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& BERRY** PLC

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May 5, 2000

David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

**Re: Petition of MCI WorldCom to Enforce Interconnection Agreement  
Docket No. 99-00662**

Dear David,

Please find enclosed are the original and thirteen copies of the Response of MCI WorldCom to BellSouth's First Set of Interrogatories and also the Response of MCI to BellSouth's First Request for Production of Documents.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

  
Henry Walker

HW/nl  
Enclosure  
cc: Parties

POSTED  
5-5-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

IN RE: PETITION OF MCI WORLDCOM TO ENFORCE  
INTERCONNECTION AGREEMENT  
DOCKET NO. 99-00662

RECEIVED  
REGULATORY DIVISION  
MAY 5 PM 3 12  
DEPUTY SECRETARY

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**MCI WORLDCOM'S RESPONSE TO BELLSOUTH  
TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES**

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MCI WorldCom, Inc. ("MCI WorldCom") hereby provides its responses to BellSouth Telecommunications, Inc.'s ("BellSouth") First Interrogatories (the "First Interrogatories") to MCI WorldCom in the above-referenced proceeding.

**GENERAL OBJECTIONS**

1. MCI WorldCom objects to the First Interrogatories to the extent that they call for the disclosure and/or production of information protected by the attorney-client privilege, the attorney work product privilege, and any other applicable privilege or doctrine.
2. MCI WorldCom objects to the First Interrogatories to the extent that they conflict with, and/or impose obligations and requirements that are different from, the Tennessee Rules of Civil Procedure and/or the Local Rules of the Tennessee Regulatory Authority.
3. MCI WorldCom objects to the First Interrogatories to the extent that they characterize, assume or imply facts or events not in dispute or in evidence.

## **INTERROGATORIES**

1. Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith and describe the extent of each person's participation, including any information that person provided.

### **RESPONSE:**

Henry Walker, Boulton Cummings, Connors & Berry on behalf of MCI WorldCom  
Chris Gilbert, Boulton Cummings, Connors & Berry on behalf of MCI WorldCom

Susan Berlin, MCI WorldCom  
Michael Henry, MCI WorldCom  
Ron Martinez, MCI WorldCom  
Dan Aronson, MCI WorldCom

2. Identify each person whom you expect to call as an expert witness at the hearing in this matter. With respect to each such expert, please state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

### **RESPONSE:**

Ron Martinez will testify as to the contract negotiations and contract language in the MCI-BST Interconnection Agreement

Dan Aronson will testify as to the amount due and owing MCIIm by BST for reciprocal compensation

Don Price will testify as to the industry custom usage and practice with respect to the treatment of calls to ISPs as local.

3. Identify all documents that refer or relate to any issues raised in the Complaint that were provided to or made available to any expert identified in response to Interrogatory No. 2.

**RESPONSE:**

The interconnection agreement (hereafter, the "Agreement") between MCIIm and BST-Tennessee which was signed by BST of April 4, 1997 and filed with the Tennessee Regulatory Authority.

4. Identify all employees, representatives, or agents of MCI WorldCom involved in negotiating the Interconnection Agreement, including any amendments thereto. In answering this interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

**RESPONSE:**

Ron Martinez was the principal negotiator on behalf of MCIIm.

5. Do you contend that at the time the parties negotiated the Interconnection Agreement, both MCI WorldCom and BellSouth intended to treat calls to Internet Service

Providers as "local traffic" under that Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:** Yes, based on the language of the Agreement and the regulatory environment that existed at the time of the execution of the Agreement.

6. Do you contend that at the time the parties negotiated the Interconnection Agreement, both MCI WorldCom and BellSouth intended to treat calls to Internet Service Providers ("ISPs") as if such calls "terminated" at the ISP? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

**RESPONSE:** See response to question 5.

7. Do you contend that there is a difference between the place where a call "terminates" for jurisdictional purposes and the place where a call "terminates" for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please:

(a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes;

(b) state the date and describe the circumstances when MCI WorldCom first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;

(c) state the date and describe the circumstances when MCI WorldCom first stated

publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; and

(d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes.

**RESPONSE:** Section 2.2 of Attachment IV of the Agreement between between BST and MCIIm states that local traffic is defined as “any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (EAS) exchange.” For purposes of interpreting the Agreement, MCI WorldCom understands that language to mean that if the NPA-NXX to NPA-NXX of the calling and called party is a local call as defined by BST’s local tariff, it is rated as a local call under the Agreement and BST is invoiced for reciprocal compensation for that call. If the call should be rated as a toll call based on the NPA-NXX of the calling to called party, MCI WorldCom will invoice BST for terminating switched access charges. MCI WorldCom objects, on the grounds of relevancy, to questions concerning the meaning of “terminate” for any purpose other than the proper interpretation of the Agreement.

