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December 18, 2000

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 000828-TP

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of Sprint Communications Company Limited Partnership's Objections to BellSouth's First Request for Production of Documents and First Set of Interrogatories.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,


J. Jeffrey Wahlen

Enclosures

cc: All parties of record

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint
Communications Company Limited
Partnership for arbitration of
certain unresolved terms and
conditions of a proposed renewal
or current interconnection
agreement with BellSouth
Telecommunications, Inc.

DOCKET NO. 000828-TP
Filed: December 18, 2000

**SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S
OBJECTIONS TO BELL SOUTH'S FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS AND FIRST SET OF INTERROGATORIES**

Sprint Communications Company Limited Partnership, ("Sprint" or "Company"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350 and 1.280(b), Florida Rules of Civil Procedure, hereby submits the following Objections to BellSouth Telecommunications, Inc.'s ("BellSouth") First Request for Production of Documents and First Set of Interrogatories.

INTRODUCTION

The objections stated herein are preliminary in nature and are made at this time for the purpose of complying with the ten-day requirement set forth in Order No. PSC-00-1823-PCO-TP ("Procedural Order") issued by the Florida Public Service Commission ("Commission") in the above-referenced docket. Should additional grounds for objection be discovered as Sprint prepares its responses to the above-referenced requests, Sprint reserves the right to supplement, revise, or modify its objections at the time that it serves its responses on BellSouth. Moreover, should Sprint determine that a Protective Order is necessary with respect to any of the material

requested by BellSouth, Sprint reserves the right to file a motion with the Commission seeking such an order at the time that it serves its answers and responses on BellSouth.

GENERAL OBJECTIONS

Sprint makes the following General Objections to BellSouth’s First Request for Production of Documents (“First POD”) and First Set of Interrogatories (“First IRR”). These general objections apply to each of the individual requests and interrogatories in the First POD and First IRR, respectively, and will be incorporated by reference into Sprint’s responses and answers when they are served on BellSouth.

1. Sprint objects to the requests to the extent that such requests seek to impose an obligation on Sprint to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. Sprint has interpreted BellSouth’s requests to apply to Sprint’s regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, Sprint objects to such request to produce as irrelevant, overly broad, unduly burdensome, and oppressive.

3. Sprint objects to each and every request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Sprint objects to each and every request insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any responses provided by Sprint

to BellSouth's requests will be provided subject to, and without waiver of, the foregoing objection.

5. Sprint objects to each and every request insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Sprint will attempt to note in its responses each instance where this objection applies.

6. Sprint objects to BellSouth's discovery requests, instructions and definitions, insofar as they seek to impose obligation on Sprint that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

7. Sprint objects to providing information to the extent that such information is already in the public record before the Commission, or elsewhere.

8. Sprint objects to each and every request, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Sprint objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that BellSouth's requests proprietary confidential business information which is not subject to the "trade secrets" privilege, Sprint will make such information available to counsel for BellSouth pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Sprint is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Sprint creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs

or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these discovery requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint shall conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the discovery requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden or expense. To the extent that BellSouth requests herein documents that have previously been produced to other parties in response to previous discovery, then without limiting any of the foregoing objections, Sprint incorporates herein by reference its objections to that previous discovery.

SPECIFIC OBJECTIONS: FIRST IRR

In addition to the foregoing general objections, Sprint raises the following specific objections to the following individual interrogatories in the First IRR:

2. Identify all documents that refer or relate to any issues raised in the Petition.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory as unduly broad and overly burdensome. Answering this interrogatory would require an enormous effort on the part of Sprint to identify "all documents that refer or relate" to any *one* issue contained in Sprint's Petition, much less all of the issues. Further, several issues included in Sprint's original arbitration Petition have been settled by the parties. In an effort to be responsive, Sprint states that some of the relevant documents are identified in Sprint's arbitration Petition filed with the FPSC on July 10, 2000.

3. If Sprint has any documents that it does not intend to file with its pre-filed testimony that it reasonably believes that it may rely upon or introduce into evidence at the hearing of this matter, please identify all such documents.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory to the extent that it calls for attorney work product. Sprint has not made a final decision as to which documents it will rely on or introduce at the hearing. In addition to documents attached to its witnesses' prefiled direct and rebuttal testimony, Sprint will likely introduce some of BellSouth's responses to Sprint's Interrogatories and Requests for Production. Counsel for Sprint and BellSouth can confer about hearing exhibits prior to the hearing. Sprint will supplement this response prior to the hearing.

