BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

COMMUNICATIONS AUTHORITY, INC.'s RESPONSE TO AT&T FLORIDA'S SECOND OF INTERROGATORIES, REQUESTS FOR ADMISSION AND REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 28.106-206, Florida Administrative Code, Communications Authority, Inc. ("CA"), by its attorneys, responds to the first set of AT&T Florida's ("AT&T") first set of interrogatories, requests for admission and request for production of documents ("Interrogatories") as follows:

GENERAL OBJECTIONS

CA makes the following general objections to AT&T's Interrogatories. Unless otherwise specified, each of the following General Objections is continuing, and is incorporated into the response to each Interrogatory propounded by AT&T 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 AT&T 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 AT&T 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 AT&T 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 AT&T 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.

15. "I', "my," "mine," and other first person comments should be attributed to Mike Ray as President and CEO of Communications Authority, Inc.

SECOND SET OF REQUESTS FOR ADMISSIONS

35. Issue 1: Admit that section 251(c)(3) of the 1996 Act permits a CLEC to use an unbundled network element ("UNE") for the provision of information services only if the CLEC also uses the UNE for the provision of telecommunications services.

CA Response: Admission requests a legal interpretation that I am not qualified to offer.

36. Issue 1: Admit that AT&T Florida's proposed language for section 4.1 of the UNE Attachment does not prohibit the use of a UNE for the provision of information services as long as the UNE is also used for the provision of telecommunications services.

CA Response: Admission requests a legal interpretation that I am not qualified to offer.

37. Issue 1: Admit that because AT&T Florida's proposed language for section 4.1 of the UNE Attachment does not prohibit the use of a UNE for the provision of information services as long as the UNE is also used for the provision of telecommunications services, that language is supported by the 1996 Act and is not anti-competitive

CA Response: Admission requests a legal interpretation that I am not qualified to offer.

38. Issue 1: Admit that section 251(c) (3) of the 1996 Act does not permit a CLEC to use a UNE in any technically feasible manner if the CLEC does not use the UNE to provide telecommunications services.

CA Response: Admission asks for a legal interpretation that I am not qualified to offer.

39. Issue 1: Admit that CA's proposed language for section 4.1 of the UNE Attachment is not consistent with the 1996 Act because it would permit CA to use a UNE obtained from AT&T Florida to provide information services without regard to whether or not CA also uses the UNE to provide information services.

CA Response: Admission asks for a legal interpretation that I am not qualified to offer.

40. Issue 2: The Ray Testimony states (p. 4, lines 8-9), "**In many areas,** AT&T has approved a very limited number of AIS contractors and has refused to permit, in its sole

discretion, **new entrants** to become certified as an AIS." (Emphasis added.) Admit that the only new entrants upon which this statement is based are Terra Nova and AstroTel, Inc. and that the only areas of which Mr., Ray has knowledge to support his statement are Miami and the area(s) in which AstroTel, Inc. provided or sought to provide service.

CA Response: Denied.

41. Issue 2: The Ray Testimony describes (p. 4, line 19 – p. 5, line 2) what Mr. Ray calls "a reasonable solution to this problem" (referred to hereinafter as the "Reasonable Solution"). Admit that CA has proposed no contract language reflecting the Reasonable Solution.

CA Response: Neither admitted nor denied. This has been discussed on settlement phone calls.

42. Issue 2: Admit that CA did not communicate the Reasonable Solution to AT&T Florida at any time before the Ray Testimony was filed.

CA Response: Denied.

43. Issue 2: Admit that third party vendors who are AT&T Approved Installation Suppliers do not, and are not by law required to, charge TELRIC–based rates for the work they perform.

CA Response: Admission requests a legal opinion that I am not qualified to offer.

44. Issues 4a and 4b: Admit that the "accelerated dispute resolution process" to which the Ray Testimony refers (p. 6, line 12) is Rule 25-22.0365(5)(d) of the Florida Administrative Code.

CA Response: Admitted.

45. Issues 4a and 4b: Admit that Rule 25-22.0365(5)(d) of the Florida Administrative Code requires the complainant seeking accelerated dispute resolution to include in the complaint "[a] statement that the complainant company attempted to resolve the dispute informally and **the dispute is not otherwise governed by dispute resolution provisions contained in the parties' relevant interconnection agreement**." (Emphasis added).

CA Response: Admitted.

46. Issues 4a and 4b: Admit that the parties' ICA will contain dispute resolution provisions.

CA Response: Admitted, but only in so far as all ICAs I have ever reviewed, and therefore have personal knowledge about, do contain some form of dispute resolution provisions that appear to have been negotiated between the parties. I assume this ICA will contain negotiated dispute resolution provisions because I will insist upon the issue not being silent in the ICA.

47. Issues 4a and 4b: Admit that because the parties' ICA will contain dispute provisions, the accelerated dispute resolution process to which the Ray Testimony refers (p. 6,

line 12) will not be available for the resolution of the parties' disputes, if any, that arise under the parties' ICA.

CA Response: Denied, or in the alternative, this admission requests a legal opinion that I am not qualified to offer.

48. Issue 5: Admit that (a) agreed language in Collocation section 4.6.2 of the parties' ICA states that CA will provide AT&T Florida with a certificate of insurance before commencing any work in CA's collocation space and that (b) in light of that agreed language, if CA were to commence work in the collocation space without having provided AT&T Florida with a certificate of insurance, CA would be in breach of section 4.6.2 and (c) AT&T Florida would be entitled to require CA to cease work until it provided a certificate of insurance.

CA Response: Admitted.

49. Issue 7a: Admit that AT&T Florida incurs cost when it reviews and responds to an Application for collocation.

CA Response: I have no personal knowledge of AT&T's actual costs, only what AT&T and other ILECs' charge for services.

50. Issue 7a: Admit that if, after AT&T Florida has reviewed and responded to an Application for collocation, CA submits a modified or revised Application, AT&T Florida incurs additional cost when it reviews and responds to the modified or revised Application.

CA Response: I have no personal knowledge of AT&T's actual costs, only what AT&T and other ILECs' charge for services.

51. Issue 9a: Admit that the “same mechanism” referenced in the Ray Testimony (at p. 11, line 18) is the Reasonable Solution that is the subject of Requests for Admission 7 and 8.

CA Response: Admitted.

52. Issues 12 and 24: Admit that if Issues 12 and 24 are not combined, those issues present the Commission with two questions, namely (i) whether a Discontinuance Notice should allow the Billed Party fifteen days or thirty days to remit payment, and (ii) whether the terms and conditions applicable to bills not paid on time should or should not apply to disputed amounts.

CA Response: Admission requests a legal opinion that I am not qualified to offer.

53. Issues 12 and 24: Admit that if Issues 12 and 24 are combined, Issue 12 is eliminated and Issue 24 presents the Commission with two questions, namely (i) whether disputed amounts should be deposited in escrow (which the Commission must resolve in any event in connection with Issue 23), and (ii) whether the terms and conditions applicable to bills not paid on time should or should not apply to disputed amounts.

CA Response: Admission requests a legal opinion that I am not qualified to offer.

54. Issues 12 and 24: In light of the circumstances described in Requests for Admission 18 and 19, admit that the combining Issues 12 and 24 reduces by one the number of questions the Commission must resolve.

CA Response: Admission requests a legal opinion that I am not qualified to offer.

55. Issue 16: Admit that the "risk to AT&T" (as that phrase is used in the Ray Testimony at p. 19, line 16) is greater when CA collocates in an AT&T Florida central office than when CA does not collocate in an AT&T Florida central office.

CA Response: My testimony provides my opinion, but I have no personal knowledge of AT&T's risks, perceived or actual.

56. Issue 17(ii): (a) Admit that pursuant to the agreed first sentence of GT&C section 7.1.1, an assignment by CA of its rights and obligations under the parties' ICA is not permitted if CA does not seek AT&T Florida's consent before making the assignment. (b) Admit that pursuant to the agreed first sentence of GT&C section 7.1.1, an assignment by CA of its rights and obligations under the parties' ICA is not permitted if AT&T Florida reasonably withholds consent to the assignment.

CA Response: Admitted.

57. Issue 18: Admit that under the "Change of Law" provision in the parties' ICA to which the Ray Testimony refers (at p. 20, lines 20-24), not all "changes in the marketplace" of the sort referred to in the Ray Testimony (*id*. at p. 20, line 18) are (in the words of GT&C section 24.1 of the parties' ICA) "action[s] by any state or federal regulatory or legislative body or court of competent jurisdiction [that] invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) . . .of the Agreement and/or [that] otherwise affects the rights or obligations of either Party that are addressed by this Agreement."

CA Response: Denied.

58. Issue 20: Admit that in the scenario hypothesized in the Ray Testimony (at p. 22, line 21 – p. 22, line 1) in which AT&T Florida "fail[s] to invoke the dispute resolution provisions of this Agreement," CA could invoke those dispute resolution provisions itself.

CA Response: Admitted.

