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September 18, 2017

J. L. Jarvis  
Chief Clerk  
North Carolina Utilities Commission  
430 N. Salisbury Street  
Raleigh, NC 27603 – 5918

**Re: Blue Ridge Electric Membership Corporation's Motion to Compel Discovery  
from Respondent Charter Communications Properties LLC, NCUC Docket No.  
EC-23, Sub 50**

Dear Ms. Jarvis:

Enclosed herewith, please find Blue Ridge Electric Membership Corporation's Motion to Compel Discovery from Respondent Charter Communications Properties LLC for filing on behalf of Blue Ridge Electric Membership Corporation in the above-referenced docket. Should you have any questions or comments, please do not hesitate to call me. Thank you in advance for your assistance and cooperation.

Regards,

/s Charlotte Mitchell

4815-1013-4589, v. 1

OFFICIAL COPY

Sep 18 2017

STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH

DOCKET NO. EC-23, SUB 50

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of:

BLUE RIDGE ELECTRIC  
MEMBERSHIP CORPORATION,  
Petitioner,

v.

CHARTER COMMUNICATIONS  
PROPERTIES LLC,  
Respondent.

BLUE RIDGE ELECTRIC  
MEMBERSHIP CORPORATION'S  
MOTION TO COMPEL DISCOVERY  
FROM RESPONDENT CHARTER  
COMMUNICATIONS PROPERTIES LLC

NOW COMES Petitioner, Blue Ridge Electric Membership Corporation ("BREMC"), pursuant to the Commission's Order Establishing Procedural Schedule entered on June 7, 2017, and moves the Commission for an order compelling Respondent, Charter Communications Properties LLC ("Charter") to respond to BREMC's First Set of Data Requests served on July 6, 2017. In support of this motion, BREMC shows the Commission, as follows:

1. BREMC filed this action on November 3, 2016, pursuant to N.C.G.S. § 62-350, asking the Commission to approve a rate and certain terms and conditions for use in connection with a new pole attachment agreement between BREMC and Charter.

2. On July 6, 2017, BREMC served its First Set of Data Requests to Charter (the "Data Requests"), attached hereto as Exhibit A.

3. Charter initially objected to the Data Requests, but on August 2, 2017, following multiple conferences between the parties (including telephone calls on July 13, 18, and 19),

Charter agreed to respond to the Data Requests, provided BREMC agreed to limit or modify them in certain respects. (A copy of the August 2, 2017, e-mail from Aaron George to Charlotte Mitchell confirming the parties' agreement is attached hereto as Exhibit B.)

4. Charter served its Responses to BREMC's Data Requests (the "Responses") on August 10, 2017, a copy of which is attached hereto as Exhibit C. Though Charter produced no more than 100 documents responsive to the Data Requests on August 11, 2017, Charter did not produce documents in response to the following requests but instead stated it would make documents and records responsive to these requests "available for inspection" at some unspecified time and place:

- Data Request No. 21 – Asking Charter to identify and produce documents showing the portions of BREMC's system on which Charter has performed "overlapping."
- Data Request No. 41 – Asking Charter to identify and produce documents sufficient to show the portions of BREMC's service territory to which Charter provides video, voice, internet, broadband, or other communications services.
- Data Request No. 43 – Asking Charter to identify the poles on BREMC's system for which Charter has received a permit to attach, and asking it to produce copies of these permits.
- Data Request No. 44 – Asking Charter to identify the number of "secondary poles" it has attached to on BREMC's system since 2008.
- Data Request No. 45 – Asking Charter to identify all poles other than secondary poles it has attached to on BREMC's system.
- Data Request No. 51 – Asking Charter to identify all poles, other than secondary poles, for which it has submitted applications to attach, and to produce copies of all such applications.

5. To date, Charter has failed to produce any documents in response to Data Requests Nos. 21, 41, 43, 44, 45, or 51, despite BREMC's repeated requests that it do so, and despite Charter's repeated promises that its production would be forthcoming.

- a. BREMC's counsel sent e-mails on August 18 and 24, 2017, asking Charter to state when it would make documents responsive to these requests available for inspection. (See E-mails from Charlotte Mitchel to Aaron George, dated August 18 and 24, 2017, attached as Exhibit D, at pp. 4-5.) Charter's counsel responded on August 24, 2017, that Charter would make documents available at its Lenoir office, but did not state when it would do so, and explained, "We are working to get a better understanding of what is there [in the Lenoir office] and what it will take to get everything in one place." (See E-mail from Aaron George to Charlotte Mitchel, dated August 24, 2017, attached as Exhibit D, at p. 5.)
- b. Counsel for the parties conferred by telephone on August 28, 2017. During this call, Charter's counsel indicated that Charter had records available for certain requests, but Charter's management had not yet authorized their production. Charter's counsel further committed to keep BREMC apprised of its progress collecting documents and records responsive to BREMC's other requests. (See E-mail from Charlotte Mitchell to Aaron George dated August 28, 2017, attached as Exhibit D, at pp. 3-4.)
- c. When Charter still failed to make any response by September 5, 2017, BREMC's counsel sent an e-mail, once again asking Charter to provide a date certain for the completion of its document production. (See E-mail from Matthew Tilley to Aaron George, dated September 5, 2017, attached as Exhibit D, at p. 3.) Charter responded the next day, promising that Charter would scan and produce documents responsive to BREMC's Data Requests instead of simply making them available. Charter's counsel further committed that "we will produce them [the

documents] next week”—*i.e.*, on or before Friday, September 15, 2017. (*See* E-mail from Aaron George to Matthew Tilley, dated September 6, 2017, attached as Exhibit D, at p. 3.)

6. Despite Charter’s promises that it would produce documents in response to BREMC’s Data Requests on or before September 15, 2017, it has failed or refused to do so. On September 15, 2017, after Charter failed to produce any documents, BREMC’s counsel sent an e-mail to Charter’s counsel, informing Charter that if it still did not produce its documents by the start of business today (September 17, 2017), BREMC would have to file a motion compel Charter to produce documents in response to the Data Requests. (*See* E-mail from Charlotte Mitchell to Aaron George, dated September 15, 2017, attached as Exhibit D, at p 1.) Charter, however, has responded in any way.

7. BREMC needs Charter to produce its documents in order to complete discovery, conduct depositions of Charter’s witnesses, and prepare its testimony in accordance with procedural schedule set by the Commission. The Commission’s Order Establishing Procedural Schedule requires that all discovery must be served by October 3, 2017, and requires BREMC to submit its pre-filed direct testimony on or before October 11, 2017.

8. The documents subject to Data Request Nos. 21, 41, 43, 44, 45, and 51 are central to the parties’ dispute, and accordingly, BREMC cannot conduct depositions of Charter’s witnesses or complete its pre-filed testimony unless or until Charter completes its production. In particular, BREMC asserts that Charter has made thousands of unauthorized attachments to BREMC’s system without seeking approval to do so. BREMC has asked the Commission to approve contractual provisions that would allow BREMC to recover assess fees and recover back-rent for such attachments. Charter, in its Answer and Counterclaims, has asserted that it a

new pole attachment agreement should only require Charter to pay back-rent when BREMC discovers Charter's unauthorized attachments, but should not require Charter to pay any fees or liquidated damages. (See Answer and Counterclaims, ¶¶ 48-51.) Data Request Nos. 43, 44, 45, and 51 ask Charter to (i) identify those poles on BREMC's system to which Charter has attached and (ii) produce copies of applications and permits for those attachments. BREMC suspects Charter has not produced documents in response to these requests because it does not have permits for many, if not most, of its attachments and does not want to admit those attachments are unauthorized.

9. As set forth above, BREMC has sought to confer with Charter to secure Charter's production but has been unable to secure Charter's compliance with its discovery obligations without the Commission's intervention.

WHEREFORE, BREMC requests that the Commission enter an order:

A. Compelling Charter to produce documents in response to Data Request Nos. 21, 41, 43, 44, 45, and 51, or confirm that Charter does not have any documents responsive to these requests; and

B. Grant BREMC such other and further relief as the Commission deems just and appropriate.

**[SIGNATURE APPEARS ON FOLLOWING PAGE]**

Respectfully submitted this, the 18th day of September, 2017.



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ATTORNEYS FOR BLUE RIDGE ELECTRIC MEMBERSHIP  
CORPORATION

# EXHIBIT A

STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH

DOCKET NO. EC-23, SUB 50

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of:

Blue Ridge Electric  
Membership Corporation,  
Petitioner

against

Charter Communications  
Properties LLC,  
Respondent.

BLUE RIDGE ELECTRIC  
MEMBERSHIP CORPORATION'S  
DATA REQUESTS TO  
CHARTER COMMUNICATIONS  
PROPERTIES, LLC  
(FIRST SET)

Pursuant to the North Carolina Utilities Commission's Order Establishing Procedural Schedule and Scheduling Hearing issued in the above-captioned docket on June 7, 2017, Blue Ridge Electric Membership Corporation ("BREMC") through its undersigned counsel, submits the following Data Requests to Charter Communications Properties, LLC.

**INSTRUCTIONS**

1. In answering these data requests, please furnish all information, documents and/or things that is/are known or available to you or subject to your reasonable inquiry, including information and things in possession, custody or control of any of your representatives, including without limitation your attorneys, accountants, advisors, agents, consultants, investigators or other persons directly or

indirectly employed by or connected with you and anyone else otherwise subject to your control.

2. In responding to these data requests, you must make a diligent search of your records and of other papers and materials in your possession or available to you or your representatives.

3. If a request has subparts, answer each part separately and in full, and do not limit your answer to the request as a whole. If a request cannot be answered in full, answer to the extent possible, specify the reason for your inability to answer the remainder, and state whatever information and knowledge you have regarding the unanswered portion.

4. If you claim a privilege as a ground for failing to answer any request, respond to that part of each such request that, in your view, does not call for allegedly privileged information or communications. If you deem any information, documents or things sought by these requests, or portion thereof, to be privileged or otherwise protected from discovery, describe the factual basis for your claim of privilege in sufficient detail to permit adjudication of the validity of that claim, including without limitation, the following:

- a. The identity, title, and job description of the transmitter of the information, document, or communication;
- b. The identity, title, and job description of the person(s) to whom the information, document, or communication was addressed;

- c. The identity, title, and job description of each person who has received or utilized the information, document, or communication;
  - d. The date (or your best approximation thereof) of the information, document or communication;
  - e. A brief description of the type of information, document, or communication;
  - f. A brief description of the subject matter of the information, document or communication; and
  - g. A brief reason why the information, document or communications is claimed to be privileged, protected, or subject to non-disclosure.
5. If you object to any data request set forth herein, state the grounds of the objection with sufficient specificity to permit determination of the basis for such objection.
6. If you cannot answer any of the data requests in full after exercising due diligence to secure the full information to do so, so state and answer to the extent possible, specifying your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion, and describing what you did in attempting to secure the unknown information.
7. For all data produced, you are to produce them in their native electronic format (e.g., all Microsoft Excel spreadsheets should be produced in Excel format).
8. Responsive documents and things shall be produced as kept in the ordinary course of business or shall be produced in a manner organized and labeled

to correspond with the categories in these requests for production. If any of the documents and things cannot be produced in full, produce to the extent possible, specifying the reason for the inability to produce the remainder. If there are no documents or things responsive to a particular request, state so in writing.

