4
5 I have a Bachelor of Arts degree in economics from the University of Utah,
6 and a Masters degree in economics from the University of Maryland –
7 College Park. While attending the University of Maryland – College Park, I
8 was also a Ph.D. candidate in Economics. This means that I completed all
9 coursework, comprehensive and field examinations for a Doctorate of
10 Economics without completing my dissertation.

11 **Q: ON WHOSE BEHALF ARE YOU TESTIFYING?**

12 A: I am testifying on behalf of Quincy Telephone Company d/b/a TDS
13 Telecom (“TDS”).

14 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

15 A: My purpose in providing this testimony to the Florida Public Service
16 Commission (“Commission”) is to respond to the Petition for Arbitration
17 filed on behalf of Comcast Phone of Florida, LLC (“Comcast Phone”). See
18 Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone Petition for
19 Arbitration with Quincy Telephone Company, d/b/a TDS Telecom,
20 December 29, 2008, (“*Petition*”). I offer my professional opinion that due
21 to the circumstances surrounding the status of Comcast Phone and the
22 services it offers, Comcast Phone is not eligible for interconnection with
23 TDS under Section 251 of the Act or Chapter 364, Florida Statutes.

24

1 Q: **HAVE YOU PREPARED EXHIBITS THAT ACCOMPANY YOUR**
2 **DIRECT TESTIMONY?**

3 A: Yes. I have prepared four exhibits to my direct testimony as follows:

4 DDM-01 Comcast Phone Discovery Responses (56 pages)

5 DDM-02 Comcast Phone Application to Terminate Exchange
6 Services in Florida (10 pages)

7 DDM-03 Comcast Phone Florida Price List Sections 3 & 4 (68 pages)

8 DDM-04 Comcast Phone Florida Price List Sections 7 & 14 (7 pages)

9

10 Q: **PLEASE SUMMARIZE YOUR TESTIMONY.**

11 A: The single issue in this Arbitration is whether TDS is required to offer
12 interconnection to Comcast Phone under Section 251/252 of the Act and/or
13 Sections 364.16, 364.161 and 364.162, Florida statues for the type of traffic
14 Comcast intends to deliver to TDS for termination to TDS's customers. I
15 demonstrate that at present Comcast Phone is not so entitled. I provide
16 testimony demonstrating that Comcast Phone is not a telecommunications
17 carrier for the services it proposes in support of its Petition. I demonstrate
18 that Comcast Phone has not shown that it will interconnect with TDS for the
19 purpose of transporting and terminating telecommunications traffic, thus
20 Comcast Phone is ineligible to seek Section 251 interconnection with TDS
21 in its service territory. Despite its stated intent to establish interconnection
22 for the transport and termination of telecommunications traffic between
23 TDS and Comcast Phone, Comcast Phone is not seeking interconnection for
24 telecommunications services. (See Section 1.1 of the proposed
25 Interconnection Agreement filed as Exhibit C to Comcast Phone's *Petition*.

1 *The agreement is designed to set forth the terms and conditions for the*
2 *interconnection of Comcast Phone's network to TDSs' network "for the*
3 *transport and termination of telecommunications traffic" between the two*
4 *parties.)* It is therefore consistent with federal law and policy for the
5 Commission to rule in favor of TDS in this proceeding.

6
7 I also review briefly the claim that Comcast Phone is offering
8 telecommunications service under Florida law and recommend the
9 Commission determine that Comcast Phone is not entitled to interconnection
10 under Florida law.

11 12 **II. VoIP Service and Telecommunications Service**

13 **Q: SINCE THE ELIGIBILITY OF SECTION 251 INTERCONNECTION**
14 **REQUIRES UNDERSTANDING THE DIFFERENCE BETWEEN**
15 **TELECOMMUNICATIONS SERVICE, INFORMATION SERVICE**
16 **AND VOICE-OVER-THE-INTERNET-PROTOCOL ("VOIP")**
17 **SERVICE, PLEASE DESCRIBE THESE SERVICES.**

18 **A:** Telecommunications service is a specific communications service governed
19 under Title II of the Act. While I discuss this in more detail later in my
20 testimony, the provision of telecommunications service and the exchange of
21 telecommunications traffic is the *sine qua non* of a Section 251
22 interconnection agreement. Information service is distinct from
23 telecommunications service and is generally subject to different and less
24 burdensome regulations.

1 The provision of Voice-over-the-Internet-Protocol (“VoIP”) service has
2 caused federal regulators to examine the nature of VoIP Service and how it
3 compares with Telecommunications Service. The FCC has undertaken an
4 investigation on IP-Enabled Services, of which VoIP is part, and has an
5 open proceeding addressing how IP-Enabled Services are to be regulated.
6 While this proceeding continues, the deployment of VoIP technology has
7 caused the FCC to examine various types of VoIP services to judge whether
8 they are Telecommunications Services.

9
10 The FCC has determined, for instance, that “DigitalVoice” service offered
11 by Vonage, and offerings from other providers possessing the same
12 characteristics as Vonage, are not subject to state regulation. Specifically,
13 the FCC determined that state regulators are preempted from regulating
14 Vonage-type service due to the inseparability of state and interstate service.
15 This decision is based principally on one of the salient features of
16 DigitalVoice – that it is “fully portable” with the only requirement that the
17 end-user customer has a broadband connection upon which s/he may use an
18 “over-the-top” application. This portability led the FCC to conclude there is
19 no “practical way to sever DigitalVoice into interstate and intrastate
20 communications.” See *Vonage Holding Corporation, Petition for*
21 *Declaratory Ruling Concerning an Order of the Minnesota Public Utilities*
22 *Commission*, Memorandum Opinion and Order, Nov. 12, 2004, FCC 04-267
23 (“*Vonage Order*”), ¶ 31.

1 The nature of so-called nomadic VoIP (like Vonage) service versus a fixed
2 VoIP service, such as the one offered by Comcast where customer locations
3 are fixed to the end of a cable connection, received attention in the U.S.
4 Court of Appeals Eighth Circuit review of the FCC's Vonage decision.
5 Specifically, the court observed that when VoIP service is "offered as a
6 fixed service rather than a nomadic service, the interstate and intrastate
7 portions of the service can be more easily distinguished." (*The Minnesota*
8 *Public Utilities Commission v. Federal Communications Commission*, U.S.
9 Court of Appeals, Eighth Circuit, March 21, 2007, No. 05-1069) The Court
10 judged that the FCC action focused exclusively on nomadic VoIP service
11 and has not addressed a fixed VoIP service.

12
13 The FCC has also addressed the rights of interconnected VoIP providers,
14 including fixed VoIP service providers. Since interconnected VoIP is not
15 judged to be a Telecommunications Service, these providers must use a
16 wholesale provider who provides Telecommunications Service in its own
17 right to interconnect with local exchange carriers under Section 251 of the
18 Act.

19
20 The heart of the dispute in this proceeding is whether the wholesale provider
21 (Comcast Phone) is a carrier that offers Telecommunications Service in its
22 own right and would therefore qualify to seek interconnection with local
23 exchange carriers for the exchange of Telecommunications Services.

1 **III. Comcast Phone's Request for Interconnection**

2 **Q: FOR PURPOSES OF PREPARING YOUR TESTIMONY, HAVE**
3 **YOU REVIEWED COMCAST PHONE'S PETITION FOR**
4 **ARBITRATION AND THE RESPONSES OF COMCAST PHONE TO**
5 **TDS'S FIRST SET OF INTERROGATORIES AND FIRST REQUEST**
6 **FOR PRODUCTION OF DOCUMENTS TO COMCAST PHONE?**

7 A: Yes. Exhibit DDM-01 contains Comcast Phone's responses to TDS's *First*
8 *Request for Production of Documents* and *First Interrogatories*. I refer to
9 some of these responses later in my testimony.

10 **Q: PLEASE DESCRIBE COMCAST PHONE'S REQUEST FOR**
11 **INTERCONNECTION.**

12 A: Comcast Phone seeks to interconnect with TDS to enable another Comcast
13 Corporation subsidiary to provide a VoIP service over Comcast's existing
14 cable facilities. (See Exhibit DDM-01, Comcast Phone Answer to
15 Interrogatory No. 2(b) in which Comcast Phone identifies three Comcast
16 companies that provide voice over IP services: Comcast IP Phone, LLC,
17 Comcast IP Phone II, LLC, Comcast IP Phone III, LLC.) VoIP service is a
18 subset of the family of IP-enabled services as identified by the Federal
19 Communications Commission ("FCC"). On March 10, 2004, the FCC
20 initiated a proceeding to examine issues relating to Internet Protocol (IP)-
21 enabled services – services and applications making use of IP, including, but
22 not limited to, VoIP services. *See* WC Docket No. 04-36, Notice of
23 Proposed Rulemaking, 19 FCC Rcd 4863 (2004). Comcast Phone asserts
24 that it intends to offer three "services" in TDS's territory: (1) Local

1 Interconnection Service (“LIS”); (2) exchange access service provided to
2 interexchange carriers; and (3) networking services to schools and library
3 customers. (*Petition* at ¶ 12-13) Comcast Phone’s request for
4 interconnection and proposed interconnection agreement with TDS places
5 primary—if not exclusive—focus on its LIS service. (*Id.*) Comcast Phone
6 details its LIS service and mentions almost in passing its other two services.
7 Comcast Phone’s schools and library service provides T-1 dedicated point-
8 to-point service that isn’t related to telecommunications interconnection
9 with TDS. (Exhibit DDM-01, Comcast Phone Answer to Interrogatory Nos.
10 31-32.)

11
12 This response reveals that Comcast Phone is currently offering in Florida a
13 “high-speed data service that uses point to point T-1 circuits for the
14 interconnection of local area networks (“LANs”). This LAN-based network
15 service is described more fully in Comcast Phone’s Local Exchange Service
16 Tariff, Section 6.1.2. This is the only School and Library service mentioned
17 by Comcast in its interrogatory response No. 31 when referencing its
18 *Petition* which uses the term “Schools and Libraries Network Services.”
19 Furthermore, response No. 32 reveals that Comcast currently does not serve
20 any customers in the entire state of Florida with its School and Libraries
21 Network service.

22
23 As I discuss later in my testimony, Comcast’s exchange access service does
24 not utilize a local interconnection either arrangement and therefore does not
25 qualify as a telecommunications service for purposes of determining

1 whether TDS must provide Comcast with Section 251 interconnection.
2 Comcast Phone's proposed interconnection with the TDS would permit
3 Comcast Phone's affiliated interconnected VoIP provider to offer service in
4 TDS's service territory. Consequently, this arbitration highlights important
5 issues related to how VoIP services are treated in Florida and whether
6 private carriers that provide transport service for VoIP retail service are
7 entitled to interconnect with incumbent carriers without providing any
8 telecommunications services that necessitate a Section 251 interconnection
9 agreement with these carriers.

10 **Q: MR. MEREDITH, HAVE YOU READ AND REVIEWED AN FCC**
11 **DECISION RELEASED ON MARCH 1, 2007, ENTITLED "TIME**
12 **WARNER CABLE REQUEST FOR DECLARATORY RULING**
13 **THAT COMPETITIVE LOCAL EXCHANGE CARRIERS MAY**
14 **OBTAIN INTERCONNECTION UNDER SECTION 251 OF THE**
15 **COMMUNICATIONS ACT OF 1934, AS AMENDED, TO PROVIDE**
16 **WHOLESALE TELECOMMUNICATIONS SERVICES TO VOIP**
17 **PROVIDERS", MEMORANDUM OPINION AND ORDER, WC**
18 **DOCKET N. 06-55, (MARCH 1, 2007) ("TIME WARNER")?**

19 A: Yes.

20 **Q: WHAT DID THE FCC SAY IN THAT DECISION ABOUT THE**
21 **NEED TO PROVIDE TELECOMMUNICATIO SERVICES TO END**
22 **USER CUSTOMERS?**

23 A: FCC emphasized in *Time Warner* that Section 251 interconnections were
24 limited to those carriers that at a minimum "do in fact," provide
25 telecommunications services to their customers. In its decision, the FCC

1 granted Time Warner’s request to the extent described in the order, but
2 limited or tempered the Time Warner request. Specifically, the FCC
3 emphasized that the rights of a telecommunications carrier to Section 251
4 interconnection are limited to those carriers that, at a minimum, “do in fact
5 provide telecommunications services to their customers, either on a
6 wholesale or retail basis.” (*Id.* at ¶14)

7
8 The FCC also emphasized that its ruling is “limited to telecommunications
9 carriers that provide wholesale telecommunications service and that seek
10 interconnection in their own right for the purpose of transmitting traffic to
11 or from another service provider.” (*Id.* at ¶16 Underlined emphasis
12 supplied. Italicized emphasis in original) In addition, the scope of its action
13 “is limited to wholesale carriers that are acting as telecommunications
14 carrier[s] for purposes of their interconnection requests.” (*Id.* at ¶16
15 Emphasis supplied)

16 **Q: DOES TIME WARNER ADDRESS THE ROLE OF STATE**
17 **COMMISSIONS IN MAKING DETERMINATIONS WHETHER A**
18 **PROVIDER IS SEEKING INTERCONNECTION IN THEIR OWN**
19 **RIGHT FOR THE PURPOSE OF TRANSMITTING TRAFFIC AND**
20 **WHETHER A PROVIDER IS A COMMON CARRIER?**

21 A: Yes. First, the FCC states “we do not find it appropriate to revisit any state
22 commission’s evidentiary assessment of the facts before it in an arbitration
23 or other proceeding whether a carrier offers a telecommunications service.”
24 (*Id.* at ¶14) The FCC then reinforces and extends this point by stating “we
25 do not find it appropriate to revisit any state commission’s evidentiary

1 assessment of whether an entity demonstrated that it held itself out to the
2 public sufficiently to be deemed a common carrier under well-established
3 case law.” (*Id.* at ¶17)

4
5 These FCC’s statements are important because they reinforce that it is the
6 role of the state commissions to determine whether a provider has rights to
7 Section 251 interconnection. Particularly, this Commission has the role to
8 determine whether Comcast Phone has interconnection rights with TDS.
9 Based on *Time Warner*, this determination is dependent upon whether
10 Comcast Phone seeks interconnection in its own right for the purpose of
11 transmitting telecommunications traffic to or from TDS.

12
13 Moreover, it is clear from *Time Warner* that the FCC believes that self-
14 certification is not a sufficient determination whether or not a provider is a
15 common carrier for purposes of Section 251. Self-certification is a situation
16 where a service provider proclaims that it is a common carrier for a
17 particular service without any review or regulatory scrutiny. The FCC’s
18 emphasis on the role of the state in making a factual determination very
19 clearly shows that self-certification is not sufficient to establish common
20 carrier status for this portion of the statute.

21 **Q: BASED ON THESE FCC STATEMENTS, DO YOU AGREE THAT**
22 **COMCAST PHONE HAS NOT PROVED IT IS A**
23 **TELECOMMUNICATIONS CARRIER OFFERING AND**
24 **PROVIDING TELECOMMUNICATIONS SERVICES IN TDS’S**
25 **SERVICE AREA?**

1 A: Yes. The Comcast Phone Petition claims it “offers various
2 telecommunications services to the public.” (*Petition* ¶12) However,
3 Comcast Phone provided no evidence to TDS Quincy supporting the
4 requirement that Comcast Phone seeks interconnection in its own right for
5 the purpose of transmitting traffic to or from TDS. For example, in
6 Interrogatory No 7, Comcast Phone was asked to describe the retail local
7 exchange services that will be provided within TDS’s service territory.
8 Comcast Phone objected to this question and then stated it will offer
9 “telecommunications services” without describing whether these services
10 would be retail telecommunications services. Comcast Phone refused to
11 describe any retail local exchange service it would be providing in the TDS
12 service territory. Comcast Phone withdrew Exchange Service from markets
13 in Florida in 2007 (*See Exhibit DDM-02 – Application to Withdraw*
14 *Interstate Service*) and subsequently revised its Exchange Service Tariff
15 removing residential and business services from its exchange service
16 offering. (*See Exhibit DDM-03 – Comcast Phone of Florida, LLC, Florida*
17 *Price List, Sections 3 and 4*) Comcast Phone has failed to show in its
18 *Petition* that with its new IP technology it would provide any
19 telecommunications service in TDS’s territory. (*See Exhibit DDM-01 –*
20 *Interrogatory Answer No. 15, in which Comcast Phone references its cable*
21 *affiliate’s robust Internet Protocol-based network.*) Without providing a
22 retail local exchange service, there will not be any telecommunications
23 traffic exchanged subject to Section 251 that requires a Section 251
24 interconnection agreement. Without a clear or definitive record establishing
25 that Comcast Phone is seeking Section 251 interconnection for its own

1 telecommunications traffic, I believe the Commission should not accept
2 Comcast Phone's allegation that it abides by the limitations established by
3 the FCC in *Time Warner*.

4 **Q: DOES *TIME WARNER* ALLOW EACH STATE TO HEAR AND**
5 **DETERMINE IN ITS OWN JUDGMENT AS TO WHETHER OR**
6 **NOT A CARRIER PRESENTS SUFFICIENT EVIDENCE THAT IT**
7 **OFFERS TELECOMMUNICATIONS SERVICES IN ITS OWN**
8 **RIGHT TO TRIGGER SECTION 251 INTERCONNECTION**
9 **RIGHTS?**

10 A: Yes, in my opinion.

11 **IV. Comcast Phone Is Not a Common Carrier in TDS's**
12 **Service Territory**

13 **Q: IS COMCAST PHONE'S REQUEST FOR INTERCONNECTION**
14 **UNDER SECTION 251 APPROPRIATE?**

15 A: No. Based on the Petition and the information I have reviewed, I
16 recommend the Commission determine that Comcast Phone is not eligible
17 for Section 251 interconnection.

18 **Q: PLEASE EXPLAIN WHY COMCAST PHONE IS NOT ELIGIBLE**
19 **FOR SECTION 251 INTERCONNECTION.**

20 A: First, Comcast Phone is ineligible because it is not a common carrier in
21 TDS's service territory. Only telecommunications carriers offering
22 telecommunications services as common carriers have the right to obtain
23 interconnection under Section 251 of the Act.

1 **Q: INASMUCH AS COMCAST PHONE RELIES ON ITS LOCAL**
2 **INTERCONNECTION SERVICE (“LIS”) FOR ITS**
3 **INTERCONNECTION REQUEST, DOES LIS QUALIFY COMCAST**
4 **PHONE AS A COMMON CARRIER?**

5 A: No. I recommend the Commission conclude that Comcast Phone is not a
6 common carrier for purposes of its LIS Service. I base this recommendation
7 on the fact that Comcast Phone does not hold itself out to serve the public in
8 general on a non-discriminatory basis pursuant to generally available rates,
9 terms and conditions. Despite having a section of its local exchange tariff
10 entitled “Local Interconnection Service” (*See* Exhibit DDM-04 – Comcast
11 Phone of Florida, LLC, Exchange Price List No. 2, Section 7 - Local
12 Interconnection Service “(*LIS Tariff*)”), there are several important aspects
13 of this service offering that are characteristic of a private, individualized
14 service offering, not a common carrier offering.

15 **Q: BEFORE I ASK YOU ABOUT THE SPECIFICS OF COMCAST**
16 **PHONE’S LIS, PLEASE DESCRIBE WHAT IT MEANS TO BE**
17 **OFFERING A SERVICE ON A COMMON CARRIER BASIS?**

18 A: My understanding is that a telecommunications carrier is offering its
19 telecommunications services on a common carrier basis when it “hold[s]
20 oneself out indiscriminately” to the public. (*See, e.g., National Association*
21 *of Regulatory Utility Commissioners v. FCC, as amended, 525 F2d 630*
22 *(Jan. 28, 1976) (“NARUC I”); see also Southwestern Bell Telephone*
23 *Company v. Federal Communications Commission, 19 F.3d 1475 at ¶12*
24 *(Apr. 5, 1994)(“Southwestern Bell Decision”). Thus, a court has stated “a*
25 *carrier will not be a common carrier where its practice is to make*

1 individualized decisions, in particular cases, whether and on what terms to
2 deal.” (See *NARUC I*) There is a considerable amount of case law
3 supporting this understanding and this case law was referenced in *Time*
4 *Warner*. (*Time Warner* at ¶17)

5 **Q: CAN COMCAST PHONE “SELF-CERTIFY” THAT IT IS A**
6 **COMMON CARRIER FOR PURPOSES OF OBTAINING SECTION**
7 **251 INTERCONNECTION WITH TDS?**

8 A: No. Comcast Phone asserts in its *Petition* that it offers various
9 telecommunications services to the public. (*Petition* at ¶12) This claim
10 suggests that Comcast Phone may self-certify as a common carrier and
11 avoid meaningful review by this Commission of the services Comcast
12 Phone proposes to support in its claim that TDS must provide Section 251
13 interconnection. As I discussed above, the FCC in *Time Warner* implicitly
14 rejected self-certification when it emphasized the role of state commission
15 evidentiary assessments.

16
17 The FCC has examined another section of Act and has relied on in part for
18 self-certification. This FCC decision was recently upheld by the United
19 States Court of Appeals, D.C. Circuit. The Court reviewed the Federal
20 Communications Commission’s decision in a matter involving Bright
21 House. See *Verizon California, Inc., et al., versus the Federal*
22 *Communications Commission*, United States Court of Appeals, for the
23 District of Columbia Circuit, No. 08-1234, Feb. 10, 2009 (“*Verizon/Bright*
24 *House*”). In *Verizon/Bright House*, the Court affirmed the FCC’s
25 determination that “based on the specific record of [that] case” Comcast-

1 affiliated competitive carriers “provide ‘telecommunications services’...
2 *within the meaning of section 222(b) of the Act.*” See *Bright House*
3 *Networks, LLC v. Verizon California, Inc.*, Memorandum Opinion and
4 Order, 23 FCC 10704 (2008) (“*Bright House*”) at ¶¶39 & 41 (Emphasis
5 added).

