

Before the  
Federal Communications Commission  
Washington, DC 20554

BELLSOUTH  
TELECOMMUNICATIONS, LLC  
d/b/a AT&T FLORIDA,

Complainant,

v.

FLORIDA POWER AND LIGHT  
COMPANY,

Defendant.

Proceeding No. 20-\_\_\_\_  
Bureau ID No. EB-20-MD-\_\_\_\_

COMMISSION  
CLERK

2020 JUL -7 PM 3:13

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**AT&T'S FIRST SET OF INTERROGATORIES TO FPL**

Complainant, BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T"), by and through its undersigned counsel, requests that Defendant, Florida Power and Light Company ("FPL"), answer the following Interrogatories within twenty (20) calendar days of the date of this request pursuant to 47 C.F.R. § 1.730(c). Answers should be served on AT&T's counsel, Christopher S. Huther, by email at [chuther@wiley.law](mailto:chuther@wiley.law) and by mail at Wiley Rein LLP, 1776 K Street NW, Washington, DC 20006.

The information sought in each Interrogatory is necessary to the resolution of this dispute because each seeks information regarding allegations of AT&T's Pole Attachment Complaint that FPL has imposed unjust and unreasonable pole attachment terms and conditions on AT&T, and engaged in unjust and unreasonable practices, in violation of 47 U.S.C. § 224. The information sought in each Interrogatory is not presently available from any other source, as it is not obtainable from a public source, is within FPL's sole possession, custody, or control, or is otherwise not available to AT&T.

## DEFINITIONS

The following terms have the following meanings, unless the context requires otherwise:

1. “Any” and “all” include “any and all” and “each” and “every” include “each and every.” “And” and “or” means both the conjunctive and the disjunctive.
2. “AT&T” means BellSouth Telecommunications, LLC d/b/a AT&T Florida and any persons associated with it, including, but not limited to, officers, directors, employees, agents, representatives, predecessors, successors, assigns, attorneys, and anyone acting or purporting to act on its behalf or on behalf of any of them.
3. “CLEC” means competitive local exchange carrier.
4. “Concerning,” and derivatives thereof, has the broadest meaning that may be accorded to it and includes, but is not limited to, directly or indirectly relating, pertaining, mentioning, referencing, referring to, describing, constituting, containing, embodying, being connected with, setting forth, discussing, commenting upon, analyzing, supporting, establishing, contradicting, proving, disproving, or reflecting in any way.
5. “FPL” means Florida Power and Light Company and any persons associated with it, including, but not limited to, each of its current or former parents, subsidiaries, affiliates, officers, directors, independent contractors, agents, servants, attorneys, successors, predecessors, representatives, investigators, experts, employees, ex-employees, consultants, representatives and others who are in possession of, or who may have obtained, information for or on behalf of the above-mentioned persons or entities.
6. “Identify” means:
  - (a) When referring to a person, the person’s full name, title, business address, e-mail address, and telephone number, and relationship to FPL. If you do not know the

person's current information, provide the person's last known business affiliation and title, business address and telephone number, residential address and telephone number, e-mail address, and relationship to FPL.

(b) When referring to a document, the type of document (*e.g.*, letter, memorandum, e-mail, etc.) or some other means of identification, its author(s) and addressee(s), its date, its subject, and the name of any person in whose custody the document is kept in the usual course of business.

(c) When referring to an oral communication, the type of communication, the persons who participated in, heard, or witnessed it, the date of the communication, and the subject and substance of the communication, and identify any documents that set forth, summarize or refer to any portion of such oral communication.

(d) When referring to a business organization, the corporate name or other names under which said organization does business and the location and phone number of its principal place of business.

(e) When referring to data, the type of data, its vintage, the geographic location where the data was collected, the rules or guidelines governing the collection of the data, and all facts, figures, measurements, and other data collected and analyses performed.

If any of the foregoing information requested is not known, the response shall indicate what of the foregoing information is not known.

7. "ILEC" means incumbent local exchange carrier.

8. “Joint Use Agreement” means any agreement entered into by FPL and any ILEC that grants access to FPL’s distribution poles, including any amendments, exhibits, appendices, and operational guidelines, practices, or policies.

