BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

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

In response to email correspondence from counsel for AT&T Florida,[1] and pursuant to Rule 28.106-206 of the Florida Administrative Code, Communications Authority, Inc. ("CA"), by its attorneys, provides this first supplemental response to AT&T Florida's ("AT&T") second set of interrogatories, requests for admission and request for production of documents ("Interrogatories") as follows:

GENERAL OBJECTIONS

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

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

[1] *See* Attachment 1, email correspondence from Dennis Friedman dated March 18, 2015.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECOND SET OF REQUESTS FOR ADMISSIONS

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

CA Response: Denied.

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

CA Response: Admitted, but CA argues the language is too broad.

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

CA Response: Denied.

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

CA Response: Denied.

39. Issue 1: Admit that CA's proposed language for section 4.1 of the UNE Attachment is not consistent with the 1996 Act because it would permit CA to use a UNE

obtained from AT&T Florida to provide information services without regard to whether or not CA also uses the UNE to provide information services.

CA Response: Denied.

40. Issue 2: The Ray Testimony states (p. 4, lines 8-9), "**In many areas,** AT&T has approved a very limited number of AIS contractors and has refused to permit, in its sole discretion, **new entrants** to become certified as an AIS." (Emphasis added.) Admit that the only new entrants upon which this statement is based are Terra Nova and AstroTel, Inc. and that the only areas of which Mr., Ray has knowledge to support his statement are Miami and the area(s) in which AstroTel, Inc. provided or sought to provide service.

CA Response: Denied.

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

CA Response: Denied.

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

CA Response: Denied.

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

CA Response: Denied.

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

CA Response: Admitted.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: Admitted.

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

CA Response: Admitted.

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

CA Response: Denied.

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

CA Response: Denied.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

68. Issue 39a: Admit that AT&T Florida has the right to deliver traffic directly to CA by means of a direct interconnection with CA if AT&T Florida chooses to do so, and that

CA cannot lawfully require AT&T Florida to route traffic from its network to CA's network through a third party tandem provider.

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: Denied.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: Admitted.

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

CA Response: Admitted.

SECOND SET OF INTERROGATORIES

51. For each Request for Admission in the foregoing Second Set of Requests for Admission to which your response is anything other than an unqualified admission, explain why the correct response is not an unqualified admission.

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

CA Response: Denied. This wording would make it impossible for CA to offer "dry loop DSL" to its customers. Customers would be forced to purchase a bundled dial tone product that may not be desired. AT&T itself does not charge USF to its customers receiving Internet access. CA does not understand how this is possible.

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

CA Response: Denied. If this were strictly true, AT&T would not be able to serve its U-Verse customers because a "telecommunications service" is not always being provided by AT&T to U-Verse customers. CA simply seeks the same ability to serve customers that AT&T enjoys. AT&T itself does not charge USF to its customers receiving Internet access. CA does not understand how this is possible.

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

CA Response: Denied. If this were strictly true, AT&T would not be able to serve its U-Verse customers because a "telecommunications service" is not always being provided by AT&T to U-Verse customers. CA simply seeks the same ability to serve customers that AT&T enjoys. AT&T itself does not charge USF to its customers receiving Internet access. CA does not understand how this is possible.

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

CA Response: Denied. If this were strictly true, AT&T would not be able to serve its U-Verse customers because a "telecommunications service" is not always being provided by AT&T to U-Verse customers. CA simply seeks the same ability to serve customers that AT&T enjoys. AT&T itself does not charge USF to its customers receiving Internet access. CA does not understand how this is possible.

43. Request 40, Issue 2: The Ray Testimony states (p. 4, lines 8-9), "**In many areas,** AT&T has approved a very limited number of AIS contractors and has refused to permit, in its sole discretion, **new entrants** to become certified as an AIS." (Emphasis added.) Admit that the only new entrants upon which this statement is based are Terra Nova and AstroTel, Inc. and that the only areas of which Mr., Ray has knowledge to support his statement are Miami and the area(s) in which AstroTel, Inc. provided or sought to provide service.

