

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF FLORIDA

In re: Amended Complaint of Qwest Communications Company, LLC against MCI metro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP

REDACTED

DIRECT TESTIMONY OF WILLIAM R. EASTON

ON BEHALF OF

QWEST COMMUNICATIONS COMPANY, LLC

Filed: June 14, 2012

COM 5  
APA \_\_\_\_\_  
ECR \_\_\_\_\_  
LCE 8  
SAD 1  
SRC \_\_\_\_\_  
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**I. IDENTIFICATION OF WITNESS**

1  
2 **Q. PLEASE STATE YOUR NAME, CURRENT TITLE, EMPLOYER AND**  
3 **BUSINESS ADDRESS.**

4 A. My name is William Easton. I am a Wholesale Staff Director at CenturyLink Inc., the  
5 corporate parent of Qwest Communications Company, LLC. ("QCC"). My business  
6 address is 1600 7<sup>th</sup> Avenue, Seattle, Washington.

7 **Q. PLEASE GIVE A BRIEF BACKGROUND OF YOUR EDUCATION AND**  
8 **TELEPHONE COMPANY EXPERIENCE.**

9 A. I graduated from Stanford University in 1975, earning a Bachelor of Arts degree. In  
10 1980, I received a Masters of Business Administration from the University of  
11 Washington. In addition, I am a Certified Management Accountant.

12 I began working for Pacific Northwest Bell in 1980, and have held a series of jobs in  
13 financial management with U S WEST, Qwest and now CenturyLink, including staff  
14 positions in the Treasury and Network organizations. From 1996 through 1998, I was  
15 Director – Capital Recovery. In this role I negotiated depreciation rates with state  
16 commission and FCC staffs and testified in various regulatory proceedings. From 1998  
17 until 2001 I was a Director of Wholesale Finance, responsible for the management of  
18 Wholesale revenue streams from a financial perspective. In this capacity I worked  
19 closely with the Product Management organization on their product offerings and  
20 projections of revenue. In October of 2001 I moved from Wholesale Finance to the  
21 Wholesale Advocacy group, where I am currently responsible for advocacy related to  
22 Wholesale products and services. In this role I work extensively with the Product  
23 Management, Network and Costing organizations.

1 **Q. HAVE YOU TESTIFIED BEFORE THIS OR OTHER REGULATORY**  
2 **COMMISSIONS?**

3 A. I have not testified before this Commission, but have provided testimony in Arizona,  
4 Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota,  
5 Oregon, Pennsylvania, South Dakota, Utah, Wyoming and Washington. Among those  
6 appearances, I testified on behalf of QCC in the parallel proceeding before the Colorado  
7 Public Utilities Commission (Docket No. 08F-259T).

8 **II. PURPOSE OF TESTIMONY**

9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

10 A. For many years, the Respondent competitive local exchange carriers (“CLECs”)  
11 subjected QCC to unjust and unreasonable rate discrimination in connection with the  
12 provision of intrastate switched access services. These CLECs entered into off-price list  
13 individual case basis agreements with select interexchange carriers and failed to make  
14 those same rates, terms and conditions available to QCC as otherwise required by statute  
15 and (in many cases) the terms of the CLECs price lists. In my testimony I will provide  
16 some necessary context, by first explaining how switched access service and charges  
17 work. I will then discuss why the off-price list agreements are unreasonably  
18 discriminatory from a public policy perspective. Finally, I will identify the intrastate  
19 switched access price lists used by each of the Respondent CLECs to charge QCC, an  
20 interexchange carrier (“IXC”) providing long-distance services in Florida. I will also  
21 identify the switched access rates charged by each of the Respondent CLECs to certain  
22 other IXCs that are parties to the off-price list arrangements, and will attach the most  
23 relevant agreements.

24 My testimony will show that QCC was not provided with the same rates, terms or  
25 conditions received by certain other IXCs that are parties to the off-price list

1 arrangements and that QCC was subjected to unreasonable rate discrimination in the  
2 provisioning of intrastate switched access service. QCC witness Mr. Derek Canfield's  
3 testimony will identify the financial impact on QCC created by virtue of the higher rates  
4 charged by the CLECs to QCC and the preferential rates the same CLECs charged  
5 certain other IXCs for the identical service.

6 **Q. WHO ELSE IS TESTIFYING ON BEHALF OF QCC IN ADDITION TO**  
7 **YOURSELF AND MR. CANFIELD?**

8 A. Two other witnesses will be filing testimony on behalf of QCC. Lisa Hensley Eckert  
9 testifies as to how QCC discovered (albeit initially only generally) the existence of off-  
10 price list arrangements and what steps QCC took to address the issue. Finally, Dr.  
11 Dennis Weisman, a Professor of Economics, testifies regarding the bottleneck nature of  
12 switched access services and the distorting effects of rate discrimination. Dr. Weisman  
13 also analyzes whether QCC is similarly situated to the IXCs preferred by the CLEC  
14 secret agreements and whether the CLECs have identified reasonable bases for their  
15 disparate treatment of QCC and the preferred IXCs.

16 **Q. WHAT ISSUES IDENTIFIED IN THE ORDER ESTABLISHING PROCEDURE**  
17 **(ORDER NO. PSC-12-0048-PCO-TP) DOES YOUR TESTIMONY ADDRESS?**

18 A. My testimony will address issues 5, 6, 7 and 8(e). Those are as follows:

19 5) Has the CLEC engaged in unreasonable rate discrimination, as alleged in Qwest's  
20 First Claim for Relief, with regard to its provision of intrastate switched access?

21 6) Did the CLEC abide by its Price List in connection with its pricing of intrastate  
22 switched access service? If not, was such conduct unlawful as alleged in Qwest's  
23 Second Claim for Relief?

24 7) Did the CLEC abide by its Price List by offering the terms of off-Price List  
25 agreements to other similarly-situated customers? If not, was such conduct

1 unlawful, as alleged in Qwest's Third Claim for Relief?

2 8) Are Qwest's claims barred or limited, in whole or in part, by:

3 e) the filed rate doctrine;

4 **III. CORPORATE BACKGROUND**

5 **Q. PLEASE EXPLAIN ON WHOSE BEHALF YOU ARE TESTIFYING TODAY**  
6 **AND THAT ENTITY'S RELATIONSHIP TO THE CENTURYLINK FAMILY**  
7 **OF COMPANIES.**

8 A. I am testifying on behalf of QCC, a CenturyLink affiliate, which is an interexchange  
9 carrier and a competitive local exchange carrier providing service across the country,  
10 including Florida.

11 **Q. PLEASE EXPLAIN THE ROLE QCC PLAYS IN PROVIDING**  
12 **TELECOMMUNICATION SERVICES.**

13 A. QCC is primarily an IXC, and provides long distance services to both wholesale and  
14 retail customers on a nationwide basis. QCC also provides competitive local exchange  
15 carrier services, generally outside the areas in which Qwest Corporation provides  
16 services as an ILEC. As a CLEC, QCC sells data services, hosting, and large bandwidth  
17 facilities, as well as reselling local services. Because of the nature of services provided  
18 by QCC, QCC pays switched access charges to local exchange carriers to reach their end  
19 user customers but does not currently charge switched access to other IXCs.

20 **Q. IS QCC A LARGE PARTICIPANT IN THE LONG DISTANCE MARKET?**

21 A. Yes, it is. According to the most recent available FCC data, QCC was, in fact, the third  
22 largest long distance company, in terms of retail residential market share for 2008.<sup>1</sup> In  
23 addition, QCC is a primary provider of wholesale services for long haul traffic.

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<sup>1</sup> Trends in Telephone Service, FCC Industry Analysis and Technology Division, Wireline Competition Bureau, Report September 2010, Table 9.5 ([http://hraunfoss.fcc.gov/edoc\\_public/attachmatch/DOC-301823A1.pdf](http://hraunfoss.fcc.gov/edoc_public/attachmatch/DOC-301823A1.pdf))





1 indirectly, through a tandem switch, or directly over dedicated facilities. If the volumes  
2 to an end office are not high enough to justify the use of dedicated facilities, terminating  
3 traffic goes through a tandem switch, which allows the IXCs to reach multiple end  
4 offices. These calls are charged tandem switching and transport rate elements, in  
5 addition to the end office elements, and carrier common line ("CCL") charges, if allowed  
6 in the particular state. The tandem switch may be owned by the CLEC (in which case  
7 QCC pays the CLEC's tandem switching rates) or by the local ILEC. If the ILEC owns  
8 the serving tandem, QCC also pays the ILEC for tandem service (in addition to the  
9 switched access charges it pays the CLEC providing the other elements of switched  
10 access).

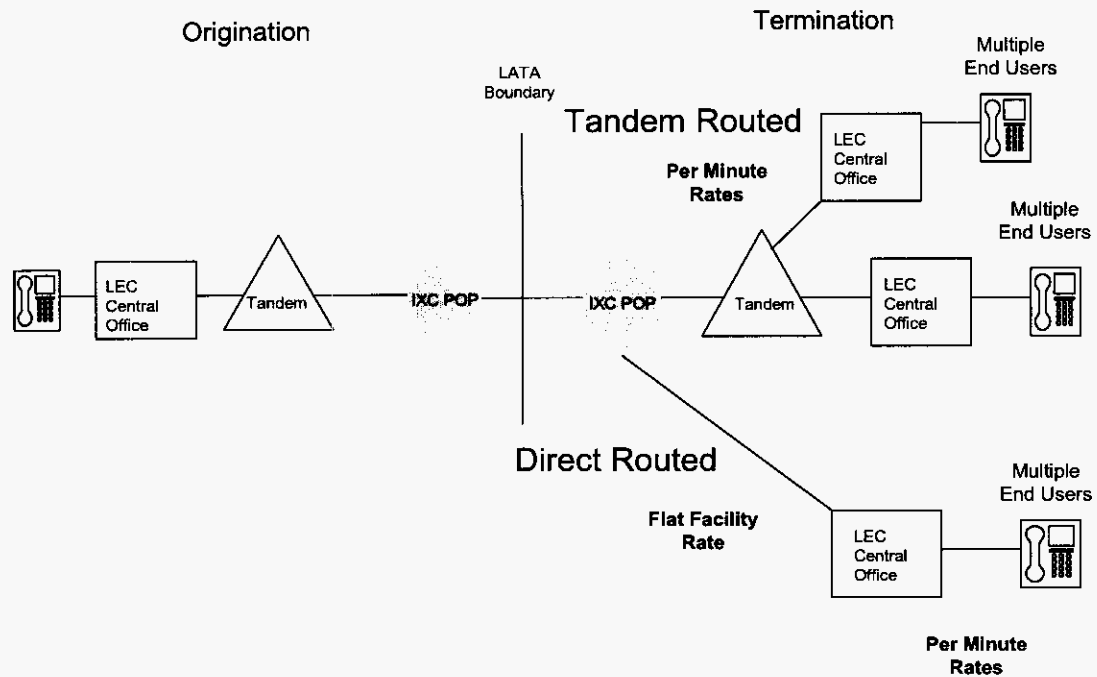
11 **Q. WHAT IF AN IXC HAS A LARGE VOLUME OF TRAFFIC TO/FROM A**  
12 **PARTICULAR END OFFICE?**

13 A. An IXC with enough volume to/from a particular end office location can order dedicated  
14 facilities (also known as direct trunked transport, or DTT) to the local switch at that  
15 location to help lower its overall access expense. In this event, the IXC avoids paying  
16 tandem switching and transport to the LEC, since no tandem functions are provided. The  
17 following diagram illustrates the basic differences between tandem-routed and direct-  
18 routed calls.

19 The diagram depicts the call path for calls routed over tandem switching and tandem  
20 transport and the call path for direct routed calls.

21  
22  
23  
24

## InterLATA Tandem Routed Call and Direct Routed Call



15 **Q. IS IXC TRAFFIC BILLED DIFFERENTLY DEPENDING ON THE**  
16 **JURISDICTION OF THE CALL?**

17 A. Yes. If a long distance call begins in one state and terminates in another state, it is  
18 jurisdictionally interstate, is regulated by the FCC and is billed at interstate rates. A call  
19 which crosses a LATA boundary, but stays within a state, is jurisdictionally intrastate, is  
20 regulated by the state utility commission and is billed at intrastate rates. Generally,  
21 LECs' interstate rates are lower than their intrastate rates.<sup>5</sup> This case exclusively

<sup>5</sup> For interstate calls, the FCC requires CLECs to mirror the switched access rates of the local ILEC in whose territory the call originates or terminates. *In the Matter of Access Charge Reform; Reform of Access Charges Imposed by Competitive Local Exchange Carriers*, CC Docket No. 96-262, Seventh Report and Order and Further Notice of Proposed Rulemaking, 16 FCC Rcd 9923, 9941-49 ¶¶ 45-63 (2001). *In the Matter of Access Charge Reform; Reform of Access Charges Imposed by Competitive Local Exchange Carriers; Petition of Z-Tel Communications, Inc. for Temporary Waiver of Commission Rule 61.26(d) to Facilitate Deployment of competitive Service in Certain Metropolitan Statistical Areas*, CC Docket No. 96-262, CCB/CPD File No. 01-19, Eighth Report and Order and Fifth Order on Reconsideration, 19 FCC Rcd 9108, 9110-11 para. 4, 9112 para. 9 (2004).

1 involves intrastate switched access.

2 **Q. DO DIFFERENT IXCS USING THE SAME LEC TO ORIGINATE OR**  
3 **TERMINATE A CALL USE DIFFERENT LEC FACILITIES TO REACH AN**  
4 **END USER CUSTOMER?**

5 A. It depends. If the long distance call goes through the LEC's local switch and tandem,  
6 then no, there is no difference in how one IXC's calls are delivered versus another IXC's  
7 calls. For example, if two end users with different IXCs dial long distance to the same  
8 terminating number, the calls to the end user will travel over the exact same LEC  
9 facilities for each of the IXCs. The LEC facilities in this example are common facilities  
10 and are not dedicated to a particular IXC.

11 If an IXC has enough traffic to warrant a direct connection from the POP *to the local*  
12 *switch*, then the IXC can order DTT from the LEC, as discussed above. Calls delivered  
13 by this IXC are routed over the DTT facility and not over the common tandem facilities  
14 used in the first scenario.

15 Finally, there are some instances where an IXC has enough traffic *to or from a specific*  
16 *end user location* to warrant avoiding the switch altogether. In that scenario, the IXC  
17 purchases or builds a special access circuit (or similar dedicated facility), from the IXC  
18 POP to the end user location. Calls routed over this point to point circuit would therefore  
19 be carried over different facilities than those in the first two scenarios.

20 **Q. WHY WOULD AN IXC PURCHASE DTT OR SPECIAL ACCESS TODAY?**

21 A. Tandem switching and transport elements are priced on a per minute of use basis, while  
22 DTT is priced at a flat rate (based on a fixed and a per mile charge).<sup>6</sup> When the volume  
23 of traffic to a particular end office reaches a certain point, it becomes more economical  
24 for an IXC to purchase the flat rated DTT than to pay per minute of use charges on each

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<sup>6</sup> Like DTT, tandem transport is distance sensitive in that the per minute of use charge is based on a fixed charge plus a per mile charge.

1 call. Similarly, special access, which is designed to bypass all of the switching elements  
2 (local and tandem) is purchased when there are very high volumes of traffic to or from a  
3 single end user location. IXCs must continue to analyze whether there is an incentive to  
4 moving to a fixed monthly rate (such as with DTT or Special Access) or keep the traffic  
5 on a non-dedicated facility and pay for each minute of use.

6 **Q. TO THE EXTENT THAT AN IXC IS ATTEMPTING TO REACH AN END USER**  
7 **THAT IS NOT LARGE ENOUGH TO WARRANT SPECIAL ACCESS, CAN**  
8 **THE IXC CHOOSE WHICH LEC IT USES TO REACH THAT CUSTOMER?**

9 A. No. The only LEC able to complete the call to the end user is the LEC (be it an  
10 incumbent LEC or, CLEC) who has the direct relationship with the end user. The IXC  
11 has no choice with whom the call terminates. Therefore, switched access is a monopoly,  
12 and IXCs have no ability to route the call differently. The FCC itself has called switched  
13 access a bottleneck service.<sup>7</sup>

14 **Q. DO THE SECRET SWITCHED ACCESS AGREEMENTS AT ISSUE IN THIS**  
15 **CASE CONCERN THE USE OF DEDICATED FACILITIES TO DELIVER 1+**  
16 **DIALED TRAFFIC?**

17 A. No. The agreements concern rates for the use of the common facilities discussed in  
18 scenario number 1, above. They do not concern the purchase of direct trunks or special  
19 access.

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<sup>7</sup> See, e.g., *In the Matter of Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Low-Volume Long-Distance Users; Federal-State Joint Board on Universal Service*, CC Docket Nos. 96-262 and 94-1, Sixth Report and Order, CC Docket No. 99-249, Report and Order, CC Docket No. 96-45, Eleventh Report and Order, 15 FCC Rcd 12962, 12972 ¶ 24, 13027 ¶ 158 (2000) (subsequent history omitted); *In the Matter of Multi-Association Group (MAG) Plan for Regulation of Interstate Services of Non-Price Cap Incumbent Local Exchange Carriers and Interexchange Carriers; Federal-State Joint Board on Universal Service; Access Charge Reform for Incumbent Local Exchange Carriers Subject to Rate-of-Return Regulation; Prescribing the Authorized Rate of Return for Interstate Services of Local Exchange Carriers*, CC Docket No. 00-256, Second Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 96-45, Fifteenth Report and Order, CC Docket Nos. 98-77 and 98-166, Report and Order, 16 FCC Rcd 19613, 19617 ¶ 3, 19634-35 ¶ 43, 19643-44 ¶ 63 (2001) (subsequent history omitted). See also generally *CLEC Access Order*, 16 FCC Rcd 9923, which details the FCC's analysis of the switched access services market as it relates to CLEC pricing and the FCC's continued efforts to enhance competition in that market.

1 **Q. IF THE AGREEMENTS DO NOT INVOLVE DTT OR SPECIAL ACCESS, WHY**  
2 **ARE THOSE IMPORTANT?**

3 A. They are important to the extent that they provide a form of a volume discounts to larger  
4 IXCs who can avoid or reduce paying traffic-sensitive rate switched access elements.  
5 Thus, AT&T's size should only benefit it to the extent that its larger volumes allow it to  
6 circumvent tandem charges by purchasing DTT (or to circumvent switched access  
7 entirely by purchasing special access).

8 **Q. DOES QCC EVER USE THIRD PARTIES (OTHER THAN THE END USER'S**  
9 **LEC) TO ROUTE AND DELIVER LONG DISTANCE TRAFFIC?**

10 A. Yes. On occasion QCC hands traffic to third party providers, which QCC refers to  
11 generally as "underlying carriers." Once handed the QCC traffic, the underlying carrier  
12 will carry it on its long distance network and will ensure that the call is terminated. In  
13 that scenario, the underlying carrier (and not QCC) is responsible for paying the switched  
14 access rates of the serving LEC, be it an ILEC or a CLEC.

15 It should be noted that calls that QCC has routed through underlying carriers are not at  
16 issue in this case. This case focuses on intrastate switched access directly charged by the  
17 respondent CLECs to QCC. While the underlying carriers QCC utilizes may possess  
18 their own claims against the respondents on similar grounds as those possessed by QCC,  
19 this complaint does not apply to those calls.

20 **Q. ARE CLECS REQUIRED TO FILE TARIFFS OR PRICE LISTS FOR**  
21 **SWITCHED ACCESS A SERVICE IN FLORIDA?**

22 A. No. In Florida, CLECs are only required to provide price lists for "basic services."  
23 However, many CLECs (including, I believe, all but one of the CLECs named in this  
24 case) have chosen to file price lists for access services. It is my understanding that  
25 CLEC switched access price lists are not approved by the Commission but are effective

1 on one day's notice.

2 **Q. DO LECS (INCLUDING CLECS) SOMETIMES OFFER SWITCHED ACCESS**  
3 **VIA OFF-PRICE LIST AGREEMENT RATHER THAN IN ACCORDANCE**  
4 **WITH THEIR PRICE LIST?**

5 A. Yes. While I am not a legal expert, it is my understanding that CLECs are permitted to  
6 use individual contracts to deviate from their switched access price lists. I also  
7 understand that, if they do so, they must make those same rates, terms and conditions  
8 available to similarly-situated customers (IXCs) to ensure that they are not unlawfully  
9 discriminating. Factually, QCC's investigation revealed that many CLECs operating in  
10 Florida entered into off-price list agreements for switched access, yet did not make them  
11 available to QCC or other IXCs. Those off-price list agreements are the focus of this  
12 proceeding.

13 **Q. WHAT DO SWITCHED ACCESS PRICE LISTS CONTAIN?**

14 A. They contain the rates, terms, and conditions under which the IXCs obtain switched  
15 access services from the LECs.

16 **Q. WHAT ARE THE GENERAL RATE ELEMENTS OF SWITCHED ACCESS?**

17 A. Price lists contain both traffic sensitive elements and flat-rated elements. Depending on  
18 the mix of these elements, the price of delivering a call to a LEC can vary. The traffic  
19 sensitive elements, which are charged to the IXCs on a per-minute-of-use basis, are  
20 generally switching elements (e.g., local switching) and tandem transport elements.  
21 These also often include the CCL, which is a rate element designed to recover part of the  
22 cost of the local loop. The local switching elements are charged for all switched access  
23 calls. The tandem elements (tandem switching and tandem transport) are generally only  
24 charged if the tandem is actually used. However, many CLECs blend their tandem and  
25 local switching elements, offering one single per minute rate regardless of whether all of

1 the elements are actually provided.

2 There is also the potential for an originating charge for calls dialed by the originating end  
3 user destined for a toll free (8XX) number. This additional charge is the 8XX database  
4 dip charge, and is charged per query. It is in addition to other originating access charges  
5 which could also apply.

6 While switching and tandem transport charges are traffic sensitive, DTT is, as discussed  
7 above, a flat rated charge which allows an IXC to bypass the traffic sensitive rate  
8 elements when there is a large volume of traffic in or out of a particular end office.

9 **V. UNREASONABLE DISCRIMINATION**

10 **Q. WHY DOES QCC BELIEVE IT WAS DISCRIMINATED AGAINST?**

11 A. QCC believes that the CLECs unreasonably discriminated against QCC by offering  
12 select IXCs lower switched access rates through secret agreements and by failing to  
13 make those rates available to QCC.

14 **Q. WHY DO YOU THINK THE CLECS' CONDUCT WAS UNREASONABLY**  
15 **DISCRIMINATORY FROM A PUBLIC POLICY PERSPECTIVE?**

16 A. At the heart of the issue is the fact that the CLECs contracted to provide certain IXCs  
17 (primarily, AT&T and Sprint) critical, monopoly service at lower (often far lower) rates  
18 than their competitors (including QCC) pay. As IXC customers of tandem-routed CLEC  
19 switched access, AT&T, Sprint and QCC are similarly situated. As I discussed earlier,  
20 the same LEC facilities are used to reach the same end user customers. The relative size  
21 of any given company is not relevant, since each call is separate and distinct and carried  
22 in identical fashion, unless the IXC chooses to avoid certain switched access rate  
23 elements by purchasing dedicated facilities to a particular local switch or to a particular  
24 end user.

25

1 **Q. HAVE CLECS OFFERED ANY EXPLANATION FOR OFFERING THESE**  
2 **DEALS?**

3 A. Yes, CLECs have raised a couple of explanations. A common argument advanced by the  
4 CLECs is “duress.” They argue that AT&T (and perhaps to some extent Sprint) “forced”  
5 the CLECs into discriminatory behavior by refusing to pay any switched access charges,  
6 thereby forcing the CLECs to offer discounted rates in order to obtain some switched  
7 access revenues from those non-paying IXCs.<sup>8</sup> This argument places the blame for the  
8 CLECs’ actions upon the IXC customer, and in essence states that the CLECs had such  
9 little power in the marketplace that they had no ability to withstand the demands of  
10 AT&T.

11 **Q. IS THIS ARGUMENT PERSUASIVE AS A MATTER OF PUBLIC POLICY?**

12 A. No. The Respondent CLECs had the ability to bring such behavior to the attention of the  
13 Commission. Other CLECs did so in Minnesota and Iowa, and were successful. In  
14 Minnesota, a CLEC named PrairieWav filed a complaint against AT&T for failing to pay  
15 its tariffed switched access charges. The Commission sided with PrairieWav and  
16 rejected AT&T’s contention that it was authorized to withhold payment on the basis that  
17 PrairieWave’s tariffed rates were excessive.<sup>9</sup> The Iowa Utilities Board reached the same  
18 conclusion in a complaint brought by numerous CLECs against AT&T.<sup>10</sup>  
19 Certainly, settling their differences with AT&T and Sprint by giving those IXCs (with  
20 whom QCC competes in the long distance market), and only those IXCs, substantial and

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<sup>8</sup> See, for example, Exhibits WRE 12, p.8, WRE 24A, p.3 and WRE 24B, p.3 (BullsEye’s and Granite’s responses to QCC Interrogatory No. 2b).

<sup>9</sup> *Order Finding Failure to Pay Tariffed Rate, Requiring Filing and Notice and Order for Hearing*, Docket No. P-442/C-05-1842 (Minn. PUC Feb. 8, 2006).

<sup>10</sup> IN RE: FIBERCOMM, L.C., FOREST CITY TELECOM, INC., HEART OF IOWA COMMUNICATIONS, INC., INDEPENDENT NETWORKS, L.C., AND LOST NATION-ELWOOD TELEPHONE COMPANY, Complainants, vs. AT&T COMMUNICATIONS OF THE MIDWEST, INC., Respondent. *Final Decision and Order*, October 25, 2001. (Iowa Utilities Board).



1 secret discounts was not appropriate and should not be condoned by the Commission as a  
2 reasonable justification for the CLECs' rate discrimination.

3 **Q. WHAT OTHER EXPLANATION HAS BEEN OFFERED?**

4 A. Some CLECs have argued that the agreements in question are in fact settlements of  
5 disputes. However, the crux of those disputes appear to be that AT&T did not want to  
6 pay the exorbitantly high CLEC switched access rates, and rather than challenge the rates  
7 in a regulatory proceeding, chose the self help mechanism of withholding payment from  
8 the CLECs. Instead of bringing AT&T's non-payment to the attention of state  
9 commissions or pursuing other available legal avenues, CLECs opted to enter into  
10 agreements, through which they settled past disputes and prospectively set a heavily-  
11 discounted rate for intrastate switched access. In most cases, the discounted rates were  
12 not apparently tied to term or volume commitments, nor were they limited to a certain  
13 number of minutes. In my experience, switched access settlements are generally related  
14 to disputes regarding improper jurisdiction, improper billing, and/or failure to follow  
15 specific rules. They do not typically relate solely to an IXC challenging the LEC's  
16 published rate. To the extent that the "settlements" in this discussion were really setting  
17 a new rate for one party, settlement is not a valid reason for allowing certain IXCs to  
18 enjoy dramatic discounts while others (including QCC) incur far higher costs. Dr.  
19 Weisman discusses the market distortion that can occur in such a scenario, especially  
20 when the preferential treatment is kept secret.

21 **Q. COULD THE CLECS HAVE RESOLVED THE ISSUES WITH THE**  
22 **PARTICIPATING IXCS WITHOUT ENTERING INTO DISCRIMINATORY**  
23 **AGREEMENTS?**

24 A. Yes, the CLECs could have pursued several courses of action which would not have  
25 caused the agreements to discriminate against other IXCs. First, they could have pursued

1 legal action through Commission complaints or lawsuits against the IXCs for failure to  
2 pay price list switched access charges. Alternatively, the CLECs could have changed  
3 their price lists in light of the negotiations with the preferred IXCs, thus extending the  
4 lower rates for this critical service to all IXCs.<sup>11</sup> Finally, the CLECs could have  
5 appended copy of the agreement to their price lists or otherwise filed them with the  
6 Commission and made the terms, conditions and rates known and available to other  
7 IXCs.

8 **Q. WHAT ABOUT THE ARGUMENT THAT QWEST IS NOT SIMILARLY**  
9 **SITUATED TO THE PREFERRED IXCS?**

10 A. I would anticipate that CLECs will focus on differences (whether or not relevant)  
11 between QCC and AT&T and Sprint to try and escape responsibility for their conduct.  
12 To date, no reasonable explanation has been given as to how and why QCC is not, in the  
13 context of intrastate switched access in Florida, similarly situated to AT&T and Sprint.  
14 In fact, the CLECs' true motivation had nothing to do with the size or serving  
15 characteristics of AT&T or Sprint. Instead, the CLECs desired to quietly and quickly  
16 resolve billing disputes with the non-paying IXCs. As a matter of public policy, QCC's  
17 willingness to pay its bills should not be held against QCC by permitting this factual  
18 distinction to justify the CLECs' rate discrimination.

19 QCC does not disagree with the general proposition that volume, calling patterns, cost of  
20 negotiation, etc. *could be* sufficient to distinguish one customer from another. However,  
21 as a general matter, those factors are not relevant to an analysis of alleged rate

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<sup>11</sup> This is precisely what respondent Broadwing's corporate affiliate, Level 3, did. In the parallel Colorado proceeding, Level 3 testified that after entering into an off-tariff switched access agreement with AT&T, it modified its state switched access tariffs to reflect the same rate as set forth in the AT&T agreement. See Answer Testimony of Mack D. Greene on Behalf of Level 3 Communications, LLC (Col. PUC Docket 08F-259T), filed August 10, 2009, admitted as Hearing Exhibit 9. Upon learning that Level 3 had modified its tariff to reflect the AT&T agreement rate, QCC voluntarily dismissed Level 3 as a respondent in the Colorado proceeding.

1 discrimination for switched access since, as Dr. Weisman's testimony further explains, a  
2 CLEC's cost of providing switched access does not vary from IXC to IXC.

3 **Q. TW TELECOM HAS ALLEGED THAT AT&T'S PURCHASE OF OTHER**  
4 **SERVICES JUSTIFIED LOWER SWITCHED ACCESS RATES FOR AT&T. DO**  
5 **YOU AGREE?**

6 A. No. As Dr. Weisman discusses in his testimony, the cost of providing switched access  
7 does not vary depending upon the amount of unrelated services purchased by an IXC.  
8 Thus, it is not reasonable (from a public policy perspective) to permit a CLEC to  
9 condition a discount on intrastate switched access on the IXC's purchase of unrelated  
10 services.

11 **Q. MCI HAS ARGUED THAT ITS AGREEMENT WITH AT&T WAS**  
12 **RECIPROCAL AND THAT QCC WAS NOT ABLE TO ENTER INTO SUCH A**  
13 **RECIPROCAL AGREEMENT. WAS THE MCI AGREEMENT TRULY**  
14 **RECIPROCAL?**

15 A. No. As will be discussed in detail in the MCI analysis section of testimony, the  
16 agreement was not truly reciprocal and MCI has not provided a justifiable basis for its  
17 differential rate treatment.

18 **Q. WHAT RELIEF IS QCC PURSUING IN THIS CASE?**

19 A. QCC is primarily seeking two forms of relief. Retrospectively, QCC believes it is  
20 entitled to refunds of amounts it overpaid the respondent CLECs relative to the  
21 discounted amounts it would have paid had the CLECs extended the same discount to  
22 QCC as they did to AT&T and Sprint. This is precisely the relief QCC sought, and was  
23 awarded (with interest) in the parallel Colorado complaint proceeding. Mr. Canfield  
24 provides a granular, CLEC-by-CLEC quantification of that amount, although his  
25 calculations will need to be updated as to several CLECs with ongoing agreements once

1 the Commission enters a final order granting QCC refunds. Prospectively, QCC believes  
2 it is entitled to the same discounted rates still in effect for the IXCs benefiting from the  
3 CLEC agreements.

4 **VI. CLEC PRICE LISTS AND AGREEMENTS**

5 **Q. DOES QCC OBTAIN SWITCHED ACCESS SERVICES FROM THE**  
6 **RESPONDENT CLECS PURSUANT TO THEIR PRICE LISTS IN FLORIDA?**

7 A. Yes. QCC, in its capacity as an IXC, obtains intrastate switched access services from the  
8 CLECs in Florida for the provisioning of its intrastate long distance service. The CLECs  
9 typically bill QCC for large quantities of intrastate switched access services in  
10 accordance with their Florida price lists.<sup>12</sup>

11 **Q. WERE THE CLECS' PRICE LISTS AFFIRMATIVELY APPROVED BY THE**  
12 **COMMISSION?**

13 A. I do not believe so. I believe that CLEC switched access price lists, which are not  
14 strictly required (but are permitted) in Florida, become effective after being filed. I am  
15 not aware of any order of the Commission affirmatively approving any CLEC price lists  
16 at issue in this case.

17 **Q. HAVE CLECS OFFERED SWITCHED ACCESS SERVICE TO OTHER IXCS**  
18 **WITH TERMS AND CONDITIONS DIFFERENT THAN THOSE CONTAINED**  
19 **IN THEIR FLORIDA PRICE LISTS?**

20 A. Yes. The Respondent CLECs have entered into contracts with some IXCs with terms  
21 and conditions that deviated from their price list rates for intrastate switched access  
22 services. These contracts have not been made available to QCC. I will discuss each

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<sup>12</sup> In some cases it may be difficult to match the individual price list rate elements identified in my testimony and exhibits to QCC's invoiced rate elements identified in Mr. Canfield's testimony. It appears that some CLECs bill QCC using blended or other rates rather than the rate structure found in their Florida price lists. The fact remains, however, as Mr. Canfield quantifies, that QCC was billed at rates which were higher than the rates billed to the IXCs party to the off-price list agreements. Where there is conflict between the price list rates identified in my testimony and the rates identified in Mr. Canfield's testimony, the rates in Mr. Canfield's testimony are more relevant, as they reflect what QCC was actually charged by the respondent CLECs.

1 CLEC agreement in the next section. I will also attach many of the agreements. The  
2 attached agreements were produced to QCC in response to the Commission-ordered  
3 subpoenas and/or in response to discovery propounded by QCC in this case.

4 **Q. CAN YOU GENERALLY DESCRIBE THOSE AGREEMENTS?**

5 A. Yes. Generally speaking, the agreements relevant to this case provided AT&T, Sprint, or  
6 MCI discounted switched access rates when compared to the respective CLEC's price  
7 list and the invoices generated to IXCs other than to AT&T, Sprint, or MCI. Oftentimes,  
8 the agreements were national in scope, meaning that the CLEC and IXC did not enter  
9 into separate agreements for each state. In a couple of cases, the stated (discount) rates  
10 were state-specific, but more commonly the CLEC provided the IXC a uniform rate or  
11 rate standard across all states. The discounts follow one of three patterns. Many of the  
12 agreements contain straightforward composite per-minute-of-use rates (i.e., unitary rates  
13 that blend together all elements of switched access) for switched access. Other  
14 agreements provide that the CLEC will charge the IXC the local ILEC's switched access  
15 rates rather than the CLEC's price list rate. In almost all cases, CLEC intrastate price list  
16 rates exceed the ILECs' rates. The final (albeit far less common) form of agreement  
17 applies a discount or total dollar credit off of the CLEC's switched access billing to the  
18 IXC.

19 **Q. YOU STATE THAT MANY OF THE SECRET AGREEMENTS CHARGED THE**  
20 **IXC THE ILEC RATE. WHAT ARE THE ACCESS RATE PROVISIONS IN**  
21 **THE INCUMBENT LOCAL EXCHANGE CARRIER'S ACCESS TARIFF?**

22 A. In Florida, there are three applicable ILECs: BellSouth (now AT&T), Verizon and  
23 former Embarq (now CenturyLink). I have attached copies of Bell South's, Verizon's  
24 and Embarq's current switched access tariffs as Exhibits WRE 2, 3 and 4, respectively.<sup>13</sup>

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<sup>13</sup> I understand that the ILEC access rates were reduced as result of rate rebalancing during the 2005 - 2007

1 As an example, the following elements from the Verizon tariff are the most relevant rate  
2 elements to this analysis:

3 **Tandem-Switched Transport-Facility**

4 Per Access  
5 Minutes of Use

6 Per Access Minute/Mile

7 Zone 1 .0000135

8 Zone 2 .0000141

9 Zone 3 .0000149

10 Tandem Switched Transport - Termination

11 Zone 1 .0001344

12 Zone 2 .0001344

13 Zone 3 .0001344

14

15 Tandem Switching

16 Zone 1 .0007500

17 Zone 2 .0007500

18 Zone 3 .0007500

19

20 Interconnection

21 Per Access Minute .0011421

22 **End Office Switching**

23 Per Access Minute .0089000

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timeframe. The varying rates that existed during the relevant timeframes are incorporated into QCC's refund calculations, as detailed in Mr. Canfield's testimony and exhibits.

**VII. CLEC BY CLEC ANALYSIS<sup>14</sup>**

**A. BROADWING COMMUNICATIONS, LLC**

**Q. PLEASE DESCRIBE THE BROADWING COMMUNICATIONS, LLC (“BROADWING”) AGREEMENTS AT ISSUE IN THIS CASE?**

A. Focal Communications Corporation, which was later acquired by Broadwing, has or had agreements for intrastate switched access services with [REDACTED] which contained rates lower than the rates contained in Focal’s Florida intrastate access price list. These off-price list arrangements [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Confidential Exhibits WRE 5A and 5B).

Under the agreements, Broadwing/Focal charged or charges these IXCs the rates identified in Exhibit WRE 1A, row 1, and Exhibit WRE 1B, row 1.<sup>15</sup>

**Q. WAS QCC OFFERED THE SAME RATES THAT BROADWING/FOCAL OFFERED UNDER THESE AGREEMENTS?**

A. No. Broadwing/Focal charged QCC its higher switched access price list rates. Broadwing did not disclose copies of all past and current off-price list arrangements to QCC and did not offer QCC the discounts it provided pursuant to the secret agreements.

In response to a discovery request asking whether Broadwing had offered the contract rates and terms to any other IXC, Broadwing stated:

<sup>14</sup> Please note that, while Access Point, Inc. and Birch Communications, Inc. are still technically respondents in this case, QCC has entered into a settlement with Access Point and is working to finalize a settlement with Birch. On June 1, 2012, QCC filed a notice dismissing its complaint as against Access Point. QCC anticipates filing a notice dismissing its complaint against Birch once the written settlement agreement is final. As a result of these settlements, my testimony does not include a discussion of Access Point’s or Birch’s agreements, price lists or practices. . Should the status of these settlements change as a result of any unforeseen circumstances, QCC reserves the right to supplement its testimony with that information and documentation.

<sup>15</sup> Confidential Exhibit WRE 1A (confidential) and Exhibit WRE 1B (lawyers only confidential) summarize the agreements, the effective dates and the rates for each of the agreements relied upon in Mr. Canfield’s analysis.

1 To the extent that any IXC, including Qwest, has the same collection of  
2 services, architectural arrangements, call volumes and types, and where  
3 applicable, the ability to provide reciprocal services, as the entities entering into  
4 these agreements, to the best of current management's knowledge, Broadwing  
5 would have been willing to enter into a commercial agreement (or in the  
6 context of a dispute similar to those presented above, a settlement agreement)  
7 on similar terms and conditions. (See Exhibit WRE 6A for a copy of  
8 Broadwing's response to Data Request 2h).

9 The fact remains however, that QCC was never made aware of the secret agreements and  
10 thus was denied an opportunity to determine whether it was willing to enter into such an  
11 agreement, and to evaluate whether the criteria Broadwing lists above were or should  
12 have been applicable.

13 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN FOCAL'S**  
14 **FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

15 A. Focal's Price List No. 2, Section 5, specifies the rates, terms and conditions for its  
16 provision of intrastate switched access services (see Exhibit WRE 7 for copies of Focal  
17 Communications Corporation of Florida's Price List No. 2, Section 5).

18 The actual pages of the Focal switched access price list rate elements are identified in  
19 Exhibit WRE 7, however following are the most relevant rate elements billed to QCC for  
20 intrastate switched access service:

21 Switched Access Services

22 Per Access Minute Originating and Terminating \$0.050500

23 800 Data Base Access Service Rate

24 Customer Identification -Per Query \$0.00431



1 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
2 **IN THIS CASE?**

3 A. Yes. To the best of QCC's knowledge, these price lists were in effect during the  
4 timeframe of the Focal agreements discussed above.

5 **B. BUDGET PREPAY, INC.**

6 **Q. PLEASE DESCRIBE THE BUDGET PREPAY, INC. ("BUDGET")**  
7 **AGREEMENT AT ISSUE IN THIS CASE?**

8 A. Budget has an agreement for intrastate switched access services with [REDACTED] which  
9 contains rates lower than the rates contained in Budget's Florida intrastate access price  
10 list. The agreement between Budget Phone, Inc. and [REDACTED] was effective [REDACTED]  
11 [REDACTED] (see Exhibit WRE 8). Under the agreement, Budget  
12 charged or charges [REDACTED] the rates identified in Exhibit WRE 1A, row 2.

13 **Q. WAS QCC OFFERED THE SAME RATES THAT BUDGET OFFERED IN THIS**  
14 **AGREEMENT?**

15 A. No. Budget charged QCC Budget's higher switched access price list rates. Budget did  
16 not disclose copies of all past and current off-price list arrangements to QCC. To QCC's  
17 knowledge, Budget did not offer QCC the discount Budget provided under the  
18 agreement. In discovery, Budget was asked if it had offered QCC the equivalent rates,  
19 terms and conditions which were in the [REDACTED] agreement. Budget objected and refused  
20 to answer any of QCC's discovery. (See Exhibit WRE 9 for a copy of Budget's response  
21 to QCC Data Request 2h).

22 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN BUDGET'S**  
23 **FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

24 A. Budget's Florida Price List No. 3, Section 5, specifies the rates, terms and conditions for  
25 its provision of intrastate switched access services (see Exhibit WRE 10 for a copy of

REDACTED

1 Budget Prepay Inc. Price List No. 3, Section 5, effective January 17, 2004).

2 The actual pages of the Budget switched access price list rate elements are identified in  
3 Exhibit WRE 10, however following are the most relevant rate elements billed to QCC  
4 for intrastate switched access service:

5 Budget Price List Effective January 17, 2004

6 Blended Carrier Switched Access

7 BellSouth Service Area Originating \$0.0334200 Terminating \$0.0334200

8 Verizon Service Area Originating \$0.0334200 Terminating

9 \$0.0334200

10 Sprint Service Area Originating \$0.0334200 Terminating

11 \$0.0334200

12 Toll-Free 8XX Data Base Query Per Query \$0.0041

13 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
14 **IN THIS CASE?**

15 A. Yes. To the best of QCC's knowledge, the price list was in effect during the timeframe  
16 of the Budget agreement discussed above.

17 **Q. DOES BUDGET'S PRICE LIST ALLOW FOR OFF-PRICE LIST**  
18 **AGREEMENTS?**

19 A. Yes. Section 7 of Budget's price list indicates that Budget may enter into individual  
20 contracts for access services, and provides that such contracts will be made available to  
21 similarly situated customers in substantially similar circumstances. As discussed above,  
22 the Budget agreement rates were not made available to QCC.

23

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1 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
2 **IN THIS CASE?**

3 A. Yes. To the best of QCC's knowledge, the price list was in effect during the timeframe  
4 of the BullsEye agreement with AT&T.

5 **Q. DOES BULLSEYE'S PRICE LIST ALLOW FOR OFF-PRICE LIST**  
6 **AGREEMENTS?**

7 A. Yes. Section 5.1 of BullsEye's price list indicates that BullsEye may enter into  
8 individual contracts for switched services, and provides that such contracts will be made  
9 available to similarly situated customers. As discussed above, the AT&T rates were not  
10 made available to QCC.

11 **D. DELTACOM, INC.**

12 **Q. PLEASE DESCRIBE THE DELTACOM, INC. ("DELTACOM") AGREEMENTS**  
13 **AT ISSUE IN THIS CASE?**

14 A. DeltaCom has two agreements for intrastate switched access services with AT&T and  
15 one agreement with Sprint. All three agreements contain rates different than the rates  
16 contained in its intrastate access price list. These off-price list arrangements include, but  
17 are not limited to, a September 1, 2002 agreement between ITC^Deltacom  
18 Communications, Inc. and AT&T Corp., a January 1, 2011 agreement between  
19 DeltaCom, Inc. and AT&T Corp., and a March 28, 2002 agreement between  
20 ITC^DeltaCom Communications and Sprint Communications Company, L.P. (See  
21 Confidential Exhibits WRE 14A, 14B and 14C). The 2002 AT&T agreement was  
22 superseded by the 2011 AT&T agreement, which remains in effect. The 2002 Sprint  
23 agreement terminated in April 2010. Under the agreements, DeltaCom charged or  
24 charges AT&T and Sprint the rates identified in Exhibit WRE 1A, rows 4 through 6.

25

1 **Q. DID DELTACOM OFFER THE SPECIAL RATES TO QCC?**

2 A. No. DeltaCom charged QCC its higher switched access price listed rates. DeltaCom  
3 did not disclose copies of all past and current off-price list arrangements to QCC and has  
4 not provided QCC the rates, terms and conditions received by AT&T or Sprint (See  
5 Exhibit WRE 15 for a copy of DeltaCom's responses to Data Request 2h).

6 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN DELTACOM'S**  
7 **ACCESS PRICE LIST?**

8 A. DeltaCom's Switched Access Tariff specifies the rates, terms and conditions for its  
9 provision of intrastate switched access services. (See Exhibit WRE 16 for a copy of ITC  
10 DeltaCom Inc.'s Florida Switched Access Tariff effective August 26, 1998). Following  
11 are the most relevant rate elements for intrastate switched access service:

12 End Office Local Switching per MOU

13 LS2 \$ .00876

14 LS2 Indiantown \$ .01150

15 For All Other ILECs \$ .01770

16 Local Transport

17 Facility Termination \$ .00046

18 Access Tandem Sw \$ .00050

19 8XX Query Rate \$ .0045

20 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
21 **IN THIS CASE?**

22 A. Yes. To the best of QCC's knowledge, the price list was in effect during the timeframe  
23 of the DeltaCom agreements with AT&T and Sprint.

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**E. ERNEST COMMUNICATIONS, INC.**

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**Q. PLEASE DESCRIBE THE ERNEST COMMUNICATIONS, INC. (“ERNEST”) AGREEMENTS AT ISSUE IN THIS CASE?**

A. Ernest has agreements for intrastate switched access services with [REDACTED] for intrastate switched access service which contained rates different than the rates contained in its intrastate access price list. These off-price list arrangements are dated [REDACTED] and [REDACTED]. Under the agreements, Ernest charged or charges [REDACTED] the rates identified in Exhibit WRE 1A, rows 7 and 8. (see Confidential Exhibits WRE 17A and 17B).

