

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Petition of Intrado Communications Inc. for Arbitration)	
Pursuant to Section 252(b) of the Communications Act)	
of 1934, as amended, to Establish an Interconnection)	Case No. 07-1216-TP-ARB
Agreement with United Telephone Company of Ohio and)	
United Telephone Company of Indiana ("Embarq"))	

INTRADO COMMUNICATIONS INC.
MOTION TO SHORTEN TIME FOR RESPONDING TO DISCOVERY AND FOR
EXPEDITED RULING

Pursuant to Ohio Administrative Code Rule 4901-1-19, Intrado Communications Inc. ("Intrado Comm"), by its attorneys, respectfully moves to shorten the time for United Telephone Company of Ohio and United Telephone Company of Indiana (collectively, "Embarq") to respond to discovery. Specifically, Intrado Comm seeks an order requiring Embarq to answer interrogatories on or before May 27, 2008. The interrogatories were electronically served on Embarq on May 14, 2008. Intrado Comm also seeks an expedited ruling on this motion. A memorandum in support of this motion follows.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



Cherie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, NW, Suite 950
Washington, DC 20006
202-862-8900 (telephone)
202-862-8958 (facsimile)
ckiser@cgrdc.com
acollins@cgrdc.com

Craig W. Donaldson
Senior Vice President - Regulatory Affairs

Rebecca Ballesteros
Associate Counsel

Thomas Hicks
Director - Carrier Relations

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720-494-5800 (telephone)
720-494-6600 (facsimile)

Sally W. Bloomfield
Brickler & Eckler LLP
100 South Third Street
Columbus, OH 43215-4291
614-227-2368 (telephone)
sbloomfield@bricker.com

Dated: May 20, 2008

Its Attorneys

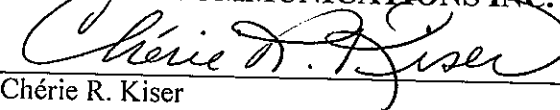
MEMORANDUM IN SUPPORT OF MOTION TO SHORTEN TIME

Intrado Comm electronically served its first set of interrogatories on Embarq on May 14, 2008. A copy of those interrogatories is attached as Exhibit 1. Pursuant to Rule 4901-1-19, responses would be due June 3, 2008. Intrado Comm requests that Embarq be required to respond on or before May 27, 2008. Good cause exists to shorten the time for response because the Parties will be conducting a hearing in this matter starting on May 27, 2008, and Intrado Comm previously agreed to a similar request made by Embarq to respond to interrogatories within an equally shortened timeframe. On the morning of May 15, 2008, Embarq notified Intrado Comm that it would try to answer by May 27, but could not guarantee that it would meet that deadline. In response, Intrado Comm asked Embarq to confirm by the close of business on May 15 whether Embarq would be agreeable to providing its responses by May 27. Embarq has not responded to Intrado Comm. Therefore, Intrado Comm respectfully requests that Embarq be required to provide responses to Intrado Comm's interrogatories on or before May 27, 2008.

In light of the pending arbitration hearing, Intrado Comm also seeks an expedited ruling on this Motion.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



Cherie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, NW, Suite 950
Washington, DC 20006
202-862-8900 (telephone)
202-862-8958 (facsimile)
ckiser@cgrdc.com
acollins@cgrdc.com

Sally W. Bloomfield
Brickler & Eckler LLP
100 South Third Street
Columbus, OH 43215-4291
614-227-2368 (telephone)
sbloomfield@bricker.com
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Thomas Hicks
Director - Carrier Relations

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720-494-5800 (telephone)
720-494-6600 (facsimile)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Motion was served by electronic mail and first class mail, postage prepaid, this 20th day of May 2008 upon the following:


Angela Collins

Joseph R. Stewart
Embarq
50 West Broad Street, Suite 3600
Columbus, OH 43215
joseph.r.stewart@embarq.com

