

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of)
)
 MFS COMMUNICATIONS COMPANY,)
 INC.)
)
 Petition for Arbitration Pursuant to)
 47 U.S.C. § 252(b) of Interconnection Rates,)
 Terms, and Conditions with)
)
 SPRINT UNITED-CENDEL OF)
 FLORIDA, INC. (also known as)
 CENTRAL TELEPHONE COMPANY OF)
 FLORIDA AND UNITED TELEPHONE)
 COMPANY OF FLORIDA)

Docket No. 960838-TP

**MFS COMMUNICATIONS COMPANY, INC'S MOTION TO COMPEL DISCOVERY
AND OPPOSITION TO
SPRINT'S MOTION FOR PROTECTIVE ORDER**

Pursuant to Rule 25-22.034, Florida Administrative Code, and Florida Rule of Civil Procedure 1.380, MFS Communications Company, Inc. ("MFS") moves for an order compelling Sprint United-Centel of Florida, Inc. ("Sprint") to (1) respond to MFS's First Set of Interrogatories to Sprint¹ ("First IRR"); (2) respond to MFS's First Request for Production of Documents to Sprint and produce the requested documents² ("First POD") (together "discovery requests"); and (3) deny Sprint's Motion for Protective Order;

¹ Attached hereto as exhibit A.
² Attached hereto as exhibit B.

Such responses and production of documents are necessary and required under the rules of discovery. Sprint's responses and production would enable MFS to narrow and clarify the basic issues, claims, and contentions between Sprint and MFS and ensure an efficient presentation of relevant evidence to the Florida Public Service Commission ("Commission").

The relevant facts and argument supporting this motion are set forth herein below.

NATURE OF CASE AND FACTS

On July 17, 1996, MFS filed its Petition to determine rates, terms and conditions for interconnection and related arrangements with Sprint pursuant to § 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L.No. 104-104 § 101(a), 110 Stat. 70, *to be codified at* 47 U.S.C. § 252(b).

On July 31, 1996, MFS served Sprint with its discovery requests to which responses were due within 20 days. Generally, these discovery requests sought the identification and production of documents that support Sprint's contentions and positions regarding, both unresolved and unidentified, issues and documents that Sprint intended to rely upon in the arbitration hearing.³ Furthermore the discovery requests plainly stated at the outset that: "[t]o the extent Sprint has any objection, concern, or need for clarification regarding any of these requests, in order that MFS may attempt to provide any necessary clarification or otherwise make necessary arrangements to insure prompt and timely compliance with this request." First IRR ¶ 2 and First POD ¶ 1. With complete disregard to this provision, Sprint filed its response to MFS's discovery requests on August 12, 1996 ("Response").⁴ Using identical objections, Sprint objected to interrogatories 1, 2, 3, and 5. Then, using exactly the same objections used in its

³ Please see exhibits A and B for the exact discovery requests.

⁴ Attached hereto as exhibit C.

responses to the interrogatories, Sprint objected to document requests 1, 2, 3, 6, and 13.⁵ Lastly, Sprint also requested that the Commission construe its objections to MFS's discovery requests as a Motion for Protective Order.

The objection that Sprint states for all of its responses to MFS's interrogatories and document requests, in relevant part, is as follows:

[T]he Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y 1942) [sic], the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and record" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case.

ARGUMENT

There is nothing mystifying or confusing about MFS's document requests. MFS merely seeks to discover what it is rightfully entitled to discover. By identifying and producing the documents that support its positions and contentions and those documents that it intends to rely upon during the arbitration hearing, Sprint would enable MFS to clarify the basic issues, claims, and contentions between Sprint and MFS. No one but Sprint has the ability to determine

⁵ It is patently obvious that Sprint has not objected to each of MFS's individual document requests in good faith, but instead cut and pasted its objections to interrogatories onto its objections to MFS's document requests. In so doing, Sprint did not even bother to change the language in the objection to reflect the fact that it was responding to a document request and not an interrogatory. Consequently the objections to the document requests state: "[Sprint] object[s] to the *interrogatory* on the grounds . . . and does not describe the documents to be *identified* . . ." Sprint also repeatedly provides erroneous citation for the primary case on which it relies in each of its objections.

and identify which documents meet the descriptions contained in the document requests.

