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LAW OFFICES  
Messer, Caparello & Self  
A Professional Association

Post Office Box 1876  
Tallahassee, Florida 32302-1876  
Internet: www.lawfla.com

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COMMISSION  
CLERK

June 28, 2004

**BY HAND DELIVERY**

Ms. Blanca Bayó, Director  
Commission Clerk and Administrative Services  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 031047-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively, "KMC") are the following documents:

- 07056-04 1. An original and fifteen copies of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC's Objections to Sprint-Florida, Incorporated's First Set of Interrogatories; and
- 07057-04 2. An original and fifteen copies of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC's Objections to Sprint-Florida, Incorporated's Second Set of Interrogatories (No. 12).

CMP \_\_\_\_\_  
COM \_\_\_\_\_ Please acknowledge receipt of these documents by stamping the extra copy of this letter  
"filed" and returning the same to me.

CTR \_\_\_\_\_  
ECR \_\_\_\_\_ Thank you for your assistance with this filing.

GCL \_\_\_\_\_  
OPC \_\_\_\_\_ Sincerely yours,

MMS \_\_\_\_\_  
RCA \_\_\_\_\_  
SCR \_\_\_\_\_  
SEC \_\_\_\_\_  
OTH \_\_\_\_\_



Floyd R. Self

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07056 JUN 28 04

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In the Matter of Petition of KMC Telecom III )  
LLC, KMC Telecom V, Inc., and KMC Data )  
LLC For Arbitration of an Interconnection ) Docket No. 031047-TP  
Agreement with Sprint- Florida, Incorporated )  
Pursuant to 47 U.S.C. Section 252(b) of the )  
Communications Act of 1934, as Amended. )

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**KMC TELECOM III LLC, KMC TELECOM V, INC., AND KMC DATA LLC'S  
OBJECTIONS TO SPRINT-FLORIDA, INCORPORATED'S  
FIRST SET OF INTERROGATORIES**

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KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC  
(collectively, "KMC"), by and through their undersigned counsel, hereby submit their objections  
to Sprint-Florida, Incorporated's ("Sprint") First Set of Interrogatories (the "Interrogatories").

**GENERAL OBJECTIONS**

A. KMC objects to Sprint's Interrogatories and all Instructions and  
Definitions associated with those Interrogatories to the extent they purport to impose obligations  
that are different from, or go beyond, the obligations imposed under Rules 1.280 and 1.340 of the  
Florida Rules of Civil Procedure and the Commission's *Order Establishing Procedure*.

B. KMC objects to the Interrogatories and all Instructions and Definitions  
associated with those Interrogatories to the extent they seek information outside the scope of the  
issues raised in this arbitration proceeding, and to the extent their principal purpose appears to be  
to harass KMC and unnecessarily impose costs on KMC.

**C.** KMC objects to the Interrogatories and all Instructions and Definitions associated with those Interrogatories to the extent they seek documents or information protected by the attorney-client privilege, the attorney work-product doctrine, or any other applicable privileges or doctrines. Any inadvertent disclosure of such privileged documents or information shall not be deemed to be a waiver of the attorney-client privilege, attorney work-product doctrine, or other applicable privileges or doctrines.

**D.** KMC objects to each Interrogatory to the extent that it is vague and ambiguous, particularly to the extent that it uses the terms that are undefined or vaguely defined in the Interrogatory.

**E.** KMC objects to the Interrogatories and all Instructions and Definitions associated with those Interrogatories to the extent they seek confidential business, financial, or other proprietary documents or information. KMC further objects to the Interrogatories to the extent they seek documents or information protected by the privacy protections of the Florida or United States Constitution, or any other law, statute, or doctrine. Any confidential or proprietary documents KMC produces are produced subject to the terms of the Protective Order in this proceeding.

**F.** KMC objects to the Interrogatories to the extent they seek documents or information equally available to Sprint through public sources or records, because such requests subject KMC to unreasonable and undue annoyance, oppression, burden, and expense.

**G.** The responses provided herein by KMC are not intended, and shall not in any way be construed, to constitute an admission or representation that responsive documents in fact do or do not exist, or that any such documents are relevant or admissible. KMC expressly reserves the right to rely, at any time, on subsequently discovered documents.

