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AUG 15 2008

PUBLIC SERVICE
COMMISSION

August 15, 2008

VIA HAND DELIVERY

Hon. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

**Re: *In the Matter of: An Investigation in the Traffic Dispute Between
Windstream Kentucky East, LLC, Brandenburg Telephone Company and
MCIMetro Access Transmission Services, LLC d/b/a Verizon Access,
Case No. 2008-00203***

Dear Ms. Stumbo:

Enclosed for filing in the above-referenced case, please find one original and eleven (11) copies of the Prefiled Rebuttal Testimony of Allison T. Willoughby filed on behalf of Brandenburg Telephone Company in the above-referenced case. Please file-stamp one copy, and return it to our courier.

Thank you, and if you have any questions, please call me.

Sincerely,

DINSMORE & SHOHL LLP



Holly C. Wallace

HCW/rk
Enclosures
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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

AUG 15 2008
PUBLIC SERVICE
COMMISSION

In the Matter of:

AN INVESTIGATION IN THE TRAFFIC)
DISPUTE BETWEEN WINDSTREAM)
KENTUCKY EAST, LLC, BRANDENBURG)
TELEPHONE COMPANY AND MCIMETRO)
ACCESS TRANSMISSION SERVICES, LLC)
D/B/A VERIZON ACCESS)

Case No. 2008-00203

PREFILED REBUTTAL TESTIMONY OF ALLISON T. WILLOUGHBY
ON BEHALF OF
BRANDENBURG TELEPHONE COMPANY

August 15, 2008

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Counsel to Brandenburg Telephone Company

1 Q. WHAT IS YOUR NAME?

2 A. My name is Allison T. Willoughby.

3 Q. ARE YOU THE SAME ALLISON T. WILLOUGHBY WHO CAUSED
4 PREFILED DIRECT TESTIMONY TO BE FILED IN THIS PROCEEDING?

5 A. Yes.

6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

7 A. I seek to respond to the prefiled direct testimony of Don Price filed on behalf of MCIMetro
8 Access Transmission Services LLC d/b/a Verizon Access Transmission Services
9 (“MCIMetro), and the prefiled direct testimony of Kerry Smith filed on behalf of
10 Windstream Kentucky East, LLC (“Windstream”).

11 Q. LET ME FIRST DIRECT YOUR ATTENTION TO THE PREFILED DIRECT
12 TESTIMONY OF DON PRICE FILED ON BEHALF OF MCIMETRO. DID YOU
13 REVIEW PAGES 3 THROUGH 6 OF MR. PRICE’S DIRECT TESTIMONY
14 REGARDING MCIMETRO’S CHANGE IN SERVICE ARCHITECTURE?

15 A. Yes. What is noteworthy about Mr. Price’s testimony is that it demonstrates that the genesis
16 of this dispute is MCIMetro’s change in service architecture, which according to Mr. Price
17 occurred in 2003. Mr. Price testified that UUnet, an affiliate of MCIMetro’s predecessor,
18 began offering dial-up service to ISPs in Elizabethtown in or about 1997 by providing the
19 ISPs with Windstream numbers. Mr. Price testified further that end users in Elizabethtown
20 and Radcliff could “dial” the ISPs and the “call” would be routed over Windstream’s
21 network. Practically speaking, this means that when a Brandenburg Telephone end user in
22 Radcliff “dialed” one of MCIMetro’s ISP end users in Elizabethtown, based on the local

1 routing number (“LRN”) for the Windstream number, the “call” was routed over the EAS
2 trunk group between Brandenburg Telephone and Windstream.

3 Therefore, when MCIMetro changed its service structure by, according to Mr. Price,
4 porting the ISPs’ numbers from Windstream, establishing itself as a CLEC in Elizabethtown,
5 disconnecting the facilities it previously leased from Windstream, and negotiating an
6 interconnection agreement with Windstream, it knew or should have known that
7 Brandenburg Telephone end users were “calling” MCIMetro’s ISP end users via the EAS
8 trunk group between Brandenburg Telephone and Windstream. Nonetheless, MCIMetro
9 apparently gave no thought to how Brandenburg Telephone’s end users would “call”
10 MCIMetro’s ISP end users after MCIMetro ported the numbers from Windstream.

11 **Q. WHY DO YOU SAY MCIMETRO APPARENTLY GAVE NO THOUGHT TO HOW**
12 **BRANDENBURG TELEPHONE’S END USERS WOULD “CALL” MCIMETRO’S**
13 **ISP END USERS?**

14 *MCIMetro should have foreseen that its new service architecture did not provide a means for*
15 *Brandenburg Telephone’s end users to call MCIMetro’s end users. The present traffic-*
16 *routing dispute was foreseeable to MCIMetro, and frankly to Windstream, when MCIMetro*
17 *ported the Windstream numbers. Both carriers knew or should have known that “calls” from*
18 *Brandenburg Telephone end users to the ISPs were routed over Windstream’s network via*
19 *the EAS trunk group between Windstream and Brandenburg Telephone. Brandenburg*
20 *Telephone was not a party to the carriers’ interconnection negotiations or to their*
21 *conversations regarding porting the ISP numbers; therefore, I cannot say whether the*
22 *carriers: (i) failed to consider the traffic generated by Brandenburg Telephone’s end users;*
23 *(ii) agreed to continue routing the traffic over Windstream’s network; or (iii) simply “turned*

1 a blind eye” to the issue. Nonetheless, what I can say is that the parties that were in the best
2 position to avoid this traffic dispute were MCIMetro and Windstream.