8. State the number of ISP minutes of use from BellSouth to MCI WorldCom in Tennessee for each month since April 1997 for which MCI WorldCom is seeking payment of reciprocal compensation.

**RESPONSE:** MCIWorldCom does not track or otherwise segregate ISP traffic and the

interconnection agreement between MCIIm and BST does not require such tracking or segregation. MCIWorldcom is seeking payment of reciprocal compensation for local calls made by BST's customers to customers of MCIIm, regardless of the business that the MCIIm customer is engaged in.

9. For each month since April 1997, state how many of the ISP minutes of use from BellSouth to MCI WorldCom in Tennessee you contend "terminated" for jurisdictional purposes in the local calling area.

**RESPONSE:** See responses to questions 7 and 8.

10. In answering the foregoing interrogatory, please explain in detail the basis for your contention and identify all documents that support or refer or relate to such contention.

**RESPONSE:** See responses to questions 7 and 8.

11. For each month since April 1997, state how many of the ISP minutes of use from BellSouth to MCI WorldCom in Tennessee you contend "terminated" for reciprocal compensation purposes in the local calling area.

**RESPONSE:** See responses to question 8.

12. In answering the foregoing interrogatory, please explain in detail the basis for

your contention and identify all documents that support or refer or relate to such contention.

**RESPONSE:** See responses to questions 7 and 8.

13. Has MCI WorldCom entered into any arrangement or agreement with any person that involves the sharing of any reciprocal compensation received by MCI WorldCom from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, state the date when such an arrangement was reached or agreement was entered into, and identify all documents referring or relating to such an agreement or arrangement.

**RESPONSE:** No.

14. Has MCI WorldCom provided telecommunications services to any person with whom MCI WorldCom has entered into any arrangement or agreement that involves the sharing of reciprocal compensation received by MCI WorldCom from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, describe the telecommunications services MCI WorldCom has provided, and identify all documents referring or relating to such telecommunications services.

**RESPONSE:** No.

15. State the total number of minutes or use from BellSouth to MCI WorldCom in Tennessee for each month since April 1997 for which MCI WorldCom has been paid or is seeking the payment of reciprocal compensation.



**RESPONSE:**

Attached, please find a spreadsheet showing the account history, local and toll usage, reciprocal compensation and terminating switched access billings, BST payment history and the total outstanding due. For the period from April 1997 to January 1999, MCIIm provided usage data on a regional basis to BST along with reciprocal compensation and terminating switched access billings at the state level. MCI WorldCom has not summarized the MCIIm usage data previously provided to BST for this time period. Beginning in February 1999 MCI WorldCom began direct jurisdictionalization of the traffic. MCI WorldCom and BST are presently attempting to reconcile amounts invoiced and paid prior to January 1999.

16. Identify the number of MCI WorldCom's total customers in Tennessee, and separately identify the number of those customers that re: (1) Internet Service Providers ("ISPs"); and (2) business customers other than ISPs; and (3) residential customers.

**RESPONSE:** MCI WorldCom objects on the grounds that the information sought is not relevant nor would it lead to the discovery of relevant information. The resolution of this Complaint involves the determination of whether, under the Agreement, calls to ISPs should be treated as local calls for purposes of payment of reciprocal compensation. The information sought is irrelevant to that issue.

17. For the ISP customers identified in response to Interrogatory No. 16, state, on an annual basis since 1997, (a) the total amount billed by MCI WorldCom for service to those customers from inception of service to present; (b) the amounts of any credits, rebates, or adjustments given to such customers; and (c) the total amount of revenue received from such customers, from Inception of service to present.

**RESPONSE:** See response to question 16.

18. Does MCI WorldCom own or have an interest in an ISP in Tennessee? Is MCI WorldCom affiliated in any way with an ISP in Tennessee (other than a customer relationship)? If so, explain in full the nature of such interest or affiliation and identify all documents that refer or relate to such interest or affiliation.

**RESPONSE:** See response to question 16.

19. If the response to Interrogatory No. 18 is in the affirmative, state the percentages of reciprocal compensation that MCI WorldCom is claiming in this proceeding that was generated from calls to ISPs owned by or affiliated with MCI WorldCom, or in which MCI WorldCom has an interest in Tennessee.

