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April 8, 2002

BY HAND DELIVERY

Blanca Bayó  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

RECEIVED-FPSC  
02 APR -8 PM 4:58  
COMMISSION  
CLERK

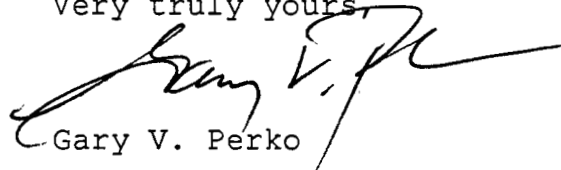
Re: Docket No. 990649B-TP

Dear Ms. Bayó:

Enclosed for filing on behalf AT&T Communications of the Southern States, Inc. and MCI WorldCom, Inc. are the original and fifteen copies of AT&T and WorldCom's Second Motion to Compel Discovery From Verizon Florida, Inc.

By copy of this letter, copies have been furnished to the parties shown on the attached certificate of service. If you have any questions regarding this filing, please give me a call at 425-2359.

Very truly yours,



Gary V. Perko

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_ GVP/jlm  
COM S Enclosures  
CTR \_\_\_\_\_ cc: Certificate of Service  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC I  
OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

0394 | APR-88

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Investigation into pricing of )  
unbundled network elements )  
(Sprint-Verizon track) )  
\_\_\_\_\_ )

Docket No. 990649B-TP

Filed: April 8, 2002

**AT&T AND WORLDCOM'S SECOND MOTION TO COMPEL  
DISCOVERY FROM VERIZON FLORIDA, INC.**

AT&T Communications of the Southern States, LLC ("AT&T"), and MCI WorldCom, Inc. ("WorldCom"), pursuant to Rule 28-106.206, F.A.C., and Rule 1.380 of the Florida Rules of Civil Procedure, hereby move for entry of an order compelling Verizon Florida, Inc. ("Verizon") to immediately provide answers to AT&T and WorldCom's Second Set of Interrogatories. In support, AT&T and WorldCom state:

1. The ultimate purpose of this proceeding is to set appropriate rates for Verizon's unbundled network elements (UNEs). *See*, Order No. PSC-01-1592-PCO-TP (Issues 9, 10, 11(a), 11(b), and 12).

2. While this proceeding was pending before the Commission, Verizon mailed out a letter dated December 31, 2001, notifying its CLEC customers of new, uniform UNE rates that Verizon intended to apply under existing interconnection agreements. (Copy attached as Exhibit 1). According to Verizon's letter, the new UNE rates were prompted by the elimination of a limitation in Verizon's billing system which had prevented Verizon from charging different rates for a particular UNE in a single territory. Verizon's letter explained:

As a result of this limitation, Verizon generally billed all CLECs in a service territory the same rate for such UNE product/service, and such rate typically was the lowest rate available in any particular CLEC agreement in that territory. Thus, in many instances, Verizon billed a CLEC a rate for a certain UNE product/service that was lower than the applicable rate contained in the CLEC's agreement.

DOCUMENT NUMBER-DATE

03941 APR-8 8

FPSC-COMMISSION CLERK

Rather than bill each CLEC at different rates, Verizon proposed to continue billing each CLEC at uniform rates under a schedule attached as Appendix A to the December 31, 2001 letter. According to the Verizon letter, payment of the first invoice incorporating these new rates signified a particular CLEC's agreement to inclusion of the new rates in the CLEC's interconnection agreement.

3. On March 20, 2002, AT&T and WorldCom served their Second Set of Interrogatories, which requested specific information about Verizon's new UNE rates and why they differ from the rates proposed by Verizon in this proceeding. Specifically, interrogatories 48 through 51 provide:

48. What is the basis for the development of the rates in Appendix A to the December 31, 2001 letter from Verizon to UNE CLEC Customers?
49. Explain how the rates were developed in Appendix A attached to the December 31, 2001 letter from Verizon to UNE CLEC Customers. As part of your response:
  - a. Please identify the cost model used to develop these rates.
  - b. Please identify each input used to develop these rates.
50. Please identify the person or persons responsible for the development of the rates identified in Appendix A to the December 31, 2001 letter from Verizon to UNE CLEC Customers.
51. Please identify all factors that lead to the difference between the rates set forth in Appendix A to the December 31, 2001 Verizon letter and the rates proposed by Verizon in this proceeding, Docket No. 990649B-TP.