9. In the event that any document or thing called for by this request has been destroyed or discarded, that document is to be identified as follows:

- a. Each addressor and addressee;
- b. Each indicated or blind copy;
- c. The document's date, subject matter, number of pages, and attachments or appendices;
- d. All persons to whom the document was distributed, shown or explained;
- e. Its date of destruction or discard, manner of destruction or discard, and reason for destruction or discard; and
- f. The person who authorized such destruction or discard.

10. Unless stated otherwise in a particular request for production, you should produce all information, documents, or things originated or received by you, in whole or in part, from January 1, 2008 to present.

11. In interpreting these data and discovery requests, definitions and instructions: any masculine, feminine, or neutral term includes all genders; the singular includes the plural and the plural includes the singular; "or," "and," "and/or,"

and “including” shall be read inclusively rather than exclusively; words in the past tense include the present tense, and words in the present tense include the past tense.

12. These data requests shall be deemed continuing in nature, and you are required to provide supplemental answers if you obtain further or different information before the resolution of this matter.

### DEFINITIONS

1. The terms “you,” “your,” and “Charter” refer to Charter Communications Properties, LLC, Charter Communications Holding Company, LLC, Charter Communications and their predecessors and successors in interest, and to their agents, officers, employees, attorneys, accountants, consultants, investigators, representatives, or other entities or persons acting or purporting to act on its or their behalf.

2. “BREMC” and “Cooperative” refer to Blue Ridge Electric Membership Corporation to its agents, officers, employees, attorneys, accountants, consultants, investigators, representatives, or other persons acting or purporting to act on its behalf.

3. The words “document” and “documents” are used in the broadest possible sense and refer, without limitation, to all written, printed, typed, photostatic, photographed, recorded, or otherwise reproduced communications or representations of every kind and description, whether comprised of letters, words, numbers, pictures, sounds, or symbols, or any combination thereof, whether prepared by hand or by mechanical, electronic magnetic, photographic, or other

means, as well as audio or video recordings of communications, oral statements, conversations, or events. This definition includes, but is not limited to, any and all originals and non-identical copies of any and all of the following: correspondence, e-mails, notes, minutes, records, messages, memoranda, telephone memoranda, diaries, contracts, agreements, invoices, orders, acknowledgements, receipts, bills, statements, appraisals, reports, forecasts, compilations, schedules, studies, summaries, analyses, pamphlets, brochures, advertisements, newspaper clippings, tables, tabulations, financial statements, working papers, tallies, maps, drawings, diagrams, sketches, x-rays, charts, labels, packaging materials, plans, photographs, pictures, film, microfilm, computer-stored or computer-readable data, computer programs, computer printouts, telegrams, telexes, telefacsimiles, tapes, transcripts, recordings, and all other sources or formats from which data, information, or communications can be obtained. Any preliminary versions, drafts, or revisions of any of the foregoing, any document which has or contains any attachment, enclosure, comment, notation, addition, insertion, or marking of any kind which is not a part of another document, or any document which does not contain a comment, notation, addition, insertion, or marking of any kind which is part of another document, is to be considered a separate document.

4. “Communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person or thing.

5. “Relate to,” “related to,” and “relating to” mean comprising, mentioning or describing, containing, enumerating, involving or in any way concerning, pertaining or referring to, being connected with, reflecting upon or resulting from, in whole or in part, directly or indirectly, the stated subject matter.

6. “Person” means any natural person or any entity, including, but not limited to, sole proprietorships, partnerships, corporations, associations, joint ventures, firm, business enterprise, governmental or quasi-governmental body or agency, and any other legally recognized entity of any description whatsoever, and includes both the singular and the plural.

7. To “identify” a person, state with respect to each such person:

a. The full name and, in the case of entities other than natural persons, the nature of the entity (*e.g.*, corporation, partnership, etc.);

b. The last known residential address, residential phone number, business address, business phone number, and cellular telephone number;

c. The company or business affiliation at the date of the matter referred to;

d. The title and duties in the company or business with which the person was affiliated; and

e. The person’s current company or business affiliation.

8. To “identify” or “describe” a document, means to state:

a. The name, address, telephone number, occupation, job title, and employer of the present or last known custodian of the document; and

- b. The circumstances of the creation of the document, including the title of the document, identification of each person creating or receiving the document, the date of creation, the signer(s) of the document, the intended recipient of the document, and the type of document, or attach an accurate copy of the document to your answer, appropriately labeled to correspond to the request.
9. To “identify” or “describe” a communication means to state:
- a. The date, type, manner, and location of the communication;
  - b. The identity of all parties to the communication;
  - c. The substance of the communication; and
  - d. A description of any documents relating to the communication.
10. To “identify” or “describe” a fact, event, or action means to state:
- a. Complete and full details concerning such fact, event, or action, including the date, time and place;
  - b. The identity of all persons, and a description of all documents and communications, that reflect, refer, relate, evidence, or pertain in any way to such fact, event, or action.
11. To “state the factual basis” for a response, contention, allegation, claim, or statement, means to state each and every fact that you contend supports that response, contention, allegation, claim, or statement, including the basis and source of your knowledge of each fact; the identity of every person having knowledge

of each fact; the identity of each document relating to each fact; and the identity of each communication relating to each fact.

12. “Attachment” means any facility, equipment, or item placed directly on a utility pole, including but not limited to wires, cables, or other appurtenant equipment.

13. “Overlash,” “overlashed,” or “overlashing” means to place an additional wire or cable onto an existing attachment.

14. “Permit” means written, electronic, or other authorization of the Cooperative to a person to make, or maintain, attachments to specific poles.

15. “Pole” means a utility pole used for the distribution or transmission of electricity that is capable of supporting third-party communications attachments.

#### **DATA REQUESTS**

1. Identify and produce an organization chart depicting the corporate structure of Charter, its parents, subsidiaries and affiliates, both prior to and subsequent to the merger with Time Warner Cable.

2. For each year from 2008 to present, identify the department or division within Charter, its parent, subsidiaries or affiliates, as well as the individual, that have been responsible since 2008 and will be responsible going forward for the design, construction, inspection and maintenance of attachments to BREMC’s poles.

3. Identify and produce copies of all currently-effective pole attachment agreements to which Charter has entered into since 2008, including any

amendments thereto, with respect to its service footprint in North Carolina, South Carolina, Georgia, Alabama, Tennessee, and Virginia.

4. Identify all judicial or regulatory proceedings in North Carolina, South Carolina, Georgia, Alabama, Tennessee, and Virginia involving Charter's aerial facilities and/or pole attachment rates, terms and conditions from 2008 to the present—at a minimum, identify the jurisdiction, case name, case number, and all parties involved—and produce all copies of all pleadings and testimony filed by or against Charter in such proceedings.

5. Identify the annual pole attachment rental rate that Charter or its parent, subsidiaries or affiliated entities has paid and currently pays to attach to the poles of every pole owner with which Charter has a pole attachment agreement with respect to its service footprint in North Carolina, South Carolina, Georgia, Alabama Tennessee, and Virginia and the formula used to calculate the annual rental rate, for each year since 2008.

6. Identify and produce copies of any economic or other analysis undertaken by Charter or its parent, subsidiaries or affiliated entities for planned and/or installed new facilities which compares the economics of aerial versus buried (a) initial costs and (b) total service life costs, for deployment of new facilities in North Carolina and nationwide, from 2008 to the present. If such information and documentation are not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

7. Identify the number and location of poles used for the distribution of communications services that are owned by Charter in North Carolina and nationwide. If such information and documentation are not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

8. Produce all documents showing Charter's or its parent's, subsidiaries' or affiliated entities' engineering and construction practices for aerial plant construction (both cable and wire) that are applicable in North Carolina.

9. Produce a copy of all of Charter's or its parent's, subsidiaries' or affiliated entities' engineering design standards, including sag tables and wind loading and ice loading analysis, for aerial cable construction that are applicable in North Carolina.

10. Produce a copy of Charter's or its parent's, subsidiaries' or affiliated entities' outside plant engineering planning guidelines that are applicable in North Carolina.

11. Produce all safety standards, plans, procedures, and agreements followed or used by Charter or any parent, subsidiary or affiliate of Charter in the completion of any safety inspection of Charter's facilities and attachments that are applicable in North Carolina.

12. Identify each attachment audit or inventory of poles with Charter's or its parent's, subsidiaries' or affiliated entities' attachments in North Carolina that was conducted or is currently being conducted by any pole owner or another person

acting on that pole owner's behalf, from 2008 to the present, and produce all documents related to each such audit or inventory, including communications, documents reflecting the methodology used for each audit or inventory, records created during the course of each audit or inventory, and documents reflecting the results of each audit or inventory.

13. Identify each pole attachment safety inspection of poles with Charter's or its parent's, subsidiaries' or affiliated entities' attachments in North Carolina that was conducted or is currently being conducted by any pole owner or another person acting on that pole owner's behalf, from 2008 to the present, to ensure compliance with the NESC or other safety standards, and produce all documents related to each such safety inspection, including communications, documents reflecting the methodology used for each inspection, records created during the course of each inspection, and documents reflecting the results of each inspection.

14. Identify Charter's attachments to the Cooperative's poles made from 2008 to the present, which were attached after Charter or someone acting at Charter's direction performed engineering to ensure compliance with the NESC, including NESC wind and ice loading standards.

15. Produce all documents which reflect the Charter inspection program for its attachments to BREMC poles, including the method of initial inspection and time of each initial inspection, how often it inspects its lines and facilities after installation, the items inspected, and the standards to which the inspections are

performed and how Charter inspects construction once completed to ensure compliance with the NESC.

16. Produce all documents evidencing pole attachment construction standards or design specifications which:

- a. have been developed by or on behalf of Charter or any parent, subsidiary or affiliate of Charter; and
- b. are currently required of Charter or any parent, subsidiary or affiliate of Charter by any pole owner in North Carolina.

