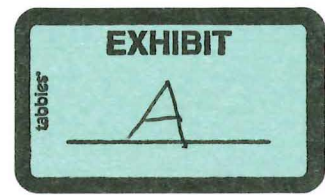


EXHIBIT A



THESE INTERROGATORIES ARE PROPOUNDED IN ACCORDANCE WITH RULE 23 OF THE RULES OF THE SUPERIOR COURT OF THE STATE OF NEW HAMPSHIRE APPLICABLE IN CIVIL ACTIONS. YOU MUST ANSWER EACH QUESTION SEPARATELY AND FULLY IN WRITING AND UNDER OATH. YOU MUST RETURN THE ORIGINAL AND ONE COPY OF YOUR ANSWERS WITHIN THIRTY (30) DAYS OF THE DATE YOU RECEIVED THEM TO THE PARTY OR COUNSEL WHO SERVED THEM UPON YOU. IF YOU OBJECT TO ANY QUESTION, YOU MUST NOTE YOUR OBJECTION AND STATE THE REASON THEREFORE. IF YOU FAIL TO RETURN YOUR ANSWERS WITHIN THIRTY (30) DAYS, THE PARTY WHO SERVED THEM UPON YOU MAY INFORM THE COURT, AND THE COURT SHALL MAKE SUCH ORDERS AS JUSTICE REQUIRES, INCLUDING THE ENTRY OF A CONDITIONAL DEFAULT AGAINST YOU.

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
NORTHERN DISTRICT

SUPERIOR COURT

Docket No. 216-2020-CV-00555

New Hampshire Electric Cooperative, Inc.,

Plaintiff

v.

Consolidated Communications of Northern New England Company, LLC,

Defendant

**INTERROGATORIES OF PLAINTIFF, NEW HAMPSHIRE ELECTRIC
COOPERATIVE, INC. TO BE ANSWERED BY DEFENDANT**

Pursuant to N.H. Super. Ct. R. 21 and 23, Plaintiff, New Hampshire Electric Cooperative, Inc. ("NHEC"), by and through its undersigned counsel, hereby requests that Defendant, Consolidated Communications of Northern New England Company, LLC ("CCI") provide written answers to each Interrogatory below within thirty (30) days of service of these Interrogatories.

INSTRUCTIONS

1. These Interrogatories shall be deemed to seek answers as of the date hereof, and are continuing in nature. As such, CCI shall serve upon NHEC in the form of supplementary response any information which was unavailable to CCI at the time it submitted the original responses hereto, but which become available to CCI up to and including the time of trial.

2. CCI shall respond to the following Interrogatories to the full extent and scope of the New Hampshire Superior Court Rules.

3. These Interrogatories must be construed as broadly as permitted under the New Hampshire Superior Court Rules.

4. No part of any Interrogatory should be left unanswered merely because an objection is interposed to another part of the Interrogatory. If you object to any Interrogatory, you are requested to answer all the information called for by that portion or portions of the Interrogatory which are not objected to, and to state fully the basis or bases for any objections.

5. With respect to any objection made or information withheld under a claim of privilege, confidentiality, or for any other reason, please state in the answer to the Interrogatory, or subpart thereof to which the withheld information is otherwise responsive, the nature and factual basis for the privilege claimed or the other reason for withholding the information and answer the Interrogatory to the fullest extent possible without waiving any claim of privilege. Additionally, please provide an inventory of all withheld information or documents, listing their dates, recipients, authors and subject matter and providing a general description of their contents.

6. All singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.

7. The terms “and” and “or” shall be construed either disjunctively or conjunctively in order to bring within the scope of these requests any information which might otherwise be considered to be beyond their scope.

8. Unless otherwise stated in the individual Interrogatories, the date range for the Interrogatories below is January 1, 2005 to the present.

DEFINITIONS

1. “CCI,” “you” or “your” refers to the Defendant, Consolidated Communications Company of Northern New England, LLC, and includes its predecessors-in-interest, including but not limited to FairPoint Communications, Inc. (“FairPoint”), Verizon – New England, Inc. d/b/a Verizon - New Hampshire (“Verizon”), and New England Telephone and Telegraph Company (“NETTC”), attorneys, employees, representatives and agents or anyone acting or purporting to have acted on its behalf.

2. “NHEC” refers to the Plaintiff, New Hampshire Electric Cooperative, Inc., and includes its attorneys, employees, representatives and agents or anyone acting or purporting to have acted on its behalf.

3. “Person” includes all natural persons, as well as artificial persons of any kind, including, without limitation, corporations, professional associations, limited liability companies, general and limited partnerships, trusts, estates, unincorporated associations, or other groups separately identified no matter how organized.

4. The “Complaint” refers to NHEC’s Complaint filed in the above-captioned action pending in the Superior Court of the State of New Hampshire.

5. The “JUA” refers to NHEC and CCI’s General Agreement Joint Use of Wood Poles entered into as of July 1, 1977 and includes its interoperating procedures (IOPs) and amendments.

6. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in N.H. Super. Ct. R. 24(a). This term includes information that is handwritten, typed, drawn, sketched, printed, recorded, or fixed in any medium by any physical or mechanical means whatsoever. This term specifically includes, but is not limited to, the following:

letters, memoranda, correspondence, application materials, email, webmail, instant messages, texts, posts to social media (including LinkedIn, Snapchat, Twitter, Facebook, Instagram, YouTube, etc.), voicemails, facsimiles, telegrams, diaries, address books, calendars, journals, task lists, appointment books, notes, notebooks, notes of meetings, minutes of meetings, pictures, photographs, drawings, diagrams, blue prints, architectural or engineering documents, designs, schematics, prints, books, manuals, texts, publications, white papers, business plans, advertising plans or materials, promotion plans or materials, marketing plans or materials, financial statements, tax returns, records, papers, invoices, accounts, statements, checks, drafts, written memorials of oral communications, computer printouts and Electronically Stored Information (as defined below).

