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

In the Matter of:

Brandenburg Telephone Company,; Duo County Telephone Cooperative Corporation, Inc.; Highland Telephone Cooperative, Inc.; Mountain Rural Telephone Cooperative Corporation, Inc.; North Central Telephone Cooperative Corporation; South Central Rural Telephone Cooperative Corporation, Inc.; And West Kentucky Rural Telephone Cooperative Corporation, Inc.

CASE NO.  
2007-00004

Complainants

v.

Windstream Kentucky East, Inc.; and  
Windstream Kentucky West, Inc.

Defendants

**SPRINT'S OBJECTIONS AND RESPONSES TO WINDSTREAM KENTUCKY EAST, LLC'S DATA REQUESTS TO INTERVENORS**

Sprint Communications Company, L.P., Sprint Spectrum, L.P., SprintCom, Inc. d/b/a Sprint PCS, Nextel West Corp., Inc., and NPCR, Inc., d/b/a Nextel Partners ("Sprint"), by and through its counsel, and pursuant to the February 13, 2009 Order entered by the Kentucky Public Service Commission ("KPSC" or "Commission") in this matter, submits the following Objections and Responses to the data requests propounded by Windstream Kentucky East, LLC ("Windstream") on February 19, 2009.

**General Objections**

Sprint makes the following general objections. Although specifically referenced in some of Sprint's responses below, these General Objections apply to each of the data requests and are

incorporated by reference into Sprint's responses.

1. Sprint objects to these data requests insofar as they are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations, but are not properly defined or explained for purposes of these data requests. Sprint objects to such data requests as overly broad, unduly burdensome, and oppressive.

2. Sprint objects to these data requests insofar as they are not reasonably calculated to lead to the discovery of admissible evidence and are not relevant to the subject matter of this action.

3. Sprint objects to providing information to the extent that such information is already in the public record before the Commission or elsewhere.

4. Sprint objects to these data requests to the extent the information requested constitutes proprietary or confidential information, including but not limited to proprietary and/or confidential business information, trade secrets or commercially-sensitive information.

5. Sprint Communications Company L.P. is a large corporation with employees located in numerous locations. In the course of business, these companies create countless documents that are not subject to Sprint or Federal Communications Commission ("FCC") retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document will be provided in response to these requests. Rather, Sprint's responses will provide, subject to any applicable objections, all of the information obtained by Sprint after a reasonable and diligent search conducted in connection with these requests. Sprint will conduct a search of those files that are reasonably expected to contain the requested information. To the extent the discovery requests purport to require more, Sprint objects on the grounds that compliance would impose an undue burden and expense.

6. Sprint objects to each request to the extent that it requests documents or information protected from disclosure by attorney-client privilege and/or the attorney work product doctrine, and/or were prepared in anticipation of litigation or are otherwise privileged or protected from disclosure.

7. Sprint objects to each request to the extent it seeks information about Sprint's operations outside the Commonwealth of Kentucky on the basis that such information is not relevant to the issues in this case.

8. Any responses will be provided subject to, and without waiver of, the foregoing objections. Sprint will make full or partial responses to the extent reasonably possible consistent with these objections.

### **SPECIFIC OBJECTIONS AND RESPONSES**

#### **INTERROGATORY NO. 1:**

Please identify in detail all agreements and arrangements, whether written or verbal, formal or informal, between you and any other carrier (including any of your Affiliates) to provide for the provision or receipt of transit traffic.

**SPRINT'S OBJECTION/RESPONSE:** Sprint objects to this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence (General Objection 2), that it is overly broad and unduly burdensome (General Objection 1), that it seeks information on Sprint operations outside Kentucky (General Objection 7), to the extent it seeks information already publicly available (General Objection 3), and to the extent it seeks proprietary or confidential information, privileged information or attorney work product (General Objections 4 and 6). Information on all "agreements or arrangements" that intervenor Sprint has with "any other carrier ... to provide for the provision or receipt of transit traffic" either nationwide or within the state of Kentucky will

not provide any information that is relevant, nor lead to the discovery of admissible evidence relevant to the issues of this case, specifically: a) whether Windstream's transit rates in Kentucky are unreasonable or unjustly discriminatory; b) the amounts to be paid by the RLECs (or any other carrier that may at any time fail to reach a negotiated agreement) for transit traffic routed through Windstream in Kentucky; c) the proper pricing methodology Windstream must use for transit traffic in Kentucky; d) "whether the rates in the transit tariff could potentially cause harm toward any competitive carrier in Kentucky seeking to negotiate transit traffic arrangements traversing Windstream's network"; and e) the proper context for local transit traffic arrangements (i.e., tariff versus a Section 252 agreement).<sup>1</sup> The interrogatory is therefore irrelevant, overly broad and unduly burdensome. Subject to these objections and without waiving them, Sprint provides the following response: All Sprint Section 252 Interconnection agreements with incumbent local exchange carriers in Kentucky that include rates, terms and conditions for transit traffic that may traverse Windstream's network are publicly available.