**RESPONSE:** Not applicable.

20. For each year beginning in 1997, state, on an annual basis, the total revenues

MCI WorldCom earned or expects to earn in reciprocal compensation payments from BellSouth in Tennessee.

**RESPONSE:** See response to question 15 and the attached spreadsheet for the amounts that have been billed to BST by MCI WorldCom for reciprocal compensation.

21. For each year beginning in 1997, state, on an annual basis, the total revenues MCI WorldCom earned or expects to earn from its ISP customers in Tennessee.

**RESPONSE:** See response to question 16.

22. For each year beginning in 1997, state, on an annual basis, the total revenues MCI WorldCom earned or expected to earn from its end-user customers, including ISPs, in Tennessee.

**RESPONSE:** See response to question 16.

Second #22. State the total number of end user customers that MCI WorldCom serves in Tennessee, including the number of equivalent access lines for which these customers account.

**RESPONSE:** See response to question 16.

23. State the total number of ISP customers that MCI WorldCom serves in

Tennessee, including the number of equivalent access lines for which these customers account.

**RESPONSE:** See response to question 16.

Furthermore, MCI does not maintain or otherwise segregate in its customer records whether the customer is an ISP

24. State the actual cost MCI WorldCom incurs in transporting ISP traffic from the point of interconnection with BellSouth to the ISP server being served by an MCI WorldCom switch. In answering this Interrogatory, describe in detail how this cost was calculated and identify all documents referring or relating to such calculation.

**RESPONSE:** See response to question 16.

25. Was the definition of "local traffic" the subject of discussion between MCI WorldCom and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

**RESPONSE:** "Local traffic" is defined in section 2.2.1 of Attachment IV of the interconnection agreement between MCI and BST. That language was proposed by BellSouth and accepted by MCI.

26. Was the issue of whether reciprocal compensation should be paid for calls to ISPs the subject of discussion between MCI WorldCom and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussion?

**RESPONSE:** MCI can recall no discussion wherein BST sought to exclude calls to ISPs from the meaning of the term "local traffic" as defined in the interconnection agreement.

27. Was the issue of where calls to ISPs "terminate" the subject of discussion between MCI WorldCom and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussion?

**RESPONSE:** No.


28. Prior to executing the Interconnection Agreement in April 1997, did MCI WorldCom ever state publicly that ISP traffic was local or that reciprocal compensation should be paid for such traffic? If so, describe with particularity each such statement and identify all documents that refer or relate to those statements.

**RESPONSE:** At this time, MCI WorldCom is unaware of any such statements but is continuing to search the company's records and will update this response as appropriate.

Dated this 5<sup>th</sup> day of May, 2000.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:   
Henry Walker, Esq.  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
(615) 252-2363

HW/nl

**RECIPROCAL COMPENSATION TRANSACTION HISTORY**  
**INVOICES FROM MCI METRO ACCESS TRANSMISSION SERVICES / MCI WORLDCOM**  
**TO BELLSOUTH OF TENNESSEE - MEMPHIS TENNESSEE MARKET**  
**AS OF MAY, 1, 2000**