Consequently, Sprint's objections to MFS's discovery requests are groundless.

a. Sprint's Reliance on United States v. American Optical Co.

Sprint's reliance upon American Optical for each and every one of its objections is flawed. The facts in American Optical are inapposite to the facts and circumstances involved in this discovery dispute. First, in American Optical the court only considered a Rule 34 document request (not interrogatories) that was made, and consequently denied, after the trial had begun and after the party seeking discovery had already had a chance to prepare for trial. The court stated that "[i]t seems clear that [the party seeking discovery] may not prepare for trial again, after having such opportunities to avail itself to all of the pre-trial weapons in the procedural arsenal furnished to it by the new Federal Rules of Procedure." United States v. American Optical Co., 2 F.R.D. 534, 536 (S.D.N.Y. 1942).

Clearly MFS's contested discovery was served well in advance of any trial or hearing to resolve this matter. In fact these are the first requests for discovery served by MFS on Sprint and were served on Sprint within two weeks of MFS filing its petition.

Another case involving a discovery dispute, relying on American Optical, upheld the requirement of Rule 34⁶ that the documents sought must be specifically designated. United States v. National Steel Corp., 26 F.R.D. 607 (1960 S.D. Tex.). This case, however, more fully explained that the particularity or preciseness of designation required by Rule 34 depends on the circumstances of each case. The case delineates two views on the specificity required under Rule

⁶ This case was decided before the "reasonable particularity" standard was effectuated in Rule 34.

34: (1) the liberal view requiring the adequate designation of categories and (2) the stringent (American Optical) view requiring a more specific designation. The court in National Steel held that in order for a party seeking to discover particular documents by use of Rule 34 he or she must resort to Rule 33 in order to discover through interrogatories the identity of the relevant documents. This decision clearly rejects Sprint's reliance upon American Optical in objecting to MFS's interrogatories. If American Optical is still applicable at all today, it is only applicable to requests for production of documents. Otherwise, MFS would be required designate each particular piece of paper that it desires, which presupposes an accurate knowledge of such papers, which MFS does not and could not have.

In a more recent case decided by the United States District Court for the Southern District of Florida, a court denied a Motion for Protective Order holding that a request for production of "all records, charts, records, correspondence, memoranda, etc. pertaining to [two parties]" was sufficient to meet the "reasonable particularity" standard "at that stage of discovery (pre-trial)." Taylor v. Florida Atlantic Univ., 132 F.R.D. 304, 305 (1990 S.D. Fla.).

b. Reasonable Particularity

All Sprint's objections state that "[t]his request is similar to the request for 'all pertinent books and records' that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case." Sprint failed to state two important facts. First, the dispute in the referenced case again only involved a document production and not interrogatories. Second, the case required "that the documents and papers [be] specified with reasonable particularity." Id. at 217.

MFS submits that none of its interrogatories or document requests is similar to a request for "all pertinent books and records" -- but rather describes the documents that it seeks to

have Sprint identify and/or produce with reasonable particularity. Generally, MFS's requests seek to have Sprint identify and produce those documents which support its contentions and positions with respect to various issues. For Sprint to maintain that the requests do not describe the documents to be identified and/or produced is preposterous. After all, at this stage of discovery no one is in a better position to determine what documents that Sprint is going to rely upon to support its positions than Sprint. It is hard to imagine how MFS would learn the identity of the relevant documents if not from Sprint through discovery. It is obvious that Sprint, through its groundless objections, seeks to delay and hinder MFS's discovery for no good reason.

Lastly, with regard to Sprint's reliance on City of Miami v. Florida Public Service Commission. In that case, as in American Optical, the dispute was over a document request and not interrogatories. Consequently, insofar as Sprint cites this case to support its objection to MFS's interrogatories it is unjustified.

c. Sprint's Motion for a Protective Order

The party moving for a Protective Order has the burden of showing that it is entitled to this order. Sprint has clearly failed to make this required showing here and consequently its Motion for Protective order should be denied by the Commission.

For these reasons, MFS asks the Commission to order Sprint to (1) provide responses to all of MFS's First Set of Interrogatories to Sprint within ten (10) days of the Commission's order; (2) provide responses to MFS's First Request for Production of Documents within ten (10) days, and produce responsive documents for inspection and copying within fifteen (15) days of the Commission's order; and (3) deny Sprint's Motion for Protective Order;

MFS respectfully requests a hearing on this matter.