**Q. DID ERNEST OFFER THE SPECIAL RATES TO QCC?**

A. No. Ernest charged QCC its higher switched access price listed rates. Ernest did not disclose copies of all past and current off-price list arrangements to QCC. To QCC’s knowledge Ernest has not provided QCC the rates, terms and conditions received by the preferred IXC. In discovery, Ernest was asked if it had offered QCC the equivalent rates, terms and conditions which were in the agreements. Ernest did not respond to the data request (See Exhibit WRE 18 for a copy of QCC’s discovery requests to Ernest).

**Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN ERNEST’S ACCESS PRICE LIST?**

A. Ernest’s Switched Access Tariff specifies the rates, terms and conditions for its provision of intrastate switched access services. (See Exhibit WRE 19 for a copy of Ernest’s Florida Price List No. 2 effective February 4, 2003). Following are the most relevant rate elements for intrastate switched access service:

<u>Local Switching</u>	
Per Minute Originating	\$0.0200
Per Minute Terminating	\$0.0280

REDACTED

1                   8XX Query   \$0.0055

2   **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
3   **IN THIS CASE?**

4   A. Yes. To the best of QCC's knowledge, the price list was in effect during the timeframe  
5   of the Ernest agreements discussed above.

6   **F. FLATEL, INC.**

7   **Q. PLEASE DESCRIBE THE FLATEL, INC. ("FLATEL") AGREEMENT AT**  
8   **ISSUE IN THIS CASE?**

9   A. Flatel has an agreement for intrastate switched access services with [REDACTED] which  
10   contains rates different than the rates contained in its intrastate access price list. This  
11   agreement between Flatel and [REDACTED] became effective [REDACTED]  
12   [REDACTED] Under the agreement, Flatel charged or charges [REDACTED] the rates identified in  
13   Exhibit WRE 1A, row 9. (see Confidential Exhibit WRE 20).

14   **Q. DID FLATEL OFFER THE SPECIAL RATES TO QCC?**

15   A. No. Flatel charged QCC higher switched access rates. Flatel did not disclose copies of  
16   all past and current off-price list arrangements to QCC. To QCC's knowledge Flatel has  
17   not provided QCC the same rates, terms or conditions received by the preferred IXC. In  
18   discovery, Flatel was asked if it had offered QCC the equivalent rates, terms and  
19   conditions which were in the agreement. Flatel has not responded to the data request  
20   (See Exhibit WRE 21 for a copy of QCC's discovery requests to Flatel).

21   **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN FLATEL'S**  
22   **ACCESS PRICE LIST?**

23   A. QCC has been unable to locate a copy of Flatel's price list. QCC will continue to look  
24   for the price list. Exhibit WRE 22, which is currently blank, is a placeholder in the event  
25   a Florida price list for Flatel is located.

**G. GRANITE TELECOMMUNICATIONS, INC.**

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**Q. PLEASE DESCRIBE THE GRANITE TELECOMMUNICATIONS, INC. AGREEMENTS AT ISSUE IN THIS CASE?**

A. Granite had an agreement for intrastate switched access services with AT&T. The AT&T agreement, which was effective [REDACTED] [REDACTED] offered intrastate switched access services at lower rates than the rates in Granite's effective state price lists. (See Confidential Exhibit WRE 23A). Under the agreement, Granite charged AT&T the rates identified in Exhibit WRE 1A, row 10. Granite also had an agreement for intrastate switched access with Sprint. (See Confidential Exhibit WRE 23B).

**Q. DID GRANITE OFFER THE SPECIAL RATES TO QCC?**

A. No. Granite charged QCC the higher access rate in the Granite Access price list. Granite did not disclose copies of all past and current off-price list arrangements to QCC. To QCC's knowledge Granite has not provided QCC the same rates, terms or conditions received by AT&T and Sprint. In discovery, Granite was asked if it had offered QCC the equivalent rates, terms and conditions which were in the AT&T and Sprint agreements. Granite objected and did not respond to the data request (See Exhibit WRE 24A and 24B for a copy of Granite's response and supplemental response to QCC Data Request 2h).

**Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN GRANITE'S ACCESS PRICE LIST?**

A. Granite's Price list No. 2 specifies the rates, terms and conditions for its provision of intrastate switched access services. (See Exhibit WRE 25 for a copy of the Granite Telecommunications, LLC, Florida PUC Price list No. 2, Section 5.1, effective June 18, 2003). Following are Granite's most relevant switched access price listed rate elements:

REDACTED





1 dated January 13, 1998). The actual pages of the MCI switched access price listed  
2 rate elements are identified in Exhibit WRE 28, however following are the most relevant  
3 rate elements billed to QCC for intrastate switched access service:

4	Per Access Minute of Originating Use	\$0.029156
5	Per Access Minute of Terminating Use	\$0.036673
6	800 Data Base Query	\$0.0040

7 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
8 **IN THIS CASE?**

9 A. Yes. To the best of QCC's knowledge, these rates were in effect during the timeframe of  
10 MCI's agreements with AT&T.

11 **Q. IN THE COLORADO PROCEEDING MCI ARGUED THAT ITS AGREEMENT**  
12 **WITH AT&T WAS RECIPROCAL, WITH EACH PARTY PROVIDING**  
13 **SWITCHED ACCESS TO THE OTHER. WAS THE AGREEMENT TRULY**  
14 **RECIPROCAL?**

15 A. No. MCI's arrangement with AT&T was only nominally "reciprocal." [BEGIN

16 **LAWYERS ONLY CONFIDENTIAL]** [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

<sup>16</sup> See Exhibit WRE 29A.

REDACTED

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6 [REDACTED]  
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8 [REDACTED]  
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10 [REDACTED]  
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21 [REDACTED]  
22 [REDACTED]

<sup>17</sup>[BEGIN LAWYERS ONLY CONFIDENTIAL] [REDACTED]  
[REDACTED] [END LAWYERS ONLY CONFIDENTIAL] See Exhibit WRE 29A.

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[REDACTED]

[END LAWYERS ONLY CONFIDENTIAL]

<sup>18</sup> See Confidential Exhibit WRE 29B (Bates Nos. 270-271, provided in response to a QCC Colorado Data Request.  
<sup>19</sup> See Confidential Exhibit WRE 29B (Bates Nos. 403-406).  
<sup>20</sup> See Confidential Exhibit WRE 29B.

REDACTED

1 **Q. COULD QCC HAVE ENTERED INTO A ‘RECIPROCAL’ AGREEMENT WITH**  
2 **MCI TO PROVIDE SWITCHED ACCESS SERVICES?**

3 A. Certainly. Although QCC did not provide switched access between the years 2004 and  
4 2007, QCC was certificated to provide local exchange service in nearly every state  
5 (including Florida) during that period. The availability of discounted switched access  
6 rates would certainly be a relevant factor in any decision regarding the offering of  
7 switched access services. Because MCI did not make the AT&T terms available to  
8 QCC, QCC was deprived of the opportunity to consider whether to offer switched  
9 access (assuming that was even a legitimate prerequisite for the discount afforded by  
10 MCI to AT&T) and the potential benefits such an offering may have brought. Also, if  
11 made aware of the agreement and the alleged “reciprocity” precondition, QCC would  
12 have been in a position to seek assistance at state commissions if MCI refused to apply  
13 the same discount to QCC.

14 **Q. IS THERE ANYTHING IN THE MCI-AT&T AGREEMENT THAT WOULD**  
15 **HAVE PREVENTED QCC FROM ENTERING INTO SUCH AN AGREEMENT?**

16 A. No. [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]

20 **I. NAVIGATOR TELECOMMUNICATIONS, LLC**

21 **Q. PLEASE DESCRIBE THE NAVIGATOR TELECOMMUNICATIONS, LLC**  
22 **(“NAVIGATOR”) AGREEMENT AT ISSUE IN THIS CASE?**

23 A. Navigator has an agreement for intrastate switched access services with AT&T which  
24 contains rates lower than the rates contained in Navigator’s Florida intrastate access price  
25 list. This off-price list arrangement was effective July 1, 2001 and remains in effect.

REDACTED

1 (See Confidential Exhibit WRE 30). Under the agreement, Navigator charged or charges  
2 AT&T the rates identified in Exhibit WRE 1A, row 12.

3 **Q. WAS QCC OFFERED THE SAME RATES THAT NAVIGATOR OFFERED**  
4 **AT&T?**

5 A. No. Navigator charged QCC its higher switched access price listed rates. Navigator did  
6 not disclose copies of all past and current off-price list arrangements to QCC and has not  
7 provided QCC the rates, terms or conditions received by AT&T. (See Exhibit WRE 31  
8 for a copy of Navigator's response to QCC Data Request 2h).

9 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN**  
10 **NAVIGATOR'S FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

11 A. Navigator's Florida Price List No. 2 specifies the rates, terms and conditions for its  
12 provision of intrastate switched access services (see Exhibit WRE 32 for a copy of  
13 Navigator Telecommunications, LLC, Florida Price List No. 2, effective May 7, 2002  
14 and a copy effective December 2, 2005).

15 The actual pages of the Navigator's switched access rate elements are identified in  
16 Exhibit WRE 32, however following are the most relevant rate elements billed to QCC  
17 for intrastate switched access service.

18 From the 2002 price list:

19 Carrier Common Line

20 Term \$0.033600

21 Orig \$0.025800

22 Local Switching \$0.017700

23 Tandem Sw. Facility \$0.000039

24 Tandem Termination \$0.000197

25 Tandem Switching \$0.000865

1                   800 NPAS Query       \$0.008037

2                   From the 2005 price list:

3                   Blended Carrier Switched Access:

4                               Sprint and Verizon service areas: \$.06152

5                               BellSouth service area:               \$.03410

6   **Q. WERE THE RATES IN THE PRICE LISTS IN EFFECT DURING THE**  
7   **RELEVANT TIME FRAMES IN THIS CASE?**

8   A. Yes. To the best of QCC's knowledge, the rates in the price lists were effect during the  
9   timeframe of Navigator's agreement with AT&T.

10 **Q. DOES THE NAVIGATOR 2002 PRICE LIST ALLOW FOR OFF-PRICE LIST**  
11 **AGREEMENTS?**

12 A. Yes. Section 4.7.2 and 7.6 of Navigator's 2002 price list indicates that Navigator may  
13 enter into individual case basis contracts for switched services subject to Florida Public  
14 Service Commission regulations and approval. As discussed above, the AT&T rates  
15 were not made available to QCC.

16                               **J. PAETEC COMMUNICATIONS, INC.**

17 **Q. PLEASE DESCRIBE THE PAETEC COMMUNICATIONS, INC. ("PAETEC")**  
18 **AGREEMENTS AT ISSUE IN THIS CASE?**

19 A. PAETEC had agreements for intrastate switched access services with AT&T which  
20 contained rates lower than the rates contained in PAETEC's Florida intrastate access  
21 price list. These off-price list arrangements include an agreement between PAETEC and  
22 AT&T Corp effective April 1, 2000 with a termination date of March 31, 2007 (as  
23 amended) and an Agreement with AT&T effective April 30, 2008. Under the 2000  
24 agreement, PAETEC charged AT&T the intrastate RBOC rate for switched access and  
25 8YY database queries. Under the 2008 agreement, PAETEC provide AT&T fixed dollar

1 credits which could vary by year and by level of AT&T's purchase of other services.  
2 (See Exhibits WRE 33A and 33B). PAETEC also had agreements for intrastate switched  
3 access with Sprint (See Confidential Exhibits WRE 33C and 33D).

4 **Q. WAS QCC OFFERED THE SAME RATES THAT PAETEC OFFERED AT&T?**

5 A. No. Although PAETEC responded in discovery that it provided intrastate switched  
6 access to Qwest and other IXCs in Florida under its price list at the same rates, terms and  
7 conditions it provided to AT&T, testimony of Mr. Canfield demonstrates that that is not  
8 the case. While AT&T was offered the lower RBOC rates, PAETEC charged QCC its  
9 higher switched access price listed rates. PAETEC did not disclose copies of all past and  
10 current off-price list arrangements to QCC and has not provided QCC the rates, terms or  
11 conditions received by AT&T and Sprint in these off-price list arrangements. (See  
12 Exhibit WRE 34A for a copy of PAETEC's response to QCC Data Request 2h.)

13 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN PAETEC'S**  
14 **FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

15 A. PAETEC's Florida Price list No. 3 specifies the rates, terms and conditions for its  
16 provision of intrastate switched access services (see Exhibit WRE 35 for a copy of  
17 PAETEC Communications Inc. Price lists No. 3).

18 The actual pages of the PAETEC's switched access price listed rate elements are  
19 identified in Exhibit WRE 35, however following are the most relevant rate elements  
20 billed to QCC for intrastate switched access service:

<u>Network Switching per MOU</u>	<u>Orig</u>	<u>Term</u>
Bell South Territory	\$0.0087400	\$0.0209930
Verizon Territory	\$0.0344212	\$0.0431753
Sprint Territory	\$0.0337920	\$0.0337920
Smart City Territory	\$0.0457609	\$0.0680200



1           Local Transport Termination per minute

2	Bell South & Smart City	\$0.0003600
3	Verizon	\$0.0001344
4	Sprint	\$0.0001800

5

6           Local Transport Facility per mile

7	Bell South & Smart City	\$0.0000400
8	Verizon	\$0.0000135
9	Sprint	\$0.0000360

10

11           Shared End Office Trunk Port per minute

12	Bell South Territory	\$0.0008000
13	Sprint Territory	\$0.0000000

14           800 Database Per Query

15	Bell South Territory	\$0.004000
16	Sprint Territory	\$0.008037
17	Smart City Territory	\$0.008100

18   **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
19   **IN THIS CASE?**

20   A. Yes. To the best of QCC's knowledge, this price list was in effect during the timeframe  
21   of PAETEC's off-price list agreements.

22   **Q. DOES THE PAETEC PRICE LIST ALLOW FOR OFF-PRICE LIST**  
23   **AGREEMENTS?**

24   A. Yes. Section 6.3 of the PAETEC price list indicates that PAETEC may enter into  
25   individual contracts for switched services, and provides that such contracts will be made

1 available to similarly situated customers. As discussed above, the AT&T rates were not  
2 made available to QCC.

3 **K. TW TELECOM OF FLORIDA**

4 **Q. PLEASE DESCRIBE THE TW TELECOM OF FLORIDA ("TWTC")**  
5 **AGREEMENT AT ISSUE IN THIS CASE?**

6 A. TWTC had an agreement for intrastate switched access services with AT&T which  
7 contained rates lower than the rates contained in TWTC's Florida intrastate access price  
8 list. This off-price list arrangement was effective January 1, 2001 with a termination  
9 date (as to the off-price list switched access rates) of October 1, 2008 (see Confidential  
10 Exhibit WRE 36). Under the agreement, TWTC charged AT&T the rates referenced in  
11 Exhibit WRE 1A, row 15, and identified in Exhibit WRE 36, pages 57-71.

12 **Q. WAS QCC OFFERED THE SAME RATES THAT TWTC OFFERED AT&T?**

13 A. No. TWTC charged QCC its higher switched access price listed rates. TWTC did not  
14 disclose copies of all past and current off-price list arrangements to QCC and has not  
15 provided QCC the rates, terms or conditions received by the AT&T off-price list  
16 arrangement. (See Exhibit WRE 37 for a copy of TWTC's response to QCC Data  
17 Request 2h).

18 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN TWTC'S**  
19 **FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

20 A. TWTC's Florida Price List No. 2, Section 3, specifies the rates, terms and conditions for  
21 its provision of intrastate switched access services (see Exhibit WRE 38 for a copy of  
22 Time Warner Telecom of Florida L.P. Price List effective October 29, 2004).

23 The actual pages of the TWTC switched access price listed rate elements are identified in  
24 Exhibit WRE 38, however following are the most relevant rate elements billed to QCC  
25 for intrastate switched access service:

1	Carrier Common Line (Orig)	\$0.01868
2	Carrier Common Line (Term)	\$0.02754
3	Transport Interconnection	\$0.00577
4	Tandem Transport Orig	\$0.00022
5	Tandem Transport Facility	\$0.00015
6	Tandem Transport Orig	\$0.00022 per mile
7	Tandem Transport Term	\$0.00015
8	Local Switching (Orig and Term)	\$0.01439
9	800 Data Base Query	\$0.000735

10 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
11 **IN THIS CASE?**

12 A. Yes. To the best of QCC's knowledge, these rates were in effect during the timeframe of  
13 TWTC's agreement with AT&T.

14 **Q. DOES THE TWTC PRICE LIST ALLOW FOR OFF-PRICE LIST**  
15 **AGREEMENTS?**

16 A. Yes. Section 8.1 of TWTC's price list indicates that TWTC may enter into customer  
17 specific contracts and provides that such contracts will be made available to similarly  
18 situated customers in substantially the similar circumstance. As discussed above, the  
19 AT&T rates were not made available to QCC.

20 **L. US LEC OF FLORIDA, LLC**

21 **Q. PLEASE DESCRIBE THE US LEC OF FLORIDA, LLC D/B/A PAETEC**  
22 **BUSINESS SERVICES ("US LEC") AGREEMENTS AT ISSUE IN THIS CASE?**

23 A. US LEC had agreements for intrastate switched access services with AT&T which  
24 contained rates lower than the rates contained in US LEC's Florida intrastate access price  
25 list. These off-price list arrangements include, but are not limited to an agreement dated

1 March 14, 2002 with AT&T and an agreement with AT&T dated April 30, 2008; (see  
2 Confidential Exhibit WRE 39A).<sup>21</sup> Under the 2002 agreement, US LEC charged AT&T  
3 the rates identified in Exhibit WRE 1A, row 16. The 2008 agreement is the identical  
4 2008 PAETEC agreement that provided AT&T fixed dollar credits, as described above.  
5 US LEC also had agreements for intrastate switched access with Sprint and MCI. (See  
6 Confidential Exhibits WRE 39B, WRE 39C and WRE 39D).

7 **Q. WAS QCC OFFERED THE SAME RATES THAT US LEC OFFERED AT&T?**

8 A. No. US LEC charged QCC its higher switched access price listed rates. US LEC did not  
9 disclose copies of all past and current off-price list arrangements to QCC. To QCC's  
10 knowledge US LEC has not offered QCC the rates, terms or conditions received by  
11 AT&T under the 2002 agreement. In discovery, US LEC was asked if it had offered  
12 QCC the equivalent rates, terms and conditions which were in the AT&T agreement. US  
13 LEC objected and did not answer the data request (see Exhibit WRE 40A for a copy of  
14 US LEC's response to QCC Data Request 2h). I believe US LEC and PAETEC contend  
15 that QCC was offered the opportunity to enter into the 2008 AT&T agreement. While  
16 that offer was made, it would have obliged QCC to obtain from US LEC and PAETEC  
17 large quantities of competitive, unrelated (to switched access) services in order to obtain  
18 a discount on intrastate switched access. Because QCC does not believe that that  
19 precondition is reasonable or lawful (a question counsel will address), QCC should have  
20 been offered an equivalent discount on switched access without having being required to  
21 purchase unrelated services.

22 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN US LEC'S**  
23 **FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

24 A. US LEC's Florida Price List No. 2, Section 3, specifies the rates, terms and conditions

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<sup>21</sup> The 2008 AT&T agreement is the identical 2008 PAETEC-AT&T agreement (see Exhibit WRE 33B) and is not duplicated in Exhibit WRE 39.

1 for its provision of intrastate switched access services (see Exhibit WRE 41 for copies of  
2 US LEC of Florida Inc. Price lists No. 2, Section 3.

3 The actual pages of the US LEC switched access price listed rate elements are identified  
4 in Exhibit WRE 41, however following are examples of the most relevant rate elements  
5 billed to QCC for intrastate switched access service:

6 September 19, 2002 Price List

7 Local Switching \$0.02982

8 800 Database Query \$0.0079

9 November 5, 2007 Price List

10 Network Switching (BellSouth territory) \$0.02800

11 Network Switching (Verizon territory) \$0.0347371

12 Network Switching (Embarq territory) \$0.025000

13 800 Database Query \$0.0079

14 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
15 **IN THIS CASE?**

16 A. Yes. To the best of QCC's knowledge, these rates were in effect during the timeframe of  
17 US LEC's agreements with AT&T.

18 **M. WINDSTREAM NUVOX, INC.**

19 **Q. PLEASE DESCRIBE THE WINDSTREAM NUVOX, INC. ("WINDSTREAM**  
20 **NUVOX") AGREEMENTS AT ISSUE IN THIS CASE?**

21 A. Windstream NuVox has or had agreements for intrastate switched access services with  
22 AT&T and MCI which contained rates lower than the rates contained in Windstream  
23 NuVox's Florida intrastate access price list. These off-price list arrangements include,  
24 but are not limited to, an agreement between NuVox Inc. and AT&T Corp. effective  
25 November 1, 2001; an agreement between NewSouth Communications Corp. and AT&T

1 effective January 1, 2001; an agreement between NuVox and AT&T Corp effective June  
2 8, 2010. (See Confidential Exhibits WRE 42A, 42B and 42C). Under the agreement,  
3 NuVox charged or charges AT&T the rates identified in Exhibit WRE 1A, rows 17  
4 through 19. NuVox also had agreements for intrastate switched access with MCI and  
5 Sprint. (See Confidential Exhibits WRE 42D and WRE 42E).

6 For purposes of this case, QCC is applying the agreements as follows: 2001 NuVox-  
7 AT&T agreement (January 2002 through January 2005); NewSouth-AT&T agreement  
8 (February 2005 through -May 2010); and 2010 NuVox-AT&T agreement (June 2010-  
9 present).

10 **Q. WAS QCC OFFERED THE SAME RATES THAT WINDSTREAM NUVOX**  
11 **OFFERED AT&T AND MCI OR THAT NEWSOUTH OFFERED AT&T?**

12 A. No. Windstream NuVox charged QCC its higher switched access price listed rates.  
13 Windstream NuVox did not disclose copies of all past and current off-price list  
14 arrangements to QCC and has not provided QCC the rates, terms or conditions received  
15 by AT&T and MCI off-price list arrangements. (See Exhibit WRE 43A and 43B for a  
16 copy of Windstream NuVox's response and supplemental response to Data Request 2h).

17 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN**  
18 **WINDSTREAM NUVOX'S FLORIDA INTRASTATE SWITCHED ACCESS**  
19 **PRICE LIST?**

20 A. Windstream NuVox's had Florida Price Lists on file for NuVox Communications Inc.,  
21 Florida Tariff No. 3, Section 5, dated January 1, 2005 and dated April 2, 2008; that  
22 specified the rates, terms and conditions for its provision of intrastate switched access  
23 services (see Exhibit WRE 44 for a copy of these price lists).

24 The actual pages of the Windstream NuVox switched access price list rate elements are  
25 identified in Exhibit WRE 44, however following are the most relevant rate elements

1 billed to QCC for intrastate switched access service:

2	Direct Access Transport:	
3	End User Access, per minute	0.0084
4	Local Switching, per minute	0.0430
5	Transport Termination, per minute	0.0015
6	per minute per mile	0.0003
7	Interconnection, per minute	0.0134
8	End User Access, per minute	0.0107
9	Local Switching, per minute	0.0512
10	Base Query, per query	0.0042

11 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**  
12 **IN THIS CASE?**

13 A. Yes. To the best of QCC's knowledge, these price list rates were in effect during the  
14 timeframe of Windstream NuVox's (and NewSouth's) agreements with AT&T and MCI.

15 **Q. DOES THE NUVOX PRICE LIST ALLOW FOR OFF-PRICE LIST**  
16 **AGREEMENTS?**

17 A. Yes. Section 2.7 of the NuVox price list indicates that NuVox may enter into individual  
18 contracts for switched services, and provides that such contracts will be made available  
19 to similarly situated customers. As discussed above the AT&T and MCI rates were not  
20 made available to QCC.

21 **VIII. SUMMARY/CONCLUSION**

22 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

23 A. For many years, the Respondent CLECs subjected QCC to unjust and unreasonable rate  
24 discrimination in connection with the provision of intrastate switched access services.  
25 These CLECs entered into off-price list individual case basis agreements with select

1 interexchange carriers and failed to make those same rates, terms and conditions  
2 available to QCC as otherwise required by statute and (in many cases) the terms of the  
3 CLEC price lists. My testimony and exhibits present the agreements that each  
4 respondent CLECs entered with their preferred IXC and detail the switched access and  
5 8XX rates that were agreed to between these parties. My testimony and exhibits also  
6 present the same CLECs' publicly-filed price listed rates. Read together, these  
7 documents show that the CLECs charged AT&T, MCI, and Sprint different (and lower)  
8 sets of rates than they charged QCC and other IXCs obtaining switched access out of the  
9 price list.

10 As a result of this unreasonable discrimination, QCC is seeking two forms of relief.  
11 Retrospectively, QCC believes it is entitled to refunds equal to the amount it overpaid  
12 each respondent CLECs (plus interest) relative to the discounted amounts it would have  
13 paid had the CLECs extended the same preferential rates to QCC as they did to AT&T,  
14 MCI and Sprint. Prospectively, QCC believes it is entitled to the same discounted rates  
15 still in effect for the IXCs benefiting from the CLEC agreements.

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 **A.** Yes, it does.

18

19

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**INDEX TO EXHIBITS**

<b>DESCRIPTION</b>	<b>Exhibit</b>
CLEC Agreement Rates (confidential)	Confidential WRE 1A
CLEC Agreement Rates (lawyers only confidential)	Confidential WRE 1B
Bell South Telecommunications Inc. of Florida Section E6.8, effective September 4, 2005	WRE 2
Verizon Florida Switched Access Tariff Section 6.6	WRE 3
Embarq Florida Access Service Tariff Section 6.8	WRE 4
Focal Communications Corporation and [REDACTED]	Confidential WRE 5A
Focal Communications and [REDACTED]	Confidential WRE 5B
Broadwing Communications, LLC Responses to Data Requests	WRE 6A, 6B
Focal Communications Corporation of Florida Price List No. 2 effective July 16, 2003	WRE 7
Budget Phone, Inc. and [REDACTED]	Confidential WRE 8
Budget Prepay, Inc. Responses to Data Requests	WRE 9
Budget Prepay, Inc. Florida Price List No. 3, effective January 17, 2004	WRE 10
BullsEye Telecom, Inc. and AT&T Settlement Agreement [REDACTED]	Confidential WRE 11
BullsEye Telecom, Inc. Responses to Data Requests	WRE 12
BullsEye Telecom Inc. Florida Price List No. 2, Section 3.9, effective November 7, 2003	WRE 13

ITC^Deltacom Communications, Inc. and AT&T Corp. Settlement and Switched Access Agreement, effective September 1, 2002	Confidential WRE 14A
DeltaCom, Inc. and AT&T Corp. Switched Access Service Agreement, effective January 1, 2011	Confidential WRE 14B
ITC^Deltacom Communications, Inc, and Sprint Settlement Agreement, effective March 28, 2002	Confidential WRE 14C
DeltaCom, Inc. Responses to Data Requests	WRE 15
ITC DeltaCom Communications Inc. Switched Access Tariff, Section 3, effective August 26, 1998	WRE 16
Ernest Communications and [REDACTED] [REDACTED]	Confidential WRE 17A
[REDACTED]	Confidential WRE 17B
Ernest Communications, Inc. Responses to Data Requests	WRE 18
Ernest Communications Inc. Access Services Tariff, Section 3, Effective February 4, 2003	WRE 19
Flatel, Inc. and [REDACTED]	Confidential WRE 20
Flatel, Inc. Data Requests	WRE 21
Flatel, Inc. Florida Price List	WRE 22
Granite Telecommunications, LLC, and AT&T Agreement effective [REDACTED]	Confidential WRE 23A
Granite Telecommunications, LLC and Sprint Agreement Effective [REDACTED]. (Lawyers Only)	Confidential WRE 23B
Granite Telecommunications, LLC Responses to Data Requests	WRE 24A
Granite Telecommunications, LLC Supplemental Responses to Data Requests	WRE 24B

Granite Telecommunications, LLC Florida Price List No. 2, Section 5.1, effective June 18, 2003	WRE 25
MCImetro Access Transmission Services and AT&T Agreement effective 1-27-2004	Confidential WRE 26
Verizon Access Transmission Services Responses to Data Requests	WRE 27
MCImetro Access Transmission Services, LLC, Florida Price List No. 1, effective January 15, 1998	WRE 28
MCI Response to Colorado Data Request	WRE 29A
MCI Internal Correspondence (Lawyers Only)	Confidential WRE 29B
Navigator Telecommunications, LLC and AT&T Agreement effective July 1, 2001	Confidential WRE 30
Navigator Telecommunications, LLC Responses to Data Requests	WRE 31
Navigator Telecommunications, LLC Florida Price List No. 2, Section 7, effective May 7, 2002 Section 7, effective December 2, 2005	WRE 32
PaeTec Communications Inc. and AT&T: Agreement effective April 1, 2000	WRE 33A
Agreement effective April 30, 2008	WRE 33B
PaeTec Communications Inc. and Sprint: Agreement effective September 5, 2000	Confidential WRE 33C
Agreement effective November 1, 2004	Confidential WRE 33D
PAETEC Communications Inc. Responses to Data Requests	WRE 34A
Additional Data Request Response	WRE 34B
PAETEC Communications, Inc. Florida Price List No. 3, effective November 1, 2005	WRE 35
Time Warner Telecom and AT&T Agreement effective July 1, 2001	Confidential WRE 36

TW TELECOM of Florida Responses to Data Requests	WRE 37
Time Warner Telecom of Florida, Florida Access Tariff PCS No. 2, effective October 29, 2004	WRE 38
US LEC Corp. and AT&T Agreement effective March 14, 2002 Agreement effective April 30, 2008	Confidential WRE 39A
US LEC Corp. and Sprint Agreement effective October 5, 2001 Agreement effective February 16, 2006	Confidential WRE 39B Confidential WRE 39C
US LEC and MCI Agreement effective February 7, 2006	Confidential WRE 39D
US LEC Responses to Data Requests	WRE 40A
Additional Data Request Response	WRE 40B
US LEC of Florida, Inc. Florida Price List No. 2, Section 3	WRE 41
NuVox, Inc. and AT&T Agreement effective November 1, 2001	Confidential WRE 42A
New South Communications and AT&T Agreement effective January 1, 2001	Confidential WRE 42B
NuVox, Inc. and AT&T Agreement effective June 8, 2010	Confidential WRE 42C
NuVox, Inc. and MCI Agreement effective January 1, 2006	Confidential WRE 42D
NuVox, Inc. and Sprint Agreement effective August 26, 2002	Confidential WRE 42E
Windstream NuVox Inc. Responses to Data Requests	WRE 43A
Windstream NuVox Inc. Supplemental Responses to Data Requests	WRE 43B
NuVox Communications Inc. Florida Tariff No. 3, effective January 21, 2005 effective April 2, 2008	WRE 44



	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
4	DeltaCom <sup>4</sup>	AT&T	9/1/02-12/31/10	[REDACTED]	[REDACTED]
5	DeltaCom <sup>5</sup>	AT&T	1/1/11 through present	[REDACTED]	[REDACTED]
6	DeltaCom <sup>6</sup>	Sprint	3/28/02 through 4/15/10	[REDACTED]	[REDACTED]

<sup>4</sup> See Confidential Exhibit WRE 14A, pp. 4-5.

<sup>5</sup> See Confidential Exhibit WRE 14B, p.7.

<sup>6</sup> See Confidential Exhibit WRE 14C, p. 2.



	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
				[REDACTED]	[REDACTED]
12	Navigator <sup>12</sup>	AT&T	7/1/01 through present	[REDACTED]	[REDACTED]
13	PAETEC <sup>13</sup>	AT&T	4/1/00 through 3/31/07	RBOC Rate	RBOC Rate
14	PAETEC-US LEC <sup>14</sup>	AT&T	4/30/08 through 10/6/11	AT&T to receive a fixed dollar credit which could vary by year and by level of monthly purchases of other services. The credits increase or decrease if AT&T's purchase of switched access increases/decreases by more than 10%.	
15	TW Telecom <sup>15</sup>	AT&T	1/1/01 through 10/1/08	[REDACTED]	[REDACTED]
16	US LEC <sup>16</sup>	AT&T	3/14/02 through 6/30/07	[REDACTED]	[REDACTED]

<sup>12</sup> See Confidential Exhibit WRE 30, pp. 2, 6.

<sup>13</sup> Exhibit WRE 33A, pp. 3, 6.

<sup>14</sup> Exhibit WRE 33B, pp. 5-6 (Credit Schedule A).

<sup>15</sup> Confidential Exhibit WRE 36, pp. 57-71.

<sup>16</sup> Confidential Exhibit WRE 39, p. 2.



	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
				[REDACTED]	[REDACTED]
17	Windstream (NuVox) <sup>17</sup>	AT&T	11/1/01 through 1/31/05	[REDACTED]	[REDACTED]
18	Windstream (NewSouth) <sup>18</sup>	AT&T	2/1/05 through 6/7/10	[REDACTED]	[REDACTED]
19	Windstream (NuVox) <sup>19</sup>	AT&T	6/8/10 through present	[REDACTED]	[REDACTED]

<sup>17</sup> Confidential Exhibit WRE 42A, pp. 2, 6.

<sup>18</sup> Confidential Exhibit WRE 42B, pp. 2, 5, 10. In 2005, NuVox informed AT&T that NewSouth had merged into NuVox and that, effective February 1, 2005, the NewSouth-AT&T agreement (as amended) would govern the terms of NuVox's provision of intrastate switched access to AT&T. Confidential Exhibit WRE 42A, p. 7.

<sup>19</sup> Confidential Exhibit WRE 42C, pp. 3, 8.

**REDACTED**

Docket No. 090538-TP  
CLEC Agreement Rates (Confidential)  
Exhibit WRE-1A, Page 6 of 6

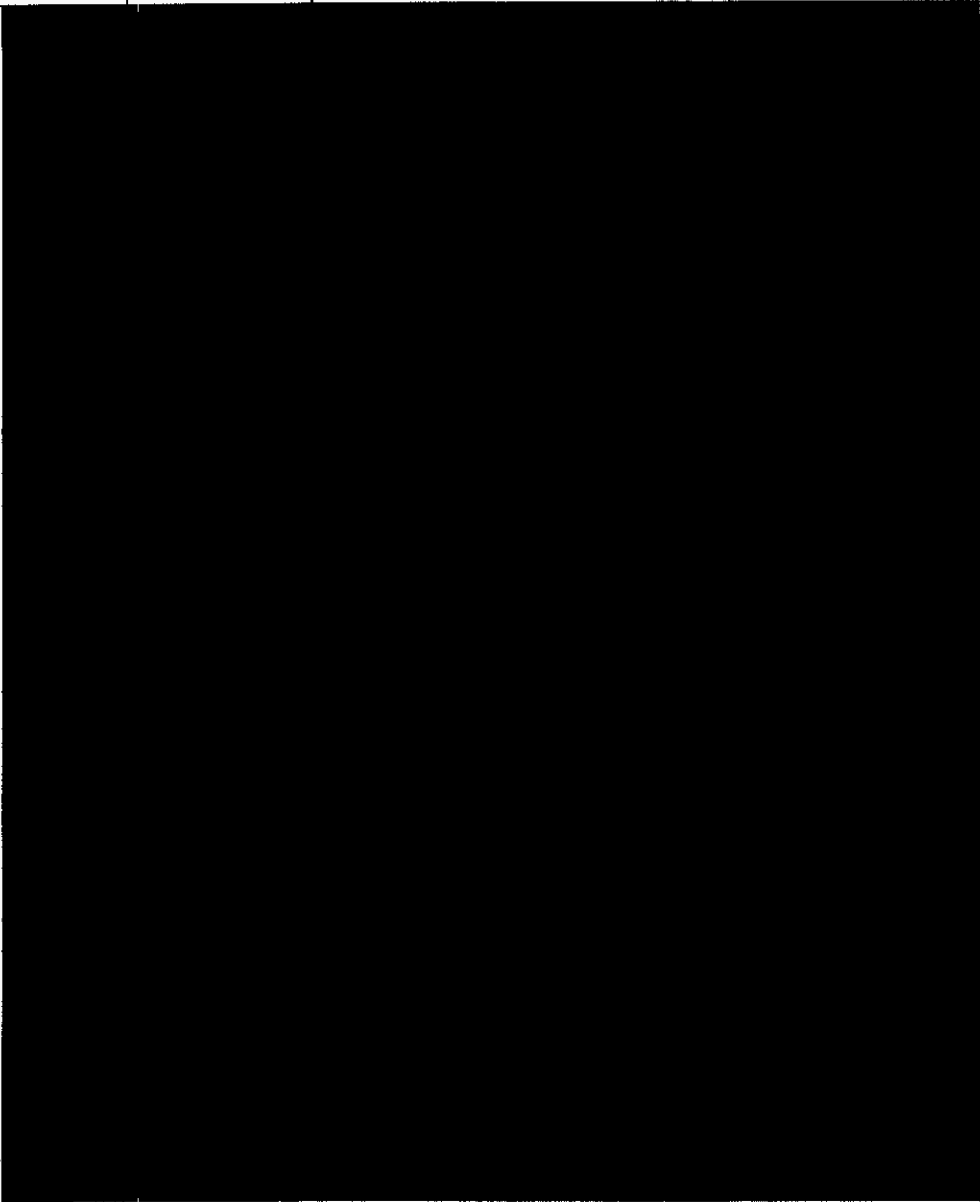
	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]
					[REDACTED]

<sup>20</sup> Confidential Exhibit WRE 45, p. 1.

<sup>21</sup> Exhibit WRE 47, pp. 2, 6.

**REDACTED**

**CLEC AGREEMENT RATES  
(LAWYERS ONLY)**

	<b>CLEC</b>	<b>IXC</b>	<b>EFFECTIVE DATES</b>	<b>PER MOU OF RATE</b>	<b>8XX DATABASE RATE</b>
1	Broadwing (Focal) <sup>1</sup>				

<sup>1</sup> Exhibit WRE 5B, pp. 3-4.

BELLSOUTH  
 TELECOMMUNICATIONS, INC.  
 FLORIDA

ACCESS SERVICES TARIFF

Sixth Revised Page 117  
 Cancels Fifth Revised Page 117

ISSUED: November 30, 2006  
 BY: Marshall M. Criser III, President -FL  
 Miami, Florida

EFFECTIVE: February 1, 2007

**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching**

**A. Local Switching Rates and Optional Features**

**1. Usage Sensitive Rates**

	Rate Per Access Minute	USOC	
(a) LS1 - BellSouth Telecommunications, Inc. BellSouth SWA FGA and BellSouth SWA FGB	\$.008131	NA	(R)
(b) LS2 - BellSouth Telecommunications, Inc. BellSouth SWA FGC and BellSouth SWA FGD	.008131	NA	(R)
(c) LS3 - BellSouth Telecommunications, Inc. BellSouth SWA LSBSA and BellSouth SWA TSBSA 1	.008131	NA	(R)
(d) LS4 - BellSouth Telecommunications, Inc. BellSouth SWA TSBSA 2 and TSBSA 3	.008131	NA	(R)
(e) LS1 - ITS Telecommunications Systems, Inc. - Feature Groups A and B	.01150	NA	
(f) LS2 - ITS Telecommunications Systems, Inc. - Feature Groups C and D	.01150	NA	
(g) LS3 - ITS Telecommunications Systems, Inc. - LSBSA and TSBSA Technical Option 1	.01147	NA	
(h) LS4 - ITS Telecommunications Systems, Inc. - TSBSA Technical Options 2 and 3	.01147	NA	
(i) For all other Independent Companies concurring in this Tariff	.01770	NA	
(j) Common Trunk Port Service per Each Common Transport Trunk Termination	.008800	NA	

**2. Dedicated End Office Trunk Port Service**

	Monthly Rate	USOC
(a) Per dedicated DS0/VG trunk port required	\$9.47	TDE0P
(b) Per dedicated DS1 trunk port required	139.98	TDE1P

**3. Common Switching Optional Features (BellSouth SWA FG Customers Only)<sup>1</sup>**

- a. Hunt Group Arrangement, available with BellSouth SWA FGA  
Per Transmission Path Group
- b. Uniform Call Distribution Arrangement, available with BellSouth SWA FGA  
Per Transmission Path Group
- c. Nonhunting Numbers for use with Hunt Group Arrangements or Uniform Call Distribution Arrangement available  
with BellSouth SWA FGA  
Per Transmission Path
- d. Automatic Number Identification /Charge Number,<sup>2</sup> available with BellSouth SWA FGB, BellSouth SWA FGC and  
BellSouth SWA FGD  
Per Transmission Path Group

**Note 1:** These Common Switching Optional Features are not available for BellSouth SWA Basic  
Serving Arrangement. See E6.8.2 for the appropriate BSE.

**Note 2:** Charge number is applicable only to BellSouth SWA FGD.

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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

**A. Local Switching Rates and Optional Features (Cont'd)**

4. Common Switching (Feature Group and BellSouth SWA Basic Serving Arrangement Customers Only<sup>1</sup>) (MKT)
- a. Call Denial on line or hunt group, available with BellSouth SWA FGA  
Per Transmission Path or Transmission Group
  - b. Service Code Denial on line or hunt group available, with BellSouth SWA FGA  
Per Transmission Path or Transmission Path Group
  - c. Enhanced Call Denial, available with BellSouth SWA FGA only  
Per Transmission Path Equipped
  - d. Up to 7 Digit Outpulsing of Access Digits to IC, available with BellSouth SWA FGB  
Per Transmission Path Group
  - e. Alternate Traffic Routing
    - Multiple IC Premises Alternate Routing, available with BellSouth SWA FGB, BellSouth SWA FGC, and BellSouth SWA FGD  
Per End Office and Access Tandem
    - End Office Alternate Routing when ordered in Trunks, available with BellSouth SWA FGB and BellSouth SWA FGD  
Per End Office and Access Tandem
  - f. Service Class Routing, available with BellSouth SWA FGC and BellSouth SWA FGD  
Per End Office and Access Tandem
  - g. Dial Pulse Address Signaling, available with BellSouth SWA FGC  
Per Transmission Path Group
  - h. Revertive Pulse Address Signaling, available with BellSouth SWA FGC  
Per Transmission Path Group
  - i. Delay Dial Start-Pulsing Signaling, available with BellSouth SWA FGC  
Per Transmission Path Group
  - j. Immediate Dial Pulse Address Signaling, available with BellSouth SWA FGC  
Per Transmission Path Group
  - k. Trunk Access Limitation Arrangement, available with BellSouth SWA FGC and BellSouth SWA FGD  
Per End Office
  - l. Call Gapping Arrangement, available with BellSouth SWA FGD  
Per End Office
  - m. Cut-Through, available with BellSouth SWA FGD  
Per End Office and Access Tandem

Note 1: References to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A.

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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

**A. Local Switching Rates and Optional Features (Cont'd)**

- 4. Common Switching (BellSouth SWA FG and BellSouth SWA Basic Serving Arrangement Customers Only)<sup>1</sup> (Cont'd) (T)
  - n. Switched digital 56 kbps (e.g., AccuPulse<sup>®</sup> service) services switching capability, available with BellSouth SWA FGD only
  - o. Calling Party Number  
Per end office, per Transmission Path group
  - p. Carrier Selection Parameter  
Per end office, per Transmission Path group
  - q. Access Transport Parameter, available with BellSouth SWA FGD 64CCC only  
Per end office per Di-Group
  - r. Call Screening  
Per Transmission Path or Transmission Path Group
  - s. 950-XXXX Dialing Over BellSouth SWA FGD and BellSouth SWA TSBSA 3  
Per 950-XXXX number per end office and access tandem trunk group equipped
- 5. Basic Service Elements (BellSouth SWA Basic Serving Arrangement Customers Only)<sup>2</sup> (T)
  - a. Chargeable
    - (1) Hunt Group Arrangement

	Monthly	Nonrecurring Charge		
	Rate	Initial	Subsequent	USOC
(a) Per Transmission Path <sup>3</sup>	\$48	\$-	\$-	HTGPP
(2) Uniform Call Distribution Arrangement				
(a) Per Transmission Path <sup>3</sup>	1.56	-	-	A6TPP

Note 1: References to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.1.3.A.

Note 2: Basic Service Element rates are in addition to basic Local Switching rates. Rates applicable to BellSouth SWA LSBSA only, except where noted.

Note 3: Appropriate rearrangement charges to be applied in lieu of subsequent nonrecurring charges.

Material previously appearing on this page now appears on page(s) 120 of this section.

<sup>3</sup>Registered Service Mark of BellSouth Corporation

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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

A. Local Switching Rates and Optional Features (Cont'd)

5. Basic Service Elements (BellSouth SWA Basic Serving Arrangement Customers Only)<sup>1</sup> (Cont'd) (T)

a. Chargeable (Cont'd)

(3) Nonhunting Number for Use with Hunt Group Arrangement or Uniform Call Distribution Arrangement (M)

	Monthly Rate \$-	Nonrecurring Charge		USOC NHLPP
		Initial \$-	Subsequent \$-	
(a) Per Transmission Path <sup>2</sup>				
(4) Simplified Message Desk Interface - SMDI				
(a) Per hunt group arrangement <sup>2</sup>	518.38	320.00	320.00	AVA
(5) Surrogate Client Number				
(a) Per Number	6.41	3.00	3.00	SMV
(6) Bulk Calling/Line Information Delivery - BCLID <sup>3</sup>				
(a) Per Arrangement	-	59.00	59.00	NXK
(b) Per Message			Rate \$03493	USOC NA
(7) Queuing				

	Monthly Rate	Nonrecurring Charge		USOC
		Initial	Subsequent	
(a) Per Multiline Hunt Group	\$21.72	\$66.00	\$66.00	QLMHG
(b) Per Multiline Hunt Group with Delay Announcement	77.36	66.00	66.00	QLHDA
(c) Per Multiline Hunt Group with Call Waiting Lamps <sup>3</sup>	40.51	66.00	66.00	QLHCW
(d) Per Multiline Hunt Group with Delay Announcement and Call Waiting Lamps <sup>3</sup>	96.15	66.00	66.00	QLHGD
(e) Per Line Arranged for Queuing	-	2.00	2.00	QSC
(f) Per Queue Slot	-	-	-	QSCPQ
(g) Delay Announcement, per channel	45.52	-	-	BEXPC

Note 1: Basic Service Element rates are in addition to basic Local Switching rates. Rates applicable to BellSouth SWA LSBSA only, except where noted.

Note 2: Appropriate rearrangement charges to be applied in lieu of subsequent nonrecurring charges.

