

ORIGINAL
FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of BellSouth)
Telecommunications, Inc. entry)
into InterLATA services pursuant)
to Section 271 of the Federal)
Telecommunication Act of 1996.)

Docket No. 960786-TL

Filed: September 27, 1996

**FIXCA'S RESPONSE TO BELLSOUTH'S MOTION
FOR RECONSIDERATION OF ORDER NO. PSC-96-1135-PCO-TL**

The Florida Interexchange Carriers Association ("FIXCA"), through its undersigned counsel, responds in opposition to the Motion for Reconsideration of Order No. PSC-96-1135-PCO-TL filed by BellSouth Telecommunications, Inc. ("BellSouth") on September 19, 1996.

BellSouth's Motion for Reconsideration contains these three themes:

- a. The Commission is to blame for BellSouth's inadequate responses, because it should not have opened a docket and allowed parties to initiate discovery prior to the filing of BellSouth's petition for interLATA authority.
- b. The Prehearing Officer obviously erred because she granted FIXCA's Motion to Compel in its entirety.
- c. The Prehearing Officer erred in her analysis of individual issues presented by the Motion to Compel.

ACK _____
 AFA _____
 APP _____
 CAF _____
 CMU Breer
 CTR _____
 EAG _____
 LEG 1
 JNY 5
 OTC _____
 RGT _____
 SEC 1
 WAS _____
 OTH _____

For the following reasons, the Commission should reject all of these contentions and affirm the prehearing officer's ruling in Order No. PSC-96-1135-PCO-TL.

DOCUMENT NUMBER-DATE

10444 SEP 30 96

FPSC-RECORDS/REPORTING

I.

THE COMMISSION'S DECISION TO OPEN DOCKET NO. 960786-TL AND PERMIT DISCOVERY TO BEGIN WAS PROPER AND WAS NOT THE CAUSE OF BELL SOUTH'S INADEQUATE RESPONSES TO FIXCA'S LEGITIMATE DISCOVERY REQUESTS.

The notion that the Commission's decision to allow parties to initiate discovery prior to BellSouth's filing of a petition for InterLATA authority was a mistake and is the reason for BellSouth's inadequate discovery answers appears throughout BellSouth's motion. At page 2, BellSouth quotes from the language from the Order On Procedure that allows discovery to begin and then states:

Thus, the order establishing procedure set up a process whereby discovery concerning the issues in this docket began before the filing of the petition that will ultimately determine the substantive issues of the docket, the positions of the parties, and the information that is relevant.

At page 4, BellSouth states:

Request number 1 provides a striking example of the difficulty that inheres in attempting to respond to discovery concerning a proceeding that is not yet, at least in substance, even begun.

And, at page 7, BellSouth states:

BellSouth is being instructed to analyze information to reach a conclusion that it has not otherwise made, even though it has not filed a petition to which this analysis would relate and even though the analysis might very well be different at the time the petition is filed in the future.

As will be demonstrated below, BellSouth's pouting over the Commission's decision to open a docket to consider the significant issues associated with an application for interLATA authority provides no basis for overturning the Prehearing Officer's order.

As the Prehearing Officer stated in the Order on Procedure, §271(d)(3) of the Telecommunications Act of 1996 provides the FCC only 90 days within which to issue a written determination approving or denying a Bell operating company's application for interLATA authority. The opportunity for this Commission to exercise the consultative role assigned to it by Congress will of necessity be performed in significantly fewer than 90 days. The alternative to opening a docket to begin considering the issues prior to the filing of a petition by BellSouth would be to allow the statutory time frame to rush the Commission into a hasty consideration of important issues. The result could only be to seriously impinge on parties' procedural rights and adversely affect the quality of the Commission's analysis.

BellSouth is mistaken when it implies that meaningful discovery cannot take place, and substantive issues cannot be known, until BellSouth files a petition. In the Telecommunications Act of 1996, Congress delineated in detail the substantive showing that a Bell operating company must make in order to qualify for entry into the interLATA market. The law embodies the core issues on any proceeding on an application by BellSouth for interLATA authority. (In fact, during oral argument on a previous motion to compel, BellSouth's attorney attempted to argue that certain discovery sought by FIXCA should not be permitted because it was unrelated to the preliminary list of issues which the parties have developed at this point). Contrary to BellSouth's assertions, it is not required that the positions of the parties be known prior to

the initiation of discovery. Rather, the positions of the parties will be shaped by the information gained through discovery.

