

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of the Florida)	
Competitive Carriers Association)	Docket No. 020507-TP
Against BellSouth Telecommunications, Inc.)	
and Request for Expedited Relief)	Served: June 2, 2003
_____)	

**MCI'S RESPONSE TO
(1) BELL SOUTH'S FIRST SET OF INTERROGATORIES (NOS. 1 – 32),
(2) THIRD SET OF INTERROGATORIES (NO. 66), AND
(3) FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-4)**

In accordance with the Settlement Agreement approved by the Commission in Order No. PSC-03-0611-AS-TL, MCI WorldCom Communications, Inc. and MCI metro Access Transmission Services, LLP (collectively, "MCI") hereby respond to those portions of BellSouth Telecommunications, Inc.'s (BellSouth's) outstanding discovery to the Florida Competitive Carriers Association (FCCA) required by Order Nos. PSC-03-0084-PCO-TL and PSC-03-180-PCO-TL as if such requests had been addressed individually to MCI.

INTERROGATORIES

(First Set)

Interrogatory No. 5: Do you contend that the Florida Public Service Commission has jurisdiction over Broadband Service?

Response: Yes.

Interrogatory No. 6: If the answer to Interrogatory No. 5 is in the affirmative, please cite all statutes, rules, regulations, orders, or other legal authority that support your contention.

Response: The Commission has jurisdiction pursuant to Sections 364.01, 364.10, and 364.3381(3), Florida Statutes, and 47 U.S.C. §§ 202 and 251(d). See also Order Nos. PSC-02-1464-FOF-TL, PSC-02-1453-FOF-TP, PSC-02-0765-FOF-TP, and PSC-02-0878-FOF-TP.

Interrogatory No. 7: Do you contend that the Florida Public Service Commission has jurisdiction over Cable Modem service?

Response: Yes.

Interrogatory No. 8: If the answer to Interrogatory No. 7 is in the affirmative, please cite all statutes, rules, regulations, orders, or other legal authority that support your contention.

Response: MCI states that the Commission has jurisdiction over cable modem service on the same grounds identified in response to Interrogatory No. 6. MCI is aware of the FCC's conclusion to the contrary in *In re Appropriate Regulatory Treatment for Broadband Access to the Internet over Cable Facilities*, Declaratory Ruling and Notice of Proposed Rulemaking, GN Docket No. 00-185 and CS Docket No. 02-52, FCC 02-77 (March 15, 2002), but that decision is now on appeal to the Ninth Circuit.

Second Interrogatory No. 6: Please state whether [MCI] provides Broadband Service and/or DSL service to customers in Florida.

Response: MCI provides DSL services to customers in Florida.

Second Interrogatory No. 7: If the answer to Second Interrogatory No. 6 is in the affirmative, please:

- i. Describe with particularity the nature of the Broadband Service and/or DSL service [MCI] is providing in Florida, including description of the protocols used (e.g., ADSL, IDSL, Cable Modem, etc.) as well as all applicable rates, terms and conditions of such services;
- ii. State the total number of customers to whom [MCI] is providing Broadband Service and/or DSL Service in Florida, including stating the total number of residential and business customers being provided such service;
- iii. Describe with particularity the nature of the technology used to provide the Broadband Service and/or DSL service; including, but not limited to, the number of customers served by the particular technology (e.g., if xDSL based the number of customers served by IDSL, the number of customer served by ADSL, etc.);
- iv. State whether [MCI] utilized its own broadband equipment or purchased broadband connectivity from another provider; and
- v. [No answer required.]

Response: MCI responds to the subparts of Second Interrogatory No. 7 as follows:

i. MCI currently offers a variety of DSL products in Florida: Enterprise DSL (“EDSL”), Internet DSL (“BDSL”), Private Label DSL—Access Edition (“PLDSL”) and Private Label DSL—Internet Edition (“PLDSL”). MCI’s OnNet DSL products support a broad range of applications including Internet, frame relay, ATM and virtual private networks (“VPNs”). As discussed below, the various product features have evolved somewhat over time as the means through which MCI provided such services have changed. Moreover, it should be noted that these services are offered only to customers who may be served from the limited number of central offices where MCI has collocation spaces in the Miami metropolitan area, and, in the case of BDSL, also in certain other areas on a resale basis.

Enterprise DSL: EDSL is used to provide frame relay, ATM and other data services to small and medium sized businesses and to enterprise customers with a requirement for many, dispersed, faster-than-dial data service connections (such as gas stations, retail chains and franchises). EDSL includes symmetric bandwidth for upstream and downstream traffic, multiple static Internet protocol addresses (“IP addresses”), routers for use as CPE, domain name (“DNS”) hosting and a variety of access speeds, depending on the application, ranging from 128 kbps (kilobits per second) up to 7.0 Mbps (megabits per second). MCI currently offers a Service Level Agreement (“SLA”) to its customers to cover network service up to the demarcation point between the BOC copper loop and the MCI facilities-based DSL network.