17. Identify every licensed professional engineer employed by or who works on behalf of Charter, or any parent, subsidiary or affiliate of Charter, with respect to North Carolina, along with a detailed description of his/her responsibilities. Additionally, identify by name and title each professional engineer who designs the Charter new construction, including overlashing, and who is responsible for the inspection of all completed construction and overlashing.

18. Identify the training, and provide related documentation, received by Charter employees and the employees of parent, subsidiary or affiliate of Charter, in the requirements and specifications of the NESC, the National Electrical Code, the North Carolina Department of Transportation, the Occupational Safety and Health Act, the Rural Utilities Service, the Society of Cable Television Engineer's Recommended Practices for Coaxial Cable Construction and Testing and for Optical Fiber Cable Construction, and the design and operational standards developed by the Cooperative.

19. Identify all vendors or contractors or subcontractors hired by Charter to install, maintain, inventory or service in any manner Charter's attachments to the Cooperative's poles from 2008 to the present and produce copies of all agreements or contracts between Charter and such vendors and contractors.

20. For the vendors and contractors or subcontractors hired by Charter to install, maintain, inventory or service in any manner Charter's attachments to the Cooperative's poles:

- a. Identify the training such vendors and contractors receive in the requirements and specifications of the NESC, the National Electrical Code, the North Carolina Department of Transportation, the Occupational Safety and Health Act, the Rural Utilities Service, the Society of Cable Television Engineer's Recommended Practices for Coaxial Cable Construction and Testing and for Optical Fiber Cable Construction, and the design and operational standards developed by the Cooperative;
- b. Provide documentation from each such training course; and
- c. Provide verification that each such vendor or contractor has received such training.

21. Identify and produce documents sufficient to show the linear feet of Charter facilities installed in the Cooperative's service area, in North Carolina and nationwide that have been overlashed. Identify the linear feet of Charter facilities that have one, two, three, four, five, and more cables overlashed in the same bundle.

If such information and documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

22. Identify, and produce documents sufficient to demonstrate, each instance from 2008 to the present that Charter and/or another person acting on Charter's behalf has performed a loading analysis of BREMC's pole(s) on which Charter has installed attachments, including the pole(s) analyzed, the reason for the analysis (i.e. whether for overlashing or other attachments made by Charter or by another person), type of analysis performed and the program or software used to perform each analysis, the inputs used for each analysis, the equipment used for each analysis, the cost of performing each analysis, the results of each analysis, and communications related to the analysis.

23. Identify and produce every analysis performed by Charter, or any parent, subsidiary or affiliate of Charter, or on their behalf, analyzing the impact of overlashing on the wind and ice load of utility poles.

24. Identify every instance in which Charter has postponed overlashing, or decided not to overlash, existing Charter facilities on BREMC's poles because of preexisting NESC safety violations.

25. Identify each instance since 2008 that Charter obtained a statement or opinion from a professional engineer regarding Charter's attachments to BREMC's poles, and produce such statement or opinion.

26. Identify Charter's procedures for handling "downed-line" calls and specify how such procedures differ from routine customer service calls. Include all procedural documentation and special "downed line" call training materials.

27. Provide the specific location and number of personnel on call 24/7 in the BREMC service territory and the specific protocols and training documentation demonstrating how Charter dispatches staff to respond to an emergency call, including a "downed-line" call.

28. Identify each occurrence in which Charter's or its parent's, subsidiaries' or affiliated entities' aerial facilities in North Carolina have come into contact with vehicular traffic, bicycles or pedestrians from 2008 to the present, and for each such occurrence, please provide the following:

- a. The date of each occurrence;
- b. The location of the occurrence;
- c. Any damage to Charter's facilities as a result of the contact;
- d. Any remedial work performed by Charter after the occurrence;
- e. Any damage to the vehicles or injuries to the vehicle's driver and passengers, bicyclists or pedestrians as a result of the contact; and
- f. Any other damage or injuries as a result of the contact.

29. Identify, and produce documents sufficient to show, the total revenues received by Charter from customers for the provision of its video, voice, Internet access, broadband and other communications services in BREMC's service area, in North Carolina and nationwide for each year since 2008. If such information and

documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

30. Identify, and produce documents sufficient to show the total expenses incurred by Charter to provide its video, voice, Internet access, broadband and other communications services in BREMC's service area, in North Carolina and nationwide for each year since 2008. If such information and documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

31. Identify, and produce documents sufficient to show the total number of customers receiving each of Charter's video, voice, Internet access, broadband and other communications services in BREMC's service area, in North Carolina and nationwide for each year since 2008. If such information and documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

32. Identify, and produce documents sufficient to show, the average monthly bill per Charter customer in BREMC's service area, in North Carolina and nationwide for each year since 2008. If such information and documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

33. Identify, and produce documents sufficient to show, the average monthly revenue collected per Charter customer in BREMC's service area, in North Carolina and nationwide for each year since 2008. If such information and

documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

34. Produce all operating budgets, financial projections, profitability estimates and related financial documents from 2008 to the present for Charter's video, voice, Internet access, broadband and other operations in the state of North Carolina and nationwide.

35. Provide a complete set of financial statements from 2008 to the present regarding Charter's video, voice, Internet access, broadband and other operations in the state of North Carolina and nationwide, including, but not limited to, consolidated financial statements, profit and loss statements, net worth statements, cash flow statements and related financial statements.

36. Specify the housing density threshold below which Charter does not or will not provide service in BREMC service area, in North Carolina and nationwide along with documentation sufficient to show Charter's policy regarding its service density.

37. Identify, and produce documents sufficient to show, the average number of homes passed per mile by Charter's video, voice, Internet, broadband, or other communications service in North Carolina and nationwide for each year since 2008. If such information and documentation is not available for North Carolina as a whole, then provide for every area in North Carolina for which it is available.

38. Provide customer counts within the zip codes served by Charter in BREMC's service territory and elsewhere in North Carolina.

39. Provide Form 10K and all other financial reports and filings publicly filed with the U.S. Securities and Exchange Commission.

40. Provide annual shareholder reports from 2008 forward.

41. For each Charter franchise area that includes some portion of the service territory of the Cooperative, produce documents sufficient to explain to which portions of such franchise Charter offers video, voice, Internet, broadband, or other communications service, and to which portions Charter does not.

42. Produce all documents that identify any consideration, analysis, plans, and/or decision by Charter to extend the reach of its video, voice, Internet, broadband, or other communications service to areas unserved by Charter, including all communications and any documents prepared on behalf of or submitted to Charter by another person.

43. Identify every BREMC pole to which Charter has received a permit or other authorization from BREMC to attach and produce a copy of all such permits or other authorizations received from BREMC.

44. Identify the number of BREMC Secondary Poles to which Charter has installed new attachments since 2008.

45. Identify every BREMC pole besides Secondary Poles to which Charter has installed new attachments since 2008.

46. Identify what Charter understands to be the “electrical supply space” on BREMC’s poles.

47. Provide a copy of any and all specifications provided to construction personnel and contractors and inspectors, including the specific clearance Charter requires between the BREMC “supply space” and Charter’s “communications space” with specifics on what Charter assumes is the BREMC “supply space.”

48. Identify what Charter believes is the length of the uppermost portion of the pole allocated to BREMC in feet and inches.

49. Identify what Charter believes is the minimum “communication worker safety zone space” in inches from each voltage line on the BREMC system upon which Charter attaches its facilities.

50. Provide all documentation which Charter provides to its construction employees and construction contractors which specifies the location in which the Charter facilities must be installed on a BREMC pole.

51. Identify every BREMC pole besides Secondary Poles for which Charter has requested a permit or other authorization from BREMC to attach since 2008, and produce a copy of such requests.

52. Identify each expert witness Charter intends to use in this case and his/her claimed subject matter expertise, and for each of the experts identified, specify the nature of the testimony the expert will be providing, and produce all documents related to the expert’s testimony in this proceeding, including the expert’s resume or curriculum vitae (listing, among other information, all prior testimony provided by the expert), contracts between the expert and Charter, documents provided to the expert by Charter or another person acting on its behalf,

and documents on which the expert intends to rely upon, and/or actually relies upon, in developing the expert's testimony.

53. Identify all persons providing information contained in the answers to each of these data requests.

54. Identify the name, title and contact information for all former and current Charter personnel who are responsible for pole attachments, calculating pole attachment rates and/or the administration of pole attachment agreements in North Carolina.

55. Identify the name, title and contact information for all former and current Charter personnel who are responsible for the design, construction installation and maintenance of any attachment by Charter to BREMC poles.

56. Identify the name, title and contact information for all former and current Charter personnel involved in any negotiations related to a pole attachment license agreement between Charter and BREMC, on behalf of Charter, from 2011 and forward.

57. Describe all communications and produce all documents from 2011 and forward, including but not limited to drafts, related to the negotiation of a pole attachment licensee agreement between Charter and BREMC.

58. Produce all unredacted deposition transcripts and pre-filed testimony of Time Warner Cable deponents/witnesses from the proceedings on-going in NCUC Docket Nos. EC-43, Sub 88; EC-49, Sub 55; EC-55, Sub 70 and EC-39, Sub 44.

59. Produce all documents you intend to present at any trial or evidentiary hearing in this proceeding.

Submitted this the 6<sup>th</sup> day of July, 2017.

/s Charlotte A. Mitchell  
NC Bar # 34106  
Law Office of Charlotte Mitchell, PLLC  
PO Box 26212  
Raleigh, North Carolina 27611  
(919) 260-9901  
[cmitchell@lawofficecm.com](mailto:cmitchell@lawofficecm.com)

/s Debbie W. Harden  
NC Bar # 10576  
Womble Carlyle Sandridge & Rice LLP  
One Wells Fargo Center  
Suite 3500, 301 South College Street  
Charlotte, North Carolina 28202  
(704)- 331-4943  
[dharden@wcsr.com](mailto:dharden@wcsr.com)

ATTORNEYS FOR BLUE RIDGE ELECTRIC  
MEMBERSHIP CORPORATION

# EXHIBIT B

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**From:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>  
**Date:** August 2, 2017 at 10:11:02 AM EDT  
**To:** Charlotte Mitchell <[cmitchell@lawofficecm.com](mailto:cmitchell@lawofficecm.com)>, Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>, "[dharden@wcsr.com](mailto:dharden@wcsr.com)" <[dharden@wcsr.com](mailto:dharden@wcsr.com)>  
**Cc:** Gardner Gillespie <[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>, "'Marcus W. Trathen ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com))'" ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com))" <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** RE: BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

Confirmed. Thank you Charlotte.

