Exhibit No. _____
Issues: General Terms and Conditions, Issues 1, 2, 6; Appendix Direct Issue 1; Interconnection Trunking, Issue 1b; Intercarrier Compensation, Issues 1a, 1b, 10
Witness: James R. Burt
Type of Exhibit: Direct Testimony
Party: Sprint Communications Company, L.P.
Case No. TO-2005-0336

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

Southwestern Bell Telephone, L.P., d/b/a SBC Missouri's Petition for Compulsory Arbitration of Unresolved Issues for a Successor Interconnection Agreement to the Missouri 271 Agreement ("M2A")	**)** **)** **)** **)** **)**	**Case No. TO-2005-0336**

DIRECT TESTIMONY

OF

JAMES R. BURT

ON BEHALF OF
SPRINT COMMUNICATIONS COMPANY, L.P.

MAY 9, 2005

SECTION I -- INTRODUCTION

Q. Please state your name, title and business address.

A. My name is James R. Burt. I am Director – Regulatory Policy, for Sprint Corporation. My business address is 6450 Sprint Parkway, Overland Park, KS, 66251.

Q. Please summarize your educational and professional background.

A. I received a Bachelor of Science degree in Electronics Engineering from the University of South Dakota in 1980 and a Masters in Business Administration from Rockhurst College in 1989.

I became Director – Regulatory Policy in February of 2001. I am responsible for developing state and federal regulatory policy and legislative policy for Sprint Corporation, including the coordination of regulatory and legislative policies across the various Sprint business units and the advocacy of such policies before regulatory and legislative bodies.

From 1997 to February of 2001, I was Director-Local Market Planning. I was responsible for policy and regulatory position development and advocacy from a CLEC perspective. In addition, I supported Interconnection Agreement negotiations and had responsibility for various other regulatory issues pertaining to Sprint's CLEC efforts.

From 1996 to 1997, I was Local Market Director responsible for Sprint's Interconnection Agreement negotiations with BellSouth.

I was Director – Carrier Markets for Sprint's Local Telecom Division from 1994 to 1996. My responsibilities included inter-exchange carrier account management and management of one of Sprint's Inter-exchange Carrier service centers.

From 1991 to 1994, I was General Manager of United Telephone Long Distance, a long distance subsidiary of Sprint/United Telephone Company. I had P&L, marketing and operations responsibilities.

From 1989 to 1991, I held the position of Network Sales Manager responsible for sales of business data and network solutions within Sprint's Local Telecom Division.

From 1988 to 1989, I functioned as the Product Manager for data and network services also for Sprint's Local Telecom Division.

Prior to Sprint I worked for Ericsson Inc. for eight years with positions in both engineering and marketing.

Q. Have you testified before any regulatory commissions?

A. Yes. I have provided testimony in Georgia, Louisiana, Pennsylvania, Maryland, Illinois, Nebraska and Iowa and have supported the development of testimony in many other states.

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Sprint Communications Company, L.P (hereafter referred to as "Sprint").

Q. What is the purpose of your Direct Testimony?

A. The purpose of my Direct Testimony is to provide Sprint's positions regarding the list of outstanding issues below. Items (a) through (g) center on whether Sprint can include the traffic of another service provider such as a cable company on its interconnection trunks with SBC. Issue (h) relates to the routing and intercarrier compensation for PSTN to IP or IP to PSTN traffic, sometimes referred to as Voice over Internet Protocol or VoIP traffic.

(a) DPL #1 - General Terms and Conditions, Issue Number 1, Do Section 251 interconnection rights allow for one carrier to interconnect to the ILEC on behalf of another carrier that is serving end users?

(b) DPL #1 – General Terms and Conditions, Issue Number 2, Should the phrase "End User" be explicitly defined in this ICA such that it includes the end users of entities with which Sprint has entered into a business relationship to provide certain telecommunications services?

(c) DPL #1 – General Terms and Conditions, Issue Number 6, Should the ICA contain a specific definition for Section 251(b)(5) traffic such that it includes traffic for entities with which Sprint has entered into agreements to provide telecommunications services including interconnection for the purposes of exchanging traffic?

(d) DPL #4 - Appendix Direct – Direct Access Agreement, Issue Number 1, Should the phrase "End User" be explicitly defined in this ICA?

