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August 9, 2004

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**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

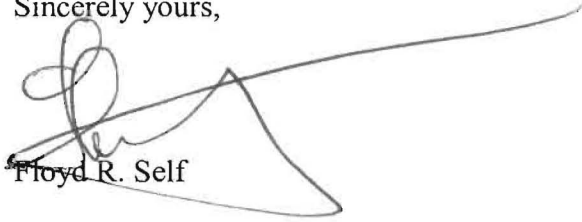
Dear Ms. Bayó:

Enclosed for filing on behalf of KMC Telecom III, LLC, KMC Telecom V, Inc., and KMC Data LLC, Inc. are 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 Third Set of Interrogatories and First Request for Production of Documents in the above referenced docket.

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


Thank you for your assistance with this filing.

Sincerely yours,



Floyd R. Self

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_ FRS/amb
- OPC \_\_\_\_\_ Enclosures
- MMS \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SEC 1
- OTH \_\_\_\_\_

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DOCUMENT NUMBER-DATE  
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**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	)	Filed: August 9, 2004
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 THIRD SET OF  
INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

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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") Third Set of Interrogatories and First Request for Production of Documents (the "Discovery Requests").

**GENERAL OBJECTIONS**

A. KMC objects to Sprint's Discovery Requests and all Instructions and Definitions associated with those Discovery Requests 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 Procedures, and the Commission's *Order Establishing Procedure*.

B. KMC objects to the Discovery Requests and all Instructions and Definitions associated with those Discovery Requests 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 Discovery Requests and all Instructions and Definitions associated with those Discovery Requests 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 Discovery Request to the extent that it is vague and ambiguous, particularly to the extent that it uses terms that are undefined or vaguely defined in the Discovery Request.

**E.** KMC objects to the Discovery Requests and all Instructions and Definitions associated with those Discovery Requests to the extent they seek confidential business, financial, or other proprietary documents or information. KMC further objects to the Discovery Requests 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 Discovery Requests to the extent they seek documents or information equally available to Staff 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 Discovery Requests, 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 Discovery Requests and all Instructions and Definitions associated with those Discovery Requests 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 Discovery Requests to apply to KMC's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any Discovery Requests or any Instructions and Definitions associated with those Discovery Requests 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 Discovery Requests as irrelevant, overly broad, unduly burdensome, and oppressive.

**K.** KMC objects to the Discovery Requests 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 Discovery Requests 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 business is reorganized. Therefore, it is possible that not every document will be identified in response to Sprint's Discovery Requests. 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 Discovery Requests or all Instructions and Definitions associated with those Discovery Requests 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 Discovery Requests and all Instructions and Definitions associated with those Discovery Requests 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 Discovery Requests and all Instructions and Definitions associated with those Discovery Requests to the extent they seek to have KMC create documents not in existence at the time of the Discovery Requests because such discovery is overly broad and unduly burdensome.

**P.** KMC objects to the Discovery Requests and all Instructions and Definitions associated with those Discovery Requests 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 Discovery Request that seeks information regarding KMC's projections regarding future services, revenues, marketing strategies, equipment deployments, or other such future business plans as such Discovery Requests 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**

**13.** *KMC indicated in its response to Sprint's Interrogatory No. 1 that KMC has established direct connections with IXCs.*

- a) How many IXCs does KMC have direct connections with in Tallahassee? In Ft. Myers?*
- b) Identify the carriers that KMC has direct connections with in Ft. Myers and/or Tallahassee?*

- c) *Identify any agreements, contracts or other documents which address the terms, conditions and/or rates associated with the IXCs identified in paragraph (b).*

**OBJECTION:** KMC incorporates its general objections as though more fully set forth herein. Moreover, 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 exact number and identities of the IXCs with whom KMC has direct connections, as well as the nature of the agreements between KMC and these IXCs, are irrelevant to any issue in this arbitration proceeding.

**RESPONDENT:** Counsel of record.

**14.** *Sprint has done traffic studies which show that terminating interexchange toll (or long distance traffic) as defined in the IA is being routed to KMC by an IX or other carrier and is subsequently routed by KMC over the KMC/Sprint local interconnection facilities for termination to Sprint end users.*

- a) *What rates or charges does KMC bill to IXCs or other carriers for this traffic?*
- b) *What rate does KMC pay to Sprint for terminating this traffic to Sprint?*
- c) *Is this the rate in the response to b) above applicable for terminating local traffic as provided in the interconnection*

*agreement (IA) between the Sprint and KMC? If not, what is the rate and the basis for the rate KMC pays to Sprint for this traffic?*

**OBJECTION:** KMC incorporates its general objections as though more fully set forth herein. Moreover, 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 nature of the relationship between KMC and other IXCs, as well as the charges that are paid by these IXCs to KMC for services rendered by KMC, are irrelevant to any issue in this arbitration proceeding. KMC further objects to this interrogatory because it assumes the results of Sprint's purported traffic study, as well as Sprint's characterization of the traffic at issue. KMC objects to answering this interrogatory without having the traffic studies to which Sprint refers so as to understand what "this traffic" is as referred to in (a) and (b), as well as other results of the study assumed in the question. KMC further objects to this interrogatory because the information is in Sprints possession, specifically Sprint is aware of what KMC has paid for "this traffic" as requested in (b) and thus should know the answers to (c) to the extent that subpart refers back to (b).

