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July 1, 2003

VIA FEDERAL EXPRESS

030296-TP

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Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Petition by AT&T Communications of the Southern States, LLC
And TCG South Florida for Arbitration of Interconnection
Agreement with Sprint-Florida, Incorporated Under the
Telecommunications Act of 1996
Docket No.: ~~030396-TP~~

Dear Mrs. Bayo:

Please find enclosed for filing in your office the original and fifteen (15) copies of AT&T Communications of the Southern States, LLC and TCG of South Florida (collectively "AT&T") Objections to Sprint-Florida, Incorporated's 1st Set of Interrogatories.

Please stamp two (2) copies of Objections in the usual manner and return to us via our courier.

If you have any questions, please do not hesitate to contact me at 404-888-7437.

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Sincerely yours,

Loretta A. Cecil

Loretta A. Cecil

Enclosure(s)

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ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for Arbitration of)
Unresolved Issues Resulting From) Docket No.: 030296-TP
Negotiations with Sprint-Florida,)
Inc. for Interconnection Agreement,)
By AT&T Communications of the) Filed: July 1, 2003
Southern States, LLC d/b/a AT&T)
And TCG South Florida)

AT&T OBJECTIONS TO SPRINT-FLORIDA INC.'S

FIRST SET OF INTERROGATORIES

AT&T Communications of the Southern States, Inc. and TCG South Florida ("AT&T"), pursuant to Rules 25-22.034 and 25-22.035, Florida Administrative Code and Rules 1.340 and 1.280(b), Florida Rules of Civil Procedure, hereby submit the following Objections to Sprint-Florida, Incorporated's ("Sprint") First Set of Interrogatories to AT&T ("Interrogatories").

I. OVERVIEW.

1. These AT&T Objectives are preliminary in nature and are made for the purpose of complying with the five (5) day requirement set forth in Order No. PSC-03-0692-PCO-TP issued by the Florida Public Service Commission ("Commission") in this proceeding on June 9, 2003. Should additional grounds for Objections be discovered as AT&T prepares its responses any Interrogatories, AT&T reserves the right to supplement, revise, or modify these Objections at the time that AT&T provides its responses to the Interrogatories.

2. Section 90.506, Florida Statutes, provides that a person or

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company has a privilege to refuse to disclose a trade secret. The scope of trade secret includes proprietary business information that would be commercially valuable to Sprint. In one form or another, Sprint has sought such information in practically every Interrogatory. Discovery of such information is improper except as provided in Section 90.506, Florida Statutes. To the extent Sprint continues to seek such information, AT&T will move the Commission to issue a protective order pursuant to Rule 1.280(c)(7), Florida Rules of Civil Procedure, directing that discovery not be had.

II. GENERAL OBJECTIONS.

AT&T makes the following general Objections to the Interrogatories which will be incorporated by reference into AT&T's specific responses, where provided, when AT&T responds to the Interrogatories.

1. AT&T objects to the following provisions of the "Definitions" section of the Interrogatories:

Paragraph 1: AT&T objects to the Definitions of "you" and "your" to the extent that such Definitions seek to impose an obligation on AT&T to respond on behalf of subsidiaries, affiliates, or other persons which are not parties to this proceeding on the grounds that such Definition is overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules. Without waiving this general Objection, and subject to other general and specific Objections, where provided, responses will be provided on behalf of AT&T Communications of the Southern States, LLC

and TCG South Florida which are the certificated carriers authorized to provide regulated telecommunications services in Florida, and which are parties to this proceeding, relative, however, only to their intrastate operations in Florida.

2. AT&T objects to the following provisions of the "Instructions" section of the Interrogatories:

Paragraph 7: AT&T objects to Sprint's Instruction requiring AT&T to provide information which relates ". . . to AT&T's and Sprint's operations in all states served by AT&T. . . and where a response to an Interrogatory is true for, or reflects AT&T's position on a region-wide basis, Sprint requests that AT&T so indicate in the response. . . ." on the basis that it is overly broad, unduly burdensome, oppressive, irrelevant, and not permitted by applicable discovery rules. Without waiving this general Objection, and subject to other general and specific Objections, where provided, responses will be provided on behalf of AT&T Communications of the Southern States, LLC and TCG South Florida which are the certificated carriers authorized to provide regulated telecommunications services in Florida and which are Parties to this proceeding, relative, however, only to their intrastate operations in Florida.

3. AT&T objects to each and every Interrogatory and Instruction to the extent that such Interrogatory or Instruction calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. AT&T objects to each and every Interrogatory 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 Interrogatories. Where provided, responses provided by AT&T to Sprint's Interrogatories will be provided subject to, and without waiving, this general Objection.

5. AT&T objects to each and every Interrogatory 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 proceeding.

6. AT&T objects to Sprint's Definitions, Instructions, and Interrogatories to the extent they seek to impose obligations on AT&T which exceed the requirements of the Florida Rules of Civil Procedure or Florida law.

7. AT&T objects to responding to any Interrogatory to the extent such Interrogatory seeks responsive information already is in the public domain, or otherwise on record with the Commission or the Federal Communications Commission ("FCC").

