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May 13, 2010

VIA COURIER

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

RECEIVED

MAY 13 2010

**PUBLIC SERVICE
COMMISSION**

Re: 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 Telecommunicates Act of 1996
KPSC 2009-00438

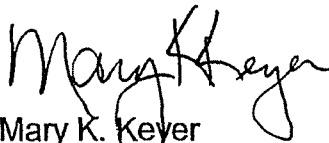
Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are BellSouth
Telecommunications, Inc., d/b/a AT&T Kentucky, Responses to INdigital's Initial Data
Requests dated April 29, 2010.

A portion of AT&T's responses contains confidential commercial information and
AT&T files herewith its Motion for Confidentiality, pursuant to 807 KAR 5:001, Section 7,
seeking protection of that material. Specifically, AT&T requests the Commission to
grant confidentiality to Attachment A to the Response to Item No. 8. One proprietary
copy and six edited copies are provided to the Commission. An edited copy of the filing
is provided to counsel for INdigital.

Should you have any questions, please let me know.

Sincerely,


Mary K. Keyer

Enclosures

cc: Party of Record

812494

EDITED

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Petition of Communications Venture)	
Corporation, d/b/a INdigital Telecom)	
for Arbitration of Certain Terms and)	
Conditions of Proposed Interconnection)	Case No. 2009-000438
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)	

MOTION FOR CONFIDENTIALITY OF
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY

Petitioner, BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T Kentucky”), by counsel, hereby moves the Public Service Commission of the Commonwealth of Kentucky (the “Commission”), pursuant to KRS 61.878 and 807 KAR 5:001, § 7, to classify as confidential the information copied on yellow paper in AT&T Kentucky’s Responses to INdigital’s Initial Set of Data Requests, Attachment A to Item No. 8, filed herewith. The document that is copied on yellow paper contains commercially valuable information created for AT&T Kentucky’s internal use in determining credit worthiness of its customers. AT&T Kentucky has invested capital and personnel resources in creating the document which, if made public, could be valuable to competitors by possibly reducing their cost of preparing a similar document and procedures and by providing them with information on how AT&T Kentucky manages its business and its customers.

The Kentucky Open Records Act exempts certain information from the public disclosure requirements of the Act, including confidential and/or proprietary information, the disclosure of which would permit an unfair commercial advantage to competitors. KRS 61.878(1)(c)1. To qualify for the commercial information exemption and, therefore, keep the information confidential, a party must establish that disclosure of the commercial information would permit an unfair advantage to competitors and the parties seeking confidentiality if openly discussed. KRS 61.878(1)(c)1; 807 KAR 5:001 § 7. The Commission has taken the position that the statute and rules require the party to demonstrate actual competition and the likelihood of competitive injury if the information is disclosed.

Public disclosure of the identified information would provide competitors that provide services similar to AT&T Kentucky, namely competitive local exchange carriers, interexchange carriers, cable TV providers, and other competitors, with an unfair competitive advantage.

The Commission should also grant confidential treatment to the information for the following reasons:

(1) The information for which AT&T Kentucky is requesting confidential treatment is not known outside of AT&T Kentucky;

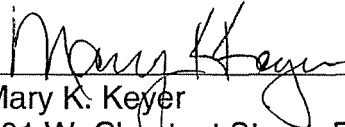
(2) The information is not disseminated within AT&T Kentucky and is known only by those of AT&T Kentucky's employees who have a legitimate business need to know and act upon the information;

(3) AT&T Kentucky seeks to preserve the confidentiality of this information through appropriate means, including the maintenance of appropriate security at its offices; and

(4) By granting AT&T Kentucky's petition, there would be no damage to any public interest.

For the reasons stated herein, the Commission should grant AT&T Kentucky's request for confidential treatment of the identified information.

Respectfully submitted,



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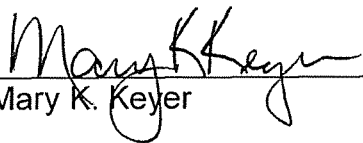
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71 South Wacker Drive
Chicago, IL 60606
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jcovey@mayerbrown.com

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.
D/B/A AT&T KENTUCKY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individual by mailing a copy thereof via overnight mail, this 13th day of the May 2010.