**RESPONDENT:** Mark Koval; objections by counsel.

**INTERROGATORY NO. 2:**

With respect to your allegations in this proceeding that Windstream East is not encouraged to negotiate agreements for transit traffic in light of its transit traffic filing, please identify all facts forming the basis for your allegation(s).

**SPRINT'S RESPONSE:** Intervenors have stated that "[w]hile the terms and prices in the challenged tariff may not apply now to traffic exchanged between Intervenors and Windstream, as a practical matter the tariff could establish a price floor for future negotiations between Windstream and any carrier needing transit services." The basis for this statement is that "Windstream will have little incentive to agree to a rate lower than the tariffed rate if it can

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<sup>1</sup> January 26, 2009 Order, pp. 5-6.

simply default to the tariff and demand a rate much higher than would result from meaningful negotiations.”<sup>2</sup> Thus, Intervenors have presented a compelling and logical public interest concern that Windstream lacks incentive to negotiate meaningfully as long as the tariff remains in place. Windstream has offered no proof otherwise. None of the intervenors have yet negotiated transit arrangements with Windstream while the tariff was in effect<sup>3</sup>, thus, there is no record of negotiations on which to rely. Intervenors are concerned that future negotiations will be jeopardized by a tariff that seeks to establish non-statutory pricing for a service that is otherwise subject to negotiation, arbitration and an established pricing methodology within such an arbitration. Intervenors have noted that Windstream has not offered transit rates that are more favorable than it has tariffed.<sup>4</sup>

**RESPONDENT:** Mark Koval

**INTERROGATORY NO. 3:**

Please identify in detail all documents between you and any Regional Bell Operating Company (“RBOC”) relating to negotiations and execution of a transit traffic agreement between you and the RBOC.

**SPRINT’S OBJECTION/RESPONSE:** Sprint objects to this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence (General Objection 2), that it is overly broad and unduly burdensome (General Objection 1), that it seeks information on Sprint operations outside Kentucky (General Objection 7), to the extent it seeks information already publicly available (General Objection 3), and to the extent it seeks proprietary or confidential information, privileged information or attorney work product (General Objections 4 and 6). Information on all

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<sup>2</sup> See *Intervenor’s* Response to Windstream’s Motion to Dismiss, p. 2.

<sup>3</sup> In fact, none have negotiated with Windstream itself as all existing agreements were negotiated with other incumbents who subsequently sold to Windstream. (See Intervenors’ Sur-Reply, p. 4)

<sup>4</sup> *Id.*

“all documents between you and any Regional Bell Operating Company (“RBOC”) relating to negotiations and execution of a transit traffic agreement between you and the RBOC agreements or arrangements”, either nationwide or within the state of Kentucky, will not provide any information that is relevant, nor lead to the discovery of admissible evidence relevant to the issues of this case, specifically: a) whether Windstream’s transit rates in Kentucky are unreasonable or unjustly discriminatory; b) the amounts to be paid by the RLECs (or any other carrier that may at any time fail to reach a negotiated agreement) for transit traffic routed through Windstream in Kentucky; c) the proper pricing methodology Windstream must use for transit traffic in Kentucky; d) “whether the rates in the transit tariff could potentially cause harm toward any competitive carrier in Kentucky seeking to negotiate transit traffic arrangements traversing Windstream’s network”; and e) the proper context for local transit traffic arrangements (i.e. tariff versus a Section 252 agreement).<sup>5</sup> The interrogatory is therefore irrelevant, overly broad and unduly burdensome. Subject to these objections and without waiving them, Sprint provides the following response: All Sprint Section 252 Interconnection agreements with incumbent local exchange carriers in Kentucky, including AT&T Kentucky, that include rates, terms and conditions for transit traffic that may traverse Windstream’s network are publicly available.

**RESPONDENT:** Mark Koval; objections by counsel.

**INTERROGATORY NO. 4:**

Please identify in detail all indirect interconnection arrangements you have with any of your Affiliates or other third parties, including all incumbent local exchange carriers in Kentucky.