CA Response: Admitted in part, in that CA's response is limited to Mr. Ray's experience with Terra Nova and AstroTel, Inc., however, both companies are/were active throughout Florida. "Many areas" refers to different areas of Florida. Denied in that Mr. Ray was making a statement about any area outside of Florida.

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

CA Response: Denied. CA suggested simple contract language during a phone call with AT&T that both sides agreed was protected as settlement negotiations. CA also provided a copy of Verizon's price sheet for collocation work. AT&T never replied to CA's suggestion.

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

CA Response: This issue had been discussed via phone prior to the testimony being filed and since then. AT&T understands exactly the proposal suggested by AT&T but has still not responded. CA assumes that AT&T is refusing the suggestion to use Verizon's rates and prefers to allow the current monopoly pricing effects of its policies.

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

CA Response: Admitted in part, in that AIS are not subject to TELRIC as they are not regulated by the FCC or state commissions. Denied, in part, as to the implication that AT&T can simply outsource collocation work to avoid the rates being based on TELRIC. Even the former BellSouth admitted that collocation work should be TELRIC-based in its testimony to the Commission during the last collocation cost study proceeding in 2004.

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

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

CA Response: Admitted in part, in that if AT&T wins this issue in the arbitration, AT&T will seek to avoid the process. Denied, in part, in that CA specifically seeks access to the accelerated process via language to be contained in the ICA.

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

CA Response: Admitted, but CA fails to see any great benefit to combining the issues as the parties and staff already agreed to the current DPL several months ago. CA believes this will add confusion rather than provide any streamlining benefit.

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

CA Response: Admitted, but CA believes this will add confusion rather than provide any streamlining benefit.

Request 57, Issue 18: Admit that under the "Change of Law" provision in the parties' ICA to which the Ray Testimony refers (at p. 20, lines 20-24), not all "changes in the marketplace" of the sort referred to in the Ray Testimony (id. at p. 20, line 18) are (in the words

of GT&C section 24.1 of the parties' ICA) "action[s] by any state or federal regulatory or legislative body or court of competent jurisdiction [that] invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) . . .of the Agreement and/or [that] otherwise affects the rights or obligations of either Party that are addressed by this Agreement."

CA Response: Admitted in part in that the ICA's change in law amendment processes would only be impacted by changes in law and not changes in the marketplace. It is standard industry practice for parties to an ICA to seek amendments to address either changes in law or changes in the marketplace.

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

CA Response: Denied. Mr. Ray was not implying anything regarding AT&T's intent. The simple fact is that CLEC billing from ILECs, all ILECS including AT&T, is rife with errors. It is part of doing business for CLECs and Mr. Ray's testimony simply highlights the risk that CA is seeking to mitigate through its proposed ICA language.

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

CA Response: Admitted in part that the one year time period is accurate. Denied in part because “date of a bill” is unclear and could mean the date noted on the bill, or the date the bill was sent. Those dates can be very different.

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

CA Response: Denied. As far as CA is aware, the Florida 911 Board administers the surcharges and it is $0.50 per line throughout the state.

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

CA Response: Denied. This is an issue of semantics. In order for CA and AT&T to interconnect networks, CA must place facilities either in an AT&T central office or connect via an alternative method. If collocated in an AT&T central office, the equipment is “on” AT&T Florida’s network because the network exists in the building.

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

CA Response: Admitted. CLEC and ILEC equipment is segregated within a central office. The parties must meet at a point of interconnection to exchange traffic.

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

CA Response: Denied. CA does not agree that its language is inconsistent with federal regulations. CA's language only would come into play if AT&T began offering IP-based interconnection and would require the service be offered on the same rates, terms, and conditions as other similarly situated carriers. CA is not attempting to "pick and choose" ICA provisions, rather, it is seeking reasonable language through this instant arbitration.