Note 3: Rates and charges as specified in E6.8.1 also apply for this service. (T)

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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

A. Local Switching Rates and Optional Features (Cont'd)

5. Basic Service Elements (BellSouth SWA Basic Serving Arrangement Customers Only)<sup>1</sup> (Cont'd) (T)

a. Chargeable (Cont'd)

(7) Queuing (Cont'd)

	Monthly Rate	Nonrecurring Charge		USOC
		Initial	Subsequent	
(h) Delay Announcement, per trunk	\$10.14	\$-	\$-	BEXPT
(i) Music After Delay Announcement, per channel <sup>2</sup>	49.29	-	-	BE2PC
(j) Music After Delay Announcement, per trunk <sup>2</sup>	26.16	-	-	BE2PT
(k) Call Waiting Indication, per unique timing state <sup>2</sup>	18.79	-	-	A7G
(8) User Transfer				
(a) Per Transmission Path	2.62	3.00	3.00	E13
(b) Per Transmission Path with SMDI	2.62	3.00	3.00	E13UT
(9) Make Busy/Night Transfer <sup>2</sup>				
(a) Per Arrangement	8.33	31.00	31.00	A9ANT
(b) Per Customized Central Office Announcement	67.95	22.00	22.00	A9ACC
(10) Direct Inward Dialing (DID) or DID/DOD Access Service with BellSouth SWA LSBSA				
(a) Establishment of DID with BellSouth SWA LSBSA, including the First Group of 20 DID Numbers	.01	53.00	-	NDZ
(b) Each Additional Group of 20 DID Numbers	.01	2.00	2.00	ND4
(c) Establishment of two-way Line-Side service, each	-	20.00	-	NEF
(d) DID or DID/DOD Trunk Termination, including Dial Pulse Signaling, each	33.50	36.00	-	NDT
(e) DTMF Signaling, per trunk termination	26.54	-	-	SSDBD
(f) MF Signaling, per trunk termination	.35	-	-	SSMBD

Note 1: Basic Service Element rates are in addition to basic Local Switching rates. Rates applicable to LSBSA only, except where noted.

Note 2: Rates and charges as specified in E6.8.1 also apply for this service. (T)



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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

**A. Local Switching Rates and Optional Features (Cont'd)**

**5. Basic Service Elements (BellSouth SWA Basic Serving Arrangement Customers Only)<sup>1</sup> (Cont'd)** (T)

**a. Chargeable (Cont'd)**

**(11) Automatic Number Identification/Charge Number (BellSouth SWA TSBSA only)<sup>2</sup>** (T)

	Monthly Rate	Nonrecurring Charge		USOC
	\$-	Initial	Subsequent	NR4CN
			Rate	USOC
(a) Per Trunk Group <sup>3</sup>		\$-	\$-	NA
(b) Per ANI/CN Delivered			\$,00019	NA
<b>(12) Answer Supervision</b>				

(T)

	Monthly Rate	Nonrecurring Charge		USOC
	\$2.33	Initial	Subsequent	USW1X
(a) Per Transmission Path		\$2.00	\$2.00	
<b>(13) BellSouth<sup>®</sup> Remote Access Service, One Way, Dial Tone Office<sup>4</sup></b>				

(T)

	Monthly Rate	Nonrecurring Charge		USOC
	\$23,460.00	Initial	Subsequent	RAQ11
	1,955.00			RAQ15
(a) Initial Request		\$13,800.00	\$-	
(b) Subsequent Request			1,150.00	

**6. Common Switching Optional Features for Use with Dedicated Access Lines (BellSouth SWA FG and BellSouth SWA Basic Serving Arrangement Customers)<sup>1</sup>** (T)

- a. Band Advance Arrangement for use with WATS Access Lines (a.k.a. BellSouth SPA WATS Line), available with BellSouth SWA FGC and BellSouth SWA FGD  
Per Transmission Path Group
- b. End Office End User Line Service Screening for use with WATS Access Lines (a.k.a. BellSouth SPA WATS Line), available with BellSouth SWA FGC and BellSouth SWA FGD<sup>5</sup>  
Per Transmission Path
- c. Hunt Group Arrangement for use with WATS Access Lines (a.k.a. BellSouth SPA WATS Line), available with BellSouth SWA FGC and BellSouth SWA FGD  
Per Transmission Path Group
- d. Uniform Call Distribution Arrangement use with WATS Access Lines (a.k.a. BellSouth SPA WATS Line), available with BellSouth SWA FGC and BellSouth SWA FGD  
Per Transmission Path Group
- e. Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement for use with WATS Access Lines (a.k.a. BellSouth SPA WATS Line), available with BellSouth SWA FGC and BellSouth SWA FGD  
Per Transmission Path (M)

- Note 1: Basic Service Element rates are in addition to basic Local Switching rates. Rates applicable to BellSouth SWA LSBSA only, except where noted.
- Note 2: Charge Number is applicable only to BellSouth SWA TSBSA 3.
- Note 3: Appropriate rearrangement charges to be applied in lieu of subsequent nonrecurring charges.
- Note 4: One BellSouth<sup>®</sup> Remote Access Service port per BellSouth SWA LSBSA.
- Note 5: References to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6.13.A.
- Note 6: This feature is required for originating only WATS Access Lines (a.k.a. BellSouth SPA WATS Line).

Material appearing on this page previously appeared on page(s) 123 of this section.

<sup>1</sup>BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

**A. Local Switching Rates and Optional Features (Cont'd)**

7. Basic Service Element for Use with WATS Access Lines (a.k.a. BellSouth SPA WATS Line) (BellSouth SWA Basic Serving Arrangement Customers Only)<sup>(1)</sup>

**a. Chargeable**

- (1) Direct Inward Dialing (DID) or DID/DOD Access Service with BellSouth SWA Basic Serving Arrangement for Use with Dedicated Access Lines<sup>(2)</sup>

	Monthly Rate	Nonrecurring Charge		USOC
		Initial	Subsequent	
(a) Establishment of DID with Dedicated Access Line Service, including the First Group of 20 DID Numbers	\$ .01	\$62.00	\$-	NDZ
(b) Each Additional Group of 20 DID Numbers	.01	3.00	3.00	ND4
(c) Establishment of two-way Line-Side service, each	-	20.00	-	NEF
(d) DID or DID/DOD Trunk Termination, including Dial Pulse Signaling, each	33.50	36.00	-	NDT
(e) DTMF Signaling, per trunk termination	26.54	-	-	SSD8D
(f) MF Signaling, per trunk termination	.35	-	-	SSMBD

Note 1: Basic Service Element rates are in addition to basic Local Switching rates. Rates applicable to BellSouth SWA LSBSA only, except where noted. (M) (T)

Note 2: Basic Service Element Rates are in addition to Section E6.8.3 WATS Access Line (a.k.a. BellSouth SPA WATS Line) Rates. (T)

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**E6. BELLSOUTH SWA SERVICE**

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

**A. Local Switching Rates and Optional Features (Cont'd)**

**8. BellSouth SWA Transport Termination Options**

**a. Line Side Terminations for BellSouth SWA FGA and BellSouth SWA LSBSA**

(1) Two Way Operation

- Dial Pulse with Loop Start

- Dial Pulse with Ground Start

- DTMF with Loop Start

- DTMF with Ground Start

(2) Terminating Operation

- Dial Pulse with Loop Start

- Dial Pulse with Ground Start

- DTMF with Loop Start

- DTMF with Ground Start

(3) Originating Operation

- Loop Start

- Ground Start

**b. Trunk Side Terminations for BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD and BellSouth SWA TSBSA**

(1) Standard Trunk for Originating, Terminating or Two-Way operation, available with BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD and BellSouth SWA TSBSA

(2) Rotary Dial Station Signaling Trunk, available with BellSouth SWA FGB and BellSouth SWA TSBSA 1

(3) Operator Trunk, Coin, Non-Coin or Combined Coin and Non-Coin, available with BellSouth SWA FGC and TSBSA 2; also available with BellSouth SWA FGD, BellSouth SWA TSBSA 2 or TSBSA 3 when used in conjunction with BellSouth Operator Transfer Service

(4) Operator Trunk, Full Feature Arrangement, available with BellSouth SWA FGD and BellSouth SWA TSBSA 1

(MKT)

(MKT)

(MKT)

(M)

**B. Line Terminations**

**1. WATS Access Line (a.k.a. BellSouth SPA WATS Line) Termination Optional Features**

**a. Line Side Terminations:**

(1) Originating Only Loop Start, Line Side Connection, with DTMF Address Signaling Per WATS Access Line (a.k.a. BellSouth SPA WATS Line)

(2) Originating Only Loop Start, Line Side Connection, with Dial Pulse Address Signaling Per WATS Access Line (a.k.a. BellSouth SPA WATS Line)

(3) Originating Only Ground Start, Line Side Connection, with DTMF Address Signaling Per WATS Access Line (a.k.a. BellSouth SPA WATS Line)

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**E6. BELLSOUTH SWA SERVICE** (T)

**E6.8 Rates and Charges (Cont'd)**

**E6.8.2 Local Switching (Cont'd)**

**B. Line Terminations (Cont'd)**

- 1. WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) Termination Optional Features (Cont'd) (T)
  - a. Line Side Terminations: (Cont'd)
    - (4) Originating Only Ground Start, Line Side Connection, with Dial Pulse Address Signaling Per WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) (T)
    - (5) Terminating Only Loop Start, Line Side Connection Per WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) (T)
    - (6) Terminating Only Ground Start, Line Side Connection Per WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) (T)
  - b. Trunk Side Terminations:
    - (1) Terminating Only Trunk Side Connection for forwarding of Dialed Number Identification to End User Per Transmission Path (T)

**C. BellSouth SWA 900 Service NXX Activation Charge** (T)

- 1. Per Company End Office Switch or Access Tandem in which translations are required

	Nonrecurring Charge	USOC
(a) First NXX Code submitted on ASR	\$43.61	NA
(b) Additional NXX Codes submitted on same ASR	21.51	NA

**E6.8.3 WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) Service** (T)

**A. Monthly Rate**

**1. Access Lines**

	Monthly Rate	USOC
(a) 2-wire Out WATS ( <i>a.k.a. BellSouth SPA WATS Line</i> ) and <i>BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service</i> <sup>1,2</sup>	\$38.00	X2W (T)
(b) 2-wire DID or DID/DOD Access Service with <i>BellSouth SWA Basic Serving Arrangement</i> for use with WATS Access Lines ( <i>a.k.a. BellSouth SPA WATS Line</i> ). <sup>3</sup>	38.00	X2L (T)

**Note 1:** The WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services. (T)

**Note 2:** This service will be available 60 days from receipt of the first request for service.

**Note 3:** For use with Direct Inward Dial (DID) or DID/DOD Access Service with *BellSouth SWA Basic Serving Arrangement* for use with WATS Access Lines (*a.k.a. BellSouth SPA WATS Line*) described in E6.3.5.A. and provided in E6.8.2.A.6. of this Tariff. (T)

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**E6.8 Rates and Charges (Cont'd)**

**E6.8.3 WATS Access Line (a.k.a BellSouth SPA WATS Line) Service (Cont'd)** (T)

A. Monthly Rate (Cont'd)

1. Access Lines (Cont'd)

	Monthly Rate	USOC	
(c) 4-wire OutWATS and <i>BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening</i> service <sup>1,2</sup>	\$38.00	X4W	(T)
(d) 4-wire DID or DID/DOD Access Service with <i>BellSouth SWA Basic Serving Arrangement</i> for use with WATS Access Lines ( <i>a.k.a. BellSouth SPA WATS Line</i> ). <sup>3</sup>	38.00	X4L	(T)

2. Access Line Extensions

a. Located in the Same Exchange as Main Termination

(1) First extension termination on different premises from main termination

(a) Each 25.00 WSP++

(2) Additional termination in same building as main or other extension termination

(a) Each<sup>4</sup> - WSS++

(3) First extension termination in different building, same premises as main or other extension termination

(a) Each 9.25 WSD++

b. Located in Different Exchange from Main Termination within same LATA

(1) Interexchange channel mileage charges and channel terminal charges apply as specified for series 2000 channels in this Company's Private Line Service Tariff plus:

(a) First termination 25.00 EWW++

(b) Additional termination in same building with first or other extension termination, each<sup>5</sup> - WSS++

(c) Additional termination in different building, same premises as first or other extension termination, each 9.25 WSD++

(d) Additional termination on different premises, same exchange as first termination, each 25.00 WSP++

**Note 1:** The WATS Access Line (*a.k.a. BellSouth SPA WATS Line*) Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services. (T)

**Note 2:** This service will be available 60 days from receipt of the first request for service.

**Note 3:** For use with Direct Inward Dial (DID) or DID/DOD Access Service with *BellSouth SWA Basic Serving Arrangement* for use with WATS Access Lines (*a.k.a. BellSouth SPA WATS Line*) described in E6.3.5.A. and provided in E6.8.2.A.6. of this Tariff. (T)

**Note 4:** Nonrecurring charge applies.

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**E6. BELLSOUTH SWA SERVICE** (T)

**E6.8 Rates and Charges (Cont'd)**

**E6.8.3 WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service (Cont'd)** (T)

**A. Monthly Rate (Cont'd)**

**3. Four-Wire Terminating Arrangement**

Monthly Rate	USOC
\$10.00	4WA

(a) Each arrangement<sup>1</sup>

**B. Installation Charges**

**Service Ordering Charge** - The term Service Ordering Charge means the charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer requests for service.

**Central Office Work Charge and New Line Connection Charge** - Covers work associated with establishing or changing each WATS access line (a.k.a. *BellSouth SPA WATS Line*) or access line extension connection. (T)

**Premises Visit Charge** - The term Premises Visit Charge means the charge that applies for a visit to the customer's premises to perform work, other than disconnect work, requested by the customer.

**1. For installation of WATS access lines (a.k.a. *BellSouth SPA WATS Line*), extensions or four-wire terminating arrangements** (T)

**a. Access Lines and Extension Lines**

**(1) Service Ordering - Primary**

Nonrecurring Charge	USOC
\$35.00	NA

(a) Each order

**(2) Service Ordering - Secondary**

(a) Each order

**(3) Central Office Work Charge<sup>2</sup>**

(a) Each

**(4) New Line Connection Charge<sup>3</sup>**

(a) Each

**(5) Premises Visit**

(a) Each visit

**b. Four-Wire Terminating Arrangements**

**(1) This charge is in addition to the access line nonrecurring charges.**

(a) Each arrangement

17.00	NA
-------	----

**Note 1:** This charge is in addition to the access line monthly recurring charges.

**Note 2:** Central Office Work Charge is applicable for all access lines connected.

**Note 3:** New Line Connection Charge is applicable for all new access lines or additional access lines over and above the number previously installed at a premises.

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6. SWITCHED ACCESS

6.6	<u>Rates and Charges</u>			(M)
6.6.1	<u>Nonrecurring Charges</u>			T
	(A) <u>(Reserved for Future Use)</u>			*
	(B) <u>Switched Access Ordering Charge</u>			*
		<u>per ASR</u>		*
	USOC: (SESCL)			*
		\$138.12		*
	(C) <u>Design Change Charge</u>			*
	USOC: (H28)			*
				*
	<u>Per ASR/Per Occurrence</u>			*
		\$ 34.14		*
	(D) <u>Network Blocking Charge</u>			*
				*
	<u>Applies to FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service</u>			(C) *
		<u>Per Call</u>		*
				*
		\$ .014		*
	(E) <u>FGA and BSA-A Optional Toll Blocking</u>			(C) *
				*
	<u>Per FGA or BSA-A Line</u>			(C) *
	<u>Nonrecurring Charge</u>			*
	USOC: (CAR)			*
				*
		\$ 5.11		*
	(F) <u>500 NXX Translation Charge</u>			*
				*
	<u>First NXX, per ASR</u>		<u>Each Additional NXX</u>	*
	<u>per End Office</u>		<u>per ASR, per End Office</u>	*
	(NWS1X)		(NWSAX)	*
				*
	\$19.00		\$10.00	R
				(M)

(M) Material transferred from Page 34.2.

(N)

VERIZON FLORIDA INC.

FACILITIES FOR INTRASTATE ACCESS

Tenth Revised Page 35  
 Canceling Ninth Revised Page 35

6. SWITCHED ACCESS

6.6 Rates and Charges (Continued)

6.6.2 Switched Transport

(A) Tandem-Switched Transport-Facility

	<u>Per Access Minutes of Use</u>
Per Access Minute/Mile	
Zone 1	.0000135
Zone 2	.0000141
Zone 3	.0000149

(B) Tandem Switched Transport - Termination

Per Access Minute	
Per Termination	
Zone 1	.0001344
Zone 2	.0001344
Zone 3	.0001344

(C) Tandem Switching

Per Access Minute	
Zone 1	.0007500
Zone 2	.0007500
Zone 3	.0007500

(D) Interconnection

Per Access Minute	.0011421
-------------------	----------

(R)

(E) Direct-Trunked Transport Facility-Voiceband

	<u>Monthly Rate</u>
Per Airline Mile	
Zone 1	\$ 5.08
Zone 2	5.08
Zone 3	5.08

(F) Direct-Trunked Transport Facility-DS1

Per Airline Mile	
Zone 1	5.00
Zone 2	5.63
Zone 3	6.25
Termination, per month	
Zone 1	30.00
Zone 2	30.00
Zone 3	30.00

(G) Direct-Trunked Transport Facility-DS3

Per Airline Mile	
Zone 1	70.00
Zone 2	89.81
Zone 3	109.63
Termination, per month	
Zone 1	500.00
Zone 2	500.00
Zone 3	500.00



VERIZON FLORIDA INC.

FACILITIES FOR INTRASTATE ACCESS

Third Revised Page 35.1  
 Cancelling Second Revised Page 35.1

6. SWITCHED ACCESS

6.6 Rates and Charges (Continued)

6.6.2 Switched Transport (Continued)

	<u>Installation Charge</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	
(H) <u>Entrance Facility-Voiceband</u>					
Per Entrance Facility					
2-Wire Voiceband					
Zone 1	\$104.91	EFG2X	\$33.08	EFG2X	(C)
Zone 2	104.91	EFG2X	33.08	EFG2X	
Zone 3	104.91	EFG2X	33.08	EFG2X	(C)
4-Wire Voiceband					
Zone 1	104.91	EFG4X	52.93	EFG4X	(C)
Zone 2	104.91	EFG4X	52.93	EFG4X	
Zone 3	104.91	EFG4X	52.93	EFG4X	(C)
(I) <u>Entrance Facility - DS1</u>					
First System					
Zone 1	788.08	EFGDX	260.00	EFGDX	(C)
Zone 2	788.08	EFGDX	300.00	EFGDX	
Zone 3	788.08	EFGDX	331.72	EFGDX	(C)
Each Additional System					
Zone 1	788.08	EFLX	130.00	EFLX	(C)
Zone 2	788.08	EFLX	130.00	EFLX	
Zone 3	788.08	EFLX	130.00	EFLX	(C)
(J) <u>Entrance Facility - DS3 - Protected Electrical</u>					
Per DS3					
Zone 1	788.08	EFGPF	1,400.00	EFGPF	(C)
Zone 2	788.08	EFGPF	1,450.00	EFGPF	
Zone 3	788.08	EFGPF	1,500.00	EFGPF	(C)
(K) <u>Multiplexing</u>					
DS1 to Voice					
Zone 1	672.54	M6W1X	250.00	M6W1X	(C)
Zone 2	672.54	M6W1X	250.00	M6W1X	
Zone 3	672.54	M6W1X	250.00	M6W1X	(C)
DS3 to DS1					
Zone 1	394.04	M6W3X	581.63	M6W3X	(C)
Zone 2	394.04	M6W3X	581.63	M6W3X	
Zone 3	394.04	M6W3X	581.63	M6W3X	(C)

6.6.3 End Office Services

(A) Basic and Premium Data Base Query Charge

The rate for Data Base Query Service is per query.

Rate Per Query

\$ 0.01

(B) End Office Switching - Bundled (EOSB)

The bundled rates for End Office Switching are based on originating and terminating Access Minutes.

Bundled Rates

(EOSB)

Per Access Minute

\$ .0089000

GTE FLORIDA  
 INCORPORATED

FACILITIES FOR INTRASTATE ACCESS

Original Page 35.1.1

6. SWITCHED ACCESS

6.6 Rates and Charges (Continued)

6.6.3 End Office Services (Continued)

(C)	<u>End Office Switching - Unbundled (EOSU) - Circuit Switched Line</u>			(N)
	The unbundled rates for End Office Switching are based on originating and terminating Access Minutes.			T
	<u>Unbundled Rates-Circuit Switched Line</u>			*
	(EOSU)			*
	<u>Per Access Minute</u>			*
	\$ .0088785			*
(D)	<u>End Office Switching - Unbundled (EOSU) - Circuit Switched Trunk</u>			*
	The unbundled rates for End Office Switching are based on originating and terminating Access Minutes.			*
	<u>Unbundled Rates-Circuit Switched Trunk</u>			*
	(EOSU)			*
	<u>Per Access Minute</u>			*
	\$ .0088785			*
(E)	<u>Alternate Traffic Routing - BSE</u>		<u>USOC</u>	*
	Nonrecurring Charge			*
	Per Trunk Group Equipped	\$ 70.92	CF3AR	*
(F)	<u>Automatic Number Identification (ANI) - BSE</u>			*
	Rate			*
	Per ANI Attempt	.00015		*
(G)	<u>User Transfer - BSE</u>			*
	Monthly Rate			*
	Per Line Arranged	1.50	EO3	*
(H)	<u>Hunt Group Arrangement - BSE</u>			*
	Monthly Rate			*
	Per Line Equipped	11.02	CF3HG	*
(I)	<u>Queuing - BSE</u>			*
	Monthly Rate			*
	Per Group Equipped	15.00	CF3QU	*
(J)	<u>Uniform Call Distribution - BSE</u>			*
	Monthly Rate			*
	Per Line Equipped	5.28	CF3UD	*
(K)	<u>Simplified Message Desk Interface (SMDI) - BSE</u>			*
	Monthly Recurring Rate			*
	Per DNAL	229.71	SMQPX	*
(L)	<u>Remote Call Forwarding - BSE</u>			*
	Monthly Recurring Rate			*
	Per Line	16.00	FOMPX	*
(M)	<u>Direct Inward Dialing (DID) - BSE</u>			*
	Monthly Recurring Rate			*
	Per DID Term	71.00	NDT	*
	Per Block of 20 Numbers	29.00	ND4	*
(N)	<u>Billed Number Screening (BNS) - BSE</u>			*
	Monthly Recurring Rate			*
	Per Line Screened	1.00	RTVXQ	*

PETER A. DAKS, PRESIDENT  
 TAMPA, FLORIDA

EFFECTIVE: January 18, 1996  
 ISSUED: January 2, 1996

R  
 (N)

GTE FLORIDA  
INCORPORATED

FACILITIES FOR INTRASTATE ACCESS

First Revised Page 35.1.2  
Cancelling Original Page 35.1.2

6. SWITCHED ACCESS

6.6 Rates and Charges (Continued)

6.6.3 End Office Services (Continued)

(0) Carrier Identification Parameter (CIP)

Nonrecurring Charge, per CIC		(C)
Per Trunk Group to an Access Tandem	\$1,120.00	(C)
Per Trunk Group to an End Office	80.00	(N)
Monthly Rate, Per Trunk	.46	

VERIZON FLORIDA INC.

FACILITIES FOR INTRASTATE ACCESS

Sixth Revised Page 35.2  
Canceling Fifth Revised Page 35.2

6. SWITCHED ACCESS

6.6 Rates and Charges (Continued)

6.6.4 Information Surcharge

The rates for Information Surcharge are based on an originating and terminating Access Minutes. Per Access Minute

\$ .0 (R)

6.6.5 FGA or BSA-A Usage Sensitive Credit Allowance

Credit Per Originating FGA or BSA-A \$ .0014

6.6.6 (Reserved for Future Use)

6.6.7 Switched Access Cross Connect

(A) Rates and Charges

Monthly Rate

Per DS0 Connection	\$ 1.60
Per DS1 Connection	4.00
Per DS3 Connection	31.00



ACCESS SERVICE TARIFF

Embarq Florida, Inc.  
By: F. B. Poag, Director

First Revised Page 136.2  
Cancels Original Page 136.2

Effective: January 19, 2001

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

C. Tandem-Switched Transport

	<u>Rate</u>
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	\$.000180
Zone 2	\$.000200
Zone 3	\$.000210
Facility, per Access Minute per mile	
Zone 1	\$.000036
Zone 2	\$.000040
Zone 3	\$.000042
2. Tandem Switching, per Access Minute	
Zone 1	\$.000792
Zone 2	\$.000880
Zone 3	\$.000924

ACCESS SERVICE TARIFF

Embarq Florida, Inc.  
By: F. B. Poag, Director

Second Revised Page 141  
Cancels First Revised Page 141

Effective: October 26, 2001

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

A. Local Switching	<u>Rate</u>
1. Per Access Minute	\$.0177
2. Local Switching Nonchargeable Optional Features	
a. Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group	
b. Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group	
c. Hunt Group Arrangement, available with FGA, Per Transmission Path Group	
d. Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group	
e. Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path	
f. Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity	
g. Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch	
h. Cut-Through, available with FGD, Per End Office or Access Tandem	
i. Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group	
j. Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group	
k. Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group	

Tariff Page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

ACCESS SERVICE TARIFF

Embarq Florida, Inc.  
By: F. B. Poag, Director

Second Revised Page 154  
Cancels First Revised Page 154

Effective: July 16, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.5 Toll Free Code (TFC) Access Service

		<u>Nonrecurring Charge</u>	
		<u>United</u>	<u>Central</u>
		<u>Telephone</u>	<u>Telephone</u>
A.	TFC Access Service Data Base Query - per query	\$0.008037	\$0.01623
B.	TFC Data Base Optional Features* - per query	\$0.001344	\$0.00137
* When a combination of one or more TFC Data Base Optional Service Features is used, only			



**REDACTED**

Docket No. 090538-TP  
Focal-  
Exhibit WRE-5A, Page 1 of 8

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
Focal- [REDACTED]  
Exhibit WRE-5B, Page 1 of 6

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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

Docket No. 090538-TP

Filed: December 2, 2011

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**BROADWING COMMUNICATIONS, LLC'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

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Broadwing Communications, LLC ("Broadwing") hereby submits its objections and responses to Qwest Communications Corporation's ("Qwest") First Set of Interrogatories and Document Requests (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

Qwest FL - Broadwing DR 1-10

the discovery of data relevant to resolution of the specific issue and either (a) the value of providing the data is outweighed by the burden of production or (b) Qwest can obtain the data through publicly available information.

3. *Overly Broad:* The Data Request seeks a general category of information within which only certain portions of the information are reasonably related to the subject matter of this proceeding.

4. *Vague and Ambiguous:* The Data Request is vague and ambiguous in that it does not describe the data sought with particularity or fails to convey with reasonable clarity what is being requested and, as such, the Broadwing cannot reasonably determine the intended meaning, scope or limits of Qwest's Data Request.

5. *Calls for a Legal Conclusion:* The Data Request calls for a conclusion of law.

#### **RESPONSES TO INTERROGATORIES AND DOCUMENT REQUESTS**

Broadwing's responses to Qwest's Data Requests incorporate the above general objections. Additional specific objections are provided below. Without waiving any of its objections, Broadwing responds as follows:

#### **INTERROGATORIES**

**Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

#### **Response:**

Broadwing objects that this interrogatory is Overly Broad and Unduly Burdensome to the extent that it seeks information regarding intrastate switched access services outside of Florida, agreements beyond any applicable statute of limitations, agreements for detariffed or non-tariffed services, and agreements and information that do not include rates, terms or conditions that vary from Broadwing's Florida intrastate switched access tariff or price list. Without waiving such objection, Broadwing states that it has identified the following documents which it believes are responsive:

SEE CONFIDENTIAL ATTACHMENT A

Each of the documents identified in Confidential Attachment A has been produced by Broadwing to Qwest in another jurisdiction, or Qwest has received a copy of such document from the IXC.

Answer provided by: Counsel

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

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

**Response:**

Pursuant to Rule 1.340(c), Fla.R.Civ.P., the answer to this interrogatory may be derived by examining the documents identified in Confidential Attachment A and applicable switched access price lists, and the burden of deriving the answer is substantially the same for Qwest as for Broadwing. The agreements are already in Qwest's possession. Broadwing's original Florida switched access price list, effective May 17, 2005, has not been revised and is available on its website at the following link:

[http://www.level3.com/en/legal/broadwing-tariffs/~media/Assets/tariffs/fl\\_brw\\_access\\_tariff\\_no\\_3.ashx](http://www.level3.com/en/legal/broadwing-tariffs/~media/Assets/tariffs/fl_brw_access_tariff_no_3.ashx)

Switched access price lists for Focal Communications Corporation of Florida are available as a public record from the Florida Public Service Commission.

Answer provided by: Counsel

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

**Response:**

Broadwing objects that the information sought in this interrogatory is Not Relevant to Qwest's claims herein, and further objects to any characterization of its activities as a "decision to offer" rates, terms and conditions different from its price list. In an effort to be responsive, Broadwing states that the documents identified in Confidential Attachment A were entered into for the reasons expressed therein, including but not limited to settlement of unique disputes between the parties. Broadwing is continuing its investigation and reserves the right to supplement this response if necessary.

Answer provided by: Counsel

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

**Response:**

Pursuant to Rule 1.340(c), Fla.R.Civ.P., the answer to this interrogatory may be derived by examining the documents identified in Confidential Attachment A.

Answer provided by: Counsel

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

**Response:**

SEE CONFIDENTIAL ATTACHMENT A

Answer provided by: Counsel

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

**Response:**

Broadwing objects that this interrogatory is Unduly Burdensome and the total dollars and minutes of use is Not Relevant to Qwest's claim that it is entitled to be charged the same rate as that charged to any other IXC. Broadwing further states that it is continuing its investigation and reserves the right to supplement this response.

Answer provided by: Counsel

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

**Response:**

Broadwing objects to any implication that doing so is or may be required, and further objects that the information sought is Not Relevant to Qwest's claims herein. Broadwing responds as follows subject to its objections: No. It is not Broadwing's practice to publish confidential settlement agreements or other confidential documents.

Answer provided by: Counsel

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

**Response:**

Broadwing objects to any implication that doing so is or may be required, and further objects that the information sought is Not Relevant to Qwest's claims herein. Broadwing responds as follows subject to its objections: No. It is not Broadwing's practice to publish confidential settlement agreements or other confidential documents.

Answer provided by: Counsel

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

**Response:**

To the extent that any IXC, including Qwest, has the same collection of services, architectural arrangements, call volumes and types, and where applicable, the ability to provide reciprocal services, as the entities entering into these agreements, to the best of current management's knowledge, Broadwing would have been willing to enter into a commercial agreement (or in the context of a dispute similar to those presented above, a settlement agreement) on similar terms and conditions.

Answer provided by: Counsel

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

**Response:**

Broadwing believes that in Florida, Qwest pays Broadwing's tariffed/listed rate, which is the same rate paid by carriers that do not have the same collection of services, architectural arrangements, call volumes and types, and where applicable, the ability to provide reciprocal services, as the entities entering into the above-referenced agreements. Further, certain agreements were entered into in settlement of unique disputes between the parties.

Answer provided by: Counsel

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

**Response:**

Broadwing objects to any implication that doing so is or may be required, and states that responsive information is not available to the extent any agreement pre-dates Level 3's acquisition of Broadwing in 2007.

Answer provided by: Counsel

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

**Response:**

The agreements speak for themselves. Pursuant to Rule 1.340(c), Fla.R.Civ.P., the answer to this interrogatory may be derived by examining documents identified in Confidential Attachment A.

Answer provided by: Counsel

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

**Response:**

Broadwing objects to any implication that doing so is or may be required, and states that responsive information is not available to the extent any agreement pre-dates Level 3's acquisition of Broadwing in 2007.

Answer provided by: Counsel

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

**Response:**

Broadwing objects to any implication that doing so is or may be required, and states that responsive information may is not available to the extent any agreement pre-dates Level 3's acquisition of Broadwing in 2007.

Answer provided by: Counsel

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.



**Response:**

The agreements speak for themselves. The content of those agreements can be ascertained by a review of those agreements, and is not dependent on who negotiated their terms. Broadwing is continuing its investigation, and states that responsive information is not available to the extent any agreement pre-dates Level 3's acquisition of Broadwing in 2007.

Answer provided by: Counsel

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

**Response:**

Broadwing objects to any implication that doing so is or may be required, and further objects that the information sought relating to other states is Not Relevant to Qwest's claims herein. Broadwing responds as follows subject to its objections: No. It is not Broadwing's practice to publish confidential settlement agreements or other confidential documents.

Answer provided by: Counsel

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Response:**

Not applicable.

Answer provided by: Counsel

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

**Response:**

Broadwing objects to any implication that doing so is or may be required, and further objects that the information sought is Not Relevant to Qwest's claims herein. Broadwing responds as follows subject to its objections: No. It is not Broadwing's practice to publish confidential settlement agreements or other confidential documents.

Answer provided by: Counsel

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Response:**

Not applicable.

Answer provided by: Counsel

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

**Response:**

Broadwing objects to any implication that doing so is or may be required, and further objects that the information sought is Not Relevant to Qwest's claims herein. Broadwing responds as follows subject to its objections: It is not Broadwing's practice to publish confidential settlement agreements or other confidential documents, however Broadwing is continuing its investigation regarding this issue.

Answer provided by: Counsel

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

**Response:**

As stated above, Broadwing is continuing its investigation regarding this issue.

Answer provided by: Counsel

**Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**Response:**

Without waiving, and subject to, the foregoing general objections, Broadwing states that, at this early stage of the case, it has not completed discovery and has not yet decided all of the arguments (legal and otherwise) it will and will not present to the Commission in defense of its position. Broadwing intends to propound discovery on Qwest in furtherance of this purpose. This notwithstanding, and in a good faith attempt to answer, Broadwing responds as follows:

An IXC makes a business decision on whether and how it will enter markets based on a number of factors including, but not limited to, access costs. An IXC also makes a

business decision on whether to serve and where it will serve as a stand-alone IXC or as both an IXC and a CLEC, and in which markets. An IXC also makes a business decision on whether, where and how it will explore ways to reduce switched access costs, such as by use of special access or other arrangements. And, ultimately, the end user customer chooses the carrier(s) from whom the end user obtains service.

Answer provided by: Counsel

**Interrogatory No. 4.** If your response to Interrogatory No. 3 above is other than an unqualified no, fully explain all ways in which an IXC can choose which local exchange carrier will provide it originating intrastate switched access.

**Response:**

Without waiving, and subject to, the foregoing general objections, Broadwing states that, at this early stage of the case, it has not completed discovery and has not yet decided all of the arguments (legal and otherwise) it will and will not present to the Commission in defense of its position. Broadwing intends to propound discovery on Qwest in furtherance of this purpose. This notwithstanding, and in a good faith attempt to answer, Broadwing responds as follows:

An IXC makes a business decision on whether and how it will enter markets based on a number of factors including, but not limited to, access costs. An IXC also makes a business decision on whether to serve and where it will serve as a stand-alone IXC or as both an IXC and a CLEC, and in which markets. An IXC also makes a business decision on whether, where and how it will explore ways to reduce switched access costs, such as by use of special access or other arrangements. And, ultimately, the end user customer chooses the carrier(s) from whom the end user obtains service.

Answer provided by: Counsel

**Interrogatory No. 5.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it terminating switched access in connection with an intrastate, long distance call?

**Response:**

Without waiving, and subject to, the foregoing general objections, Broadwing states that, at this early stage of the case, it has not completed discovery and has not yet decided all of the arguments (legal and otherwise) it will and will not present to the Commission in defense of its position. Broadwing intends to propound discovery on Qwest in furtherance of this purpose. This notwithstanding, and in a good faith attempt to answer, Broadwing responds as follows:

An IXC makes a business decision on whether and how it will enter markets based on a number of factors including, but not limited to, access costs. An IXC also makes a

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DEC 03 2011

QWEST  
REGULATORY LAW

CONFIDENTIAL

Docket No. 090538-TP  
Broadwing Confidential Discovery Responses  
Exhibit WRE-6B, Page 1 of 2

REDACTED

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CONFIDENTIAL ATTACHMENT A

TO

**BROADWING COMMUNICATIONS, LLC'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

---

**Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

Response:

Broadwing objects that this interrogatory is overly broad to the extent that it seeks information prior to the applicable statute of limitations. Without waiving such objection, Broadwing states that it has identified the following documents which it believes are responsive:



Each of the above-referenced documents has been produced by Broadwing to Qwest in another jurisdiction, or Qwest has received a copy of such document from the IXC.

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Page 1 of 2

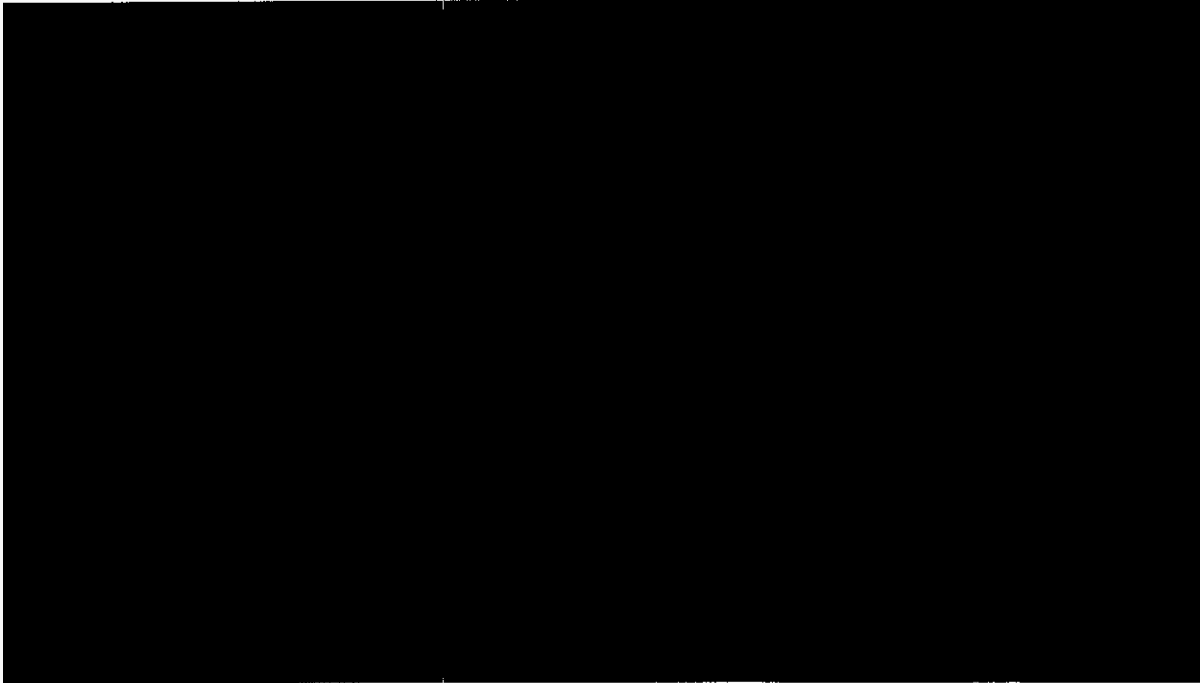
REDACTED

CONFIDENTIAL

**REDACTED**

**Interrogatory No. 1(d):** Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.

Response:



**REDACTED**

Focal Communications Corporation of Florida

Florida Price list No. 2  
1<sup>st</sup> Revised Page 94  
Cancels Original Page 94

RATES

5.1 Access Service

5.1.1 Service Orders

Nonrecurring  
Charge

(A) Service Implementation

(1) Installation Charge  
-Per trunk

\$ 90.00

(2) Access Order Charge  
-Per Access Request

\$ 35.00

(B) Service Date Change

\$ 40.00

-Per Access Order

(C) Design Change  
-Per Access Order

\$180.00

(D) DSO Expedite Charge  
-Per DSO Order

\$ 25.00

5.1.2 Switched Access Services

Per Access Minute

Originating and Terminating

\$0.050500

D N  
D N

Issued: July 15, 2003

Effective: July 16, 2003

By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
1<sup>st</sup> Revised Page 95  
Cancels Original Page 95

RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport

(A) Entrance Facility

	<u>Nonrecurring</u>	<u>Monthly</u>
(1) DS1 -Per Point of Termination	\$665.00	\$380.00
(2) Installation Charge	\$ 90.00	

(B) Common Switched Transport

Per Access Minute

(C) Direct Trunked Transport

<u>Facility Mileage</u>	<u>Monthly Rate</u>	<u>Per Mile</u>
DS1	\$90.00	\$23.50
DS3	\$1,200	\$175.00

N

Issued: July 15, 2003

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David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
1<sup>st</sup> Revised Page 96  
Original Page 96

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

Per Access Minute

(D)

D

Rate Per Call Blocked

(E) Network Blocking Charge<sup>1</sup> \$0.007600

(F) Chargeable Optional Features

Nonrecurring

(1)	SS7 Signaling Option Conversion	
	-Per First Trunk Converted	\$169.77
	-Per Additional Trunk Converted	\$ 34.34
(2)	Change in Point Code	
	-Per change	\$40.00

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<sup>1</sup>Applies to FG D only

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By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601



Focal Communications Corporation of Florida

Florida Price list No. 2  
Original Page 97

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(G) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement  
-Per Transmission Path

SF Supervisory Signaling arrangement  
-Per Transmission Path

E&M Type I Supervisory Signaling arrangement  
-Per Transmission Path

E&M Type II Supervisory Signaling arrangement  
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement  
(available with FGD)  
-Per Transmission Path

(2) Customer specification of the receive  
transmission level at the first point  
of switching within a range acceptable  
to the Company  
(available with FGB)  
-Per Transmission Path

---

Issued: July 15, 2003

Effective: July 16, 2003

By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
Original Page 98

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(G) Non-chargeable Optional Features (cont'd.)

- (3) Customer specification of Local Transport Termination  
Four-wire termination in lieu of two-wire termination  
(available with FGB)  
-Per Transmission Path
- (4) Signaling System 7  
-Per signaling connection arranged
- (5) 64 kbps Clear Channel Capability  
-Per Transmission Path

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Issued: July 15, 2003

By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Effective: July 16, 2003

Focal Communications Corporation of Florida

Florida Price list No. 2  
1<sup>st</sup> Revised Page 99  
Cancels Original Page 99

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office

Local Switching

Per Access Minute

(1)

D

(2) Common Switching Chargeable Optional Features

	<u>Rate</u>
Automatic Number Identification/ SS7 Charge Number -Per Attempt	\$0.00008

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Issued: July 15, 2003

Effective: July 16, 2003

By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
Original Page 100

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

(3) Common Switching Non-Chargeable Optional Features

Up to seven Digit Outpulsing of Access  
Digits to Customer  
(available with FGB)  
-Per Transmission Path Group

Service Class Routing  
(available with FGD)  
-Per Transmission Path Group

Alternate Traffic Routing  
(available with FGD)  
-Per Transmission Path Group

International Carrier Option  
(available with FGD)  
-Per End Office and Access Tandem

SS7 Signaling Option  
-Calling Party Number  
(available with FGD)

-Carrier Selection Parameter  
(available with FGD)

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Issued: July 15, 2003

Effective: July 16, 2003

By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
1<sup>st</sup> Revised Page 101  
Cancels Original Page 101

RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

(4) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,  
Terminating or Two-Way Operation  
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk  
(available with FGB)

Operator Trunk, Full Feature Arrangement  
(available with FGD)

Operator Trunk, Assist Feature  
(available with FGD)

(5) Non-Chargeable SS7 Signaling Option

Calling Party Number  
(available with FGD)

Charge Number  
(available with FGD)

Carrier Selection Parameter  
(available with FGD)

Access Transport Parameter  
(available with FGD)

(6)	<u>Monthly</u>	<u>Recurring Charge</u>
Multiplexing DS3 to DS1	\$725.00	
Dedicated Switch Port Per DS1 Port		\$60.00

N  
|  
N

Issued: July 2, 2003

Effective: July 3, 2003

By

David K. Tatak, Director of Regulatory Affairs  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
SECTION 5  
Original Page 102

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RATES

5.1 Access Services (cont'd.)

5.1.5 800 Data Base Access Service

	<u>Rate</u>
(A) Customer Identification -Per Query	\$0.00431
(B) Customer Delivery Charge -Per Query	\$0.00421

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Issued: October 11, 2001

Effective: October 12, 2001

By

John R. Barnicle, Executive Vice President  
200 North LaSalle Street  
Chicago, IL 60601

Focal Communications Corporation of Florida

Florida Price list No. 2  
SECTION 5  
Original Page 103

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RATES

5.1 Access Services (cont'd.)

5.1.6 Local Exchange Access Service

	<u>Rate</u>
Terminating Usage - Per Minute of Use	\$0,00175

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Issued: October 11, 2001

By

John R. Barnicle, Executive Vice President  
200 North LaSalle Street  
Chicago, IL 60601

Effective: October 12, 2001

Focal Communications Corporation of Florida

Florida Price list No. 2  
Original Page 104

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RATES

5.2 Miscellaneous Services

5.2.1 Presubscription

Non-Recurring  
Charge

Presubscription,  
-Per Telephone Exchange Service  
Line or Trunk

\$5.00

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Issued: October 11, 2001

Effective: October 12, 2001

By

John R. Barnicle, Executive Vice President  
200 North LaSalle Street  
Chicago, IL 60601



Focal Communications Corporation of Florida

Florida Price list No. 2  
SECTION 5  
Original Page 105

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RATES

5.3	<u>Billing and Collection Services</u>	<u>Recurring Charge</u>
5.3.1	<u>Recording</u> -Per Customer Message	\$0.0081
5.3.2	<u>Automatic Number Identification</u> -Per Attempt	\$0.0121
5.3.3	<u>Billing Name and Address</u> - Service Establishment Charge*	\$ 250.00
	- Query Charge Per Telephone Number	\$0.20

\* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

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Issued: October 11, 2001

Effective: October 12, 2001

By

John R. Barnicle, Executive Vice President  
200 North LaSalle Street  
Chicago, IL 60601

**REDACTED**

Docket No. 090538-TP  
Budget-  
Exhibit WRE-8, Page 1 of 5

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA**

Re: Amended Complaint of QWEST COMMUNICATIONS COMPANY, LLC Against MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (D/B/A VERIZON ACCESS TRANSMISSION SERVICES), XO COMMUNICATIONS SERVICES, INC., TW TELECOM OF FLORIDA, L.P., GRANITE COMMUNICATIONS, LLC, COX FLORIDA TELCOM, L.P., BROADWING COMMUNICATIONS, LLC, ACCESS POINT, INC., BIRCH COMMUNICATIONS, INC., BUDGET PREPAY, INC., BULLSEYE TELECOM, INC., DELTACOM, INC., ERNEST COMMUNICATIONS, INCL, FLATEL, INC., LIGHTYEAR NETWORK SOLUTIONS, LLC, NAVIGATOR TELECOMMUNICATIONS, LLC PAETEC COMMUNICATIONS, INC., STS TELECOM, LLC, US LEC OF FLORIDA, LLC, WINDSTREAM NUVOX, INC., AND JOHN DOES 1 THROUGH 50, For unlawful Discrimination.

