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January 31, 2008

VIA FEDERAL EXPRESS

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

RECEIVED
FEB 01 2008
PUBLIC SERVICE
COMMISSION

Re: dPi Teleconnect, L.L.C. v. BellSouth Telecommunications, Inc.
KPSC 2005-00455

Dear Ms. O'Donnell:

Enclosed for filing in the above-referenced case are the original and ten (10) copies of AT&T Kentucky's First Data Requests to dPi Teleconnect, L.L.C.

Thank you for your attention to this matter.

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

cc: Parties of Record

703122

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In Re:)
)
dPi TELECONNECT, L.L.C.)
Complainant)
v.) No. 2005-00455
)
BELLSOUTH TELECOMMUNICATIONS, INC.)
Defendant)

AT&T KENTUCKY'S FIRST DATA REQUESTS
TO dPi TELECONNECT, L.L.C.

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky"), pursuant to the Order of the Kentucky Public Service Commission dated October 19, 2007, hereby serves its First Data Requests numbered 1 – 41 to dPi Teleconnect, L.L.C. ("dPi").

INSTRUCTIONS

(a) If any response required by way of answer to these Data Requests is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion. If any document is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document, each person who has viewed or who has had custody of a copy of the document, and a statement of the basis on which the privilege was claimed.

(b) These Data Requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you.

(c) If a Data Request cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a Data Request, answer all parts of the Data Request to which you do not object, and as to each part to which you object, separately set forth the specific basis for the objection.

(d) These Data Requests are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these Data Requests subsequently become known or should your initial response be incorrect or untrue.

(e) For each Data Request, provide the name of the company witness(es) or employee(s) responsible for compiling and providing the information contained in each answer.

DEFINITIONS

(a) "dPi" means dPi Teleconnect, L.L.C., any predecessors in interest, its parents, subsidiaries, and affiliates, its present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of dPi.

(b) "AT&T Kentucky" means BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky.

(c) "You" and "your" refer to dPi.

(d) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(e) "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 Interrogatories information that would not otherwise be brought within their scope.

(f) The term “document” shall have the broadest possible meaning under applicable law. “Document” means every writing or record of every type and description that is in the possession, custody or control of dPi, including, but not limited to, correspondence, memoranda, workpapers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail (“Email”) files, and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term “document” further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

(g) The phrases “refer to” and “relate to” mean consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

DATA REQUESTS

1. What rate(s) does dPi charge its residential end users in Kentucky for basic local service?

2. Describe the processes that dPi, Lost Key, or any third party acting on behalf of dPi utilizes to ensure that its requests for promotional credit comply with the requirements of the respective promotion, including, without limitation, whether dPi has any role in this process and, if so, what that role is, and whether this process is performed entirely by Lost Key.

3. When a dPi end user orders basic local service, does dPi have a routine practice of placing on the end user's line blocks on call return, repeat dialing and/or call tracing (hereinafter "call blocks")?

4. When a dPi customer orders basic local service, does dPi place blocks on call return, repeat dialing and/or call tracing in every case? In some cases?

5. If you answered Data Request No. 4 by stating that dPi places blocks on end users' lines in some cases or that dPi generally places blocks on the lines of end users who order basic local service, identify every circumstance under which dPi does not place blocks on the lines of its end users who order basic local service.

6. Of the Line Connection Charge Waiver ("LCCW") promotional requests at issue in this proceeding, did dPi submit any requests that included call blocking placed in response to an affirmative request by a dPi end user for the placement of these blocks? If so, how many credit requests were based on dPi end user lines/accounts that had block(s) which were placed in response to an affirmative request by the dPi end user for the block(s)?

7. When dPi places call blocks on an end user's line, does it specifically and expressly inform the end user that it is doing so? If so, does dPi do so at the time the end user initially orders service? At any time?

8. If you answered Data Request No. 7 affirmatively, please describe every communication from dPi to its end users that specifically informs the end user of dPi's practices of placing blocks on end users' lines, including, but not limited to the following: print advertisements, advertisements in other media, information on dPi's website (or any other website through which dPi's service can be ordered), scripts utilized by representatives of dPi who receive customer service orders.

9. Please provide copies of all materials identified in response to Data Request No. 8.

10. Of the requests for credit under the LCCW promotion that dPi submitted to AT&T in Kentucky, and which AT&T denied, did any have added to the end users' service, anything other than call blocking (e.g., call return, call tracing)?

