

Dorothy Menasco

From: Dana Greene [DanaG@hgslaw.com]
Sent: Tuesday, June 19, 2012 4:22 PM
To: Filings@psc.state.fl.us
Cc: thatch@att.com; SM6526@att.com; Larry Harris; jlarson@mcslaw.com; Gary Perko
Subject: Docket 110234-TP - Halo's Motion to Compel Discovery Responses to Halo's First Set of Interrogs., Req. for Admiss. and Req. for Production
Attachments: Docket No. 110234 -Halo's Motion to Compel Discovery Responses to Halo's First Set of Interrogs., Req. for Admiss. and Req. for Production.pdf

Electronic Filing

a. Person responsible for this electronic filing:

Gary V. Perko
Hopping Green & Sams, P.A.
119 South Monroe Street
Suite 300
Tallahassee, FL 32301
(850)425-2359
gperko@hgslaw.com

b. Docket No. 110234-TP

In re: Bellsouth Telecommunications, LLC d/b/a AT&T Florida v. Halo Wireless, Inc.

c. Document being filed on behalf of Halo Wireless, Inc.

d. There are a total of 43 pages.

e. The document attached for electronic filing is Halo's Motion to Compel Discovery Responses to Halo's First Set of Interrogatories, Requests for Admission and Requests for Production of Documents.

Thank you for your cooperation.

Dana Greene, Legal Assistant to
Gary V. Perko, D. Kent Safriet,
& Jacob T. Cremer
Hopping Green & Sams, P.A.
119 S. Monroe Street, Ste. 300 (32301)
P.O. Box 6526
Tallahassee, Florida 32314
850-425-3437 (direct)
850-224-8551 (fax)
danag@hgslaw.com

DOCUMENT NUMBER-DATE
04023 JUN 19 2012
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint and petition for relief against Halo Wireless, Inc. for breaching the terms of the wireless interconnection agreement, by BellSouth Telecommunications, LLC d/b/a AT&T Florida

DOCKET NO. 110234-TP

FILED: JUNE 19, 2012

HALO'S MOTION TO COMPEL DISCOVERY RESPONSES TO HALO'S FIRST SET OF INTERROGATORIES, REQUESTS FOR ADMISSION AND REQUESTS FOR PRODUCTION OF DOCUMENTS

Halo Wireless, Inc. ("Halo") hereby files this Motion to Compel BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T Florida") to respond to Halo's First Set of Interrogatories Nos. 2, 6 and 11 and First Requests for Admission Nos. 1 through 4, 6, 10, 11, and 15 through 21. For the following reasons, the Florida Public Service Commission (the "Commission") should compel AT&T Florida to respond to Halo's discovery.

Argument

Order No. PSC-12-2020-PCO-TP, which was filed in this Docket on April 13, 2012, established that "Discovery shall be conducted in accordance with ... the Florida Rules of Civil Procedure (as applicable), as modified herein or as may be subsequently modified by the Prehearing Officer." Under FLA. R. CIV. P. 1.280(b)(1),

Parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of any other party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter.

AT&T Florida objects to responding to the entirety of Halo's discovery requests and has

failed to furnish responses to Halo's First Set of Interrogatories 2, 6 and 11 and First Requests for Admission Nos. 1 through 4, 6, 10, 11, and 15 through 21. *See* AT&T Florida's Objections and Responses to Halo's First of Interrogatories, Requests for Admission and Requests for Production of Documents attached hereto as Exhibit "A."

AT&T Florida's complaint alleges that Halo has breached the parties' interconnection agreement ("ICA") by delivering non-wireless traffic to AT&T Florida, altering call detail information, and non-payment of switched access charges. *See* Complaint Counts I-IV. Halo has tailored its discovery requests to these specific issues. Applying the applicable standard, the information Halo seeks is relevant to the subject matter of the issues in this proceeding and is clearly reasonably calculated to lead to the discovery of admissible evidence. Halo specifically addresses each of the discovery requests to which AT&T Florida objected below.

Interrogatory Nos. 2, 6 and 11.

Halo served the following Interrogatories upon AT&T Florida, and to which AT&T Florida has failed to provide responses.

2. Identify all Documents which you reviewed prior to filing the Complaint.
6. Define "end point" as used by AT&T and provide the source of the definition.
11. Describe in detail every step you contend Halo should have taken to avoid delivering intrastate "wireline" (as you define that term) "originated" (as you define that term) calls to AT&T.

In its objections, AT&T Florida erroneously contends that the above Interrogatories are vague, ambiguous, overly broad, and/or irrelevant. To the contrary, the information Halo seeks is relevant to the subject matter of the issues in this proceeding and are narrowly tailored to AT&T Florida's claims. The Interrogatories are reasonably calculated to lead to the discovery of

admissible evidence, is not overbroad, vague or ambiguous.

First, AT&T Florida has failed to quantify how the Interrogatories are “overly broad” and its objection should be overruled on this basis alone. *See First City Developments of Florida, Inc. v. Hallmark of Hollywood Condominium Ass’n, Inc.*, 545 So.2d 502, 503 (Fla. 4th DCA 1989) (“[I]t is incumbent upon [the objecting party] to quantify for the trial court the manner in which such discovery might be overly broad or burdensome. They must be able to show the volume of documents, or the number of man-hours required in their production, or some other quantitative factor that would make it so.”). AT&T Florida has provided no quantifications whatsoever. In any event, the Interrogatories are not overly broad and are tailored narrowly to the specific issues of the complaint. This information is relevant to the fair and full resolution of this case and can be answered without excessive effort.

