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November 16, 2012

RECEIVED

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PUBLIC SERVICE
COMMISSION

VIA OVERNIGHT MAIL

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Budget Prepay, Inc., Complainant v. BellSouth Telecommunications, LLC
d/b/a AT&T Kentucky, Defendant
PSC 2012-00392

Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are the original and ten (10) copies of AT&T Kentucky's First Set of Data Requests to Budget Prepay, Inc.

Please let me know if you have any questions.

Sincerely,



Mary K. Keyer

Enclosures

cc: Party of Record

1050472

COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:

BUDGET PREPAY, INC.)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2012-00392
BELLSOUTHTELECOMMUNICATIONS, LLC)	
D/B/A AT&T KENTUCKY)	
)	
DEFENDANT)	

AT&T KENTUCKY’S FIRST SET OF DATA REQUESTS TO BUDGET PREPAY, INC.

BellSouth Telecommunications, LLC d/b/a AT&T Kentucky (“AT&T Kentucky”), by and through its attorney, hereby requests that Budget Prepay, Inc. (“Budget”) respond to the following First Set of Data Requests (the “Data Requests”) within thirty (30) days from the date of service hereof.

INSTRUCTIONS:

1. Responses are due within thirty (30) days of service of these Data Requests. Each Data Request should be numbered and responded to individually and on a separate page. Please identify the person who prepared each response.
2. Budget’s answer to each Data Request is to include all information known to Budget or otherwise available to Budget, including information within the knowledge or possession of Budget’s attorneys or other agents.

3. These Data Requests are deemed to be continuing so as to require supplemental responses in the event that Budget discovers or obtains new or additional information or documents that are responsive to these Data Requests.

4. Should any information or documents called for by these Data Requests be withheld based on a claim of attorney-client privilege, work-product privilege, or any other privilege, the nature of the privilege shall be identified and the following information shall be provided: (1) the type of document or information; (2) the general subject matter thereof; (3) the date thereof; (4) the author of the document, if applicable; (5) the addressee thereof and (6) any other recipient thereof.

5. "And" and "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of these Data Requests any information that might otherwise be construed as outside their scope.

6. The singular and plural form shall be construed interchangeably so as to bring within the scope of these Data Requests any information that might otherwise be construed as outside their scope.

7. Where a complete answer to a particular Data Request is not possible, please answer the Data Request to the extent possible and state why only a partial answer is given. If, in answering these Data Requests, Budget claims that the Data Request, or an instruction applicable thereto, is ambiguous, please do not use that claim as a basis for refusing to respond, but instead set forth as part of the response the language Budget claims is ambiguous and the interpretation Budget has used to respond to the Data Request.

8. Unless otherwise indicated, these Data Requests shall pertain to the time period January 1, 2005 to the present, and shall include all information that relates in whole or in part to such period, or to events or circumstances during such period, even though dated, prepared, generated or received prior or subsequent to that period.

9. Documents provided in response to these Data Requests shall be submitted in the following manner:

- (a) Documents shall be complete and (unless privileged) unredacted, and shall be submitted as found in Budget's files.
- (b) All responsive documents or information that exists in electronic form shall be produced in electronic form with each software application used to create the documents identified.

DEFINITIONS

1. "AT&T Kentucky" means BellSouth Telecommunications, LLC d/b/a AT&T Kentucky and its related and affiliated companies.

2. "You," "your," or "Budget" refers to Budget Prepay, Inc., including its predecessors, affiliates and agents.

3. "AT&T Long Distance" means BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

4. "Complaint" means Budget's Formal Complaint in the above-captioned proceeding.

5. "Each" shall be construed to include the word "every" and "every" shall be construed to include the word "each."

6. "Including" means "including but not limited to."

7. "Customers" means persons who purchase telecommunications services at retail.

8. "Local service" means telecommunications service traditionally provided by an incumbent local exchange carrier ("ILEC"), including telephone exchange service and exchange access.

9. "Long distance service" means inter-LATA wireline telecommunications service, whether interstate, intrastate or international.