Dated: August 19, 1996

Respectfully submitted,



Andrew D. Lipman

Russell M. Blau

Michael D. Breen

SWIDLER & BERLIN, Chartered

3000 K Street, N.W., Suite 300

Washington, D.C. 20007

(202) 424-7500 (Tel.)

(202) 424-7657 (Fax)

Attorneys for MFS COMMUNICATIONS
COMPANY, INC.

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

RECEIVED
AUG 1 1996

**In Re: Petition by MFS Communications
Company, Inc. for arbitration of certain
terms and conditions of a proposed
agreement with Sprint United-Centel of
Florida, Inc. concerning interconnection
and resale under the Telecommunications
Act of 1996**

)
) Docket No. 960838-TP
) RECORDS/REPORTING
)
) Dated: August 1, 1996
)
)
)
)

**MFS COMMUNICATIONS COMPANY, INC.'S
NOTICE OF SERVICE OF ITS FIRST SET OF
INTERROGATORIES TO SPRINT UNITED-CENTEL OF FLORIDA, INC.**

MFS Communications Company, Inc. ("MFS") by and through its undersigned
counsel, hereby files and serves Notice that it has served its First Set of Interrogatories to
Sprint United-Centel of Florida, Inc. on J. Jeffrey Wahlen, Esquire and John P. Fons,
Esquire, McFarlane, Ausley, Ferguson & McMullen, 227 South Calhoun Street, Tallahassee,
Florida 32302 by overnight delivery this 31st day of July, 1996.

Respectfully submitted,

RECEIVED
AUG 1 1996
AL

A. Lipman (gl)

Andrew D. Lipman
Russell M. Blau
Lawrence R. Freedman
SWIDLER & BERLIN, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
(202) 424-7500 (Tel.)
(202) 424-7645 (Fax)

Attorneys for MFS COMMUNICATIONS
COMPANY, INC.

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition by MFS Communications Company, Inc. for arbitration of certain terms and conditions of a proposed agreement with Sprint United-Centel of Florida, Inc. concerning interconnection and resale under the Telecommunications Act of 1996)	
)	Docket No. 960838-TP
)	
)	Dated: August 1, 1996
)	
)	
)	
)	

**MFS COMMUNICATIONS COMPANY, INC.'S FIRST SET OF
INTERROGATORIES TO SPRINT UNITED-CENTEL OF FLORIDA, INC.**

COMES NOW, MFS Communications Company, Inc. ("MFS"), and propounds the following interrogatories to Sprint United-Centel of Florida, Inc. ("Sprint"). Pursuant to Rule 1.340, Florida Rules of Civil Procedure, MFS hereby serves its First Set of Interrogatories (Nos. 1 to 7) to Sprint. These interrogatories shall be answered under oath by you or your agent who is qualified to answer, with said answers being served on counsel for MFS within twenty (20) days of receipt of this request.

INSTRUCTIONS

1. Provide the name, address, and relationship to Sprint of each person providing answers to the following interrogatories and identify which question each person answered.
2. To the extent the Sprint has any objection, concern, or need for clarification regarding any of these requests, Sprint is hereby requested to contact counsel for MFS immediately, and prior to the date for response for this request, in order that MFS may

attempt to provide any necessary clarification or otherwise make any necessary arrangements to insure prompt and timely compliance with this request.

DEFINITIONS

1. "You", "Your", or "Sprint" as used herein means Sprint United-Centel of Florida, Inc., its present and former officers, directors, employees, agents, representatives, affiliates, subsidiaries, parents, and all branches, departments, or divisions thereof, and all other persons or entities acting with, for or on behalf of Sprint and includes consultants, advisors, attorneys, and independent contractors, past or present, or any person or entity acting in a consulting or advisory capacity.

2. MFS as used herein means MFS Communications Company, Inc., its present and former officers, directors, employees, agents, representatives, affiliates, subsidiaries, parents, and all branches, departments, or divisions thereof, and all other persons or entities acting with, for or on behalf of MFS and includes consultants, advisors, attorneys, and independent contractors, past or present, or any person or entity acting in a consulting or advisory capacity.

3. "And" and "or" as used herein are terms of inclusion and not exclusion, and shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the interrogatory any response that might otherwise be construed to be outside its scope.

