BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Re: Petition for Arbitration of Interconnection Agreement Between AT&T Florida Telecommunications, LLC d/b/a AT&T Florida and Communications Authority, Inc.	))))	Docket 140156-TP

COMMUNICATIONS AUTHORITY, INC.'s RESPONSE TO COMMISSION STAFF's FIRST SET OF INTERROGATORIES

Pursuant to Rule 28.106-206, Florida Administrative Code, Communications Authority, Inc. ("CA"), by its attorneys, responds to the first set of Commission Staff's ("Staff") first set of interrogatories as follows:

GENERAL OBJECTIONS

CA makes the following general objections to Staff's Interrogatories. Unless otherwise specified, each of the following General Objections is continuing, and is incorporated into the response to each Interrogatory propounded by Staff as if fully set forth therein. The assertion of the same, similar or additional objections in any specific response does not waive CA's general objections set forth below.

1. CA objects to the instructions provided by Staff to the extent such instructions impose obligations different or greater than set forth in the applicable procedural and discovery rules.

2. CA objects to these Interrogatories to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence and are not relevant to the subject matter of this proceeding.

3. CA objects to each and every Interrogatory to the extent that it purports to seek information about matters outside of the State of Florida.

4. CA objects to each and every Interrogatory to the extent it purports to seek information or documents that are protected from disclosure by the attorney-client privilege, attorney work product doctrine or other privilege.

5. CA objects to each and every Interrogatory to the extent Staff seeks information or documents that are confidential, proprietary, and/or trade secret information protected from disclosure.

6. CA objects to each and every Interrogatory to the extent that it purports to require disclosure of information or documents that are not available to CA or that are equally or more readily available to Staff than obtaining the information or documents from CA.

7. CA objects to these Interrogatories to the extent that they are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

8. CA objects to these Interrogatories to the extent they seek information that is already in the possession of Staff or already in the public record before the Florida Public Service Commission ("Commission"), or elsewhere.

9. CA objects to these Interrogatories that seek to obtain "all" documents to the extent that such an Interrogatory is overbroad and unduly burdensome and seeks information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

10. CA objects to these Interrogatories to the extent that they seek to impose an obligation on CA to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this proceeding on the grounds that such requests are overly broad, unduly burdensome and oppressive.

11. CA objects to these requests to the extent that they are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests.

12. CA's responses will provide, subject to any applicable objections, all of the information obtained by CA after a reasonable and diligent search conducted in connection with these requests. CA shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the Interrogatories purport to require more, CA objects on the grounds that compliance would impose an undue burden or expense.

13. The objections contained herein are not intended nor should they be construed to waive CA's right to other discovery involving or relating to the subject matter of these Interrogatories, responses or documents produced in response hereto.

14. CA's agreement to respond partially to these Interrogatories should not be construed to mean that any additional documents or information responsive to the Interrogatories exist.

INTERROGATORIES

The Following Questions Pertain to Issue 1

1. Has AT&T Florida and CA agreed that if a CLEC collocates for the purpose of obtaining access to UNEs for the provision of telecommunications services, the CLEC may also use those UNEs for the provision of information services? Please explain your response in detail.

CA Response- Upon information and belief, AT&T Florida has not agreed to the concept that when a CLEC collocates for the purpose of obtaining access to UNEs for the provision of telecommunications services, the CLEC may also use those UNEs for the provision of information services.

2. Regarding the use of UNEs for use in the provision of information services, AT&T Florida has proposed language that states that "AT&T-21State will provide access to UNEs for the provision by CLEC of a Telecommunications Service Act, Section 251(c)(3)." Does CA object to this language? If yes, please explain why and related distinctions to its proposed language.

CA Response- The language proposed by AT&T Florida appears to unreasonably restrict the types of services that may be provided over a UNE DS0 loop.

The Following Questions Pertain to Issue 11

3. Is there a cost or technical feasibility difference between remitting payment 30 days from the bill date or 20 days from receipt of the bill? Please explain your response in detail.

CA Response- Yes, there is a substantial difference. 30 days from the bill date would compel CA to pay late payment charges even if CA did not receive a bill on time from AT&T Florida. In such cases, CA cannot properly audit and then pay a bill until the detailed bill is received from AT&T Florida. Further, the billing dispute process proposed by both CA and by AT&T Florida requires that CA must specify order numbers, circuit IDs and other detail data in any billing dispute. CA would not have the necessary data if it had not received the detailed bill from AT&T Florida. Given that AT&T Florida's invoices routinely contain errors, CA would be unable to audit the bills, file billing disputes on incorrect charges, and would not know the correct amount to pay. Therefore, CA should be entitled to a 20-day period following actual receipt of the bill in which to audit and then pay the charges on the bill.