8. AT&T objects to each Definition, Instruction, or Interrogatory to which is unduly burdensome, expensive, oppressive, or excessively time consuming for response thereto as written.

9. AT&T objects to each Interrogatory to the extent such Interrogatory seeks responsive information which constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the

extent any Interrogatory seeks proprietary business information which is not subject to a "trade secrets" privilege, and AT&T makes such responsive information available to Sprint, AT&T only will make responsive information available to counsel for Sprint pursuant to an appropriate Protective Agreement, and subject to any requirements of the Commission relative to protecting such proprietary business information.

10. AT&T is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, AT&T creates numerous documents that are not subject to either Commission or FCC retention of records requirements. These documents are kept in numerous locations and are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is impossible for AT&T to affirm that every responsive document in existence has been provided in response to an Interrogatory. Instead, where provided, AT&T's responses will provide all of the information obtained by AT&T after a reasonable and diligent search conducted in connection the Interrogatory. Such search will include only a review of those files that are reasonably expected to contain the requested information. To the extent that the discovery request purports to require more, AT&T objects on the ground that compliance would be unduly burdensome.

III. SPECIFIC OBJECTIONS TO INTERROGATORIES.

Subject to, and without waiving any of the foregoing general Objections, AT&T makes the following specific Objections with respect to the

following Interrogatories:

INTERROGATORY 3: Does AT&T provide services in Florida that utilize VOIP for calls within a Local Calling Area (“LCA”)? If so, please describe the service and provide the commercial name for the service.

OBJECTION: AT&T objects to this Interrogatory on the grounds that the request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Moreover, the request is overly broad, oppressive, and seeks information that is subject to the trade secrets privilege and that is beyond the scope of this proceeding.

With respect to the scope of this proceeding, in the June 19, 2003 testimony of David L. Talbott filed on behalf of AT&T in this proceeding (“Talbot Testimony”), AT&T set forth its position that determining compensation for Voice Over Internet Protocol (“VOIP”) calls is not an appropriate issue to be decided in this proceeding.¹ As AT&T described in the Talbot Testimony, in Docket No. 000075-TP,² the Commission previously determined that compensation regarding VOIP traffic was not “ripe” for consideration.³ Subsequent to the Commission’s Order in Docket No. 000075-TP, on October 18, 2002, AT&T filed with FCC its “Petition For Declaratory Ruling That Phone-To-Phone IP Telephony Services Are Exempt

¹ Talbot Testimony at Pages 64-71.

² *In Re: Investigation into Appropriate Methods to Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Florida PSC Docket No. 000075-TP, FL PSC Order PSC-02-1248-FOF-TP, September 10, 2002, at Page 37 (“*Florida Reciprocal Compensation Order*”).

³ *Id.* at Page 37.

From Access Charges.”⁴ Recognizing the pendency of *AT&T’s FCC VOIP Petition*, on December 31, 2002 in Docket No. 0216061-TP,⁵ the Commission declined to address whether Phone-To-Phone IP telephony services constitute “telecommunications” under Florida law, noting that the “. . . the FCC currently considering a similar matter.”⁶ In such Order, the Commission also specifically found that “. . . it would be administratively inefficient” to make such a determination while this FCC proceeding was underway.”⁷

Additionally, as AT&T indicated in Talbott’s Testimony, Sprint is fully engaged in *AT&T’s FCC VOIP Petition*, having filed Comments with the FCC on December 18, 2002, Reply Comments on January 24, 2003, and an Exparte Presentation on March 13, 2003. In its Comments, Sprint indicated that it “. . . agree[d] with AT&T that there was a pressing need for the [FCC] to clarify whether Phone-To-Phone VOIP traffic should be subject to or exempt from access charges.”⁸ Moreover, in urging the FCC to so rule, Sprint specifically brought to the FCC’s attention that this Commission had dismissed CNM’s Petition. Sprint stated:

⁴ *In the Matter of Petition for Declaratory Ruling That AT&T’s Phone-To-Phone IP Telephony Services Are Exempt From Access Charges*; WC Docket No. 02-361 (“*AT&T FCC VOIP Petition*”).

⁵ *In Re: Petition of CNM Networks, Inc. for Declaratory Statement that CNM’s Phone-To-Phone Internet Protocol (IP) Technology Is Not “Telecommunications” and that CNM Is Not a “Telecommunications Company” Subject to Florida Public Service Commission Jurisdiction*, FL PSC Docket No. 021061-TP, FL PSG Order PSC-02-1858-FOF-TP, December 31, 2002, at Page 1 (*Florida CNM Networks, Inc. Order*).

⁶ *Florida CNM Networks, Inc. Order* at Page 3.

