

**Dinsmore & Shohl** LLP  
ATTORNEYS



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April 29, 2010

RECEIVED

APR 29 2010

PUBLIC SERVICE  
COMMISSION

**VIA HAND DELIVERY**

Jeff Derouen, Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd  
P.O. Box 615  
Frankfort, KY 40602-0615

Re: *In the Matter of Communications Venture Corporation, d/b/a INdigital  
Telecom for Arbitration of Certain Terms and Conditions of Proposed  
Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a  
AT&T Kentucky – Case No. 2009-00438*

Dear Mr. Derouen:

In accordance with the Public Service Commission of the Commonwealth of Kentucky's (the "Commission") January 25, 2010 Order setting forth a Proposed Procedural Schedule in the above-referenced case, please find enclosed for filing one (1) original and eleven (11) copies of Communications Venture Corporation, d/b/a INdigital Telecom's Initial Data Requests to BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky.

Please file-stamp one copy and return it to our delivery person.

Thank you, and if you have any questions please call me.

Sincerely,

DINSMORE & SHOHL LLP

Edward T. Depp

ETD/sdt  
Enclosures  
cc: All parties of record (w/encl.)

Jeff Derouen, Executive Director  
April 22, 2010  
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John E. Selent, Esq. (w/encl.)  
Holly C. Wallace, Esq. (w/encl.)

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

APR 29 2010

PUBLIC SERVICE  
COMMISSION

Petition of Communications Venture )  
Corporation, d/b/a INdigital Telecom for )  
Arbitration of Certain Terms and Conditions )  
of Proposed Interconnection Agreement )  
with BellSouth Telecommunications, Inc., )  
d/b/a AT&T Kentucky, Pursuant to the )  
Communications Act of 1934, as Amended )  
by the Telecommunications Act of 1996 )

Case No. 2009-00438

**COMMUNICATIONS VENTURE CORPORATION D/B/A INDIGITAL TELECOM'S  
INITIAL DATA REQUESTS TO  
BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T KENTUCKY**

Communications Venture Corporation, d/b/a INdigital Telecom ("INdigital Telecom"), by counsel, and pursuant to the January 25, 2010 procedural order entered by the Public Service Commission of the Commonwealth of Kentucky (the "Commission") in the above-captioned matter, hereby propounds the following initial data requests upon BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky").

**REQUEST NO. 1:** Admit that, where INdigital Telecom has its own selective routers in place, AT&T Kentucky has no reason to route 911/E911 traffic prior to delivery to INdigital Telecom's selective router. If AT&T Kentucky does not admit, then explain in detail why it needs to route 911/E911 traffic prior to delivery to INdigital Telecom's selective router.

**RESPONSE:**

**REQUEST NO. 2:** Admit that AT&T Kentucky has insurance to protect against the type of damages contemplated in Attachment 12 – Collocation Section 4.4. Please provide all documentation including policies for insurance coverage with respect to the type of damages contemplated in Attachment 12 – Collocation Section 4.4.

**RESPONSE:**

**REQUEST NO. 3:** Please specifically list and identify all alleged financial losses experienced by AT&T Kentucky as the result of other CLECs going bankrupt or otherwise exiting the telephone exchange business as claimed by AT&T Kentucky in its position statement related to the General Terms and Conditions Sections 11.8, 11.9 – 11.9.2.5.3, 11.10, 11.12 – 11.12..4, 12.4 – 12.4.4, 12.6 – 12.6.2, 13.4.4, 40.1. Identify each CLEC in connection with each identified loss.

**RESPONSE:**

**REQUEST NO. 4:** Please provide AT&T Kentucky's balance sheets for the past three (3) years.

**RESPONSE:**

**REQUEST NO. 5:** Please identify and produce all interconnection, EAS, traffic exchange, or commercial agreements whereby AT&T Kentucky has required CLECs to pay, or CLECs have agreed to pay, all disputed charges into an interest bearing escrow account until the dispute is resolved.

**RESPONSE:**

**REQUEST NO. 6:** Please identify and produce all interconnection, EAS, traffic exchange, or commercial agreements whereby AT&T Kentucky has agreed to pay all disputed charges (that is, where AT&T Kentucky is the party disputing the amount of charges it owes) into an interest bearing escrow account until the dispute is resolved.

**RESPONSE:**

**REQUEST NO. 7:** Please identify and produce all interconnection, EAS, traffic exchange, or commercial agreements between AT&T Kentucky and a CLEC where no provision exists that would require the CLEC to pay disputed charges into an interest bearing escrow account until the dispute is resolved.