Edward T. Depp,, Esq.
Dinsmore & Shohl, LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202



Mary K. Keyer

REQUEST: 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: Objection. This request is vague and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, AT&T Kentucky denies this request.

With the exception of a split wire center (*i.e.*, a wire center that is split between two 911 System Service Providers, each serving a PSAP(s) in the wire center), AT&T Kentucky will route 911/E911 traffic directly to INdigital's selective router where INdigital serves a PSAP customer. In a split wire center AT&T Kentucky follows the industry standard practice of first routing the call to the primary System Service Provider for that wire center.

REQUEST: 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: Objection. The information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Whether AT&T Kentucky has insurance is not relevant to whether INdigital should be contractually responsible for damages, including consequential, incidental, or punitive damages, it causes to AT&T Kentucky or other competitive local exchange carriers ("CLECs") as a result of INdigital's installation, operation, or maintenance of its equipment, or of the actions or inactions of INdigital's employees, suppliers, or contractors.

Without waiving this objection, AT&T Kentucky states that it manages its risks of loss proactively. Using actuarial analysis, AT&T Kentucky can predict its expected losses with statistical certainty. Therefore, AT&T Kentucky has opted to either self-insure its risk or buy insurance with significant deductibles. AT&T (as a whole) purchases insurance for catastrophic events only and expects its partners (in this case INdigital), to provide insurance coverage and indemnification for those losses caused from INdigital's operations on an AT&T Kentucky-owned location.

The charges paid by INdigital to collocate its facilities on AT&T Kentucky's premises do not contemplate a component for risk associated with INdigital's actions or inactions. INdigital controls the means and methods of its activities and operations for the installation, repair, maintenance or removal of its equipment at the collocated facility without the direct oversight by AT&T Kentucky. Thus, INdigital should be contractually obligated for any and all damages it causes to non-owned property in the facility.

REQUEST: 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, 12.612.6.2,13.4.4,40.1. Identify each CLEC in connection with each identified loss.

RESPONSE: Objection. This request is overly broad, unduly burdensome, and is not reasonably calculated to lead to the discovery of admissible evidence. The amount of losses AT&T Kentucky may have suffered as a result of CLEC bankruptcies has no bearing on whether it should be able to protect itself against such losses in an interconnection agreement with INdigital. Without waiving its objections, AT&T Kentucky states, as an example, that it is currently the largest creditor of SouthEast Telephone, Inc., a competitive local exchange carrier in Kentucky that recently filed for bankruptcy. AT&T Kentucky stands to lose a very large sum of money, the amount of which is proprietary, but is known to the Commission. This is just one example. It is well known in the industry that several CLECs have gone bankrupt over the years. Since most or all CLECs buy products and services from ILECs like AT&T Kentucky, ILECs risk losing significant amounts of money when a CLEC goes bankrupt.

REQUEST: Please provide AT&T Kentucky's balance sheets for the past three (3) years.

RESPONSE: Objection. The information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving its objections, AT&T Kentucky states that it does not have a separate balance sheet from that of its parent, AT&T, Inc. AT&T's Annual Reports for the past three years, which include AT&T's consolidated balance sheets, may be found at <http://www.att.com/gen/investor-relations?pid=9186#reports>.

REQUEST: 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: Objection. This request is overly broad, unduly burdensome and the information requested is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, AT&T Kentucky states that CLECs have entered into interconnection agreements and commercial agreements in which they have agreed to pay disputed charges into an interest bearing escrow account until the dispute is resolved. The interconnection agreements are made publicly available to INdigital on the Kentucky Public Service Commission's website. As an example, INdigital can look at the interconnection agreement for Cincinnati Bell Any Distance, Inc., to review the escrow language agreed to by that CLEC.

REQUEST: 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: Objection. This request is overly broad, unduly burdensome and the information requested is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, AT&T Kentucky states that generally the escrow language contained in its interconnection agreements and proposed to INdigital is not limited to INdigital. See AT&T Kentucky's Response to Item No. 5 for an example of an existing interconnection agreement containing such language.