**H.** To the extent KMC responds to Sprint's Interrogatories, KMC reserves the right to amend, replace, supersede, and/or supplement its responses as may become appropriate in the future.

**I.** KMC objects to the Interrogatories and all Instructions and Definitions associated with those Interrogatories to the extent that they seek to impose an obligation on KMC to respond on behalf of subsidiaries, affiliates, or other persons that are not subject to the jurisdiction of this Commission on the grounds that such discovery is overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

**J.** KMC has interpreted the Interrogatories to apply to KMC's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any Interrogatories or any Instructions and Definitions associated with those Interrogatories are intended to apply to matters that take place outside the state of Florida and which are not related to Florida intrastate operations subject to the jurisdiction of this Commission, KMC objects to such Interrogatories as irrelevant, overly broad, unduly burdensome, and oppressive.

**K.** KMC objects to the Interrogatories to the extent they seek information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this arbitration proceeding.

**L.** KMC objects to the Interrogatories to the extent they are duplicative and overlapping, cumulative of one another, overly broad, and/or seek responses in a manner that is unduly burdensome, expensive, oppressive, or excessively time-consuming to KMC.

**M.** KMC is a large corporation with employees located in many different locations in Florida and with affiliates that have employees who are located in various states providing services on KMC's behalf. In the course of its business, KMC creates countless

documents that are not subject to retention of records requirements of the Commission or the Federal Communications Commission (“FCC”). These documents are kept in numerous locations and are frequently moved from site to site as employees change jobs or a KMC’s business is reorganized. Therefore, it is possible that not every document will be identified in response to Sprint’s Interrogatories. KMC will conduct a reasonable and diligent search of those files that are reasonably expected to contain the requested information. To the extent that the Interrogatories or all Instructions and Definitions associated with those Interrogatories purport to require more, KMC objects on the grounds that compliance would impose an undue burden or expense on KMC.

**N.** KMC objects to the Interrogatories and all Instructions and Definitions associated with those Interrogatories to the extent they seek to obtain “all,” “each,” or “every” document, item, customer, or such other piece of information because such discovery is overly broad and unduly burdensome.

**O.** KMC objects to the Interrogatories and all Instructions and Definitions associated with those Interrogatories to the extent they seek to have KMC create documents not in existence at the time of the Interrogatories because such discovery is overly broad and unduly burdensome.

**P.** KMC objects to the Interrogatories and all Instructions and Definitions associated with those Interrogatories to the extent they are not limited to any stated period of time or a stated period of time that is longer than is relevant for purposes of the issues in this proceeding, as such discovery is overly broad and unduly burdensome.

**Q.** KMC objects to each and every Interrogatory that seeks information regarding KMC’s projections regarding future services, revenues, marketing strategies,

equipment deployments, or other such future business plans as such Interrogatories seek trade secrets and, for purposes of this proceeding, would be highly speculative and irrelevant to the issues involved in this proceeding.

R. KMC objects to the definition of “document” to the extent it seeks to impose an obligation that is greater than that imposed by Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, and the Commission’s *Order Establishing Procedure*, and to the extent that it would pose an unreasonable and undue annoyance, burden, and expense on KMC. KMC’s objection includes, but is not limited to, the definition of “document” to the extent it calls for the production of information which was not generated in the form of a written or printed record, on the grounds that it would be unduly burdensome and expensive to require KMC to search through computer records or other means of electronic or magnetic data storage or compilation.

### **OBJECTIONS**

1. When KMC hands off a call from 239-693-XXXX (Ft. Myers, FL Exchange) to 850-922-XXX (Sprint’s Tallahassee, FL Exchange) how does KMC route this call to Sprint (*e.g.*, dialed as 1+ through an IXC)?

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein. KMC further objects to this interrogatory because it is vague, ambiguous, overly broad, and subject to multiple interpretations. By way of example only, the term “1+” is not defined in the interrogatory, nor in Sprint’s Instructions and Definitions. Nor is it made clear whether there is a KMC customer on the originating, terminating, or both ends of the call, or where the customers are located and how they are served (resale, UNE Loop, or KMC’s

network). Similarly, it is unclear whether there is a Sprint customer on the originating, terminating, or both ends of the call or where the customers are located. Thus, the interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory. For the purpose of this interrogatory, KMC interprets the term “1+” to mean long distance calls made by the calling party to its prescribed interexchange carrier.

