

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: ) DOCKET NO. 050863-TP  
 )  
dPi Teleconnect, L.L.C. v. )  
BellSouth Telecommunications, Inc. )

**dPi Teleconnect, LLC's Reply to AT&T's Response to Motion to Compel**

dPi Teleconnect, LLC ("dPi") files this Reply to AT&T Florida ("AT&T")'s Response to Motion to Compel filed September 17, 2007.

**Background**

1. dPi requested the following information in Request for Information 1-19.  
  
Please identify any and all occurrences, on a month to month basis beginning January, 2002, of an end user ordering from BellSouth basic service plus any two of the three following features: the call return block (bearing in North Carolina the Universal Service Ordering Code ["USOC"] of "BCR"); the repeat dialing block ("BRD"); and the call tracing block, and "HBG" block. Please indicate what these customers were charged when implementing these services, including any and all recurring charges, non-recurring charges, and promotional charges.
2. AT&T did not substantively respond.
3. dPi filed a motion to compel on September 13, 2007. AT&T filed its response September 17, 2007.
4. AT&T refuses to produce the documents on two grounds:
  - a. AT&T alleges that dPi agreed to discuss the issue with a statistician in Louisiana before AT&T had any obligation to produce anything, and that agreement binds AT&T.
  - b. The request is overburdensome.

**Argument**

5. It is incredible that AT&T can continue to rely on some alleged agreement between dPi and AT&T Louisiana that dPi would produce a statistical method for providing a sample,

and that agreement governs AT&T Florida's responsibilities in discovery.

6. No such agreement was made in Louisiana. dPi provided the Commission and AT&T with the email conversations evidencing that in its motion to compel.

7. No agreement was made in Florida that Louisiana decisions would bind Florida. In fact, the exact opposite occurred. dPi provided the Commission and AT&T with the language drafted between the two parties (from a motion to abate) that evidenced this:

The parties would further show that they have reached an agreement to abate this case until 30 days after a discovery order is issued in the above-referenced case in Louisiana. The order, **while not controlling in this cause**, may better allow the parties to assess their obligations in discovery.

8. Somehow, despite irrefutable evidence that no agreement exists, despite the fact that AT&T did not produce any writing that evidenced any agreement, AT&T still insists upon this fictional agreement. AT&T's argument has become frivolous at this point.

9. Their second reason for denial is because it is too burdensome. Yet AT&T does not provide any evidence of this. dPi wants to know how much was charged to AT&T's end users for (1) new service orders of (2) basic service with (3) two call blocks.

10. dPi has suggested that AT&T take every third order that fits this definition and provide documentation of how much end users were charged.

11. AT&T insists that it has to "cull from the millions of subscriber records" which would be unduly burdensome. Ignoring the fact that this is exactly what AT&T forced dPi to do to claim the credits to begin with (design a program that queries service orders and reports the results), it is doubtful that there would be much burden at all. AT&T does not advertise the blocks (BCR, BRD, and HBG). Virtually no one orders service this way. One simple query would eliminate likely 99% of all orders those orders without the two blocks. From there, AT&T could continue with its "burdensome" task of querying the data for the other two criteria (basic service, new service orders) or simply manually perform the task because the raw numbers would be so small.

12. This information is key to this case. AT&T insists here, as it did in North Carolina, that its end users were not entitled to a promotional rate for basic service plus two blocks. But here, as in North Carolina, AT&T refuses to show documentation of what these end users actually paid.

13. If the results of this inquiry show that AT&T awarded the promotional rates, this inquiry is outcome determinative for the case. AT&T must produce the requested

documents.

**Conclusion**

The Commission should order AT&T to produce the documents.

Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that true copy of the foregoing document has been filed with the Florida Public Service Commission and served upon Defendant BellSouth through its below-listed attorneys on this 21<sup>st</sup> day of September, 2007.

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