

February 20, 2023

Electronically Filed in TPUC Docket Room
on February 21, 2023 at 11:03 a.m.

Mr. Ronald C. McCabe
5501 Bellview Ave.
New Port Ritchey, FL 34652

VIA EMAIL: rcmbizz@hotmail.com

Re: Docket 22-00105 Unresponsive Discovery Requests

Dear Mr. McCabe –

I have reviewed the discovery responses you provided in Docket 22-00105. I do not believe all the responses present a good faith effort to provide the requested discovery. Some of the responses did not provide any of the sought-after information, while others were either contradictory or just unclear. The following are the responses I am requesting you to either answer fully or provide clear answers to the following.

1. Interrogatory No. 1 asks for who helped you prepare your answers to the discovery. While you may have received information from the people listed, did all of them in fact assist in drafting your responses to the discovery questions? For instance, I know you did not contact Ginger Witt about these discovery questions so she would not have assisted you. Please list who, if anyone, provided you assistance with formulating your responses.
2. Interrogatory No. 2 is the appropriate question to address the list of people you included for No. 1. However, the interrogatory also asks you to state, "the subject matter or the person's knowledge and information". This information was not provided for any of the people listed. Please provided that information. Listing their places of occupation is not sufficient.
3. Interrogatory No. 5 is a direct quote from your testimony. As you made the quote, you should be aware of the context and background and respond accordingly. Further you responded to other requests that also quoted your testimony so you cannot choose to answer some questions related to your quoted testimony, but not others.
4. Interrogatory No. 10 is unresponsive to the question. The title of the contract is irrelevant to the question, however the title is actually the title TPUC's rules uses when addressing the customer agreement (See Rule 122-04-13-.14). Further, you do not identify what the "alleged contention" as stated in your response is. If it is the term "Forever Use" that again is from your testimony, so you are being asked to explain a term you have chosen to use in

this proceeding. The question asks whether TWSI can hold customers responsible for paying for services after TWSI no longer provides them service.

5. Interrogatory No. 11 is unresponsive and contradictory. You are asked to explain the "Pay for Billing Services Not Used" policy. Your response is you are not familiar with the phrase however it comes directly from your testimony in this case AND you use the phrase as part of your response to Admission No. 13.
6. Admission No. 6 is unresponsive because the response to Admission No. 5 is not specific to the request in No. 6. You must specifically answer each request.
7. Admission No. 7 is unresponsive because the response to Admission No. 5 is not specific to the request in No. 7. You must specifically answer each request.
8. Admission No. 14 is unresponsive because you do not answer the question. You cannot admit the response but then explain how your actions are contrary to what you have admitted. You've either signed an unedited version of the contract or not. If you have, admit it. If you have not, then deny it and explain.

Please provide proper responses to each of these questions by Friday, February 24, 2023. If responses are not provided, I will file a motion with the hearing officer in this matter to compel your responses (I am required by the TN Rules of Civil Procedure to try and address and resolve these issues directly with you first before filing a motion with the hearing officer).

Please let me know if you have any questions and as always, my offer to discuss resolution of this matter remains open should you wish to try and resolve all or a portion of this matter without going to a hearing.

Regards,



Jeff Riden
General Counsel