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July 22, 2002

Ms. Blanca S Bayó, Director
Division of the Commission Clerk
& Administrative Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket No 020099-TP Sprint-Florida, Incorporated's Objections to ALEC, Inc.'s
Second Request for Production of Documents and Second Set of Interrogatories

Dear Ms Bayó

Enclosed for filing is the original and fifteen (15) copies of Sprint-Florida, Incorporated's Objections to ALEC, Inc.'s Second Request for Production of Documents and Second Set of Interrogatories in Docket No. 020099-TP.

Copies of this have been served pursuant to the attached Certificate of Service.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer

Sincerely,

Susan S. Masterton

Enclosures

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of ALEC, Inc. for enforcement)	Docket No. 020099-TP
of interconnection agreement)	
with Sprint-Florida, Incorporated)	
and request for relief.)	Dated: July 22, 2002
_____)	

SPRINT -FLORIDA, INCORPORATED'S
OBJECTIONS TO ALEC, INC.'S SECOND REQUEST FOR PRODUCTION
OF DOCUMENTS AND SECOND SET OF INTERROGATORIES

Sprint-Florida, Incorporated ("Sprint"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350 and 1.280(b), Florida Rules of Civil Procedure, hereby submits the following Objections to ALEC, Inc.'s ("ALEC") Second Request for Production of Documents and Second Set of Interrogatories.

INTRODUCTION

The objections stated herein are preliminary in nature and are made at this time for the purpose of complying with the ten-day requirement set forth in Order No. PSC-02-0594-PCO-TP ("Procedural Order") issued by the Florida Public Service Commission ("Commission") in the above-referenced docket. Should additional grounds for objection be discovered as Sprint prepares its responses to the above-referenced requests, Sprint reserves the right to supplement, revise, or modify its objections at the time that it serves its responses on ALEC. Moreover, should Sprint determine that a Protective Order is necessary with respect to any of the material requested by ALEC, Sprint reserves the right to file a motion with the Commission seeking such an order at the time that it serves its answers and responses on ALEC.

GENERAL OBJECTIONS

Sprint makes the following General Objections to ALEC's Second Request for Production of Documents ("Second POD") and Second Set of Interrogatories ("Second IRR").

These general objections apply to each of the individual requests and interrogatories in the Second POD and Second IRR, respectively, and will be incorporated by reference into Sprint's responses and answers when they are served on ALEC.

1. Sprint objects to the requests to the extent that such requests seek to impose an obligation on Sprint 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 applicable discovery rules.

2. Sprint has interpreted ALEC's requests to apply to Sprint's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, Sprint objects to such request to produce as irrelevant, overly broad, unduly burdensome, and oppressive.

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

4. Sprint objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any responses provided by Sprint to ALEC's requests will be provided subject to, and without waiver of, the foregoing objection.

5. Sprint objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Sprint will attempt to note in its responses each instance where this objection applies.

6. Sprint objects to ALEC's discovery requests, instructions and definitions, insofar as they seek to impose obligation on Sprint that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

7. Sprint objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

8. Sprint objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Sprint objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that ALEC's requests proprietary confidential business information which is not subject to the "trade secrets" privilege, Sprint will make such information available to counsel for ALEC pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Sprint is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the discovery requests purport to require more, Sprint objects on the grounds that compliance

would impose an undue burden or expense. To the extent that ALEC requests herein documents that have previously been produced to other parties in response to previous discovery, then without limiting any of the foregoing objections, Sprint incorporates herein by reference its objections to that previous discovery.

SPECIFIC OBJECTIONS: SECOND IRR

In addition to the foregoing general objections, Sprint raises the following specific objections to the following individual interrogatories in the Second IRR:

17. Identify and describe all Sprint invoices to all ALECs and Florida interexchange carriers for installation of DS3, DS1, and DS0s, and all Access Service Requests associated with these requests, prepared in the past two years in any LATA in which calls are exchanged between ALEC and Sprint including LATAs where calls are originated by Sprint end users or terminated by ALEC.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory as unduly broad and overly burdensome. While ALEC has narrowed the scope of this interrogatory somewhat from Interrogatory No. 5 to which Sprint previously objected, answering this interrogatory would require an enormous effort on the part of Sprint to identify all applicable Sprint invoices. Sprint has relationships with numerous ALECs and IXC's in the specified LATAs and processes a multitude of invoices and ASRs for these carriers on a daily basis. In addition, Sprint objects to this interrogatory as it relates to interexchange carriers because the dispute at issue in this docket involves local interconnection arrangements and, therefore, an inquiry into Sprint's billing practices for interexchange carriers is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

