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August 29, 2003

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VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket No. 030296-TP

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of the Sprint-Florida, Incorporated's Second Motion to Compel and Incorporated Response to Renewed Motion for Protective Order and Motion in Limine. We are also submitting the Motion on a 3.5" high-density diskette using Microsoft Word 98 format, Rich Text.

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

Thank you for your assistance in this matter.

Sincerely,

J. Jeffry Wahlen

Enclosures

cc: All Parties of Record

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ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of unresolved issues resulting from negotiations with Sprint-Florida, Incorporated for interconnection agreement, by AT&T Communications of the Southern States, LLC d/b/a AT&T and TCG South Florida

DOCKET NO. 030296-TP
FILED: August 29, 2003

SPRINT-FLORIDA, INCORPORATED'S SECOND MOTION TO COMPEL AND INCORPORATED RESPONSE TO RENEWED MOTION FOR PROTECTIVE ORDER AND MOTION IN LIMINE

In accordance with Rule 28-106.206, Florida Administrative Code, and Florida Rule of Civil Procedure 1.380(a), Sprint-Florida, Incorporated ("Sprint" or the "Company") requests that the Florida Public Service Commission ("FPSC" or "Commission") or the prehearing officer enter an order compelling AT&T Communications of the Southern States, Inc. and TCG South Florida ("AT&T") to fully answer Interrogatory Nos. 19, 20, 22, 23, 24 and 28 in Sprint's Second Set of Interrogatories to AT&T.

Procedural Background

1. AT&T filed its Petition for Arbitration of Interconnection Agreement with the Commission on March 24, 2003 ("Petition"). AT&T's Petition included "a matrix of the unresolved issues and the respective positions of each party regarding for which AT&T seeks arbitration. (Attachment B.)" [Petition at 1 (¶ 1)]

2. AT&T's matrix identified the following issue as Issue No. 7:

Voice Over Internet Protocol

What is the appropriate compensation for traffic exchanged between the Parties that originates or terminates to Enhanced Service Providers, including those providing Internet protocol

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(VOIP) telephony? (Network Interconnection, Part E, Section 4.1.2)

[*Petition*, Attachment B, page 3 of 6.]

3. This issue was later identified by the Commission as Issue No. 7 to be decided in this case. See *Order Establishing Procedure*, Docket No. 030296-TP, PSC No. 0692-PCO-TP (June 9, 2003).

4. Sprint served its Second Set of Interrogatories (Nos. 18-28) to AT&T on August 19, 2003. Interrogatory Nos. 19, 20, 22, 23, 24 and 28 all seek information about AT&T's use of VOIP in the State of Florida.

5. AT&T served its preliminary objections to Sprint's Second Set of Interrogatories on August 25, 2003. Therein, AT&T indicated its intent to object to Interrogatory Nos. 19, 20, 22, 23, 24 and 28 on grounds that the interrogatories requested information that is beyond the scope of discovery in this case, *i.e.*, "seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence." In addition, AT&T asserted that Sprint's interrogatories are "overbroad, oppressive" and seek privileged trade secrets." A copy of AT&T's preliminary objections, which recite Interrogatory Nos. 19, 20, 22, 23, 24 and 28 and AT&T's objections thereto, is attached hereto as Exhibit One.

6. AT&T's Preliminary Objections also renewed its Motion for Protective Order and Motion in Limine, dated July 22, 2003. Sprint hereby restates its Response to AT&T's Motion for Protective Order and Motion in Limine, dated July 28, 2003 ("Response"), and incorporates that Response herein by reference.

7. In accordance with Rule 28-106.204(3), Florida Administrative Code, the undersigned counsel has conferred with counsel for AT&T in an attempt to resolve the matters herein, but was unable to resolve those matters. AT&T should be compelled to answer Interrogatory Nos. 19, 20, 22, 23, 24 and 28 for the reasons explained below.