BellSouth's strategy appears to be to depict the decision to open the docket and permit discovery to begin as ill-advised, then claim its own inadequate responses to discovery questions were the inevitable results of that bad decision. Neither assertion is valid. The initiation of the discovery process and of the analysis of issues associated with an application for interLATA authority was prudent. Much useful information can be developed through discovery at this point -- that is, if the rules of discovery are observed by BellSouth or, failing that, enforced by this Commission. The Commission should reject BellSouth's attempt to create a "self-fulfilling prophecy" of unproductive discovery efforts.

II.

THE PREHEARING OFFICER GRANTED FIXCA'S MOTION IN ITS ENTIRETY BECAUSE BELLSOUTH ENTIRELY FAILED TO FULFILL ITS DISCOVERY OBLIGATIONS.

At page 3, BellSouth states, "the Prehearing Officer granted each and every aspect of FIXCA's Motions to Compel." BellSouth then purports to divide the information that was the subject of the discovery requests into two categories, and states that its Motion for Reconsideration is limited to the second category. However, in a lengthy footnote BellSouth proceeds to complain about the Prehearing Officer's ruling on Interrogatories 6, 7, and 8, which BellSouth places in its first category and which therefore are not even subjects of the Motion for Reconsideration. FIXCA believes

the purpose of these irrelevant and otherwise gratuitous comments must be to fuel the motion for reconsideration by implying that the Order that grants "each and every aspect" of the motion to compel responses to numerous discovery requests must prima facie be unreasonable. As FIXCA will show, the reason for the Prehearing Officer's ruling is simply BellSouth's total failure to comply with its discovery obligations. Interrogatories 6, 7, and 8, which are the subject of BellSouth's extracurricular footnote, provide a good example of this abject failure. The only reason BellSouth gave for refusing to provide the information requested by FIXCA in these interrogatories was that it was "not readily available." There was no objection to the interrogatories. There was no claim of either privilege or of undue burden. Based on the standards embodied in applicable rules of discovery, the Prehearing Officer could not have ruled differently.

III.

THE COMMISSION SHOULD AFFIRM THE PREHEARING OFFICER'S RULING WITH RESPECT TO INTERROGATORIES 1, 2, 3, 5, 14 AND REQUEST TO PRODUCE NO. 4.

BellSouth's motion does not provide a complete picture of the issue associated with its responses to these discovery requests. BellSouth's response to Interrogatory 1 was as follows:

At the time BellSouth filed its petition in this proceeding it will have met the requirements of §271(c)(1)(A). As of today, however, the Commission has not approved an agreement which BellSouth believes meets all of the requirements of §271(c)(1)(A).

Implicitly, in the plain English language which it used to answer the interrogatory, BellSouth correlates BellSouth's ability

to meet the requirements of the law with its ability to show a single future agreement, not yet approved by the Commission, which meets all of the requirements of §271(c)(1)(A). Through the Motion to Compel, FIXCA called upon BellSouth to either affirm this is in fact BellSouth's interpretation of what it must do to comply with the requirement of §271(c)(1)(A), or, if such is not the interpretation, to provide an answer that responds to the question posed. In its Motion for Reconsideration, BellSouth has characterized this demand for either a clarification or a responsive answer as an argument by FIXCA that BellSouth should "make an election and be bound by it." BellSouth misses the point. Contrary to the characterization of its answer contained in its Motion for Reconsideration, BellSouth did not answer Interrogatory 1 with "I don't know." When describing what would be necessary to demonstrate compliance, BellSouth intentionally, distinctly referred to a single agreement, not yet approved, with a future, unidentified competitor, which would meet all of the requirements of the law. FIXCA's point was that BellSouth should not be permitted to dodge its obligation to provide responsive answers to legitimate discovery requests by referring to a standard which it did not intend to observe. At no time -- either in the preparation of the discovery request or in the argument on its Motion to Compel before the Prehearing Officer -- did FIXCA assert that BellSouth should be "locked in" to any response it gave to Interrogatory 1 concerning the agreements on which it may ultimately rely.

Pursuing the fiction that its answer to FIXCA's first

interrogatory was "I don't know," BellSouth says it is now at "a total loss" to know how to provide a better answer to the question based upon the information that it has at the present. As FIXCA pointed out during the oral argument before the Prehearing Officer, BellSouth's responses to similar questions posed by the Commission Staff belie the position which it is attempting to take with respect to FIXCA's discovery requests.