Internet DSL: BDSL is an Internet access product that MCI sells to two types of customers: Solo and Office. The Solo BDSL product is for a single user, and is primarily targeted to sole proprietorships, home offices, and enterprise customers wishing to purchase teleworker DSL connections for employees to use as a remote work location. It provides asymmetric bandwidth, two static IP addresses, and bridges for CPE. The use of static IP addresses distinguishes this product from traditional BOC retail DSL offerings, which generally use dynamically-assigned IP addresses that are less suitable for business applications and secure networking (VPNs). The Office BDSL product is designed for a small, multi-user location such as a small business or an enterprise location such as a remote sales office. The Office versions provides symmetric bandwidth in speeds from 128 kbps to 1.0 Mbps, multiple static IP addresses, routers for CPE, DNS hosting, and email accounts.

Private Label DSL: Private Label DSL, in both Access and Internet Editions, offers both symmetric and asymmetric bandwidth service that MCI sells to enterprise customers in bulk for

use as a large-scale remote work or telecommuting solution, and to ISPs, on a wholesale basis, for resale to end users. PLDSL includes a full suite of CPE options from low-end bridges to high-end routers, self-installation and professional installation options, and both dynamic and static IP addressing configurations for the Internet Edition. The difference between the Access and Internet Editions relates to the way in which MCI hands off the data traffic to the customer. For the Access Edition, MCI provides its customer with an aggregated traffic stream at the ATM layer. The customer provides its own IP addressing and Internet access to the end user. For the Internet Edition, MCI carries the customer's traffic to MCI's Internet backbone and routes it over the Internet using MCI's IP addressing. In both scenarios, the customer manages the end user relationship (*e.g.*, billing, authentication, technical support) and provides any Internet content (*e.g.*, email, news, Web hosting, portals) or value added services (*e.g.*, VPN, online entertainment servers).

[CONFIDENTIAL]

[END]

CONFIDENTIAL] MCI already has produced documents to BellSouth reflecting rates, terms and conditions for these services in Georgia Docket No. 11901-U.

MCI also provides fixed wireless service in Florida. MCI launched fixed wireless service in the Pensacola and Tallahassee markets in December 2001. Fixed wireless service provides wireless access to the internet using multichannel multipoint distribution service ("MMDS") technology. MCI notes that it is in the process of selling its MMDS business, and BellSouth is one of the parties bidding for that business. MCI already has produced documents to BellSouth reflecting rates, terms and conditions for these services in Georgia Docket No. 11901-U.

In addition MCI recently has begun selling DSL to its UNE-P customers in Florida. MCI provides DSL service to these customers in areas that can be served from MCI's collocation spaces. The rates, terms and conditions for these services are available at MCI.com and a copy of the terms and conditions are provided in response to Document Production Request No. 1.

ii. [CONFIDENTIAL]

[END CONFIDENTIAL]

iii. See response to subpart ii.

iv. MCI uses its own DSL equipment and also resells DSL service using the equipment of another carrier.

Second Interrogatory No. 8: If the answer to Second Interrogatory No. 6 is in the negative, please:

- i. Describe with particularity all reasons, whether technical, financial, or otherwise, why [MCI] does not provide its own Broadband Service and/or DSL service to customers in Florida; and
- ii. [No answer required.]

Response: Not applicable.

Interrogatory No. 9: Please state whether [MCI] provides Broadband Service and/or DSL service to customers in states [in the BellSouth Region] other than Florida.

Response: MCI does provide MMDS and DSL service to customers in states other than Florida in BellSouth's nine-state region.

Interrogatory No. 10: If the answer to Interrogatory No. 9 is in the affirmative, please:

- i. Identify those states [in the BellSouth region] in which [MCI] provides Broadband Service and/or DSL service;
- ii. Describe with particularity the nature of the Broadband Service and/or DSL Service [MCI] is providing in each state, including a description of the protocols used (e.g., ADSL, ISDL, Cable Modem, etc.) as well as all applicable rates, terms and conditions of such service;
- iii. State the total number of customer to whom [MCI] is providing Broadband Service and/or DSL service in each such state, including stating the total number of residential and business customers being provided service.

Response: MCI responds to the subparts of Interrogatory No. 10 as follows:

i. MCI provides MMDS service in Alabama, Louisiana, Mississippi and Tennessee. MCI provides DSL service in Georgia and North Carolina.

ii. See response to subpart i. above. MCI already has produced documents to BellSouth reflecting rates, terms and conditions for these services in Georgia Docket No. 11901-U.

iii. Responsive information for the MMDS and DSL markets MCI serves in the BellSouth states is provided in the table below:

[CONFIDENTIAL]

STATE	RESIDENTIAL (ISP Wholesale)	BUSINESS	TOTAL
Alabama			
Georgia			
Louisiana			
Mississippi			
North Carolina			

Tennessee			
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[END CONFIDENTIAL]

Interrogatory No. 11: If [MCI] provides Broadband Service and/or DSL service [in the BellSouth region], will [it] provide such service to an end user customer irrespective of whether that customer also purchases telecommunications service from [MCI] (i.e., does [MCI] provide a stand-alone Broadband Service and/or DSL service)?

