

PUBLIC ATTACHMENT A

REDACTED

EXHIBIT NUMBER-DATE

02865 MAY-4 20

FPSC-COMMISSION CLERK

PUBLIC VERSION

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Amended Complaint of

QWEST COMMUNICATIONS COMPANY, LLC,

Against

Docket No. 090538-TP

MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (D/B/A VERIZON ACCESS TRANSMISSION SERVICES), XO COMMUNICATIONS SERVICES, INC., TW TELECOM OF FLORIDA, L.P., GRANITE TELECOMMUNICATIONS, LLC, BROADWING COMMUNICATIONS, LLC, ACCESS POINT, INC., BIRCH COMMUNICATIONS, INC., BUDGET PREPAY, INC., BULLSEYE TELECOM, INC., DELTACOM, INC., ERNEST COMMUNICATIONS, INC., FLATEL, INC., LIGHTYEAR NETWORK SOLUTIONS, LLC, NAVIGATOR TELECOMMUNICATIONS, LLC, PAETEC COMMUNICATIONS, INC., STS TELECOM, LLC, US LEC OF FLORIDA, LLC, WINDSTREAM NUVOX, INC., AND JOHN DOES 1 THROUGH 50.

**SUPPLEMENTAL RESPONSE OF GRANITE TELECOMMUNICATIONS, LLC
TO INTERROGATORY NO. 2 AND DOCUMENT REQUEST NO. 2
FROM QWEST COMMUNICATIONS COMPANY, LLC**

Granite Telecommunications, LLC ("Granite"), by and through its undersigned counsel, hereby provides its first supplement to Interrogatory No. 2 and Document Request No. 2 from Qwest Communications Company, LLC. Information in these responses was supplied by Geoff Cookman, Granite Telecommunications, LLC, and counsel.

This Supplemental Response is in addition to the Responses served by Granite on December 2, 2011, and all objections (general and specific) and definitions set forth in the December 2, 2011 Response are incorporated herein by reference.

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SUPPLEMENTAL RESPONSES TO INTERROGATORIES

Interrogatory No. 2. *For each agreement identified in response to No. 1:*

a. Identify which rates, terms or conditions set by the agreement differ (or at any time differed) from the rates, terms or conditions stated in your filed Florida switched access price list effective at the time of such difference.

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that it seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

Granite further objects to this request as Unduly Burdensome given that QCC can identify the information requested through review of Granite agreements made available to QCC and the Granite filed price list, which is a publicly available document.

Without waiving and subject to the objections stated herein, Granite responds as follows:

- (a) For the AT&T Agreement, please refer to the AT&T Agreement for its terms and Granite's price list on file with the Commission for their rates, terms and conditions.
- (b) The terms of the Sprint Informal Agreement are Confidential. Please refer to Granite's price list on file with the Commission for its rates, terms and conditions.
- (c) The terms of the Verizon Business Agreement are Confidential. Without waiving any such confidentiality as to the remaining terms of the agreement, Granite states that the Verizon Business Agreement does not provide any intrastate switched access rates that vary from the terms of Granite's filed Florida switched access price list. Please refer to Granite's price list on file with the Commission for its rates, terms and conditions.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, please refer to the documents produced by Sprint under subpoena for responsive information related to the Sprint Informal Agreement.

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b. *Fully describe all reasons explaining and supporting your decision to offer the IXC rates, terms and conditions for intrastate switched access different from the rates, terms and conditions set forth in your then-effective price list.*

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

Without waiving, and subject to all stated objections, Granite provides the following non-confidential portion of its response:

- (a) Granite was coerced by AT&T to enter the settlement agreement. Prior to entering the agreement, AT&T unlawfully withheld all access charge payments under Granite's filed tariffs and price lists on a nationwide basis. AT&T refused to make any payments to Granite unless Granite agreed to enter a settlement agreement under rates, terms and conditions demanded by AT&T.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite provides the following response as CONFIDENTIAL subject to the parties' Stipulated Confidentiality and Protective Agreement:

*****BEGIN CONFIDENTIAL*****

[REDACTED]

[REDACTED]

*****END CONFIDENTIAL*****

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c. *Identify the precise date on which the agreement became effective.*

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

Without waiving, and subject to all stated objections, Granite provides the following non-confidential portion of its response: Please refer to the AT&T Agreement for its effective date.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, please refer to the documents produced by Sprint under subpoena for responsive information related to the Sprint Informal Agreement.

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d. Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

Without waiving, and subject to all stated objections: Not Relevant.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite further provides the following response as CONFIDENTIAL subject to the parties' Stipulated Confidentiality and Protective Agreement:

*****BEGIN CONFIDENTIAL*****

[REDACTED]

[REDACTED]

*****END CONFIDENTIAL*****

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e. Identify, by year, how many dollars, and for how many minutes of use, you billed the IXC for intrastate switched access services in Florida while the agreement was effective.