10. "Document" " mean(s) any written, recorded or graphic matter, communication, work paper, calculation however produced or reproduced, on any medium of any description in your actual or constructive possession, custody, or control upon which data or information is recorded or stored, or from which data or information can be retrieved; and every copy of such writing or record where the original is not in your possession, custody, or control. The term "document" includes, without limitation, electronically stored information as defined in Federal Rule of Civil Procedure 34(a). Every draft, modification, or subsequent version of a document shall be considered a separate document.

REQUESTS FOR INFORMATION

1. How many residential customers does Budget have in Kentucky?
2. How many of Budget's residential customers in Kentucky subscribe to a long distance service offered by AT&T Long Distance?
3. How many business (*i.e.*, non-residential) customers does Budget have in Kentucky?

4. How many of Budget's business customers in Kentucky subscribe to a long distance service offered by AT&T Long Distance?

5. For each of Budget's residential customers in Kentucky who subscribe to a long distance service offered by AT&T Long Distance, state:

- a. the customer's name;
- b. the customer's telephone number;
- c. the customer's current address;
- d. the name of the AT&T Long Distance service to which the customer subscribed; and
- e. the time period during which the customer subscribed to that service.

6. For each of Budget's business customers in Kentucky who subscribe to a long distance service offered by AT&T Long Distance, state:

- a. the customer's name;
- b. the customer's telephone number;
- c. the customer's current address;
- d. the name of the AT&T Long Distance service to which the subscribed; and
- e. the time period during which the customer subscribed to that service.

7. Has Budget ever purchased a long distance service from AT&T Long Distance for resale to Budget's own residential customers in Kentucky? If so, state:

- a. the name of the long distance service;
- b. the time period during which Budget purchased that service;
- c. the price Budget paid for the service.

8. Has Budget ever purchased a long distance service from AT&T Long Distance for resale to Budget's own business customers in Kentucky? If so, state:

- a. the name of the long distance service;
- b. the time period during which Budget purchased that service; and
- c. the price Budget paid for the service.

9. Has Budget ever purchased a long distance service from any AT&T long distance telecommunications provider other than AT&T Long Distance, including without limitation AT&T Corp., for resale to Budget's own customers in Kentucky? If so, state:

- a. the name of the long distance service;
- b. the name of the entity from which Budget purchased the service;
- c. the time period during which Budget purchased the service; and
- d. the price Budget paid for the service.

10. Has AT&T Long Distance ever billed Budget for any long distance telecommunications services that AT&T Long Distance provided to Budget's customers in Kentucky? If so, provide all documents that refer or relate to such billings.

11. Has AT&T Long Distance ever billed any of Budget's customers in Kentucky for any long distance telecommunications services provided by AT&T Long Distance? If so, provide all documents that refer or relate to such billings.

12. Has AT&T Kentucky ever billed Budget for any long distance telecommunications service provided by AT&T Long Distance to Budget in Kentucky? If so, provide all documents that refer or relate to such billings.

13. Has AT&T Kentucky ever billed any of Budget's customers in Kentucky for any long distance telecommunications service provided by AT&T Long Distance? If so, provide all documents that refer or relate to such billings.

14. How many residential customers has Budget had in Kentucky for each month from January 1, 2009 to the present?

15. How has Budget calculated the amount it has withheld from payment from AT&T Kentucky on account of Budget's claim as set forth in the Complaint? Without limiting the generality of the foregoing, state all assumptions Budget has made, all facts Budget has relied on, and all documents relied on in determining the amount it has withheld from AT&T Kentucky.

16. In determining the amount Budget has withheld from AT&T Kentucky on account of Budget's claims set forth in the Complaint:

- a. has Budget assumed that each new customer to whom it sells AT&T Kentucky local service would be entitled to a \$100 reward card from AT&T Long Distance?
- b. has Budget assumed that each new customer to whom it sells AT&T Kentucky local service would be entitled to a \$50 reward card from AT&T Long Distance?
- c. has Budget assumed that some new customers to whom it sells AT&T Kentucky local service would be entitled to a \$50 reward card, and some would be entitled to a \$100 reward card?
- d. if the answer to Data Request 16.c. is yes, explain how Budget determined how many and which of its customers would be entitled to a

\$50 reward card, and how many and which of its customers would be entitled to a \$100 reward card.