4. Please refer to CA's response to AT&T Florida's first set of interrogatories, pages 12-13.
   a. Does Terra Nova Telecom, Inc. verify it has received every bill due? Please explain your response in detail.

CA Response- Terra Nova Telecom ("TNT") has confirmed that it has received and processed all bills from AT&T Florida. However, at least several times each year TNT has had to request

copies of bills from AT&T Florida when AT&T Florida attempts to collect upon a bill that TNT did not receive in the normal course of business. When that has occurred, AT&T Florida has promptly forwarded a copy of the detailed bill via email upon request by TNT, and TNT has then audited, disputed if needed and paid the bill promptly upon receipt. AT&T Florida generally credits the associated late payment charges for that bill after TNT has promptly paid the bill following its receipt of the bill copy. CA's requested ICA language simply seeks to codify this routine business process into the ICA.

b. Why was Terra Nova Telecom, Inc. not aware it was missing multiple bills? Please explain your response in detail

CA Response- TNT cannot be aware whether or not it is missing bills because not all accounts bill every month. Therefore, TNT cannot use its failure to receive a bill in a given month as an indication that such a bill exists and should have been received. Also, AT&T Florida mails bills separately and on different days of the month, even if the bills have the same date printed on them. Therefore, there is not a single receipt-of-bills event where TNT could easily compare a list of bills expected with those received.

Further, because there are constant billing disputes pending on all of TNT's accounts resulting from AT&T Florida billing errors, as well as AT&T Florida posting TNT's payments to the wrong accounts, TNT is unable to use the "previous balance" shown on a bill as an indicator of a missing bill on that account. In the end, nearly all of the billing errors are credited by AT&T

Florida and the mis-posted payments eventually get corrected. But the errors cause the "previous balance" on most bills to be wildly inaccurate.

c. Were late payment charges assessed on any of the invoices described on page 13?

CA Response- Yes, LPCs were assessed on the bills listed on page 13.

d. Did any of the missing invoices contain disputed charges? If yes, have they been resolved to the satisfaction of the parties?

CA Response- According to TNT, there were no disputes on the 305Q921557557 and 904S160081081 bills and they were paid in full upon receipt. The bill on account 305S250037037 did have two disputes, one for Late Payment Charges and one for charges for Local Interconnection Trunks which the parties have been (and still are) disputing each and every month. The Late Payment Charges are for amounts related to that dispute in prior months. AT&T Florida has refused to credit those two long-running disputes, and TNT has requested informal dispute resolution from PSC Staff on this issue and it is ongoing. All other amounts were paid in full upon receipt.

The bill on account 904N130073073 did have three disputes, all for charges for Local Interconnection Trunks which the parties have been (and still are) disputing each and every month. The Late Payment Charges are for amounts related to that dispute in prior months.

AT&T Florida has refused to credit those disputes as well, which are part of the above-referenced informal dispute resolution with the PSC Staff which is ongoing.

The bill on account 904S220052052 had one dispute for late payment charges, which AT&T Florida did credit after TNT filed the dispute. All other amounts were paid in full upon receipt.

The Following Question Pertains to Issue 14(a)

5. Is there a difference between the terms "Entrance Facilities," "Demarcation Point," and "Point of Interconnection"? Please explain your response in detail.

CA Response- Yes. Point of Interconnection ("POI") is the specific location where an ILEC and CLEC have agreed to interconnect their respective networks for the mutual exchange of call traffic. Historically, each side has been required to bear all of its own costs to reach the POI, and most CLECs have agreed to place the POI within an ILEC Central Office. It is generally more cost-effective for CLECs to use non-ILEC facilities to reach the POI rather than purchasing Entrance Facilities from the ILEC.

An Entrance Facility is a facility provided by an ILEC to a CLEC on the CLEC's side of the POI, for which the CLEC must pay UNE rates. This term has also been used to describe cases where the POI is placed at a location not served by the ILEC, and the ILEC agrees to extend its network to that POI location with the mutual understanding that the CLEC must pay for Entrance Facilities from that POI location back to the ILEC's network. CA does not intend

to request or seek entitlement to such a remote POI arrangement and is not aware that AT&T Florida offers it.

Demarcation Point is generally a term that is applied to the specific location where the ILEC network ends at a customer premise, which is the point where the customer's inside wire begins.

The Following Question Pertains to Issue 16

6. How were CA's recommended insurance limits determined? Please explain your response in detail.

CA Response- CA's recommended limits are based on the standard ICA rates charged by Verizon in Florida, which are also the rates in TNT's currently effective ICA with Verizon.

The Following Questions Pertain to Issue 35

7. How are CLEC's typically charged for entrance facilities in regards to where the mutually agreed POI is located? Please explain your response in detail.