4. "Petition" as used herein means MFS's Petition for Arbitration Pursuant to 47 U.S.C. Section 257(b) of Interconnection Rates, Terms and Conditions with Sprint filed on July 17, 1996 with the Florida Public Service Commission.

5. "Comprehensive Interconnection Agreement" as used herein means the proposed comprehensive interconnection agreement sent by MFS to Sprint on July 3, 1996 and attached to the Petition as Exhibit C.

6. "Unresolved Issues" as used herein means unresolved issues set forth in the Petition, including physical interconnection, information services traffic, number resources arrangements, tandem subtending and meet-point billing, reciprocal compensation arrangements, prices for unbundled loops, unbundled links, and stipulated damages clause.

7. "Unidentified Unresolved Issues" as used herein means any issue in addition to the Unresolved Issues which Sprint believes is unresolved.

INTERROGATORIES

1. Identify all documents that support your position with respect to each Unresolved Issue and each Unidentified Unresolved Issue.

2. Identify any cost studies that support your position with respect to each Unresolved Issue and each Unidentified Unresolved Issue.

3. Identify any cost studies that support any contention you intend to raise in opposition to the Comprehensive Interconnection Agreement.

4. Describe the steps, if any, you have taken to comply with the Unbundling Order and the Interconnection Order (as such terms are defined in the Petition).

5. Identify all documents that you intend to introduce or otherwise rely on in the arbitration hearing on this matter.

6. Identify any interconnection agreements you have reached with alternative local exchange carriers.

7. To the extent that you are negotiating, but have not finalized, agreements with any other alternative local exchange carriers, describe the extent and status of those negotiations, and identify any partial, interim, or draft agreements that have been prepared, circulated or exchanged, and summarize the terms and conditions of any such agreements.

Respectfully submitted,

A Lipman (for)

Andrew D. Lipman

Russell M. Blau

Lawrence R. Freedman

WIDLER & BERLIN, Chartered

1000 K Street, N.W., Suite 300

Washington, D.C. 20007-5116

(202) 424-7500 (Tel.)

(202) 424-7645 (Fax)

Attorneys for MFS COMMUNICATIONS
COMPANY, INC.

Dated: July 31, 1996

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of July, 1996, a copy of MFS Communications Company, Inc.'s Notice of Service for its First Set of Interrogatories and its First Set of Interrogatories to Sprint United-Centel of Florida, Inc., was served via Federal Express (next day delivery) to J. Jeffrey Wahler, Esq. and John P. Fons, Esq., McFarlane, Ausley, Ferguson & McMullen, 227 South Calhoun Street, Tallahassee, Florida 32302, and copies were served on the following:

Scott Edmonds, Esq.
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

L. Freedman (RF)
Lawrence R. Freedman

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

RECEIVED
AUG 1 1996

In Re: Petition by MFS Communications Company, Inc. for arbitration of certain terms and conditions of a proposed agreement with Sprint United-Centel of Florida, Inc. concerning interconnection and resale under the Telecommunications Act of 1996

)
) Docket No. 960838-TP
) FPSC-RECORDS/REPORTING
) Dated: August 1, 1996
)
)
)
)

MFS COMMUNICATIONS COMPANY, INC.'S NOTICE OF SERVICE OF ITS FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO SPRINT UNITED-CENTEL OF FLORIDA, INC.

MFS Communications Company, Inc. ("MFS") by and through its undersigned counsel, hereby files and serves Notice that it has served its First Request for Production of Documents to Sprint United-Centel of Florida, Inc. on J. Jeffrey Wahlen, Esquire and John P. Fons, Esquire. McFarlane, Ausley, Ferguson & McMullen, 227 South Calhoun Street, Tallahassee, Florida 32302 by overnight delivery this 31st day of July, 1996.

Respectfully submitted,

RECEIVED & FILED
cl

A Lipman (fl)

Andrew D. Lipman
Russell M. Blau
Lawrence R. Freedman
SWIDLER & BERLIN, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
(202) 424-7500 (Tel.)
(202) 424-7645 (Fax)

Attorneys for MFS COMMUNICATIONS COMPANY, INC.