59. Issue 23: The Ray Testimony states (at p. 24, line 22 – p. 25, line 1) that AT&T Florida's proposed escrow requirement "would permit AT&T to bill CA any amount that it chooses 'in error' and CA, though no fault of its own, would automatically be in default of this agreement if it was unable to raise the funds . . . ." (Emphasis added.) Admit that CA intended for the phrase "any amount that it chooses 'in error'" to convey the notion that AT&T Florida could intentionally bill CA amounts that AT&T Florida knows are not correct.

CA Response: Denied.

60. Issue 23: Admit that CA is aware of no instance in which AT&T Florida has intentionally billed any CLEC or CMRS provider an amount that AT&T Florida knew was incorrect.

CA Response: Denied. I have personal knowledge of instances whereby either AT&T intentionally billed the incorrect amounts, or AT&T had sufficient information such that it should have known the billed amounts were wrong.

61. Issue 24(i): Admit that it may take six months or longer for the Commission to conduct a proceeding to resolve a billing dispute between the parties.

CA Response: I have no personal knowledge to admit or deny this statement. I suspect it would depend on the nature of the billing dispute.

62. Issue 24(i): Admit that the time between the initiation of a Commission proceeding to resolve a billing dispute between the parties and the issuance of a decision on an appeal from the Commission's final order in that proceeding may be 18 months or longer.

CA Response: I have no personal knowledge to admit or deny this statement. I suspect it would depend on the nature of the billing dispute.

63. Issue 26: Admit that if Issue 26 is resolved in favor of AT&T Florida, CA will have one year after the date of a bill to dispute the charges on the bill.

CA Response: Denied.

64. Issue 33b: Admit that not all Florida counties impose equal 911 surcharges.

CA Response: Denied.

65. Issue 38: Admit that if CA establishes direct interconnection with AT&T Florida pursuant to the 1996 Act, AT&T Florida can require that the interconnection be at a point on AT&T Florida's network.

CA Response: Admitted.

66. Issue 38: Admit that if CA collocates its equipment on AT&T Florida's premises, that equipment is not on AT&T Florida's network.

CA Response: Denied.

67. Issue 38: Admit that if CA obtains collocation from AT&T Florida, the physical space in which CA places its equipment is not part of AT&T Florida's network.

CA Response: Denied.

68. Issue 39a: Admit that AT&T Florida has the right to deliver traffic directly to CA by means of a direct interconnection with CA if AT&T Florida chooses to do so, and that CA cannot lawfully require AT&T Florida to route traffic from its network to CA's network through a third party tandem provider.

CA Response: Admitted.

69. Issue 41: Admit that under 47 C.F.R. § 51.809(a), a CLEC is entitled to adopt an existing state commission-approved ICA in its entirety, but is not entitled to adopt only part of an existing state commission-approved ICA.

CA Response: Admitted.

70. Issue 41: Admit that CA's proposed language for Network Interconnection section 4.3.1 is inconsistent with 47 C.F.R. § 51.809(a).

CA Response: The admission requires a legal response that I am not qualified to offer.

71. Issue 45: The Ray Testimony objects (at p. 40, lines 4-7) to AT&T Florida's proposed language for LNP section 3.1.4 on the ground that it "would mean that if end user A ported their telephone number to CA, and then conveyed the number to end user B who desired to assume end user A's service with CA, CA would be required to release the number, and the customer, back to AT&T." Admit that if that statement in the Ray Testimony is true, it is equally true under AT&T Florida's proposed language for LNP section 3.1.4 that if end user A initially obtained service from CA and then ported the number to AT&T Florida, AT&T Florida would be required to release the number back to CA if end user A sought to convey the number to end user B who desired to assume end user A's service with AT&T Florida.

CA Response: Admitted.

72. Issue 51: Admit that if CA's proposed language for UNE section 1.5 is included in the parties' ICA and CA challenges an AT&T Florida denial of UNE facilities pursuant to that provision, AT&T Florida will incur cost when it is undertakes to prove that the requested facilities do not exist or are all in use.

CA Response: I do not have any personal knowledge of AT&T's costs.

73. Issue 54a: (a) Admit that when a UNE is converted to the equivalent wholesale service under the circumstances addressed in UNE section 6.2.6, the rate that CA pays AT&T Florida may change, but the actual service provided by AT&T Florida to CA does not change.

CA Response: Denied.

74. Issue 60: Admit that CA's position on Issue 60 is inconsistent with the FCC statement quoted at page 90, lines 6-9 of the Direct Testimony of Patricia H Pellerin in this matter.

CA Response: Denied.

75. Issue 64: The Ray Testimony states (at p. 51, lines 1-2), "Neither CA nor AT&T should have the right to force the end user to place a listing . . . ." Admit that agreed language in CIS section 6.1.5 requires CA to provide subscriber listing information of its subscribers to AT&T Florida within six months of the Effective Date of the parties' ICA or upon CA reaching a volume of 200 listing updates per day, whichever comes first.

CA Response: Denied.

76. Issue 65: Admit that AT&T Florida's proposed language for CIS section 6.1.9.1 complies with current FCC orders regarding customer proprietary network information and with section 222 of the Communications Act.

CA Response: The admission asks for a legal opinion that I am not qualified to offer.

77. Issue 66: Admit that the cost-based rates that 47 U.S.C. § 252(d)(1) requires for interconnection and network elements are not necessarily equal for two incumbent local exchange carriers in the same state.

CA Response: The admission asks for a legal opinion that I am not qualified to offer.

SECOND SET OF INTERROGATORIES

52. Issue 2: The Ray Testimony states (at p. 4, lines 12-14), "CA should be entitled to become certified as an AIS upon the same terms and conditions as any other AIS for the purpose of installing its own collocations." If Issue 2 is resolved in favor of AT&T Florida, what difference(s) would there be between CA's ability to become certified as an AIS and the ability of any other CLEC to become certified as an AIS?

CA Response: Unknown. The ability of other CLECs to become an AIS is not the subject of this proceeding and is not covered in the ICA being arbitrated.

53. Issue 2: Is it CA's position that the 1996 Act requires ILECs to provide collocation construction elements (as that term is used at p. 4, lines 20-21 of the Ray Testimony) at TELRIC-based prices? If so, state the basis for that position and identify all authorities of which you are aware (including but not limited to FCC and state commission orders and decisions) that support that position.

CA Response: This is widely understood in the industry and I cannot imagine why AT&T is challenging this premise. As one example, back in the 2004 proceeding at the Florida PSC reviewing BellSouth's collocation rates, BellSouth issued its "Brief of the Evidence"[1] acknowledging this simple legal principle.

STATEMENT OF POSITIONS ON THE ISSUES

Issue 9A: For which collocation elements should rates be set for each ILEC?

[1] See, In re: Petition of Competitive Carriers for Commission Action To Support Local Competition In BellSouth's Service Territory, Docket No. 981834-TP and In re: Petition of ACI Corp. d/b/a Accelerated Connections, Inc. for Generic Investigation into Terms and Conditions of Physical Collocation Docket No. 990321-TP (Filed: April 1, 2004).

**BellSouth's Position: Rates for BellSouth should be set for those elements identified in the testimony of BellSouth witness, W. Bernard Shell. The collocation elements can be grouped into the following four types: 1) Physical Collocation, 2) Virtual Collocation, 3) Adjacent Collocation, and 4) Remote Terminal Collocation.

Issue 9B: For those collocation elements for which rates should be set, what is the proper rate and the appropriate application of those rates?

**BellSouth's Position: Rates should be based upon a forward looking cost study that adheres to the Total Element Long Run Incremental Cost (TELRIC) pricing rules and utilizes the cost study methodology previously approved by this Commission. Each of the rates proposed by BellSouth complies with these standards, and each should be approved."

54. Issue 2: The Ray Testimony suggests (at p. 4, lines 19-22) that "the parties . . . establish a total element long run incremental cost ('TELRIC')-based price for each collocation construction element to be placed in the ICA, **in the same manner that every other ILEC does.**" (Emphasis added.) (a) Identify five or more ILECs that have established TELRIC-based prices. (b) If you are unable to identify at least five such ILECs, explain the basis for the statement in the Ray Testimony that "every other ILEC does."

CA Response: To my knowledge, there are not five other ILECs in Florida required to provide CLEC interconnection under the Act, so the premise of the question is flawed. In any event, this statement was based upon my personal experience with Verizon and Northeast Florida Telephone, both ILECs in Florida.

55. Issue 3: The Ray Testimony states that the purpose of CA's proposed revision to Collocation section 3.17.3.1 is "to ensure that cable records charges are always cost based . . . ." Explain how CA's proposed language that is the subject of Issue 3 ("***CLEC shall not be charged for submission of the attachment to the Equipment List or for this review process, regardless of outcome***") would ensure that cable records charges are always cost-based.

CA Response: The heading numbers for the various sections in the ICA have been changed over time by AT&T. Clearly, the testimony was referring to the cable records charges issue rather than the issue of cost for submission of an equipment list.

56. Issue 3: (a) What dollar amount does CA contend is the TELRIC-based price for a cable records charge? (b) State the basis for CA's contention that the dollar amount you stated in your response to part (a) is a TELRIC-based rate for a cable records charge.

