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Subject: Docket No. 090538-TP - Emergency Motion of BullsEye Telecom, Inc. to Compel Discovery from Qwest Communications Company, LLC

Attachments: 090538-TP - BullsEye Motion to Compel w Exhibits.pdf

Attached for electronic filing in the above-referenced docket, please find the *Emergency Motion of BullsEye Telecom, Inc. to Compel Discovery from Qwest Communications Company, LLC d/b/a CenturyLink QCC*. The motion is being served in accordance with the certificate of service appended to the motion. If you have any questions, please do not hesitate to contact us.

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b. Docket No.: 090538-TP – Amended Complaint of Qwest Communications Company, LLC against MCImetro Access, et al.

c. Filed on behalf of: BullsEye Telecom, Inc.

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e. Brief Description: Emergency Motion to Compel Discovery from Qwest

Respectfully submitted,

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Amended Complaint of QWEST
COMMUNICATIONS COMPANY, LLC,
Against MCIMETRO ACCESS
TRANSMISSION SERVICES, LLC (D/B/A
VERIZON ACCESS TRANSMISSION
SERVICES), TW TELECOM OF FLORIDA,
L.P., GRANITE TELECOMMUNICATIONS,
LLC, BROADWING COMMUNICATIONS,
LLC, BUDGET PREPAY, INC., BULLSEYE
TELECOM, INC., DELTACOM, INC., ERNEST
COMMUNICATIONS, INC., FLATEL, INC.,
NAVIGATOR TELECOMMUNICATIONS,
LLC, PAETEC COMMUNICATIONS, INC.,
SATURN TELECOMMUNICATIONS
SERVICES, INC. (D/B/A EARTHLINK
BUSINESS), US LEC OF FLORIDA, LLC,
WINDSTREAM NUVOX, INC., AND JOHN
DOES 1 THROUGH 50.

Docket No. 090538-TP

Filed: October 12, 2012

**EMERGENCY MOTION OF BULLSEYE TELECOM, INC. TO COMPEL DISCOVERY
FROM QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC**

Pursuant to the Commission's *Order Establishing Procedure*¹ issued in the above-captioned proceeding and Rule 1.380, Florida Rules of Civil Procedure, BullsEye Telecom, Inc. ("BullsEye") hereby moves, on an emergency basis, for an Order compelling Qwest Communications Company, LLC d/b/a CenturyLink QCC ("QCC") to produce discoverable information duly requested by BullsEye.

The documents and information sought by BullsEye fall squarely within the scope of this proceeding and are directly relevant to the claims asserted by QCC and the defenses interposed by BullsEye. QCC has failed to raise any valid objection, yet continues in its refusal to provide the material it is required by applicable law to produce. QCC's refusal to produce the material

¹ Order No. PSC-12-0048-PCO-TP (issued February 2, 2012).

serves to obstruct the development of a full record and delay resolution of QCC's unfounded claims.

BullsEye must therefore move for an order compelling QCC to produce the material required by the discovery requests discussed below. Should QCC fail to completely produce such material, the Commission respectfully must order the hearing postponed or preclude QCC from introducing testimony or evidence on the subjects to which the discovery requests relate.²

In light of the hearing that is scheduled to begin on October 23, 2012, BullsEye requests that this Motion be heard and granted on an emergency basis. QCC should not be permitted to proceed to hearing on its claims without having produced basic information central to those claims and defenses (particularly since some of issues to which the discovery relates QCC first addressed in its pre-filed rebuttal testimony). Expedited relief is likewise appropriate given that QCC is already well aware of the specific items and positions addressed herein, as BullsEye immediately sought and held a lengthy meet-and-confer with QCC counsel concerning these issues, and only received QCC's follow-up responses on October 10th. The Commission was alerted to the possible need for the relief sought herein during the Prehearing Conference held on October 3, 2012.

I. SUMMARY AND BACKGROUND

1. On August 31, 2012, BullsEye served its *Second Set of Interrogatories (Nos. 5-22)* and *Third Set of Document Requests (Nos. 13-24)* to QCC, which are attached hereto as Exhibit A ("BullsEye Requests"). The requests largely sought information and documents alluded or referred to in QCC's own pre-filed Direct and Rebuttal testimony, including:

- a. QCC's use of "underlying third-party carriers" to terminate intrastate access

² See Rule 1.380(b), Florida Rules of Civil Procedure (authorizing evidentiary sanctions where a party fails to comply with an order to produce discovery).

traffic to customers of CLECs, as an alternative to CLEC-provided switched access,

- b. QCC's own individual-case basis agreements with CLECs that relate to switched access charges,
- c. the reasons that QCC asserted a position against in its 2007 claim against AT&T that is diametrically opposite to the position QCC now asserts against the CLECs in this case, and
- d. documents and correspondence of specific QCC personnel that QCC has itself identified as possessing information relevant to this proceeding, including a QCC fact witness.

2. On October 1, 2012, QCC served its *Objections and Responses to BullsEye Telecom, Inc.'s Second Set of Interrogatories (Nos. 5-22) and Third Set of Document Requests (Nos. 13-24)* ("QCC Objections and Responses"). QCC objected to nearly every request and refused to provide a response. In most instances, the objection was a combination of boilerplate statements (such as being "unduly burdensome") and self-serving statements of QCC's position in the case.³ A copy of the redacted version the QCC Objections and Responses is attached

³ QCC's boilerplate "unduly burdensome" objection should be denied as facially deficient. To raise such an objection under the Florida Rules of Civil Procedure, the Commission has held that the objection "must be quantified." Case NO. 041114-TP, *XO Florida, Inc. v. BellSouth Telecommunications, Inc.*, Order No. PSC-0500546-PCO-TP (issued May 17, 2005). Indeed, "it is incumbent upon [the objecting party] to quantify...the manner in which such discovery might be overly broad or burdensome. They must be able to show the volume of documents, or the number of man-hours required in their production, or some other quantitative factor that would make it so." *First City Development of Florida, Inc. v. Hallmark of Hollywood Condominium Ass'n, Inc.*, 545 So.2d 502, 503 (Fla. 4th DCA 1989) *overruled on other grounds by Bd. of Trustees of Internal Improvement Trust Fund v. Am. Educational Enterprises, LLC*, --- So.3d ----, 2012 WL 4449131 (Fla. 2012). As QCC's objections fail to provide any such justification, it has provided no basis on which to raise such an objection. Moreover, as the company that brought this case, QCC should not be heard to argue that information necessary to evaluate its position in the case is somehow "unduly burdensome."

hereto as Exhibit B.⁴

3. Upon receipt of the QCC Responses, BullsEye immediately reached out to QCC counsel in an attempt to address this matter without Commission intervention. BullsEye requested a meet-and-confer with QCC on October 2nd, and late on October 4th BullsEye and QCC met via conference call to review each QCC deficient response. QCC generally refused to provide any further responses, but agreed to follow-up on four requests (Interrogatory 15 and Document Requests 16, 23 and 24). QCC provided follow-up responses by email on October 10, 2012 (attached hereto as Exhibit C), which BullsEye will accept as resolving these items. However, QCC's response to nearly every other BullsEye Request remains non-responsive or materially deficient.

4. Specifically, QCC has failed to respond to twelve of the BullsEye Interrogatories – namely, Nos. 6, 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21 – and four BullsEye Document Requests – namely, Nos. 15, 17, 21, 22. As explained below, QCC's objections are indefensible. QCC is impeding BullsEye's defense in this matter by refusing to respond to basic and relevant discovery requests that seek information directly related to the position taken in QCC's Amended Complaint and pre-filed testimony, and the defenses appropriately raised by BullsEye in response to QCC's assertions.

5. QCC's position on the discoverable material seems to be that if the material is not supportive of QCC's theory of the case, then QCC will not produce it. Given the unsustainability of that position, QCC must be ordered to immediately produce all of the discoverable material being withheld.

⁴ The redacted version is attached given that the confidential information is not relevant to this Motion.

II. THE DISCOVERY SOUGHT BY BULLSEYE IS OF UNQUESTIONABLE RELEVANCE AND MUST BE PRODUCED BY QCC.

6. The discovery that QCC is refusing to produce goes to the heart of issues that QCC has placed in contention. For example, while QCC filed this suit seeking damages related to intrastate access charges, QCC is refusing to reveal to BullsEye and the Commission the circumstances under and extent to which QCC was and is able to route that same access traffic through third-party carriers to avoid CLEC price list rates. Similarly, QCC asserts the impropriety of what it refers to as “secret” off-price list agreements, yet refuses to produce details relating to its own such agreements and the extent of the benefit it received thereunder. While QCC seeks an order of monetary “reparations” from the Commission, QCC is on record in prior litigation stating that the Florida PSC has no such authority,⁵ and yet refuses to produce facts related to its change in position. The rules governing discovery do not permit QCC to suppress this and other such information.

7. The Commission’s Order Establishing Procedure provides that “[d]iscovery shall be conducted in accordance with the provisions of Chapter 120, F.S., and the relevant provisions of Chapter 364, F.S., Rules 25-22, 25-40, and 28-106, F.A.C., and the Florida Rules of Civil Procedure (as applicable)” except as such rules are modified by the Order or Prehearing Officer.⁶

8. The scope of discovery is thus defined by the Florida Rules of Civil Procedure, which instructively provide that:

Parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of any other party, including the existence, description, nature, custody, condition, and location of

⁵ See Rebuttal Testimony of Peter K. LaRose, Exhibit PKL-1 (filed Aug. 9, 2012).