17. Please refer to Budget's Responses To Florida Public Service Commission Staff's First Set of Data Requests dated November 7, 2012 (attached hereto as Attachment 1) ("Budget's Florida Responses"). In response to Florida Staff Request No. 1, Budget states in part that "AT&T Long Distance does not offer long distance service to Budget at retail, although Budget includes long distance service in its product offerings to its customers for which it has claimed credits for the [promotions at issue] and some of such long distance service is obtained from AT&T long distance at wholesale."

- a. Has Budget attempted to obtain long distance service from AT&T Long Distance at retail in Kentucky? If so, for each such attempt, state:
 - i. when and how Budget attempted to obtain such service;
 - ii. the name of the person(s) at AT&T Long Distance [or any other AT&T entity] with whom Budget communicated regarding the attempt; and
 - iii. AT&T Long Distance's response to the attempt.
 - iv. Provide all documents that refer or relate to each such attempt.
- b. Has Budget attempted to obtain long distance service from AT&T Long Distance in Kentucky at anything other than retail prices? If so, for each such attempt, state:
 - i. when and how Budget attempted to obtain such service;

- ii. the name of the person(s) at AT&T Long Distance [or any other AT&T entity] with whom Budget communicated regarding the attempt; and
- iii. AT&T Long Distance's response to the attempt.
- iv. Provide all documents that refer or relate to each such attempt.

18. In response to Florida Staff Request No. 1, Budget states that "Budget includes long distance service in its product offerings to its customers for which it has claimed credits[.]" Please identify and describe each such "product offering," and for each such offering, identify:

- a. the long distance service included in the offering; and
- b. the name of the entity from which Budget obtained that long distance service.
- c. Provide all documents that refer or relate to the product offerings identified in response to this Data Request.

19. In response to Florida Staff Request No. 1, Budget states that "some of such long distance service is obtained from AT&T long distance at wholesale." Please identify and describe each such "long distance service," and for each such service state:

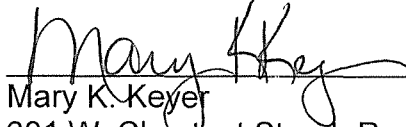
- a. the name of the AT&T entity from which Budget obtained the service;
- b. the person(s) at that AT&T entity with whom Budget communicated with respect to that service; and
- c. the manner in which that AT&T entity billed Budget for that service.
- d. Provide all documents that refer or relate to the long distance service identified in response to this Data Request.

20. On page 2 of Budget's Florida Responses, Budget states that the promotions at issue "required local service that makes up roughly two thirds (2/3) of the value" of the promotion, and that "new AT&T ILEC local service customers obtained a direct benefit from the promotion based on the price reduction from the promotions."

- a. Describe how Budget determined that local service "makes up roughly two thirds (2/3) of the value" of the promotions at issue.
- b. Describe how Budget determined the amount of the bill credits it claims it is entitled to on account of the promotional offerings at issue in this proceeding.
- c. Please refer to Exhibit A to Budget's Complaint, which includes Original Page 2 of AT&T Long Distance Service's Residential Service Guide for Interexchange Interstate, and International Services. Note that the Offering includes rewards of \$50 and \$100, depending on the qualifying long distance service purchased. How did Budget take into account the different reward levels in determining the amount of the promotional credit Budget is claiming, and which it submitted to AT&T Kentucky?
- d. In determining the amount of the promotional credit it is claiming, did Budget take into account the Commission-approved 16.79% and 15.54% "avoided cost" discount percentages for residential and business services, respectively? If so, please explain how Budget applied the avoided cost discounts to determine the amount of the promotional credit it has claimed in this proceeding. If not, please explain why not.

- e. Produce all documents that refer or relate to Budget's responses to this Data Request No. 20.