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

CA Response: CA admits that some changes in services can, or at least should, be a simple billing change. That does not happen all the time in reality, however. Moreover, CA does not claim any knowledge over the internal mechanisms for AT&T service delivery.

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

CA Response: CA does not agree that its position on Issue 60 is inconsistent with FCC regulations. CA's language is more clear in that it specifically prevents the type of abuse that AT&T is referring to in its language. CA can order certain services via resale for whatever legal purpose it likes. CA's ICA language seeks to make that clear.

Request 75: Issue 64: The Ray Testimony states (at p. 51, lines 1-2), "Neither CA nor AT&T should have the right to force the end user to place a listing . . . ." Admit that agreed

language in CIS section 6.1.5 requires CA to provide subscriber listing information of its subscribers to AT&T Florida within six months of the Effective Date of the parties' ICA or upon CA reaching a volume of 200 listing updates per day, whichever comes first.

CA Response: CA denies that AT&T has any right of access, or the legal authority to demand access, to CA's subscribers address or telephone numbers. To the extent any language in the ICA suggest otherwise, CA rejects it. The final conforming ICA should be clear and consistent in all aspects.

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

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

CA Supplemental Response: CA assumes the rules would apply equally to all CLECs. Because of the burdensome process of becoming an AIS, however, CA doubts there would be a flood of applications by CLECs.

53. Issue 2: Is it CA's position that the 1996 Act requires ILECs to provide collocation construction elements (as that term is used at p. 4, lines 20-21 of the Ray Testimony) at TELRIC-based prices? If so, state the basis for that position and identify all authorities of

which you are aware (including but not limited to FCC and state commission orders and decisions) that support that position.

CA Original Response: This is widely understood in the industry and I cannot imagine why AT&T is challenging this premise. As one example, back in the 2004 proceeding at the Florida PSC reviewing BellSouth's collocation rates, BellSouth issued its "Brief of the Evidence"[2] acknowledging this simple legal principle:

STATEMENT OF POSITIONS ON THE ISSUES

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

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

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

**BellSouth's Position: Rates should be based upon a forward looking cost study that adheres to the Total Element Long Run

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

Incremental Cost (TELRIC) pricing rules and utilizes the cost study methodology previously approved by this Commission. Each of the rates proposed by BellSouth complies with these standards, and each should be approved."

CA Supplemental Response: CA believes that FCC regulations require collocation rates to be subject to TELRIC. BellSouth argued that as well as noted above. AT&T's current AIS system results in an end run around TELRIC by allowing unregulated AIS contractors to set rates. At the very minimum, this cynical practice violates the spirit and intent of FCC rules and has anti-competitive consequences.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

57. Issue 6: If AT&T Florida may bill CA for a security partition that is installed as the most cost-effective measure to deal with CA's proven misconduct, as CA agrees it may, explain why AT&T Florida should not also be permitted to bill CA for a security partition that is installed as the most cost-effective measure to deal with a condition caused by CA's collocated equipment (such as the one described in the Direct Testimony of Susan Kemp at p. 15, line 20 – p. 16, line 2), even if the condition is not caused by CA's misconduct.

CA Response: No further response requested by AT&T.

Issue 7a: (a) Does CA agree that under the agreed language in Collocation section 7.4.1, the charges that are the subject of Issue 7a come into play only if (1) CA modifies or revises its Application after AT&T Florida has provided its response to the Application and (2) the modification or revision is requested by CA or necessitated by technical considerations?

CA Supplemental Response: CA is simply arguing that it should not have to pay for an application fee for a modification requested by AT&T. Moreover, the rates charged for such review should be cost-based. As proposed by AT&T, the costs would be the same for an

original application review as for a modification. That is illogical, the costs should be less for a modification of an application that was already reviewed.

(b) If CA does not agree with that proposition, explain why it does not agree.

CA Supplemental Response: CA is simply arguing that it should not have to pay for an application fee for a modification requested by AT&T.