Every copy of a document that differs in any way from an analogous document is a separate and different version of the same document that should be produced.

7. “Electronically Stored Information” means any document, information or data that is in use and/or stored in any analog, digital, magnetic and/or other electronic format whatsoever, whether readily accessible or not. This term includes, but is not limited to, the following:

email, webmail, instant messages, texts, posts to social media (including, but not limited to, LinkedIn, Twitter, Facebook, Instagram, YouTube, etc.), Common Application submissions, voicemails, calendars, diaries, appointments, addresses, journals, tasks, notes, databases, word processing documents, spreadsheets, charts, graphs, websites, web logs, internet sites, temporary internet files, cookies,

cache files, intranet information and data, embedded data, metadata, deleted data, residual data, video tapes, and audio tapes.

Electronically stored information that differs in any way from analogous electronically stored information is a separate and different version that should be produced.

8. “Communication” or “Communicate” (or any derivative thereof) means the transfer of any information, data, document, or electronically stored information of any kind or nature whatsoever and by any manner or form whatsoever, including, but not limited to, orally, in writing, graphically, pictorially, digitally, or electronically.

9. “Related to” shall mean constituting, containing, referencing, concerning, describing, demonstrating, showing, evidencing, reflecting, pertaining to, or bearing any logical or factual connection with the subject matter discussed. This term should be construed so as to request the broadest amount of information and documents that are relevant to this action and/or that are likely to lead to the discovery of admissible evidence in this action.

10. Wherever appropriate, the singular form of a word shall be interpreted in the plural and vice versa so as to bring within the scope of the request any documents that might otherwise be considered outside its scope.

11. Any reference to a corporation, partnership, or other business entity herein, includes its divisions, departments and other corporate subdivisions, its domestic and foreign subsidiaries and affiliates, its predecessors in interest, its present or former officials, executives officers, partners, directors, employees, agents, and all other persons acting or purporting to act on behalf of the entity, its subsidiaries, officers or predecessors, including all past or present employees exercising discretion, making policy, and making decision or participating in any of the foregoing functions.

12. "Identify" means:

- a. When used in reference to a natural person, state, to the extent known, the person's full name, occupation, home and office telephone number and address, personal and business e-mail address, business title, business affiliation, or, if the above are not known, such information as was last known;
- b. When used in reference to a person other than a natural person, state, to the extent known, the full name, the type of entity, and the address of its principal place of business;
- c. When used in reference to a document, state the type of document (e.g., letter, memorandum, contract, e-mail, etc.), its name or title (if any), its date, author(s) or originator(s), intended or actual recipients, its subject matter, a summary of its content, and each person known or reasonably believed by you to have present possession, custody, or control thereof, all with sufficient specificity to satisfy a request for the document's production under the New Hampshire Superior Court Rules; and
- d. When used in reference to an oral communication, state the type of communication (e.g., telephone conversation, meeting, etc.), the date of the communication, where the communication took place or the location of each party involved, the identity of the person who initiated the communication, the identity of each person who received the communication and each person present when it was made, and the subject matter discussed.

13. "State the Basis" means that the responding party shall:
- a. Identify each and every Document (and, where pertinent, the section, article, or subsection thereof), which forms any part of the source of the party's information regarding the alleged facts or legal conclusions referred to by the Interrogatory;
 - b. Identify each and every Communication which forms any part of the source of the party's information regarding the alleged facts or legal conclusions referred to by the Interrogatory;
 - c. State separately the acts or omissions to act on the part of any person (identifying the acts or omissions to act by stating their nature, time and place and identifying the person(s) or entities involved) which form any part of the party's information regarding the facts or legal conclusions referred to in the Interrogatory; and
 - d. State separately any other fact which forms the basis of the party's information regarding the alleged facts or conclusions referred to in the Interrogatory.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe the vegetation management that CCI completes on and within rights of way occupied by poles it owns, exclusively or jointly with others, which are not joint use poles subject to the JUA, including any applicable vegetation management specifications or procedures.

INTERROGATORY NO. 2:

Describe the type and extent of vegetation management that CCI contends that NHEC should perform relative to rights of way occupied by joint use poles to which CCI is attached.

INTERROGATORY NO. 3:

Please identify all poles CCI believes are subject to the JUA, including for each pole:

- a) The owner of the pole;
- b) The date the pole was set;
- c) The maintenance area in which the pole was set;
- d) Whether CCI attached its facilities to the pole;
- e) If CCI attached to the pole, the date of its attachment;
- f) Whether NHEC attached its facilities to the pole;
- g) If NHEC attached to the pole, the date of its attachment; and
- h) Whether CCI signed or otherwise acknowledged NHEC's Form 601 (Joint Use of Poles Permit) related to setting the pole.

INTERROGATORY NO. 4:

Please identify all poles that CCI has set in any maintenance territory under the JUA that it excluded from joint use.

INTERROGATORY NO. 5:

Please identify all poles that NHEC has set in any maintenance territory under the JUA that CCI excluded from joint use.