9. “License Agreement” means any agreement entered into by FPL and any CLEC, cable company, or wireless provider that grants access to FPL’s distribution poles, including any amendments, exhibits, appendices, and operational guidelines, practices, or policies.

10. “Person” or “Entity” have the fullest meanings allowed by law and include, without limitation, a natural person, corporation, firm, partnership, association, labor union, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity, including all predecessors or successors in interest, and any officer, agent, employee, or representative of any of the foregoing.

11. “Pole Abandonment Provision” means a provision in a Joint Use Agreement or License Agreement allowing or requiring FPL, upon notice to the other party to the Joint Use Agreement or License Agreement, to transfer ownership of an FPL-owned pole it intends to abandon.

12. “Storm Hardening Plan” means any plan adopted by FPL pursuant to Florida law as provided by Fla. Admin. Code Ann. r. 25-6.0342 (2007), Fl. Stat. § 366.96, and/or Fla. Admin. Code Ann. r. 25-6.030.

13. “You” and “your” have the same meaning as FPL.

14. Terms not otherwise defined have the same meaning as they are alleged to have in the Pole Attachment Complaint. The past tense includes the present tense, and vice versa. The singular includes the plural, and vice versa. Terms are gender neutral and the use of one gender includes all genders.

## **INSTRUCTIONS**

1. In response to each Interrogatory, first restate the Interrogatory.
2. Provide all responsive information that is in the possession, custody or control of FPL or any other person acting in the interest of, or on behalf of, FPL. If FPL does not have responsive information, or has information that is only partially responsive, FPL should provide the available information and identify the information that is not available.
3. If any response contains any objection, state with specificity the grounds for the objection and the part of the Interrogatory to which the objection is made but respond to the Interrogatory fully insofar as it is not deemed objectionable.
4. If any information requested was, but is no longer, in your possession or subject to your control, or is no longer in existence, state whether it is missing or lost, destroyed, transmitted or transferred voluntarily or involuntarily to others, or otherwise disposed of and explain the circumstances surrounding the authorization for such disposition and the date or approximate date thereof.
5. These interrogatories are continuing and FPL must supplement its responses upon discovering or learning of additional information in its custody, possession, or control that was not produced or included in an earlier response.

## **INTERROGATORIES**

1. Identify all FPL Joint Use Agreements and License Agreements that were in effect at any time from 2011 forward that contain a Pole Abandonment Provision. Include in your response the name of the entity that is a party to the Joint Use Agreement or License Agreement with FPL, the language of the Pole Abandonment Provision, and the dates on which the Joint Use Agreement or License Agreement was in effect. In lieu of quoting each Pole

Abandonment Provision, FPL may produce a copy of the relevant FPL Joint Use Agreements and License Agreements.

2. With respect to each entity identified in response to Interrogatory 1, separately identify every FPL pole by pole number and location that FPL claims to have abandoned to that entity from 2011 forward. Include in your response the date on which FPL provided notice of its intention to transfer ownership of each pole under the Pole Abandonment Provision, the date the transfer of ownership occurred, the amount the entity paid FPL for the pole, the manner in which the payment amount was calculated for each pole, and the dates on which the payment amount was invoiced and paid. Separately list FPL poles for which the transfer of ownership was disputed and undisputed.

3. With respect to each entity identified in response to Interrogatory 2, separately identify the number of FPL poles to which the entity had facilities attached during the year FPL claims to have abandoned each pole identified in response to Interrogatory 2. If this information is not available, identify the number of poles or attachments for which FPL invoiced pole attachment rent during the year FPL claims to have abandoned each pole identified in response to Interrogatory 2.

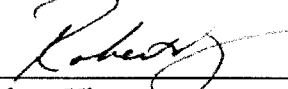
4. On an annual basis from 2011 forward, identify the number of poles FPL replaced or relocated pursuant to a Storm Hardening Plan and the amount that the Florida Public Service Commission has authorized FPL to recover in its electric rates or otherwise for the removal and disposal of the poles replaced or relocated in connection with a Storm Hardening Plan. Provide the amount as a total amount, annual amount, and per-pole amount, and include all support for FPL's calculation.