Aaron George |  
**SheppardMullin** | Washington  
202.747.2196 | ext. 22196

---

**From:** Charlotte Mitchell [<mailto:cmitchell@lawofficecm.com>]  
**Sent:** Tuesday, August 1, 2017 7:18 PM  
**To:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>; [dharden@wcsr.com](mailto:dharden@wcsr.com)  
**Cc:** Gardner Gillespie <[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>; 'Marcus W. Trathen ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com))'" ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)) <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** RE: BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

Aaron:

Your revisions are acceptable to BREMC, given the clarification provided in your email. I believe that, at this point, we have reached agreement. The clean version of the agreement is attached to this email. Please confirm Charter's acceptance of the agreement.

Thank you,

Charlotte

---

**From:** Aaron George [<mailto:ageorge@sheppardmullin.com>]  
**Sent:** Tuesday, August 01, 2017 2:11 PM  
**To:** Charlotte Mitchell <[cmitchell@lawofficecm.com](mailto:cmitchell@lawofficecm.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>; [dharden@wcsr.com](mailto:dharden@wcsr.com)  
**Cc:** Gardner Gillespie <[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>; 'Marcus W. Trathen (MTRATHEN@brookspierce.com)' (MTRATHEN@brookspierce.com) <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** RE: BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

Thank you Charlotte.

Your clarifications are fine and we have accepted them on the attached version.

As for BREMC Requests 3 and 5, we have modified the language you proposed to reflect Charter's understanding of the agreement. Specifically, for Request 3, we have deleted the penultimate sentence. We did not discuss this specifically yesterday and I do not understand what it is intended to address. Nor is it necessary, as neither party has waived the right to issue additional data requests (up to the 75 request limit) or pursue motions practice related to the sufficiency of discovery responses.

As for BREMC Request 5, my notes reflect that we had previously agreed to limit this request to Charter only, except that we would provide the relevant information for TWC Southeast that was produced in the other dockets. I have rephrased the agreement accordingly.

Please let me know as soon as possible if we have agreement on these items, given tomorrow's deadline for filing objections.

-Aaron

Aaron George |  
SheppardMullin | Washington  
202.747.2196 | ext. 22196

---

**From:** Charlotte Mitchell [<mailto:cmitchell@lawofficecm.com>]  
**Sent:** Tuesday, August 1, 2017 10:44 AM  
**To:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>; [dharden@wcsr.com](mailto:dharden@wcsr.com)  
**Cc:** Gardner Gillespie <[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>; 'Marcus W. Trathen (MTRATHEN@brookspierce.com)' (MTRATHEN@brookspierce.com) <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** RE: BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

Aaron:

Charter's revisions are acceptable to BREMC, with a few minor clarifications, which are attached. Additionally, following up on our call yesterday afternoon, I have taken a shot at reducing the agreement on BREMC DR1-3 and 1-5 to Charter to writing. Please review and let me know whether I have missed anything.

Thank you,

Charlotte

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**From:** Aaron George [<mailto:ageorge@sheppardmullin.com>]  
**Sent:** Monday, July 31, 2017 3:25 PM  
**To:** Charlotte Mitchell <[cmitchell@lawofficecm.com](mailto:cmitchell@lawofficecm.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>;  
[dharden@wcsr.com](mailto:dharden@wcsr.com)  
**Cc:** Gardner Gillespie <[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>; 'Marcus W. Trathen  
([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com))' ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)) <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** RE: BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

Thank you Charlotte. BREMC's revisions are generally acceptable to Charter, subject to a few additional clarifications. Additionally, we have moved the notes related to BREMC's Requests 1 and 28 to the bulleted list based on your responses to our open questions on those items. (We have confirmed Charter is not self-insured, and thus believe we now have agreement on Request 28).

The attached version accepts the changes in the version you sent and adds our clarifications/modifications in track changes. Please let us know if you have any further comments.

Regards,  
-Aaron

Aaron George |  
**SheppardMullin** | Washington  
202.747.2196 | ext. 22196

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**From:** Charlotte Mitchell [<mailto:cmitchell@lawofficecm.com>]  
**Sent:** Sunday, July 30, 2017 8:58 PM  
**To:** Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>; [dharden@wcsr.com](mailto:dharden@wcsr.com)  
**Cc:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Gardner Gillespie  
<[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>; 'Marcus W. Trathen ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com))'  
([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)) <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** RE: BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

All:

Debbie and I have reviewed Carrie's email. For ease, BREMC's revisions are reflected in the attached document in track changes.

Please review and let us know your comments.

Thank you,

Charlotte

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**From:** Carrie Ross [<mailto:CRoss@sheppardmullin.com>]  
**Sent:** Monday, July 24, 2017 9:40 AM  
**To:** [dharden@wcsr.com](mailto:dharden@wcsr.com); Charlotte Mitchell <[cmitchell@lawofficecm.com](mailto:cmitchell@lawofficecm.com)>  
**Cc:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Gardner Gillespie  
<[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>; 'Marcus W. Trathen ([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com))'  
([MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)) <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>  
**Subject:** BREMC v Charter, Docket No. EC-23, Sub 50 Data Requests

Debbie & Charlotte,

Thank you for speaking with us on July 13, 18, and 19, 2017, in a good faith effort to resolve certain objections related to Charter's data requests to BREMC and certain objections related to BREMC's data requests to Charter. To facilitate discovery and narrow the issues the Commission must resolve, this email confirms our understanding of the data requests not in dispute, those that remain in dispute and on what basis, and the commitments each party made during our conference.

To the extent any of these requests require the production of "all" documents or "every" document related to the requested information, we agreed that each party shall undertake a good faith effort to identify appropriate custodians and to search the physical and electronic records of those custodians in a reasonable manner (including by using appropriate email search terms). We also agreed to limit each request, where specifically noted below, to documents sufficient to show the requested information. The parties have committed to following up should questions arise about the extent of the search or the terms used, and to discuss on a case by case basis if the burden of a search for documents according to this understanding becomes untenable.

The parties mutually reserved their standard attorney-client, attorney work-product, and other applicable privileges. And the parties committed to producing a privilege log of any documents and communications withheld due to privilege, at an appropriate time, with the understanding the log would not record communications after the commencement of litigation.

### **Charter's Requests to BREMC**

BREMC did not object to Charter's data requests numbers 4, 6-14, 16, 22-25, 29-30, 32, 37-38, 41-42.

Additionally, BREMC did not object to the following requests, subject to the limitations we agreed upon:

- Request 1: BREMC agreed to provide the information requested subject to removal of the phrase "or sought to charge" from the written request.
- Request 2: BREMC agreed to provide documents sufficient to show pole attachment rates the Cooperative has charged or collected from January 1, 2015 to present, including documents showing any calculations, computations and/or analyses of such pole attachment rates, and back-up or supporting rate calculations.
- Request 3: BREMC agreed to provide documents sufficient to show pole attachment rate calculations or methodologies "actually charged or collected."
- Request 5: BREMC agreed to produce documents down to the general ledger, and Charter reserved the right to request further information as deemed necessary.
- Request 15: We agreed to limit this request to the identity of all persons with supervisory roles or responsibility in the negotiation of a new pole attachment agreement with the Cooperative and Charter.
- Request 17: We agreed to limit this request to documents and communications related to agreements between the Cooperative and Charter.
- Request 18: We agreed to limit this request to the identity all persons with supervisory roles or responsibility related to the requested information.
- Requests 21, 34, 36: We agreed to limit this request to documents sufficient to show the requested information.
- Request 26: We agreed to limit this request to documents related to the most recent audit or inventory of attachments to the Cooperative's poles.
- Requests 27-28, 31: We agreed to read the requests as related to the 2008 Pole Attachment Agreement.
- Request 33: We agreed to abide by the federal rules regarding disclosure of expert witness documents and materials.
- Request 35: We agreed to limit this request to information from November 2011 and going forward.

Requests 19-20: Charter's notes do not reflect an agreement reached as to these two requests—do your notes suggest otherwise? My notes indicated that we discussed limiting these requests to Cooperative poles to which Charter is attached provided BREMC agreed to limit its Request No. 28 to incidents that rise to the level of claims from Charter's attachments in the Western North Carolina market area. Agreement regarding Request No. 28 is also still unsettled (see below).

Charter agreed to withdraw requests 39-40 based on BREMC's commitment to provide all documents they intend to present or rely upon at trial or any evidentiary hearing in these proceedings.

**BREMC's Requests to Charter:**

Charter did not object to BREMC's data requests numbers 15, 20-21, 41, 46, 48-49, 53, 59

Additionally, Charter does not object to the following requests, subject to the limitations we agreed upon:

- Request 2: We agreed to limiting the request to those that have responsibility for attachments to BREMC's poles going back to November 2011.
- Request 4: We agreed to limit the request to judicial or regulatory proceedings in North Carolina, South Carolina, Tennessee, and Virginia involving Charter's pole attachment rates, terms and conditions from November 2011 to the present.
- Requests 6, 42: We agreed to limit the request to current analyses applicable to BREMC's service area.
- Request 7: We agreed to limit the request to the Western North Carolina market area
- Requests 8-11, 16(a), 26-27, 47: We agreed to limit these requests to documents sufficient to show the standards that are currently applicable to BREMC's service area, and if those standards differ from the pre-merger standard, we will provide the pre-merger standard as well.
- Requests 12-14, 19, 22, 24-25, 39-40, 43-45, 51, 55: We agreed to limit these requests from November 2011 to the present.
- Request 16(b): We agreed to limit this request to the standards provided in Charter's NC pole attachment agreements.
- Request 17-18: We agreed to limit this request to those with responsibility for attachments in BREMC's service area, and if the information differs from pre-merger, we will provide the pre-merger information as well.
- Requests 23, 50: We agreed to limit these to information reasonable to show the requested information as applicable to BREMC's service area since November 2011
- Request 36: We agreed to limit the request to the housing density threshold in BREMC's service area and documents sufficient to show Charter's policy applicable to the area that includes BREMC's service area.
- Requests 37-38, 54: We agreed to limit the requests to BREMC's service area.
- Request 52: We agreed to abide by the federal rules regarding disclosure of expert witness documents and materials.
- Requests 56-57: We agreed to limit the requests to January 1, 2014 through November 2016.
- Request 58: We agreed to limit the request to transcripts and pre-filed testimony of those persons who provided testimony on a statewide basis or in areas that include BREMC's service area.

BREMC agreed to withdraw Requests 29-35.

Request 1: Charter's notes do not reflect that the parties reached agreement on this request, please let us know if your notes reflect otherwise. My notes indicated that we discussed limiting this request to an organizational chart that shows the structure of operations where applicable to BREMC service area pre-merger and post-merger.