INTERROGATORY NO. 6:

Please identify all poles of NHEC to which CCI has attached without signing a Form 601 (Joint Use of Poles Permit), and for each pole state the following:

- a) The date the pole was set;
- b) The maintenance area in which the pole was set;
- c) The date of CCI's attachment; and
- d) State the basis of CCI's decision to attach to the pole without signing a Form 601

(Joint Use of Poles Permit).

INTERROGATORY NO. 7:

Identify each pole that CCI claims NHEC set in breach of the JUA and for each pole, state the following:

- a) The date the pole was set;
- b) The maintenance area in which the pole was set;
- c) Whether CCI attached its facilities to the pole;

- d) If CCI attached to the pole, the date of its attachment;
- e) Whether CCI signed or otherwise acknowledged NHEC's Form 601 (Joint Use of Poles Permit) related to setting the pole; and
- f) The basis for CCI's claim that NHEC set the pole in breach of the JUA.

INTERROGATORY NO. 8:

Identify each vegetation management meeting (pursuant to IOP No. 8, III(A)(2)) that CCI attended since March 31, 2008, including for each such meeting the names of individuals present on CCI's behalf, the date of the meeting, its location, and the substance of the discussion at the meeting.

INTERROGATORY NO. 9:

Please state how many service outages CCI has experienced in New Hampshire since January 1, 2008, including the dates for each outage, the average length of each outage, and any particular cause for the outage identified.

INTERROGATORY NO. 10:

Identify all communications involving CCI's decisions to pay or not pay various JUA invoices covering pole rentals or vegetation management during the Suspension Agreement, including in your answer the identification of all communications concerning the decisions.

INTERROGATORY NO. 11:

State the basis of CCI's decisions to pay or not pay various JUA invoices covering pole rentals or vegetation management during the Suspension Agreement.

INTERROGATORY NO. 12:

State the factual basis for CCI's claim that a "frustration of purpose" has occurred giving it a right to terminate the JUA.

INTERROGATORY NO. 13:

To the extent that CCI claims that NHEC has violated IOP 8, please state the factual basis of the claim.

Respectfully submitted,

PLAINTIFF,

NEW HAMPSHIRE ELECTRIC
COOPERATIVE, INC.

By its attorneys,

PASTORI | KRANS, PLLC

Dated: March 19, 2021

By: 

Terri L. Pastori (#12136)
Ashley D. Taylor (#268994)
PASTORI | KRANS, PLLC
82 North Main Street, Suite B
Concord, NH 03301
(603) 369-4769
tpastori@pastorikrans.com
ataylor@pastorikrans.com

CERTIFICATE OF SERVICE

I hereby certify that, as of the above date, a copy of the foregoing document has been forwarded to counsel for CCI via email to Attorneys William Hewitt, Andrea Hewitt, and Patrick McHugh.



Terri L. Pastori

4812-2505-3665, v. 1

EXHIBIT B



THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
NORTHERN DISTRICT

SUPERIOR COURT

Docket No. 216-2020-CV-00555

New Hampshire Electric Cooperative, Inc.,

Plaintiff

v.

Consolidated Communications of Northern New England Company, LLC,

Defendant

**FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS PROPOUNDED
BY PLAINTIFF, NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.
TO BE ANSWERED BY DEFENDANT**

Pursuant to N.H. Super. Ct. R. 21 and 24, Plaintiff, New Hampshire Electric Cooperative, Inc. ("NHEC"), by and through its undersigned counsel, hereby requests that Defendant, Consolidated Communications of Northern New England Company, LLC ("CCI") produce all documents described below that are in its possession, custody, or control for inspection and copying at the offices of Pastori | Krans, PLLC, 82 North Main Street, Suite B, Concord, NH 03301 within thirty (30) days of service of this request.

INSTRUCTIONS

1. Any request for documents seeks all documents in the care, custody or control of CCI or which are in the care, custody, or control of CCI's agents, employees, attorneys (except privileged information), consultants, experts, families, relatives, or otherwise. In the event that any Document referred to in your response is not in your possession, custody or control, please

specify what disposition was made of it and by whom such document is now possessed, held in custody, or controlled.

2. CCI shall respond to the following Requests for Production to the full extent and scope of the Rules of the Superior Court of the State of New Hampshire.

3. Your attention is drawn to N.H. Super. Ct. 21(g) for a statement of the duty to supplement the response to these Document Requests. These Document Requests shall be deemed to seek responses as of the date they are served and to be continuing.

4. Any document responsive to these Requests for Production but not produced because of a claim of privilege or any other claimed protection from disclosure should be identified in a privilege log in accordance with N.H. Super. Ct. R. 21(c) and Standing Order No. 6 of the Business and Commercial Dispute Docket describing the character of the document withheld with sufficient specificity as to enable NHEC to assess the applicability of the CCI's privilege claim.

5. If any document responsive to any of these Requests for Production has been destroyed, please describe such document in full and complete detail, state the date of its destruction, state the name of the author, state the name of the person who destroyed it, and set forth the reasons for its destruction.

6. All electronically stored information should be produced in its native format, if its native format can be opened using standard Windows and Microsoft programs (*e.g.* Word, Excel, Powerpoint, etc.). Otherwise, the electronically stored information should be produced in PDF form. If color is necessary to understand the content of a document, that document should be produced in color format. For all images, image resolution should be at least 300 DPI. A document-level text file should be produced for every document. For any processed native files,

the original text should be produced. OCR should be included for scanned paper documents, native documents that did not have extracted text, and redacted documents.

7. Each request for documents seeks production of documents in their entirety, without abbreviation, redaction, expurgation, or modification, including all attachments or other matters affixed thereto.