2. Identify each switch utilized to route the call described in Interrogatory No. 1 and identify as circuit, internet protocol packet or other, between the points where KMC hands the call off to Sprint for termination of the call to the end user customer.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein, as well as its objections to Interrogatory No. 1 to the extent Interrogatory No. 2 is based upon that interrogatory. KMC further objects to this interrogatory because it is vague, ambiguous, unintelligible, overly broad, and subject to multiple interpretations. The interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory. Finally, KMC objects to this interrogatory because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this arbitration proceeding. Specifically, the types of switches that KMC utilizes to route a call is irrelevant to the issue in this arbitration proceeding of what are the proper compensation framework and compensation levels applicable to VoIP calls.

3. Please provide a block diagram of the network specific switches and interconnecting trunk groups used to complete the call in Interrogatory No. 1 between the specified NPAs and NXXs. Show for both first choice and second choice (i.e., alternate) routing.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein, as well as its objections to Interrogatory Nos. 1 and 2 to the extent Interrogatory No. 3 is based upon those interrogatories. KMC further objects to this interrogatory because it is vague, ambiguous, overly broad, and subject to multiple interpretations. The interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory. In addition, the interrogatory asks for information that is solely within the possession of Sprint, namely the network specific switches and interconnecting trunk groups that may be used by Sprint to complete the call after KMC has, in this hypothetical, handed off the call to Sprint for completion. Finally, KMC objects to this interrogatory because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this arbitration proceeding. Specifically, the types of switches and “interconnecting trunk groups” that KMC utilizes is irrelevant to the issue in this arbitration proceeding of what are the proper compensation framework and compensation levels applicable to VoIP calls.

4. If a packet switch is used in the example set forth in Interrogatory No. 1, please specify the type protocol, *e.g.*, Time Division Multiplexing (TDM) or voice over internet protocol (VoIP), transported for each trunk group used between and including the trunks between Sprint and KMC.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein, as well as its objections to Interrogatory Nos. 1, 2, and 3 to the extent Interrogatory No. 4 is based upon those interrogatories. KMC further objects to this interrogatory because it is vague, ambiguous, unintelligible, overly broad, and subject to multiple interpretations. By way of example only, the interrogatory asks for the “type of protocol . . .



transported for each trunk group.” This phrasing is garbled and the intent of Sprint’s request is unclear. In addition, KMC objects to this interrogatory because the term “VoIP” refers to a broad variety of services, functions, and capabilities that is used to describe a number of divergent network configurations, and thus the interrogatory is vague and susceptible to multiple interpretations. Thus, the interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory. Finally, KMC objects to this interrogatory because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this arbitration proceeding. Specifically, the types of switches and “trunk groups” that KMC utilizes is irrelevant to the issue in this arbitration proceeding of what are the proper compensation framework and compensation levels applicable to VoIP calls.

5. If an internet protocol packet switch is not used in the example set forth in Interrogatory No. 1, please:

- (a) provide a specific intrastate call example, including the originating and terminating area codes and NXXs, where KMC uses VoIP in its network within Sprint’s local service area;
- (b) provide a block diagram of the network-specific switches and interconnecting trunk groups used to complete the call between the specified NPAs and NXXs; and
- (c) identify the type protocol, e.g., TDM or VoIP, for each trunk group used between and including the trunks between Sprint and KMC.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein, as well as its objections to Interrogatory Nos. 1, 2, 3, and 4 to the extent

Interrogatory No. 5 is based upon those interrogatories. KMC further objects to this interrogatory because it is vague, ambiguous, overly broad, unintelligible, and subject to multiple interpretations. By way of example only, the terms “intrastate call example,” “VoIP,” “interconnecting trunk groups,” “block diagram,” and “network specific switches” are not defined in the interrogatory, nor in Sprint’s Instructions and Definitions. The term “VoIP” refers to a broad variety of services, functions, and capabilities that is used to describe a number of divergent network configurations, and thus the interrogatory is vague and susceptible to multiple interpretations. Nor is it clear what is meant by “KMC using VoIP within Sprint’s local service area.” Moreover, “VoIP” is not a protocol, albeit it does itself use a protocol.