Request 28: Charter's notes do not reflect that the parties reached agreement on this request, please let us know if your notes reflect otherwise. We discussed limiting this request to Western North Carolina incidents involving Charter's attachments subject to an insurance claim or cause of action. Charter must first confirm whether or not it is self-insured.

The parties were not able to resolve Charter's objections to Requests 3 and 5.

Best Regards,  
Carrie

Carrie A. Ross  
202.747.2312 | direct  
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[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com) | [Bio](#)

### **SheppardMullin**

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**Attention:** This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

# EXHIBIT C

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

DOCKET NO. EC-23, SUB 50

BLUE RIDGE ELECTRIC	)	
MEMBERSHIP CORPORATION	)	
Petitioner,	)	<b>CHARTER COMMUNICATIONS</b>
	)	<b>PROPERTIES LLC’S</b>
v.	)	<b>RESPONSES TO BLUE RIDGE</b>
	)	<b>ELECTRIC MEMBERSHIP</b>
CHARTER COMMUNICATIONS	)	<b>CORPORATION’S FIRST SET</b>
PROPERTIES LLC,	)	<b>OF DATA REQUESTS</b>
	)	
Respondent.	)	

Pursuant to the Commission’s June 7, 2017 Order Establishing Procedural Schedule and the parties’ agreement to extend the time for meet and confer, objections, and responses, Charter Communications Properties LLC (“Charter”), by and through its undersigned counsel, responds to Blue Ridge Electric Membership Corporation’s (“BREMCS”) first set of data requests (“Requests”) served on July 6, 2017, as follows:

**PRELIMINARY STATEMENT**

Charter incorporates herein by reference, and responds to the Requests (“Responses”) to the extent consistent with, the limitations agreed upon in the parties’ conferences on July 13, 18, and 19, 2017, as confirmed by email on August 2, 2017. By agreeing to search for and produce certain documents and information, Charter is not admitting that such documents in fact exist or that such information is within its present knowledge. Charter reserves the right to use documents discovered after the date of its Responses, which are now known but whose relevance, significance, or applicability has not yet been ascertained.

Furthermore, Charter's Responses are made without in any way intending to waive or waiving, but, on the contrary, intending to preserve and preserving:

1. The right to assert the attorney-client privilege, the common interest privilege, the work-product doctrine, and/or any other privilege or protective doctrine. Any inadvertent production of privileged or protected documents shall not constitute a waiver, in whole or in part, of any such privilege. Any document subject to a privilege or protection, if inadvertently produced, shall be returned by BREMC immediately. BREMC shall not use in any manner whatsoever any information derived solely from any inadvertently produced privileged or protected documents.

2. The right to designate documents containing information regarding trade secrets, confidential and/or proprietary business information, and/or information subject to confidentiality agreements with non-parties as confidential or highly confidential, and to produce such documents subject to the parties' Non-Disclosure Agreement and any protective order entered in this matter.

3. The right to question or object to the authenticity, foundation, relevancy, materiality, privilege, and admissibility of the documents produced in response to the Requests in any subsequent proceeding in, or the trial of, this or any other action.

4. The right to object to the use of the documents produced in response to the Requests in any subsequent proceeding in, or the trial of, this or any other action on any grounds.

5. The right to object to the introduction of the Responses into evidence.

6. The right to object on any ground at any time to other discovery involving the subject matter of these Requests or the Responses to these Requests.

7. The right to produce documents on a rolling basis given the breadth of the Requests, and to supplement its Responses and to produce additional documents, consistent with the Commission's rules and the Scheduling Order entered in this matter, should it discover further responsive documents after the date of its Response to BREMC's Requests.

### **RESPONSES TO REQUESTS**

Incorporating the foregoing Preliminary Statement and Objections into each of the following responses, Charter responds to BREMC's requests as follows:

#### **Request No. 1:**

Identify and produce an organization chart depicting the corporate structure of Charter, its parents, subsidiaries and affiliates, both prior to and subsequent to the merger with Time Warner Cable.

#### **RESPONSE:**

Both pre- and post-merger, Charter Communications Properties LLC and its affiliates have served municipalities and counties in BREMC's service area. Prior to a post-merger internal reorganization in September 2016, Charter Communications Properties LLC and its affiliates operated in areas that include BREMC's service area as part of Charter's South Region. As of September 2016, Charter Communications Properties LLC and its affiliates operate in areas that include BREMC's service area as part of Charter's Carolina Region, specifically the Western North Carolina Market Area. Charter Communications Properties LLC has authority to execute a pole attachment agreement with BREMC that would apply to all of Charter's attachments to BREMC poles.

**Request No. 2:**

For each year from 2008 to present, identify the department or division within Charter, its parent, subsidiaries or affiliates, as well as the individual, that have been responsible since 2008 and will be responsible going forward for the design, construction, inspection and maintenance of attachments to BREMC's poles.

**RESPONSE:**

Personnel in Charter's Carolina Region and, specifically, its Western North Carolina Market Area, have responsibility for attachments to BREMC's poles. Before September 2016, Ronnie McWhorter served as Construction Manager for the areas that include BREMC's service area. As of September 2016, Nestor Martin, Senior Director of Construction, now serves in the role of overseeing construction operations in the area that includes BREMC's service area. Micheal Mullins is a Construction Supervisor for Charter in the areas that include BREMC's service area, and has been responsible for design and construction of attachments to BREMC's mainline poles since at least November 2011 to the present. Jeff Hutchinson is the Maintenance Manager for areas that include Charter's attachments to BREMC's poles, and has served in this role since at least November 2011.

**Request No. 3:**

Identify and produce copies of all currently-effective pole attachment agreements to which Charter has entered into since 2008, including any amendments thereto, with respect to its service footprint in North Carolina, South Carolina, Georgia, Alabama, Tennessee, and Virginia.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 4:**

Identify all judicial or regulatory proceedings in North Carolina, South Carolina, Georgia, Alabama, Tennessee, and Virginia involving Charter's aerial facilities and/or pole attachment rates, terms and conditions from 2008 to the present—at a minimum, identify the jurisdiction, case name, case number, and all parties involved—and produce all copies of all pleadings and testimony filed by or against Charter in such proceedings.

**RESPONSE:**

After a diligent search, Charter has not identified any judicial or regulatory proceedings involving Charter's pole attachment rates, terms and conditions from November 2011 to the present in North Carolina, South Carolina, Tennessee, and Virginia.

**Request No 5:**

Identify the annual pole attachment rental rate that Charter or its parent, subsidiaries or affiliated entities has paid and currently pays to attach to the poles of every pole owner with which Charter has a pole attachment agreement with respect to its service footprint in North Carolina, South Carolina, Georgia, Alabama, Tennessee, and Virginia and the formula used to calculate the annual rental rate, for each year since 2008.

**RESPONSE:**

Charter will produce information responsive to this request, consistent with the parties'

agreed-upon limitations.

**Request No. 6:**

Identify and produce copies of any economic or other analysis undertaken by Charter or its parent, subsidiaries or affiliated entities for planned and/or installed new facilities which compares the economics of aerial versus buried (a) initial costs and (b) total service life costs, for deployment of new facilities in North Carolina and nationwide, from 2008 to the present. If such information and documentation are not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

**RESPONSE:**

In the areas that include BREMC's service area, Charter's budgeted average cost per mile for aerial construction of new facilities, including labor and materials, is \$26,432.37. Where Charter must build underground, its average cost per mile is substantially higher, budgeted at approximately \$45,109.40, including materials and labor, but this does not include the costs of wreck outs or the expense of obtaining the necessary regulatory approvals, permits, and easements associated with such work. Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 7:**

Identify the number and location of poles used for the distribution of communications services that are owned by Charter in North Carolina and nationwide. If such information and documentation are not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

**RESPONSE:**

Owing to economic, environmental, aesthetic, local zoning and rights-of-way restrictions,

Charter cannot practicably build its own aerial network or system of poles. Charter thus does not install its own poles, except in unique and idiosyncratic circumstances and as determined by local construction personnel. Charter is not currently aware of any poles it has installed or owns that are used by other service providers in the Western North Carolina market area, but Charter is continuing to search its records and will supplement this response as appropriate.

**Request No. 8:**

Produce all documents showing Charter's or its parent's, subsidiaries' or affiliated entities' engineering and construction practices for aerial plant construction (both cable and wire) that are applicable in North Carolina.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 9:**

Produce a copy of all of Charter's or its parent's, subsidiaries' or affiliated entities' engineering design standards, including sag tables and wind loading and ice loading analysis, for aerial cable construction that are applicable in North Carolina.

**RESPONSE:**

Charter directs BREMC to the design specifications identified in its pole attachment agreements produced in response to Request No. 3. Charter is continuing to search its records and will supplement this response as appropriate.

**Request No. 10:**

Produce a copy of Charter's or its parent's, subsidiaries' or affiliated entities' outside

plant engineering planning guidelines that are applicable in North Carolina.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 11:**

Produce all safety standards, plans, procedures, and agreements followed or used by Charter or any parent, subsidiary or affiliate of Charter in the completion of any safety inspection of Charter's facilities and attachments that are applicable in North Carolina.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 12:**

Identify each attachment audit or inventory of poles with Charter's or its parent's, subsidiaries' or affiliated entities' attachments in North Carolina that was conducted or is currently being conducted by any pole owner or another person acting on that pole owner's behalf, from 2008 to the present, and produce all documents related to each such audit or inventory, including communications, documents reflecting the methodology used for each audit or inventory, records created during the course of each audit or inventory, and documents reflecting the results of each audit or inventory.

**RESPONSE**

AT&T/BellSouth, BREMC, Broad River Electric, Duke Energy, Duke Energy Progress, Energy United Electric Membership Corporation, and Rutherford Electric Membership have conducted attachment audits or inventories of their poles with TWC attachments

since November 2011. Surry-Yadkin Electric Membership Corporation is currently conducting an inventory. Charter continues to search for responsive information and documents and will supplement this response, as necessary, at an appropriate time in the future. Answering further, documents related to BREMC's audits are already in the possession of the Cooperative.

**Request No. 13:**

Identify each pole attachment safety inspection of poles with Charter's or its parent's, subsidiaries' or affiliated entities' attachments in North Carolina that was conducted or is currently being conducted by any pole owner or another person acting on that pole owner's behalf, from 2008 to the present, to ensure compliance with the NESC or other safety standards, and produce all documents related to each such safety inspection, including communications, documents reflecting the methodology used for each inspection, records created during the course of each inspection, and documents reflecting the results of each inspection.