Second, Interrogatory No. 6 is neither vague nor ambiguous. Under FLA. R. CIV. P. 1.340(b), interrogatories are “not objectionable because an answer to the interrogatory involves an opinion or contention that relates to fact or calls for a conclusion....” The rule further clarifies that “[a] party shall respond to such an interrogatory by giving the information the party has and the source on which the information is based.” This is exactly what Interrogatory No. 6 does and AT&T Florida must provide a full response. This Interrogatory seeks AT&T Florida’s opinion on the definition of “end point” and the basis of such an opinion, which is material to AT&T Florida’s claim that Halo’s traffic is “wireline” in nature. In support of its objection, AT&T states that “to the best of AT&T Florida’s knowledge, AT&T Florida has not used the term ‘end point’ in this proceeding, with the exception of reference to use of that term by Halo.” However, AT&T’s own witness, Mark Neinast, twice refers to the term “end-point’ in his direct

testimony, without reference to Halo's use of the term. See Neinast Direct Testimony, at p.12, lines 13-14 ("The intercarrier compensation rate that applies to a call is determined by its originating and terminating end-points..."); p.14, line 1 ("We could also determine, based on the end-points of the call and the type of call, which intercarrier compensation rate should have applied."). Accordingly, this objection is invalid and should be overruled.

Third, AT&T Florida has also refused to provide a response to Interrogatory No. 2 because it claims the response would be privileged and "protected by the work product doctrine...." However, under FLA. R. CIV. P. 1.280(b)(5):

When a party withholds information otherwise discoverable under these rules by claiming that it is privileged or subject to protection as trial preparation material, the party shall make the claim expressly and shall describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection.

AT&T Florida has made no attempt to "describe the nature of the documents, communications, or things not produced or disclosed" as it is required to do. Instead, AT&T Florida merely makes a casual reference to the work product doctrine without any further explanation. This is clearly not compliant with the Florida Rules of Civil Procedure and cannot serve as an appropriate basis for refusing to respond. AT&T Florida's objection on this ground should be overruled and it should be ordered to provide a full response to this interrogatory.

First Requests for Admission Nos. 1 through 4, 6, 10, 11, and 15 through 21.

Halo served the following Requests for Admission upon AT&T Florida and to which AT&T Florida has failed to provide responses.

1. It is possible for a single communication to involve more than one "origination" point (as you define that term).

2. If Transcom is an end user, the Transcom-related calls Halo delivers to AT&T in Florida fall within the definition of “Local Traffic” as defined in Section I.D. of the ICA.
3. If Transcom is an end user, the Transcom-related calls Halo delivers to AT&T in Florida are consistent with the usage contemplated by the definition of “Local Interconnection” in Section I.E. of the ICA.
4. If Transcom is an end user, Halo is in compliance with the ICA Amendment provision requiring that its traffic “originates through wireless transmission and receiving facilities before Carrier delivers traffic to AT&T for termination.”
6. When a call “originates” (as defined by you) in IP format and stays in IP format until it is converted to “TDM” by Halo prior to handoff to AT&T in Florida then the call “originates on the Public Switched Telephone Network at Halo’s Base Station.
10. AT&T contends its affiliate that provides voice over Internet Protocol (VoIP) service in association with U-Verse is not a telecommunications carrier.
11. AT&T contends its affiliate that provides VoIP service in association with U-Verse is an Enhanced Information Service Provider, as defined by the FCC.
15. An end user cannot be an “intermediate switching point” in a call.
16. An end user can be an “intermediate switching point” in a call.
17. If the calls in issue do not “originate” on Halo’s network, then the calls in issue meet the definition of “Intermediary Traffic” in Section I.C. of the ICA.
18. For the calls that AT&T asserts constitute a breach, Halo is providing “telephone exchange service” as defined in § 153(54) of the Communications Act.
19. For the calls that AT&T asserts constitute a breach, Halo is providing “exchange access service” as defined in § 153(20) of the Communications Act.
20. For the calls that AT&T asserts constitute a breach, Halo is providing “telephone toll service” as defined in § 153(55) of the Communications Act.
21. For the calls that AT&T asserts constitute a breach, Halo is providing “Interconnected VoIP Service” as defined in § 153(25) of the Communications Act.

AT&T Florida has refused to provide responses to RFA Nos. 1 through 4, 6, 10, 11, and 15 through 21 because the requests call for legal conclusions. However, an objection on this basis is not proper. Rule 1.370(a) provides that “[a] party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not object to the request on that ground alone; the party may deny the matter or set forth reasons why the party cannot admit or deny it, subject to rule 1.380(c).” Therefore, it is entirely valid for Halo to ask AT&T Florida to admit a proposition that would ultimately bear on the resolution of the case. *See Shaw v. State ex rel. Butterworth*, 616 So.2d 1094 (Fla. 4th DCA 1993); *Salazar v. Valle*, 360 So.2d 132 (Fla. 3d DCA 1978). AT&T Florida’s objection must be overruled and it should admit or deny RFA Nos. 1 through 4, 6, 10, 11, and 15 through 21.

