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January 21, 2020

HAND DELIVERED

Gwen R. Pinson
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

Mark R. Overstreet
(502) 223-3477
(502) 779-8349 FAX
moverstreet@stites.com

RECEIVED

JAN 21 2020

PUBLIC SERVICE
COMMISSION

RE: **Case No. 2019-00047**

Dear Ms. Pinson:

Please find enclosed and accept for filing the original and ten copies of AT&T Kentucky's data requests to Associates in Dermatology, PLLC.

Copies of the responses are being served on counsel of record.

Very truly yours,


Mark R. Overstreet

MRO

cc: Counsel of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JAN 21 2020

PUBLIC SERVICE
COMMISSION

In the Matter of:

ASSOCIATES IN DERMATOLOGY, PLLC)
)
COMPLAINANT)
)
V.)
)
BELLSOUTH TELECOMMUNICATIONS, LLC dba)
AT&T KENTUCKY)
)
DEFENDANT)

CASE NO.
2019-00047

**AT&T KENTUCKY'S INFORMATION REQUESTS TO
ASSOCIATES IN DERMATOLOGY**

Associates in Dermatology, PLLC ("AID"), pursuant to the Order dated December 19, 2019, amending the prior Procedural Schedule in the above-styled case, is requested to file responses to the following requests for information by February 3, 2020, with copies to the Commission and to all parties of record, and in accordance with the following:

INSTRUCTIONS

1. Please provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response.
2. If any request appears confusing, please request clarification directly from undersigned counsel for AT&T Kentucky ("AT&T").
3. The responses provided should first restate the question asked and also identify the person(s) supplying the information.

4. Please answer each designated part of each information request separately. If you do not have complete information with respect to any information request, so state and give as much information as you do have with respect to the matter inquired about, and identify each person whom you believe may have additional information with respect thereto.

5. These requests shall be deemed continuing so as to require further and supplemental responses if AID receives or generates additional information within the scope of these requests between the time of the original responses and the end of any hearings in this proceeding.

6. To the extent that the specific document, workpaper or information does not exist as requested, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

7. To the extent that any request may be answered by way of a computer printout, please identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

8. If you object to any request on the grounds that the requested information is proprietary in nature, or for any other reason, please notify undersigned counsel for AT&T as soon as possible.

9. For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

10. "Document" means the original and all copies (regardless of origin and whether or not including additional writing thereon or attached thereto) of memoranda, reports, books, manuals, instructions, directives, records, forms, notes, letters, notices, confirmations, telegrams, pamphlets, recordings, notations of any sort concerning conversations, telephone calls, meetings

or other communications, bulletins, transcripts, diaries, analyses, summaries, correspondence investigations, questionnaires, surveys, worksheets, and all drafts, preliminary versions, alterations, modifications, revisions, changes, amendments and written comments concerning the foregoing, in whatever form, stored or contained in or on whatever medium, including computerized memory or magnetic media. A request to identify a document means to state the date or dates, author or originator, subject matter, all addressees and recipients, type of document (e.g., letter, memorandum, telegram, chart, etc.), code number thereof, or other means of identifying it and its present location and custodian. If any such document was, but is no longer in your possession or subject to your control, state what disposition was made of it, including the date of such disposition.

11. “And” and “or” should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise. “Each” and “any” should be considered to be both singular and plural, unless specifically stated otherwise. Words in the past tense should be considered to include the present, and words in the present tense include the past, unless specifically stated otherwise. “You” or “your” means the person whose filed testimony is the subject of these interrogatories and, to the extent relevant and necessary to provide full and complete answers to any request, “you” or “your” may be deemed to include any person with information relevant to any information request who is or was employed by or otherwise associated with the witness or who assisted, in any way, in the preparation of the witness’ testimony.

INFORMATION REQUESTS

1. **REQUEST 1.** Please refer to your response to KPSC 1-1. Please state the basis for your contention that the Commission has jurisdiction with respect to services you allege were provided to AID by AT&T at 2241 Green Valley Road, New Albany, Indiana 47150.

