

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
) Docket No. 000475-TP
Complaint by BellSouth Telecommunications, Inc.)
against Thrifty Call, Inc. regarding practices in the) Filed: March 21, 2008
reporting of percent interstate usage for compensa-)
tion for jurisdictional access services)

THRIFTY CALL, INC.'S OBJECTIONS TO AT&T FLORIDA'S FOURTH SET OF INTERROGATORIES TO THRIFTY CALL

Thrifty Call, Inc. ("Thrifty Call"), hereby files these objections to BellSouth Telecommunications, Inc. d/b/a AT&T Florida's ("AT&T") Fourth Set of Interrogatories to Thrifty Call, pursuant to Florida Public Service Commission Order No. PSC-07-1027-PCO-TP.

GENERAL OBJECTIONS AND RESERVATION OF RIGHTS

1. Any response to an Interrogatory shall be made without waiving or intending to waive, but on the contrary intending to preserve and preserving: (a) the right to object, on the grounds of competency, relevancy, materiality, privilege or admissibility as evidence for any purpose, or any other ground, to the use of the Response or the subject thereof, in this or any subsequent or other proceeding; and (b) the right to object on any ground to other interrogatories, document requests, or other discovery proceedings involving or relating to the subject matter of the Interrogatory.

2. Thrifty Call will make a reasonable effort to respond to each and every individual Interrogatory that is not subject to a Specific Objection as Thrifty Call understands and interprets such Interrogatory. If AT&T should assert an interpretation of any Interrogatory that differs from Thrifty Call's, Thrifty Call reserves the right to supplement or amend its Specific Objections.

3. Thrifty Call objects to each and every one of the Interrogatories that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-

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client privilege, the trade secret privilege, the consulting expert privilege, third-party confidentiality agreements or protective order, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time response is first made or is later determined to be applicable for any reason. Thrifty Call in no way intends to waive such privilege or protection, subject to the executed Agreement.

4. Thrifty Call objects to providing information that is proprietary, confidential business information without provisions in place to protect the confidentiality of the information. Thrifty Call has not had sufficient time in every case to determine whether the discovery requests call for the disclosure of confidential information. Thrifty Call in no way intends to waive claims of confidentiality, subject to the executed Agreement.

5. Thrifty Call objects to the Instructions and to each Interrogatory to the extent that they purport to impose upon Thrifty Call obligations that Thrifty Call does not have under the law or applicable rules of procedure.

6. Thrifty Call objects to providing information to the extent such information is already in the public record.

7. Thrifty Call objects to each Interrogatory to the extent it is 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.

8. Thrifty Call expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity or relevancy of the information provided pursuant to the Interrogatories.

9. For this reason, Thrifty Call provides the following definitions of objections and, where applicable, repeats only the defined term in stating its Specific Objections.

a. Relevance: the Interrogatory is not relevant to any specific claims, defenses, issues or questions presented in this proceeding and is not reasonably calculated to lead to the discovery of information relevant to resolution of these issues, or the Interrogatory applies to matters other than those subject to the jurisdiction of the Commission.

b. Unduly Burdensome: the Interrogatory is unduly burdensome in that providing the requested data (i) would require an unreasonable expenditure of time and resources to search for documents or information, (ii) is cumulative and/or has only a limited likelihood of leading to the discovery of information relevant to resolution of the specific issue and either (a) the value of providing the information is outweighed by the burden of production or (b) AT&T can obtain the information through publicly available information.

c. Overly Broad: the Interrogatory seeks a general category of information within which only certain portions of the information may be reasonably related to the subject matter of this proceeding.

d. Vague and Ambiguous: the Interrogatory is vague and ambiguous in that it does not describe the information sought with sufficient precision or particularity, fails to convey with reasonable clarity what is being requested, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of the specific Interrogatory. As such Thrifty Call cannot reasonably determine the intended meaning, scope or limits of the Interrogatory.

10. The information supplied herein is for use in this litigation and for no other purpose.

11. Thrifty Call objects to the definition of “document” on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome. Thrifty Call also objects to this definition to the extent that it exceeds the requirements of the Florida Rules of Civil Procedure.

RESPONSES AND OBJECTIONS TO SPECIFIC INTERROGATORIES

The General Objections and Reservations of Rights noted above apply to, and are incorporated in, the individual response herein, whether or not expressly incorporated by referenced in such individual response. Thrifty Call objects specifically to the individual Requests as follows:

79. Regarding Timothy Gates’ statement on page 8, line 3 of his Rebuttal Testimony that AT&T Florida has not complied with its Tariff “in every instance”, please identify every instance in which AT&T Florida has complied with its Tariff and the specific section of the Tariff that AT&T Florida complied with.

Objection: Duplicative. See Interrogatory No. 78.

94. Did the PIU factor that Thrifty Call reported to AT&T Florida between January 1, 1998 and April 1, 2000 serve as the basis of AT&T Florida’s invoices to Thrifty Call for the access services Thrifty Call purchased from AT&T Florida during said time period?

Objection: Vague and ambiguous, unduly burdensome, overbroad. The basis of AT&T Florida’s invoices are known only to AT&T. Further, Thrifty Call no longer possesses copies of the invoices sent by AT&T Florida between January 1, 1998 and April 1, 2000. Thrifty Call requested that AT&T Florida produce the invoices in discovery (see Thrifty Call Request for Production of Documents No. 2). AT&T Florida objected to the request and has refused to produce any invoices.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by electronic and U.S. Mail to the following this 21 day of March, 2008:

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