AT&T Florida has also refused to furnish responses to RFA Nos. 1, 10, 11, 15, and 16 on the ground that the requests are vague or “nonsensical.” AT&T Florida is incorrect as it is obvious that the above RFAs are clearly stated and can be answered with a simple admission or denial, with a brief explanation if needed. Rule 1.370 provides a straightforward procedure for responding to requests for admission. AT&T Florida’s refusal to provide *any* response to these requests is merely a ploy to avoid making admissions or denials that are inconvenient and supportive of Halo’s legal positions. The above requests are coherent and Halo is entitled to admissions or denials from AT&T Florida. The objections must be overruled.

AT&T Florida has further refused to provide admissions or denials that are responsive to RFA Nos. 10 and 11. The responses merely state that AT&T has never before announced a position on the RFAs, but totally omit the requested admission or denial. Halo did not seek to know whether AT&T Florida had ever before asserted that its affiliate that provides VoIP service

is or is not a telecommunications carrier or an enhanced service provider. Instead these RFAs seek for AT&T to admit or deny these propositions here, for this proceeding. AT&T is attempting to avoid furnishing inconvenient information with evasive responses to questions not asked. Under FLA. R. CIV. P. 1.370(a), “[a]n answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless that party states that that party has made reasonable inquiry and that the information known or readily obtainable by that party is insufficient to enable that party to admit or deny.” Therefore AT&T Florida is not entitled to refuse to provide responses these RFAs merely because “AT&T Florida has made no contention” regarding whether its affiliate is a telecommunications carrier or an enhanced service provider. AT&T Florida’s objections do not state anywhere that it has “made reasonable inquiry” into the matters raised by the RFAs, nor has it stated that the responsive information “is insufficient to enable [it] to admit or deny.” Instead, AT&T Florida has failed to fully responded to these requests as required by the Florida Rules of Civil Procedure and it must be ordered to provide responsive answers.

By improperly objecting to the above discovery requests, or refusing to provide responsive answers, AT&T Florida is withholding discoverable information from Halo. AT&T Florida is skirting the applicable rules in order prevent the discovery of information that is harmful to its case. The discovery sought is relevant and is reasonably calculated to lead to the discovery of admissible evidence. Halo has a right to obtain the information requested and it is necessary to properly prepare its case for hearing.

Certificate

In accordance with Rule 28-106.204(3), Fla. Admin. Code, counsel for the JEA has conferred with counsel for AT&T Florida, who indicated that AT&T Florida opposes this motion.

WHEREFORE, PREMISES CONSIDERED, Halo respectfully requests that the Commission enter an order requiring AT&T Florida to produce full responses to Halo's First Set of Interrogatories Nos. 2, 6 and 11 and First Requests for Admission Nos. 1 through 4, 6, 10, 11, and 15 through 21. Halo additionally requests any further relief to which it may show itself justly entitled, such as an Award of Expenses of Motion under FLA. R. CIV. P. 1.380(A)(4).

RESPECTFULLY SUBMITTED this 19th day of June, 2012.

//s// Gary V. Perko

GARY V. PERKO

Florida Bar No. 855898

HOPPING GREEN & SAMS, P.A.

119 S. Monroe Street, Suite 300 (32301)

Post Office Box 6526

Tallahassee, FL 32314

Phone: 805-425-2359

Fax: 805-224-8551

STEVEN H. THOMAS

Texas State Bar No. 19868890

TROY P. MAJOUÉ

Texas State Bar No. 24067738

JENNIFER M. LARSON

Texas State Bar No. 24071167

McGUIRE, CRADDOCK

& STROTHER, P.C.

2501 N. Harwood, Suite 1800

Dallas TX 75201

Phone: 214.954.6800

Fax: 214.954.6850

W. SCOTT MCCOLLOUGH
Texas State Bar No. 13434100
MATTHEW A. HENRY
Texas State Bar No. 24059121
MCCOLLOUGH|HENRY PC
1250 S. Capital of Texas Hwy., Bldg. 2-235
West Lake Hills, TX 78746
Phone: 512.888.1112
Fax: 512.692.2522

Attorneys for HALO WIRELESS, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail and U.S. mail this 19th day of June, 2012, to the following:

Tracy W. Hatch
Manual A Gurdian
c/o Gregory R. Follensbee
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
thatch@att.com

Larry Harris, Senior Attorney
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
lharris@psc.state.fl.us

Jennifer M. Larson
McGuire, Craddock & Strother, P.C.
2501 N. Harwood, Suite 1800
Dallas, TX 75201
jlanson@mcslaw.com

//s// Gary V. Perko
Attorney



Tracy W. Hatch
General Attorney

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: (850) 577-5508
th9467@att.com

June 4, 2012

Gary V. Perko
Brooke E. Lewis
Hopping Green & Sams, P.A.
P.O. Box 6526
119 S. Monroe Street, Suite 300 (32301)
Tallahassee, Florida 32314

Re: Docket No. 110234-TP
Complaint of BellSouth Telecommunications, LLC d/b/a AT&T
Florida Against Halo Wireless, Inc.