CA Response- CLECs are typically charged for Entrance Facilities when the CLEC chooses to use ILEC facilities to connect its CLEC network to the mutually-agreed POI where it meets the ILEC. For example, if the CLEC's network is in a carrier-neutral carrier hotel and the ILEC's network is within the ILEC's Central Office, something must connect the two in order for the

parties to interconnect their networks. The CLEC is responsible for both the decision about how to accomplish that and the cost for doing so. However, assuming that the ILEC Central Office is the mutually-agreed POI, once the CLEC has connected its network to that POI (using ILEC Entrance Facilities or another non-ILEC means of transport), there are no charges between the parties for that interconnection at the POI.

Until recently with AT&T Florida and TNT, CA is unaware of an ILEC ever attempting to charge for a circuit originating within the POI building, connecting the location within the same building where the CLEC has established collocation to another location within the building where the CLEC is not entitled to be. The POI should be the actual building rather than another floor or some other random spot within the building chosen at the ILEC's whim.

8. In CA's position statement in the decision point list, CA stated that AT&T Florida's definition of entrance facilities implies that AT&T Florida could charge for entrance facilities regardless of where the POI is located. Please explain why CA believes that AT&T Florida's definition of entrance facilities implies that AT&T Florida can charge for entrance facilities regardless of where the POI is located.

CA Response- CA believes that to be the case because AT&T Florida has already interpreted that language in that exact manner and is currently attempting to charge TNT for intra-building Entrance Facilities in wirecenters in Miami, Orlando, Jacksonville, and Gainesville. TNT did not order, and AT&T Florida is not providing, Entrance Facilities at any of these wirecenters. This

issue has been presented to the PSC for informal dispute resolution between TNT and AT&T Florida and is currently pending. CA seeks to clarify the language in its ICA with AT&T Florida so that it does not have to deal with this issue, and waste the Staff's resources again, later on.

The Following Question Pertains to Issue 37

9. What is the generally accepted business practice or industry standard regarding who is responsible for facilities that carry CA's OS/DA, E911, Mass Calling, Third Party and Meet Point trunks groups beyond the CLEC's side of the POI? Please explain your response in detail.

CA Response- CA's objection on this point stems from the wording that AT&T Florida has chosen. CA does not dispute that it must bear the cost of OS/DA, Mass Calling, Third Party and Meet Point trunk groups if CA chooses to order those types of trunks.

In Florida however, 911 trunks are considered part of local interconnection. The current practice, which has been consistent since at least 2003, is that the county emergency management entity that operates each 911 system has a contract with the ILEC for 911 emergency service, and as part of that agreement, the county pays for 911 trunks which CLECs order to connect to AT&T Florida's E911 Selective Router. In Florida, AT&T Florida, Verizon and CenturyLink all operate in this manner and there is no cost to the CLEC for 911 trunks. Therefore, CA objects to this language which would require CA to pay for these 911 trunks which are part of the service that the county is already paying AT&T Florida for, and for which all other CLECs do not pay and never have paid to AT&T Florida. CA understands and agrees

that it must bear the cost of transport on its side of the POI for 911 trunks, just as it does for other local interconnection trunks.

The Following Questions Pertain to Issue 39(a)

10. Refer to AT&T Florida's and CA's position statements for Issue 39(a).

    a. Does CA agree with AT&T Florida that the ICA includes provisions that allow CA to use a third-party tandem provider to exchange call traffic? Please explain why or why not.

CA Response- No, CA does not agree that the proposed ICA language includes provisions allowing CA to use a third-party tandem provider to exchange call traffic. The ICA does not contain any provision that provides the necessary relief. AT&T Florida and its parent AT&T consistently take the position with other carriers that its tandems are the only appropriate tandems to designate as Local Homing Tandems in the Local Exchange Routing Guide. This causes AT&T Florida to be granted a de-facto monopoly on local tandem service, forcing all CLECs to exchange traffic with other carriers at the AT&T Florida tandem.

AT&T Florida has mischaracterized CA's position on this issue; CA's position has nothing to do with CA's right to *send* traffic to the tandem of its choice. Of course CA has the right to do that. CA's issue is its ability to designate a non-AT&T Florida tandem as its own Local Homing Tandem, where other carriers should deliver calls that need to transit to CA's network. AT&T Florida already designates its own tandems as its Local Homing Tandem,

forcing other carriers to deliver call traffic terminating to AT&T customers there. This is an issue of CLEC/ILEC parity—CA should have the same rights.

b. If the response to (a) is affirmative, if there are provisions in the ICA that allow for the use of a third-party tandem provider please explain why CA's additional language is needed to clarify that CA is not required to use AT&T Florida's tandem to exchange call traffic with carriers.