(e) DPL #5 – Interconnection Trunking Requirements, Issue Number 1b, Should SBC be permitted to deny Sprint's right as a telecommunications service provider to exchange traffic with SBC for calls between SBC end users and the end users of Sprint's customers?

(f) DPL #8 – Appendix Intercarrier Compensation, Issue 1a, Who do the provisions of the Intercarrier Compensation Attachment apply to?

(g) DPL #8 – Appendix Intercarrier Compensation, Issue 1b, For the purposes of Intercarrier Compensation, do the provisions of this Appendix address the transport and termination of telecommunications traffic originated by either Party?

(h) DPL #8 – Appendix Intercarrier Compensation, Issue 10, What is the appropriate compensation and routing of PSTN-IP and IP-PSTN traffic.

SECTION II – UNRESOLVED ISSUE DISCUSSION

Q. Please describe the first unresolved issue between Sprint and SBC.

A. The first unresolved issue I'd like to describe is that Sprint and SBC have a dispute related to whether Sprint has the right to place local traffic of a service provider Sprint has entered into a business relationship with on Sprint's interconnection trunks with SBC. This dispute appears to be more complicated than it really is due to the complexity of the interconnection agreement. As a result of this complexity this one dispute surfaces in numerous places in the interconnection agreement as demonstrated by items (a) through (g) above. However, a Commission decision favorable to Sprint on the single threshold issue will support a competitive market entry model by which one entity, in this case Sprint, provides interconnection for itself or for another service provider, e.g., a cable company.

Q. What is Sprint's desired outcome for the first issue you described and identified as items (a) through (g) above?

A. First and foremost, Sprint seeks Commission affirmation on the single threshold issue: that Sprint has the right throughout this entire contract to include local traffic originating from and terminating to end users of Sprint's cable partners. Once the Commission addresses this threshold issue, SBC and Sprint should be ordered by the Commission to incorporate this decision throughout the entire agreement as part of final interconnection process.

Q. Please explain the competitive market entry model you mentioned in more detail.

A. Sprint has operated as a nationwide CLEC since the passage of the Telecom Act in 1996. Since then, the industry has seen considerable change. Some of these changes are the result of actual changes in the rules, e.g., elimination of the unbundled local switching element. Others are related to new or different competitors entering the market utilizing new market entry models. Sprint is involved in a form of the latter resulting from advances in technology that has given cable companies the ability to utilize their hybrid fiber coax networks to provide competitive local and long distance voice service. The cable companies are likely to become very formidable competitors to incumbent local exchange carriers because of their ability to offer attractive bundles of service and the ability to leverage existing relationship with consumers. One challenge the cable companies face that Sprint is addressing is the ability and experience needed to interconnect the cable network with the public switched telephone network (PSTN) for the exchange of voice traffic. Since Sprint is already a CLEC with interconnection contracts and interconnection facilities, it is a natural "partner" for the cable companies whereby the assets and capabilities of both companies provide a viable alternative to consumers for voice services.[1]

[1] Sprint and the cable companies are not partners in the legal sense.

Q. Briefly describe the service being offered by the cable companies.

A. Although each of the cable company service offerings could be different, each of the companies Sprint has contracted with to date are or will be offering a bundle of local and long distance service. This bundle is typically combined with other cable services such as high-speed data or cable television service, CATV. To date, the local and long distance service provided by the cable company carries the cable company brand.

Q. Please describe the functions performed by the cable companies and the functions performed by Sprint.

A. The cable companies provide the last mile facilities that include their hybrid fiber coax network that connects their CATV subscribers to the cable company head end which is the point in their network where all subscriber connections terminate. It is similar in function to the ILEC's loop. The cable companies also provide all marketing, sales and customer service. In effect, the cable companies provide the customer interface.

In comparison, Sprint provides the industry facing interface including, but not limited to the following functions.

- Sprint uses its CLEC status and interconnection contracts and facilities combined with switching, transmission and transport facilities to allow a subscriber to originate and terminate voice calls to the PSTN.

- Number administration including number assignment, acquisition of numbering resources from the North American Numbering Plan Administrator (NANPA), and local number portability functions whether it's to or from a cable company customer.
- Inter-carrier compensation, including the billing and payment of both reciprocal compensation and exchange access.
- 911 connectivity including MSAG acquisition and validation and connectivity to the public safety answering points (PSAP).
- Operator services, directory assistance, directory assistance call completion.
- Placement of directory listings in ILEC directories.

