

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: )  
)  
Ballard Rural Telephone Cooperative Corp., )  
Inc., *et al.*, )  
)  
Complainants )  
)  
v. ) Case No. 2011-00199  
)  
BellSouth Telecommunications, Inc. )  
d/b/a AT&T Kentucky, )  
)  
Defendant )

**AT&T KENTUCKY'S FIRST DATA REQUESTS TO  
BLUEGRASS TELEPHONE COMPANY, INC. D/B/A  
KENTUCKY TELEPHONE COMPANY**

BellSouth Telecommunications, LLC, d/b/a AT&T Kentucky ( "AT&T" or "AT&T Kentucky"), pursuant to the Order of the Kentucky Public Service Commission dated September 10, 2013, hereby serves its First Data Requests to Bluegrass Telephone Company, Inc. d/b/a Kentucky Telephone Company ("KTC").<sup>1</sup>

**INSTRUCTIONS**

These data requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you. When the information requested by a data request varies over time, state the response for each period of time as to which the response differs, and identify the time periods. If you cannot answer a data request in full after exercising due diligence to secure all the information requested,

<sup>1</sup> AT&T Kentucky has opposed KTC being granted the status of a full intervenor in this proceeding. Because the Commission has not yet ruled on AT&T Kentucky's opposition, however, AT&T Kentucky serves these data requests in case KTC is allowed to participate as a full intervenor.

or do not have precise information with regard to any part of any data request, you should so state in your response, describing in full your effort to obtain the information requested, and then proceed to respond to the fullest extent possible.

If you object to any part of any data request, answer all parts of the data request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

These data requests are continuing in nature. Thus, in the event that you obtain additional information with respect to any data request after it has been answered, you are required to supplement your response promptly following receipt of such additional information, providing the additional information to the same extent as originally requested. If you are unwilling to supplement your responses, please so state providing the legal basis for your refusal.

In the event that you assert that any requested information is not available in the form requested, in your written response thereto, you should disclose the following:

1. The form in which the requested information currently exists (identifying documents by title or description); and
2. The earliest dates, time period, and location that representatives of AT&T may inspect your files, records or documents in which the information currently exists.

For each data request answered, provide the name, business address(es) and telephone number(s) of the person(s) answering, the title of such person(s), and the name of the witness(es) who will be prepared to testify concerning the matters contained in each response. If you do not intend to call or present a witness who is prepared to testify concerning the matters contained in any response, please so state.

Answer each data request on a separate page.

### **DEFINITIONS**

1. "AT&T" shall mean collectively BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky.
2. "You" or "Your" shall refer to Bluegrass Telephone Company, Inc. d/b/a Kentucky Telephone Company and its owners and employees.
3. "Representative(s)" means those persons, past and present not in your direct employment including outside counsel, who represent or represented your interests in matters related to this proceeding.
4. "Employee(s)" means those persons in your direct employment, past and/or present.
5. "Person" and "persons" include individuals, firms, partnerships, associations, trade associations, corporations, government entities, or other groups, however organized.
6. "Document" or "documentation" means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original and each copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), invoice, bill, order, form, receipt, financial statement, accounting entry, diary, calendar, telex, telegram, e-mail, facsimile ("fax"), cable, report, recording, contract, agreement, study, handwritten note, drawing, sketch, graph, index, list, tape, photograph, microfilm, data sheet or data processing tape, disk, file stored on computer, or any other written, recorded, transcribed, punched tape, filmed or graphic matter,

however produced or reproduced, which is in your possession, custody, control or otherwise accessible to you or which was, but is no longer, in your possession, custody, or control.

7. "Identification" or "identify" when used in reference to: (i) a document other than a contract or agreement means to state: (1) its date; (2) its author; (3) the type of document; (4) its title; (5) its present location; (6) the name of each of its present custodians; (ii) a contract or agreement, means: (1) state the date of its making; (2) identify the parties thereto; (3) state whether the contract is oral or in writing; (4) state fully and precisely and separately all of the terms of said contract; (iii) a person other than an individual, means to state: (1) its full name; (2) its nature of organization, including the name of the state or country under the laws of which it was organized; (3) the address of its principal place of business; and (4) its principal line of business; (iv) a communication, requires you, if any part of the communications was written, to identify the document or documents which refer to or evidence the communication, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

8. "Possession, custody or control" includes actual constructive possession. Any document which is not in your immediate physical possession, but to which you have or had a right to compel or secure production from a third person or which is otherwise subject to your control, shall be obtained and produced as directed.