CA Response- See answer to 10a. above.

11. If CA does not establish a dedicated trunk group to carry mass calling traffic, how would CA minimize the risk of an outage occurring or the risk of causing harm to the PSTN due to a mass calling event? Please explain your response in detail.

CA Response- Choke trunks are a relic of a long-antiquated telephone network design and are simply no longer relevant in today's telecommunications environment. Specifically, here's why:

a. CLEC networks generally only route local outbound calls to the ILEC tandem or end office switch when a CLEC end user calls a local ILEC end user. The networks generally do not route calls to the ILEC network at all if the call is destined for another local CLEC or CMRS carrier, or for any interLATA calls. In today's environment, the ILEC's share of outbound intraLATA CLEC calls is less

than 30% of the total outbound total call volume that a CLEC processes. This is based on trunk usage statistical data collected by Mike Ray in performing network engineering and design for AstroTel and TNT.

b. Choke trunks are primarily a relic of the telecommunications network that existed prior to widespread adoption of the Signaling System 7 protocol ("SS7") more than a decade ago. In the pre-SS7 network, if a radio station served by AT&T Florida were to run a promotion, and the radio station had 24 telephone lines or trunks provided by AT&T Florida, and if the CLEC served thousands of residential subscribers, the promotion might drive a couple hundred simultaneous calls across the interconnection trunks from the CLEC serving the residential subscribers to the ILEC's network. The first 24 of those callers would get through, because the radio station has 24 lines to complete those calls. AT&T Florida's switch would have to play a busy tone for the rest of those calls (in our example, that's 176 calls) and a total of 200 interconnection trunks between the CLEC and the ILEC would potentially be tied up during the event as those 176 callers keep calling back in to try to win tickets. However, that is not how the telephone networks work today using SS7, and it hasn't worked that way in more than a decade.

With modern SS7, in the same example given above, only 24 calls are ever completed across the interconnection trunks from the CLEC to AT&T Florida. That's because when the CLEC switch tries to place each call to the

radio station, it sends an SS7 setup message to the AT&T Florida switch to ask if the call can be completed. Once those first 24 calls are completed, AT&T Florida's switch sends back an SS7 response message to the CLEC switch for the rest of the calls that says "No, that line is busy." The CLEC's switch then plays the busy tone for the CLEC's residential subscriber. The call is never sent across the interconnection trunks from the CLEC to the ILEC. Therefore, there is no choke event to mitigate when SS7 is used. The ICA being arbitrated here already provides that all interconnection trunks shall be SS7. As such, choke trunks are entirely unnecessary and would simply add to a CLEC's overall network costs.

c. Even if a choke event did occur, a CLEC is in control of its own call routing. As Mike Ray has done with other CLEC networks, CA's network will direct local calls to overflow to the CLEC's long distance trunks if an outage or overflow event occurs. This happens automatically and the calls complete. Of course, the CLEC does then have to pay more for the redirected calls to its long distance carrier. How a CLEC completes calls made by its subscribers should be that carrier's prerogative. AT&T Florida has no authority to demand that a CLEC use choke trunks instead of, for instance, overflowing calls to an IXC which completes them to the ILEC at the CLEC's added expense.

d. Finally, requiring choke trunks presupposes that the CLEC is going to serve a large quantity of residential subscribers. CLECs generally serve business subscribers in my experience because CLECs lack an effective way to sell

residential service profitably. CA is aware of no historical incident where choke events have occurred other than a sudden rush of calls originating from residential service, so a CLEC which primarily serves business subscribers has never been at risk of choke events such as our radio hypothetical here.

It is worthy of note that choke trunks are one-way trunks. AT&T Florida's proposed language would not require it to establish choke trunks to CA or provide for AT&T Florida to be required to pay CA for such trunks. However, it is far more likely that the radio station would be a CLEC subscriber and that the residential subscribers would be customers of AT&T Florida. This disparity exposes AT&T Florida's real motivation. The choke trunks are not necessary for call completion or network integrity, but instead to impose an artificial cost upon its much smaller competitor.

The Following Questions Pertain to Issue 42

12. Please define and explain what the PLF, PLU, and PIU are.

The PLU is the Percentage of Local Usage. This value is provided by each party to the other to describe which percentage of calls sent by the declaring party to the other party, for which the jurisdiction of the call cannot be determined, are local. So a 96% PLU (which is common) means that 96% of the calls sent by the declaring party to the other party over local interconnection trunks *for which the jurisdiction cannot be determined* are local calls. Since this interconnection agreement requires the parties to use SS7 signaling and further requires the

parties to send the Calling Party Number without modification with each call, there should be no calls for which jurisdiction cannot be determined.