Response: Yes. With the exception of the DSL service MCI provides to UNE-P customers, MCI provides stand-alone DSL service. For customers to whom MCI provides UNE-P service, MCI does not offer DSL service on a stand-alone basis.

Interrogatory No. 12: If the answer to Interrogatory No. 11 is in the affirmative, please:

- i. Describe with particularity the nature of the stand-alone Broadband Service and/or DSL service [MCI] is providing [in the BellSouth region], including identifying the states in which such service is provided and including a description of the protocols used (e.g., ADSL, IDSL, Cable Modem, etc.) as well as all applicable rates, terms, and conditions;
- ii. State the total number of customers to whom [MCI] is providing the stand-alone Broadband Service and/or DSL service, including stating the total number of residential and business customers being provided such service in each state; and
- iii. Identify all documents referring or relating to the stand-alone Broadband Service and/or DSL service [MCI] is providing.

Response: MCI responds to the subparts of Interrogatory No. 12 as follows:

- i. See response to Second Interrogatory No. 7 i. and Interrogatory No. 10 i.
- ii. See response to Second Interrogatory No. 7 ii. and Interrogatory No. 10 iii.
- iii. MCI already has produced documents to BellSouth reflecting rates, terms and conditions for these services in Georgia Docket No. 11901-U.

Interrogatory No. 13: If the answer to Interrogatory No. 11 is in the negative, please:

- i. Describe with particularity the reasons, whether technical, financial or otherwise, why [MCI] does not provide its own Broadband Service and/or DSL service to customers of other voice providers in Florida;
- ii. to v. [No answer required.]

Response: Providing stand-alone DSL service to most customers to whom MCI offers UNE-P service would involve line sharing with BellSouth, which the FCC has announced will be phased out and thus may not be available in the long-term as a DSL service delivery method. MCI further notes that it does not provide local residential service in Florida using UNE-L.

Interrogatory No. 14: Identify each market in [MCI] is providing DSL service and state the number of customers in each such market to whom the service is being provided, including stating the total number of residential and business customers being provided such service.

Response: Responsive information for the MMDS and DSL markets MCI serves in the BellSouth states is provided in the table below:

[CONFIDENTIAL]

MARKET	RESIDENTIAL (ISP Wholesale)	BUSINESS	TOTAL
Montgomery, Alabama			
Miami, Florida			
Jacksonville, Florida			
Tampa, Florida			
Orlando, Florida			
Pensacola, Florida			
Tallahassee, Florida			
Atlanta, Georgia			
Baton Rouge, Louisiana			
Lafayette, Louisiana			
Jackson, Mississippi			
Charlotte, NC			

Greensboro, NC			
Raleigh, NC			
Chattanooga, Tennessee			

[END CONFIDENTIAL]

Interrogatory No. 15: Describe with particularity [MCI's] DSL network; including, but not limited to, identifying the location of that network and describing the specific equipment that comprises that network, identifying the vendor and/or provider of the DSL equipment, the number, manufacturer, and size of DSLAMs installed in that network by central office, remote terminal or other location, as well as the total number of collocation sites in which the FCCA member has collocated its facilities with facilities of BellSouth.

Response: The Commission ruled that this interrogatory was limited to identifying the footprint of [MCI's] network, sufficient for one to discern where the xDSL products are available. With that limitation, see response to Interrogatory No. 14.

Interrogatory No. 16: Has [MCI] at any time entered into any agreement or held any discussions with any Cable Modem service provider regarding a joint offering or package of services involving the FCCA member's voice service and the Cable Modem service provider's Broadband Service.

Response: Yes.

Interrogatory No. 17: If the answer to Interrogatory No. 16 is in the affirmative, please:

- i. Identify the Cable Modem service provider with whom you have had such an agreement or discussions;
- ii. State the date when such an agreement was executed or such discussions took place;
- iii. Describe with particularity the nature of such an agreement or discussion, including applicable rates, terms and conditions for a joint offering or package of services involving [MCI's] voice service and the Cable Modem service provider's Broadband Service; and

- iv. Identify all documents referring or relating to such an agreement or discussion.