Docket No. 090538-TP

Filed December 9, 2011

**RESPONDENT BUDGET PREPAY, INC.'S RESPONSE TO QWEST COMMUNICATIONS COMPANY, LLC'S FIRST SET OF INTERROGATORIES (1-7) AND DOCUMENT REQUESTS (1-5) TO BUDGET**

Respondent BUDGET PREPAY, INC. ("BUDGET"), by and through the undersigned Counsel, hereby files its Response to Qwest Communications Company, LLC's ("QWEST") First Set of Interrogatories (1-7) and Document Requests (1-5) to Budget, and in support thereof states as follows<sup>1</sup>:

**RESPONSES TO INTERROGATORIES**

**Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

<sup>1</sup> All responses and objections hereto have been provided by Alan C. Gold, Esq., Alan C. Gold, PA, 1501 Sunset Drive, 2<sup>nd</sup> Floor, Coral Gables, FL 33143, who is Counsel to Respondent BUDGET.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust,

discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event

BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission

("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not

utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, not to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.



BUDGET objects to said interrogatory on the basis that any appendices or summaries are readily available to QCC as a matter of public record.

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

BUDGET objects to said interrogatory as being vague and ambiguous.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364

which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, not to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, not to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

BUDGET objects to said interrogatory as being vague and ambiguous. It is unclear what Qwest means by "similarly situated." Furthermore, said interrogatory calls for a legal conclusion.

BUDGET objects to said interrogatory because it seeks to shift QWEST's burden of proof to demonstrate that QWEST is similarly situated to AT&T or any other ILEC. BUDGET is unable to answer said interrogatory since QWEST has not met its burden of proof, has not yet responded to any discovery on this issue, and has failed to assert facts which support its claims.

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relief sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, not to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event

BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

BUDGET objects to said interrogatory as being vague and ambiguous. It is unclear what Qwest means by "similarly situated." Furthermore, said interrogatory calls for a legal conclusion.

BUDGET objects to said interrogatory because it seeks to shift QWEST's burden of proof to demonstrate that QWEST is similarly situated to AT&T or any other ILEC. BUDGET is unable to answer said interrogatory since QWEST has not met its burden of proof, has not responded to any discovery on this issue, and has failed to assert facts which support its claims.

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, not to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C. Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source

of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)).



The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

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

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, not to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

BUDGE objects to said interrogatory as improper in that it shifts QWEST's burden of proof without legal justification.

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364

which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential" practices extends only to those practices unjust in reference to the public, i.e. the ratepayers, not utility companies. See id. (citing Metropolitan Edison Co. v. Federal Energy Regulatory Commission, 595 F.2d 851, 855 (D.C.Cir. 1979)).

BUDGET objects to said interrogatory on the basis of confidentiality and right of privacy. The interrogatory seeks information which is confidential and proprietary. In the event BUDGET must produce said information, it should only be produced subject to a protective order and/or non-disclosure agreement between the parties.

BUDGET objects to said interrogatory on the basis that it is overly broad, unduly burdensome, and not relevant. The information sought relates to time periods beyond the statute of limitations period applicable to QWEST's action.

BUDGET objects to said interrogatory as improper in that it shifts QWEST's burden of proof without legal justification.

**Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**Response:**

BUDGET objects to said interrogatory on the basis of relevancy. Said interrogatory is not likely to lead to admissible evidence because the Florida Public Service Commission ("Commission") lacks subject matter jurisdiction over QWEST's claims in this action and lacks the authority to award the relieve sought by Qwest. Specifically, the statutes under Chapter 364 which concern the Commission's authority to set rates for ratepayers does not provide the source of jurisdiction to the Commission for modification of contracts between telephone companies. See United Telephone Company of Florida v. Public Service Commission, 496 So.2d 116, 118 (Fla. 1986). The statutes under Chapter 364 which empower the Commission to alter unjust, discriminatory rates as applied to ratepayers also do not authorize the Commission to alter the contractual relationship between telephone companies in an attempt to correct inequities. See id. at 119. Chapter 364, similar to its federal counterpart, is designed to give the Commission the power to protect the public interest, no to protect the economic interest of utility companies. See id. (citing Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 355 (1956)). The regulatory authority to correct "unjust, unreasonable, unduly discriminatory or preferential"

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**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- **Non-Recurring Charges:** One-time charges that apply for a specific work activity.
- **Recurring Charges:** Fixed charges apply each month and depend on the number and type of facilities in place.
- **Usage Charges:** Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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**Issued: January 16, 2004**

**Issued By: Art Magee, Comptroller**

**Ronald Munn, Director  
Regulatory & Revenue Assurance  
1325 Barksdale Blvd., Suite 200  
Bossier City, Louisiana 71111**

**Effective: January 17, 2004**

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories**

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

**Common Line**

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

**Switched Transport**

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

**End Office Switching**

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

A. BellSouth Service Area

Originating \$0.0334200  
Terminating \$0.0334200

B. Verizon Service Area

Originating \$0.0334200  
Terminating \$0.0334200

C. Sprint Service Area

Originating \$0.0334200  
Terminating \$0.0334200

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d/b/a Budget Phone

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Original Page No. 51

ACCESS PROVIDER SERVICES PRICE LIST

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.4 Rates and Charges, (Cont'd.)**

5.4.2 Toll-Free 8XX Data Base Query

Per Query \$0.0041

5.4.3 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB).*

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Issued: January 16, 2004

Effective: January 17, 2004

Issued By: Art Magee, Comptroller

Ronald Munn, Director  
Regulatory & Revenue Assurance  
1325 Barksdale Blvd., Suite 200  
Bossier City, Louisiana 71111



Budget PrePay, Inc.  
d/b/a Budget Phone

ACCESS PROVIDER SERVICES PRICE LIST

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**SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**

**7.1 Contracts**

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**7.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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**Issued: January 16, 2004**

**Issued By: Art Magee, Comptroller**

Ronald Munn, Director  
Regulatory & Revenue Assurance  
1325 Barksdale Blvd., Suite 200  
Bossier City, Louisiana 71111

**Effective: January 17, 2004**

**\*\*REDACTED\*\***

**BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA**

Amended Complaint of

QWEST COMMUNICATIONS COMPANY, LLC,

Docket No. 090538-TP

Against

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

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**RESPONSE OF BULLSEYE TELECOM, INC. TO  
FIRST SET OF INTERROGATORIES (1-8) AND DOCUMENT REQUESTS (1-5)  
FROM QWEST COMMUNICATIONS COMPANY, LLC**

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BullsEye Telecom, Inc. ("BullsEye"), by and through its undersigned counsel, hereby responds to the *First Set of Interrogatories (1-8) and Document Requests (1-5) from Qwest Communications Company, LLC* ("QCC").

Information in these responses was supplied by Peter LaRose, BullsEye Telecom, Inc., and counsel.

**BULLSEYE RESPONSES TO INTERROGATORIES**

**Interrogatory No. 1.** *Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."*

**BULLSEYE RESPONSE:**

BullsEye objects to this interrogatory since it is not likely to produce relevant or admissible evidence, given that, *inter alia*, the Florida Public Service Commission does not have subject matter jurisdiction over QCC's claims in this proceeding and does not have authority to award the relief sought by QCC.

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

Moreover, BullsEye objects to the request as Overly Broad, Unduly Burdensome, and Not Relevant, since the request seeks, *inter alia*, information relating to time periods beyond the statute of limitations period applicable to QCC's claims.

Without waiving, and subject to all stated objections, BullsEye identifies the following agreement: a nationwide settlement agreement between BullsEye and AT&T Corp. ("AT&T Agreement").

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

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

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

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

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

Without waiving and subject to the objections stated herein, please refer to the AT&T Agreement and BullsEye's price list on file with the Commission for their rates, terms and conditions.

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

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

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

Without waiving and subject to all stated objections, BullsEye responds that it was coerced by AT&T to enter the settlement agreement. Prior to entering the agreement, AT&T unlawfully withheld all access charge payments under BullsEye's filed tariffs and price lists on a nationwide basis. AT&T refused to make any payments to BullsEye, unless BullsEye agreed to enter a settlement agreement under rates, terms and conditions demanded by AT&T.

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

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

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

Without waiving, and subject to all stated objections, please refer to the AT&T Agreement for its effective date.

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

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

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

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

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

**BULLSEYE RESPONSE:**

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

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

*f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?*

**BULLSEYE RESPONSE:**

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

BullsEye further objects to this request on the grounds that any appendices or summaries are readily available to QCC.

Without waiving, and subject to all stated objections, BullsEye refers QCC to BullsEye's price list on file with the Florida Public Service Commission.

*g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.*

**BULLSEYE RESPONSE:**

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

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

Without waiving, and subject to all stated objections, BullsEye states that the existence of AT&T's off-tariff agreements for switched access was made publicly known in a 2004 proceeding before the Minnesota Public Utilities Commission. The existence of the agreement has also been made publicly known in proceedings before the Colorado Public Utilities Commission, California Public Utilities Commission and Florida Public Service Commission, to which QCC is a party

*h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.*

**BULLSEYE RESPONSE:**

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

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

**BULLSEYE RESPONSE:**

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

This request is likewise improper to the extent it seeks to shift QCC's burden of proof to demonstrate that QCC is similarly situated to AT&T.

Without waiving, and subject to all stated objections, BullsEye responds that it is unable to respond to this request since QCC, as Complainant, has not met its burden of proof, has not yet responded to any discovery on this question, and has failed even to assert the existence of facts that may support any valid claim.

j. *With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?*

**BULLSEYE RESPONSE:**

BullsEye responds to this request pursuant to the same objections and in the same manner as stated in response to subpart i., above.

k. *Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.*

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

BullsEye further objects to this request as Overly Broad, Unduly Burdensome and Not Relevant.

Without waiving and subject to the objections stated herein, BullsEye refers QCC to the AT&T Agreement for its terms.

l. *Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?*

**BULLSEYE RESPONSE:**

BullsEye objects to this request pursuant to the same specific objections provided in response to Interrogatory No. 1 above, and further objects to this request as Not Relevant.

Without waiving and subject to all stated objections, BullsEye refers QCC to the response to Interrogatory No. 2(b) above.

m. *Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?*

**BULLSEYE RESPONSE:**

BullsEye responds to this request pursuant to the same objections and in the same manner as stated in response to subpart l., above.



n. *Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC:*

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Without waiving and subject to all stated objections, BullsEye identifies the following employees:

Peter LaRose, Vice President, Finance  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

William H. Oberlin, CEO  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

o. *During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?*

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same specific objections provided in response to Interrogatory No. 1 above. BullsEye further objects to this request as Overly Broad, Unduly Burdensome and Not Relevant.

Without waiving and subject to all stated objections, BullsEye states that the existence of AT&T's agreements was made publicly known in a 2004 proceeding before the Minnesota Public Utilities Commission.

p. *If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.*

**BULLSEYE RESPONSE:**

BullsEye responds to this request pursuant to the same objections and in the same manner as stated in response to subpart o., above.

q. *During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?*

**BULLSEYE RESPONSE:**

BullsEye responds to this request pursuant to the same objections and in the same manner as stated in response to subpart o., above.

*r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the LXC's response to your request.*

**BULLSEYE RESPONSE:**

Please see the response to subpart q., above.

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

**BULLSEYE RESPONSE:**

BullsEye responds to this request pursuant to the same objections and in the same manner as stated in response to subpart o., above.

BullsEye further objects to this request as being improper to the extent it seeks to shift QCC's burden of proof.

*t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.*

**BULLSEYE RESPONSE:**

Please see the response to subpart s., above.

**Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**BULLSEYE RESPONSE:**

BullsEye objects to this request under the same objections provided in response to Interrogatory No. 1 above.

BullsEye further objects to this request on the grounds that it Calls for a Legal Conclusion. This request is likewise improper to the extent it seeks to shift QCC's burden of proof.

BullsEye Telecom, Inc.

Florida Price List No. 2  
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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges**

**3.9.1 Common Line Access Service**

**A. Carrier Common Line**

Per Originating Minute: Note 1  
Per Terminating Minute: Note 1

**3.9.2 Switched Transport Service**

**A. Nonrecurring Charges**

**1. Trunk Charges**

Per Trunk: ICB

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

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Issued: November 6, 2003

Effective: November 7, 2003

Issued By: Charles L. Schneider, Jr., Director-Network Administration  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

fla0302

BullsEye Telecom, Inc.

Florida Price List No. 2  
Original Page 61

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.2 Switched Transport Service (Continued)**

**B. Monthly Recurring Charges**

**1. Direct-Trunked Transport**

All elements of Direct-Trunked Transport are priced on an Individual Case Basis (ICB).

**C. Usage Charges**

**1. Tandem Switched Transport**

- |    |  |        |
|----|--|--------|
| A. | Tandem Switched Transport, per Minute:           | Note 1 |
| B. | Tandem Switched Transport, per Minute, per Mile: | Note 1 |
| C. | Tandem Switching, per Minute:                    | Note 1 |

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

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**BullsEye Telecom, Inc.**

**Florida Price List No. 2  
Original Page 62**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.3 End Office Switching**

**A. Local Switching**

Per Minute: \$0.04100

**B. Transport Interconnection Charge**

Per Minute: Note 1

**C. Information Surcharge**

Per Minute: Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

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**BullsEye Telecom, Inc.**

**Florida Price List No. 2  
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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.4 Toll-Free 8XX Data Base Access Service**

Per Query: \$0.0055

**3.9.5 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 5 of this price list.

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BullsEye Telecom, Inc.

Florida Price List No. 2  
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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.6 Service Order Charges**

Service Order Charges are non-recurring charges to recover the administrative costs associated with initiating Access Service.

**A. Service Implementation**

.1	Access Order Charge, per Access Request:	\$60.001
.2	Installation Charge, per Trunk:	\$115.00

**B. Service Date Change, per Access Order** \$25.00

**C. Design Change/Partial Cancellation Charge**  
Per Access Order: \$50.00

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Issued: November 6, 2003

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25900 Greenfield Road, Suite 330  
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**BullsEye Telecom, Inc.**

**Florida Price List No. 2  
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## **SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

### **5.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this price list. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

### **5.2 Special Service Arrangements**

**5.2.1** If a Customer's requirements cannot be met by services included in this price list, or pricing for a service is shown in this price list as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's price lists or tariffs.

**5.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**5.2.3** If and when a special service arrangement becomes a regular Company offering, the price list rate or rates will apply from the date of price list approval.

### **5.3 Non-Routine Installation Charges**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

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Effective: November 7, 2003

Issued By:

Charles L. Schneider, Jr., Director-Network Administration  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

fla0302



BullsEye Telecom, Inc.

Florida Price List No. 2  
Original Page 67

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**SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)**

**5.4 Special Construction Charges**

**5.4.1 General**

- A.** Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- .1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - .2 of a type other than that which the Company would normally utilize in the furnishing of its services;
  - .3 over a route other than that which the Company would normally utilize in the furnishing of its services;
  - .4 in a quantity greater than that which the Company would normally construct;
  - .5 on an expedited basis;
  - .6 on a temporary basis until permanent facilities are available;
  - .7 involving abnormal costs;
  - .8 in advance of its normal construction; or
  - .9 when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list.
- B.** Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C.** Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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Issued: November 6, 2003

Effective: November 7, 2003

Issued By: Charles L. Schneider, Jr., Director-Network Administration  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

fla0302

**\*\*REDACTED\*\***

**REDACTED**

Docket No. 090538-TP  
2011 DeltaCom-AT&T Agreement  
Exhibit WRE-14B, Page 1 of 7

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
2011 DeltaCom-AT&T Agreement  
Exhibit WRE-14B, Page 1 of 7

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
DeltaCom-Sprint Agreement  
Exhibit WRE-14C, Page 1 of 5

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Cox Florida Telecom, L.P.; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PacTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

Docket No. 090538-TP

Dated: December 2, 2011

**DELTA COM, INC.'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

DELTA COM, INC., ("DELTA COM") hereby submits its objections and responses to Qwest Communications Corporation, LLC's ("Qwest" or "QCC") First Set of Interrogatories and Document Requests (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

**GENERAL OBJECTIONS AND RESERVATION OF RIGHTS**

DELTA COM makes the General Objections, which also includes the reservation of rights, provided below to each and every Data Request and also incorporates each of the General

DELTA COM's responses to Qwest's Data Requests incorporate the above general objections and are provided subject to and without waiving those objections. Additional specific objections are provided below.

### **INTERROGATORIES**

**Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

**Any responsive agreements, and other requested documents related thereto, are confidential information and will only be provided to Qwest upon execution of a mutually acceptable non-disclosure agreement. Such documents will be provided to the Commission staff at the same time, subject to a claim for confidentiality in accordance with the Commission's rules. DELTA COM may therefore supplement this response and any related responses at a later date, as appropriate. DELTA COM also objects to the scope of this Data Request as seeking information outside the relevant time period for the applicable statute of limitations, expired agreements, settlement agreements and agreements consistent with a price list and is therefore not relevant. That said, without waiving and subject to the general and specific objections stated, DELTA COM identifies the following agreements:**

- (1) September 2002 agreement between AT&T Corp and ITC DeltaCom Communications, Inc.**
- (2) January 2011 agreement between AT&T Corp and DeltaCom Inc. and Business Telecom, Inc.**
- (3) March 2002 agreement between Sprint Communications Company LP and ITC DeltaCom Communications, Inc.**

**Answer provided by: Counsel (objection) and Jerry Watts, VP, Government & Industry Affairs, Earthlink**

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

**In response to all subparts to Interrogatory No. 2, DELTA COM refers QCC to its response to Interrogatory No. 1 above.**

Further, aside from the general objections stated above, DELTA COM also asserts the specific objections shown below for particular subparts to Interrogatory No. 2.

Answers to all Interrogatory No. 2 subparts provided by: Counsel (objections) and Jerry Watts, VP, Government & Industry Affairs, Earthlink

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

See DELTA COM response to Interrogatory No. 1 above.

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

See DELTA COM response to Interrogatory No. 1 above. The reasons explaining or supporting any responsive agreements would include, but not be limited to: the counter-party's unique size and status in the markets; the counter-party's geographic and network presence, including points of interconnection; the volume, nature and history of all services purchased by and between the parties; the importance of the broader business relationship of the parties; the relative position and strength of the parties in the markets; the significance, history and services which were the subject of disputes between the parties which were settled at the end of lengthy negotiations in whole or in part by any such agreements. Further, it is common knowledge in the industry that AT&T refused to pay CLEC price list rates for switched access beginning in the early 2000's, continuously disputed such rates, and used its position to leverage settlements.

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

See DELTA COM response to Interrogatory No. 1 above.

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

See Response to Interrogatory No. 1 above. The AT&T 2011 Agreement superseded AT&T 2002 Agreement; the AT&T 2011 Agreement is still in place; the Sprint Agreement terminated in April 2010.



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

**DELTA COM objects on the grounds that information responsive to this request is unduly burdensome to produce, is carrier proprietary information and is irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding.**

**Any responsive documents will be confidential information and will not be provided to Qwest without execution of a mutually acceptable non-disclosure agreement. DELTA COM may therefore supplement this response and any related responses at a later date, as appropriate.**

**Answer provided by: Counsel (objection)**

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

**DELTA COM objects to the foregoing as irrelevant. Appending or filing agreements is not required by Florida law and failure to append/file does not constitute a violation of law. Without waiving and subject to its general and specific objections, DELTA COM responds in the negative.**

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

**DELTA COM objects to the foregoing as irrelevant. Publication of agreements is not required by Florida law and failure to publish does not constitute a violation of law. Without waiving and subject to its general and specific objections, DELTA COM responds in the negative.**

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and**

**subject to its general and specific objections, DELTA COM responds in the negative.**

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

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Subject to and without waiving its general or specific objections, DELTA COM refers to its answer to Interrogatory No. 2(b).**

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Subject to and without waiving its general or specific objections, DELTA COM refers to its answer to Interrogatory No. 2(b).**

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

**DELTA COM refers to its answer to Interrogatory No. 1.**

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and subject to its general and specific objections, DELTA COM responds in the negative.**

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and subject to its general and specific objections, DELTA COM responds in the negative.**

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

**DELTA COM objects to the foregoing as vague and ambiguous and as not relevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding.**

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Filing agreements is not required by Florida law and failure to file does not constitute a violation of law. Without waiving and subject to its general and specific objections, DELTA COM responds in the negative.**

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Not applicable.**

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Disclosing agreements is not required by Florida law and failure to disclose does not constitute a violation of law. Without waiving and subject to its general and specific objections, DELTA COM responds in the negative.**

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Not applicable.**

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

**DELTA COM objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues at issue in this proceeding. Publication or disclosure of agreements is not required by Florida law and failure to publish/disclose does not constitute a violation of law. Without waiving and subject to its general and specific objections, DELTA COM responds that it has no record of discussing or producing any agreements to Qwest.**

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

**See response to subpart (s) above.**

**Interrogatory No. 3. Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?**

**DELTA COM states that, at this early stage of the case, DELTA COM objects to this request on the grounds that it improperly seeks DELTA COM's position on an issue that has not been raised to date in this proceeding. Without waiving and subject to the general and specific objections, DELTA COM states it has not yet fully analyzed or taken a position on this issue in the context of this docket. DELTA COM has also not completed discovery and has not yet determined all of the arguments (legal and otherwise) it will and will not present to the Commission in defense of its position. DELTA COM intends to propound discovery on Qwest in furtherance of this purpose. This notwithstanding, and in a good faith attempt to answer, DELTA COM responds as follows. An IXC makes a business decision on whether and how it will enter markets based on a number of factors including, but not limited to, access costs. An IXC also makes a business decision on whether to serve and where it will serve as a stand-alone IXC or as both an IXC and a CLEC, and in which markets. An IXC also makes a business decision on whether, where and how it will explore ways to reduce switched access costs, such as by use of special access or other arrangements.**

**Answer provided by: Counsel (objection) and Jerry Watts, VP, Government & Industry Affairs, Earthlink**

ITC^DeltaCom Communications, Inc.  
d/b/a ITC^DeltaCom  
Florida

Switched Access Tariff  
Original Page 51  
Transmittal No. 1

SECTION 3 - SWITCHED ACCESS SERVICE

3.7 Rates and Charges

3.7.1 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.7.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.7.3 Charges

- .1 End Office Local Switching  
Usage Sensitive Rates  
- per access minute

	Rate
LS2	\$.00876
LS2 Indiantown	\$.01150
For All other ILECS	\$.01770

ISSUED: August 25, 1998

EFFECTIVE: August 26, 1998

Nanette S. Edwards, Regulatory Affairs Manager  
700 Boulevard South, STE 101  
Huntsville, Alabama 35802

ITC^DeltaCom Communications, Inc.  
d/b/a ITC^DeltaCom  
Florida

Switched Access Tariff  
Original Page 52  
Transmittal No. 1

SECTION 3 - SWITCHED ACCESS SERVICE

3.7 Rates and Charges, (Cont'd.)

3.7.3 Charges (Cont'd.)

.2 Local Transport

Local Channel/DS1

Nonrecurring Charges

	Monthly Rate	1st Service Installed	Additional Service
Installed Local Channel DS1	\$166.00	\$866.97	\$486.83

Interoffice Channel

Switched Access Common Transport

Facility Termination Per  
Access Minute of Use is \$.00046.

---

ISSUED: August 25, 1998      EFFECTIVE: August 26, 1998  
Nanette S. Edwards, Regulatory Affairs Manager  
700 Boulevard South, STE 101  
Huntsville, Alabama 35802

ITC^DeltaCom Communications, Inc.  
d/b/a ITC^DeltaCom  
Florida

Switched Access Tariff  
First Revision Page 53  
Cancels Original Page 53  
Transmittal No. 3

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SECTION 3 - SWITCHED ACCESS SERVICE

3.7 Rates and Charges, (Cont'd.)

3.7.3 Charges (Cont'd.)

.2 Local Transport (Cont'd.)

Access Tandem Switching

\$.00050 per access minute/per month

Diverse Tandem Routing (N)  
\$.02 per access minute/per |  
month (N)

Interconnection  
Per access minute of use/per month

\$0.01552

.3 Information Surcharge

Rate Per 100 Access Minutes \$.03218

---

ISSUED: June 7, 2000                      EFFECTIVE: June 8, 2000  
Nanette S. Edwards, Senior Manager - Regulatory Attorney (T)  
4092 South Memorial parkway (T)  
Huntsville, Alabama 35802

ITC^DeltaCom Communications, Inc.      Switched Access Tariff  
d/b/a ITC^DeltaCom                      Original Page 54  
Florida                                      Transmittal No. 1

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SECTION 3 - SWITCHED ACCESS SERVICE

- 3.7      Rates and Charges, (Cont'd.)
- 3.7.4      8XX Toll Free Dialing                      Per Query
- Per Toll Free Dialing Call with  
            POTS Number Delivery for Toll Free  
            Dialing Numbers with Optional  
            Complex Features, e.g. Call  
            Handling and Destination  
            Features (All but Vista-United)      \$.0045
- Vista-United                                      \$.2800
- 3.7.5      Directory Assistance Access Service
- Directory Assistance Service Call      \$.25  
            (Each call)

---

ISSUED: August 25, 1998                      EFFECTIVE: August 26, 1998  
Nanette S. Edwards, Regulatory Affairs Manager  
700 Boulevard South, STE 101  
Huntsville, Alabama 35802



ITC^DeltaCom Communications, Inc.  
d/b/a ITC^DeltaCom  
Florida

Switched Access Tariff  
Original Page 55  
Transmittal No. 1

SECTION 3 - SWITCHED ACCESS SERVICE

3.7 Rates and Charges, (Cont'd.)

3.7.6 Service Order Charges

		Nonrecurring Charges	
A.	Change of service, per request		\$92.00
B.	Trunk Side Service -per transmission path		\$5.00
C.	Common Block/Translations Related -per end office and tandem office <sup>1,2</sup>		\$62.00
D.	64 CCC Option FGD with CCSAC -per transmission path <sup>1</sup>	First \$470.00	Each Additional \$76.00
E.	DS1, per rearrangement	\$866.97	\$486.83

- <sup>1</sup> Services requested on multiple ASRs will be treated as one request when requirements are met.
- <sup>2</sup> This charge is in addition to that in 3.7.5A.

---

ISSUED: August 25, 1998      EFFECTIVE: August 26, 1998  
Nanette S. Edwards, Regulatory Affairs Manager  
700 Boulevard South, STE 101  
Huntsville, Alabama 35802

ITC^DeltaCom Communications, Inc.  
d/b/a ITC^DeltaCom  
Florida

Switched Access Tariff  
First Revision Page 56  
Cancels Original Page 56  
Transmittal No. 2

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SECTION 3 - SWITCHED ACCESS SERVICE

3.7 Rates and Charges (Cont'd).

3.7.6 Service Order Charges (Cont'd).

F. Transfer of Service

Per Billing Number	\$170.00
Trunk Side Service	
Per transmission Path	\$9.00

3.7.7 Primary Interexchange Carrier (PIC) Charge (N)

A \$15.00 PIC change charge will be incurred and billed to the carrier for each eligible line where a PIC change is made. (N)

---

ISSUED: July 1, 1999

EFFECTIVE: July 2, 1999

Nanette Edwards  
Senior Manager - Regulatory Attorney  
4092 South Memorial Parkway  
Huntsville, Alabama 35802

**REDACTED**

Docket No. 090538-TP  
2001 Ernest [REDACTED]  
Exhibit WRE-17A, Page 1 of 6

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
2007 Ernest [REDACTED]  
Exhibit WRE-17B, Page 1 of 2

**\*\*REDACTED\*\***

**REDACTED**



Adam L. Sherr  
Associate General Counsel  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191  
206-398-2507

December 15, 2011

General Counsel  
Ernest Communications, Inc.  
5275 Triangle Parkway, Suite 150  
Norcross, GA 30092

Paul Masters  
President  
Ernest Communications, Inc.  
5275 Triangle Parkway, Suite 150  
Norcross, GA 30092

Re: Florida PSC Case No. 090538-TP  
Failure to Respond to Discovery

Dear Mr. Masters and General Counsel:

On October 21, 2011, QCC served by mail its first interrogatories and first set of document requests to Ernest. An additional copy is enclosed. Pursuant to Rules 1.340 and 1.350 of the Florida Rules of Civil Procedure and Rule 28-106.206, F.A.C, Ernest had thirty (30) days to respond. QCC received no response, and no request for an extension of time to respond.

Please immediately advise as to when QCC should expect to receive your response.

Thank you.



Adam L. Sherr  
ALS/ldj  
Enclosures

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

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

Docket No. 090538-TP

Filed: August 1, 2011

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**QWEST COMMUNICATIONS COMPANY, LLC'S FIRST SET OF  
INTERROGATORIES (1-7) AND DOCUMENT REQUESTS (1-4) TO ERNEST**

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In accordance with Rules 1.280, 1.340 and 1.350, Florida Rules of Civil Procedure,  
Qwest Communications Company, LLC d/b/a CenturyLink QCC ("QCC") hereby serves this  
First Set of Interrogatories and Document Requests on Ernest Communications, Inc. ("Ernest").  
Responses should be served within 30 calendar days, and should be served electronically to the  
undersigned counsel of record, or in such other manner and at such other place as counsel may  
agree.

## INTERROGATORIES

**Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

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

- a. Identify which rates, terms or conditions set by the agreement differ (or at any time differed) from the rates, terms or conditions stated in your filed Florida switched access price list effective at the time of such difference.
- b. Fully describe all reasons explaining and supporting your decision to offer the IXC rates, terms and conditions for intrastate switched access different from the rates, terms and conditions set forth in your then-effective price list.
- c. Identify the precise date on which the agreement became effective.
- d. Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.
- e. Identify, by year, how many dollars, and for how many minutes of use, you billed the IXC for intrastate switched access services in Florida while the agreement was effective.
- f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?
- g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.
- h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.
- i. If you contend that QCC was not (at the time of the agreement became effective) similarly situated to the IXC party to the agreement, identify and fully explain all ways in which QCC and said IXC were not similarly situated.
- j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

**Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**Interrogatory No. 4.** If your response to Interrogatory No. 3 above is other than an unqualified no, fully explain all ways in which an IXC can choose which local exchange carrier will provide it originating intrastate switched access.



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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges**

**3.9.1 Common Line Access Service**

**A. Carrier Common Line**

- Per Originating Minute
- Per Terminating Minute

Note 1  
Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching.

---

Issued: February 3, 2003

By:

Paul Masters, President  
6475 Jimmy Carter Boulevard, Suite 300  
Norcross, Georgia 30071

Effective: February 4, 2003

*FLa0301*

---

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.2 Switched Transport Service**

**A. Nonrecurring Charges**

**1. Trunk Charges**

Per Trunk

ICB

---

Issued: February 3, 2003

By:

Paul Masters, President  
6475 Jimmy Carter Boulevard, Suite 300  
Norcross, Georgia 30071

Effective: February 4, 2003

FLa0301

---

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.2 Switched Transport Service (Continued)**

**B. Monthly Recurring Charges**

1. Direct-Trunked Transport

All elements of Direct-Trunked Transport are priced on an Individual Case Basis (ICB).

**C. Usage Charges**

1. Tandem Switched Transport

- |    |   |        |
|----|---|--------|
| A. | Tandem Switched Transport, per Minute           | Note 1 |
| B. | Tandem Switched Transport, per Minute, per Mile | Note 1 |
| C. | Tandem Switching, per Minute                    | Note 1 |

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching.

---

Issued: February 3, 2003

Effective: February 4, 2003

By:

Paul Masters, President  
6475 Jimmy Carter Boulevard, Suite 300  
Norcross, Georgia 30071

FLa0301

---

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.3 End Office Switching**

**A. Local Switching**

- Per Minute  
    Originating                     \$0.0200  
    Terminating                    \$0.0280

**B. Transport Interconnection Charge**

- Per Minute                     Note 1

**C. Information Surcharge**

- Per Minute                     Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching.

---

Issued: February 3, 2003

Effective: February 4, 2003

By:

Paul Masters, President  
6475 Jimmy Carter Boulevard, Suite 300  
Norcross, Georgia 30071

FLa0301

---

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.4 Toll-Free 8XX Data Base Access Service**

Per Query \$0.0055

**3.9.5 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

---

Issued: February 3, 2003

By:

Paul Masters, President  
6475 Jimmy Carter Boulevard, Suite 300  
Norcross, Georgia 30071

Effective: February 4, 2003

*FLa0301*

Ernest Communications, Inc.

---

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.9 Rates and Charges (Continued)**

**3.9.6 Service Order Charges**

Service Order Charges recover the administrative costs associated with initiating Access Service.

Per Service Order

ICB

---

Issued: February 3, 2003

Effective: February 4, 2003

By:

Paul Masters, President  
6475 Jimmy Carter Boulevard, Suite 300  
Norcross, Georgia 30071

FLa0301

---

**REDACTED**

Docket No. 090538-TP  
Flatel-  
Exhibit WRE-20, Page 1 of 2

**\*\*REDACTED\*\***

**REDACTED**



Adam L. Sherr  
Associate General Counsel  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191  
206-398-2507

December 15, 2011

Flatel, Inc.  
c/o Adrian Solar  
2300 Palm Beach Lakes Blvd  
Executive Center, Suite 100  
West Palm Beach, FL 33409

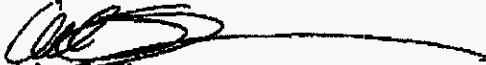
Re: Florida PSC Case No. 090538-TP  
Failure to Respond to Discovery

Dear Mr. Solar:

On October 21, 2011, QCC served by mail its first interrogatories and first set of document requests to Flatel. An additional copy is enclosed. Pursuant to Rules 1.340 and 1.350 of the Florida Rules of Civil Procedure and Rule 28-106.206, F.A.C, Flatel had thirty (30) days to respond. QCC received no response, and no request for an extension of time to respond.

Please immediately advise as to when QCC should expect to receive your response.

Thank you.

  
Adam L. Sherr  
ALS/l dj  
Enclosures



---

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

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

Docket No. 090538-TP

Filed: August 1, 2011

---

**QWEST COMMUNICATIONS COMPANY, LLC'S FIRST SET OF  
INTERROGATORIES (1-7) AND DOCUMENT REQUESTS (1-4) TO FLATEL**

---

In accordance with Rules 1.280, 1.340 and 1.350, Florida Rules of Civil Procedure, Qwest Communications Company, LLC d/b/a CenturyLink QCC ("QCC") hereby serves this First Set of Interrogatories and Document Requests on Flatel, Inc. ("Flatel"). Responses should be served within 30 calendar days, and should be served electronically to the undersigned counsel of record, or in such other manner and at such other place as counsel may agree.

### **INTERROGATORIES**

**Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

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

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

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

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

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

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

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

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

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

**Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**Interrogatory No. 4.** If your response to Interrogatory No. 3 above is other than an unqualified no, fully explain all ways in which an IXC can choose which local exchange carrier will provide it originating intrastate switched access.

RESERVED FOR FLATEL TARIFF

**REDACTED**

Docket No. 090538-TP  
Granite-AT&T Agreement  
Exhibit WRE-23A, Page 1 of 6

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA**

Amended Complaint of

QWEST COMMUNICATIONS COMPANY, LLC,

Docket No. 090538-TP

Against

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

**RESPONSE OF GRANITE TELECOMMUNICATIONS, LLC TO  
FIRST SET OF INTERROGATORIES (1-8) AND DOCUMENT REQUESTS (1-5)  
FROM QWEST COMMUNICATIONS COMPANY, LLC**

Granite Telecommunications, LLC ("Granite"), by and through its undersigned counsel, hereby responds to the *First Set of Interrogatories (1-8) and Document Requests (1-5) from Qwest Communications Company, LLC ("QCC")*.

Information in these responses was supplied by Geoff Cookman, Granite Telecommunications, LLC, and counsel.

**GRANITE RESPONSES TO INTERROGATORIES**

**Interrogatory No. 1.** *Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."*

**GRANITE RESPONSE:**

Granite objects to this interrogatory since it is not likely to produce relevant or admissible evidence, given that, *inter alia*, the Florida Public Service Commission does not have subject matter jurisdiction over QCC's claims in this proceeding and does not have authority to award the relief sought by QCC.

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

Moreover, Granite objects to the request as Overly Broad, Unduly Burdensome, and Not Relevant, since the request seeks, *inter alia*, information relating to time periods beyond the statute of limitations period applicable to QCC's claims.

Without waiving, and subject to all stated objections, Granite identifies the following agreements:

- (a) A nationwide settlement agreement between Granite and AT&T Corp. ("AT&T Agreement").
- (b) A nationwide informal settlement agreement between Granite and Sprint ("Sprint Informal Agreement"), and
- (c) A nationwide settlement agreement between Granite and Verizon Business ("Verizon Business Agreement").

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

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

**GRANITE RESPONSE:**

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



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

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

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

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

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

**GRANITE RESPONSE:**

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

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

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

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

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

**GRANITE RESPONSE:**

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

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

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

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

**GRANITE RESPONSE:**

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

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

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

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

**GRANITE RESPONSE:**

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

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

f. *Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?*

**GRANITE RESPONSE:**

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

Granite further objects to this request on the grounds that any appendices or summaries are readily available to QCC. Without waiving and subject to the objections stated herein, Granite refers QCC to Granite's price list on file with the Florida Public Service Commission.

g. *Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.*

**GRANITE RESPONSE:**

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

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

Without waiving, and subject to all stated objections, Granite states that the existence of the AT&T Agreement was made publicly known in 2004 in a proceeding before the Minnesota Public Utilities Commission, and the AT&T Agreement was itself made a public document in 2006. The existence of the Sprint Informal Agreement and the Verizon Business Agreement have been made publicly known in this and other proceedings to which QCC is a party.

h. *Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.*

**GRANITE RESPONSE:**

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

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

**GRANITE RESPONSE:**

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

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

j. *With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?*

**GRANITE RESPONSE:**

Granite responds to this request pursuant to the same objections and in the same manner as stated in response to subpart i., above.

k. *Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.*

**GRANITE RESPONSE:**

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

Granite further objects to this request as Overly Broad, Unduly Burdensome and Not Relevant.

Without waiving, and subject to all stated objections, Granite refers QCC to the agreements for their terms.

l. *Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?*

**GRANITE RESPONSE:**

Granite objects to this request pursuant to the same specific objections provided in response to Interrogatory No. 1 above, and further objects to this request as Not Relevant.

Without waiving, and subject to all stated objections, Granite refers QCC to the response to Interrogatory No. 2(b), above.

*m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?*

**GRANITE RESPONSE:**

Granite responds to this request pursuant to the same objections and in the same manner as stated in response to subpart l., above.

*n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.*

**GRANITE RESPONSE:**

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

Without waiving, and subject to all stated objections, Granite identifies the following employees:

Geoff Cookman, Director Carrier Relations  
Granite Telecommunications, LLC  
100 Newport Avenue Extension  
Quincy, MA 02171

Sam Kline, Vice President, Strategic Initiatives  
Granite Telecommunications, LLC  
100 Newport Avenue Extension  
Quincy, MA 02171

Paul Curran, Credit Manager  
Granite Telecommunications, LLC  
100 Newport Avenue Extension  
Quincy, MA 02171

*o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?*

**GRANITE RESPONSE:**

Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above. Granite further objects to this request as Overly Broad, Unduly Burdensome and Not Relevant.

Without waiving, and subject to all stated objections, Granite states that the existence of the AT&T Agreement was made publicly known in 2004 in a proceeding before the Minnesota Public Utilities Commission, and the AT&T Agreement was itself made a public document in 2006. The existence of the Sprint Informal Agreement and the Verizon Business Agreement have been made publicly known in this and other proceedings to which QCC is a party.

*p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.*

**GRANITE RESPONSE:**

Granite responds to this request pursuant to the same objections and in the same manner as stated in response to subpart o., above.

*q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?*

**GRANITE RESPONSE:**

Granite responds to this request pursuant to the same objections and in the same manner as stated in response to subpart o., above.

*r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.*

**GRANITE RESPONSE:**

Please see response to subpart q., above.

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

**GRANITE RESPONSE:**

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

t. *If your answer to subpart s. is other than an unqualified "no," fully explain your response.*

**GRANITE RESPONSE:**

Please see the response to subpart s., above.

**Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**GRANITE RESPONSE:**

Granite objects to this request under the same objections provided in response to Interrogatory No. 1 above. Granite further objects to this request on the grounds that it Calls for a Legal Conclusion. This request is likewise improper to the extent it seeks to shift QCC's burden of proof. Without waiving and subject to all stated objections, Granite responds that Granite is unable to respond to this request since QCC, as Complainant, has not met its burden of proof, has not yet responded to any discovery on this question, and has failed even to assert the existence of facts that may support any valid claim.

**Interrogatory No. 4.** If your response to Interrogatory No. 3 above is other than an unqualified no, fully explain all ways in which an IXC can choose which local exchange carrier will provide it originating intrastate switched access.

**GRANITE RESPONSE:**

Please see the objections and response provided above in response to Interrogatory No. 3.

**Interrogatory No. 5.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it terminating switched access in connection with an intrastate, long distance call?

**GRANITE RESPONSE:**

Please see the objections and response provided above in response to Interrogatory No. 3.

**Interrogatory No. 6.** If your response to Interrogatory No. 5 above is other than an unqualified no, fully explain all ways in which an IXC can choose which local exchange carrier will provide it terminating intrastate switched access.

**GRANITE RESPONSE:**

Please see the objections and response provided above in response to Interrogatory No. 3.

**Interrogatory No. 7.** At any time during the effective [sic] of the agreements identified in response to Interrogatory No. 1, did you file suit to or otherwise seek to have the agreements

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

**REDACTED**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

-----  
Amended Complaint of

QWEST COMMUNICATIONS COMPANY, LLC,

Docket No. 090538-TP

Against

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

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**SUPPLEMENTAL RESPONSE OF GRANITE TELECOMMUNICATIONS, LLC  
TO INTERROGATORY NO. 2 AND DOCUMENT REQUEST NO. 2  
FROM QWEST COMMUNICATIONS COMPANY, LLC**  
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Granite Telecommunications, LLC ("Granite"), by and through its undersigned counsel, hereby provides its first supplement to Interrogatory No. 2 and Document Request No. 2 from Qwest Communications Company, LLC. Information in these responses was supplied by Geoff Cookman, Granite Telecommunications, LLC, and counsel.

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

**REDACTED**



**REDACTED**

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

**SUPPLEMENTAL RESPONSES TO INTERROGATORIES**

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

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

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

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

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

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

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

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

**REDACTED**

**REDACTED**

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

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

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

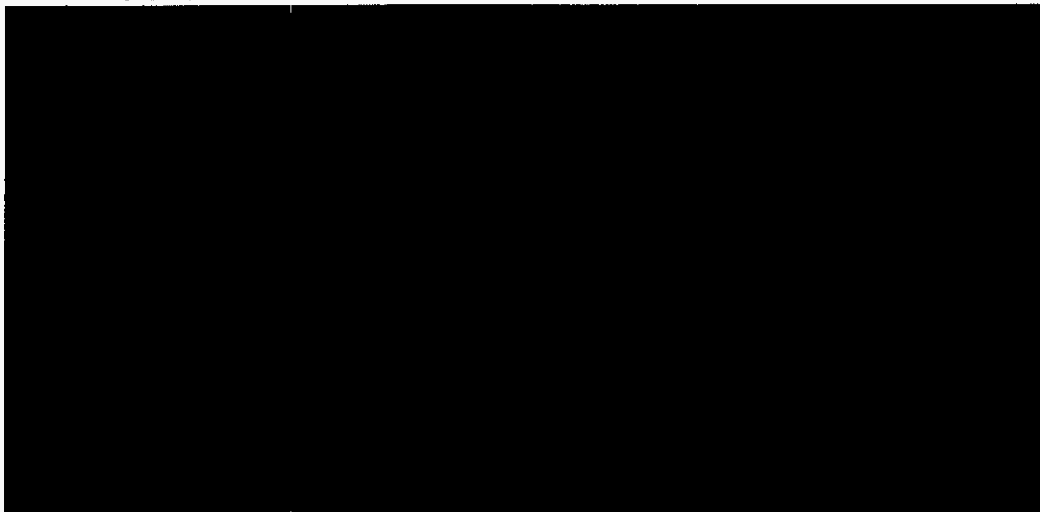
Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

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

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

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

**\*\*\*BEGIN CONFIDENTIAL\*\*\***



**\*\*\*END CONFIDENTIAL\*\*\***

**REDACTED**

**REDACTED**

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

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

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

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

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

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

**REDACTED**

**REDACTED**

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

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

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

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

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

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

**\*\*\*BEGIN CONFIDENTIAL\*\*\***



**\*\*\*END CONFIDENTIAL\*\*\***

**REDACTED**

**REDACTED**

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

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

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

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

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

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



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

**REDACTED**

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

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

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

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

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

**CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION**

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

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

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

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

Granite Telecommunications, LLC

Florida P.S.C. Price List No. 2  
Original Section 5 - Sheet 90

RATES

5.1 Access Service

5.1.1 Service Orders

Nonrecurring  
Charge

A) Service Implementation

First Add'l

1) Installation Charge \$0.00 \$0.00

2) Access Order Charge \$0.00 \$0.00

3) Cancellation Charge \$0.00 \$0.00

5.1.2 Switched Access

InterLATA

IntraLATA

Day	\$0.057	\$0.057
Evening	\$0.057	\$0.057
Night	\$0.057	\$0.057

Issued: June 17, 2003  
Issued By:

Robert T. Hale, Jr.  
President  
234 Copeland Street  
Quincy, Massachusetts 02169

Effective: June 18, 2003



Granite Telecommunications, LLC

Florida P.S.C. Price List No. 2  
Original Section 5 - Sheet 91

RATES (cont'd)

5.1 Access Service (cont'd)

5.1.3	Interconnection Charge Per Mile, Per Minute	InterLATA \$0.0000	IntraLATA \$0.0000
5.1.4	Network Blocking Charge		Per Call Blocked \$0.0000

Issued: June 17, 2003  
Issued By:

Robert T. Hale, Jr.  
President  
234 Copeland Street  
Quincy, Massachusetts 02169

Effective: June 18, 2003

Granite Telecommunications, LLC

Florida P.S.C. Price List No. 2  
Original Section 5 - Sheet 92

RATES (cont'd)

5.1 Access Service (cont'd)

5.1.5 Toll Free Data Base Access Service

POTS Translation Charge **\$0.005**  
Per Query **\$0.005**

All others per query **\$0.005**

5.2 Miscellaneous Services

5.2.1 Presubscription

A) Authorized PIC Change  
-Per Telephone Exchange Service  
Line or Trunk **\$5.00**

Issued: June 17, 2003  
Issued By:

Robert T. Hale, Jr.  
President  
234 Copeland Street  
Quincy, Massachusetts 02169

Effective: June 18, 2003

Granite Telecommunications, LLC

Florida P.S.C. Price List No. 2  
Original Section 5 - Sheet 93

RATES (cont'd)

5.3	Billing and Collection Services	
5.3.1	Billing Name and Address Service	
	Service Establishment Charge	\$0.00
	Request (per telephone number)	\$0.00
5.4	Primary Interexchange Carrier Charge	
	Multi-line Business, per line	\$4.31
5.5	End User Common Line Charge	
	Primary residential line, per line	\$6.00
	Primary residential line, per line effective July 1, 2003	\$6.50
	Additional residential line, per line	\$7.00
	Single-line business, per line	\$6.00
	Single-line business, per line effective July 1, 2003	\$6.50
	Multi-line business, per line	\$9.20

Issued: June 17, 2003  
Issued By:

Robert T. Hale, Jr.  
President  
234 Copeland Street  
Quincy, Massachusetts 02169

Effective: June 18, 2003

**\*\*REDACTED\*\***

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Amended Complaint of Qwest )  
Communications Company, LLC, Against )  
MCImetro Transmission Services LLC (d/b/a )  
Verizon Access Transmission Services); XO )  
Communications Services, Inc.; tw telecom )  
of florida, l.p.; Granite Telecommunications, )  
LLC; Cox Florida Telcom, L.P.; Broadwing )  
Communications, LLC; Access Point, Inc.; )  
Birch Communications, Inc.; Budget Prepay, )  
Inc.; Bullseye Telecom, Inc.; Deltacom, Inc.; )  
Ernest Communications, Inc.; Flatel, Inc.; )  
Lightyear Network Solutions, LLC; Navigator )  
Telecommunications, LLC; Paetec )  
Communications, Inc.; STS Telecom, LLC; )  
US LEC of Florida, LLC; Windstream Nuvox, )  
Inc.; and John Does 1 through 50, For )  
unlawful discrimination )

Docket No. 090538-TP

**VERIZON ACCESS'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES (NOS. 1-11)**

MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services ("Verizon Access" or "MCImetro"), hereby objects and responds to the First Set of Interrogatories (Nos. 1-11) ("Discovery Requests") served by Qwest Communications Company, LLC ("QCC").