6
7 The *Verizon/Bright House* decision is distinguishable from this proceeding
8 because the FCC emphasized that “[its] holding is limited to the particular
9 facts and the particular statutory provisions at issue” in that case, namely
10 section 222(b) of the Act. (*Id.* at ¶41) The FCC went on to state that its
11 decision does not necessitate a finding that Comcast is a
12 telecommunications carrier “for the purpose of all other provisions of the
13 Act.” (*Id.*) The Court found the FCC’s interpretation of §222(b)
14 “reasonable.” It also noted that the “Commission simply refrained from
15 reaching any decision as to the classification of the affiliates in other
16 statutory contexts” (*Verizon/Bright House*, Slip Op. page 10)—such as the
17 one presented in this proceeding.

18
19 It is important that in the context of this proceeding, the FCC has left to the
20 states to determine whether a carrier is a common carrier providing a
21 telecommunications service where that carrier seeks Section 251
22 interconnection rights for the purpose of providing a wholesale
23 interconnection service. (*See Time Warner* at ¶14”) As I mentioned earlier,
24 the FCC also stated, “we do not find it appropriate to revisit any state
25 commission’s evidentiary assessment of whether an entity demonstrated that

1 it held itself out to the public sufficiently to be deemed a common carrier
2 under well-established law.” (*Id.* at ¶17) In *Time Warner*, the FCC made
3 clear that “the definition of telecommunications services is intended to
4 clarify that telecommunications services are common carrier services.” (*Id.*
5 at ¶ 12) Therefore, in accordance with the FCC’s decision in *Time Warner*,
6 it is this Commission, and not Comcast Phone, that must determine the
7 eligibility of Comcast Phone as a common carrier for purposes of Section
8 251 interconnection. (*See Id.*)

9 **Q: HAVE YOU REVIEWED THE LIS TARIFF SECTION FILED IN**
10 **FLORIDA?**

11 A: Yes.

12 **Q: IN YOUR OPINION, WHY SHOULD THE COMMISSION FIND**
13 **THAT COMCAST PHONE IS NOT OFFERING ITS LIS ON A**
14 **COMMON CARRIER BASIS?**

15 A: There are several facts supporting the conclusion that Comcast Phone’s LIS
16 is not being offered on a common carrier basis in Florida. Comcast Phone’s
17 LIS Tariff is without specific provisions that would actually govern the
18 terms and conditions of service. Comcast Phone itself describes that its
19 tariff provides only an “overview” for LIS. (*LIS Tariff*, Section 7.1.1.A)
20 TDS requested additional relevant documents that describe or specify the
21 terms and conditions of LIS and Comcast Phone objected and thereafter
22 responded by referring to the tariff. (Exhibit DDM-01, *Comcast Response*
23 *Request for Production of Documents*, No. 4) Upon detailed inspection, it is
24 clear that the LIS Tariff is merely a tool designed to camouflage the
25 Comcast Phone relationship with its Comcast IP affiliates and does not

1 support common carriage status, nor does it support Section 251
2 interconnection.

3
4 This conclusion is supported by the following observations. First, LIS is
5 only available via *bona fide* customer requests. (*Id.*, Section 7.1.1.C) The
6 conditions that establish a *bona fide* request are not described in the LIS
7 Tariff. Comcast Phone qualifies its LIS provisioning to “applicable” state or
8 federal law and “applicable” state or federal regulations. (*Id.*, Section
9 7.1.4.A) This raises the question of whether LIS is subject to federal and
10 state law and regulation. The tariff also shows draconian financial
11 provisions that effectively serve as a poison pill for any unaffiliated third
12 party retail VoIP provider. The term of the service is three years in length
13 and any termination of the agreement requires the retail VoIP provider to
14 pay 100 percent of all monthly recurring rates for the remaining months left
15 in the contract. (*Id.*, Section 7.1.5.B)

16
17 This poses two problems. First, Comcast Phone can discontinue service by
18 giving a 24-hour written notice for nonpayment of any amounts billed. (*Id.*,
19 Section 7.1.5.C.1) This unilateral provision does not account for possible
20 disputed amounts billed incorrectly by Comcast Phone. (Note that the
21 proposed interconnection agreement in this case has several measures for
22 dispute resolution and notifications prior to termination of the agreement or
23 termination of traffic exchange *e.g.*, General Terms and Conditions, Section
24 16). In fact, a Comcast Phone affiliate has taken the position in arbitration
25 proceedings before the Vermont Public Service Board, in Docket No. 7469,

1 Petition of Vermont Telephone Company, Inc. and Comcast Phone of
2 Vermont, LLC d/b/a Comcast Digital Phone for arbitration of
3 an interconnection agreement pursuant to Section 252 of the
4 Telecommunications Act of 1996 and Applicable State Laws, that a carrier
5 should not have any unilateral rights to block traffic or terminate the
6 agreement.

7
8 Furthermore, charges are developed on an individualized case basis (ICB)
9 and can be modified on one-day notice. (*Id.*, Section 5.1.13.1 and 5.1.13.3.)

10 By not providing documents responsive to the Request for Production No. 4,
11 Comcast Phone indicates it does not have any documents describing or
12 specifying its ICB arrangements in the state of Florida. Thus, Comcast
13 Phone has the sole discretion to set the rates for LIS and modify these rates
14 and charge these higher rates, even if a termination occurs, for the remaining
15 months of the term. It is apparent that Comcast Corporation's retail VoIP
16 subsidiaries are the only VoIP providers that would not be severely
17 disadvantaged from the termination provision—in this event the LIS
18 termination penalty would be paid by one Comcast Corporation entity,
19 namely Comcast IP Phone (or Comcast IP Phone II or Comcast IP Phone
20 III), LLC (collectively "Comcast IP"), to another Comcast Corporation
21 entity, namely Comcast Phone. The Comcast Corporation affiliates that
22 intend to utilize Comcast Phone's LIS service is Comcast IP Phone, LLC
23 and Comcast IP Phone II and III. (*See* Exhibit DDM-01 – Comcast
24 Interrogatory Answer No. 2.) Therefore, the LIS service will likely be used

1 only to serve Comcast IP’s retail service and not be used by any competing
2 retail VoIP service provider.

3
4 Although a single basic rate element is listed in the guide for a Local
5 Interconnection Port, the actual local interconnection recurring and non-
6 recurring charges are determined on an individual case basis under
7 individualized considerations. (*LIS Tariff*, Section 7.1.13) Comcast Phone
8 also develops a charge for “All Other Bandwidths” on an individual case
9 basis. (*Id.*) Thus, Comcast Phone is able to make individualized decisions
10 with respect to the rates charged for its LIS.

11
12 It appears that Comcast Phone’s LIS Tariff is a fig leaf covering designed to
13 reply to the obvious conclusion that Comcast Phone’s wholesale offering is
14 intended to be private carriage for Comcast IP’s retail VoIP offerings. The
15 language from the LIS Tariff supports this conclusion. Comcast Phone is
16 able to make individualized decisions with respect to its wholesale service
17 agreements, and dictate on which terms it wishes to deal. Furthermore, the
18 LIS Tariff is an “overview” of the service terms so “there is no specific
19 regulatory compulsion to serve all indifferently.” (*See Southwestern Bell*
20 Decision at ¶15 stating “If the carrier chooses its clients on an individual
21 basis and determines in each particular case ‘whether and on what terms to
22 serve’ and there is no specific regulatory compulsion to serve all
23 indifferently, the entity is a private carrier for that particular service and the
24 Commission is not at liberty to subject the entity to regulation as a common

1 carrier.”) While such an entity is not subject to being regulated as a
2 common carrier, such entity is also not entitled to rights of common carriers.

3 **Q: IF COMCAST PHONE IS PROVIDING ANOTHER SERVICE ON A**
4 **COMMON CARRIER BASIS IN ANOTHER AREA OF FLORIDA,**
5 **DOES THAT SUGGEST OR IMPLY THAT IT IS A COMMON**
6 **CARRIER IN THE TDS’S SERVICE TERRITORY?**

7 A: No. A carrier can be a common carrier with respect to some of its activities
8 and not with respect to others. (See Southwestern Bell Decision at ¶17
9 stating “it is at least logical to conclude that one can be a common carrier
10 with regard to some activities but not others.”) For example, if Comcast
11 Phone were offering local exchange services on a common carrier basis in
12 other parts of Florida, it does not follow that Comcast Phone is offering its
13 wholesale services in the TDS service territory on a common carrier basis.
14 Furthermore, TDS has not seen any evidence showing that Comcast Phone
15 is seeking interconnection in its “own right” for the purpose of transmitting
16 telecommunications traffic to or from TDS.

17 **Q: IF COMCAST PHONE IS NOT A COMMON CARRIER FOR ITS**
18 **WHOLESALE SERVICES IN TDS’S SERVICE AREA, DOES ITS**
19 **WHOLESALE SERVICE OFFERING QUALIFY FOR SECTION 251**
20 **INTERCONNECTION?**

21 A: No, in my opinion.

22 **Q: DOES COMCAST PHONE’S SCHOOL AND LIBRARY OFFERING**
23 **QUALIFY IT AS A COMMON CARRIER?**

24 A: No, in my opinion. Comcast Phone’s Schools and Libraries service offering
25 is provided to a very limited, select group. Specifically, the service is

1 “exclusively available” to entities that pre-qualify for a federal discount
2 program. (Comcast Phone Tariff, Section 6.1.1.A.3) The service itself is
3 described by Comcast Phone as “a high-speed data service that uses point-
4 to-point T1 circuits for the interconnection of Local Area Networks (LANs)
5 across the customer’s physical locations. (See Comcast Phone Answer to
6 Interrogatory No. 31) These factual considerations suggest that Comcast
7 Phone’s Schools and Libraries service does not support its qualification as a
8 common carrier for any service requiring Section 251 interconnection.

9 **Q: DOES COMCAST PHONE’S EXCHANGE ACCESS SERVICE**
10 **OFFERING QUALIFY IT AS A COMMON CARRIER IN TDS’S**
11 **SERVICE TERRITORY?**

12 A: No. Access service enables end user customers to make and receive toll
13 calls from their selected interexchange carrier (IXC). If Comcast Phone has
14 no retail end-user customers due to its withdrawal of its residential and
15 business service tariff in 2007, it cannot be a terminating switched access
16 service provider. (See Exhibits DDM-02 and DDM-03, which establish the
17 withdrawal of Comcast Phone Exchange service in Florida.)

18 **Q: LASTLY, DO ANCILLARY SERVICES PROVIDED IN**
19 **CONJUNCTION WITH COMCAST PHONE’S LIS QUALIFY IT AS**
20 **A COMMON CARRIER?**

21 A: No. Ancillary services offered in conjunction with Interconnected VoIP
22 service do not constitute the provision of telecommunications service
23 because the underlying service they support is claimed by Comcast Phone to
24 not be a telecommunications service.

25

1 The FCC has concluded that there are some services or functions, that are
2 “incidental or adjunct to common carrier transmission service,” including
3 local number portability, central office space for collocation, and certain
4 billing and collection services. These services, according to the FCC,
5 “should be treated for regulatory purposes in the same manner as the
6 transmission services underlying them . . .” (*Bright House*, at ¶31). The
7 FCC has indicated that these adjunct-to-basic services are vital to the
8 provision of telecommunications services. Using this same policy directive,
9 it follows that when the underlying retail service is not a
10 telecommunications service and not a common carrier service, these
11 adjunct-to-basic services supporting the provision of non-
12 telecommunications services should be treated similarly as non-
13 telecommunications services. Comcast IP will be offering a retail
14 interconnected VoIP service which is not a telecommunications service.
15 Therefore, since the underlying retail service is not a telecommunications
16 service, Comcast Phone’s provision of ancillary services incidental to this
17 transmission of non-telecommunications traffic does not constitute
18 telecommunications service. The insertion of a wholesale provider in the
19 middle does not change the status of the underlying service. To have it
20 otherwise would provide an opportunity for non-telecommunications
21 providers to obtain the benefits afforded telecommunications carriers not
22 currently allowed under federal regulations or policy. (*See generally Time*
23 *Warner*)

1 **Q. HOW DOES FLORIDA DEFINE THE TERMS**
2 **“TELECOMMUNICATIONS COMPANY” AND**
3 **“TELECOMMUNICATIONS SERVICES?”**

4 A. Section 364.02(14), Florida Statutes, states that the term
5 “telecommunications company” includes: “every corporation, partnership,
6 and person and their lessees, trustees, or receivers appointed by any court
7 whatsoever, and every political subdivision in the state, offering two-way
8 *telecommunications service* to the public for hire within this state by the use
9 of a telecommunications facility.” (Emphasis added) Section 364.02(13),
10 Florida Statutes, further provides that the term “service” is to be construed
11 in its broadest and most inclusive sense, but “does not include broadband
12 service or voice-over-Internet protocol service for purposes of regulation by
13 the commission.”

14 **Q. DO YOU BELIEVE THAT COMCAST PHONE IS PROVIDING**
15 **“TELECOMMUNICATIONS SERVICES” IN FLORIDA?**

16 A. Although I am not a lawyer, in my opinion, no. Based on the information I
17 have reviewed and that has been provided to me in this and other similar
18 proceedings around the country, and my review of recent FCC decisions, it
19 is my understanding that Comcast Phone uses VoIP technology for its
20 offering in Florida and therefore its offerings do not qualify as
21 “telecommunications services” under Florida law.

22 **Q. IF YOUR CONCLUSION IS CORRECT, WHY DOES THAT**
23 **MATTER?**

24 A. It matters for several reasons. First, in its ruling in *Time Warner*, the FCC
25 left to the states to determine, based on the facts of the particular case,

1 whether a service provider is a Telecommunications Carrier providing a
2 Telecommunications Service. The FCC stated “we do not find it appropriate
3 to revisit any state commission’s evidentiary assessment of the facts before
4 it in an arbitration or other proceeding regarding whether a carrier offers a
5 telecommunications service.” (*Id.* ¶14) The FCC has left this state
6 commissions room to consider the definitions in state law when rendering
7 decisions. An entity that is not providing a “telecommunications service”
8 under state law should not be able to claim the right to interconnection under
9 Section 251 or state law.

10
11 Second, it appears to me that the interconnection obligation in Section
12 364.16(3), Florida Statutes, only applies if a CLEC is providing “local
13 exchange telecommunications services.” Since Comcast Phone uses VoIP
14 technology for its offerings in Florida, its offerings do not qualify to be
15 “telecommunications services” under Florida law and Section 364.16(3)
16 would not compel TDS Quincy to interconnect with Comcast Phone.

17
18 Third, it shows how Comcast is trying to “have its cake and eat it too.”
19 Because Comcast IP provides its offerings using VoIP technology in
20 Florida, it is virtually exempt from regulation by the Commission, which
21 provides it a substantial business advantage over incumbent local exchange
22 companies like TDS (and CLECs that are not using VoIP). Yet, while
23 eschewing Commission regulation of its retail service, Comcast Phone IP’s
24 affiliate (Comcast Phone) is quick to claim a right to interconnection under

1 federal and state laws that appears to be available only to providers of
2 telecommunications services.

3 **Q. HAS THE FLORIDA COMMISSION EVER CONCLUDED THAT**
4 **AN ENTITY IS NOT ENTITLED TO INTERCONNECTION UNDER**
5 **SECTION 251?**

6 A. Yes. In a recent case, the Commission held that Intrado was not providing
7 “telephone exchange service” and therefore was not entitled to
8 interconnection under Section 251(c). (See In re: Petition by Intrado
9 Communications, Inc. for arbitration of certain rates, terms and conditions
10 for interconnection with Embarq Florida, Inc., pursuant to Section 252(b) of
11 the Communications Act of 1934, as amended, and Section 364.12, F.S.;
12 Docket No. 070699-TP; Final Order (December 3, 2008) and Final Order
13 Denying Motion for Reconsideration (March 16, 2009) “*Intrado*”)

14 **Q: IS COMCAST PHONE CERTIFICATED BY THE COMMISSION?**

15 A: Yes.

16 **Q: SHOULD THIS FACT PLAY A SIGNIFICANT ROLE AS THE**
17 **COMMISSION DECIDES THIS CASE?**

18 A. No. This fact should not matter to the Commission as it decides this case.
19 Intrado was and is certificated by the Commission as a CLEC, and that
20 made no difference in the Commission’s determination in *Intrado*. The
21 issue for the Commission to decide in this case is whether the technology
22 used by Comcast Phone and its offerings in Florida entitle it to
23 interconnection, not what kind of certificate it holds.

24

1 **V. Comcast Phone is not Offering Telecommunications**
2 **Service that would qualify for Section 251**

3 **Interconnection with TDS**

4 **Q: NOW, FOR THE SAKE OF ARGUMENT, PLEASE ASSUME THAT**
5 **COMCAST PHONE IS CONSIDERED TO BE A COMMON**
6 **CARRIER IN TDS'S SERVICE TERRITORY. WOULD COMCAST**
7 **PHONE'S REQUEST FOR INTERCONNECTION SATISFY**
8 **FEDERAL REQUIREMENTS RELATED TO INTERCONNECTED**
9 **VOIP SERVICES?**

10 A: In my opinion, no. Comcast Phone's LIS service enables interconnected
11 VoIP service providers to interconnect with TDS. Even if Comcast Phone
12 were considered to be a common carrier in TDS's service territory, the
13 traffic proposed to be delivered by Comcast Phone to TDS through the
14 Section 251 interconnection agreement is interconnected VoIP service
15 traffic – which has not been designated as telecommunications traffic by the
16 FCC. The failure to exchange telecommunications traffic through a Section
17 251 interconnection arrangement is not in compliance with FCC regulation
18 47 CFR § 51.100 and does not meet a threshold requirement for Section 251
19 interconnection. Moreover, this arrangement would overstep the limits the
20 FCC placed on wholesale service providers in *Time Warner*.

21 **Q: PLEASE DESCRIBE FCC REGULATION 47 CFR § 51.100.**

22 A: FCC regulation 47 CFR § 51.100 establishes a telecommunications carrier's
23 general duty pursuant to Section 251 of the Act. Section 51.100(b)
24 prescribes the type of interconnection access granted by one

1 telecommunications carrier to another telecommunications carrier that has
2 obtained interconnection pursuant to Section 251. Specifically, it states:

3 (b) A telecommunication carrier that has interconnected or gained
4 access under Sections 251(a)(1), 251(c)(2), or 251(c)(3) of the
5 Act, may offer information services through the same
6 arrangement, so long as it is offering telecommunications services
7 through the same arrangement as well. (47 CFR § 51.00(b))

8 **Q: HOW DOES FCC REGULATION § 51.100 APPLY TO COMCAST**
9 **PHONE?**

10 A: This FCC regulation addresses the exchange of traffic between two carriers
11 via an interconnection arrangement. The carrier obtaining the
12 interconnection must be transmitting telecommunications traffic pursuant to
13 sections 251(a)(1), 251(c)(2), or 251(c)(3) of the Act as an initial criterion
14 for establishing the connection under section 51.100. Only after this initial
15 criterion is established for telecommunications service traffic may a
16 telecommunications carrier use the excess capacity of the same
17 interconnection facility to exchange information service traffic. *See, e.g., F.*
18 *Cary Fitch D/B/A/ Fitch Affordable Telecom Petition For Arbitration*
19 *Against SBC Texas Under § 252 of the Communications Act*, Proposal for
20 Award, Texas PUC Docket No. 29415, p. 20, Jun. 2005, *aff'd, F. Cary Fitch*
21 *v. Public Utility Commission of Texas*, No. 07-50088 261 Fed.Appx. 788,
22 2008 WL 148940 (C.A.5 (Tex.)) (5th Cir. 2008) "*Fitch v. TX PUC*".

23
24 The Fifth Circuit Court of Appeals described section 51.100 on appeal as
25 being "the heart of this dispute" on the issue of the use of interconnection

1 facilities to carry information service traffic. While VoIP service is not
2 classified as information service, this requirement establishes that the
3 primary purpose for a Section 251 interconnection arrangement is for
4 telecommunications traffic and not VoIP traffic or information service
5 traffic. Therefore, Comcast Phone may not obtain interconnection pursuant
6 to section 51.100 for non-telecommunications purposes. (*See Id.*) In other
7 words, in this specific case that addresses local interconnection, Comcast
8 Phone must exchange telecommunications service traffic subject to Section
9 251 over the requested trunks and facilities before it can use the excess
10 capacity in the same interconnection arrangement to exchange information
11 services traffic. In this instance, Comcast Phone is seeking to exchange
12 VoIP traffic, which Comcast Phone does not claim as telecommunications
13 traffic, over the interconnection facility.

14 **Q: IS THE INTERCONNECTED VOIP TRAFFIC THAT WOULD USE**
15 **COMCAST PHONE'S LIS SERVICE DESIGNATED AS**
16 **TELECOMMUNICATIONS TRAFFIC?**

17 **A:** No. Comcast Phone will not be generating any local telecommunications
18 traffic from its LIS service. And Comcast Phone is not planning to offer any
19 retail residential telecommunications services within TDS's service
20 territory. The only service that will generate traffic is the LIS service that is
21 restricted to "interconnected VoIP service providers," as that term is defined
22 by the FCC. The FCC has not made a determination that Interconnected
23 VoIP service is a telecommunications or an information service. Despite
24 language in the proposed interconnection agreement limiting the scope of
25 the agreement for the "transport and termination of telecommunications

1 traffic,” (*Petition*, Attachment B, page 4, 1.1) there is no
2 telecommunications traffic available for exchange at the proposed
3 interconnection arrangement.

4 **Q. HAS THE FCC ADDRESSED ITS REGULATION § 51.100 IN THE**
5 **CONTEXT OF PROVIDING INTERCONNECTED VOIP SERVICE?**

6 A. Yes. I discussed above the *Time Warner* decision and repeat that the FCC
7 has recognized that the provision of wholesale services for interconnected
8 VoIP service providers alone does not grant a wholesale carrier
9 interconnection rights. (*Time Warner*, ¶14, fn 39, and ¶ 16) In discussing
10 this matter, the FCC states “we emphasize that the rights of
11 telecommunications carriers to Section 251 interconnection are limited to
12 those carriers that, at a minimum, do in fact provide telecommunications
13 services to their customers, either on a wholesale or retail basis,” and “our
14 ruling today is limited to telecommunications carriers that provide wholesale
15 telecommunications service and that seek interconnection *in their own right*
16 for the purpose of transmitting traffic to or from another service provider.”
17 (*Id.* at ¶ 14 and ¶ 16 (emphasis in original)) The FCC also provides that
18 although the fact that a telecommunications carrier is providing non-
19 telecommunications services does not dispose of its rights, the
20 telecommunications carrier must also be “*offering telecommunications*
21 *services through the same arrangement.*” (*Id.* at fn 39 (quoting 47 CFR
22 §51.100) (Emphasis in original)) Accordingly, if the interconnection
23 arrangement proposed by Comcast Phone is used exclusively for the
24 transmission of VoIP service traffic – which the FCC has not determined is
25 a telecommunications service, and does not contain any telecommunications

1 traffic generated by Comcast Phone, in its own right, then the proposed
2 arrangement does not satisfy FCC regulation §51.100, is not consistent with
3 the limitations of *Time Warner*. And Comcast Phone does not have rights to
4 Section 251 interconnection with TDS.