Q. Is the market entry model you're describing working anywhere today?

A. Yes. Sprint has business relationships with multiple cable companies including, but not limited to, Time Warner Cable, Mediacom, Blue Ridge Communications, Massillon Cable, Wide Open West and Wave Broadband. To date, this business model is successfully being utilized in the states of Missouri, Kansas, Minnesota, Texas, Ohio, Michigan, Nebraska, Wisconsin, Louisiana, Mississippi, New York and New Jersey serving approximately 300,000 subscribers. Sprint is utilizing its interconnection agreements with multiple incumbent local exchange carriers, including SBC, to serve these customers.

Q. You stated that you are currently using this new market entry model whereby the cable company provides the customer-facing functions and Sprint provides the industry-facing functions in Missouri today with existing interconnection contracts. Who is the incumbent local exchange carrier?

A. SBC.

Q. Is SBC aware of your relationship with the cable companies and that you're exchanging local exchange traffic with them for cable company voice subscribers?

A. It is my understanding that they are aware of this fact because it has been discussed in the context of these contract negotiations.

Q. Has SBC raised any concerns with the fact that you're using current local interconnection contracts and local interconnection trunks for the exchange of cable company voice traffic?

A. Sprint has been exchanging cable company voice traffic with SBC over its local interconnection trunks with SBC for well over a year and to my knowledge, SBC has not raised any concerns.

Q. What is the basis for SBC refusing to accept Sprint's proposed contract language?

A. SBC seems to suggest in their DPL that Section 251 restricts the interconnection trunks between Sprint and SBC to only carry SBC and Sprint end user traffic.

They further confuse the issue by claiming they are not obligated to be a "transit" provider whereby they serve as the point of interconnection for traffic being exchanged between different service providers.

Q. Do you agree with SBC's interpretation of Section 251?

A. No. Section 251(a) allows for direct or indirect interconnection.[2] Indirect interconnection is in widespread use today because it is an efficient way for service providers to exchange traffic when volumes are relatively low. It would be inefficient to require every service provider to directly interconnect with every other service provider. I also think the transit provider argument is misplaced based on Sprint's intended purpose of the end user definition. Sprint is not trying to place SBC in the position of being a transit provider, quite the opposite. Sprint witness Pete Sywenki addresses the indirect interconnection issue more thoroughly in his testimony.

Q. Has SBC agreed to language with any other CLECs that is comparable to what Sprint is requesting or provides a similar result of allowing for the interconnection of a service provider's end user traffic that is not a party to the interconnection agreement?

A. Yes, SBC and Level 3 have language in a recently negotiated amendment to their interconnection agreements that addresses the issue of whether Level 3 can utilize its interconnection contract and interconnection trunks to exchange with SBC a

service provider's end user traffic even though that service provider is not a party to the interconnection agreement. Although I was not a party to the discussions, the language in Section 7.6 of an amendment SBC and Level 3 have negotiated appears to allow Level 3 to place traffic from service providers not a party to their interconnection agreement with SBC over the Level 3 interconnection trunks.[3] I have included the amendment to my testimony as Attachment 1. Section 7.6 of the amendment includes the phrase "If SBC determines that any traffic terminated to SBC by Level 3 that is not originated by Level 3 or its customer is classified…." Since there is no definition of the term customer, the phrase "its customer" could be interpreted to mean another service provider that Level 3 has entered into an agreement with who is actually serving the end user. According to Level 3 press releases, it appears that Level 3 has relationships with service providers comparable to Sprint.[4] Therefore, the language in the SBC/Level 3 amendment is consistent in intent to what Sprint is asking.

Q. Does the fact that SBC and Level 3 has language that, as you suggest, supports the ability for Level 3 to exchange traffic for service provider that are not a party to the interconnection agreement suggest this is a legal form of interconnection?