(c) If CA does agree with the stated proposition, then explain why AT&T Florida should not be permitted to assess those charges if (i) CA requests the modification or revision or (ii) legitimate technical considerations prompt AT&T Florida to request the modification or revision to CA's Application.

CA Supplemental Response: CA is simply arguing that it should not have to pay for an application fee for a modification requested by AT&T.

58. Issue 9a: If CA's proposed language for Collocation section 17.1.2 is included in the parties' ICA: (a) Could CA have any person of its choosing, without limitation, place the CLEC-to-CLEC connection? (b) If not, to what limitations would CA be subject in its selection of the person to place the CLEC-to-CLEC connection? (c) Would CA have any obligation under the parties' ICA to identify to AT&T Florida in advance the person who would be placing the CLEC-to-CLEC connection? (d) If CA would have such an obligation, what language in the ICA imposes that obligation?

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: Nothing further.

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

CA Supplemental Response: Mr. Ray's testimony addresses the entirety of Collocation section 3.18.4.

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

CA Supplemental Response: CA argues that its proposed language is more consistent with common practice and eliminates unnecessary potential ambiguity. AT&T's language suggests that AT&T can act as the judge and jury for any dispute about equipment to be collocated. CA's language seeks a neutral authority to decide such issues.

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

CA Supplemental Response: CA may someday agree, but will not agree to ICA language that demands electronic billing. This is another issue whereby AT&T believes its inconvenience outweighs CA's simple business needs. Electronic bills are simply necessary for auditing purposes. CA has suggested that it is willing to accept a CD-ROM containing images of the bills as a compromise. But to be clear, no, CA will not accept a forced electronic billing method by which AT&T sends a message demanding payment with no ability to audit the accuracy of the charges.

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

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: CA provided examples in its original response as to abuse. As stated in the original response, CA believes GTC §5.4 requires the parties to

act in good faith during the term of this agreement and examples of abuse would violate that section. An impartial fact finder could certainly determine that other potential acts constitute abuse, however.

63. Issue 11: The Ray Testimony states (at p. 13, lines 6-7) that "AT&T is also able to send bills to CA with delivery confirmation to prove date of receipt." Since it is CA that proposes for the Bill Due Date to depend on the date of receipt and since it is CA that would choose to receive bills via U.S. mail rather than via electronic transmission, will CA agree to pay the additional cost AT&T Florida would incur by sending bills via Certified Mail in order to prove date of receipt?

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA to obtain insurance for collocations, conduits or pole attachments even if CA does not order or use those elements.

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

74. Issue 17(ii): Assume that CA has an affiliate ("CAPrime") that is party to an interconnection agreement with AT&T Florida that has an initial term that expires on June 15, 2017, and that permits either party to terminate the ICA before that date only in the event of a material breach by the other party. (a) Assuming those facts, does CA

agree that in the absence of a material breach, CAPrime is not entitled to terminate its interconnection agreement with AT&T Florida on February 15, 2017 over AT&T Florida's objection and to adopt a different interconnection agreement with AT&T Florida effective as of that date? (b) If you do not agree with that proposition, explain why. (c) If you do agree with that proposition, then explain why CA objects to including in GT&C section 7.1.1 AT&T Florida's proposed language that states, "Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*."

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: CA could seek some form of formal process after receiving a notice of breach. That is not currently defined in the ICA either through agreed or competing language, however. CA's language seeks to inject some measure of parity into a fundamentally imbalanced relationship. Mr. Ray has direct experience into the results of AT&T unilaterally declaring a breach which resulted in shutting down TerraNova's network. CA's language seeks to prevent that kind of event from recurring by forcing AT&T to prove its case in front of a neutral party prior to flipping a switch.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

79. Issue 23: If your answer to Request for Admission 59 is anything other than an unqualified admission, explain why the Ray Testimony quoted in that Request for Admission (a) had quote marks around "in error" and (b) stated that AT&T Florida could bill CA "any amount that it chooses."