5 **Q: DOES COMCAST PHONE HAVE ANY LOCAL**
6 **TELECOMMUNICATIONS TRAFFIC TO EXCHANGE WITH TDS**
7 **IN THIS PROCEEDING?**

8 A: No. LIS service consists solely of VoIP traffic, and Schools and Libraries
9 service is referred to as a point-to-point LAN service and does not generate
10 any telecommunications traffic that is exchanged over the Section 251
11 interconnection arrangement.

12 **Q: DOES ACCESS TRAFFIC QUALIFY COMCAST PHONE FOR**
13 **INTERCONNECTION WITH TDS UNDER FCC REGULATION**
14 **§51.100?**

15 A: No. There is no access traffic that would be exchanged through a Section
16 251 interconnection arrangement with Comcast Phone. TDS does not send
17 or receive access traffic over Section 251 interconnection facilities.

18 **VI. Citations to Other States' Actions Fail to Support**

19 **Comcast Phone's Position**

20 **Q: ARE YOU FAMILIAR WITH CITATIONS TO OTHER STATES**
21 **OFFERED BY COMCAST PHONE TO SUPPORT ITS PETITION?**

22 A: Yes. Comcast Phone cites to interconnection agreements in other states as
23 support for approval of an interconnection agreement in Florida. In
24 addition, Comcast Phone states that because TDS affiliates in three states

1 have interconnection agreements with Comcast Phone that TDS should be
2 barred from taking a contrary position now. (*Petition* ¶14)

3 **Q: DOES THE FACT THAT COMCAST PHONE HAS**
4 **INTERCONNECTION AGREEMENTS IN OTHER STATES PROVE**
5 **THAT COMCAST PHONE IS A TELECOMMUNICATIONS**
6 **CARRIER IN TDS SERVICE TERRITORY IN FLORIDA?**

7 A: No. The facts demonstrate that Comcast Phone has changed the service it is
8 providing. Initially, Comcast Phone was offering a telecommunications
9 service to retail end users in certain other states. In 2007 and 2008, Comcast
10 Phone stopped providing this telecommunications service. Specifically, as I
11 have mentioned before, Comcast withdrew its exchange services in Florida in
12 2007. Prior to Comcast Phone's withdrawal, Comcast Phone already had
13 interconnection agreements with many incumbent local exchange carriers
14 prior to Comcast Phone's termination of its regulated local retail service.
15 Generally, these interconnection agreements were not terminated when
16 Comcast Phone switched from providing retail service to providing
17 wholesale service.

18
19 The fact that Comcast Phone has an interconnection agreement also does not
20 automatically support Comcast Phone's claim of being recognized as a
21 telecommunications carrier in those states for purposes of Section 251
22 interconnection with TDS. If Comcast Phone's status as a
23 telecommunications carrier was not challenged, there is no indication that its
24 service actually meets the criteria in that state. In many of the states listed
25 by Comcast Phone, the cases cited involve Sprint and MCI. Both these

1 carriers had telecommunications traffic in their own right prior to offering
2 wholesale service to interconnected VoIP service providers. In addition,
3 Sprint and MCI offer its wholesale service to unaffiliated carriers. Sprint, in
4 fact, serves several different cable operators' VoIP service and even other
5 CLECs. This situation is very different than Comcast Phone that only
6 serves its affiliate and does not have any telecommunications traffic in its
7 own right.

8 **Q: ARE THE AGREEMENTS BETWEEN AFFILIATES OF QUINCY**
9 **TELEPHONE AND AFFILIATES OF COMCAST PHONE IN**
10 **OTHER STATES BINDING IN FLORIDA?**

11 A: No. State laws vary from state-to-state and the facts presented in each state
12 can vary.

13 **Q: WHAT IS YOUR RECOMMENDATION TO THE COMMISSION**
14 **ON USE OF RULINGS FROM OTHER STATES?**

15 A: I recommend the Commission make its own independent decision based on
16 the information and arguments in this record. The FCC allows each state to
17 determine if a wholesale carrier is actually a telecommunications carrier
18 based on the specific circumstances of the offering in that state. In addition,
19 the Commission should find that positions that TDS affiliates have taken in
20 other states under different rules, circumstances and time periods do not
21 limit TDS's position in this case.

22 **Q: WHAT IS YOUR RECOMMENDATION TO THE COMMISSION in this**
23 **proceeding?**

24 A: I recommend the Commission determine that Comcast Phone is not a
25 common carrier in the TDS service territory. My recommendation is based

1 on the facts and circumstances surrounding Comcast Phone's services
2 described above.

3

4 Alternatively, under the assumption presented to me that Comcast Phone is
5 considered to be a common carrier in TDS's service territory, my
6 recommendation is that the Commission conclude that Comcast Phone's
7 position in this arbitration is unsupported and the request for interconnection
8 is not appropriate and not *bona fide* because Comcast Phone's request does
9 not satisfy FCC regulation §51.100, nor does Comcast Phone's request
10 satisfy the limitations imposed by *Time Warner*.

11 **Q: DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

12 **A: Yes.**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone for Arbitration of an Interconnection Agreement with Quincy Telephone Company d/b/a TDS Telecom Pursuant to Section 252 of the Federal Communications Act of 1934, as amended, and Sections 120.57(1), 120.80(13), 364.012, 364.15, 364.16, 364.161 and 364.162, F.S., and Rule 28-106.201, F.A.C.

DOCKET NO. 080731

**Exhibits to Prepared Direct Testimony of
Douglas D. Meredith**

<u>No.</u>	<u>Description</u>
DDM-01	Comcast Phone Discovery Responses (56 pages)
DDM-02	Comcast Phone Application to Terminate Exchange Services in Florida (10 pages)
DDM-03	Comcast Phone Florida Price List Sections 3 & 4 (68 pages)
DDM-04	Comcast Phone Florida Price List Sections 7 & 14 (7 pages)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone for Arbitration of an Interconnection Agreement with Quincy Telephone Company d/b/a TDS Telecom Pursuant to Section 252 of the Federal Communications Act of 1934, as amended, and Sections 120.57(1), 120.80(13), 364.012, 364.15, 364.16, 364.161 and 364.162, F.S., and Rule 28-106.201, F.A.C.

DOCKET NO. 080731

COMCAST RESPONSE TO TDS/TELECOM QUINCY TELEPHONE'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone ("Comcast Phone") provides the following objections and responses to TDS/Telecom Quincy Telephone's ("TDS") First Request for Production of Documents.

I.

GENERAL OBJECTION

Comcast Phone objects to TDS's definitions and instructions to the extent that they seek to impose obligations exceeding those imposed by the Commission's Rules and the Florida Rules of Civil Procedure. Comcast Phone further objects to any and all discovery that seeks to obtain information from Comcast Phone for Comcast Phone's subsidiaries, affiliates, or other affiliates of Comcast Phone that are not certificated by the Commission or which involve Comcast operations outside the state of Florida. Comcast Phone hereby incorporates these general objections into each of the specific objections and responses provided below.

II. SPECIFIC OBJECTIONS AND RESPONSES

Document Request No. 1

Please provide a corporate organizations chart that shows Comcast and its affiliates.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The corporate organization of Comcast Phone and its affiliates has no bearing on whether Comcast Phone is entitled to interconnection under federal law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Prepared by: Counsel
Date: February 27, 2009

Document Request No. 2

Please provide a copy of the terms and conditions for "Schools and Libraries Network Service" that is offered in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that the terms and conditions of Comcast Phone's Schools and Libraries Network Service that is offered in Florida are not relevant or reasonably related to the issue presented for Commission determination in this docket. The requested information has no bearing on whether Comcast Phone is entitled to interconnection under federal law. In addition, Comcast Phone objects to this request on the grounds that the document requested is a public document and thus is already available to TDS.

Subject to, and without waiver of, these objections, Comcast Phone currently offers a Schools and Libraries Network Service, the terms and conditions of which can be found at <http://www.comcast.com/corporate/about/phonetermsofservice/circuit-switched/statetariffs/florida.html>.

Prepared by: Counsel (objections), Beth Choroser
Date: February 27, 2009

Document Request No. 3

Please provide a copy of the terms and conditions for "exchange access service to interexchange carriers" that is offered in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that the terms and conditions of Comcast Phone's exchange access service to interexchange carriers that is offered in Florida are not relevant or reasonably related to the issue presented for Commission determination in this docket. The requested information has no bearing on whether Comcast Phone is entitled to interconnection under federal law. In addition, Comcast Phone objects to this request on the grounds that the document requested is a public document and thus is already available to TDS.

Subject to, and without waiver of, these objections, Comcast Phone currently offers exchange access service to interexchange carriers in Florida, the terms and conditions of which can be found at <http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Florida/FL%20Exchange%20Section%203.pdf>.

Prepared by: Counsel (objections), Beth Choroser
Date: February 27, 2009

Document Request No. 4

Please provide a copy of the terms and conditions for "Local Interconnection Service" that is offered in the State of Florida.

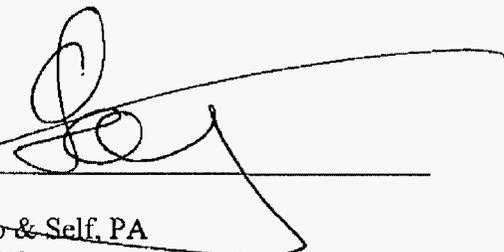
Response

Comcast Phone objects to this request on the grounds that the terms and conditions of Comcast Phone's Local Interconnection Service that is offered in Florida are not relevant or reasonably related to the issue presented for Commission determination in this docket. The requested information has no bearing on whether Comcast Phone is entitled to interconnection under federal law. In addition, Comcast Phone objects to this request on the grounds that the document requested is a public document and thus is already available to TDS.

Subject to, and without waiver of, these objections, Comcast Phone currently offers Local Interconnection Service in Florida, the terms and conditions of which can be found at <http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Florida/FL%20Exchange%20Section%207.pdf>

Prepared by: Counsel (objections), Beth Choroser
Date: February 27, 2009

Date this 27th day of February, 2009



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Comcast Digital Phone

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone for Arbitration of an Interconnection Agreement with Quincy Telephone Company d/b/a TDS Telecom Pursuant to Section 252 of the Federal Communications Act of 1934, as amended, and Sections 120.57(1), 120.80(13), 364.012, 364.15, 364.16, 364.161 and 364.162, F.S., and Rule 28-106.201, F.A.C.

DOCKET NO. 080731
Served: January 26, 2009

**COMCAST PHONE RESPONSE TO TDS/TELECOM QUINCY TELEPHONE'S
FIRST INTERROGATORIES**

Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone ("Comcast Phone") provides the following objections and responses to Quincy Telephone Company's d/b/a TDS Telecom ("TDS") First Interrogatories.

I.

GENERAL OBJECTION

Comcast Phone objects to TDS's definitions and instructions to the extent that they seek to impose obligations exceeding those imposed by the Commission's Rules and the Florida Rules of Civil Procedure. Comcast Phone further objects to any and all discovery that seeks to obtain information from Comcast Phone for Comcast Phone's subsidiaries, affiliates, or other affiliates of Comcast Phone that are not certificated by the Commission or which involve Comcast operations outside the state of Florida. Comcast Phone hereby incorporates these general objections into each of the specific objections and responses provided below.

II. SPECIFIC OBJECTIONS AND RESPONSES

Interrogatory No. 1

Please describe the corporate relationships (i.e., owner, affiliate, subsidiary, partner, etc.), including all intermediate relationships, between Comcast Phone and the entities listed in the chart below. For each entity also identify its legal name and all d/b/a's, assumed names, trade marks, service marks, and brands, and describe the existing and planned or contemplated roles of the entity in the provision of voice, data, or cable television services in Florida. If the entity is not affiliated with Comcast Phone in any way, please state "none."

Comcast Entity	Relationship (affiliate, owner, sub etc)	Legal name	Assumed name	Entity offers Voice service	Entity offers Data service	Entity offers Video service
(a) Comcast Corporation						
(b) Comcast ABB Management, LLC						
(c) Comcast ABB Network Solutions, Inc.						
(d) Comcast of Arkansas/ Florida/Louisiana/ Minnesota/Mississippi/ Tennessee, Inc.						
(e) Comcast Business Communications, LLC						

(f) Comcast Cable Communications Holdings, Inc.						
(g) Comcast Cable Holdings, LLC						
(h) Comcast of California/ Colorado/Florida/ Oregon, Inc.						
(i) Comcast of California XIV, LLC						
(j) Comcast of Celebration, LLC						
(k) Comcast of Coconut Creek, Inc.						
(l) Comcast of Colorado/ Florida, Inc.						
(m) Comcast of Bellevue, Inc.						
(n) Comcast Commercial Services, LLC.						
(o) Comcast of Florida, LP						
(p) Comcast of Florida/ Georgia, LLC						
(q) Comcast of Florida I, Inc.						
(r) Comcast of Florida II, Inc.						
(s) Comcast of Florida III, Inc.						
(t) Comcast of Florida/ Illinois/Michigan, Inc.						
(u) Comcast of Florida/ Pennsylvania, L.P.						
(v) Comcast of Florida/ Washington, LLC						
(w) Comcast Gateway Holdings, LLC.						
(x) Comcast of Georgia/ Massachusetts, LLC						
(y) Comcast of Greater Florida/Georgia, Inc.						
(z) Comcast of the Gulf Plains, Inc.						
(aa) Comcast of Illinois IV, Inc.						

(bb) Comcast of Illinois VII, Inc.						
(cc) Comcast IP Phone, LLC						
(dd) Comcast IP Phone II, LLC						
(ee) Comcast IP Phone III, LLC						
(ff) Comcast of Margate, Inc.						
(gg) Comcast of Marianna, Inc.						
(hh) Comcast of Miami, Inc.						
(ii) Comcast of Michigan, LLC						
(jj) Comcast Mo Interactive Services, Inc.						
(kk) Comcast of North Broward, Inc.						
(ll) Comcast of Panama City, Inc.						
(mm) Comcast of Parkland, Inc.						
(nn) Comcast of Perry, Inc.						
(oo) Comcast Phone, LLC						
(pp) Comcast Phone of Florida, LLC						
(qq) Comcast of Quincy, Inc.						
(rr) Comcast Sch Holdings, LLC						
(ss) Comcast Shared Services Corporation						
(tt) Comcast of the South, Inc.						
(uu) Comcast of South Dade, Inc.						
(vv) Comcast of South Florida I, Inc.						
(ww) Comcast of South Florida II, Inc.						
(xx) Comcast Spotlight, Inc.						

(yy) Comcast of Tallahassee, Inc.						
(zz) Comcast/Time Warner Ft. Myers-Naples Cable Advertising, LLC						
(aaa) Comcast/Time Warner Jacksonville Cable Advertising, LLC.						
(bbb) Comcast of West Florida, Inc.						
(ccc) Comcast of Wyoming I, Inc.						

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The corporate relationships between Comcast Phone and its affiliates have no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Prepared by: Counsel
 Date: February 27, 2009

Interrogatory No. 2

(a) Which of the Comcast Companies has a certificate from the Florida Public Service Commission? (b) Which of the Comcast Companies provides IP Voice services to retail voice customers in Florida? (c) Which of the Comcast Companies provides retail data services to customers in Florida? (d) Please identify any member of the Comcast family of companies (Comcast Corporation and its subsidiaries and affiliates) that are not listed in Interrogatory No. 1 and that provide IP Voice services or data services to retail customers in Florida.

Response

(a) Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that the request seeks information on companies other than Comcast Phone. Such information has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law.

Subject to, and without waiver of, that objection, Comcast Phone is one of two Comcast Corporation subsidiaries certificated to offer telecommunications service within the state of Florida. The other certificated entity is Comcast Business Communications, LLC, which provides resold long-distance calling services in Florida.

(b) Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The provision of IP services has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, in Florida, Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC are involved in providing interconnected Voice over Internet Protocol ("VoIP") services (as defined in 47 C.F.R. § 9.3 of the FCC's rules) to end user customers in Florida.

(c) Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that the request seeks information on companies other than Comcast Phone. Such information has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law.

Subject to, and without waiver of, that objection, see Response to Interrogatory No. 2(b).

(d) Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that the request seeks information on companies other than Comcast Phone. Such information has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law.

Subject to, and without waiver of, that objection, see Response to Interrogatory No. 2(b).

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 3

For each of the entities identified in Interrogatory No. 2:

- i. Does the entity own any physical network or CPE investments?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The ownership of physical assets of Comcast Phone and its affiliates has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, Comcast Phone constructs, leases, or otherwise obtains the physical network facilities necessary to provide the telecommunications service it offers, including but not necessarily limited to the facilities used to exchange telecommunications traffic with other telecommunications carriers.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 4

Do any of the entities listed in Interrogatory No. 2, use or plan to use any non-affiliated third party for:

- i. Interconnection to the telecommunications network?
- ii. the provision of long distance service
- iii. Providing network facilities
- iv. Provision of numbering resources

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. Whether Comcast Phone and its affiliates use or plan to use third parties to provide various services has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, see Response to Interrogatory No. 3.

Prepared by: Counsel
Date: February 27, 2009

Interrogatory No. 5

Identify each of the Comcast Companies involved in the provision of IP voice services in Florida and explain its role in the provision of such service.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The provision of IP services has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, see Response to Interrogatory No. 2(b).

Prepared by: Counsel
Date: February 27, 2009

Interrogatory No. 6

For any retail customer Comcast Phone had have in the State of Florida prior to discontinuing its Telecommunications service as specified in its Application to the FCC dated August 20, 2007 [WC Docket No. 07-189], Have all these retail customers been moved to Comcast's IP voice service or to another carrier? Do any retail customers remain with Comcast Phone?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The number of Florida customers that Comcast Phone had prior to, and subsequently after, discontinuing its Comcast Digital Phone service, has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law.

Subject to, and without waiver of, that objection, pursuant to the discontinuation of CDP, Comcast Phone does not have any remaining CDP customers.

Prepared by: Counsel (objections), Beth Choroser
Date: February 27, 2009

Interrogatory No. 7

Is any Comcast Company currently providing, seeking, planning or contemplating to provide retail local exchange service within the service territory of TDS Quincy? If so, please respond to the following:

- i. Please identify the Comcast Company or Companies currently providing, seeking, planning or contemplating to provide the retail local exchange service.
- ii. Please describe the retail local exchange service(s) that is or will be provided within the service territory.
- iii. Is/will the retail local exchange service(s) be provided via resale or facilities based?
- iv. Is/will the retail local exchange service(s) be tariffed?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that it seeks information on companies other than Comcast Phone. Whether and how such other companies are planning to provide service has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request on the grounds that the technological methods and places in which it plans to provide services is irrelevant to its interconnection rights, and because the request improperly seeks the proprietary and highly confidential business plans of a competitor.

Subject to, and without waiver of, these objections, Comcast Phone will offer telecommunications services in TDS' service territory once Comcast Phone and TDS have executed and implemented a Section 251 interconnection agreement.

Prepared by: Counsel (objections); Beth Choroser

Date: February 27, 2009

Interrogatory No. 8

Is any Comcast Phone seeking, planning or contemplating to provide a telecommunications service in TDS Quincy's service area that is not a local exchange service? If so, please respond to the following:

- i. Identify and describe all telecommunications services that are not local exchange services that the Comcast Company or Companies is seeking, planning or contemplating to offer?
- ii. Are there any other Comcast entities that are seeking to provide a telecommunications service in TDS Service area?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that it seeks information on companies other than Comcast Phone. Whether and how such other companies are planning to provide service has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request on the grounds that it improperly seeks the proprietary and highly confidential business plans of a competitor.

Prepared by: Counsel

Date: February 27, 2009

Interrogatory No. 9

Is any Comcast Company seeking, planning or contemplating to provide any wholesale interconnection services or wholesale telecommunications services (collectively, referred to as "Wholesale Services") in TDS Quincy's service area? If yes, please identify which Comcast Company or Companies is seeking to provide the Wholesale Services, describe the Wholesale Services to be provided, and, for each Wholesale Service to be provided, please respond to the following:

- i. Identify the TDS exchanges in which the Comcast Company or Companies seek, plan or contemplate to provide the Wholesale Service.
- ii. Identify all potential Wholesale Service customers each Comcast Company or Companies are seeking, planning or contemplating to provide Wholesale Services projects for itself in Florida over the next five years.

- iii. Identify all Wholesale Service customers each Comcast Company or Companies currently have in the State of Florida.
- iv. Identify all Wholesale Service customers each Comcast Company or Companies currently have in TDS Quincy's service area.
- v. Identify which of the Wholesale Service customers identified in the previous questions for each Comcast Company is an interconnected VoIP provider as this term is defined by the FCC in 47 C.F.R § 52.21 and § 54.5.
- vi. Identify all Comcast Companies that provide access to telephone numbers for its Wholesale Service customers in the State of Florida. For purposes of this question, "Comcast Company" includes, but is not limited to, any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers outside the State of Florida.
- vii. Identify all Comcast Companies that provide numbers to its Wholesale Service customer(s) for that customer's VoIP service in the State of Florida. For purposes of this question, "Comcast Company" includes, but is not limited to, any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers outside the State of Florida.
- viii. Identify how many numbers each Comcast Company has provided to its Wholesale Service customers that are in use by end user customers in the State of Florida. For purposes of this question, "Comcast Company" includes, but is not limited to, any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers outside the State of Florida.
- ix. Please identify all telecommunications services (as defined by 47 U.S.C. § 153 (46)) that each Comcast Company provides to its Wholesale Service customers, by company in Florida.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that it seeks information about any company other than Comcast Phone. Whether and how such other companies plan to provide service has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request on the grounds that it improperly seeks carrier proprietary network information and the proprietary and highly confidential business plans of a competitor.