5. Identify the cost, estimated cost, or average cost FPL incurs to remove a pole and to dispose of a pole that it replaced or relocated pursuant to a Storm Hardening Plan. Identify the cost, estimated cost, or average cost by pole height and class.

6. Describe in detail the field audit referenced in Mr. Jarro's March 20, 2019 letter to AT&T (Pole Attachment Complaint Exhibit 21). In your response, identify all entities and persons who designed and/or performed the field audit, the method and manner in which the field audit was performed, the number of poles that were visited in person to determine whether AT&T's facilities were attached, the date on which each pole was visited, the cost FPL incurred or paid for the field audit, and the results of the field audit. Include in your response the data that was collected during the field audit, the accuracy requirements, if any, imposed or related to the compilation or collection of the data, and the rules, parameters, or guidelines upon which the data was collected.

7. Identify the alleged "amount due FPL for the ownership transfer of the identified poles" referenced in Mr. Jarro's February 22, 2019 letter to AT&T (Pole Attachment Complaint Exhibit 20) and, if different, the alleged "amount due FPL for the transfer of ownership for the identified abandoned poles" referenced in Mr. Jarro's March 20, 2019 letter to AT&T (Pole Attachment Complaint Exhibit 21). Separately provide the total amount and the per-pole amount FPL contends was due for the 5,230 poles listed in the attachment to Mr. Jarro's March 20, 2019 letter to AT&T (Pole Attachment Complaint Exhibit 21). Include in your response the basis, methodology, and assumptions used by FPL to calculate the "amount due," the date FPL first communicated to AT&T the "amount due," and the date FPL first provided AT&T documentation of and support for FPL's calculation of the "amount due."

Respectfully submitted,

By: 

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Dated: July 6, 2020

*Attorneys for BellSouth Telecommunications,  
LLC d/b/a AT&T Florida*



## CERTIFICATE OF SERVICE

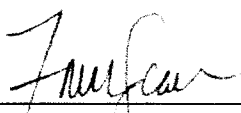
I hereby certify that on July 6, 2020, I caused a copy of the foregoing AT&T's First Set of Interrogatories to FPL to be served concurrently with AT&T's Pole Attachment Complaint on the following (service method indicated):

Marlene H. Dortch, Secretary  
Federal Communications Commission  
9050 Junction Drive  
Annapolis Junction, MD 20701  
(by ECFS)

Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408  
(by hand delivery)

Kimberly D. Bose, Secretary  
Nathaniel J. Davis, Sr., Deputy Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426  
(by overnight delivery)

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(by overnight delivery)

  
\_\_\_\_\_  
Frank Scaduto

**COMPLAINT INTAKE FORM  
FOR COMPLAINTS FILED UNDER SECTIONS 208, 224, 255, 716, AND 717 OF THE  
COMMUNICATIONS ACT OF 1934, AS AMENDED**

1. Case Name: BellSouth Telecommunications, LLC d/b/a AT&T Florida v. Florida Power and Light Company

2. Complainant's Name, Address, Phone and Facsimile Number, e-mail address (if applicable):

BellSouth Telecommunications, LLC d/b/a AT&T Florida, One CNN Center, 1424C, Atlanta, GA 30303, P 214-757-3357, F 214-746-2211

3. Defendant's Name, Address, Phone and Facsimile Number (to the extent known), e-mail address (if applicable):

Florida Power and Light Company, 700 Universe Blvd, Juno Beach, FL 33408

4. Complaint alleges violation of the following provisions of the Communications Act of 1934, as amended:  
47 U.S.C. § 224

Answer Yes, No, or N/A to the following:

Y 5. Complaint conforms to the specifications prescribed by 47 CFR § 1.721.

Y 6. If Complaint concerns pole attachments, Complaint also conforms to the specifications prescribed by 47 CFR § 1.1404.

Y 7. Complaint conforms to the format and content requirements of the Commission's rules, including but not limited to:

N/A a. If damages are sought, the Complaint comports with the specifications prescribed by 47 CFR § 1.723.

Y b. Complaint contains a certification that complies with 47 CFR § 1.722(g).