Exhibit 1

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Petition of Intrado Communications)
Inc. for Arbitration Pursuant to Section 252(b) of the)
Communications Act of 1934, as amended, to Establish) Case No. 07-1216-TP-ARB
an Interconnection Agreement with United Telephone)
Company of Ohio and United Telephone Company of)
Indiana (collectively, "Embarq"))

**INTRADO COMMUNICATIONS INC.
FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF
DOCUMENTS TO UNITED TELEPHONE COMPANY OF OHIO AND UNITED
TELEPHONE COMPANY OF INDIANA**

Pursuant to Ohio Administrative Code Rule 4901-1-19, Intrado Communications Inc. ("Intrado Comm") requests that United Telephone Company of Ohio and United Telephone Company of Indiana (collectively, "Embarq") answer the following interrogatories and requests for production of documents in writing and under oath, and to serve the answers and the documents responsive to the request for production of documents on counsel for Intrado Comm by **Tuesday, May 27, 2008**. An electronic response should be provided to Intrado Comm at the following email address: Rebecca.Ballesteros@intrado.com. Non-electronic materials should be delivered to:

Rebecca Ballesteros
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

INSTRUCTIONS

1. When requested to identify a person, provide the full name, business affiliation, business address, telephone number, electronic mail address, position, and title of that person.
2. The bases of each objection, if any, to any of these interrogatories or requests shall be stated specifically, including a statement of facts relied on for any claim of privilege.

3. Please furnish all of the information requested for each item in this data request. If that is not possible, please indicate what information is not being provided and the reason that it cannot be provided. To the extent it is asserted that any requested information is not reasonably calculated to result in the production of any relevant information or any information that may lead to any relevant information, the party making that assertion, in its written response hereto, should indicate a specific basis for said assertion in the context of any issues arising in this proceeding.

4. All documents requested herein are all those in the possession, custody or control of the parties named above or their respective affiliates, experts, consultants, agents, employees or representatives (including attorneys), or to which said party or its respective affiliates, experts, consultants, agents, employees or representatives (including attorneys) have access.

5. If any privilege is asserted as to any documents or information responsive to this request, please identify the author(s) of the document, the addressee(s), the recipients(s) of copies, the date of the document, the nature of the document (e.g., letter, memorandum, handwritten notes), the length of the document, the document's current location, and the specific basis for the contention that the document or other information is privileged or otherwise protected from discovery.

6. For information considered "Confidential" Intrado Comm will hold said information confidential and make it available only to those persons entitled to such material pursuant to the terms of a protective agreement.

7. Please provide individual responses as they become available rather than waiting until all responses to this set of data requests is completed. If, in your responses to a data request item, you make reference to written testimony, affidavits, exhibits or schedules filed in this case,

please include page numbers and line numbers where the information sought by the question can be found.

8. These requests for admissions, interrogatories and requests for production of documents shall be deemed to be continuing so as to request supplementation of the responses up to and through the time of hearing in these cases, in accordance with Rule 4901-1-16 of the Ohio Administrative Code.

9. For each response to these interrogatories and requests for production of documents, state the name and title of the person responsible for preparing the response.

DEFINITIONS

As used herein the following definitions apply:

1. “Document” or “Documentation” when used herein, is used in its customary broad sense, and means all originals of any nature whatsoever, identical copies, and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody, or control regardless of where located; including any kind of printed, recorded, written, graphic, or photographic matter and things similar to any of the foregoing, regardless of their author or origin. The term specifically includes, without limiting the generality of the following: punch cards, printout sheets, movie film, slides, PowerPoint slides, phonograph records, photographs, memoranda, ledgers, work sheets, books, magazines, notebooks, diaries, calendars, appointment books, registers, charts, tables, papers, agreements, contracts, purchase orders, checks and drafts, acknowledgments, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meetings of any kind, telegrams, drafts, instructions, announcements, schedules, price lists, electronic copies, reports, studies, statistics, forecasts, decisions, and orders, intra-office and inter-office communications, correspondence,