CA Response: CA believes that the application fee should cover the cost of cable records entries. AT&T's actual cost to enter cable records is de minimis, and entry of cable records into its own systems is a part of the collocation application process. Since collocation costs should be cost-based, AT&T has the duty to show that an additional charge is justified if it proposes to charge one.

57. Issue 6: If AT&T Florida may bill CA for a security partition that is installed as the most cost-effective measure to deal with CA's proven misconduct, as CA agrees it may, explain why AT&T Florida should not also be permitted to bill CA for a security partition that is installed as the most cost-effective measure to deal with a condition caused by CA's collocated

equipment (such as the one described in the Direct Testimony of Susan Kemp at p. 15, line 20 – p. 16, line 2), even if the condition is not caused by CA's misconduct.

CA Response: This language is inappropriate because CA's equipment must already be NEBS certified, on the Approved Equipment List, and/or approved by AT&T and this makes it nearly impossible that CA's equipment could interfere with other proximate equipment of others as described by Ms. Kemp unless AT&T violates best practices by improperly placing CA's collocation too close to something else. Power load and environmental load for each piece of equipment must be disclosed on any application for collocation, and are already compensated for in the normal course. CA has no input into the process of determining where AT&T is going to place its collocation within the Central Office. So, if AT&T is aware in advance of the power and environmental needs for a requested collocation, and AT&T charges and is paid by CA for all of the fees involved in the application process which include evaluation of available space, building modification and placement of the new collocation, and then AT&T places the collocation in a location where it interferes with other proximate equipment, such interference would be solely caused by AT&T and not within CA's ability to avoid.

Therefore, it would be inappropriate for AT&T to charge CA to remedy AT&T's mistake by erecting a barrier. Two things are important to note here: 1. CA's equipment may not protrude beyond CA's collocation which limits its ability to interfere in the manner Ms. Kemp suggested and 2. AT&T has already admitted that it has never had to erect such a partition which seems to show that Ms. Kemp's concern is unfounded.

Issue 7a: (a) Does CA agree that under the agreed language in Collocation section 7.4.1, the charges that are the subject of Issue 7a come into play only if (1) CA modifies or revises its Application after AT&T Florida has provided its response to the Application and (2) the modification or revision is requested by CA or necessitated by technical considerations? (b) If CA does not agree with that proposition, explain why it does not agree. (c) If CA does agree with the stated proposition, then explain why AT&T Florida should not be permitted to assess those charges if (i) CA requests the modification or revision or (ii) legitimate technical considerations prompt AT&T Florida to request the modification or revision to CA's Application.

CA Response: Not agreed. I have personal experience with AT&T requiring repeated resubmission of collocation applications caused solely by issues with AT&T systems. Since collocation should be cost-based, CA agrees that any additional cost imposed upon AT&T by a resubmission should be paid by CA if the resubmission is not requested or required by AT&T. However, CA does not agree that it should pay any cost when AT&T requested or required a resubmission for any reason, and CA does not believe that AT&T has proposed a cost-based charge for a case where CA requests a modification of an application that increases AT&T's costs.

58. Issue 9a: If CA's proposed language for Collocation section 17.1.2 is included in the parties' ICA: (a) Could CA have any person of its choosing, without limitation, place the CLEC-to-CLEC connection? (b) If not, to what limitations would CA be subject in its selection of the person to place the CLEC-to-CLEC connection? (c) Would CA have any obligation

under the parties' ICA to identify to AT&T Florida in advance the person who would be placing the CLEC-to-CLEC connection? (d) If CA would have such an obligation, what language in the ICA imposes that obligation?

CA Response: Under CA's proposed language, any CA employee with credentials into CA's collocation could place a CLEC-to-CLEC connection if, and only if, the two CLECs were next to each other and the connection could be made directly between the parties with a cable not longer than 10 feet. Such a short run would not require the use of AT&T cable support structure because the parties are so close to each other. CA would have no obligation to notify AT&T in advance, other than any notice AT&T would have that CA's technician would be working in the collocation space. AT&T would already have personal data on the CA technician from the credentialing process.

59. Issue 10: (a) Does CA understand that the first sentence of AT&T Florida's proposed language for Collocation section 3.18.4 concerns equipment that CA proposes to collocate but has not yet collocated?

CA Response: Yes.

(b) Is the Ray Testimony on Issue 10 intended to address the scenario that is the subject of the first sentence of AT&T Florida's proposed language for Collocation section 3.18.4?

CA Response: No, the testimony addresses the entire section, not simply the first sentence.

(c) If the answer to part (b) is yes, explain how the Ray Testimony on Issue 10 relates to the scenario that is the subject of the first sentence of AT&T Florida's proposed language for Collocation section 3.18.4. (d) If the answer to part (b) is no, what is CA's objection to the first sentence of AT&T Florida's proposed language for the first sentence of Collocation section 3.18.4?

CA Response: CA declines to consider only the first sentence of a lengthy paragraph of AT&T's proposed language. CA objects to AT&T's proposed language as a whole for reasons described, and CA has proposed alternative language.

60. Issue 11: Will CA agree to receive bills from AT&T Florida electronically? If not, why not?

CA Response: CA does not agree to waive its right to paper billing sent by mail. While the parties may later agree to electronic billing in whole or in part, CA desires to maintain its right to paper billing in the ICA. CA believes that it is important that the burden be placed upon AT&T to send a bill, and not upon CA to request or find it. However, CA would be willing to agree upon mailing of a CD-ROM containing images of paper bills instead of paper bills because the burden would still be upon AT&T to send the bill and it would still be required to be in a human-readable format.

61. Issue 11: The Ray Testimony states (at p. 13, lines 8-9) that many previous interconnection agreements contain CA's language. Identify three such interconnection agreements.

CA Response: See the following as just three examples:

a. AT&T Florida / MCI section @ 1.2.11.5 approved November 2, 2006 by the Florida PSC operates the same as CA's proposal.

b. AT&T Florida / Supra Telecommunications @ 7.7 approved August 18, 2002 by the Florida PSC is even more generous than CA's request (30 days from receipt of bill without regard to date printed on the bill).

c. AT&T Florida / Sprint Communications @ 7.7 approved November 8, 2001 by the Florida PSC is even more generous than CA's request (30 days from receipt of bill without regard to date printed on the bill).

62. Issue 11: The Ray Testimony states (at p. 13, lines 5-6), "If CA abuses this provision, AT&T would still be able to seek dispute resolution remedies . . . ." (a) What would constitute an abuse of the provision to which Mr. Ray refers? (b) Is there any language in the ICA, either agreed or disputed, that defines or sheds light on what would constitute an abuse of the provision or that be relevant to a determination of the remedy for such an abuse? (c) If so, what provision(s)

CA Response: Abuse would include but not be limited to CA asserting that it received no bills in an effort to avoid payment when evidence shows that it did receive the bills. It would also be abuse for CA to refuse to process emailed bill copies sent by AT&T as long as they were complete. The Agreement requires the parties to act in good faith (GTC 5.4), and such behavior would clearly violate this requirement.

63. Issue 11: The Ray Testimony states (at p. 13, lines 6-7) that "AT&T is also able to send bills to CA with delivery confirmation to prove date of receipt." Since it is CA that

proposes for the Bill Due Date to depend on the date of receipt and since it is CA that would choose to receive bills via U.S. mail rather than via electronic transmission, will CA agree to pay the additional cost AT&T Florida would incur by sending bills via Certified Mail in order to prove date of receipt?

CA Response: No. The preparing and mailing of bills is AT&T's cost of doing business, and AT&T chooses to inflate those costs by sending many different bills under separate cover each month instead of consolidating them into one shipment as other cost-conscious companies would. The need to send with delivery confirmation is not caused by the necessity of mailing bills to CA, but rather it is caused by AT&T's desire to collect Late Payment Charges. Such charges would certainly cover the cost of delivery confirmation if CA actually paid late. Further, if AT&T sent the bills (or a CD-ROM containing PDF images of the bills) in a single consolidated shipment via UPS or FedEx, AT&T would pay less than the cost of separately mailing many different bills and would receive, free of charge, delivery confirmation from the shipper. Thus, the proposed solution is already available to AT&T and would result in a cost savings if AT&T were really concerned about the cost of sending bills.

64. Issue 12: The Ray Testimony states (at p. 14, lines 19-20) that "CA believes combining the issues [Issues 12 and 24] adds confusion rather than any clarification." Explain in detail how combining the issues adds confusion.

CA Response: The issues should not be combined without the mutual consent of the parties, which was not provided. On January 22nd, counsel for CA replied to counsel for AT&T declining the suggestion. It is misleading for AT&T to unilaterally combine the

issues after CA refused AT&T's request to do so. CA attempted many times to negotiate in good faith with AT&T prior to the arbitration proceeding, but instead AT&T refused for months to permit CA to speak to anyone with decision-making authority. As a result many issues are now being arbitrated that may have been avoided but for AT&T's actions. CA presumes the issues list has already been divided among PSC staffers. As such, combining the two could introduce unnecessary confusion to the docket without much tangible benefit.