**General Objections**

1. Verizon Access objects to the Discovery Requests and all definitions and instructions associated with the Discovery Requests to the extent they purport to impose obligations that are different from, or go beyond, the obligations imposed under Rules 1.280, 1.340, and 1.351 of the Florida Rules of Civil Procedures and the Rules of the Commission.

ongoing obligation to update its responses.

11. Verizon Access objects to the Discovery Requests to the extent they seek to impose an obligation on Verizon Access to provide documents or information concerning its affiliates. Unless otherwise stated in these responses, the responses are provided only on behalf of MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services.

### **INTERROGATORIES**

**QCC Interrogatory No. 1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

#### **RESPONSE:**

Verizon Access objects to this request to the extent it seeks information more than a decade old, as being overly broad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Verizon Access also objects to this request because QCC and its affiliates entered into a settlement agreement with WorldCom, Inc., and its affiliates, including MCImetro, in WorldCom's Chapter 11 bankruptcy proceeding, pursuant to which QCC released WorldCom "from any and all claims, ... causes of action, or damages," "whether known or unknown, foreseen or unforeseen," "arising from the beginning of time through" November 8, 2002. Accordingly, QCC is barred from making any claims based on any facts that existed before then.

Subject to and without waiving any objections, Verizon Access responds as follows. The following is a list of all agreements between MCImetro and an IXC relating to MCImetro's provision of intrastate switched access service in Florida that were in effect after January 1, 2004.

1. Switched Access Service Agreement between MCImetro Access Transmission Services LLC and AT&T Corp, effective date January 27, 2004.
2. Amendment Number One to Switched Access Service Agreement between MCImetro Access Transmission Services LLC and AT&T Corp, effective as of February 1, 2005.

3. Amendment Number Two to Switched Access Service Agreement between MCImetro Access Transmission Services LLC and AT&T Corp, effective as of January 27, 2004.
4. Switched Access Service Agreement between MCImetro Access Transmission Services LLC and AT&T Corp, extending Switched Access Service Agreement between MCImetro Access Transmission Services LLC and AT&T Corp, effective January 27, 2004, through January 26, 2007.
5. Settlement Agreement between MCI, Inc. a/k/a WorldCom, Inc., on behalf of itself, its debtor affiliates and its non-debtor affiliates, and AT&T Corp. on behalf of itself and its affiliates, entered into on February 23, 2004, and approved on March 2, 2004, by the United States Bankruptcy Court for the Southern District of New York in Chapter 11 Case No. 02-13533 (AJG).

Respondent: Legal

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

- a. Identify which rates, terms or conditions set by the agreement differ (or at any time differed) from the rates, terms or conditions stated in your filed Florida switched access price list effective at the time of such difference.
- b. Fully describe all reasons explaining and supporting your decision to offer the IXC rates, terms and conditions for intrastate switched access different from the rates, terms and conditions set forth in your then-effective price list.
- c. Identify the precise date on which the agreement became effective.
- d. Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.
- e. Identify, by year, how many dollars, and for how many minutes of use, you billed the IXC for intrastate switched access services in Florida while the agreement was effective.
- f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?
- g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

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

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.



**RESPONSE:**

a. Verizon Access objects to this request. The agreements, the amendments thereto, and MCImetro's Florida Price List, speak for themselves. QCC can review and compare the documents itself.

b. Verizon Access objects to the request as unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, and because it calls for information that is confidential and likely subject to the attorney-client privilege. Subject to and without waiving any objections, Verizon Access responds that the February 23, 2004 Settlement Agreement identified in response to Interrogatory No. 1, together with the Motion of the Debtors filed in WorldCom's bankruptcy proceeding on February 23, 2004 ("Debtors' Motion"), describe generally the various contractual, commercial and legal disputes that existed between WorldCom and AT&T, the companies' respective debts and obligations, and the pending litigation involving the two companies, and explained that the parties had negotiated a mutually acceptable resolution of all such claims and disputes. The Settlement Agreement reflected WorldCom's effort to resolve one creditor's claims, just as it separately entered into a settlement agreement with Qwest Corporation and QCC to resolve those parties' respective claims, commercial and other disputes as part of WorldCom's reorganization process. The WorldCom-AT&T Settlement Agreement reflected numerous compromises on the part of each company and contained several forms of consideration designed to settle the parties' financial obligations through the bankruptcy process. The January 27, 2004 Switched Access Service Agreement identified in response to Interrogatory No. 1 was one component of this comprehensive settlement and was one of the means approved by the bankruptcy court to resolve the financial issues and help improve the company's financial stability. As parties to WorldCom's Chapter 11 bankruptcy proceeding, QCC and Qwest were served with notice of the Debtors' Motion on February 24, 2004, and had an opportunity to address any concerns they may have had with the Settlement Agreement before the court at that time. Once the court approved the Settlement Agreement, of which the switched access agreement was a part, the effect was a federal court order authorizing MCImetro to fully perform its obligations under the Settlement Agreement, including providing switched access service pursuant to the switched access agreement.

c. The Switched Access Service Agreement identified in response to Interrogatory No. 1 became effective January 27, 2004.

d. The Switched Access Service Agreement identified in response to interrogatory No. 1 terminated on January 26, 2007.

e. Verizon Access objects to the request on the grounds that it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Because QCC's claim for reparations is based on the difference between the rates in MCImetro's Florida Price List that MCImetro billed QCC and the rates in the Switched Access Service Agreement, information about the amount that MCImetro billed another IXC is irrelevant to the determination of any reparations to which QCC might be entitled.

Subject to and without waiving these objections, Verizon Access responds as follows: see response to Interrogatory No. 7, below.

f. Verizon Access objects to the request because filings made with the Commission are public information and QCC can review the Commission's records to determine if such documents were filed. Subject to and without waiving any objections, Verizon Access responds that it did not append the agreement or a summary thereof to its Florida Price List.

g. Yes. As stated above in response to Interrogatory No. 2(b), on February 23, 2004, WorldCom, Inc. and its subsidiaries (including MCImetro) filed a "Motion of the Debtors Pursuant to Bankruptcy Rule 9019 Seeking Approval of a Settlement and Compromise of Certain Matters with AT&T Corporation." The Motion disclosed that the companies "will enter into new 2-year bi-lateral switched access contracts (the '2004 Contracts') which will become effective as of January 27, 2004." The Motion explained further that "[a]ll switched access relating to 'UNE-P' services provided after January 26, 2004 will be invoiced and billed in accordance with the rates set forth in the 2004 Contracts." The Motion was a "public" filing, and notice of the filing was served on more than 350 parties to the bankruptcy proceeding, including counsel for Qwest and QCC. The existence, nature and general terms of the 2004 Contracts were also publicly disclosed and addressed in proceedings before the Minnesota Public Utilities Commission ("Minnesota PUC") beginning in April 2005. For example, in comments filed on April 25, 2005 in Minnesota PUC Docket C-04-235, MCImetro publicly disclosed that it had previously provided to the Minnesota Department of Commerce its agreement with AT&T "under which MCImetro agreed to sell AT&T switched access services at a specified rate." On the same day, the Minnesota Department of Commerce filed public comments in the same docket, in which it explained that MCImetro had provided the Department with a copy of its agreement with AT&T, and explained that the agreement provided for MCImetro's provision of intrastate switched access services to AT&T at rates "that are lower than the tariffed intrastate switched access rates filed by ... MCImetro." Additional disclosures about the existence, nature and general terms (except the rate) of the 2004 Contracts were made in other documents that were publicly filed in Minnesota PUC Docket C-04-235 and a subsequent proceeding over the next two years.

h. Verizon Access objects to this request on the grounds that the term "offered" is vague. Subject to and without waiving any objections, Verizon Access responds that in the period during which the 2004 Contracts were in effect, Verizon Access did not provide switched access services to any other IXC in Florida pursuant to the same rates, terms and conditions in the 2004 Contracts. Although QCC was on notice of the existence and general nature of the 2004 Contracts because of its participation in the WorldCom bankruptcy and Minnesota PUC proceedings described in response to Interrogatory No. 2(g), it did not approach Verizon Access and ask about a similar business arrangement while the 2004 Contracts were in effect. Verizon Access responds further by stating that the only communication it received from QCC requesting information about its provision of switched access service was a generic form letter entitled "General Notification" sent by an unknown employee on February 25,

2008, more than a year after the 2004 Contracts had expired. The form letter requested that the "Company" provide a response to an individual in QCC's Public Policy organization, as opposed to an individual responsible for entering into commercial business agreements.

i. Verizon Access objects to this request on the grounds that it is imprecisely worded and, because it is limited to the date on which the agreement became effective, it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any objections, Verizon Access responds by stating that there are a number of ways in which QCC would not have been similarly situated to AT&T at the time. For example, the settlement agreement that incorporated the Switched Access Agreement with AT&T was based on facts and circumstances specific to the settling parties. During the WorldCom's bankruptcy proceeding, WorldCom and its subsidiaries, including MCImetro, had different financial, commercial and legal disputes with AT&T than they had with Qwest, and the companies' respective monetary claims were different (as was the case with other creditors). As a result, the companies entered into different mutually acceptable settlement agreements that involved different terms and conditions that were intended to resolve financial issues related to the corporate reorganization of WorldCom. In both instances, the settlement agreements were approved by the federal bankruptcy court. It is not known whether WorldCom and Qwest could have structured a compensation arrangement similar to that which WorldCom and AT&T determined was a useful approach for resolving certain disputes and financial issues in the bankruptcy process.

Verizon Access further responds by stating that the 2004 Contracts provided that the two companies' CLEC affiliates would charge the other party's IXC affiliates the same rate for switched access service anywhere in the country they provided service, that the service would cover all types of traffic (e.g., calls carried over UNE-P arrangements and the carriers' own facilities), regardless of the jurisdiction (i.e., both interstate and intrastate calls), and to all classes of customers (i.e., both residential and business). At the outset of the Switched Access Agreement with AT&T, the two companies exchanged roughly the same number of switched access minutes, so MCImetro anticipated that the companion agreements would have a relatively neutral financial impact. Insofar as QCC did not (and still does not) provide switched access service in Florida or anywhere else in the United States, QCC would not have been similarly situated to AT&T; it could not have qualified under the framework of the deal or entered into an identical mutual business arrangement and provide MCImetro's IXC affiliates with the same benefits. Additionally, at the time MCImetro and AT&T entered into the Switched Access Agreement, neither party was affiliated with an incumbent local exchange carrier ("ILEC"), so these arrangements were solely between a CLEC and an IXC. A comparable nationwide agreement with QCC would have involved its ILEC affiliate, a complication that may have precluded the companies from entering into a nationwide reciprocal agreement. For example, in Verizon's experience, QCC's ILEC affiliate has not been willing to negotiate rates, terms and conditions for intrastate switched access, even in a state like Nebraska, where it is required to do so. These examples are an illustrative, not exhaustive, list of differences between QCC and AT&T, and Verizon Access reserves the right to identify others in the course of this proceeding.

j. Verizon Access objects to the request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Whether MCImetro made an evaluation at the time of whether "QCC and the IXC party to the agreement were similarly situated" has no relevance to a determination of whether the agreement, in fact, unlawfully discriminated against QCC or to the relief requested by QCC in this proceeding. Subject to and without waiving any objections, Verizon Access responds as follows. Despite Qwest's awareness of the Switched Access Agreement with AT&T as early as February 23, 2004, when it was provided notice of the bankruptcy court's consideration of the WorldCom-AT&T Settlement Agreement, QCC did not assert to MCImetro, either then or in the ensuing four years, that QCC was entitled to the same rates, terms and conditions contained in the Switched Access Agreement with AT&T. Verizon Access thus had no reason or basis to initiate any such evaluation at the time. As discussed above in response to subparagraph h, the only communication Verizon Access received from QCC requesting information about its provision of switched access service was a generic form letter entitled "General Notification" sent by an unknown employee on February 25, 2008, more than a year after the Switched Access Agreement with AT&T expired.

k. Verizon Access objects to the request, as it asks about agreement terms; the agreement speaks for itself.

l. Verizon Access objects to the request because the term "cost study" is not defined, and the request is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Whether MCImetro produced or relied on "a cost study" to establish the intrastate switched access rate set forth in the agreement is not relevant to the relief requested by QCC in this proceeding. Subject to and without waiving any objections, Verizon Access responds that it did not "produce or rely on a cost study" to establish the rate set forth in the Switched Access Service Agreement.

m. Verizon Access objects to the request because the terms "demand study" and "elasticity study" are not defined, and the request is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Whether MCImetro produced or relied on "a demand study or an elasticity study" to establish the intrastate switched access rate set forth in the agreement is not relevant to the relief requested by QCC in this proceeding. Subject to and without waiving any objections, Verizon Access responds that it did not produce or rely on "a demand study or an elasticity study" to establish the rate set forth in the Switched Access Service Agreement.

n. Verizon Access objects to the request because it is overly broad and unduly burdensome to produce an entire list of "all employees or agents" who participated in negotiating the agreement with AT&T, particularly in light of the amount of time that has passed since the agreement was entered into and because it was negotiated during a period of accelerated business decision-making involving numerous complex and high dollar value issues. Subject to and without waiving any objections, Verizon Access responds as follows with the following non-exhaustive list: Peter H. Reynolds, Director, Carrier Contracts; Brian Benjet, Associate Litigation Counsel; Timothy Vogel, Attorney; Steven Mooney, Vice President, Treasury; and Carol Ann

Petren, Deputy General Counsel, were involved in various stages of the negotiations of the settlement agreement, including the Switched Access Service Agreement. The business address for these current and former employees is 22001 Loudoun County Parkway, Ashburn, VA 20147.

o. Verizon Access objects to the request to the extent it seeks information about actions in other states, which are outside the jurisdiction of the Florida Public Service Commission. Verizon Access also objects to the request because it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Whether MCImetro obtained the IXC's consent to file the agreement in Florida is not relevant to the relief requested by QCC in this proceeding. Subject to and without waiving its objections, Verizon Access responds that it did not request AT&T's consent to file the agreement with the Florida Public Service Commission.

p. Not applicable.

q. Due to the passage of time and the fact that a number of individuals no longer work for Verizon, Verizon Access is not able to provide a definitive answer to this request. Nevertheless, Verizon responds that the Switched Access Service Agreement was provided to QCC on July 3, 2006, with the mutual consent of MCImetro and AT&T, pursuant to information requests issued by QCC in Minnesota PUC Docket No. P-442/C-04-235. The agreement was marked confidential and produced subject to a protective agreement in the case.

r. See response to subparagraph q, above.

s. Yes. See response to subparagraph q, above.

t. See response to subparagraph q, above.

Respondents: Peter Reynolds, Legal

**QCC Interrogatory No. 3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**RESPONSE:**

At this early stage of the proceeding, Verizon Access has not decided all of the contentions (legal and otherwise) that it will and will not present to the Commission in defense of its position. Notwithstanding this, Verizon Access responds by stating that an IXC's business decision to enter a market is based on a number of factors that includes, but is not limited to, access arrangements. A carrier may operate as a stand-alone IXC, or as both an IXC and a CLEC, in which case it may provision its own access arrangements. In some situations, an IXC may use special access service or other arrangements, rather than switched access, to originate traffic from certain

MCImetro Access Transmission  
Services LLC

F.P.S.C. PRICE LIST NO. 1  
ORIGINAL SHEET NO. 59

Access Services

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges

7.4.1 Service Implementation

A. Installation Charge (Per Trunk)

	DS-1	DS-3
On-Net	N/A	N/A
Off-Net	ICB	ICB

7.4.2 Change Charges (per order)

	Per Occurrence
A. Service Date	\$0.00
B. Design Changes	\$0.00
C. Expedite Charge	\$215.00

7.4.3 Cancellation Charges (Per Order) \$0.00

Issued: October 29, 1996

Julie L. Davis  
Manager, Rates and Tariffs  
MCImetro Access Transmission Services, Inc.  
780 Johnson Ferry Road, Suite 700, Atlanta, GA 30342

Effective: October 30, 1996

MCImetro Access Transmission  
Services LLC

F.P.S.C. PRICE LIST NO. 1  
2ND REVISED SHEET NO. 60  
CANCELS 1ST REVISED SHEET NO. 60

Access Services

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges (Cont.)

7.4.4 Switched Access

7.4.4.1 Direct Connect Charges:

Option 1:

Facility Charge:

Per DS1

On-Net N/A  
Off-Net Charges for DS1 are determined on an Individual Case Basis.

Per DS3

On-Net N/A  
Off-Net Charges for DS3 are determined on an Individual Case Basis.

Per Minute Charge:

	Per Access Minute of Originating Use	Per Access Minute of Terminating Use
On-Net	\$0.029156 I	\$0.036673 I
Off-Net	\$0.029156 I	\$0.036673 I

Option 2: In addition to the charges listed below, for Off-Net Customers, the Direct Connect facility charge specified in Section 7.4.4.1 will also apply:

Per Access Minute of Originating Use:

	Termination Charge	Network Charge	Local Switching Center Charge
On-Net	\$0.000321 I	\$0.015768 I	\$0.013067 I
Off-Net	\$0.000321 I	\$0.015768 I	\$0.013067 I

Per Access Minute of Terminating Use:

	Termination Charge	Network Charge	Local Switching Center Charge
On-Net	\$0.000498 I	\$0.023108 I	\$0.013067 I
Off-Net	\$0.000498 I	\$0.023108 I	\$0.013067 I

Issued: January 13, 1998

Effective: January 15, 1998

Julie L. Davis  
Manager, Rates and Tariffs  
MCImetro Access Transmission Services, Inc.  
780 Johnson Ferry Road, Suite 700, Atlanta, GA 30342

MCImetro Access Transmission  
Services LLC

F.P.S.C. PRICE LIST NO. 1  
2ND REVISED SHEET NO. 61  
CANCELS 1ST REVISED SHEET NO. 61

Access Services

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges (Cont.)

7.4.4 Switched Access (Cont.)

7.4.4.1 Direct Connect Charges (Cont.):

7.4.4.1.1 Tandem Overflow

Option 1:

	Per Access Minute of Originating Use	Per Access Minute of Terminating Use
On-Net	\$0.029156 I	\$0.036673 I
Off-Net	\$0.029156 I	\$0.036673 I

Option 2:

	Per Access Minute of Originating Use:		
	Termination Charge	Network Charge	Local Switching Center Charge
On-Net	\$0.000321 I	\$0.015768 I	\$0.013067 I
Off-Net	\$0.000321 I	\$0.015768 I	\$0.013067 I

Option 2:

	Per Access Minute of Terminating Use:		
	Termination Charge	Network Charge	Local Switching Center Charge
On-Net	\$0.000498 I	\$0.023108 I	\$0.013067 I
Off-Net	\$0.000498 I	\$0.023108 I	\$0.013067 I

7.4.4.2 Tandem Connect Charges

Option 1:

	Per Access Minute of Originating Use	Per Access Minute of Terminating Use
On-Net	\$0.029156 I	\$0.036673 I
Off-Net	\$0.029156 I	\$0.036673 I

Issued: January 13, 1998

Effective: January 15, 1998

Julie L. Davis  
Manager, Rates and Tariffs  
MCImetro Access Transmission Services, Inc.  
780 Johnson Ferry Road, Suite 700, Atlanta, GA 30342



MCImetro Access Transmission  
Services LLC

F.P.S.C. PRICE LIST NO. 1  
2ND REVISED SHEET NO. 62  
CANCELS 1ST REVISED SHEET NO. 62

Access Services

7. SWITCHED ACCESS RATES (Cont.)

7.4 Rates and Charges (Cont.)

7.4.4 Switched Access (Cont.)

7.4.4.2 Tandem Connect Charges (Cont.)

Option 2:

Per Access Minute of Originating Use:

	Termination Charge	Network Charge	Local Switching Center Charge
On-Net	\$0.000321 I	\$0.015768 I	\$0.013067 I
Off-Net	\$0.000321 I	\$0.015768 I	\$0.013067 I

Per Access Minute of Terminating Use:

	Termination Charge	Network Charge	Local Switching Center Charge
On-Net	\$0.000498 I	\$0.023108 I	\$0.013067 I
Off-Net	\$0.000498 I	\$0.023108 I	\$0.013067 I

7.4.5 Chargeable Optional Features

7.4.5.1 800 Data Base Access Service Basic Query

Per Query  
\$0.00400

7.4.5.2 Signaling Transfer Point Access

Monthly Per Mile	Non-Recurring Per Port	Via Third Party
ICB	ICB	ICB

7.4.6 Nonchargeable Optional Features  
Supervisory Signaling

\$0.00

7.4.7 Feature Group D Optional Features

7.4.7.1 Common Switching Optional Features

Alternate Traffic Routing	\$0.00
Automatic Number Identification	0.00
Cut-Through	0.00
Service Class Routing	0.00
Feature Group D with 950 Access	0.00
Signaling System Seven (SS7)	0.00
Basic Initial Address Message Delivery	0.00
Called Directory Number Delivery	0.00
Flexible Automatic Number Identification Delivery	0.00

Issued: January 13, 1998

Effective: January 15, 1998

Julie L. Davis  
Manager, Rates and Tariffs  
MCImetro Access Transmission Services, Inc.  
780 Johnson Ferry Road, Suite 700, Atlanta, GA 30342

MCInetro Access Transmission  
Services LLC

F.P.S.C. PRICE LIST NO. 1  
ORIGINAL SHEET NO. 63

Access Services

7. SWITCHED ACCESS RATES (Cont.)

7.5 Special Construction

7.5.1 Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are the same as rates and charges for Special Access Service and are specified in Section 6.1.1 and 6.1.2 preceding.

Issued: October 29, 1996

Julie L. Davis  
Manager, Rate and Tariffs  
MCInetro Access Transmission Services, Inc.  
780 Johnson Ferry Road, Suite 700, Atlanta, GA 30342

Effective: October 30, 1996

Colorado  
Docket No. 08F-259-T  
QCC 03-033

**REQUEST NO. 33:** Regarding page 11, lines 11-17 of the Answer Testimony of Peter Reynolds, is it a correct understanding that MCI (and its affiliates) recognized that, through the reciprocal Switched Access Agreements, AT&T (as an IXC) would save more in switched access expense than AT&T (as a CLEC) would give up in switched access revenue? Please fully explain your response.

**RESPONSE:** Verizon objects to this request because the question does not appear to bear any relationship to the passage of testimony referenced in the request. Page 11, lines 11-17 of Mr. Reynolds' Answer Testimony states that QCC and other parties were informed of a hearing to be held in WorldCom's bankruptcy proceeding at which the Debtors' Settlement Motion was to be considered by the court, and that although QCC was given an opportunity to file a response or objections to the motion and the relief that WorldCom requested, QCC did neither. Subject to and without waiving any objections, Verizon responds that, at the time, MCI's understanding was that, through the reciprocal switched access agreements, AT&T would give up less revenue as a CLEC than the cost savings it gained as an IXC based on MCI's understanding that AT&T's tariffed intrastate switched access rates were, in general, lower than those of MCI metro.

**Respondent:** Peter Reynolds

**REDACTED**

Docket No. 090538-TP  
MCI Internal Correspondence  
Exhibit WRE-29B, Page 1 of 9

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
Navigator-AT&T Agreement  
Exhibit WRE-30, Page 1 of 6

**\*\*REDACTED\*\***

**REDACTED**

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

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

Docket No. 090538-TP

Filed: December 2, 2011

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**NAVIGATOR TELECOMMUNICATIONS, LLC.'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

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Navigator Telecommunications, LLC. ("Navigator") hereby submits its objections and responses to Qwest Communications Corporation's ("Qwest") First Set of Interrogatories and Document Requests (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

providing the data is outweighed by the burden of production or (b) Qwest can obtain the data through publicly available information.

3. *Overly Broad*: The Data Request seeks a general category of information within which only certain portions of the information are reasonably related to the subject matter of this proceeding.

4. *Vague and Ambiguous*: The Data Request is vague and ambiguous in that it does not describe the data sought with particularity or fails to convey with reasonable clarity what is being requested and, as such, the Navigator cannot reasonably determine the intended meaning, scope or limits of Qwest's Data Request.

5. *Calls for a Legal Conclusion*: The Data Request calls for a conclusion of law.

#### **SPECIFIC RESPONSES TO DATA REQUESTS**

Navigator's specific responses to Qwest's Data Requests, which includes general and specific objections, are provided below.

#### **INTERROGATORIES**

**Interrogatory No. 1. Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."**

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Without waiving its objections, Navigator's response is limited to relevant information reasonably related to the subject matter of this proceeding.

Navigator signed a proprietary and confidential document styled as a "Settlement and Switched Access Service Agreement" with AT&T, dated July 1, 2001, that was national in scope and included terms related to interstate and intrastate switched access charges in various states. By its terms, both the existence of that agreement and the terms of that agreement were deemed proprietary and confidential and were not subject to disclosure. In the course of Qwest's pending proceeding before the California Public Utilities Commission (CPUC Case No. 08-08-006), Navigator sought permission from AT&T to acknowledge the existence of the agreement and to provide an unredacted copy of the agreement to Qwest. AT&T refused to permit the disclosure of an unredacted copy of the agreement, but supplied Navigator with a redacted copy of the agreement that AT&T had itself provided to Qwest.

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

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

RESPONSE: No terms or conditions set by Navigator's agreement with AT&T currently differ from the terms or conditions stated in Navigator's Florida switched access price list, except for the obligation, stated in Navigator's agreement with AT&T, for Navigator to maintain the confidentiality of both the existence and terms of the agreement with AT&T. Only the rates in the agreement differ from the rates Navigator ultimately filed with the Florida PSC.

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

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Without waiving its objections, Navigator's response is that it did not



have a "then-effective price list" in Florida at the time it signed the AT&T agreement. Neither did Navigator make a "decision to offer" AT&T rates that were different from those in Navigator's price list(s) as subsequently filed. Rather, under economic duress caused by AT&T's refusal to pay validly tariffed access charges in multiple states, Navigator had no practically viable business option but to accede to AT&T's demand that Navigator execute the proffered agreement. Navigator did not wish to accept lesser access charges than those filed in its various state access tariffs and price lists, but faced with AT&T's withholding of payments in multiple states, felt it had no alternative.

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

RESPONSE: The AT&T agreement became effective on July 26, 2001.

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

RESPONSE: Navigator has not stopped providing AT&T the rates, terms and conditions under the agreement.

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

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Navigator further objects to the interrogatory to the extent that it requires or purports to require the disclosure of information that is confidential and proprietary to Navigator, especially since no protective order has been established in this case. Such material shall not be produced until an appropriate non-disclosure agreement or protective order has been entered.

**f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?**

RESPONSE: No.

**g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so?**

RESPONSE: No. The agreement required Navigator to maintain the confidentiality of both the existence and terms of the agreement.

**h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.**

RESPONSE: Navigator never voluntarily offered to provide switched access services to any IXC under any rates, terms or conditions that varied from its valid and applicable price lists.

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

RESPONSE: Navigator objects that the interrogatory is Not Relevant, Unduly Burdensome, Overly Broad, and Vague and Ambiguous. Without waiving its objections, Navigator responds that at the time the agreement became effective, Navigator had not yet begun providing access services in Florida. Navigator further responds that it experienced no other like circumstances where charges billed per filed tariffs were being withheld by a single IXC in multiple states throughout Navigator's service territory creating a level of economic duress that challenged the ongoing viability of its business.

**j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?**

RESPONSE: Without waiving the previous stated objections, no.

**k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.**

RESPONSE: See response to Interrogatory No. 1, supra. Navigator objects to the interrogatory to the extent that it requires or purports to require the disclosure of information that is confidential and proprietary to Navigator, especially since no protective order has been established in this case. Such material shall not be produced until an appropriate non-disclosure agreement or protective order has been entered. Without the express acquiescence of AT&T, Navigator objects to providing an unredacted copy of the agreement in lieu of an order to do so which releases Navigator from any potential liability to AT&T for violating the confidentiality provisions of that agreement.

**l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?**

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Without waiving its objections, see response to Interrogatory No. 1, supra. Navigator did not perform a cost study and did not establish the rates in the agreement.

**m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?**

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Without waiving its objections, see response to Interrogatory No. 1,

supra. Navigator did not rely on a demand study or an elasticity study and did not establish the rates in the agreement.

**n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.**

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Navigator also objects to the implication that there was any meaningful "negotiating" regarding the substance of the agreement. Without waiving its objections, Navigator identifies David Stotemyer, CFO, Navigator Telecommunications, LLC., 8525 Riverwood Park Drive, P.O. Box 13860, North Little Rock, AR 72113, and Kenrick LeDoux, CTO, Navigator Telecommunications, LLC., 8525 Riverwood Park Drive, P.O. Box 13860, North Little Rock, AR 72113.

**o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?**

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Without waiving its objections, Navigator's response is no.

**p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.**

RESPONSE: See response to Interrogatory 2.o., supra.

**q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?**

RESPONSE: Navigator objects that the interrogatory is Overly Broad and seeks information which is Not Relevant. Without waiving its objections, Navigator's response is no.

**r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.**

RESPONSE: See response to Interrogatory 2.q., supra.

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

RESPONSE: With respect to the first part of the question, (a), Navigator objects that the interrogatory is Overly Broad. Without waiving its objections, Navigator's response is no.

With respect to the second part of the question, (b), Navigator objects that the interrogatory is Overly Broad. Without waiving its objections, Navigator's response is no.

**t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.**

RESPONSE: See response to Interrogatory 2.s., supra.

**Interrogatory No. 3. Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?**

RESPONSE: Navigator objects that the interrogatory is Not Relevant. Without waiving its objection, Navigator's response is that an IXC can choose whether or not to provide service in a particular market, but that it is an end user that determines which LEC originates that end user's call.

**Interrogatory No. 4. If your response to Interrogatory No. 3 above is other than an unqualified no, fully explain all ways in which an IXC can choose which local exchange carrier will provide it originating intrastate switched access.**

RESPONSE: See response to Interrogatory No. 3, supra.

Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
Original Page No. 55

ACCESS SERVICE

4. SWITCHED ACCESS (Cont'd)

4.7 Rate Regulations (Cont'd)

4.7.2 Individual Case Basis Rates

Subject to Florida Public Service Commission regulations and approval, the Company may, where certain Access Services or arrangements are required to meet customer requirements, utilize rates based on an Individual Case Basis.

Issued: May 3, 2002

Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr.  
North Little Rock, AR 72113-0860

Effective: May 7, 2002

Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
Original Page No. 56

**ACCESS SERVICE**

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Issued: May 3, 2002

Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr  
North Little Rock, AR 72113-0860

Effective: May 7, 2002

Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
Original Page No. 65

ACCESS SERVICE

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Issued: May 3, 2002

Effective: May 7, 2002

Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr.  
North Little Rock, AR 72113-0860



Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
Original Page No. 66

ACCESS SERVICE

7. RATES AND CHARGES

7.1 General

Rates for service will include nonrecurring charges, recurring charges for the rate elements or items specified in previous sections of this tariff, miscellaneous charges, or ICB charges or combinations of same and are identified herein.

7.2 Carrier Common Line

Per/Minute

A. InterLATA Access

Access Minute, each terminating \$0.033600  
Access Minute, each originating \$0.025800

IntraLATA Access

Access Minute, each terminating \$0.033600  
Access Minute, each originating \$0.025800

7.3 Switched Access Service

7.3.1 Local Switching

\$0.017700

7.3.2 Tandem Switching Facility

\$0.000039

Tandem Switching Termination

\$0.000197

Tandem Switching

\$0.000865

7.3.3 Network Blocking Charge

Per Call

\$0.008000

7.3.4 800 Data Base Access Service Queries

Per Query

800 NPAS Query \$0.008037

Call Handling & Destination \$0.001344

7.3.5 Information Surcharge

\$0.000000

7.4 Access Order Charges

Per Order/Per Occurrence

Access Order Charge

-

Design Change Charge

\$32.96

Service Date Change Charge

\$14.77

Miscellaneous Service Order Charge

\$32.96

Issued: May 3, 2002

Effective: May 7, 2002

Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr.  
North Little Rock, AR 72113-0860

Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
Original Page No. 67

ACCESS SERVICE

7. RATES AND CHARGES (Cont'd)

7.5	Miscellaneous Services	Nonrecurring Charge
A.	Pre-subscription	
	Per Telephone Exchange Service Line or Trunk	\$ 4.50
B.	Unauthorized PIC Change	
	Residence/Business Per Telephone Exchange Service Line or Trunk	\$32.09
	Per Pay Telephone Exchange Service Line or Trunk	\$51.81
C.	Billing Name and Address Service	
	Service Establishment Charge, for the initial establishment of BNA service on a mechanized or paper basis:	\$250.00
	Per Request:	\$50.94
	Per Account Within an Individual Request (Subscriber Line):	\$0.33
D.	Originating Line Screening (OLS) Service	
	Per Exchange Service Line	\$7.16

7.6 Individual Case Basis (ICB)

Subject to Florida Public Service Commission regulations and approval, the Company may, where certain Access Services or arrangements are required to meet customer requirements (such as Frame Relay, DSL, Special Access Services etc.) utilize rates based on an Individual Case Basis.

Issued: May 3, 2002

Effective: May 7, 2002

Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr.  
North Little Rock, AR 72113-0860

Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
Original Page No. 47

**ACCESS SERVICE**

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**SECTION 5 - RATES AND CHARGES**

5.1 General

Rates for service will include nonrecurring charges, recurring charges for the rate elements or items specified in previous sections of this tariff, miscellaneous charges, or ICB charges or combinations of same and are identified herein.

5.2	Blended Carrier Switched Access	Per Minute	
	Sprint and Verizon service areas	\$0.06152	
	BellSouth service areas	\$0.03410	
5.3.	Network Blocking Charge		
	Per Call	\$0.008000	
5.4	800 Data Base Access Service Queries		
	Per Query		
	800 NFAS Query	\$0.01	
5.5	Access Order Charges	Per Order or Occurrence	
	Access Order Charge		-
	Design Change Charge		\$32.96
	Service Date Change Charge		\$14.77
	Miscellaneous Service Order Charge		\$32.96

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Issued: December 1, 2005

Effective: December 2, 2005

BY: Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr.  
North Little Rock, AR 72113-0860

Navigator Telecommunications, LLC.

Florida P.S.C. Price List No. 2  
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ACCESS SERVICE

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5. RATES AND CHARGES (Cont'd)

5.5 Miscellaneous Services

	Nonrecurring Charge
A. Pre-subscription	
Per Telephone Exchange Service Line or Trunk	\$ 4.50
B. Unauthorized PIC Change	
Residence/Business Per Telephone Exchange Service Line or Trunk	\$32.09
Per Pay Telephone Exchange Service Line or Trunk	\$51.81
C. Billing Name and Address Service	
Service Establishment Charge, for the initial establishment of BNA service on a mechanized or paper basis:	\$250.00
Per Request:	\$50.94
Per Account within an Individual Request (Subscriber Line):	\$0.33
D. Originating Line Screening (OLS) Service	
Per Exchange Service Line	\$7.16

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Issued: December 1, 2005

Effective: December 2, 2005

BY: Louis F. McAlister, President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Dr.  
North Little Rock, AR 72113-0860

40304

**SETTLEMENT AND SWITCHED ACCESS SERVICE AGREEMENT**

between

AT&T Corp.  
900 Route 202/206N  
Bedminster, NJ 07921-0752

AT&T Contact: William J. Taggart III  
Telephone No.: 908-234-5896  
Facsimile No.: 908-234-8835

and

Supplier: PaeTec Communications, Inc.	Supplier Contact: J.T. Ambrosi
Address: 290 Woodcliff Drive	Telephone No.: (716) 340-2528
Fairport, NY 14450	Facsimile No.: (716) 340-2563
Effective Date: As of April 1, 2000	

This Settlement and Switched Access Agreement is entered into by and between AT&T Corp. ("AT&T"), on behalf of itself and each of its subsidiaries, and PaeTec Communications, Inc. ("PaeTec").

WHEREAS prior to the effective date PaeTec issued invoices to AT&T for switched access services to AT&T at the rates set forth in PaeTec's interstate switched access services tariff; and

WHEREAS AT&T objected to and disputed its obligation to pay said invoices; and

WHEREAS the parties have agreed to resolve their dispute (the "Dispute") and to enter into an agreement for PaeTec's provision of Switched Access Services (as defined herein) to AT&T from and after the Effective Date on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, AT&T and PaeTec agree as follows:

**A. Settlement.**

1. Within ten (10) days after the execution of this Agreement, AT&T shall pay PaeTec, by wire transfer, the sum of six hundred thousand dollars (\$600,000.00) (the "Initial Payment"). Within thirty (30) days after the Initial Payment, AT&T shall pay PaeTec the remaining amount (net of the Initial Payment) that would have been owed to PaeTec for Switched Access Service provided prior to the Effective Date, had the rates set forth in Schedule A (effective for the period before October 1, 2000) been applicable to such traffic at the time the service was rendered (the "Remaining Payment"). In the event the parties are unable to resolve any dispute regarding the amount of the Remaining Payment, AT&T shall pay the undisputed amount and the parties shall submit their dispute to arbitration pursuant to the rules of the CPR Institute for Dispute Resolution. AT&T's payment, and PaeTec's acceptance, of the Initial Payment and the Remaining Payment (collectively,

the "Payment") shall constitute full and final satisfaction of the Dispute prior to the Effective Date of this Agreement.

2. The parties acknowledge and agree that this Agreement and the Payment are the result of a compromise and shall not be, nor shall they ever be deemed or construed to be, an admission by any party of any liability, wrongdoing, or responsibility on its part or on the part of its predecessors, successors, assigns, agents, employees, representatives, attorneys, parents, subsidiaries, affiliates, officers, directors or shareholders. The parties expressly deny any such liability, wrongdoing or responsibility.

3. In consideration hereof, the parties and their respective predecessors, successors, assigns, agents, employees, representatives, attorneys, parents, subsidiaries, affiliates, officers, directors or shareholders hereby mutually release each other and each other's respective predecessors, successors, assigns, agents, employees, representatives, attorneys, parents, subsidiaries, affiliates, officers, directors or shareholders from any and all claims, debts, demands, actions, causes of action, liabilities or controversies whatsoever, whether at law or in equity, whether in contract, in tort or under statute, arising out of or related to, in whole or in part, the Dispute and any and all claims or lawsuits arising out of or related to the Dispute that could have been brought before any state, local or federal court, or state or federal agency, or in any arbitration proceeding, whether now known or unknown, liquidated or unliquidated, as of the Effective Date of this Agreement.

**B. Switched Access Services**

AT&T and PaeTec hereby agree that the following terms and conditions will apply to the Switched Access Service furnished by PaeTec to AT&T. Words and phrases spelled with initial capital letters refer to information specified at the top of this Agreement or terms defined within the relevant Section of the Agreement.

*AT&T and PaeTec - Proprietary and Confidential*

Confidential Information

QWFLT000001

### 1. Contract Period

This Agreement will go into effect on the Effective Date and will continue in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement: (a) at any time after the date that is five (5) years following the Effective Date upon sixty (60) days' written notice to the other party; or (b) if the other party fails to cure a material breach within sixty (60) days after written notice thereof.

### 2. Areas Served

2.A PaeTec will offer, and AT&T will accept, Switched Access Service provided to AT&T under the terms, conditions and pricing principles of this Agreement within the Serving Areas listed on Schedule B hereto, which are referred to in this Agreement as the "Serving Areas."

2.B PaeTec shall notify AT&T at or before the time that PaeTec begins offering local exchange service in an area not listed on Schedule B ("New Serving Area"). The parties shall then negotiate in good faith the rates, terms and conditions pursuant to which PaeTec will provide Switched Access Service to AT&T in such New Serving Area.

2.C The entry into this Agreement covering the Serving Areas does not constitute any admission or concession on the part of either party regarding the rates, terms and conditions that should apply in any New Serving Area, and each party reserves all rights it might otherwise have regarding the provision of, ordering of or obligation to pay for Switched Access Service in any New Serving Area.

### 3. Service

3.A "Switched Access Service" means a service which provides a circuit-switched connection between (1) the point of call origination or termination and (2) a third-party tandem switch or a direct trunk installed between PaeTec's and AT&T's switching centers (regardless of the party providing the trunk). Switched Access Service will connect all types of calls, including but not limited to, interLATA and international calls, excluding intralATA traffic to the extent described in Section 4. AT&T will designate whether Switched Access Service will be delivered via tandem transport facilities or direct trunks. AT&T agrees to use commercially reasonable efforts to establish, at its expense, direct trunks to PaeTec's switches for purposes of originating and terminating switched access traffic wherever AT&T's traffic volume, economic, technical and other requirements for direct trunks are met.

3.B Upon execution of this Agreement and during the term of this Agreement, and provided that PaeTec is not in breach of this Agreement, AT&T shall issue Access Service Requests ("ASRs") pursuant to industry standards for each Serving Area in which PaeTec provides Switched Access Service, accept PaeTec local customer PICs to AT&T's inter-exchange services in each Serving Area, and facilitate the origination and termination of PaeTec customer calls originating from or terminating to each Serving Area, consistent with the terms of this Agreement. Provided that PaeTec is not in breach of this Agreement, AT&T shall not block, threaten to block, instruct PaeTec to block, or otherwise refuse to accept any type of Switched Access Service provided by PaeTec to AT&T in a Serving Area, and shall pay for such service in accordance with this Agreement, regardless of whether PaeTec provides all or only some of the types of Switched Access Service required to originate calls from or terminate calls to a given end user in a Serving Area, and regardless of whether

PaeTec provides such Switched Access Service entirely by itself or jointly with the incumbent or other local exchange carrier on a meet-point or similar basis.

3.C PaeTec will provide customer account information necessary for AT&T to bill its customers. Such information will be provided by PaeTec to AT&T at a charge to be agreed upon by the parties, which in no event shall exceed the then-current charge for such information charged by the Regional Bell Operating Company ("RBOC") in each Serving Area, and pursuant to the most current AT&T Requirements for Customer Account Record Exchange (CARE) document, a copy of which will be provided to PaeTec.

3.D PaeTec will measure the duration of each call in tenth (10<sup>th</sup>) of a second increments. All Switched Access Service minutes of use ("MOU"), or fractions thereof, will be accumulated over the billing period among all Serving Areas and will then be rounded to the nearest whole minute.

3.E AT&T agrees to purchase from PaeTec an average of at least 10,000,000 minutes of use per month of Switched Access Service in all of the Serving Areas combined during each year of this Agreement. In the event AT&T is unable to meet the foregoing commitment as a result of a decline in the total volume of end users and/or access traffic on PaeTec's network, AT&T's volume commitment will be reduced accordingly. Furthermore, the failure to meet the volume commitment shall not constitute a material breach of the Agreement.

### 4. Exclusion of Certain IntralATA Traffic and PIU Factor

4.A Switched Access Service under this Agreement shall not include the origination and termination of local traffic, or the origination and termination of other intralATA traffic ("Certain IntralATA Traffic") in any State in which such traffic is not generally subject to Switched Access charges. Local traffic and Certain IntralATA Traffic may be sent over the same trunks used for Switched Access traffic. PaeTec will attempt to jurisdictionalize traffic sent by AT&T, and issue a bill to AT&T only for Switched Access Service (i.e., excluding local and, where applicable, Certain IntralATA Traffic). In the event that PaeTec is unable to jurisdictionalize the traffic, PaeTec will reduce the access minutes of use charged to AT&T by a Percent Local Usage factor ("PLU") provided by AT&T. The PLU will be based on a sampling of actual calling data from the previous quarter. No true-up will occur following the revision of the PLU. The revised PLU will become the basis for billing until revised during the next quarter. The PLU factor may be audited by PaeTec once in any twelve-month period upon receipt of sixty (60) days' prior written notice. Each Party will pay its own costs for the audit.