financial data, summaries or records of conversations or interviews, statements, returns, diaries, workpapers, maps, graphs, sketches, summaries or reports of investigations or negotiations, opinions or reports of consultants, brochures, bulletins, pamphlets, articles, advertisements, circulars, press releases, graphic records or representations or publications of any kind (including microfilm, videotape and records, however produced or reproduced), electronic (including e-mail), mechanical and electrical records of any kind and computer produced interpretations thereof (including, without limitation, tapes, tape cassettes, disks and records), other data compilations (including, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, disks and recordings used in automated data processing together with the programming instructions and other material necessary to translate, understand or use the same), all drafts, prints, issues, alterations, modifications, changes, amendments, and mechanical or electric sound recordings and transcripts to the foregoing. A request for discovery concerning documents addressing, relating or referring to, or discussing a specified matter encompasses documents having a factual, contextual, or logical nexus to the matter, as well as documents making explicit or implicit reference thereto in the body of the documents. Originals and duplicates of the same document need not be separately identified or produced; however, drafts of a document or documents differing from one another by initials, interlineations, notations, erasures, file stamps, and the like shall be deemed to be distinct documents requiring separate identification or production. Copies of documents shall be legible.

2. “Communication” shall mean any transmission of information by oral, graphic, written, pictorial, or otherwise perceptible means, including, but not limited to, telephone conversations, letters, telegrams, and personal conversations. A request seeking the identity of a communication addressing, relating or referring to, or discussing a specified matter encompasses

documents having factual, contextual, or logical nexus to the matter, as well as communications in which explicit or implicit reference is made to the matter in the course of the communication.

3. The “substance” of a communication or act includes the essence, purport or meaning of the same, as well as the exact words or actions involved.

4. “And” or “or” shall be construed conjunctively or disjunctively as necessary to make any request inclusive rather than exclusive.

5. “You” and “your” refers to Embarq and all employees, agents, representatives, affiliates, successor corporations, subsidiary corporations, and parent corporations thereof.

6. Each singular shall be construed to include its plural, and vice versa, so as to make the request inclusive rather than exclusive.

7. “Person” includes any firm, corporation, joint venture, association, entity or group of persons, unless the context clearly indicates that only an individual person is referred to.

8. “Identify,” or “state the identity of,” or “identified” means as follows:

- A. When used in reference to an individual, to state his full name and present or last known position and business affiliation, and his position and business affiliation at the time in question;
- B. When used in reference to a commercial or governmental entity, to state its full name, type of entity (e.g., corporation, partnership, single proprietorship), and its present or last known address;
- C. When used in reference to a document, to state the date, author, title, type of document (e.g., letter, memorandum, photograph, tape recording, etc.), general subject matter of the document, and its present or last known location and custodian;

- D. When used in reference to a communication, to state the type of communication (i.e., letter, personal conversation, etc.), the date thereof, and the parties thereto and, in the case of a conversation, to state the substance, place, and approximate time thereof, and identity of other persons in the presence of each party thereto;
- E. When used in reference to an act, to state the substance of the act, the date, time, and place of performance, and the identity of the actor and all other persons present.
9. The terms “PUCO” and “Commission” refer to the Public Utilities Commission of Ohio, including its Commissioners, personnel (including persons working in the Public Utilities Section of the Ohio Attorney General’s Office), and offices.
10. The term “e.g.” connotes illustration by example, not limitation.
11. The term “911” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (“PSAP”).
12. The term “E911” means the designation for an enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points based on the geographical location from which the call originated and that provides for automatic number identification and automatic location identification features.
13. The term “public safety answering point” or “PSAP” means a point that has been designated to receive 911 calls and route them to emergency service personnel.

INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS

Interrogatory 1:

- a.** Please identify Embarq's existing fellow Wireline 911/co-carrier network providers in Ohio.
- b.** Please explain Embarq's definition of a "peering arrangement between co-carriers of 911 services."
- c.** Does Embarq file the rates, terms, and conditions associated with these "peering arrangements" with the PUCO?
- d.** How many "peering arrangements" has Embarq entered into in Ohio?

Interrogatory 2:

- a.** How many requests has Embarq received from PSAPs to establish interoperability for 911 call transfer and 911 call delivery between selective routers?
- b.** Has Embarq ever denied a request from a PSAP to establish interoperability between selective routers?
- c.** Does Embarq support interoperability between selective routers for all PSAPs served by the routers?
- d.** If so, is the trunking between selective routers diverse and redundant?
- e.** Has Embarq established rates, terms, and conditions to establish interoperability between selective routers?
- f.** If so, please identify the entities billed and provide a copy of those rates, terms, and conditions.

- g.** Do both selective routing providers charge public safety for the selective routing function?
- h.** Do the selective routing providers charge each other for call handoff between selective routers?
- i.** If so, what contract, tariff or agreement governs such charges?

Interrogatory 3:

- a.** When a wireless call is transferred between PSAPs served by different selective routers does the transfer include Automatic Number Identification (“ANI”) and Automatic Location Information (“ALI”)?
- b.** Have PSAPs served by different selective routers requested the ability to transfer 911 calls with ALI among themselves?
- c.** If yes, please identify which PSAPs have the ability to transfer calls with ALI.
- d.** Does the cost to transfer a wireless call between selective routers differ from the cost to transfer a wireline call between selective routers?
- e.** Please identify and provide a copy of the rates, terms and conditions to the PSAP for call transfers between selective routers with ANI and ALI.
- f.** Do both selective routing providers charge public safety for ANI and ALI services associated with call transfers?
- g.** Do selective routing providers charge each other for transfer of calls between selective routers with ANI and ALI?
- h.** If so, what contract, tariff or agreement governs such charges?

Interrogatory 4:

- a. Does Embarq terminate 911 calls outside of its service territory in Ohio?
- b. Does Embarq terminate 911 calls originating in its service territory in Ohio to out-of-state PSAPs?

Interrogatory 5:

- a. Please indicate the reported volume per year for Embarq's default-routed 911 calls.
- b. Based on your response to Interrogatory 5, what percent of overall 911 call volume do these default-routed calls represent?

Interrogatory 6:

- a. Based on Embarq's claim that 911 calls are neither telephone exchange or exchange access, does Embarq plan to withdraw its tariffed 911 service offerings in Ohio?
- b. Based on Embarq's claim that 911 calls are neither telephone exchange or exchange access, does Embarq contend that its 911 service offerings are not subject to Commission jurisdiction?
- c. Does Embarq believe that access to 911 databases continues to be subject to Commission jurisdiction?
- d. Please explain Embarq's reasoning for why Intrado Comm's tariffed 911 service offerings should be treated differently than Embarq's tariffed 911 service offerings in Ohio.

Interrogatory 7:

- a. Please explain the trunking (type and configuration) used by Embarq today for inter-selective router trunking.

- b.** Please explain Embarq's understanding of the difference between inter-selective router trunking and dedicated 911 trunks.
- c.** Please explain, without switch specific data, any dial plans or switch route index translation processes required to support inter-selective router trunking.

Interrogatory 8:

- a.** Please describe Embarq's understanding of a configuration between competing emergency service providers who are operating within the same incumbent local exchange carrier franchise area.
- b.** Please describe Embarq's process for testing PSAP-to-PSAP transferred 911 calls when establishing interoperability with neighboring selective router providers.
- c.** For each PSAP with selective router-to-selective router interoperability in Embarq's territory, please submit evidence of the cooperative efforts of incumbent local exchange carriers and state and local governments.
- d.** How does Embarq inform the Commission of the establishment of interoperability agreements between carriers for the delivery of 911 calls to PSAPs?
- e.** Please explain how Embarq charges the PSAP for transfer of calls between "primary" and "secondary" providers, including trunking between "primary" and "secondary" providers.
- f.** Where Embarq's 911 calls from its end offices are sent to another provider's selective router, does Embarq terminate directly to that provider's point of interconnection?
- g.** In connection with your response to Interrogatory 8(f), where is the point of interconnection located?