**RESPONSE:**

**REQUEST NO. 8:** Please provide a detailed explanation regarding how AT&T Kentucky determines that a CLEC has become "credit impaired" under Section 10.2.1 of the General Terms

and Conditions of the agreement, including but not limited to the meaning and application of the AT&T Kentucky Credit Profile, what third-party financial institutions are utilized, as well as any internal documents, written policies, manuals and / or guidelines that relate to the analysis that AT&T Kentucky performs in determining that a CLEC is "credit impaired."

**RESPONSE:**

**REQUEST NO. 9:** Has AT&T Kentucky or any of its affiliate ILECs entered into any interconnection, EAS, traffic exchange, or commercial agreements with other competitive 911/E911 service providers whether in Kentucky or elsewhere? If the answer to this request is "yes," please identify and produce those agreements.

**RESPONSE:**

**REQUEST NO. 10:** In geographic areas where AT&T Kentucky or any of its affiliate ILECs is the 911/E911 service provider (whether in Kentucky or elsewhere), has AT&T Kentucky or any of its affiliate ILECs established selective router trunking with other 911/E911 service providers or with other AT&T Kentucky 911/E911 networks for selective router 911/E911 call delivery and / or PSAP-to-PSAP call transfer?

**RESPONSE:**

**REQUEST NO. 11:** If the answer to Request No. 11 above is "yes," then please answer the following:

a. Please list all 911/E911 service providers with whom AT&T Kentucky has established selective router trunking and / or where AT&T Kentucky has established selective router trunking between its own independent 911/E911 networks.

b. Please provide copies of all agreements and documents governing the establishment of selective router trunking with other 911/E911 service providers.

c. In connection with the agreements and documents referenced in (b), have these agreements and documents been filed with or reviewed by a state commission or the FCC?

d. Please provide the terms and conditions governing how AT&T Kentucky and other 911/E911 service providers compensate each other for selective router trunking, including how AT&T Kentucky recovers its costs for selective router trunking, as well as how AT&T Kentucky recovers its costs for trunking between AT&T Kentucky selective routing networks.

e. In connection with AT&T Kentucky's response to (d), if a party other than AT&T Kentucky is responsible for the costs of selective router trunking, please provide the applicable tariff and or contract that authorizes AT&T Kentucky to bill the third party, including an explanation of how such tariffs or contracts are applied for selective router trunking.

**RESPONSE:**

**REQUEST NO. 12:** Explain in detail a scenario in which there are multiple selective routing functions necessary to connect an AT&T Kentucky end user with a PSAP. Include in the response

the rationale behind the use of multiple PSAPs, who is responsible for providing the multiple selective routing function, and who bears the costs of the multiple selective routing function.

**RESPONSE:**

**REQUEST NO. 13:** Explain in detail what trunking arrangements are in place between AT&T Kentucky, the PSAPs served by other carriers, and the respective parties' end users. Include in the response an explanation of who bears the costs of the trunking arrangements, and who is responsible for providing the selective routing function.

**RESPONSE:**

**REQUEST NO. 14:** Explain in detail why INdigital Telecom should mirror AT&T Kentucky's rates for the provision of certain 911/E911-related services, including but not limited to access to 911 and E911 Databases.

**RESPONSE:**

**REQUEST NO. 15:** Explain in detail how AT&T Kentucky interconnects its network with that of other carriers who may serve PSAPs that act as the public safety answering point(s) for end-user customers of AT&T Kentucky.

**RESPONSE:**



**REQUEST NO. 16:** Explain in detail how the selective routing function is performed (by whom, at what cost, and to whom) in the scenario addressed by Request No. 15, above.

**RESPONSE:**

**REQUEST NO. 17:** Produce all agreements by which AT&T Kentucky interconnects as described in Request No. 15 above.

**RESPONSE:**

**REQUEST NO. 18:** Please provide a narrative description of what happens when an AT&T Kentucky end-user or an end-user of one of AT&T Kentucky's affiliate ILECs places a 911/E911 call to a PSAP served by another carrier.

**RESPONSE:**

**REQUEST NO. 19:** Explain in detail why INdigital Telecom should be required to mirror AT&T Kentucky's tariffed rates for the provision of 911/E911 services in scenarios where INdigital Telecom has a Commission-approved tariff authorizing different rates.

**RESPONSE:**

**REQUEST NO. 20:** Explain in detail why AT&T Kentucky should need to selectively route 911/E911 traffic to a PSAP served by INdigital Telecom where INdigital Telecom provides its own selective router.

**RESPONSE:**

**REQUEST NO. 21:** Admit that, by selectively routing 911/E911 traffic to a PSAP served by INdigital Telecom where INdigital Telecom provides its own router, AT&T Kentucky is duplicating a network function. If AT&T Kentucky denies, then explain in detail the basis for its denial.