8. Documents attached to each other may not be separated.

9. Unless otherwise stated in the individual requests, the date range for the Document Requests below is January 1, 2005 to present.

DEFINITIONS

1. “CCI,” “you” or “your” refers to the Defendant, Consolidated Communications Company of Northern New England, LLC, and includes its predecessors-in-interest, including but not limited to FairPoint Communications, Inc. (“FairPoint”), Verizon – New England, Inc. d/b/a Verizon - New Hampshire (“Verizon”), and New England Telephone and Telegraph Company (“NETTC”), attorneys, employees, representatives and agents or anyone acting or purporting to have acted on its behalf.

2. “NHEC” refers to the Plaintiff, New Hampshire Electric Cooperative, Inc., and includes its attorneys, employees, representatives and agents or anyone acting or purporting to have acted on its behalf.

3. “Person” includes all natural persons, as well as artificial persons of any kind, including, without limitation, corporations, professional associations, limited liability companies, general and limited partnerships, trusts, estates, unincorporated associations, or other groups separately identified no matter how organized.

4. The “Complaint” refers to NHEC’s Complaint filed in the above-captioned action pending in the Superior Court of the State of New Hampshire.

5. The “JUA” refers to NHEC and CCI’s General Agreement Joint Use of Wood Poles entered into as of July 1, 1977 and includes its inter-company operating procedures (IOPs) and amendments.

6. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in N.H. Super Ct. R. 24(a). This term includes information that is handwritten, typed, drawn, sketched, printed, recorded, or fixed in any medium by any physical or mechanical means whatsoever. This term specifically includes, but is not limited to, the following:

letters, memoranda, correspondence, application materials, email, webmail, instant messages, texts, posts to social media (including LinkedIn, Twitter, Facebook, Instagram, YouTube, etc.), voicemails, facsimiles, telegrams, diaries, address books, calendars, journals, task lists, appointment books, notes, notebooks, notes of meetings, minutes of meetings, pictures, photographs, drawings, diagrams, blue prints, architectural or engineering documents, designs, schematics, prints, books, manuals, texts, publications, white papers, business plans, advertising plans or materials, promotion plans or materials, marketing plans or materials, financial statements, tax returns, records, papers, invoices, accounts, statements, checks, drafts, written memorials of oral communications, computer printouts and Electronically Stored Information (as defined below).

Every copy of a document that differs in any way from an analogous document is a separate and different version of the same document that should be produced.

7. “Electronically Stored Information” means any document, information or data that is in use and/or stored in any analog, digital, magnetic and/or other electronic format whatsoever, whether readily accessible or not. This term includes, but is not limited to, the following:

email, webmail, instant messages, texts, posts to social media (including, but not limited to, LinkedIn, Twitter, Facebook, Instagram, YouTube, etc.), Common Application submissions, voicemails, calendars, diaries, appointments, addresses, journals, tasks, notes, databases, word processing documents, spreadsheets,

charts, graphs, websites, web logs, internet sites, temporary internet files, cookies, cache files, intranet information and data, embedded data, metadata, deleted data, residual data, video tapes, and audio tapes.

Electronically stored information that differs in any way from analogous electronically stored information is a separate and different version that should be produced.

8. “Communication” or “Communicate” (or any derivation thereof) means the transfer of any information, data, document, or electronically stored information of any kind or nature whatsoever and by any manner or form whatsoever, including, but not limited to, orally, in writing, graphically, pictorially, digitally, or electronically.

9. “Related to” shall mean constituting, containing, referencing, concerning, describing, demonstrating, showing, evidencing, reflecting, pertaining to, or bearing any logical or factual connection with the subject matter discussed. This term should be construed so as to request the broadest amount of information and documents that are relevant to this action and/or that are likely to lead to the discovery of admissible evidence in this action.

10. Wherever appropriate, the singular form of a word shall be interpreted in the plural and vice versa so as to bring within the scope of the request any documents that might otherwise be considered outside its scope.

11. Any reference to a corporation, partnership, or other business entity herein, includes its divisions, departments and other corporate subdivisions, its domestic and foreign subsidiaries and affiliates, its predecessors in interest, its present or former officials, executives officers, partners, directors, employees, agents, and all other persons acting or purporting to act on behalf of the entity, its subsidiaries, officers or predecessors, including all past or present employees exercising discretion, making policy, and making decision or participating in any of the foregoing functions.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All documents concerning internal policies or procedures CCI has developed related to the JUA.

REQUEST FOR PRODUCTION NO. 2:

CCI's pole inventory or a similar document which identifies each pole that CCI believes is subject to the JUA, including each pole's ownership, the date the pole was set, and the date CCI attached to the pole.

REQUEST FOR PRODUCTION NO. 3:

All documents concerning CCI's standards, policies, and/or specifications for vegetation management on poles it owns exclusively or jointly with others, in New Hampshire.

REQUEST FOR PRODUCTION NO. 4:

All documents concerning requests for proposals for vegetation management on CCI's poles it owns exclusively or jointly with others, in New Hampshire.

REQUEST FOR PRODUCTION NO. 5:

All documents concerning agreements between CCI and third parties for vegetation management on poles CCI owns exclusively or jointly with others, in New Hampshire.

REQUEST FOR PRODUCTION NO. 6:

All internal documents and communications concerning any vegetation management that CCI currently does or commissions, or has ever done or commissioned, related to any of the poles it owns, exclusively or jointly with others, in New Hampshire.