Interrogatory 9: Please state whether Embarq has selective router-to-selective router connections with a 911 service provider other than an incumbent local exchange carrier.

Interrogatory 10: Has Embarq negotiated an interconnection agreement with a competitive local exchange carrier (“CLEC”) in Indiana for the types of 911 service and interconnection arrangements similar to those Intrado Comm seeks here?

Interrogatory 11: If Embarq’s response to Interrogatory 10 is in the affirmative, please respond to the following:

- a. Please explain the background of the negotiated agreement with the CLEC in Indiana, including whether state commission intervention was necessary for the CLEC to reach an agreement with Embarq.
 - i. Please indicate how long (*e.g.*, months, years, etc.) it took for the negotiated agreement to be reached between the CLEC and Embarq.
- b. Please explain how Embarq will charge PSAPs in Indiana for the transfer of calls in connection with the negotiated agreement.
- c. Does the arrangement with the CLEC in Indiana govern -both 911 wireline and 911 wireless calls?
- d. Is Embarq actively transferring 911 calls with the CLEC in Indiana today?
- e. Please indicate when Embarq filed the interconnection agreement with the Indiana Utility Regulatory Commission.
- f. Does the CLEC compete directly with Embarq in Indiana for emergency services, such as wireless 911?

- g.** Does Embarq maintain control over its 911 database in Indiana?
- h.** Is Embarq the “primary” or “secondary” provider for PSAPs in Indiana for those PSAPs also served by the CLEC?
- i.** Does the CLEC in Indiana have an interconnection agreement with Embarq for the exchange of non-emergency traffic?

Interrogatory 12:

- a.** Does Embarq plan to deny access to unbundled network elements (“UNEs”) to any provider who offers a next-generation 911 service?
- b.** Will Embarq amend its template interconnection agreement to reflect the restriction on next-generation 911 providers’ access to UNEs?
- c.** Where Intrado Comm is a “secondary” provider, will Embarq continue to deny Intrado Comm access to UNEs?

Interrogatory 13:

- a.** In the fixed Voice over Internet Protocol (“VoIP”) environment, does Embarq expect fixed VoIP service providers to sort their 911 calls and deliver the call to the appropriate Embarq selective router for Embarq’s termination to the PSAP?
- b.** Do VoIP service providers receive cost recovery for this sorting and delivery of their 911 calls to the Embarq selective router?

Interrogatory 14:

- a.** Does Embarq offer 911 service using 911 tandems having an onboard Selective Routing Data Base (“SRDB”)?
- b.** Does Embarq offer 911 service using 911 tandems having an offboard SRDB?

- c. Please identify the PSAPs or public safety entities to which Embarq has built-out IP infrastructure.

Interrogatory 15: What network transport configurations, database services, and processes does Embarq consider to be “E911” service as described in its Ohio tariff for 911 services?

CERTIFICATE OF SERVICE

The undersigned hereby acknowledges that a copy of the foregoing FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS was served by electronic mail and Federal Express this 14th day of May 2008 upon the following:



Angela F. Collins
Counsel to Intrado Communications Inc.

Joseph R. Stewart
Embarq
50 W. Broad Street
Suite 3600
Columbus, Ohio 43215-3485
joseph.r.stewart@embarq.com

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in

Case No(s). 07-1216-TP-ARB

Summary: Motion to Shorten the Time Period for Responding to Discovery and Request for Expedited Ruling electronically filed by Teresa Orahod on behalf of Intrado Communications Inc.