REQUEST 2. Please refer to AID's responses to KPSC 1-2, KPSC 1-3, and KPSC 1-7. Please identify which accounts or sub-accounts listed in AID's responses to KPSC 1-2, KPSC 1-3, and KPSC 1-7 are in whole or part for services provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

REQUEST 3. Please refer to AID's response to KPSC 1-5 and AID 1-3.

a. Please identify which contracts attached as AID 1-3 are in whole or part for services to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

b. In your response to KPSC 1-5 you indicate that the contracts attached as AID 1-3 are the "contracts AID has in its possession...." Please state whether AID's complaint relates in any respect to contracts between AID and A&T that were not produced as part of AID 1-3 because they were not in AID's possession or otherwise.

c. If AID's response to AT&T 1-3(b) immediately above is yes, please identify all such contracts, even if not in AID's possession, and for each such contract please provide the following information: (i) the date of the contract; (ii) the term including dates of the contract; (iii) the nature of the services to be provided by A&T to AID under the contract; and (iv) whether the contract in whole or part relates in whole or part to services to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

REQUEST 4. In the January 28, 2019 letter accompanying the complaint filed with the Commission, AID alleges that dating back to 2014 it entered into contracts with AT&T "that have gone unfilled as a direct result of AT&T not executing their portion of the agreements."

a. Please produce all contracts to which AID refers in connection with the allegation stated immediately above, including all attachments, exhibits and schedules. If AID previously produced any such contract in response to KPSC 1-5 and AID 1-3 you may

identify the responsive contract in lieu of producing it, except that AID should produce any attachments, exhibits and schedules to the contract not previously produced.

- b. Explain with specificity for each contract produced or identified in response to this data request all terms and conditions that AID claims were unfulfilled by AT&T and whether, and to what extent, the unfulfilled obligations related in whole or part to services to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

REQUEST 5. AID alleges in the January 28, 2019 letter accompanying the complaint filed with the Commission that for years it was billed for services no longer in use and has been “persuaded into new agreements for updated service when old services were never terminated by AT&T.”

- a. Please identify the specific time period(s) during which AID contends it was billed for services no longer in use.
- b. Please identify the “new agreements for updated service” AID contends it was “persuaded into when old services were never terminated by AT&T.”
- c. Please produce all contracts associated with the time periods identified in your response to AT&T 1-5(a) and all bills rendered by AT&T for the services no longer in use. If AID previously produced any such contract in response to KPSC 1-5 and AID 1-3 you may identify the responsive contract in lieu of producing it, except that AID should produce any attachments, exhibits and schedules not produced.
- d. Please produce all “new agreements” identified in your response to AT&T 1-5(b) and all bills rendered by AT&T for the services no longer in use. If AID previously

produced any such contract in response to KPSC 1-5 and AID 1-3 you may identify the responsive contract in lieu of producing it, except that AID should produce any attachments, exhibits and schedules not produced.

- c. Please whether and to what extent the contracts and “new agreements” identified in response to this data request relate in whole or part to services rendered or to be rendered to AID at 2241 Green Valley Road, New Albany, Indiana 47150.
- e. Please identify by title, the names of all parties (AID personnel and AT&T personnel) who negotiated new agreements for updated service when old services were never terminated by AT&T, and provide any Documents or other records reflecting any such discussions.
- f. Please state whether AID claims it lacked equal bargaining power when entering into the identified “new agreements” with AT&T, and if so, provide each fact supporting its contention.

REQUEST 6. Please refer to AID’s allegation in the January 28, 2019 letter accompanying the complaint filed with the Commission that it “is owed tens of thousands of dollars in refunds for over billing on accounts that should have been terminated,” and its response to KPSC 1-7, KPSC 1-11, and AID 1-5.

- a. For each individual entry contained in AID’s response to AID 1-5 please identify whether it includes amounts AID contends relate to service provided or to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150 and the amount that relates to service to that location.