**RESPONDENT:** Counsel of record.

15. *In response to Sprint's Interrogatory No. 2, KMC stated that a Lucent 5ESS switch or a Telica Plexus 9000 switch would or may be used to route a particular call.*



- a) *Which of the two switches listed above provides switched local voice services (i.e., traditional dial tone local telephony services) to KMC's Tallahassee subscribers? To KMC's Ft. Myers subscribers?*
- b) *When and where (i.e., the physical switch location) would/might the Telica Plexus 9000 be used to route terminating traffic over the KMC/Sprint local interconnection facilities for termination to Sprint end user customers?*

**OBJECTION:** KMC incorporates its general objections as though more fully set forth herein. In addition, KMC objects to Interrogatory Nos. 15(a) and 15(b) because they are vague, ambiguous, overly broad, and subject to multiple interpretations. By way of example only, the term “traditional dial tone local telephony services” is not defined in Interrogatory No. 15(a), nor in Sprint’s Instructions and Definitions. Likewise, Interrogatory No. 15(b) is unintelligible, as the terms “when” and “where” and “would/might” are so speculative and general so as to define reasonable interpretation. Thus, these interrogatories improperly require KMC to speculate regarding the intent of, and the response contemplated by, the interrogatories. Moreover, 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. For example, it is unclear how the physical location of KMC’s switch or switches relates to any of the issues in dispute in this case.

**RESPONDENT:** Counsel of record.

16. *In response to Sprint's Interrogatory No. 5, KMC stated that it does not provide any retail VoIP services.*

a) *Does KMC provide any wholesale services using VoIP? If so, identify and describe the type of service(s) provided and to whom the service(s) is provided. If the service is provided to another telecommunications company/carrier, identify any documents, contracts or agreements which contain the term, conditions and/or rates for such services.*

b) *Does KMC provide any retail services for which VoIP is used in any manner to provide the service. If so, identify and describe the type service(s) provided and to whom the service(s) is provided.*

**RESPONSE:** KMC incorporates its general objections as though more fully set forth herein. Moreover, 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, whether KMC provides wholesale services using VoIP, and the nature of any arrangements that KMC may have with its wholesale customers, are irrelevant to any issue in this arbitration proceeding. KMC further objects to subpart (b) of this interrogatory because it is repetitive and burdensome. Finally, KMC objects to this interrogatory because it is overly broad.

**RESPONDENT:** Counsel of record.

**PRODUCTION OF DOCUMENTS**

1. *Please produce all documents identified in response to Interrogatory No.*

13(c).

**OBJECTION:** KMC repeats and incorporates by reference its objections to Interrogatory No. 13 as though more fully set forth herein.

**RESPONDENT:** Counsel of record.

2. *Please produce all documents identified in response to Interrogatory No.*

16(b).

**OBJECTION:** KMC repeats and incorporates by reference its objections to Interrogatory No. 16 as though more fully set forth herein.

**RESPONDENT:** Counsel of record.

Submitted this 9<sup>th</sup> day of August, 2004.

By:



Floyd R. Self, Esq.

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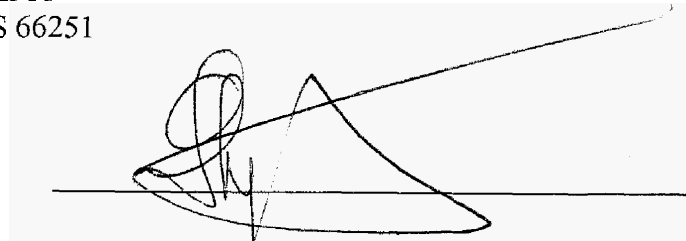
**CERTIFICATE OF SERVICE**

I, Floyd R. Self, do hereby certify that I have this 9<sup>th</sup> day of August 2004, 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 THIRD SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**, by e-mail (\*) or first class U.S. mail, postage prepaid, upon the following individuals:

Lee Fordham, Esq.\*  
General Counsel's Office, Room 370  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Susan S. Masterton\*  
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Janette Luehring, Esq.  
Sprint  
6450 Sprint Parkway  
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Overland Park, KS 66251

A handwritten signature in black ink, appearing to be 'F. Self', is written over a horizontal line. The signature is somewhat stylized and scribbled.