

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:	)	
	)	
ELECTRONIC JOINT APPLICATION OF	)	
RED FIBER PARENT LLC, RF MERGER	)	
SUB, INC., CINCINNATI BELL, INC., AND	)	
CINCINNATI BELL TELEPHONE	)	CASE NO.
COMPANY LLC FOR (1) APPROVAL OF	)	2020-00259
THE PROPOSED INDIRECT TRANSFER	)	
OF CONTROL OF CINCINNATI BELL	)	
TELEPHONE COMPANY LLC TO RED	)	
FIBER PARENT LLC PURSUANT TO KRS	)	
278.020(6) AND KRS 278.020(6) AND A	)	
DECLARATION THAT APPROVAL	)	
UNDER KRS 278.020(7) IS NOT	)	
REQUIRED; (2) NOTICE OF THE	)	
PROPOSED INDIRECT TRANSFER OF	)	
CONTROL OF CINCINNATI BELL	)	
EXTENDED TERRITORIES LLC AND	)	
CBTS TECHNOLOGY SERVICES, LLC TO	)	
RED FIBER PARENT LLC; AND, (3) ALL	)	
OTHER REQUIRED APPROVALS AND	)	
RELIEF	)	

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**FIRST SET OF INFORMATION REQUESTS FROM TIME WARNER CABLE  
INFORMATION SERVICES (KENTUCKY), LLC TO  
RED FIBER PARENT LLC, CINCINNATI BELL, INC., AND  
CINCINNATI BELL TELEPHONE COMPANY LLC**

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**GENERAL INSTRUCTIONS**

1. The term “Red Fiber” collectively refers to Red Fiber Parent LLC and RF Merger Sub, Inc. and any person acting or purporting to act on its behalf including without limitation: any merged, consolidated, or acquired predecessors or predecessor in interest, its affiliates, past or present, its subsidiaries, part or present, if any, and all officers, agents, attorneys, employees, representatives, contractors, or consultants thereof.
2. The term “CBT” collectively refers to Cincinnati Bell, Inc. and Cincinnati Bell Telephone Company LLC and any person acting or purporting to act on its behalf including without limitation: any merged, consolidated, or acquired predecessors or predecessor in interest, its affiliates, past or present, its subsidiaries, part or present, if any, and all officers, agents, attorneys, employees, representatives, contractors, or consultants thereof.
3. The term “and” and “or” as used herein shall be construed as both conjunctive and disjunctive.

4. The term “any” shall be construed to include “all,” and “all” shall be construed to include “any.”
5. The term “wholesale customers” refers to entities that interconnect with and/or purchase wholesale services from CBT, including, but not limited to, cable operators or their affiliates, competitive local exchange companies, and broadband providers.
6. The singular form of a word shall be interpreted to include the plural, and the plural form of a word shall be interpreted to include the singular, whenever appropriate.
7. The past tense of a word shall be interpreted to include the present tense and vice versa.
8. The term “communication” includes, but is not limited to, all forms of communication, whether written, printed, oral, pictorial, or otherwise, including, but not limited to, testimony or sworn statements, discussions, conversations, speeches, meetings, remarks, questions, answers, panel discussions, and symposia. 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 intercoms, telephones, television, radio or computer.
9. The term “document” is used in its broadest sense and specifically includes electronic or magnetic data, including any written, printed, typed, recorded, or graphic matter, of every kind or description, both original and copies, and all attachments and appendices. Without limiting the foregoing, “document” shall include all analyses, agreements, contracts, communications, correspondence, letters, opinion letters, telegrams, faxes, messages, emails, memoranda, records, reports, books studies, summaries or other records of telephone conversations or interviews, summaries or other records of personal conversations or interviews, minutes, summaries or other records of meetings or conferences, statements obtained from witnesses, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, forecasts, progress reports, statistical data, statistical statements, financial statements, work sheets, work papers, drafts, graphs, charts, tables, accounts, analytical records, consultant and expert reports, appraisals, bulletins, notes, notices, marginal notations, notebooks, telephone records, bills, statements, records of obligation and expenditure, invoices, lists, journals, printouts, compilations, tabulations, analyses, studies, surveys, expense reports, microfilm, microfiche, tape or disc recordings, sound recordings, video recordings, film, tape, photographs, programs and data compilations from which information can be obtained (including matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, magnetically stored, optically-stored, or electronically stored matter, however produced, prepared, reproduced, disseminated, or made, on any medium of any description in your actual or constructive possession, custody or control, or of which you have knowledge, upon which intelligence or information is recorded from or from which intelligence or information can be retrieved; and every copy of such writing or record whether the original is not in your possession, custody, or control. The word “document” also includes all copies of documents by whatever means made, except that where a document is produced, identical copies of it that do not contain any markings, additions, or deletions that are different from the original do not have to be separately produced. Without limiting the foregoing, this term includes any document within the scope of 807 Ky. Admin. Regs. 5:001.