Respectfully submitted,



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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, LLC
d/b/a AT&T KENTUCKY

1050451

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BUDGET PREPAY, INC.
Against BellSouth Telecommunications, LLC d/b/a
AT&T Florida

Docket No. 120231-TP

**BUDGET PREPAY, INC.'S RESPONSES TO
FLORIDA PUBLIC SERVICE COMMISSION STAFF'S
FIRST SET OF DATA REQUESTS**

On October 30, 2012, Staff of the Florida Public Service Commission (“Staff”) served its first set of data requests on Budget PrePay, Inc. (“Budget”) in the captioned matter, requesting Budget’s response by November 7, 2012. Budget has made a good-faith attempt to quickly comply with Staff’s deadline and will supplement its responses as information becomes available to Budget, including through Budget’s ongoing review of its own records and through discovery by Budget on AT&T Florida pursuant to its Complaint filing. In consideration of the foregoing, Budget submits its response to Staff’s first set of data requests regarding the captioned matter, as follows.

General Objections

Budget’s Complaint relates to promotional credits associated with AT&T Florida’s local service offerings that were made available to AT&T Florida retail customers, but that AT&T Florida has refused to make available to Budget.

Budget’s Complaint relates to the actions of AT&T Florida – the ILEC – that are preferential, discriminatory and anti-competitive.

Budget's Complaint is directly associated with telecommunication services provided by AT&T as a local service, not long distance service. Two thirds (2/3) of the monthly retail cost of the telecommunication service associated with the Bundled Promotion in dispute is for local service sold by the AT&T ILEC. Budget's claims for credits are directly associated and related to invoices issued by the AT&T ILEC for local service resold to Budget. Budget disputes the amounts billed by the AT&T ILEC to Budget for local service because AT&T fails to apply promotion credits associated with ILEC local service that is required for the Bundled Promotions. The failure of the AT&T ILEC to make the promotions available to Budget has an anti-competitive effect on Budget.

The Bundled Promotion required local service that makes up roughly two thirds (2/3) of the value, and was marketed to retail customers by "AT&T" and sold by the AT&T ILEC . AT&T seeks and obtains new local service customers for the AT&T ILEC as a result of the promotion. These new AT&T ILEC local service customers obtained a direct benefit from the promotion based on the price reduction from the promotions. Budget's claim is based on AT&T's efforts to inappropriately circumvent the resale requirements for the promotion's value associated with the local service by offering the benefit through a long-distance affiliate. To the extent AT&T has a long-distance affiliate pay for promotions that require local service from an AT&T ILEC, then the AT&T ILEC gains an even larger competitive advantage.

Budget's Complaint is not a dispute about long-distance service or lifeline service.

Budget objects to Staff's data requests to the extent they seek information that is not relevant to Budget's Complaint. Budget further objects to Staff's data requests to the extent they seek information that is otherwise beyond the scope of permissible discovery pursuant to FPSC

Rules and Florida law, or that is protected from discovery by attorney-client privilege or work-product doctrine.

Responses

Subject to the above General Objections, Budget further responds as follows.

1. Has AT&T Long Distance billed Budget for its services provided to Florida customers? If yes, please provide the complete billing record for June, July, and August 2012, specifying which itemized amounts are in dispute in Florida, and which amounts are not in dispute.

RESPONSE:

Budget's Complaint relates to promotional credits associated with AT&T Florida's local service offerings as set forth in Budget's General Objections above. Subject to and without waiver of its General Objections, Budget further responds as follows. No; AT&T Long Distance does not offer long distance service to Budget at retail, although Budget includes long distance service in its product offerings to its customers for which it has claimed credits for the Bundled Promotions and some of such long distance service is obtained from AT&T long distance at wholesale.

2. Does AT&T Florida bill Budget for AT&T Long Distance's services that are provided in Florida? If yes, please provide the complete billing record for June, July, and August 2012, specifying which itemized amounts are in dispute, and which amounts are not in dispute.

RESPONSE:

Budget's Complaint relates to promotional credits associated with AT&T Florida's local service offerings as set forth in Budget's General Objections above. Subject to and without waiver of its General Objections, Budget further responds as follows. No; AT&T Florida does not offer long-distance service at retail or to resellers at wholesale. By bundling its local services with a promotion offered by its long-distance affiliate, AT&T Florida is circumventing its resale obligations relating to its local services under the ICA and federal law, which has an anti-

competitive effect on Budget. Budget does include long distance service in its product offerings to its customers for which it has claimed credits for the Bundled Promotions and some of such long distance service is obtained from AT&T long distance at wholesale.