⁶ Order Establishing Procedure, at 4.

any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.⁷

9. Further, when evaluating other motions to compel, the Commission has relied on Rule 1.370(a), Florida Rules of Civil Procedure, which provides that “[u]nless the [Commission] determines that an objection is justified, it shall order that an answer be served.”⁸ As QCC has raised no valid objection the requests described below, the Commission must compel QCC to fully respond to each such request.

A. Interrogatories 6-9 and Document Request 15: Information Relative to QCC’s Use of Third-Party Carriers to Terminate Access Traffic

10. QCC concedes that it uses third party carriers to terminate access traffic in Florida.⁹ Interrogatories 6-9 and Document Request 15 seek information about these access avoidance or cost-reduction arrangements, including the extent to which QCC has used such arrangements. QCC, however, refuses to provide details about its relationship with these alternate routers or the extent to which such arrangements are in fact available to QCC. Specifically, QCC refuses to identify (a) the third-party providers it has used, (b) the number of minutes QCC sent to these alternate routers for termination, (c) the rates QCC pays for such access termination, and (d) the terms of such arrangements, and refuses to produce the written

⁷ Rule 1.280(b)(1), Florida Rules of Civil Procedure.

⁸ See, e.g., Case No. 000475-TP, *In Re: Complaint by BellSouth Telecommunications, Inc. Against Thrifty Call, Inc. Regarding Practices in the Reporting of Percent Interstate Usage for Compensation for Jurisdictional Access Services*, Order No. PSC-08-0339-PCO-TP, at 3 (issued May 28, 2008) (Commissioner Lisa Polak Edgar, Presiding Officer).

⁹ See Exhibit A, QCC Objection and Response to Interrogatory No. 5; see also Direct Testimony of Dennis L. Weisman, at 14 (dated filed June 14, 2012) (referring to an IXC’s use of an “underlying carrier” to terminate calls to CLECs).

agreements.¹⁰ QCC has claimed that such requests are “unduly burdensome” or “not relevant.”¹¹

11. QCC’s objection is plainly unsustainable. The information sought is indisputably relevant, for example, to QCC’s own position on Issue No. 5 in the Commission’s Order Establishing Procedure. QCC’s entire position on that issue is based on its expert witness’s theory that any difference in rates for a “bottleneck” service constitutes “unreasonable discrimination.”¹² QCC, in turn, claims that CLEC switched access is a “bottleneck” service.¹³ QCC’s recent admission that it uses third-party carriers to avoid CLEC-provided switched access and/or CLEC price list rates clearly undercuts QCC’s theory, as it demonstrates that QCC has alternatives to switched access services offered under CLEC price lists. Details concerning the availability and use of such alternatives are thus of significant and undeniable relevance.

12. BullsEye notes that the Commission has never found switched access service to be a bottleneck, and QCC’s attempt to have the Commission create and retroactively impose such a rule is therefore meritless. However, QCC must still produce discoverable material related to QCC’s asserted position. Thus, while QCC certainly has an interest in suppressing discovery regarding QCC’s use of third-party alternate routers, as that will further reveal a fundamental flaw in QCC’s essential theory of this case, the Commission must reject that attempted suppression.

13. The details of QCC’s alternate routing arrangements are also likely to further explain why QCC chose not to dispute BullsEye’s price list charges or seek contract-based pricing (as AT&T did). Additionally, information about the rates and volumes of traffic

¹⁰ See Exhibit B, QCC Objection and Response to Interrogatory Nos. 6-9, and QCC Objection and Response to Document Request No. 15.

¹¹ See Exhibit B, QCC Objection and Response to Interrogatory No. 6.

¹² QCC Prehearing Conference Statement, Basic Statement of Position, at 7 (filed Sept. 14, 2012).

¹³ *Id.*

associated with these underlying carriers is of obvious relevance to QCC's claim for damages, since such information will show the extent to which QCC avoided or could have avoided CLEC price list rates through such arrangements.¹⁴ As such, the information sought is necessary to fully test and evaluate QCC's position in this case, such that QCC must be ordered to produce responsive information.

B. Interrogatories 10-12 and Document Request 17: Information Relative to QCC's Own Switched Access Agreements with CLECs

14. While QCC attacks BullsEye and other respondents for entering into what QCC derisively calls "secret agreements" for switched access service, it has recently been revealed that QCC has itself entered into such agreements. QCC was forced to admit to the existence of these QCC/CLEC agreements in response to the discovery request of another CLEC and another respondent's discovery production,¹⁵ and has referred generally to such agreements in QCC's own rebuttal testimony.¹⁶ Thus, while QCC attacks what it terms "secret switched access discount agreements with preferred IXCs,"¹⁷ it turns out that QCC is actually one of those "preferred IXCs."

15. BullsEye Interrogatories 10-12 and Document Request 17 require QCC to produce information concerning these agreements that QCC has with CLECs for off-price list switched access rates. Although QCC brought this case based on the existence of these very such agreements, QCC now hypocritically claims that such agreements are "not relevant." QCC refuses to provide critical details about these agreements or produce actual copies of the

¹⁴ Moreover, while QCC has no anti-competitive claims, such information would show the lack of any such harm.

¹⁵ See QCC Supplemental Response to Birch Interrogatory No. 1 (dated April 27, 2012); Supplemental Response of Granite Telecommunications to Staff Interrogatory Nos. 4 and 6 (dated June 28, 2012).

¹⁶ See Rebuttal Testimony of William R. Easton, at 17 (filed Aug. 9, 2012).

¹⁷ Direct Testimony of Lisa Hensley Eckert, at 2 (filed June 14, 2012).

agreements.¹⁸

16. QCC's own off-price list switched access agreements are directly relevant for several rather obvious reasons. First, QCC's assertion that it did not know about the existence or availability of such agreements until QCC learned of the AT&T agreements is shown to be demonstrably false.¹⁹ While it is now known that QCC actually requested and entered into one of these off-price list switched access agreements with a CLEC a decade ago, the timing and prevalence of other such agreements remains known only to QCC.

17. More specifically, QCC's own "secret" off-price list switched access agreements are of direct relevance to several items within Issue 8 of the Order Establishing Procedure. For example, the extent to which QCC has entered into its own agreements is directly relevant to the BullsEye affirmative defense subsumed within Issue 8(g) (*i.e.*, that QCC's claim is barred given that QCC sought and received QCC off-price list switched access contracts with certain CLECs but affirmatively decided not to seek such agreements with others).²⁰ Moreover, the prevalence and availability of QCC off-price list switched access agreements and QCC's savings under such agreements is relevant to refutation of QCC's claim that it was somehow harmed in the "downstream" retail market due simply to analogous agreements entered into by others.²¹ The information QCC attempts to withhold is clearly relevant and must be produced.

18. QCC has made clear in its objections and representations that its refusal to produce discovery is based in large part on the assertion that such information is not consistent

¹⁸ However, information concerning one such agreement was produced by Granite Telecommunications, which QCC has since dismissed from the proceeding. Supplemental Response of Granite Telecommunications to Staff, Response to Interrogatory Nos. 4 and 6 (dated June 28, 2012).

¹⁹ *See generally*, Direct Testimony of Lisa Hensley Eckert (filed June 14, 2012).

²⁰ BullsEye Prehearing Statement, Appendix A – Issue 8(g) (filed Sept. 14, 2012).

²¹ *See, e.g.*, Direct Testimony of Dennis L. Weisman, at 5 *et seq.* (filed June 14, 2012).

with, nor relevant to QCC's theory of the case. Such a position is flatly unsustainable, as the scope of lawful discovery justifiably allows parties to obtain discoverable information in support of positions or theories with which the opposing party may disagree.²² The Commission should not expect QCC to agree that QCC's claims are barred by virtue of QCC having sought and obtained its own "secret" off-price list contracts. However, QCC's unsurprising disagreement does not enable QCC to suppress that very information. QCC must be ordered to produce the information requested.

C. Interrogatories 17-18 and Document Request 13: QCC's pursuit and settlement of claims against AT&T attributable to the same access agreements here at issue and QCC's preclusive statements of position.

19. Interrogatories 17 and 18 and Document Request 13 (in relevant part) seek information relating to QCC's abrupt change in position after QCC entered a settlement agreement with AT&T relating to the same contracts at issue in this proceeding. In 2007, QCC filed a civil complaint against AT&T alleging that AT&T forced BullsEye and other CLECs to enter nationwide switched access settlement agreements, and that QCC was "damaged" due to AT&T's anti-competitive actions.²³

20. QCC claimed that the AT&T agreements were void, illegal, and unenforceable in most states, including Florida, and that QCC had no remedy for the claimed damage before the

²² See, e.g., Rule 1.280(b)(1), Florida Rules of Civil Procedure, which provides in part that "Parties may obtain discovery regarding any matter ... that is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the party seeking discovery or the claim or defense of any other party[.]" Indeed, opponents in litigation will nearly always have different theories of the case. While BullsEye believes, for example, that QCC's claims are lawfully barred regardless of the existence of any settlement agreements, BullsEye did not object to the QCC discovery through which QCC obtained the BullsEye/AT&T settlement agreement. QCC should not be permitted to refuse to provide information simply because QCC has a divergent theory and does not agree with BullsEye's position on the merits.