4. On April 1, 2002, Verizon served its objections to AT&T and WorldCom's second set of interrogatories. (Copy attached as Exhibit 2). In addition to asserting several general objections, Verizon specifically objected to Interrogatories 48 through 51 on grounds that "they seek information that is not relevant to any issue in this proceeding and not are (sic) to lead to the

discovery of any relevant and otherwise admissible information.” Exh. 2, at p.3. Verizon explained its position as follows:

This proceeding is intended to set rates for Verizon’s UNEs, based on cost studies submitted in this proceeding. Particular rates that Verizon may offer to ALECs as a result of limitations in Verizon’s billing system are not relevant to the Commission’s analysis of Verizon’s cost studies and the establishment of UNEs based on those studies. *Id.*

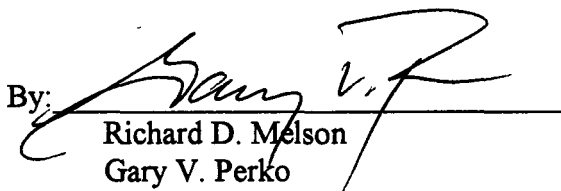
5. Verizon’s objection is meritless on its face. Verizon’s own December 31, 2001 letter makes it clear that the new UNE rates are not “a result of limitations in Verizon’s billing system” but, rather, were voluntarily and unilaterally proposed by Verizon after such limitations had been *eliminated*. See, Exhibit 1. To the extent these new uniform rates differ from the rates proposed by Verizon in this proceeding, they are unquestionably relevant to the ultimate issue in this proceeding. Presumably, Verizon determined that the new UNE rates were acceptable based upon some type of cost analysis or study. AT&T and WorldCom are entitled to information necessary to assess the inconsistencies between these new rates and the rates proposed by Verizon in this proceeding, as well as any differences in the cost models used to develop them.

WHEREFORE, AT&T and WorldCom move for entry of an order compelling Verizon Florida to fully and immediately answer their Second Set of Interrogatories.

RESPECTFULLY SUBMITTED this 8<sup>th</sup> day of April, 2002.

HOPPING GREEN & SAMS, P.A.

By:



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**Attorneys for AT&T**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by U.S. Mail, and/or e-mail (\*) this 8th day of April, 2002.

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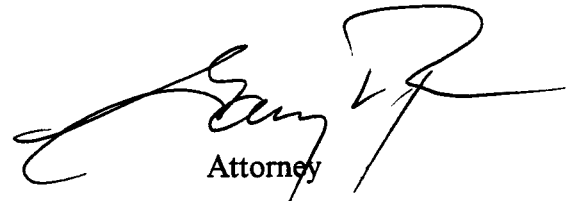
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georgene.a.horton@verizon.com

December 31, 2001

To: UNE CLEC Customers - Verizon (former GTE territories)

Re: VERIZON (former GTE territories):  
UNE Rates for Existing Interconnection Agreements

As you may have been aware, due to limitations in the former GTE's billing systems, Verizon previously was unable to bill CLECs different rates for a particular UNE product/service in a single GTE service territory. As a result of this limitation, Verizon generally billed all CLECs in a service territory the same rate for such UNE product/service, and such rate typically was the lowest rate available in any particular CLEC agreement in that territory. Thus, in many instances, Verizon billed a CLEC a rate for a certain UNE product/service that was lower than the applicable rate contained in the CLEC's agreement. As the above-reference limitation no longer exists in Verizon's billing system, Verizon now has the capability to bill the specific rates for UNE products/services contained in each CLEC's respective agreement.

Rather than initiating a billing change to increase billed monthly recurring and non-recurring UNE rates to the levels set forth in the interconnection agreements of many CLECs, Verizon is willing to continue to bill and, thereby, offers each CLEC the same monthly recurring and non-recurring UNE rates that Verizon has been billing, subject to the following.

These UNE rates will continue to apply until the expiration of your current Interconnection Agreement with Verizon. Notwithstanding the foregoing, each UNE rate is subject to change and/or modification during this time by a state regulatory body of competent jurisdiction. For example, if such state regulatory body orders Verizon to provide a particular UNE product/service to all customers for a certain rate, such rate shall apply and shall supersede the current rate for that product/service set forth in the Pricing Attachment.