Subject to, and without waiver of, these objections, see responses below:

(iii) Comcast Phone currently provides wholesale Local Interconnection Service ("LIS") in Florida to Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC. As a common carrier service offering, LIS is available to any qualifying customer that requests the service.

(iv) None.

(v) Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC are providers of interconnected VoIP services in Florida.

(vi) Comcast Phone.

(vii) Comcast Phone.

(viii) The number of telephone numbers in service in Florida from NPA/NXX codes or 1,000 blocks assigned to Comcast Phone is confidential and will be provided to TDS pursuant to the execution of a nondisclosure agreement for the protection of this confidential information.

(ix) Comcast Phone currently provides wholesale (1) LIS to Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC, and (2) exchange access service to multiple interexchange carriers seeking to terminate access traffic to end user customers of Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC. LIS is the public switched telephone network ("PSTN) interconnection functionality that permits interconnected VoIP service providers to offer services that, "permits users generally to receive calls that originate on the public switched telephone network [PSTN] and to terminate calls to the public switched telephone network." 47 C.F.R. § 9.3. As the FCC has also recognized, such PSTN interconnection services can only be provided by local exchange carriers such as Comcast Phone.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 10

Please respond to the following questions on behalf of Comcast Phone. The following questions address which services Comcast Phone considers to be telecommunications services (as defined by 47 U.S.C. § 153 (46)), as well as the delivery of such services by each Comcast Company, where applicable:

- i. Does Comcast Phone consider the provision of numbering resources a telecommunications service?
- ii. If Comcast Phone has provided numbers to a Wholesale Service customer, are the numbers associated with local exchange telecommunications service?
- iii. Does Comcast Phone consider the porting of numbers a telecommunications service?
- iv. Does Comcast Phone consider the provision of 911 and telephone relay service (TRS) to its Wholesale Service customers a telecommunications service?
- v. Does Comcast Phone consider operator services and directory assistance telecommunications services?

- vi. In which service territories in Florida are TRS, toll, and directory listings available from Comcast Phone? Please describe how Comcast Phone delivers these services.
- vii. Does Comcast Phone provide 911 services to Comcast IP Phone?
 - A. Does Comcast IP Phone use VoIP 911 provisioning rules?
 - B. Does the Comcast IP Phone end user have the option of inputting its location in the 911 database directly?
- viii. Does the Comcast Company consider the calls originated by its Wholesale Service customers that provide interconnected VoIP services to be telecommunications service?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The opinion on, and provisioning of, the services Comcast Phone and its affiliate may offer or provide has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket. Comcast Phone further objects to this request on the grounds that it improperly seeks Comcast Phone's opinion on a matter of law, rather than data.

Subject to, and without waiver of, these objections, Comcast Phone takes the position that the wholesale local interconnection service that it provides in Florida, which includes connection to the public switched telephone network, provision of numbering resources, local number portability, directory listings, and E911 service, is a telecommunications service as that term is defined in federal and Florida law.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 11

Please describe the network configuration of each Comcast Company that provides Wholesale Service to Wholesale Service customers. The description should describe the network configuration of the company while providing the Wholesale Services to its Wholesale Service customers.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The "network configuration" of Comcast Phone and its affiliates has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket. Comcast Phone also objects to this request on the grounds that it is vague and ambiguous in its use of the undefined and unexplained term "network configuration." In addition, Comcast Phone objects to

this request on the grounds that it improperly seeks carrier proprietary network information and the proprietary and highly confidential business plans of a competitor.

Subject to, and without waiver of, these objections, see Response to Interrogatory No. 3.

Prepared by: Counsel
Date: February 27, 2009

Interrogatory No. 12

Does any Comcast Company pay a regulatory fee to the Florida Public Service Commission? What is the basis for the payment? Does Comcast IP Phone pay a regulatory fee? What is the basis for its payment? If so, please, provide the amount paid by each of Comcast Companies for the years 2005, 2006, and 2007, and specifically whether any portion of the payment is based on interconnected VoIP revenue.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The amount Comcast Phone and its affiliates have paid in regulatory fees has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, Comcast Phone pays to the Commission all applicable regulatory fees required of all certificated telecommunications carriers in an amount that is calculated consistent with Commission requirements.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 13

Does any Comcast Company operating in Florida contribute to the federal Universal Service Fund? If so, please identify each of the Comcast Companies, and provide the amount of contributions by company for the years 2005, 2006, and 2007. For each Comcast Company operating in Florida, please indicate whether the company bases its estimate of VoIP-based service revenues on the FCC proxy percentage of traffic in the interstate jurisdiction, or provides a traffic study to justify the interstate traffic amounts.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. Whether, and if so how much, Comcast Phone or any affiliate contributes to the federal Universal Service Fund has no

bearing on whether Comcast Phone is a telecommunications carrier entitled to interconnection under federal or state law.

Subject to, and without waiver of, that objection, Comcast Phone is in compliance with all regulatory requirements including, without limitation, its universal service fund obligations, its contributions to which are paid in accordance with law.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 14

For purposes of this question, "Comcast Company" includes, but is not limited to, any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers outside the State of Florida. In any areas nationwide, where any Comcast Company provides Wholesale Service, has any Comcast Company:

- i. received a bill for intrastate and/or interstate switched access charges for traffic terminated to an ILEC? If so, please identify the Comcast Company or Companies.
- ii. has the Comcast Company or Companies paid the access bill? If not, has the Comcast Company or Companies ever disputed payment of an ILEC access bill on the grounds that the service in question utilizes VoIP or for any other reason? If yes, please provide a description of the dispute and resolution for each Comcast Company.

Response

Comcast Phone objects to these requests on the grounds that they are not relevant or reasonably related to the issue presented for Commission determination in this docket. Whether Comcast Phone or any affiliate has received a bill for switched access services, or paid or disputed a bill for switched access services, has no bearing on whether Comcast Phone is a telecommunications carrier entitled to interconnection under federal or state law.

Subject to, and without waiver of, these objections, Comcast Phone has never disputed payment of an ILEC access bill on the grounds that the service in question utilizes VoIP.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 15

Please respond to the following behalf of each Comcast Company:

- i. Have any of the Comcast Companies, at any time, obtained a certificate of public convenience and necessity or other authorization to provide local exchange telecommunications service in Florida? If yes, please list each

- Comcast Company. For purposes of this question, "Comcast Company" includes any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers in the State of Florida.
- ii. Are any of the Comcast Companies currently providing a retail service called "Digital Phone" service to customers in the State of Florida? In the past five years, have any of the Comcast Companies provided a retail service called "Digital Phone" service in the State of Florida? For purposes of this question, "Comcast Company" includes any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers in the State of Florida.
- iii. If the "Digital Phone Service" was offered pursuant to a certificate of public convenience and necessity or other authorization by any of the Comcast Companies, have any of these companies ever filed a letter with the Florida Public Service Commission indicating that it would no longer provide the "Digital Phone" service pursuant to its state certification of public necessity and convenience or other authorization? Please provide copies of the filed letters and correspondence. For purposes of this question, "Comcast Company" includes any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers in the State of Florida.
- iv. If any of the Comcast Companies have ever filed a letter with the Florida Public Service Commission indicating that it would no longer provide the "Digital Phone" service pursuant to its state certification or authorization, what was the reason for withdrawing the provision of "Digital Phone" service from state certification or authorization? For purposes of this question, "Comcast Company" includes, but is not limited to, any affiliate of Comcast or a business partner of an affiliate of Comcast that was, is or may be involved directly or indirectly in the provision of voice or data services to customers in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. Comcast Phone further objects to this request on the grounds that it seeks information on unrelated activities by Comcast Phone affiliates in states other than Florida.

Subject to, and without waiver of, these objections, see the following responses with respect to Comcast Phone:

(i) Comcast Phone has a certificate of public convenience and necessity ("CPCN") to provide intrastate telecommunications services in Florida.

(ii) Comcast Phone has offered "Digital Phone" service in Florida within the last five years but currently does not offer that service.

(iii) Comcast Phone notified the Commission that it would be discontinuing its Digital Phone product in Florida. Comcast did not seek withdrawal of its state certification.

(iv) Comcast Phone discontinued its CDP service offering in the Jacksonville, Florida area on August 31, 2007, and the Broward and Miami, Florida area on October 3, 2007, because it was a legacy circuit switched service offering that did not allow Comcast Phone to take full advantage of its cable affiliate's robust Internet Protocol-based network. Comcast Phone discontinued the CDP offering only, and did not surrender its authority to provide other telecommunications services. See also Response to Interrogatory No. 6.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 16

Please state how each Comcast Company provides or plans to provide service to its residential and business telephone customers in Florida. Specifically, which Comcast entity provides the dial tone, features, high-speed data, Intralata long distance and interLATA long distance services? If any element is provided by a third party, please identify the third party and describe how/where the Comcast Company interconnects with the third party provider.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How Comcast Phone or any affiliate provides or plans to provide service has no bearing on whether Comcast Phone is a telecommunications carrier entitled to interconnection under federal or state law.

Subject to, and without waiver of, this objection, Comcast Phone interprets this interrogatory as seeking information about its affiliates' interconnected voice over Internet protocol ("VoIP") service, which does not involve the provisioning of "dial tone," as on the public switched telephone network ("PSTN"). PSTN users hear a dial tone generated by the local switch, which is directly electronically connected to the PSTN-user's telephone. Some interconnected service VoIP subscribers are provided with the simulated sound of a dial tone generated by the customer's specialized IP-compatible CPE when they pick up their handsets to place a call. Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC provide interconnected VoIP services in Florida, as defined in 47 C.F.R. § 9.3, marketed to the public under the brand name "Comcast Digital Voice" ("CDV"). Thus, CDV has the following characteristics:

- (1) It enables real-time, two-way voice communications;

(2) The service requires a broadband connection from the user's location, which in CDV's case involves the use of the "last mile" facilities of its local franchised cable television affiliate:

(3) The service requires Internet protocol-compatible customer premises equipment ("CPE"); and

(4) it permits users to receive calls that originate on the public switched telephone network ("PSTN") and to terminate calls to the PSTN. These PSTN calls are routed through Comcast Phone's facilities and interconnections with other carriers (both local and toll).

A number of third-parties provide inputs of one kind or another to the CDV service, including: (1) the cable affiliate's "last mile" network facilities; (2) SS7 signaling (provided by a third-party unaffiliated signaling service provider); (3) operator services (provided by a non-affiliated third-party); (4) directory assistance (provided by a non-affiliated third-party); (5) directory listings (provided by both Comcast Phone, and the ILEC in each service territory; (6) voice mail services provided by a non-affiliated third-party); and (7) various interactive web portal services associated with the service (provided by various non-affiliated third-parties).

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 17

Does Comcast Phone consider itself to be a telecommunications carrier as defined in 47 U.S.C. § 153? Please explain the basis for your response.

Response

Comcast Phone objects to this request on the grounds that it seeks legal opinion rather than factual information.

Subject to, and without waiver of, that objection, yes, Comcast Phone considers itself to be a telecommunications carrier as defined by 47 U.S.C. § 153 because Comcast Phone has been certificated by the Commission to provide, and does provide, telecommunications services in the state of Florida.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 18

Attached as Exhibit One is a diagram depicting, TDS Quincy's understanding of the Comcast network. Please refer to this diagram and answer the following:

- i. Telephone
 - a. Is the telephone an analog telephone?
 - b. Can a SIP phone be used?

- c. Are there any restrictions on the types of telephones that can be used with the Comcast CDV service?
- d. Who owns the Telephone?
- ii. EMTA
 - a. What functions does the eMTA provide?
 - b. Where is the eMTA located?
 - c. Does Comcast consider the eMTA CPE?
 - d. Can a customer choose its eMTA?
 - e. Who owns the eMTA?
 - A. If Comcast owns the eMTA, which entity within Comcast owns the asset?
 - B. Is Comcast owns the eMTA, which entity within Comcast controls the eMTA?
 - f. Who installs the eMTA? If Comcast, which Comcast entity?
 - g. Who maintains the eMTA? If Comcast, which Comcast entity?
- iii. HFC Network
 - a. What functions do the HFC facilities provide?
 - b. Which Comcast entity owns the HFC facilities (coax, nodes, fiber)? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership.
 - c. Which Comcast entity controls the HFC facilities (coax, nodes, fiber)? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership.
 - d. Who installs the HFC facilities? If Comcast, which Comcast entity?
 - e. Who maintains the HFC facilities? If Comcast, which Comcast entity?
 - f. When a new CDV customer is added to the network, what entity makes the provisions the HFC facilities to the end user customer?
- iv. CMTS
 - a. What functions dose the CMTS provide?
 - b. Which Comcast entity owns the CMTS (coax, nodes, fiber)? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership
 - c. Which Comcast entity controls the CMTS (coax, nodes, fiber)? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership
 - d. How many CMTS devices serve the State of Florida?
 - e. What city and state are the CMTS(s) that serve Florida located?
- ii. Router 1
 - a. What functions does the Router 1 provide?
 - b. Which Comcast entity owns the Router 1? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership
 - c. Which Comcast entity controls the router 1? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership
 - d. How many Router 1s serve the State of Florida?

- e. Where are the Router 1s located?
 - iii. IP Data Transport
 - a. What functions does the IP Data transport provide?
 - b. What physical plant routes the IP Data from Router 1 to Router 2?
 - c. Does this data transport use the same physical cables as the HFC network?
 - d. Does the data transport use separate dedicated transport facilities?
 - e. Does this data transport use leased facilities to connect the two routers?
 - f. Which Comcast entity owns the transport if the answer to b or c is yes? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership
 - g. Which Comcast entity controls the IP data transport? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership
 - h. If a combination of transport types in b, c, and d are used in the State of Florida, please provide the approximate split between the types used? A percentage or mileage can be used to answer this question.
 - iv. Router 2
 - a. Does Router 2 provide the same functions as Router 1?
 - b. Are the answers to v a-e, the same for Router 2? If no, please respond to answers v a-e with respect to Router 2.
 - v. Media Gateway
 - a. What functions does the media gateway provide? Is the media gateway part of the softswitch? Are the vendors of the media gateway and the softswitch the same?
 - b. Which Comcast entity owns the Media Gateway? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership.
 - c. Which Comcast entity controls the Media Gateway? If more than one Comcast entity owns the physical facilities, please list all entities that have ownership.
 - d. How many Media Gateways serve the State of Florida?
 - e. Where are the Media Gateways located?
 - vi. Softswitch
 - a. What functions does the Softswitch provide?
 - b. Which Comcast entity owns the Softswitch? If more than one Comcast entity owns the physical Softswitch, please list all entities that have ownership.
 - c. Which Comcast entity controls the Softswitch? If more than one Comcast entity owns the physical Softswitch, please list all entities that have ownership.
 - d. How many Softswitches serve the State of Florida?
 - e. Where are the Softswitches located?
 - vii. Connection to the PSTN

- a. In Florida, does Comcast own the physical facilities used to interconnect with the PSTN?
 - A. If yes, which Comcast entity owns the physical facility? If more than one Comcast entity owns the physical Softswitch, please list all entities that have ownership. Does the same entity control the facilities from a provisioning and engineering perspective?
 - B. If no, are the facilities leased? If yes, which Comcast entity leases the facilities?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. Enhancing and/or correcting "TDS Quincy's understanding of the Comcast network" has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities of companies that are not parties to this docket.

Subject to, and without waiver of, these objections, Comcast Phone is responsible for interconnection with the public switched telephone network ("PSTN") as part of its Local Interconnection Service ("LIS"), pursuant to which Comcast Phone provides local exchange services to its interconnected VoIP service provider customers. Comcast Phone incorporates by reference its Response to Interrogatory No. 16. Comcast Phone is responsible for the provisioning and engineering of facilities from the Media Gateway to the switch of the interconnecting carrier. As the publicly available LIS Service Guide states, the Soft Switch and Media Gateway functionality are provided by the interconnected VoIP service provider. With respect to the provision of interconnected voice over Internet protocol services, those facilities are provided by Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC. Comcast Phone is responsible for providing PSTN interconnection (see Response to Interrogatory No. 16). "Ownership" of interconnection facilities varies from arrangement to arrangement. In some cases, Comcast Phone leases interconnection facilities between Comcast Phone and incumbent local exchange carriers in Florida and in other arrangements it owns the interconnection facilities between Comcast Phone and other telecommunications service providers.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 19

Where in the network does Comcast claim that protocol conversion takes place?

- i. Is there protocol conversion between the telephone and the eMTA?
- ii. Is there protocol conversion between the eMTA and the CMTS?
- iii. Is there protocol conversion between the CMTS and the Router 1?
- iv. Is there protocol conversion between Router 1 and Router 2?

- v. Is there protocol conversion between Router 2 and the media gateway?
- vi. Is there protocol conversion between Media Gateway and Softswitch?
- vii. Is there protocol conversion between Media Gateway and the PSTN?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The location where the protocol conversion takes place has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, the relevant protocol conversion for purposes of interconnected VoIP service's information service classification "takes place" at the Media Gateway, which converts traffic from IP to time division multiplexing ("TDM") (for out-going calls) and from TDM to IP (for incoming calls).

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 20

What is the technical interface for Comcast Phone and Comcast IP Phone?

- i. Is it a T1 with standard TDM signaling?
- ii. Is it an Ethernet transport facilities?
- iii. Is there proprietary signaling between the two entities?
- iv. Is there a physical interface at all or do the two entities share the same Media Gateway?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The technical interface between Comcast Phone and Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC has no bearing on whether Comcast Phone is entitled to interconnection under federal law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities of a company that is not a party to this docket. Subject to, and without waiver of, these objections, the technical interface is capable of exchanging telecommunications traffic in time division multiplexing ("TDM") format and its size depends upon the required capacity. It may be a TI, T3 or OC-level facility.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 21

What services are provided between the Comcast entities?

- i. Does Comcast Phone provide any service to Comcast IP Phone?
 - a. Please list services.
 - b. Which services provided under contract?
 - c. Which services provided under tariff?
 - d. Is the provision of service between the entities documented?
- ii. Does Comcast IP Phone provide any services to Comcast Phone?
 - a. Please list services provided.
 - b. Which services provided under contract?
 - c. Which services provided under tariff?
 - d. Is the provision of service between the entities documented?
- iii. Do Comcast cable affiliates provide services to Comcast Phone?
 - a. Please list services provided
 - b. Which services provided under contract?
 - c. Which services provided under tariff?
 - d. Is the provision of service between the entities documented?
- iv. Do any of the Comcast cable affiliates listed in Interrogatory No. 1 provide services to Comcast IP Phone?
 - a. Please list services provided.
 - b. Which services provided under contract?
 - c. Which services provided under tariff?
 - d. Is the provision of service between the entities documented?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. Whether and how Comcast Phone and its affiliates provide services to each other has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, Comcast Phone provides the following response:

- i. Comcast Phone provides Local Interconnection Service (“LIS”) to Comcast IP Phone, LLC, Comcast IP Phone II, LLC and Comcast IP Phone III, LLC (collectively, “Comcast IP”). The agreement between the companies is confidential and will be provided to TDS pursuant to the execution of a nondisclosure agreement for the protection of this confidential information.
- ii. Comcast Phone uses facilities provided by Comcast IP in the provision of LIS to Comcast IP.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 22

For this Interrogatory and for Interrogatory No. 30, please assume that Comcast IP provides the retail IP-based voice-related service to end users in the State of Florida that are proposed for the TDS Quincy's service area. If that assumption is incorrect, please identify the Comcast Company that is the retail provider of IP voice-related services and answer the questions accordingly. Please identify in detail how traffic from Comcast IP end user customers in a TDS Quincy exchange would be delivered to TDS Quincy for termination to a TDS end user customer located in same exchange.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How traffic is routed between an interconnected Voice over Internet Protocol ("VoIP") service subscriber and a TDS end user customer has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities and services of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, routing traffic between an interconnected VoIP subscriber and a TDS end user, who is located in the same local calling area, basically begins with a call from an interconnected VoIP service customer served by a company to which Comcast Phone provides Local Interconnection Service ("LIS"). Assuming that Comcast Phone is indirectly interconnected with TDS as initially contemplated under the Section 251 interconnection agreement the parties have negotiated, the call will be sent over interconnection facilities to the appropriate tandem, where the call will then be switched and TDS will terminate the call to its end user customer.