REQUEST FOR PRODUCTION NO. 7:

All documents and communications related to CCI's vegetation management on poles it owns exclusively or jointly with others, in New Hampshire, including but not limited to communications with third-party vegetation management contractors and invoices for vegetation management performed on those poles.

REQUEST FOR PRODUCTION NO. 8:

All communications between CCI and NHEC in which CCI declined or refused to set a pole in one of its maintenance areas.

REQUEST FOR PRODUCTION NO. 9:

All communications between CCI and NHEC in which CCI authorized NHEC to set poles in one of CCI's maintenance areas.

REQUEST FOR PRODUCTION NO. 10:

All internal communications and documents related to CCI's allegations that NHEC has set poles in CCI's maintenance areas without advance notice to, or authorization from, CCI.

REQUEST FOR PRODUCTION NO. 11:

All documents concerning any meetings between CCI and NHEC regarding vegetation management, including without limitation notes from any meeting, documents reviewed in preparation for any meeting, documents provided to NHEC in connection with any meeting, and documents received from NHEC in connection with any meeting.

REQUEST FOR PRODUCTION NO. 12:

All documents from any meetings between CCI and NHEC related to the JUA, amendments, and IOPs.

REQUEST FOR PRODUCTION NO. 13:

All documents concerning communications regarding the scheduling of meetings between NHEC and CCI to discuss vegetation management.

REQUEST FOR PRODUCTION NO. 14:

All documents and communications related to negotiation of the First Amendment to the JUA.

REQUEST FOR PRODUCTION NO. 15:

All documents and communications related to the negotiation of the Second Amendment to the JUA.

REQUEST FOR PRODUCTION NO. 16:

All documents concerning communications between CCI and NHEC in which CCI objected to NHEC setting any poles in CCI's maintenance area.

REQUEST FOR PRODUCTION NO. 17:

All documents concerning communications between CCI and NHEC in which CCI withheld consent of any poles being put into joint use under the JUA.

REQUEST FOR PRODUCTION NO. 18:

All communications between CCI and NHEC in which CCI declines to allow a pole to be brought under the JUA.

REQUEST FOR PRODUCTION NO. 19:

All Form 601 (Joint Use of Poles Permit) that CCI sent to NHEC.

REQUEST FOR PRODUCTION NO. 20:

All Form 601 (Joint Use of Poles Permit) that CCI received from NHEC.

REQUEST FOR PRODUCTION NO. 21:

All communications between NHEC and CCI in which CCI alleges that NHEC breached the JUA.

REQUEST FOR PRODUCTION NO. 22:

All documents concerning any notices of default per Article XIII of the JUA that CCI sent to NHEC.

REQUEST FOR PRODUCTION NO. 23:

All communications and documents that support CCI's claim for damages in this litigation.

REQUEST FOR PRODUCTION NO. 24:

All internal communications and documents concerning CCI's decisions as to whether or not it would set new poles or replacement poles pursuant to the JUA.

REQUEST FOR PRODUCTION NO. 25:

All communications and documents related to the cause for each service outage (as these are customarily defined in the ordinary course of CCI's business) CCI experienced in New Hampshire from January 1, 2008 to present.

REQUEST FOR PRODUCTION NO. 26:

All communications between CCI and NHEC related to the negotiation of amendments and/or IOPs to the JUA from 1977 to present.

REQUEST FOR PRODUCTION NO. 27:

All communications between CCI and the New Hampshire Public Utilities Commission ("PUC") regarding the JUA, amendments, and/or IOPs.

REQUEST FOR PRODUCTION NO. 28:

All communications between CCI and the PUC regarding vegetation management.

REQUEST FOR PRODUCTION NO. 29:

All communications between CCI and the PUC regarding the removal of poles.

REQUEST FOR PRODUCTION NO. 30:

All communications between CCI and NHEC in which CCI questioned or otherwise expressed concerns over the accuracy of any pole rental invoice from NHEC pursuant to the JUA.

REQUEST FOR PRODUCTION NO. 31:

All internal communications and documents concerning NHEC's broadband initiative.

REQUEST FOR PRODUCTION NO. 32:

All communications and documents related to the negotiation of the Termination Date Suspension Agreement and all subsequent extensions.

REQUEST FOR PRODUCTION NO. 33:

All internal documents concerning CCI's decision to pay or not pay various JUA invoices covering rentals or vegetation management during the Suspension Agreement.

REQUEST FOR PRODUCTION NO. 34:

All communications between CCI and NHEC concerning CCI wanting to be designated as the owner of a new pole subject to the JUA pursuant to Article V(b) of the JUA.

REQUEST FOR PRODUCTION NO. 35:

All documents concerning CCI's exercise of its right to purchase any poles set in its maintenance area by NHEC.

REQUEST FOR PRODUCTION NO. 36:

All documents concerning the negotiation and/or drafting of IOP 8.

REQUEST FOR PRODUCTION NO. 37:

All documents concerning the renegotiation of IOP 8.

REQUEST FOR PRODUCTION NO. 38:

All documents related to FairPoint's assumption of the JUA in its bankruptcy.

REQUEST FOR PRODUCTION NO. 39:

All documents concerning the JUA, amendments, and IOPs exchanged between FairPoint and CCI in connection with CCI's acquisition of FairPoint.

REQUEST FOR PRODUCTION NO. 40:

All documents that support CCI's claim that NHEC has breached the JUA.

REQUEST FOR PRODUCTION NO. 41:

All documents that support CCI's other claims and defenses.