4. **Identify any and all evaluations, reports, analyses, memoranda or other documents prepared by or for Sprint that directly relate to or concern any specific issue raised by Sprint in its Petition.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory to the extent that it calls for attorney work product. Sprint has not made a final decision as to which documents it will rely on or introduce at the hearing. In addition to documents attached to its witnesses' prefiled direct and rebuttal testimony, Sprint will likely introduce some of BellSouth's responses to Sprint's Interrogatories and Requests for Production.

5. **Has Sprint requested that any state commission outside of BellSouth's region arbitrate, pursuant to Section 252 of the Telecommunications Act of 1996, any of the issues raised in Sprint's Petition? If the answer to this Interrogatory is in the affirmative, please identify the specific issue on which arbitration was sought; identify the state commission before which Sprint sought arbitration, including the case name, docket number, and date the petition was filed; and describe with particularity the state commission's resolution of the issue and identify the state commission Order in which such resolution was made.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory in that the information requested is in the public record, and is just as available to BellSouth as it is to Sprint.

8. **Identify the number of access lines in Florida for which Sprint provides local telephone service.**

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. In addition, Sprint objects on grounds that the information requested is highly proprietary, Sprint confidential information.

9. **To the extent not provided in response to Interrogatory 8, above, separate the lines identified in response to Interrogatory 8 between business and residential access lines.**

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. In addition, Sprint objects in that the information requested is highly proprietary, Sprint confidential information.

11. **Does Sprint contend that there is a difference between the place where a call “terminates” for jurisdictional purposes and the place where a call “terminates” for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please: (a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes; (b) state the date and describe the circumstances when Sprint first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; (c) state the date and describe the circumstances when Sprint first stated publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; (d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes; (e) identify all internal Sprint memoranda or other documents that discuss, relate to or touch upon the issue of whether reciprocal compensation may be owed for calls delivered to ISPs.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to part (d) of this Interrogatory on grounds that it is overly broad and unduly burdensome. Further, the requested information is in the public record and is as accessible to BellSouth as it is to Sprint.

12. **Has Sprint entered into any arrangement or agreement with any person that involves the sharing of any reciprocal compensation received by Sprint from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, state the date when such an arrangement was reached or agreement was entered into, and identify all documents referring or relating to such an arrangement or agreement.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to the Interrogatory in that it is vague, because it is not clear from the context of the Interrogatory what the phrase “sharing of reciprocal compensation” means.

13. **Has Sprint provided telecommunications services to any person with whom Sprint has entered into any arrangement or agreement that involves the sharing of reciprocal compensation received by Sprint from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, describe the telecommunications services Sprint has provided, and identify all documents referring or relating to such telecommunications services.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to the Interrogatory in that it is vague, because it is not clear from the context of the Interrogatory what the phrase “sharing of reciprocal compensation” means.

- 15. Is Sprint affiliated in any way with an ISP in Florida (other than as a customer)? If so, explain in full the nature of such interest or affiliation and identify all documents that refer or relate to such interest or affiliation.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to the portion of this interrogatory seeking identification of “all” documents referring or relating to Sprint’s interest or affiliation with an ISP in Florida on grounds that identifying “all” is unduly broad and overly burdensome.

- 16. State the actual cost (as an average cost per minute, if calculable) Sprint incurs in transporting ISP traffic from the point of interconnection with BellSouth in Florida to the ISP server being served by a Sprint switch. If this information is not available on a per minute basis, state what information is available that relates to this cost. In answering this interrogatory, describe in detail how this cost was calculated and identify all documents referring or relating to such calculation. If Sprint has made no such calculation and has no idea what the cost of transporting ISP traffic in such a manner would be, please so state.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory in that it calls for Sprint highly proprietary information and is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action because Sprint is not in this arbitration seeking to be paid reciprocal compensation based upon its own costs.

- 17. Please state the total number of *local* end user customers that Sprint serves within the state of Florida, separated into residential and business customers. If Sprint has no further information other than the number of lines provided in response to an earlier request, please say so.**

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. In addition, Sprint objects in that the information requested is highly proprietary, Sprint confidential information.

- 18. If not previously provided, state the total number of end-user business customers Sprint serves in Florida.**

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. In addition, Sprint objects in that the information requested is highly proprietary, Sprint confidential information.

21. Does Sprint deliver traffic to ISPs located outside the rate center in which the call to the ISP originated?

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory in that it is vague. It is not clear from the context of the Interrogatory how Sprint “delivers” traffic to ISPs.