Likewise, it is unclear what is meant by “each trunk group used between and including the trunks between Sprint and KMC.” Specifically, it is unclear that there is intended to be any difference between “each trunk group used between Sprint and KMC” and “the trunks between Sprint and KMC.” Thus, the interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory.

KMC further objects to this interrogatory to the extent it requires KMC to create an “intrastate call example” that KMC does not generally maintain in the ordinary course of business, and therefore subjects KMC to unreasonable and undue annoyance, oppression, burden, and expense. In addition, the interrogatory asks for information that is solely within the possession of Sprint, namely the network specific switches and interconnecting trunk groups that may be used by Sprint to complete the call after KMC has, in this hypothetical, handed off the call to Sprint for completion. Finally, KMC objects to this interrogatory because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this arbitration proceeding. Specifically, the types of

switches and “interconnecting trunk groups” that KMC utilizes is irrelevant to the issue in this arbitration proceeding of what are the proper compensation framework and compensation levels applicable to VoIP calls.

6. Does KMC provide interconnection to enable dial-up service for Internet Service Providers?

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein. KMC further objects to this interrogatory because it is vague, ambiguous, overly broad, and subject to multiple interpretations. The interrogatory fails to identify to whom or with whom KMC may provide interconnection. For purposes of example only, in this instance, interconnection could be provided by KMC to an end user, Internet Service Provider, interexchange carrier or other carrier. Moreover, what is meant by “dial-up service” is not defined in the interrogatory, nor in Sprint’s Instructions and Definitions. Thus, it is unclear whether the interrogatory seeks information about a dial-up service being provided to ISPs or to customers of ISP. Further, it is not clear if the dial-up service is a specific service, or simply outward dialing capability offered to subscribers to call others. Thus, the interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory.

7. Does KMC utilize virtual NXXs to provision dial-up internet service?

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein. KMC further objects to this interrogatory because virtual NXX is no longer an issue in this proceeding and, thus, the information sought in the interrogatory is neither reasonably calculated to lead to the discovery of admissible evidence nor relevant to the subject

matter of this arbitration proceeding. Moreover, this interrogatory is vague, ambiguous, and subject to multiple interpretations. It is unclear what is meant by “KMC provisioning dial-up internet service.” It is unclear to whom Sprint postulates this service is to be or is being provided.

6

8. Please provide the percentage of minutes that originate from Sprint’s end users and terminate to KMC customers that are assigned a virtual NXX.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein. KMC further objects to this interrogatory because virtual NXX is no longer an issue in this proceeding and, thus, the information sought in this interrogatory is neither reasonably calculated to lead to the discovery of admissible evidence nor relevant to the subject matter of this arbitration proceeding. In addition, this interrogatory is vague, ambiguous, and subject to multiple interpretations. For example, KMC customers are not assigned virtual NXXs. By way of further example, the request asks for a percentage of minutes, without specifying what is the basis for calculating the percentage, *i.e.*, the percentage of *what* minutes. Further, if this request is about the percentage of all minutes that originate from Sprint end user customers that are minutes that are directed to KMC customers that have been assigned numbers from virtual NXXs, KMC cannot answer this because it is not privy to information regarding the number of originating minutes of Sprint end users. Finally, KMC objects because this is not information that KMC collects and retains in the ordinary course of business, making this interrogatory unduly burdensome.

9. For each POI that KMC has currently established with Sprint, please provide the manner in which KMC provisions its network (interconnection facility) on KMC’s

side of the POI. Specifically, for each POI location with Sprint, provide whether KMC leases transport from Sprint, leases transport from a third party or if KMC has self-provisioned (*i.e.*, owns) its own transport facilities.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein. In particular, KMC objects to this interrogatory because it is vague, ambiguous, overly broad, and subject to multiple interpretations. By way of example only, the terms “POI” and “transport” are not defined in the interrogatory, nor in Sprint’s Instructions and Definitions. Moreover, it is not clear what is precisely meant by KMC “provisioning its network (interconnection facility) on KMC’s side of the POI.” Thus, the interrogatory improperly requires KMC to speculate regarding the intent of, and the response contemplated by, the interrogatory. KMC further objects to this interrogatory because it fails to specify the Sprint territory for which the information is requested. To the extent that the interrogatory seeks information that applies to matters that take place outside the state of Florida, such interrogatory is irrelevant, overly broad, unduly burdensome and oppressive.

