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May 27, 2010

**VIA OVERNIGHT MAIL**

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

RECEIVED

MAY 28 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 the original and five (5) copies of BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky's Responses to Communications Venture Corporation, d/b/a INdigital Telecom's Second Data Requests dated May 20, 2010.

Should you have any questions, please let me know.

Sincerely,

  
Mary K. Keyer

Enclosures

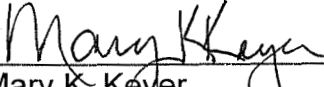
cc: Party of Record

816873

**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 27th 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: In response to Initial Data Request No.5, 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." Please identify and produce all such agreements.

RESPONSE: Objection. This request has been asked and answered. See INdigital's Initial Data Request No. 7 and AT&T Kentucky's response thereto. It is overly broad, unduly burdensome and the information requested is not reasonably calculated to lead to the discovery of admissible evidence. It also seeks to require AT&T Kentucky to perform research it is not required to perform and objects to performing. AT&T Kentucky's interconnection agreements with CLECs are made publicly available to INdigital on the Kentucky Public Service Commission's website.

Without waiving and subject to its objections, AT&T Kentucky states that the correct Data Request reference is Data Request No. 7 and the interconnection agreement between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, and Southern Light, LLC, and Southern Light Louisiana, LLC is an example of an agreement that is responsive to this request.

REQUEST: Admit that the AT&T Kentucky affiliate ILEC providing service in North Carolina has entered into an interconnection, EAS, traffic exchange, or commercial agreement with a competitive 911/E911 service provider in North Carolina. If admitted, please identify and produce all such agreements.

RESPONSE: Objection. The information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, AT&T Kentucky states that it has entered into an agreement with a competitive 911/E911 service provider in North Carolina as a result of an arbitration order from the North Carolina Utilities Commission. That order is currently on appeal.

REQUEST: Admit that the AT&T Kentucky affiliate ILEC providing service in Ohio has entered into an interconnection, EAS, traffic exchange, or commercial agreement with a competitive 911/E911 service provider in Ohio. If admitted, please identify and produce all such agreements.

RESPONSE: Objection. The information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, AT&T Kentucky states that it has entered into an agreement with a competitive 911/E911 service provider in Ohio as a result of an arbitration order from the Public Utilities Commission of Ohio. That order is currently on appeal.

REQUEST: In response to Initial Data Request No. 26, AT&T Kentucky states that the five percent (5%) threshold trigger for a follow up audit as proposed in Section 14.1 and 14.8 of the General Terms and Conditions "has been accepted by many CLECs as a reasonable threshold." With respect to Kentucky, please identify the CLECs that have not accepted the 5% threshold as reasonable, identify the specific threshold implemented in their agreements, and produce all such agreements.

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. It also seeks to require AT&T Kentucky to perform research it is not required to perform and objects to performing. AT&T Kentucky's interconnection agreements with CLECs are made publicly available to INdigital on the Kentucky Public Service Commission's website.

Without waiving and subject to its objections, AT&T Kentucky states that the interconnection agreement between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, and Southern Light, LLC, and Southern Light Louisiana, LLC is an example of an agreement that is responsive to this request.

REQUEST: Admit that AT&T Kentucky's Commission-approved rates for its provision of certain 911/E911 related services, including but not limited to access to 911 and E911 Databases, are based upon AT&T Kentucky's costs for providing such services and that such costs would likely be different for INdigital Telecom. If you do not so admit, explain in detail the basis for your denial.

RESPONSE: AT&T Kentucky's rates for 911/E911 services are tariffed and in Kentucky tariffs are generally filed with cost support. AT&T Kentucky has no basis on which to address INdigital's costs and is not required to speculate on the matter, and therefore denies that INdigital's costs would be different from AT&T Kentucky's costs.

REQUEST: In response to Initial Data Request No. 19, AT&T Kentucky states that "[a]bsent any justification for applying different rates between interconnecting carriers, like rates should apply for like services." Admit that a Commission-approved tariff authorizing INdigital Telecom to use different rates in its provision of 911/E911 services would serve as such justification. If you do not so admit, explain in detail the basis for your denial.

RESPONSE: Denied. When carriers provide like services to one another, the rates should be reciprocal.



REQUEST: In response to Initial Data Requests No.1, No. 20, and No. 21, AT&T Kentucky states that it "follows industry standard practices for routing 911/E911 calls." Please identify the basis for determining that AT&T Kentucky's 911/E911 routing practices are "industry standard" and identify and produce all documentation and/or other industry-accepted guidelines that support this determination.

RESPONSE: Objection. The information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, AT&T Kentucky states that the term industry standard practice is based on the actual practices in place between 911 System Service Providers that are currently working with proven reliability. In Kentucky, AT&T Kentucky is providing selective routing services for Windstream's end user customers, where Windstream's central office switch is split between PSAP jurisdictions.

**REQUEST:** Identify the specific software programs that AT&T Kentucky utilizes in its routers to perform the switching and/or routing function(s) for 911/E911 calls. In your identification, include the maker of the software program, the name of the software program, the date the software was installed, the most recent date on which the software was updated, and describe and produce all internal policies regarding updates to the software.

**RESPONSE:** Objection. This request has been asked and answered. See INdigital's Initial Data Request No. 23 and AT&T Kentucky's response thereto. It is vague, overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. The request also appears to be improperly targeted at obtaining competitively sensitive, third-party confidential information that has no bearing on any issue in this arbitration.

REQUEST: In response to Initial Data Request No. 24, AT&T Kentucky states that the costs associated with written requests for information regarding facilities is based upon "[t]ime spent by the AT&T employee locating the appropriate records, research, review and copy of those records." Please identify and describe in detail the safeguards, and/or time accounting and expense accounting practices that AT&T Kentucky has in place to ensure that the costs associated with the AT&T employee's efforts are reasonable. In addition, please identify the benchmark(s) by which AT&T Kentucky determines the reasonableness of such charges, costs, and/or expenses.

RESPONSE: Objection. This request is unduly vague and has been asked and answered. See INdigital's Initial Data Request No. 24 and AT&T Kentucky's response thereto. Without waiving this objection, as stated in the Response to Initial Data Request No. 24, AT&T Kentucky states that "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." The loaded labor rates are determined by a competitive labor market.

REQUEST: In response to Initial Data Request No. 15, AT&T Kentucky states that it uses "industry standard practices" when interconnecting its network with that of other carriers that may serve PSAPs that act as the public safety answering point for end-user customers of AT&T Kentucky. Please identify the basis for determining that AT&T Kentucky's interconnection practices are "industry standard" and identify and produce all documentation and/or other industry-accepted guidelines that support this determination.

RESPONSE: Objection. The information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, AT&T Kentucky states that the term industry standard practice is based on the actual practices in place between 911 System Service Providers that are currently working with proven reliability. In Kentucky, AT&T Kentucky is providing selective routing services for Windstream's end user customers, where Windstream's central office switch is split between PSAP jurisdictions. Windstream has installed inter-tandem trunks between its selective router and AT&T Kentucky's selective router to enable AT&T Kentucky to route Windstream's end user 911 traffic to the appropriate PSAP.

**REQUEST:** In response to Initial Data Request No. 15, AT&T Kentucky explains how it interconnects its network with that of other carriers who may serve PSAPs that act as the public safety answering point for end-user customers of AT&T Kentucky. Produce all such agreements by which AT&T Kentucky interconnects its network for the routing of 911/E911 calls to other carriers who serve PSAPs that act as the public safety answering point 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 there are currently no other carriers providing 911/E911 service for AT&T Kentucky's end users.