Further, by way of clarification, Comcast Phone does not provide interconnected VoIP services to end users. See Response to Interrogatory No. 2. Comcast Phone further notes that this response, as well as the responses to the TDS requests seeking comparable information, is addressed solely to voice communications between interconnected VoIP customers and end-users on the public switched telephone network ("PSTN"), and does not address call routing functions such as signaling, or the array of integrated services associated with integrated VoIP.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 23

Please identify in detail how traffic from a Comcast IP end user customer in a TDS Company exchange (the originating exchange) would be delivered to a TDS Quincy customer located in an exchange within the extended area service ("EAS") area of the originating exchange.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How traffic is routed between an interconnected Voice over Internet Protocol ("VoIP") subscriber and a TDS end user customer has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities and services of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, Comcast Phone incorporates by reference its answer to Interrogatory No. 22.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 24

Please identify in detail how traffic from a Comcast IP end user customer in Fort Walton, Florida, would be delivered to TDS for termination to a TDS end user customer in Quincy, Florida (intrastate/intraLATA). Do you agree that TDS' tariffed intrastate terminating access charges apply for this call? Please identify which Comcast Company is responsible for payment of the terminating access charges to TDS?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How traffic is routed between an interconnected Voice over Internet Protocol ("VoIP") subscriber and a TDS end user customer has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities and services of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, routing traffic from an interconnected VoIP subscriber in Fort Walton to a TDS end user in Quincy basically begins with a call from an interconnected VoIP service customer served by a company to which Comcast Phone provides Local Interconnection Service ("LIS"). The call is handed off to a third-party interexchange carrier and delivered to TDS pursuant to TDS' arrangement with the third-party interexchange carrier, at which time TDS will terminate the call to its end user customer.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 25

Please identify in detail how traffic from a TDS end user customer in Quincy, Florida, would be delivered to Comcast for termination to a Comcast IP end user customer in Fort Walton, Florida (intrastate/intraLATA). What charges do the Comcast Companies apply for this call? Please identify which Comcast Company is responsible for billing those charges?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How traffic is routed between an interconnected Voice over Internet Protocol ("VoIP") subscriber and a TDS end user customer has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities and services of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, routing traffic from a TDS end user in Quincy to an interconnected VoIP subscriber in Orlando basically begins with a call from the TDS end user. The call is handed off to the interexchange carrier that provides interLATA service to TDS, and delivered to Comcast Phone pursuant to its arrangement with the interexchange carrier. Comcast Phone will then deliver the call to the end user's interconnected VoIP service provider, with whom Comcast Phone provides Local Interconnection Service.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 26

Please identify in detail how traffic originating from a Comcast IP end user customer in Orlando, Florida would be delivered to TDS for termination to a TDS end user customer in the Quincy, Florida exchange (intrastate/interLATA). Do you agree that TDS' tariffed intrastate terminating access charges apply for this call? Please identify which Comcast Company is responsible for payment of the terminating access charges to TDS?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How traffic is routed between an interconnected Voice over Internet Protocol ("VoIP") subscriber and a TDS end user customer has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities and services of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, routing traffic from an interconnected VoIP subscriber in Orlando to a TDS end user in Quincy basically begins with a call from an interconnected VoIP service customer served by a company to which Comcast Phone provides

ocal Interconnection Service ("LIS"). The call is handed off to a third-party interexchange carrier and delivered to TDS pursuant to TDS' arrangement with the third-party interexchange carrier, at which time TDS will terminate the call to its end user customer.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 27

Please identify in detail how traffic from a TDS end user customer in Quincy, Florida, would be delivered to Comcast for termination to a Comcast IP end user customer in Orlando, Florida (intrastate/interLATA). What charges do the Comcast Companies apply for this call? Please identify which Comcast Company is responsible for billing those charges?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. How traffic is routed between an interconnected Voice over Internet Protocol ("VoIP") subscriber and a TDS end user customer has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the facilities and services of a company that is not a party to this docket.

Subject to, and without waiver of, these objections, routing traffic from a TDS end user in Quincy to an interconnected VoIP subscriber in Orlando basically begins with a call from the TDS end user. The call is handed off to the interexchange carrier that provides intraLATA service to TDS, and delivered to Comcast Phone pursuant to its arrangement with the interexchange carrier. Comcast Phone will then deliver the call to the end user's interconnected VoIP service provider, with whom Comcast Phone provides Local Interconnection Service.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 28

Please identify all Carrier Identification Codes assigned to each Comcast Company operating in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. Carrier Identification Codes ("CICs") have no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information about companies that are not parties to this docket.

Subject to, and without waiver of, these objections, Comcast Phone uses CIC 0386 in Florida except for LATAs 450, 452, 458, and 460, where it uses CIC 5011.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 29

Is Comcast IP a separate company from Comcast IP Phone of Florida, LLC, and if so, what is the relationship between the companies?

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The relationship between Comcast Phone affiliates has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on the operations of companies that are not a party to this docket.

Subject to, and without waiver of, these objections, Comcast IP Phone of Florida, LLC is a company that no longer exists, and its qualification with the Florida Secretary of State was withdrawn on January 10, 2006.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 30

Please provide a copy of any FCC filing in which any Comcast Company discontinued telecommunications services and/or a description and explanation of the services that were discontinued in the State of Florida within the past five (5) years.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. FCC filings discontinuing services have no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request on the grounds that it seeks publicly available information that is as accessible to TDS as it is to Comcast Phone.

Subject to, and without waiver of, these objections, copies of the FCC filings discontinuing circuit-switched local voice telephony service are attached as Attachments 30-1 and 30-2.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 31

In Comcast Phone's Petition for Arbitration, Comcast states that it "offers a Schools and Libraries Network Services." Please identify in detail what constitutes the "Schools and Libraries Network Service." Please identify whether there is any end use customer, such as a school or library that is receiving that service in the State of Florida. Please identify in detail in what way Comcast offers the "Schools and Libraries Network Service" in the State of Florida. Please identify where the terms and conditions, including, but not limited to, prices, for "Schools and Libraries Network Service" can be found for service in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that it is overbroad, unduly burdensome, and not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that it seeks detailed information about the way in which Schools and Libraries Network Service is offered in Florida. In addition, Comcast Phone objects to this request on the grounds that the document requested is a public document and thus is already available to TDS.

Subject to, and without waiver of, these objections, Comcast Phone currently offers a Schools and Libraries Network Service, a high-speed data service that uses point to point T-1 circuits for the interconnection of local area networks ("LANs") across the customer's physical locations. The terms and conditions of the schools and libraries service can be found at <http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Florida/FL%20Exchange%20Section%206.pdf>.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 32

Please identify whether there is any end user customer, such as a school or library, that is receiving the "Schools and Libraries Network Service" in any service area in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that it is duplicative of a portion of Interrogatory No. 31.

Subject to, and without waiver of, that objection, Comcast states that it currently does not serve any customers in Florida with its Schools and Libraries Network service. See also Response to Interrogatory No. 31.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 33

In Comcast Phone's Petition for Arbitration, Comcast states that it offers "exchange access service to interexchange carriers." Please identify in detail what constitutes "exchange access service to interexchange carriers." Please identify in detail where this service is offered in Florida. Please identify in detail how this service is offered in Florida. Please identify where the terms and conditions, including, but not limited to, prices, for "exchange access service to interexchange carriers" can be found for service in the State of Florida.

Response

Comcast Phone objects to this request on the grounds that it is overbroad, unduly burdensome, and not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that it seeks detailed information about the way in which exchange access service is offered in Florida. In addition, Comcast Phone objects to this request on the grounds that the document requested is a public document and thus is already available to TDS.

Subject to, and without waiver of, these objections, Comcast Phone currently offers exchange access service, which enables the interexchange carriers ("IXCs") who obtain this service in Florida to complete calls from their customers to subscribers of the interconnected VoIP service providers that Comcast Phone serves, and the terms and conditions of which can be found at <http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Florida/FL%20Exchange%20Section%203.pdf>.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 34

In Comcast Phone's Petition for Arbitration, Comcast stated that it offers "Local Interconnection Service to interconnected Voice over Internet Protocol ("VoIP") providers." Please identify in detail what constitutes "Local Interconnection Service." Please identify in detail where this service is offered in Florida. Please identify in detail how this service is offered in Florida. Please identify where the terms and conditions, including, but not limited to, prices for the "Local Interconnection Service" can be found for service in the State of Florida. Please identify in detail what is meant by "Local Interconnection Service."

Response

Comcast Phone objects to this request on the grounds that it is overbroad, unduly burdensome, and not relevant or reasonably related to the issue presented for Commission determination in this docket to the extent that it seeks detailed information about the way in which exchange access service is offered in Florida. In addition, Comcast Phone objects to this request on the grounds that the document requested is a public document and thus is already available to TDS.

Subject to, and without waiver of, these objections, Comcast Phone currently offers Local Interconnection Service, which provides a connection to the public switched telephone network for interconnected voice over Internet protocol (“VoIP”) service providers, including telephone exchange and exchange access services, numbering resources, number portability, and E911 connectivity, and the terms and conditions of which can be found at <http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Florida/FL%20Exchange%20Section%207.pdf>

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 35

Please identify all interconnected Voice over Internet Protocol providers, other than Comcast IP, to which Comcast now provides “Local Interconnection Service” within the State of Florida.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The identity of Comcast Phone’s customers has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket.

Subject to, and without waiver of, these objections, see Response to Interrogatory No. 9(iii).

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Interrogatory No. 36

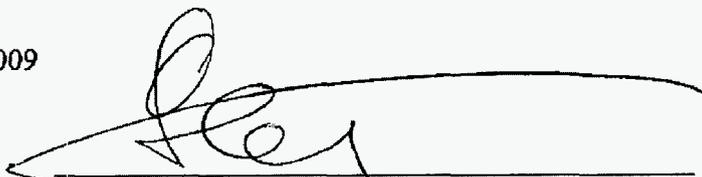
Please provide all interconnected Voice over Internet Protocol providers, other than Comcast IP, to which Comcast now provides “Local Interconnection Service” anywhere within the United States in each case specifying the location of the customer.

Response

Comcast Phone objects to this request on the grounds that it is not relevant or reasonably related to the issue presented for Commission determination in this docket. The identity of customers of Comcast Phone and its affiliates operating solely outside of Florida has no bearing on whether Comcast Phone is entitled to interconnection under federal or state law. Comcast Phone further objects to this request to the extent that it seeks information on companies that are not parties to this docket with respect to service arrangements in other states.

Prepared by: Counsel (objections); Beth Choroser
Date: February 27, 2009

Date this 27th day of February, 2009



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Comcast Digital Phone

STAMP & RETURN

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

FILED/ACCEPTED

JUL 25 2007

Federal Communications Commission
Office of the Secretary

In the Matter of)
Section 63.71 Application of)
Comcast Phone of Florida, LLC)
)
for Authority Pursuant to)
Section 214 of the Communications)
Act to Discontinue the Provision)
of Residential Facilities-Based and Resold)
Telecommunications Services to Certain)
Florida Customers)

File No. _____

SECTION 63.71 APPLICATION

Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone ("Comcast Phone"), hereby seeks authorization pursuant to Section 214(a) of the Communications Act of 1934, as amended, 47 U.S.C. § 214(a), and Section 63.71 of the Commission's Rules, 47 C.F.R. § 63.71, to discontinue its provision of interstate telecommunications services to approximately 3700 residential customers in the Jacksonville, Florida area. Comcast Phone customers located elsewhere in Florida will not be affected. In support of this Application, Comcast Phone provides the following information:

I. Information Required by 47 C.F.R. § 63.71(a)(1) – (a)(4)

1. Name and Address of Carrier

Comcast Phone of Florida, LLC
1500 Market Street
Philadelphia, PA 19102
Attn: Brian A. Rankin

ATTACHMENT 30-1

2. Date of Planned Service Discontinuance

Comcast Phone plans to discontinue its provision of interstate telecommunications service to the Jacksonville area customers on or after August 31, 2007, but no earlier than 31 days after the Commission releases public notice of this filing. Further, the proposed August 31, 2007 disconnection will be a "soft disconnect" only. Customers will continue to be able to call emergency services ("911") as well as the Comcast Phone call center until September 30, 2007 (or one month after the authorized disconnection date).

3. Points of Geographic Areas of Service Affected

Comcast Phone currently provides interstate (and intrastate) residential telecommunications service throughout Florida. The proposed discontinuance would affect approximately 3700 customers in Jacksonville, Florida. Comcast Phone does not seek authority to discontinue providing services to residential customers elsewhere in Florida. Comcast Phone is following the appropriate state law for discontinuance of the applicable intrastate telecommunications services. Comcast Phone will assist affected customers during their transition to new carriers.

4. Description of Type of Service Affected

The services that Comcast Phone seeks authority to discontinue pursuant to this application are: local exchange, interexchange, and international telephone services.

II. Notice to Customers

In accordance with 47 C.F.R. § 63.71(a), Comcast Phone has notified all affected customers of the planned discontinuance of service. Specifically, Comcast Phone sent letters via first class U.S. Mail to each of the affected customers on July 24, 2007, which included all the information required by 47 C.F.R. § 63.71(a)(1) – (a)(4), as well as the statement applicable to

non-dominant carriers set forth in 47 C.F.R. § 63.71(a)(5)(i). (Although the letters are dated July 25, 2007, they were, in fact, sent on July 24, 2007.) Copies of the notification letters are provided as Attachments 1 and 2. Exhibit 2 was mailed to customers who have asked that Comcast not send them any solicitations. Exhibit 1 was sent to all other Comcast Digital Phone customers.

III. Notice to States and the Dept. of Defense

In accordance with 47 C.F.R. 63.71(a), Comcast Phone has mailed a copy of this Application to the Governor of Florida, the Florida Public Service Commission, and the Secretary of Defense.

IV. Non-Dominant Status

Comcast Phone is a non-dominant carrier in the local exchange, interstate, and interexchange services markets.

V. Designated Contacts

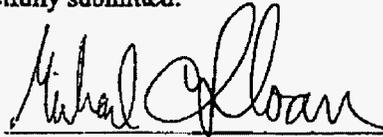
Correspondence concerning this Application should be directed to:

Michael C. Sloan
Davis Wright Tremaine, LLP
1919 Pennsylvania Avenue, N.W.
Suite 200
Washington, DC 20006
(202) 973-4227
michaelsloan@dwt.com

WHEREFORE, Comcast Phone of Florida, LLC respectfully requests that the Commission authorize it to discontinue service in the Jacksonville, Florida area on or after August 31, 2007, or 31 days after the Commission releases public notice of this filing, whichever date is earlier.

Respectfully submitted:

By:



Michael C. Sloan
Davis Wright Tremaine, LLP
1919 Pennsylvania Ave., N.W., Suite 200
Washington, D.C. 20006
Telephone: (202) 973-4227
Facsimile: (202) 973-4499

Counsel for Comcast Phone of Florida, LLC

Dated: July 25, 2007

Attachment 1
Sample Customer Notification Letter



July 25, 2007

**YOU MUST CHOOSE A NEW LOCAL AND LONG-DISTANCE TELEPHONE
SERVICE PROVIDER**

Dear Valued Comcast Customer,

Thank you for being a valued Comcast Digital Phone customer. This letter is to inform you that Comcast is changing its telephone service offerings and that effective on or shortly after August 31, 2007, Comcast will no longer be providing its current Digital Phone service in your community.

Your action is required! Because Comcast will discontinue all Digital Phone service in your town as of August 31, 2007, you need to select a new telephone service plan as soon as possible if you wish to retain your current telephone number and continuity of service. You must also select a new long distance provider if you use Comcast Digital Phone for your long distance service.

You also have the opportunity to experience the simplicity, convenience and value of our new and improved residential home phone service, Comcast Digital Voice, for just \$19.99 a month for the first twelve months. With Comcast Digital Voice service, you won't have to worry about complicated calling plans or calling rates that fluctuate based on the time of day. You'll enjoy unlimited calling to anyone, anytime, anywhere throughout Florida, the U.S., Canada and Puerto Rico.

With Comcast Digital Voice you will enjoy all these benefits:

- 12 popular calling features such as Caller ID, Call Waiting, Three-way calling and more, plus Voice Mail
- Free and easy installation—works with existing phones and jacks
- Keep your current phone number
- 30-day money-back guarantee
- No contract requirement
- Enhanced 9-1-1, which means, your home address and telephone number are automatically sent to your local emergency services dispatcher if you call 9-1-1

We are confident you'll agree that Comcast Digital Voice is a simple and easy solution to your local, in-state and long distance calling needs. If you switch to Comcast Digital Voice, you will also have the added convenience of receiving one bill for all of your Comcast service. Make the easy switch to Comcast Digital Voice and start enjoying unlimited calling and the unique benefits of Comcast's service offerings today. You may transfer your current service to the digital voice service today by calling Comcast at 374-7587.

B

You do have the option to purchase local and long distance telephone service from other service providers in your area. A list of alternative service providers may be found in the front of your local telephone directory.

We urge you to act quickly to select Comcast Digital Voice or another new service provider in order to retain an active phone service.

This proposed discontinuance of your local telephone service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the § 63.71 Application of Comcast Phone of Florida, LLC. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

TAKE ACTION NOW

Please take immediate action to select a telephone service provider of your choice. If you do not switch your service to another provider before August 31, 2007, your service will be terminated and you may not be able to retain your current telephone number. Please take action NOW to avoid interruption in your service.

If you have any questions, please call Comcast Customer Service at: 374-7587.

Thank you for choosing Comcast.

Offer expires 8/31/07. Offer may not be combined with any other offers. Comcast Digital Voice® offer available to residential customers only in Comcast serviceable areas (and may not be transferred), located at wired and serviceable locations. The Comcast Unlimited™ Package applies to direct-dial calls from your home to locations in the United States, Canada, Puerto Rico, US Virgin Islands, Guam and Saipan/N.Mariana Islands. No separate long distance carrier connection available. Plan does not include international calls. An EMTA (which may also be used for Comcast High-Speed Internet service) is required; Comcast's current monthly fee is \$3.00. Equipment fees are additional. After 12-month promotion, regular rates apply unless service is canceled by calling Comcast. Current monthly rate for Comcast Digital Voice varies from \$39.95-\$44.95 depending on other Comcast services subscribed to, if any. Installation offer limited to standard installation. Custom installation charges are additional. Pricing shown does not include federal, state or local taxes and fees; our Regulatory Recovery Fee, which is not a tax or government required, or other applicable charges (e.g., per-call charges or international calling). Comcast Digital Voice® service (including 911/emergency service) may not function during an extended power outage. Certain customer premises equipment may not be compatible with Comcast Digital Voice services. Detailed account summary online is available through Comcast's monthly billing and not available as a special offered feature. Services are subject to terms and conditions of Comcast's subscriber agreements and other applicable terms and conditions. Restrictions apply. Call 374-7587 for details. ©2007 Comcast. All rights reserved.

Attachment 2
Sample Customer Notification Letter



July 25, 2007

**YOU MUST CHOOSE A NEW LOCAL AND LONG-DISTANCE TELEPHONE
SERVICE PROVIDER**

Dear Valued Comcast Customer,

Thank you for being a valued Comcast Digital Phone customer. This letter is to inform you that Comcast is changing its telephone service offerings and that effective on or shortly after August 31, 2007, Comcast will no longer be providing its current Digital Phone service in your community.

Your action is required! Because Comcast will discontinue all Digital Phone service in your town as of August 31, 2007, you need to select a new telephone service plan as soon as possible if you wish to retain your current telephone number and continuity of service. You must also select a new long distance provider if you use Comcast Digital Phone for your long distance service.

You do have the option to purchase local and long distance telephone service from other service providers in your area. A list of alternative service providers may be found in the front of your local telephone directory.

This proposed discontinuance of your local telephone service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the § 63.71 Application of Comcast Phone of Florida, LLC. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

TAKE ACTION NOW

Please take immediate action to select a telephone service provider of your choice. If you do not switch your service to another provider before August 31, 2007, your service will be terminated and you may not be able to retain your current telephone number. Please take action NOW to avoid interruption in your service.

If you have any questions, please call Comcast Customer Service at: 374-7587.

Thank you for choosing Comcast.

A

LAWYERS

RT
STAMP & RETURN

Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

MICHAEL C. SLOAN
DIRECT (202) 973-4227
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WASHINGTON, DC 20006

TEL (202) 973-4200
FAX (202) 973-4499
www.dwt.com

August 20, 2007

FILED/ACCEPTED

AUG 20 2007

Federal Communications Commission
Office of the Secretary

By Hand Delivery

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D. C. 20554

Re: In the Matter of Section 63.71 Application of Comcast Phone of Florida, L.L.C.

Dear Ms. Dortch:

Enclosed please find the original and four (4) copies of the Application of Comcast Phone of Florida, L.L.C. for Authority to Discontinue the Provision of Residential Facilities-Based and Resold Telecommunications Services to certain customers in Florida.

Also enclosed is an extra copy of this filing which we ask be stamped to acknowledge receipt and returned to our messenger.

Thank you for your assistance.

Sincerely,



Michael C. Sloan
Brian J. Hurh
Counsel to Comcast Phone of Florida, L.L.C.

Enclosure

cc: Rodney McDonald, Wireline Competition Bureau FCC
Kimberly Jackson, Wireline Competition Bureau, FCC
Secretary of Defense
Hon. Charlie Crist, Governor, State of Florida
Florida Public Service Commission

WDC 707201v1 0106080-000015

ATTACHMENT 30-2

00046

STAMP & RETURN

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
Section 63.71 Application of)
Comcast Phone of Florida, LLC)
)
for Authority Pursuant to)
Section 214 of the Communications)
Act to Discontinue the Provision)
of Facilities-Based and Resold)
Telecommunications Services to)
Certain Florida Customers)

File No. _____

SECTION 63.71 APPLICATION

Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone ("Comcast Phone"), hereby seeks authorization pursuant to Section 214(a) of the Communications Act of 1934, as amended, 47 U.S.C. § 214(a), and Section 63.71 of the Commission's Rules, 47 C.F.R. § 63.71, to discontinue its provision of interstate telecommunications services to the remainder of its customers in Florida, which includes customers in Miami Dade County and Broward County (collectively, the "Service Areas").¹ In support of this Application, Comcast Phone provides the following information:

I. Information Required by 47 C.F.R. § 63.71(a)(1) – (a)(4)

1. Name and Address of Carrier

Comcast Phone of Florida, LLC
1500 Market Street
Philadelphia, PA 19102
Attn: Brian A. Rankin

¹ Comcast Phone previously filed for authorization to discontinue interstate telecommunications services to its customers in the Jacksonville, Florida area. See WC Docket No. 07-155, Comp. Pol. File No. 813. That application was placed on Public Notice on July 31, 2007 (DA 07-3481).

2. Date of Planned Service Discontinuance

Comcast Phone plans to discontinue its provision of telecommunications service in the Service Areas on or after October 3, 2007, but no earlier than 31 days after the Commission releases public notice of this filing. Further, the proposed October 3, 2007 disconnection will be a "soft disconnect" only. Customers will continue to be able to call emergency services ("911") as well as the Comcast Phone call center until November 3, 2007 (or one month after the authorized disconnection date).

3. Points of Geographic Areas of Service Affected

Comcast Phone currently provides interstate (and intrastate) telecommunications service throughout Florida. The proposed discontinuance would affect customers in the Service Areas, which includes Miami Dade County and Broward County. Comcast Phone is following the appropriate state law for discontinuance of the applicable intrastate telecommunications services. Comcast Phone will assist affected customers during their transition to new carriers.

4. Description of Type of Service Affected

The services that Comcast Phone seeks authority to discontinue pursuant to this application are: local exchange, interexchange, and international telephone services.