The PLF is the Percentage of Local Facilities. This value, like the PLU, declares on behalf of one party to the other which percentage of calls being sent over local interconnection facilities are local calls. The facilities are generally the T1 circuits used for local interconnection between the parties. The PLU and PLF values typically are identical.

The PIU is Percent of Interstate Usage. This value declares on behalf of one party to the other which percentage of calls being sent on a local interconnection trunk are interstate in nature. The companies that Mike Ray has worked with have always declared this as zero, because the CLECs only order local interconnection trunks from the ILEC. Interstate calls should not traverse a local interconnection trunk. Interstate calls are properly sent to an interexchange carrier for ultimate termination. AT&T Florida has, in recent years, reported its own PLU and PLF at 100% and PIU at 0% to TNT.

13. How did CA determine the proposed $2,500 threshold and what is it based on? Please explain your response in detail.

CA Response- CA has based its $2500 threshold on what CA believes to be a reasonable threshold that would seem more likely to be a fraudulent PLU declaration, and/or deliberate modification or removal of the Calling Party Number by the CLEC to avoid access charges from the ILEC on calls that should be subject to access charges. A difference of less than $2500 is, in

CA's view, more likely to be an inadvertent mistake or a simple records issue. Given that the cost of the audit can be so enormous as to force a small CLEC into bankruptcy if required to pay for it, it seems unfair for AT&T Florida to have an opportunity to eliminate a CLEC competitor for a simple mistake. This is especially true if AT&T Florida does not notify the CLEC of a problem immediately, but then waits months or years while the issue worsens and then calls for an audit after the issue has built enough critical mass that the cost of the back-billed access charges, combined with the substantial cost of the audit, would likely overwhelm the comparatively tiny CLEC.

14. Is there an industry standard or a generally accepted business practice for establishing the threshold that a CLEC must pay for an audit when the CLEC has overstated the PLF, PLU, and/or PIU? If so, what is the standard or business practice and how is it determined? Please explain your response in detail.

CA Response- We are not aware of an industry standard, however we expressed to AT&T Florida that we are willing to negotiate alternate language for this item. Specifically, we would agree that CA would be responsible for paying the cost of the audit, up to the amount of access charges that AT&T Florida would be entitled to recover as a result, in addition to payment of those access charges. However, the industry and the regulatory environment seem to be moving in the exact opposite direction here with access charges for non-local calls being totally eliminated by the recent FCC Intercarrier Compensation reforms before this agreement is set to

expire. These usage factors seem to lose their meaning when those access charges go into effect and the entire issue will be moot.

CA notes that, under AT&T's proposed language, even after the PLU/PLF/PIU factors become meaningless, AT&T would be able to impose the substantial cost of an audit upon the CLEC when an incorrect factor discovered by such an audit would result in nothing owed to AT&T other than the cost of the audit.

15. If AT&T Florida's proposed language allowed for the parties to mutually agree upon an auditor and impose a limitation on the cost of an audit would CA be willing to agree to the 5% threshold? Please explain your response in detail.

CA Response- CA would prefer that its responsibility for the cost of the audit be tied in some way to the size of CA's infraction, to prevent abuse of this provision by AT&T Florida. CA's concern is that AT&T Florida could use this provision to dramatically increase CA's costs over de minimis differences in the factors. Even if AT&T Florida were to propose this language, it could use its monopoly position to reject any auditors proposed by CA, claim that CA's choices were not acceptable and would eventually prevail with its own choice of auditor. CA does not see how the cost of the audit could be determined in the ICA, because that cost would be driven by the volume of data to be analyzed and the period of time the data covers. AT&T Florida would be in control of those two variables, which would drive the actual cost of the audit.

Also, as a result of the FCC's recent Intercarrier Compensation Reform orders, the actual dollar value of the audited calls has been dramatically reduced. In 2008, the difference in cost between a local call and an intraLATA call could be 4 cents per minute. Today, the difference in cost for that same call is a fraction of a cent. Therefore, even at the 5% threshold, the actual monetary value of that 5% of calls would be pennies. The cost of the audit would very likely dwarf the value of the error discovered unless CA were intentionally defrauding AT&T Florida with millions of mis-labeled minutes per month. If that were happening, the error threshold would almost certainly be higher than 50%, not 5%. And so, CA believes that 5% is far too low if a factor is used but also believes that the most reasonable way to settle this issue would be for CA's audit cost liability to be tied to the monetary value of the errors discovered by the audit. CA has proposed a 1:1 ratio between the value of errors and audit cost liability, but even if the Commission believes that ratio should be higher, CA believes this type of mechanism would be fairer to both parties.

<u>The Following Question Pertains to Issue 43</u>

16. Could financing be arranged while the billing dispute is pending? If not please explain in detail what would prevent CA from securing financing.