Response: The Commission ruled that subparts iii. and iv. were limited to a description of any contemplated joint offerings. With that limitation, MCI responds to the subparts of Interrogatory No. 17 as follows:

[CONFIDENTIAL]

[END CONFIDENTIAL]

Interrogatory No. 18: If the answer to Interrogatory No. 16 is in the negative, please describe with particularity all reasons, whether technical, financial, or otherwise, why [MCI] has decided not to enter into an agreement or discussions with a Cable Modem service provider concerning a joint offering or package of services involving [MCI's] voice service and the Cable Modem service provider's Broadband Service.

Response: Not applicable.

Interrogatory No. 19: Has [MCI] at any time entered into an agreement or held any discussions with any DSL service provider and/or wholesale DSL network provider regarding (a) a joint offering or package of service involving [MCI's] voice service and the DSL service provider's

Broadband Service, including, but not limited to, engaging in line splitting; and/or (b) purchasing a wholesale broadband package for the purpose of creating a retail broadband service offering?

Response: Yes.

Interrogatory No. 20: If the answer to Interrogatory No. 19 is in the affirmative, please:

- i. Identify the DSL service provider with whom [MCI] has had such an agreement or discussion;
- ii. State the date when such an agreement was executed or such discussions took place;
- iii. Describe with particularity the nature of such an agreement or discussions, including applicable rates, terms, and conditions for (a) a joint offering or package of services involving [MCI's] voice service and the DSL service provider's Broadband Service and/or (b) a wholesale offering or wholesale broadband package; and
- iv. Identify all documents referring or relating to such an agreement or discussion.

Response: The Commission ruled that this subparts iii. and iv. were limited to a description of any contemplated joint offerings. With that limitation, MCI responds to the subparts of Interrogatory No. 20 as follows:

[CONFIDENTIAL]

[END CONFIDENTIAL]

Interrogatory No. 21: If the answer to Interrogatory No. 19 is in the negative, please describe with particularity all reasons, whether technical, financial, or otherwise, why (a) [MCI] has not entered into an agreement or discussions with any DSL service provider concerning a joint offering or package of services involving [MCI's] voice service and the DSL service provider's Broadband Service, including, but not limited to, engaging in line splitting and/or (b) [MCI] has not entered into an agreement or discussions with any wholesale DSL service provider.

Response: Not applicable.

Interrogatory No. 22: If you currently provide Broadband Service, do you have any objection to the Public Service Commission in those states in which you provide such service from requiring you to provide Broadband Service to an end user customer irrespective of whether that customer also purchases telecommunications service from you (i.e., requiring you to provide a stand-along Broadband Service)? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections.

Response: MCI would object to such regulation by public service commissions.

Reasons that such regulation would be inappropriate include the following: (1) MCI does not have a monopoly in the local voice market and has no market power in the DSL market and therefore unlike BellSouth is not in a position to use DSL to prevent competition in the local voice market; (2) the rule BellSouth suggests would require MCI to provide DSL service where it does not have collocation spaces and thus physically could not provide service.

Interrogatory No. 23: If you currently provide DSL Service, do you have any objections to the Public Service Commission in those states in which you provide such service from requiring you to provide DSL Service over the unbundled loops purchased by any and all other ALECs operating in those states? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections.

Response: MCI would object to such regulation by public service commissions. MCI notes that unlike BellSouth, MCI does not have a monopoly in the local voice market and has no market power in the DSL market, so substantially different policy considerations apply to regulating the two companies. MCI further notes that the regulation BellSouth suggests would impose substantially greater obligations on MCI than would be placed on BellSouth if MCI is granted the relief it is requesting in this case because BellSouth owns all the loops over which it provides FastAccess service, and all of those loops terminate at BellSouth's central offices. See also response to Interrogatory No. 13.

Interrogatory No. 24: Do you have any objection to BellSouth, or any ALEC, utilizing free of charge the high frequency portion of unbundled loops purchased by you to (a) provision DSL Service to your end user customers; and (b) access the unbundled loop to perform testing, repair, maintenance, and/or troubleshooting? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections.

Response: MCI notes that its UNE-P loops are the loops at issue in this case with respect to MCI. MCI has no objection at this time to BellSouth utilizing free of charge the high frequency portion of the UNE-P loops MCI leases from BellSouth to provision DSL service to MCI's end user customers, or to access the UNE-P loop to perform testing, repair, maintenance and/or troubleshooting, subject to an appropriate amendment to the interconnection agreements between BellSouth and MCI. MCI also has no objection at this time to another CLEC utilizing free of charge the high frequency portion of the UNE-P loops MCI leases from BellSouth to provision DSL service to MCI's end user customers, or to access the UNE-P loop to perform

testing, repair, maintenance and/or troubleshooting, provided MCI and the other CLEC have entered into an appropriate line splitting agreement.

Interrogatory No. 25: Do you have any objection to BellSouth, or any ALEC, taking whatever steps are necessary in order to provision its DSL Service over unbundled loops purchased by you to provision DSL Service to your end user customers? If the answer to the foregoing Interrogatory is in the affirmative, describe with particularity all such objections.