**RESPONSE:**

Surry-Yadkin Electric Membership Corporation is currently conducting an attachment audit that includes a safety inspection. Charter continues to search for responsive information and documents and will supplement this response, as necessary, at an appropriate time in the future.

**Request No. 14:**

Identify Charter's attachments to the Cooperative's poles made from 2008 to the present, which were attached after Charter or someone acting at Charter's direction performed engineering to ensure compliance with the NESC, including NESC wind and ice loading

standards.

**RESPONSE:**

After a diligent search, Charter has been unable to locate any documentation or other means of identifying its attachments which were attached to the Cooperative's poles after Charter, or someone at its direction, performed "engineering." Charter submits permit applications to the Cooperative prior to making attachments to its poles, consistent with the parties' pole attachment agreement. Charter follows the engineering recommendations made by the Cooperative as part of the permit process, if any, and makes its attachments according to the permit issued by the Cooperative. Charter also makes its attachments pursuant to the NESC and Charter's safety standards and procedures.

**Request No. 15:**

Produce all documents which reflect the Charter inspection program for its attachments to BREMC poles, including the method of initial inspection and time of each initial inspection, how often it inspects its lines and facilities after installation, the items inspected, and the standards to which the inspections are performed and how Charter inspects construction once completed to ensure compliance with the NESC.

**RESPONSE:**

Charter continuously monitors the condition of its plant and conducts regular line inspections on a day-to-day basis as its employees, and contractors perform work in the field. Charter's contractors are responsible for making and maintaining attachments to BREMC poles. Charter's construction coordinators will meet with the contractors to complete a detailed review of the work done. Construction coordinators will also inspect

a portion of the field work shortly after completion. During the course of construction, a contractor may occasionally find the work cannot be completed as planned due to safety or clearance issues, and a new plan of action is developed. Any deviations in the work from the plan are reviewed and corrected as they arise. Charter will produce documents, if any, responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 16:**

Produce all documents evidencing pole attachment construction standards or design specifications which:

- a. have been developed by or on behalf of Charter or any parent, subsidiary or affiliate of Charter; and
- b. are currently required of Charter or any parent, subsidiary or affiliate of Charter by any pole owner in North Carolina.

**RESPONSE:**

Charter directs BREMC to the standards provided in Charter's pole attachment agreements with pole owners across North Carolina, produced in response to Request No. 3.

**Request No. 17:**

Identify every licensed professional engineer employed by or who works on behalf of Charter, or any parent, subsidiary or affiliate of Charter, with respect to North Carolina, along with a detailed description of his/her responsibilities. Additionally, identify by name and title each professional engineer who designs the Charter new construction, including overlashing, and who is responsible for the inspection of all completed construction and overlashing.

**RESPONSE:**

Charter does not employ any professional engineers who have responsibility for attachments in BREMC's service area. Charter contracts with or pays for the services of licensed professional engineers when necessary.

**Request No. 18:**

Identify the training, and provide related documentation, received by Charter employees and the employees of parent, subsidiary or affiliate of Charter, in the requirements and specifications of the NESC, the National Electrical Code, the North Carolina Department of Transportation, the Occupational Safety and Health Act, the Rural Utilities Service, the Society of Cable Television Engineer's Recommended Practices for Coaxial Cable Construction and Testing and for Optical Fiber Cable Construction, and the design and operational standards developed by the Cooperative.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 19:**

Identify all vendors or contractors or subcontractors hired by Charter to install, maintain, inventory or service in any manner Charter's attachments to the Cooperative's poles from 2008 to the present and produce copies of all agreements or contracts between Charter and such vendors and contractors.

**RESPONSE:**

Charter uses Bigam Cable Construction to perform work on the Cooperatives poles. Charter will produce documents responsive to this request, consistent with the parties'

agreed-upon limitations.

**Request No. 20:**

For the vendors and contractors or subcontractors hired by Charter to install, maintain, inventory or service in any manner Charter's attachments to the Cooperative's poles:

- a. Identify the training such vendors and contractors receive in the requirements and specifications of the NESC, the National Electrical Code, the North Carolina Department of Transportation, the Occupational Safety and Health Act, the Rural Utilities Service, the Society of Cable Television Engineer's Recommended Practices for Coaxial Cable Construction and Testing and for Optical Fiber Cable Construction, and the design and operational standards developed by the Cooperative;
- b. Provide documentation from each such training course; and
- c. Provide verification that each such vendor or contractor has received such training.

**RESPONSE:**

Charter does not regularly conduct training for its vendors. Charter's vendors are contractually obligated to comply with all standards, rules, and laws required under the pole agreement, local, state, and federal laws and regulations. After a diligent search, Charter has been unable to locate any documents responsive to this request.

**Request No. 21:**

Identify and produce documents sufficient to show the linear feet of Charter facilities installed in the Cooperative's service area, in North Carolina and nationwide that have been overlashed. Identify the linear feet of Charter facilities that have one, two, three, four, five, and more cables overlashed in the same bundle. If such information and

documentation is not available for North Carolina as a whole, then provide it for every area in North Carolina for which it is available.

**RESPONSE:**

After a diligent search, Charter has been unable to locate any documents responsive to this request. Charter is willing to make its system maps available for inspection by BREMC's counsel or authorized representatives at a mutually agreed upon time and place, to be coordinated with counsel for Charter.

**Request No. 22:**

Identify, and produce documents sufficient to demonstrate, each instance from 2008 to the present that Charter and/or another person acting on Charter's behalf has performed a loading analysis of BREMC's pole(s) on which Charter has installed attachments, including the pole(s) analyzed, the reason for the analysis (i.e. whether for overlashing or other attachments made by Charter or by another person), type of analysis performed and the program or software used to perform each analysis, the inputs used for each analysis, the equipment used for each analysis, the cost of performing each analysis, the results of each analysis, and communications related to the analysis.

**RESPONSE:**

Charter has not located any documents responsive to this request as of the date of these Responses. Charter will continue to search for non-privileged, non-attorney work product documents and will supplement this response as necessary.

**Request No. 23:**

Identify and produce every analysis performed by Charter, or any parent, subsidiary or affiliate of Charter, or on their behalf, analyzing the impact of overlashing on the wind

and ice load of utility poles.

**RESPONSE:**

Charter has not located any documents responsive to this request as of the date of these Responses. Charter will continue to search for non-privileged, non-attorney work product documents and will supplement this response as necessary.

**Request No. 24:**

Identify every instance in which Charter has postponed overloading, or decided not to overload, existing Charter facilities on BREMC's poles because of preexisting NESC safety violations.

**RESPONSE:**

Charter does not maintain records tracking information responsive to this Request. Consistent with its standard construction process, Charter pre-inspects all poles and spans involved in its aerial plant construction, submits applications to BREMC for review, and may opt for underground construction if preexisting conditions on the pole make it unsafe or unsuitable for Charter's planned construction. Charter will continue to search for additional information responsive to this Request and will supplement this response as necessary.

**Request No. 25:**

Identify each instance since 2008 that Charter obtained a statement or opinion from a professional engineer regarding Charter's attachments to BREMC's poles, and produce such statement or opinion.

**RESPONSE:**

Charter has not identified any instances where it has obtained a statement or opinion from

a professional engineer regarding Charter's attachments to BREMC's poles, except in those instances where BREMC may have provided statements or opinions upon review of Charter's attachment application. Charter will continue to search for additional information responsive to this Request and will supplement this response as necessary.

**Request No. 26:**

Identify Charter's procedures for handling "downed-line" calls and specify how such procedures differ from routine customer service calls. Include all procedural documentation and special "downed line" call training materials.

**RESPONSE:**

"Downed-line" calls are directed to Charter's Regional Operations Center, a 24/7 operations center, that will immediately dispatch the system technician on call for the area to the problem spot. The system technician will work to get the downed line "temped" or safely out of the way and get any service outage running within 90 minutes. If multiple lines are down in a small area at once due to a storm or some other similar event, it may take longer to respond to each and every problem spot. A contractor will also be called immediately to fix the line permanently—unless a new pole needs to be placed, in which case the permanent fix must wait for the utility to place the pole. A routine customer service call is not directed to the Regional Operations Center and will not trigger the 24/7 response. Routine service calls are directed to fulfillment technicians who help customers connect to Charter services.

**Request No. 27:**

Provide the specific location and number of personnel on call 24/7 in the BREMC service territory and the specific protocols and training documentation demonstrating how

Charter dispatches staff to respond to an emergency call, including a “downed-line” call.

**RESPONSE:**

Charter will produce information responsive to this request, consistent with the parties’ agreed-upon limitations.

**Request No. 28:**

Identify each occurrence in which Charter’s or its parent’s, subsidiaries’ or affiliated entities’ aerial facilities in North Carolina have come into contact with vehicular traffic, bicycles or pedestrians from 2008 to the present, and for each such occurrence, please provide the following:

- a. The date of each occurrence;
- b. The location of the occurrence;
- c. Any damage to Charter’s facilities as a result of the contact;
- d. Any remedial work performed by Charter after the occurrence;
- e. Any damage to the vehicles or injuries to the vehicle’s driver and passengers, bicyclists or pedestrians as a result of the contact; and
- f. Any other damage or injuries as a result of the contact.

**RESPONSE:**

Charter is in the process of identifying and occurrences that rise to the level of “claims” or “causes of action” in North Carolina, subject to the parties’ agreed-upon limitations, and will supplement this response at an appropriate time.

**[Requests 29-35 withdrawn]**

**Request No. 36:**

Specify the housing density threshold below which Charter does not or will not provide service in BREMC service area, in North Carolina and nationwide along with documentation sufficient to show Charter's policy regarding its service density.

**RESPONSE:**

Charter does not have a specific housing density threshold below which it will not provide service in the areas that include BREMC's service area.

**Request No. 37:**

Identify, and produce documents sufficient to show, the average number of homes passed per mile by Charter's video, voice, Internet, broadband, or other communications service in North Carolina and nationwide for each year since 2008. If such information and documentation is not available for North Carolina as a whole, then provide for every area in North Carolina for which it is available.

**RESPONSE:**

Charter has no knowledge at present regarding the average number of homes passed per mile by Charter's communications services in BREMC's service area. In 2016, Charter passed an average of approximately 53 homes per mile with its distribution plant in areas that include BREMC's service area. Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 38:**

Provide customer counts within the zip codes served by Charter in BREMC's service territory and elsewhere in North Carolina.

**RESPONSE:**

Charter will provide customer counts within BREMC's service territory upon receipt of the zip codes BREMC serves.

**Request No. 39:**

Provide Form 10K and all other financial reports and filings publicly filed with the U.S. Securities and Exchange Commission.