CA Response- Possibly, but not necessarily. No commercial bank or lender is likely to provide financing specifically to cover an event like this. Banks are already reticent to loan to small CLECs because they do not understand the business. They do not see how they could possibly

recover their funds if they had to assume control of the CLEC or liquidate its assets. However, there are alternative sources of financing that could be successful given enough time.

However, it is worthy of note that this is not the basis for our disagreement on this issue. Our larger concern is that, should CA need to escalate the dispute matter either to litigation or a regulatory proceeding, that step is likely to take longer than ten days to prepare. CA does not believe that the CLEC should be in default because it takes longer than ten days to prepare and file an escalation or appeal. We believe that thirty days is a reasonable time, and note that AT&T Florida would still be entitled to collect its Late Payment Charges if it ultimately prevailed.

The Following Questions Pertain to Issue 44

17. What is a HDSL loop and how is it different than a HDSL-capable loop? Please explain your response in detail.

CA Response- HDSL-capable simply means that it meets a technical test. An HDSL Loop could be taken to mean a "lit" one. The generic AT&T ICA actually refers to "HDSL-compatible":

> "2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to two thousand five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR."

HDSL refers generally to a lit DS1 circuit, which includes electronics. HDSL-capable is like ADSL-capable but only 12,000 feet long. The lit circuit that is not allowed in a Tier 1 wire center is the "DS1 Digital Loop". CA is entitled to get the dry HDSL-capable loop anywhere, regardless of Tier 1 non-impairment criteria, but AT&T Florida has taken the position previously that HDSL-capable and DS1 are the same and has refused to install HDSL-capable loops in a Tier 1 wire center for TNT, incorrectly citing the FCC's TRRO as a basis for the refusal.

The FCC's Triennial Review Remand Order ("TRRO") clearly refers to the lit loop, rather than an unlit circuit. CA can use an HDSL-capable dry loop to deliver other services than HDSL; HDSL-capable is merely a specification for the loop itself.

18. Please describe the differences, if any, between unbundling a HDSL and HDSL-capable loop.

CA Response- HDSL refers generally to a lit DS1 circuit, which includes electronics. HDSL-capable is like a standard ADSL-capable loop (DS0), but only 12,000 feet long. The lit circuit that is not allowed in a Tier 1 wire center is the "DS1 Digital Loop". CA is entitled to get the dry HDSL-capable loop anywhere, regardless of Tier 1 non-impairment criteria, but AT&T Florida has taken the position previously that HDSL-capable and DS1 are the same and refused to install HDSL-capable loops in a Tier 1 wire center for TNT, incorrectly citing the FCC's TRRO as a basis for the refusal. The TRRO clearly refers to the lit loop. CA can use an HDSL-capable dry loop to deliver other services than HDSL; HDSL-capable is merely a specification for the loop

itself.

19. If the interconnection agreement does not distinguish between HDSL loops and HDSL-capable loops, how would CA be harmed? Please explain your response in detail.

CA Response- CA would be harmed because AT&T Florida could claim that it is not required to unbundle HDSL-capable loops in Tier 1 Central Offices, when in fact the TRRO only permits AT&T Florida to refuse to unbundle lit DS1 loops in unimpaired Tier 1 Central Offices, which are often called HDSL but are distinct from HDSL-capable. The main harm here lies in repair interval. If AT&T Florida provides a DS1 circuit to its own customer (it would not provide an HDSL-capable loop at retail), that service would generally provide a repair interval of three hours. If CA ordered an HDSL-capable loop, this is the same cooper loop used by AT&T Florida to deliver a DS1 circuit but CA would use its own electronics. Because the copper loops are the same, CA is entitled to parity with AT&T Florida's own repair interval.

On the other hand, if AT&T Florida were permitted to refuse to install an HDSL-capable loop for CA and instead required CA to order, for instance, a UCL (unbundled copper loop), the repair interval on that circuit is much longer (can be several days) because it is in parity with AT&T Florida's repair interval for POTS lines and not its DS1 service. This leaves CA with an inferior DS1 service to AT&T Florida's solely because of this distinction, even though the UCL would be exactly the same copper loop as would be used for the HDSL-capable loop. What may appear to be a semantical argument actually has real world consequences.

The Following Question Pertains to Issue 54a

20. CA has asked for 180-days written notice prior to converting a UNE to the equivalent wholesale service when such a conversion is appropriate. Is such a conversion merely a change of the rate that AT&T Florida implements on CA's wholesale bill? If not, please identify other impacts or effects.