Dear Mr. Perko:

Enclosed is BellSouth Telecommunications, LLC d/b/a AT&T Florida's Responses to Halo's First Set of Interrogatories (Nos. 1-12), Requests for Admission (Nos. 1-22) and Requests for Production of Documents (Nos. 1-9) in the captioned docket. *A Notice of Intent to Request Specified Confidential Classification has also been filed on this same day in Response to Request for Production No. 5.*

Copies have been served to the Parties shown on the attached Certificate of Service list.

Sincerely,

Tracy W. Hatch

cc: Parties of Record
Gregory R. Follensbee

**Certificate of Service
Docket No. 110234-TP**

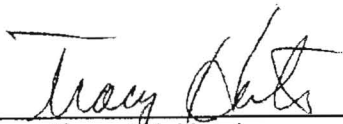
I HEREBY CERTIFY that a true and correct copy was served via Electronic Mail
and (*) Hand Delivery this 4th day of June, 2012 to the following:

Larry Harris, Staff Counsel (*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
lharris@psc.state.fl.us

Mr. Russell Wiseman
President
Halo Wireless, Inc.
2351 West Northwest Highway
Suite 120
Dallas, Texas 75220
rwiseman@halowireless.com

Gary V. Perko (*)
Brooke E. Lewis
Hopping Green & Sams, P.A.
P.O. Box 6526
119 S. Monroe Street, Suite 300 (32301)
Tallahassee, Florida 32314
Tel. No. (850) 222-7500
Fax No. (850) 224-8551
gperko@hgslaw.com
BrookeL@hgslaw.com
Attys. for Halo Wireless, Inc.

Jennifer M. Larson Attorney at Law
Troy P. Majoue
McGuire, Craddock & Strother, PC
2501 N. Harwood, Suite 1800
Dallas, Texas 75201
Tel. No.: (214) 954-6851
Fax. No.: (214) 954-6868
jl Larson@mcslaw.com
tmajoue@mcslaw.com
Attys. for Halo Wireless, Inc.



Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth) Docket No.: 110234-TP
Telecommunications, LLC d/b/a AT&T)
Florida Against Halo Wireless, Inc.) Served: June 4, 2012

**AT&T FLORIDA'S OBJECTIONS AND RESPONSES TO
HALO'S FIRST SET OF INTERROGATORIES, REQUESTS FOR ADMISSION
AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T Florida"), pursuant to Florida Public Service Commission Order No. PSC-12-2020-PCO-TP (Order Establishing Procedure), hereby serves its Objections and Responses to the First Set of Interrogatories (Nos. 1-12), for Requests for Admission (Nos. 1-22) and Requests for Production of Documents (Nos. 1-9) issued by Halo Wireless, Inc., dated May 25, 2012 (collectively, the "Discovery").

GENERAL OBJECTIONS

The objections stated herein are preliminary in nature. Should additional grounds for objection be discovered, AT&T Florida reserves the right to supplement, revise, or modify its objections.

1. AT&T Florida objects to the Discovery to the extent it seeks to impose an obligation on AT&T Florida to respond on behalf of subsidiaries, affiliates, employees, or other persons that are not parties to this case on the grounds that such discovery is overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. AT&T Florida objects to the Discovery to the extent it is intended to apply to matters other than those subject to the jurisdiction of the Commission. AT&T Florida objects to such requests as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. AT&T Florida objects to the Discovery to the extent it requests information or documents not related to the issues identified in Order No. PSC-12-2020-PCO-TP. AT&T

Florida objects to such requests as being irrelevant, overly broad, unduly burdensome, and oppressive.

4. AT&T Florida objects to Halo's unilaterally imposed time limit for AT&T Florida to respond to the Discovery as being inconsistent with Order No. PSC-12-2020-PCO-TP.

5. AT&T Florida objects to each and every Discovery request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

6. AT&T Florida objects to each and every Discovery request insofar as the requests are vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of this Discovery.

7. AT&T Florida objects to each and every Discovery request to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the issues identified in Order No. PSC-12-2020-PCO-TP.

8. AT&T Florida objects to providing information and/or documents to the extent that such information and/or documents is already in the public record before the Commission or already in the possession of Halo.

9. AT&T Florida objects to the Discovery requests, instructions and definitions, insofar as they seek to impose obligations on AT&T Florida that exceed the requirements of the Florida Rules of Civil Procedure or Florida law.

10. AT&T Florida objects to each and every Discovery request that is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

11. AT&T Florida is a large company with employees located in many different locations in Florida and in other states. In the course of its business, AT&T Florida creates countless documents that are not subject to Commission or FCC retention of records

requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. AT&T Florida will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests purport to require more, AT&T Florida objects on the grounds that compliance would impose an undue burden or expense.

12. AT&T Florida objects to each and every Discovery request to the extent that the information and/or documents requested constitutes “trade secrets” pursuant to Florida law. To the extent that Halo requests proprietary or confidential business information, AT&T Florida will make such information available upon execution and in accordance with a protective agreement, subject to any other general or specific objections contained herein.

13. AT&T Florida objects to any Discovery request that seeks to obtain “all” of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers and responses provided by AT&T Florida in response to this discovery will be provided subject to, and without waiver of, the foregoing objection.