**RESPONSE:**

Charter's Form 10-K and other financial reports and filings made to the SEC can be found at: <http://ir.charter.com/phoenix.zhtml?c=112298&p=irol-sec>.

**Request No. 40:**

Provide annual shareholder reports from 2008 forward.

**RESPONSE:**

Charter's annual reports to shareholders can be found at: <http://ir.charter.com/phoenix.zhtml?c=112298&p=irol-reportsannual>.

**Request No. 41:**

For each Charter franchise area that includes some portion of the service territory of the Cooperative, produce documents sufficient to explain to which portions of such franchise Charter offers video, voice, Internet, broadband, or other communications service, and to which portions Charter does not.

**RESPONSE:**

Charter's system maps contain information from which BREMC will be able to derive details regarding the information sought. Charter is willing to make those maps available for inspection by BREMC's counsel and/or authorized representatives at a mutually

agreed-upon time and place, to be coordinated with counsel for Charter, subject to the Protective Order to be entered in this matter.

**Request No. 42:**

Produce all documents that identify any consideration, analysis, plans, and/or decision by Charter to extend the reach of its video, voice, Internet, broadband, or other communications service to areas unserved by Charter, including all communications and any documents prepared on behalf of or submitted to Charter by another person.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 43:**

Identify every BREMC pole to which Charter has received a permit or other authorization from BREMC to attach and produce a copy of all such permits or other authorizations received from BREMC.

**RESPONSE:**

Charter will make its permits and other records received from BREMC available for inspection by BREMC's counsel or authorized representatives at a mutually agreed-upon time and place, to be coordinated with counsel for Charter.

**Request No. 44:**

Identify the number of BREMC Secondary Poles to which Charter has installed new attachments since 2008.

**RESPONSE:**

Charter will make its records available for inspection by BREMC's counsel or authorized representative at a mutually agreed-upon time and place, to be coordinated with counsel for Charter.

**Request No. 45:**

Identify every BREMC pole besides Secondary Poles to which Charter has installed new attachments since 2008.

**RESPONSE:**

Charter will make its records available for inspection by BREMC's counsel or authorized representative at a mutually agreed-upon time and place, to be coordinated with counsel for Charter.

**Request No. 46:**

Identify what Charter understands to be the "electrical supply space" on BREMC's poles.

**RESPONSE:**

Charter does not use the phrase "electrical supply space," but understands it to refer to the top-most part of the pole used by BREMC for its electrical facilities.

**Request No. 47:**

Provide a copy of any and all specifications provided to construction personnel and contractors and inspectors, including the specific clearance Charter requires between the BREMC "supply space" and Charter's "communications space" with specifics on what Charter assumes is the BREMC "supply space."

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations. Charter personnel comply with the minimum clearance requirements specified by the NESC. Charter attaches its facilities 72" below neutral on BREMC's poles.

**Request No. 48:**

Identify what Charter believes is the length of the uppermost portion of the pole allocated to BREMC in feet and inches.

**RESPONSE:**

Charter directs BREMC to the parties Pole Attachment License Agreement, which does not specifically allocate space to BREMC in feet and inches. Charter believes the space allocated to BREMC is the space actually used by the Cooperative's facilities attached to each pole, consistent with the specifications of the NESC.

**Request No. 49:**

Identify what Charter believes is the minimum "communication worker safety zone space" in inches from each voltage line on the BREMC system upon which Charter attaches its facilities.

**RESPONSE:**

The NESC identifies the minimum "communication worker safety zone space" from each voltage line and other facilities installed on poles.

**Request No. 50:**

Provide all documentation which Charter provides to its construction employees and construction contractors which specifies the location in which the Charter facilities must be installed on a BREMC pole.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations.

**Request No. 51:**

Identify every BREMC pole besides Secondary Poles for which Charter has requested a permit or other authorization from BREMC to attach since 2008, and produce a copy of such requests.

**RESPONSE:**

Charter will make its permits and other records from BREMC available for inspection by BREMC's counsel or authorized representatives at a mutually agreed-upon time and place, to be coordinated with counsel for Charter.

**Request No. 52:**

Identify each expert witness Charter intends to use in this case and his/her claimed subject matter expertise, and for each of the experts identified, specify the nature of the testimony the expert will be providing, and produce all documents related to the expert's testimony in this proceeding, including the expert's resume or curriculum vitae (listing, among other information, all prior testimony provided by the expert), contracts between the expert and Charter, documents provided to the expert by Charter or another person acting on its behalf,

and documents on which the expert intends to rely upon, and/or actually relies upon, in developing the expert's testimony.

**RESPONSE:**

At this time, Charter may call Patricia Kravtin, of Patricia D. Kravtin Economic Consulting, 57 Phillips Avenue, Swampscott, Massachusetts, as an expert regarding rate calculations, methodologies, and related issues. Charter will supplement this Response, as necessary, at an appropriate time.

**Request No. 53:**

Identify all persons providing information contained in the answers to each of these data requests.

**RESPONSE:**

The following persons, excluding counsel for Charter, were involved in responding to these

Requests:

Nestor Martin  
Sr. Director of Construction, Carolina Region  
Charter Communications  
7910 Crescent Executive Drive, 5<sup>th</sup> Floor  
Charlotte, NC 28217

Ronnie McWhorter  
Director of Field Engineering  
Charter Communications  
1511 S. Batesville Road  
Greer, SC 29650

Micheal Mullins  
Construction Supervisor,  
Charter Communications  
220 McLean Drive  
Lenoir, NC 28645

**Request No. 54:**

Identify the name, title and contact information for all former and current Charter personnel who are responsible for pole attachments, calculating pole attachment rates and/or the administration of pole attachment agreements in North Carolina.

**RESPONSE:**

Prior to September 2016, Ronnie McWhorter was responsible for pole attachments, and administration of pole attachment agreements in areas that include BREMC's service area. As of September 2016, Nestor Martin has taken over that responsibility.

**Request No. 55:**

Identify the name, title and contact information for all former and current Charter personnel who are responsible for the design, construction installation and maintenance of any attachment by Charter to BREMC poles.

**RESPONSE:**

Charter directs BREMC to its response to Request Nos. 2 & 53.

**Request No. 56:**

Identify the name, title and contact information for all former and current Charter personnel involved in any negotiations related to a pole attachment license agreement between Charter and BREMC, on behalf of Charter, from 2011 and forward.

**RESPONSE:**

The following persons, excluding counsel for Charter, were involved in negotiations between Charter and BREMC:

Ronnie McWhorter  
Director of Field Engineering  
Charter Communications  
1511 S. Batesville Road

Greer, SC 29650

Micheal Mullins  
Construction Supervisor,  
Charter Communications  
220 McLean Drive  
Lenoir, NC 28645

**Request No. 57:**

Describe all communications and produce all documents from 2011 and forward, including but not limited to drafts, related to the negotiation of a pole attachment licensee agreement between Charter and BREMC.

**RESPONSE:**

Charter will produce documents responsive to this request.

**Request No. 58:**

Produce all unredacted deposition transcripts and pre-filed testimony of Time Warner Cable deponents/witnesses from the proceedings on-going in NCUC Docket Nos. EC-43, Sub 88; EC-49, Sub 55; EC-55, Sub 70 and EC-39, Sub 44.

**RESPONSE:**

Charter will produce documents responsive to this request, consistent with the parties' agreed-upon limitations and the subject to the parties' Non-Disclosure Agreement and any protective order entered in this matter.

**Request No. 59:**

Produce all documents you intend to present at any trial or evidentiary hearing in this proceeding.

**RESPONSE:**

Charter has not yet determined which documents it will introduce or present at any trial or evidentiary hearing in this proceeding. Charter will supplement its response to this request at an appropriate time.

This the 10th day of August, 2017.



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150 Fayetteville Street  
P.O. Box 1800 (zip 27602)  
Raleigh, NC 27601  
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Gardner F. Gillespie  
J. Aaron George  
Carrie A. Ross  
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Washington, DC 20006  
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ageorge@sheppardmullin.com  
cross@sheppardmullin.com

*Attorneys for Charter Communications Properties,  
LLC*

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has this date served the foregoing via electronic mail addressed to counsel of record in this proceeding.

This the 10th day of August, 2017.

A handwritten signature in blue ink that reads "Carrie A. Ross". The signature is written in a cursive style and is positioned above a horizontal line.

Carrie A. Ross  
Sheppard Mullin Richter & Hampton  
2099 Pennsylvania Avenue NW  
Suite 100  
Washington, DC 20006  
(202) 747-1900 (phone)  
(202) 747-1901 (fax)  
cross@sheppardmullin.com

# EXHIBIT D

## Tilley, Matthew

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**From:** Charlotte Mitchell <cmitchell@lawofficecm.com>  
**Sent:** Friday, September 15, 2017 5:07 PM  
**To:** Aaron George; Tilley, Matthew; Carrie Ross  
**Cc:** Harden, Debbie  
**Subject:** RE: Charter Responses to BREMCDR1

Aaron:

I am writing to follow up on BREMC's repeated requests for documents that are responsive to BREMC's first set of data requests, which were served on Charter on July 6, 2017. As part of the discovery agreement reached by the parties on August 2, Charter agreed that the production was to begin on August 11 and to be completed within a reasonable time. As of today, BREMC has not yet received documents responsive to BREMCDR1 numbers 21, 41, 43, 44, 45, and 51.

On August 18 and then again on August 24, I requested by email—as a follow up to Charter's response provided on August 10 that it would make the documents responsive to BREMCDR1 request numbers 21, 41, 43, 44, 45, and 51 available for inspection—that Charter indicate the volume of responsive documents and location for inspection of the documents so that Blue Ridge could make arrangements to review or retrieve the documents.

On August 24, you responded by email that certain documents would be available in Charter's Lenoir office and that Charter was working on collecting the documents at that time.

Then on August 28, you, Carrie Ross, Matthew Tilley and I held a phone call to discuss the status of Charter's production of these documents. On that call, you indicated that you would let us know in the next day or two whether the documents responsive to data requests 43-45 and 51 would be available then and the volume of documents that are responsive to these requests. Additionally, you let us know that responses to data requests 21 and 41 are being handled by mapping personnel but that you were awaiting authorization to provide responses to the requests. You indicated that you would keep us apprised of the status of those responses, particularly in light of the exigencies of the proceeding.

On August 29, you and I discussed on a call and you sent an email regarding the notices of safety violations that Charter had recently received from BREMC in which you indicated that Charter could not respond to discovery and address the violations at the same time.