²³ See Rebuttal Testimony of Peter K. LaRose, Exhibit PKL-1 (filed Aug. 9, 2012). It is noteworthy that QCC makes no such claim in this case.

Florida Public Service Commission or in any other forum.²⁴ QCC later settled its claim against AT&T, and shortly thereafter filed complaints against CLECs under a diametrically opposite position: arguing that the agreements are not only legal and enforceable, but that QCC is now somehow entitled to benefit from their terms.

21. The discovery QCC refuses to answer seeks information relative to this 180-degree change in position, which facts are relevant to, among others, Issues 8(a), 8(d) and 8(h). These issues include, without limitation, the reasons for QCC's delay in initiating this proceeding and QCC's preclusive change in position. QCC, however, has refused to respond under an objection that such a request "calls for a legal conclusion."²⁵

22. Such objection has absolutely no merit, as BullsEye's requests do not seek any conclusion of law. Rather, BullsEye asks QCC to: (a) state whether QCC *contends* that AT&T's agreements for switched access service were "void, illegal, and/or unenforceable" in Florida prior to July 1, 2011 and (b) if QCC does not currently hold that contention, the date on which QCC ceased to hold that contention. Thus, QCC is simply being asked to clarify its position in this case, to identify a date, and to produce any documents that reflect such date or change in position. As the Commission has previously determined that such questions do not call for a conclusion of law,²⁶ QCC must be directed to fully respond to the requests.

D. Document Request Nos. 21 and 22: Documents of QCC Witness and Director

23. QCC witness Lisa Hensley Eckert filed Direct Testimony in this case that purports to, *inter alia*, "describe QCC's diligent efforts in attempting to gather facts and

²⁴ *Id.*

²⁵ See Exhibit B, QCC Responses to Interrogatory Nos. 17 and 18.

²⁶ See Case No. 000475-TP, *In Re: Complaint by BellSouth Telecommunications, Inc. Against Thrifty Call, Inc. Regarding Practices in the Reporting of Percent Interstate Usage for Compensation for Jurisdictional Access Services*, Order No. PSC-08-0339-PCO-TP, at 3 (issued May 28, 2008) (Commissioner Lisa Polak Edgar, Presiding Officer).

documents after becoming generally aware that some CLECs had entered into secret switched access discount agreements with preferred IXCs.”²⁷ This assertion relates to QCC’s position on Issue 8(a) – application of the statute of limitations to bar QCC claims. BullsEye vigorously challenges the accuracy of the assertions in this QCC testimony, and has already submitted evidence to show that QCC did not in fact use so-called “diligent efforts” to initiate this case given that – for example – QCC spent a year suing AT&T under a preclusively contrary position. Moreover, Ms. Hensley Eckert’s testimony notes her broad role within QCC and parent company Qwest concerning switched access, at the same time Minnesota PUC was investigating off-tariff switched access agreements in the Qwest ILEC territory – to which investigation the QCC Complaint in this matter relies on.

24. Document Request No. 22 asks QCC to produce Ms. Hensley Eckert’s documents, in relation to her being a QCC fact witness in this proceeding and having asserted knowledge of facts QCC itself places in contention. Parties such as BullsEye that disagree with QCC’s (and Ms. Hensley Eckert’s) contentions are indisputably entitled to review Ms. Hensley Eckert’s documentation as it relates to, for example, the purported “diligent efforts” to which she is testifying.

25. QCC’s refusal to produce any responsive material, under an objection that the request is “vastly overbroad and unreasonable,” must fail. As an initial matter, the objection is – as noted above – facially deficient. The Commission has held that to raise such an objection it “must be quantified.”²⁸ For example, the objecting party “must be able to show the volume of documents, or the number of man-hours required in their production, or some other quantitative

²⁷ Direct Testimony of Lisa Hensley Eckert, at 2 (filed June 14, 2012).

²⁸ Case NO. 041114-TP, *XO Florida, Inc. v. BellSouth Telecommunications, Inc.*, Order No. PSC-0500546-PCO-TP (issued May 17, 2005).

factor that would make it so.”²⁹ As QCC has failed to make any such demonstration its objection must be denied on its face.

26. Furthermore, the request is not burdensome whatsoever and QCC should not be heard to object to production of material that QCC itself made relevant not only in the case but more specifically through its testimony. First, the production requested is not burdensome – it simply requires QCC to review one person’s emails and files and produce the responsive documents. Second, QCC did actually respond to a request that called for documents relating to the testimony of fellow QCC witness, Dr. Dennis Weisman.³⁰ Finally, if such an objection were somehow sustained, QCC would effectively be permitted to proffer testimony on facts already several years old without permitting any true investigation into such facts, which is the very purpose of discovery in the first place. The production of such discoverable material is necessary to ensure that a full and complete record can be presented to the Commission. The Commission must therefore order QCC’s production of the documents duly requested.

27. QCC has likewise been requested to produce documents of QCC Director Patrick Welch, who appears to be the person behind QCC’s unjustified claims against BullsEye and the other Respondents. Mr. Welch’s documents are expected to contain material related to Issues 8(a), (d), (g) and (h), at a minimum, and it is certainly noteworthy that QCC interposes no relevancy objection to Document Request No. 21.

28. While Mr. Welch’s directives have caused small CLECs like BullsEye to expend millions of dollars to defend against QCC claims that QCC has itself labeled as insupportable,³¹

²⁹ *First City Development of Florida, Inc. v. Hallmark of Hollywood Condominium Ass’n, Inc.*, 545 So.2d 502, 503 (Fla. 4th DCA 1989) *overruled on other grounds by Bd. of Trustees of Internal Improvement Trust Fund v. Am. Educational Enterprises, LLC*, --- So.3d ----, 2012 WL 4449131 (Fla. 2012).

³⁰ See Exhibit B, QCC Objection and Response to Document Request No. 20.

³¹ See, e.g., Rebuttal Testimony of Peter K. LaRose, Exhibit PKL-1 (filed Aug. 9, 2012).

QCC refuses to produce any of Mr. Welch's documents under a wildly broad claim of attorney client privilege and a vague claim of confidentiality.³² As neither of these grounds are supported or justified, QCC must produce the responsive material.

29. Mr. Welch does not appear to be an attorney. Rather, according to QCC, "Mr. Welch is a director of the corporate organization that is the client in this proceeding." Based on that simple assertion, QCC attempts to throw the cloak of privilege over each and every one of his communications and documents and those within his possession or control. There being no basis for such claim, and certainly no stated basis, the QCC objection must be summarily rejected.

30. Even if one were to consider such a claim, it would be easily shown to be baseless. Mr. Welch undoubtedly communicates with other members of the QCC staff who are not attorneys. One would expect these to include Mr. Welch's subordinates, as well as Ms. Lisa Hensley Eckert, a "Director in the Public Policy Organization at CenturyLink Inc., the corporate parent of [QCC]"³³ and William Easton, the "Wholesale Staff Director at CenturyLink Inc., the corporate parent of [QCC]."³⁴ Mr. Welch is also very likely to be in communication with TEOCO, a consulting entity that provides to QCC "multiple services related to the receipt, payment and auditing of intrastate switched access in Florida."³⁵ Such communications could certainly not all be privileged, as QCC attempts to assert.

31. Moreover, even otherwise privileged (or attorney work-product) documents lose their protection once they are shared with a third party. Surely some portion of the documents

³² See Exhibit B, QCC Objection and Response to Document Request No. 21.

³³ Direct Testimony of Lisa Hensley Eckert, at 1 (filed June 14, 2012).

³⁴ Direct Testimony of William Easton, at 1 (filed June 14, 2012).

³⁵ See Exhibit B, QCC Objection and Response to Interrogatory No. 21.

over which QCC might otherwise claim protection have in fact been sent to third parties, such as TEOCO, other respondents, and additional non-party entities.

32. Furthermore, QCC's objection "to the extent the request seeks documents" that QCC considers to be confidential is plainly invalid, given the non-disclosure agreement in place in this proceeding. In addition, while QCC now objects to the disclosure of "confidential settlement communications," QCC has itself in this proceeding requested those very same communications in relation to settlement agreements entered into between respondents and AT&T.³⁶

33. Finally, QCC is once again taking preclusively inconsistent positions. QCC asserts, on the one hand, that this Commission should force the disclosure of "secret switched access discount agreements with preferred IXCs" and force CLECs to provide a financial windfall to QCC. On the other hand, QCC now claims that its own "secret switched access discount agreements" should remain secret – even those reached with respondents to this very proceeding. Indeed, QCC refuses to even reveal why QCC suddenly and voluntarily dismissed XO Communications from this proceeding – yet insists on keeping BullsEye and other small entities in. Thus, to the extent that the Commission does not simply dismiss QCC's claims in this case as mutually inconsistent, the Commission is respectfully requested to order the immediate production of the discoverable material so that it is available prior to the hearing.