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition by MFS Communications Company, Inc. for arbitration of certain terms and conditions of a proposed agreement with Sprint United-Centel of Florida, Inc. concerning interconnection and resale under the Telecommunications Act of 1996)
) Docket No. 960838-TP
)
) Dated: August 1, 1996
)
)
)
)
)
)

**MFS COMMUNICATIONS COMPANY, INC.'S FIRST
REQUEST FOR PRODUCTION OF DOCUMENTS TO
SPRINT UNITED-CENTEL OF FLORIDA, INC.**

COMES NOW, MFS Communications Company, Inc. ("MFS"), and propounds the following requests for production of documents to Sprint United-Centel of Florida, Inc. ("Sprint"). Pursuant to Rules 25-22.034 and 25-22.035(3), Florida Administrative Code, and Rule 1.340, Florida Rules of Civil Procedure, MFS hereby submits its First Request for Production of Documents to Sprint (Nos. 1 to 13).

MFS requests that the documents sought below be produced for inspection and copying at the office of MFS Communications Company, Inc., 6 Concourse Parkway, Suite 2100, Atlanta, Georgia 30328, within twenty (20) days of the date of this request.

INSTRUCTIONS

1. To the extent the Sprint has any objection, concern, or need for clarification regarding any of these requests, Sprint is hereby requested to contact counsel for MFS

immediately, and prior to the date for response for this request, in order that MFS may attempt to provide any necessary clarification or otherwise make any necessary arrangements to insure prompt and timely compliance with this request.

2. If an objection is made to any request contained herein, for each item or category objected to:

- a. State the specific ground for each objection;
- b. Identify each such document by giving its date, the name of each author (and each recipient, if different), and by giving any other information necessary to identify such document or part thereof; and
- c. Provide a description of the subject matter of each document or item.

3. If a request is made for the production of documents which are no longer in your possession, custody or control, state when such documents were most recently in your possession, custody or control, what disposition you made of them, the person currently in possession, custody or control of such documents, and the identity of any persons or documents referred to in the document or sent a copy of the document or documents. If the documents have been destroyed, identify the person who destroyed the documents and the person who directed that the documents be destroyed, state when they were destroyed, and the reasons for the destruction.

4. If there are no documents in existence that are requested in a particular paragraph of this request, your response must include a statement to that effect.

DEFINITIONS

1. "Document" as used herein means any printed, written, typed, recorded, transcribed, taped, photographic or graphic matter, however produced or reproduced, including but not limited to: any letter, correspondence or communication of any sort; film, print or negative or photograph; sound recording, video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement or amendment thereto; telex, telegram, cable; summary, report or record of telephone conversation, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act or activity; projection, work paper or draft; computer output or input, data compilation, data processing card and all electronically or electromagnetically stored data from which information can be obtained either directly or by translation through detection devices, readers, computer programs, or electronic retrieval, and the documentation necessary and sufficient to access the data and to translate the data into a readable form; opinion or report of consultant; request, order, invoice or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement circular, newspaper or magazine clipping, press release, receipt, journal, ledger, schedule, bill or voucher; financial statement, statement of account, bank statement, check book, stubs or register, canceled check, deposit slip, charge slip, requisition, file, study, graph, tabulation; and any and all other writings and recordings of whatever nature, whether signed or unsigned or transcribed. "Document" also means (a) the original and/or any nonidentical original or copy including those with any marginal note or comment, or showing additions, deletions or substitutions; (b) drafts; (c) attachments to or enclosures with any document; and (d) every document referred to in any other

document.

2. "You", "Your", or "Sprint" as used herein means Sprint United-Centel of Florida, Inc., its present and former officers, directors, employees, agents, representatives, affiliates, subsidiaries, parents, and all branches, departments, or divisions thereof, and all other persons or entities acting with, for or on behalf of Sprint and includes consultants, advisors, attorneys, and independent contractors, past or present, or any person or entity acting in a consulting or advisory capacity.

3. MFS as used herein means MFS Communications Company, Inc., its present and former officers, directors, employees, agents, representatives, affiliates, subsidiaries, parents, and all branches, departments, or divisions thereof, and all other persons or entities acting with, for or on behalf of MFS and includes consultants, advisors, attorneys, and independent contractors, past or present, or any person or entity acting in a consulting or advisory capacity.

4. "And" and "or" as used herein are terms of inclusion and not exclusion, and shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the document request any document that might otherwise be construed to be outside its scope.