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above. Granite further objects to this request as being Vague and Ambiguous.

Granite also objects to this request given that it seeks confidential and proprietary information. All of the information requested under this interrogatory is confidential and proprietary information.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite provides the following response as ATTORNEYS' EYES ONLY subject to the parties' Stipulated Confidentiality and Protective Agreement:

*****BEGIN ATTORNEYS' EYES ONLY*****

[REDACTED]

*****END ATTORNEYS' EYES ONLY*****

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i. *If you contend that QCC was not (at the time of the agreement became effective) similarly situated to the LXC party to the agreement, identify and fully explain all ways in which QCC and said LXC were not similarly situated.*

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above. Granite further objects to this request as being Vague and Ambiguous, and specifically objects to QCC's offensive use of the term "similarly situated." Granite further objects to this request as calling for a Legal Conclusion.

This request is likewise improper to the extent it seeks to shift QCC's burden of proof to demonstrate that QCC is similarly situated to each other IXC party to each agreement. Without waiving and subject to the objections stated herein, Granite responds that Granite is unable to respond to this request since QCC, as Complainant, has not met its burden of proof, has not yet responded to any discovery on this question, and has failed even to assert the existence of facts that may support any valid claim.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite reiterates the Initial Response set forth above, refers QCC to Granite's responses to Interrogatory 2.b., and specifically reserves the right to supplement Granite's responses – particularly upon QCC's assertion of a lawful claim and QCC's production of facts and complete responses to discovery. QCC may not, for example, serve and insist upon responses to discovery seeking facts analogous to those that QCC itself refuses to produce.

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s. *During the period of time the agreement was effective, did you ever (a) disclose or produce a copy of the agreement to QCC, or (b) solicit whether QCC was interested in negotiating a switched access agreement (relating to your provision of switched access to QCC)?*

INITIAL RESPONSE: Granite responds to this request pursuant to the same objections and in the same manner as stated in response to subpart o., above. Granite further objects to this request as being improper to the extent it seeks to shift QCC's burden of proof.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite responds that the agreement with AT&T was made public by Granite on June 22, 2006, and Granite disclosed that fact to QCC via notice sent that same day.

Granite did solicit whether QCC was interested in negotiating a switched access agreement. A copy of Granite's letter to QCC in this regard was produced as Doc. No. Granite-0001 in response to Staff Document Request No. 1, which was previously provided to QCC. QCC did not respond to Granite's letter, and instead filed a complaint against Granite before the Colorado PUC six days later.

PUBLIC VERSION

SUPPLEMENTAL RESPONSES TO DOCUMENT REQUESTS

Document Request No. 2. *For each agreement identified in response to Interrogatory No. 1:*

a. Produce an unredacted copy of the agreement.

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered and executed by the parties.

Granite further objects to this request as Overly Broad and Unduly Burdensome given that QCC has the information requested.

Without waiving and subject to all stated objections, Granite states that the AT&T Agreement is a public document, which QCC has previously obtained.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite further responds that there exists no written agreement between Granite and Sprint.

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b. *If the agreement has terminated, produce all documents relating to the termination of the agreement.*

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above. Without waiving and subject all stated objections, please refer to Granite's response to Interrogatory No. 2(d) above.

FIRST SUPPLEMENTAL RESPONSE:

Without waiving and subject to the objections previously stated and incorporated herein, a copy of the notice terminating the AT&T settlement agreement is produced with this response.

As to any documents relating to Sprint, QCC is referred to the Confidential documents produced by Sprint under subpoena.

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j. *Produce all communications between you (and its affiliates) and the IXC (and its affiliates) in conjunction with the negotiation of the agreement.*

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1.

Granite further objects to this request as Overly Broad, Unduly Burdensome and Not Relevant, to the extent that it seeks information relating to companies that are not parties to this proceeding.

Moreover, Granite objects to this request given that it seeks confidential and proprietary information. Responsive, non-privileged and non-protected confidential and proprietary information shall be provided in a supplemental response once a protective order and/or nondisclosure agreement has been entered by the parties.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, please refer to the Confidential documents produced by Sprint under subpoena.

Dated: May 3, 2012

s/ Andrew M. Klein

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*Counsel for Respondent
Granite Telecommunications, LLC*

* Designated as a qualified representative in Docket No. 100008-OT

**CERTIFICATE OF SERVICE
DOCKET NO. 090538-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic delivery and/or U.S. Mail this 3rd day of May, 2012, to the following:

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/s Allen C. Zoracki
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* Confidential Attachment A also provided by U.S. Mail pursuant to Stipulated Confidentiality and Protective Agreement.