65. Issue 13a(ii): (a) Does CA agree or disagree with the assertion in the Direct Testimony of Patricia H. Pellerin (at p. 9, line 20 – p. 10, line 6) that in many circumstances, if Remittance Information is not received with payment, AT&T Florida will have no way to know which accounts the payments are to be credited? (b) If you disagree with that assertion, state the basis for your disagreement.

CA Response: Disagree. If AT&T receives a payment with incomplete or unclear remittance advice, AT&T can ask CA for clarification of where the payment was intended to be posted. Such an occasion does not cause AT&T to receive the funds any later than it otherwise would have. AT&T already designates certain individuals within its finance department to interact with CLECs on billing and payment issues, who could easily send an email or make a phone call to clarify how to apply a payment. Further, AT&T claims that it would be "impossible" for it to properly account for billing credits that it issues in response to CA's billing disputes when AT&T has made and is correcting its own billing error, but seems to want to penalize CA by charging late payment penalties for an easily-corrected remittance advice error on the part of CA.

This seems, at a minimum, to be a double-standard. AT&T proposes no compensation to CA when AT&T makes a billing error and CA is then forced to dispute the error using AT&T's special time-consuming form and then account for it all the way through the process of receiving a credit from AT&T.

66. Issue 13(a)(ii): (a) Does CA intend to transmit Remittance Information to AT&T Florida when CA pays its bills? (b) If CA does so intend, does CA know of any reason that it would be unable to do so?

CA Response: Yes, CA intends to always provide remittance advice with every payment to AT&T. As described previously, the use of electronic payments has previously proven to sometimes omit remittance advice at the receiving end even when the paying party provided that advice with the payment instructions. AT&T seems to want to penalize CA for mailing payments via US Mail, but this provision would also penalize CA if it attempted to pay electronically and the remittance advice did not transmit correctly with the payment.

67. Issue 14a: Explain what is meant by ***"local interconnection services or components located at the POI"*** in CA's proposed language for GT&C section 5.1 and give examples of local interconnection services and components located at the POI.

CA Response: CA's meaning of Local Interconnection Services at the POI would include any facilities used for the purpose of local interconnection. Such facilities might include but would not be limited to cross-connect cabling, connecting facility assignments, switch trunk ports, mux ports or DACS ports. CA's intention is to

maintain a collocation within the AT&T Central Office, which CA will pay for under this agreement. CA will order local interconnection trunks from AT&T to connect the parties' networks using that collocation, and CA considers the Central Office in which its collocation resides to be the POI. CA agrees that it must pay for the collocation, facilities that connect the collocation back to CA's network and other non-interconnection facilities used by CA at that collocation. However, CA believes that by interconnecting at its collocation it has met its duty to bear its own costs on its side of the POI, and does not believe it should bear any costs, monthly or non-recurring, for local interconnection trunks or facilities such as costs for intra-building circuits, ordering charges, or order modification charges.

68. Issue 14b: Identify and describe all instances you know of in the last three years in which AT&T Florida failed to complete a trunk servicing order by the agreed due date. State whether each such instance was or was not a major project.

CA Response: See below response to 69.

69. Issue 14b: Identify and describe all instances you know of in the last three years in which a trunk servicing order was placed on hold for more than two days while the parties held joint planning discussions. State whether each such instance was or was not a major project.

CA Response: Providing an exhaustive, complete list is an overly broad and burdensome request. CA cannot answer whether each project was a major or minor

project because that is an arbitrary, subjective distinction. However, here are some examples representative of what I have experienced:

a. On March 4, 2014 Terra Nova placed an order with AT&T for local interconnection trunks in Miami FL on AT&T order CQ03VMB5. AT&T provided a due date of March 20, 2014. Terra Nova called AT&T to turn up the trunks on the due date, held for 45 minutes but never got a live person on the phone. Then, on March 21 Terra Nova spoke to AT&T pre-service trunking group who advises that AT&T did not have its crossconnects built correctly in its DACS which was causing the trunks not to work. Terra Nova was advised that a ticket was send to the AT&T T1 group instead who would fix that. On April 2, 2014 Terra Nova had still not heard back from AT&T. Terra Nova then called the AT&T T1 group in Alabama who said that they could not locate our order by any identifier (order number, PON, circuit ID or Two-Six Code) in their systems. Terra Nova then escalated to AT&T's Russell Minchew who was able to get the T1 group to fix the problem that day

b. In October 2013 Terra Nova placed AT&T order CY6RTRF9 for local interconnection trunks in Gainesville FL. AT&T provided a due date of 11/25/13. When Terra Nova called AT&T to turn up the trunks, Terra Nova's Travis worked with Dione from AT&T but the trunks failed ICOT testing which indicates a broken circuit somewhere in the middle. Dione was to check into this on his side and call back. Terra Nova called back on 11/26/13 when it did not hear back from Dione, and spoke to AT&T's Monica. Monica was going to check on the problem and call back. Later in the day, Terra Nova received a call from AT&T's Scott who said he could not find the problem but would keep looking. On 11/27/13, Terra Nova called and spoke

to Gloria and opened tickets for the failed trunks in an attempt to get them working. Nothing further was heard from AT&T. On 12/23/13, Terra Nova called in and spoke to Brad who said he could see that AT&T had not built the trunks correctly in its DACS and he was going to go try to get that fixed. He did call back later in the day and said he thought it was fixed, but the tests still failed. He said he would get the AT&T carrier group to look at it and would get back to Terra Nova. On 13/27/13, there had still been no word back from AT&T. I emailed AT&T's Cheryl Martinez to try to get the issue addressed. I received an out-of-office response to that email referring me to Cheryl Woodard-Sullivan, who had retired from AT&T. On 01/13/14, Terra Nova had still heard nothing back from AT&T so Travis called in and opened another ticket FJ024313 with AT&T. AT&T did not respond to Terra Nova that day, so Travis escalated the issue to AT&T's Shannon Williams. On 01/14/14 Travis received a call back from AT&T's Oscar, who said that he cleaned the connector on the circuit and thought the problem was fixed. Before we could confirm whether or not the problem was corrected, AT&T closed the ticket. The problem was not corrected and the trunks still down. On 01/16/14 Travis called back in to AT&T and worked with a technician for 45 minutes, but she could not understand how AT&T had built the circuit in its DACS and said she needed to seek help internally and call back. Terra Nova did not get a callback, then called in to the AT&T maintenance center and was told that the trunks were pending install so we would need to talk to the local interconnection group instead. Travis then called into the local interconnection group again, which could not understand what we were trying to do. Travis then escalated to manager Caitlin Luna who transferred him to James in

Birmingham. James said he was not in the correct center and referred us to Rodrick Shavers. Travis then spoke to Rodrick who said that this was a T1 problem that the local interconnection group cannot help with, and referred us back to James. We then called James back and escalated to his supervisor Nancy who explained that her group could not do anything to help with the trunks and that we really needed to speak to Rodrick. We called Caitlin Luna back, and she transferred us to Russell Minchew who appears to be Rodrick's supervisor. He sent us back to Rodrick. On 01/17/14, Travis called Rodrick who referred us to his subordinate Gloria. Gloria said she would look into it and call back, but when she did not Travis called in and spoke to Juan. Eventually we were sent back to Rodrick who said that the TEMS group needed to map our circuits in the DACS, not his group. After move back-and-forth, the trunks were repaired by AT&T and turned up on 01/28/14, more than 60 days after the due date. The delays were solely caused by AT&T and Terra Nova wasted countless hours of effort to try to get AT&T to correct its problems.

c. In March 2014, Terra Nova submitted order CYFCM654 to AT&T for local interconnection trunks in Jacksonville. AT&T provided a due date of 04/18/14. On the due date, Terra Nova's Travis called in to AT&T's pre-service trunking group to turn up the trunks, but the trunks failed ICOT testing. We were referred to then call the AT&T TEMS group, who refused to look at the issue. We then escalated to Russell Minchew and left a voicemail. On 04/22/14 we had not heard back and called Russell Minchew again and left another message. On 05/27/14 we had still not heard back from AT&T and so Travis called Russell Minchew again. Russell returned the call the next day 05/28/14 and advised that he was able to get the TEMS group to fix

the problem with the trunks. The trunks were then testing successfully, more than a month after the due date solely caused by AT&T's actions. The delays were solely caused by AT&T and Terra Nova wasted countless hours of effort to try to get AT&T to correct its problems.

d. In August 2014 Terra Nova placed order CY6DYPSA with AT&T for local interconnection trunks in Orlando FL. AT&T provided a due date of 09/03/14. Terra Nova called AT&T on the due date but the T1 between Terra Nova and AT&T was in alarm so the trunks could not be turned up. When AT&T did not call back, Terra Nova called and worked with Sam in preservice trunking on 09/08/14 who said he would send the ticket to the t1 group to resolve the problem. On 09/09/14, someone from AT&T's T1 group called back and said the ticket had been routed to the CO. The CO tech left a voicemail for Travis at 11:45pm. On 09/10/14, Travis called back into the AT&T T1 group and was on hold for 37 minutes before a live person answered. Eventually we reached Eunice who confirmed that the CFA that AT&T was using was 10003/T1TIE/ORLDFLMA/ORLDFLMAX6Y jack 57 when our order clearly showed that our CFA was 10141/T1TIE/ORLDFLMA/ORLDFLMAX6Y jack 57. Since AT&T was using the wrong CFA, this explained why the T1 was not working. On 09/11/14, Terra Nova's Kelley called into AT&T's LCSC center and spoke to Melissa. Melissa advised that AT&T had changed the CFA due to a "bad card", even though the CFA that AT&T had changed to was not a Terra Nova CFA. Kelley explained that this is a physical T1TIE CFA and not a mux port, so AT&T needs to use the CFA that we provided. Melissa said she would investigate and call back. On 09/18/14, there was still no response from AT&T so Kelley called back to

