

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for Arbitration Concerning Complaint of Intermedia Communications Inc. against BellSouth Telecommunications, Inc. for Breach of Terms of Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 and Request for Relief

Docket No. 991534-TP

Filed: March 16, 2000

ORIGINAL

INTERMEDIA COMMUNICATIONS INC.'S OBJECTIONS TO BELL SOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES

GENERAL OBJECTIONS

Intermedia Communications Inc. ("Intermedia") asserts the following objections with respect to each and every interrogatory served by BellSouth Telecommunications, Inc.

("BellSouth"):

1. Intermedia objects to each interrogatory to the extent that any response would require the inclusion of information protected by the attorney-client privilege, the work product doctrine, the joint defense privilege or any other discovery privilege recognized under the Florida Rules of Civil Procedure or other applicable Florida law.

2. Intermedia objects to each interrogatory to the extent it seeks disclosure of trade secrets, confidential, or competitively confidential information pursuant to Section 364.183,

Florida Statutes. Intermedia will only produce such information upon the execution of a Confidentiality Agreement and/or Protective Order providing, among other things, that such information shall be used solely for purposes of this proceeding, and that access to and distribution of such information within BellSouth will be strictly limited to those needing it for the purposes of this proceeding.

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FPSC-RECORDS/REPORTING

3. Intermedia objects to the BellSouth's instruction (b) as unduly burdensome and overly broad because it requests an identification of each time the privilege applies to an interrogatory and a description of the basis for the assertion of privilege. In the context of interrogatories (as opposed to document production), this is not reasonable. There is no way realistically to perform such a task in response to interrogatories without identifying the privileged information itself, which would make the assertion of the privilege worthless. Intermedia will perform only those obligations required under Florida law related to the identification of privileged information.

4. Intermedia objects to the Instructions and Definitions in the Interrogatories to the extent that they exceed the obligations imposed on Intermedia by the Florida Rules of Civil Procedure and by the rules of the Commission. For example, Intermedia objects to BellSouth's instruction (e) demanding that Intermedia supplement its discovery responses; that is not required by the Florida Rules of Civil Procedure.

5. Intermedia objects to each and every interrogatory to the extent it seeks to impose an obligation on Intermedia to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by the applicable discovery rules.

6. Intermedia objects to each and every interrogatory to the extent it is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission. Intermedia objects to such interrogatories as being irrelevant, overly broad, unduly burdensome, and oppressive.

7. Intermedia objects to each and every interrogatory to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations not properly defined or explained for these purposes. Any answers provided by Intermedia to these interrogatories will be provided subject to, and without waiver of, the objection.

8. Intermedia objects to each and every interrogatory to the extent it is not reasonably calculated to lead to admissible evidence and is not relevant to the subject matter of this proceeding. Intermedia will note in its responses where this objection applies.

9. Intermedia objects to providing information in response to these interrogatories to the extent it is already in the public record before the Commission.

INTERROGATORIES

In addition, Intermedia asserts the following specific objections to BellSouth's First Set of Interrogatories. Notwithstanding that, Intermedia intends to provide responses to these interrogatories consistent with and subject to each and every objection stated herein.

1. Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.

Objection: Intermedia objects to this interrogatory to the extent that it requires Intermedia to identify clerical or administrative staff who assist in the physical preparation of answers to these interrogatories.

7. Identify all employees, representatives, or agents of Intermedia involved in the negotiation of the June 3, 1998 Amendment to the Interconnection Agreement. In answering this Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

Objection: Intermedia objects to this interrogatory to the extent that it requires Intermedia to identify clerical or administrative staff who may have performed clerical duties in connection with the negotiation of the interconnection agreements at issue in this proceeding.

8. Were there any discussions between BellSouth and Intermedia concerning the June 3, 1998 Amendment to the Interconnection Agreement *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement. If so:

(A) Identify all employees, representatives, or agents of Intermedia involved in said discussions.

(B) Provide a synopsis of those discussions, including the date, time and place of said discussions.

(C) Identify all documents relating to, and used in, or resulting from, those discussions.

Objection: Intermedia objects to this interrogatory to the extent that it requires Intermedia to identify clerical or administrative staff who may have performed clerical duties in connection with the negotiation of the interconnection agreements at issue in this proceeding.

9. Were there any discussions between BellSouth and Intermedia concerning the June 3, 1998 Amendment to the Interconnection Agreement *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement. If so:

(A) Identify all employees, representatives, or agents of Intermedia involved in said discussions.

(B) Provide a synopsis of those discussions, including the date, time and place of said discussions.