On August 31, I responded to you by email letting you know that BREMC is ready and willing to work with Charter to develop a reasonable plan and process for remedying the safety violations. Notwithstanding, given the impending testimony filing deadlines and hearing date, I requested that Charter confirm it would provide the documents responsive to Data Requests 21, 41 43, 44, 45, and 51 by September 8.

On September 5, you emailed to let me know that you would provide an update on September 6 regarding timing for the production of documents.

On September 6, you emailed to let me know that on-site inspection would not be necessary and that Charter would produce the documents "next week," which was the week of September 11 - 15.

It is now after close of business on September 15, and Charter still has not produced the documents to BREMC.

As I previously stated, as the parties agreed, production of documents was to begin on August 11 and to conclude within a reasonable time. Since then, we have attempted to work with Charter to facilitate its production, but Charter has failed to produce the documents and or tell us when it will make these documents available. The deadlines to submit pre-filed testimony are very quickly approaching. In order to allow time for depositions and adequate preparation therefor, we must have all of the documents by Monday, September 18, at 8:00 EDT—a full and complete response to each request for production—or clear and unambiguous confirmation from Charter that it possesses no responsive documents. If we do not receive a full and complete response to each request or confirmation that Charter has no such responsive documents, will move forward with the motion to compel on Monday morning.

Thank you,

Charlotte

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**From:** Aaron George [mailto:ageorge@sheppardmullin.com]  
**Sent:** Wednesday, September 06, 2017 6:00 PM  
**To:** Tilley, Matthew <Matthew.Tilley@wcsr.com>; Charlotte Mitchell <cmitchell@lawofficecm.com>; Carrie Ross <CRoss@sheppardmullin.com>  
**Cc:** Harden, Debbie <DHarden@wcsr.com>  
**Subject:** RE: Charter Responses to BREMCDR1

Following up on my email from yesterday, it appears we can save you the trouble of a site visit. Charter is collecting and scanning the documents, and we will produce them next week.

Aaron George |  
**SheppardMullin** | Washington  
202.747.2196 | ext. 22196

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**From:** Tilley, Matthew [mailto:Matthew.Tilley@wcsr.com]  
**Sent:** Tuesday, September 5, 2017 3:34 PM  
**To:** Aaron George <ageorge@sheppardmullin.com>; Charlotte Mitchell <cmitchell@lawofficecm.com>; Carrie Ross <CRoss@sheppardmullin.com>  
**Cc:** Harden, Debbie <DHarden@wcsr.com>  
**Subject:** RE: Charter Responses to BREMCDR1

Aaron,

Thank you. We'll look forward to your response tomorrow.

Best regards,  
Matthew

**Matthew F. Tilley**  
**Womble Carlyle Sandridge & Rice, LLP**  
Office: 704.350.6361  
Fax: 704.444.9961

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**From:** Aaron George [mailto:ageorge@sheppardmullin.com]  
**Sent:** Tuesday, September 05, 2017 2:22 PM  
**To:** Charlotte Mitchell; Carrie Ross  
**Cc:** Harden, Debbie; Tilley, Matthew  
**Subject:** RE: Charter Responses to BREMCDR1

**EXTERNAL EMAIL: Open Attachments and Links With Caution.**

Charlotte, we will provide an update tomorrow regarding timing for the documents.

Aaron George |  
**SheppardMullin** | Washington  
202.747.2196 | ext. 22196

---

**From:** Charlotte Mitchell [<mailto:cmitchell@lawofficecm.com>]  
**Sent:** Thursday, August 31, 2017 9:57 AM  
**To:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>  
**Cc:** Harden, Debbie <[DHarden@wcsr.com](mailto:DHarden@wcsr.com)>; Tilley, Matthew <[Matthew.Tilley@wcsr.com](mailto:Matthew.Tilley@wcsr.com)>  
**Subject:** RE: Charter Responses to BREMCDR1

Aaron,

Thank you for your call and e-mail regarding the NJUNS tickets BREMC issued Charter concerning the safety and noncompliance issues identified during BREMC's most recent audit. We will respond separately to the issues you raised in that e-mail, but we appreciate that Charter is reviewing the notices and are willing to work with Charter to develop a reasonable plan to address them.

In the meantime, we have to ask once again that Charter confirm it will provide the documents responsive to Data Requests 43, 44, 45, and 51 for inspection, as well as its responses to Data Requests 21 and 41, by the end of next week, at the latest. Charter's responses to BREMC's data requests were originally due on August 10<sup>th</sup> and production was to begin on August 11<sup>th</sup>. Since then, we have attempted to work with Charter to facilitate its production, but Charter has been unable to tell us when it will make these documents available. The deadlines to submit pre-filed testimony are very quickly approaching. In order to allow time for depositions, we must have Charter's documents and responses next week.

Please let us know as soon as possible when Charter will make its documents available for inspection so that we can make send someone to either review or scan them. If Charter cannot give us a commitment on this issue, we will have no choice but to file a motion to compel.

Thank you,

Charlotte

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**From:** Charlotte Mitchell [<mailto:cmitchell@lawofficecm.com>]  
**Sent:** Monday, August 28, 2017 3:26 PM  
**To:** Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>  
**Cc:** Harden, Debbie <[DHarden@wcsr.com](mailto:DHarden@wcsr.com)>; Tilley, Matthew <[Matthew.Tilley@wcsr.com](mailto:Matthew.Tilley@wcsr.com)>  
**Subject:** RE: Charter Responses to BREMCDR1

Aaron and Carrie:

I am emailing to follow up on our conversation of today. As we discussed on the call, given that testimony filing deadlines that are quickly approaching and that we will likely need to schedule depositions in the near term, we need to review the documents next week. It is my understanding that you all will let us know in the next day or two whether the documents responsive to data requests 43-45 and 51 will be available then and the volume of documents that are

responsive to these requests. Additionally, we understand that responses to data requests 21 and 41 are being handled by mapping personnel but that you are awaiting authorization to provide responses to the requests. You indicated that you will keep us apprised of the status of those responses, particularly in light of the exigencies of the proceeding.

Please let me know if I misunderstood any of your explanation. Thank you again for your time today.

Regards,

Charlotte

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**From:** Aaron George [<mailto:ageorge@sheppardmullin.com>]  
**Sent:** Thursday, August 24, 2017 7:46 PM  
**To:** Charlotte Mitchell <[cmitchell@lawofficecm.com](mailto:cmitchell@lawofficecm.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>  
**Cc:** Harden, Debbie <[DHarden@wcsr.com](mailto:DHarden@wcsr.com)>; [mtilley@wcsr.com](mailto:mtilley@wcsr.com)  
**Subject:** RE: Charter Responses to BREMCDR1

Charlotte, thank you for following up. We have been working this week on getting answers to your questions.

For requests 43-45 and 51, the records can be inspected at the Lenoir office. We understand some of the records may currently be housed in another office. We are working to get a better understanding of what is there and what it will take to get everything in one place. In any event, it will take some time to collect all of the documents in a manner in which they could be copied/inspected. Feel free to give me a call tomorrow as it may be easier to talk through the logistics of arranging for someone to inspect/copy the materials.

We are working with Charter's mapping folks to run programs designed to extract data responsive to Requests 21 and 41. After further consultation with the client, it turns out this will be more efficient (and likely more useful) than an inspection. We will keep you updated on this process.

-Aaron

Aaron George |  
SheppardMullin | Washington  
202.747.2196 | ext. 22196

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**From:** Charlotte Mitchell [<mailto:cmitchell@lawofficecm.com>]  
**Sent:** Thursday, August 24, 2017 11:50 AM  
**To:** 'Marcus W. Trathen' <[MTRATHEN@brookspierce.com](mailto:MTRATHEN@brookspierce.com)>; Aaron George <[ageorge@sheppardmullin.com](mailto:ageorge@sheppardmullin.com)>; Carrie Ross <[CRoss@sheppardmullin.com](mailto:CRoss@sheppardmullin.com)>; Gardner Gillespie <[GGillespie@sheppardmullin.com](mailto:GGillespie@sheppardmullin.com)>  
**Cc:** Harden, Debbie <[DHarden@wcsr.com](mailto:DHarden@wcsr.com)>; [mtilley@wcsr.com](mailto:mtilley@wcsr.com)  
**Subject:** RE: Charter Responses to BREMCDR1

All:

I am following up on my email of last week.

Please provide a response to my question related to volume of documents responsive to each request at your earliest convenience and location at which the documents will be available so that we can plan accordingly.

Also, in accordance with the Nondisclosure and Protective Agreement between Charter and Blue Ridge EMC, attached are Attachment A pages executed by Wil Arnett, Greg Booth, John Coffey and Lee Layton.

Finally, we are continuing to review Charter's responses to BREMCDR1 and will be in touch in the near term with any concerns related to adequacy of responses.

Please let me know if you have any questions.

Thank you,

Charlotte

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**From:** Charlotte Mitchell

**Sent:** Friday, August 18, 2017 8:43 AM

**To:** 'Marcus W. Trathen' <MTRATHEN@brookspierce.com>; Aaron George (ageorge@sheppardmullin.com) <ageorge@sheppardmullin.com>; Carrie Ross <CRoss@sheppardmullin.com>; Gardner Gillespie (GGillespie@sheppardmullin.com) <GGillespie@sheppardmullin.com>

**Cc:** Harden, Debbie <DHarden@wcsr.com>

**Subject:** Charter Responses to BREMCDR1

All:

Although the responses and documents produced are still under review by BREMC, I am emailing to follow up on several of the responses BREMC received to the first set of data requests propounded to Charter. Specifically, in response to BREMCDR1-21, 41, 43, 44, 45, and 51, Charter responded that it would make documents available for inspection by BREMC at a mutually agreed upon time and place.

Please let us know, at your earliest convenience, the volume of documents for each request so that we can either schedule the review next week, or alternatively, have a complete set of copies made or electronically transmitted to us next week to be received next week. Also, please confirm that all the documents will be available for inspection at either Charter's Hickory or Lenoir offices.

Thank you,

Charlotte

**Charlotte A. Mitchell**

Law Office of Charlotte Mitchell  
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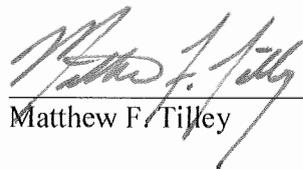
CERTIFICATE OF SERVICE

The undersigned certifies that she has served a copy of the foregoing upon the parties of record in this proceeding, or their attorneys, by electronic mail as follows:

Marcus W. Trathen  
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Gardner F. Gillespie  
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ageorge@sheppardmullin.com  
cross@sheppardmullin.com

This 18th day of September, 2017.

  
Matthew F. Tilley