

June 28, 2012

By Overnight Mail

Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

REDACTED

RECEIVED-FPSC
12 JUN 29 PM 2:51
COMMISSION
CLERK

Re: *Docket No. 090538-TP – Complaint of Qwest Communications Company, LLC*

Dear Ms. Cole:

Enclosed for filing on behalf of Granite Telecommunications, LLC (“Granite”) in the above-referenced docket is the original of the confidential documents listed below.

1. **Confidential Attachment A:** A sealed envelope marked “CONFIDENTIAL,” containing Supplemental Response of Granite to Interrogatory Nos. 4 and 6 from Staff of the Florida Public Service Commission (highlighted portions).
2. **Public Attachment A:** A redacted version of the information found in Confidential Attachment A.

Please note that Qwest Communications Company, LLC (CenturyLink OCC) claims that the contents of Attachment A are confidential and proprietary business information pursuant to §364.183(1), Florida Statutes, that should be kept confidential and exempt from public disclosure.

A copy of this letter and Public Attachment A is being provided to parties in accordance with the attached certificate of service. A copy of Confidential Attachment A is being provided to Qwest pursuant to a non-disclosure agreement.

Please acknowledge receipt of these documents by stamping the extra copy of this letter “filed” and returning the copy to me in the enclosed self-addressed, stamped envelope. Thank you for your assistance with this filing and please do not hesitate to contact me if you have any questions.

- claim of confidentiality
- notice of intent
- request for confidentiality
- filed by OPC

Respectfully submitted,

Allen C. Zoracki
Counsel for
Granite Telecommunications, LLC

For DN 04316-12, which is in locked storage. You must be authorized to view this DN.-CLK

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- APA _____
- ICR _____
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- RAD _____
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- ADM _____
- OPC _____
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04315 JUN 29 2012
FPSC-COMMISSION CLERK

PUBLIC ATTACHMENT A

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APA _____
ECR _____
GCI _____
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SRC _____
ADM _____
OPC _____
CLK _____

PUBLIC VERISON

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

Amended Complaint of

QWEST COMMUNICATIONS COMPANY, LLC,

Against

Docket No. 090538-TP

MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (D/B/A VERIZON ACCESS TRANSMISSION SERVICES), XO COMMUNICATIONS SERVICES, INC., TW TELECOM OF FLORIDA, L.P., GRANITE TELECOMMUNICATIONS, LLC, BROADWING COMMUNICATIONS, LLC, ACCESS POINT, INC., BIRCH COMMUNICATIONS, INC., BUDGET PREPAY, INC., BULLSEYE TELECOM, INC., DELTACOM, INC., ERNEST COMMUNICATIONS, INC., FLATEL, INC., LIGHTYEAR NETWORK SOLUTIONS, LLC, NAVIGATOR TELECOMMUNICATIONS, LLC, PAETEC COMMUNICATIONS, INC., STS TELECOM, LLC, US LEC OF FLORIDA, LLC, WINDSTREAM NUVOX, INC., AND JOHN DOES 1 THROUGH 50.

**FIRST SUPPLEMENTAL RESPONSE OF GRANITE TELECOMMUNICATIONS, LLC
TO INTERROGATORY NOS. 4 and 6
FROM STAFF OF THE FLORIDA PUBLIC SERVICE COMMISSION**

Granite Telecommunications, LLC ("Granite"), by and through its undersigned counsel, hereby provides a supplemental response to *Staff's First Set of Interrogatories to Granite Telecommunications, LLC (Nos. 4 and 6)*. *This Supplemental Response is in addition to the Responses served by Granite on December 16, 2011, and all objections (general and specific) and definitions set forth in those Responses are incorporated herein by reference.*

GRANITE SUPPLEMENTAL RESPONSES TO INTERROGATORIES

Interrogatory No. 4

4. Did QCC contact your company regarding purchasing switched access service at customer-specific or Individual Case Basis (ICB) rates, terms, and conditions? If so,
 - a. what did QCC specifically ask for (lower rates, better terms, etcetera)?
 - b. when was the request(s) received and in what form?
 - c. what was your company's response to the request(s)?

GRANITE RESPONSE: Without waiving, and subject to all stated objections, Granite provides the following response:

Granite received via mail one letter from Charlie Galvin Jr. of QCC dated June 10, 2008. The letter indicated that, as a result of information made available to QCC in a "recent" state commission investigation (*i.e.*, proceedings before the Minnesota PUC in 2004 and 2005) QCC was aware that AT&T had entered into nationwide agreements with some LECs relating to intrastate switched access charges. The letter requested that QCC be provided the "most favorable" rate charged to any other IXC and demanded reimbursement for all past charges to QCC that exceeded the "most favorable" rate.

The QCC letter provided no demonstration, and did not even assert, that QCC was similarly situated to AT&T. The letter contained no legal basis to underlie the QCC claim of an entitlement to the terms of another IXC's settlement agreement. Moreover, QCC continued thereafter, and to this day, to pay Granite the rates set forth in Granite's filed price list without any dispute of those rates and charges as required by the filed price list.