Respectfully submitted,

PLAINTIFF,

NEW HAMPSHIRE ELECTRIC
COOPERATIVE, INC.

By its attorneys,

PASTORI | KRANS, PLLC

By: 

Terry L. Pastori (#12136)

Ashley D. Taylor (#268994)

PASTORI | KRANS, PLLC

82 North Main Street, Suite B

Concord, NH 03301

(603) 369-4769

tpastori@pastorikrans.com

ataylor@pastorikrans.com

Dated: March 19, 2021

CERTIFICATE OF SERVICE

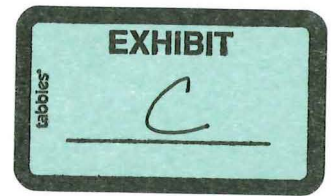
I hereby certify that, as of the above date, a copy of the foregoing document has been forwarded to counsel for CCI via email to Attorneys William Hewitt, Andrea Hewitt, and Patrick McHugh.



Terri L. Pastori

4841-8157-6929, v. 1

EXHIBIT C



THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
NORTHERN DISTRICT

SUPERIOR COURT

Docket No. 216-2020-CV-00555

New Hampshire Electric Cooperative, Inc.,

Plaintiff

v.

Consolidated Communications of Northern New England Company, LLC,

Defendant

**THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS PROPOUNDED
BY PLAINTIFF, NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.
TO BE ANSWERED BY DEFENDANT**

Pursuant to N.H. Super. Ct. R. 21 and 24, Plaintiff, New Hampshire Electric Cooperative, Inc. (the "Cooperative"), by and through its undersigned counsel, hereby requests that Defendant, Consolidated Communications of Northern New England Company, LLC ("CCI") produce all documents described below that are in its possession, custody, or control for inspection and copying at the offices of Pastori | Krans, PLLC, 82 North Main Street, Suite B, Concord, NH 03301 within thirty (30) days of service of this request.

INSTRUCTIONS

1. Any request for documents seeks all documents in the care, custody or control of CCI or which are in the care, custody, or control of CCI's agents, employees, attorneys (except privileged information), consultants, experts, families, relatives, or otherwise. In the event that any Document referred to in your response is not in your possession, custody or control, please

specify what disposition was made of it and by whom such document is now possessed, held in custody, or controlled.

2. CCI shall respond to the following Requests for Production to the full extent and scope of the Rules of the Superior Court of the State of New Hampshire.

3. Your attention is drawn to N.H. Super. Ct. 21(g) for a statement of the duty to supplement the response to these Document Requests. These Document Requests shall be deemed to seek responses as of the date they are served and to be continuing.

4. Any document responsive to these Requests for Production but not produced because of a claim of privilege or any other claimed protection from disclosure should be identified in a privilege log in accordance with N.H. Super. Ct. R. 21(c) and Standing Order No. 6 of the Business and Commercial Dispute Docket describing the character of the document withheld with sufficient specificity as to enable the Cooperative to assess the applicability of the CCI's privilege claim.

5. If any document responsive to any of these Requests for Production has been destroyed, please describe such document in full and complete detail, state the date of its destruction, state the name of the author, state the name of the person who destroyed it, and set forth the reasons for its destruction.

6. All electronically stored information should be produced in its native format, if its native format can be opened using standard Windows and Microsoft programs (*e.g.* Word, Excel, PowerPoint, etc.). Otherwise, the electronically stored information should be produced in PDF form. If color is necessary to understand the content of a document, that document should be produced in color format. For all images, image resolution should be at least 300 DPI. A document-level text file should be produced for every document. For any processed native files,

the original text should be produced. OCR should be included for scanned paper documents, native documents that did not have extracted text, and redacted documents.

7. Each request for documents seeks production of documents in their entirety, without abbreviation, redaction, expurgation, or modification, including all attachments or other matters affixed thereto.

8. Documents attached to each other may not be separated.

9. Unless otherwise stated in the individual requests, the date range for the Document Requests below is January 1, 2005 to present.

DEFINITIONS

1. “CCI,” “you” or “your” refers to the Defendant, Consolidated Communications Company of Northern New England, LLC, and includes its predecessors-in-interest, including but not limited to FairPoint Communications, Inc. (“FairPoint”), Verizon – New England, Inc. d/b/a Verizon - New Hampshire (“Verizon”), and New England Telephone and Telegraph Company (“NETTC”), attorneys, employees, representatives and agents or anyone acting or purporting to have acted on its behalf.

2. “Cooperative” refers to the Plaintiff, New Hampshire Electric Cooperative, Inc., and includes its attorneys, employees, representatives and agents or anyone acting or purporting to have acted on its behalf.

3. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in N.H. Super Ct. R. 24(a). This term includes information that is handwritten, typed, drawn, sketched, printed, recorded, or fixed in any medium by any physical or mechanical means whatsoever. This term specifically includes, but is not limited to, the following:

letters, memoranda, correspondence, application materials, email, webmail, instant messages, texts, posts to social media (including LinkedIn, Twitter,

Facebook, Instagram, YouTube, etc.), voicemails, facsimiles, telegrams, diaries, address books, calendars, journals, task lists, appointment books, notes, notebooks, notes of meetings, minutes of meetings, pictures, photographs, drawings, diagrams, blue prints, architectural or engineering documents, designs, schematics, prints, books, manuals, texts, publications, white papers, business plans, advertising plans or materials, promotion plans or materials, marketing plans or materials, financial statements, tax returns, records, papers, invoices, accounts, statements, checks, drafts, written memorials of oral communications, computer printouts and Electronically Stored Information (as defined below).