III. SUMMARY AND CONCLUSION

34. QCC must be ordered to immediately produce the discoverable information duly requested by BullsEye, as the documents and information sought by BullsEye fall squarely

³⁶ It is also worth noting that the Florida Rules of Civil Procedure provide that "[i]t is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence." Rule 1.280(b)(1).

within the scope of this proceeding and are directly relevant to the claims asserted by QCC and the defenses interposed by BullsEye, including the following:

- Third-party alternate access routing arrangements, available to and utilized by QCC, eliminate the central pillar of QCC's case, or at the very least mitigate QCC's damages claim.
 - Information concerning such contracts and arrangements contradicts the testimony of QCC's expert witness, as it demonstrates the existence of alternatives to circumvent the bottleneck he asserts to exist.
- The details of QCC's own "secret agreements" for switched access service serve not only to undermine QCC's fundamental assertions but also call into question QCC's knowledge of the substantive and temporal availability of such agreements.
 - Information concerning these agreements bears directly on the statute of limitations issue and QCC's damages claims.
- QCC's assertion of a position in this proceeding in direct contradiction to QCC's prior assertions in litigation against AT&T, through which QCC benefited by an out of court settlement.
 - QCC previously argued that the BullsEye settlement agreement with AT&T was "void, illegal and unenforceable," but now seeks to further enrich itself from that same agreement.
 - QCC seeks monetary reparations, while acknowledging that the Florida PSC has no such authority.
- QCC's tenuous assertion that it had no knowledge of off-price list agreements and

was “diligent” in attempting to discover them.

- Information concerning QCC’s own settlement agreements, arrangements for switched access rates, and voluntary dismissals of parties undermines QCC’s entire case and calls into question whether QCC is engaging in the very same type of activity that it claims to be discriminatory.

35. Counsel for BullsEye has conferred with counsel for QCC in good faith, as discussed above, and QCC opposes the relief requested.

* * *

WHEREFORE, in consideration of the foregoing, BullsEye respectfully requests that the Commission issue an order requiring QCC to produce the material required by the discovery requests discussed herein. Should QCC fail to completely produce such material, the Commission respectfully must order the hearing postponed or preclude QCC from introducing testimony or evidence on the subjects to which the discovery requests relate. BullsEye further requests that the Commission grant such relief on an emergency basis, given that the hearing is currently set to begin on October 23, 2012.

Dated this 12th day of October, 2012.

Respectfully submitted,

/s/ Andrew M. Klein

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Counsel for BullsEye Telecom, Inc.

* Designated as qualified representatives in Docket No. 100008-OT.

EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Amended Complaint of QWEST
COMMUNICATIONS COMPANY, LLC, Against
MCIMETRO ACCESS TRANSMISSION
SERVICES, LLC (D/B/A VERIZON ACCESS
TRANSMISSION SERVICES), TW TELECOM
OF FLORIDA, L.P., GRANITE
TELECOMMUNICATIONS, LLC, BROADWING
COMMUNICATIONS, LLC, BUDGET PREPAY,
INC., BULLSEYE TELECOM, INC.,
DELTACOM, INC., ERNEST
COMMUNICATIONS, INC., FLATEL, INC.,
NAVIGATOR TELECOMMUNICATIONS, LLC,
PAETEC COMMUNICATIONS, INC., SATURN
TELECOMMUNICATIONS SERVICES, INC.
(D/B/A EARTHLINK BUSINESS), US LEC OF
FLORIDA, LLC, WINDSTREAM NUVOX, INC.,
AND JOHN DOES 1 THROUGH 50.

Docket No. 090538-TP

Dated: August 31, 2012

BULLSEYE TELECOM, INC.'S SECOND SET OF INTERROGATORIES (NOS. 5-22)
AND THIRD SET OF DOCUMENT REQUESTS (NOS. 13-24)
TO QWEST COMMUNICATIONS COMPANY, LLC

BullsEye Telecom, Inc. ("BullsEye") pursuant to Rules 1.280, 1.340 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, hereby propounds this Second Set of Interrogatories (Nos. 5-22) and Third Set of Document Requests (Nos. 13-24) to Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Qwest" or "QCC"). QCC's productions shall be in accordance with the Instructions and Definitions below, and all other applicable laws, rules, and regulations.

Give the name, address, and relationship to Qwest of those persons providing the answers to each of the following Requests. Responses to these Requests should be served within 30 calendar days, and should be served electronically to the undersigned counsel of record, or in such other manner and at such other place as counsel may agree.

DEFINITIONS

1. As used herein, the term "QCC" refers to Qwest Communications Company, LLC, as well as to any and all predecessors and successors, and its present and former directors, officers, agents, representatives, employees, attorneys, and all other present or former persons, corporations, companies, partnerships, or organizations acting or purporting to act on behalf of Qwest Communications Company, LLC.

2. The term "BullsEye" refers to BullsEye Telecom, Inc.

3. "You" or "Your" means QCC.

4. "Commission" means the Public Utilities Commission of Colorado.

5. "LEC" means Local Exchange Carrier.

6. "IXC" means Interexchange Carrier.

7. "Document" shall mean all materials of any kind, regardless of its form, including but not limited to: any and all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including without limitation, email and attachments, electronically stored information, correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans,

drawings, surveys), and electronic, mechanical or optical records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata. Electronically stored information is to be produced in its native format directly from source drives.

8. “Identify” means:

- a. when used with respect to any person or entity, to state the person’s or entity’s full name, last known address, and job title, as applicable.
- b. when used with respect to a Document means to state the title or filename of the Document, a general description of the subject matter of the Document, the identity of each person who created, authored, prepared, modified, and/or revised the Document, the date(s) on which or date-range during which the Document was created, prepared, modified, and/or executed, and the identity of each person currently having custody or possession of the Document.

9. Any reference herein to a person shall include a natural person, firm, partnership, corporation, association, or other legal entity, and any and all of such person’s principals, employees, agents, attorneys, consultants, and other representatives.

10. “Relate(s) to,” “related to” or “relating to” means to refer to, reflect, concern, pertain to or in any manner be connected with the matter addressed.

11. Any word written in the singular herein shall be construed as plural and vice versa when necessary to facilitate the response to any request, so as to interpret the request in the broadest possible sense.

12. The terms “and” as well as “or” shall be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses which otherwise might be construed to be outside its scope.

INSTRUCTIONS

1. These data requests shall be deemed to be continuing. You are obligated to change, supplement, and correct all answers to discovery requests to conform to available information, including such information as first becomes available to you after the data requests hereto are filed and made, should additional information become known or should information supplied in the responses prove to be incorrect or incomplete. In the event it is claimed that any discovery request is premature because your investigation of the subject matter of the discovery request or your discovery is not completed, provide all the information now available to you and supplement the response as soon as further information is found.

2. The Response to each discovery request provided should first restate the request and also identify the person(s) supplying the information.

3. In answering these data requests, furnish all information that is available to you or may be reasonably ascertained by you, including information in the possession of any of your agents or attorneys, or otherwise subject to your knowledge, possession, custody or control.

4. These discovery requests cover all information in the possession, custody or control of QCC, including all information in the possession, custody or control of Qwest’s employees, officers and directors, and agents and all persons acting on QCC’s behalf, wherever it may be located. When production of any Document in your possession is requested, such request includes Documents subject to your possession, custody, or control. In the event that you are able to provide less than the entirety of the Document(s) called for in any particular request,

you shall provide all Document(s) that you are able to provide and state the reason, if any, for the inability to provide each of the remaining Documents or any portions thereof.

5. If any Document is withheld from production under a claim of privilege or other exemption from discovery, state the title and nature of the Document, and provide the following information with respect to each Document withheld:

- a. the name and title of the author and/or sender and name and title of the recipient;
- b. the date of the Document's origination;
- c. the name and title of each person or persons (other than stenographic or clerical assistants) participating in the preparation of the Document;
- d. the name and position, if any, of each person to whom the contents of the Documents have been communicated by copy, exhibition, reading or substantial summarization;
- e. a statement of the specific basis on which privilege is claimed and whether or not the subject matter or the entirety of contents of the Document is limited to legal advice or information provided for the purpose of securing legal advice; and
- f. the identity and position, if any, of the person or persons supplying the information requested in the subparagraphs above.

6. You shall produce original copies and drafts of each responsive, non-privileged Document, as well as copies that bear a mark or notation not contained on the original.

7. If a requested Document is kept in electronic form, produce it in the electronic format in which it is kept. If the information in the Document in the format in which it is kept is not accessible and/or readable through widely and commercially available software, produce a copy of the document in a reasonably usable format with functionality analogous to the native format. If there is any question as to whether information in a particular electronic form is

reasonably accessible and/or usable, please consult with counsel propounding this request concerning an acceptable means of production.

8. If you are unable to produce Documents in response to any discovery request, so state, and indicate whether the Documents ever existed, or whether the Documents once existed but cannot be located. If any Document once was, but is no longer in your possession, custody or control, state the whereabouts of any such Document when last in your possession, custody or control, state the date and manner of its disposition and identify its last known custodian.

9. Unless stated otherwise, these Requests cover the period January 1, 1998 through the present.

10. If any Document responsive to these discovery requests is considered to contain confidential or protected information, please furnish this information subject to the appropriate protective agreement in this case.

11. These discovery requests are not intended to be duplicative. All requests should be responded to fully and to the extent not covered by other requests. If there are Documents that are responsive to more than one request, please note and produce each such Document in response to the request that is more specifically directed to the subject matter of the particular Document, and identify such Document(s) in each other such response.

INTERROGATORIES

5. The Direct Testimony of Dennis L. Weisman refers on page 14 to an IXC's use of an "underlying third-party carrier" to terminate traffic to a customer of a CLEC. Since 2002, has QCC used an underlying third-party carrier to terminate intrastate interexchange traffic in Florida?
6. Identify all agreements, contracts, arrangements, or understandings between QCC and an underlying third-party carrier to terminate intrastate interexchange traffic in Florida, entered into or operated under since 2002.