14. AT&T Florida objects to the instruction that for each Request for Admission it cannot admit or deny that it “set forth in detail the reasons why you cannot truthfully admit or deny a matter” as purporting to impose requirements that are beyond the requirements of the Florida Rules of Civil Procedure.

15. AT&T Florida objects to the definition of the term “Document” as being beyond the scope of the Florida Rules of Civil Procedure and Florida law.

**SPECIFIC OBJECTIONS AND ANSWERS TO
HALO'S FIRST SET OF INTERROGATORIES**

AT&T Florida
Docket No. 110234-TP
Halo's 1st Set Interrogatories
May 25, 2012
Interrogatory No. 1
Page 1 of 1

1. State the complete factual basis for your belief that Halo is in breach of the parties' wireless interconnection agreement (ICA), including identification of all Documents and communications that relate to such belief.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that it is unduly burdensome and, for purposes of this proceeding, premature.

ANSWER: Subject to and without waiving its objections, and without waiving its right to identify additional bases, documents and communications, AT&T Florida states that the factual basis for its belief that Halo is in breach of the parties' wireless interconnection agreement, including identification of documents and communications that relate to such belief, are set forth in AT&T Florida's prefiled testimony in this proceeding and in the pre-filed testimony filed by AT&T incumbent local exchange carriers in proceedings that present the same issues as this one ("Parallel Proceedings") in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and in post-hearing briefs submitted in the Tennessee, Wisconsin and Georgia proceedings.

2. Identify all Documents which you reviewed prior to filing the Complaint.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this interrogatory on the grounds that it is overly broad and would be unduly burdensome for AT&T Florida to research the answer to the Interrogatory and that the information it seeks is (i) protected by the work product doctrine and (ii) neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

3. Define "wireline" as used by AT&T and provide the source of the definition.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that the Interrogatory is vague and ambiguous due, among other reasons, to its failure to specify any context for the use of the word "wireline." In addition, the Interrogatory is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence, because both Halo and AT&T Florida and its affiliate AT&T incumbent local exchange carriers have submitted pre-filed testimony in this proceeding and in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and have participated in evidentiary hearings in Tennessee, Wisconsin, Georgia and South Carolina, and there has been no disagreement concerning the meaning of "wireline."

ANSWER: Subject to and without waiving its objections, AT&T Florida states that the only traffic that the parties' ICA permits Halo to deliver to AT&T Florida is traffic that "originates through wireless transmitting and receiving facilities." Consequently, for purposes of this proceeding, "wireline" means "not wireless." AT&T Florida further states that the definition of "wireline" in Newton's Telecom Dictionary, 18th ed., states, "Wireline Communications that require a physical connection, such as wires or cables, between users." AT&T Florida's use of the word "wireline" in this proceeding is consistent with that definition.

4. Define "wireless" as used by AT&T and provide the source of the definition.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that the Interrogatory is vague and ambiguous due, among other reasons, to its failure to specify any context for the use of the word "wireless." In addition, the Interrogatory is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence, because both Halo and AT&T Florida and its affiliate AT&T incumbent local exchange carriers have submitted pre-filed testimony in this proceeding and in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and have participated in evidentiary hearings in Tennessee, Wisconsin, Georgia and South Carolina, and there has been no disagreement concerning the meaning of "wireless."

ANSWER: Subject to and without waiving its objections, AT&T Florida states that the only traffic that the parties' ICA permits Halo to deliver to AT&T Florida is traffic that "originates through wireless transmitting and receiving facilities." Because the ICA does not define "wireless," it is given its common and ordinary meaning in the telecommunications industry. The definition of "wireless" in Newton's Telecom Dictionary, 18th ed., states, in part "without wires." AT&T Florida's use of the word "wireless" in this proceeding is consistent with that definition.

5. Define "landline" as used by AT&T and provide the source of the definition.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that the Interrogatory is vague and ambiguous due, among other reasons, to its failure to specify any context for the use of the word "landline." In addition, the Interrogatory is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence, because both Halo and AT&T Florida and its affiliate AT&T incumbent local exchange carriers have submitted pre-filed testimony in this proceeding and in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and have participated in evidentiary hearings in Tennessee, Wisconsin, Georgia and South Carolina, and there has been no disagreement concerning the meaning of "landline."

ANSWER: Subject to and without waiving its objections, AT&T Florida states that it uses "landline" in this proceeding, it intends the same meaning as when it uses "wireline."

6. Define "end point" as used by AT&T and provide the source of the definition.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that (i) the absence of context makes the Interrogatory vague and ambiguous; and (ii) to the best of AT&T Florida's knowledge, AT&T Florida has not used the term "end point" in this proceeding, with the exception of a reference to a use of that term by Halo.

7. Define "originate" as used by AT&T and provide the source of the definition.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that the Interrogatory is vague and ambiguous due, among other reasons, to its failure to specify any context for the use of the word "originate." In addition, the Interrogatory is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence, because both Halo and AT&T Florida and its affiliate AT&T incumbent local exchange carriers have submitted pre-filed testimony in this proceeding and in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and have participated in evidentiary hearings in Tennessee, Wisconsin, Georgia and South Carolina, and there has been no disagreement concerning the meaning of "originate."