22. If the answer to Interrogatory 21 is in the affirmative, describe the network architecture used by Sprint to deliver traffic to ISPs located outside the rate center in which the call to the ISP originated.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory in that it is vague insofar as it is not clear from the context of the Interrogatory how Sprint “delivers” traffic to ISPs. In addition, Sprint objects on grounds that the requested information calls for highly proprietary, Sprint network information.

23. If the answer to Interrogatory 21 is in the affirmative, state whether or not Sprint collects reciprocal compensation for traffic delivered to ISPs located outside the rate center in which the call to the ISP originated.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory in that it is vague insofar as it is not clear from the context of the Interrogatory how Sprint “delivers” traffic to ISPs. In addition, Sprint objects on grounds that the requested information calls for highly proprietary, Sprint network information.

25. In those states where Sprint is an incumbent local exchange carrier (ILEC), has Sprint paid (voluntarily or involuntarily) reciprocal compensation to any ALEC for ISP-bound traffic? If so: (a) identify each state wherein Sprint has made such payments for ISP-bound traffic; (b) identify the docket number of every complaint or enforcement proceeding brought against Sprint wherein Sprint contested the payment of reciprocal compensation for ISP-bound traffic; (c) identify each and every interconnection agreement entered into by Sprint that addresses the payment of reciprocal compensation for ISP-bound traffic.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. Sprint further objects to this Interrogatory in that the information requested is overly broad and burdensome. Sprint has entered into several hundred interconnection agreements across the United States. It would be an extremely burdensome process to review every interconnection agreement Sprint has entered into in response to this Interrogatory. Further, Sprint objects to the Interrogatory in that the information requested is in the public record and is as available to BellSouth as it is to Sprint.

26. State the number of resold lines Sprint has in Florida, broken down by residence and business lines, if not provided in response to an earlier interrogatory.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. In addition, Sprint objects in that the information requested is highly proprietary, Sprint confidential information.

27. State the number of UNEs that Sprint has purchased in Florida.

Objection: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this Interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence. In addition, Sprint objects in that the information requested is highly proprietary, Sprint confidential information.

34. Does Sprint have facilities in place to serve customers in each of BellSouth's local calling areas in Florida?

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

35. Does Sprint currently serve customers in each of BellSouth's local calling areas in Florida? If so, identify each such BellSouth local calling area.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

36. Does Sprint agree that a telephone company, whether an ILEC or an ALEC, should be responsible for paying for the entire cost of originating, transporting and terminating a call from its subscriber to the called party, either by providing its own network to haul such calls or by paying reciprocal compensation to the terminating carrier or a combination of both? If not, please provide the basis for Sprint's position, including any legal authority.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague. Sprint is confused by the statement "paying for the entire cost" as the ILEC or the CLEC does not "pay" for all the costs associated with originating, transporting and terminating traffic originated by its end user customers.

- 39. State the number of switches Sprint has deployed in Florida including the location, switch type (including the model and manufacturer), and the date the switch became operational.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

- 40. State whether any of the switches identified in response to Interrogatory 39 are currently providing local switching for Sprint local customers. If so, please identify each such switch by location, switch type (including the model and manufacturer), and the date the switch became operational for purposes of providing local service.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

- 41. Does Sprint contend that any of the switches identified in Interrogatory 39 actually perform local tandem switching functions in Florida? If so, please identify each such switch by location, switch type (including the model and manufacturer), and the date the switch began actually performing local tandem switching functions. Also, for each switch identified herein, describe in detail the actual local tandem switching functions being performed by the switch and identify all documents that support Sprint's response.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

- 42. Does Sprint contend that its local switches in the State of Florida, if any, serve a comparable geographic area to BellSouth's tandem switch? If the answer to this Interrogatory is in the affirmative, please state all facts and identify all documents that support this contention.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

- 43. For each of the wire centers served by BellSouth's tandem switches in Florida, state the total number of customers in each such wire center to which Sprint provides local telephone exchange service.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

44. **If Sprint contends that any of the switches identified in response to an earlier Interrogatory is capable of providing local service, even if not currently providing such service, state whether any changes in the switch, i.e. software updates, additional hardware modules, would be required in order to actually enable the switches to provide local switching.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that the requested information calls for highly proprietary Sprint network information.

45. **Does Sprint agree that where an originating carrier, using its own facilities, mixes originating long distance calls and originating local calls that ultimately terminate to an Sprint local customer, that Sprint wants the calls separated and, in such circumstances, Sprint wants to bill any terminating access charges that might be due?**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague. It is not clear from the context of the Interrogatory what the phrase “originating carrier”, and the word “separated” mean.