5. "Petition" as used herein means MFS's Petition for Arbitration Pursuant to 47 U.S.C. Section 252(b) of Interconnection Rates, Terms and Conditions with Sprint filed on July 17, 1996 with the Florida Public Service Commission.

6. "Comprehensive Interconnection Agreement" as used herein means the proposed comprehensive interconnection agreement sent by MFS to Sprint on July 3, 1996 and

attached to the Petition as Exhibit C.

7. "Unresolved Issues" as used herein means unresolved issues set forth in the Petition, including physical interconnection, information services traffic, number resources arrangements, tandem subtending and meet-point billing, reciprocal compensation arrangements, prices for unbundled loops, unbundled links, interim number portability, stipulated damages clause.

8. "Unidentified Unresolved Issues" as used herein means any issue, in addition to the Unresolved Issues, which Sprint believes is unresolved.

REQUESTS FOR PRODUCTION

You are hereby requested to produce the following documents:

1. All documents identified in response to MFS's First Set of Interrogatories.
2. All documents that support Sprint's position on each Unresolved Issue and each Unidentified Unresolved Issue.
3. All cost studies which concern or relate to each Unresolved Issue and each Unidentified Unresolved Issue, including each cost study you intend to rely upon in opposition to the Comprehensive Interconnection Agreement.
4. All documents reflecting loop prices for off-premise Centrex services.
5. All cost studies that Sprint provided to the Florida Public Service Commission or any other state agency to support its Centrex prices.
6. All documents you intend to introduce or otherwise rely on in the arbitration hearing on this matter.

7. Copies of any interconnection agreements, whether partial or comprehensive, with any other alternative local exchange carriers or telephone companies, regarding interconnection in the State of Florida or elsewhere.

8. Internal memoranda and correspondence regarding Sprint's negotiations with any alternative local exchange carrier in Florida other than MFS for an interconnection arrangement or agreement.

9. Internal memoranda or correspondence regarding the technical feasibility for unbundling or any technical concerns relating to unbundled loops.

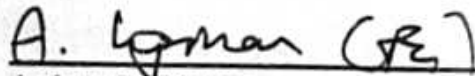
10. Any tariff provisions that Sprint relies on to assert the availability of any requested unbundled element.

11. Internal memoranda or correspondence reflecting or concerning Sprint's compliance with the Unbundling Order and the Interconnection Order (as such terms are defined in the Petition).

12. Internal Memoranda or correspondence reflecting or concerning Sprint's policy regarding interconnection with alternative local exchange carriers.

13. Any other document which supports any contention, response, or allegation which Sprint may make in response or opposition to the Petition or any position advocated by MFS in the Petition.

Respectfully submitted,

A. Lipman (RL)

Andrew D. Lipman
Russell M. Blau
Lawrence R. Freedman
SWIDLER & BERLIN, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
(202) 424-7500 (Tel.)
(202) 424-7645 (Fax)

Attorneys for MFS COMMUNICATIONS
COMPANY, INC.

Dated: July 31, 1996

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of July, 1996, a copy of MFS Communications Company, Inc.'s Notice of Service for its First Request for Production of Documents and its First Request for Production of Documents to Sprint United-Centel of Florida, Inc., was served via Federal Express (next day delivery) to J. Jeffrey Wahlen, Esq. and John P. Fons, Esq., McFarlane, Ausley, Ferguson & McMullen, 227 South Calhoun Street, Tallahassee, Florida 32302, and copies were served on the following:

Scott Edmonds, Esq.
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

L. Freedman (RF)
Lawrence R. Freedman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the matter of)
MFS COMMUNICATIONS COMPANY,)
INC.)
Petition for Arbitration)
Pursuant to 47 U.S.C. § 252(b))
of Interconnection Rates,)
Terms, and Conditions with)
SPRINT UNITED-CENTEL OF)
FLORIDA, INC. (also known as)
CENTRAL TELEPHONE COMPANY OF)
FLORIDA AND UNITED TELEPHONE)
COMPANY OF FLORIDA))

DOCKET NO. 960838-TP
Filed: August 12, 1996

**CENTRAL TELEPHONE COMPANY OF FLORIDA AND
UNITED TELEPHONE COMPANY OF FLORIDA'S
OBJECTIONS TO MFS'S FIRST SET
OF INTERROGATORIES AND FIRST REQUEST TO PRODUCE
AND MOTION FOR PROTECTIVE ORDER**