**SPRINT’S OBJECTION** Sprint objects to this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of

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<sup>5</sup> January 26, 2009 Order, pp. 5-6.

admissible evidence (General Objection 2), that it is overly broad and unduly burdensome (General Objection 1), that it seeks information on Sprint operations outside Kentucky (General Objection 7), and to the extent it seeks proprietary or confidential information, privileged information or attorney work product (General Objections 4 and 6). The requested information will not provide any information that is relevant, nor lead to the discovery of admissible evidence relevant to the issues of this case, specifically: a) whether Windstream's transit rates in Kentucky are unreasonable or unjustly discriminatory; b) the amounts to be paid by the RLECs (or any other carrier that may at any time fail to reach a negotiated agreement) for transit traffic routed through Windstream in Kentucky; c) the proper pricing methodology Windstream must use for transit traffic in Kentucky; d) "whether the rates in the transit tariff could potentially cause harm toward any competitive carrier in Kentucky seeking to negotiate transit traffic arrangements traversing Windstream's network"; and e) the proper context for local transit traffic arrangements (i.e. tariff versus a Section 252 agreement).<sup>6</sup> The interrogatory is therefore irrelevant, overly broad and unduly burdensome.

**RESPONDENT:** Objections by counsel.

**INTERROGATORY NO. 5:**

Please describe with specificity all facts relating to any injury you allege to have sustained as a result of the filing of Windstream East's transit tariff.

**SPRINT'S OBJECTION/RESPONSE:** Sprint objects to this Interrogatory on the grounds that it is merely a restatement of Interrogatory No. 2 and, therefore, in addition to its Objections to Interrogatory No. 2 which are incorporated by this reference herein as Objections to Interrogatory No. 5, Sprint objects to this Interrogatory as being duplicative. Subject to these objections and

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<sup>6</sup> January 26, 2009 Order, pp. 5-6.

without waiving them, Sprint provides the following response: The Commission has already rejected Windstream's attempts to question the Intervenors' standing in this case on the basis that Intervenors have agreements with Windstream with respect to transit traffic and, therefore, the tariffed rates have no application to the Intervenors. Further, the Commission has acknowledged that Intervenors have raised valid issues regarding the *prospective effect* of Windstream's transit tariff. The Commission has acknowledged, for instance, that "the Intervenors have raised a question as to whether TELRIC is the proper methodology for [transit] traffic scenarios"; that "the RLECs and the Intervenors have raised a legitimate question as to whether the rates in the transit tariff could potentially cause harm toward any competitive carrier in Kentucky seeking to negotiate transit traffic arrangements traversing Windstream's network".

**RESPONDENT:** Mark Koval; objection by counsel.

**INTERROGATORY NO. 6:**

Please describe in detail the dates on which and circumstances under which you have ever been denied transit traffic service from Windstream East since 2002.

**SPRINT'S RESPONSE:** Sprint is not aware of ever being denied transit traffic service from Windstream East since 2002.

**RESPONDENT:** Mark Koval

**INTERROGATORY NO. 7:**

Please describe and provide all evidence and other facts, you have compiled with respect to the rates contained in Windstream East's transit tariff, including any comparisons, cost study analyses, consultant opinions, and other such documents that will form the basis for your testimony in this matter.

**SPRINT'S OBJECTION/RESPONSE:** Sprint objects to this Interrogatory to the extent the



information requested constitutes proprietary or confidential information, privileged information or attorney work product (General Objection 4 and 6). Subject to these objections and without waiving them, Sprint provides the following response: Sprint has not yet prepared testimony but will provide any supporting documentation along with any testimony that is filed in accordance with the Commission-approved procedural schedule.

**RESPONDENT:** Mark Koval; objections by counsel.

**DATA REQUEST NO. 8:**

Please identify with specificity all agreements you have with any third-party wireless or competitive local exchange carrier providing for indirect interconnection.

**SPRINT'S OBJECTION:** Sprint objects to this Interrogatory on the grounds that it is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence (General Objection 2), that it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations (General Objection 1), and that it seeks information on Sprint operations outside Kentucky (General Objection 7), and to the extent it seeks proprietary or confidential information, privileged information or attorney work product (General Objections 4 and 6). Information on "all agreements [Sprint has] with any third party wireless or competitive local exchange carrier providing for indirect interconnection" will not provide any information that is relevant, nor lead to the discovery of admissible evidence relevant to the issues of this case, specifically: a) whether Windstream's transit rates in Kentucky are unreasonable or unjustly discriminatory; b) the amounts to be paid by the RLECs (or any other carrier that may at any time fail to reach a negotiated agreement) for transit traffic routed through Windstream in Kentucky; c) the proper pricing methodology Windstream must use for transit

traffic in Kentucky; d) “whether the rates in the transit tariff could potentially cause harm toward any competitive carrier in Kentucky seeking to negotiate transit traffic arrangements traversing Windstream’s network”; and e) the proper context for local transit traffic arrangements (i.e. tariff versus a Section 252 agreement).<sup>7</sup> The interrogatory is therefore irrelevant, overly broad and unduly burdensome.