7. For each agreement, contract, arrangement, or understanding identified in response to Interrogatory No. 6, identify the following:
 - a. The underlying third-party carrier;
 - b. The period during which the agreement, contract, arrangement, or understanding was in effect;
 - c. The rates, terms and conditions under which QCC purchased or the third-party provided termination services for intrastate interexchange traffic in Florida;
 - d. All CLECs to which traffic was terminated in Florida under such agreement, contract, arrangement or understanding, and
 - e. The volume of traffic handled.
8. For each calendar year from 2002 to present, identify the quantity of Florida intrastate access traffic that QCC sent to an underlying third-party carrier for termination in terms of minutes and as a percentage of QCC's overall volume of Florida intrastate access traffic. Set forth in detail all calculations and underlying data reviewed by QCC to provide its response to this Interrogatory.
9. For each calendar year from 2002 to present, identify the amount of Florida intrastate access traffic that QCC sent to an underlying third-party carrier for termination to each CLEC that has been named as a Respondent to this proceeding (including all CLECs that are no longer in the proceeding).
10. On page 17 of the QCC Rebuttal Testimony of William R. Easton, Mr. Easton refers to agreements between QCC and CLECs. As to each such agreement, or similar such arrangements or understandings, identify:
 - a. Each CLEC and any other LEC with whom QCC had such an agreement, arrangement, or understanding;
 - b. The period during which the agreement, arrangement, or understanding was in effect;
 - c. The rates, terms and conditions relating to payment, non-payment and/or waiver of access charges, and
 - d. The total value of such waivers, agreements, arrangements, or understandings.
11. In any instance where QCC had an agreement, arrangement or understanding with a LEC under which QCC obtained waivers of or was otherwise not assessed switched access charges, identify on a monthly basis the actual net rate (a) charged to, and (b) paid by, QCC for originating access and terminating access.

12. In any instance where QCC claims that QCC was charged for switched access by a CLEC despite the existence between QCC and the CLEC containing a waiver of switched access charges, did QCC pay such charges to the CLEC? If so, identify all such amounts.
13. Has QCC or its affiliates performed any cost studies for switched access services in any jurisdiction? If so, how many different such cost studies has QCC or its affiliates performed for switched access services from 1996 to present?
14. State in detail all considerations upon which QCC settled the QCC v. AT&T Lawsuit.
15. Identify the amount of damages claimed by QCC in the QCC v. AT&T Lawsuit relating to intrastate access charges, specifying:
 - a. The amount claimed for each year included within the claim, and
 - b. Whether the amount claimed included any claim attributable to the State of Florida relating to intrastate access charges, and if so that amount and the justification therefor.
16. With regard to the settlement of the QCC v. AT&T Lawsuit, identify whether QCC attributed any amount to the State of Florida, on a jurisdictional, tax, accounting, or other basis, and if so identify such amount and the justification therefor.
17. State whether QCC contends or believes that AT&T's off-tariff agreements for switched access service were void, illegal, and/or unenforceable in Florida prior to July 1, 2011.
18. To the extent QCC does not currently contend or believe that AT&T's off-tariff agreements for switched access service were void, illegal, and/or unenforceable in Florida prior to July 1, 2011, specify the date on which QCC ceased to believe in the accuracy of that assertion and identify the facts upon which QCC currently relies.
19. QCC has responded to prior discovery with the following statement:

In the course of its business, QCC creates countless documents that are not subject to record retention requirements of the Commission or the Federal Communications Commission. The information and documents are kept in numerous locations and may be moved from site to site as employees change jobs or as the business is reorganized.

Please identify:

- a. The record retention requirements of the Commission or the Federal Communications Commission to which QCC makes reference;
- b. QCC's record retention policy in effect for the period of QCC's claim, and
- c. Information and documents that are no longer available for production in this proceeding due to record retention policies, employee moves, reorganizations, or any other reason.

20. QCC has responded to prior discovery with the following statement:

QCC objects to the discovery requests to the extent they seek to impose an obligation on QCC to respond on behalf of subsidiaries, affiliates or other persons that are not parties to this case on the grounds that such requests are irrelevant, overly broad, and unduly burdensome.

Please identify:

- a. Each subsidiary, affiliate or persons that QCC knows or reasonably believes to have information relating to the subject matter of this proceeding, and which of such information has been produced, and
 - b. Whether QCC includes TEOCO, QCC consultants, and expert witnesses within the categories that QCC excludes from the scope of discovery.
21. Identify the role and responsibilities of TEOCO relative to QCC's receipt of, charges incurred for, contracts relating to, and disputes concerning intrastate switched access in Florida.
22. Identify any financial interest of TEOCO relative to the outcome of this proceeding.

DOCUMENT REQUESTS

13. Produce all documents that were reviewed or relied upon in providing QCC's response to Interrogatory Nos. 5-22, with the exception of number 13.
14. Produce all documents that relate to or reflect information requested under Interrogatory Nos. 5-22, with the exception of number 13.
15. Produce a copy of any contract, agreement, arrangement or understanding identified in response to Interrogatory No. 6.

16. Produce all documents and calculations relating to the amount of damages claimed by QCC in the QCC v. AT&T Lawsuit.
17. On page 17 of the Rebuttal Testimony of William R. Easton, Mr. Easton refers to agreements between QCC and CLECs. Produce all documents relating to or reflecting the agreements referred to by Mr. Easton.
18. Produce all contracts, agreements, arrangements or understandings between QCC and TEOCO relating to the subject matter of this proceeding.
19. Produce all contracts, agreements, arrangements or understandings between QCC and Dennis L. Weisman relating to the subject matter of this proceeding.
20. Produce all documents that Dennis L. Weisman reviewed or relied upon in performing his work as an expert witness for QCC in this proceeding. As part of your response, provide a list of all documents actually reviewed by Mr. Weisman in preparing his Direct and Rebuttal testimony submitted in this case.
21. Produce all documents and correspondence of Mr. Patrick Welch relating to this proceeding.
22. Produce all documents and correspondence of Ms. Lisa Hensley Eckert relating to this proceeding.
23. Produce all documents constituting or relating to agreements, contracts and settlements entered by CenturyLink and AT&T since 2004 concerning intrastate switched access in Florida.
24. Produce all documents constituting or relating to agreements, contracts and settlements entered by CenturyLink and any LEC since 2004 concerning intrastate switched access in Florida.

Dated: August 31, 2012

/s Andrew M. Klein

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* 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 31st day of August, 2012, to the following:

Florida Public Service Commission

Theresa Tan

Jessica Miller

Florida Public Service Commission

Office of General Counsel

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Windstream NuVox, Inc.

DeltaCom, Inc.

Saturn Telecommunications Services, Inc.

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/s Allen C. Zoracki
Allen C. Zoracki

EXHIBIT B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Amended Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Verizon Access Transmission Services); tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Budget Prepay, Inc.; BullsEye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; Saturn Telecommunications, Inc. d/b/a EarthLink Business; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP

DATED: OCTOBER 1, 2012

QWEST COMMUNICATIONS COMPANY, LLC'S OBJECTIONS AND RESPONSES TO BULLSEYE TELECOM, INC.'S SECOND SET OF INTERROGATORIES (NOS. 5-22) AND THIRD SET OF DOCUMENT REQUESTS (NOS. 13-24)

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("QCC") submits its responses to BullsEye Telecom, Inc. ("BullsEye") Second Set of Interrogatories (Nos. 5-22) and Third Set of Document Requests (Nos. 13-24) to Qwest Communications Company, LLC d/b/a CenturyLink QCC (collectively "Requests", individually "Request").

All general objections made in previous responses to information requests are incorporated by reference.

INTERROGATORIES

BullsEye Interrogatory No. 5

The Direct Testimony of Dennis L. Weisman refers on page 14 to an IXC's use of an "underlying third-party carrier" to terminate traffic to a customer of a CLEC. Since 2002, has QCC used an underlying third-party carrier to terminate intrastate interexchange traffic in Florida?

RESPONSE: QCC objects on the basis that request is not reasonably calculated to lead to the discovery of admissible evidence. This complaint case focuses on whether BullsEye engaged in unlawful rate discrimination with regard to its provision of intrastate switched access to QCC in Florida. Yet, this request is not limited to the termination of intrastate long distance calls or to calls for which BullsEye charged QCC for intrastate switched access. To the extent QCC handed calls to third party underlying carriers to carry and terminate calls, those calls (and the minutes of use associated with those calls) would not be captured in QCC's analysis of BullsEye's overcharge. While those underlying carriers (which bear the responsibility of obtaining switched access from the serving LEC) may possess claims against BullsEye based on those calls, those calls and potential claims are not directly relevant to this proceeding. The request also seeks information beyond the relevant time frame of QCC's claims against BullsEye. That relevant time frame is defined by the periods that BullsEye were actively providing secret discounts to other IXCs for intrastate switched access. Without waiver of its objections, QCC responds as follows.

Yes, QCC has used termination services provided by underlying carriers.

Respondent: QCC Legal;

William Easton, QCC Wholesale Advocacy
1600 7th Avenue, Room 1505
Seattle, WA 98191

BullsEye Interrogatory No. 6

Identify all agreements, contracts, arrangements, or understandings between QCC and an underlying third-party carrier to terminate intrastate interexchange traffic in Florida, entered into or operated under since 2002.

