

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

RE:

Docket No. 19-00099

**AT&T Tennessee Complaint Against
Cellular South, Inc. d/b/a C Spire**

DISCOVERY REQUESTS

BellSouth Telecommunications, LLC d/b/a AT&T Tennessee ("AT&T"), submits the following Discovery Requests to Cellular South, Inc. d/b/a C Spire ("C Spire") pursuant to Rules 26, 33, 34, and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Reg. 1220-1-2-.11.

I. INSTRUCTIONS

In answering these Discovery Requests, furnish all information that is available to you, including information in the possession of your attorneys, investigators for your attorneys, and all other persons and entities acting in your interest or on your behalf, and not merely such information known of your own personal knowledge. If you cannot answer the following Discovery Requests in full, after exercising due diligence to secure any information necessary to do so, answer to the extent you are able to do so, specifying your inability to answer the remainder, and stating whatever information or knowledge you have concerning the unanswered portions.

For each document that you claim privilege or work product protection, as a ground for objection and refusal to produce, in response to the Discovery Requests, provide a privilege log, stating for each document: its title or description, date, the author and all addressees (including blind and carbon copies), subject matter, request number, and the basis for any refusal to produce.

You are under a duty to timely supplement the responses to these Discovery Requests in accordance with Tennessee Rules of Civil Procedure 26 and 33.

II. DEFINITIONS

In connection with these Interrogatories and Requests for Production, the following definitions shall apply:

- A. Whenever the terms the “You” or “Your” are used herein, they shall refer to C Spire and shall be interpreted to include its agents, representatives, employees, members, officers, affiliates, predecessors, successors, investigators, attorneys, and assigns.
- B. “Shared Factor Facility” shall mean the calculation set forth in Section V.B of the interconnection agreement.
- C. “Any” shall include the word “all” and “all” shall include the word “any”.
- D. “Person” means any natural person or entity, including but not limited to any individual, firm, corporation, company, partnership, association, trade association or business trust, public agency, department, bureau, board or any other form of public, private or legal entity.
- E. “Document” or “documents” shall have the same full meaning as in the Tennessee Rules of Civil Procedure, and includes, without limitation, the original(s) or one identical and legible copy thereof, and all non-identical copies of any written, recorded, transcribed, punched, filmed, taped, or graphic matter of any type, however and by whomever prepared, including, but not limited to, letters, memoranda, telegrams, reports, contracts, agreements, communications, correspondence, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, promotional materials, catalogs, prospectuses, press releases, speeches, notices, minutes or records of meetings, minutes or records of conferences, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, tabulations, forecasts, brochures, pamphlets, trade letters, maps, blueprints, charts, drawings, budgets, vouchers, receipts, canceled checks, stubs, as well as data processing machine or electronic records of any type. “Document” also includes email and text messages. The term “Document” also includes any and all copies of any documents that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of the above and any and all handwritten notes or notations in whatever form together with any attachments to any such documents.
- F. “Communication” or “communicate” shall refer to each and every incident in which information is transmitted, whether by correspondence, note, memorandum, telephone, SMS text, MMS text, email, telex, telegram, Snapchat, Facebook Messenger, or online

networking; whether orally, in person, through recording, in writing, or by any other means whatsoever.

- G. "Related," "relating," "relates," "concern," "concerns", "concerning" or "concerned" means in whole or in part relating to, referring to, concerning, evidence, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of the Tennessee Rules of Civil Procedure.
- H. "Identify" shall have the following meanings:
 - a. When used with respect to a Document, it means the author or originator of such document and the substance of such document;
 - b. When used with respect to an individual, it means the name, address, email address and telephone number of such individual; if a corporation or other entity, it means its name and principal place of business;
 - c. When used with respect to a communication, it means whether the communication was written or oral, the substance of the communication and the identities of the parties communicating;
 - d. When used in any other way, it means list the item or items that are responsive to the request as well as a brief description of why each item is responsive.
- I. Whenever the terms "and", "or", or "and/or" are used they shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
- J. The use of the singular shall include the plural and the use of the plural shall include the singular.
- K. The use of the masculine shall include the feminine and neuter; the use of the feminine shall include the masculine and neuter; and the use of the neuter shall include the masculine and feminine.
- L. This Request is intended to be general and inclusive, and is to be construed broadly rather than narrowly, technically and specifically. The enumeration in these introductory sections or in the body of these Requests of anything, class, category, type or form shall not exclude any other thing, class, category, type or form not specifically enumerated.
- M. AT&T provides C Spire with shared facility factors in multiple states. The questions below are limited to Tennessee shared facility factors and the information used to calculate Tennessee factors.