10. Is KMC currently providing voice service to end users in Florida?

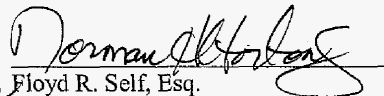
**OBJECTIONS:** None.

11. Please provide the number of end users in Sprint’s territory to which KMC provides voice service.

**OBJECTIONS:** KMC incorporates its general objections as though more fully set forth herein. KMC specifically objects to this interrogatory because it calls for information that is proprietary in nature. In addition, KMC objects to this interrogatory because it fails to specify the Sprint territory for which the information is requested. To the extent that the

interrogatory seeks information that applies to matters that take place outside the state of Florida, such interrogatory is irrelevant, overly broad, unduly burdensome and oppressive. KMC further objects to this interrogatory because the information sought in this interrogatory is neither reasonably calculated to lead to the discovery of admissible evidence nor relevant to the subject matter of this arbitration proceeding. In particular, the number of end users to whom Sprint provides voice service has absolutely no relevance to the issues in this proceeding.

Respectfully submitted this 28th day of June, 2004.

By:   
Floyd R. Self, Esq.  
**MESSER, CAPARELLO & SELF, P.A.**  
215 South Monroe Street, Suite 701  
Tallahassee, Florida 32301  
(850) 222-0720 (voice)  
(850) 224-4359 (facsimile)  
[fself@lawfla.com](mailto:fself@lawfla.com)

Edward A. Yorkgitis, Jr.  
Enrico C. Soriano  
Andrew M. Klein  
Andrea Pruitt Edmonds  
**KELLEY DRYE & WARREN LLP**  
1200 19<sup>th</sup> Street, N.W., Fifth Floor  
Washington, D.C. 20036  
(202) 955-9600 (voice)  
(202) 955-9792 (facsimile)  
[EYorkgitis@KelleyDrye.com](mailto:EYorkgitis@KelleyDrye.com)  
[ESoriano@KelleyDrye.com](mailto:ESoriano@KelleyDrye.com)  
[AKlein@KelleyDrye.com](mailto:AKlein@KelleyDrye.com)  
[AEdmonds@KelleyDrye.com](mailto:AEdmonds@KelleyDrye.com)

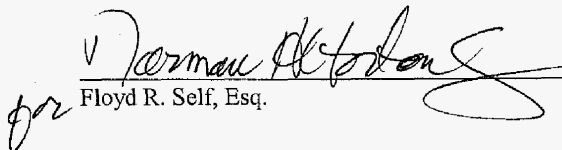
Marva Brown Johnson  
KMC Telecom Holdings, Inc.  
1755 North Brown Road  
Lawrenceville, GA 30043  
(678) 985-6220 (voice)  
(678) 985-6213 (facsimile)  
[marva.johnson@kmctelecom.com](mailto:marva.johnson@kmctelecom.com)

**CERTIFICATE OF SERVICE**

I, Floyd R. Self, do hereby certify that I have this day served a copy of the foregoing **KMC TELECOM III LLC, KMC TELECOM V, INC., AND KMC DATA LLC'S OBJECTIONS TO SPRINT-FLORIDA, INCORPORATED'S FIRST SET OF INTERROGATORIES**, by hand or first class U.S. mail, postage prepaid, upon the following individuals:

Susan S. Masterton  
P.O. Box 2214  
Tallahassee, FL 32316-2214  
Voice: 850-599-1560  
Fax: 850-878-0777 (fax)  
susan.masterton@mail.sprint.com

Janette Luehring, Esq.  
Sprint  
6450 Sprint Parkway  
KSOPHN0212-2A511  
Overland Park, KS 66251

  
Floyd R. Self, Esq.