

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**
Washington, DC 20554

BELLSOUTH TELECOMMUNICATIONS,*
LLC D/B/A AT&T FLORIDA *

Complainant, *

v. *

FLORIDA POWER AND LIGHT
COMPANY, *

Respondent. *

Proceeding No. 19-187
Bureau ID No.: EB-19-MD-006

**FLORIDA POWER & LIGHT COMPANY'S
FIRST SET OF INTERROGATORIES TO AT&T**

Respondent, Florida Power and Light Company ("FPL"), by and through its undersigned counsel, propounds the following interrogatories to Complainant, BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T")

1. AT&T shall deliver its responses via electronic mail to FPL's counsel within twenty (20) calendar days of the date of this request pursuant to 47 C.F.R. § 1.730(c).

2. The obligation of AT&T to answer these interrogatories is continuing in nature. AT&T has an obligation to provide in the future any and all additional responsive information that may come to its attention subsequent to its answering these interrogatories but not initially disclosed at the time, date and place set forth herein or in any supplemental answers that it submits. In this regard, AT&T must supplement its initial and supplemental responses if it learns that, in some material respect, the responses initially provided, or as supplemented, were incomplete or incorrect or if additional responsive information is acquired by or has become known after its initial or supplemental responses.

DEFINITIONS

1. As used herein, the term “you” or “your” or “AT&T” means BellSouth Telecommunications, LLC d/b/a AT&T Florida, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing.

2. The terms/phrases “referring to,” “relating to” and/or “concerning,” as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

3. “State” and “describe” mean to set forth a complete and detailed statement of all information, circumstances and facts that refer to, relate to, reflect, comprise or bear upon the matter concerning which information is requested.

4. The terms “identify” and “identification” when used in reference to an individual person mean to state his or her full name, business telephone numbers, business addresses if known, and his or her present or last known title, position and business affiliation.

5. The terms “identify” and “identification” when used in reference to a person other than a natural person mean to state the full and official name of the business entity, its principal place of business, and the main telephone number of such business entity.

6. The terms “identify” and “identification” when used in reference to a document mean to state its date, type (e.g., memo, telecopy, email), and its authors, addressees, title, if any, and, if no title, a brief description of the subject matter of the document and its present or last known location and custodian. If any document once was, but is no longer, in your possession, custody, or control, state what disposition was made of it and the reason for such disposition.

7. The terms “identify” and “identification” when used in reference to any act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication, mean to: (a) describe the nature and substance of the act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication; (b) state the date when and place where it occurred; and (c) identify each person who was a participant therein.

8. The term “and” also means “or”; the term “or” also means “and.”

9. The term “each” also means “every” and the term “every” also means “each.”

10. The term “all” also means “any” and the term “any” also means “all.”

11. The term “identify” when used with reference to a person or persons, means to state his or her full name; last known business and residence addresses; and last known business and residence telephone numbers.

12. The term “Document” means the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced,

disseminated, or made, including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of AT&T.

13. “Discussion” means any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. “Discussion” includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.

14. “Communication” means any discussion or any written or electronic correspondence or recorded voice message of any kind.

15. “Employee” means any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

16. “Representative” means any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

17. “Entity” means any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

18. “Person” means any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

19. “1975 JUA” means the January 1, 1975 Joint Use Agreement entered between FPL and AT&T’s predecessor-in-interest, Southern Bell.

INSTRUCTIONS

1. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses.

2. With regard to each answer, identify the person(s) or document(s) relied upon in determining the substance of the answer.

3. Unless otherwise specified, supply all annual data requested on a calendar-year basis; if any basis other than a calendar-year basis is used, such as to accommodate a fiscal-year basis, state as part of the response the nature and type of the basis so used.

4. Unless otherwise specified, supply all information requested for the period commencing five years prior to termination of the Joint Use Agreement between FPL and AT&T through the present.

INTERROGATORIES

1. Identify each instance during the last ten years when AT&T replaced a joint use pole because the pole had suffered damage as a result of AT&T’s facilities being attached at either the lowest point on the pole or in the space designated for AT&T under the 1975 JUA.

2. Fully describe the factual basis and expense for each cost or disadvantage AT&T claims to bear as a result of being a joint use pole owner under the 1975 JUA and explain whether such cost is accounted for in AT&T's rates to FPL and third party attachers.

3. For each cost or disadvantage identified in response to interrogatory number 2, fully explain how such cost or disadvantage neutralizes any benefit to AT&T under the 1975 JUA, as claimed in the Complaint, given that FPL owns approximately 66% of the joint use poles and AT&T owns approximately 34% of the joint use poles.

4. Identify each joint use pole replaced by AT&T in the last ten years.

5. Identify each instance and all related documentation since 1975 regarding any effort or attempt by AT&T to renegotiate the 1975 JUA rates, terms or conditions and as to each attempt, identify specifically when each attempt occurred, the new rates, terms or conditions that were proposed by AT&T and the end result of such discussions.

6. Identify all efforts made by AT&T in the last ten years with regard to joint use poles to survey the average pole height, average space used by FPL or AT&T or the average number of attachers on all poles subject to the 1975 JUA.

7. Fully describe how AT&T, from 1975 to the present, would construct its own pole network and the cost of such network if AT&T did not have access to FPL's pole network under the 1975 JUA.

8. Fully describe how AT&T, from 1975 to the present, would obtain access to private easements and public rights-of-way and the cost of such access if FPL did not procure such access for AT&T under the 1975 JUA.

9. Fully describe and identify the costs of AT&T, from 1975 to the present, to indemnify FPL, provide surety bonds to cover FPL's cost of removing AT&T's attachments and

obtain property insurance if the 1975 JUA did not relieve AT&T from any obligation or need to do such things.

10. Fully describe and identify how AT&T, from 1975 to the present, would prepare a permit application and obtain a permit for each attachment to an FPL pole, including the time, expense and resources to do so, if the 1975 JUA did not relieve AT&T from any obligation or need to obtain such permits.

Respectfully submitted,

ECKERT SEAMANS CHERIN & MELLOTT, LLC

/s/ Charles A. Zdebski
Charles A. Zdebski
Robert J. Gastner
William C. Simmerson
1717 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(Tel) 202.659.6600
(Fax) 202.659.6699
czdebski@eckertseamans.com

Counsel to Florida Power & Light Company

CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2019, I caused a copy of the foregoing Interrogatories to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

Christopher S. Huther, Esq.
Claire J. Evans, Esq.
Wiley Rein LLP
1776 K Street, N.W.
Washington, DC 20006
chuther@wileyrein.com
cevans@wileyrein.com
(Via e-mail)
Attorneys for BellSouth Telecommunications, LLC

Robert Vitanza
Gary Phillips
David Lawson
AT&T Services, Inc.
1120 20th Street NW, Suite 1000
Washington, DC 20036
(Via U.S. Mail)

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554
(Via Hand Delivery)

Kimberly D. Bose, Secretary
Nathaniel J. Davis, Sr., Deputy Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426
(Via Hand Delivery)

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
(Via U.S. Mail)

/s/ William C. Simmerson
William C. Simmerson