46. **Does Sprint agree that in the circumstances described in interrogatory 45 above, Sprint wants BellSouth to bill the originating carrier for the local calls referred to therein?**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague. It is not clear from the context of the Interrogatory what the phrase “originating carrier”, and the word “separated” mean.

47. **If the answer to interrogatory 46 is not an unqualified affirmative answer, is it correct that Sprint does not want to bill the originating carrier reciprocal compensation charges for terminating the local call to Sprint’s customer in the circumstances described in interrogatory 45?**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague. It is not clear from the context of the Interrogatory what the phrase “originating carrier”, and the word “separated” mean.

48. **Please explain why, when an originating carrier, using its own facilities, sends long distance calls and local calls to Sprint’s end users over the same terminating facilities, Sprint wants to bill the terminating access charges, but not charges associated with the local calls.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague. It is not clear from the context of the Interrogatory what the phrase “originating carrier” means.

50. How does Sprint contend that outbound telephone-to-telephone voice calls over IP telephony should be treated for purposes of compensation? State the basis (including all facts, legal precedent and the identity of any related documents) for your contention. In this interrogatory and the next one, BellSouth is asking about compensation paid to the local exchange carrier whose customer initiates or receives the call in question.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague.

51. Assuming Sprint agrees that some compensation is due for the call described in Interrogatory 50, please state the rate you contend is appropriate for outbound telephone-to-telephone voice calls over IP telephony that do not originate and terminate in the same local calling area. In answering this interrogatory, state with particularity how the rate(s) were calculated and identify any analyses, cost studies, or other reports that support your rate(s).

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects on grounds that it is vague.

64. Does Sprint track its own internal performance data at the metropolitan statistical area (MSA) level? If so, provide Sprint’s internal performance data for each corresponding performance measurement or SQM proposed by the Florida Commission Staff in the Performance Assessment Plan.

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence.

65. If Sprint’s response to Interrogatory 64 is in the negative, how does Sprint track its own internal performance data and at what level of disaggregation?

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this interrogatory because it calls for an answer that is beyond the scope of discovery in this case, i.e., not relevant and not calculated to lead to the discovery of admissible evidence.

SPECIFIC OBJECTIONS: FIRST POD

In addition to the foregoing general objections, Sprint raises the following specific objections to the following individual requests in the First POD:

- 1. Produce every document identified in Sprint's responses to BellSouth's interrogatories.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it is vague, overbroad and burdensome. As shown above, Sprint has objected to certain of the interrogatories (e.g., Nos. 2, 3 and 4) calling for the identification of certain documents, and those objections are incorporated herein by reference.

- 2. Produce all documents referring, relating or pertaining to the payment to or by Sprint or any other ILEC or ALEC of reciprocal compensation for ISP-bound traffic. To be perfectly clear, BellSouth believes that Sprint has memoranda in which its employees discuss whether payment of reciprocal compensation for ISP traffic is required or appropriate.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it is vague, overbroad and burdensome.

- 3. Produce all documents referring, relating or pertaining to telephone-to-telephone voice calls delivered over IP Telephony.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it is vague, overbroad and burdensome.

- 4. Produce all documents referring or relating to forecasted growth of Sprint's local market in Florida over the next 24 months.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it calls for highly proprietary Sprint confidential information.

- 5. Produce all documents referring or relating to historical growth of Sprint's local market in Florida over the past 24 months.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it calls for highly proprietary Sprint confidential information.

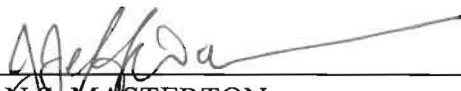
7. **Produce all documents referring, relating or pertaining to any ownership or interest Sprint has in an ISP in Florida.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it is vague, overbroad and burdensome, and calls for documents that are beyond the scope of discovery in this case, i.e., irrelevant and not calculated to lead to the discovery of admissible evidence..

11. **Please provide any and all documents that relate, in any way, to any of the unresolved issues set forth in Attachment A to the Order Establishing Procedure dated October 5, 2000.**

Objections: In addition to its general objections, which are incorporated herein by reference, Sprint objects to this request on grounds that it is vague, overbroad and burdensome.

DATED this 18th day of December, 2000.



SUSAN S. MASTERTON
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and

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ATTORNEYS FOR SPRINT
COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that U.S. Mail or hand-delivery (*) served a true and correct copy of the foregoing this 18th day of December, 2000 to the following:

Tim Vaccaro *
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