In their respective interrogatories, FIXCA and Commission Staff pursued similar objectives. Each sought information bearing on whether BellSouth has satisfied any of the fourteen subparts of the checklist contained in §271 of the Act. FIXCA's approach was to begin with the identification of those agreements which BellSouth believes embody the requirements, and, through a series of questions, elicit answers that would (1) identify each subpart of the checklist which BellSouth associates with an individual agreement and (2) document specifically whether and how BellSouth is providing the arrangement, feature, or service. In its interrogatories, Staff used each subpart of the checklist as a separate starting point and asked questions requiring BellSouth to state whether it has complied with the subpart, and if so, to identify the particular agreement or agreements through which it has accomplished compliance. In other words, through a different sequence of questions, FIXCA and Staff asked for the same information. BellSouth submitted its answers to Staff's interrogatories a bare eleven days after it answered FIXCA's interrogatories. With respect to each and every one of the

fourteen subparts, BellSouth answered Staff by saying "BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance"¹: (See excerpts from BellSouth's answers to Staff's interrogatories, attached).

In other words, in its answer to FIXCA, BellSouth alluded to its intent to satisfy the requirements of the law with a yet unapproved agreement with an unidentified competitor that would have to cover all elements of §271. BellSouth now claims, without any real attempt to explain the "translation," that this answer meant "I don't know." Several days later, in response to Staff's questions, BellSouth expressed the opinion that it had complied with a different, particular criterion of the law fourteen separate times. Significantly, each time BellSouth answered each of Staff's fourteen questions, it necessarily relied on an existing agreement with a competitor.

In its Motion to Compel, FIXCA demonstrated both an unresponsive answer and a double standard in the way BellSouth approaches responses to discovery by parties and Staff. For these reasons, the Prehearing Officer's ruling was correct. However, the function of the Prehearing Officer's ruling on FIXCA's Motion to Compel will be far more important than simply requiring BellSouth

¹ BellSouth's answers contained the caveat that it was in the process of reviewing the FCC's Order in Docket No. 96-98 to determine its effect, if any, on BellSouth's compliance, and would supplement the answers if necessary. No supplement has been submitted.

to provide the same information to FIXCA that it provided to Staff.² In its motion, BellSouth said that the additional interrogatories covered by this section of the motion are "derivative" of Interrogatory 1. The function of those additional interrogatories is to require BellSouth to develop in detail the information -- or lack thereof -- bearing on whether BellSouth has complied at this point with a particular criterion of the checklist. For instance, Interrogatory 2 asks BellSouth to identify the particular criteria BellSouth contends it has satisfied through implementation of an agreement. Interrogatory 3 asks BellSouth to describe in detail, with respect to each such criterion, the arrangement, services, facilities, or the means of access that BellSouth is presently and actually providing in conjunction with each agreement identified in the answer to Interrogatory 1. The interrogatory asks BellSouth to provide all "current quantitative, qualitative, technical and geographical data and all pricing information necessary to fully describe the present ability of BellSouth to provide each service, arrangement or access. . .", as well as "the specific facilities being used to provide the service; the extent to which the services, arrangements, and/or access are presently being provided, and the terms on which they are being provided." Similarly, Interrogatory 5 asks BellSouth to state, with respect to each unaffiliated

² In its questions, Staff asked BellSouth to "explain in detail how BellSouth has complied with each subsection of the checklist. BellSouth ignored that request for specific information as well.

competitive provider of telephone service identified in Interrogatory 1, the following information: (a) the geographical area served by each competitor; (b) a description of each competitor's telephone exchange facilities; (c) the number of access lines served by each competitor by exchange; (d) the number and type of telephone customers served by each competitor; (e) the number and location of BellSouth's switches that are connected to each competitor's local loop.

Interrogatory 14 asks BellSouth to provide information concerning the arrangements for access to poles, ducts, and rights of way in the agreements identified in its answer to Interrogatory 1.

Finally, Item 4 of FIXCA's First Request to Produce asks BellSouth to produce for inspection the agreements identified in its answer to Interrogatory 1.

Each "derivative" interrogatory relates directly to information which will spotlight the extent to which BellSouth has or has not complied with the criteria of the checklist. By dodging Interrogatory 1, BellSouth has attempted to avoid the requirement that it provide specific information regarding services, arrangements, and facilities associated with criteria which BellSouth must meet and with the extent of competing service by unaffiliated competitors.

