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Timolyn Henry

From: Ann Bassett [abassett@lawfla.com]
Sent: Wednesday, December 07, 2005 4:25 PM
To: Filings@psc.state.fl.us
Subject: Docket 050419-TP
Attachments: 2005-12-07, 050419, MCI's Preliminary Objections to BellSouth's First Set of Interrogatories (Nos. 1-56).pdf

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The Docket No. is 050419-TP - MCI-BellSouth Arbitration

This is being filed on behalf of MCImetro Access Transmission Services

Total Number of Pages is 15

MCI's Preliminary Objections to BellSouth's First Set of Interrogatories (Nos. 1-56)

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12/7/2005

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December 7, 2005

BY ELECTRONIC MAIL

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

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services ("MCI"), is an electronic version of MCI's Preliminary Objections to BellSouth's First Set of Interrogatories (Nos. 1-56) in the above referenced docket.

Thank you for your assistance with this filing.

Sincerely yours,


Floyd R. Self

FRS/amb
Enclosures
cc: Parties of Record

DOCUMENT NUMBER-DATE
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11491 DEC-7 05
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by MCImetro Access Transmission)
Services LLC for arbitration of certain terms and)
Conditions of proposed interconnection agreement)
With BellSouth Telecommunications, Inc.)

Docket No. 050419-TP
Filed: December 7, 2005

MCI'S PRELIMINARY OBJECTIONS TO
BELLSOUTH'S FIRST SET OF INTERROGATORIES (NOS. 1-56)

MCImetro Access Transmission Services, LLC, hereby provides its preliminary objections to BellSouth Telecommunications, Inc.'s (BellSouth's) First Set of Interrogatories (Nos. 1-56).

A. GENERAL OBJECTIONS

1. MCI objects to BellSouth'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, 1.340, and 1.351 of the Florida Rules of Civil Procedures, and the Rules of the Florida Public Service Commission ("the Commission").

2. MCI 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 proceeding, and to the extent their principal purpose appears to be to harass MCI and unnecessarily impose costs on MCI.

3. MCI 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.

4. MCI 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 Requests.

5. MCI 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. MCI 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 Constitutions, or any other law, statute, or doctrine.

6. MCI objects to the Discovery Requests to the extent they seek documents or information equally available to BellSouth as to MCI through public sources or records or which is already in the possession, custody, or control of BellSouth, because such requests subject MCI to unreasonable and undue annoyance, oppression, burden, and expense.

7. The responses provided herein by MCI 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. MCI expressly reserves the right to rely, at any time, on subsequently discovered documents.

8. To the extent MCI responds to BellSouth's Discovery Requests, MCI reserves the right to amend, replace, supersede, and/or supplement its responses as may become appropriate in the future. However, it undertakes no continuing or ongoing obligation to update its responses.

9. MCI 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 MCI 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.

10. MCI has interpreted the Discovery Requests to apply to MCI'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, MCI objects to such Discovery Requests as irrelevant, overly broad, unduly burdensome, and oppressive.

11. MCI 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.

12. MCI 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 MCI.

13. MCI 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 MCI's behalf. In the course of its business, MCI 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 an MCI business is reorganized. Therefore, it is possible that not every document will be identified in response to BellSouth's Discovery Requests. MCI 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, MCI objects on the grounds that compliance would impose an undue burden or expense on MCI.

14. MCI 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. Any answers that MCI may provide in response to Discovery Requests will be provided subject to, and without waiver of, this objection.

15. MCI objects to the Discovery Requests and all Instructions and Definitions associated with those Discovery Requests to the extent they seek to have MCI create documents not in existence at the time of the Discovery Requests because such discovery is overly broad and unduly burdensome.

16. MCI 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.

17. MCI objects to the disclosure of confidential or proprietary information or trade secrets prior to entry of a protective order restricting disclosure of such information in a manner to be agreed upon by the parties. MCI further objects to the disclosure of confidential or

proprietary information of third-parties which MCI is required to maintain as confidential pursuant to agreements with such parties and/or pursuant to statute, administrative decree, or court order. Any proprietary or confidential information or documents will be produced pursuant to the confidentiality agreement between the parties.

18. MCI 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, 1.340, and 1.351 of the Florida Rules of Civil Procedure, and to the extent that it would pose an unreasonable and undue annoyance, burden, and expense on MCI. MCI’s objection includes, but is not limited to, the definition of “document” to the extent it includes network transmissions, switch data, or other electronic routing 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 MCI to search through computer records or other means of electronic or magnetic data storage or compilation.

B. SPECIFIC OBJECTIONS

INTERROGATORY NO. 2: Identify all exhibits you intend to use at the hearing of this matter.

RESPONSE: MCI adopts and incorporates its General Objection 2 as if set forth herein verbatim.

INTERROGATORY NO. 3: Identify all interconnection agreements executed by MCI that do not include any limitation of liability language or provisions.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, 13, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 4: Identify all interconnection agreements that you are aware of that do not contain any limitation of liability language or provisions.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, 13, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 5: Identify all customer service arrangement(s) (“CSAs”) or other contracts with MCI end user customers that do not include any limitation of liability language or provisions.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 6: Identify any MCI tariffs that do not contain any limitation of liability language or provisions.