[2] Section 251(a)(1) of the Telecom Act states that each telecommunications carrier has the duty to interconnect directly or indirectly.
[3] SBC and Level 3 entered into a 13-state agreement on or about February 10, 2005. This agreement is titled "First Amendment Superseding Certain Intercarrier Compensation Interconnection and Trunking Provisions"
[4] Level 3's web site contains several press releases regarding agreements Level 3 has reached with service providers including Adelphia Communications, America Online and deltathree. http://www.level3.com/802.html

A. Although I am not an attorney, it is my understanding that it would be discriminatory for SBC to allow Level 3 to exchange traffic for service providers that are not a party to an interconnection agreement and not also allow Sprint to do the same thing since Sprint and Level 3 compete against one another for the business of these same service providers.[5]

Q. Is it in the public interest to allow for one entity to exchange the traffic of another entity on its interconnection trunks?

A. It is my opinion that it is in the public interest to allow one entity to exchange the traffic of another entity on its interconnection trunks. The competitive market entry model being utilized by Sprint and the cable companies relies on Sprint's ability to place cable company subscriber voice traffic on Sprint's interconnection trunks. This market entry model is consistent with what was intended by Congress and the Federal Communications Commission (FCC). The FCC has consistently established policies that promote competition in all segments of the telecommunications market, and has encouraged the deployment of new technologies. From a policy perspective, there is no reason why the telecom industry shouldn't utilize an outsourcing model like the one I've described if that is what a competitive local service provider like a cable company wants to utilize. It is highly likely that the cable companies will become very formidable competitors in the local and long distance market given their network assets and

[5] Section 252(e)(2)(A)(i) of the Telecom Act states that a State commission may reject a negotiated agreement if "the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement;"

existing customer relationships and to deny them the ability to implement their service in the manner proposed would be to the detriment of consumers.

Q. Did the Telecom Act contemplate an outsourcing model?

A. Yes. The Telecom Act gives telecommunications carriers the ability to outsource certain portions of their network. Telecommunications carriers are allowed to purchase services or network functionality from the ILEC.[6] This concept is taken one step further in that telecommunications carriers can also purchase telecommunications services from CLECs.[7] In essence, Sprint is reselling telecommunications services to the cable companies.

Q. Has the FCC addressed an interconnection model where one entity carries the traffic of another entity on its interconnection trunks in the same manner in which you are proposing with SBC?

A. Yes. As I stated above the FCC has interpreted existing law and established policies that encourage innovative ways to bring facilities-based competition to the local market. One example is in the Vonage Order, where the FCC notes that "this Order clears the way for increased investment and innovation in services like Vonage's to the benefit of American consumers."[8] The FCC also recognizes and

[6] Section 251(c)(3) of the Telecom Act obligates the ILEC to sell certain unbundled network elements to requesting telecommunications carriers. Section 251(c)(4) obligates the ILEC to resell at wholesale rates any telecommunications service the ILEC provides at retail.
[7] Section 251(b)(1) of the Telecom Act obligates all local exchange carriers to resell their networks to other telecommunications carriers.
[8] In the Matter of Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission, WC Docket No. 03-211, FCC 04-267, rel. November 12, 2004, Para. 2.

goes so far as to legitimize the interconnection through an entity that does not directly serve the end user. In the Vonage Order, the FCC stated as follows:

> "In any case, the subscriber's outgoing calls originate on the Internet and are routed over the Internet to Vonage's servers. If the destination is another Vonage customer or a user on a peered service, the server routes the packets to the called party over the Internet and the communication also terminates via the Internet. If the destination is a telephone attached to the PSTN, the server converts the IP packets into appropriate digital audio signals and connects them to the PSTN *using the services of telecommunications carriers interconnected to the PSTN.* If a PSTN user originates a call to a Vonage customer, the call is connected, *using the services of telecommunications carriers interconnected to the PSTN*, to the Vonage server, which then converts the audio signals into IP packets and routes them to the Vonage user over the Internet."[9]

The Vonage example states that Vonage has the right to interconnect via a third party telecommunications carrier even though it has not been determined whether Vonage is a telecommunications carrier itself.

Q. Is there another example of where the FCC has supported the idea that innovative forms of competition are in the public interest?

A. Yes. Another example of the FCC's support of innovative competition is the Administration of the North American Numbering Plan Order, in which the FCC granted a waiver to SBC Internet Services, Inc. (SBCIS) of §52.15(g)(2)(i) of the Commission's rules. The waiver allowed SBCIS, an information services provider, to obtain numbering resources directly from the North American Numbering Plan Administrator (NANPA) and/or the Pooling Administrator (PA) for use in deploying IP-enabled services, including Voice over Internet Protocol

[9] WC Docket No. 03-211, FCC 04-267 at Para. 8 (italics added).