Y c. Complaint contains a certification that complies with 47 CFR § 1.722(h).

Y d. Complaint includes an information designation that complies with 47 CFR § 1.722(i).

Y e. Complaint attaches copies of all affidavits, tariff provisions, written agreements, offers, counter-offers, denials, correspondence, documents, data compilations, and tangible things in the complainant's possession, custody, or control, upon which the complainant relies or intends to rely to support the facts alleged and legal arguments made in the Complaint.

Y f. Complaint attaches a certificate of service that conforms to the specifications prescribed by 47 CFR §§ 1.47(g) and 1.734(f).

Y g. Complaint attaches verification of payment of filing fee in accordance with 47 CFR §§ 1.722(k) and 1.1106.

N/A 8. If Complaint is filed pursuant to 47 U.S.C. § 271(d)(6)(B), complainant indicates whether it is willing to waive the 90-day complaint resolution deadline.

Y 9. Complainant has service copy of Complaint by hand-delivery on either the named defendant or one of the defendant's registered agents for service of process in accordance with 47 CFR §§ 1.47(e) and 1.734(c).

Y 10. If more than ten pages, the Complaint contains a table of contents and summary, as specified in 47 CFR § 1.49(b) and (c).

Y 11. Complainant has filed the correct number of copies required by 47 CFR § 1.51(c), if applicable, and 47 CFR § 1.734(b).

N/A 12. If Complaint is by multiple complainants, it complies with the requirements of 47 CFR § 1.725(a).

Y 13. If Complaint involves multiple grounds, it complies with the requirements of 47 CFR § 1.725(b).

N/A 14. If Complaint is directed against multiple defendants, it complies with the requirements of 47 CFR § 1.734.

Y 15. Complaint conforms to the specifications prescribed by 47 CFR § 1.49.

**Agency Tracking ID:PGC3413372 Authorization  
Number:253925  
Successful Authorization -- Date Paid: 7/5/20  
FILE COPY ONLY!!**

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING  (1) LOCKBOX #979094	FEDERAL COMMUNICATIONS COMMISSION <b>REMITTANCE ADVICE</b> <b>FORM 159</b> PAGE NO 1 OF 1	APPROVED BY OMB 3060-059 SPECIAL USE FCC USE ONLY
<b>SECTION A - Payer Information</b>		
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) <b>Wiley Rein LLP</b>		(3) TOTAL AMOUNT PAID (dollars and cents) <b>\$295.00</b>
(4) STREET ADDRESS LINE NO. 1 <b>1776 K Street, N.W.</b>		
(5) STREET ADDRESS LINE NO. 2		
(6) CITY <b>Washington</b>	(7) STATE <b>DC</b>	(8) ZIP CODE <b>20006-2304</b>
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>202-7197000 x7235</b>		(10) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>
<b>FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED</b>		
(11) PAYER (FRN) <b>0002151744</b>		(12) FCC USE ONLY
<b>IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)</b>		
(13) APPLICANT NAME <b>BellSouth Telecommunications, LLC d/b/a AT&amp;T Florida</b>		
(14) STREET ADDRESS LINE NO. 1 <b>1120 20th Street, NW</b>		
(15) STREET ADDRESS LINE NO. 2 <b>Suite 1000</b>		
(16) CITY <b>Washington</b>	(17) STATE <b>DC</b>	(18) ZIP CODE <b>20036</b>
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>202-4572030</b>		(20) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>
<b>FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED</b>		
(21) APPLICANT (FRN) <b>0020882668</b>		(22) FCC USE ONLY
<b>COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET</b>		
(23A) FCC Call Sign/Other ID <b>N/A</b>	(24A) Payment Type Code(PTC) <b>TPC</b>	(25A) Quantity <b>1</b>
(26A) Fee Due for (PTC) <b>\$295.00</b>	(27A) Total Fee <b>\$295.00</b>	FCC Use Only
(28A) FCC CODE 1 <b>N/A</b>	(29A) FCC CODE 2 <b>ATTFloridav.FPL</b>	
(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only
(28B) FCC CODE 1	(29B) FCC CODE 2	