United Telephone Company of Florida ("Sprint/United") and Central Telephone Company of Florida ("Sprint/Centel") (collectively "Sprint" or the "Companies"), pursuant to Rule 25-22.034, Florida Administrative Code, Florida Rule of Civil Procedure 1.350, and Order No. PSC-96-0964-PCO-TP, issued on July 26, 1996, hereby submit the following Objections and Motion for Protective Order with respect to MFS Communications Company, Inc.'s ("MFS") First Set of Interrogatories ("First IRR") and First Request to Produce ("First POD") to Sprint served on July 31, 1996 (together, "MFS's First Set").

I.

Preface

The objections are being made for the purpose of complying with the Order on Prehearing Procedure in this docket. The Companies have made a good faith effort to identify any and all objections they may have to MFS's First Set, but reserve the right to raise additional objections up to the time of their answers or response if the need for additional objections becomes apparent while preparing the answers. If it becomes necessary to raise additional objections, the Companies will promptly file those objections and notify counsel for MFS of the basis for the objection.

II.

General Objections

The Companies make the following general objections to MFS's First Set. These general objections apply to each of the individual interrogatories and document requests in MFS's First Set, whether or not a specific objection is raised, and to MFS's First Set in its entirety, and are incorporated in the specific objections below as though fully set forth therein.

1. The Companies have interpreted MFS's First Set to apply to the Companies' intrastate operations in Florida and will limit their responses accordingly. To the extent that any interrogatory or document request is intended to apply to matters other than the Florida intrastate operations subject to the jurisdiction of the

Commission, the Companies object on the basis that such are irrelevant, overly broad, unduly burdensome and oppressive.

2. The Companies object to each and every interrogatory and document request to the extent that such requests call for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege or other applicable privilege. To the extent that the Companies identify privileged information during the preparation of the answers and responses to MFS's First Set, they will, without waiving any applicable privilege, disclose the nature of the information and the basis for the claim of privilege to counsel for MFS.

3. The Companies object to each and every interrogatory and document request insofar as they are vague, ambiguous, overly broad, duplicative, imprecise or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of the interrogatories or document request. Any answer or response provided by the Companies will be provided subject to, and without waiver of, the foregoing objection.

4. The Companies object to each and every interrogatory and document request insofar as they are not reasonably calculated to lead to the discovery of admissible evidence, are not relevant to the subject matter of this action, and are beyond the scope of discovery as described in Florida Rule of Civil Procedure 1.280. The Companies will attempt to note each instance where this objection applies.

5. The Companies object to producing answers, documents, records and information to the extent that such information is already in the public record before the Florida Public Service Commission, or is equally available to MFS from some other source.

6. The Companies object to each and every interrogatory and document request, and all of the interrogatories and document requests taken together, insofar as they are unduly burdensome, expensive, oppressive, or excessively time-consuming to answer or respond to as written.

7. The Companies object to each and every interrogatory and document to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that the interrogatories or document requests seek proprietary confidential business information which is not subject to the "trade secrets" privilege, the Companies will make such information available to counsel for MFS pursuant to a mutually acceptable Protective Agreement, subject to any other general or specific objections contained herein. The Companies have attempted to identify all instances where confidential information has been requested, but reserve the right to claim additional information as confidential if the need to do so becomes apparent while preparing the answers or responses to MFS's First Set.

8. The Companies object to the definition of "you," "your" and "Sprint" on grounds that the definition of these terms is

overbroad and would cause the Companies' to search for the information requested to be burdensome.

10. The Companies object to each of the interrogatories to the extent that they are presented as a request for production of documents, not an interrogatory, and cannot be answered under oath as required by Florida Rule of Civil Procedure 1.340.

11. The Companies object to the place designated for inspection and copying in the First POD on grounds that producing documents at the place designated would be burdensome. To the extent the Companies will be producing documents, they will do so for inspection and copying at the offices of Ausley & McMullen, 227 South Calhoun Street, Tallahassee, Florida 32301.

III.

Specific Objections: Interrogatories

1. Identify all documents that support your position with respect to each Unresolved Issue and Each Unidentified Unresolved Issue.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it

is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case.

