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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of US LEC of Florida, Inc. )  
against BellSouth Telecommunications, Inc. )  
for Breach of Terms of Florida )  
Interconnection Agreement under Sections )  
251 and 252 of the Telecommunications )  
Act of 1996, and Request For Relief )  
)

Docket No. 990874-TP

Filed: February 25, 2000

US LEC OF FLORIDA, INC.'S OBJECTIONS TO  
BELLSOUTH TELECOMMUNICATIONS, INC.'S  
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

GENERAL OBJECTIONS

US LEC of Florida Inc. ("US LEC") asserts the following objections with respect to each and every request for production served by BellSouth Telecommunications, Inc. ("BellSouth"):

1. US LEC objects to each document request to the extent that any response would require the inclusion of information protected by the attorney-client privilege, the work product doctrine, the joint defense privilege or any other discovery privilege recognizable under the Florida Rules of Civil Procedure or other applicable Florida law.

2. US LEC objects to each document request to the extent such request seeks disclosure of trade secrets, confidential, or competitively confidential information of US LEC. US LEC will only produce information upon the execution of an appropriate Confidentiality Agreement and/or Protective Order providing, among other things, that such information shall be

used solely for purposes of these proceedings, and that access and distribution of such information within BellSouth will be strictly limited to those needing access for the purposes of these proceedings.

3. US LEC objects to BellSouth's definition of "US LEC" in that such definition includes "US LEC of Florida Inc., any predecessors in interest, its parent, subsidiaries, and

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affiliates, their present and former officers, employees, agents, directors and all other persons acting or purporting to act on behalf of US LEC of Florida, Inc." For purposes of responding to BellSouth's request for production, US LEC interprets "US LEC" to be US LEC of Florida Inc., its predecessors in interest, and all other persons acting or purporting to act on behalf of US LEC of Florida Inc. To the extent that any document request seeks information about any entity other than US LEC of Florida Inc., US LEC objects to such requests because they are irrelevant and overbroad.

4. US LEC objects to the BellSouth's instruction (b) as unduly burdensome and overbroad because it requests information not normally or reasonably required in a privilege log, including the address of the person who prepared the document and each person who "viewed" a copy of the document. US LEC will prepare a standard privilege log identifying the document, the persons who sent or received the document (as noted on the document or who are otherwise known to US LEC as receiving the document), and the basis for the assertion of privilege.

5. US LEC objects to the Definitions and Instructions inserted into its Requests for Production to the extent that such definitions and instructions attempt to exceed the obligations imposed on US LEC by the applicable rules of procedure in the State of Florida and by this Commission. For example, US LEC objects to BellSouth's instruction (e) demanding that US LEC supplement its discovery responses; such supplementation is not required by the Florida Rules of Procedure.

## **REQUESTS FOR PRODUCTION**

In addition, US LEC asserts the following specific objections.

1. Produce copies of all documents identified in response to BellSouth's First Set of Interrogatories.

**OBJECTION:** US LEC incorporates its objections to BellSouth's First Set of Interrogatories in response to this request.

2. Produce all documents that refer or relate to or were generated in connection with US LEC's negotiation or execution of the November 1996 Agreement.

**OBJECTION:** US LEC objects to producing documents that refer or relate to or were generated in connection with any interconnection agreement with BellSouth that do not concern the matters at issue in these proceedings. Subject to the objections and limitations stated herein, US LEC will produce non-privileged documents, if any, responsive to this request upon execution of an acceptable protective agreement.

3. Produce all documents that refer or relate to or were generated in connection with US LEC's negotiation or execution of the June 1998 Agreement.

**OBJECTION:** US LEC objects to producing documents that refer or relate to or were generated in connection with any interconnection agreement with BellSouth that do not concern the matters at issue in these proceedings. Further, US LEC objects to this request because US LEC and BellSouth did not conduct a detailed negotiation of the June 1998 Agreement. Rather, US LEC "opted into" the existing agreement between BellSouth and ALEC, Inc. Under 47 U.S.C. § 252(i), the intent of ALEC and BellSouth when the actual language of

the interconnection agreements was negotiated controls the issue in this lawsuit. The intent of US LEC and BellSouth when US LEC opted into the ALEC Interconnection Agreement is irrelevant to these proceedings. Therefore, US LEC objects to producing documents in response to this request because any such documents are immaterial in this proceeding.

4. Produce all documents that refer or relate to or were generated in connection with US LEC's negotiation or execution of the June 1999 Agreement.