II. Notice to Customers

In accordance with 47 C.F.R. § 63.71(a), Comcast Phone has notified all affected customers in the Service Areas of the planned discontinuance of service. Specifically, Comcast Phone sent letters via first class U.S. Mail to each of the affected customers on August 17, 2007, which included all the information required by 47 C.F.R. § 63.71(a)(1) – (a)(4), as well as the statement applicable to non-dominant carriers set forth in 47 C.F.R. § 63.71(a)(5)(i). Copies of the notification letters are provided as Attachments 1 and 2. Attachment 2 was mailed

to customers in the Service Areas who have asked that Comcast not send them any solicitations.

Attachment 1 was sent to all other Comcast Digital Phone customers in the Service Areas.

III. Notice to States and the Dept. of Defense

In accordance with 47 C.F.R. 63.71(a), Comcast Phone has mailed a copy of this Application to the Governor of Florida, the Florida Public Service Commission, and the Secretary of Defense.

IV. Non-Dominant Status

Comcast Phone is a non-dominant carrier in the local exchange, interstate, and interexchange services markets.

V. Designated Contacts

Correspondence concerning this Application should be directed to:

Michael C. Sloan
Davis Wright Tremaine, LLP
1919 Pennsylvania Avenue, N.W.
Suite 200
Washington, DC 20006
(202) 973-4227
michaelsloan@dwt.com

WHEREFORE, Comcast Phone of Florida, LLC respectfully requests that the Commission authorize it to discontinue service in the Service Areas on or after October 3, 2007, or 31 days after the Commission releases public notice of this filing, whichever date is earlier.

Respectfully submitted:

By: 

Michael C. Sloan
Brian J. Hurh
Davis Wright Tremaine, LLP
1919 Pennsylvania Ave., N.W., Suite 200
Washington, D.C. 20006
Telephone: (202) 973-4227
Facsimile: (202) 973-4499

Counsel for Comcast Phone of Florida, LLC

Dated: August 20, 2007

Attachment 1
Sample Customer Notification Letter



August 17, 2007

YOU MUST CHOOSE A NEW LOCAL AND LONG-DISTANCE TELEPHONE SERVICE PROVIDER

Dear Comcast Customer,

Thank you for being a valued Comcast Digital Phone customer. This letter is to inform you that Comcast is changing its telephone service offerings, and effective on or after October 3, 2007, Comcast will no longer be providing its current Digital Phone service in your town.

Your action is required! Because Comcast will discontinue all Digital Phone service in your town on or after October 3, 2007, you need to select a new telephone service plan soon if you wish to retain your current telephone number and continuity of service. You must also select a new long distance provider if you use Comcast Digital Phone for your long distance service.

You continue to have a choice for local and long distance phone service and you are free to select a new provider of your choice.

You also have the opportunity to experience the simplicity, convenience and value of our new and improved residential home phone service, Comcast Digital Voice®, for just \$19.99 a month for the first twelve months.* With Comcast Digital Voice® service, you won't have to worry about complicated calling plans or calling rates that fluctuate based on the time of day. You'll enjoy unlimited calling to anyone, anytime, anywhere throughout Florida, the U.S., Canada and Puerto Rico.*

With Comcast Digital Voice®, you will enjoy all these benefits:

- 12 popular calling features such as Caller ID, Call Waiting, Three-way Calling and more, plus Voice Mail
- Free and easy installation – works with existing phones and jacks
- Keep your current phone number*
- 30-day money back guarantee*
- No contract requirement
- Enhanced 9-1-1, which means your home address and telephone number are automatically sent to your local emergency services dispatcher if you call 9-1-1

We are confident you'll agree that Comcast Digital Voice® is a simple and easy solution to your local, in-state and long distance calling needs. Make the easy switch to Comcast Digital Voice®, and start enjoying unlimited calling and the unique benefits of Comcast's service offerings today.* You may transfer your current service and phone number to Comcast Digital Voice® today by calling Comcast toll free at 1-800-957-5079.

You do have the option to transfer your current service and phone number to any other local and long distance telephone service provider in your area. A list of alternative service providers may be found in the front of your local telephone directory.

We urge you to act quickly to select Comcast Digital Voice® or another new service provider in order to retain an active phone service.

The discontinuance of your Comcast Digital Phone service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the § 63.71 Application of Comcast Phone of Florida, Inc. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

TAKE ACTION NOW

Please take immediate action to select a telephone service provider of your choice. If you do not select another service provider (whether Comcast Digital Voice® or some other provider) soon your service will be terminated on or after October 3, 2007, and you may not be able to retain your current telephone number. Please take action now to avoid interruption in your service.

If you have any questions regarding this notice, please call Comcast Customer Service toll free at 1-800-957-5079.

Thank you for choosing Comcast.

Sincerely,

Tom Aubry

Tom Aubry
Area Vice President
Miami Dade County

© 2007 Comcast. All rights reserved. Comcast Digital Voice® is a registered trademark of Comcast. Comcast Digital Voice® service is available in select areas. Comcast Digital Voice® service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the § 63.71 Application of Comcast Phone of Florida, Inc. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

Attachment 2
Sample Customer Notification Letter

LAWYERS

DOCKET FILE COPY ORIGINAL

Wc 07-189
STAMP & RETURN

Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

MICHAEL C. SLOAN
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www.dwt.com

August 20, 2007

FILED/ACCEPTED

AUG 20 2007

Federal Communications Commission
Office of the Secretary

By Hand Delivery

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D. C. 20554

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Thank you for your assistance.

Sincerely,

Michael C. Sloan
Brian J. Hurh
Counsel to Comcast Phone of Florida, L.L.C.

Enclosure

cc: Rodney McDonald, Wireline Competition Bureau FCC
Kimberly Jackson, Wireline Competition Bureau, FCC
Secretary of Defense
Hon. Charlie Crist, Governor, State of Florida
Florida Public Service Commission

WDC 707201v1 0106080-000015

00058

STAMP & RETURN

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
Section 63.71 Application of)
Comcast Phone of Florida, LLC)
)
for Authority Pursuant to)
Section 214 of the Communications)
Act to Discontinue the Provision)
of Facilities-Based and Resold)
Telecommunications Services to)
Certain Florida Customers)

File No. _____

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Comcast Phone is a non-dominant carrier in the local exchange, interstate, and interexchange services markets.

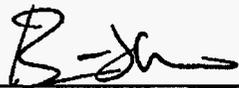
V. Designated Contacts

Correspondence concerning this Application should be directed to:

Michael C. Sloan
Davis Wright Tremaine, LLP
1919 Pennsylvania Avenue, N.W.
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Washington, DC 20006
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michaelsloan@dwt.com

WHEREFORE, Comcast Phone of Florida, LLC respectfully requests that the Commission authorize it to discontinue service in the Service Areas on or after October 3, 2007, or 31 days after the Commission releases public notice of this filing, whichever date is earlier.

Respectfully submitted:

By: 

Michael C. Sloan
Brian J. Hurh
Davis Wright Tremaine, LLP
1919 Pennsylvania Ave., N.W., Suite 200
Washington, D.C. 20006
Telephone: (202) 973-4227
Facsimile: (202) 973-4499

Counsel for Comcast Phone of Florida, LLC

Dated: August 20, 2007

Attachment 1
Sample Customer Notification Letter

Attachment 2
Sample Customer Notification Letter



August 17, 2007

YOU MUST CHOOSE A NEW LOCAL AND LONG-DISTANCE TELEPHONE SERVICE PROVIDER

Dear Comcast Customer,

Thank you for being a valued Comcast Digital Phone customer. This letter is to inform you that Comcast is changing its telephone service offerings, and effective on or after October 3, 2007, Comcast will no longer be providing its current Digital Phone service in your town.

Your action is required! Because Comcast will discontinue all Digital Phone service in your town on or after October 3, 2007, you need to select a new telephone service plan soon if you wish to retain your current telephone number and continuity of service. You must also select a new long distance provider if you use Comcast Digital Phone for your long distance service.

You do have the option to transfer your current service and phone number to any local and long distance telephone service provider in your area. A list of alternative service providers may be found in the front of your local telephone directory.

The discontinuance of your Comcast Digital Phone service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the § 63.71 Application of Comcast Phone of Florida, Inc. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

TAKE ACTION NOW

Please take immediate action to select a telephone service provider of your choice. If you do not select another service provider soon your service will be terminated on or after October 3, 2007, and you may not be able to retain your current telephone number. Please take action now to avoid interruption in your service.

If you have any questions, please call Comcast Customer Service toll free at 1-800-957-5079.

Thank you for choosing Comcast.

Sincerely,

Tom Autry

Tom Autry
Area Vice President
Miami Dade County

*Offer subject to change. Offer may not be combined with any other offers. Comcast Digital Voice is available to residential customers only in Comcast serviceable areas (and may not be transferred, located at other and/or portable locations). The Comcast Unlimited™ Package applies to local calls from your home to locations in the United States, Canada, Puerto Rico, US Virgin Islands, Guam and selected Mexican Islands. No separate long distance carrier connections available. Plan does not include international calls. An ONA (bill) may also be used for Comcast High-Speed Internet service if required. Comcast's current monthly fee is \$3.99. Equipment fees are additional. After 12-month promotional period rates apply unless service is canceled by calling Comcast. Current monthly rate for Comcast Digital Voice is \$29.95-\$44.95 depending on other Comcast services subscribed to. If any installation offer limited to standard installation. Custom installation charges are additional. Pricing shown does not include federal, state or local taxes and fees, surcharges, regulatory recovery fee, which is not a tax or government required, or other applicable charges (e.g., pay-call charges or international calling). 30-day limited satisfaction guarantee covers standard installation charges, recurring charges, and equipment rental or purchase fees actually paid by Comcast for the month of service. Comcast Digital Voice is service (including 24-hour emergency service) may not function during an extended power outage. Certain customer premises equipment may not be compatible with Comcast Digital Voice service. Detailed account summary online is available through Comcast's monthly billing and not available on a special offer card. Services are subject to terms and conditions of Comcast's subscriber agreements and other applicable terms and conditions. Restrictions apply. Call 1-800-4COMCAST or visit www.comcast.com for details. ©2007 Comcast. All rights reserved.

3. EXCHANGE SERVICES

3.1 SERVICE CONNECTION CHARGES

(N)

3.1.1 SERVICE CONNECTION AND LINE ACTIVATION CHARGES

A. General

1. Nonrecurring charges apply to customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this Price List.
2. Charges for the connection, move or change of service will apply for work being performed during the Company's normal business hours. If the customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based upon the additional cost involved, as set forth in Section 3.2.5.
3. All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.
4. The Company may from time to time waive or reduce the nonrecurring charge as part of a promotion.

B. Description of Charges

A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.

1. The Service Connection Charge applies per occurrence for the initial or subsequent installation of broadband facilities and equipment, and to any change of location of such facilities and equipment.
2. The Primary Line Activation Charge applies per occurrence where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 45
Cancels 2nd Revised Sheet No. 45

3. EXCHANGE SERVICES

3.1 SERVICE CONNECTION CHARGES (CONT'D)

3.1.1 SERVICE CONNECTION AND LINE ACTIVATION CHARGES (CONT'D)

B. Description of Charges (Cont'd)

3. The Additional Line Activation Charge applies per occurrence for additional lines where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.
4. The Service Dispatch Charge applies for any subsequent request to add or modify facilities after initial installation.

C. Rates and Charges

	NONRECURRING CHARGE
1. Service Connection	
a. Residence	\$100.00 (I)
b. Business	56.00
2. Primary Line Activation	
a. Residence	100.00 (I)
b. Business	56.00
3. Additional Line Activation	
a. Residence	30.00
b. Business	56.00
4. Service Dispatch	
a. Residence	45.00
b. Business	45.00

ISSUED: January 29, 2003

By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: January 30, 2003

Comcast Phone of Florida, LLC
 d/b/a Comcast Digital Phone

Florida Price List No. 2
 3rd Revised Sheet No. 46
 Cancels 2nd Revised Sheet No. 46

3. EXCHANGE SERVICES

3.2. MISCELLANEOUS NONRECURRING CHARGES

3.2.1 SERVICE CHANGE CHARGES

Service Change Charges apply per line when a customer requests a change in existing service.

- A. Telephone Number Change - A charge applies to each customer-requested change in telephone number.
- B. Feature Change Charge - Applies to an existing service line when the customer requests to add or change a standard custom calling feature. This charge is assessed per access line for each occurrence.
- C. Customer Change to Lifeline Service - No charge applies when an existing customer requests a change in their local service to Lifeline Service.
- D. Directory Listing Change Charge - A charge applies to each customer-requested change in directory listing.
- E. Hunting Configuration Change Charge - A charge applies to each customer requested change in Hunting configuration after initial installation.
- F. Rates and Charges

	NONRECURRING CHARGE	
1. Telephone Number Change		
a. Residence	\$20.00	
b. Business	19.00	(T)
2. Custom Calling Feature Change		
a. Residence	5.00	
b. Business	19.00	(T)
3. Change to Lifeline Service		
a. Residence	0.00	
b. Business	N/A	(T)
4. Directory Listing Change		
a. Residence	5.00	
b. Business	19.00	(T)
5. Hunting Configuration Change		
a. Residence	N/A	
b. Business	19.00	(T)
		(D)

ISSUED: May 28, 2003

By:

David Lloyd, Director
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 Englewood, Colorado 80112

EFFECTIVE: May 29, 2003

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 47
Cancels 2nd Revised Sheet No. 47

3. EXCHANGE SERVICES

3.2. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.2.2 CHANGE OF RESPONSIBILITY

A. Terms and Conditions

When acceptable to the Company, an applicant may supersede exchange service of a customer where an arrangement is made by the customer and the applicant to pay all outstanding charges against the service.

B. Rates and Charges

	NONRECURRING CHARGE	
1. Change of Responsibility		
a. Residence	\$10.00	
b. Business	10.00	(T)

(D)

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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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00071

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 48
Cancels 2nd Revised Sheet No. 48

3. EXCHANGE SERVICES

3.2. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.2.3 MOVES, ADDS AND CHANGES

A. Terms and Conditions

1. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the nonrecurring charge for the underlying service will apply as if the work had been done by the Company.
2. The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

a. Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

b. Add

The addition of service(s) to existing equipment and/or service(s) at one location.

c. Change

The rearrangement or reclassification of existing service at the same location.

B. Rates and Charges

	NONRECURRING CHARGE	
1. Move		
a. Residence	\$5.00	
b. Business	N/A	(T)
2. Add		
a. Residence	5.00	
b. Business	N/A	(T)
3. Change		
a. Residence	5.00	
b. Business	N/A	(T)

(D)

ISSUED: November 14, 2002
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: November 15, 2002

00072

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 49
Cancels 2nd Revised Sheet No. 49

3. EXCHANGE SERVICES

3.2 MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.2.4 RESTORAL OF SERVICE

A. Terms and Conditions

1. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, or other charges, but an order providing for complete disconnection has not been completed.
2. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.
3. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of this Price List. Additionally, all charges up to the date of the suspension are due prior to restoral of service.

B. Rates and Charges

	NONRECURRING CHARGE	
1. Line Restoration Charge (per line, after interruption for non-payment)		
a. Residence	\$30.00	
b. Business	56.00 (I)	(T)

3.2.5 PREMISES VISIT

A. Terms and Conditions

1. Premises Visit charges are based on the customer's physical location as predetermined by the Company. Premises Visit charges will be quoted to the customer prior to commencement of work. Premises Visit charges apply to work performed by the Company as follows:
 - When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire.
 - When the customer requests and the Company agrees to perform work which is not covered under individual services offered in this Price List.

(D)

ISSUED: November 14, 2002
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: November 15, 2002

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.2. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.2.7 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

A. Description

Presubscription is an arrangement whereby an end user may select and designate to the Company an Inter/IntraLata Interexchange Carrier (IC) to access, without an access code, for long distance calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IC that orders Feature Group D Switched Access Service at the end office that serves the end user.

B. Regulations

Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, the following nonrecurring charge applies for any additional change in selection. This charge is billed to the end user which is the subscriber to the Local Exchange Service and applies only for changing to another IC which provides long distance service.

C. Rates and Charges

The following charge will apply each time the customer requests a change in their long distance carrier after the initial installation of service.

	NONRECURRING CHARGE	
1. Change in PIC, per customer request		
a. Residence	\$5.00	
b. Business	5.00	(T)

(D)

ISSUED: May 28, 2003

By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: May 29, 2003

**Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone**

**Florida Price List No. 2
1st Revised Sheet No. 51
Cancels Original Sheet No. 51**

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE

3.3.1 GENERAL

A. Description

1. Basic Exchange Service provides a connection to the Company's switching network which enables the customer to:
 - a. Place and receive calls from other access lines on the public switched telephone network;
 - b. Access the Company's local calling service;
 - c. Access the operator service and business office for service related assistance; access toll-free telecommunications services such as 800/888 NPA; and access 911 service for emergency calling; and
 - d. Access the service of providers of Interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800/888 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
 - e. Originate calls to the Telecommunications Relay Service (TRS) which enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A customer will be able to access the state provider to complete such calls.
- B. The rate and charges as quoted herein for exchange services entitle the customer to local calls, without toll.
- C. The provisions of exchange service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Price List.
- D. Business service is offered to customers at business locations and residence service is offered to customers at residence locations.
- E. A residence service may not be part of a hunting sequence that contains business lines.

(N)

(N)

(D)

ISSUED: July 19, 2001

By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: July 20, 2001

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.2 CUSTOM CALLING FEATURES

Optional Custom Calling Features are available with Basic Exchange Service. customers may order features individually or as part of a feature package, as shown below. Monthly recurring charges associated with features are applied in addition to any other applicable charges.

A. Anonymous Call Rejection

Enables a customer to reject call attempts from callers who have a privacy feature or calling number delivery blocking activated. The caller will receive a message stating that the customer does not accept calls from callers who block delivery of their name and telephone number. The caller is asked to call again without blocking the delivery of their name and number.

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B. Call Forwarding Remote Access

Allows a customer to activate or deactivate Call Forwarding Variable or Call Forwarding Selective from a line other than their base station line. The customer uses a Personal Identification Number (PIN) to access Call Forwarding with Remote Access.

C. Call Forwarding

Enables the customer to forward incoming calls to another number by dialing a code, plus the number to receive the call.

D. Call Forwarding Selective

Allows a customer to forward only select calls to another telephone number. The customer assumes responsibility for all calling charges generated by the use of this feature.

E. Call Forwarding Variable

Enables the customer to forward all incoming calls to another number by dialing a code plus the number to receive the call. The customer assumes responsibility for all calling charges generated by the use of this feature.

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 53
Cancels 2nd Revised Sheet No. 53

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.2 CUSTOM CALLING FEATURES (CONT'D)

F. Call Return

Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available.

G. Call Screening

Allows a customer to dial a code enabling the customer to not receive calls from a preassigned list of telephone numbers.

H. Call Trace

Allows the customer to dial a code to automatically request that the Company record a caller's originating telephone number and the date and time of the call as well as the date and time of the customer initiated trace. The Company will hold the traced telephone number for release to the appropriate law enforcement personnel.

I. Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call. Call Transfer is grandfathered to existing service arrangements at existing locations for customers of record as of March 31, 1999.

J. Call Waiting

When a customer is talking on the telephone, a short spurt of tone signals the customer that an incoming call is waiting. The tone is heard only by the Call Waiting customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered.

K. Caller ID

Allows a Caller ID display unit to display the name and telephone number of incoming calls.

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ISSUED: July 19, 2001
By:

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188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: July 20, 2001

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.2 CUSTOM CALLING FEATURES (CONT'D)

L. Caller ID with Call Waiting

Allows the customer to control the disposition of incoming calls while in an off-hook condition, via a visual display unit. A customer provided visual display unit is required to interact with this feature. Customers subscribing to Caller ID and to Call Waiting receive the Caller ID Call Waiting feature at no additional charge.

M. Caller ID Blocking Per Call

Enables a customer to control the disclosure of the customer's name and/or telephone number to a subscriber of Caller ID by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number.

N. Caller ID Blocking Per Line

Enables a customer to control the disclosure of the customer's name and/or telephone number to a subscriber of Caller ID on all calls made from the customer's line. This feature may be de-activated at any time by the customer.

O. Custom Code Restriction

Allows a customer to block any of the following types of calls:

1. Operator assisted calls,
2. International and direct-dialed long distance calls,
3. N11 calls (e.g. 411 and 511).

(D)

P. Custom Ring

This service enables the customer to have multiple telephone numbers associated with a single line. Each number when dialed will result in a distinctive ring that enables the customer to determine which number is being called.

ISSUED: November 30, 2001
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: December 1, 2001

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.2 CUSTOM CALLING FEATURES (CONT'D)

Q. Customer Originated Trace

Allows a called party to initiate an automatic trace of the last call received. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace attempt is not successful. Monthly-rated Customer Originated Trace is grandfathered to existing service arrangements at existing locations for customers of record as of March 31, 1999.

R. Distinctive Ring

Differentiates incoming calls from a list of preselected telephone numbers by signaling the customer with a distinctive ringing pattern.

S. Integrated Hunting/Messaging

This feature will forward incoming calls to another telephone number or to voicemail when the customer does not answer the phone. To utilize this feature the customer must subscribe to both Hunting and Voicemail.

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T. LD Alert

This feature allows call waiting and ringing operations to provide a distinctive ring or call waiting tone to announce incoming Long Distance calls. LD Alert is available at no additional charge to customers who also subscribe to Call Waiting.

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U. Prohibit Billed to Third Number Calls

Allows a customer to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

(T)

V. Prohibit Collect Calls

Allows a customer to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

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W. Prohibit Billed to Third Number and Collect Calls

This feature combines the Prohibit Billed to Third Number Calls and the Prohibit Collect Calls features.

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(M) Text has been moved to Page 56.

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.2 CUSTOM CALLING FEATURES (CONT'D)

X. Repeat Dialing

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This feature is available on a monthly subscription or pay-per-use basis.

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Y. Speed Dial 8

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished by dialing one digit instead of seven to ten digits. Up to eight numbers may be stored in memory.

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Z. Speed Dial 30

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished by dialing two digits instead of seven to ten digits. Up to 30 numbers may be stored in memory.