As FIXCA has consistently maintained from the time this docket was opened, Congress clearly did not contemplate that BellSouth could satisfy an application for entry into the interLATA market by

showing competition that exists only "on paper." BellSouth must support such a request with real world information concerning physical and technical arrangements with actual competitors across a broad range of specific requirements. All such information, to the extent it exists, is in the possession of BellSouth. FIXCA and other parties who would be affected by a decision on BellSouth's forthcoming application for interLATA authority are entitled to obtain the information and test its adequacy. FIXCA's Interrogatory 1 and the additional interrogatories that build upon Interrogatory 1 to develop the status of BellSouth's arrangements with unaffiliated competitors constitute fundamental, core information requests that bear on the central subjects of this docket. BellSouth's answers were unresponsive, misleading, and inconsistent with answers it gave Staff. The Prehearing Officer's ruling on FIXCA's Motion to Compel should be affirmed.

IV.

THE PREHEARING OFFICER CORRECTLY RELATED BELL'S RESPONSE TO REPHRASED INTERROGATORY 4 TO THE INDIVIDUAL COMPONENTS OF THE CHECKLIST

BellSouth responded to item number 4 as follows:

Request: Describe in detail the technical and operational measures BellSouth has taken specifically to implement the competitive checklist of §271(c)(2)(B) prior to the filing of BellSouth's petition in this docket. Include all changes made to the network; all features installed for the purpose; and any capabilities added to its network and/or provisioning systems.

Response: BellSouth has not developed any operational measures specifically to implement §271(c)(2)(B). Any such operational measures have been undertaken to promote local competition as Congress intended or to meet the request of specific parties

identified during negotiations.

BellSouth's efforts to avoid answering this legitimate interrogatory were particularly inventive. In the question, FIXCA innocently used the word "specifically" to distinguish between those technical and operational measures and network changes BellSouth would have undertaken for its own business purposes (and which BellSouth would not have to include in its answer) on the one hand, and those that were the result of obligations imposed by the new law (as recited in the checklist) and therefore relevant to the forthcoming application for interLATA authority, on the other. In its answer, BellSouth seized upon the use of the word "specifically" as a means to differentiate between compliance with the requirement that it make its network available to competitors on the one hand and support for an application for interLATA authority on the other. In other words, in its answer BellSouth said there may well be the type of operational measures to which FIXCA referred in its question, but because they were not performed exclusively for the purpose of supporting an application for interLATA authority, FIXCA didn't ask for the information in the right way and BellSouth was not going to provide the information.

The oral argument on FIXCA's Motion to Compel gravitated toward a discussion of suggestions for substitute language that would moot BellSouth's attempt to exploit the double meaning provided by the use of the word "specifically." Without conceding either the validity of BellSouth's refusal to answer or the necessity of rewording the question, FIXCA accepted a compromise

wording suggested by Staff. However, FIXCA accepted the substitute wording as a means of accomplishing the same objective as FIXCA's original interrogatory. Interrogatory 4 could not be answered without reference to the individual components of the checklist of §271(c)(2)(B). Therefore, it was entirely appropriate for the Prehearing Officer to direct BellSouth to relate its answer to the reworded question to those criteria.³

IV.

IN ITS MOTION, BELLSOUTH IS READING INTO THE PREHEARING OFFICER'S ORDER A PROBLEM THAT DOES NOT EXIST.

The final portion of BellSouth's Motion for Reconsideration relates to Interrogatories 15 and 16. The basis for FIXCA's Motion to Compel and the Prehearing Officer's ruling appears clearly in BellSouth's answer to Interrogatory 15.

Request: Has BellSouth ever refused to provide a network function, feature, service, or arrangement that was requested by a competitive provider of telephone exchange service? If the answer is yes, explain fully. Provide for each instance of detail the nature of the request; and the basis or reason for the denial.


Response: BellSouth has never refused to provide to anyone network functions, features, services, or arrangements as provided for under the telecommunications Act of 1996. This is not to say that request have not been made for items not technically feasible, but Bellsouth is not required to provide functions, features, services or arrangement that are not technically feasible under the Act.

³ BellSouth's response to reworded Interrogatory 4 consists of a copy of prefiled testimony in another docket, a portion of which had already been provided as its response to a separate item. FIXCA reserves the right to seek to compel an additional response if, upon review, the response proves to be inadequate.