RESPONSE: MCI adopts and incorporates its General Objections 2, 6, 11, 12, 13, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 7: Identify any order of a state public service commission or the Federal Communications Commission (“FCC”) that supports MCI’s position for Issue 1(a).

RESPONSE: MCI adopts and incorporates its General Objection 6 as if set forth herein verbatim.

INTERROGATORY NO. 8: Identify any MCI CSA, contract, or tariff where MCI agrees to be responsible to its end user customer for the negligence or actions of a third-party service provider.

RESPONSE: Regarding the portion of the question that concerns MCI’s CSAs or contracts, MCI adopts and incorporates its General Objections 2, 5, 11, 12, 13, 14, and 17 as if set forth herein verbatim. Regarding the portion of the question that concerns MCI’s tariffs, MCI adopts and incorporates its General Objections 2, 6, 11, 12, and 14.

INTERROGATORY NO. 10: Identify all interconnection agreements executed by MCI that provide that the parties will be liable to each other for indirect, consequential, or indirect damages.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 11: Identify all interconnection agreements that you are aware of providing that the parties will be liable to each other for indirect, consequential, or indirect damages.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, 13, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 12: Identify all CSAs or other contracts with MCI end user customers that provide that MCI will be liable to the customer for indirect, consequential, or indirect damages.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 13: Identify any MCI tariffs that provide that MCI will be liable to end users or customers for indirect, consequential, or indirect damages.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 14: Identify any order of a state public service commission or the Federal Communications Commission ("FCC") that supports MCI's position for Issue 1(c).

RESPONSE: MCI adopts and incorporates its General Objection 6 as if set forth herein verbatim.

INTERROGATORY NO. 15: From 1996 to the present, identify all complaints or disputes relating to the interpretation or enforcement of the interconnection agreement entered into with BellSouth filed by MCI against BellSouth at a state commission.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 16: From 1996 to the present, identify all complaints or disputes relating to a dispute over the interpretation or enforcement of an interconnection agreement entered into with BellSouth filed by MCI against BellSouth at a state or federal court.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 17: Regarding Mr. Darnell's statements on page 11 of his Direct Testimony, please identify all instances that MCI has "groomed" facilities in BellSouth's region for the past 24 months. For each identified instance, please identify the charges imposed by BellSouth for such grooming.

RESPONSE: MCI adopts and incorporates its General Objections 5, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 18: Identify all documents, including any cost estimates, business cases, or other evidence establishing, supporting, pertaining or relating to MCI grooming its facilities in BellSouth's region.

RESPONSE: MCI adopts and incorporates its General Objections 5, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 19: Identify all documents establishing, supporting, pertaining or relating to any cost savings MCI will or has experienced as a result of grooming facilities in BellSouth's region.

RESPONSE: MCI adopts and incorporates its General Objections 5, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 20: Regarding Mr. Darnell's statements on page 10 of his Direct Testimony, identify all "channel facility assignment" rearrangements ordered by MCI in BellSouth's region for the past 24 months. For each identified instance, identify all charges imposed by BellSouth for such "channel facility assignment" rearrangements.

RESPONSE: MCI adopts and incorporates its General Objections 5, 12, 13, 14, and 20 as if set forth herein verbatim.

INTERROGATORY NO. 24: Identify any FCC or state public service commission decision or other authority that supports Mr. Darnell's statement on page 15 of his Direct Testimony that "[m]athematically, the FCC rules do not permit BellSouth to create any new UNE rates without either an offsetting reduction to existing UNE rates, or a determination that the activity in question was not part of the Commission calculation of TELRIC and new cost case to reset TELRIC."

RESPONSE: MCI adopts and incorporates its General Objection 6 as if set forth herein verbatim.

INTERROGATORY NO. 25: Describe in detail and identify all documents in support of your statement that the Commission included service rearrangement costs as part of its TELRIC calculation in Docket No. 990649A, as alleged on page 15 of Mr. Darnell's Direct Testimony.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 26: Describe in detail and identify all documents that evidence or establish that any of the state commissions in BellSouth's region included service rearrangement costs as part of its TELRIC calculation in their respective cost dockets.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 29: Identify any state public service commission or FCC decision that support your contention on page 19 of Mr. Darnell's Direct Testimony that service rearrangement nonrecurring rates should be set at zero.

RESPONSE: MCI adopts and incorporates its General Objections 6, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 32: Identify the specific ordering codes MCI included in its proposed Exhibit A for record changes, as stated by Mr. Darnell on page 28 of his Direct Testimony. In responding to this request, please identify the source of the ordering codes and all instances where MCI has ever previously used these ordering codes.

RESPONSE: MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 33: Identify and describe how MCI determines or establishes its local calling areas for its customers in Florida and North Carolina.

RESPONSE: MCI adopts and incorporates its General Objections 2, and 11 as if set forth herein verbatim.