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AA. Three-Way Calling

Enables a customer to add a third party on an established local or long distance connection without operator assistance. The customer assumes financial responsibility for all calling charges generated by the use of this feature. This feature is available on a monthly subscription or a pay-per-use basis.

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BB. Hunting

For Business multi-line customers, this feature provides the ability to have calls route to another line instead of reaching a busy signal. The customer must have at least two Business lines and determine the order of call routing. The customer will be assessed a monthly charge as set forth in Section 3.3.5, following. Changes to the hunt sequence after initial installation will require a change in service request and will incur a service change charge as set forth in Section 3.2.1, preceding.

(T)

(M) Text has been moved from Page 55.

ISSUED: November 14, 2002
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.3 GRANDFATHERED MEDIAONE RESIDENTIAL SERVICE (OBSOLETE – SEE SECTION 4.1.1) (T)
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(M) Text has been moved to Section 4, Sheet 76.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
6th Revised Sheet No. 57.1
Cancels 5th Revised Sheet No. 57.1

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.3 GRANDFATHERED MEDIAONE RESIDENTIAL SERVICE (OBSOLETE – SEE SECTION 4.1.1) (CONT'D)

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ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
7th Revised Sheet No. 58
Cancels 6th Revised Sheet No. 58

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.3 GRANDFATHERED MEDIAONE RESIDENTIAL SERVICE (OBSOLETE - SEE SECTION 4.1.1) (CONT'D) (T)
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(M) Text has been moved to Section 4, Sheet 78.

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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 58.1
Cancels 2nd Revised Sheet No. 58.1

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.3 GRANDFATHERED MEDIAONE RESIDENTIAL SERVICE (OBSOLETE -- SEE SECTION 4.1.1) (CONT'D)

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(M) Text has been moved to Section 4, Sheet 79.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.3 GRANDFATHERED MEDIAONE RESIDENTIAL SERVICE (OBSOLETE – SEE SECTION 4.1.1) (CONT'D) (T)
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(M) Text has been moved to Section 4, Sheet 80.

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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.3 GRANDFATHERED MEDIAONE RESIDENTIAL SERVICE (OBSOLETE – SEE SECTION 4.1.1) (CONT'D)

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(M) Text has been moved to Section 4, Sheet 81.

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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
9th Revised Sheet No. 61
Cancels 8th Revised Sheet No. 61

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (T)
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(M) Text has been moved to Section 4, Sheet 82.

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By:

David Lloyd, Director
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Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
10th Revised Sheet No. 62
Cancels 9th Revised Sheet No. 62

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D) (T)
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(M) Text has been moved to Section 4, Sheet 83.

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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
6th Revised Sheet No. 62.1
Cancels 5th Revised Sheet No. 62.1

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D) (T)
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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

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4th Revised Sheet No. 62.2
Cancels 3rd Revised Sheet No. 62.2

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D) (T)
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(M) Text has been moved to Section 4, Sheet 85.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
2nd Revised Sheet No. 62.3
Cancels 1st Revised Sheet No. 62.3

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D) (T)
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(M) Text has been moved to Section 4, Sheet 86.

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By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
12th Revised Sheet No. 63
Cancels 11th Revised Sheet No. 63

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D)

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By:

David Lloyd, Director
183 Inverness Drive, W.
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d/b/a Comcast Digital Phone

Florida Price List No. 2
11th Revised Sheet No. 63.1
Cancels 10th Revised Sheet No. 63.1

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D) (T)
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(M) Text has been moved to Section 4, Sheet 86.2.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
6th Revised Sheet No. 63.2
Cancels 5th Revised Sheet No. 63.2

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.4 GRANDFATHERED RESIDENTIAL LOCAL SERVICE (OBSOLETE - SEE SECTION 4.1.2) (CONT'D)

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(M) Text has been moved to Section 4, Sheet 86.3.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
5th Revised Sheet No. 63.3
Cancels 4th Revised Sheet No. 63.3

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.5 GRANDFATHERED BUSINESS SERVICE (OBSOLETE – SEE SECTION 4.1.3) (T)

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(M) Text has been moved to Section 4, Sheet 86.4.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
4th Revised Sheet No. 63.4
Cancels 3rd Revised Sheet No. 63.4

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.5 GRANDFATHERED BUSINESS SERVICE (OBSOLETE – SEE SECTION 4.1.3) (T)
(CONT'D)

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(M) Text has been moved to Section 4, Sheet 86.5.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.5 GRANDFATHERED BUSINESS SERVICE (OBSOLETE – SEE SECTION 4.1.3) (T)
(CONT'D)

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(M) Text has been moved to Section 4, Sheet 86.6.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
4th Revised Sheet No. 63.6
Cancels 3rd Revised Sheet No. 63.6

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.5 GRANDFATHERED BUSINESS SERVICE (OBSOLETE – SEE SECTION 4.1.3) (T)
(CONT'D)

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(M) Text has been moved to Section 4, Sheet 86.7.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
6th Revised Sheet No. 63.7
Cancels 5th Revised Sheet No. 63.7

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.6 GRANDFATHERED EXTENDED CALLING SERVICE (OBSOLETE – SEE SECTION 4.1.4)

(T)
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(M) Text has been moved to Section 4, Sheet 86.8.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 63.8
Cancels 2nd Revised Sheet No. 63.8

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.6 GRANDFATHERED EXTENDED CALLING SERVICE (OBSOLETE – SEE SECTION 4.1.4) (CONT'D)

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(M) Text has been moved to Section 4, Sheet 86.9.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 63.9
Cancels 2nd Revised Sheet No. 63.9

3. EXCHANGE SERVICES

3.3 BASIC EXCHANGE SERVICE (CONT'D)

3.3.6 GRANDFATHERED EXTENDED CALLING SERVICE (OBSOLETE – SEE SECTION 4.1.4) (CONT'D)

(T)
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(M) Text has been moved to Section 4, Sheet 86.10.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

**Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone**

Florida Price List No. 2
2nd Revised Sheet No. 64
Cancels 1st Revised Sheet No. 64

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES

3.4.1 GENERAL

A. Terms and Conditions

1. The features in this section are made available on an individual basis or as part of multiple feature packages.
2. All features are provided subject to availability: Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

3.4.2 VOICE MAIL SERVICE

A. Voice Mail is offered on a non-regulated basis.

(C)

(D)

(D)

(D)

(D)

ISSUED: May 15, 2001

EFFECTIVE: May 16, 2001

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

00102

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES

3.4.3 BLOCKING SERVICES

A. 900/976 Information Service Blocking

1. Description

900/976 Information Service Blocking is provided by the Company as the default service option to restrict calls from the customer's local access line to all 900 and/or 976 service access codes.

(D)

2. Terms and Conditions

- a. When blocking is activated, direct dialed calls to all 900 and/or 976 service numbers from the customer's local access line will be blocked. These blocked calls will be directed to an announcement.
- b. This option does not prevent customers from placing 900 and/or 976 calls from their local access line using other Operator Service Providers. In addition, this option does not prevent customers from placing operator-assisted or credit card calls to 900 and/or 976 services from a line which is not blocked

(D)

(D)

(D)

ISSUED: November 30, 2001
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: December 1, 2001

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
4th Revised Sheet No. 66
Cancels 3rd Revised Sheet No. 66

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.3 BLOCKING SERVICES (CONT'D)

B. Toll Restriction

1. Description

Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. Attempted violations of the restrictions will be routed to an announcement.

2. Terms and Conditions

- a. Toll Restriction will be initiated at the customer's request.
- b. Toll Restriction will be provided at no charge to qualifying Lifeline Assistance customers.
- c. The activation of the Toll Restriction option does not prevent customers from placing long distance calls from the access line utilizing an Operator Service Provider that can be reached through the use of a local call. In addition, this option does not prevent customers from placing operator assisted or calling card calls to a long distance number from a line that is not blocked.

3. Rates and Charges

	MONTHLY RATE	
a. Residence	\$2.00	
b. Business	0.00	(T)

(D)

ISSUED: May 28, 2003
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: May 29, 2003

00104

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

(D)

(D)

ISSUED: July 19, 2001
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: July 20, 2001

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
6th Revised Sheet No. 68
Cancels 5th Revised Sheet No. 68

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.4 OPERATOR SERVICES

A. Directory Assistance Service

Directory Assistance Service is furnished upon customer request for assistance in obtaining directory listing information. Customers will be charged for all requests including requests for listings that are not found. This service will be provided by a live operator or a mechanized response system. (T)

1. Terms and Conditions

- a. Directory Assistance charges apply on a per call basis, with a maximum of three requested telephone numbers allowed per call. (C)
- b. A Directory Assistance call charged to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance as specified below.

2. Exemptions

- a. A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.
- b. Charges do not apply for Directory Assistance calls from lines serving individuals with disabilities. To obtain such exemption, the customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The customer shall notify the Company when the need for an exemption no longer exists.

3. Rates and Charges

PER REQUEST

- a. Residence \$0.45
- b. Business 0.25

ISSUED: September 23, 2005
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: September 24, 2005

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 69
Cancels 2nd Revised Sheet No. 69

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.4 OPERATOR SERVICES (CONT'D)

B. Directory Assistance Call Completion Service

Directory Assistance Call Completion Service provides a customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the customer that he may be connected to the requested number automatically for a specified additional charge.

1. Regulations

- a. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.
- b. In situations where the calling number cannot be billed directly, the call will be completed automatically only as a Billed to Third Number or Collect call. The charge appropriate to the billing option used will apply in addition to the Directory Assistance Call Completion Service charge.
- c. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.
- d. The Directory Assistance Call Completion Service charge applies only to calls actually completed.
- e. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
- f. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge pursuant to this price list.

2. Rates and Charges

PER COMPLETED CALL

a. Residence	\$0.30	
b. Business	0.30	(T)

(D)

ISSUED: May 28, 2003
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: May 29, 2003

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.4 OPERATOR SERVICES (CONT'D)

(D)

(D)

ISSUED: August 20, 2008
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: August 21, 2008

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
4th Revised Sheet No. 71
Cancels 3rd Revised Sheet No. 71

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES

3.4.4 OPERATOR SERVICES (CONT'D)

C. Local Operator Service

(T)

1. Local calls may be completed or billed with live or mechanical assistance by the Company's operator center.
2. Calls may be billed collect to the called party, to an authorized third party number, or to the originating line. Local calls may be placed on a station-to-station basis, or to a specified party (Person-to-Person) or designated alternate.
3. Charges for local operator services will be credited to the customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.
4. For Person-to-Person, Collect and Billed to Third Number calls; when the customer requests an operator to dial the called number, an Operator Dialed Surcharge will apply in addition to the applicable service charge as set forth following.
5. Operator service charges apply to any call involving an operator unless specifically excluded in this Tariff.

6. Rates and Charges

	<u>SERVICE CHARGE PER CALL</u>
a. Residence	
(1) Operator Station	\$1.75
(2) Collect	1.75
(3) Billed to Third Number	1.75
(4) Person-to-Person	3.25
(5) Operator Dialed Surcharge	0.50

ISSUED: August 20, 2008
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: August 21, 2008

Comcast Phone of Florida, LLC
 d/b/a Comcast Digital Phone

Florida Price List No. 2
 4th Revised Sheet No. 72
 Cancels 3rd Revised Sheet No. 72

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.5 DIRECTORY LISTING SERVICES

The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

A. Additional and Foreign Listings

1. Description

- a. Additional Listings are provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
- b. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the customer is regularly listed.
- c. Business customers may request a Caption Listing or a Straight Line Indent Listing. The Caption listing provides a single appearance of a name under which listings of branches, departments, etc., are indented. No telephone number is associated with the heading of a Caption Listing. The Straight Line Indent Listing provides multiple listings of information under one telephone number, preventing repetition of the name.

(N)
 |
 (N)

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE	
a. Additional Listing			
(1) Residence	[1]	\$1.20	
(2) Business	[1]	1.20	
b. Foreign Listing			
(1) Residence	[1]	1.20	
(2) Business	[1]	1.20	
c. Caption Listing, per text line	[1]	1.20	(N)
d. Straight Line Indent Listing, per text line	[1]	1.20	(N)

B. Nonlisted Service

1. Description

At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line. See Miscellaneous Nonrecurring Charges, Section 3.2, for charges to add, or change Directory Listings on an existing line.

ISSUED: November 14, 2002
 By:

David Lloyd, Director
 188 Inverness Drive, W.
 Englewood, Colorado 80112

EFFECTIVE: November 15, 2002

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.5 DIRECTORY LISTING SERVICES (CONT'D)

B. Nonlisted Service (Cont'd)

2. Terms and Conditions

The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

3. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE	
a. Residence	[1]	\$0.30 (I)	
b. Business	[1]	0.60	(T)

C. Nonpublished Service

1. Description

- a. The telephone numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
- b. Nonpublished information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

2. Terms and Conditions

- a. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.

[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line. See Miscellaneous Nonrecurring Charges, Section 3.2, for charges to add, or change Directory Listings on an existing line.

(D)

ISSUED: February 28, 2002
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: March 1, 2002

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
4th Revised Sheet No. 74
Cancels 3rd Revised Sheet No. 74

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.5 DIRECTORY LISTING SERVICES (CONT'D)

C. Nonpublished Service

2. Terms and Conditions (Cont'd)

- b. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
- c. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.
- d. Lines Dedicated to Data Usage

The customer may request that lines ordered solely for data usage (i.e., computers, fax machines, etc.) be non-published without charge where:

- such service is provided for the same customer at the same address as the customer's Company-provided primary service,
- the customer's primary listing is either published or the customer is paying a monthly recurring charge to have the primary listing non-published or non-listed, and
- the non-published directory assistance listing is in the customer's name.

3. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
a. Residence	[1]	\$2.08 (1)
b. Business	[1]	1.45

- [1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line. See Miscellaneous Nonrecurring Charges, Section 3.2, for charges to add, or change Directory Listings on an existing line.

ISSUED: May 27, 2004

By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: May 28, 2004

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.5 DIRECTORY LISTING SERVICES (CONT'D)

D. Extended Referral

(M)

1. Description

Upon disconnection of a line the customer may request an extended announcement referring the caller to the customer's new number for up to three months from the date of disconnect.

2. Rates and Charges

**NONRECURRING
CHARGE**

- a. Residence
- b. Business

\$2.00
2.00

(T)(M)

(M) Text has been moved from Sheet 74.

ISSUED: February 28, 2002
By:

David Lloyd, Director
188 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: March 1, 2002

Comcast Phone of Florida, LLC
 d/b/a Comcast Digital Phone

Florida Price List No. 2
 2nd Revised Sheet No. 75
 Cancels 1st Revised Sheet No. 75

3. EXCHANGE SERVICES

3.4 MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

3.4.6 CUSTOMER REQUESTED SERVICE SUSPENSION [1]

- A. At the request of the customer the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- B. The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due without reduction during the period of suspension.

PERIOD OF SUSPENSION	CHARGE
1. First month or partial month	Regular Monthly Rate
2. Each additional month (up to one year)	1/2 of Regular Monthly Rate

3.4.7 NUMBER REFERRAL SERVICE

A. Description

Customers who disconnect or change their telephone number may request Referral Service, which will provide a recorded announcement that refers calls to the customer's new number for 30 days from the date of disconnect or change at no charge.

The customer may also request Extended Referral service, which will extend the announcement for an additional 30 days.

B. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Initial 30 days	-	-
• Additional 30 days	\$2.00	-

(N)

 (N)

[1] Service is grandfathered to existing customers of record as of July 18, 2001.

ISSUED: February 3, 2005
 By:

David Lloyd, Director
 183 Inverness Drive, W.
 Englewood, Colorado 80112

EFFECTIVE: February 4, 2005

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 76
Cancels 2nd Revised Sheet No. 76

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE

(T)

4.1.1 MEDIAONE RESIDENTIAL SERVICE [1][2]

(D)

(N)

A. General

(M)

Residential Basic Exchange Service (Digital Phone Service) is offered as a flat rated service which allows unlimited local calling with no usage charges. This service was formerly provided by MediaOne.

B. Basic Service

1. Basic Telephone Line includes:

- One exchange access line
- One telephone number
- One directory listing

C. Basic Exchange Service Packages

1. One-Line Package (RightPak Value) includes:

- One exchange access line
- One telephone number
- One directory listing
- The following Custom Calling features:
 - Call Waiting
 - Caller ID
 - Caller ID with Call Waiting
 - Caller ID Blocking Per Call

(M)

[1] Service is grandfathered to existing customers of record as of August 6, 2001.

(M)

[2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)

(N)

(M) Text has been moved from Section 3, Sheet 57.

ISSUED: October 2, 2007

By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.1 MEDIAONE RESIDENTIAL SERVICE [1][3] (CONT'D)

(N)

C. Basic Exchange Service Packages (Cont'd)

(M)

2. One-Line Package (RightPak) includes:

- a. One exchange access line,
- b. One telephone number,
- c. The following Custom Calling features:

- (1) Anonymous Call Rejection
- (2) Call Forwarding
- (3) Call Forwarding Selective
- (4) Call Return
- (5) Call Screening
- (6) Call Transfer
- (7) Call Waiting
- (8) Caller ID
- (9) Caller ID with Call Waiting
- (10) Caller ID Blocking Per Call
- (11) Custom Code Restriction
- (12) Custom Ring
- (13) Customer Originated Trace [2]
- (14) Distinctive Ring
- (15) Repeat Dialing
- (16) Speed Dial 8 or 30
- (17) Three-Way Calling

(M)

- [1] Service is grandfathered to existing customers of record as of August 6, 2001. (T)(M)
- [2] Feature is grandfathered to existing customers of record as of March 31, 1999. (T) |
- [3] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (T)(M) (N)

(M) Text has been moved from Section 3, Sheet 57.1.

ISSUED: October 2, 2007
By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.1 MEDIAONE RESIDENTIAL SERVICE [1][2] (CONT'D)

(N)

C. Basic Exchange Service Packages (Cont'd)

(M)

3. Two Line Package (RightPak Plus) includes:

- a. One exchange access line with Custom Calling features as specified in 2., preceding
- b. One exchange access line without features, and
- c. Two telephone numbers

4. Two-Line, Fully-Featured Package (RightPak II) includes:

- a. Two exchange access lines with Custom Calling features as specified in 2., preceding, and
- b. Two telephone numbers.

(M)

- [1] Service is grandfathered to existing customers of record as of August 6, 2001. (T)(M)
- [2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 58.

ISSUED: October 2, 2007

By:

David Lloyd, Director
183 Inverness Drive, W.
Englewood, Colorado 80112

EFFECTIVE: October 3, 2007

Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.1 MEDIAONE RESIDENTIAL SERVICE [1][2] (CONT'D)

(N)

D. Additional Basic Exchange Lines

(T)(M)

1. Additional Basic Line

- a. Available in conjunction with One- or Two-Line Packages.
- b. Includes one exchange access line without features, and
- c. One telephone number.

2. Additional Fully-Featured Line

- a. Available in conjunction with Two-Line Packages only.
- b. Includes one exchange access line with Custom Calling features as specified in C.2., preceding, and
- c. One telephone number.

(M)

- [1] Service is grandfathered to existing customers of record as of August 6, 2001. (T)(M)
- [2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 58.1.

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By:

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.1 MEDIAONE RESIDENTIAL SERVICE [1][3] (CONT'D)

(N)

E. Rates and Charges

(T)(M)

	NONRECURRING CHARGE	MONTHLY RATE	
1. Basic Service			
a. Basic Telephone Line, each	\$35.00	\$10.00	
2. Packages			
a. One-Line Package (RightPak Value), each	35.00	19.95	
b. One-Line Package (RightPak), each	35.00	29.90	
c. Two-Line Package (RightPak Plus), each	35.00	38.90	
d. Two-Line, Fully-Featured Package (RightPak II), each	35.00	41.95	
3. Additional Exchange Access Lines			
a. Basic Line, each [2]	20.00	8.00	
b. Fully-Featured Line, each [2]	20.00	18.00	(M)

- [1] Service is grandfathered to existing customers of record as of August 6, 2001. (M)
- [2] Nonrecurring charge does not apply if installed on the same order, at the same time as an associated Service Package. (M)
- [3] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 59.

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES (T)

4.1 BASIC EXCHANGE SERVICE (CONT'D) (N)

4.1.1 MEDIAONE RESIDENTIAL SERVICE [1][4] (CONT'D) (N)

E. Rates and Charges (Cont'd) (T)(M)

4. Optional Features

	NONRECURRING CHARGE	MONTHLY RATE	
a. Custom Calling Features			
(1) Anonymous Call Rejection	[2]	\$2.50	
(2) Call Forwarding	[2]	3.50	
(3) Call Return	[2]	4.75	
(4) Call Transfer [3]	[2]	3.00	
(5) Call Waiting	[2]	5.00	
(6) Caller ID Blocking Per Call	[2]	0.00	
(7) Caller ID	[2]	7.65	
(8) Caller ID with Call Waiting	[2]	12.65	
(9) Repeat Dialing	[2]	3.50	
(10) Custom Code Restriction	[2]	2.00	
(11) Custom Ring	[2]	3.75	
(12) Customer Originated Trace [3]	[2]	4.00	
(13) Call Forwarding Selective	[2]	3.00	
(14) Distinctive Ring	[2]	3.75	
(15) Call Screening	[2]	2.00	
(16) Speed Dial 8	[2]	3.00	
(17) Speed Dial 30	[2]	3.50	
(18) Three-Way Calling	[2]	4.50	
	NONRECURRING CHARGE	USAGE CHARGE	
(19) Call Trace, per use	[2]	\$1.00	(M)

[1] Service is grandfathered to existing customers of record as of August 6, 2001. (M)

[2] Nonrecurring charge does not apply if installed on the same order, at the same time as the associated access line. See Section 3.2, preceding for applicable nonrecurring charges.

[3] Feature is grandfathered to existing service arrangements at existing locations for customers of record as of March 31, 1999.

[4] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (T)(M)
(N)

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.2 RESIDENTIAL LOCAL SERVICE [1][2]

(N)

A. General

(M)

Residential Local Service (Digital Phone Service) is offered as a stand-alone offer or in conjunction with an associated long distance service.