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 5. QCC further objects on the basis that the request is overly broad and unduly burdensome. To the extent QCC has any such agreements, contracts, arrangements or understandings with BullsEye, the request seeks information already in BullsEye's possession or control. As to any other such agreements, contracts, arrangements or understandings, this extremely burdensome request is not relevant in any way to a determination of whether BullsEye acted unlawfully as to its provision of intrastate switched access to QCC.

Respondent: QCC Legal

BullsEye Interrogatory No. 7

For each agreement, contract, arrangement, or understanding identified in response to Interrogatory No. 6, identify the following:

- a. The underlying third-party carrier;
- b. The period during which the agreement, contract, arrangement, or understanding was in effect;
- c. The rates, terms and conditions under which QCC purchased or the third-party provided termination services for intrastate interexchange traffic in Florida;
- d. All CLECs to which traffic was terminated in Florida under such agreement, contract, arrangement or understanding, and
- e. The volume of traffic handled.

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 6.

Respondent: QCC Legal

BullsEye Interrogatory No. 8

For each calendar year from 2002 to present, identify the quantity of Florida intrastate access traffic that QCC sent to an underlying third-party carrier for termination in terms of minutes and as a percentage of QCC's overall volume of Florida intrastate access traffic. Set forth in detail all calculations and underlying data reviewed by QCC to provide its response to this Interrogatory.

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 6.

Respondent: QCC Legal

BullsEye Interrogatory No. 9

For each calendar year from 2002 to present, identify the amount of Florida intrastate access traffic that QCC sent to an underlying third-party carrier for termination to each CLEC that has been named as a Respondent to this proceeding (including all CLECs that are no longer in the proceeding).

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 6.

Respondent: QCC Legal

BullsEye Interrogatory No. 10

On page 17 of the QCC Rebuttal Testimony of William R. Easton, Mr. Easton refers to agreements between QCC and CLECs. As to each such agreement, or similar such arrangements or understandings, identify:

- a. Each CLEC and any other LEC with whom QCC had such an agreement, arrangement, or understanding;
- b. The period during which the agreement, arrangement, or understanding was in effect;
- c. The rates, terms and conditions relating to payment, non-payment and/or waiver of access charges, and
- d. The total value of such waivers, agreements, arrangements, or understandings.

RESPONSE: QCC objects to this request on the basis that it is overly broad, unduly burdensome and (to the extent it seeks information regarding arrangements with BullsEye) seeks information already in your custody and control. QCC further objects on the basis that this request is not reasonably calculated to lead to the discovery of admissible evidence. This case relates to whether BullsEye violated Florida law with regard to its provision of intrastate switched access in Florida. To the extent BullsEye is seeking detailed information regarding agreements between QCC and other CLECs, such information bears no relation to this matter. Facts and circumstances related to QCC's provision of an unrelated, unregulated service to other parties is wholly irrelevant to whether BullsEye violated Florida law in connection with its provision of intrastate switched access to QCC. Further, the request seeks information beyond Florida.

Respondent: QCC Legal

BullsEye Interrogatory No. 11

In any instance where QCC had an agreement, arrangement or understanding with a LEC under which QCC obtained waivers of or was otherwise not assessed switched access charges, identify on a monthly basis the actual net rate (a) charged to, and (b) paid by, QCC for originating access and terminating access.

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 10.

Respondent: QCC Legal

BullsEye Interrogatory No. 12

In any instance where QCC claims that QCC was charged for switched access by a CLEC despite the existence between QCC and the CLEC containing a waiver of switched access charges, did QCC pay such charges to the CLEC? If so, identify all such amounts.

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 10.

Respondent: QCC Legal

BullsEye Interrogatory No. 13

Has QCC or its affiliates performed any cost studies for switched access services in any jurisdiction? If so, how many different such cost studies has QCC or its affiliates performed for switched access services from 1996 to present?

RESPONSE: QCC objects to his request on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The request is not limited to intrastate switched access in Florida. Without waiver of its objections, QCC responds as follows.

QCC does not provide switched access in Florida, and is not aware of having conducted any cost studies regarding the provision of Florida switched access.

Respondent: QCC Legal

BullsEye Interrogatory No. 14

State in detail all considerations upon which QCC settled the QCC v. AT&T Lawsuit.

RESPONSE: QCC objects to this request on the basis that its overly broad, unduly burdensome, vague and ambiguous. QCC further objects to the extent it seeks information protected by attorney client privilege and the work product doctrine. QCC further objects on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence. Asking QCC to catalog all "considerations" regarding a complex settlement with AT&T is unreasonable, and bears no relation to the claims in this case. The question before the Commission in this docket is whether BullsEye unlawfully discriminated against QCC in its provision of intrastate switched access in Florida. How and why QCC settled a number of disputes with AT&T bears no connection to the subject matter of this case. Without waiver of its objects, QCC responds as follows.

QCC's settlement agreement with AT&T speaks for itself. The settlement resolved numerous issues between the companies relating to numerous subjects. A precise analysis of the various puts and takes involved in the settlement would invade attorney-client privilege and the work product doctrine.

Respondent: QCC Legal

BullsEye Interrogatory No. 15

Identify the amount of damages claimed by QCC in the QCC v. AT&T Lawsuit relating to intrastate access charges, specifying:

- a. The amount claimed for each year included within the claim, and
- b. Whether the amount claimed included any claim attributable to the State of Florida relating to intrastate access charges, and if so that amount and the justification therefor.

RESPONSE: QCC objects to this request on the basis that it seeks information protected by attorney client privilege and the work product doctrine. QCC further objects on the basis that the request is not reasonably calculated to lead to the discovery of admissible evidence. The question before the Commission in this docket is whether BullsEye unlawfully discriminated against QCC in its provision of intrastate switched access in Florida. QCC's calculation of civil damages in connection with the AT&T litigation bears no connection to the subject matter of this case. Without waiver of its objects, QCC responds as follows.

QCC never presented evidence of civil damages in the AT&T litigation, and as such did not attribute any specific amount to the State of Florida. QCC's complaint in that case, a copy of which BullsEye possesses, states that QCC requested that the Court enter judgment for "damages in an amount yet to be determined greater than \$50,000."

Respondent: Lisa Hensley Eckert, Director Public Policy
1801 California Street, 10th Floor
Denver, CO 80202

BullsEye Interrogatory No. 16

With regard to the settlement of the QCC v. AT&T Lawsuit, identify whether QCC attributed any amount to the State of Florida, on a jurisdictional, tax, accounting, or other basis, and if so identify such amount and the justification therefor.

RESPONSE: QCC objects to this request on the basis that it seeks information protected by attorney client privilege and the work product doctrine. QCC further objects on the basis that the request is not reasonably calculated to lead to the discovery of admissible evidence. The question before the Commission in this docket is whether BullsEye unlawfully discriminated against QCC in its provision of intrastate switched access in Florida. The attribution or allocation of settlement amounts in connection with the AT&T litigation bears no connection to the subject matter of this case. Without waiver of its objects, QCC responds as follows.

[BEGIN CONFIDENTIAL]

[REDACTED]

[END CONFIDENTIAL]

Respondent: QCC Legal

BullsEye Interrogatory No. 17

State whether QCC contends or believes that AT&T's off-tariff agreements for switched access service were void, illegal, and/or unenforceable in Florida prior to July 1, 2011.

RESPONSE: QCC objects to this request on the basis that it calls for a legal conclusion.

Respondent: QCC Legal

BullsEye Interrogatory No. 18

To the extent QCC does not currently contend or believe that AT&T's off-tariff agreements for switched access service were void, illegal, and/or unenforceable in Florida prior to July 1, 2011, specify the date on which QCC ceased to believe in the accuracy of that assertion and identify the facts upon which QCC currently relies.

RESPONSE: QCC objects to this request on the basis that it calls for a legal conclusion.

Respondent: QCC Legal

BullsEye Interrogatory No. 19

QCC has responded to prior discovery with the following statement:

In the course of its business, QCC creates countless documents that are not subject to record retention requirements of the Commission or the Federal Communications Commission. The information and documents are kept in numerous locations and may be moved from site to site as employees change jobs or as the business is reorganized.

Please identify:

- a. The record retention requirements of the Commission or the Federal Communications Commission to which QCC makes reference;
- b. QCC's record retention policy in effect for the period of QCC's claim, and
- c. Information and documents that are no longer available for production in this proceeding due to record retention policies, employee moves, reorganizations, or any other reason.

RESPONSE: QCC objects to this request on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. QCC further objects to the extent it calls for a legal conclusion. Without waiver of its objections, QCC responds as follows.

QCC attaches copies of its former and present records retentions policies. The attached are confidential, and provided pursuant to the parties' non-disclosure agreement. QCC cannot identify information and documents that are no longer available. The records retention requirements of the Florida Commission are publicly available and can be found in its rules governing telecommunications companies at ch. 25-4, Florida Administrative Code. The records retention requirements of the FCC are publicly available and can be found at Part 42 of the FCC's rules.

Respondent: QCC Legal

BullsEye Interrogatory No. 20

QCC has responded to prior discovery with the following statement:

QCC objects to the discovery requests to the extent they seek to impose an obligation on QCC to respond on behalf of subsidiaries, affiliates or other persons that are not parties to this case on the grounds that such requests are irrelevant, overly broad, and unduly burdensome.