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: Pursuant to emails exchanged on March 21st between the parties, Issue 26 has been resolved.

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

CA Supplemental Response: Pursuant to emails exchanged on March 21st between the parties, Issue 26 has been resolved.

82. Issue 29(i): (a) What is the basis for the assertion in the Ray Testimony (at p. 29, lines 14-15) that "AT&T seems to prefer its elective commercial arbitration provision." (b) If AT&T Florida prefers its elective commercial arbitration provision, how does CA explain the fact that AT&T Florida's contract language, as originally proposed by AT&T Florida, makes commercial arbitration elective rather than mandatory? (c) Can CA identify any instance in which AT&T Florida has sought commercial arbitration to resolve a dispute with any carrier under an interconnection agreement?

CA Response: No further response was requested by AT&T.

83. Issue 29(i) The Ray Testimony asserts (at p. 29, line 23 – p. 30, line 1) that CA has a statutory right to seek relief from the Commission for an alleged violation of law or regulation by AT&T Florida "whether or not the same act also violates the ICA." (a) Do the laws and regulations to which that testimony refers include the 1996 Act and the FCC's rules promulgated pursuant to the 1996 Act? (b) If so, give one or more examples of provisions in the 1996 Act or FCC rules promulgated pursuant to the 1996 Act for the violation of which by AT&T Florida after the parties' ICA is in effect CA could seek relief from the Commission even though the same act does not also violate the parties' ICA.

CA Supplemental Response: Consistent with the Decision Point List filed by AT&T on February 24, 2015, issue 29(i) has been resolved. As such, no further response is required.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

87. Issue 34: (a) Identify the counties that "direct CLECs to directly interconnect with Intrado on the county's behalf for 911 service" as stated in the Ray Testimony (at p. 34, lines 5-6). (b) For each county identified in your response to part (a), state whether you believe 911 calls made by a customer of a CLEC that directly interconnects with Intrado for 911 service are or are not routed through an AT&T Florida selective router and state the basis for your belief.

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

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

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

102. Issue 45: The Ray Testimony objects (at p. 40, lines 4-7) to AT&T Florida's proposed language for LNP section 3.1.4 on the ground that it "would mean that if end user A ported their telephone number to CA, and then conveyed the number to end user B who desired to assume end user A's service with CA, CA would be required to release the number, and the customer, back to AT&T." (a) What is the basis for the statement that CA would be required to release customer B (and not just the number) to AT&T Florida.

CA Supplemental Response: If Customer B in this situation desires to maintain the number, AT&T's language would only permit that if the customer moved its number and services to AT&T first.

(b) What is the basis – in law, regulation, common practice or common sense – for CA's premise that it is permissible for end user A to convey the number to end user B?

CA Supplemental Response: As was discussed in CA's original response, a business asset purchase would necessarily include the company's telephone number.

(c) Assume that end users A and B are both human beings. Under what circumstances, and for what reasons, would B want to obtain A's phone number?

CA Supplemental Response: For one obvious example with residential customers, B could be the spouse of deceased A and should have the right to maintain their home telephone number.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: CA would need to decide whether to use special access services from AT&T, an alternative wholesale product from another CLEC, or to build its own facilities to serve the customers affected by the change. That requires "re-design" and re-engineering" to determine the most cost effective method for service delivery.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: Actually, at the time the Commission last reviewed the UNE rates it was done for BellSouth, prior to the acquisition by SBC Communications. AT&T's purchasing power and scale of economies is much larger now and as such is reason enough for the Commission to order a new review of UNE rates to get them in line with Verizon's.

SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

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

CA Response: No further response requested by AT&T.

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

CA Response: No further response requested by AT&T.

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

CA Supplemental Response: See the Verizon ICA with Clear Rate Communications as an example. This ICA has been adopted by Terra Nova and Mr. Ray is familiar with its contents.