ANSWER: Subject to and without waiving its objections, AT&T Florida states that the only traffic that the parties' ICA permits Halo to deliver to AT&T Florida is traffic that "originates through wireless transmitting and receiving facilities." Because the ICA does not define "originates," it is given its common and ordinary meaning in the telecommunications industry. AT&T Florida further states that Webster's Encyclopedic Unabridged Dictionary of the English Language (1996 ed.) defines "originate," in part, as "to take its origin or rise; begin; start," and states that its understanding of the word "originates," as that term is used in the ICA, is consistent with that definition.

8. State the complete factual basis for your belief that Halo is sending wireline originated traffic to AT&T, including identification of all Documents and communications that relate to such belief.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that it is unduly burdensome and, for purposes of this proceeding, premature.

ANSWER: Subject to and without waiving its objections, and without waiving its right to identify additional bases, documents and communications, AT&T Florida states that the factual basis for its belief that Halo is sending wireline-originated traffic to AT&T Florida, including identification of documents and communications that relate to such belief, are set forth in AT&T Florida's prefiled testimony in this proceeding and in the pre-filed testimony filed by AT&T incumbent local exchange carriers in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and in post-hearing briefs submitted in the Tennessee, Wisconsin and Georgia proceedings.

9. If you contend that Transcom does not provide Enhanced Services, as defined by the Federal Communications Commission (FCC), Describe in Detail the basis for your contention.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that it is unduly burdensome and, for purposes of this proceeding, premature.

ANSWER: Subject to and without waiving its objections, and without waiving its right to identify additional bases for its contention, AT&T Florida states that the basis for its contention that Transcom does not provide Enhanced Services is set forth in AT&T Florida's prefiled testimony in this proceeding and in the pre-filed testimony filed by AT&T incumbent local exchange carriers in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and in post-hearing briefs submitted in the Tennessee, Wisconsin and Georgia proceedings.

10. If you contend that Transcom is a Common Carrier and/or Telecommunications Carrier as defined by the Communications Act, Describe in Detail the basis for your contention.

ANSWER: Subject to and without waiving its General Objections, AT&T Florida has not contended in this proceeding that Transcom is a Common Carrier and/or Telecommunications Carrier, but reserves its right to do so.

11. Describe in detail every step you contend Halo should have taken to avoid delivering intrastate "wireline" (as you define that term) "originated" (as you define that term) calls to AT&T.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that it is unduly burdensome and the information it seeks is neither relevant to the subject matter of this proceeding nor reasonably likely to lead to the discovery of admissible evidence. Halo has breached its wireless ICA with AT&T Florida by delivering to AT&T Florida traffic that did not originate through wireless transmitting and receiving facilities. Halo took no step to avoid that breach of ICA, and has denied any obligation to do so. It is not AT&T Florida's responsibility to counsel Halo on how to abide by its contract obligations, and AT&T Florida has not undertaken to identify, and has no duty to identify, steps that Halo should have taken in order to do so.

12. If you did not unequivocally admit any request for admission, *infra*, state the complete factual basis for your belief for each request for admission that it is not true, including identification of all Documents and communications that relate to such belief.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory as being overly broad and burdensome and beyond the scope of the requirements of the Florida Rules of Civil Procedure.

ANSWER: Subject to and without waiving its objections, see responses to Requests for Admissions.

**SPECIFIC OBJECTIONS AND RESPONSES TO
HALO'S REQUESTS FOR ADMISSION**

1. It is possible for a single communication to involve more than one "origination" point (as you define that term).

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that (i) its use of the undefined term "communication" renders it is vague and ambiguous; and (ii) it seeks a legal conclusion.

2. If Transcom is an end user, the Transcom-related calls Halo delivers to AT&T in Florida fall within the definition of "Local Traffic" as defined in Section I.D. of the ICA.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

3. If Transcom is an end user, the Transcom-related calls Halo delivers to AT&T in Florida are consistent with the usage contemplated by the definition of "Local Interconnection" in Section I.E. of the ICA.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

4. If Transcom is an end user, Halo is in compliance with the ICA Amendment provision requiring that its traffic "originates through wireless transmission and receiving facilities before Carrier delivers traffic to AT&T for termination."

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

5. The first point where Halo's High Volume customer's traffic is received by Halo is over the wireless CPE-Base Station airlink at each Halo tower location?

RESPONSE: Subject to and without waiving its General Objections, AT&T Florida is without knowledge or information (other than information provided by Halo) sufficient to form a belief as to the truth of the stated proposition, because only Halo possesses the information needed to determine the truth of the proposition. To the extent a further response is required, AT&T Florida denies the proposition.

6. When a call "originates" (as defined by you) in IP format and stays in IP format until it is converted to "TDM" by Halo prior to handoff to AT&T in Florida then the call "originates" on the Public Switched Telephone Network at Halo's Base Station.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

7. It is AT&T's official position that telephone numbers are an accurate and appropriate way to rate calls for billing purposes.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that its reference to AT&T Florida's "official position" renders it vague and ambiguous.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that its position in this proceeding with respect to the appropriateness of using telephone numbers to rate calls for billing purposes is set forth in AT&T Florida's prefiled testimony in this proceeding and in the pre-filed testimony filed by AT&T incumbent local exchange carriers in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and in post-hearing briefs submitted in the Tennessee, Wisconsin and Georgia proceedings. To the extent this response is inconsistent with the Request, AT&T Florida denies this Request for Admission.