18. Identify and describe (including but not limited to quantity and/or length) the type and location of any telecommunications switch, multiplexer, digital cross connect system, or collocation arrangement that Sprint has deployed in Florida in any LATA in which calls are exchanged between ALEC and Sprint, including LATAs where calls are originated by Sprint end users or terminated by ALEC.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory because it is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. Sprint asserts that the location of the identified Sprint facilities has no bearing on the resolution of the billing dispute that is the subject of ALEC's complaint in this docket. In addition, Sprint objects in that the information requested is highly proprietary Sprint confidential information. Finally, Sprint objects to this interrogatory as unduly broad and overly burdensome. While ALEC has attempted to narrow the scope of this interrogatory from its Interrogatory No. 8 to which Sprint previously objected, even as narrowed it requests information involving a multitude of facilities deployed by Sprint for multiple purposes and identifying all such facilities would place an enormous burden on Sprint.

19. Identify and describe (including but not limited to quantity and/or length) the type and location of any interoffice facility, loop, and/or trunks that Sprint has deployed in any LATA in which calls are exchanged between ALEC and Sprint, including LATAs where calls are originated by Sprint end users or terminated by ALEC.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. Sprint asserts that

the location of the identified Sprint facilities has no bearing on the resolution of the billing dispute that is the subject of ALEC's complaint in this docket. In addition, Sprint objects in that the information requested is highly proprietary Sprint confidential information. Finally, Sprint objects to this interrogatory as unduly broad and overly burdensome. While ALEC has attempted to narrow the scope of this interrogatory from its Interrogatory No. 9 to which Sprint previously objected, even as narrowed it requests information involving a multitude of facilities deployed by Sprint for multiple purposes and identifying all such facilities would place an enormous burden on Sprint.

20. For each of the past two years, and as a percent of all Sprint' revenues each year, identify and describe the percentage of total Sprint revenues Sprint received from transport facility installation and transport monthly recurring charges (not minute of use charges) from other telecommunications carriers' operations in Florida, the name of each telecommunications carrier remitting such payments, and the percentage of revenues received from each of these telecommunications carriers.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory as unduly broad and overly burdensome. While ALEC has attempted to narrow the request as originally set forth in ALEC's Interrogatory No.10, the interrogatory still asks for information that would need to culled from voluminous records involving the numerous ALECs and IXC's from whom Sprint receives revenues for the identified services. In addition, Sprint objects to this request because it is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. Finally, Sprint objects in that the information requested is highly proprietary confidential information not only to Sprint but also to the telecommunications carriers who are Sprint's

customers. Sprint's interconnection agreements provide that if information that is confidential to either party is required to be released to a third party as part of a legal proceeding, the party whose confidential information is to be released must be given sufficient advanced notification to allow the carrier the opportunity to seek proprietary protection of the information. Requiring Sprint to provide such notice to all carriers whose proprietary information might be included in Sprint's response would place an expensive and undue burden on Sprint.

21. Identify and describe all telecommunications carriers that are ALECs, other than ALEC, based in or operating from Florida, that have disputed the accuracy of a Sprint' remittance for telecommunications services provided to Sprint in the past five years, and the nature and status of such disputes.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory as unduly broad and overly burdensome. In addition, the breadth of this request is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. Although ALEC has attempted to narrow this request from its Interrogatory No. 11, to which Sprint previously objected, it is still overly broad in that appears to request information concerning any billing dispute of whatever nature, whether related in any way to the nature of the dispute between Sprint and ALEC that is the subject of this docket. The interrogatory does not define "disputed," which in its broadest sense could be interpreted to require Sprint to identify every instance in which an ALEC has questioned a Sprint bill, clearly an excessively burdensome task for Sprint. In addition, the information requested is highly proprietary confidential information not only to Sprint but also to the telecommunications carriers who are Sprint's customers. Sprint's interconnection agreements provide that if information that is confidential to either party is required to be

released to a third party as part of a legal proceeding, the party whose confidential information is to be released must be given sufficient advanced notification to allow the carrier the opportunity to seek proprietary protection of the information. Requiring Sprint to provide such notice to all carriers whose proprietary information might be included in Sprint's response would place an expensive and undue burden on Sprint.

22. Identify and describe all instances in which Sprint in any state charges another local exchange carrier with which it exchanges traffic for the transport of traffic originated by the other carrier in one LATA or local calling area and terminated by Sprint in a different LATA or local calling area.