Response: MCI notes that its UNE-P loops are the loops at issue in this case with respect to MCI. MCI could not agree to allow BellSouth, or any CLEC, to take “whatever steps” they deem necessary to provision their DSL service to its customers over MCI’s UNE-P loops. Nonetheless, MCI stands ready to negotiate reasonable terms and conditions concerning such provisioning and is confident that the parties negotiating in good faith could come to terms on such operational details.

Interrogatory No. 26: What rates, terms and conditions, if any, do you contend should apply when BellSouth, or any ALEC, uses the high-frequency portion of an unbundled loop purchased by you to provide DSL Service to your end user customers?

Response: MCI notes that its UNE-P loops are the loops at issue in this case with respect to MCI. Such terms and conditions concerning MCI’s UNE-P loops would have to be worked out between the parties during good faith negotiations.

Interrogatory No. 27: If BellSouth, or any ALEC, were to use the high frequency portion of an unbundled loop purchased by you for the purpose of providing DSL Service, would you request compensation for such use of the high frequency portion of that loop?

Response: See response to Interrogatory No. 24.

Interrogatory No. 28: If the answer to Interrogatory No. 32 [should be 23] is in the affirmative, state the amount of compensation you would charge and describe with particularity how this charge was calculated.

Response: Not applicable.

Interrogatory No. 29: Do you contend that any state or federal laws, rules, or regulations are violated when BellSouth does not provide FastAccess service to carriers that offer DSL service (as contrasted to carriers that do NOT offer DSL service)? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.

Response: Yes. MCI contends that BellSouth's practice of refusing to provide its FastAccess (as well as its wholesale DSL service) to CLEC voice customers violates the same Florida laws cited in the Complaint regardless of whether the CLEC provides DSL service. The discriminatory nature and anticompetitive effects of BellSouth's DSL policy is the same regardless of whether the CLEC provides its own DSL service, because BellSouth is the monopoly provider of voice service in its service territory in Florida and has the overwhelming share of the DSL customers in that territory, as discussed in the pre-filed testimony of Joe Gillan and the depositions of Mr. Gillan and Dr. William Taylor.

Interrogatory No. 30: With respect to the statement in the Complaint that an objective of this Commission is to "protect consumers in their ability to access a full array of market options – whether that option is basic telecommunications service, broad band service, long distance service, of whatever combination of these and/or other services a particular consumer selects to serve his or her own unique needs" do you contend that seeking to regulate only BellSouth's provision of FastAccess accomplishes this goal? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.

Response: No. MCI acknowledges regulating BellSouth's provisioning of FastAccess would not, in and of itself, accomplish the stated goal, because protecting consumers' ability to access basic telecommunications service, broad band service and long distance service involves more than just ensuring that BellSouth does not act in an anticompetitive manner with respect to FastAccess. Nonetheless, because BellSouth is using its position in the DSL market to inhibit local voice competition in Florida, Commission action with respect to BellSouth's provisioning of DSL is appropriate.

Interrogatory No. 31: With respect to the statement in the Complaint that "the Commission should ensure that its policy decision is applicable to all competitive providers" is it your contention that any company that provides both telecommunications service and Broadband service should be required to provide Broadband service when a customer changes voice providers? If the answer to the foregoing Interrogatory is in the negative, state all facts and identify all documents that support this contention.

Response: No. It would be inappropriate to apply such a policy to all companies that provide telecommunications service and broadband service. Companies such as MCI do not have a monopoly in the local voice market and have no market power in the DSL market and therefore, unlike BellSouth, are not in a position to use DSL to prevent competition in the local voice market. Moreover, such a policy would require companies such as MCI to provide DSL service where they do not have collocation spaces and thus physically could not provide service.

Interrogatory No. 32: With respect to the allegations in Paragraph 12 of the Complaint, do you contend that the Commission's role is solely focused on the behavior of the incumbent local providers and that ALECs do not engage in behavior "that hampers the development of a competitive market"? If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.

Response: MCI does not contend that the Commission's role is solely focused on the behavior of ILECs. MCI also does not contend that CLECs could not, at least in theory, engage in behavior that hampers the development of a competitive market. In the event that the Commission determines that a CLEC has engaged in such conduct, it has the power to take appropriate action.

(Third Set)

Interrogatory No. 66: Referring to the rebuttal testimony of Mr. Joseph Gillan, page 18, lines 6-7, describe with particularity whether [MCI] has explored "partner[ing] with competing DSL providers." Also, describe with particularity when "partner[ing] with competing DSL providers. . .ma[kes] sense." State all facts and identify all documents that support your response.

Response: See response to Interrogatory No. 20. **[CONFIDENTIAL]**

[END CONFIDENTIAL]

DOCUMENT PRODUCTION REQUESTS

Request No. 1: Produce all documents identified in response to these interrogatories.