(VoIP) services, on a commercial basis to residential and business customers.[10] In its Order, the FCC stated as follows:

> "We find that special circumstances exist such that granting SBCIS's petition for waiver is in the public interest. Thus, we find that good cause exists to grant SBCIS a waiver of section 52.15(g)(2)(i) of the Commission's rules until the Commission adopts numbering rules regarding IP-enabled services. Absent this waiver, SBCIS would have to partner with a local exchange carrier (LEC) to obtain North American Numbering Plan (NANP) telephone numbers. Allowing SBCIS to directly obtain numbers from the NANPA and the PA, subject to the conditions imposed in this order, *will help expedite the implementation of new IP-enabled services that interconnect to the PSTN; and enable SBCIS to deploy innovative new services and encourage the rapid deployment of new technologies and advanced services that benefit American consumers. Both of these results are in the public interest.*"[11]

This Order also supports the idea of interconnection by SBCIS with incumbent LECs:

> "Among the numbering requirements that we impose on SBCIS is the "facilities readiness" requirement set forth in §52.15(g)(2)(ii). A number of parties have raised concerns about how SCBIS will demonstrate that it complies with this requirement. In general, SBCIS should be able to satisfy this requirement using the same type of information submitted by other carriers. As noted by SBCIS, however, one piece of evidence typically provided by carriers is an interconnection agreement with the incumbent LEC that serves the geographic area in which the carrier proposes to operate. For purposes of demonstrating compliance with §52.15(g)(2)(ii), if SBCIS is unable to provide a copy of an interconnection agreement approved by a state commission, we require that it submit evidence that it has ordered an interconnection service pursuant to a tariff that is generally available to other providers of other IP-enabled voice services."[12]

The FCC's actions in these two proceedings demonstrate the importance of interpreting telecommunications law broadly to honor the overarching goals of the

[10] In the Matter of Administration of the North American Numbering Plan, CC Docket No. 99-200, FCC 05-20, Order, *rel.* February 1, 2005, citations omitted.
[11] CC Docket No. 99-200, FCC 05-20, February 1, 2005, Para. 6, citations omitted.
[12] CC Docket 99-200, FCC 05-20, Para. 10, citations omitted (italics added).

Telecommunications Act. A narrow interpretation could effectively thwart a legitimate and formidable form of facilities-based local competition.

Q. Is the service being provided by Sprint and the cable companies with which Sprint has entered into a business relationship like the Vonage service?

A. No. The service Sprint and the cable companies are providing is not like the Vonage service. Vonage provides what is typically referred to as Internet telephony service. Subscribers who have broadband access to the Internet can subscribe to the Vonage service (or from any of the numerous Internet telephony providers). The voice traffic is routed from the customer premise over the broadband Internet connection to the Internet and through a gateway device at the terminating end before getting terminated over the PSTN. The service being provided by Sprint and the cable companies is never routed over the public Internet. It routed entirely over a private network from customer premise to the point where Sprint would terminate the traffic to the PSTN over local interconnection facilities or access facilities. In addition, the service provided by Sprint and the cable companies provides enhanced 911 service.

Q. Please state your second unresolved issue.

A. **A.** The second unresolved issue I'd like to describe deals with the intercarrier compensation that applies to IP to PSTN and PSTN to IP traffic that is jurisdictionally toll traffic. This issue is identified as item (h) above.

Q. What is Sprint's desired outcome for the IP to PSTN and PSTN to IP intercarrier compensation issue identified by issue (h) above?

A. Sprint would like this Commission to ensure there is competitive neutrality on issues as significant as the intercarrier compensation issue for VoIP traffic. SBC's position is that switched access charges should apply to this type traffic when the calls are jurisdictionally toll calls. Sprint is asking SBC to provide Sprint the same rates that it has agreed to with Level 3 which are lower than switched access charges. Sprint is asking this Commission to order SBC to not discriminate against Sprint relative to Level 3 by providing Sprint the same rates that it has negotiated with Level 3 for VoIP traffic.