(D)
(D)

B. Integrated Offering

The Integrated Offering is provided in conjunction with an associated long distance service. Customers who order the Integrated Offering must be presubscribed to the Company for both Intrastate and Interstate long distance.

The Integrated Offering is subject to monthly recurring charges and/or per minute usage, on a per access line basis. Each of the following offers provides customers with the option of one to four access lines. The customer may add one additional line per offer, up to a total of four lines per single-family residence. For each local access line a customer may subscribe to one of the following options.

1. Block of Time Offers

The following Block of Time plans provide the customer with unlimited calls within their Local Calling Area and a specified amount of long distance calling for a flat monthly fee. The following types of calls do not apply towards minutes included in any of the block-of-time plans listed below: Operator Assisted calls, Information Service Provider calls (i.e., 976, 900), international calls, or calls to toll free dialing numbers. Block of Time usage is measured per month, based on all applicable usage on all lines associated with the account. Unused portions of the monthly allowance will not be credited to a subscriber's account, carried over to another month, or transferred to another account.

a. 180 Minute Block of Time Offer

(T)

The 180 Minute Block of Time offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and 180 minutes of domestic long distance calling per monthly billing period. Additional long distance usage will be rated on a per minute basis as specified in Comcast Phone of Florida, LLC, Tariff No. 1. Optional features are available for an additional monthly charge, as specified in this Price List.

(M)

[1] Service is grandfathered to existing service arrangements at existing locations to customers of record located in the Jacksonville serving area as of November 1, 2006 and in all other Comcast serving areas as of May 4, 2007.

(M)

[2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

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**Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone**

**Florida Price List No. 2
3rd Revised Sheet No. 83
Cancels 2nd Revised Sheet No. 83**

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.2 RESIDENTIAL LOCAL SERVICE [1][2] (CONT'D)

(N)

B. Integrated Offering (Cont'd)

(M)

1. Block of Time Offers (Cont'd)

b. 300 Minute Block of Time Offer [1]

The 300 Minute Block of Time offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and 300 minutes of domestic long distance calling per monthly billing period. Additional long distance usage will be rated on a per minute basis as specified in Comcast Phone of Florida, LLC, Tariff No. 1. Optional features are available for an additional monthly charge, as specified in this Price List.

c. 600 Minute Block of Time Offer [2]

The 600 Minute Block of Time offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and 600 minutes of domestic long distance calling per monthly billing period. Additional intrastate long distance calling will be rated on a per minute basis as specified in Comcast Phone of Florida, LLC, Tariff No. 1. Optional Custom Calling Features are available for an additional monthly charge, as specified in this Price List.

d. 1000 Minute Block of Time Offer [2]

The 1000 Minute Block of Time offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and 1000 minutes of domestic long distance calling per monthly billing period. Additional long distance calling will be rated on a per minute basis as specified in Comcast Phone of Florida, LLC, Tariff No. 1. Optional features are available for an additional monthly charge, as specified in this Price List.

2. "By the Minute" Offer [1]

The "By the Minute" offer provides the customer with a local access line, touch-tone service, unlimited calls within the customer's local calling area, and long distance calling rated on a per minute basis as specified in Comcast Phone of Florida, LLC, Tariff No. 1. Optional features are available for an additional monthly charge, as specified in this Price List.

(M)

[1] Service is grandfathered to existing service arrangements at existing locations to customers of record located in the Jacksonville serving area as of November 1, 2006 and in all other Comcast serving areas as of May 4, 2007.

(M)

[2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
3rd Revised Sheet No. 84
Cancels 2nd Revised Sheet No. 84

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.2 RESIDENTIAL LOCAL SERVICE [1][2] (CONT'D)

(N)

C. Local Only Offer [1]

(M)

The Local Only Offer is provided as a stand-alone local offer not associated with a long distance service. The Local Only Offer is subject to monthly recurring charges on a per access line basis.

The Local Only Offer provides customers with a local access line, touch-tone service, and unlimited calling within the customer's local calling area. Other features are available for an additional monthly charge, as specified in this Price List.

D. Service Packages [1]

1. Comcast Connections™ Plus

Provides a local access line in combination with the Value Pack optional feature package and the By-the-Minute usage component (as described in B.2 preceding).

2. Comcast Connections™ 180

Provides a local access line in combination with the Value Pack optional feature package and the 180 Minute Block of Time usage component (as described in B.1.a, preceding).

3. Comcast Connections™ 300

Provides a local access line in combination with the Value Pack optional feature package and the 300 Minute Block of Time usage component (as described in B.1.b, preceding).

4. Comcast Complete™ Plus

Provides a local access line in combination with the Premium Pack optional feature package and the By-the-Minute usage component (as described in B.2 preceding).

(M)

™ Comcast Trademark

(M)

[1] Service is grandfathered to existing service arrangements at existing locations to customers of record located in the Jacksonville serving area as of November 1, 2006 and in all other Comcast serving areas as of May 4, 2007.

[2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.2 RESIDENTIAL LOCAL SERVICE [3] (CONT'D)

(N)

D. Service Packages [1] (Cont'd)

(M)

5. Comcast Complete™ 180

Provides a local access line in combination with the Premium Pack optional feature package and the 180 Minute Block of Time usage component (as described in B.1.a, preceding).

6. Comcast Complete™ 300

Provides a local access line in combination with the Premium Pack optional feature package and the 300 Minute Block of Time usage component (as described in B.1.b, preceding).

E. Additional Lines [1]

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will be assessed per line.

F. Optional Feature Packages

1. The Value Pack includes: Call Waiting, Caller ID, Call Waiting with Caller ID, Call Return and LD Alert. [1]
2. The Premium Pack includes: Anonymous Call Rejection, Call Forwarding Selective, Call Forwarding Variable, Call Return, Call Screening, Call Waiting, Call Waiting with Caller ID, Caller ID, Distinctive Ring, Repeat Dial, Speed Dial 30 and Three-Way Calling. [1]
3. The Two Feature Pack includes: Call Waiting and Caller ID [2]
4. The Multi Feature Pack includes: Anonymous Call Rejection, Call Forwarding, Call Forwarding - Selective, Last Call Return, Call Screening, Call Waiting, Call Waiting Caller ID, Distinctive Ring, Continuous Redial, Speed Calling 30 and Three-Way Calling. Call Forwarding Remote Access is available at no additional charge to Multi Feature Pack subscribers. [2]

(M)

[1] Service is grandfathered to existing service arrangements at existing locations to customers of record located in the Jacksonville serving area as of November 1, 2006 and in all other Comcast serving areas as of May 4, 2007.

(M)

[2] Service is grandfathered to existing customers of record as of October 15, 2003.

[3] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 62.2.

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

4. OBSOLETE SERVICES

(T)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

(N)

4.1.2 RESIDENTIAL LOCAL SERVICE [2] (CONT'D)

(N)

G. Optional Long Distance Calling Plans [1]

(M)

1. The \$.12 Per Minute Plan provides the customer with a \$.12 per minute rate for long distance calling as set forth in Comcast Phone of Florida, LLC, Tariff No. 1.
2. The 5 Cent Off-Peak Calling Plan provides peak and off-peak period calling per-minute rates as set forth in Comcast Phone of Florida, LLC, Tariff No. 1.

(M)

- [1] Service is grandfathered to existing customers of record as of October 15, 2003. (M)
- [2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (M)

(N)

(M) Text has been moved from Section 3, Sheet 62.3.

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4. OBSOLETE SERVICES

(N)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.2 RESIDENTIAL LOCAL SERVICE [4] (CONT'D)

(N)

H. Rates and Charges (Cont'd)

(M)

7. Optional Features [3]

	NONRECURRING CHARGE	MONTHLY RATE
a. Individual Features		
(1) Anonymous Call Rejection	[1]	\$2.50
(2) Call Forwarding Remote Access	[1]	4.50
(3) Call Forwarding Selective	[1]	3.00
(4) Call Forwarding Variable	[1]	3.50
(5) Call Return	[1]	4.75
(6) Call Screening	[1]	2.00
(7) Call Waiting	[1]	5.00
(8) Caller ID	[1]	7.65
(9) Caller ID Blocking Per Call	[1]	0.00
(10) Caller ID Blocking Per Line	[1]	0.00
(11) Custom Ring	[1]	3.75
(12) Distinctive Ring	[1]	3.75
(13) LD Alert [2]	[1]	3.00
(14) Prohibit Billed to Third Number Calls	[1]	0.00
(15) Prohibit Collect Calls	[1]	0.00
(16) Repeat Dialing	[1]	3.50
(17) Speed Dial 8	[1]	3.00
(18) Speed Dial 30	[1]	3.50
(19) Three-Way Calling	[1]	4.50

	NONRECURRING CHARGE	PER USE	MONTHLY CAP
b. Per Use Features			
(1) Call Return	[1]	\$0.90	\$3.60
(2) Call Trace	[1]	1.00	-
(3) Repeat Dialing	[1]	0.90	3.60

(M)

[1] Nonrecurring charge does not apply if installed on the same order, at the same time as the associated access line. See Section 3.2.1, preceding, for applicable nonrecurring charges.

(M)

[2] Monthly rate does not apply if Call Waiting is provisioned on the same line.

[3] Service is grandfathered to existing service arrangements at existing locations to customers of record located in the Jacksonville serving area as of November 1, 2006 and in all other Comcast serving areas as of May 4, 2007.

[4] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 63.1.

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4. OBSOLETE SERVICES

(N)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.2 RESIDENTIAL LOCAL SERVICE [2] (CONT'D)

(N)

I. Low Income Assistance Programs [1]

(M)

1. Lifeline Service

Lifeline Service offers a credit on monthly local service bills to qualified customers who receive state and federal assistance from one of the following programs: Temporary Assistance to Needy Families (TANF), Supplemental Security Income (SSI), Food Stamps, Medicaid, Federal public housing/Section 8, or Low Income Home Energy Assistance Plan (LIHEAP).

The Company will pass through to the customer the available federal and state credits for Lifeline service. The amount of such credits will not exceed the charge for local service.

Lifeline Service is available only with the Company's Local Only Offer and is limited to one service per qualified customer or household. A Lifeline customer may subscribe to standard features and services at the applicable rates, charges and regulations for each feature and service provided, as set forth in this Price List. Nonrecurring service connection charges will apply as specified in Section 3.1, preceding.

2. Link-Up Florida

Link Up Florida is available to customers who meet the eligibility requirements for the Lifeline Assistance Program.

Link-Up Florida provides for a 50% reduction in the Service Connection Charge associated with the connection of a new residence local access line. The total amount of the discount may not exceed \$30.00, and any remaining charges will be billed to the Link Up Florida customer.

(M)

[1] Service is grandfathered to existing service arrangements at existing locations to customers of record located in the Jacksonville serving area as of November 1, 2006 and in all other Comcast serving areas as of May 4, 2007.

(M)

[2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 63.2.

4. OBSOLETE SERVICES

(N)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.3 BUSINESS SERVICE [1]

(N)

Business Service provides the customer with an access line and usage within a Local Calling Area for the transmission of two-way interactive switched voice or data communications. The Company's services are furnished in multi-dwelling units where facilities and equipment are available, and are subject to the terms and conditions of this Price List.

(M)

Business Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company.

Business Service is subject to monthly recurring charges, usage rates, and, for certain call types, service charges on a per access line basis.

A. Broadband Business Basic

The Broadband Business Basic offer provides the customer with an access line, touch-tone service, one commercial white page listing, one simple yellow page listing, 900/976 call blocking, and unlimited calling within the customer's Local Calling Area. Customers may order optional features individually or as part of a feature package, as shown in E., following.

B. Broadband Business Bundle

The Broadband Business Bundle provides the customer with services available in the Broadband Business Basic offer, as specified above, together with long distance service options as described in the appropriate Company Tariff. Customers may order optional features individually or as part of a feature package, as shown in E., following.

C. Broadband Business Bonus Bundle

The Broadband Business Bonus Bundle provides the customer with services available in the Broadband Business Bundle offer, as specified above, with the Full Feature Package as described in E., following. Hunting is also included in this offer for multi-line customers.

D. Broadband Business Reserve

The Broadband Business Reserve offer provides the customer with an access line, touch-tone service, one commercial white page listing, one simple yellow page listing, 900/976 call blocking, and unlimited calling within the customer's Local Calling Area. The Business Reserve line cannot be the customer's primary line nor can it be a part of an associated hunt group.

(M)

[1] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 63.3.

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4. OBSOLETE SERVICES

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.3 BUSINESS SERVICE [1] (CONT'D)

E. Optional Features

The customer may choose to subscribe to any one of the following feature packages per line. Monthly recurring charges associated with each feature package are applied per access line, and are in addition to any other applicable charges.

1. One Feature Selected

The One-Feature Package provides the customer with a choice of one feature from those listed in F.5.b., following.

2. Two Features Selected

The Two Feature Package provides the customer with a choice of two features from those listed in F.5.b., following.

3. Three Features Selected

The Three Feature Package provides the customer with a choice of three features from those listed in F.5.b., following.

4. Four or More Features Selected

If the customer has selected the Broadband Business Basic offer, feature charges over the third selection are free; if the Broadband Business Bundle is selected, the customer will be automatically upgraded to the Broadband Business Bonus Bundle that includes all features in the monthly charge.

(N)

(N)

(M)

(T)

(T)

(T)

(M)

[1] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)

(N)

(M) Text has been moved from Section 3, Sheet 63.4.

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4. OBSOLETE SERVICES

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.3 BUSINESS SERVICE [6] (CONT'D)

F. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE	
1. Broadband Business Basic [1]	[2]	\$25.95	(N)
2. Broadband Business Bundle [1]	[2]	23.95	(N)
3. Broadband Business Bonus Bundle [1]	[2]	32.95	(M)
4. Broadband Business Reserve [1]	[2]	12.95	
5. Optional Features			
a. One Feature Selected	[3]	[4]	
b. Two Features Selected	[3]	\$6.50	
c. Three Features Selected	[3]	9.00	
d. Four or More Features Selected	[3]	[5]	(M)

[1] Service is grandfathered to existing service arrangements at existing locations for customers of record as of March 25, 2003. (M)

[2] Nonrecurring charges apply as set forth in Section 3.1, preceding.

[3] Nonrecurring charges apply as set forth in Section 3.2.1, preceding. Nonrecurring charge does not apply if installed on the same order, at the same time as an associated primary line.

[4] Price for one feature selected is as specified in 6.b., following, for the feature selected.

[5] If the customer has selected the Broadband Business Basic offer, feature charges over the third selection are free; if the Broadband Business Bundle is selected, the customer will be automatically upgraded to the Broadband Business Bonus Bundle that includes all features in the monthly charge.

[1] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007. (T)(M)
(N)

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Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone

Florida Price List No. 2
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4. OBSOLETE SERVICES

(N)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.3 BUSINESS SERVICE [4] (CONT'D)

(N)

F. Rates and Charges (Cont'd)

(M)

6. Optional Features (Cont'd)

	NONRECURRING CHARGE	MONTHLY RATE
b. Individual Features		
(1) Anonymous Call Rejection	[1]	\$4.00
(2) Call Forwarding Remote Access	[1]	4.00
(3) Call Forwarding Selective	[1]	4.00
(4) Call Forwarding Variable	[1]	4.00
(5) Call Return	[1]	4.00
(6) Call Screening	[1]	4.00
(7) Call Waiting	[1]	4.00
(8) Caller ID	[1]	4.00
(9) Caller ID with Call Waiting [2]	[1]	0.00
(10) Caller ID Blocking Per Line	[1]	0.00
(11) Custom Ring	[1]	4.00
(12) Distinctive Ring	[1]	4.00
(13) Integrated Hunting/Messaging [3]	[1]	2.00
(14) LD Alert	[1]	4.00
(15) Repeat Dialing	[1]	4.00
(16) Prohibit Billed to Third Number	[1]	0.00
(17) Prohibit Collect	[1]	0.00
(18) Prohibit Billed to Third Number and Collect	[1]	0.00
(19) Speed Dialing 8	[1]	4.00
(20) Speed Dialing 30	[1]	4.00
(21) Three-Way Calling	[1]	4.00
c. Hunting	[1]	N/A
	PER USE	MONTHLY CAP
d. Usage Sensitive Features		
(1) Call Return	\$0.50	\$4.00
(2) Call Trace	1.00	6.00
(3) Repeat Dialing	0.50	5.00

(M)

[1] Nonrecurring charges apply as set forth in Section 3.2.1, preceding. Nonrecurring charge does not apply if installed on the same order, at the same time as an associated primary line.

(M)

[2] The customer must subscribe to both Call Waiting and Caller ID.

[3] May not be included as a feature selection in the Optional Feature Packages described in F.5, preceding. The customer must subscribe to both Hunting and Voicemail to receive this feature.

[4] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 63.6.

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4. OBSOLETE SERVICES

(N)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.4 EXTENDED CALLING SERVICE [1][3]

(N)

A. General

(M)

1. Extended Calling Service (ECS) provides usage based pricing for Residence customer dialed or operator assisted calls to selected exchanges within the customer's LATA.
2. ECS is provided by the Company between exchanges as specified in C, following, subject to the availability of facilities and billing capabilities.
3. ECS is provided on a per use basis to customers who subscribe to the Residential Local Service offerings described in 4.1.1 and 4.1.2, preceding.
4. Any Residential Local Service customer may choose to subscribe to the ECS Unlimited Calling Option, which provides unlimited calls to ECS locations for a flat monthly rate.
5. When appropriate, service charges for Operator Services, as set forth in Section 3.4, will apply in addition to ECS rates.

(T)

(T)

B. Rates and Charges

		CHARGE PER CALL	
1. ECS Per Use		\$0.25	
	NONRECURRING CHARGE	CHARGE PER MONTH	
2. ECS Unlimited Calling Option	[2]	\$15.95	(M)

- [1] Service is grandfathered to existing service arrangements at existing locations to customers of record as of May 4, 2007.
- [2] Nonrecurring charges apply as set forth in Section 3.1, preceding. Nonrecurring charge does not apply if installed on the same order, at the same time as an associated primary line.
- [3] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(M)

(T)(M)
(N)

(M) Text has been moved from Section 3, Sheet 63.7.

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 By:

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4. OBSOLETE SERVICES

(N)

4.1 BASIC EXCHANGE SERVICE (CONT'D)

4.1.4 EXTENDED CALLING SERVICE [1][2] (CONT'D)

(N)

C. ECS Exchange Routes

(M)

<u>FROM EXCHANGE</u>	<u>TO EXCHANGES</u>
Coral Springs	Boynton Beach, Delray Beach, Hollywood, Miami, North Dade, Perrine, Homestead
Deerfield Beach	Boynton Beach, Hollywood, Miami, North Dade, Perrine, Homestead
Fernandina Beach	Jacksonville
Florida Keys	Homestead, Miami, Perrine
Fort Lauderdale	Boca Raton, Boynton Beach, Delray Beach, Homestead, Miami, North Dade, Perrine,
Hollywood	Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, Delray Beach, Homestead, Miami, Perrine, Pompano Beach
Homestead	Coral Springs, Deerfield Beach, Florida Keys, Fort Lauderdale, Hollywood, North Dade, Pompano Beach
Jacksonville	Fernandina Beach, Hilliard, MacClenny, Palatka, Sanderson, St. Augustine
Jacksonville Beach	St. Augustine
Julington	Green Cove Springs, Palatka, Ponte Vedra Beach, St. Augustine
Miami	Boca Raton, Coral Springs, Deerfield Beach, Florida Keys, Fort Lauderdale, Hollywood, Pompano Beach
North Dade	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Homestead, Pompano Beach

(M)

- [1] Service is grandfathered to existing service arrangements at existing locations to customers of record as of May 4, 2007.
- [2] Service is withdrawn in the Jacksonville serving area as of August 31, 2007 and in all other Comcast serving areas as of October 3, 2007.

(M)
 |
 (T)(M)
 (N)

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.1 GENERAL

- A. Subject to the terms set forth in Section 7.1.4, following, this Tariff provides an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section 7.1 are in addition to the terms and conditions found in the General Regulations Section of this Tariff.
- H. Service is offered subject to the availability of suitable facilities within the state. LIS provides unlimited statewide calling.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.2 DEFINITIONS

- A. "Company" means an affiliate of Comcast that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

7.1.3 DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.4 USE OF SERVICE

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 7.1.8 and 7.1.9 of this Tariff.
1. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.
 - a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
 - b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").

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d/b/a Comcast Digital Phone

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.4 USE OF SERVICE

A. (Cont'd)

- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 7.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

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Florida Price List No. 2
Original Sheet No. 98

7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.5 TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.
- C. Discontinuance of Service for Cause
 - 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
 - 2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
 - 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
 - 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.5 TERM AND TERMINATION

C. Discontinuance of Service for Cause (Cont'd)

5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

7.1.6 SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.7 LOCAL NUMBER PORTABILITY

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

7.1.8 EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.8 EMERGENCY 911 SERVICE (CONT'D)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.9 LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 7.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.9 LIMITATION OF LIABILITY

D. (Cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.9 LIMITATION OF LIABILITY (CONT'D)

- E. The Company shall not be liable for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE

7.1.9 LIMITATION OF LIABILITY (CONT'D)

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

7.1.10. DIRECTORY LISTINGS

- A. The Company will assist the Customer in the provision of Standard, Non-Published and Non-Listed Directory Services (as those services are defined in Section 3.4.5, preceding).
- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

7.1.11 SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the state. LIS provides unlimited statewide calling.

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Florida Price List No. 2
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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.12 DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for Interstate and International services associated with LIS are included in the Company's Service Guides posted on the Company's website at www.comcast.com/tariffs.
- D. The customer will be assessed a charge for the addition of service(s) to existing equipment and/or service(s) at one location, or for the rearrangement or reclassification of existing service at the same location.

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7. LOCAL INTERCONNECTION SERVICE

7.1 LOCAL INTERCONNECTION SERVICE (CONT'D)

7.1.13 RATES AND CHARGES

	NONRECURRING CHARGE
A. Local Interconnection Service	ICB
	MONTHLY RATE
B. Local Interconnection Port	
· Per-T-1	\$1,200.00
· All Other Bandwidths	ICB
C. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 7.1.12.A above for additional information.

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