

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN INVESTIGATION INTO THE INTRASTATE)	ADMINISTRATIVE
SWITCHED ACCESS RATES OF ALL)	CASE NO.
KENTUCKY INCUMBENT AND COMPETITIVE)	2010-00398
LOCAL EXCHANGE CARRIERS)	

**AT&T'S SECOND DATA REQUESTS TO RURAL LOCAL EXCHANGE
CARRIERS, WINDSTREAM, KENTUCKY CABLE TELECOMMUNICATIONS
ASSOCIATION, TW TELECOM, LEVEL 3, AND PAETEC**

BellSouth Telecommunications, LLC¹ d/b/a AT&T Kentucky, AT&T Communications of the South Central States, LLC, BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Services, and TCG Ohio (“collectively, “AT&T”), pursuant to the Order of the Kentucky Public Service Commission dated March 10, 2011, hereby serves its Second Data Requests to Ballard Rural Telephone Cooperative Corporation, Inc., Brandenburg Telephone Company, Duo County Telephone Cooperative Corporation, Inc., Foothills Rural Telephone Cooperative, Inc., Gearhart Communications Co., Inc., Highland Telephone Cooperative, Inc., Logan Telephone Cooperative, Inc., Mountain Rural Telephone Cooperative, Inc., North Central Telephone Cooperative Corporation, Peoples Rural Telephone Cooperative, Inc., South Central Rural Telephone Cooperative Corporation, Inc., Thacker-Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative Corporation, Inc., (collectively, the “RLECs”);

¹ Effective July 1, 2011, BellSouth Telecommunications Inc. was converted to BellSouth Telecommunications, LLC by operation of Georgia law (the law of the state in which the former BellSouth Telecommunications, Inc., was incorporated).

Windstream Kentucky East, LLC and Windstream Kentucky West, LLC (collectively, “Windstream”); and the Kentucky Cable Telecommunications Association, tw telecom of kentucky llc, Level 3 Communications, LLC, and US LEC of Tennessee LLC d/b/a PAETEC Business Services.

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, 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.

DEFINITIONS

1. "AT&T" shall mean collectively BellSouth Telecommunications, LLC d/b/a AT&T Kentucky, AT&T Communications of the South Central States, LLC, BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Services, and TCG Ohio.
2. "You" or "Your" shall refer to each of the specific companies, as listed above, responding to these Second Data Requests.
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.

Unless otherwise indicated, please provide Kentucky data only.

SECOND DATA REQUESTS

To the RLECs:

1. Gregory Hale in his Direct Testimony at page 10 says, "For the many miles in between, the wireless call actually travels over traditional wireline facilities."
 - a. Does the term "miles in between" refer to transport backhaul of traffic from wireless and other technologies? Please explain in detail what services and facilities are provided to wireless carriers for the wireless calls that travel over traditional wireline facilities.
 - b. Are the facilities used for the traffic referenced as "miles in between" billed pursuant to a tariff as switched access or special access services? If neither, how are they billed?

To Windstream:

1. In Cesar Caballero's Rebuttal Testimony filed in Case No. 2007-00503 at page 42, filed as part of his Direct Testimony in this case, he testifies that Windstream's reciprocal compensation rates are higher than \$.0007. Please provide:
 - a. The average rate that Windstream East charged for termination of local traffic from wireline local exchange carriers in 2010;
 - b. The average rate that Windstream East charged for termination of local traffic from wireless local exchange carriers in 2010;
 - c. The average rate that Windstream West charged for termination of local traffic from wireline local exchange carriers in 2010,
 - d. The average rate that Windstream West charged for termination of local traffic from wireless local exchange carriers in 2010.

To the Kentucky Cable Telecommunications Association, tw telecom, Level 3, and PAETEC:

1. Please refer to Joseph Gillan's Direct Testimony at page 8, lines 7-8, in answering the following questions:
 - a. Did Mr. Gillan review or analyze the intrastate switched access minutes of use originated and terminated in Kentucky to determine the percent of originating versus terminating minutes of use?
 - b. If yes, please provide the data reviewed or used in the analysis, including all supporting workpapers, in excel (auditable) format.

Respectfully submitted,



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