4.B PaeTec will also attempt to jurisdictionalize the traffic that is subject to Switched Access Service charges pursuant to this Agreement between interstate and intrastate jurisdictions. To the extent that PaeTec is unable to jurisdictionalize traffic between interstate and intrastate jurisdictions, PaeTec shall apply a Percent of Interstate Usage Factor ("PIU Factor") provided by AT&T to such traffic for the purposes of charging for Switched Access Service. Notwithstanding the foregoing, it is hereby agreed that, prior to September 30, 2000, the PIU Factor to be applied to all traffic originated from PaeTec's network to an 800/8YY number for which AT&T is the service provider that PaeTec cannot jurisdictionalize shall be eighty percent (80%), and the PIU Factor to be applied to all other traffic that PaeTec cannot jurisdictionalize shall be seventy-five percent (75%). Commencing on October 1, 2000, AT&T will

*AT&T and PaeTec -- Proprietary and Confidential*

Confidential Information

QWFLT000002

supply the PIU Factors where PacTec cannot jurisdictionalize the traffic; the AT&T-provided PIU Factors may be audited by PacTec once in any twelve-month period upon sixty (60) days' prior written notice.

#### 5. Right to Resell

AT&T will have the right to resell or repack under an AT&T brand name, or under such other name or mark as AT&T may elect, Switched Access Service provided to AT&T by PacTec under this Agreement.

#### 6. Pricing Principles

6.A Unless otherwise agreed to in writing by PacTec and AT&T, the rates and charges listed on Schedule A are the sole charges that apply to Switched Access Service provided under this Agreement.

6.B An 800/8YY Charge is applicable in the event that PacTec performs an 800/8YY database query and the 800/8YY number is a number for which AT&T is the service provider. The amount of the 800/8YY Charge will be no greater than the then current price charged by the RBOC for the same functionality within the relevant Serving Area.

6.C Notwithstanding anything to the contrary in this Agreement, if during the term of this Agreement PacTec offers a service that is similar to the Switched Access Service offered under this Agreement to any customer other than AT&T in a Serving Area at a price (taking into account any discounts, credits, or other reduction in compensation) that is less than the applicable price for the Switched Access Services offered by the terms of this Agreement, then PacTec will offer such services to AT&T at terms, conditions and prices no less favorable than those offered to such other customer.

6.D In the event a regulatory ruling or order requires CLECs generally to charge lower rates for Switched Access Services than those set forth in Schedule A to this Agreement, then PacTec shall comply with such ruling or order prospectively (i.e., from and after the date such ruling or order becomes effective) for service provided to AT&T under this Agreement. In the event a regulatory ruling or order (1) permits CLECs generally to charge higher rates for Switched Access Services than those set forth in Schedule A to this Agreement and (2) requires IXCs to accept those services and to pay those rates regardless of whether or not the services were affirmatively ordered, then PacTec shall be permitted to charge AT&T the approved rates prospectively for the remainder of this Agreement (i.e., from and after the date such ruling or order becomes effective). Notwithstanding the foregoing, the parties agree that any such order or ruling shall not affect any charges or payments for Switched Access Services rendered and made prior to the date such order or ruling becomes effective. Furthermore, should any ruling or order that may have an effect on the rates for Switched Access Services be reversed on appeal, the parties shall perform an appropriate true-up of rates and payments made during the period while the order or ruling was in effect.

6.E PacTec will charge AT&T, as separately identified items on PacTec's bills, for any state and local sales and use taxes and federal excise taxes which are required by law to apply to AT&T's purchase of Switched Access Service from PacTec under this Agreement unless AT&T has provided PacTec a tax exemption certificate or a letter of indemnification reasonably acceptable to PacTec. PacTec will not charge AT&T for any other taxes, fees, or surcharges, however desig-

nated, including, but not limited to, real or personal property taxes, income taxes, gross receipts taxes, franchise fees, license fees, permit fees, and occupational fees, unless (1) AT&T agrees in writing that such other charges are properly applied against AT&T, or (2) an appropriate judicial or administrative body issues a final, effective ruling or order that such other charges are properly charged against AT&T or another similarly situated party; provided, however, that if as the result of an order or ruling in an appeal from such a final, effective order it is determined that AT&T was not required to pay any such tax, charge or fee, PacTec shall refund the amount of such tax, charge or fee to AT&T within fifteen (15) days of the entry of such an order or ruling on appeal.

#### 7. Billing and Payment

7.A Unless otherwise mutually agreed to by the parties, PacTec will use the then current Small Exchange Carrier Access Billing ("SECAB") guidelines, or other system that emulates the output of SECAB, for billing all charges under the Agreement. PacTec will obtain and implement in a timely manner all updates to the SECAB industry standard guidelines. AT&T and PacTec, by mutual agreement, will (1) establish the day of the month on which the billing period will end, and (2) determine the bill medium (i.e., magnetic tape, paper or data transmission network based on CONNECT:Direct<sup>®</sup> technology). Bills will contain sufficient supporting details to allow AT&T to account for the charges and to verify their accuracy in a reasonable and timely fashion.

7.B AT&T will make payment to PacTec by check or, at AT&T's option, by electronic funds transfer to an account reasonably designated by PacTec within thirty (30) days after receipt of a reasonably acceptable bill. Notwithstanding the foregoing, AT&T retains the right to withhold all, or a portion, of the payment because of disputes over all, or a portion, of the bill, respectively. AT&T may only withhold that portion of the bill that is being disputed.

#### 8. PacTec Regulatory Approvals and Tariffs

PacTec warrants that it has and will maintain, at its own expense, all regulatory certifications, authorizations, and permits needed to offer the Switched Access Service described in this Agreement. PacTec will not file any tariff or tariff revisions that alter the terms and conditions, or pricing, of this Agreement.

#### 9. Delegation or Assignment

Neither party may assign this Agreement without the prior written approval of the other party, except that AT&T may assign all or any part of this Agreement to any Affiliate without obtaining PacTec's consent. "Affiliate" means an entity which (directly or indirectly) controls, is controlled by, or is under common control with either AT&T, where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting equity.

\* CONNECT:Direct is a registered trademark of Sterling Software, Inc.

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**10. No Consequential Damages**

EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, RECKLESSNESS OR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS) FROM ANY SUCH CLAIM.

**11. Confidentiality and Proprietary Information**

11.A For purposes of this Agreement, "Proprietary Information" means information that is marked or otherwise specifically identified in writing as proprietary, confidential or trade secret. Proprietary Information includes, but is not limited to, the contents of this Agreement, the negotiation of the terms of this Agreement, any matters related to this Agreement, the payments to PaeTec by AT&T and the volume of traffic between the parties.

11.B Except as otherwise expressly provided herein, neither party shall disclose Proprietary Information disclosed by the other party without the other party's consent, unless such disclosure is (1) lawfully required, (2) otherwise required to be disclosed by law, or (3) necessary in any legal proceeding to enforce the terms of this Agreement. If any party is legally required to disclose Proprietary Information, the parties shall agree in advance on the precise wording of such disclosure.

11.C If either party is compelled to disclose Proprietary Information in judicial or administrative proceedings, such party will give the other party the opportunity, in advance of such disclosure, to seek protective arrangements and will cooperate with the other party in that regard.

11.D Where so requested by a switched access tandem provider in a Serving Area, AT&T will provide the tandem provider with a zero-quantity ASR, in standard industry form for services purchased under this Agreement, and/or such notification concerning the services as the tandem provider may reasonably require.

11.E Notwithstanding any other term of this Agreement, PaeTec may disclose, without AT&T's prior consent, to current or potential customers or investors only, that PaeTec and

AT&T have entered into an agreement under which PaeTec will provide, and AT&T will pay for, Switched Access Service; provided, however, that PaeTec may not disclose any other terms or conditions of this Agreement.

**12. Publicity and Advertising**

Neither party will publish or use any advertising, promotional efforts, press releases or other publicity of any kind which use the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

**13. Additional Terms and Conditions**

13.A Failure of either party to enforce any right or remedy available to it under this Agreement will not be construed as a waiver of the right or remedy with respect to any other breach or failure by the other party.

13.B This Agreement does not provide and is not intended to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

13.C New York law governs all substantive matters pertaining to the interpretation and enforcement of the terms of this Agreement.

13.D Titles to sections, appendixes, and the like are used merely for convenience and will not be taken as an interpretation of the contents of those provisions or as an attempt to enlarge, limit, or define terms covered by this Agreement.

13.E This Agreement may be modified or amended only by written agreement executed by authorized representatives of both PaeTec and AT&T.

13.F This Agreement is intended to establish a relationship of supplier and customer between PaeTec and AT&T. The undertakings described in this Agreement will not be deemed to constitute a joint venture or partnership between PaeTec and AT&T.

**14. Notices**

All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers must be in writing and must be delivered by a method providing for proof of delivery (including express courier and facsimile or email if receipt is acknowledged by the recipient) and will be deemed delivered when actually received. Any notice or request will be delivered to the addresses specified on page 1 of this Agreement until a different address has been designated by notice to the other.

**15. Entire Agreement**

This Agreement constitutes the entire agreement between PaeTec and AT&T with respect to the subject matter hereof. This Agreement supersedes all other memoranda, proposals, representations, statements, agreements, or understandings, whether written or oral, made concerning such subject matter prior to mutual execution hereof.



*In witness whereof*, the parties have executed this Agreement through their authorized representatives.

**PAETEC COMMUNICATIONS, INC.**

By: *R. E. Ottalagana*  
Richard E. Ottalagana  
Executive Vice President and Treasurer

*4/10/00*  
Date

**AT&T CORP.**

By: *R. A. Williams*  
Richard A. Williams  
Access Management VP - Network

*4/12/00*  
Date

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Schedule A

Switched Access Rates and Charges

**INFORMATION  
REDACTED**

Intrastate Switched Access:	RBOC*
800/8YY Database Queries:	RBOC*

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\* "RBOC" for the purposes of this Schedule A shall mean the then-prevailing rates for Switched Access Services charged by the RBOC in each Serving Area, based on the rates that would have been charged by the RBOC to AT&T for providing comparable services and functionality.

Schedule B

Serving Areas

The following are the Serving Areas that are subject to this Agreement:

INFORMATION  
REDACTED

Florida

INFORMATION  
REDACTED

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Robert P. Handal, Jr.  
Division Manager  
CLEC Business Development and Management

One AT&T Way  
Room 2A109  
Bedminster, NJ 07921-0752  
Voice: 908.234.4138  
Fax: 908.234.8835  
Email:

June 19, 2003

PaeTec Communications  
J.T. Ambrosi  
1 PaeTec Plaza  
600 Willowbrook Office Park  
Fairpoint, NY 14450

Dear J.T.:


This will confirm that AT&T Corp. ("AT&T") and PaeTec Communications, Inc. ("PaeTec"), have agreed to amend Section B.3.A of the Switched Access Service Agreement between AT&T and PaeTec effective April 1, 2000 (the "Agreement") as follows:

The last sentence of Section B.3.A is deleted in its entirety and replaced with the following two sentences (in italics):

*AT&T agrees to use commercially reasonable efforts to establish direct trunks to PaeTec's switches for purposes of originating and terminating switched access traffic wherever AT&T's traffic volume, economic, technical and other requirements for direct trunks are met. For those direct trunks established for the delivery of switched access traffic to which PaeTEC agrees, Pae Tec will pay the non-recurring charges and monthly recurring charges for any such direct trunks..*

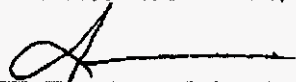

Please confirm PaeTec's agreement with this letter by signing one of the originals of this letter below and returning it to me. Thank you.

AT&T CORP.

By:   
Name: Robert P. Handal, Jr.  
Title: Division Manager, Local Services  
and Access Management

Agreed to and accepted this 25<sup>th</sup>  
day of June, 2003.

PAETEC COMMUNICATIONS, INC.

By:   
Name: J.T. Ambrosi  
Title: VP, CARRIER/GOV'T RELATIONS  
 Recycled Paper

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LETTER OF UNDERSTANDING

This letter confirms the agreement between AT&T Corp. ("AT&T") and PAETEC Communications, Inc. ("PAETEC"), together the Parties ("Parties"), to renew the Settlement And Switched Access Service Agreement dated April 1, 2000 between AT&T and PAETEC (the "Agreement") for an additional two (2) years in accordance with Section B.1 of the Agreement ("Contract Period"). In consideration for this Letter of Understanding, AT&T and PAETEC hereby each agree to waive its respective right under the Agreement to elect to not renew the Agreement.

Further, the Parties agree to amend Schedule A of the Agreement as follows. The term "RBOC" in the rate table, and in the associated footnote, is deleted and replaced with the term "ILEC."

All other terms of the Agreement remain in full force and effect.

Signatures of authorized individuals of each of the below constitute the "Parties" acceptance of this Letter of Understanding. Once this Letter of Understanding is executed, the Agreement's Contract Period will be extended through at least April 1, 2007.

PAETEC Communications, Inc.

AT&T Corp.

By:

By:

JT Ambrosi  
Vice President, Carrier and Government  
Relations

Cynthia M. Batchelder  
Local Services & Access  
Management - Vice President

Name & Title

Name & Title





Signature

Signature

3/24/05

4/1/05

Date

Date

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passionate about quality™

January 5, 2007

**VIA ELECTRONIC AND OVERNIGHT MAIL**

Ms. Geri Sadowski  
Business Development Manager  
AT&T  
One AT&T Way  
Room 2A133B  
Bedminster, New Jersey 07921-0752

**Re: Notice of Termination of Switched Access Agreement**

Dear Ms. Sadowski:

PAETEC Communications, Inc. ("PAETEC") entered into a Settlement and Switched Access Agreement ("Agreement") with ATT Corp. ("ATT") on April 1, 2000. The Agreement's initial term was five years from that effective date. On April 1, 2005, the parties amended the Agreement to include a revised contract period. That revised contract period extended the term of the Agreement through April 1, 2007.

In accordance with Section B.1 of the Agreement, this letter is formal notice that PAETEC intends to terminate the Agreement in its entirety, including all subsequent and related letters of understanding or agreement, effective March 31, 2007. The rates, terms and conditions of PAETEC's interstate and intrastate exchange access tariffs will apply to services provided to ATT thereafter.

Should you have any questions, please feel free to give me a call at 585-340-2528.

Sincerely,

J. Ambrosi  
Vice President, Carrier and Government Relations

Copy to:

William J. Taggart III  
ATT Corp.  
900 Route 202/206N  
Bedminster, NJ 07921-0752

### **2008 SERVICES AND SETTLEMENT AGREEMENT**

This 2008 Services and Settlement Agreement (the "2008 Agreement") entered into as of this 30th day of April, 2008 by and between AT&T Corp., on behalf of itself and each of its subsidiaries, (collectively "AT&T") as each such entity existed on November 17, 2005 before AT&T's merger with SBC, and PAETEC Communications, Inc. ("PAETEC Communications"), US LEC Corp. ("US LEC") and McLeodUSA Telecommunications Services, Inc. ("McLeodUSA"), and each of their telephone operating subsidiaries and affiliates (PAETEC Communications, US LEC and McLeodUSA will be referred to collectively as "PAETEC"). AT&T and PAETEC are sometimes referred to herein individually as a "Party," or collectively as "the Parties."

**WHEREAS**, AT&T and PAETEC Communications entered into a Settlement and Switched Access Services Agreement on April 1, 2000 ("PAETEC Agreement");

**WHEREAS**, AT&T and US LEC, now a wholly owned subsidiary of PAETEC, entered into a Switched Access Services Agreement on March 14, 2002 ("US LEC Agreement");

**WHEREAS**, PAETEC Communications elected to terminate the PAETEC Agreement effective as of March 31, 2007;

**WHEREAS**, US LEC elected to terminate the US LEC Agreement effective as of June 30, 2007;

**WHEREAS**, since the PAETEC and US LEC Agreements were terminated AT&T has disputed the rates to be paid for the switched access services that had been governed by the PAETEC and US LEC Agreements, and the Parties wish to settle those disputes (including all claims and counterclaims raised by PAETEC Communications and US LEC and AT&T, respectively, in that matter captioned *PAETEC Communications v. AT&T Corp.*, United States District Court, District of Columbia, Civil Action No. 1:08-CV-00076 EGS (the "Lawsuit")), as well as certain other disputes between the Parties specifically described elsewhere in this 2008 Agreement;

**WHEREAS**, PAETEC and AT&T wish to agree on the terms and conditions for AT&T to purchase certain services from PAETEC and its affiliates and subsidiaries, including but not limited to, PAETEC Communications, US LEC and McLeodUSA on a going forward basis;

**WHEREAS**, McLeodUSA, now a wholly owned subsidiary of PAETEC, and AT&T entered into a Services and Settlement Agreement effective August 28, 2006, (hereinafter referred to as the "2006 Agreement") resolving disputes concerning amounts invoiced and to be invoiced to AT&T for intrastate switched access services provided by McLeodUSA;

**WHEREAS**, although the term of the 2006 Agreement has not expired, as further consideration for this 2008 Agreement, AT&T and PAETEC agree that the 2006 Agreement shall be superseded by this 2008 Agreement and therefore terminated as of the Effective Date (as described in Section 2) of the 2008 Agreement; and

**WHEREAS**, AT&T and PAETEC agree that AT&T shall retain the benefit of certain discounts earned in the performance of the 2006 Agreement;

**NOW THEREFORE**, in consideration of the above recitals and mutual promises and agreements set forth below, the sufficiency of which is expressly acknowledged, AT&T and PAETEC agree as follows:

1. The Parties affirm and acknowledge that the recitals set forth above are true and correct and are incorporated into this 2008 Agreement by reference.
2. The Effective Date of this 2008 Agreement is April 30, 2008 and expires April 30, 2011.
3. **Services Agreement.**
  - a. AT&T may purchase Dedicated Services from PAETEC as specified under the terms of the Agreement between McLeodUSA Network Services, Inc., a subsidiary of McLeodUSA, and AT&T Corp. effective November 1, 1997, as the same has been amended or may hereafter be amended (the "Dedicated Services Agreement"). AT&T's Monthly Purchase Amount ("MPA") of "Other Services" (i.e., services excluding direct end office trunks ("DEOTs") and interstate and intrastate Switched Access Services) from PAETEC, for each month of the three year term shall earn AT&T a corresponding monthly credit on intrastate switched access services purchased from PAETEC according to the Monthly Purchase Level ("MPL") set forth in Section 3d, Credit Schedule A. For purposes of this Agreement, MPA is defined as the monthly average of the total billed amount for the Billing Account Numbers (BANs) outlined in the list below for Other Services provided by PAETEC to AT&T over the three prior billed months, inclusive of the then current month's billing. The listed BANs will be the only BANs utilized for existing and new Dedicated Services provided under the Dedicated Services Agreement with McLeodUSA. Should PAETEC have a need to change an existing BAN or develop a new BAN, then the Parties agree that PAETEC or AT&T may unilaterally amend the BAN list accordingly to accommodate the use of new or amended BANs provided the amending Party promptly notifies the other of the changed BAN. In the event that PAETEC divests or otherwise transfers ownership of any MSA, portion of an MSA or individual dedicated circuit, from or in which PAETEC provides AT&T Dedicated Services under the Dedicated Services Agreement, then the MPL at all levels will be reduced by an amount equal to the amount of charges for the Dedicated Services that were transferred or divested so that AT&T will receive credit at the levels AT&T would have had if the transfer of ownership or divestiture had not taken place. In the event that PAETEC's performance does not meet the required standards per the 1997 Dedicated Services Agreement and AT&T exercises its right to disconnect Dedicated Services in accordance with the terms of the 1997 Dedicated Services Agreement, the MPL at all levels will be reduced by an amount equivalent to the amount of the charges for the Dedicated Services disconnected so that AT&T will receive Credit at the levels AT&T would have

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AT&T and PAETEC  
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had if AT&T had not disconnected Dedicated Services based on PAETEC's performance under the Dedicated Services Agreement. Any discounts earned pursuant to the 2006 Agreement shall be retained by AT&T.

List of BANs

6514987  
6511952  
6510142  
6514829  
8612091  
6514889  
6509726  
6467580  
6466947  
6509256  
3144226  
3266333  
3144223  
0407754

b. AT&T shall purchase interstate switched access services from PAETEC in accordance with PAETEC's lawfully filed tariff provided that at all times throughout the term of this 2008 Agreement, PAETEC's rates for interstate switched access services in each Serving Area in which it operates shall comply with all applicable federal law, including decisions and regulations of the Federal Communications Commission ("FCC"), as modified from time to time. Any change in such law will have no effect on any amounts paid under this 2008 Agreement prior to the change in law. Such change in law will take effect upon the effective date of the change in law established by any applicable FCC order or judicial decision. If the Parties believe that there are any issues that need to be resolved regarding PAETEC's interstate switched access service rates from the Effective Date or thereafter the Parties will confer in good faith in an effort to resolve such issues. Further, AT&T agrees that if it has a dispute regarding PAETEC's interstate switched access service rates after the Effective Date of this 2008 Agreement, it will follow a 'pay and dispute' approach,

*i.e.*, AT&T will pay billed charges without prejudice to its rights to seek recovery of the disputed charges. Notwithstanding the settlement and withdrawal of the Lawsuit (including AT&T's counterclaims) effected by this 2008 Agreement, PAETEC agrees that nothing herein shall preclude AT&T from claiming in the future that PAETEC's interstate access rates exceed FCC benchmark levels, subject to the 'pay and dispute' approach described above and also to the following limitations: (1) AT&T shall not raise or maintain any such claim in any complaint or other filing made prior to January 1, 2009; and (2) in no event shall AT&T be entitled to any relief on any such claim for any period prior to January 1, 2009.

c. AT&T shall purchase intrastate switched access service from PAETEC in accordance with PAETEC's lawfully filed tariffs or price lists. At all times throughout the term of this 2008 Agreement, PAETEC's lawfully filed tariff rates for intrastate switched access services in each Serving Area in which it operates shall comply with the applicable state regulatory commission rules and/or applicable state law, as they may be modified from time to time. Any such change in law will have no effect on any amounts paid under this 2008 Agreement prior to the change in law. Such change in law will take effect upon the effective date of the change in law established by any applicable state order or judicial decision. If the Parties believe that there are any issues that need to be resolved regarding PAETEC's intrastate switched access service rates from the Effective Date or thereafter the Parties will confer in good faith in an effort to resolve such issues. Further, AT&T agrees that if it has a dispute regarding PAETEC's intrastate switched access service rates after the Effective Date of this 2008 Agreement, it will follow a 'pay and dispute' approach, *i.e.*, AT&T will pay billed charges without prejudice to its rights to seek recovery of the disputed charges. Consistent with the way in which McLeodUSA files intrastate switched access service tariffs, the Parties agree that McLeodUSA may invoice AT&T for only the following rate elements for intrastate switched access services:

- i. Applicable elements for originating & terminating calls for including but not limited to: "1+", 8XX, and 10XXX.
  - a. Interconnection Charge (if tariffed)
  - b. Carrier Common Line (if tariffed)
  - c. Local Switching
  - d. Tandem Transport Termination - For tandem routed traffic and/or access as a result of McLeodUSA UNE-P customers. (For purposes of this Agreement, "UNE-P" includes both the unbundled network element platform, Section 271 UNE-P, or a commercial substitute service for UNE-P.)
  - e. Tandem Transport Facility (per MOU, per mife) - For tandem routed traffic and/or access as a result of McLeodUSA UNE-P customers.

- f. 800 database query for originating toll free calls
- ii. Applicable elements for calls where McLeodUSA is the intermediate carrier.
  - a. Tandem Switching is billed instead of the Local Switching,
  - b. Carrier Common Line and Interconnection Charge would not be applied for these calls.
  - c. Tandem Transport Termination – For tandem routed traffic and/or access as a result of McLeodUSA UNE-P customers.
  - d. Tandem Transport Facility (per MOU, per mile) – For tandem routed traffic and/or access as a result of McLeodUSA UNE-P customers.
  - e. 800 database query for originating toll free calls.

To the extent the McLeodUSA tariffs use different names for any of the elements listed above, McLeodUSA shall bill its tariffed elements that provide comparable functionality as those elements listed above.

d. In recognition of AT&T's MPA of Other Services, PAETEC shall apply a credit ("Credit"), as outlined in the Credit Schedule A below, to AT&T's intrastate switched access service invoice each month AT&T has satisfied or exceeded the identified MPL level. Credit Schedule A (below) lists the MPL levels and corresponding Credit that would apply during the term of this 2008 Agreement. The Credit specified herein shall apply to the current tariffed intrastate PAETEC rates per applicable jurisdiction and operating company and the current combined total intrastate switched access usage invoiced to AT&T across the PAETEC operating companies. Should PAETEC's intrastate switched access service billing across the combined PAETEC's operating companies drop greater than ten percent (10%) from PAETEC's intrastate switched access billing across the combined PAETEC's operating companies for the previous 12 month rolling period, the Credit as specified herein shall be reduced by the same percentage. Should PAETEC's intrastate switched access service billing across the combined PAETEC's operating companies increase greater than ten percent (10%) from PAETEC's intrastate switched access billing across the combined PAETEC's operating companies for the previous 12 month rolling period, the Credit as specified herein shall be increased by the same percentage. The credits shall be applied to the intrastate usage billed to AT&T in the month following AT&T's attainment of the MPA. The final earned credit under this 2008 Agreement shall be applied in the month following the expiration of the term of this 2008 Agreement. Upon mutual agreement by the Parties in regard to form, content and frequency, PAETEC shall provide AT&T on a monthly basis, documentation containing the calculation details of such final earned credit. The calculation detail shall provide the

MPA and, by state, the original billed amount, the earned credit amount and final effective billed amount.

Credit Schedule A

Monthly Purchase Level	2008	2009 - 2011
\$475K	\$220K	\$277K
\$450K	\$210K	\$267K
\$425K	\$200K	\$257K
\$400K	\$191K	\$229K
\$375K	\$181K	\$209.5K
\$350K	\$172K	\$191K
\$325K	\$162K	\$181K

4. AT&T and PAETEC are resolving the following disputes (collectively referenced as "the Disputes" in this 2008 Agreement): (a) AT&T's dispute concerning the rates and charges for access services formerly subject to the PAETEC Agreement and US LEC Agreement subsequent to the respective terminations of the PAETEC Agreement and the US LEC Agreement, through and including April 30, 2008; (b) AT&T's counterclaims in the Lawsuit (subject, however, to the last sentence of paragraph 3(b)); (c) AT&T's dispute concerning charges applied for the Direct Connect Monthly DS1 Port Charges billed by PAETEC to AT&T through and including April 30, 2008; (d) AT&T's dispute concerning residual interconnection charges "RIC" charges billed by McLeodUSA to AT&T through and including April 30, 2008; (e) any dispute that PAETEC Communications and/or US LEC may have with respect to switched access charges and other intercarrier compensation associated with AT&T's prepaid card programs through and including October 31, 2006; (f) any dispute that PAETEC Communications and/or US LEC may have with respect to switched access charges and other intercarrier compensation associated with AT&T's phone to phone IP program through and including June 30, 2004; and (g) any dispute that AT&T may have with respect to claims that PAETEC Communications, US LEC or McLeodUSA damaged AT&T by incorrectly jurisdictionalizing and billing AT&T terminating switched access charges in connection with wireless calls by wireless callers roaming out of their home state and delivered to PAETEC Communications, US LEC or McLeodUSA customers through and including April 30, 2008 (collectively the "Dispute"). AT&T and PAETEC agree to settle the Disputes by the following payments by AT&T: (i) to PAETEC Communications of \$3.1 million through the April 30, 2008 invoices; (ii) to US LEC Corp. of \$800 thousand through the April 30, 2008 invoices, (collectively the "Settlement Amount"). AT&T will pay the Settlement Amount within fifteen (15) business days of the date this Agreement is signed by both Parties. In addition, within

three (3) days of AT&T's payment of the Settlement Amount, AT&T and PAETEC will execute and file a Stipulation of Dismissal With Prejudice (and without costs to either Party) in the Lawsuit.

5. The execution of this Agreement, together with AT&T's payment, and PAETEC's acceptance, of the Settlement Amount shall constitute full and final satisfaction of the Dispute as described in the preceding paragraph and payment for any of the services covered by the Settlement Amount through the specific dates set forth above with respect to each individually identified dispute.
6. The Parties acknowledge and agree that this Agreement and the payment of the Settlement Amount are the result of a mutually agreed to compromise emanating from a legitimate dispute and shall not be, nor shall they ever be deemed or construed to be, an admission by any party of any liability, wrongdoing, or responsibility on its part or on the part of its predecessors, successors, assigns, agents, employees, representatives, attorneys, parents, subsidiaries, affiliates, officers, directors or shareholders. The Parties expressly deny any such liability, wrongdoing or responsibility.
7. Neither party shall not alter call detail information or re-route the other party's traffic to make it appear that such traffic is anything other than the type of traffic originated by the originating party's end users. AT&T will designate whether Switched Access Service will be delivered via tandem transport or direct trunks to AT&T. AT&T will in its sole and reasonable discretion, establish direct trunking to PAETEC's switches for the purposes of originating and terminating switched access traffic where the characteristics of such traffic meet AT&T's traffic volume, economic and other requirements for establishing direct trunks. Expenses associated with any such direct connect implementations shall be borne as specified in PAETEC's lawfully filed tariffs.
8. Neither Party will charge the other Party for originating or terminating any local or ISP bound traffic between local service customers of the Parties (that is, local to local traffic terminations paid for by the calling party customer of the sending Party to a called number served by the other Party). Local traffic may be sent over the same trunks used for switched access traffic. PAETEC will attempt to jurisdictionalize traffic sent by AT&T, and issue a bill to AT&T only for Switched Access Service (*i.e.*, excluding local traffic and ISP bound traffic).
9. In the event of a dispute arising under this 2008 Agreement, then the Parties agree to the following dispute process ("Dispute Resolution Process"), notwithstanding any provision to the contrary in any tariff or other agreement under which services that are the subject of the dispute is provided. Either Party shall initiate the Dispute Resolution Process by giving written notice to the other Party as provided in Section 16. If AT&T is the Party initiating the dispute, and the dispute involves billing matters, PAETEC must respond to a written notice of dispute and provide requested billing resolution within thirty (30) days after receipt of the notice of dispute. If the dispute does not involve billing matters, then the Party against whom the dispute is asserted will nevertheless provide a written response within thirty (30) days. If the dispute is not mutually resolved within forty-five 45 days after written notice of the dispute is sent,

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AT&T and PAETEC  
Proprietary and Confidential

Confidential Information

QWFLT000057

then either Party may escalate the dispute to at least a Vice-President level representative from each Party by sending the other Party a written request for escalation. If the dispute is not mutually resolved at the Vice President level within thirty (30) days after sending written notice of escalation, or within such additional time as the Parties may mutually agree in writing ("Escalation Period"), then the dispute shall be escalated to a Group Vice President or equivalent executive officer for resolution. If the dispute is not mutually resolved at the Group Vice President level within thirty (30) days, then the Parties may mutually agree to settle the dispute by binding arbitration in accordance with CPR Institute for Dispute Resolution's ("CPR's") then-current "Non-Administered Arbitration Rules." The arbitration shall be held in a location mutually agreeable to the parties and shall be conducted by a single neutral arbitrator who shall be familiar with the business of telecommunications service providers. The arbitrator shall be bound by and shall strictly enforce the terms of the Agreement and may not limit, expand, or otherwise modify the terms of this Agreement. The arbitrator shall not have the power to award punitive damages or any damages that are excluded under this Agreement and each party irrevocably waives any claim thereto. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator shall render a written decision within six months after being selected, which decision shall be final and binding upon the parties and may be enforced by either party in any court of competent jurisdiction. Each party will bear its own expenses in connection with the arbitration, and will share equally the fees and expenses of the CPR and the arbitrator, unless the award otherwise provides. This Section shall not be construed to prohibit either party from seeking preliminary or permanent injunctive relief in any court or agency of competent jurisdiction; however, the arbitrator hearing the dispute to which the injunction pertains will have the power to modify or dissolve any such injunction, or to order additional injunctive relief, in connection with the final arbitration award. If court proceedings to stay litigation or compel arbitration under this Section are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses, and attorneys' fees that the other party reasonably incurs in connection with such court proceedings. The United States Arbitration Act, 9 U.S.C. Sections 1-14, governs the interpretation and enforcement of this Section. If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this 2008 Agreement or to any PAETEC tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding, then (1) to the extent required by law, the agency ruling shall be binding upon the parties for the limited purposes of regulation within the jurisdiction and authority of such agency and (2) for all other purposes not expressly precluded by such agency ruling, the arbitration ruling shall be binding upon the parties..

10. For and in consideration of the performance by the Parties of their obligations under this 2008 Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T as defined in this 2008 Agreement, on the one hand, and PAETEC on the other hand, for themselves and their officers, directors, attorneys, agents and representatives do hereby absolutely, unconditionally, completely, and without reservation, release each other and their

parent companies' subsidiaries, owners, affiliates, predecessors, successors, shareholders, partners, principals, insurers and assigns and their past, present and future employees, officers, directors, attorneys, agents and representatives from and against each and every past, present and future action, complaint, petition, right, action, claim, demand, charge, invoice, liability, damage, loss, expense, obligation, potential action, cause of action, suit, judgment, offset, or decree in controversy of any kind and nature whatsoever, at law, in equity or otherwise, whether known or unknown, foreseen or unforeseeable, discoverable or undiscoverable, or certain or contingent, arising from the beginning of time in connection with or relating solely to the Disputes as defined in this 2008 Agreement, *provided, however*, notwithstanding anything to the contrary contained herein, nothing in this 2008 Agreement shall release, remise or discharge any claim arising under this 2008 Agreement, including any claim for failing to perform any obligation provided in or by this 2008 Agreement, provided, further, however, that once the Parties complete the settlement of the Disputes by the payment of the Settlement Amount, neither Party may seek to void or negate the settlement based on a breach of any other provision of this 2008 Agreement.

11. **No Consequential Damages.** EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OF ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUE, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLES OF WHETHER THE PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT FROM THE USE OF SWITCHED OR DEDICATED ACCESS SERVICES.
  
12. **Confidentiality.** PAETEC and AT&T shall treat this 2008 Agreement as confidential and shall not disclose its terms to third parties in the absence of the written consent of all parties hereto. Neither Party shall issue a press release regarding the terms of this 2008 Agreement. In addition, any and all public statements by either Party regarding this 2008 Agreement shall be limited to specific statements approved in writing by the other Party, nor shall either Party characterize the practices, conduct, behavior or position of the other Party with respect to the subject matter of this 2008 Agreement in any public forum. Notwithstanding the foregoing, nothing herein shall preclude either AT&T or PAETEC from submitting copies of this 2008 Agreement or disclosing its terms or making other oral or written statements, (i) as required by law, (ii) to accountants or lawyers for AT&T or PAETEC as may be required that are bound by this confidentiality agreement, (iii) as may be directed by such accountants or lawyers for AT&T or PAETEC in order to comply with law, regulations or other requests of or proceedings before governmental law enforcement or regulatory agencies, or (iv) in any action or proceeding to enforce the terms of this 2008 Agreement. In the event that

AT&T or PAETEC provides a copy of the 2008 Agreement in connection with the exceptions to confidentiality enumerated herein, the Parties agree to ensure that any third party that receives a copy of the 2008 Agreement will be bound by this confidentiality provision or a separate confidentiality agreement on substantially similar terms. The Parties further agree that if they receive a subpoena, summons or request to reveal this confidential information, then the Party shall promptly notify the other Party of the subpoena, summons, or request. These Confidentiality Provisions are contractual consideration and not mere recitals. The Parties acknowledge that any breach or threatened breach of this paragraph will constitute irreparable harm and shall entitle the non-breaching Party to seek injunctive relief. Nothing in this Agreement shall be interpreted as preventing PAETEC from meeting all of its regulatory requirements. Notwithstanding anything to the contrary in this Agreement, PAETEC shall comply with any and all mandated filing and/or notice requirements set forth by the relevant regulatory authority in each state in which PAETEC does business.

13. Each Party represents that it has the requisite power, authority and legal capacity to make, execute, enter into and deliver this 2008 Agreement and to fully perform its duties and obligations under this 2008 Agreement, and that neither this 2008 Agreement nor the performance by such party of any duty or obligation under this 2008 Agreement will violate any other contract, agreement, covenant or restriction by which such party is bound. To the extent that this 2008 Agreement is in conflict with any other contract, agreement, covenant or restriction by which such Party is bound, the parties hereby agree that such conflict is not material.
14. Each Party represents that it has executed and entered into this 2008 Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances, and that no representations, warranties, or promises other than those set forth in this 2008 Agreement were made by any Party or any employee, agent or legal counsel of any Party to induce said party to execute this 2008 Agreement.
15. The execution of this 2008 Agreement by any Party does not constitute, imply or evidence the truth of any claim, the admission of any liability, the validity of any defense or the existence of any circumstances or facts, which could constitute a basis for any claim, liability or defense, other than for the purpose of enforcing the terms and provisions of this 2008 Agreement.
16. No waiver, amendment or modification of any provision of this 2008 Agreement shall be effective without the written agreement of the Parties. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No prior drafts of this 2008 Agreement, or any negotiations regarding the terms contained in these drafts, or any related agreements shall be admissible in any court to vary or interpret the terms of this 2008 Agreement, the Parties hereto agreeing that this 2008 Agreement constitutes the final expression of the Parties' agreement and supersedes all prior written and oral understandings regarding the terms of this 2008 Agreement.



17. This 2008 Agreement is for the benefit of and shall be binding upon the Parties, their successors and assigns (and, with respect to the releases, is for the benefit of the AT&T and PAETEC). Nothing in this 2008 Agreement shall be construed to create any rights in, or grant any cause of action to, any other person not a Party to this 2008 Agreement.
18. Except as expressly provided herein, this 2008 Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.
19. This 2008 Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but such counterparts shall together constitute but one and the same document.
20. All notices under this 2008 Agreement should be delivered by certified or registered US mail, return receipt requested or by other recognized competent overnight carrier, and shall be required to be given to:

If to AT&T:                   AT&T  
                                  One AT&T Way  
                                  Attn: Legal Department  
                                  CLEC Access Attorney  
                                  Room 3A-159  
                                  P.O. Box 752  
                                  Bedminster, NJ 07921-0752

with copy to:               Kimberly A. Meola  
                                  AT&T  
                                  1 AT&T Way  
                                  Room 2A126  
                                  Bedminster, NJ 07921

If to PAETEC:               General Counsel  
                                  PAETEC  
                                  One PAETEC Plaza  
                                  600 Willowbrook Office Park  
                                  Fairport, NY 14450

with copy to:               William A. Haas  
                                  Vice President - Regulatory & Public  
                                  Policy  
                                  PAETEC  
                                  One Martha's Way  
                                  Hiawatha, Iowa 52233

And                            Al Finnelli  
                                  Carrier Relations Manager  
                                  PAETEC  
                                  6801 Morrison Blvd.  
                                  Charlotte, NC 28211

21. No modification of this 2008 Agreement shall be effective unless in writing and signed by both Parties.

22. The Parties agree that faxed signatures and counterpart signatures are acceptable.

AT&T

AT&T Corp. on behalf of itself and each of its subsidiaries as each such entity existed on November 17, 2005

By:

*Kim Meola*

Name: Kim Meola

Title: Executive Director

Date: 9/3/08

PAETEC

PAETEC Communications, Inc., US LEC Corp. and McLeodUSA Telecommunications Services, Inc. and each of their telephone operating subsidiaries and affiliates

By:

*Sean Pflaging*

Name: Sean Pflaging

Title: Senior Vice President - Network Services

Date: 9/3/08

**REDACTED**

Docket No. 090538-TP  
2000 PAETEC-Sprint Agreement  
Exhibit WRE-33C, Page 1 of 7

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA**

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

Docket No. 090538-TP

Dated: December 9, 2011

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**PAETEC COMMUNICATIONS, INC.'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES (NOS. 1-10) AND  
DOCUMENT REQUESTS (NOS. 1-10)**

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PAETEC Communications, Inc. ("PAETEC") hereby submits its objections and responses to Qwest Communications Company, LLC d/b/a Century Link QCC's ("Qwest" or "QCC") First Set of Interrogatories (Nos. 1-10) and Document Requests (Nos. 1-10) (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

PAETEC Communications, Inc.

Before the Public Service Commission of the  
State of Florida

Docket No. 090538-TP

Respondent: Al Finnell, Senior Manager -  
Carrier Relations, PAETEC  
Communications, Inc.  
Objections Prepared By  
PAETEC's Undersigned Outside  
Counsel

REQUEST: **Qwest Set No.1, Interrogatory No. 1**

DATED: October 21, 2011

ITEM: Identify each and every agreement, whether or not still in effect,  
Qwest FL - PAETEC entered into since January 1, 1998 between you and any IXC relating to  
Int. 1- 1 going-forward rates, terms or conditions (as of the date of the  
agreement) for the provision (by you) of intrastate switched access  
services to the IXC. These agreements include, but are not limited to,  
settlement agreements and so-called "switched access service  
agreements."

PAETEC  
RESPONSE:

In addition to the General Objections, PAETEC objects to this Data  
Request on the grounds that it is *Overly Broad* and *Unduly  
Burdensome*.

Subject to, and without waiving the foregoing objections, PAETEC  
responds as follows: Based on PAETEC's understanding, AT&T has  
already identified and provided to Qwest, in response to the subpoena  
issued in this docket, such agreements. Those agreements included a:  
(1) Settlement and Switched Access Service Agreement (effective  
April 1, 2000) as revised by June 19, 2003 Amendment and April 1,  
2005 Letter of Understanding ("AT&T 2000 Settlement Agreement");  
and (2) Services and Settlement Agreement (effective April 30, 2008)  
("AT&T 2008 Settlement Agreement").

In addition, based on PAETEC's understanding, Sprint has already  
identified and provided to Qwest, in response to the subpoena issued in  
this docket, such agreements. Those agreements included a: (1)  
Settlement Agreement and General Release (dated September 5, 2000)  
("Sprint 2000 Settlement Agreement"); and (2) Settlement Agreement

Qwest FL - PAETEC Int. 1- 1

(dated November 17, 2004) ("Sprint 2004 Settlement Agreement").

Moreover, PAETEC had such agreements with Global Crossing. Those agreements included a: (1) Telecommunications Agreement (effective February 25, 2004) ("Global Crossing 2004 Settlement Agreement"); and (2) Settlement Agreement and Release (effective January 5, 2006) ("Global Crossing 2006 Settlement Agreement").

In addition, PAETEC had a Switched Access Agreement and First Amendment to Telecommunications Services Agreement with MCI (dated December 14, 2000) ("MCI 2000 Agreement").



PAETEC Communications, Inc.

Before the Public Service Commission of the  
State of Florida

Docket No. 090538-TP

Respondent: Al Finnell, Senior Manager -  
Carrier Relations, PAETEC  
Communications, Inc.  
Objections Prepared By  
PAETEC's Undersigned Outside  
Counsel

**REQUEST:** Qwest Set No.1, Interrogatory No. 2

**DATED:** October 21, 2011

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

Qwest FL - PAETEC  
Int. 1-2

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

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

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

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

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

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

Qwest FL - PAETEC Int. 1-2

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

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

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the

Qwest FL - PAETEC Int. 1- 2

agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

PAETEC  
RESPONSE:

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2006 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
1-2(a) . Identify which rates, terms or conditions set by the agreement differ (or at any time differed) from the rates, terms or conditions stated in your filed Florida switched access price list effective at the time of such difference.	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the settlement agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the settlement agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the settlement agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the settlement agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the settlement agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the settlement agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the	In addition to the General Objections, PAETEC objects to this Data Request because it improperly requests PAETEC to create data by undertaking an analysis of the agreement and PAETEC's switched access price list in Florida, rather than seeking any existing data. This agreement and PAETEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.  Subject to, and without waiving the

Qwest FL - PAETEC Int. 1-2

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.	foregoing objections, PAETEC responds as follows: To the best of PAETEC's knowledge, none.
1-2(b) Fully describe all reasons explaining and supporting your decision to offer the IXC rates, terms and conditions for intrastate switched access different from the rates, terms and conditions set forth in your then-effective price list.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.	Not applicable. See Objections and response to Qwest FL-PAETEC Int. 1-2(a), above.
1-2(c) Identify the precise date on which the agreement became effective.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date identified as the effective date in the	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date identified as the effective date in the	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date upon which the parties entered	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date upon which the parties entered	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date identified as the effective date in the	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date identified as the effective date in the	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The effective date is the date upon which the parties entered

Qwest FL - PAETEC Int. 1-2

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	settlement agreement, i.e., April 1, 2000.	settlement agreement, i.e., April 30, 2008.	into the settlement agreement, i.e., September 5, 2000.	into the settlement agreement, i.e., November 17, 2004	settlement agreement, i.e. February 25, 2004.	settlement agreement, i.e. January 5, 2006.	into the agreement, i.e., December 14, 2000.
1-2(d) Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: PAETEC sent AT&T a termination letter on January 5, 2007 and the effective date of the termination was March 31, 2007.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: After two extensions through June 20, 2011, PAETEC terminated the settlement agreement as of that date by letter dated October 6, 2011.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The settlement agreement was terminated by Sprint effective February 2, 2004 per letter dated November 15, 2003.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, this settlement agreement has not been terminated.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: On November 4, 2005, PAETEC sent Global Crossing ("GC") a termination letter and the effective date of the termination was February 25, 2006.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The rate provisions of this agreement were expressly limited to the term of the previous 2004 agreement, and therefore terminated as of the same date, i.e., February 25, 2006.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: The agreement was terminated when it was rejected in the MCI bankruptcy on October 31, 2003.
1-2(e) Identify, by year, how many dollars, and for how many minutes of use, you billed the IXC for intrastate switched access services in Florida while the agreement was effective.	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	information that is shielded by law from disclosure.	information that is shielded by law from disclosure.	information that is shielded by law from disclosure.	information that is shielded by law from disclosure.	information that is shielded by law from disclosure.	information that is shielded by law from disclosure.	information that is shielded by law from disclosure.
<b>1-2(f)</b> Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.
<b>1-2(g)</b> Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: On August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for	Subject to, and without waiver of the General Objections, PAETEC responds as follows: On August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: On August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for	Subject to, and without waiver of the General Objections, PAETEC responds as follows: On August 14, 2009, PAETEC publicly filed a version of this agreement with its Motion for	Subject to, and without waiver of the General Objections, PAETEC responds as follows: On August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for

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Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	<p>Summary Judgment that was filed with the California Public Utilities Commission in Case No. C.08-080-006.</p>	<p>Summary Judgment that was filed with the California Public Utilities Commission in Case No. C.08-080-006. In addition, on August 17, 2009, PAETEC publicly filed with the California Public Utilities Commission its Advice Letter #118 and attachments that included a redacted version of this settlement agreement.</p> <p>In addition, on August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for Summary Judgment that was filed with the California</p>			<p>Summary Judgment that was filed with the California Public Utilities Commission in Case No. C.08-080-006.</p>	<p>Summary Judgment that was filed with the California Public Utilities Commission in Case No. C.08-08-006.</p>	<p>Summary Judgment that was filed with the California Public Utilities Commission in Case No. C.08-080-006.</p>

Qwest FL - PAETEC Int. 1-2



Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		Public Utilities Commission in Case No. C.08-08-006.					
1-2(h) Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price lists on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price list on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price list on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price list on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price list on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price list on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.	In addition to the General Objections, PAETEC objects to this Data Request because the agreement submitted in response to Qwest FL-PAETEC DR 1-2(a) speaks for itself and Qwest is equally capable of comparing the agreement with PAETEC's price list on file with the Commission. Furthermore, Qwest is equally capable of comparing the agreements submitted in response to Qwest FL-PAETEC DR 1-2(a) to one another.

