

Before the  
Federal Communications Commission  
Washington, DC 20554

BELLSOUTH TELECOMMUNICATIONS,\*  
LLC D/B/A AT&T FLORIDA \*

Complainant, \*

v. \*

FLORIDA POWER & LIGHT  
COMPANY, \*

Respondent. \*

Proceeding No.: 20-214  
File No.: EB-20-MD-002

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**FLORIDA POWER & LIGHT COMPANY'S  
FIRST SET OF INTERROGATORIES TO AT&T**

Respondent, Florida Power & Light Company ("FPL"), by and through its undersigned counsel, propounds the following interrogatories to Complainant, BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T")

1. AT&T shall deliver its responses via electronic mail to FPL's counsel on December 11, 2020 pursuant to Paragraph 4 of the Enforcement Bureau's September 25, 2020 Letter granting FPL's Consent Motion for Adjustment of Time .

2. The obligation of AT&T to answer these interrogatories is continuing in nature. AT&T has an obligation to provide in the future any and all additional responsive information that may come to its attention subsequent to its answering these interrogatories but not initially disclosed at the time, date and place set forth herein or in any supplemental answers that it submits. In this regard, AT&T must supplement its initial and supplemental responses if it learns that, in some material respect, the responses initially provided, or as supplemented, were incomplete or

incorrect or if additional responsive information is acquired by or has become known after its initial or supplemental responses.

## **DEFINITIONS**

1. As used herein, the term “you” or “your” or “AT&T” means BellSouth Telecommunications, LLC d/b/a AT&T Florida, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing.

2. The terms/phrases “referring to,” “relating to” and/or “concerning,” as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

3. “State” and “describe” mean to set forth a complete and detailed statement of all information, circumstances and facts that refer to, relate to, reflect, comprise or bear upon the matter concerning which information is requested.

4. The terms “identify” and “identification” when used in reference to an individual person mean to state his or her full name, business telephone numbers, business addresses if known, and his or her present or last known title, position and business affiliation.

5. The terms “identify” and “identification” when used in reference to a person other than a natural person mean to state the full and official name of the business entity, its principal place of business, and the main telephone number of such business entity.

6. The terms “identify” and “identification” when used in reference to a document mean to state its date, type (e.g., memo, telecopy, email), and its authors, addressees, title, if any, and, if no title, a brief description of the subject matter of the document and its present or last known location and custodian. If any document once was, but is no longer, in your possession, custody, or control, state what disposition was made of it and the reason for such disposition.

7. The terms “identify” and “identification” when used in reference to any act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication, mean to: (a) describe the nature and substance of the act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication; (b) state the date when and place where it occurred; and (c) identify each person who was a participant therein.

8. The term “and” also means “or”; the term “or” also means “and.”

9. The term “each” also means “every” and the term “every” also means “each.”

10. The term “all” also means “any” and the term “any” also means “all.”

11. The term “identify” when used with reference to a person or persons, means to state his or her full name; last known business and residence addresses; and last known business and residence telephone numbers.

12. The term “Document” means the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of

notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of AT&T.

13. "Discussion" means any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. "Discussion" includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.

14. "Communication" means any discussion or any written or electronic correspondence or recorded voice message of any kind.

15. "Employee" means any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

16. "Representative" means any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

17. "Entity" means any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

18. "Person" means any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

19. "1975 JUA" means the January 1, 1975 Joint Use Agreement, as amended, entered between FPL and AT&T's predecessor-in-interest, Southern Bell.

### **INSTRUCTIONS**

1. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses.

2. With regard to each answer, identify the person(s) or document(s) relied upon in determining the substance of the answer.

3. Unless otherwise specified, supply all annual data requested on a calendar-year basis; if any basis other than a calendar-year basis is used, such as to accommodate a fiscal-year basis, state as part of the response the nature and type of the basis so used.