BellSouth's answers beg a significant question. During argument on the Motion to Compel, FIXCA pointed out that BellSouth was free to contend that its refusals to honor requests are justified by its contention that the item was not technically feasible, but that it is nonetheless obligated to identify those instances in which a request by a competitive provider was not met in the form it was presented. BellSouth argued (1) it should not be required to disclose instances because FIXCA is aware of pending arbitration proceedings; and (2) FIXCA was attempting to require BellSouth to identify each "incremental" step of each negotiation that BellSouth had conducted with any competitive provider. The Prehearing Officer correctly observed that requests for arbitration do not necessarily constitute the entire universe of such refusals. FIXCA made it clear during argument that the purpose of its question was not to require BellSouth to reconstruct "incremental" steps. Just as this requirement was not a part of FIXCA's interrogatory, neither is it part of the Prehearing Officer's ruling. In its motion, BellSouth faulted the Prehearing Officer for providing "little guidance as to how BellSouth could adequately answer this question in any other way." However, BellSouth did not seek either clarification or guidance from the Prehearing Officer. It has filed a motion for reconsideration asking the full Commission to overturn the Prehearing Officer's ruling.

The Prehearing Officer correctly rejected BellSouth's attempt to simply refer FIXCA to the docket files of several arbitration proceedings. Her ruling should be affirmed.

WHEREFORE, FIXCA submits the motion for reconsideration of Order No. PSC-96-1135-PCO-TL should be denied.



Joseph A. McGlothlin
Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin,
Davidson, Rief & Bakas, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301

Attorneys for the Florida
Interexchange Carriers
Association

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing FIXCA's Response to BellSouth's Motion for Reconsideration has been furnished by U. S. Mail or by hand delivery(*) on this 27th day of September, 1996 to the following:

*Monica Barone
Division of Legal Services
Florida Public Service
Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Martha McMillin
MCI Telecommunications Corp.
Suite 700
780 Johnson Ferry Road
Atlanta, Georgia 30342

Rick Melson
Hopping, Green Sams & Smith
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314

Robin Dunson
AT&T
1200 Peachtree St. NE
Suite 4038
Atlanta, Georgia 30309

Floyd R. Self
Messer, Caparello, Madsen,
Goldman & Metz
Post Office Box 1876
Tallahassee, Florida 32302

Benjamin W. Fincher
Sprint Communications Company
3100 Cumberland Circle
Atlanta, GA 30339
Mailstop: GAATLN0802

Jill Butler
Time Warner Communications
2773 Red Maple Ridge
Tallahassee, FL 32301

Laura Wilson
310 North Monroe Street
Tallahassee, FL 32302

*Tracy Hatch
AT&T
101 N. Monroe, Suite 700
Tallahassee, FL 32301

Nancy B. White
William Allenberg
BellSouth Telecommunications,
Inc., Suite 4300
675 West Peachtree St., N.E.,
Atlanta, Georgia 30375-0001

*Nancy H. Sims
Southern Bell Telephone
Company
150 S. Monroe St., Suite 400
Tallahassee, Florida 32301

Patrick K. Wiggins
Wiggins & Villacorta, P.A.
Post Office Drawer 1657
Tallahassee, Florida 32302

Jeffrey J. Walker
Regulatory Counsel
Preferred Carrier Services,
Inc.
1425 Greenway Drive, Suite 210
Irving, Texas 75038

Richard Rindler
Swidler & Berlin, Chartered
3000 K Street, NW, Suite 300
Washington, DC 20007

C. Everett Boyd, Jr.
Ervin, Varn, Jacobs,
Odom & Ervin
Post Office Drawer 1170
305 South Gadsden Street
Tallahassee, Florida

Timothy Devine
MFS Communications Company,
Inc.
6 Concourse Parkway
Suite 2100
Atlanta, Georgia 30328


Joseph A. McGlothlin

Docket No 960786-TL

**FIXCA's Response to BellSouth's
Motion for Reconsideration**

**Excerpts from BellSouth's Answers
to
Staff's First Set of Interrogatories**

REQUEST: Section 271(c)(2)(B)(i) states the access and interconnection provided by or offered by a BOC should include interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1).