Qwest FL - PAETEC Int. 1-2

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with Sprint, Global Crossing, and MCI, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with Sprint, Global Crossing, and MCI, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with AT&amp;T, Global Crossing, and MCI, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with AT&amp;T, Global Crossing, and MCI, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with AT&amp;T, Sprint, and MCI, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with AT&amp;T, Global Crossing, and MCI, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>	<p>PAETEC further objects to this Data Request because the term equivalent is <i>Ambiguous</i>.</p> <p>Subject to and, without waiver of the foregoing objections, PAETEC responds as follows: On information and belief, while PAETEC also had off-price list agreements with AT&amp;T, Sprint and Global Crossing, PAETEC provided intrastate switched access to Qwest and other IXCs in Florida under its price list at the same rates, terms and conditions it provided to this IXC.</p>
1-2(i)	In addition to the	In addition to the	In addition to the	In addition to the	In addition to the	In addition to the	In addition to the

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
If you contend that QCC was not (at the time of the agreement became effective) similarly situated to the IXC party to the agreement, identify and fully explain all ways in which QCC and said IXC were not similarly situated.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.	General Objections, PAETEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i> , and seeks the creation, rather than production of data.
1-2(j) With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,	In addition to the General Objections, PAETEC objects to the Data Request because it is <i>Ambiguous</i> .  Subject to, and without waiver of the General Objections, PAETEC responds as follows: It is PAETEC's understanding that on a tacit basis,

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.
1-2(k) Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the DXC would use while the agreement was effective? Please explain any such limitations/requirements.	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, PAETEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, PAETEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .
1-2(l) Did you produce or	Subject to, and without waiver of	Subject to, and without waiver of	Subject to, and without waiver of	Subject to, and without waiver of	Subject to, and without waiver of	Subject to, and without waiver of	Subject to, and without waiver of

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
rely on a cost study to establish the intrastate switched access rate set forth in the agreement?	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.
1-2(m) Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.
1-2(n) Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with PAETEC, are

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2003 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
	not reasonably related to any legitimate issue in this proceeding.	not reasonably related to any legitimate issue in this proceeding.	not reasonably related to any legitimate issue in this proceeding.	not reasonably related to any legitimate issue in this proceeding.	not reasonably related to any legitimate issue in this proceeding.	not reasonably related to any legitimate issue in this proceeding.	not reasonably related to any legitimate issue in this proceeding.
1-2(o) During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: Yes.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.
1-2(p) If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.	Not applicable.	In addition to the General Objections, PAETEC objects to this Data Request because it is <i>Not Relevant and Overly Broad</i> .  Subject to, and without waiver of the foregoing objections, PAETEC responds as follows:	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.

Qwest FL - PAETEC Int. 1- 2

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>PAETEC asked AT&amp;T if it could file the 2008 settlement agreement with the California Public Utilities Commission and AT&amp;T consented. On August 17, 2009, PAETEC filed Advice Letter #118 and attachments, which included a redacted version of the settlement agreement, with the California Public Utilities Commission. In addition,</p> <p>On August 14, 2009, PAETEC also publicly filed a redacted version of this agreement with its Motion for Summary Judgment that was filed with the California Public</p>					

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		Utilities Commission in Case No. C.08-08-006.					
1-2(q) During the period of time the agreement was effective, did you ever ask the DXC's consent to disclose a copy of the agreement to QCC or another DXC?	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: No as to outside of this litigation and the context of the CA PUC Case No. C08-08-006. <i>See also</i> objections and responses to Qwest FL-PAETEC Ints. 1-2(s) & 2(t) below.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: No as to outside of the context of this litigation or the CA PUC Case No. C08-08-006. <i>See also</i> objections and responses to Qwest FL-PAETEC Ints. 1-2(s) & 2(t) below.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no.
1-2(r) If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the DXC's response to your request.	Not applicable.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: Not applicable. PAETEC's objections and	Not applicable.	Subject to, and without waiver of the General Objections, PAETEC responds as follows: Not applicable. PAETEC's objections and	Not applicable.	Not applicable.	Not applicable.



Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		response to Qwest FL-PAETEC Int. 1-2(q) is self explanatory.		response to Qwest FL-PAETEC Int. 1-2(q) is self explanatory.			
1-2(s) During the period of time the agreement was effective, did you ever (a) disclose or produce a copy of the agreement to QCC, or (b) solicit whether QCC was interested in negotiating a switched access agreement (relating to your provision of switched access to QCC)?	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no to both (a) and (b).	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, yes to both (a) and (b).	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no to both (a) and (b).	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, yes to both (a) and (b).	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no to both (a) and (b).	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no to both (a) and (b).	Subject to, and without waiver of the General Objections, PAETEC responds as follows: To the best of PAETEC's knowledge, no to both (a) and (b).
1-2(t) If your answer to subpart s. is other than an unqualified "no," fully explain your response.	Not applicable	Subject to, and without waiver of the General Objections, PAETEC responds as follows:  As to Interrogatories	Not applicable	Subject to, and without waiver of the General Objections, PAETEC responds as follows:  Copies of this	Not applicable	Not applicable	Not applicable

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>1-2(t)(a) &amp; (b), as PAETEC explained in paragraph 10 of its Answer to Qwest's Complaint,</p> <p>"In response to the third sentence of Paragraph 10(p)(ii) of Qwest's Amended Complaint, PAETEC admits that Qwest made a demand dated February 25, 2008 on PAETEC to disclose copies of its off-price list arrangements and to provide Qwest intrastate switched access services at the most favorable rates, terms and conditions provided to other IXC's. PAETEC denies that it did not honor Qwest's request.</p>		<p>settlement agreement were provided to Qwest in the context of the California Public Utilities Commission Case No. C0808005. See also objections and response to Qwest FL-PAETEC Int. 1-2(t) regarding the AT&amp;T 2008 Settlement Agreement.</p>			

Interrogatory	AT&T 2008 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>On March 19, 2008, Tami Spocogee from PAETEC sent an email to Candace A. Mowers acknowledging receipt of the letter from Qwest. PAETEC stated in that email that although it did not have an agreement with AT&amp;T, McLeodUSA, which is an affiliate of PAETEC did. PAETEC informed Qwest that it would share the general terms of the McLeodUSA/AT&amp;T agreement with Qwest and was willing to offer a comparable deal to any company that could meet the requirements. PAETEC further</p>					

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>informed Qwest that if Qwest required an agreement for the entire PAETEC Company, the discount and commitment amount contained in the McLeodUSA/AT&amp;T agreement would need to be renegotiated as the current agreement is only applicable in the McLeodUSA territory. While PAETEC in September of 2008 entered into an Agreement with AT&amp;T effective as of April 30, 2008, PAETEC has already offered the terms of the 2008 Agreement to Qwest retroactive to the effective date and as noted, in March of 2008, before</p>					

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>PAETEC even entered into the 2008 Agreement with AT&amp;T, PAETEC offered to negotiate with Qwest a similar agreement, an offer which Qwest did not accept. Finally, to the best of PAETEC's knowledge at this time, prior to 2008, Qwest never requested an Individual Case Basis arrangement from PAETEC pursuant to Section 6.3 of PAETEC's Price List."</p> <p>In addition, PAETEC, on August 14, 2009, again provided written email confirmation concerning a discussion that Mr. Messenger had with</p>					

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>Qwest the prior week that "PAETEC is willing to, and hereby does, offer to Qwest the same rates, terms and conditions regarding intrastate switched access that PAETEC is providing to AT&amp;T in our 2008 Services and Settlement Agreement, retroactive to the effective date of that agreement (April 30, 2008)."</p> <p>Furthermore, on August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for Summary Judgment that was filed with the California Public Utilities</p>					

Qwest FL - PAETEC Int. 1- 2

Interrogatory	AT&T 2000 Settlement Agreement	AT&T 2008 Settlement Agreement	Sprint 2000 Settlement Agreement	Sprint 2004 Settlement Agreement	Global Crossing 2004 Settlement Agreement	Global Crossing 2006 Settlement Agreement	MCI 2000 Agreement
		<p>Commission in Case No. C.08-080-006.</p> <p>Moreover, on August 17, 2009, PAETEC provided Qwest a courtesy copy of PAETEC's Advice Letter #118 and attachments which included a redacted version of the settlement agreement, that were filed with the California Public Utilities Commission on August 17, 2009.</p>					

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Qwest Communications Company, LLC against MCI Metro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

Docket No. 090538-TP

Served: June 6, 2012

**PAETEC COMMUNICATIONS, INC.'S OBJECTIONS AND RESPONSES TO QWEST COMMUNICATIONS COMPANY, LLC'S SECOND SET OF INTERROGATORIES (NOS. 11-12) AND DOCUMENT REQUESTS (NOS. 11-12)**

PAETEC Communications, Inc. ("PAETEC") hereby submits its objections and responses to Qwest Communications Company, LLC d/b/a Century Link QCC's ("Qwest" or "QCC") Second Set of Interrogatories (Nos. 11-12) and Document Requests (Nos. 11-12) (collectively "Data Requests" and individually "Data Request") dated May 3, 2012 that are associated with the above-captioned proceeding.

**GENERAL OBJECTIONS AND RESERVATION OF RIGHTS**

PAETEC makes the General Objections, which also includes the reservation of rights, provided below to each and every Data Request and also incorporates each of the General



## SPECIFIC RESPONSES TO DATA REQUESTS

### INTERROGATORIES

**Interrogatory No. 11.** In response to QCC's First Set of Interrogatories and Document Requests, PAETEC produced the 2008 Services and Settlement Agreement ("2008 Agreement"). See bates numbers PAETEC-0000063-0000075. Credit Schedule A of the 2008 Agreement (PAETEC-0000068) identifies various intrastate switched access credits AT&T earned based on its monthly purchase level of "Other Services."

- (a) Is the above an accurate summary of Credit Schedule A? If not, please explain it more accurately.
- (b) Identify the specific services that AT&T purchased from PAETEC that constituted "Other Services" under the Agreement.
- (c) What percentage of AT&T's purchase level of "Other Services" was comprised of intrastate switched access?
- (d) By month, identify the net discount AT&T actually received for intrastate switched access in Florida based on Credit Schedule A.
- (e) Alternatively to (d), by month identify AT&T's total Monthly Purchase Level of "Other Services," and AT&T's gross billing (from PAETEC) for intrastate switched access nationwide. For avoidance of doubt, QCC is simply trying to identify the percentage discount AT&T actually enjoyed under the 2008 Agreement on intrastate switched access in Florida.

### RESPONSE:

Subject to its previously-raised general objections and reservation of rights, PAETEC states as follows:

- (a) Credit Schedule A speaks for itself.
- (b) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.
- (c) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to

PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.

(d) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.

(e) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.

Response Provided By: Stephen B. Weeks.

**Interrogatory No. 12.** In response to QCC Interrogatory No. 2(j), PAETEC explains that, "on a tacit basis, PAETEC did evaluate whether Qwest was similarly situated and determined that Qwest was not" at the time it entered the agreements at issue in this case.

(a) Fully explain what you mean by "on a tacit basis" in the context of your answer to Interrogatory No. 2(j).

(b) Identify any documents you reviewed which informed the understanding you related in your answer to Interrogatory No. 2(j).

(c) Identify all tangible or intangible bases for the "tacit" understanding you related in your answer to Interrogatory No. 2(j).

(d) Identify (by name, title, contact information and years of service with PAETEC) all individuals who can attest to the "tacit" understanding that you related in your answer to Interrogatory No. 2(j).

RESPONSE:

Subject to its previously-raised general objections and reservation of rights, PAETEC states as follows:

(a) By "on a tacit basis," PAETEC means that it did not conduct a formal evaluation that was reduced to writing or one based on formal quantitative analysis. Rather,

PAETEC based its evaluation on an understanding of its existing agreements, PAETEC's relationship with Qwest, and PAETEC's knowledge regarding Qwest.

(b) Given the age of the information requested, PAETEC is not able to produce such documents.

(c) Given the age of the information requested, PAETEC is not able to produce such documents.

(d) To the best of PAETEC's knowledge, no such person is currently employed by PAETEC.

Response Provided By: Stephen B. Weeks.

## DOCUMENT REQUESTS

**Document Request No. 11.** Please produce copies of all documents supporting your response to Interrogatory No. 11.

### RESPONSE:

Subject to its previously-raised general objections and reservation of rights, US LEC states as follows:

- (a) US LEC is not in possession of any responsive documents.
- (b) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.
- (c) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.
- (d) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.
- (e) This subpart of this interrogatory requests carrier confidential information that cannot be shared by PAETEC without consent of AT&T. PAETEC is currently attempting to obtain such consent with regard to the data in the form available to PAETEC, will continue to research whether it is in possession of other data, and will supplement this data request with any relevant information shortly after receiving a response from AT&T.

Response Provided By: Stephen B. Weeks.

**Document Request No. 12.** Please produce copies of all documents supporting your response to Interrogatory No. 12.

RESPONSE:

Subject to its previously-raised general objections and reservation of rights, PAETEC states it is not in possession of any responsive documents.

Response Provided By: Stephen B. Weeks

Dated this 6<sup>th</sup> day of June, 2012.

Respectfully submitted,

By:



Matthew Peil  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe St., Suite 601  
Tallahassee, FL 32301  
mfeil@gunster.com  
(850) 521-1708  
PAETEC Communications, Inc.

/s/ Edward B. Krachmer  
Edward B. Krachmer  
Windstream Communications, Inc.  
4001 Rodney Parham Road  
MS 1170-B1F03-53A  
Little Rock, AR 72212  
edward.krachmer@windstream.com  
(501) 748-5777  
[Not admitted in Florida]

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
Original Leaf No. 73

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and C.

Issued: July 24, 2002

Effective: July 25, 2002

Issued by:

Richard E. Ottalagana, Executive Vice President  
PaeTec Communications, Inc.  
One PaeTec Plaza, 600 Willowbrook Office Park  
Fairport, New York 14450

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
Original Leaf No. 74

SECTION 5 - SPECIAL ARRANGEMENTS (Cont'd)

6.1 SPECIAL CONSTRUCTION (Cont'd)

6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. price list preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or re arranged facilities.

Issued: July 24, 2002

Effective: July 25, 2002

Issued by:

Richard E. Ottalagana, Executive Vice President  
PaeTec Communications, Inc.  
One PaeTec Plaza, 600 Willowbrook Office Park  
Fairport New York 14450

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
Original Leaf No. 75

SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services that vary from price listed arrangements. Rates quoted in response to such requests may be different for price listed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Price list within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) Service description
- 3) Rates and charges
- 4) Quantity
- 5) Length of the agreement.

Issued: July 24, 2002

Effective: July 25, 2002

Issued by:

Richard E. Ottalagana, Executive Vice President  
PaeTec Communications, Inc.  
One PaeTec Plaza, 600 Willowbrook Office Park  
Fairport, New York 14450



PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
 Second Revised Leaf No. 98  
 Cancels First Revised Leaf No. 98

SECTION 10 - CURRENT RATES

A. Direct (Dedicated) Access

1. Recurring Charges

A. Network Switching*, per minute	Orig.	Term.	
Bell South Territory	\$0.0087400	\$0.0209930	(R)
Verizon Territory	\$0.0344212	\$0.0431753	(R)
Sprint Territory	\$0.0337920	\$0.0337920	(R)
Smart City Territory	\$0.0457609	\$0.0680200	(R)
B. Transport Services:			
Transport Termination, per minute			
Bell South & Smart City Telecom		\$0.0003600	
Verizon		\$0.0001344	
Sprint		\$0.0001800	
Transport Facility, per mile			
Bell South & Smart City Telecom		\$0.0000400	
Verizon		\$0.0000135	
Sprint		\$0.0000360	
C. Transport, InterLATA and IntraLATA			
DS0 Port, per port, per month			
		\$44.99	
DS1 Port, per port, per month			
		\$294.99	
D. Multiplexing, per arrangement			
DS3 to DS1			
		\$124.99	
DS1 to DS0			
		\$47.99	
E. Entrance Facility			
DS 1 per facility, per port, per month			
		\$ 100.00	
DS3 per facility, per port, per month			
		\$2,800.00	
OC3 per facility, per port, per month			
		\$ 16,000.00	

\* This rate element will apply to all calls from all Customers traffic transiting the Company network effective November 16, 2004.

Issued: October 26, 2005

Effective: November 1, 2005

Issued by:

Richard E. Ottalagana,  
 Executive Vice President  
 PaeTec Communications, Inc.  
 One PaeTec Plaza, 600 Willowbrook Office Park  
 Fairport, New York 14450

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
Seventh Revised Leaf No. 99  
Cancels Sixth Revised Leaf No. 99

SECTION 10 - CURRENT RATES (cont'd)

B. Switched Access

1. Recurring Charges

A.	Network Switching*, per minute	Orig.	Term.	
	Bell South Territory	\$0.0087400	\$0.020993C	(R)
	Verizon Territory	\$0.0344212	\$0.0431753	(R)
	Sprint Territory	\$0.0337920	\$0.033792C	(R)
	Smart City Territory	\$0.0457609	\$0.068020C	(R)

B. Transport Services:

Transport Termination, per minute	
Bell South & Smart City Telecom	\$0.000360C
Verizon	\$0.0001344
Sprint	\$0.000180C
Transport Facility, per mile	
Bell South & Smart City Telecom	\$0.000040C
Verizon	\$0.0000135
Sprint	\$0.000036C

C.	Shared Switched Trunk Port, per minute	
	Bell South	\$0.000800C
	Sprint	\$0.000000C

\*\* Information previously found on this page has been moved to Page 98.

⊗ This rate element will apply to all calls from all Customers traffic transiting the Company network effective November 16, 2004.

Issued: October 26, 2005

Effective: November 1, 2005

Issued by: Daniel J. Venuti, EVP, Secretary & General Counsel  
PaeTec Communications, Inc.  
One PaeTec Plaza, 600 Willowbrook Office Park  
Fairport, New York 1445C

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
Eight Revised Leaf No. 100  
Cancels Seventh Revised Leaf No. 100

SECTION 10 - CURRENT RATES (cont'd)

B. Switched Access

1. Recurring Charges

A. Network Switching\*, per minute

	Orig.	Term.
Bell South Territory	\$0.0087400	\$0.0209930
Verizon Territory	\$0.0344212	\$0.0431753
Sprint Territory	\$0.0337920	\$0.0337920
Smart City Territory	\$0.0457609	\$0.0680200

(I)

B. Transport Services:

Transport Termination, per minute

Bell South & Smart City Telecom	\$0.0003600
Verizon	\$0.0001344
Sprint	\$0.0001800

Transport Facility, per mile

Bell South & Smart City Telecom	\$0.0000400
Verizon	\$0.0000135
Sprint	\$0.0000360

C. Shared Switched Trunk Port, per minute

Bell South	\$0.0008000
Sprint	\$0.0000000

\*\* Information previously found on this page has been moved to Page 98.

\* This rate element will apply to all calls from all Customers traffic transiting the Company network effective November 16, 2004.

Issued: September 21, 2005

Effective: September 26, 2005

Issued by:

Richard E. Ottalagana,  
Executive Vice President  
PaeTec Communications, Inc.  
One PaeTec Plaza, 600 Willowbrook Office Park  
Fairport, New York 14450

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
 Original Leaf No. 101\*\*\*

CURRENT RATES (cont'd)

Switched Access (Cont'd)

Standard Access

(M)

Recurring Charges

Transport:

Local Transport Termination, per minute

Bell South & Smart City	\$0.0003600	
Verizon	\$0.0001344	(N)
Sprint	\$0.0001800	(N)

Local Transport Facility, per mile

Bell South & Smart City	\$0.0000400	
Verizon	\$0.0000135	(N)
Sprint	\$0.0000360	(N)

Shared End Office Trunk Port, per min.

Bell South	\$0.0008000	
Sprint	\$0.0000000	(N) (M)

Issued: September 6, 2004

Effective: September 7, 2004

Issued by:

Richard E. Ottalagana,  
 Executive Vice President  
 PaeTec Communications, Inc.  
 One PaeTec Plaza, 600 Willowbrook Office Park  
 Fairport, New York 14450

PAETEC COMMUNICATIONS, INC.

FL P.S.C. Price List No. 3  
Original Leaf No. 102\*\*

CURRENT RATES (Cont'd)

Other Services

800 Data Base Access Service

Per Query:

Bell South	\$0.004000	(N)
Sprint	\$0.008037	(N)
Smart City Telecom	\$0.008100	(N)

Billing and Collection

Recording, per customer message	\$0.034
ANI, per attempt	\$0.01184

Blocking and Screening

International Direct Dialed Blocking	There is currently no charge
Originating Line Screening	There is currently no charge
PAL Terminating (Billed) Number Screening	There is currently no charge

BNA

Service Establishment Charge (Non-recurring)	\$144.99
Query Charge per Telephone Number	\$0.23

Non-Recurring Charges

Access Order Charge	\$80.99
Installation Charge	\$180.99

Terminating and blocking charge - ICB See section 2.10.6

ONP Rate

Noncontractual rate	\$0.0010 thru June 14,2003
	\$0.0007 thereafter

\*\*\*Information found on this page was previously listed on page 100.

Issued: September 6, 2004

Effective: September 7, 2004

Issued by:

Richard E. Ottalagana,  
Executive Vice President  
PaeTec Communications, Inc.  
One PaeTec Plaza, 600 Willowbrook Office Park  
Fairport, New York 14450

**REDACTED**

Docket No. 090538-TP  
TWT-AT&T Agreement  
Exhibit WRE-36, Page 1 of 128

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Qwest Communications Company, LLC against MCI Metro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Cox Florida Telecom, L.P.; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PacTel Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

Docket No. 090538-TP

Dated: December 2, 2011

**TW TELECOM OF FLORIDA, L.P.'S OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

tw telecom of florida, l.p. ("TWTC") hereby submits its objections and responses to Qwest Communications Corporation, LLC's ("Qwest" or "QCC") First Set of Interrogatories and Document Requests (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

**GENERAL OBJECTIONS AND RESERVATION OF RIGHTS**

TWTC makes the General Objections, which also includes the reservation of rights, provided below to each and every Data Request and also incorporates each of the General

3. "Overly broad": The Data Request seeks a general category of information within which only certain portions of the information are reasonably related to the subject matter of this proceeding.

4. "Vague and ambiguous": The Data Request is vague and ambiguous in that it does not describe the data sought with particularity or fails to convey with reasonable clarity what is being requested and, as such, the TWTC cannot reasonably determine the intended meaning, scope or limits of Qwest's Data Request.

5. "Calls for a Legal Conclusion": The Data Request calls for a conclusion of law.

#### **RESPONSES TO DATA REQUESTS**

TWTC's responses to Qwest's Data Requests incorporate the above general objections and are provided subject to and without waiving those objections. Additional specific objections are provided below.

#### **INTERROGATORIES**

**Interrogatory No. 1. Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."**

**Any responsive agreements, and other requested documents related thereto, are confidential information and will only be provided to Qwest upon execution of a mutually acceptable non-disclosure agreement. Such documents will be provided to the Commission staff at the same time, subject to a claim for confidentiality in accordance with the Commission's rules. TWTC may therefore supplement this response and any related responses at a later date, as appropriate. TWTC also objects to the scope of this Data Request as seeking information outside the relevant time period for the applicable statute of limitations, expired agreements, settlement agreements and agreements consistent with a price list, and is therefore not relevant. Without waiving and subject to the general and specific objections, TWTC identifies the following agreements:**



- (1) Agreement dated January 1, 2001, between AT&T Corp. and tw holdings, inc., as amended ("AT&T/TWTC Agreement").
- (2) Switched Access Service Agreement dated September 1, 2002, between Xspedius Management Co., LLC and AT&T Corp. ("AT&T/XC Agreement").

Answer provided by: Carolyn Ridley, V.P. Regulatory, TWTC

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

In response to all subparts to Interrogatory No. 2, TWTC refers QCC to its response to Interrogatory No. 1 above.

Further, aside from the general objections stated above, TWTC also asserts the specific objections shown below for particular subparts to Interrogatory No. 2.

Answers to Interrogatory No. 2 subparts provided by: Counsel and Carolyn Ridley, V.P. Regulatory, TWTC.

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

For any time period prior to August 24, 2008, the agreements speak for themselves and can be compared to the applicable price lists. For the period after August 24, 2008, the intrastate switched access rates applicable under both agreements were the filed price list rates of TWTC in Florida. See also TWTC response to Interrogatory No. 1 above.

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

See TWTC response to Interrogatory No. 1 above. For the AT&T/tw Agreement, the rates were agreed to only in conjunction with a total revenue commitment set forth in the AT&T/tw Agreement. To the extent the AT&T/tw Agreement resulted in the application of rates different from price list rates in periods prior to August 24, 2008, the rates, terms and conditions of the AT&T/tw Agreement resulted from a lengthy negotiation to resolve significant disputes between the parties under a previous agreement. In addition, the provisions regarding switched access were dependent upon all of the other provisions of the AT&T/TWTC Agreement, which also encompassed purchases of other, non-intrastate service, most notably a revenue

**commitment on a "take or pay" basis that required AT&T to pay the difference between the applicable commitment in any contract year and its actual purchases of eligible services under the AT&T/TWTC Agreement.**

**For the AT&T/XC Agreement, TWTC acquired XC in November 2006 and does not have knowledge of the reasons for decisions or negotiation strategies related to that agreement.**

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

**The AT&T/TWTC Agreement became effective on January 1, 2001. The AT&T/XC Agreement states that it was effective September 1, 2002. See also TWTC response to Interrogatory No. 1 above.**

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

**Effective August 24, 2008, the TWTC price list rates for switched access services apply under both the AT&T/TWTC Agreement and the AT&T/XC Agreement. This was reflected as of invoices rendered November 2008. The agreements remain in effect except for the provisions addressing switched access pricing. See also Response to Interrogatory No. 1 above.**

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

**TWTC objects on the grounds that information responsive to this request, is unduly burdensome to produce, is carrier proprietary information and is not relevant. Without waiving and subject to the general and specific objections stated, TWTC states that any responsive documents it may produce will be confidential information and will not be provided to Qwest without a mutually acceptable non-disclosure agreement. TWTC may therefore supplement this response and any related responses at a later date, as appropriate.**

- f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

**TWTC objects to the foregoing as irrelevant. Appending or filing agreements is not required by Florida law and failure to append/file does not constitute a violation of**

law. Without waiving and subject to its general and specific objections, TWTC responds in the negative.

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

**TWTC objects to the foregoing as irrelevant. Publication of agreements is not required by Florida law and failure to publish does not constitute a violation of law.**

Without waiving and subject to its general and specific objections, TWTC responds that it filed a copy of the AT&T/TWTC Agreement, with certain confidential portions redacted, with the Securities Exchange Commission as Exhibit 10.1 to its Quarterly Report on Form 10-Q for the quarter ended June 30, 2005. The document is available to the public through the EDGAR filing system and can be accessed on [www.sec.gov](http://www.sec.gov). It is apparent from the document text posted there that the agreement addresses switched access service. See:

<http://www.sec.gov/Archives/edgar/data/1057758/000119312505162491/dex101.htm>

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and subject to its general and specific objections, TWTC responds in the negative as to the AT&T/TWTC Agreement, as there were no other IXCs similarly situated to AT&T. TWTC does not have knowledge of whether XC made or did not make an offer to any other IXC and no other IXC would have qualified.**

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

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Subject to and without waiving its general or specific objections, TWTC states that, at a minimum, Qwest was not similarly situated in terms of its ability to make a revenue commitment at similar levels, Qwest's overall spend with TWTC was and remains significantly less and because the AT&T/TWTC Agreement was part of a broader settlement to resolve a number of prior disputes between TWTC and AT&T.**

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Subject to and without waiving its general or specific objections, TWTC refers to its answer to Interrogatory No. 2(i) and states that in the case of the AT&T/TWTC Agreement, in particular, there would have been no need for such an evaluation, since AT&T and Qwest are patently and obviously not similarly situated. As to the AT&T/IXC Agreement, TWTC does not know if such an evaluation was done at the time agreements became effective.**

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

**As to the AT&T/TWTC Agreement, no, to the first portion of the question, and yes, to the second. Nonetheless, the AT&T/TWTC Agreement and AT&T/IXC Agreement speak for themselves. Therefore, TWTC refers to its answer to Interrogatory No. 1.**

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and subject to its general and specific objections, TWTC responds in the negative for the AT&T/TWTC Agreement and that it does not have knowledge as to the AT&T/IXC Agreement.**

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and subject to its general and specific objections, TWTC responds in the negative for the AT&T/TWTC Agreement and that it does not have knowledge as to the AT&T/IXC Agreement.**

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

**TWTC objects to the foregoing as vague and ambiguous and as not relevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Without waiving and subject to its general and specific objections, TWTC states that for the original AT&T/TWTC Agreement in 2001, George Bykowski and Jill Greenblat were negotiators for TWTC. Mr. Bykowski is not presently employed by TWTC. For the Sixteenth Amendment to the AT&T/TWTC Agreement, whereby TWTC price list rates for switched access became applicable, the TWTC negotiators were Mr. Tom Marx and Mr. Graham Taylor. With respect to the AT&T/XC Agreement, we do not have knowledge of employees or agents who participated in negotiation. Mr. Marx, Mr. Taylor and Ms. Greenblat may only be contacted through counsel.**

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Filing agreements is not required by Florida law and failure to file does not constitute a violation of law. Without waiving and subject to its general and specific objections, TWTC responds in the negative as to regulatory commissions for both the AT&T/TWTC Agreement and the AT&T/XC Agreement, but refers to its answer to Interrogatory No. 2(g) regarding publication of the AT&T/TWTC Agreement.**

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Not applicable. See response to Interrogatory No. 2(o).**

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Filing agreements is not required by Florida law and failure to file does not constitute a violation of law. Without waiving and subject to its general and specific objections, TWTC responds in the negative as to regulatory commissions for both the AT&T/TWTC Agreement and the AT&T/XC Agreement, but refers to its answer to Interrogatory No. 2(g) regarding publication of the AT&T/TWTC Agreement. TWTC further states that**

**it would not disclose one customer's agreement to another customer unless required by law to do so. Moreover, in this instance, Qwest is not similarly situated, and Qwest never indicated it has any interest in negotiating a comprehensive agreement for switched access and other services that included a revenue commitment similar to AT&T's.**

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

**Not applicable. See response to Interrogatory No. 2(q).**

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

**TWTC objects to the foregoing as irrelevant to the sections of the Florida Statutes and issues subject to adjudication in this proceeding. Filing agreements is not required by Florida law and failure to file does not constitute a violation of law. Without waiving and subject to its general and specific objections, TWTC responds in the negative, but refers to its answer to Interrogatory No. 2(g) regarding publication of the AT&T/TWTC Agreement. Qwest therefore knew of the agreement at that time, if not from the SEC filing, then from the Minnesota proceedings regarding CLEC switched access agreements (see In the Matter of the Complaint of the Minnesota Department of Commerce for Commission Access Against AT&T Regarding Negotiated Contracts for Switched Access Services, Minnesota Public Utilities Commission, Docket No. 04-235 (2004)). TWTC further responds that Qwest never indicated it has any interest in negotiating a comprehensive agreement for switched access and other services that included a revenue commitment similar to AT&T's.**

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

**Not applicable. See response to subpart (s) above.**

Time Warner Telecom of Florida, L.P.

Florida Access Tariff PSC No. 2  
Original Sheet 60

SECTION 3 - SWITCHED ACCESS SERVICE continued

3.6 Switched Access Service Rates and Charges

3.6.1 Carrier Common Line Charges

Carrier Common Line (Origination)	\$0.01868
Carrier Common Line (Termination)	\$0.02754

3.6.2 Transport Interconnection Charges

Transport Interconnection (Origination)	\$0.00577
Transport Interconnection (Termination)	\$0.00577

3.6.3 Switched Transport

Tandem Transport Origination (per minute)	\$0.00022
Tandem Transport Facility Origination (p minute)	\$0.00015
Tandem Transport Origination (p minute/p mile)	\$0.00022
Tandem Transport Facility Termination (p minute/p mile)	\$0.00015

3.6.4 Tandem Switching

Local Switching (Originating)	\$0.01439
Local Switching (Termination)	

3.6.5 Information Surcharge

Information Surcharge	\$0.00000
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3.6.6 8XX Database Query Surcharge

Per Query	\$0.000735
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Date Issued: October 28, 2004  
Issued By: Carolyn Marek, Vice President - Regulatory Affairs  
233 Bramerton Court  
Franklin, Tennessee 37069  
(615) 376-6404

Effective: October 29, 2004

FLO0017

Time Warner Telecom of Florida, L.P.

Florida Price List No. 4  
Original Page 65

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ACCESS SERVICES PRICE LIST

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SECTION 8 - CUSTOMER SPECIFIC CONTRACTS

8.1 General

The Company may provide any of the services offered under this terms and conditions document, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this terms and conditions document or the applicable price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this terms and conditions document are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any similarly situated Customer that places an order within 90 days of their effective date.

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Issued: October 26, 2007

Effective: October 29, 2007

Issued by: Carolyn Ridley, Vice President - Regulatory Affairs  
555 Church Street, Suite 2300  
Nashville, Tennessee 37219

FLa0709a



**REDACTED**

Docket No. 090538-TP  
2002 US LEC-AT&T Agreement  
Exhibit WRE-39A, Page 1 of 7

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
2001 US LEC-Sprint Agreement  
Exhibit WRE-39B, Page 1 of 19

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
US LEC-MCI Agreement  
Exhibit WRE-39D, Page 1 of 21

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA**

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

Docket No. 090538-TP

Dated: December 9, 2011

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**US LEC OF FLORIDA, LLC D/B/A PAETEC BUSINESS SERVICES'  
OBJECTIONS AND RESPONSES TO  
QWEST COMMUNICATIONS COMPANY, LLC'S  
FIRST SET OF INTERROGATORIES (NOS. 1-10) AND  
DOCUMENT REQUESTS (NOS. 1-9)**

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US LEC of Florida, LLC d/b/a PaeTec Business Services ("US LEC") hereby submits its objections and responses to Qwest Communications Company, LLC d/b/a Century Link QCC's ("Qwest" or "QCC") First Set of Interrogatories (Nos. 1-10) and Document Requests (Nos. 1-9) (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

US LEC of Florida, LLC d/b/a PaeTec Business Services

Before the Public Service Commission of the  
State of Florida

Docket No. 090538-TP

Respondent: Al Finnell, Senior Manager -  
Carrier Relations, US LEC of  
Florida, LLC d/b/a PAETEC  
Business Services

Objections Prepared By US  
LEC's Undersigned Outside  
Counsel

**REQUEST:** **Qwest Set No.1, Interrogatory No. 1**

**DATED:** October 21, 2011

**ITEM:** Identify each and every agreement, whether or not still in effect,  
Qwest FL - US LEC entered into since January 1, 1998 between you and any IXC relating to  
Int. 1- 1 going-forward rates, terms or conditions (as of the date of the  
agreement) for the provision (by you) of intrastate switched access  
services to the IXC. These agreements include, but are not limited to,  
settlement agreements and so-called "switched access service  
agreements."

**US LEC  
RESPONSE:**

In addition to the General Objections, US LEC objects to this Data  
Request on the grounds that it is *Overtly Broad* and *Unduly  
Burdensome*.

Subject to, and without waiving the foregoing objections, US LEC  
responds as follows: Based on US LEC's understanding, AT&T has  
already identified and provided to Qwest, in response to the subpoena  
issued in this docket, such agreements. Such agreements between US  
LEC and AT&T included a: (1) Switched Access Service Purchase  
Agreement (effective May 1, 1998) which was amended in 1999  
(effective October 1, 1999) (collectively "AT&T 1998 Agreement");  
(2) Switched Access Service Agreement (effective March 14, 2002)  
("AT&T 2002 Agreement"); and (3) Services and Settlement  
Agreement (effective April 30, 2008) ("AT&T 2008 Settlement  
Agreement").

In addition, based on US LEC's understanding, Sprint has already

Qwest FL - US LEC Int. 1- 1

identified and provided to Qwest, in response to the subpoena issued in this docket, such agreements. Such agreements between US LEC and Sprint included a: (1) Settlement and Switched Access Service Rate Agreement (effective October 5, 2001) that was amended in 2002 (effective April 10, 2002) (collectively "Sprint 2001 Settlement Agreement"); and (2) Settlement Agreement and General Release along with the contemporaneous Access Service Agreement (effective February 16, 2006) ("Sprint 2006 Settlement Agreement").

In addition, in 2006, US LEC entered into a Settlement Agreement with MCI (dated February 17, 2006) ("MCI 2006 Settlement Agreement").

Moreover, in 2006, US LEC entered into a Release and Settlement Agreement, Intrastate Wireless-Originated 8YY Services Settlement Agreement, and Qwest Wholesale Services Agreement with Qwest (all dated August 4, 2006) (collectively "Qwest 2006 Settlement Agreement").

US LEC of Florida, LLC d/b/a PaeTec Business Services

Before the Public Service Commission of the  
State of Florida

Docket No. 090538-TP

Respondent: Al Finnell, Senior Manager -  
Carrier Relations, US LEC of  
Florida, LLC d/b/a PAETEC  
Business Services

Objections Prepared By US  
LEC's Undersigned Outside  
Counsel

**REQUEST:** Qwest Set No.1, Interrogatory No. 2

**DATED:** October 21, 2011

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

Qwest FL - US LEC  
Int. 1-2

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

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

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

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

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

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement

Qwest FL - US LEC Int. 1-2



with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

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

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

US LEC  
RESPONSE:

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
<p>1-2(a) Identify which rates, terms or conditions set by the agreement differ (or at any time differed) from the rates, terms or conditions stated in your filed Florida switched access price list effective at the time of such difference.</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the settlement agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the settlement agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p> <p>Subject to, and without waiving the foregoing objections,</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the settlement agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the settlement agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p>	<p>In addition to the General Objections, US LEC objects to this Data Request because it improperly requests US LEC to create data by undertaking an analysis of the settlement agreement and US LEC's switched access price list in Florida, rather than seeking any existing data. This settlement agreement and US LEC's price list speak for themselves. Additionally, Qwest is capable of reviewing and comparing these documents itself.</p>

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				US LEC responds as follows: in Florida, this settlement agreement does not offer to AT&T intrastate access service at rates, terms and conditions that are different from those offered to Qwest under US LEC's relevant price list.			
1-2(b) Fully describe all reasons explaining and supporting your decision to offer the IXC rates, terms and conditions for intrastate switched access different from the rates, terms and conditions set forth in your then-effective price list.	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential	In addition to the General Objections, US LEC objects to this Data Request on the grounds that it seeks information that is confidential, both as carrier proprietary information and as proprietary business information between two companies, and because it seeks information surrounding confidential

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
	<p>settlement discussions that lead to a confidential settlement agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>	<p>discussions that lead to a confidential agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>	<p>discussions that lead to a confidential agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>	<p>settlement discussions that lead to a confidential settlement agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>	<p>settlement discussions that lead to a confidential settlement agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>	<p>settlement discussions that lead to a confidential settlement agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>	<p>settlement discussions that lead to a confidential settlement agreement.</p> <p>US LEC further objects to this Data Request on the grounds that it is <i>Overly Broad, Unduly Burdensome, and Not Relevant</i>, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information that pertains to services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. US LEC also objects to this Data Request</p>

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement was a settlement agreement that was intended to resolve a unique and</p>	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement explains its basis and, therefore, speaks for itself.</p>	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement was a settlement agreement that was intended to resolve a unique and</p>	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement was a settlement agreement that was intended to resolve a unique and</p>	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement was a settlement agreement that was intended to resolve a unique and</p>	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement was a settlement agreement that was intended to resolve a unique and</p>	<p>because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from US LEC's price list. Consistent with the General Objections asserted above, US LEC emphasizes its objection that the information requested is more than likely protected by the attorney-client and/or work product privileges.</p> <p>Subject to, and without waiver of these objections, US LEC responds as follows: The agreement was a settlement agreement that was intended to resolve a unique and</p>

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
	discrete past billing dispute that US LEC had with this IXC at the time the agreement was executed. The settlement agreement references the dispute and speaks for itself.		discrete past billing dispute that US LEC had with this IXC at the time the agreement was executed. The settlement agreement references the dispute and speaks for itself.	discrete past billing dispute that US LEC had with this IXC at the time the agreement was executed. The settlement agreement references the dispute and speaks for itself.	discrete past billing dispute that US LEC had with this IXC at the time the agreement was executed. The settlement agreement references the dispute and speaks for itself.	discrete past billing dispute that US LEC had with this IXC at the time the agreement was executed. The settlement agreement references the dispute and speaks for itself.	discrete past billing dispute that US LEC had with this IXC at the time the agreement was executed. The settlement agreement references the dispute and speaks for itself.
1-2(c) Identify the precise date on which the agreement became effective.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date upon which the parties entered into the settlement agreement, <i>i.e.</i> , August 4, 2006.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date identified as the effective date in the agreement, <i>i.e.</i> , May 1, 1998.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date identified as the effective date in the agreement, <i>i.e.</i> , March 14, 2002.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date identified as the effective date in the settlement agreement, <i>i.e.</i> , April 30, 2008.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date identified as the effective date in the settlement agreement, <i>i.e.</i> , October 5, 2001.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date identified as the effective date in the settlement agreement, <i>i.e.</i> , February 16, 2006.	Subject to, and without waiver of the General Objections, US LEC responds as follows: The effective date is the date upon which the parties entered into the settlement agreement, <i>i.e.</i> , February 17, 2006.
1-2(d) Identify the precise date on which the agreement terminated. To	Subject to, and without waiver of the General Objections, US LEC responds as	Subject to, and without waiver of the General Objections, US LEC responds as	Subject to, and without waiver of the General Objections, US LEC responds as	Subject to, and without waiver of the General Objections, US LEC responds as	Subject to, and without waiver of the General Objections, US LEC responds as	Subject to, and without waiver of the General Objections, US LEC responds as	Subject to, and without waiver of the General Objections, US LEC responds as

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Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.	follows: To the best of US LEC's knowledge, the settlement agreement has not been terminated.	follows: The Switched Access Provisions terminated no later than the effective date of the AT&T 2002 Agreement.	follows: Per the fourth whereas clause of the AT&T 2008 Settlement Agreement, the agreement terminated on June 30, 2007.	follows: After two extensions through June 20, 2011, the settlement agreement was terminated as of June 20, 2011 by letter dated October 6, 2011.	follows: The settlement agreement terminated no later than the effective date of the Sprint 2006 Settlement Agreement.	follows: To the best of US LEC's knowledge, this settlement agreement has not been terminated.	follows: To the best of US LEC's knowledge, this settlement agreement has not been terminated.
1-2(e) Identify, by year, how many dollars, and for how many minutes of use, you billed the IXC for intrastate switched access services in Florida while the agreement was effective.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.  Moreover, US LEC Objects to this Data Request because Qwest was provided	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad, Unduly Burdensome, Ambiguous</i> and the information requested is carrier proprietary information that is shielded by law from disclosure.



Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
	copies of US LEC's bills to Qwest when US LEC sent its original invoices to Qwest. Qwest should have these bills in its files.						
1-2(f) Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	In addition, to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant</i> , since US LEC is not named in Qwest's Third Claim for Relief in its Amended Complaint. Subject to, and without waiver of the foregoing objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
1-2(g) Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: On August 17, 2009, US LEC's affiliate PAETEC publicly filed its Advice Letter #118 and attachments that included a redacted version of this settlement agreement with the California Public Utilities Commission.  In addition, on August 14, 2009, US LEC's affiliate PAETEC publicly filed a redacted version of this agreement with its Motion for Summary Judgment that was filed with the California	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.

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Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				Public Utilities Commission in Case No. C.08-08-006.			
1-2(h) Identify whether you offered equivalent rates, terms and conditions for switched access services to any other EXC, including but not limited to, QCC.	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the	In addition to the General Objections, US LEC objects to this Data Request because the agreement submitted in response to Qwest FL-US LEC DR 1-2(a) speaks for itself. Qwest is equally capable of comparing the agreement with US LEC's price list on file with the Commission and is equally capable of comparing the other agreements submitted in response to Qwest FL-US LEC DR 1-2(a) to one another. US LEC further objects to this Data Request because the

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Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
	<p>term equivalent is <i>Ambiguous</i>.</p> <p>Moreover, US LEC objects to this Data Request because it assumes, in part, the settlement agreement was with another IXC and not Qwest, so the interrogatory is not applicable because the settlement agreement was with Qwest.</p>	term equivalent is <i>Ambiguous</i> .	term equivalent is <i>Ambiguous</i> .	term equivalent is <i>Ambiguous</i> .	term equivalent is <i>Ambiguous</i> .	term equivalent is <i>Ambiguous</i> .	term equivalent is <i>Ambiguous</i> .
<p>1-2(i) If you contend that QCC was not (at the time of the agreement became effective) similarly situated to the IXC party to the agreement, identify and fully explain all ways in which QCC and said IXC were not similarly</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>	<p>In addition to the General Objections, US LEC objects to this data request on the grounds that it is <i>Overly Broad, Calls for a Legal Conclusion</i>, and seeks the creation, rather than production of data.</p>

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
situated.	Moreover, US LEC objects to this Data Request because it assumes the settlement agreement was with another DXC and not Qwest, so the interrogatory is not applicable because the settlement agreement was with Qwest.						
1-2(j) With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the DXC party to the agreement were similarly situated?	Subject to, and without waiver of the General Objections, US LEC responds as follows: Not Applicable. The interrogatory assumes the settlement agreement was with another DXC and not Qwest so the interrogatory is not applicable because the settlement	Subject to, and without waiver of the General Objections, US LEC responds as follows: It is US LEC's understanding that on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: It is US LEC's understanding that on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: It is US LEC's understanding that on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: It is US LEC's understanding that on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not;	Subject to, and without waiver of the General Objections, US LEC responds as follows: It is US LEC's understanding that on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: It is US LEC's understanding that on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not.