Response: With the exception of the additional documents identified in response to Second Interrogatory No. 7.i and Interrogatory No. 20.iv, MCI has already produced the identified documents to BellSouth in Georgia Docket No. 11901-U. MCI will make

documents that already have been produced available for inspection and copying, subject to the parties' protective agreement in this case, at a mutually convenient place and time.

As noted in response to Interrogatory No. 20.iv, MCI will produce the additional document identified in response to that interrogatory once it obtains necessary approval.

The document identified in Second Interrogatory No. 7.i is produced herewith.

Request No. 2: Produce all documents that refer or relate to any [retail] Broadband Service and DSL service that [MCI] provides to its customers in Florida.

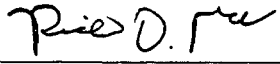
Response: MCI has already produced such documents to BellSouth in Georgia Docket No. 11901-U. MCI will make such documents available for inspection and copying, subject to the parties' protective agreement in this case, at a mutually convenient place and time.

Request No. 3: Produce all documents that refer or relate to any Broadband Service and DSL service that [MCI] provides to its customers in states [in the BellSouth region] other than Florida.

Response: MCI has already produced such documents to BellSouth in Georgia Docket No. 11901-U. MCI will make such documents available for inspection and copying, subject to the parties' protective agreement in this case, at a mutually convenient place and time.

SERVED this 2nd day of June, 2003.

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ATTORNEYS FOR MCI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Public (Redacted) Version of the foregoing was served by E-mail and U.S. Mail on the following this 2nd day of June, 2003:

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RESPONSE TO REQUEST TO PRODUCE NO. 1
AND INTERROGATORY SECOND NO. 7.i

**THESE ARE TERMS AND CONDITIONS OF YOUR DSL
INTERNET ACCESS. PLEASE READ THEM CAREFULLY.**

1. **AGREEMENT**

This agreement with MCI WORLDCOM Communications, Inc. ("MCI") governs your DSL Services (the "Agreement"). This Agreement incorporates the General Service Agreement, which can be found online at <http://www.mci.com/termsandrates> and which is included with your Welcome Kit. By using the DSL Service or DSL Equipment, you agree to be bound by the Agreement and to use the DSL Service in compliance with MCI's Acceptable Use Policy (which can be found at http://www.mci.com/global/terms/a_u_p). If you have purchased The Neighborhood HiSpeed with AOL, you will additionally be subject to AOL terms and conditions, including AOL's Terms of Service, to which you will need to separately agree before using the AOL service. MCI may revise this Agreement for DSL Services from time to time by posting the revisions to MCI's website at <http://www.mci.com/ResDSLTerms> at least 15 days in advance of the change, and such changes will be incorporated by reference into your Agreement. It is your responsibility to review the on-line terms and conditions. By continuing to use the DSL Service after revisions are posted, you agree to accept and abide by them.
2. **TERM**

The initial term of your DSL Service begins on your account billing start date (which will appear on your telephone bill) and continues for twelve months ("Term"). Your account billing start date is determined by MCI and is not dependent on whether or not you have completed installation or used the DSL Service. After the initial term, your DSL Service will be provided on a month-to-month basis.
3. **PAYMENT**

Your DSL Service is part of a bundled service. You will be billed on your telephone bill and utilize the payment method of your choice. Timing of payments and the result of late payment are as set out in the General Service Agreement. Your local and long distance services will not be disconnected for nonpayment of charges for DSL Service. However, MCI may suspend or cancel the DSL Service if charges are not paid.
4. **CHANGE IN PRODUCT**

You have purchased either The Neighborhood HiSpeed with AOL or The Neighborhood HiSpeed, either of which is a bundled product providing you unlimited local calling, unlimited domestic long distance calling and unlimited DSL use for a monthly fee. If you make changes to the long distance element of your bundled product, MCI may continue to provide service to you, but if it does, you will be charged a new product rate and a separate charge of \$59.99 for your DSL Service. (The allocated cost of your DSL Service included in your current bundled product is \$50.00.) If you change your local telephone company, your DSL Service will be cancelled, and you will be assessed the equipment charge of \$150.00. This equipment charge will be credited if you return the DSL Equipment, in good working condition, within 30

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days of cancellation.

Note that certain MCI Partner benefits, such as airline miles or video certificates, may not apply to the DSL portion of your bundled service.

5. CANCELLATION

You will be provided DSL Equipment at no cost. However, should you cancel this Agreement at any time during the Term, you will be assessed an equipment charge of \$150.00. If you return the DSL Equipment, in good working condition, to MCI within 30 days of cancellation of your account, you will be credited the \$150.00 charge. You must pay for shipping, except where not permitted by applicable law. Insurance is recommended. A letter will be sent to you following cancellation with the address for shipment, or you may use the following address: MCI, c/o DSL Returns Department, 3600 eCommerce Place, Orlando, FL, 32808.