Should a UNE rate(s) in the Pricing Attachment reflect a lower rate(s) than the rate(s) you currently are being billed, the lower rate(s) will be effective prospectively upon Verizon's implementation of the new Pricing Attachment.

Attached with this letter is an example of the new Pricing Attachment for the state(s) in which you have a signed Interconnection Agreement with Verizon. Following your receipt of this notification, payment of your first invoice in which Verizon has incorporated the new UNE rates will signify your acceptance of Verizon's UNE rate offer, as set forth herein, and will result in the new UNE rates being incorporated into your interconnection agreement on a going forward basis. Should you choose not to accept Verizon's offer, you should promptly contact your Verizon Account Manager.

EXHIBIT 1



## APPENDIX A

## III. Prices for Unbundled Network Elements

## Monthly Recurring Charges

Local Loop<sup>1</sup>

2 Wire Analog Loop (inclusive of NID)	
Zone 1 - High	\$ 16.41*
Zone 2 - Medium	\$ 23.33*
Zone 3 - Low	\$ 40.41*
4 Wire Analog Loop (inclusive of NID)	
Zone 1 - High	\$ 20.52*
Zone 2 - Medium	\$ 29.17*
Zone 3 - Low	\$ 50.51*
2 Wire Digital Loop (inclusive of NID)	
Zone 1 - High	\$ 16.41*
Zone 2 - Medium	\$ 23.33*
Zone 3 - Low	\$ 40.41*
4 Wire Digital Loop (inclusive of NID)	
Zone 1 - High	\$ 20.52*
Zone 2 - Medium	\$ 29.17*
Zone 3 - Low	\$ 50.51*

DS-1 Loop	\$ 124.40*
DS-3 Loop	\$ 1051.26*

## Supplemental Features:

ISDN-BRI Line Loop Extender	6.92*
DS1 Clear Channel Capability	\$16.00*

## Subloop

2-Wire Feeder	\$ 3.00 *
2-Wire Distribution	\$ 7.50 *
4-Wire Feeder	\$ 32.51*
4-Wire Distribution	\$ 32.64*
2-Wire Drop	\$ 2.73*
4-Wire Drop	\$ 3.14*
Inside Wire	BFR

## Network Interface Device (leased separately)

Basic NID:	\$ 1.45 •
Complex (12 x) NID	\$ 2.10 •

<sup>1</sup> In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

## APPENDIX A

## Switching

Port	
Basic Analog Line Side Port	\$ 4.75 •
Coin Line Side Port	\$ 6.89*
ISDN BRI Digital Line Side Port	\$ 12.87*
DS-1 Digital Trunk Side Port	\$ 71.16*
ISDN PRI Digital Trunk Side Port	\$ 248.30*

## Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$ 0.002903*
Common Shared Transport Transport Facility (Average MOU/ALM)	\$ 0.000001*
Transport Termination (Average MOU/Term)	\$ 0.000103*
Tandem Switching (Average MOU)	\$ 0.001892*

Terminating to Originating Ratio 1.00\*

## Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	\$ 23.00 *
CDT 4 Wire	\$ 33.00 *
CDT DS1	
- First System	\$ 135.00 •
- Additional System	\$ 125.00 •
CDT DS3 Optical Interface	\$ 937.50 *
CDT DS3 Electrical Interface	\$ 960.00 •

## Interoffice Dedicated Transport

IDT DS0 Transport Facility per ALM	\$ .02 *
IDT DS0 Transport Termination	\$ 12.49 *
IDT DS1 Transport Facility per ALM	\$ .39 *
IDT DS1 Transport Termination	\$ 25.78 *
IDT DS3 Transport Facility per ALM	\$ 4.44 *
IDT DS3 Transport Termination	\$ 133.29 *

## Multiplexing

DS1 to Voice Multiplexing	\$ 187.86 *
DS3 to DS1 Multiplexing	\$ 305.00 •

DS1 Clear Channel Capability \$ 16.00\*

## Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	\$ 67.13*
Dark Fiber Subloop - Feeder	\$ 53.17*
Dark Fiber Subloop - Distribution	\$ 13.96*
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80*
Dark Fiber IDT -Termination	\$ 6.34*

## APPENDIX A

### UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement) (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

### NRCs.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If \*\*\*CLEC Acronym TXT\*\*\* does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending \*\*\*CLEC Acronym TXT\*\*\*'s completion of a separate OS/DA agreement.