INTERROGATORIES AND REQUEST FOR DOCUMENTS

1. The Interconnection Agreement between BellSouth Telecommunications Inc. ("AT&T") and C Spire's predecessor Telepak Inc. became effective September 1, 2003. Does C Spire acknowledge that for each quarter from the inception of the agreement until the first quarter of 2016, AT&T provided C Spire with a quarterly shared facility factor that enabled C Spire to bill AT&T for AT&T's share of two-way interconnection trunk groups? If your responses is anything other than an unqualified yes, please identify all such instances when AT&T did not provide a quarterly factor, provide all correspondence exchanged with AT&T regarding the situation, including, without limitation, letters, e-mails, text messages, notes from telephone conversations, and any other documents or records in C Spire's possession, and provide all internal C Spire documents, records and communications regarding the matter. For each such instance identified, please provide all information in C Spire's possession regarding how the matter was resolved, including, without limitation, the names of the C Spire and AT&T personnel involved in negotiating the resolution.

RESPONSE:

2. With regard to AT&T's provision of shared facility factors from the inception of the interconnection agreement until the second quarter of 2016, please identify all instances where C Spire requested an audit of a shared facility factor or otherwise questioned the accuracy of a shared facility factor. For any such instance, provide all correspondence with AT&T regarding the situation, including, without limitation, documents, letters, e-mails, text messages, notes from telephone conversations, and any other records in C Spire's possession, and provide all internal C Spire documents, records and communications regarding the matter. For each such instance identified, please provide all information in C Spire's possession regarding how the matter was

resolved, including, without limitation, the names of the C Spire and AT&T personnel involved in negotiating the resolution.

RESPONSE:

3. AT&T did not provide quarterly shared facility factors to C Spire from the second quarter of 2016 until the third quarter of 2017. Under the interconnection agreement, at paragraph VI. A.3, C Spire is entitled to make a written request to AT&T, on a quarterly basis, for an updated shared facility factor. Please indicate whether C Spire made such a request for any or all of the quarters in question. If your responses is anything other than an unqualified no, provide all correspondence with AT&T making such a request, including, without limitation, the date(s) of such requests, who at AT&T was contacted, who from C Spire made the request, and provide all documents, letters, e-mails, text messages, notes from telephone conversations, and any other records in C Spire's possession, in addition to all internal C Spire records and communications, regarding the matter.

RESPONSE:

4. On September 18, 2017, AT&T provided C Spire with a shared facility factor for the second quarter of 2017, and on October 19, 2017, AT&T provided C Spire with shared facility factors for each remaining quarter from the second quarter of 2016 to the third quarter of 2017. Is it C Spire's contention that the factors AT&T presented misrepresent the actual local traffic volumes provided by each of the parties over two-way shared facilities during the periods in question, or are otherwise inaccurate in some way? If your response is anything other than an unqualified no, please provide all documents in C Spire's possession which support C Spire's contention. Please also provide all correspondence with AT&T asserting that the factors were incorrectly calculated, including, without limitation, the date(s) of such communications, who at

AT&T was contacted, who from C Spire contacted AT&T, and provide all letters, e-mails, text messages, notes from telephone conversations, and any other records in C Spire's possession, in addition to all internal C Spire records and communications, regarding the matter.

RESPONSE:

5. Beginning with the third quarter of 2017 to the present, AT&T has provided C Spire with timely shared facility factors. With regard to the factors provided during that period, please identify all instances where C Spire has requested an audit of a shared facility factor or otherwise questioned the timeliness or accuracy of a factor. For any such instance, provide all correspondence with AT&T regarding the situation, including, without limitation, letters, e-mails, text messages, notes from telephone conversations, and any other records in C Spire's possession, and provide all internal C Spire records and communications regarding the matter. For each such instance identified, please provide all information in C Spire's possession regarding how the matter was resolved, including, without limitation, the names of the C Spire and AT&T personnel involved in negotiating the resolution.

RESPONSE:

6. Is it C Spire's contention that under the interconnection agreement that either AT&T, or C Spire, or both, are barred from ever correcting or updating a shared facility factor? If your response is anything other than an unqualified no, please identify the section(s) of the interconnection agreement that create that limitation.

