



at&t

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February 2, 2015

**Via Hand-Delivery**

Carlotta Stauffer, Commission Clerk  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**REDACTED**

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15 FEB - 2 PM 4: 33  
COMMISSION CLERK

**Re: Docket No.: 140156-TP: Petition of Communications Authority, Inc.  
for Section 252(b) Arbitration**

Dear Ms. Stauffer:

Enclosed are BellSouth Telecommunications, LLC d/b/a AT&T Florida's Responses to Staff's First Set of Interrogatories to BellSouth Telecommunications, LLC d/b/a AT&T Florida (Nos. 19 and 53) and Exhibit 3 to the Responses, in the captioned docket. Interrogatories Nos. 19 and 53 contain confidential proprietary information belonging to Terra Nova Telecom, Inc. Accordingly, a one highlighted and two redacted copies of each response is included. Exhibit 3 is confidential in its entirety and no redacted copies are being provided. Pursuant to Section 364.183(3), Florida Statutes, and Rule 25-22.006, Florida Administrative Code, AT&T Florida hereby makes a claim of confidentiality for the attached Responses and Exhibit. Note that since the confidential information belongs to Terra Nova, Terra Nova is responsible for any further justification for further confidential treatment.

Sincerely,

Tracy W. Hatch

Enclosures

cc: All Parties of Record  
Elise R. McCabe  
Brian W. Moore

1124144

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1 redacted copy

**CERTIFICATE OF SERVICE**  
**Docket No. 140156-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

Electronic Mail this 2nd day of February, 2015 to the following:

Lee Eng Tan  
Staff Counsel  
Florida Public Service  
Commission  
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s/Tracy W. Hatch  
Tracy W. Hatch

**REDACTED**

The Following Questions Pertain to Issue 12

19. Refer to invoices described in CA's response to AT&T Florida's first set of interrogatories number 13 (page 13).

Were late payment charges assessed on the invoices? Please explain your response in detail.

Response: In response to AT&T Florida's first set of interrogatories number 13 regarding bills not delivered, CA listed five invoices AT&T Florida sent to Terra Nova Telecom (page 13). Many CLECs receive their bills from AT&T Florida electronically. Terra Nova, however has chosen to receive its bills from AT&T Florida in paper form via U.S. Mail. CLECs that elect to receive their bills by snail mail must expect that there will sometimes be delays or lost bills, just as we all experience from time to time with our personal mail. A responsible person – and certainly a responsible company – knows what bills to expect every month and, knowing that payment is due on time whether a bill is delivered or lost somewhere in transit, initiates an inquiry promptly when an anticipated bill does not arrive.

The implication in the data CA provided is that AT&T Florida did not timely send replacement bills to Terra Nova because many months passed between the bill date and when the replacement bill was received. But that is not the case. According to AT&T Florida's records, the information CA supplied regarding five Terra Nova bills is misleading and at least partially incorrect, as explained in the Notes on the following matrix:

BAN	Invoice No.	Inv. Date	Notes
305Q921557557	01 13	2013-01-22	CA states that the duplicate bill was received August 14, 2013
305S250037037	S250037037-14056	2014-01-25	CA states that the duplicate bill was received March 11, 2014.

904N130073073	N130073073-13013	2013-01-13	CA states that the duplicate bill was received May 24, 2014. [REDACTED]
904S160081081	S160081081-14106	2014-04-16	CA states that the duplicate bill was received October 20, 2014 [REDACTED]
904S220052052	S220052052-13173	2013-06-22	CA states that the duplicate bill was received August 19, 2013. [REDACTED]

[REDACTED]

Terra Nova is responsible to pay its bills on time, and it bears the risk of late payment when bills are not promptly received because it elected to receive paper bills via U.S. Mail. Once a bill is printed and mailed, delivery is in the hands of the post office, not AT&T Florida. Moreover, CA has not demonstrated that Terra Nova did not receive the bills it cited. [REDACTED]

[REDACTED]

Responsible witness: Pellerin

Had the charges not been discovered in a separate dispute, would these accounts have been subject to a discontinuance notice? Please explain your response in detail.


Response: AT&T Florida is unable to answer this question because it does not understand the premise, "Had the charges not been discovered in a separate dispute."


Responsible person: Counsel

The Following Questions Pertain to Issue 47

53. Please refer to CA's response to AT&T Florida's first set of interrogatories, number 37. In its response CA referenced two instances where a CLEC was unable to reach repair due to AT&T Florida's IVR system not working properly. Is AT&T Florida aware of the two incidences that CA referenced involving Terra Nova? If so, please explain why AT&T Florida's IVR system failed to connect the CLEC to initiate repair and how the issue was resolved.

Response: CA's interrogatory response refers to a 2012 incident and a 2013 incident. AT&T Florida is aware of the latter, but has found no record of and is not aware of the former.

As indicated by the last email in the string attached hereto as Exhibit 3, 



AT&T Florida's Repair Center is staffed 24 hours a day, and AT&T Florida's IVR is configured in such a way that a CLEC representative who calls the IVR will be connected with a live Repair Center representative in all instances in which the caller is unable to fully process its request through IVR. If the IVR in fact did not work properly in either of the instances CA cites – and AT&T Florida is aware of no instance in which the IVR has in fact not worked properly – AT&T Florida does not know the cause.

Responsible witness: Chamberlin