9. "Relate to" or "relating to" means concern, consist of, refer to, pertain to, reflect, evidence, or to be in any way logically or factually connected with the matter discussed.

10. "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these data requests anything that would not otherwise be brought within their scope.

11. "Concerning" shall mean comprising, describing, evidencing, referring to, responding to, quoting, or pertaining in any way to any part of a specified subject matter and/or to the contents or subject matter of any document including the specified subject matter.

12. "Communication" includes, without limitation of its generality, correspondence, statements, agreements, contracts, discussions, conversation, speeches, meetings, remarks, questions, answers, panel discussions and symposia, whether written or oral. The term includes, without limitation of its generality, both communications and statements which are face-to-face and those which are transmitted by documents or by media such as e-mail, intercoms, telephones, television or radio, data systems, and electronic reproductions and delivery systems.

13. "LATA" shall refer to a Local Access and Transport Area.

14. "InterLATA" shall refer to non-wireless traffic that originates in one LATA and terminates in a different LATA.

15. "IntraLATA" shall refer to non-wireless traffic that originates in one LATA and terminates in the same LATA.

16. "Interstate" traffic shall refer to traffic that originates in one state and terminates in a different state.

17. "Intrastate" traffic shall refer to traffic that originates in one state and terminates in the same state.

18. "Transit" traffic shall refer to traffic originated by a customer of a carrier other than AT&T that passes through AT&T's network before being terminated by one of the RLECs.

19. Traffic "from Halo" refers to traffic that passed through the equipment or facilities of Halo Wireless, Inc. before being delivered to AT&T and then passed on to you.

20. "CMRS" shall mean Commercial Mobile Radio Service.

21. "NTSR" shall mean Non-Traffic Sensitive Revenue.

22. "RLECs" or "RLEC Complainants" shall mean the named complainants in this proceeding.

## DATA REQUESTS

1. Is it your contention that AT&T Kentucky is liable to pay any carrier common line and/or switched access service charges to you for intraLATA, intrastate traffic from Halo? If your answer is anything other than an unqualified "no," please identify, by month:

- a. the total amount you contend AT&T Kentucky owes you for this traffic;
- b. the intraLATA, intrastate minutes of use for each access element and corresponding access rate for which you claim compensation; and
- c. the specific provisions of any tariff, plan, contract, or other document(s) that support each rate identified in sub-item b above.

2. Please identify:

- a. the intraLATA, intrastate minutes of use you used to bill NTSR charges and true-up charges, if any, for 2009, 2010, 2011 and 2012;
- b. explain the methodology and calculations used to derive the NTSR charges, including true-ups, identified in sub-item a;
- c. the specific provisions of any tariff, plan, contract, or other document(s) that support each charge identified in sub-item b above;
- d. for the time frames in sub-item a, separately identify the total intraLATA, intrastate minutes of use you used to bill NTSR charges and true-up charges to interexchange carriers and ILECs; and
- e. for the time frames in sub-item a, separately identify the total intraLATA, intrastate NTSR charges and true-ups you billed to interexchange carriers and ILECs.

3. Is it your contention that AT&T Kentucky is liable to pay any common carrier line and/or switched access service charges to you on interLATA, intrastate traffic from Halo? If your answer is anything other than an unqualified "no," please identify, by month:

- a. the total amount you contend AT&T Kentucky owes you for this traffic;
- b. the interLATA, intrastate minutes of use for each access element and corresponding access rate for which you claim compensation; and
- c. the specific provisions of any tariff, plan, contract, or other document(s) that support each rate identified in sub-item b above.

4. Please identify:

- a. the interLATA, intrastate minutes of use you used to bill NTSR charges and true-up charges, if any, for 2009, 2010, 2011 and 2012;
- b. explain the methodology and calculations used to derive the NTSR charges, including true-ups, identified in sub-item a;
- c. the specific provisions of any tariff, plan, contract, or other document(s) that support each charge identified in sub-item b above;
- d. for the time frames in sub-item a, separately identify the total interLATA, intrastate minutes of use you used to bill NTSR charges and true-up charges to interexchange carriers and ILECs; and
- e. for the time frames in sub-item a, separately identify the total interLATA, intrastate NTSR charges and true-ups you billed to interexchange carriers and ILECs.