Legal Argument

8. AT&T asserts that Interrogatory Nos. 19, 20, 22, 23, 24 and 28 ("Interrogatories") are beyond the scope of discovery because it is AT&T's position that this Commission should not decide the substance of Issue No. 7, but instead should abstain from deciding Issue No. 7 until the FCC takes action.

9. The Interrogatories seek information relating to a central issue that both FPSC and AT&T have identified to be resolved; specifically, the appropriate compensation for traffic exchanged between the Parties that originates or terminates to Enhanced Service Providers, including those providing Internet Protocol (VOIP) telephony. *See Order Establishing Procedure*, Docket No. 030296-TP, PSC No. 0692-PCO-TP (June 9, 2003) at page 7; *see also Petition*, Attachment B, page 3 of 6. The fact that AT&T would like the FPSC to abstain from deciding the question does not preclude Sprint from conducting discovery on what is "reasonably calculated to lead to admissible evidence" on an issue specifically identified to be decided in this case.

10. Rule 1.280(b)(1) of the Florida Rules of Civil Procedure defines the scope of discovery in civil cases:

In General. Parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of the other party.... It is not ground for objection

that the information sought will be inadmissible at the trial if the information sought appears to be reasonably calculated to lead to the discovery of admissible evidence.

11. The concept of relevancy in civil cases is broader in the discovery context than in the trial context and a party may be permitted to discover evidence that would be inadmissible at trial, if it would lead to the discovery of relevant evidence. Allstate Insurance Co. v. Langston, 655 So.2d 91 (Fla. 1995).

12. AT&T has not denied that VOIP is an issue in this case. Rather, it has unilaterally refused to respond to discovery that it believes is unnecessary to the resolution of Issue 7 if the Commission decides Issue 7 **in the way AT&T wants it to be resolved**. However, the Florida Rules of Civil Procedure do not allow a party to resist discovery requests because the requests seek information that would harm that party or are inconsistent with that party's theory of the case. Rather, the Florida Rules of Civil Procedure allow each party to discover facts and information to support their theory of the case and to support their claims and defenses. In addition, in this case, notwithstanding its position on abstention, AT&T has filed rebuttal testimony on the merits of Issue No. 7, but refuses to answer interrogatories that would allow Sprint to quantify the financial impact of VIOP and to test the assertions made by AT&T in its testimony.

13. Florida courts have consistently rejected objections like AT&T's and have compelled discovery. See, e.g., Behm v. Cape Lumber Co., 834 So.2d 285 (Fla. 2d DCA 2003) (reversing trial court's refusal to allow homeowners to conduct discovery essential to their defenses); Balas v. Ruzzo, 703 So.2d 1076 (Fla. 5th DCA 1997)

(finding that evidence of plaintiffs' past prostitution and their revenues relating to such activities was discoverable given that plaintiffs had brought a claim for coercion of prostitution); Lakeside Regent, Inc. v. FDIC, 660 So.2d 368 (Fla. 4th DCA 1995) (reversing the trial court's refusal to allow defendant the right to discovery that would support its defense); Davich v. Norman Bros. Nissan, Inc., 739 So.2d 138 (Fla. 5th DCA 1999) (in an action by a car buyer against the manufacturer and dealer for conspiracy to conceal acid rain damage to his car, the car buyer was permitted to conduct discovery on all documentation pertaining to the sale of vehicles because the discovery would lend "possible support for his actions under FDUTPA and for fraud and deceit.").

14. For example, in Lakeside Regent, FDIC brought suit against Lakeside for a deficiency judgment to collect the difference between the \$1,000.00 proceeds from a foreclosure sale and the amount secured by judgment against Lakeside, approximately \$6.6 million dollars. Lakeside attempted to conduct discovery to support his theory that the foreclosure sale was improper, but the trial court refused to allow the discovery and awarded FDIC summary judgment for the deficiency judgment. Lakeside Regent, 660 So.2d at 369. On appeal, the Fourth DCA reversed, finding that the information sought in discovery was "directly relevant to the issues before the court and, therefore, clearly within the proper scope of discovery." Id. at 370.