Melissa and left a voicemail. Kelley also sent an email to Melissa and copied Terra Nova's SrCAM Katrine Hoffman. Later that day, Melissa responded via email: "Okay, I've just gotten CSDC to type the internal order to rewire that tie down. They will be calling for test/turn up on Tuesday.". On 10/10/14, AT&T had corrected the T1 issue and it was testing successfully. However, when Travis called AT&T preservice trunking and spoke to Monica, the trunks failed ICOT tests. Monica was going to get it fixed and call us back. On 10/17/14, with no return call from AT&T Travis called into preservice trunking again and spoke to Bill. Bill said that nothing had changed and referred the ticket to Monica since she had been working on it. When there was still no call back from AT&T on 10/23/14, Travis contacted escalation contact Russell Minchew. Later that day Martin called Travis back from AT&T's NTC group and said the problem was fixed. The trunks were then activated, more than 45 days after the due date solely due to AT&T's actions. The delays were solely caused by AT&T and Terra Nova wasted countless hours of effort to try to get AT&T to correct its problems.

70. Issue 14b: (a) Does CA agree that sufficient facilities must be in place to carry the ordered trunks before a trunk order can be completed?

CA Response: Yes.

(b) If so, is a shortage of facilities a valid reason for a trunk order to be delayed?

CA Response: No.

(c) If CA does not consider a shortage of facilities a valid reason to delay a trunk order, explain how AT&T Florida could install and activate trunks with no facilities assigned to those trunks.

CA Response: Trunks and facilities are generally ordered together. When a CLEC orders interconnection trunks to be connected at the POI, each side must provision its own facilities to the POI for those trunks as part of the trunk ordering process. Since the POI is in the AT&T Central Office, generally only a simple crossconnect is required to complete the facilities part of the order.

(d) Does CA agree that if a trunk order is delayed due to a shortage of facilities, the due date should be reset to a date when facilities will be available?

CA Response: No.

(e) If not, explain why AT&T Florida should be held to the initial due date and be subject to performance penalties for failure to complete such an order on time.

CA Response: AT&T is perfectly capable of installing a simple crossconnect inside its own central office within the ordering interval for the local interconnection trunks. A crossconnect takes minutes to install, and the typical ordering interval is more than 30 days from the joint planning meeting to the due date. Further, since facilities are part of the trunk order, AT&T knows or should know what facilities changes it must make to provision the trunks before it issues the due date for the order. However, I am unsure which performance penalties are referenced in the question; it has certainly not been my experience (see answers to 69 above) that AT&T compensates CLECs for its various and otherwise comical delays in installing interconnection trunks. If there was any such mechanism which was meaningful and worked correctly, Terra Nova would surely have

been due thousands of dollars for AT&T's misdeeds described above. However, no compensation of any kind was provided by AT&T.

71. Issue 15(ii): The e Ray Testimony states (at p. 18, lines 16-17) that "AT&T's proposed language would require CA to obtain costly insurance for collocations, conduits and pole attachments even if CA has not ordered or used those elements." (a) By "those elements," does CA mean collocations, conduits and pole attachments? (b) If not, what does CA mean by "those elements"? (c) If so, identify the language proposed by AT&T Florida that would require CA to obtain insurance for collocations, conduits or pole attachments even if CA does not order or use those elements.

CA Response: Yes, CA means collocations, conduits and pole attachments. See AT&T's proposed language for GTC 6.2.2.14.

72. Issue 15(ii): (a) Identify the provision(s) in the parties' ICA that require(s) CA to submit and AT&T Florida to process a Conduit, Pole Attachment or Collocation application before CA may work in an AT&T Florida manhole or on an AT&T Florida pole or in an AT&T Florida central office, as asserted in the Ray Testimony (at p. 18, line 24 – p. 19, line 2). (b) If the source of the stated requirement is anything other than or in addition to language in the parties' ICA, identify that source or those sources.

CA Response: See Collocation 3.22.1, 3.23.2, 3.23.3, Structure Access 3.2.2, 3.2.3, 4.6.2, 4.7.1.1, 4.7.1.2, 4.11.3, and especially 6.1.1.

73. Issue 17(ii) In light of your responses to Requests for Admission 22(a) and 22(b), what is CA's objection to including in GT&C section 7.1.1 AT&T Florida's proposed sentence that states, "Any attempted assignment or transfer that is not permitted is void as to AT&T-21STATE and need not be recognized by AT&T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose"?

CA Response: Our objection is the implication that "is not permitted" may be construed to mean that AT&T may arbitrarily deny permission. CA instead proposes "is not permitted under this agreement" to resolve this issue.

74. Issue 17(ii): Assume that CA has an affiliate ("CAPrime") that is party to an interconnection agreement with AT&T Florida that has an initial term that expires on June 15, 2017, and that permits either party to terminate the ICA before that date only in the event of a material breach by the other party. (a) Assuming those facts, does CA agree that in the absence of a material breach, CAPrime is not entitled to terminate its interconnection agreement with AT&T Florida on February 15, 2017 over AT&T Florida's objection and to adopt a different interconnection agreement with AT&T Florida effective as of that date? (b) If you do not agree with that proposition, explain why. (c) If you do agree with that proposition, then explain why CA objects to including in GT&C section 7.1.1 AT&T Florida's proposed language that states, "Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act

that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*."

CA Response: Yes, CA agrees that in this example, CAPrime would not be entitled to adopt CA's agreement because its negotiated agreement had not run. CA objects to AT&T's proposed language on two grounds. First, such language is appropriately placed in the Interconnection Agreement that CAPrime has now, not in CA's agreement that CAPrime seeks to adopt. Second, AT&T's proposed language does not limit the scope in the manner that the example given does. If, for instance, CAPrime had opted into another CLEC's agreement, or if CAPrime's existing agreement were in evergreen status, then absent a material default under that existing agreement CAPrime should be entitled to adopt CA's agreement. The ability of a CLEC to adopt another CLEC's agreement is also controlled directly by federal law and FCC rules and is not appropriately restricted in this Agreement. We do not see what the affiliation of CA and CAPrime has to do with that right; it should be permitted or prohibited whether or not the adopting CLEC is affiliated with CA. In our view, AT&T's language is designed to penalize CA's affiliates by attempting to deny them a right clearly available to them under the law.

AT&T's language also operates to devalue this Agreement as an asset of CA, because the most likely purchaser of a CLEC would be another CLEC who may wish to keep CA's agreement. In the case of a sale of CA or CA's assets to another CLEC, CA is open to alternative language to specify that the resulting merged CLEC is only entitled to a single ICA and would have to choose which one to keep if it already had one. We do not

believe that AT&T has the right to demand that in such a case, the sale of CA's assets can be prohibited solely because both parties have Interconnection Agreements with AT&T.

75. Issue 18: Is an interconnection agreement whose initial term has expired but that is in "'evergreen' status" as the Ray Testimony uses that term (at p. 21, line 2) available for adoption under 47 U.S.C. § 252(i)?

CA Response: I have been told repeatedly by AT&T negotiators that ICAs in evergreen status may not be adopted. This is true even if AT&T and the CLEC have made numerous, even recent, amendments to the evergreen ICA. Even ICAs that are still in term, but have less than three months left on the original term, apparently may not be adopted. However, I do not believe that AT&T's position is consistent with FCC rules.

76. Issue 19: In the situation hypothesized in the Ray Testimony (at p. 22, lines 4-5) where AT&T Florida "could simply allege a breach, invoking no formal process and proving nothing, and terminate all service to CA," is there any reason that CA could not invoke a formal process after receiving the Notice of breach required by agreed language in GT&C section 8.3.1?

CA Response: Yes, parity. There should be one dispute resolution process available to both parties. Not, as AT&T proposes, "we do what we want and if you think we're wrong just file a complaint or sue us". If CA must use the Dispute Resolution process under this agreement, then so should AT&T. AT&T undeniably has a superior position over CA, in that if CA terminates service under this agreement, then CA goes out of business. If AT&T terminates service under this agreement, then CA goes out of

business. AT&T should not be entitled to unilaterally cause the extinction of its smaller competitor over which it wields such power without some oversight.

77. Issue 20: The Ray Testimony asserts (at p. 23, lines 1-3) that if AT&T Florida were to terminate the parties' ICA due to a breach of the ICA by CA, "there would be no requirement to negotiate a successor." State the basis for that assertion.