RESPONSE:

7. Does C Spire agree that section V.B of the interconnection agreement provides the methodology for calculating the shared facility factor for two-way trunking arrangements? If your response is anything other than an unqualified yes, please provide the basis for your response,

provide all documentation in C Spire's possession which support the response, and provide all correspondence C Spire has had with AT&T at any time since the interconnection agreement was established which would have informed AT&T of C Spire's views regarding the methodology for calculating the shared facility factor.

RESPONSE:

8. Does C Spire agree that sections VI.A.3, VI.A.4(a) and VI.A.4(b) of the interconnection agreement provide the methodology for the billing of the shared facility factor for two-way trunking arrangements? If your response is anything other than an unqualified yes, please provide the basis for your response, provide all documentation in C Spire's possession which support the response, and provide all correspondence C Spire has had with AT&T at any time since the interconnection agreement was established which would have informed AT&T of C Spire's views regarding the methodology for billing the shared facility factor.

RESPONSE:

9. C Spire's January 3, 2020, *Answer and Counterclaim* asserts, at page 1, that the "Percent Local Usage ('PLU') [] is used to determine the shared facility factor." Please explain in detail how the PLU factor is used in the calculation of the shared facility factor, including citations to the interconnection agreement. Please also identify all instances from the inception of the interconnection agreement until now where C Spire has requested from AT&T an audit of a "Percent Local Usage" factor. If there have been any such requests, please provide all documentation in C Spire's possession regarding any such audits, including, without limitation, all internal C Spire documentation of any type and all correspondence of any type provided to AT&T. For each such audit request identified, please provide all information in C Spire's

possession regarding how the matter was resolved, including, without limitation, the names of the C Spire and AT&T personnel involved in negotiating the resolution.

RESPONSE:

10. C Spire's January 3, 2020, *Answer and Counterclaim* asserts, at page 2, that the interconnection agreement, at section VI.B.5, states that "previously unbilled charges more than (1) one year old shall not be billed by either party." Does C Spire acknowledge that for the period in dispute it billed AT&T for shared use facilities using shared facility factors that had previously been provided (but not yet updated) by AT&T, and that AT&T paid those bills? If your response is anything other than an unqualified yes, please explain how C Spire's billing for, and AT&T's payment of, shared facility charges constitute a circumstance where there are "unbilled charges."

RESPONSE:

11. C Spire's January 3, 2020, *Answer and Counterclaim* asserts, at page 2-3, that "AT&T's request in October, 2017, to re-calculate bills going back to January, 2016, is not permitted by the Agreement." There is no citation to any section of the interconnection agreement. Please indicate which section(s) of the interconnection agreement C Spire asserts preclude correction or re-calculation of prior bills. Is it C Spire's assertion that that there are no circumstances where billing under the interconnection agreement can ever be corrected or updated? If so, please provide the basis for that contention.

RESPONSE:

12. In the ordinary course of business, how long does C Spire maintain call detail records which include the date and time of the call, the originating location, the terminating location, the duration of the call, and the type of call? Please provide all internal documents in C Spire's possession that set forth C Spire's call detail retention policies and practices.

RESPONSE:

13. Please identify and describe any and all documents, not otherwise provided in your responses to the preceding requests, which you contend support any of your claims or defenses in this matter.

RESPONSE:

14. Please identify and describe all documents which you intend to use as exhibits during the hearing in this matter.

RESPONSE:

15. Please identify by name, address, telephone number and title, if applicable, each witness whom you will or may call to testify at the hearing and the substance of his or her anticipated testimony.

RESPONSE:

16. With respect to any experts whom you expect may testify at the hearing, state:

- (a) The name and address of each such expert;
- (b) His or her field of expertise;
- (c) The subject matter on which he or she is expected to testify;
- (d) The substance of the facts and opinions to which he or she is expected to testify;
- (e) A summary of the grounds for each opinion; and
- (a) If the expert has made a written report to you, your attorneys, or anyone else, the date of the report and the names and addresses of each person having a copy. Provide AT&T with a copy of the report.

RESPONSE:

Respectfully submitted, this 2nd day of March, 2020.

By:



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BellSouth Telecommunications, LLC d/b/a AT&T Tennessee


CERTIFICATE OF SERVICE

I, Jeremy R. Goolsby, attorney of record for BellSouth Telecommunications, LLC d/b/a AT&T Tennessee, hereby certify that I have this day caused to be filed and delivered by U.S. Mail and electronic mail, a copy of the above and foregoing document to:

ATTORNEYS FOR CELLULAR SOUTH, INC.

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This 2nd day of March, 2020.



Jeremy R. Goolsby