10. "Identify," when used in connection with an act, shall mean to state a description of the act, including the place, date, and time of its occurrence, and the identity of the person, persons, or entities that engaged in and/or witnessed the act.
11. "Identify," when used with reference to a "document," shall mean to state the type of document (e.g., book, magazine, article, circular, ledger, letter, memoranda, chart, computer run information, microfilm, etc.), its present location and custodian, a description of its form, title, author/addresser (including all persons who participated in the writing of the document), addressee, indicated or blind copies, subject matter, volume and page number or other means of general identification, approximate size and number of pages, any attachments or appendices, and the date on which it was made or prepared. Identification of the document includes identifying all documents known or believed to exist, whether or not in the custody of its attorneys or other representatives. The final version and each draft of each document should be identified and produced separately. If a document is no longer in your possession or control, state what disposition was made of it. A document need not be identified if it is produced.
12. "Identify," when used with reference to a natural person shall mean to state the person's first and last names, title, employer, and business address.
13. "Person" means any natural person, firm, corporation, association, partnership, or other organization or form of legal entity.
14. For each response, please state the name(s) and title(s) of the person(s) who prepared the response, and state the name(s) and title(s) of the person(s) who is competent to give testimony concerning the response and all documents produced as part of the response.
15. Where information is not available in the precise form described in the request, or is not available for all years indicated, please state why it is unavailable and provide all information with respect to the subject matter of the question that can be identified in the respondent's workpapers and files, or that is otherwise available.
16. As used in this information request, "available" means within the respondent's knowledge, possession, or control, or within the respondent's power, capacity or ability to retrieve or obtain from an affiliate, a contractor, or any other source.
17. When a request asks for the production of a study, report, or supporting inputs for assumptions, such data should be provided in its native electronic format when available.
18. When a study, report, schedule, or analysis is requested, the response should also provide the work papers, underlying facts, interferences, suppositions, estimates, and conclusions necessary to support each study, report, schedule, or analysis.
19. With respect to any document that you deem privileged, please provide a statement, setting forth as to each:
  - a. The type of document involved;
  - b. The date appearing on the document, or if no date appears, the date on which the document was prepared;

- c. The name of the person(s) to whom the document was addressed;
  - d. The name of the person(s) who signed the document or, if not signed, the name of the person(s) who prepared it; and
  - e. The specific ground(s) upon which the claim of privilege rests.
20. A request for “all documents” or “any documents” contemplates a complete production of materials relating to the referenced subject matter but is not intended to seek a duplicative or cumulative production of documents to the extent that the production of one set of documents is fully responsive to the information requested. Time Warner Cable Information Services (Kentucky), LLC (“Charter”) does not seek (and CBT and Red Fiber need not produce) duplicate sets of hard-copy documents that also address the same matters. This instruction does not excuse CBT and Red Fiber of their obligation to produce documents in both written and electronic format where available pursuant to Instruction No. 9.
21. Please produce the requested documents for inspection and copying unaltered and/or unredacted as they are kept in the usual course of business, and organize and label them to correspond to the categories in this request. If any part of a document is responsive to any request, the whole document is to be produced. If there has been any alteration, modification or addition to a document, including any marginal notes, handwritten notes, underlining, date stamps, received stamps, attachments, distribution lists, drafts or revisions, each such alteration, modification or addition is to be considered as a separate document and it must be produced.
22. These requests are directed to all documents and information in CBT’s or Red Fiber’s custody or control. A document is deemed to be in your custody or control if you have possession of the document or have the right to secure such document from another person having possession thereof. If you are unable to produce a document or information based on a claim that the document is not in your custody or control, state the current location of such document or provide information for when it was last in your possession, custody, or control, and provide a detailed description of the reason the document is no longer in your possession, custody, or control, and the manner in which it was removed from your possession, custody, or control.
23. In responding to each information request, please provide information available from all of CBT’s and Red Fiber’s corporate and individual files, as well as from past and present employees, officers, and board members.
24. “Relate, mention or pertain” means documents containing, showing, relating, mentioning, referring or pertaining in any way to a document request, whether directly or indirectly, or in a legal, logical, or factual way, or connection with, including documents underlying, supporting, now or previously attached or appended to, or used in the preparation of any document called for by such request.
25. These information requests are continuing in nature. Should a change or modification be made necessary to any answer of CBT or Red Fiber, a supplement to the original answer should be filed pursuant to 807 Ky. Admin. Regs. 5:001.

## **INFORMATION REQUESTS**

### **Operations Support Systems**

**CHARTER IR 1-1:** Identify any and all CBT operations support systems (“OSS”) that are used to provision wholesale preordering, ordering, provisioning, maintenance, repair or billing, and such functions that are not electronic. In addition, please identify which, if any, CBT OSS are used for the same functions and are electronic.

