

Before the
Federal Communications Commission
Washington, DC 20554

_____)	
VERIZON FLORIDA LLC,)	Docket No. 15-73
)	File No. EB-15-MD-002
Complainant,)	
v.)	
)	Related to
FLORIDA POWER AND LIGHT)	Docket No. 14-216
COMPANY,)	File No. EB-14-MD-003
Respondent.)	
_____)	

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**VERIZON FLORIDA LLC’S OBJECTIONS TO
FLORIDA POWER AND LIGHT COMPANY’S INTERROGATORIES**

Complainant Verizon Florida LLC (“Verizon”), pursuant to the Joint Procedural Schedule approved by the Enforcement Bureau on April 16, 2015, respectfully submits the following objections to Respondent Florida Power and Light Company’s (“FPL”) Interrogatories, which are attached as Exhibit A.

GENERAL OBJECTIONS

In addition to the specific objections enumerated below, Verizon objects to FPL’s Interrogatories as follows:

1. Verizon objects to the Interrogatories because they, along with FPL’s forty-five Requests for Production of Documents and forty-seven Requests for Admissions, far exceed the “limited discovery” that FPL requested and the Commission authorized. *See* FPL Motion to Allow Discovery ¶ 3 (Apr. 1, 2015).

2. Verizon objects to the Interrogatories because they exceed the ten interrogatories that may be requested in other complaint proceedings. *See, e.g.*, 47 C.F.R. § 1.729(a) (respondents may request “up to ten written interrogatories,” with subparts “counted as separate interrogatories”). Verizon will respond as appropriate and consistent with the general and

specific objections set forth herein to up to ten written interrogatories, with subparts counted as separate interrogatories.

3. Verizon objects to the Interrogatories because FPL has not shown that the information sought is both necessary to the resolution of the dispute and not available from any other source. *See, e.g., id.* § 1.729(b) (requiring respondents in other complaint proceedings to explain “why the information sought in each interrogatory is both necessary to the resolution of the dispute and not available from any other source”).

4. Verizon objects to the Interrogatories to the extent that they are “employed for the purpose of delay, harassment or obtaining information that is beyond the scope of permissible inquiry related to the material facts in dispute in the pending proceeding.” *Id.* § 1.729(a).

5. Verizon objects to the Interrogatories to the extent that they seek information that is not within Verizon’s possession, custody, or control or information that is not within Verizon’s present knowledge.

6. Verizon objects to the Interrogatories to the extent that they call for information that is already within FPL’s possession, custody, or control.

7. Verizon objects to the Interrogatories to the extent that they seek discovery of legal conclusions, contentions, or information that is publicly available.

8. Verizon objects to the Interrogatories to the extent that they are vague, ambiguous, overbroad, unduly burdensome, oppressive, unreasonably cumulative, or duplicative.

9. Verizon objects to the Interrogatories to the extent that the burden or expense of answering the Interrogatory would outweigh any benefit of the answer.

10. Verizon objects to the Interrogatories to the extent that they seek information that is protected from discovery by the attorney-client privilege, the work-product doctrine or any

other applicable privilege. Nothing contained in Verizon's objections is intended to, or in any way shall be deemed, a waiver of such available privilege or doctrine. Verizon will not provide privileged or otherwise protected information.

11. Verizon objects to the Interrogatories to the extent that they seek confidential or proprietary information. Verizon will not provide responsive, non-privileged confidential or proprietary information unless it is protected by the terms of a mutually agreeable Confidentiality Agreement.

12. Verizon objects to FPL's definition of "you," "your," and "Verizon" because it is overbroad, unduly expansive and burdensome, and seeks to impose obligations to provide information that has no relevance to the material facts in dispute in this proceeding. Verizon will not provide non-confidential and non-privileged information beyond that involving Verizon's joint use relationship with FPL.

13. Verizon objects to the Interrogatories to the extent that they seek to impose requirements or obligations on Verizon in addition to or different from those imposed by the Commission's rules. In responding to the Interrogatories, Verizon will respond as required under the Commission's rules.

14. Verizon reserves the right to change or modify any objection should it become aware of additional facts or circumstances following the filing of these objections.

15. The foregoing general objections are hereby incorporated into each specific objection listed below, and each specific objection is made subject to and without waiver of the foregoing general objections.

SPECIFIC OBJECTIONS TO INTERROGATORIES

Interrogatory No. 1:

If you deny any part of FPL's Request for Admissions that has been served contemporaneously with these interrogatories, please explain the basis for your denial.