REQUEST: 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: Objection. This request is overly broad, unduly burdensome and the information requested is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, AT&T Kentucky states that there are interconnection agreements between AT&T Kentucky and CLECs where no provision exists that would require the CLEC to pay disputed charges into an interest bearing escrow account until the dispute is resolved. These agreements are made publicly available to INdigital on the Kentucky Public Service Commission's website. While there may be some agreements in existence today without such a provision, due to losses that AT&T Kentucky has experienced as a result of disputed charges in the past (*see e.g.*, AT&T Kentucky's Response to Item No. 3), and in an effort to mitigate such potential losses in the future, AT&T Kentucky deems an escrow provision in its interconnection agreements to be prudent and good business in protecting the company's assets for its shareholders.

REQUEST: 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: Objection. This request is overly broad and unduly burdensome. Without waiving its objections, AT&T Kentucky states that a portion of the information requested is proprietary and will be made available upon execution of a protective agreement. The proprietary document explains how AT&T Kentucky determines a CLEC's credit worthiness. Simultaneously with this response, AT&T Kentucky is filing a petition requesting confidentiality of the information requested. The blank "Confidential Credit Application" template form is not proprietary and is being produced.

AT&T Kentucky
KY PSC Case No. 2009-00438
INdigital's Initial Data Request
April 29, 2010
Item No. 8

**ATTACHMENT A TO DATA REQUEST,
ITEM NO. 8**

**THE ENTIRE DOCUMENT IS PROPRIETARY.
THERE IS NO EDITED VERSION.**

AT&T Kentucky
KY PSC Case No. 2009-00438
INdigital's Initial Data Request
April 29, 2010
Item No. 8

**ATTACHMENT B TO DATA REQUEST,
ITEM NO. 8**



Account Executive: _____
 Phone Number: (____) _____

CONFIDENTIAL CREDIT APPLICATION

RETURN VIA FAX TO 404-949-1699

Estimated monthly billing \$ _____

New customer: Yes No

Previous AT&T customer*: Yes _____

Circle States you will be doing business in: AL AR CA CT FL GA IL IN KS KY LA
 Circle new States only if you are an existing customer MI MO MS NC NV OH OK SC TN TX WI

Service applying for: Local CLEC (resale) Access Wireless Payphone (coin) Facility Based Other _____

Legal Name: _____ Date Established: _____

Trade Name (DNA): _____ Phone Number: (____) _____

Physical Address: _____

Mailing address _____

City: _____ State: _____ Zip Code: _____

If Div. or Sub. Name of Parent Company: _____

City: _____ State: _____ Phone Number: (____) _____

CHECK ONE: Corporation Partnership Sole Proprietor LLC, LP, LLP
 State(s) of incorporation: _____ Company Web Site _____ Tax ID # _____

NAMES OF PRINCIPAL OFFICERS, PARTNERS, OWNERS:

Name: _____ **SS# _____

Phone: (____) _____ Address: _____

Name: _____ **SS# _____

Phone: (____) _____ Address: _____

Credit Contact: _____ Phone: (____) _____ E MAIL _____

BANK REFERENCE:

Primary Bank: _____ Phone # (____) _____

Address: _____ Acct # _____

Loan Officer: _____ Fax # _____

TRADE REFERENCES:

1. Name: _____ Phone # (____) _____

Address: _____ Fax# _____

2. Name: _____ Phone # (____) _____

Address: _____ Fax# _____

3. Name: _____ Phone # (____) _____

Address: _____ Fax# _____

CREDIT RELEASE:

I hereby authorize you to release to AT&T now or in the future any and all information, which they may request concerning my account. I understand that such information will be held strictly confidential and will remain AT&T's property whether or not credit is extended. I understand that security may be required by AT&T to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge. I further authorize AT&T to obtain other credit information including D&B reports and Credit Bureau Reports.

Company: _____

Signed By: _____ Date: _____

Printed Name: _____ Title _____

Authorized signature must be an Officer, Partner, or Sole Proprietor.

*Has AT&T ever provided service to the Company or any other entity presently or previously owned or controlled by the Company or any of the Company's Principal Officers, Partners or Owners? Please provide company names _____

**If business is a Sole Proprietorship or Partnership, Social Security numbers must be provided.

Transactions greater than \$25,000 may require financial statements.

REQUEST: 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: Objection. The information requested is not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about companies other than AT&T Kentucky and states other than Kentucky.

REQUEST: 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: Objection. This request is overly broad, unduly burdensome, is not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about companies other than AT&T Kentucky and states other than Kentucky, and about arrangements between AT&T Kentucky and other ILECs in Kentucky.