Dated: March 30, 2015

Respectfully submitted,

By: /s/ Mike Ray
Mike Ray
CEO and President
Communications Authority, Inc.
11523 Palm Brush Trail #401
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By: /s/ Kristopher E. Twomey
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Attachment 1

Email Correspondence from Dennis Friedman, March 18, 2015

Law Office of Kristopher E. Twomey, P.C.
Counsel to the Competition

Kristopher Twomey <kris@lokt.net>

Communications Authority/AT&T Florida

1 message

Friedman, Dennis G. <DFriedman@mayerbrown.com> Wed, Mar 18, 2015 at 5:51 AM
To: Kristopher Twomey <kris@lokt.net>
Cc: "HATCH, TRACY W (Legal)" <th9467@att.com>

Kris –

CA's responses to AT&T Florida's Second Set of Requests for Admission, Interrogatories and Request for Production of Documents are inadequate as detailed below.

AT&T Florida would like to avoid the necessity of a motion to compel, but if such a motion is necessary, we would need to file it soon.

Accordingly, please let me know your availability to discuss the possibility of compromise this Thursday or Friday.

I'm available Thursday except 12:30-1:00 and 2:30-3:30 Eastern time. If need be, I can talk on Thursday evening.

The deficiencies in CA's responses are as follows:

Requests for Admission

35: It makes no difference whether Mr. Ray considers himself qualified to offer "a legal interpretation," because the RFA is directed to CA. CA did not object that the RFA called foir a legal conclusion, but even if it did, such an objection would fail. See Salazar v. Valle, 360 So. 2d 132 (Fla. Dist. Ct. App. 1978); 4 Fla. Prac., Civil Procedure § 1.370:7 ("Prior to the 1972 amendment of the rule, there was some question as to whether admissions as to disputed facts or ultimate legal issues could be appropriately sought. The amended rule and the decisions interpreting it clearly permit that type of inquiry now"). Also, under Florida Rule of Civil Procedure 1.370, "The matter is admitted unless the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter" within the time required, which in

this instance was by March 16.

36: same as 35

37: same as 35

38: same as 35

39: same as 35

41. The response is inadequate. CA either has or has not proposed contract language reflecting the Reasonable Solution.

43. same as 35

52: same as 35

53. same as 35

54. same as 35

70. same as 35

76. same as 35

77. same as 35

Interrogatories

51. CA failed to object or respond. CA needs to respond in connection with the following Requests for Admission: 40, 42, 47, 57; 59, 63, 64, 66, 67, 73, 74, 75

52: The response is inadequate. Mr. Ray's contention assumes that AT&T Florida's proposed language would result in a disparity between the treatment of CA and the treatment of other CLECs, so Mr. Ray must have in mind what that disparity would be.

53: The response is inadequate; it does not answer the question.

Unnumbered interrogatory concerning Issue 7a: The response is inadequate; it does not answer the question.

59: The response is inadequate; it does not answer the question.

60. The response is inadequate; it does not answer the question.

62. There is no response to (b) or (c).

76. The response is inadequate; it does not answer the question.

80. CA needs to either accept AT&T Florida's proposed resolution of the issue or respond.

81. same as 80

83. The objection is unsound. The question asks about the meaning of Mr. Ray's testimony.

102. The response is inadequate; it does not answer the question.

109. The response is inadequate; it does not answer the question.

Document Requests

24. The response is inadequate. CA presumably knows, and AT&T Florida does not, which Verizon ICA(s) were the source of CA's proposed rates.

Please let me know by the end of business today when on Thursday or Friday we can discuss these matters.

Dennis

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of COMMUNICATIONS AUTHORITY'S FIRST SUPPLEMENTAL RESPONSE TO AT&T's SECOND SET OF INTERROGATORIES has been served by electronic mail this day March 30, 2015:

Tracy Hatch, Esquire
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/s/ Kristopher E. Twomey
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