Objections:

Verizon objects to this Interrogatory because it is unreasonably cumulative and duplicative in that it seeks information that Verizon has already provided in its Pole Attachment Complaint and supporting Affidavits and Exhibits. Verizon further objects to this Interrogatory because Requests for Admissions have not been authorized by the Commission and are not necessary to the resolution of this dispute. Verizon also objects to this Interrogatory because it is overbroad and unduly burdensome, seeks information that is not relevant to the material facts in dispute in this proceeding, seeks discovery of legal conclusions and contentions, and/or seeks information that should already be within FPL's possession or is available from a public source.

Interrogatory No. 2:

Explain in detail Verizon's process and steps for engineering associated with utility poles under the Joint Use Agreement ("JUA").

Objections:

Verizon objects to this Interrogatory because it is unreasonably cumulative and duplicative in that it seeks information that Verizon has already provided in its Pole Attachment Complaint and supporting Affidavits and Exhibits. Verizon further objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon also objects to this Interrogatory because it seeks information that is not relevant to the material facts in dispute in

this proceeding and seeks information that should already be within FPL's possession and/or is available from a public source.

Interrogatory No. 3:

Please explain in detail the steps and processes as to how Verizon identifies where it wants to attach to utility poles.

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Interrogatory because it seeks information that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Interrogatory No. 4:

Please provide in detail the calculations performed by Verizon, including the assumptions and inputs, that establish the difference in costs incurred between an attacher on the lowest part of the pole compared to other attachers and how that calculation supports that the lowest attacher spends as much as the pole owner to relocate facilities forced by external agencies.

Objections:

Verizon objects to this Interrogatory because it is unreasonably cumulative and duplicative in that the same information appears to have also been requested in Request for Production No. 12 and further objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon also objects to this Interrogatory because it may not accurately reflect any argument or statement in Verizon's Complaint or supporting

Affidavits, seeks information that is not relevant to the material facts in dispute in this proceeding, and/or is not necessary to the resolution of this dispute.

Interrogatory No. 5:

Describe in detail all steps associated with Verizon obtaining right-of-way access or land access, including details for all costs expended for each step, including but not limited to the costs expended on internal and external attorney's fees.

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Interrogatory because it seeks information that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Interrogatory No. 6:

For each of the preceding ten years, please identify the average incremental borrowing rate for Verizon.

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Interrogatory because it seeks confidential information that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Interrogatory No. 7:

Please state whether Verizon has ever been required to obtain a performance bond or letter of credit in connection with attaching to a utility pole, and if so, please identify the terms and rates at which it was charged for each of the performance bonds and/or letters of credit that it purchased.

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Interrogatory because it seeks confidential information that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Interrogatory No. 8:

Provide a detailed inventory of Verizon's current fleet of vehicles and equipment used to maintain, access and install its attachments to FPL poles. For purposes of this interrogatory, please describe the size and type of each vehicle / equipment; identify the most recent purchase price for each vehicle / equipment and the number of such vehicles/equipment used by Verizon; identify the annual operations and maintenance cost for each; and identify the expected life for each vehicle / equipment. See example table below. Use as many rows as necessary to capture all of Verizon's inventory.

Vehicle / Equipment Type	Vehicle / Equipment Size	Most Recent Purchase Price	Annual O&M Expense	Expected Life

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Interrogatory because it seeks confidential information that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Interrogatory No. 9:

Explain in detail the calculations to support Verizon's conclusion that FPL's average pole height is 41 feet. In this explanation, please explain the statistically valid basis for Verizon's use of an average pole height of 41 feet.

Objections:

Verizon objects to this Interrogatory because it is unreasonably cumulative and duplicative in that it seeks information that Verizon has already provided in its Pole Attachment Complaint and supporting Affidavits and Exhibits. Verizon further objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon also objects to this Interrogatory because it seeks information that is or should be within FPL's possession.

Interrogatory No. 10:

Please explain in detail the "significant training, maintenance and oversight costs" incurred by Verizon in 2011 and 2012, as described in paragraph 38 of the Complaint.

Objections:

Verizon objects to this Interrogatory because it is unreasonably cumulative and duplicative in that it seeks information that Verizon has already provided in its Pole Attachment Complaint and supporting Affidavits and Exhibits.

Interrogatory No. 11:

Please refer to paragraph 53 of Verizon's Complaint. Identify in detail Verizon's costs for the past ten years associated with "damage from oversized vehicles, vandalism and similar hazards" for the FPL/Verizon joint use poles, including identification of the documents used to support such costs.

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome.

Interrogatory No. 12:

Please refer to paragraph 53 of Verizon's Complaint. For all of the FPL/Verizon joint use poles, provide the annual number of requests Verizon received to raise its cables to accommodate oversize loads, whether other attachers were also asked to raise their cables, the associated costs to Verizon and the amount recovered by Verizon through reimbursement and identify all documents to support Verizon's answer to this interrogatory.

Objections:

Verizon objects to this Interrogatory because it is vague, ambiguous, overbroad, and unduly burdensome.