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
	agreement was with Qwest.						
1-2(k) Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the agreement, not data. The agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the agreement, not data. The agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .	In addition to the General Objections, US LEC objects to this Data Request because it seeks an interpretation of the settlement agreement, not data. The settlement agreement speaks for itself. Moreover, US LEC objects to this Data Request because it is <i>Unduly Burdensome</i> , and <i>Overly Broad</i> .
1-2(l) Did you produce or rely on a cost study to establish the intrastate switched access rate set forth	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US

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Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
in the agreement?	LEC's knowledge, US LEC did not.	LEC's Knowledge, US LEC did not.	LEC's knowledge, US LEC did not.	LEC's knowledge, US LEC did not.	LEC's knowledge, US LEC did not.	LEC's knowledge, US LEC did not.	LEC's knowledge, US LEC did not.
1-2(m) Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.
1-2(n) Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Overly Broad and Unduly Burdensome</i> . The settlement agreement speaks for itself and identity of the persons who negotiated the agreement, including individuals no longer with US LEC, are not reasonably related to any legitimate issue in this proceeding.

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Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
1-2(o) During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of USC LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC's affiliate PAETEC did.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.
1-2(p) If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.	Not applicable.	Not applicable.	Not applicable.	In addition to the General Objections, US LEC objects to this Data Request because it is <i>Not Relevant and Overly Broad</i> .  Subject to, and without waiver of the foregoing objections, US LEC responds as follows: US LEC's affiliate PAETEC asked AT&T if it could file the 2008	Not applicable.	Not applicable.	Not applicable.

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Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				<p>settlement agreement with the California Public Utilities Commission and AT&amp;T consented. On August 17, 2009, US LEC's affiliate PAETEC filed Advice Letter #118 and attachments, which included a redacted version of the settlement agreement, with the California Public Utilities Commission.</p> <p>On August 14, 2009, US LEC's affiliate PAETEC publicly filed a redacted version of this agreement with its Motion for Summary Judgment that was filed with the California</p>			

Qwest FL - US LEC Int. 1- 2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				Public Utilities Commission in Case No. C.08-08-006.			
1-2(q) During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, no as to outside of this litigation, and as to US LEC's affiliate PAETEC, no as to outside of this litigation and the context of the CA PUC Case No. C08-08-006. See also objections and responses to Qwest FL-US LEC Ints. 1-2(s) & 2(t) below.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.	Subject to, and without waiver of the General Objections, US LEC responds as follows: To the best of US LEC's knowledge, US LEC did not.
1-2(r) If your answer to subpart q. is other than an unqualified "no," please fully explain	Not applicable	Not applicable	Not applicable	Subject to, and without waiver of the General Objections, US LEC responds as follows:	Not applicable	Not applicable	Not applicable

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
your response and the IXC's response to your request.				Not applicable. US LEC's objections and response to Qwest FL-US LEC Int. 1-2(q) is self explanatory.			
1-2(s) During the period of time the agreement was effective, did you ever (a) disclose or produce a copy of the agreement to QCC, or (b) solicit whether QCC was interested in negotiating a switched access agreement (relating to your provision of switched access to QCC)?	Subject to, and without waiver of the General Objections, US LEC responds as follows: The interrogatory assumes the settlement agreement was with another IXC and not Qwest so the interrogatory is not applicable because the settlement agreement was with Qwest.	Subject to, and without waiver of the General Objections, US LEC Responds as follows: To the best of US LEC's knowledge, the answer to both (a) and (b) is no.	Subject to, and without waiver of the General Objections, US LEC Responds as follows: To the best of US LEC's knowledge, the answer to both (a) and (b) is no.	Subject to, and without waiver of the General Objections, US LEC Responds as follows: To the best of US LEC's knowledge, the answer to both (a) and (b) is no.  However, US LEC's affiliate PAETEC did as to both (a) and (b).	Subject to, and without waiver of the General Objections, US LEC Responds as follows: To the best of US LEC's knowledge, the answer to both (a) and (b) is no.	Subject to, and without waiver of the General Objections, US LEC Responds as follows: To the best of US LEC's knowledge, the answer to both (a) and (b) is no.  However, see objections and response to Qwest FL-US LEC Int. 1-2(s) regarding the AT&T 2008 Settlement Agreement.	Subject to, and without waiver of the General Objections, US LEC Responds as follows: To the best of US LEC's knowledge, the answer to both (a) and (b) is no.  However, see objections and response to Qwest FL-US LEC Int. 1-2(s) regarding the AT&T 2008 Settlement Agreement.
1-2(t) If your answer to subpart s. is other than an	Subject to, and without waiver of the General	Not applicable	Not applicable	Subject to, and without waiver of the General	Not applicable	See US LEC's objections and response to Qwest	See US LEC's objections and response to Qwest

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
unqualified "no," fully explain your response.	Objections, US LEC responds as follows: The interrogatory assumes the settlement agreement was with another IXC and not Qwest so the interrogatory is not applicable because the settlement agreement was with Qwest. See objections and response Qwest FL-US LEC Int. 1-2(t) relating to the AT&T 2008 Settlement Agreement.			<p>Objections, US LEC responds as follows:</p> <p>As to Interrogatories 1-2(t)(a) &amp; (b), as US LEC explained in paragraph 10 of its Answer to Qwest's Complaint,</p> <p>"In response to the third sentence Paragraph 10(r)(ii) of Qwest's Amended Complaint, US LEC admits that Qwest made a demand dated February 25, 2008 on US LEC's affiliate PAETEC to disclose copies of its off-price list arrangements and to provide Qwest intrastate switched access services at the most favorable rates, terms and conditions provided</p>		FL-US LEC DR. 1-2(t) concerning US LEC's 2008 Settlement Agreement with AT&T.	FL-US LEC DR. 1-2(t) concerning US LEC's 2008 Settlement Agreement with AT&T.

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2003 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				<p>to other IXCs. US LEC denies that it did not honor Qwest's request.</p> <p>On March 19, 2008, Tami Spocogee from US LEC sent an email to Candace A. Mowers acknowledging receipt of the letter from Qwest. US LEC stated in that email that although it did not have an agreement with AT&amp;T, McLeodUSA, which is also an affiliate of US LEC, did. US LEC informed Qwest that it would share the general terms of the McLeodUSA/AT&amp;T agreement with Qwest and was willing to offer a comparable deal to</p>			

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				<p>any company that could meet the requirements. US LEC further informed Qwest that if Qwest required an agreement for the entire PAETEC enterprise, the discount and commitment amount contained in the McLeodUSA/AT&amp;T agreement would need to be renegotiated as the current agreement is only applicable in the McLeodUSA territory. While US LEC in September of 2008 entered into an Agreement with AT&amp;T effective as of April 30, 2008, US LEC has already offered the terms of the 2008 Agreement to Qwest retroactive to the effective date</p>			

Qwest FL - US LEC Int. 1-2

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				<p>and as noted, in March of 2008, before US LEC even entered into the 2008 Agreement with AT&amp;T, US LEC offered to negotiate with Qwest a similar agreement, an offer which Qwest did not accept."</p> <p>In addition, US LEC's affiliate PAETEC, on August 14, 2009, again provided written email confirmation concerning a discussion that Mr. Messenger had with Qwest the prior week that "PAETEC is willing to, and hereby does, offer to Qwest the same rates, terms and conditions</p>			

Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				<p>regarding intrastate switched access that PAETEC is providing to AT&amp;T in our 2008 Services and Settlement Agreement, retroactive to the effective date of that agreement (April 30, 2008)."</p> <p>Furthermore, on August 14, 2009, PAETEC publicly filed a redacted version of this agreement with its Motion for Summary Judgment that was filed with the California Public Utilities Commission in Case No. C.08-080-006.</p> <p>Moreover, on August 17, 2009, US LEC's affiliate PAETEC provided</p>			

Qwest FL - US LEC Int. 1-2



Interrogatory	Qwest 2006 Settlement Agreement	AT&T 1998 Agreement	AT&T 2002 Agreement	AT&T 2008 Settlement Agreement	Sprint 2001 Settlement Agreement	Sprint 2006 Settlement Agreement	MCI 2006 Settlement Agreement
				Qwest a courtesy copy of PAETEC's Advice Letter #118 and attachments, which included a redacted version of the settlement agreement, that were filed with the California Public Utilities Commission on August 17, 2009.			

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Qwest Communications Company, LLC against MCI Metro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

Docket No. 090538-TP

Served: June 6, 2012

**US LEC OF FLORIDA, LLC D/B/A PAETEC BUSINESS SERVICES' OBJECTIONS AND RESPONSES TO QWEST COMMUNICATIONS COMPANY, LLC'S SECOND SET OF INTERROGATORIES (NOS. 11-12) AND DOCUMENT REQUESTS (NOS. 10-11)**

US LEC of Florida, LLC d/b/a PaeTec Business Services ("US LEC") hereby submits its objections and responses to Qwest Communications Company, LLC d/b/a Century Link QCC's ("Qwest" or "QCC") Second Set of Interrogatories (Nos. 11-12) and Document Requests (Nos. 10-11) (collectively "Data Requests" and individually "Data Request") dated May 3, 2012 that are associated with the above-captioned proceeding.

**GENERAL OBJECTIONS AND RESERVATION OF RIGHTS**

US LEC makes the General Objections, which also includes the reservation of rights, provided below to each and every Data Request and also incorporates each of the General

## SPECIFIC RESPONSES TO DATA REQUESTS

### INTERROGATORIES

**Interrogatory No. 11.** In response to QCC Interrogatory No. 2(j), US LEC explains that, "on a tacit basis, US LEC did evaluate whether Qwest was similarly situated and determined that Qwest was not" at the time it entered the agreements at issue in this case.

(a) Fully explain what you mean by "on a tacit basis" in the context of your answer to Interrogatory No. 2(j).

(b) Identify any documents you reviewed which informed the understanding you related in your answer to Interrogatory No. 2(j).

(c) Identify all tangible or intangible bases for the "tacit" understanding you related in your answer to Interrogatory No. 2(j).

(d) Identify (by name, title, contact information and years of service with US LEC) all individuals who can attest to the "tacit" understanding that you related in your answer to Interrogatory No. 2(j).

#### RESPONSE:

(a) By "on a tacit basis," US LEC means that it did not conduct a formal evaluation that was reduced to writing or one based on formal quantitative analysis. Rather, US LEC based its evaluation on an understanding of its existing agreements, US LEC's relationship with Qwest, and US LEC's knowledge regarding Qwest.

(b) Given the age of the information requested, US LEC is not able to produce such documents.

(c) Given the age of the information requested, US LEC is not able to produce such documents.

(d) To the best of US LEC's knowledge, no such person is currently employed by US LEC.

Response Provided By: Stephen B. Weeks.

**Interrogatory No. 12.** In response to QCC Interrogatory No. 8, US LEC states in part that "by entering into the Release and Settlement Agreement, Intrastate Wireless-Originated 8YY Services Settlement Agreement with US LEC," Qwest "has waived its right to object to paying US LEC's tariffed rates for switched access services."

US LEC of Florida Inc.

Florida Price List No. 2  
Original Page 54

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.11 Nonrecurring Charges (cont'd)

3.11.3 Service Rearrangements (cont'd)

Administrative changes include the following:

- change of customer name,
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment,
- change in billing data (name, address, contact name or telephone number),
- change of agency authorization,
- change of customer circuit identification,
- change of billing account number,
- change of Customer test line number,
- change of Customer or Customer's end user contact name or telephone number,
- change of jurisdiction.

Issued: May 5, 1998

Effective: May 6, 1998

Issued By: Gary D. Grefrath  
Executive Vice President Regulatory & Administration  
212 South Tryon Street, Suite 1540  
Charlotte, North Carolina 28281

US LEC of Florida Inc.

Third Revised Page 55  
 Cancels Second Revised Page 55

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.12 Direct Access (1)

T

Transport:

	Per Month
DS0 Port, per port	\$38.00
DS1 Port, per port	\$101.00

Non-Recurring First	Charges Additional	Rate Per Month
------------------------	-----------------------	-------------------

Local Channel

DS1 per termination	\$866.97	\$486.83	\$133.81
DS3 per termination	\$870.50(R)	\$427.88	\$2,100.00

Per Month Fixed	Per Mile	Non-Recurring
--------------------	----------	---------------

Dedicated Interoffice Channel

DS1	\$59.75	\$16.75	\$100.49
DS3	\$1200.00	\$175.00	\$67.19

Non-Recurring First	Charges Additional	Rate Per Month
------------------------	-----------------------	-------------------

Multiplexing

Per Arrangement			
DS3 to DS1	\$145.45	\$584.80	\$721.30
Interface-per DS1	\$85.00		

End User Access,

per minute Terminating	\$0.03820
per minute Originating	\$0.01878

Local Switching,

per minute	\$0.02982
------------	-----------

(1) Rates for access services purchased from US LEC in BellSouth Telecommunications Inc. regions  
 Material formerly appearing on this page now appears on Page 55.1

T

Issued: September 18, 2002

Effective: September 19, 2002

Issued By: Greg Lunsford  
 Regulatory Manager  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.

Florida Price List No.2  
 Original Page 55.0.1

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.12.1 Direct Access (2) N

	Per Month
DS0 Port, per port	\$38.00
DS1 Port, per port	\$101.00

	Non-Recurring First	Charges Additional	Rate Per Month
<b>Entrance Facility</b>			
DS1 per termination	\$788.08		\$260.00
DS1 per additional		\$788.08	\$130.00
DS3 per termination	\$788.08	\$788.08	\$1,400.00

	Per Month Fixed	Per Mile	Non-Recurring
<b>Direct Trunked Transport</b>			
DS1	\$30.00	\$5.00	
DS3	\$500.00	\$70.00	

	Non-Recurring First	Charges Additional	Rate Per Month
<b>Multiplexing</b>			
Per Arrangement DS3 to DS1	\$394.04		\$581.63

<b>End User Access,</b>			
per minute Terminating			\$0.03820
per minute Originating			\$0.01878

<b>Local Switching,</b>			
per minute			\$0.02982

(2) Rates for access services purchased from US LEC in Verizon Florida Inc. regions N

Issued: September 18, 2002

Effective: September 19, 2002

Issued By: Greg Lunsford  
 Regulatory Manager  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.

Florida Price List No. 2  
 Original Page 55.0.2

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.12.2 Direct Access (3)

	Per Month	N
DS0 Port, per port	\$38.00	
DS1 Port, per port	\$101.00	

	Non-Recurring Charges First	Charges Additional	Rate Per Month
Entrance Facility			
DS1 per termination	\$360.00		\$189.00
DS3 per termination within CO	\$366.00		\$832.00
DS3 per termination 0-3 miles	\$366.00		\$1,463.00
DS3 per termination over 3 miles	\$366.00		\$2,577.00

	Per Month Fixed	Per Mile	Non-Recurring
Dedicated Interoffice Channel			
DS1	\$63.90	\$10.80	\$200.00
DS3	\$460.00	\$219.00	\$300.00

	Non-Recurring First	Charges Additional	Rate Per Month
Multiplexing			
Per Arrangement DS3 to DS1	\$ 91.00		\$540.00

End User Access,		
per minute Terminating		\$0.03820
per minute Originating		\$0.01878

Local Switching,		
per minute		\$0.02982

(3) Rates for access services purchased from US LEC in Sprint-Florida Inc. regions N

Issued: September 18, 2002

Effective: September 19, 2002

Issued By: Greg Lunsford  
 Regulatory Manager  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.

Florida Price List No. 2  
Original Page 56

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

	Actual
3.14 800 Database Access Service	
Per Query	
Basic	\$0.0079
Vertical Features	\$0.0082
3.15 Access Order Charge, (non-recurring)	\$105.00
3.16 Installation Charge, (non-recurring)	
Per First Trunk or Signaling Connection	\$915.00
Each additional Trunk or Signaling Connection	\$272.00
3.17 Network Blocking, per call blocked	\$0.0076

Issued: May 5, 1998

Effective: May 6, 1998

Issued By: Gary D. Grefrath  
Executive Vice President Regulatory & Administration  
212 South Tryon Street, Suite 1540  
Charlotte, North Carolina 28281



US LEC of Florida Inc.

Florida Price List No. 2  
Original Page 54

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.11 Nonrecurring Charges (cont'd)

3.11.3 Service Rearrangements (cont'd)

Administrative changes include the following:

- change of customer name,
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment,
- change in billing data (name, address, contact name or telephone number),
- change of agency authorization,
- change of customer circuit identification,
- change of billing account number,
- change of Customer test line number,
- change of Customer or Customer's end user contact name or telephone number,
- change of jurisdiction.

Issued: May 5, 1998

Effective: May 6, 1998

Issued By: Gary D. Grefrath  
Executive Vice President Regulatory & Administration  
212 South Tryon Street, Suite 1540  
Charlotte, North Carolina 28281

US LEC of Florida Inc.  
 d/b/a PAETEC Business Services

Florida Price List No. 2  
 Tenth Revised Page 55  
 Cancels Ninth Revised Page 55

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**

3.12 Direct Access (1)

Transport:

	Per Month	
DS0 Port, per port	\$45.00	(I)
DS1 Port, per port	\$295.00	(I)
DS3 Port, per port	\$8,000.00	(N)
Transport Interconnection Charge		
Per Access minute	\$0.000000	
Transport Termination		(T)
Per Access minute per termination	\$0.000360	

	Rate Per Month	
Entrance Facility		(T)
DS1 per facility, per port, per month	\$300.00	(R)
DS3 per facility, per port, per month	\$7,200.00	(I)
		(T)
		(D)
		(D)

	Non-Recurring Charges		Rate Per Month
	First	Additional	
Multiplexing			
Per Arrangement			
DS3 to DS1	\$145.45	\$584.80	\$721.30
Interface-per DS1	\$85.00		
Network Switching			
Per minute	\$0.02800		

(1) Rates for access services purchased from US LEC in BellSouth Telecommunications Inc. regions

Issued: November 1, 2007

Effective: November 5, 2007

Issued By: Senior Manager – Regulatory Affairs  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.  
 d/b/a PAETEC Business Services

Florida Price List No. 2  
 Seventh Revised Page 55.0.1  
 Cancels Sixth Revised Page 55.0.1

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**

3.12.1 Direct Access (2)

	Per Month	
DS0 Port, per port	\$45.00	(I)
DS1 Port, per port	\$294.99	(I)
DS3 Port, per port	\$8,000.00	(N)
Transport Interconnection Charge		
Per Access minute	\$0.000000	
Transport Termination		
Per Access minute per termination	\$0.00036	(T)
	<u>Rate Per</u>	(T)
	<u>Month</u>	
Entrance Facility		
DS1 per facility, per port	\$300.00	(I)
DS3 per facility, per port	\$7,200.00	(D)
		(T)
		(D)
		(D)

	<u>Non-Recurring Charges</u>	<u>Rate Per</u>
	<u>First</u>	<u>Additional</u>
		<u>Month</u>
Multiplexing		
Per Arrangement		
DS3 to DS1	\$394.04	\$581.63
Network Switching		
Per minute		\$0.0347371

(2) Rates for access services purchased from US LEC in Verizon Florida Inc. regions

Issued: November 1, 2007

Effective: November 5, 2007

Issued By: Senior Manager – Regulatory Affairs  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.  
 d/b/a PAETEC Business Services

Florida Price List No. 2  
 Seventh Revised Page 55.0.2  
 Cancels Sixth Revised Page 55.0.2

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**

3.12.2 Direct Access (3)

	Per Month	
DS0 Port, per port	\$45.00	(I)
DS1 Port, per port	\$295.00	(I)
DS3 Port, per port	\$8,000.00	(N)
Transport Interconnection Charge		
Per Access minute	\$0.000000	(N)
Transport Termination		
Per Access minute per termination	\$0.00018	(T)
	<u>Rate Per Month</u>	(T)
Entrance Facility		(T)
DS1 per facility, per port	\$300.00	(T) (I)
DS3 per facility, per port	\$7,200.00	(T) (I)
		(D)
		(D)
		(D)
		(D)

	<u>Non-Recurring Charges</u>		<u>Rate Per Month</u>
	<u>First</u>	<u>Additional</u>	
Multiplexing			
Per Arrangement			
DS3 to DS1	\$ 91.00	\$540.00	
Network Switching			
Per minute	\$0.025000		

(3) Rates for access services purchased from US LEC in EMBARQ-Florida Inc. regions

Issued: November 1, 2007

Effective: November 5, 2007

Issued By: Senior Manager – Regulatory Affairs  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.

Florida Price List No. 2  
 Seventh Revised Page 55.1  
 Cancels Sixth Revised Page 55.1

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.13 Indirect Access			
Transport:			
Bell South Territory:			
Transport Termination,			(N)
Per minute	\$0.00036		
Tandem Switching			(N)
Per minute	\$0.00050		
Transport Mileage,			(N)
Per minute per mile	\$0.00004		
Verizon Territory:			
Transport Termination,			(N)
Per minute	\$0.00036		
Tandem Switching			(N)
Per minute	\$0.00050		
Transport Mileage,			(N)
Per minute per mile	\$0.00004		
Embarq Territory:			
Transport Termination,			(N)
Per minute	\$0.00018		
Tandem Switching			(N)
Per minute	\$0.000792		
Transport Mileage,			(N)
Per minute per mile	\$0.000036		
Network Switching (Bell South territory)			(N)
Per minute	\$0.02800		
Common Trunk Port Service	\$0.00080		(N)
Network Switching (Verizon territory)			(N)
Per minute	\$0.0347371		
Network Switching (Embarq territory)			(N)
Per minute	\$0.025000		
			(D)

Issued: June 18, 2007

Effective: July 2, 2007

Issued By: Senior Manager - Regulatory Affairs (T)  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

US LEC of Florida Inc.  
 d/b/a PAETEC Business Services

Florida Price List No. 2  
 Second Revised Page 56  
 Cancels First Revised Page 56

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES

	<u>Actual</u>	
3.14 800 Database Access Service		
Per Query		
Basic	\$0.0079	
Vertical Features	\$0.0082	
3.15 Access Order Charge, (non-recurring)	\$105.00	
3.16 Installation Charge, (non-recurring)		
Per First Trunk or Signaling Connection	\$915.00*	(N)
Each additional Trunk or Signaling Connection	\$272.00*	
*Additional charges may apply if labor and/ or other facilities build issues arise.		(N)
3.17 Network Blocking, per call blocked	\$.0076	
3.18 Service Date Change Charge per change requested	\$26.21	
3.19 Design Change Charge per change requested	\$26.21	

Issued: November 1, 2007

Effective: November 5, 2007

Issued By: Senior Manager - Regulatory Affairs  
 6801 Morrison Boulevard  
 Charlotte, North Carolina 28211

(T)

**REDACTED**

Docket No. 090538-TP  
2001 Nuvox-AT&T Agreement  
Exhibit WRE-42A, Page 1 of 7

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
NewSouth-AT&T Agreement  
Exhibit WRE-42B, Page 1 of 11

**\*\*REDACTED\*\***

**REDACTED**



**REDACTED**

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
NuVox-MCI Agreement  
Exhibit WRE-42D, Page 1 of 10

**\*\*REDACTED\*\***

**REDACTED**

**REDACTED**

Docket No. 090538-TP  
NuVox-Sprint Agreement  
Exhibit WRE-42E, Page 1 of 4

**\*\*REDACTED\*\***

**REDACTED**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Qwest Communications Company, LLC against MCI Metro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

Docket No. 090538-TP

**WINDSTREAM NUVOX, INC.'S OBJECTIONS AND RESPONSES TO QWEST COMMUNICATIONS COMPANY, LLC'S FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

Windstream NuVox, Inc. ("Windstream NuVox") hereby submits its objections and responses to Qwest Communications Corporation's ("Qwest") First Set of Interrogatories and Document Requests (collectively "Data Requests" and individually "Data Request") dated October 21, 2011 that are associated with the above-captioned proceeding.

**GENERAL OBJECTIONS AND RESERVATION OF RIGHTS**

1. Windstream NuVox makes the General Objections, which also includes the reservation of rights, provided below to each and every Data Request and also incorporates each of the General Objections, which also includes the reservation of rights, into each and every specific objection to each Data Request.

## SPECIFIC RESPONSES TO DATA REQUESTS

Windstream NuVox's specific responses to Qwest's Data Requests, which includes general and specific objections, are provided below.

### INTERROGATORIES

**Interrogatory No. 1-1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

#### RESPONSE:

In addition to the General Objections, Windstream NuVox objects to this interrogatory on the grounds that it is *Overly Broad* and *Unduly Burdensome*.

Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

Response Provided By: Counsel (objections) and Stephen B. Weeks

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

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

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

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

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

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

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

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

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

RESPONSE:

a. To the extent that Windstream NuVox has such agreements, in addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory as *Unduly Burdensome* because such agreements would speak for themselves.

b. In addition to its General Objections, Windstream NuVox further objects to this interrogatory on the grounds that it is *Overly Broad, Unduly Burdensome, and Not Relevant*, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information regarding services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. Windstream NuVox also objects to this interrogatory because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from Windstream NuVox's price list. Consistent with the General Objections asserted above, Windstream NuVox emphasizes its objection that the information requested more than likely would be protected by the attorney-client and/or work product privileges to the extent that such information exists.

Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

c. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

d. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

e. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory because it seeks information that is *Not Relevant*.

- f. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.
- g. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.
- h. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.
- i. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory on the grounds that it is *Overly Broad, Calls for a Legal Conclusion*, and seeks the creation, rather than production of data. Subject to, and without waiving the foregoing objections, Windstream NuVox states that it has not completed discovery and is not able at this time and has not yet decided all of the arguments that it will present to the Commission in defense of its position. Therefore, Windstream is unable to respond to this interrogatory at this time.
- j. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory on the grounds that it is *Overly Broad, Calls for a Legal Conclusion*, and seeks the creation, rather than production of data. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.
- k. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory because it seeks an interpretation of any agreements that might exist, not data. To the extent that any such agreements exist, such agreements would speak for themselves. Moreover, to the extent that such agreements exist, Windstream NuVox objects to this subpart of this interrogatory because it is *Unduly Burdensome and Overly Broad*.
- l. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.
- m. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.



n. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

o. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

p. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

q. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

r. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

s. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement. Windstream NuVox notes that it solicited whether QCC was interested in negotiated a switched access agreement, as per Appendix Qwest Int 1-2(s) (bates stamp pages WindstreamNuVox 000001 to WindstreamNuVox 000002).

t. Please see Windstream NuVox's response to subpart s of this interrogatory response.

Response Provided By: Counsel (objections) and Stephen B. Weeks

**Interrogatory No. 1-3.** Do you contend that an IXC has the ability to choose which local exchange carrier will provide it originating switched access in connection with an intrastate, long distance call?

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PacTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

Docket No. 090538-TP

Dated: May 2, 2012

**WINDSTREAM NUVOX, INC.'S FIRST SUPPLEMENTAL OBJECTIONS AND RESPONSES TO QWEST COMMUNICATIONS COMPANY, LLC'S FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

Windstream NuVox, Inc. ("Windstream NuVox") hereby submits its first supplemental objections and responses to Qwest Communications Corporation's ("Qwest") First Set of Interrogatories and Document Requests (collectively "Data Requests" and individually "Data Request") dated October 21, 2011, that are associated with the above-captioned proceeding. Windstream NuVox supplements its prior responses to Qwest Interrogatories Nos. 1, 2 and 7 and Document Request No. 2. Windstream NuVox incorporates by reference the general objections and reservation of rights from its initial response.

## **SPECIFIC RESPONSES TO DATA REQUESTS**

Windstream NuVox's specific responses to Qwest's Data Requests, which includes general and specific objections, are provided below.

### **INTERROGATORIES**

**Interrogatory No. 1-1.** Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

**RESPONSE (December 2, 2011):**

In addition to the General Objections, Windstream NuVox objects to this interrogatory on the grounds that it is *Overly Broad* and *Unduly Burdensome*.

Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

**Response Provided By:** Counsel (objections) and Stephen B. Weeks

**SUPPLEMENTAL RESPONSE:**

Subject to the objections previously raised, Windstream supplements its initial response as follows:

Based on Windstream NuVox's understanding, AT&T has already identified and provided to Qwest such agreements in response to the subpoena issued in this docket. Such agreements between Windstream NuVox and AT&T include:

Switched Access Service Agreement between AT&T Corp. and Florida Digital Network, Inc (effective June 1, 2001). Terminated by Florida Digital Network, Inc. (effective October 25, 2005, by letter dated September 26, 2005).

Switched Access Service Agreement between AT&T Corp. and NewSouth Communications Corp. and UniversalCom, Inc. (effective January 1, 2001). Such agreement was amended effective June 1, 2002 (Amendment One to the Switched Access Service Agreement) and again effective April 30, 2003 (Amendment to Switched Access Service Agreement), and, as a result of the merger of NuVox and NewSouth, assigned to NuVox Communications, Inc. (by letter from NuVox Communications, Inc. dated March

24, 2005, effective February 1, 2005). This agreement was superseded by the Switched Access Switched Access Service Agreement between AT&T Corp. and Windstream NuVox, Inc. effective June 8, 2010.

Settlement and Switched Access Service Agreement between AT&T Corp. and NuVox, Inc. (effective November 1, 2001). Pursuant to the letter dated March 24, 2005 discussed above, this agreement was superseded by the then-effective AT&T Corp. - NewSouth Communications Corp. which was assigned to NuVox Communications, Inc. effective Feb 1, 2005.

Release and Settlement Agreement between AT&T Corp. and Windstream NuVox, Inc. (effective June 8, 2010).

Switched Access Service Agreement between AT&T Corp. and Windstream NuVox, Inc. (effective June 8, 2010).

Based on Windstream NuVox's understanding, MCI Network Services, Inc. has already identified and provided to Qwest such agreements in response to the subpoena issued in this docket. Such agreements between Windstream NuVox and AT&T include:

Settlement Agreement between MCI WORLDCOM Network Services, Inc. and NewSouth Communications Corp. (effective February 22, 2002).

Switched Access Service Agreement between MCI Network Services, Inc. and NuVox Communications, Inc. (effective January 1, 2006). Such agreement was amended effective March 12, 2010.

Based on Windstream NuVox's understanding, Sprint Communications Company L.P. has already identified and provided to Qwest such agreements in response to the subpoena issued in this docket.:

Settlement Agreement and General Release between Sprint Communications Company L.P. and NewSouth Communications Corp. and UniversalCom, Inc. (effective February 28, 2001).

Settlement Agreement and General Release between Sprint Communications Company L.P. and NuVox Communications, Inc. (effective August 26, 2002).

Settlement Agreement and General Release between Sprint Communications Company L.P. and NuVox Communications, Inc. (effective March 20, 2006).

Other than as described above, Windstream NuVox continues to provide services pursuant to such agreements.

Supplemental Response Provided By: Stephen B. Weeks (Director-Wholesale Services)

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

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

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

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

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

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

f. Did you append the agreement (or a summary thereof) to your Florida switched access price list or file the agreement with the Commission as an off-tariff, individual-case-basis agreement or for any other reason?

g. Did you otherwise (i.e., apart from the filing of the agreement with the Commission) make the agreement, or the terms of the agreement, publicly known? If so, fully explain how you did so.

h. Identify whether you offered equivalent rates, terms and conditions for switched access services to any other IXC, including but not limited to, QCC.

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

j. With regard to your answer to subpart i., did you evaluate, at the time the agreement became effective, whether QCC and the IXC party to the agreement were similarly situated?

k. Does/did the rate or rates set forth in the agreement apply only to a set, minimum or maximum number of intrastate switched access minutes of use, or does/did the rate(s) apply to as many switched access minutes as the IXC would use while the agreement was effective? Please explain any such limitations/requirements.

l. Did you produce or rely on a cost study to establish the intrastate switched access rate set forth in the agreement?

m. Did you produce or rely on a demand study or an elasticity study to establish the intrastate switched access rate set forth in the agreement?

n. Identify (by name, job title and address) all employees or agents who participated in negotiating the agreement with the IXC.

o. During the period of time the agreement was effective, did you ever ask the IXC's consent to file the agreement with the Commission or any other state regulatory Commission?

p. If your answer to subpart o. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

q. During the period of time the agreement was effective, did you ever ask the IXC's consent to disclose a copy of the agreement to QCC or another IXC?

r. If your answer to subpart q. is other than an unqualified "no," please fully explain your response and the IXC's response to your request.

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

t. If your answer to subpart s. is other than an unqualified "no," fully explain your response.

RESPONSE (December 2, 2011):

a. To the extent that Windstream NuVox has such agreements, in addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory as *Unduly Burdensome* because such agreements would speak for themselves.

b. In addition to its General Objections, Windstream NuVox further objects to this interrogatory on the grounds that it is *Overly Broad, Unduly Burdensome, and Not Relevant*, which includes, but is not limited to, not being reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information regarding services and charges outside the state of Florida, thus beyond the jurisdiction of the Commission and the legitimate scope of this proceeding. Windstream NuVox also objects to this interrogatory because it assumes the existence of undemonstrated facts, specifically that the agreement terms differ materially from Windstream NuVox's price list. Consistent with the General Objections asserted above, Windstream NuVox emphasizes its objection that the information requested more than likely would be

protected by the attorney-client and/or work product privileges to the extent that such information exists.

Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

c. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

d. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

e. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory because it seeks information that is *Not Relevant*.

f. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

g. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

h. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

i. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory on the grounds that it is *Overly Broad, Calls for a Legal Conclusion*, and seeks the creation, rather than production of data. Subject to, and without waiving the foregoing objections, Windstream NuVox states that it has not completed discovery and is not able at this time and has not yet decided all of the arguments that it will present to the Commission in defense of its position. Therefore, Windstream is unable to respond to this interrogatory at this time.

j. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory on the grounds that it is *Overly Broad, Calls for a Legal Conclusion*,

and seeks the creation, rather than production of data. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

k. In addition to its General Objections, Windstream NuVox objects to this subpart of this interrogatory because it seeks an interpretation of any agreements that might exist, not data. To the extent that any such agreements exist, such agreements would speak for themselves. Moreover, to the extent that such agreements exist, Windstream NuVox objects to this subpart of this interrogatory because it is *Unduly Burdensome* and *Overly Broad*.

l. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

m. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

n. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

o. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

p. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

q. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.

r. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement.



s. Subject to, and without waiver of its General Objections, to the extent that Windstream NuVox has any such agreements, please see the confidential appendix/appendices to be provided and designated at such time as Windstream NuVox and Qwest enter into a non-disclosure agreement. Windstream NuVox notes that it solicited whether QCC was interested in negotiated a switched access agreement, as per Appendix Qwest Int 1-2(s) (bates stamp pages WindstreamNuVox 000001 to WindstreamNuVox 000002).

t. Please see Windstream NuVox's response to subpart s of this interrogatory response.

Response Provided By: Counsel (objections) and Stephen B. Weeks

SUPPLEMENTAL RESPONSE:

Subject to the objections previously raised, Windstream supplements its initial response as follows:

b. Windstream NuVox no longer employs key employees that played a role in many of the agreements entered into prior to February 8, 2010 and, based on this, is unable to provide a complete response with regard to every agreement. With regard to all agreements listed in response to Qwest Interrogatory 1-1, the reasons explaining or supporting the responsive agreements would include, but are not limited to: the reasons stated in such agreement, the counter-party's unique size and status in the markets; the counter-party's geographic and network presence, including points of interconnection; the volume, nature and history of all services purchased by and between the parties; the importance of the broader business relationship of the parties; the relative position and strength of the parties in the markets; the significance, history and services which were the subject of disputes between the parties which were settled at the end of lengthy negotiations in whole or in part by such agreements. Further, it is common knowledge in the industry that major interexchange carriers refused to pay CLEC price list rates for switched access beginning in the early 2000's, continuously disputed such rates, and used its position to leverage settlements.

c. Please see Windstream NuVox's response to Qwest Interrogatory 1-1.

d. Please see Windstream NuVox's response to Qwest Interrogatory 1-1.

f. No.

g. No.

h. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. In negotiating agreements with multiple carriers (which could have included Qwest had Qwest accepted Windstream NuVox's invitation as described in the initial response to subpart s), many elements

of pre-existing contracts may have been proposed in negotiating future contracts with other interexchange carriers. Windstream would have considered the matters described in response to subpart b.

l. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge: No.

m. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge: No.

n. The following agents and current employees were the primary participants in negotiating the current agreement with AT&T:

Cesar Caballero, Vice President – Regulatory Strategy, 4100 Rodney Parham Rd., Little Rock, AR 72212.

Thomas Houlihan, Staff Mgr. Telecom Procurement, 2 N. Main St., Greenville, SC 29601

Joyce Latham, Director-OSP Engineering (previously, Director-Finance), 4100 Rodney Parham Rd., Little Rock, AR 72212

Richard Raynes, Director-Procurement, 301 N. Main St., Ste 5000, Greenville, SC 29601

Gary W. Taylor, Sr. Business Analyst, 2 N. Main St., Greenville, SC 29601

Mark Todd, Vice President – Billing, 4100 Rodney Parham Rd., Little Rock, AR 72212

Vicki L. Tompkins, Staff Manager-Finance, 4100 Rodney Parham Rd., Little Rock, AR 72212

Robert Turkel (Orion Network Projects), 4525 Queen Anne Ct., Mableton, GA 30126

Stephen B. Weeks, Director-Wholesale Services, 4100 Rodney Parham Rd., Little Rock, AR 72212

Edward J. Cadieux, Director – Regulatory Counsel, 12400 Olive Blvd., Suite 430, St. Louis, MO 63141 participated in negotiating the following agreements:

Settlement and Switched Access Service Agreement between AT&T Corp. and NuVox, Inc. (effective November 1, 2001).

Switched Access Service Agreement between MCI Network Services, Inc. and NuVox Communications, Inc. (effective January 1, 2006). Messrs. Houlihan and Raynes participated in the negotiation of the 2010 amendment to such agreement.

Settlement Agreement and General Release between Sprint Communications Company L.P. and NuVox Communications, Inc. (effective August 26, 2002).

o. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge: No.

p. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge, the reason is that Windstream NuVox was not under a legal obligation to do so.

q. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge: No.

r. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge, the reason is that Windstream NuVox was not under a legal obligation to do so.

s. With regard to subpart(a), Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. Other than as described in Windstream NuVox's initial response to this subpart of this interrogatory, to the best of Windstream NuVox's knowledge, Windstream NuVox has nothing further to add.

t. Windstream NuVox no longer employs key employees who would have knowledge relevant to this subpart for specific events taking place prior to February 8, 2010. With regard to all agreements listed in response to Qwest Interrogatory 1-1, however, to the best of Windstream NuVox's knowledge, the reason is that Windstream NuVox was not under a legal obligation to do so.

Supplemental Response Provided By: Stephen B. Weeks (Director-Wholesale Services)

**Interrogatory No. 1-7.** At any time during the effective of the agreements identified in response to Interrogatory No. 1, did you file suit to or otherwise seek to have the agreements deemed void,

NuVox Communications, Inc.

Florida Tariff No. 3  
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ACCESS SERVICES

SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.6 Measurement of Access Minutes, (Cont'd.)

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating End User's office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

2.7 Individual Case Base (ICB) Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff as approved by the Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specified in each individual contract. The regulations of the Company, as contained in Section 1 of this Tariff, will apply to such ICB arrangements unless expressly waived by the Company.

2.8 Reserved for Future Use

(T)

(D)

(D)

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ACCESS SERVICES

SECTION 2 - ACCESS SERVICES DESCRIPTIONS, (CONT'D.)

2.8 Reserved for Future Use

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES

5.1 Direct Access

Transport:

DSL Port, per port	179.13
End User Access, per minute	0.0084
Local Switching, per minute	0.0430

5.2 Clear Access

Transport:

Transport Termination, per minute	0.0015
per minute per mile	0.0003
Interconnection, per minute	0.0134
End User Access, per minute	0.0107
Local Switching, per minute	0.0512

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.3	8XX Database Access Service	
	Base Query, per query	0.0042
	Vertical Features:	
	8XX to POTS translation, per query	0.0016
	all other, per query	0.0035
5.4	Billing Name and Address Service	
	Service Establishment Charge (non-recurring)	150.00
	Request, per telephone number	0.25
5.5	Access Order Charge (non-recurring)	105.00
5.6	Installation Charge	
	Per service order (non-recurring)	
	First Trunk	900.00
	Each Additional Trunk	100.00
	Supplemental Order Charge, Per order	35.00
	Expedite Charge/Short Interval Charge	150.00
5.7	Network Blocking	
	per call blocked	.0077

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.8	SS7		
	Per Point Established, (monthly recurring charge)		250.00
	Changed, (non-recurring charge)		300.00
	Destination Point Code		8.00
5.9	Additional Engineering Charge		
	Basic Time		25.00
	Overtime		35.00
	Premium		50.00
5.10	Carrier Service Order Charge - Local Service		
	Manual LSR	Mechanized LSR	
	\$19.50	\$3.50	

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES

5.1 Direct Access

Transport:

DSI Port, per port	179.13
End User Access, per minute	0.0084
Local Switching, per minute	0.0430

5.2 Clear Access

Transport:

Transport Termination, per minute	0.0015
per minute per mile	0.0003
Interconnection, per minute	0.0134
End User Access, per minute	0.0107
Local Switching, per minute	0.0512

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.3	8XX Database Access Service	
	Base Query, per query	0.0042
	Vertical Features:	
	8XX to POTS translation, per query	0.0016
	all other, per query	0.0035
5.4	Billing Name and Address Service	
	Service Establishment Charge (non-recurring)	150.00
	Request, per telephone number	0.25
5.5	Access Order Charge (non-recurring)	105.00
5.6	Installation Charge	
	Per service order (non-recurring)	
	First Trunk	900.00
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	Supplemental Order Charge, Per order	35.00
	Expedite Charge/Short Interval Charge	150.00
5.7	Network Blocking per call blocked	.0077

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.8	SS7		
	Per Point Established, (monthly recurring charge)		250.00
	Changed, (non-recurring charge)		300.00
	Destination Point Code		8.00
5.9	Additional Engineering Charge		
	Basic Time		25.00
	Overtime		35.00
	Premium		50.00
5.10	Carrier Service Order Charge - Local Service		
	Manual LSR		Mechanized LSR
	\$19.50		\$3.50

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.):

5.11 Grandfathered Services and Rates

5.11.1 Switched Access Rates and Charges

A. BellSouth Service Areas

1. Local Switching

Description	Per Minute Rate
Originating	\$0.0199
Terminating	\$0.0250

2. Switched Transport

(a) Entrance Facility

Description	Monthly Charge	Nonrecurring Charge
Entrance Facility	\$133.81	\$866.97
Terminating CCL Rate	\$133.81	\$486.83

(b) Direct-Trunk Transport

(1) Direct Transport

Description	Monthly Charge	Nonrecurring Charge
Per DS1	\$59.75	\$100.49
Per DS 1, per mile	\$16.75	\$100.49

(2) Dedicated Trunk Port

Description	Monthly Charge	Nonrecurring Charge
Per DS1 Port	\$139.98	ICBI

3. Toll-Free 8XX Data Base Access Service

Description	Per Query
8XX Data Base Service	\$0.004

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.11 Grandfathered Services and Rates, (Cont'd.)

5.11.1 Switched Access Rates and Charges, (Cont'd.)

B. Verizon Service Areas

1. Local Switching

Description	Per Minute Rate
Originating	\$0.0424
Terminating	\$0.0511

2. Switched Transport

(a) Entrance Facility

Description	Monthly Charge	Nonrecurring Charge
Entrance Facility - Zone 1	\$260.00	\$788.08
Entrance Facility - Zone 2	\$300.00	\$788.08
Entrance Facility - Zone 3	\$331.72	\$788.08

(b) Direct-Trunk Transport

(1) Direct Transport

Description	Monthly Charge	Nonrecurring Charge
Per DS1	\$30.00	N/A
Per DS1, per mile	\$5.00	N/A

(2) Dedicated Trunk Port

Description	Monthly Charge	Nonrecurring Charge
Per DS1 Port	N/A	N/A

3. Toll-Free 8XX Data Base Access Service

Description	Per Query
8xx Data Base Service	\$0.01

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.11 Grandfathered Services and Rates, (Cont'd.)

5.11.1 Switched Access Rates and Charges, (Cont'd.)

C. Sprint/United Service Areas

1. Local Switching

Description	Per Minute Rate
Originating	\$0.0452
Terminating	\$0.0530

2. Switched Transport

(a) Entrance Facility

Description	Monthly Charge	Nonrecurring Charge
Entrance Facility - Zone 1	\$189.00	\$360.00
Entrance Facility - Zone 2	\$210.00	\$360.00
Entrance Facility - Zone 3	\$220.52	\$360.00

(b) Direct-Trunk Transport

(1) Direct Transport

Description	Monthly Charge	Nonrecurring Charge
Termination		
Zone 1	\$63.90	\$200.00
Zone 2	\$71.00	\$200.00
Zone 3	\$74.55	\$200.00
Per Mile		
Zone 1	\$10.80	N/A
Zone 2	\$12.00	N/A
Zone 3	\$12.60	N/A

(2) Dedicated Trunk Port

Description	Monthly Charge	Nonrecurring Charge
Per DS 1 Port	N/A	N/A

3. Toll-Free 830( Data Base Access Service

Description	Per Query
8xx Data Base Service	\$0.00080370C

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.11 Grandfathered Services and Rates, (Cont'd.)

5.11.2 Dedicated Access Rates and Charges

A. General

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

5.11.3 Miscellaneous Services and Charges

A. IntraLATA PIC Change Charge

Nonrecurring Charge, per change: \$1.49

5.11.4 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.
- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the first position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update. All rates and charges normally applicable to switched access service, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

Per 0- Call Transferred: \$0.364

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ACCESS SERVICES

SECTION 5 - RATES AND CHARGES, (CONT'D.)

5.11 Grandfathered Services and Rates, (Cont'd.)

5.11.5 Billing Name and Address

A. Rates and Charges

	BNA Request Manual	BNA Request Mechanized
Billing Name and Address for ANI Per ANI Requested	\$1.00	ICB <sup>1</sup>

5.11.6 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically price listed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

5.11.7 Contracts

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.11.8 Local Termination Service

In lieu of an existing Interconnection Agreement or Traffic Exchange Agreement, the Company will charge the Customer (Originating Carrier) for local calls terminating on the Company's network to the Company's end users.

Local calls are determined by the Company as defined in the Company's Local Exchange Telecommunications Services tariff, Florida Price List 1.

Charged per minute of use. \$0.01

<sup>1</sup> Mechanized BNA is subject to availability.

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