Q. Please describe characteristics of IP to PSTN or PSTN to IP traffic in general terms.

A. IP to PSTN or PSTN to IP traffic sometimes referred to as VoIP traffic takes different forms. The form that is subject to this dispute is that which is IP protocol on one customer premise and TDM protocol on the other customer premise. This type of traffic is typically referred to as VoIP traffic that has a net change in protocol. The net change results from the fact that one protocol is used on one end and another protocol is used on the other end of a voice call.

Q. Please describe the intercarrier compensation issue related to the VoIP traffic you described.

A. The dispute that carriers normally get into relative to the appropriate intercarrier compensation that applies to VoIP traffic is whether switched access charges apply to this traffic on toll calls. The ILEC party to the debate typically says switched access applies and the other party typically says reciprocal compensation or some other rate applies.

Q. Why is the issue of whether switched access rates or reciprocal compensation or some other rate applies so important?

A. Whether switched access rates or reciprocal compensation or some other rate applies to VoIP traffic is a result of the considerable difference between switched access rates and reciprocal compensation rates. The switched access rates can range from a few pennies per minute of use (MOU) to several pennies per MOU. Reciprocal compensation rates are typically hundredths of a penny. This difference can amount to considerable sums of money if traffic volumes are high.

Q. Can the fact that one carrier in a market has one cost of terminating VoIP traffic and another carrier has a higher cost result in a competitive advantage for the carrier with the lower cost?

A. Yes. If one carrier has costs lower than a competing carrier it can result in a competitive advantage to the carrier with the lower costs. The lower costs

structure can result in a carrier being able to charge lower prices to its customers or will provide greater margins, both of which is a competitive advantage.

Q. Is Sprint asking this Commission to determine whether switched access rates or reciprocal compensation rates should apply to VoIP traffic?

A. No. Sprint is not asking this Commission to determine whether switched access rates or reciprocal compensation rates should apply to VoIP traffic. Sprint is asking this Commission to require SBC to provide Sprint the same rates for VoIP traffic that it negotiated with Level 3. In other words, Sprint is asking this Commission to not allow SBC to place Sprint at a competitive disadvantage relative to Level 3 by refusing to offer Sprint the same rates it has negotiated with Level 3.

SECTION III – CONCLUSION

Q. Please summarize your Direct Testimony.

A. Sprint and SBC have a dispute related to whether Sprint has the right to place local traffic of a service provider Sprint has entered into a business relationship with on Sprint's interconnection trunks with SBC. In other words, does Sprint have the right to place local traffic originated by a Time Warner cable customer onto the interconnection facilities connecting Sprint with SBC? Sprint has entered into partnerships with several cable operators, including Time Warner Cable and Mediacom in Missouri, where Sprint provides the behind-the-scenes connection to the public switched network, including connection with the ILEC.

Giving Sprint the right to include the traffic of another service provider on its interconnection trunks will allow the cable companies to enter the market and provide a facilities based competitive alternative. An innovative facilities based market entry model of this type is consistent with good telecom policy and is in the public interest.

With respect to the VoIP intercarrier compensation issue, Sprint wants to avoid a situation whereby Sprint is disadvantaged relative to other carriers. If a competitor of Sprint's has the ability to terminate VoIP traffic at a particular rate based on a negotiated agreement, Sprint wants those same rates. SBC and Level 3 have negotiated a rate for VoIP traffic. Therefore, Sprint is asking SBC to agree to offer the same rates to Sprint.

Q. Does this conclude your testimony?

A. Yes.

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AFFIDAVIT OF JAMES R. BURT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

I, James R. Burt, being of lawful age and duly sworn, state the following:

1. I am currently Director - Regulatory Policy for Sprint Communications Company L.P.

2. I have participated in the preparation of the attached Direct Testimony in question and answer form to be presented in the above entitled case;

3. The answers in the attached Direct Testimony were given by me; and,

4. I have knowledge of the matters set forth in such answers and that such matters are true and correct to the best of my knowledge and belief.

Jim Burt
James R. Burt

Subscribed and sworn to before me on this 9th day of May, 2005.

Mary K Joshi
Notary Public

My Appointment Expires:

March 5, 2009

NOTARY PUBLIC – State of Kansas
MARY K. JOSHI
My Appt. Exp. 3-5-09