3. Does AT&T Florida or any of its affiliates or subsidiaries bill Budget for any service(s) other than long distance? If yes, please identify those services and provide the complete billing record for June, July, and August 2012, specifying which itemized amounts are in dispute, and which amounts are not in dispute.

RESPONSE:

Yes; Budget receives bills from AT&T Florida for local service in electronic format. Portions of AT&T Florida's bills to Budget have been disputed by Budget pursuant to billing dispute provisions of its Interconnection Agreement with AT&T Florida. Budget's billing dispute is based on AT&T Florida's failure to provide credits associated with the resale of services for which AT&T has offered a bundled cash back promotion to its retail customers that requires AT&T local service. Budget submitted notices of billing disputes and claim for such credits for resale rights due Budget by electronic Exclaim Portal submission beginning February 17, 2011, and monthly thereafter through September 2012, at which time AT&T discontinued the Bundled Promotion. Budget will review the AT&T electronic billing submissions to determine a manner in which it can produce to Staff copies of the requested billing records for June, July, August 2012, subject to confidentiality protections, and will further coordinate with Staff regarding response to this request.

4. Does AT&T Florida bill Budget's end users for AT&T Long Distance's Services?

RESPONSE:

Budget's Complaint relates to promotional credits associated with AT&T Florida's local service offerings as set forth in Budget's General Objections above. Subject to and without waiver of its General Objections, Budget further responds as follows. No; neither AT&T Florida nor AT&T Long Distance offer long distance service to Budget at retail, although Budget includes long distance service in its product offerings to its customers for which it has claimed credits for the Bundled Promotions and some of such long distance service is obtained from AT&T long distance at wholesale.

5. Does AT&T Long Distance bill Budget's end users for AT&T Long Distance's Services?

RESPONSE:

Budget's Complaint relates to promotional credits associated with AT&T Florida's local service offerings as set forth in Budget's General Objections above. Subject to and without waiver of its General Objections, Budget further responds as follows. No; AT&T Long Distance does not offer long distance service to Budget at retail, although Budget includes long distance service in its product offerings to its customers for which it has claimed credits for the Bundled Promotions and some of such long distance service is obtained from AT&T long distance at wholesale.

6. How many customers did Budget have in Florida during each of the following months: June, July, and August 2012?

RESPONSE:

June: 1474 customers; July: 1439 customers; August: 1519 customers

7. How many Budget end users subscribed to AT&T Long Distance in Florida during each of the following months: June, July, and August 2012?

RESPONSE:

Budget's Complaint relates to promotional credits associated with AT&T Florida's local service offerings as set forth in Budget's General Objections above. Subject to and without waiver of its General Objections, Budget further responds as follows. AT&T Long Distance does not offer long distance service to Budget at retail, although Budget includes long distance service in its product offerings to its customers for which it has claimed credits for the Bundled Promotions and some of such long distance service is obtained from AT&T long distance at wholesale.

8. How many Budget customers in Florida received Lifeline discounts in Florida during each of the following months: June, July, and August 2012?

RESPONSE:

Budget's Complaint does not relate to Lifeline discounts. Subject to the General Objections referenced above, Budget responds as follows. Lifeline credits were received from AT&T for eight (8) Budget customers in the referenced months. Overall, the number of customers receiving lifeline credits were June: 1,373; July: 1,330; August: 1,326.

9. Has Budget notified its customers of its impending discontinuance of service? (a) If yes, on what date was the notification provided to customers?; (b) If yes, please provide a copy of the notice.

RESPONSE: No; Budget will file a reply to AT&T's notice of commencement of collection action and proposal to discontinue service to Budget and its customers issued by AT&T in response to Budget's efforts to resolve this billing dispute pursuant to the Interconnection Agreement between the parties and Budget's Complaint filed with the Commission.