8. AT&T bills Halo for all usage based on traffic factors, and not based on call-by-call rating.

RESPONSE: Denied. The proposition is false because transit usage is not billed based on traffic factors.

9. It is AT&T's official position that number porting, VoIP services, and mobile voice application services have not rendered call rating using telephone numbers obsolete, error prone, inaccurate and misleading.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that its reference to AT&T Florida's "official position" renders it vague and ambiguous.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that its position in this proceeding with respect to the stated proposition is set forth in AT&T Florida's prefiled testimony in this proceeding and in the pre-filed testimony filed by AT&T incumbent local exchange carriers in Parallel Proceedings in Tennessee, Wisconsin, Georgia, South Carolina, Illinois and Missouri and in post-hearing briefs submitted in the Tennessee, Wisconsin and Georgia proceedings. To the extent this response is inconsistent with the Request, AT&T Florida denies this Request for Admission.

10. AT&T contends its affiliate that provides voice over Internet Protocol (VoIP) service in association with U-Verse is not a telecommunications carrier.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that (i) it is nonsensical because the referenced service is provided by AT&T Florida, not by an affiliate, (ii) it seeks a legal conclusion and (iii) the information it seeks is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that to the best of its knowledge, AT&T Florida has made no contention that its affiliate that provides VoIP service in association with U-Verse is or is not a telecommunications carrier.

11. AT&T contends its affiliate that provides VoIP service in association with U-Verse is an Enhanced Information Service Provider, as defined by the FCC.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that (i) it is nonsensical because the referenced service is provided by AT&T Florida, not by an affiliate, (ii) it seeks a legal conclusion and (iii) the information it seeks is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that to the best of its knowledge, AT&T Florida has made no contention that its affiliate that provides VoIP service in association with U-Verse is or is not an Enhanced Service Provider, as defined by the FCC.

12. For purposes of call rating, AT&T would not rate “toll” VoIP-TDM calls at the Interstate access price.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that it (i) is vague and ambiguous; (ii) calls for speculation; and (iii) seeks information that is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. AT&T Florida further objects to this Request for Admission on the ground that it would be unduly burdensome to determine the response as it would apply to the many carriers that may deliver “toll” VoIP-TDM calls to AT&T Florida.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that it rates calls, including “toll” VoIP-TDM calls, in accordance with its applicable interconnection agreements and tariffs. To the extent this response is inconsistent with the Request, AT&T Florida denies this Request for Admission.

13. For purposes of call rating, AT&T would treat a VoIP call starting on a wireless broadband connection as a “wireline” call if the calling number is designated as a wireline number in the Local Exchange Routing Guide (LERG).

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that it (i) is vague and ambiguous; (ii) calls for speculation; and (iii) seeks information that is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. AT&T Florida further objects to this Request for Admission on the ground that it would be unduly burdensome to determine the response as it would apply to the many carriers that may deliver VoIP calls starting on a wireless broadband connection to AT&T Florida.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that it rates calls, including VoIP calls starting on a wireless broadband connection, in accordance with its applicable interconnection agreements and tariffs. To the extent this response is inconsistent with the Request, AT&T Florida denies this Request for Admission.

14. AT&T contends that a call originated on Level 3’s network based solely on the fact that Level 3 is the code holder for the calling number.

RESPONSE: Subject to and without waiving its General Objections, denied. AT&T Florida has not contended in this proceeding that a call originated on Level 3’s network based solely on the fact that Level 3 is the code holder for the calling number. To the extent that this Request for Admission intends to inquire into the call studies about which AT&T Florida witness Mark Neinast has testified in this proceeding and/or Parallel Proceedings, the methodology of those call studies is described in detail in Mr. Neinast’s pre-filed testimony.

15. An end user cannot be an “intermediate switching point” in a call.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that it (i) seeks a legal conclusion and (ii) is vague and ambiguous because of its use of the phrase “intermediate switching point” in quotation marks without identifying the source of the quote.

16. An end user can be an “intermediate switching point” in a call.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the grounds that it (i) seeks a legal conclusion and (ii) is vague and ambiguous because of its use of the phrase “intermediate switching point” in quotation marks without identifying the source of the quote.

17. If the calls in issue do not “originate” on Halo’s network, then the calls in issue meet the definition of “Intermediary Traffic” in Section I.C. of the ICA.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

18. For the calls that AT&T asserts constitute a breach, Halo is providing “telephone exchange service” as defined in § 153(54) of the Communications Act.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

19. For the calls that AT&T asserts constitute a breach, Halo is providing “exchange access service” as defined in § 153(20) of the Communications Act.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

20. For the calls that AT&T asserts constitute a breach, Halo is providing “telephone toll service” as defined in § 153(55) of the Communications Act.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

21. For the calls that AT&T asserts constitute a breach, Halo is providing “Interconnected VoIP Service” as defined in § 153(25) of the Communications Act.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Admission on the ground that it seeks a legal conclusion.

22. Since turning up service with AT&T in 2010, Halo has paid AT&T nearly \$7.5M for termination and facility charges nationally.