Every copy of a document that differs in any way from an analogous document is a separate and different version of the same document that should be produced.

4. “Electronically Stored Information” means any document, information or data that is in use and/or stored in any analog, digital, magnetic and/or other electronic format whatsoever, whether readily accessible or not. This term includes, but is not limited to, the following:

email, webmail, instant messages, texts, posts to social media (including, but not limited to, LinkedIn, Twitter, Facebook, Instagram, YouTube, etc.), Common Application submissions, voicemails, calendars, diaries, appointments, addresses, journals, tasks, notes, databases, word processing documents, spreadsheets, charts, graphs, websites, web logs, internet sites, temporary internet files, cookies, cache files, intranet information and data, embedded data, metadata, deleted data, residual data, video tapes, and audio tapes.

Electronically stored information that differs in any way from analogous electronically stored information is a separate and different version that should be produced.

5. “Communication” or “Communicate” (or any derivation thereof) means the transfer of any information, data, document, or electronically stored information of any kind or nature whatsoever and by any manner or form whatsoever, including, but not limited to, orally, in writing, graphically, pictorially, digitally, or electronically.

6. “Related to” shall mean constituting, containing, referencing, concerning, describing, demonstrating, showing, evidencing, reflecting, pertaining to, or bearing any logical

or factual connection with the subject matter discussed. This term should be construed so as to request the broadest amount of information and documents that are relevant to this action and/or that are likely to lead to the discovery of admissible evidence in this action.

7. “Concerning” shall mean constituting, containing, referencing, related to, describing, demonstrating, showing, evidencing, reflecting, pertaining to, or bearing any logical or factual connection with the subject matter discussed. This term should be construed so as to request the broadest amount of information and documents that are relevant to this action and/or that are likely to lead to the discovery of admissible evidence in this action.

8. Wherever appropriate, the singular form of a word shall be interpreted in the plural and vice versa so as to bring within the scope of the request any documents that might otherwise be considered outside its scope.

9. Any reference to a corporation, partnership, or other business entity herein, includes its divisions, departments and other corporate subdivisions, its domestic and foreign subsidiaries and affiliates, its predecessors in interest, its present or former officials, executives officers, partners, directors, employees, agents, and all other persons acting or purporting to act on behalf of the entity, its subsidiaries, officers or predecessors, including all past or present employees exercising discretion, making policy, and making decision or participating in any of the foregoing functions.

10. Any terms or phrase contained in these Document Requests that is not defined in the Definitions section, below, is to be afforded its plain and ordinary meaning.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 51:

Unredacted copies of all filings with the New Hampshire Utilities Commission in the Joint Petition for Findings in Furtherance of the Acquisition of FairPoint Communications, Inc. and its New Hampshire Operating Subsidiaries by Consolidated Communications Holdings, Inc.; Docket No. DT 16-872 (“FairPoint Acquisition Proceeding”).

REQUEST FOR PRODUCTION NO. 52:

Unredacted copies of the discovery responses and testimony in the FairPoint Acquisition Proceeding.

REQUEST FOR PRODUCTION NO. 53:

All communications with any party in the FairPoint Acquisition Proceeding concerning the issues in the FairPoint Acquisition Proceeding from December 2016 to present.

REQUEST FOR PRODUCTION NO. 54:

All documents, including notes, concerning any meetings between CCI and FairPoint concerning CCI’s acquisition of FairPoint’s operations and assets in New Hampshire.

REQUEST FOR PRODUCTION NO. 55:

All communications related to CCI’s due diligence performed in connection with the FairPoint Acquisition Proceeding.

REQUEST FOR PRODUCTION NO. 56:

All documents CCI received or collected concerning the JUA and any amendments thereto, IOP 8, the Settlement Agreement, and the Cooperative prior to the acquisition of FairPoint.

REQUEST FOR PRODUCTION NO. 57:

All documents CCI received or collected concerning vegetation management or pole setting in New Hampshire prior to the acquisition of FairPoint.

REQUEST FOR PRODUCTION NO. 58:

All unredacted hearing transcripts and hearing exhibits in the FairPoint Acquisition Proceeding.

REQUEST FOR PRODUCTION NO. 59:

All communications between CCI and FairPoint concerning vegetation management in New Hampshire from 2014 - present.

REQUEST FOR PRODUCTION NO. 60:

All agreements between CCI and FairPoint concerning vegetation management in New Hampshire from 2014 - present.

REQUEST FOR PRODUCTION NO. 61:

All communications between CCI and FairPoint concerning dual poles in New Hampshire from 2014 - present.

REQUEST FOR PRODUCTION NO. 62:

All agreements between CCI and FairPoint concerning dual poles in New Hampshire from 2014 - present.

REQUEST FOR PRODUCTION NO. 63:

All communications between CCI and FairPoint concerning pole setting in New Hampshire from 2014 - present.

REQUEST FOR PRODUCTION NO. 64:

All agreements between CCI and FairPoint concerning pole setting in New Hampshire from 2014 - present.

REQUEST FOR PRODUCTION NO. 65:

All documents or communications exchanged at or in anticipation of a closing where FairPoint transferred assets to CCI, including, but not limited to, any agreements for FairPoint to compensate CCI, or for CCI to withhold funds at closing, in anticipation of disputes with the Cooperative or other New Hampshire electric companies related to joint pole agreements between FairPoint or CCI and the New Hampshire electric company.