Subject to and without waiving its objections, AT&T Kentucky states that it provides PSAP-to-PSAP fixed transfer and manual transfer as described in the Kentucky General Exchange Guidebook Part A13, Miscellaneous Service Arrangements, and AT&T Kentucky has tandem-tandem trunking and transfers between its own selective routers. AT&T Kentucky also has tandem-tandem trunking between Windstream's selective router to accommodate Windstream's split wire center, but there are no PSAP-to-PSAP call transfer capabilities between AT&T Kentucky and Windstream.

REQUEST: 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: Objection. This request is unduly vague, not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky, since INdigital is not an ILEC. Without waiving its objections, AT&T Kentucky states as follows:

- a. Windstream
- b. There are no documents responsive to this request.

- c. N/A
- d. 911/E911 service providers do not compensate each other for selective router trunking. The PSAP customers bear those costs.
- e. The costs for selective router trunking are set forth in AT&T Kentucky's General Subscriber Services Tariff A13.

REQUEST: 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: Objection. This request is unduly vague and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, AT&T Kentucky states that a split wire center, or wire center that is split between two 911 System Service Providers, each serving PSAPs for the same wire center, will require multiple selective routing in order to maintain a reliable 911 network. PSAP customers pay for the services they receive.

REQUEST: 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: Objection. This request is unduly vague, not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky.

Subject to and without waiving its objections, AT&T Kentucky states that with the exception of a split wire center, AT&T Kentucky establishes emergency service (ES) trunks from its end offices to the selective router serving a PSAP customer. The PSAP customer bears the costs of the trunking arrangements.

REQUEST: 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: AT&T Kentucky's Commission-approved rates are appropriate for the provisioning of certain 911/E911-related services, including but not limited to access to 911 and E911 Databases. Absent any showing by INdigital of specific justification for rates different than AT&T Kentucky's Commission-approved rates, AT&T Kentucky's rates should apply.

REQUEST: 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: Objection. This request is unduly vague, not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky.

Subject to and without waiving its objections, AT&T Kentucky states that AT&T Kentucky uses one of the following industry standard practices: establishes emergency service (ES) trunks from its end offices to the selective router serving a PSAP customer, or in the case of a split wire center uses Tandem-to-Tandem trunking to send calls between the selective routers (SRs) in accordance with NENA 03-003 (Inter-Networking, E9-1-1 Tandem to Tandem).

REQUEST: 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: Objection. This request is unduly vague, not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky.

Subject to and without waiving its objections, AT&T Kentucky states that an end user dialing 911 is routed to the selective router, where the selective router utilizes a Selective Router Database (SRDB) using the automatic number identification (ANI) to obtain an Emergency Services Number (ESN) to select the PSAP trunk group, where the call is delivered. AT&T Kentucky recovers its costs from the PSAP customer via AT&T Kentucky General Subscriber Services Tariff A13.

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

RESPONSE: Objection. This request is unduly vague and burdensome, is not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky.

REQUEST: 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: Objection. This request is unduly vague, not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky, and about any company other than AT&T Kentucky.

Subject to and without waiving its objections, AT&T Kentucky states that an end user dialing 911 is routed to the selective router, which utilizes a Selective Router Database (SRDB) using the automatic number identification (ANI) to obtain an Emergency Services Number (ESN) to select the PSAP trunk group, where the call is delivered.

REQUEST: 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: Absent any justification for applying different rates between interconnecting carriers, like rates should apply for like services.

REQUEST: 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: Objection. This request is unduly vague and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving its objections, AT&T Kentucky states that AT&T Kentucky follows industry standard practices for routing 911/E911 calls, which is the reliable approach to split wire centers that utilize a centralized Selective Router Database (SRDB), rather than use the unreliable Class Marking method that is known for 911 misroutes, due to the many problems associated with line screening.

REQUEST: 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: Objection. This request is unduly vague and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, AT&T Kentucky denies this request. See AT&T Kentucky's Response to Item No. 20.

REQUEST: 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: Objection. This request is unduly vague and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving its objections, AT&T Kentucky states that an end user dialing 911 is routed to the selective router, which utilizes a Selective Router Database (SRDB) using the Automatic Number Identification (ANI) or Emergency Services Query Key (ESQK) to obtain an Emergency Services Number (ESN) to select the PSAP trunk group, where the call is delivered.