- b. Please identify the specific amounts AID alleges it is owed, including those identified in its response to KPSC 1-11, that are not itemized in AID 1-5, and provide all Documents associated with the amounts claimed due.
- c. For each specific amount itemized in response to subpart (b) above please identify whether it includes amounts AID contends relate to service provided or to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150 and the amount that relates to service to that location.
- d. Confirm whether AID is seeking an award from the Public Service Commission of Kentucky for damages and whether those damages are liquidated or unliquidated.
- e. If AID is seeking to recover damages please provide the basis for the Commission's jurisdiction or authority to award liquidated or unliquidated damages.
- f. With respect to the "more than \$15,000 in legal and consulting fees" identified in AID's response to KPSC 1-11 please identify each statute or contract that AID contends provides for the award of such "legal and consulting fees" to AID.
- g. Please confirm that AID alleges that it has never been issued a credit by AT&T.
- h. If AID is not alleging that it has never been issued a credit please explain what is meant by the allegation on page 2 of AID's letter that: "To date we have not been issued a refund on any account that holds a credit."
- i. To the extent that AID contends it has "not been issued a refund on any account that holds a credit" please identify each such account (or sub-account), and for each such account (or sub-account) please state the amount of the refund that AID contends it has not been issued, and whether the unissued refund relates in whole or part to service

rendered or to be rendered by AT&T to at 2241 Green Valley Road, New Albany, Indiana 47150.

- j. Please provide copies of all Documents AID alleges it routinely sent to each AT&T account manager assigned to AID with respect to the unissued refunds.

REQUEST 7. Please refer to the contract documents produced by AT&T in response to KPSC 1-5. Please state whether AID contends the contracts produced by AT&T in its response to KPSC 1-5 are inapplicable to the service giving rise to AID's claims in this proceeding. If AID contends that any of the contracts are inapplicable, in whole or part, please state the basis for such contention.

REQUEST 8. Please provide copies of the notices or other Documents AID asserts it regularly received from AT&T threatening to terminate specific accounts after multiple requests not to terminate such accounts were sent to AT&T by AID, as well as copies of all Documents sent by AID to AT&T in response to such notices or requesting that accounts not be terminated by AT&T.

REQUEST 9. Does AID contend that the Kentucky Commission has jurisdiction over this complaint?

- a. If AID contends that the Kentucky Commission has jurisdiction over its complaint in this proceeding please identify each fact supporting the Commission's exercise of jurisdiction.

- b. Does AID contend that the Kentucky Commission has jurisdiction over Voice over Internet Protocol services? If so, explain the basis for that conclusion and each fact supporting it.

REQUEST 10. Please confirm that each contract into which AID entered into with AT&T that is the subject of this proceeding, whether produced by either AT&T or AID in this proceeding, contains an arbitration clause requiring that all disputes between AT&T and AID be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

- a. Further confirm that the arbitration clause in each contract states that if AT&T does not resolve a claim within 30 days after receipt of a Notice of Dispute, either party may commence arbitration.
- b. Provide copies of any Notice of Dispute AID sent to AT&T.
- c. Confirm whether AID ever commenced arbitration.

REQUEST 11. Please confirm that each contract between AID and AT&T contained a Limitation of Liability clause, expressly specifying AT&T's entire liability to AID and providing the exclusive remedy for every matter AID complains of in its Complaint to the Kentucky Commission.

- a. Please explain how the relief sought by AID complies with the Limitation of Liability clause contained in each contract with AT&T into which AID entered.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Mark R. Overstreet', is written over a horizontal line. The signature is stylized and somewhat cursive.

Mark R. Overstreet
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COUNSEL FOR AT&T KENTUCKY

Certificate of Service

I certify that a true copy of the foregoing was served by first class mail, postage prepaid on the following this 21st day of January 2020:

R. Kenyon Meyer
Caroline L. Pieroni
Dinsmore & Shohl LLP
101 South Fifth Street, Suite 2500
Louisville, KY 40202
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Paul Schurman
115 N. Waterson Trail
Louisville, KY 40243
paul@louisvillelaw.com

A handwritten signature in blue ink, appearing to read 'Mark R. Overstreet', with a horizontal line underneath the signature.

Mark R. Overstreet