10. Please provide all documentation Budget provided to AT&T Florida which supports Budget's position regarding the disputed amount(s) that are at issue in this docket for June, July, and August 2012.

RESPONSE:

See attached correspondence between Budget and AT&T dated: February 23, 2011; April 1, 2011; April 25, 2011; May 12, 2011; May 18, 2011; and May 20, 2011. Budget will also coordinate with Staff to produce, subject to confidentiality protections, copies of Budget's dispute submissions via AT&T Exclaims Portal website for June, July, and August 2012. Budget will also coordinate with Staff to produce, subject to confidentiality protections, email correspondence dated February 3, 2012 and April 26, 2012, in which Marc Cathey, Sales Assistant Vice President for AT&T ILEC, sent via email spreadsheets produced by AT&T ILEC that reflected Budget's Bundled promotion claims as disputed amounts.

Budget objects to Staff's data requests to the extent it is overly broad in requesting "all documentation" as Budget's billing dispute with AT&T Florida has been ongoing for approximately two years, since February 17, 2011; however, the referenced documents provide an overview of the claims for credits submitted by Budget and the billing dispute subject of Budget's Complaint.

Budget also notes that fact information remains to be discovered from AT&T regarding the billing dispute. Questions of fact exist that must be developed through appropriate discovery, including written discovery and depositions, testimony, and a hearing. For example, to what extent did AT&T benefit from the promotions that bundled AT&T Florida's local service with its affiliate's long-distance service; how much of the revenue realized from those bundled promotions was directly related to the sale of local service; and to what extent did AT&T Florida's customers benefit and receive reduced prices for local service through the bundled

promotions? Budget submitted data requests to AT&T in Louisiana which seek fact discovery relevant to all states in which the Bundled Promotions are in dispute, including Florida. The data requests were served September 21, 2012. AT&T requested extension of time to respond, and answers are due November 9. It is not known at this time to what extent AT&T will fully and completely respond, or the extent of follow-up discovery that will be needed.

11. Please provide all documentation Budget provided to AT&T Long Distance which supports Budget's position regarding the disputed amount(s) that are at issue in this docket for June, July, and August 2012.

RESPONSE:

See Budget's response to Staff Data Request 1 and 10.

12. Please identify all services included on the bills that AT&T Florida provides to Budget.

RESPONSE:

See Budget's response to Staff Data Request 3.

13. Are the promotions in dispute in this docket monthly credits?

RESPONSE: No, they are one time credits.

14. Are the promotions in dispute in this docket one-time credits associated with establishing new service?

RESPONSE: Yes; Budget claimed the promotional credits for only the new lines that it sold that had the exact same features as the local service that AT&T required and included in its Bundled Promotion.

15. Are the promotions in dispute in this docket one-time credits associated with adding new services?

RESPONSE: No

16. Are the promotions in dispute in this docket some combination of monthly and one-time credits?

RESPONSE: No

17. To the extent that the promotions in dispute in this docket represent some combination of monthly and one-time credits, please identify the disputed amounts by category for each of the following months: June, July, and August 2012.

RESPONSE: Not applicable

s/ Jon C. Moyle, Jr. _____

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Attorneys for Budget PrePay, Inc.

CERTIFICATE OF SERVICE

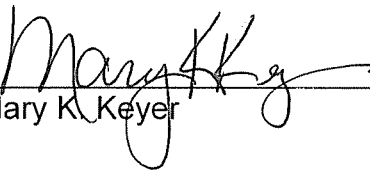
I hereby certify that a copy of Budget Prepay, Inc.'s Response to the Florida Public Service Commission Staff's First Set of Data Requests has been served by electronic mail on all parties on the Official Service List this 7th day of November 2012.

s/ Jon C. Moyle, Jr.
Jon C. Moyle, Jr.

CERTIFICATE OF SERVICE – PSC 2012-00392

I hereby certify that a copy of the foregoing was served on the following individual by mailing a copy thereof via U.S. Mail, this 16th day of November 2012.

Katherine K. Yunker
John B. Park
Yunker & Park PLC
P. O. Box 21784
Lexington, KY 40522-1784


Mary K. Keyer

1045834