Objection: In addition to its general objections which are incorporated herein by reference, Sprint requests clarification as to whether this interrogatory is intended to apply to local traffic only or is intended to encompass toll (i.e., interexchange) traffic as well. If the latter, Sprint objects to this interrogatory as overly broad, unduly burdensome and not relevant or likely to lead to the discovery of admissible evidence. By its nature toll traffic crosses local calling area and/or LATA boundaries and could encompass an inestimable number of instances in which Sprint charges an ALEC for such traffic.

24. Please identify and describe if Sprint pays transport or termination charges for traffic to any ALEC in any state for any telephone services terminating in a different LATA or local calling area.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint requests clarification as to whether this interrogatory is intended to apply to local traffic only or is intended to encompass toll (i.e., interexchange) traffic as well. If the latter, Sprint objects to this interrogatory as overly broad, unduly burdensome and not relevant or likely to

lead to the discovery of admissible traffic. By its nature toll traffic crosses local calling area and/or LATA boundaries and could encompass an inestimable number of instances in which Sprint pays an ALEC for such traffic.

26. Please identify and describe all instances in which Sprint has paid one or more ALECs, in Florida or any other state, or demanded payment from one or more ALECs in any state, based upon rates not contained in the interconnection agreement between Sprint and the competing ALECs.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory as overly broad and unduly burdensome. Sprint charges ALECs many rates that have been developed based on bona fide requests or on an individual case basis, since it was initially impossible to develop rates for all products and services which a particular ALEC might wish to order. These rates, therefore, are not specifically set forth in an interconnection agreement. ICB rates are especially applicable for ALECs operating under older interconnection agreements because lack of experience made it difficult to develop a complete set of rates to be included in these agreements. More standard rates have been developed through experience over time; however, many of the older agreements may still rely on the original ICB rates. Additionally many services offered by ALECs are made available by Sprint to the ALEC at a discount for resale by the ALEC. While the discount percentage is set forth in the interconnection agreement, the rates themselves are not included in the agreement, but are set forth in 3 volumes of Sprint's tariffs containing thousands of rates. Sprint could not possibly identify all the instances in which such rates, not included in the interconnection agreement, are or have been assessed.

SPECIFIC OBJECTIONS; SECOND POD

21. Produce all documents in which telecommunications carriers that are ALECs, other than ALEC, based in, or operating from Florida, have disputed the accuracy of a Sprint' remittance for telecommunications services, or that describe the nature and status of such disputes, provided to Sprint in the past five years.

Objection: Please see objection to Interrogatory No. 21.

24. Produce all Sprint invoices to all ALECs and competitive interexchange carriers within the State of Florida for installation of DS3, DS1 and DS0s and all ASRs associated with these requests, in any LATA in which calls are exchanged between ALEC and Sprint, including LATAs where calls are originated by Sprint end users or terminated by ALEC.

Objection: See objection to Interrogatory No. 17.

26. Produce all invoices of all ALECs, and all Sprint remittances and accompanying documents accompanying such remittances, in which Sprint paid one or more ALECs recurring or nonrecurring transport rates tarified by the ALEC or in which Sprint paid ALECs recurring or nonrecurring charges for more than one of the following levels of service for the same end-to-end transmission paths: DS0, DS1 and DS3.

Objection: Sprint objects to this POD because it is identical to ALECs POD No. 11, which Sprint previously responded to on June 20, 2002.

27. Produce all invoices produced by Sprint as an incumbent or alternative local exchange carrier for charges Sprint assessed upon a local exchange carrier for transport of traffic that crosses LATA boundaries and all documents explaining such billing, prepared in the

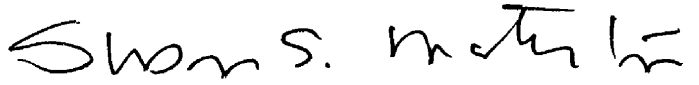
past two years in any LATA in which calls are exchange between ALEC and Sprint, including LATAs where calls are originated by Sprint end users or terminated by ALEC.

Objection: Please see objection to Interrogatory No. 22.

28. Produce all documents describing or governing any arrangements pursuant to which Sprint pays transport or termination charges for traffic to any ALEC in any state for any telephone services terminating in a different LATA or local calling area.

Objection: Please see objection to Interrogatory No. 24.

DATED this 22nd day of July, 2002.



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ATTORNEY FOR SPRINT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of ALEC, Inc.)
For Enforcement of Interconnection)
Agreement with Sprint-Florida,)
Incorporated and request for Relief.)

Docket No. 020099-TP

Date: July 22, 2002

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of Sprint-Florida, Incorporated's Objections has been furnished by Hand Delivery * or Electronic Mail and Overnight Mail ** this 22nd day of July, 2002, to the following

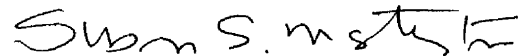
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