CA Response- No, CA believes that it would never be a simple change in billing rate. AT&T Florida's rates for the most critical UNE elements, compared with special access rates, can be disastrously different. The most critical UNE element used by CLECs, Interoffice Dark Fiber, cannot be obtained at all by a CLEC other than as a UNE. If that element were suddenly unavailable, the CLEC would be forced to undertake a major network change to compensate for that. The change could require the CLEC to obtain a new collocation from AT&T Florida in a Central Office where it was not previously collocated. It could require the CLEC to obtain fiber optic entrance facilities into the Central Office to replace the dark fiber being removed. It could require the CLEC to order service from a competitive access provider, who might need to augment its own network to provide the service to the CLEC at significant cost with an extended lead time to deliver the facilities. All of these options take considerable time to implement, and none of them could be accomplished in anything close to the 30 days AT&T Florida proposes.

For another example that would be pertinent to CA's specific network design, this issue would impact the use of xDSL loops. CA plans to serve subscribers with xDSL service. CA intends to focus its efforts to sell that service in areas where AT&T Florida does not provide a

similar service, such as rural areas. If AT&T Florida were entitled to discontinue that UNE service with 30 days' notice, CA would have no comparable service to transition those customers to. There is no way that CA would be able to plan and then build the network facilities required to replace the UNE facilities in 30 days. There is a chance that CA could do so in 180 days, and without that the customers could end up with no viable means to access the Internet since there would likely be no broadband alternatives at that customer location.

The Following Question Pertains to Issue 55

21. CA has requested written notification if AT&T Florida designates a wire center as unimpaired. Would an e-mail to a specified e-mail address be sufficient to meet CA's needs? If not, please explain.

CA Response- No. This agreement already has agreed language as to when a notice is deemed to be delivered. Emailed notices are often lost for various reasons, including getting caught in spam filters, typographical errors in the address, notices sent as an email attachment with an unknown password, and more. This Agreement requires CA to provide written notices to AT&T Florida via US Mail, and CA sees no reason why AT&T Florida should be excused from providing the same notice to CA. This is especially true because a wire center unimpairment notice is often a potential extinction event for a CLEC. Other ILECs (Verizon, CenturyLink) send these notices via certified mail because of the gravity of the issue at hand. The least that

AT&T Florida can do is mail it. CA believes that AT&T Florida should mail it certified mail as the other ILECs do.

The Following Questions Pertain to Issue 60

22. If CA obtains resale service from AT&T Florida for its own use or to sell them to affiliates, would CA price the service below cost, at cost, or above cost? Please explain your response in detail.

CA Response- CA would price the service above its cost, to the extent that CA is providing the service to any entity other than to itself. An example of service provided to itself would be an alarm or fax line at a CA office, which is not the focus of CA's objection. CA's objection primarily arises by use of the term affiliates, because that term is overbroad. CA would not provide service to any entity below its cost; it makes no business sense to sell below cost.

23. Does CA know of any interconnection agreements on file with the Florida Public Service Commission which permit CA to obtain resale service for its own use or to sell to affiliates?

CA Response- CA has not reviewed all the existing Florida ICAs to respond to this. Whether or not such ICAs exist, CA fails to see any reason why a CLEC should be precluded from using resale services in this manner. Moreover, AT&T Florida has not yet made an argument as to the harm it is seeking to prevent through this provision of the ICA.

The Following Question Pertains to Issue 61

24. Please explain why CA believes it is appropriate for AT&T Florida to provide detailed billing at no cost.

CA Response- 47 CFR §64.2400 and §64.2401 seem to be very clear in their requirements. They contain no exceptions that suggest that services provided under an interconnection agreement are exempt from the requirement. It does not seem to make logical sense that a retail subscriber would be entitled to a detailed bill in order to determine what they are being charged for, but a CLEC purchasing that same service for resale to the same end user would not be entitled to the same.

Further, the billing dispute process proposed by both AT&T Florida and by CA would require the detailed billing information in order for CA to file a billing dispute. If AT&T Florida were not required to provide the billing detail, it would render CA unable to timely and properly audit the bills and dispute incorrect charges, which CA is both required to and clearly entitled to do.

The Following Questions Pertain to Issue 63

25. Please discuss any harm that might occur to CA if AT&T Florida obtained the names, addresses and telephone numbers of CA End Users who wish to be omitted from directories.

CA Response- AT&T Florida could use that information for any purpose it chooses to, including "winback" marketing and other marketing efforts such as directory publishing sales. If AT&T Florida engages in marketing efforts via US mail, for instance, CA would have little chance of proving that was targeted at its customers. However, the question is whether AT&T Florida has a legitimate need to have the information at all. CA argues that it does not and has not yet made an argument for why AT&T Florida needs the information. AT&T Florida's proposed language is equally absurd as would be a requirement for AT&T Florida to provide all of its unlisted end-user data to CA for no disclosed purpose.