INTERROGATORY NO. 37: Identify all legal authority that supports MCI's position that IP/PSTN and PSTN/IP/PSTN traffic should be treated like ISP-bound traffic.

RESPONSE: MCI adopts and incorporates its General Objections 6, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 38: Identify the basis and all documents or evidence in support of Mr. Ricca's statement on page 35 of his Direct Testimony that "it is my understanding that BellSouth does not intend to impose access charges on its own IP-enabled services."

RESPONSE: MCI adopts and incorporates its General Objections 12, and 14 as if set forth herein verbatim.

INTERROGATORY NO. 39: Identify all CLECs or ICOs that MCI is directly interconnected with in BellSouth's region.

RESPONSE: MCI adopts and incorporates its General Objections 6 and 12 as if set forth herein verbatim.

INTERROGATORY NO. 40: Identify any states in BellSouth's region where MCI does not have any virtual collocation with BellSouth.

RESPONSE: MCI adopts and incorporates its General Objection 6 as if set forth herein verbatim.

INTERROGATORY NO. 43: Identify all state commissions that have approved MCI's proposed rate of \$.33 record charge per DS0, DS1, or DS3 to re-identify circuits, as stated by Mr. Darnell on page 43 of his Direct Testimony.

RESPONSE: MCI adopts and incorporates its General Objection 6 as if set forth herein verbatim.

INTERROGATORY NO. 44: Is it MCI's position that, after a call with a customer ends, MCI cannot produce a Letter of Authorization ("LOA") or other evidence establishing that the customer consented to MCI reviewing his/her Customer Service Record ("CSR")? If not, please describe how MCI would establish that it appropriately reviewed CSR.

RESPONSE: MCI adopts and incorporates its General Objection 4 as if set forth herein verbatim.

INTERROGATORY NO. 45: Describe all products, services, and offerings related to MCI's directory assistance service, including but not limited to directory assistance listings, directory assistance databases, directory assistance publishing.

RESPONSE: MCI adopts and incorporates its General Objections 2, 11, 12, and, 14 as if set forth herein verbatim.

INTERROGATORY NO. 46: Identify all rates that MCI charges for all of the products, services and offerings identified in response to Interrogatory No. 45.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, 12, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 47: Identify the number of customers that MCI has for all of the products and offerings identified in response to Interrogatory No. 45.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 48: State whether MCI resells BellSouth's DADS product.

RESPONSE: MCI adopts and incorporates its General Objections 2, and 11 as if set forth herein verbatim.

INTERROGATORY NO. 49: State whether any of MCI's directory assistance products, services, and offerings include content obtained from BellSouth's DADS product or from reselling the DADS product.

RESPONSE: MCI adopts and incorporates its General Objections 2, and 11 as if set forth herein verbatim.

INTERROGATORY NO. 50: Identify all documents, cost studies, business cases or other information relating to MCI's costs and revenue associated with reselling content obtained from BellSouth's DADS product or from reselling BellSouth's DADS product if state commissions require DADS to be priced at \$.001 per listing, as requested by MCI in this arbitration.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 51: Identify all documents, cost studies, business cases or other information relating to MCI's costs and revenue associated with reselling content obtained from BellSouth's DADS product or from actually reselling BellSouth's DADS product if DADS is priced at \$.04 per listing, as set forth in BellSouth's tariff and as requested by BellSouth in this arbitration.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, 12, 13, 14, and 17 as if set forth herein verbatim.

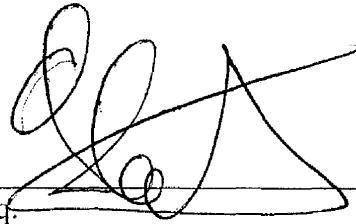
INTERROGATORY NO. 52: Identify all cost studies, business cases, business plans, e-mails, or other information related to MCI's intention to resell content obtained from BellSouth's DADS product or to actually resell BellSouth's DADS product.

RESPONSE: MCI adopts and incorporates its General Objections 2, 5, 11, 12, 13, 14, and 17 as if set forth herein verbatim.

INTERROGATORY NO. 55: Identify all instances where MCI has used the billing identifiers identified in response to Interrogatory No. 38 for the past 24 months. In responding to this request, identify the state where the services were performed, describe in detail the services requested and provided, and identify the rate charged by BellSouth for any change in billing identifiers.

RESPONSE: Assuming BellSouth's question refers to Interrogatory No. 54 above, MCI adopts and incorporates its General Objections 6, 12, and 14 as if set forth herein verbatim.

RESPECTFULLY SUBMITTED, this 20th day of June, 2005.



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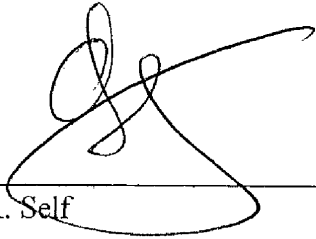
Attorneys for MCI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by electronic mail this 7th day of December, 2005.

Kira Scott
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

James Meza, III
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

A handwritten signature in black ink, appearing to read 'Floyd R. Self', is written over a horizontal line. The signature is stylized and somewhat cursive.

Floyd R. Self