REQUEST: 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: Objection. This request is vague, overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST: 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: In relation to Issue 1 for Attachment 3 – Structure Access, when AT&T receives a written request from a CLEC for information regarding facilities, and the request is received by the appropriate AT&T department, an AT&T employee would locate the appropriate records, research, review, and copy records as necessary and appropriate to fulfill the facility data request.

Time spent by the AT&T employee locating the appropriate records, research, review and copy of those records is recorded and associated with the written request. The costs are based on time and material at the loaded labor rate for that employee for the actual time and associated materials used in performing the data request task.

REQUEST: 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: AT&T Kentucky responds as follows:

- (i) AT&T Kentucky would generally not leave abandoned CLEC(s) facilities on AT&T's property to occupy usable space so must make arrangements to store them elsewhere. Pursuant to Section 19.6.1 of Attachment 3, AT&T Kentucky is authorized to remove and store such facilities at CLEC's expense.
- (ii) AT&T Kentucky would retain a contracting company to remove and store abandoned facilities. The incurred cost for storage would be at the CLEC's expense based on the current and prevailing market rates for storage.
- (iii) See AT&T Kentucky's Response to subpart (ii) above.
- (iv) AT&T Kentucky objects to this request as being irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, see AT&T Kentucky's response to subpart (ii) above.
- (v) See AT&T Kentucky's response to subpart (ii) above.

REQUEST: 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: Objection. AT&T Kentucky's detailed explanation would be more appropriately addressed in testimony and briefs. Without waiving this objection, AT&T Kentucky states generally that the 5% threshold is AT&T's standard offering and has been accepted by many CLECs as a reasonable threshold.

REQUEST: 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: Objection. This request is overly broad and unduly burdensome. Without waiving these objections, AT&T Kentucky states that a "Complex Request Evaluation Fee" is a fee associated with a CLEC Bona Fide Request (BFR) and is instituted **only** on an individual case basis, when necessary. It is **only** necessary when a CLEC requests either a new or modified Section 251 required element in which the complexity for developing and providing such a new or changed element will cause AT&T to expend extraordinary resources (beyond those normally necessary) to evaluate the BFR. AT&T will provide the CLEC with its analysis and associated Complex Request Evaluation Fee. The CLEC has the option of accepting the Fee or not; if CLEC accepts the Complex Request Evaluation Fee, the CLEC shall submit such fee within thirty (30) Business Days of notice.

The Complex Request Evaluation Fee is only necessary for difficult BFRs that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development and include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.

AT&T Kentucky currently provides all necessary and required unbundled elements identified by the FCC in the Act. Because of this, the need for a CLEC to submit a BFR is very rare, making the need for a Complex Request Evaluation even rarer. However, in the event one is necessary, all time evaluation is based on a standard time and material basis for those AT&T Kentucky employees necessary to complete the evaluation (for example, product management and development; billing and ordering (potential OSS work), network, regulatory, legal, etc.

REQUEST: 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: Objection. This request is vague, unduly burdensome, overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and is irrelevant to the extent it asks about arrangements between AT&T Kentucky and other ILECs in Kentucky and companies other than AT&T Kentucky.

REQUEST: 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: Admit.

REQUEST: 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: Admit.

REQUEST: 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: Admit.

REQUEST: 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: Admit.

REQUEST: 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: Objection to the form of the question. Without waiving this objection, the basis for AT&T Kentucky's position regarding the indemnification language at issue would be more appropriately addressed in testimony and briefs. Generally, the indemnity provisions contained in the General Terms and Conditions and Attachment 3 (Structure Access) are mutual, except where necessary by context. The indemnification language in Attachment 3 is *in addition to* rather than in place of the indemnification provisions in the General Terms and Conditions. AT&T Kentucky included this additional indemnification language in Attachment 3 because INdigital will utilize AT&T Kentucky's Poles, Conduits and Rights-of-Way under Attachment 3; therefore, AT&T Kentucky's proposed indemnification language in Section 22 of Attachment 3 provides that INdigital shall indemnify AT&T Kentucky for claims that arise out of that utilization. In addition, as explicitly set forth in Section 22.1 of Attachment 3, Section 22's application is limited to the issues addressed in Attachment 3 – Structure Access.