## APPENDIX A

## NON-RECURRING CHARGES - LOOP AND PORT

Service Ordering (Loop or Port)	
Initial Service Order, per order	\$47.25♦
Transfer of Service Charge, per order	\$16.00♦
Subsequent Service Order, per order	\$24.00♦
Installation	
Unbundled Loop, per loop	\$ 10.50♦
Unbundled Port, per port	\$ 10.50♦
Loop Facility Charge, per order (See Note 1)	\$ 62.50♦
Customer Service Record Search	\$ 4.21*

## CUSTOM HANDLING

## Coordinated Conversions:

ISO	\$18.69*
Central Office Connection	\$9.43*
Outside Facility Connection	\$8.09*

## Hot Coordinated Conversions First Hour:

ISO	\$23.91*
Central Office Connection	\$37.72*
Outside Facility Connection	\$32.36*

## Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$ 4.88*
Central Office Connection	\$ 9.43*
Outside Facility Connection	\$ 8.37*

Note 1: The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

## APPENDIX A

## NON-RECURRING CHARGES - OTHER UNE's \*

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
<b>UNBUNDLED NID*</b>				
Exchange - Basic	\$ 56.08	\$ 43.74	\$ 43.74	N/A
<b>SUBLOOP*</b>				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
<b>DARK FIBER*</b>				
Advanced - Service Inquiry Charge	\$249.82	\$249.82	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 63.85	\$ 63.85	\$153.14	\$110.28
Advanced - Unbundled Loop - Initial	\$ 63.85	\$ 63.85	\$148.37	\$106.54
Advanced - Subloop Feeder - Initial	\$ 63.85	\$ 63.85	\$148.37	\$106.54
Advanced - Subloop Distribution - Initial	\$ 63.85	\$ 63.85	\$151.78	\$102.80
<b>ENHANCED EXTENDED LINK*</b>				
Advanced - Basic - Initial ok	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent ok	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial ok	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent ok	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial ok	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent ok	\$ 38.02	\$ 21.89	\$ 9.90	N/A

## APPENDIX A

**LOOP CONDITIONING<sup>2</sup>**  
 (No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD

**LINE PLATFORM\***

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

**DEDICATED TRANSPORT\***

Advanced - Basic - Initial	\$ 127.99	\$ 93.43	\$ 93.43	N/A
Advanced - Basic - Subsequent	\$ 66.59	\$ 48.49	\$ 48.49	N/A
Advanced - Complex - Initial	\$ 140.52	\$ 105.96	\$ 105.96	N/A
Advanced - Complex - Subsequent	\$ 66.59	\$ 48.49	\$ 48.49	N/A

<sup>2</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

## APPENDIX A

## SIGNALING SYSTEM 7 (SS7)\*

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 66.80	N/A

## CUSTOMIZED ROUTING

BFR BFR BFR BFR

## EXPEDITES - Other\*

UNE Loop/Port	4.57	4.57	4.57	
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	\$65.16	N/A

## OTHER\*

CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
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## LINE SHARING - CLEC OWNED SPLITTER\*

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

## APPENDIX A

### Application of NRCs

#### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that \*\*\*CLEC Acronym TXT\*\*\* orders any service from this Agreement.

Customer Record Search applies when \*\*\*CLEC Acronym TXT\*\*\* requests a summary of the services currently subscribed to by the end-user.

#### Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

#### Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.



### APPENDIX A

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry - Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if \*\*\*CLEC Acronym TXT\*\*\* requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if \*\*\*CLEC Acronym TXT\*\*\* requests notification and coordination of service cut-over prior to the service becoming effective.