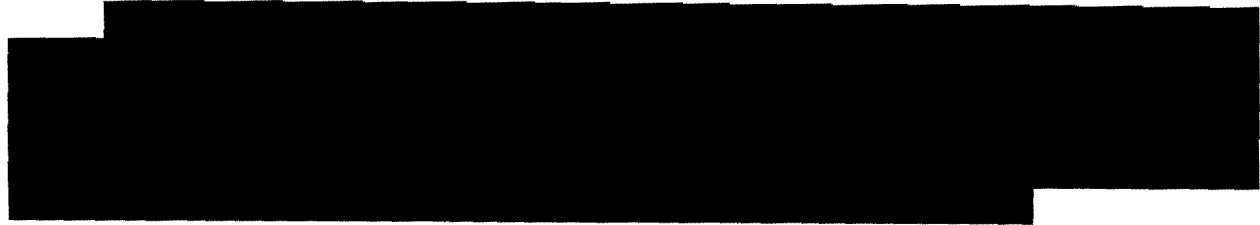
The QCC letter also requested copies of agreements relating to intrastate switched access charges, despite the fact that the settlement agreement between AT&T and Granite was made public in the Minnesota PUC proceeding in June of 2006 and that QCC received a copy of that notice as a party to that proceeding.

Granite promptly expressed its intent to address the QCC request and resolve all such issues on a business-to-business basis, noting the presumption that Qwest intended to address and resolve the issues on a reciprocal, mutually-beneficial basis. This Granite letter to QCC is dated June 17, 2008. QCC responded by filing suit with the Colorado PUC on June 23, 2008, and then with this Commission thereafter.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite supplements the above response as follows:

In 2003, QCC and Granite entered into the "Qwest Wholesale Services Agreement." ("QCC Agreement"). This agreement had been inadvertently overlooked in Granite's initial response. While this QCC Agreement has at all times been known to QCC, QCC failed and upon follow-up refused to identify the QCC Agreement – and other similar agreements – in response to Granite discovery requests in this proceeding.

***BEGIN CONFIDENTIAL ***



***END CONFIDENTIAL ***

Interrogatory No. 6

6. If your price list, either filed with the FPSC or found elsewhere, does not include provisions for ICB or customer-specific rates, terms, and conditions for the provision of switched access service, how would an IXC be made aware the option may be available?

GRANITE RESPONSE: Without waiving, and subject to all stated objections, Granite provides the following response:

An IXC would be aware of an option to seek an ICB agreement or customer-specific rates, terms, and conditions to the extent such agreements or arrangements are permitted by law. Telecommunications carriers are charged with knowledge of the laws governing the purchase and provision of service in each jurisdiction in which they operate. Each carrier is entitled to seek negotiation of an ICB agreement or customer-specific rates, terms, and conditions to the extent permitted by law. If customer-specific arrangements are not permissible, or are void or unenforceable, then all carriers are liable for the filed rates.

Concerning this case more specifically, the fact that there existed a settlement agreement between AT&T and Granite relating to switched access service was made public in the Minnesota PUC proceeding in the 2004-2006 timeframe. The settlement agreement itself was made public and the terms known to QCC in June of 2006.

QCC sued AT&T in court in 2007 for monetary damages and for a declaration that the settlement agreements forced on Granite and other LECs by AT&T are “void, illegal and unenforceable.” That QCC complaint specifically referenced AT&T’s agreement with Granite, among many other agreements. QCC entered into a settlement of that lawsuit with AT&T in late 2007.

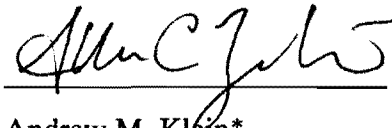
~~Granite has no record of any request from QCC for an ICB agreement or customer-specific rates, terms, and conditions prior to June of 2008.~~

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite strikes and modifies the last sentence of its initial response and supplements that response as follows:

In 2003, QCC and Granite entered into the “Qwest Wholesale Services Agreement.” (“QCC Agreement”). This agreement had been inadvertently overlooked in Granite’s initial response. QCC was thus well aware of the availability, at least as far back as 2003, of customer-specific rates and terms – and indeed QCC-specific rates and terms – for intrastate switched access in Florida.

PUBLIC VERISON

Dated: June 28, 2012



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Granite Telecommunications, LLC*

* Designated as a qualified representative in Docket No. 100008-OT

PUBLIC VERISON

**CERTIFICATE OF SERVICE
DOCKET NO. 090538-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic delivery and/or U.S. Mail this 28th day of June, 2012, to the following:

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Birch Communications, Inc.
DeltaCom, Inc.
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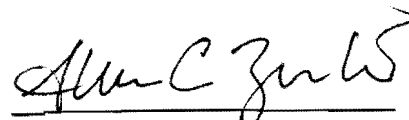
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