26. How would 911 calls be handled if AT&T Florida was unable to obtain the names, addresses and telephone numbers of CA End Users who wish to be omitted from directories.

CA Response- 911 emergency calls are processed based upon Automatic Location Identification ("ALI") database records, which have nothing to do with directory listing information. AT&T Florida is the chosen 911 system provider in some of the counties where it is the ILEC, but not in all counties. Where AT&T Florida is the 911 system provider, it has outsourced the 911 database functions entirely to the 911 vendor Intrado. CLECs submit ALI records and ALI updates directly to Intrado and not to AT&T Florida. In counties where AT&T Florida is not the chosen 911 provider, Intrado still handles the ALI functions for the counties and AT&T Florida has no role. There is absolutely zero impact to 911 services if CA refuses to submit the names and addresses of its own customers to AT&T Florida.

The Following Question Pertains to Issue 64

27. Please explain any concerns and/or obstacles that would prevent CA from providing listing information to AT&T Florida within one (1) Business Day of Installation, disconnection or other change in service.

CA Response- The simple reason is end user choice. CA has an established process which ensures that the proper decision-maker within an end-user company is aware of the directory listing options available and can make that decision when the end-user customer is ready to do so. Such a decision maker is not always the person who orders new service or a change in service from a carrier. This decision rests entirely with the end-user and not with CA or AT&T Florida, and we believe that is appropriate. AT&T Florida no longer publishes residential directories at all, so this concern is solely about businesses who are not listed in AT&T Florida's commercial yellow pages directory. A business should have the right to decide when, how and whether or not it will be listed in AT&T Florida's directory and to subject itself to AT&T Florida's directory advertising marketing efforts which follow once a business has a basic free listing. AT&T Florida's own business customers are permitted to request no listing when ordering new service from AT&T Florida, and are permitted to order a listing later on if they choose to. So should CA customers be entitled; to do otherwise would not provide parity.

We are aware of no regulation that supports AT&T Florida's position on this issue, and we believe that for these reasons it would cause end user harm to require a listing to be placed when the end user has not expressly asked for one.

The Following Question Pertains to Issue 65

28. To CA's knowledge, has AT&T Florida has been found in violation of applicable laws, orders, or rules relating to marketing or winback campaigns? Please descibe in detail for the following agencies:

a. Florida Public Service Commission

b. Federal Communications Commission

c. Other public utility commissions

CA Response- CA is not currently aware of any regulatory agency having found AT&T Florida in violation of winback regulations. This question is, however, rather irrelevant to the basis of CA's position. Moreover, as one example, AT&T Florida has been actively engaged in winback campaigns for Florida businesses. AT&T Florida recently discontinued a tariffed business winback program specifically designed to entice businesses served by CLECs. The tariff filing can be found here: http://cpr.att.com/pdf/fl/filings/appr/FL-14-0091.pdf

Dated: February 2, 2015

Respectfully submitted,

By: /s/ Mike Ray
Mike Ray
CEO and President
Communications Authority, Inc.
11523 Palm Brush Trail #401
Lakewood Ranch, FL 34202
941 600-0207
mike@commauthority.com

By: /s/ Kristopher E. Twomey
Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, DC 20006
202 681-1850
kris@lokt.net
Attorney for Communications Authority, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Communications Authority, Inc. for arbitration of Section 252(b) interconnection agreement with AT&T Florida Telecommunications, LLC d/b/a AT&T Florida.	DOCKET NO. 140156-TP DATED: FEBRUARY 2, 2015

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of COMMUNICATIONS AUTHORITY'S RESPONSE TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-28) has been served by electronic mail and US Mail this day to February 2, 2015:

Tracey Hatch, Esquire
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
Email: th9467@att.com

Lee Eng Tan
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
ltan@psc.state.fl.us

Communications Authority
Mike Ray
11523 Palm Brush Trail, #401
Lakewood Ranch, FL 34202
mike@commauthority.com

AT&T Florida
Elise McCabe
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1561
em4870@att.com

/s/ Kristopher E. Twomey
Kristopher E. Twomey
Counsel to Communications Authority, Inc.

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MANATEE)

I hereby certify that on this 2nd day of February, 2015, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Ray, who is personally known to me / ~~produced identification~~ _____, and he acknowledged before me that he provided the answers to interrogatory number(s) 1-28 from STAFF'S FIRST SET OF INTERROGATORIES TO COMMUNICATIONS AUTHORITY, INC. (NOS. 1-28) in Docket No(s). 140156-TP, and that the responses are true and correct based on his/~~her~~ personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 2nd day of February, 2015.

Susan Abbett
Notary Public SUSAN ABBETT
State of Florida, at Large

My Commission Expires:
Feb 2016.

SUSAN ABBOTT
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 174567