RESPONSE: Subject to and without waiving its General Objections, admitted. Further responding, AT&T Florida states that Halo has failed to pay AT&T incumbent local exchange carriers more than approximately \$23,000,000 that Halo owes for termination and facility charges.

SPECIFIC OBJECTIONS AND RESPONSES TO
HALO'S REQUESTS FOR PRODUCTION

AT&T Florida
Docket No. 110234-TP
Halo's 1st Request for Production
May 25, 2012
Request for Production No. 1
Page 1 of 1

1. All Documents that evidence any communications between AT&T and the Commission, other than publicly filed documents listed on the docket in this proceeding.

OBJECTION: In addition to the General Objections, AT&T objects to this Request for Production to the extent it requests information or documents protected by the attorney-client privilege and/or the attorney work product doctrine. AT&T Florida further objects to this Request for Production on the grounds that it is overly broad, lacks specificity, is unduly burdensome and seeks information that is neither relevant to the subject matter of this proceeding nor reasonably likely to lead to the discovery of admissible evidence.

RESPONSE: Subject to and without waiving its objections, in addition to discovery related documents which Halo already has in its possession, see documents produced herewith.

2. All correspondence between AT&T and the Commission, including but not limited to letters and emails that mention Halo or Transcom.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Production on the grounds that it is overly broad, lacks specificity, is unduly burdensome and seeks information that is neither relevant to the subject matter of this proceeding nor reasonably likely to lead to the discovery of admissible evidence.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that to the best of its knowledge, there exists no correspondence between AT&T and the Commission, including but not limited to letters or emails, that mention Halo or Transcom, other than the documents produced in response to Request for Production 1, the publicly filed documents listed on the docket in this proceeding, and discovery related documents which Halo already has in its possession.

3. All Documents AT&T provided to any third party, excluding legal counsel for AT&T, that reference Halo or Transcom.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Production on the grounds that it is overly broad, lacks specificity, is unduly burdensome and seeks information that is neither relevant to the subject matter of this proceeding nor reasonably likely to lead to the discovery of admissible evidence. AT&T Florida further objects to this Request for Production to the extent that it calls for production of documents that are protected by a joint defense or common interest privilege.

RESPONSE: Subject to and without waiving its objections, AT&T Florida states that to the best of its knowledge there are no such documents, other than the documents produced in response to Request for Production 1, the publicly filed documents listed on the docket in this proceeding, and discovery related documents which Halo already has in its possession.

4. All Documents that you claim evidence any breach of the ICA.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that it is unduly burdensome and, for purposes of this proceeding, premature.

RESPONSE: Subject to and without waiving its objections, see Answer to Interrogatory 1.

5. All Documents that any witness proffered by AT&T reviewed or referred to in connection with any testimony or opinions being submitted in this proceeding.

RESPONSE: Subject to and without waiving its General Objections, AT&T Florida is producing in response to this Request a DVD-R, labeled "AT&T Florida's Response to Halo RFP-5." This material has previously been provided to Halo in the Parallel Proceeding in South Carolina. In addition, photographs which AT&T previously provided to Halo in the Parallel Proceeding in South Carolina are responsive to this request. Finally, Mr. Drause's rebuttal testimony, filed on May 25, 2012, lists additional material on which Mr. Drause relied in preparing in testimony. AT&T Florida believes that Halo either has or can readily obtain from publicly available sources the items identified by Mr. Drause.

The DVD-R produced in response to this Request contains information that Halo may consider confidential and will be produced under a Notice of Intent to Request Specified Confidential Classification.

6. All Documents that support your answers to the First Set of Interrogatories.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Request for Production on the grounds that its use of the word "support" renders it vague and ambiguous and that it is overly broad and unduly burdensome.

RESPONSE: Subject to and without waiving its objections, see Answer to Interrogatory 1.

7. All Documents you rely on in prosecuting your Complaint.

OBJECTION: In addition to the General Objections, AT&T Florida objects to this Interrogatory on the grounds that it is unduly burdensome and, for purposes of this proceeding, premature.

RESPONSE: Subject to and without waiving its objections, see Answer to Interrogatory 1.

8. Any and all reports, summaries, or other Documents prepared, reviewed, relied upon, or which may be reviewed or relied upon, by any expert whom you expect to call to testify in the trial of the Complaint.

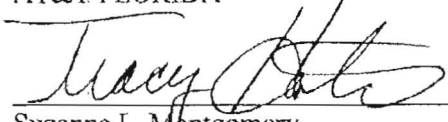
RESPONSE: Subject to and without waiving its General Objections, see Response to Request for Production 5.

9. All Documents reviewed, relied upon or used in responding to Halo's first set of interrogatories directed to AT&T, served contemporaneously herewith.

RESPONSE: Subject to and without waiving its General Objections, AT&T Florida did not review, rely upon or use any Documents in responding to Halo's first set of Interrogatories other than Documents referenced in its Responses.

Respectfully submitted this 4th day of June, 2012.

AT&T FLORIDA

A handwritten signature in cursive script, appearing to read "Tracy Hatch", written over a horizontal line.

Suzanne L. Montgomery
Authorized House Counsel No. 94116
Tracy W. Hatch
c/o Gregory R. Follensbee
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301
(305) 347-5558

1035888