15. Similarly, in Behm v. Cape Lumber Co., 834 So.2d 285 (Fla. 2d DCA 2003), the court rejected the lumberyard's refusal to respond to the homeowners' discovery that related to payments the lumberyard received from or on behalf of certain builders and whether the payments were properly credited, because the information was directly related to the homeowner's claim that the lumberyard had been paid

Behm, 834 So.2d at 287. The Second DCA found that “by denying their discovery requests, the trial court precluded [the homeowners] from establishing that [the lumberyard] had been paid but had failed to give credit for the payments,” a defense essential to defending the lawsuit. Id.

16. In addition, the Commission has consistently recognized the broad standard of relevancy inherent in Rule 1.280(b)(1). See, e.g., *In re: Request for arbitration concerning complaint of BellSouth Telecommunications, Inc. against Supra Telecommunications and Information Systems, Inc. for resolution of billing disputes*, Order No. PSC-02-0274-PCO-TP; *In re Request for arbitration concerning complaint of TCG South Florida and Teleport Communications Group against BellSouth Telecommunications, Inc. for breach of terms of interconnection agreement*, Order No. PSC-01-1300-PCO-TP.

17. The Telecommunications Act of 1996 (“Act”) does not allow AT&T to unilaterally decide the issues to be arbitrated or how those issues should be decided. Rather, Section 252 (b)(2) of the Act requires that an arbitration petition identify: “(i) the unresolved issues, (ii) the position of the parties with respect to those issues, and (iii) any other issue discussed and resolved by the parties.” Moreover, once the issues have been identified, the Commission has a duty to resolve, not abstain, from deciding the issues presented. See Section 252(b)(4)(C) (“The State Commission SHALL resolve each issue set forth in the Petition and the response.”) (emphasis added). Having complied with the Act by including Issue No. 7 in its Petition, the Commission must decide that issue and AT&T must respond to Interrogatory Nos. 3-15, because they are within the scope of discovery in this case.

18. Stated another way, AT&T cannot sustain an objection to discovery based on its desire to have FPSC refrain from deciding the VOIP issue. AT&T has asserted in its Petition that the VOIP question is an issue to be decided in this case, and irrespective of what AT&T would like the FPSC to ultimately decide, Sprint has every right to conduct discovery on this issue. See, e.g., Balas v. Ruzzo, 703 So.2d at 1077 (after bringing forth allegations of coercion of prostitution and other such claims, plaintiffs could not avoid responding to discovery relating to their past prostitution behavior). Accordingly, the FPSC should compel AT&T to respond to the Interrogatories.

19. The information sought by Sprint in its discovery requests directly relates to Sprint's position that, contrary to AT&T's assertion, the Commission should not defer resolution of the VoIP issue because it has a significant impact on the intercarrier compensation applicable to the parties under the interconnection agreement that is the subject of the arbitration. This information is clearly within the scope of discovery in this case.

20. AT&T's objections that the Interrogatories are overbroad, oppressive and seek trade secrets are without merit. A party objecting to discovery because it is "burdensome" or "overly broad" must quantify the manner in which the discovery is "burdensome" or "overly broad," First City Developments of Florida, Inc. v. Hallmark of Hollywood Condominium Ass'n, Inc., 545 So. 2d 502, 503 (Fla. 4th DCA 1989), and AT&T has failed to do so. Moreover, other than generally asserting a "trade secrets" privilege, AT&T has done nothing to "describe the nature of the documents, communications or things not produced or disclosed in a manner that, without revealing information itself

privileged or protected, will enable other parties to assess the applicability of the privilege or protection" as required by Florida Rule of Civil Procedure 1.280(b)(5). See TIG Ins. Corp. of America v. Johnson, 799 So. 2d 339 (Fla. 4th DCA 2001). Accordingly, AT&T's bare objections regarding burden, breadth and trade secrets should be rejected, and AT&T should be compelled to fully answer Interrogatory Nos. 19, 20, 22, 23, 24 and 28.