CA Response: A successor cannot exist without an original. If AT&T terminates an agreement due to breach, it can have no successors. Any new agreement negotiated at that point is a new agreement, not a successor.

78. Issue 21: (a) Will CA commit to make its payments to AT&T Florida under the parties' ICA via electronic funds credit transfers through the ACH network? (b) If not, why not?

CA Response: No. As described previously, CA desires to maintain its right to pay by check because of the problems previously encountered with remittance information not being transmitted when paying electronically using ACH. This problem is caused by the length of the account numbers and invoice numbers, and the fact that the banking systems have proven so far to be inadequate to transmit that many characters. CA is seeking a solution to this problem and would prefer to pay electronically if it can find a reliable way to do so.

79. Issue 23: If your answer to Request for Admission 59 is anything other than an unqualified admission, explain why the Ray Testimony quoted in that Request for Admission

(a) had quote marks around “in error” and (b) stated that AT&T Florida could bill CA “any amount that it chooses.”

CA Response: I have had experience with AT&T billing amounts to CLECs which its employees know are incorrect, and then requiring the CLEC to continue to dispute the billing each month in order to get credit for the incorrect billing. This is sometimes explained as a lack of communication between departments (i.e. service delivery and billing) or a lack of functionality in AT&T billing systems.

80. Issue 26: The Ray Testimony asserts (at p. 27, lines 11-12) that CA “has suggested 30 days to complete the bill dispute analysis after it receives the detailed bill.” Identify the contract language proposed by CA that reflects that suggestion.

CA Response: No response required, issue has been resolved.

81. Issue 26: Assume for purposes of this interrogatory that the parties’ ICA goes into effect on September 1, 2015, and that CA receives its first detailed bill (as that term is used in CA’s proposed language for GT&C section 13.1.2) from AT&T Florida on October 10, 2015. (a) Under CA’s proposed language for GT&C section 13.1.2, what would be the last date on which CA could dispute that October 10, 2015 bill? (b) Explain how the application of CA’s proposed language for GT&C section 13.1.2 to the assumed facts yields that date.

CA Response: No response required, issue has been resolved.

82. Issue 29(i): (a) What is the basis for the assertion in the Ray Testimony (at p. 29, lines 14-15) that “AT&T seems to prefer its elective commercial arbitration provision.” (b) If AT&T Florida prefers its elective commercial arbitration provision, how does CA explain the

fact that AT&T Florida's contract language, as originally proposed by AT&T Florida, makes commercial arbitration elective rather than mandatory? (c) Can CA identify any instance in which AT&T Florida has sought commercial arbitration to resolve a dispute with any carrier under an interconnection agreement?

CA Response: CA's statement that AT&T prefers commercial arbitration is based upon CA's suggestion during negotiations that this provision be removed entirely in favor of resolving disputes before the Commission. However, AT&T advised that it did not want to remove the provision and pointed out that since it is elective, CA would not be compelled to use commercial arbitration if it did not choose to. AT&T stated that it wanted the option available to it for this agreement as well as for others who may adopt this agreement later. Thus, the parties agreed to leave this provision in although CA advised that it would never use commercial arbitration. CA has not conducted any search for instances where AT&T has used commercial arbitration. CA notes that the Telecom Act grants state utility commissions the right to address interconnection agreement issues and disputes.

83. Issue 29(i): (a) What is the basis for the assertion in the Ray Testimony (at p. 29, lines 14-15) that "AT&T seems to prefer its elective commercial arbitration provision." (b) If AT&T Florida Issue 29(i) The Ray Testimony asserts (at p. 29, line 23 – p. 30, line 1) that CA has a statutory right to seek relief from the Commission for an alleged violation of law or regulation by AT&T Florida "whether or not the same act also violates the ICA." (a) Do the laws and regulations to which that testimony refers include the 1996 Act and the FCC's rules promulgated pursuant to the 1996 Act? (b) If so, give one or more examples of

provisions in the 1996 Act or FCC rules promulgated pursuant to the 1996 Act for the violation of which by AT&T Florida after the parties' ICA is in effect CA could seek relief from the Commission even though the same act does not also violate the parties' ICA.

CA Response: This seeks a legal opinion for which I am not qualified to answer.

84. Issue 33b: The Ray Testimony states (at p. 33, lines 7-9), "AT&T does not provide any way for CA to determine the county for each resale line for which AT&T bills the E911 surcharge on its bill." Explain why AT&T Florida needs to provide that information in order for CA to know the county of residence of each of its resale customers whose line is subject to E911 surcharges. If you cannot determine the county of residence of each of your resale customers based upon your own records, your response should include an explanation of why that is so.

CA Response: AT&T Florida would need to identify the counties that it is charging 911 taxes on behalf of in order for CA to deduct those taxes which it pays directly to the county. AT&T does not itemize 911 taxes on its bills, so CA would not have any way to calculate which taxes charged by AT&T were remitted to which counties. One resale bill from AT&T could contain service in many different counties which are not identified. CA can identify where its customers are and which county they are in. However, the charges for 911 service contemplate a maximum charge per location to the end user, regardless of how each line is delivered. Since CA's service is a combination of facilities-based service and resale service, it is not feasible for CA to divine each month what amounts AT&T collected for each county and then attempt to deduct that from CA's remittance to the county with those maximums in place. The

easiest solution for all parties would be for AT&T, like Verizon and CenturyLink in Florida to exempt CA from the 911 taxes which CA remits directly to the state for each county.

85. Issue 33b: If your answer to Request for Admission 64 is an admission, explain how CA determines the amount of the E911 surcharges to pay to each county in which CA has resale customers if CA does not know the county of residence of each of its resale customers, as indicated by the Ray Testimony quoted in Interrogatory 84.

CA Response: CA determines the amount of E911 surcharges to charge to each customer, and to remit to the taxing authority, based upon the total number of lines provided to the customer at each address and the county in which the address resides. As required by law, CA must include facilities-based lines, VoIP lines and resale lines in its calculations to determine not only the amount of the tax, but how many lines are eligible for the tax. This cannot be calculated accurately either for end-user billing or for remittance to the taxing authority if CA does not remit all three of the 911 taxes together to the taxing authority, such as CA separately remitting resale 911 taxes to AT&T directly as AT&T has suggested.

86. Issue 34: CA's response to AT&T Florida's Interrogatory 24 refers to "projects that I have worked on and have personal knowledge of with two of the listed providers." (a) Identify the "two of the listed providers" to which that statement refers. (b) For each of those two providers, state whether you believe 911 calls made by a customer of a CLEC that obtains 911 service from that provider are or are not routed "to the appropriate agency" (as referenced

in your response to Interrogatory 24) through an AT&T Florida selective router and state the basis for your belief.

CA Response: The two providers I have worked with are Intrado and 911 Enable. I have no way of knowing whether or not a 911 call routed to either of these emergency service carriers touches AT&T's network at any point, but I believe that they do not. The basis of this belief is that Terra Nova Telecom has had at least one situation where 911 calls were routed to an AT&T Selective Router and were misrouted by AT&T to an incorrect PSAP. One specific instance that comes to mind was a bomb threat made to a school in Miami. As a result, the name and address of the caller was not available to the dispatcher, and the PSAP was forced to manually transfer the call to the correct PSAP. The school administration was furious that its 911 service had not functioned correctly and Terra Nova was held responsible. When Terra Nova later routed emergency calls from that number to 911 Enable and the customer placed test calls, those calls completed correctly and the dispatcher had the proper name and location information. Although Terra Nova tried several times to get an answer from AT&T as to why this error occurred, no answer was ever given and no responsibility was ever taken for the error. This is part of CA's reasoning for not using AT&T's 911 emergency services. Whether or not a 911 call ever touches AT&T's network is immaterial. It is the reliability of the service and responsibility to immediately correct problems that distinguishes these competitors from AT&T.

87. Issue 34: (a) Identify the counties that "direct CLECs to directly interconnect with Intrado on the county's behalf for 911 service" as stated in the Ray Testimony (at p. 34,

lines 5-6). (b) For each county identified in your response to part (a), state whether you believe 911 calls made by a customer of a CLEC that directly interconnects with Intrado for 911 service are or are not routed through an AT&T Florida selective router and state the basis for your belief.

CA Response: I do not have an exhaustive list of counties, but several that come to mind are St Lucie, Lee, Sarasota, Pinellas and Baker. As stated above, I do not know or care whether or not those calls ever touch AT&T's network.

88. Issue 35: Explain how "AT&T's definition of entrance facilities implies that AT&T could charge for entrance facilities regardless of where the POI is located" as asserted in the Ray Testimony (at p. 34, lines 12-13). Your answer should make reference to the actual words used in AT&T Florida's definition and should state how those words could reasonably be understood to mean that AT&T Florida may treat facilities as entrance facilities regardless of where the POI is located.

CA Response: AT&T's definition of Entrance Facilities does not even mention the term POI. This, plus AT&T's refusal to accept CA's clarification, implies that AT&T could charge for entrance facilities within the AT&T Central Office, even if CA has a collocation there and only orders interconnection facilities within that CO to connect to its collocation. Indeed, AT&T has already made the absurd argument that a CLEC collocation inside an AT&T Central Office is "not a point on AT&T's network" in an effort to justify this practice. It seems obvious that AT&T intends to charge for intra-building entrance facilities in such cases absent clear language that prohibits it.

