

## XO INTERROGATORIES

1. Provide a detailed description of BellSouth's current process for converting special access mileage circuits to Enhanced Extended Loops ("EELs"), or UNE combinations of loop and transport in Florida, and indicate whether this process is the same as the conversion process for such circuits in the other states in BellSouth's region.

**BELLSOUTH RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement.

3. Describe, in detail, any differences between the processes described in Interrogatory Nos. 1 and 2 above, including an explanation of the need for any difference in the two processes.

**BELLSOUTH RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement.

4. What is the current "switch as is" price for conversion from special access mileage circuits to EELs in each of BellSouth's states?

**BELLSOUTH RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement. In addition, the interrogatory is overly-broad and irrelevant

as it seeks information unrelated to XO's operations in Florida as well as states where XO has not file [sic] a Complaint.

Subject to and without waiving the foregoing objection, if applicable, please see the "switch as is rate" in XO's contract with BellSouth for each BellSouth state.

7. Provide and explain in detail the underlying cost(s) for the conversion without disconnection of a special access mileage circuit to an EEL, including an explanation of each component of such cost.

**BELLSOUTH RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement.

8. Explain, in detail, any difference between the costs provided in Interrogatory No. 6 above [costs for conversion without disconnection of special access zero to a UNE loop] and Interrogatory No. 7 above, including the necessity of any difference in costs in order to complete such conversions.

**BELLSOUTH RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement.

## XO REQUESTS TO PRODUCE

1. All internal and external correspondence, including, but not limited to, internal memos, emails, voicemails, etc., regarding the issue of conversion of special access circuits (mileage and/or zero mileage circuits) to Unbundled Network elements, EELs, or stand alone loops:

(a) in general, from the date of XO's first request for such conversion to the present;

(b) specific to XO; and

(c) regarding the analysis of the appropriate treatment of and rate for CLEC requests for conversions of special access circuits to unbundled network elements of any type.

**BELLSOUTH RESPONSE: BellSouth objects to this request as being overly broad, unduly burdensome, and irrelevant and not likely to lead to the discovery of admissible evidence. BellSouth also objects on the grounds that it seeks confidential and proprietary information. Subject to the foregoing objections, BellSouth will produce responsive documents upon execution of a protective agreement.**

2. All documents illustrating, discussing, analyzing, or describing the current process for converting special access mileage circuits to EELs.

**BELLSOUTH RESPONSE: BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement.**

4. Provide the cost study(ies) and all cost information and documentation supporting the “switch as is” price provided in response to Interrogatory No. 4.

**BELLSOUTH RESPONSE:** See BellSouth's response and objection to Interrogatory No. 4.

6. Provide the cost study(ies) and all cost documentation for the underlying cost(s) for the conversion, without disconnection, of a special access zero mileage circuit to a UNE loop, in the same format as the cost study documentation for conversion of special access mileage circuits to EELs.

**BELLSOUTH RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence as the Complaint, as framed by XO, is limited to whether XO has the right to convert special access circuits to stand-alone UNEs under the Current Agreement. Indeed, there is no dispute that XO has the right to convert special access circuits to EELs under the Current Agreement. In addition, BellSouth has no obligation to provide documents in a particular format to XO. Subject to and without waving the foregoing objection, see the documents produced in response to Request for Production No. 7, which will be provided upon execution of a protective agreement.