5. Is it your contention that AT&T Kentucky is liable to pay switched access service charges to you on interstate traffic from Halo? If your answer is anything other than an unqualified "no," please identify, by month:

- a. the total amount you assert AT&T Kentucky owes you for this traffic;



- b. the interstate minutes of use for each access element and corresponding access rate for which you claim compensation; and
- c. the specific provisions of any tariff, plan, contract, or other document(s) that support each rate identified in sub-item b above.

6. Is it your contention that AT&T Kentucky is liable to pay access charges to you on intraLATA, intrastate traffic from Halo based, in whole or in part, on the Kentucky Restructured Settlement Plan ("KRSP")? If so:

- a. Please provide a copy of the KRSP.
- b. Please explain the basis for your position and identify the specific provisions of the KRSP on which you rely.

7. Is it your contention that AT&T Kentucky is liable to pay switched access charges to you on interLATA, intrastate traffic from Halo based, in whole or in part, on the Kentucky Restructured Settlement Plan ("KRSP")? If so, please explain the basis for your position and identify the specific provisions of the KRSP on which you rely.

8. Is it your contention that AT&T Kentucky is liable to pay access charges to you on interstate traffic from Halo based, in whole or in part, on the Kentucky Restructured Settlement Plan ("KRSP")? If so, please explain the basis for your position and identify the specific provisions of the KRSP on which you rely.

9. Is it your contention that AT&T Kentucky is liable to pay access charges to you on intraLATA, intrastate traffic from Halo based, in whole or in part, on your switched access tariff? If so, please explain the basis for your position and identify the specific provisions of the tariff(s) on which you rely.

10. Is it your contention that AT&T Kentucky is liable to pay access charges to you on interLATA, intrastate traffic from Halo based, in whole or in part, on your switched access tariff? If so, please explain the basis for your position and identify the specific provisions of the tariff(s) on which you rely.

11. Is it your contention that AT&T Kentucky is liable to pay access charges to you on interstate traffic from Halo based, in whole or in part, on your switched access tariff? If so, please explain the basis for your position and identify the specific provisions of the tariff(s) on which you rely.

12. Do you claim switched access charge payments from AT&T Kentucky for traffic that originated from an end-user subscriber of a CMRS carrier and that Halo routed through AT&T Kentucky? If so, please explain in detail the basis for your claim, including, without limitation, citations to the contract, tariff, order or other document that makes AT&T Kentucky liable for access charge payments for such traffic.

13. If the answer to the first sentence of Data Request 12 is yes, please indicate, by month, the minutes of use that originated from end-user subscribers of CMRS carriers and the access or other revenues for which you contend AT&T Kentucky is responsible.

14. If the answer to the first sentence of Data Request 12 is no, please explain how you have excluded, from your calculation of the minutes of use of traffic for which AT&T Kentucky is allegedly responsible, traffic that originated from end-user subscribers of CMRS carriers.

15. Please state your basis for refusing to give AT&T Kentucky a credit on traffic coming from Halo that originated from an end-user subscriber of a CMRS carrier. (See Complaint ¶ 17).

16. Please identify and explain any and all efforts made by you to block Halo traffic. Provide all documents and communications reflecting or relating to your efforts to block Halo traffic.

17. Paragraph A of the request for relief in the RLECs' Complaint seeks to recover access charges for "termination of the Halo traffic *and all other third-party traffic* that is not CMRS traffic." (Emphasis added). Does this mean that you are seeking to recover access charges from AT&T Kentucky on traffic that never passed through Halo? If so, please:

- a. identify every "third-party" carrier that you allege has been sending traffic to you, through AT&T Kentucky, that is "not CMRS traffic" and for which you seek the recovery of terminating access charges in this case.
- b. fully explain the basis for the claim as to each such third-party carrier.
- c. for all such third-party carrier traffic, please provide:
  - i. the total amount that you contend AT&T Kentucky owes you for this traffic;
  - ii. the minutes of use for each access element and corresponding access rate for which you claim compensation;
  - iii. the intrastate minutes of use you used to bill NTSR charges and true-up charges, if any;
  - iv. explain the methodology and calculations used to derive the NTSR charges, including true-ups, identified in sub-item iii; and
  - v. the specific provisions of any tariff, plan, contract, or other document(s) that support each charge identified in sub-items ii and iii above.

18. Please provide all documents reflecting or relating to any attempt by you to enter into an interconnection agreement with Halo, including all communications between or among any RLEC Complainants and Halo and/or between you and Halo.

19. Is it your position that traffic that originated from a third-party carrier, was then passed to Halo, and that AT&T Kentucky then passed to you for termination should be deemed to have originated with AT&T Kentucky? If so, please fully explain the basis for that position and identify and provide all documents on which you rely in support of that proposition.