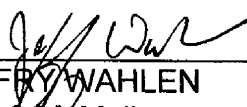
DATED this 19th day of August, 2003.

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ATTORNEYS FOR SPRINT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 29th day of August, 2003, to the following:

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Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

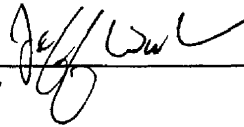
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August 25, 2003

VIA FEDERAL EXPRESS

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.: 030296-TP

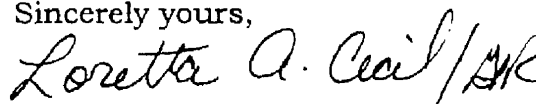
Dear Mrs. Bayo:

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 Second Set of Interrogatories (Nos. 18-28), AT&T's Renewed Motion for Protective Order, and AT&T's Renewed Motion in Limine Regarding Compensation for VOIP Traffic.

Please stamp two (2) copies of the Objections and Renewed Motions 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.

Sincerely yours,



Loretta A. Cecil

Enclosure(s)



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FPSC-CONSUMER AFFAIRS

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: August 25, 2003
Southern States, LLC d/b/a AT&T)
And TCG South Florida)

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

SECOND SET OF INTERROGATORIES (Nos. 18-28) AND

AT&T'S RENEWED MOTION FOR PROTECTIVE ORDER AND

AT&T'S RENEWED MOTION IN LIMINE REGARDING

COMPENSATION FOR VOIP TRAFFIC

AT&T Communications of the Southern States, LLC and TCG South Florida ("AT&T"), pursuant to Rules 25-22.034, 25-22.035, 28-106.204, and 28-106.303, Florida Administrative Code and Rules 1.280(c), Florida Rules of Civil Procedure, hereby (1) submit the following Objections to Sprint-Florida, Incorporated's ("Sprint") Second Set of Interrogatories (Nos. 18-28) to AT&T ("Interrogatories"); (2) renews AT&T's prior Motion for Protective Order and requests that the Florida Public Service Commission ("Commission") enter a Protective Order finding that AT&T is not required to answer these Second Set of Interrogatories (Nos. 19, 20, 22, 23, 24, and 28); and (3) renews AT&T's prior Motion in Limine requesting that the Commission issue an order determining that compensation for Voice Over Internet Protocol ("VOIP") traffic is not appropriate issue in this proceeding.

I. OVERVIEW.

1. 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 Commission in this proceeding on June 9, 2003 and Order No. PSC-03-0920-PCO-TP issued on August 11, 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 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 many of its Interrogatories. 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 19: Provide the names of all telecommunications companies (including CLECs affiliated with AT&T) operating in Sprint-Florida's territory with which AT&T has an agreement or arrangement to transport, in whole or in part, phone to phone VOIP services over the CLEC's facilities.

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 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 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 Talbot's Testimony, Sprint is fully

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.

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 PSC 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.

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:

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

⁷ *Id.*

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

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 CLEC 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

Moreover, in response to Sprint's Motion to Compel regarding prior VOIP discovery, on July 22, 2003, AT&T filed its Response to Sprint's Motion to Compel, Motion for Protective Order and Motion in Limine Regarding Compensation for VOIP Traffic ("AT&T's VOIP Motions"). Oral argument regarding AT&T's VOIP Motions was heard by the Presiding Officer on July 24, 2003, and the Presiding Officer currently has AT&T's VOIP Motions under consideration. Pending a determination by the Presiding Officer, AT&T should not be required to respond to additional VOIP discovery from Sprint. Accordingly, AT&T hereby renews and incorporates herein AT&T's Motion For Protective Order and Motion in Limine relative to Interrogatories Nos. 19, 20, 22, 23, 24, and 28.