Once you have accepted DSL Service, if you are dissatisfied with the Service in any way, your sole remedy is to cancel your account.

To cancel your account you must call 1-888-MCI-LOCAL.

MCI reserves the right to suspend or terminate the DSL Service to you, or to suspend or terminate any user ID, email address, URL or domain name used by you, in the event it is used in a manner which violates any law, regulation, tariff or the MCI Acceptable Use Policy or which endangers the MCI network, the DSL Service or the use and enjoyment of other users. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and may result in suspension or cancellation of the DSL Service. You agree to immediately notify MCI of any unauthorized use of your account and/or and breach or attempted breach of security of which you are aware.

DSL Service is for your home use only. You may not allow others to connect to your DSL Service and you may not resell your DSL Service. Any such actions will result in the immediate cancellation of your account.

6. DSL SERVICE

To receive DSL Service, DSL Service must be available to your location. You must also keep your telephone service active for the DSL Service to work. Your local phone company must be MCI for you to receive DSL Service.

MCI will use best efforts to provide the DSL Service. DSL Service is not always able to be provided. MCI shall have no liability for claims arising out of its failure or refusal to complete installation or provisioning of your DSL Service.

Your DSL Service is a best efforts service. The

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actual speed you experience may vary depending on several factors including customer location, destination on the Internet, traffic on the Internet, line quality, and other factors beyond MCI's control.

MCI may interrupt the DSL Service for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Also, your DSL Service may be interrupted in the normal course of business.

MCI reserves the right to apply commercially reasonable spam, fraud and abuse prevention methods to inbound and outbound e-mail.

If you have a home alarm system and DSL installed on the same telephone line, you may experience trouble with your alarm service. MCI suggests that you test your home alarm system once DSL is installed. You should check with your home alarm company for the test procedure. If your test reveals that your security system is not working, you will need to contact your home alarm company for assistance.

MCI MAKES NO WARRANTY THAT THE DSL SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE DSL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. MCI PROVIDES NO GUARANTEE WITH REGARD TO THROUGHPUT SPEEDS WITH THE DSL SERVICE.

MCI's liability for damages, including but not limited to damages in regards to interruptions of the DSL Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the DSL Service is affected. MCI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INCOME OR COST OF REPLACEMENT SERVICES.

MCI's liability for willful misconduct, if established as a result of judicial, administrative, or arbitration proceedings, is not limited by this Agreement.

7. DSL SERVICE REQUIREMENTS

Your computer must meet the following minimum requirements:

For PC:

- 133 MHz (or faster) Pentium-based processor (or equivalent)
- Windows 95b, Windows 98 and 98se, Windows MC, Windows NT (4.0 Workstation with Service Pack 3 or higher), or Windows 2000 (no server versions of NT 4 or Windows 2000 are supported)
- 32 MB RAM
- 25 MB of available hard disk space

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- Installed CD-ROM drive
- All machines should have an installed, functional 10BaseT or better Ethernet interface
- Operating System CD
- Web browser (For The Neighborhood HiSpeed with AOL: Microsoft Internet Explorer 5.0 or higher)(For The Neighborhood HiSpeed: Microsoft Internet Explorer 5.0 or higher or Netscape Navigator 4.7 or higher) and e-mail client (For The Neighborhood HiSpeed: Outlook Express, Netscape Communicator or Eudora)

For Macintosh:

- PowerPC or faster processor
- Mac OS 8 through Mac OS 9.1
- Open Transport 1.1.1 enabled
- 32 MB RAM
- 25 MB of available hard disk space
- Installed CD-ROM drive
- All machines should have an installed, functional 10BaseT or better Ethernet interface
- Operating System CD
- Web browser (For The Neighborhood HiSpeed with AOL: Microsoft Internet Explorer 5.0 or higher)(For The Neighborhood HiSpeed: Microsoft Internet Explorer 5.0 or higher or Netscape Navigator 4.7 or higher) and e-mail client (For The Neighborhood HiSpeed: Outlook Express, Netscape Communicator or Eudora)

8. DSL EQUIPMENT AND INSTALLATION

You will be provided with DSL Equipment, which will be subject to additional terms and conditions. If the DSL Equipment does not work, and DSL Service is otherwise available to you, you must contact MCI at the following toll free numbers:
The Neighborhood HiSpeed with AOL - 1-800-888-0093
The Neighborhood HiSpeed - 1-800-888-8100

New DSL Equipment will be sent to you and a shipping label will be included. If you do not return the damaged DSL Equipment within 30 days of the date on your new DSL Equipment welcome letter, you will be assessed an equipment charge of \$150.00.

The installation, use, inspection, maintenance, repair and removal of the DSL Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. You are solely liable for impacts to or loss of any warranty associated with the opening of your computer for installation of the DSL modem.