Please identify:

- a. Each subsidiary, affiliate or persons that QCC knows or reasonably believes to have information relating to the subject matter of this proceeding, and which of such information has been produced, and
- b. Whether QCC includes TEOCO, QCC consultants, and expert witnesses within the categories that QCC excludes from the scope of discovery.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. Seeking an identification of each subsidiary, affiliate and person with knowledge relevant to this proceeding is grossly unreasonable. Without waiver of its objections, QCC responds as follows.

QCC has responded to scores (if not hundreds) of discovery requests in this proceeding, and its responses have included information provided by TEOCO and each of its witnesses (employee and non-employee alike). QCC does not understand what BullsEye means by "excludes from the scope of discovery."

Respondent: QCC Legal

BullsEye Interrogatory No. 21

Identify the role and responsibilities of TEOCO relative to QCC's receipt of, charges incurred for, contracts relating to, and disputes concerning intrastate switched access in Florida.

RESPONSE: QCC objects to this request on the basis that it is vague and ambiguous. Without waiver of its objections, QCC responds as follows.

TEOCO provides multiple services related to the receipt, payment and auditing of intrastate switched access in Florida, including maintenance and support, invoice automation, backstop bill auditing (QCC reviews and audits invoices first and then TEOCO provides a second review of invoices) and individual projects as directed by QCC.

Respondent: Julie Tammen, TEOCO Corporation
10955 Lowell Ave., Ste 705
Overland Park, KS 66210

BullsEye Interrogatory No. 22

Identify any financial interest of TEOCO relative to the outcome of this proceeding.

RESPONSE: TEOCO has no financial interest tied to the outcome of this proceeding. All services performed by TEOCO with this proceeding are governed by a professional services statement of work and billed at an hourly rate on a monthly basis.

Respondent: Julie Tammen, TEOCO Corporation
10955 Lowell, Ste 705
Overland Park, KS 66210

DOCUMENT REQUESTS

BullsEye Document Request No. 13

Produce all documents that were reviewed or relied upon in providing QCC's response to Interrogatory Nos. 5-22, with the exception of number 13.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. QCC further objects to the extent the request seeks information protected by attorney client privilege and/or the work product doctrine. QCC also objects to the extent the request seeks information in the public domain or that is already in BullsEye's possession or custody.

BullsEye Document Request No. 14

Produce all documents that relate to or reflect information requested under Interrogatory Nos. 5-22, with the exception of number 13.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. QCC further objects to the extent the request seeks information protected by attorney client privilege and/or the work product doctrine. QCC also objects to the extent the request seeks information in the public domain or that is already in BullsEye's possession or custody.

BullsEye Document Request No. 15

Produce a copy of any contract, agreement, arrangement or understanding identified in response to Interrogatory No. 6.

RESPONSE: See QCC's objections to BullsEye Interrogatory No. 6.

BullsEye Document Request No. 16

Produce all documents and calculations relating to the amount of damages claimed by QCC in the QCC v. AT&T Lawsuit.

RESPONSE: See QCC's objections and response to BullsEye Interrogatory No. 15.

BullsEye Document Request No. 17

On page 17 of the Rebuttal Testimony of William R. Easton, Mr. Easton refers to agreements between QCC and CLECs. Produce all documents relating to or reflecting the agreements referred to by Mr. Easton.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. QCC further objects on the basis that the request is not reasonably calculated to lead to the discovery of admissible evidence. This complaint case focuses on whether BullsEye engaged in unlawful rate discrimination with regard to its provision of intrastate switched access to QCC in Florida. The documents sought through this request do not bear any connection to that determination. Without waiver of its objections, QCC responds as follows.

See QCC's response, as amended, to Birch Interrogatory No. 1.

BullsEye Document Request No. 18

Produce all contracts, agreements, arrangements or understandings between QCC and TEOCO relating to the subject matter of this proceeding.

RESPONSE: QCC objects to this request on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of its objections, QCC responds as follows.

TEOCO's services in connection with this proceeding are governed by Statement of Work No. 6, a copy of which is attached. The attached is confidential and provided pursuant to the parties' non-disclosure agreement.

BullsEye Document Request No. 19

Produce all contracts, agreements, arrangements or understandings between QCC and Dennis L. Weisman relating to the subject matter of this proceeding.

RESPONSE: QCC objects to this request on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of its objections, QCC responds as follows.

QCC does not have a written contract with Dr. Weisman regarding this proceeding.

BullsEye Document Request No. 20

Produce all documents that Dennis L. Weisman reviewed or relied upon in performing his work as an expert witness for QCC in this proceeding. As part of your response, provide a list of all documents actually reviewed by Mr. Weisman in preparing his Direct and Rebuttal testimony submitted in this case.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. QCC further objects to this request to the extent it seeks information in the public domain. Without waiver of its objections, QCC responds as follows.

Dr. Weisman relied upon the following, all of which are publicly available.

1. Alfred E. Kahn, *THE ECONOMICS OF REGULATION: PRINCIPLES AND INSTITUTIONS*, Vol. I, New York: John Wiley and Sons, 1970.
2. James C. Bonbright, *PRINCIPLES OF PUBLIC UTILITY RATES*, New York: Columbia University Press, 1961.
3. George J. Stigler, *THE THEORY OF PRICE*, New York: Macmillan Publishing, 1966, p. 209.
4. Federal Communications Commission, *In the Matter of Access Charge Reform; Reform of Access Charges Imposed by Competitive Local Exchange Carriers*, CC Docket No. 96-262, *SEVENTH REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING* (April 27, 2001).
5. Jonathan E. Nuechterlein and Philip J. Weiser, *DIGITAL CROSSROADS: AMERICAN TELECOMMUNICATIONS POLICY IN THE INTERNET AGE*, Cambridge MA: The MIT Press, 2005.
6. Brief for Amicus Curiae Federal Communications Commission. In the United States Court of Appeals for the Third Circuit. Nos. 11-2268 (consolidated with 11-2568) & 11-1204 (consolidated with 11-2569) *PAETEC Communications, Inc., et al., v. MCI Communications Services, Inc. D/B/A Verizon Business Services; Verizon Global Networks Inc.* Case: 11-2268, Filed 3/14/2012.
7. Thomas Kuhn, *THE STRUCTURE OF SCIENTIFIC REVOLUTIONS*, Chicago: University of Chicago Press, 1962.
8. Glen O. Robinson and Dennis L. Weisman, "Designing Competition Policy for Telecommunications." *The Review of Network Economics*, Vol. 7(4), December 2008, pp. 509-546.

9. *United States v. Aluminum Co. of Am.*, 148 F.2d 416, 430 (2d Cir. 1945).
10. Antitrust MODERNIZATION COMMISSION, REPORT AND RECOMMENDATIONS, Washington D.C. 2007.
11. Alfred E. Kahn and William E. Taylor, "The Pricing of Inputs Sold to Competitors: A Comment," *Yale Journal on Regulation*, Volume 11, 1994, pp. 225-240.
12. *QCC v. MCI Metro, et al*, Docket No. 08F-259T, Decision No. C11-1216 (mailed Nov. 15, 2011).
13. In the Matter of the Complaint of the Minnesota Department of Commerce for Commission Action Against AT&T Regarding Negotiated Contracts for Switched Access Services, DOCKET NO. P-442, 5798, 5340, 5826, 5025, 5643, 443, 5323, 5668, 4661/C-04-235, Minnesota Public Utilities Commission, 2007 *Minn. PUC LEXIS 146* October 26, 2007, Issued.
14. Dennis L. Weisman, "A 'Principled' Approach to the Design of Telecommunications Policy," *Journal of Competition Law & Economics*, Vol. 6(4), December 2010, pp. 927-956.
15. Peter Temin, *THE FALL OF THE BELL SYSTEM*. New York: Cambridge University Press, 1987.
16. Alfred E. Kahn and William B. Shew, "Current Issues in Telecommunications Regulation: Pricing," *Yale Journal on Regulation*, Vol. 4, 1997.
17. Federal Communications Commission, FCC 86-504, In the Matter of Exchange Network Facilities for Interstate Access, CC Docket No. 78-371, *Memorandum Opinion and Order*, Released November 14, 1986.
18. Gerald W. Brock, *TELECOMMUNICATIONS POLICY FOR THE INFORMATION AGE*, Harvard University Press: Cambridge MA, 1994.
19. Mark S. Fowler, Albert Halprin, and James D. Schlichting. "'Back To The Future': A Model For Telecommunications," *Federal Communications Law Journal*, Vol. 38(2), 1986.
20. Jean Tirole, *INDUSTRIAL ORGANIZATION*, Cambridge MA: The MIT Press, 1988.
21. Michael Katz, "The Welfare Effects of Third-Degree Price Discrimination in Intermediate Good Markets," *The American Economic Review*, Vol. 77(1), March 1987, pp. 154-167.
22. Patrick Degraha, "Input Market Price Discrimination and the Choice of Technology," *The American Economic Review*, Vol. 80(5), December 1990, pp. 1246-1253.