20. Please describe all efforts you have made to recover terminating access charges, NTSR charges, or any other compensation for the Halo traffic directly from Halo and provide all documents reflecting or relating to such efforts, including, but not

limited to, RLEC-to-RLEC communications and/or communications between you and Halo.

21. Please describe all efforts you have made to recover access charges or NTSR charges from Halo in Halo's bankruptcy proceeding in the Eastern District of Texas, and all other efforts to become involved in the bankruptcy proceeding.

22. Please indicate the date when you made "1+" dialing for intraLATA toll calls available to your end-user customers. If the date varies by exchange, please indicate the date for each exchange. For each month beginning with the first month such 1+ dialing was made available, please indicate the total number of your subscribers presubscribed to AT&T Kentucky for 1+ intraLATA calling, and the percentage that number was of your total subscribers in that month.

23. Do you have, or have you ever had, an affiliate, a partner or a related carrier that offers 1+ intraLATA presubscribed calling to your end users? If so, for each month beginning with the first month such 1+ intraLATA dialing was made available, please indicate the total number of your subscribers presubscribed to the affiliate/partner/related carrier and the percentage that number was of your total subscribers in that month.

24. Is it your position that the KRSP is still in effect? If so, please fully explain the basis for that position.

25. Do you assert that AT&T Kentucky was a customer of your tariffed switched access service with regard to any of the traffic at issue in the Complaint? If so, please:

- a. Fully explain the basis for that position, including, without limitation, the dates/documents on and by which AT&T ordered this service from you, and identify the tariff provisions on which you rely, if any, for that position.
- b. Produce any and all orders, service orders, access service requests, or other documentation in which AT&T Kentucky placed an order for access services under your tariff.

- c. If you do not contend that AT&T Kentucky ordered switched access service under your access tariff, please explain in detail your basis for asserting that AT&T Kentucky owes you access charges on the traffic at issue in this proceeding. Please provide any and all documents or communications on which you rely for your position.

26. For the months for which you contend AT&T Kentucky owes you for traffic coming from Halo, please identify every carrier (hereinafter "Tandem Carrier") other than AT&T Kentucky, and other than you, that owns a tandem switch from which you receive access traffic that is not originated by that Tandem Carrier. As to each such Tandem Carrier, state whether you have recovered access charges on traffic not originated by that Tandem Carrier from the Tandem Carrier or from the originating carrier, or both. Please provide copies of all contracts or agreements between you and a Tandem Carrier addressing the compensation for such traffic.

27. For the same months for which you contend AT&T Kentucky owes compensation to you for traffic coming from Halo, please indicate:

- a. the number of carriers to which you billed access service,
- b. the total amount billed for intrastate intraLATA access,
- c. the total amount billed for interLATA, intrastate access,
- d. the total amount billed for interstate access,
- e. the total amount billed for intrastate intraLATA NTSR true-up charges, and
- f. the total amount billed for intrastate interLATA NTSR true-up charges.

28. Do you assert that AT&T Kentucky is an interexchange carrier? If so, please explain the basis for your position and produce any and all documents that you rely on in support of that position.

29. Do you assert that AT&T Kentucky is an end user? If so, please explain the basis for your position and produce any and all documents that you rely on in support of that position.

30. Please explain how you determined the jurisdiction (e.g., interLATA, intraLATA, intrastate, interstate) and type (e.g., landline, CMRS) of the traffic from Halo for which you assert AT&T Kentucky is responsible.

31. Is it your contention that AT&T Kentucky has ordered access service from you pursuant to your access tariff? If so, please explain the basis for your assertion and provide all supporting documents.

32. Please describe all efforts you have made to raise or discuss issues regarding the termination of traffic from Halo with the Federal Communications Commission (FCC) and provide copies of or links to all communications between you and the FCC or its staff regarding traffic from Halo.

33. Do you contend that transit traffic (defined for this question as traffic that does not originate from an AT&T Kentucky end user but passes through AT&T Kentucky's network from another carrier before being delivered to you for termination) is subject to access charges? Please fully explain the basis for your position and provide any documents you rely on for that position.

34. Is transit traffic (defined for this question as traffic that does not originate from an AT&T Kentucky end user but passes through AT&T Kentucky's network from another carrier before being delivered to you for termination) included in the traffic for which you seek access charges in this case? If so, how much of the charges are for transit traffic? Please produce any documents you rely on for your response.