(C) Identify all documents relating to, and used in, or resulting from, those discussions.

Objection: Intermedia objects to this interrogatory to the extent that it requires Intermedia to identify clerical or administrative staff who may have performed clerical duties in connection with the negotiation of the interconnection agreements at issue in this proceeding.

10. Were there any internal meetings (including telephonic meetings) within Intermedia concerning the June 3, 1998 Amendment to the Interconnection Agreement *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement. If so:

(A) Identify all employees, representatives, or agents of Intermedia involved in said discussions.

(B) Provide a synopsis of those discussions, including the date, time and place of said discussions.

(C) Identify all documents relating to, and used in, or resulting from, those discussions.

Objection: Intermedia objects to this interrogatory to the extent that it requires Intermedia to identify clerical or administrative staff who may have performed clerical duties in connection with the negotiation of the interconnection agreements at issue in this proceeding.

11. Were there any internal meetings (including telephonic meetings) within Intermedia concerning the June 3, 1998 Amendment to the Interconnection Agreement *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

If so:

(A) Identify all employees, representatives, or agents of Intermedia involved in said discussions.

(B) Provide a synopsis of those discussions, including the date, time and place of said discussions.

(C) Identify all documents relating to, and used in, or resulting from, those discussions.

Objection: Intermedia objects to this interrogatory to the extent that it requires Intermedia to identify clerical or administrative staff who may have performed clerical duties in connection with the negotiation of the interconnection agreements at issue in this proceeding.

12. In regard to Attachment A to the June 3, 1998 Amendment to the Interconnection Agreement, did Intermedia intend to include Florida Public Service Commission approved rates under the column labeled "FL"? If not, describe in detail how the rates under the "FL" column were developed.

Objection: Intermedia objects to this interrogatory because it wrongly infers that the Florida Public Service Commission has approved rates of general applicability to the exchange of local traffic by means of multiple tandem access networks. The Commission has never taken such an action.

13. Does Intermedia agree that as of June 3, 1998, the Florida Public Service Commission had approved (Order No. PSC-96-1579-FOF-TP; Docket Nos. 960833-TP, 960846-TP, 960916-TP) a rate for End Office Switching, per minute of Use (MOU) of \$0.002. If Intermedia does not agree:

(A) What rate does Intermedia contend was the Florida Public Service Commission approved rate for End Office Switching, per Minute of Use (MOU) as of June 3, 1998?

(B) What is the basis for Intermedia's contention as to the rate expressed in response to Interrogatory 13(A) above?

Objection: Intermedia objects to this interrogatory because the Commission's Order No. PSC-96-1579-FOF-TP has no applicability to the dispute in this proceeding. Moreover, the Order speaks for itself.

14. In regard to Attachment A to the June 3, 1998 Amendment to the Interconnection Agreement, does Intermedia agree that the rate for End Office Switching, per MOU under the "FL" column should be \$0.002 instead of \$0.0175? If Intermedia does not agree:

(A) What rate does Intermedia contend that Attachment A should contain for End Office Switching, per MOU under the "FL" column?

(B) What is the basis for Intermedia's contention as to the rate expressed in response to Interrogatory 14(A) above?


Objection: Intermedia objects to this interrogatory because in failing to establish a network context in which the referenced rate can be usefully considered, it fails to establish an adequate predicate for Intermedia's response. Moreover, this interrogatory wrongly infers that an elemental rate for End Office Switching is appropriate for compensation for the exchange of local traffic by means of multiple access networks.

15. At the time the June 3, 1998 Amendment to the Interconnection Agreement was executed, did Intermedia consider ISP-bound traffic to be local traffic for which reciprocal compensation was due under the terms of the July 1, 1996 Interconnection Agreement?

Objection: Intermedia objects to this interrogatory because the issue whether ISP-bound traffic is local traffic subject to reciprocal compensation under the Interconnection Agreement is not the subject matter of this proceeding, nor in any way related to it. Moreover,

Intermedia's view of ISP-bound traffic is controlled by the Commission's Order No. PSC-98-1216-FOF-TP. Thus, the interrogatory seeks information that is irrelevant to this proceeding and is not reasonably calculated to lead to evidence that is relevant.

This 16th day of March, 2000.


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CERTIFICATE OF SERVICE

Docket No. 991534-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing Intermedia Communications Inc.'s Objections to BellSouth Telecommunications, Inc.'s First Set of Interrogatories was served by hand delivery* or by Federal Express for overnight delivery** this 16th day of March, 2000 upon the following:

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