23. Commonwealth of Massachusetts, Department of Telecommunications and Cable, D.T.C. 10-2, In re Petition of Choice One Communications of Massachusetts Inc., Conversent Communications of Massachusetts Inc., CTC Communications Corp., and Lightship Telecom, LLC for Exemption from Price Cap on Intrastate Switched Access Rates as Established in D.T.C. 07-9. Final Order, January 5, 2011.
24. Glen O. Robinson and Thomas B. Nachbar, COMMUNICATIONS REGULATION, St. Paul MN: Thompson-West, 2008.
25. *QCC v. MCImetro, et al*, Docket No. 08F-259T, Decision No. C11-1216 (mailed June 21, 2012), Recommended Decision of Administrative Law Judge G. Harris Adams on Remand ("Colorado Remand Order").
26. W. Kip Viscusi, John. E. Harrington, Jr. and John M. Vernon. ECONOMICS OF REGULATION AND ANTITRUST, MIT Press, 2005.
27. Federal Communications Commission, In the Matter of Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Phoenix, Arizona Metropolitan Statistical Area, WC Docket No. 09-135, MEMORANDUM OPINION AND ORDER. Adopted: June 15, 2010, Released: June 22, 2010.
28. QWEST COMMUNICATIONS COMPANY, LLC'S REPSONSE TO TW TELECOM OF FLORIDA, L.P.'S INC.'S FIRST SET OF INTERROGATORIES (NOS. 1-8), DOCUMENT REQUESTS (NOS. 1- 5) AND REQUEST FOR ADMISSION DOCKET NO. 090538-TP PAGE 22, TWTC Request for Admission No. 5.
29. Direct Testimony and Rebuttal Testimony in this Proceeding.

BullsEye Document Request No. 21

Produce all documents and correspondence of Mr. Patrick Welch relating to this proceeding.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. QCC further objects on the basis that the documents are protected by attorney client privilege and/or work product doctrine. Mr. Welch is a director of the corporate organization that is the client in this proceeding. Communications with him relating to this proceeding are privileged. QCC further objects to the extent the request seeks documents relating to confidential settlement communications.

BullsEye Document Request No. 22

Produce all documents and correspondence of Ms. Lisa Hensley Eckert relating to this proceeding.

RESPONSE: QCC objects to this request on the basis that it is overly broad and unduly burdensome. QCC further objects on the basis that the documents are protected by attorney client privilege and/or work product doctrine. BullsEye's request for "all documents" regarding a case that has been open for 3 years is vastly overbroad and unreasonable.

BullsEye Document Request No. 23

Produce all documents constituting or relating to agreements, contracts and settlements entered by CenturyLink and AT&T since 2004 concerning intrastate switched access in Florida.

RESPONSE: QCC objects to this request on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. To the extent BullsEye is seeking information about QCC affiliates, as well as about companies who were not QCC affiliates until very recently, the requests are irrelevant and beyond any reasonable scope of discovery.

BullsEye Document Request No. 24

Produce all documents constituting or relating to agreements, contracts and settlements entered by CenturyLink and any LEC since 2004 concerning intrastate switched access in Florida.

RESPONSE: QCC objects to this request on the basis that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. To the extent BullsEye is seeking information about QCC affiliates, as well as about companies who were not QCC affiliates until very recently, the requests are irrelevant and beyond any reasonable scope of discovery.

QWEST COMMUNICATIONS COMPANY, LLC'S OBJECTIONS AND REPSONSES TO
BULLSEYE TELECOM, INC.'S SECOND SET OF INTERROGATORIES (NOS. 5-22) AND THIRD
SET OF DOCUMENT REQUESTS (NOS. 13-24)
DOCKET NO. 090538-TP
PAGE 34

RESPECTFULLY SUBMITTED on this 1st day of October, 2012.

/s/ Susan S. Masterton

Susan S. Masterton
CenturyLink QCC
315 S. Calhoun Street, Suite 500
Tallahassee, FL 32301
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850-224-0794 (fax)
Susan.Masterton@centurylink.com

Adam L. Sherr
CenturyLink QCC
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ATTORNEYS FOR QWEST
COMMUNICATIONS COMPANY, LLC D/B/A
CENTURYLINK QCC

EXHIBIT C

From: [Sherr, Adam](#)
To: [Andrew Klein](#)
Cc: [Masterton, Susan S; "Allen Zoracki"](#)
Subject: RE: 090538 QCC Resp to BullsEye DR
Date: Wednesday, October 10, 2012 2:02:33 PM

Andy:

I am writing to follow up on our discussion of last Thursday regarding BullsEye's discovery. I committed to following up on Interrogatory 15, Document Request 16, Document Request 23 and Document Request 24.

Regarding Interrogatory 15 and Document Request 16, QCC continues to object to those requests for all the reasons stated in our initial response. During our October 4, 2012 discovery conference, you asked me to further investigate whether the company prepared Florida-specific damages calculations in the Minnesota civil complaint case. Without waiver of its objections, QCC further responds as follows. We do not believe we ever got to the point of preparing a state-specific damages calculation in the civil complaint case, and have no record or recollection of disclosing any such calculation. Nor do we have a record or recollection of having prepared an overarching damages calculation (given the early stage of the case), and even if QCC did, it was not disclosed and would thus be protected by attorney client privilege and the work product doctrine.

Regarding Document Requests 23 and 24, QCC continues to object to those requests for all of the reasons stated in our initial response. During our October 4, 2012 discovery conference, you asked me to investigate whether QCC received copies of any switched access agreements in which CenturyLink was a party in response to the subpoenas issued in this docket. As an accommodation, and notwithstanding and without waiving any of its objections, QCC responds that it did not receive any CenturyLink agreements in response to the Commission subpoenas in this docket.

Adam L. Sherr
Associate General Counsel, CenturyLink
1600 7th Avenue, Room 1506
Seattle, WA 98191
206.398.2507

From: Andrew Klein [mailto:aklein@kleinlawpllc.com]
Sent: Thursday, October 04, 2012 12:45 PM
To: Sherr, Adam
Cc: Masterton, Susan S; 'Allen Zoracki'
Subject: RE: 090538 QCC Resp to BullsEye DR

Adam:

Please let me know whether we can set a time today or tomorrow to confer concerning the purported responses of Qwest to BullsEye's Second Set of Interrogatories (Nos. 5-22) and Third Set of Document Requests (Nos. 13-24).

Regards,
Andy

Andrew M. Klein

KLEIN LAW GROUP PLLC
AKlein@KleinLawPLLC.com

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From: Sherr, Adam [<mailto:Adam.Sherr@CenturyLink.com>]
Sent: Tuesday, October 02, 2012 6:34 PM
To: 'Andrew Klein'
Cc: Masterton, Susan S; Allen Zoracki
Subject: RE: 090538 QCC Resp to BullsEye DR

Hi, Andy. I don't anticipating having any time in the morning, as we'll be preparing for the prehearing conference. If I have time after the prehearing, but before I have to run out to the airport, we can discuss at the Commission. Otherwise, I'll try to find some time on Thursday.

From: Andrew Klein [<mailto:aklein@kleinlawpllc.com>]
Sent: Tuesday, October 02, 2012 2:14 PM
To: Sherr, Adam
Cc: Cooper, Roberta G; Masterton, Susan S; Allen Zoracki
Subject: RE: 090538 QCC Resp to BullsEye DR

Adam:

Please let me know if you are available to meet and confer tomorrow morning concerning the purported responses of Qwest to BullsEye's Second Set of Interrogatories (Nos. 5-22) and Third Set of Document Requests (Nos. 13-24).

Sincerely,
Andy Klein
Counsel for BullsEye Telecom

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destroy this communication and any attachments.

From: Cooper, Roberta G [<mailto:Roberta.G.Cooper@centurylink.com>]
Sent: Monday, October 01, 2012 11:22 AM
To: 'ltan@psc.state.fl.us'; 'dbailey@bullseyetelecom.com'; 'janewhang@dwt.com'; 'pfoley@corp.earthlink.com'; 'rcurrier@granitenet.com'; 'AKlein@kleinlawPLLC.com'; 'azoracki@kleinlawpllc.com'; 'john.messenger@paetec.com'; 'mfeil@gunster.com'; 'marsha@reuphlaw.com'; 'agold@acgoldlaw.com'; 'Carolyn.Ridley@twtelecom.com'; 'JEMiller@psc.state.fl.us'; 'de.oroark@verizon.com'; 'Edward.Krachmer@windstream.com'; 'bettye.j.willis@windstream.com'; 'lhaag@ernestgroup.com'; 'asolar@flatel.net'; 'rebecca.edmonston@verizon.com'; 'michael.shortley@level3.com'
Cc: Masterton, Susan S; Sherr, Adam
Subject: 090538 QCC Resp to BullsEye DR

Attached are the following from Qwest Communications Company, LLC, d/b/a CenturyLink QCC-

Claim of Confidentiality- BullsEye Telecom, Inc.

Notice of Service- BullsEye Telecom, Inc.

Response to BullsEye Telecom, Inc.'s Second Set of Interrogatories (Nos. 5-22) and Third Set of Document Requests (Nos. 13-24) (REDACTED)

Copies are being served in accordance with Order No. 12-0048-PCO-TP, the applicable Florida Rules of Civil Procedure and any applicable Protective Agreement.

Hard copies will follow via U.S. Mail. (Confidential information will be provided by hard copy only.) Thanks, Roberta

Roberta Cooper
Legal Assistant III- Susan Masterton and Kevin Zarling
Voice: 850-599-1563 | Fax: 850-224-0794
Email: Roberta.G.Cooper@centurylink.com
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**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 12th day of October, 2012, to the following:

Florida Public Service Commission

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Windstream NuVox, Inc.
DeltaCom, Inc.
Saturn Telecommunications Services, Inc.
PAETEC Communications, Inc.
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