**CHARTER IR 1-2:** To the extent that CBT or Red Fiber has reviewed or evaluated CBT’s OSS, please produce any memoranda, reports, correspondence, or other documents that contain or discuss the details and results of that review or evaluation.

**CHARTER IR 1-3:** Identify any of CBT’s OSS that CBT or Red Fiber has identified for likely replacement or reorganization within three (3) years of the transaction closing date.

**CHARTER IR 1-4:** Please provide details explaining whether other interface systems related to the existing CBT OSS will remain unchanged, including any potential future plans for integration of CBT’s OSS or related systems with similar systems operated by other Red Fiber subsidiaries.

**CHARTER IR 1-5:** Please provide information about how the transaction is expected to impact wholesale customers and CBT’s plans for notifying and informing wholesale customers about upcoming changes that may impact them. Please produce all relevant memoranda, reports, correspondence, or other documents discussing same, including any change management plan.

**CHARTER IR 1-6:** Has the integration process described in response to IR 1-4 been previously used in the same, or a substantially similar, manner, in any prior transfers of ownership, control or assets by merger or otherwise between Red Fiber and any other entity? If so, provide details explaining how such integration process was executed and how wholesale providers were affected during and after the process was completed.

**CHARTER IR 1-7:** If this transaction is approved, will wholesale customers be required to revise any existing systems or construct any new systems in order to interact with CBT’s OSS? If so, please describe the systems and changes in detail.

**CHARTER IR 1-8:** Please provide a copy of any CBT carrier-to-carrier metric reports or wholesale performance plans, or similar documents, if any, produced during the past three (3) years that contain information, specifically or generally, applicable to Charter or other competitive local exchange companies.

### **Porting**

**CHARTER IR 1-9:** Will CBT and Red Fiber commit to handling telephone number ports after the transaction closing date with at least the same, if not better, service quality and intervals as presently provided by CBT?

**CHARTER IR 1-10:** Will CBT and Red Fiber provide at least ninety (90) days’ notice to its wholesale customers of any proposed or planned changes to any aspect of CBT’s telephone number porting process?

### **Pole Attachments**

**CHARTER IR 1-11:** Please state whether CBT, following the closing of the transaction, will continue to own all of the poles that CBT presently owns.

**CHARTER IR 1-12:** Explain in detail any plans that CBT or Red Fiber has for continuing, improving, or changing the existing practices of CBT in administering pole attachments, issuing licenses, and coordinating work in the communications space on poles in Kentucky within three (3) years of the transaction closing date.

**CHARTER IR 1-13:** Provide copies of any documents that CBT or Red Fiber has submitted to the Kentucky Public Service Commission within the last three (3) years that concern pole attachment and make-ready practices, time frames for issuance of attachment licenses, pole rental rates, and related pole issues.

**CHARTER IR 1-14:** Provide copies of any pole-related complaints or petitions filed with the FCC or any state or municipal regulatory authority against CBT or Red Fiber or its affiliates by third parties within the last five (5) years related to any pole issues in Kentucky.

### **Interconnection Agreements**

**CHARTER IR 1-15:** Does CBT or Red Fiber have any plans to seek changes to existing interconnection or traffic exchange agreements with Charter or other competitive local exchange companies within three (3) years of the transaction closing date? Please set forth changes, if any, according to when they might occur as follows: 0 to 12 months; 12 months to 24 months; 24 months to 36 months; or 36 months or greater.

**CHARTER IR 1-16:** Will CBT and Red Fiber commit to honoring existing interconnection and traffic exchange agreements between CBT and Charter or other competitive local exchange companies for at least three (3) years from the transaction closing date, including for any interconnection agreement that is in evergreen status or that would expire prior to that time?

### **Other**

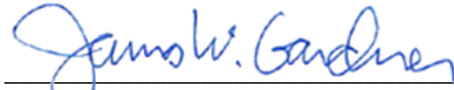
**CHARTER IR 1-17:** If the transaction is approved, will CBT or Red Fiber seek to raise wholesale special access rates in Kentucky within the next three (3) years?

**CHARTER IR 1-18:** If the transaction is approved, will CBT and Red Fiber commit to maintaining the current effective wholesale rates and services in CBT's intrastate tariffs and/or price lists for at least three (3) years from the transaction closing date?

**CHARTER IR 1-19:** If the transaction is approved, will CBT and Red Fiber commit to maintaining the current effective escalation procedures, contact lists, account manager information, and single point of contact for Charter or other competitive local exchange companies for at least three (3) years from the transaction closing date?

Respectfully submitted,

TIME WARNER CABLE INFORMATION  
SERVICES (KENTUCKY), LLC



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