Interrogatory No. 13:

Please delineate each activity and each associated cost that makes up Verizon's approximate \$300 per pole make-ready cost and identify all documentation relied upon by Verizon.

Objections:

Verizon objects to this Interrogatory because it is vague and ambiguous, overbroad, unduly burdensome, and seeks confidential information.

Respectfully submitted,

By:



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Attorneys for Verizon Florida LLC

Dated: April 27, 2015

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2015, I caused a copy of the foregoing Objections to FPL's Interrogatories to be filed via the Federal Communications Commission's Electronic Comment Filing System and to be served on the following (service method indicated):

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Claire J. Evans

Exhibit A

**Before the
Federal Communications Commission
Washington, DC 20554**

VERIZON FLORIDA LLC,)	
)	
Complainant,)	Docket No. 15-73
)	File No. EB-15-MD-002
v.)	
)	
FLORIDA POWER AND LIGHT)	Related to
COMPANY,)	Docket No. 14-216
)	File No. EB-14-MD-003
Respondent.)	
)	

**FLORIDA POWER AND LIGHT COMPANY'S
INTERROGATORIES TO VERIZON FLORIDA LLC**

Respondent, Florida Power and Light Company ("FPL"), pursuant to the Joint Schedule approved by the Enforcement Bureau of the Federal Communication Commission, propounds the following interrogatories to Verizon Florida LLC ("Verizon").

1. Verizon shall deliver its responses via electronic mail to FPL's counsel by the date set forth in the Joint Schedule.
2. The obligation of Verizon to answer these interrogatories is continuing in nature. Verizon 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, Verizon 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 “Verizon” means “Verizon Florida LLC, 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 Verizon.

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.

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 Verizon through the present.

INTERROGATORIES

1. If you deny any part of FPL's Request for Admissions that has been served contemporaneously with these interrogatories, please explain the basis for your denial.

2. Explain in detail Verizon's process and steps for engineering associated with utility poles under the Joint Use Agreement ("JUA").

3. Please explain in detail the steps and processes as to how Verizon identifies where it wants to attach to utility poles.

4. Please provide in detail the calculations performed by Verizon, including the assumptions and inputs, that establish the difference in costs incurred between an attacher on the lowest part of the pole compared to other attachers and how that calculation supports that the lowest attacher spends as much as the pole owner to relocate facilities forced by external agencies.

5. Describe in detail all steps associated with Verizon obtaining right-of-way access or land access, including details for all costs expended for each step, including but not limited to the costs expended on internal and external attorney's fees.

6. For each of the preceding ten years, please identify the average incremental borrowing rate for Verizon.

7. Please state whether Verizon has ever been required to obtain a performance bond or letter of credit in connection with attaching to a utility pole, and if so, please identify the terms and rates at which it was charged for each of the performance bonds and/or letters of credit that it purchased.

8. Provide a detailed inventory of Verizon's current fleet of vehicles and equipment used to maintain, access and install its attachments to FPL poles. For purposes of this interrogatory, please describe the size and type of each vehicle / equipment; identify the most recent purchase price for each vehicle / equipment and the number of such vehicles/equipment used by Verizon; identify the annual operations and maintenance cost for each; and identify the expected life for each vehicle / equipment. See example table below. Use as many rows as necessary to capture all of Verizon's inventory.

Vehicle /Equipment Type	Vehicle / Equipment Size	Most recent purchase price	Annual O&M expense	Expected Life

9. Explain in detail the calculations to support Verizon’s conclusion that FPL’s average pole height is 41 feet. In this explanation, please explain the statistically valid basis for Verizon’s use of an average pole height of 41 feet.

10. Please explain in detail the “significant training, maintenance and oversight costs” incurred by Verizon in 2011 and 2012, as described in paragraph 38 of the Complaint.

11. Please refer to paragraph 53 of Verizon’s Complaint. Identify in detail Verizon’s costs for the past ten years associated with “damage from oversized vehicles, vandalism and similar hazards” for the FPL/Verizon joint use poles, including identification of the documents used to support such costs.

12. Please refer to paragraph 53 of Verizon’s Complaint. For all of the FPL/Verizon joint use poles, provide the annual number of requests Verizon received to raise its cables to accommodate oversize loads, whether other attachers were also asked to raise their cables, the associated costs to Verizon and the amount recovered by Verizon through reimbursement and identify all documents to support Verizon’s answer to this interrogatory.

13. Please delineate each activity and each associated cost that makes up Verizon’s approximate \$300 per pole make-ready cost and identify all documentation relied upon by Verizon.

Respectfully submitted,

By: 

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*Attorneys for Florida Power and Light
Company*


Dated: April 17, 2015

CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2015, I caused a copy of the foregoing Interrogatories to be served on the following (service method indicated):

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