INTERROGATORY 20: For each of the years 2001, 2002 and 2003, please provide:

- (a) The number of 1+ dialed calls that AT&T or any of its affiliates or agents terminated over access facilities or trunks for delivery to end users located in Sprint-Florida's territory. Please also provide the aggregate number of minutes of use associated with such calls; and
- (b) The number of phone to phone VOIP 1+ dialed calls that AT&T

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

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

or any of its affiliates or agents terminated over local facilities or trunks for delivery to end users located in Sprint-Florida's territory. Please also provide the aggregate number of minutes of use associated with such calls.

OBJECTION: Same Objection as for Interrogatory 19.

INTERROGATORY 22: Referring to page 19 of AT&T's Petition at the FCC in WC Docket No. 02-361, AT&T states that the "balance of the traffic that uses this IP transmission arrangement consists of both interstate and intrastate 'phone-to-phone IP telephony service' within the *Universal Service Report's* definition of that term. Where technically feasible, AT&T passes the Calling Party Number ("CPN") on both types of traffic."

- (a) In what circumstances is it technically feasible for AT&T to pass CPN on phone to phone IP telephony service to Sprint-Florida?
- (b) In what circumstance is it not technically feasible for AT&T to pass CPN on phone to phone IP telephony service to Sprint-Florida?
- (c) What is the percentage of phone to phone IP telephony calls delivered by AT&T or its affiliates to Sprint-Florida where CPN is passed and the percentage of calls where CPN is not passed? Please respond in terms of numbers of calls and Minutes of Use.
- (d) Related to the delivery of CPN, does it make any difference if AT&T's own CLEC affiliates are used to terminate the phone to phone IP telephony calls or if AT&T has a contract with other CLECs to terminate the phone to phone IP telephony service?
- (e) Does AT&T currently pay Sprint-Florida access charges on phone to phone VOIP calls dialed on a 1 plus basis where CPN is delivered? If no, why not?
- (f) Does AT&T currently pay Sprint-Florida access charges on phone to phone VOIP calls dialed on a 1 plus basis where CPN is not delivered? If no, why not?

OBJECTION: Same Objection as for Interrogatory 19.

INTERROGATORY 23: If CPN is not delivered on phone to phone VOIP telephony services terminated to Sprint-Florida end users, how does AT&T or any of its agents (including any entity with which AT&T has a contract to transport in whole or in part phone to phone VOIP calls) not deliver the CPN of the originating caller? Please describe in technical terms and, if necessary, provide diagrams to demonstrate at what point in the call path the CPN gets eliminated.

OBJECTION: Same Objection as for Interrogatory 19

INTERROGATORY 24: Please compare AT&T's use of Sprint-Florida's facilities for phone to phone VOIP 1 plus dialed calls that terminate over local interconnection trunks versus traditional circuit switched 1 plus dialed calls that terminate over access trunks. Provide network diagrams if necessary to answer this question.

OBJECTION: Same Objection as for Interrogatory 19.

INTERROGATORY 28: On page 32 of AT&T's Petition for Declaratory Judgment in WC Docket No. 02-361, AT&T states that it pays universal service support payments on certain categories of VOIP calls. Has AT&T paid federal USF support for phone to phone VOIP calls delivered to Sprint-Florida end users? If yes, why? If no, why not?

OBJECTION: Same Objection as for Interrogatory 19.

Respectfully submitted this 25th day of August, 2003.

Loretta A. Cecil / SAR

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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 25th day of August, 2003 to the following:

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& TCG South Florida
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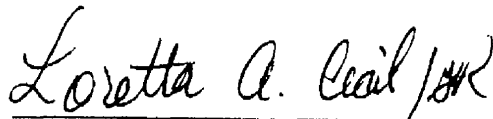
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