89. Issues 37 and 66: In light of (i) the statement in the Ray Testimony (at p. 35, line 13) that "Of the types of trunk groups cited here [*i.e.*, OS/DA, E911, Mass Calling, Third Party and Meet Point trunk groups] CA intends to use only 911 trunks" and (ii) the fact that the parties have agreed that CA is not obligated to purchase AT&T Florida's OS/DA services for CA's facilities-based end users (*see* section 1.2.3.3 of Attachment 6 – Customer Information Services), explain why CA is disputing AT&T Florida's rates for branding associated with OS/DA services that CA will not be purchasing from AT&T Florida (*e.g.*, CA Issues 297, 298, 300, 301 on Lines 588, 589, 597, 598 of the Pricing Sheets).

CA Response: CA believes that the pricing attachment for this Agreement should only contain prices for Unbundled Network Elements and Resale Services which are governed by this Agreement. Generally, prices for services not governed by an ICA are found in a separate commercial agreement. Unbundled Network Elements provided under an ICA must be provided at TELRIC-based rates. AT&T placed the rates into this agreement, and CA does not believe that AT&T's proposed rates for the branding are cost-based. AT&T refused to discuss the issue (or any pricing issues) during the pre-arbitration period normally reserved for negotiations, and so the issue is now part of this arbitration.

90. Issue 37: The Ray Testimony states (at p. 35, line 17) that CA would have no objection to AT&T Florida's proposed language for Network Interconnection section 3.2.6 "[i]f AT&T omitted 911 trunks from this language." (b) In light of that statement, does the following language accurately reflect CA's current position?

3.2.6 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), **E911,** Mass Calling, Third Party and Meet Point Trunk Groups.

(b) If the preceding language does not accurately reflect CA's current position, explain why it does not.

CA Response: The language listed would reflect CA's position, if the separate issue of requiring CA to purchase Mass Calling (HVCI) trunks was resolved. However, in combination with that compulsory HVCI issue, this language serves to force the CLEC to order and pay for HVCI trunks which it has no need for.

91. Issue 39a: (a) Is there any language in the parties' ICA as proposed by AT&T Florida that would prohibit or impede CA from using any third party tandem carrier it wishes to exchange call traffic with other carriers? (b) If so, identify the language.

CA Response: Yes, ICC 4.3.6.

92. Issue 39a: Do the "other carriers" to which the Ray Testimony refers (at p. 36, line 17) include AT&T Florida?

CA Response: No.

93. Issue 39b: Identify the "proposed language" by means of which, according to the Ray Testimony (at p. 36, line 24 – p. 37, line 1), AT&T Florida "seeks to maintain its monopoly on tandem services.

CA Response: See ICC 4.3.6.1, ICC 4.3.9.

94. Issue 40: (a) Is the statement in the Ray Testimony (at p. 37, lines 19-20) that "AT&T's proposed language does not impose any requirements upon AT&T to order choke trunks to CA" false in light of AT&T Florida's proposed Network Interconnection section 4.3.9.3 ("If CLEC should acquire a HVCI/Mass Calling customer, (e.g., a radio station) CLEC shall notify AT&T-21STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE HVCI/Mass Calling Serving Office to the CLEC End User's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.")? (b) If your answer to part (a) is that the quoted statement in the Ray Testimony is not false in light of AT&T Florida's proposed language for section 4.3.9.3, explain why it is not false.

CA Response: The statement is not false. "CLEC shall have administrative control for the purpose of issuing ASRs" is code for "CLEC must place the order and pay for it". Nothing in AT&T's proposed language requires AT&T to place any order with CA, nor does any AT&T language impose a payment obligation upon AT&T for HVCI trunks.

95. Issue 40: Identify all CLECs and CMRS providers you know of that have interconnection agreements with AT&T Florida that do not require dedicated HVCI trunk groups, as the Ray Testimony asserts (at p. 37, lines 18-19).

CA Response: I have previously identified Terra Nova Telecom and AstroTel as I designed the networks for those carriers. Since those carriers adopted KMC Data, KMC Data would be a third CLEC not obligated to order or use HVCI trunks.

96. Issue 40: If choke trunks would be useless as asserted in the Ray Testimony (at p. 37, lines 16-17), then why does CA believe AT&T Florida uses choke trunks in its own network?

CA Response: I decline to speculate why AT&T does or does not do something, nor does CA intend to base its business practices upon AT&T's business practices.

97. Issue 41: Identify the "others" to which you believe "AT&T already provides SIP interconnection according to the Ray Testimony (at p. 38, lines 12-13) and state the basis for your belief.

CA Response: I do not have an exhaustive list of carriers to whom AT&T is interconnected via SIP, nor do I know which AT&T affiliate is interconnecting via SIP. However, I know that AT&T is capable of such an interconnection from direct personal experience. Further details are protected by a non-disclosure agreement with AT&T, and can be provided under protective order.

98. Issue 42: Identify and describe all instances in the last ten years in which the cost of an audit of a CLEC's billing factors exceeded $10,000.00 (ten thousand dollars).

CA Response: No response is required as this issue has been resolved.

99. Issue 42: (a) Does CA have knowledge of how much (or approximately how much) any audit of a Florida CLEC's billing factors has cost? (b) If the answer to part (a) is yes, (i) identify each such audit, (ii) state the cost (or approximate cost) of the audit, and (iii) state the source of CA's knowledge of the cost (or approximate cost).

CA Response: No response is required as this issue has been resolved.

100. Issue 44: (a) Does CA believe there is a difference between an HDSL loop and an HDSL-capable loop? (b) If so, what is the difference? (c) If not, why should the parties' ICA include a definition of both terms?

CA Response: There is technically no such thing as an HDSL loop. A DS1 loop is a 1.54Mbps designed circuit, including electronics. While HDSL is the technology used in some cases to provide the DS1 loop, HDSL is not the service being delivered. For instance, a DS1 loop provided over copper may use HDSL or HDSL2 or HLSS technology depending upon the electronics used. If a copper DS1 circuit has an excessive loop length, then repeaters are required in the middle of the loop (mid-span repeaters) to reliability deliver the circuit. Such repeaters are an included component of a DS1 loop, when required. However, the same DS1 loop delivered over fiber would not be delivered using HDSL, which is a copper loop transport technology. An HDSL-compatible (also called HDSL-capable) loop is a bare copper loop without electronics, which meets certain specifications for loop distance and quality.

This type of loop is not available over fiber facilities, and not available in cases where the loop length would otherwise require a mid-span repeater because the ILEC is not

required to provide electronics and the CLEC does not have access to install a mid-span repeater. AT&T seems to introduce the term "HDSL Loop" for the purpose of conflating DS1 loops with HDSL-capable loops, and then asserting that HDSL-capable loops are not available in Tier 1 Wire Centers under the TRRO. The purpose of CA's proposed language is to clarify that an HDSL-capable loop is not a DS1 loop, and is available in Wire Centers where DS1 loops are impaired.

101. Issue 44: Describe in detail the instance(s) in which AT&T Florida denied or attempted to deny CA access to HDSL-capable loops in a Tier 1 wire center as stated in the Ray Testimony (at p. 39, lines 19-21).

CA Response: The reply to this interrogatory contains CPNI and will be provided under separate cover and pursuant to the protective order for this proceeding.

102. Issue 45: The Ray Testimony objects (at p. 40, lines 4-7) to AT&T Florida's proposed language for LNP section 3.1.4 on the ground that it "would mean that if end user A ported their telephone number to CA, and then conveyed the number to end user B who desired to assume end user A's service with CA, CA would be required to release the number, and the customer, back to AT&T." (a) What is the basis for the statement that CA would be required to release customer B (and not just the number) to AT&T Florida. (b) What is the basis – in law, regulation, common practice or common sense – for CA's premise that it is permissible for end user A to convey the number to end user B? (c) Assume that end users A and B are both human beings. Under what circumstances, and for what reasons, would B want to obtain A's phone number?

CA Response: CA does not assume that all customers are human beings, which would then lead to an assumption that this issue concerns primarily residential service. A business subscriber could sell its business or its business assets to another business. The telephone number of the business is a business asset, which is customarily conveyed along with the rest of the business assets. It is likely that the new owner would want to assume the same telecommunications services, uninterrupted, that the prior owner had. AT&T's language seems to require that in such a case, the new business owner would have to switch service back to AT&T in order to keep the business's phone number. CA does not believe that is appropriate.

103. Issue 47: (a) If CA's proposed language for OSS section 3.14 were included in the parties' ICA, would AT&T Florida be in compliance with that language if its IVR routed CA to a human agent in instances in which the IVR could not resolve the issue that prompted CA's call, or would AT&T Florida be required to enable CA to reach a human agent directly, with no involvement of the IVR? (b) If your answer to part (a) is the former of the two alternatives, identify the points in the interaction between CA and the IVR when the IVR would be required to route CA to the human agent in order for AT&T Florida to be in compliance with CA's proposed contract language. (c) If your answer to part (a) is the latter of the two alternatives, would the human agent have to be dedicated to responding to calls from CA or could the human agent have additional responsibilities? (d) If your answer to part (c) is "no," do you agree that there would be times when a human agent of AT&T Florida would not be immediately available to CA?