3 **Q. DID MCIMETRO’S CHANGE IN SERVICE ARCHITECTURE AFFECT**
4 **BRANDENBURG TELEPHONE AND ITS END USERS?**

5 A. Yes. Contrary to Mr. Price’s testimony, the change in service architecture was not
6 transparent. By failing to enter a traffic agreement with Brandenburg Telephone when
7 MCIMetro changed its service architecture, MCIMetro left Brandenburg Telephone’s end
8 users without a defined means of dialing MCIMetro’s ISP end users. Thus, eventually, some
9 of Brandenburg Telephone’s end users were unable to complete their calls when they dialed
10 the ISPs.

11 As I mentioned, Mr. Price testified that MCIMetro’s change in service architecture
12 was “transparent” to end users in Radcliff. I do not think that the Brandenburg Telephone
13 end users who could not complete their calls would agree with that statement. Moreover,
14 given MCIMetro failed to arrange for the delivery of traffic from Brandenburg Telephone
15 end users to its ISP end users when it ported the Windstream numbers, the only way
16 MCIMetro’s change in service architecture could have been transparent to Radcliff end users
17 would be if Brandenburg Telephone and Windstream bore the burden of delivering the traffic
18 to MCIMetro. A change in service architecture that leaves some end users in the lurch, and
19 is founded upon the expectation that other carriers will subsidize the delivery of traffic,
20 cannot reasonably be called “transparent.”

21 **Q. DO YOU AGREE WITH MR. PRICE’S ASSERTION THAT THE TRAFFIC AT**
22 **ISSUE IN THIS MATTER IS TRANSIT TRAFFIC?**

1 A. No. As the case has progressed, it has become clear that the traffic at issue is not transit
2 traffic. Brandenburg Telephone agrees with Windstream on this point. Even if it were
3 transit traffic, however, the volume of traffic exchanged between Brandenburg Telephone
4 and MCIMetro warrants dedicated facilities. MCIMetro is receiving approximately
5 3,000,000 minutes of traffic per month for delivery to its ISP end users. I understand that the
6 Commission has previously held that a volume of traffic of 300,000 minutes per month or
7 greater should be exchanged via dedicated trunks. Therefore, the traffic should be
8 exchanged between MCIMetro and Brandenburg Telephone via dedicated trunks as I
9 previously explained in my direct testimony.

10 **Q. LET ME DIRECT YOUR ATTENTION NOW TO THE PREFILED DIRECT**
11 **TESTIMONY OF KERRY SMITH FILED ON BEHALF OF WINDSTREAM. DID**
12 **YOU REVIEW MR. SMITH'S TESTIMONY AT PAGE 11, LINES 14 THROUGH**
13 **16?**

14 A. Yes. Mr. Smith testified that Brandenburg Telephone and MCIMetro may be attempting "to
15 avoid financial responsibility for the proper routing of their traffic." Mr. Smith's statement
16 incorrectly presumes that Brandenburg Telephone has a financial responsibility to route the
17 traffic to MCIMetro at a point of interface outside of Brandenburg Telephone's network. It
18 does not. Brandenburg Telephone is not, and never has been, financially responsible for
19 delivering the traffic to MCIMetro. Brandenburg Telephone's financial responsibility ends
20 at the edge of its network. I do agree with Mr. Smith, however, that MCIMetro is attempting
21 to avoid its financial responsibility to establish dedicated trunks to directly exchange traffic
22 with Brandenburg Telephone.

1 **Q. IS WINDSTREAM ENTITLED TO COMPENSATION FOR DELIVERING**
2 **TRAFFIC TO MCIMETRO?**

3 A. No, at least not from Brandenburg Telephone. As I stated in my direct testimony,
4 Windstream consented to Brandenburg Telephone delivering the traffic to Windstream over
5 the EAS trunk group. On more than one occasion, Windstream informed Brandenburg
6 Telephone that it would deliver the traffic. Windstream cannot now claim it is entitled to
7 compensation after Brandenburg Telephone relied on Windstream's statements. Moreover,
8 Mr. Smith testified that the traffic is not transit traffic. Therefore there is no basis for
9 Windstream to expect compensation.

10 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

11 A. Yes it does. Thank you.

CERTIFICATE OF SERVICE

I hereby certify a true and accurate copy of the foregoing was served, by first-class United States mail, sufficient postage prepaid, on the following individuals this 15th day of August, 2008.

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