**OBJECTION:** US LEC objects to producing documents that refer or relate to or were generated in connection with any interconnection agreement with BellSouth that do not concern the matters at issue in these proceedings. Further, US LEC objects to this request because US LEC and BellSouth did not conduct a detailed negotiation of the June 1999 Agreement. Rather, US LEC "opted into" the existing agreement between BellSouth and Intermedia. Under 47 U.S.C. § 252(i), the intent of Intermedia and BellSouth when the actual language of the interconnection agreements was negotiated controls the issue in this lawsuit. The intent of US LEC and BellSouth when US LEC opted into the Intermedia Interconnection Agreement is irrelevant to these proceedings. Therefore, US LEC objects to producing documents in response to this request because any such documents are immaterial in this proceeding.

5. Produce all documents that refer or relate to the parties' intent concerning the definition of "local traffic" in the November 1996 Agreement.

**OBJECTION:** Subject to the objections and limitations stated herein, US LEC will produce non-privileged documents, if any, responsive to this request upon execution of an acceptable protective agreement.

6. Produce all documents that refer or relate to the parties' intent concerning the definition of "local traffic" in the June 1998 Agreement.

**OBJECTION:** See objections to Document Request 3.

7. Produce all documents that refer or relate to the parties' intent concerning the definition of "local traffic" in the June 1999 Agreement.

**OBJECTION:** See objections to Document Request 4.

8. Produce all documents that refer or relate to the parties' intent concerning whether calls to Internet Service Providers ("ISP") "terminate" at the ISP under the November 1996 Agreement.

**OBJECTION:** Subject to the objections and limitations stated herein, US LEC will produce non-privileged documents, if any, responsive to this request upon execution of an acceptable protective agreement.

9. Produce all documents that refer or relate to the parties' intent concerning whether calls to Internet Service Providers ("ISP") "terminate" at the ISP under the June 1998 Agreement.

**OBJECTION:** See objections to Document Request 3.

10. Produce all documents that refer or relate to the parties' intent concerning whether calls to Internet Service Providers ("ISP") "terminate" at the ISP under the June 1999 Agreement.

**OBJECTION:** See objections to Document Request 4.

11. Produce all documents that support or refer or relate to US LEC's allegations in the Complaint.

**OBJECTION:** US LEC objects to this request on grounds that it is too ambiguous to allow US LEC to isolate documents because the request does not state with particularity the information sought by BellSouth.

12. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of US LEC that reflect the amount of reciprocal compensation US LEC expected to receive from BellSouth.

**OBJECTION:** US LEC objects to this request because it seeks disclosure of highly competitive confidential, proprietary, and trade secret information from US LEC's budgets and financial information. US LEC further objects on the basis that such request seeks information that is not relevant to these proceedings nor likely to lead to the discovery of admissible evidence. US LEC did not prepare any budgets or similar documents reflecting amounts of reciprocal compensation for 1996 or 1997. Documents containing US LEC's projections, estimates, or budgets of amounts of reciprocal compensation prepared *after* 1996 are irrelevant to any matter in this proceeding because they do not reflect the intent of US LEC in 1996.

13. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of US LEC that reflect the volume of calls US LEC expected to receive from BellSouth customers to Internet Service Providers served by US LEC.

**OBJECTION:** US LEC objects to this request because it seeks disclosure of highly competitive confidential, proprietary, and trade secret information from US LEC's budgets and financial information. US LEC further objects on the basis that such request seeks information that is not relevant to these proceedings nor likely to lead to the discovery of admissible evidence. Documents containing US LEC's projections, estimates, or budgets of amounts of reciprocal compensation prepared *after* 1996 are irrelevant to any matter in this proceeding because they do not reflect the intent of US LEC in 1996. Moreover, US LEC objects to this request as vague and ambiguous in requesting information based on "volume of calls"; US LEC does not estimate or budget by call volume.

14. Produce all documents that refer or relate to any arrangement or agreement between US LEC and any other person that involves the sharing of any reciprocal compensation received by US LEC from BellSouth.

**OBJECTION:** US LEC objects to this document request because the information it seeks is completely irrelevant to the dispute between the parties. In addition, US LEC objects on the ground that the request is overly broad and unduly burdensome in that it would require US LEC to spend unreasonable amounts of time and to commit substantial resources attempting to isolate documents which have no bearing on the dispute between the parties. In addition, US LEC objects to this request because it seeks disclosure of highly competitive confidential, proprietary, and trade secret information.

15. Produce all documents that refer or relate to any reciprocal compensation that US LEC has billed BellSouth for traffic generated by or directed to any person or entity with which

US LEC has an arrangement or agreement to share reciprocal compensation received by US LEC from BellSouth.

**OBJECTION:** See objections to Document Request 14.

This 25<sup>th</sup> day of February, 2000.



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**CERTIFICATE OF SERVICE**

**Docket No. 990874-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing US  
LEC's Objections to BellSouth's First Request for Production of Documents via  
hand delivery\* or Federal Express for overnight delivery\*\* this 25th day of  
February, 2000, to the following:

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