CA Response: CA does not object to the use of an IVR. CA's objection to AT&T's business practice is two-fold: a) The use of an IVR which refuses to connect a CLEC to a live agent for repair because information could not be validated by the IVR system or b) excessive hold times when a CLEC calls AT&T for repair. CA does not seek a dedicated repair agent from AT&T, but believes that AT&T should provide a means by which CA can reach a live human repair agent within a reasonable amount of time. For instance, CA does not object to an IVR that asks "Press 5 for Florida" or "Press 3 for switched service" but CA does object to an IVR that asks "enter your circuit ID" or "enter your ticket number" because, in my experience, the IVR often does not recognize the circuit ID and then just says "sorry you are having trouble, goodbye" and then hangs up. This is devastating to a CLEC when a major outage is in progress.

104. Issue 47: If CA's proposed language for OSS section 3.14 were included in the parties' ICA, explain in detail what CA would do to ensure that AT&T Florida could reach a human agent of CA 24 hours a day and seven days a week. Your answer should take into account the total number of persons that would be required to provide that coverage; whether those persons would be employees of CA and, if so, whether those employees would have other responsibilities.

CA Response: CA already provides a manned 24 hour repair service which routes calls to call takers. If call volume increases past a certain threshold CA's system automatically includes additional staff to ensure that calls are handled timely. CA's system never asks anyone for a circuit ID or ticket number before presenting a human operator. That is what CA is seeking from AT&T. However, it is also worthy of note

that AT&T has not indicated that it plans to use CA for any services, therefore it is unlikely that AT&T would be impacted at all if CA had an outage on its network.

105. Issue 50: If there is an unbundled network element or a combination of unbundled network elements that CA may want to obtain from AT&T Florida, explain why CA would enter into an interconnection agreement with AT&T Florida that does not include a price for that network element or combination of network elements.

CA Response: CA's proposed language is intended to address UNEs that become available in the future, or the event that a UNE was accidentally omitted from the pricing schedule in the ICA.

106. Issue 50: Please identify any statute, FCC rule or judicial or regulatory decision that CA is aware of that supports CA's position on Issue 50.

CA Response: It is industry standard practice for ILECs and CLECs to negotiate amendments to ICAs when appropriate given a change in law. CA's proposed language simply seeks to capture that common practice in the ICA's terms.

107. Issue 51: (a) If your answer to Request for Admission 72 is an admission, explain why AT&T Florida should not be permitted to recover from CA the cost it would incur to prove that the requested facilities do not exist or are all in use. (b) If your answer to Request for Admission 72 is not an admission, explain how AT&T Florida could prove that the requested facilities do not exist or are all in use without incurring any costs.

CA Response: CA's proposal addresses what happens if CA uses the AT&T manual loop query process to perform a manual loop query. There is a cost associated with that query that CA is already required to pay. This cost is adequate to cover the cost of a brief discussion between CA and an AT&T agent to discuss the issue. CA should not have to bear the cost of AT&T having made it nearly impossible for CA to determine whether or not loop facilities are available.

108. Issue 51: Explain in detail how CA envisions AT&T Florida proving pursuant to CA's proposed language for UNE section 1.5 that the requested facilities do not exist or are all in use.

CA Response: In my experience, AT&T sometimes claims that loop facilities are not available even when they are. There may be various causes of and reasons for this internal to AT&T. A large part of this issue is that in my experience, AT&T does not make loop qualification available to CLECs in Florida through its automated tools. Instead, AT&T's online system shows no facilities and instead requires submission of a manual loop inquiry for nearly every case. This manual process is more expensive for the CLEC.

What CA is attempting to obtain here is, if CA is aware that copper loop facilities do exist in a specific building, and AT&T claims they do not exist, then CA desires to have an engineering-level discussion with AT&T to discuss the issue. Previous discussions of this nature have led to the admission by AT&T employees that, in fact, loops do exist when they had previously been reported as non-existent. However, the ability to have an

engineering-level discussion is key to this process. In most cases, it is very simple for CA to go to a building and see that there are 400 pair of copper loops sitting there idle. But there must then be a process to challenge that denial with AT&T short of a full-blown dispute resolution process, which is likely to outlive the customer's interest in CA's services. CA envisions that this engineering-level phone call would resolve the issue in most cases.

109. Issue 54a: Explain why CA must "re-design and re-engineer the affected services" when a UNE is converted to the equivalent wholesale services under the circumstances addressed in UNE section 6.2.6, as asserted in the Ray testimony (at p. 45, lines 1-2).

CA Response: First, AT&T presumptive interrogatory makes a false assumption. AT&T does not get to automatically convert a UNE to another type of service. If CA is no longer entitled to a UNE it is CA, not AT&T, who will decide what to do about that UNE that is being sunset. It is highly unlikely that CA would choose to convert the UNE to AT&T's highest-priced special access service, which is what AT&T would mostly likely try to convert the UNE to. Since it is CA's decision which service to transition to, from whom to obtain that service and how to design that replacement service, obviously that process will take time.

The FCC made clear its intent with the Triennial Review Remand Order that UNEs being reclassified as non-impaired provided CLECs an incentive to use commercially available competitive offerings, not simply to be forced into the ILEC's choice of replacement. While CA does not dispute that AT&T should be entitled to convert such

a service to a non-UNE, that should only happen if CA does not take action to replace the UNE with something else and CA should be entitled adequate time to make its own arrangements. Finally, not all UNE elements have a wholesale-equivalent service and therefore AT&T would likely interpret that as a forced-disconnection of the UNE if there was no replacement service to transition to. It does not seem to be the FCC's intent to cause outages for end users that would result from such actions.

110. Issue 61: Identify any billing detail not available to CA pursuant to AT&T Florida's CLEC Billing Guide (available on AT&T's CLEC Online website) that CA asserts is required to comply with 47 C.F.R. §§ 64.2400 and 2401.

CA Response: CA has made no representations regarding AT&T's billing guide and has not reviewed such guide.

111. Issue 61: Identify any billing detail not available to CA pursuant to AT&T Florida's CLEC Billing Guide (available on AT&T's CLEC Online website) that CA asserts is required to "comply with the billing dispute provisions of the Draft ICA" referenced in the Ray Testimony (at p. 49, lines 18-19).

CA Response: CA has made no representations regarding AT&T's billing guide and has not reviewed such guide. The detail that CA referenced in the Ray testimony which would be required in order for CA to file billing disputes is based upon the detail required in 47 CFR 64.2400 and 2401, and that required by AT&T's billing dispute form and the billing dispute process in this agreement.

112. Issue 65: Identify the "current FCC orders" with which CA's position complies according to the Ray Testimony (at p. 51, lines 9-10).

CA Response: See §222 of the Telecom Act and its implementing regulations at 47 CFR §64.2001 *et seq.*

113. Issue 66: The Ray Testimony states (at p. 43, lines 4-5, in connection with Issue 50), "CA has already agreed to accept whatever Commission-approved rate exists for the UNE being sought." Does CA agree to accept the Commission-approved rates that exist for the UNEs and interconnection and collocation products and services the rates for which are the subject of Issue 66?

CA Response: No. CA has challenged certain rates proposed by AT&T in this agreement, which may have been approved by the Commission long ago but which CA believes are improper in today's marketplace and/or are not TELRIC-based. However, if a rate element were omitted from this agreement CA would accept the then-current Commission approved rate for that UNE.

114. Issue 66: The Ray Testimony states (at p. 51, lines 15-16) that "CA has suggested alternate rates that are ***similar to*** those charged in Florida by Verizon for the same rate element." (Emphasis added.) For each rate that CA proposes that is similar to (rather than identical to) the Verizon rate for the same rate element, state the basis for proposing a similar (rather than identical) rate.

CA Response: CA is not aware that its proposed rates differ from Verizon's, except that they may inadvertently be off by a few cents in some cases due to periodic price variances by Verizon. However, CA's intent was to duplicate the Verizon rates exactly.

SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

22. Issue 2: For each ILEC identified in your response to Interrogatory 55 produce an ICA to which that ILEC is a party that includes TELRIC-based prices for collocation construction elements.

CA Response: These documents are publically available at the PSC website. See also response to interrogatory 53.

23. Issue 11: Produce the interconnection agreements you identified in response to Interrogatory 61.

CA Response: These documents are publically available at the Commission's website.

24. Issue 66: The Ray Testimony states (at p. 51, lines 15-16) that "CA has suggested alternate rates that are similar to those charged in Florida by Verizon for the same rate element," and refers to "Verizon's ICAs." Produce the Verizon ICAs or tariff pages that include the rates on which the rates proposed by CA were based.

CA Response: These documents are publically available at the PSC website.

Dated: March 17, 2015

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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 AT&T's SECOND SET OF INTERROGATORIES has been served by electronic mail and US Mail this day March 17, 2015:

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