35. Please provide copies of any and all correspondence or other communications between you and any other of the RLEC Complainants regarding the issues raised in this case.

36. Please produce a copy of KTC's interconnection agreement with Windstream Kentucky East, LLC.

37. Is KTC's interconnection agreement with Windstream Kentucky East, LLC still in effect?

38. Does KTC intend to assert any claims or seek any relief that differs in any way from the claims and relief sought by the RLEC Complainants in this case? If so, please specifically describe each such claim and request for relief.

39. Has KTC provided instructions for use in the LERG (Local Exchange Routing Guide) for how traffic destined to be terminated to one of KTC's end user customers should be routed by other carriers? If so, please state when those instructions were provided to the LERG and provide a copy of the instructions.

40. Does KTC have an interconnection agreement (or any other type of traffic exchange agreement) with AT&T Kentucky? If "yes", then please list each agreement and provide copies (or links to copies) of such agreements. If "no", please explain why not, including all efforts KTC has made to enter into an interconnection agreement (or any other type of traffic exchange agreement) with AT&T Kentucky.

41. Do you admit that all of the traffic at issue in this proceeding that KTC terminated passed through the network, equipment, or facilities of Windstream Kentucky East, LLC, before reaching KTC?

42. Do you admit that none of the traffic at issue in this proceeding that KTC terminated passed directly from AT&T Kentucky to KTC, without passing through the network, equipment, or facilities of another carrier between AT&T Kentucky and KTC?

43. Page 2 of KTC's "Motion for Limited Intervention" states that Windstream is a "local transit provider to KTC." Please explain what KTC means by "local transit provider."

44. Page 2 of KTC's "Motion for Limited Intervention" states that "KTC has determined that AT&T-KY is improperly terminating traffic from a third party and that none of it is actually CMRS traffic from that third party's end users."

- a. Is the third party referred to in this sentence Halo Wireless, Inc. ("Halo")? If not, please specifically identify the third party.
- b. Please fully explain the basis for KT's assertion that "none" of the traffic from the third party is "actually CMRS traffic" and provide all documents on which KTC relies in support of that assertion.

45. Page 2 of KTC's "Motion for Limited Intervention" states that AT&T Kentucky is sending traffic to "the wrong carrier."

- a. Please fully explain the basis for this assertion, including all documents on which KTC relies in support of its position, and specify the precise traffic at issue.
- b. Please identify which carrier, in KTC's view, would be the "right" carrier to receive the traffic that KTC contends is at issue?

46. Page 3 of KTC's "Motion for Limited Intervention" states that "KTC has billed AT&T-KY its tariffed access rates for the traffic." Please provide copies of all such bills that KTC has sent to AT&T Kentucky for tariffed access charges related to the traffic at issue here.

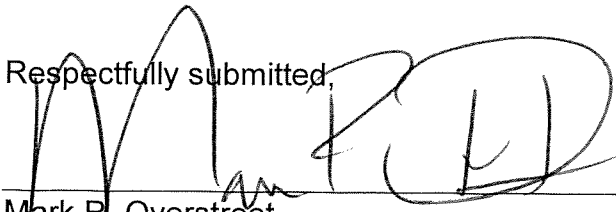
47. Please produce copies of all correspondence between AT&T Kentucky and KTC regarding the traffic that KTC asserts is at issue in this case.

48. Is KTC directly, physically interconnected with AT&T Kentucky?

49. Does KTC own all of the equipment or facilities used to transport a call from AT&T Kentucky's network to a KTC end-user? Please explain in detail.



Respectfully submitted,



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Frankfort, KY 40602-0634  
Telephone: (502) 223-3477  
COUNSEL FOR DEFENDANT

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing was served by United States mail, postage prepaid, upon:

Russell Wiseman  
President & CEO  
Halo Wireless, Inc., Suite 1240  
Dallas, Texas 75220

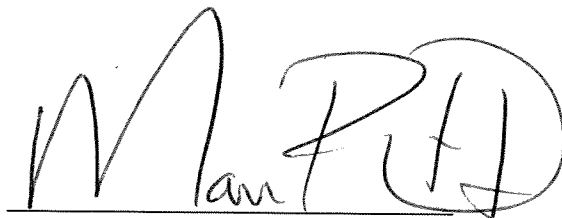
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On this 30<sup>th</sup> day of September, 2013

A handwritten signature in black ink, appearing to read "Mark R. Overstreet". The signature is written in a cursive style with a large, stylized "M" and "R".

Mark R. Overstreet