- a. Has BellSouth provided interconnection in accordance with the requirements of section 251(c) and 252(d)(1)? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 6(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(i). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(i)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 6a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 6a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(ii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection include nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).
- a. Has BellSouth provided nondiscriminatory access to network elements in accordance with the requirements of section 251(c)(3) and 252(d)(1)? If not, explain in detail how BellSouth is not in compliance.
 - b. If you answer to Interrogatory 7(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(ii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(ii)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 7a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 7a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(iii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection include nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of section 224.
- a. Has BellSouth provided nondiscriminatory access to the poles, ducts, conduits, and right-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of section 224? If not, explain in detail how BellSouth is not in compliance.
 - b. If you answer to Interrogatory 8(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(iii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(iii)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 8a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 8a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(iv) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local loop transmission from the central office to the customer's premises from local switching or other services.
- a. Has BellSouth provided unbundled local loop transmission as required by this section? If not, explain in detail how BellSouth is not in compliance.
 - b. If your answer to Interrogatory 9(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(iv). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(iv)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 9a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 9a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

REQUEST: Section 271(c)(2)(B)(v) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local transport from the trunk side of a wireline local exchange carrier switch from switching or other services.

- a. Has BellSouth provided unbundled local transport as required by this section? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 10(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(v). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(v)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 10a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 10a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

REQUEST: Section 271(c)(2)(B)(vi) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local switching from transport, local loop transmission, or other services.

- a. Has BellSouth provided unbundled local switching as required by this section? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 11(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(vi). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(vi)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 11a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 11a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(vii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to: (a) 911 or E911 services; (b) directory assistance services to allow the other carrier's customers to obtain telephone numbers; and (c) operator call completion services.
- a. Has BellSouth provided access to the elements required by this section? If not, explain in detail how BellSouth is not in compliance.
 - b. If your answer to Interrogatory 12(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(vii). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(vii)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 12a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 12a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

REQUEST: Section 271(c)(2)(B)(viii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes white page directory listings for customers of the other carrier's telephone exchange service.

- a. Has BellSouth provided white page directory listings for customers of other carrier's telephone exchange service? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 13(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(viii). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(viii)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 13a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 13a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(ix) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers.
- a. Has BellSouth provided access to telephone numbers as required by this section? If not, explain in detail how BellSouth is not in compliance.
 - b. If your answer to Interrogatory 14(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(ix). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(ix)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 14a, BellSouth believes that the agreement with ICI, among others, is in compliance:
 - c. See response to 14a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(x) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to databases and associated signaling necessary for call routing and completion.
- a. Has BellSouth provided access to telephone numbers as required by this section? If not, explain in detail how BellSouth is not in compliance.
 - b. If your answer to Interrogatory 15(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(x). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(x)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 15a, BellSouth believes that the agreement with ICI, among others, is in compliance:
 - c. See response to 15a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings currently on file meet the requirements of the Act, BellSouth will continue to be in compliance.

REQUEST: Section 271(c)(2)(B)(xi) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes interim number portability until permanent number portability is required pursuant to FCC requirements.

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 16(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xi). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xi)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 16a, BellSouth believes that the agreement with ICI, among others, is in compliance:
 - c. See response to 16a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

REQUEST: Section 271(c)(2)(B)(xii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 17(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xii). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xii)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 17a, BellSouth believes that the agreement with ICI, among others, is in compliance:
 - c. See response to 17a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

REQUEST: Section 271(c)(2)(B)(xiii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.
- b. If your answer to Interrogatory 18(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xiii). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xiii)? If not, what does BellSouth need to do to be in compliance?

- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 18a, BellSouth believes that the agreement with ICI, among others, is in compliance:
 - c. See response to 18a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.

- REQUEST: Section 271(c)(2)(B)(xiv) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes telecommunications services for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).
- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.
 - b. If your answer to Interrogatory 19(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xiv). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.
 - c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xiv)? If not, what does BellSouth need to do to be in compliance?
- RESPONSE:
- a. Based on BellSouth's interpretation of the Telecommunications Act of 1996 BellSouth believes that the agreements entered into were checklist compliant. However, the FCC recently issued its Order in Docket No. 96-98 in which it purported to set forth requirements for compliance with Sections 251 and 252 of the Act. BellSouth is reviewing that Order to determine its effect, if any, on BellSouth's compliance with the checklist items contained in Section 271. BellSouth may supplement its response to this interrogatory once it has completed its review of the FCC Order.
 - b. Subject to the response to 19a, BellSouth believes that the agreement with ICI, among others, is in compliance.
 - c. See response to 19a. BellSouth believes it is already in compliance with this checklist item. Moreover, if the Commission's orders in the current arbitration proceedings meet the requirements of the Act, BellSouth will continue to be in compliance.