**TRANSACTIONS VIA MCI METRO ACCESS TRANSMISSION SERVICES BILLING GROUP**

Invoice Date	Toll MOU	Toll Chg.	Local MOU	Local Chg.	Adjustments	Usage Charges	Payments	Balance	
04/01/97	unavail	unavail	unavail	unavail		5.14	-3.09	2.05	
05/01/97	unavail	unavail	unavail	unavail		17.03		17.03	
06/01/97	unavail	unavail	unavail	unavail		1,030.36		1,030.36	
07/01/97	unavail	unavail	unavail	unavail		4,445.59		4,445.59	
08/01/97	unavail	unavail	unavail	unavail		6,835.62		6,835.62	
09/01/97	unavail	unavail	unavail	unavail		18,144.53		18,144.53	
10/01/97	unavail	unavail	unavail	unavail		18,566.65	(9,282.64)	9,284.01	
11/01/97	unavail	unavail	unavail	unavail		26,637.72	(9,077.02)	17,560.70	
12/01/97	unavail	unavail	unavail	unavail		24,211.76	(12,104.15)	12,107.61	
01/01/98	unavail	unavail	unavail	unavail		66,164.21	(33,080.03)	33,084.18	
02/01/98	unavail	unavail	unavail	unavail		63,610.93	(63,602.05)	8.88	
03/01/98	unavail	unavail	unavail	unavail		50,872.93	(50,868.59)	4.34	
04/01/98	unavail	unavail	unavail	unavail		59,814.07	(59,802.59)	11.48	
05/01/98	unavail	unavail	unavail	unavail		31,027.89	(24,444.76)	6,583.13	
06/01/98	unavail	unavail	unavail	unavail		56,270.58	(36,378.00)	19,892.58	
07/01/98	unavail	unavail	unavail	unavail		58,320.27	(56,205.90)	2,114.37	
08/01/98	unavail	unavail	unavail	unavail		57,286	(51,761.02)	5,524.98	
09/01/98	unavail	unavail	unavail	unavail		72,382.37	(65,405.53)	6,976.84	
10/01/98	unavail	unavail	unavail	unavail		83,265.24	(75,237.83)	8,027.41	
11/01/98	unavail	unavail	unavail	unavail		78,717.21	(68,439.85)	10,277.36	
12/01/98	unavail	unavail	unavail	unavail	-4,652	85,269.10	(35,808.25)	44,808.85	
01/01/99	unavail	unavail	unavail	unavail		84,968.40	(35,678.67)	49,289.73	
						\$ (4,652.00)	\$ 947,863.60	\$ (687,179.97)	\$ 256,031.63

**TRANSACTIONS VIA MCI / WORLDCOM CARRIER BILLING GROUP**

	Toll MOU	Toll Chg.	Local MOU	Local Chg.	Adjustments	Usage Charges	Payments	Balance	
02/10/99	1,157,374	\$ 70,807.62	17,924,441	\$ 89,622.21		\$ 160,429.83	(51,323.36)	\$ 109,106.47	
03/10/99	865,407	52,945.58	13,951,750	69,758.75	67,033.24	122,704.33	(9,966.03)	179,771.54	
04/10/99	1,006,473	61,576.70	16,490,062	82,450.31		144,027.01	(9,568.18)	134,458.83	
05/10/99	801,471	49,034.42	13,736,820	68,684.11	134,066.48	117,718.53	(3,754.02)	248,030.99	
06/10/99	1,193,069	72,992.04	18,747,260	93,736.31	82,851.44	166,728.35	(21,599.45)	227,980.34	
07/10/99	1,102,528	67,453.26	16,837,914	84,189.57	82,440.38	151,642.83	(19,046.48)	215,036.73	
08/10/99	1,236,342	75,640.26	17,818,085	89,090.44	53,803.19	164,730.70	(16,431.25)	202,102.64	
09/10/99	1,178,242	72,085.61	17,238,388	86,191.94	5,739.62	158,277.55	(14,997.05)	149,020.12	
10/10/99	1,032,313	63,157.41	14,766,989	73,834.95	1,035.26	136,992.36	(8,982.57)	129,045.05	
11/10/99	1,350,902	82,646.90	19,692,694	98,463.47		181,110.37	(5,746.89)	175,363.48	
12/10/99	2,062,194	126,146.97	32,059,875	160,299.37		286,446.34	(9,168.92)	277,277.42	
01/10/00	2,465,808	150,840.10	37,207,969	186,039.84		336,879.94	(10,569.89)	326,310.05	
02/10/00	3,058,495	187,105.03	48,034,416	240,172.10		427,277.13	(16,806.58)	410,470.55	
03/10/00	3,359,322	205,513.23	52,204,750	261,023.76		466,536.99		466,536.99	
04/10/00	3,574,814	218,696.37	55,438,566	277,192.84		495,889.21		495,889.21	
25,444,754		\$ 1,556,641.50	392,149,979	\$ 1,960,749.97	\$ 426,969.61	\$ 3,517,391.47	\$ (197,960.67)	\$ 3,746,400.41	
<b>TOTAL DUE</b>						\$ 422,317.61	\$ 4,465,255.07	\$ (885,140.64)	\$ 4,002,432.04

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via hand delivery, to the following on this the 5<sup>th</sup> day of May , 2000.

Guy M. Hicks, Esq.  
BellSouth Telecommunications, Inc.  
Suite 2101  
333 Commerce Street  
Nashville, Tennessee 37201-3300

Richard Collier, Esq.  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

  
\_\_\_\_\_  
Henry Walker



BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

IN RE: PETITION OF MCI WORLDCOM TO ENFORCE  
INTERCONNECTION AGREEMENT  
DOCKET NO. 99-00662

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**MCI WORLDCOM'S RESPONSE TO BELL SOUTH  
TELECOMMUNICATIONS, INC.'S FIRST REQUEST  
FOR PRODUCTION OF DOCUMENTS**

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MCI WorldCom, Inc. ("MCI WorldCom") hereby provides its responses to BellSouth Telecommunications, Inc.'s ("BellSouth") First Request for Production of Documents (the "First Request for Production") to MCI WorldCom in the above-referenced proceeding.