4. Unless otherwise specified, supply all information requested for the period commencing five years prior to termination of the Joint Use Agreement between FPL and AT&T through the present.

## INTERROGATORIES

1. Fully describe and identify any and all plans, programs, systems, protocols or processes AT&T had or has since 2011, through the present and for the next five years to inspect, maintain and replace joint use poles owned by AT&T and subject to the 1975 JUA.
2. Pursuant to any plan, program, system, protocol or process described in response to Interrogatory No. 1, fully describe and identify the number of poles inspected, the number of poles failing inspection, the number of poles replaced, the precise reason for the replacement and the cost of the replacement.
3. With respect to all poles failing inspection and replaced as described and identified in response to Interrogatory No. 2, describe and identify the average time that AT&T took to replace all poles after failing inspection.
4. With respect to all poles failing inspection as described and identified in response to Interrogatory No. 2 but that were not or have not been replaced, identify and describe the average time that such poles have remained in service since they failed inspection.
5. Identify and fully describe the average age of all joint use poles owned by AT&T and subject to the 1975 JUA.
6. Regarding the following allegations in paragraph 35 of the Complaint, fully describe and identify the number of pole transfers made by AT&T and the time period in which those transfers were made:

AT&T also continued to “promptly” transfer its facilities to the replacement poles as required by Section 3.3 of the JUA, thereby reducing the pending transfers by over 50% (from 11,142 to 5,230 poles) at FPL’s self-serving 60-day deadline. AT&T continues to transfer its facilities from the poles that FPL replaced, many where AT&T could not make the transfer until recently because the facilities of other attachers were still attached to the pole. By the end of June 2020, AT&T completed transfers for 99 percent of the

poles on FPL's list that were ready for AT&T to complete its transfer.

7. Fully describe and identify the number of transfers AT&T has made, pursuant to the 1975 JUA, of its facilities on FPL poles each year from 2011 to 2020, the average length of time to perform such transfers since the pole was first assigned to AT&T for transfer and the methodology AT&T used to identify the number of transfers made.

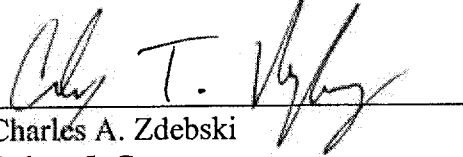
8. Fully describe and identify the number of transfers, pursuant to the 1975 JUA, AT&T has pending of its facilities on FPL poles.

9. Fully describe and identify all documents evidencing, constituting or establishing the AT&T internal audit report Diane Miller described at the December 7, 2018 upper-level management meeting between the parties, which audit report included findings associated with the parties' joint use billings and allegedly was part of the basis for AT&T's nonpayment of the 2017 joint use invoice and which FPL requested a copy of multiple times.

10. Identify any invoice issued to AT&T pursuant to a joint use agreement or pole attachment license agreement since 2011 for which AT&T disputed the amount invoiced. For each such invoice, please specifically provide: 1) the name of the entity that issued the invoice; 2) the date on which the invoice was issued; 3) the amount for which the invoice was issued; 4) the payment terms of each invoice; 5) the amount of payments AT&T made; 6) the dates on which AT&T made such payments; and 7) a brief description of the dispute.

Respectfully submitted,

ECKERT SEAMANS CHERIN & MELLOTT, LLC



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*Counsel to Florida Power & Light Company*



**CERTIFICATE OF SERVICE**

I hereby certify that on October 20, 2020, I caused a copy of the foregoing Florida Power & Light Company's First Set of Interrogatories to AT&T to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

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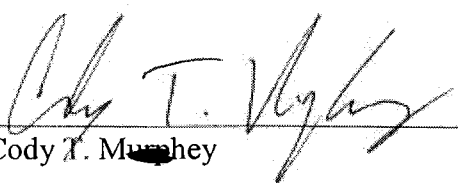
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Kimberly D. Bose, Secretary  
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Cody T. Murrey