⁷ *Id.*

On December 17, 2002, the Florida PSC dismissed a petition filed by CNM Networks, Inc. for a declaratory statement that Phone-To-Phone IP telephony is not telecommunications (PSC Docket No. 0216061-TP). The PSC cited, among other factors, the instant proceeding before the FCC as a reason to defer action at the state level at this time. Thus, it is clear that at least some state PUC's expect the FCC to assume a leadership role in this matter and clarify this *national policy*.⁹

Accordingly, because (1) Sprint is engaged in the current FCC proceeding dealing with VOIP traffic; (2) Sprint agrees that the FCC should decide compensation for VOIP as a matter of *national policy*, and (3) it is highly unlikely that the Commission will "overrule" itself and decide what compensation, if any, is appropriate for VOIP traffic only six (6) months after issuing its *Florida CNM Networks, Inc. Order*, AT&T objects to any Interrogatories dealing with VOIP calls because responding to such Interrogatories will not provide the Commission with relevant information regarding compensation for VOIP calls. In this respect, even if AT&T were capable of providing such information, AT&T's information would be that of only one ALEC operating in Florida, thus providing the Commission with incomplete information regarding an issue which the Commission already has determined will have industry-wide ramifications.¹⁰

INTERROGATORY 4: Does AT&T provide services in Florida that

⁸ *AT&T FCC VOIP Petition*, Sprint Comments at Page 9.

⁹ *Id.* at Pages 9-10 [emphasis added].

¹⁰ *Florida CNM Networks, Inc. Order* at Page 3.

utilize VOIP for calls that terminate outside a given LCA but within the state of Florida? If so, please describe the service and provide the commercial name for the service.

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 5: For each of the above two services, provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of VOIP service provided or forecasted in 2002? 2003? 2004? 2005?

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 6: For services provided in Florida, has AT&T ever paid something other than originating access charges for Phone-to-Phone VOIP calls that would traditionally be considered toll calls? If so, please describe what AT&T paid, e.g., reciprocal compensation, and provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of traffic for which AT&T did not pay originating access?

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 7: For services provided in Florida, has AT&T ever paid something other than terminating access charges for Phone-to-Phone VOIP calls that would traditionally be considered toll calls? If so,

please describe what AT&T paid, e.g., reciprocal compensation, and provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of traffic for which AT&T did not pay terminating access?

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 8: Does AT&T provide IP Centrex or IP PEX service to end users in Florida? If so, please provide the commercial name for the service.

OBJECTION: Same objection as Interrogatory 3.

INTERROGATORY 9: Relative to question 8, does AT&T allow its IP Centrex or IP PBX end users to make what would traditionally be considered toll calls? If so, does AT&T pay something other than terminating access for any or all of the calls? If so, please describe what AT&T pays and provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of traffic for which AT&T does not pay terminating access.

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 10: For services provided in Florida, does AT&T utilize VOIP for 800 service? • If so, does AT&T pay anything other than traditional access for the origination and termination of 800 calls? Please

describe and provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of traffic for which AT&T does not pay access.

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 11: For services provided in Florida, does AT&T utilize VOIP for prepaid card service? If so, does AT&T pay anything other than traditional access for the origination and termination of calls made with the prepaid cards? Please describe and provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of traffic for which AT&T does not pay access.

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 12: For services provided in Florida, has AT&T ever terminated VOIP traffic that would traditionally be considered toll traffic over interconnection trunks? If so, please provide an approximation of the number of MOU or other relevant measurement that quantifies the amount of traffic terminated in this manner.

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 13: When an AT&T POTS presubscribed customer places a 1+ call from 352-742-XXXX (Sprint's Leesburg Exchange) to 407-628-XXXX (Sprints Winter Park Exchange) Sprint would hand off the

call to AT&T by existing AT&T trunks in the Leesburg DMS 100 or the Ocala DMS 200 switches, which have connectivity to the AT&T POP in Ocala. How does AT&T route the call and where does AT&T hand off the call to Sprint for termination? Identify each switch utilized to route the call and identify as either circuit, internet protocol packet or other, between the points where Sprint hands the call off to AT&T and AT&T passes the call back to Sprint for termination of the call to the end user customer. Please provide a simplified block diagram of the network specific switches and interconnecting trunk groups used to complete the call between the specified NPAs and NXXs. Show for both first choice and second (alternate) routing.

OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 14: If a packet switch is used in the above example, please specify the type protocol, e.g., TDM or VoIP, transported for each trunk group used between and including the trunks between Sprint and AT&T?

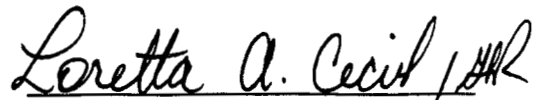
OBJECTION: Same Objection as for Interrogatory 3.

INTERROGATORY 15: If an internet protocol packet switch is not used in the above specific example, please provide a specific intrastate call example, including the originating and terminating area codes and NXXs, of where AT&T uses VOIP in its network within Sprint's local service area.

Please provide a simplified block diagram of the network specific switches and interconnecting trunk groups used to complete the call between the specified NPAs and NXXs. Please identify the type protocol, e.g., TDM or VOIP (other?), for each trunk group used between and including the trunks between Sprint and AT&T?

OBJECTION: Same Objection as for Interrogatory 3.

Respectfully submitted this 1st day of July, 2003.



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Attorney for:
AT&T Communications of the
Southern States and
TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030296-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served electronically and U.S. Mail this 1st day of July, 2003 to the following:

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& TCG South Florida
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