

**Before the  
PUBLIC UTILITIES COMMISSION  
of the  
STATE OF SOUTH DAKOTA**

**In the Matter of Complaint of Orbitcom,            )  
Inc. against Global Crossing                    )  
Telecommunications, Inc.                    )**

**Docket No. TC-08-005**

**STATE OF NEW YORK        )  
                              ss.:  
COUNTY OF MONROE      )**

**SUR-REPLY AFFIDAVIT  
OF SEAN HERRICK**

**SEAN HERRICK**, being duly sworn, deposes and says that:

1. I am Senior Manager, Cost of Access for Global Crossing Telecommunications, Inc. ("Global Crossing"). I have previously submitted an affidavit and a reply affidavit in this proceeding. I am submitting this sur-reply affidavit to respond to the matters contained in the affidavit of counsel for Orbitcom dated June 17, 2008. In that affidavit, Ms. Meredith Moore avers that Orbitcom sent to Global Crossing revised invoices "on September 12, 2008 [sic]." I acknowledge receiving the documents Ms. Moore attaches to her affidavit in September 2007, but would not characterize them as "revised billing statements" at all. I thus stand by my previous statement that Orbitcom never sent Global Crossing revised "invoices" for the period prior to July 2007.


2. The documents Ms. Moore attaches on their faces show only a debit labeled "IntraState - IntraLATA" and a completely offsetting credit labeled "InterState - InterLATA." There is no explanation whatever, either on the face page of the document Ms. Moore attaches or anywhere else, as to what these debits and credits relate. The recipient is simply left to guess as to their significance. Tellingly, the "revised billing statements"

point to nothing that is being billed. The credits and debits set forth in the "other charges and credits" section completely offset each other and therefore have no effect on the bill itself.

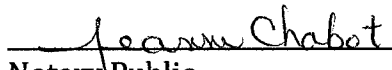
3. Moreover, as I explained in my previous affidavit, Orbitcom has provided no explanation as to how it derived its newly-discovered percent interstate use ("PIU") factors and no detail supporting application of that factor, either currently or going back as it proposes to do. Absent such explanation or detail, the "revised billing statements" are meaningless.

4. I further note that, if Orbitcom truly wishes to attempt to recast in PIU retroactively, then (1) I have been informed by counsel for Global Crossing that this is a federal matter rather than a state matter because PIU calculations are separations-related; and (2) if this Commission proceeds, it will need to take into account both not only recast invoices but also recast payments. When both sides of the equation are considered, I preliminarily estimate that Orbitcom will owe Global Crossing on a net basis in excess of \$400,000. Global Crossing is preparing such a claim for filing in the near future.

5. Finally, although it was not apparent from the electronic invoices (which is the way that Orbitcom invoices Global Crossing), the paper documents that Ms. Moore attaches to her affidavit make clear that Orbitcom is seeking an order of payment from this Commission as to access charges for traffic originating or terminating in other states, which are matters that I understand are beyond the purview of the Commission.

  
Sean Herrick

Sworn to before me this  
20 day of June, 2008

  
Notary Public

JEANNE CHABOT  
Notary Public, State of New York  
No. 01CH6034835  
Qualified in Ontario County  
Commission Expires December 20, 2009