This is a self-installation product. If you are unable to install the DSL Equipment, MCI will provide

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installation service at an additional charge.

MCI DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION OF THE DSL EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE DSL SERVICE, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. MCI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE DSL EQUIPMENT OR DSL SERVICES BECAUSE OF YOUR INSTALLATION. THIS LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT.

9. ACCOUNT, PASSWORD AND SECURITY
You will receive a user name, password and account designation. You are solely responsible for use of your DSL Service. Keep your password confidential. You must notify MCI immediately upon discovering any unauthorized use of your account.

You will be allocated a dynamic IP address. MCI reserves the right to timeout inactive connections.

10. CREDITS
To be eligible for Service outage credits, you must report an outage within 30 business days of the incident with a request for credit. For any given month, the maximum credit available to you is an amount equal to the allocated cost for the DSL portion of your plan fee.
11. CONTENT DISCLAIMER
Use of the DSL Service may involve access to the Internet, including information and services provided thereon. MCI specifically denies any responsibility for the accuracy or quality of data, information, images, audio and video ("Content") obtained on the Internet and or through MCI's network, your equipment, facilities or systems. You assume total risk and responsibility for any and all access to the Internet or use, alteration or transport of any Content or information thereon.
12. MONITORING
MCI has no obligation to monitor the DSL Services or your email or web space but may do so and disclose information regarding use of the services for any reason if MCI, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests, operate the service properly, or protect itself and its users. MCI may immediately remove your material or information from the servers, in whole or in part, which MCI, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.
13. PRIVACY POLICY
MCI will treat your personal information in accordance with our current Privacy Policy, which may be found at <http://global.mci.com/legal/privacy>. You agree to the terms of the Privacy Policy, which describes MCI's use and disclosure of information about your account and your use of the DSL Service. You

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consent to MCI providing personally identifiable information, as defined in the Privacy Policy, to partners or vendors necessary to the provisioning or service of your bundled product.

14. INDEMNIFICATION

You agree to defend, indemnify and hold harmless MCI from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from (a) any violation of applicable laws, regulations, tariff or this Agreement by you (or anyone who uses your account, with or without your permission); (b) the use of the DSL Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or anyone who uses your account, with or without your permission); (c) negligent or intentional acts, errors or omissions by you (or anyone who uses your account, with or without your permission); (d) injuries to or death of any person and damages to or loss of any property, which may in any way arise out of or result from your obligations under this Agreement or your use of the DSL Service or the Internet, except to the extent that such liabilities arise from the willful misconduct of MCI; or (e) claims for infringement of any intellectual property rights arising from your use of the DSL Service or the Internet.

15. ARBITRATION

You consent to arbitration in accordance with the arbitration provisions contained in the General Services Agreement. Any dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. You agree that you may not bring any dispute or claim as a class action or as a private attorney general, and you agree not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the DSL Services.

16. CHOICE OF LAW

This Agreement is governed by and construed under the laws of the State of New York and applicable federal law, without regard to choice of law principles.

17. NO CHANGES

You may not modify or assign this Agreement. MCI may assign this Agreement in its sole discretion.

18. SEVERABILITY

If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

IF YOU ARE PURCHASING THE NEIGHBORHOOD HISPEED, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY:

Your DSL Service includes:

1. DSL access on a single telephone number
2. DSL Modem and Installation Kit
3. Up to 8 Email addresses

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Cancellation of your DSL Service will result in the cancellation of email service and the deletion of all files stored in or for your account.

Email accounts exceeding 10MB in size may be inactivated until you reduce the size of the mail being stored.

IF YOU ARE PURCHASING THE NEIGHBORHOOD HISPEED WITH AOL, YOU MUST AGREE TO ADDITIONAL TERMS AND CONDITIONS REQUIRED BY AOL. YOU WILL NEED TO PROVIDE AN AOL APPROVED BILLING METHOD TO AOL FOR PURCHASE OF SERVICES NOT INCLUDED IN THE NEIGHBORHOOD HISPEED WITH AOL.

The Neighborhood HiSpeed with AOL includes:

4. DSL access on a single telephone number
5. DSL Modem and Installation Kit
6. AOL Account
7. Up to 7 Email addresses
8. Personal web space - 12 MB per Email address
9. 5 hours of dial-up service per month (if you exceed the 5 hours, AOL will charge you via your approved AOL billing method at a rate of \$2.95 per minute)

NOTE: If you have The Neighborhood HiSpeed with AOL and cancel local service with MCI or disconnect MCI DSL Service, your AOL membership will automatically continue pursuant to AOL's Terms of Service, to which you will need to separately agree before using the AOL service. MCI will not continue to bill you for this AOL account. If you do not cancel your AOL account directly with AOL, AOL will use your billing method on file to bill you at the then current monthly rate for unlimited access to the AOL service.