11. If you answered Data Request No. 10 in the affirmative, were these features added at the end users' request in any instances? Were these features added at the end users' request in all instances?

12. If you responded to Data Request No. 11 by stating that these features were added at customers' requests in some, but not all instances, then in how many instances did the end user request these features? In how many instances did dPi add these features without a request to do so from the end user?

13. Does dPi offer its end users the ability to subscribe to call return? If yes, at what rate?

14. Does dPi offer its end users the ability to subscribe to call tracing? If yes, at what rate?

15. Does dPi offer its end users the ability to subscribe to repeat dialing? If yes, at what rate?

16. In general, when dPi receives a promotional discount on wholesale services purchased from AT&T, does it pass this discount on to its end users?

17. If you answered Data Request No. 16 in the affirmative, explain the process by which dPi passes these promotional discounts on to its end users.

18. If a dPi customer qualifies for the LCCW promotion, and dPi receives a promotional discount, does dPi pass any portion of the discount on to its end user? If you answered "yes," what is the amount passed on to the dPi end user and how is the discount passed on to the end user?

19. Has dPi submitted any credit requests to AT&T Kentucky for promotional discounts pursuant to the LCCW promotion that AT&T has sustained (i.e., that AT&T has paid to dPi)? If so, did dPi pass the promotional discount on to its end users? If so, please provide all documents that demonstrate that dPi passed the promotional discount on to its end users.

20. Has dPi submitted requests for promotional credit under the LCCW promotion in which the customer's line has only one block, and no other additional blocks or features?
21. Does dPi contend that every LCCW promotional credit request that it submitted to AT&T Kentucky was based on an order of basic local service and two or more features of any sort, which were ordered/added by the end user? If so, identify every action by the end user that constituted the ordering of features.
22. Does dPi contend that every LCCW promotional credit request that it submitted to AT&T Kentucky was based on an order of basic local service and two or more call blocks, which were ordered/added by the end user? If so, identify every action by the end user that constituted the ordering of call blocks?
23. Does dPi contend that when an end user orders basic local service, the end user is also necessarily ordering call blocking?
24. Do you contend that every end user that "orders" call blocking by ordering basic local service is actually aware of the existence of call blocks and that call blocks will be placed by dPi on his/her line(s)? Please fully explain the basis of your answer.
25. Identify every affirmative action in the ordering process by which the dPi end user specifically orders call blocking, i.e., apart from ordering basic local service.
26. Does dPi have any records, documents or files, including electronically stored information, that identifies blocks and/or features that are ordered by dPi's end users, as opposed to blocks or features added by dPi without a request from the end user? If so, please produce all such documents.

27. Does dPi own any telecommunications facilities in the Commonwealth of Kentucky? If so, please identify all such facilities.

28. Does dPi own any telecommunications facilities anywhere? if "yes," identify all such facilities.

29. Does dPi serve any customers in the Commonwealth of Kentucky other than residential customers?

30. In the Commonwealth of Kentucky, does dPi provide only pre-paid telecommunications services? Please explain.

31. Does dPi resell AT&T services pursuant to the Resale provisions of the Interconnection Agreement between the Parties?

32. Does dPi place call return blocking on the line of every end user that does not subscribe to call return?

33. Does dPi place repeat dialing blocking on the line of every end user that does not subscribe to repeat dialing?

34. Does dPi place call tracing blocking on the line of every end user that does not subscribe to call tracing?

35. When purchasing services for resale, does dPi pay AT&T any amount for call blocking on the lines of its end users? If so, state the amount that dPi contends it pays to AT&T for each call block?
36. When dPi obtains basic local service from AT&T for resale, does it pay for this service? How much?
37. When dPi orders from AT&T Kentucky basic local service plus call blocks, does it pay AT&T any additional amount for the call blocks, i.e., in addition to what it pays for basic local service? If so, what is the additional amount?
38. Does dPi charge its end users for call blocking?
39. Please produce any and all documents that dPi reviewed, relied upon, which support, evidence, pertain, or are otherwise related to dPi's responses to these data requests.
40. Please produce a copy of the contract between dPi and Lost Key by which Lost Key became dPi's agent for the purpose of submitting requests for promotional credits.
41. Please produce all documents identified in response to any of these Data Requests.

Respectfully submitted,



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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.,
D/B/A AT&T KENTUCKY


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CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the following individuals by mailing a copy thereof, this 31st day of January, 2008.

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