2. Identify any cost studies that support your position with respect to each Unresolved Issue and each Unidentified Unresolved Issue.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case. Notwithstanding this objection, the Companies will work with MFS to identify and produce relevant cost information.

3. Identify any cost studies that support any contention you intend to raise in opposition to the Comprehensive Interconnection Agreement.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this

interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case. Notwithstanding this objection, the Companies will work with MFS to identify and produce relevant cost information.

5. Identify all documents that you intend to introduce or otherwise rely on in the arbitration hearing on this matter.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it

is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case.

IV.

Specific Objections: Document Requests

1. All documents identified in response to MFS's First Set of Interrogatories.

Objection: In addition to the general objections set forth above, which are incorporated herein by reference, Sprint-United/Centel objects to this request for the reasons set forth in the specific objections to Interrogatory number 1, 2, 3 and 5, which specific objections are hereby incorporated herein by reference.

2. All documents that support Sprint's position on each Unresolved Issue and each Unidentified Unresolved Issue.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of

Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case.

3. All cost studies which concern or relate to each Unresolved Issue and Each Unidentified Unresolved Issue, including each cost study you intend to rely upon in opposition to the Comprehensive Interconnection Agreement.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case. Notwithstanding this decision, the Companies will work with MPS to identify and produce cost information.

6. All documents you intend to introduce or otherwise rely on in the arbitration hearing on this matter.

Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the

specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case.

13. Any other document which supports any contention, response, or allegation which Sprint may make in response or opposition to the Petition or any position advocated by MFS in this Petition.

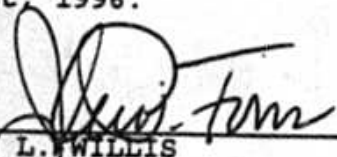
Objection: In addition to the general objections, which are incorporated herein by reference, the Companies object to this interrogatory on grounds that it is vague, overbroad and ambiguous, and does not describe the documents to be identified with the specificity required by the Federal and Florida Rules of Civil Procedure. As noted in United States v. American Optical Co., 2 F.R.D. 534, 536 (D.C.N.Y. 1942), the description of a document that is subject to a discovery request must be sufficiently precise to allow the discoveree to go to his or her files and, without difficulty, pick up the document or other item and say: "Here it is." 2 F.R.D. at 536. This request is similar to the request for "all pertinent books and records" that was condemned in City of Miami v. Florida Public Service Commission, 226 So. 2d 217, 219 (Fla. 1969), and is improper in this case.

v.

Motion for Protective Order

The Companies submit their objections to MFS's First Set pursuant to the authority contained in Slatnik v. Leadership Housing Systems of Florida, Inc., 368 So.2d 79 (Fla. 3d DCA 1979). To the extent that a Motion for Protective Order is required, the objections set forth herein are to be construed as a request for protective order.

Dated this 12th day of August, 1996.



LEE L. WILLIS
JOHN P. FONS
J. JEFFRY WAHLEN
Ausley & McMullen
P. O. Box 391
Tallahassee, Florida 32302
(904) 224-9115

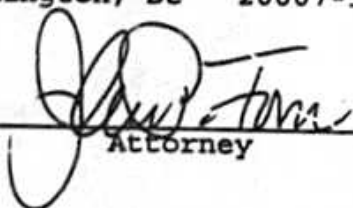
ATTORNEYS FOR CENTRAL TELEPHONE
COMPANY OF FLORIDA AND UNITED
TELEPHONE COMPANY OF FLORIDA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail, hand delivery (*) or overnight express (**) this 12th day of August, 1996, to the following:

Michael Billmeier *
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Andrew D. Lipman **
Russell M. Blau
Lawrence R. Freedman
Swidler & Berlin, Chartered
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116



Attorney

utd\#38.cbj

Certificate of Service

I hereby certify that on this 19th day of August, 1996 a copy of the foregoing Opposition to Sprint's Motion to Dismiss Portions of MFS's Arbitration Petition and MFS Communications Company, Inc.'s Motion To Compel Discovery and Opposition To Sprint's Motion For Protective Order were served, via Federal Express, on the following:

J. Jeffrey Wahlen, Esq.
John P. Fons, Esq.
Ausley & McMullen
227 South Calhoun Street
Tallahassee, Florida 32302

Michael Billmeier
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850


Michael D. Breen