**RESPONDENT:** Objections by counsel.

**DATA REQUEST NO. 9:**

With respect to the agreements referenced in Interrogatory No. 8 above and your response thereto, please identify all rates included in those agreements that were established pursuant to TELRIC methodologies.

**SPRINT’S OBJECTION/RESPONSE:** See Sprint’s objections to Interrogatory No. 8 above which are incorporated by this reference herein as Objections to Interrogatory No. 9. Subject to these objections and without waiving them, Sprint provides the following response: Interrogatory No. 8 refers to agreements between Sprint and other wireless or competitive local exchange carriers, none of whom are ILECs. Pursuant to 47 U.S.C. § 252(d), TELRIC pricing standards are applicable to ILECs.

**RESPONDENT:** Mark Koval; objections by counsel.

**INTERROGATORY NO. 10:**

Please identify all documents pertaining to any request by you to any of the Complainants in this matter relating to indirect interconnection.

**SPRINT’S OBJECTION:** Sprint objects to this Interrogatory on the grounds that it is not

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<sup>7</sup> January 26, 2009 Order, pp. 5-6.

relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence (General Objection 2), and that it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations (General Objection 1), to the extent it seeks proprietary or confidential information, privileged information or attorney work product (General Objections 4 and 6, and to the extent it may overlap with and therefore be duplicative of Interrogatory No. 1. Information “pertaining to any request ... to any of the Complainants in this matter relating to indirect interconnection” will not provide any information that is relevant, nor lead to the discovery of admissible evidence relevant to the issues of this case, specifically: a) whether Windstream’s transit rates in Kentucky are unreasonable or unjustly discriminatory; b) the amounts to be paid by the RLECs (or any other carrier that may at any time fail to reach a negotiated agreement) for transit traffic routed through Windstream in Kentucky; c) the proper pricing methodology Windstream must use for transit traffic in Kentucky; d) “whether the rates in the transit tariff could potentially cause harm toward any competitive carrier in Kentucky seeking to negotiate transit traffic arrangements traversing Windstream’s network”; and e) the proper context for local transit traffic arrangements (i.e. tariff versus a Section 252 agreement).<sup>8</sup> The interrogatory is therefore irrelevant, overly broad and unduly burdensome.

Sprint further objects to this Interrogatory to the extent that it requests information that is already in the public record before the Commission or elsewhere (General Objection 3). In addition, Sprint objects to this request because documents responsive to this request include documents that are already in Windstream’s possession, custody, and control. Specifically, Alltel Kentucky, Inc., and Kentucky Alltel, Inc., now Windstream Kentucky East, Inc. and Windstream Kentucky West, Inc., was a participant in the negotiations in connection with Kentucky PSC Case No. 2003-00045, which produced the interim settlement agreement filed with the Commission on

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<sup>8</sup> January 26, 2009 Order, pp. 5-6.

April 23, 2004 regarding the treatment of third-party CMRS transit traffic and additional matters. The related signature pages, including that of Alltel Kentucky, Inc., were filed with the Commission on April 28, 2004.

**RESPONDENT:** Objections by counsel.

**INERRROGATORY NO. 11:**

With respect to Interrogatory No. 10 above and your response thereto, please describe the nature and scope of your request and the nature of the response received from the Complainant(s).

**SPRINT'S OBJECTION:** See Sprint's objections to Interrogatory No. 10 above, which are incorporated by this reference herein as Objections to Interrogatory No. 11.

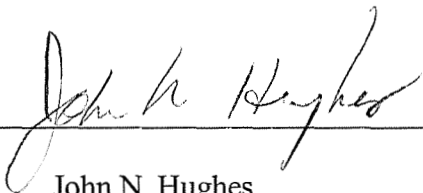
**RESPONDENT:** Objections by counsel.

**REQUEST FOR PRODUCTION NO. 1:**

Please produce copies of all documents referenced in the foregoing Interrogatories and your responses thereto or otherwise relied upon by you to formulate your responses to the Interrogatories, including but in no way limited to transit traffic agreements, documents regarding your alleged injuries, your cost analyses, and consultant opinions.

**SPRINT'S RESPONSE:** To the extent not otherwise properly objected to, the documents referenced in the foregoing Interrogatory responses are either orders and pleadings in this case, interconnection agreements publicly filed with the Commission, or documents within

Windstream's own possession.



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**CERTIFICATE OF SERVICE**

I certify that the First Request for Information of Sprint Communications Company L.P. has been served this day by mailing to the following parties

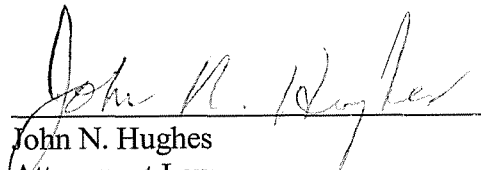
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This 19th day of March, 2009.



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