**RESPONSE:**

**REQUEST NO. 22:** Explain in detail how AT&T Kentucky routes wireless, Voice Over Internet Protocol ("VOIP"), and / or other emerging non-"plain old telephone system" ("POTS") technology 911 calls to the appropriate PSAP.

**RESPONSE:**

**REQUEST NO. 23:** Identify in detail what software programs AT&T Kentucky utilizes in its routers for the routing of 911/E911 calls, including the maker of the software program, the name of the software program, the date the software was installed, and the most recent date on which the software was updated.

**RESPONSE:**

**REQUEST NO. 24:** Please describe the process by which an AT&T Kentucky employee would research, review, and copy records when a CLEC makes a written request for information regarding facilities, including how AT&T Kentucky keeps track of time and resources spent, all applicable cost schedules, a description of internal time accounting methods or standards, and all safeguards in place to ensure that the costs associated with such efforts are reasonable.

**RESPONSE:**

**REQUEST NO. 25:** In connection with Attachment 03 – Structure Access Section 19.7.1, explain in detail what storage costs are incurred by AT&T Kentucky if a CLEC abandons Facilities, including a detailed account of: (i) why AT&T Kentucky would store Facilities abandoned by the CLEC; (ii) how AT&T Kentucky keeps track of time and resources spent for storage of the unwanted Facilities; (iii) all applicable cost schedules; (iv) a description of internal time accounting methods or standards; and (v) all safeguards in place to ensure that the costs associated with such storage is reasonable.

**RESPONSE:**

**REQUEST NO. 26:** Please provide a detailed explanation as to why AT&T Kentucky believes that a five percent (5%) threshold for invoice variances is an appropriate threshold to trigger a follow up audit as it proposes in Section 14.1 and 14.8 of the General Terms and Conditions, including documentary support or otherwise for its conclusion.

**RESPONSE:**

**REQUEST NO. 27:** Please provide a detailed explanation of AT&T Kentucky's "Complex Request Evaluation Fee," documentary support for the alleged "extraordinary expenses" associated with these type of CLEC requests, and the basis, if any, for AT&T Kentucky's claim that it should be compensated for a CLEC's statutorily-defined bona fide request, including how AT&T Kentucky keeps track of time and resources spent on the request, all applicable cost schedules that exist, a

description of internal time accounting methods or standards, and all safeguards in place to ensure that the costs associated with such requests are reasonable.

**RESPONSE:**

**REQUEST NO. 28:** Please identify and produce all agreements between AT&T Kentucky or any of its affiliate ILECs and any carrier that serves PSAPs located in the service territory of AT&T Kentucky or any of its affiliate ILECs.

**RESPONSE:**

**REQUEST NO. 29:** Admit that AT&T Kentucky's Generic Attachment 5 – 911/E911 (CLEC) contemplates that AT&T Kentucky will be the only 911/E911 service provider in AT&T Kentucky's service territory.

**RESPONSE:**

**REQUEST NO. 30:** Admit that AT&T Kentucky's Generic Attachment 5 – 911/E911 (CLEC) does not provide terms and conditions for INdigital Telecom to provide competing 911/E911 service to PSAPs in AT&T Kentucky's service territory.

**RESPONSE:**

**REQUEST NO. 31:** Admit that AT&T Kentucky's Generic Attachment 5 – 911/E911 (CLEC) does not provide for the possibility that INdigital Telecom can be designated as the 911/E911 service provider by any PSAP in AT&T Kentucky's service territory.

**RESPONSE:**

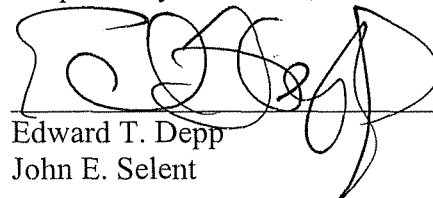
**REQUEST NO. 32:** Admit that AT&T Kentucky's Generic Attachment 5 – 911/E911 (CLEC) does not provide terms and conditions for INdigital Telecom to have access to 911/E911 databases or interconnect with AT&T Kentucky for the purpose of 911/E911 call completion to PSAPs in its service territory.

**RESPONSE:**

**REQUEST NO. 33:** Please provide a detailed explanation as to why AT&T Kentucky requires one-sided indemnification provisions in both the General Terms and Conditions as well as Attachment 03 – Structure Access, and a detailed explanation as to why the indemnification provisions are different in each.

**RESPONSE:**

Respectfully submitted,



Edward T. Depp  
John E. Selent

Stephen D. Thompson  
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Louisville, Kentucky 40202  
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(502) 585-2207 (Facsimile)

*Counsel to INdigital Telecom*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was served by U.S. First Class mail and electronic mail on this 29th day of April, 2010, to the following individuals:

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AT&T Kentucky  
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*General Counsel of AT&T Kentucky*

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