REQUEST FOR PRODUCTION NO. 66:

Unredacted copies of all filings with the New Hampshire Public Utilities Commission in Eversource Energy and Consolidated Communications, Joint Petition to Approve Pole Asset Transfer, Docket No. DE-21-020 (“Eversource Pole Purchase Proceeding”).

REQUEST FOR PRODUCTION NO. 67:

Unredacted copies of the discovery responses and testimony in the Eversource Pole Purchase Proceeding.

REQUEST FOR PRODUCTION NO. 68:

An unredacted copy of the settlement agreement between Eversource and CCI filed in the Eversource Pole Purchase Proceeding on May 3, 2021.

REQUEST FOR PRODUCTION NO. 69:

All vegetation management invoices from Eversource to CCI from 2007 to present.

REQUEST FOR PRODUCTION NO. 70:

All communications between Eversource and CCI concerning the payment of vegetation management invoices (or lack thereof) from 2017 to present.

REQUEST FOR PRODUCTION NO. 71:

All documents and communications (internal and external) related to CCI's decision to pay or not to pay vegetation management invoices for work performed in New Hampshire from 2017 to present.

REQUEST FOR PRODUCTION NO. 72:

CCI's agreements with other utilities concerning vegetation management in New Hampshire.

REQUEST FOR PRODUCTION NO. 73:

CCI's budgets for operations in New Hampshire from 2005 to present.

REQUEST FOR PRODUCTION NO. 74:

CCI's budgets for vegetation management in New Hampshire from 2005 to present.

REQUEST FOR PRODUCTION NO. 75:

CCI's budgets for setting poles in New Hampshire from 2005 to present.

REQUEST FOR PRODUCTION NO. 76:

CCI's budgets for the removal of dual poles in New Hampshire from 2005 to present.

REQUEST FOR PRODUCTION NO. 77:

All capital construction budgets for New Hampshire from 2005 to present.

REQUEST FOR PRODUCTION NO. 78:

All documents and communications related to CCI's efforts, work, or plans to replace its copper wire with fiber in New Hampshire.

REQUEST FOR PRODUCTION NO. 79:

All communications related to due diligence performed by CCI to determine what FairPoint did or did not do to comply with the terms of the 2007 Settlement Agreement.

REQUEST FOR PRODUCTION NO. 80:

Any documents and communications related to CCI's attempts to comply with the 2007 Settlement Agreement.

REQUEST FOR PRODUCTION NO. 81:

Any documents and communications related to CCI's attempts to comply with the 2007 Settlement Agreement before issuing the Termination Notice.

REQUEST FOR PRODUCTION NO. 82:

All documents and communications related to CCI's decision to terminate and renegotiate the JUA.

REQUEST FOR PRODUCTION NO. 83:

All communications and documents exchanged with third parties related to CCI's decision to terminate and renegotiate the JUA.

REQUEST FOR PRODUCTION NO. 84:

All communications and documents related to CCI's efforts, work, or plans to maintain accurate records of its poles and attachments subject to the JUA.

REQUEST FOR PRODUCTION NO. 85:

All communications and documents related to CCI position concerning the division of maintenance areas between the Cooperative and CCI under the JUA (see CCI's Response to Cooperative's Request for Admission No. 102).

Respectfully submitted,

PLAINTIFF,

NEW HAMPSHIRE ELECTRIC
COOPERATIVE, INC.

By its attorneys,

PASTORI | KRANS, PLLC

Dated: February 9, 2022

By: 

Terri L. Pastori (#12136)

Ashley D. Taylor (#268994)

Brooke A. Moschetto (#273480)

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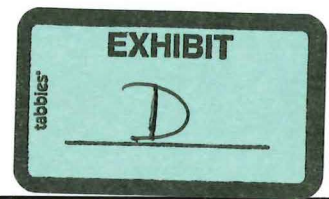
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CERTIFICATE OF SERVICE

I hereby certify that, as of the above date, a copy of the foregoing document has been forwarded to counsel for CCI via email to Attorneys William Hewitt, Andrea Hewitt, and Patrick McHugh.


Terri L. Pastori

EXHIBIT D



McHugh, Patrick

From: Terri L. Pastori <tpastori@pastorikrans.com>
Sent: Friday, April 5, 2024 11:43 AM
To: Huther, Christopher; 'cevans@wiley.law'; McHugh, Patrick
Cc: Magee, Thomas; Ashley Taylor; Meredith Lasna; Robin Melone; Stephanie Champagne; Victoria Pendak
Subject: [EXTERNAL] NHEC/CCI: Schedule

[This email comes from outside of your organization. Please be cautious opening or clicking on any attachments or links.]

Chris:

With the shuffling done to the schedule due to this week's storm, the following is what we understand as the schedule for the upcoming weeks:

1. Dennis McKenney on Tuesday, April 9, 2024 at 10:00 am at CCI in Manchester.
2. Titus Diamond on Wednesday, April 10 at 10:00 am at P | K in Concord.
3. Mediation on Friday, April 12, 2024 at 10:00 am.
4. Mediation on Thursday, April 18, 2024 at 9:00 am.
5. Motions in Limine and Exhibit and Witness Lists due on April 19, 2024. We discussed the possibility of requesting that the Court set a separate deadline for expert Motions in Limine where the expert depositions will not be completed before April 19, 2024. Let us know what you have in mind.
6. Please let us know when Derek HasBrouck is available for his deposition where it was postponed due to the storm this week. Once we have Mr. HasBrouck's availability, we can see if John Geronaitis can be completed that same week.

Thanks,

Terri

Terri L. Pastori (She/Her)
Attorney

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