**GENERAL OBJECTIONS**

1. MCI WorldCom objects to the First Request for Production of Documents to the extent that they call for the disclosure and/or production of information protected by the attorney-client privilege, the attorney work product privilege, and any other applicable privilege or doctrine.

2. MCI WorldCom objects to the First Request for Production of Documents to the extent that they conflict with, and/or impose obligations and requirements that are different from, the Tennessee Rules of Civil Procedure and/or the Local Rules of the Tennessee Regulatory Authority.

3. MCI WorldCom objects to the First Request for Production of Documents to

the extent that they characterize, assume or imply facts or events not in dispute or in evidence.

### **REQUESTS FOR PRODUCTION**

1. Produce copies of all documents identified in response to BellSouth's First Set of Interrogatories.

#### **RESPONSE:**

See the documents attached to MCI WorldCom's responses to BellSouth's First Set of Interrogatories as well as the interconnection agreement (hereafter, the "Agreement") between MCI WorldCom and BellSouth itself. A copy of the Agreement is attached to the Complaint.

2. Produce all documents that refer or relate to or were generated in connection with MCI WorldCom's negotiation or execution of Interconnection Agreement.

#### **RESPONSE:**

MCI WorldCom objects on the grounds that producing all documents relating to the Agreement is unduly burdensome. Further, documents or portions thereof that are not related to the reciprocal compensation provision of the Agreement are irrelevant to this proceeding. MCI WorldCom is unaware of any documents that relate to the reciprocal compensation provision of the Agreement.

3. Produce all documents that refer or relate to or support MCI WorldCom's

contention that it understood calls to Internet Service Providers (“ISPs”) to be “local traffic” under the Interconnection Agreement.

**RESPONSE:**

MCI WorldCom objects on relevancy grounds to producing any documents that are not reasonably contemporaneous with the signing of the Agreement. MCI WorldCom is aware of no documents that reflect MCI WorldCom’s understanding or position on the issue of reciprocal compensation at the time the Agreement was executed. Should MCI WorldCom discover such documents it will disclose them. Documents generated either prior to or subsequent to the execution of the interconnection agreement are not relevant because the issue to be decided in this proceeding is the intent of the parties at the time the interconnection agreement was executed.

4. Produce all documents that refer or relate to or support MCI WorldCom’s contention that it understood that calls to ISPs “terminate” at the ISP under the Interconnection Agreement.

**RESPONSE:**

See previous response.

5. Produce all documents that support or refer or relate to MCI WorldCom’s allegations in the Complaint, including, but not limited to, all documents created prior to September 1, 1997 reflecting MCI WorldCom’s belief that it would be receiving reciprocal

compensation from BellSouth for ISP traffic.

**RESPONSE:**

See previous response.

6. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the amount of reciprocal compensation MCI WorldCom expected to receive from BellSouth.

**RESPONSE:**

See previous response.

7. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the volume of calls MCI WorldCom expected to receive from BellSouth customers to Internet Service Providers served by MCI WorldCom.

**RESPONSE:**

See previous response.

8. Produce all documents that refer or relate to any arrangement or agreement between MCI WorldCom and any other person that involves the sharing of any reciprocal compensation received by MCI WorldCom from BellSouth.

**RESPONSE:**

See MCI WorldCom's response to Interrogatory 16 in BellSouth's First Set of Interrogatories.

9. Produce all documents that refer or relate to any reciprocal compensation that MCI WorldCom has billed BellSouth for traffic generated by or directed to any person or entity with which MCI WorldCom has an arrangement or agreement to share reciprocal compensation received by MCI WorldCom from BellSouth.

**RESPONSE:**

See previous response.

Dated this 5th day of May, 2000.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

A handwritten signature in black ink that reads "Henry Walker / ckb". The signature is written in a cursive, flowing style.

By:  
Henry Walker, Esq.  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
(615) 252-2363

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via hand delivery, to the following on this the 5<sup>th</sup> day of May , 2000.

Guy M. Hicks, Esq.  
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Suite 2101  
333 Commerce Street  
Nashville, Tennessee 37201-3300

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