- Hot Coordinated Conversion First Hour applies if \*\*\*CLEC Acronym TXT\*\*\* requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Investigation into pricing of unbundled  
network elements (Sprint/Verizon track)

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) Docket No. 990649B-TP  
) Filed: April 1, 2002

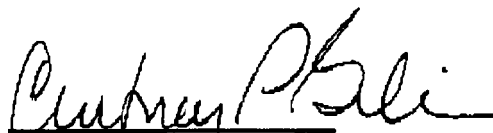
**NOTICE OF SERVICE OF VERIZON FLORIDA INC.'S OBJECTIONS TO  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.'S AND  
MCI WORLD COM, INC.'S SECOND SET OF INTERROGATORIES**

NOTICE IS HEREBY GIVEN that Verizon Florida Inc., by and through its undersigned counsel, has served its Objections to AT&T/MCI's Second Set of Interrogatories by overnight delivery on March 29, 2002, to Tracy W. Hatch, Esq./Floyd R. Self, Esq., Messer, Caparello & Self, P.A., 215 South Monroe Street, Suite 701, Tallahassee, FL 32302 and Donna McNulty, Esq., MCI WorldCom, Inc., The Atrium Building, Suite 105, 325 John Knox Road, Tallahassee, FL 32302.

The original and one copy of this Notice were also sent via overnight delivery on March 29, 2002 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on April 1, 2002.

By:



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Post Office Box 110, FLTC0007  
Tampa, Florida 33601  
Telephone: 813-483-2617

Attorney for Verizon Florida Inc.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Investigation into pricing of unbundled network elements (Sprint/Verizon track) ) Docket No. 990649B-TP  
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**VERIZON FLORIDA INC.'S OBJECTIONS TO  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.'S AND  
MCI WORLDCOM, INC.'S SECOND SET OF INTERROGATORIES**

Verizon Florida Inc. ("Verizon"), by counsel and pursuant to the procedural order in this docket (Order No. PSC-00-0540-PCO-TP), hereby files its initial objections to AT&T Communications of the Southern States, Inc.'s and MCI WorldCom, Inc.'s ("ATT/MCI") Second Set of Interrogatories ("ATT/MCI's interrogatories"). Verizon reserves the right to make additional and/or more complete objections when it files its final objections and responses to the discovery requests.

**GENERAL OBJECTIONS**

Verizon generally objects to ATT/MCI's Second Set of Interrogatories as follows:


1. Verizon objects to ATT/MCI's interrogatories to the extent they seek the identification of documents or portions of documents protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity. The inadvertent production of any privileged document shall not be deemed to be a waiver of any applicable privilege with respect to such document or to the subject matter of the document. Verizon specifically reserves the right to demand the return of any such privileged documents, without prejudice to any claim of privilege, in the event any such document is inadvertently produced.

2. Verizon objects to ATT/MCI's interrogatories to the extent they seek production of documents or disclosure of information not relevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.
3. Verizon objects to ATT/MCI's interrogatories to the extent they are unduly burdensome, vague, ambiguous, overbroad, annoying, harassing or fail to specify clearly the information or documents requested.
4. Verizon objects to ATT/MCI's interrogatories to the extent they purport to impose on Verizon greater obligations than those imposed by the Florida Rules of Civil Procedure.
5. Verizon objects to ATT/MCI's interrogatories to the extent they require Verizon to concede the relevance, materiality, or admissibility of the documents sought by each request, as Verizon reserves its right to raise all such objections in this or any other action.
6. Verizon objects to ATT/MCI's interrogatories to the extent that they relate to, rely upon, or seek disclosure of data or information upon which ATT/MCI agreed not to serve discovery requests pursuant to the July 25, 2001 agreement to extend the filing of Verizon's cost study and direct case.
7. Verizon's later responses to ATT/MCI's interrogatories will be made subject to, qualified by, and without waiver of each of the foregoing General Objections.

**SPECIFIC OBJECTIONS TO INTERROGATORIES**

Verizon objects to interrogatories 48 through 51 because they seek information that is not relevant to any issue in this proceeding and not are calculated to lead to the discovery of any relevant and otherwise admissible information. This proceeding is intended to set rates for Verizon's UNEs, based on Verizon's cost studies submitted in this proceeding. Particular rates that Verizon may offer to ALECs as a result of limitations in Verizon's billing system are not relevant to this Commission's analysis of Verizon's cost studies and the establishment of UNEs based on those studies.

Respectfully submitted on April 1, 2002.

By:   
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Attorney for Verizon Florida Inc.