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May 24, 2006

Ms. Elizabeth O'Donnell  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
Frankfort, KY 40602

**RE: Case No. 2005-00371**

Dear Ms. O'Donnell:

Enclosed is the Direct Testimony of Don Price On Behalf Of MciMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services ("Verizon Access"). Please acknowledge receipt of this filing by placing your file stamp on the copy of this letter and returning to me via the enclosed envelope.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

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MAY 24 2006

**COMMONWEALTH OF KENTUCKY**

**PUBLIC SERVICE  
COMMISSION**

**BEFORE THE PUBLIC SERVICE COMMISSION**

<p><b>In re: Petition of MCImetro Access Transmission Services LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement With BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996</b></p>	<p><b>Case No. 2005-00371</b></p>
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**DIRECT TESTIMONY OF DON PRICE  
ON BEHALF OF MCIMETRO ACCESS TRANSMISSION SERVICES LLC  
d/b/a VERIZON ACCESS TRANSMISSION SERVICES ("VERIZON ACCESS")**

May 24, 2006

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1 I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

3 A. My name is Don Price. My business address is 701 Brazos, Suite 600, Austin,  
4 Texas 78701.

5 Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

6 A. I am employed by Verizon Business as Director – State Regulatory Policy in the  
7 Verizon Business Regulatory and Litigation department.

8 Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND EDUCATIONAL  
9 BACKGROUND?

10 A. I have more than 27 years experience in telecommunications, most of which is in  
11 the area of public policy. For the past 11 years, my job responsibilities have  
12 focused on policy issues relating to competition in local telecommunications  
13 markets. I have testified in a number of state regulatory arbitration proceedings  
14 on a wide range of issues related to interconnection agreements between  
15 Verizon Business (formerly MCI) and incumbent local exchange carriers.

16 Shortly after passage of the federal Telecommunications Act of 1996 (“the  
17 Act”), I participated in the initial interconnection negotiations with SBC  
18 Communications Corporation. Those negotiations led to the first interconnection  
19 agreement between the SBC incumbent local exchange carrier (“ILEC”) affiliate  
20 in Texas and MCI, paving the way for MCI’s entry in 1997 into various Texas  
21 markets. Since that time, I have had continued involvement with competitive  
22 policy issues in MCI’s interconnection agreements with both BellSouth  
23 Telecommunications and SBC. In my current position, my responsibilities require

1 that I work closely with many different organizations in Verizon Business,  
2 including those involved with the products Verizon Business sells and those who  
3 engineer and construct Verizon Access's network.

4 My educational credentials include a Master of Arts degree from the  
5 University of Texas at Arlington in 1978, and a BA earned in 1977, also from U.T.  
6 Arlington.

7 **Q. HAVE YOU PREVIOUSLY TESTIFIED?**

8 A. Yes. I have testified before state regulators in twenty-two states. My detailed  
9 qualifications, including a list of the various proceedings in which I have provided  
10 testimony, are included in Attachment DGP-1.

11 **Q. WOULD YOU PLEASE EXPLAIN THE STATUS OF PETITIONER MCI IN**  
12 **LIGHT OF THE MERGER WITH VERIZON?**

13 A. Yes. As the Commission is likely aware, the merger of Verizon and MCI closed  
14 on January 6, 2006. At completion of the merger, a new business unit called  
15 "Verizon Business" was created. This new Verizon Business unit encompasses  
16 large business and government customers and related functions of the former  
17 MCI, as well as similar businesses that previously were part of Verizon Telecom,  
18 including the former Verizon Enterprise Solutions Group. The products now sold  
19 to commercial and enterprise customers are marketed under the "Verizon  
20 Business" brand. As part of that branding, MCImetro Access Transmission  
21 Services LLC, which is part of Verizon Business, is now doing business as  
22 Verizon Access Transmission Services. Because of the new d/b/a, I use the  
23 term "Verizon Access" throughout my testimony instead of MCImetro or MCI.

1           Importantly, however, the creation of the new Verizon Business brand does not  
2           affect the status of MCImetro Access Transmission Services LLC as a legal and  
3           certificated entity, and the merger with Verizon did not change the relationship  
4           between the parties to this proceeding.

5

6   **II. PURPOSE OF TESTIMONY**

7   **Q.   WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

8   A.   My testimony explains Verizon Access's position on each of the disputed issues  
9       presented to the Commission for resolution.

10

11   **III. UPDATE OF EVENTS**

12

13   **Q.   PLEASE DESCRIBE THE PARTIES' EFFORTS TO NARROW OR RESOLVE**  
14       **ISSUES PREVIOUSLY PRESENTED FOR RESOLUTION BY THE**  
15       **COMMISSION.**

16   A.   Over the course of negotiations between Verizon Access and BellSouth, the  
17       parties have sought to resolve or narrow as many of the disputed issues as  
18       possible. Review of the disputed issues matrix filed on March 3, 2006 is proof of  
19       just how far the parties have come in the last few months, reflecting the  
20       resolution of all but 4 of the 30 issues in the arbitration petition.

21   **Q.   AS A RESULT OF THE PARTIES' CONTINUING NEGOTIATIONS, WHICH**  
22       **ISSUES REMAIN IN DISPUTE?**

23   A.   The following issues still need to be resolved by the Commission: Issues 12, 21,  
24       26, and 34.

1

2 **IV. ISSUES REMAINING IN DISPUTE**

3

4 **Issue 12: Should Verizon Access be required to indemnify BST for BST's**  
5 **negligence for claims by third parties who are not Verizon Access customers in**  
6 **conjunction with BST's provision of PBX Locate Service to Verizon Access?**

7

8 **Contract Provision: A2 – 7.4.2.2**

9

10 **Q. HAVE THE PARTIES BEEN ABLE TO NARROW THIS ISSUE?**

11 A. Yes. Through additional negotiations and resolution of related issues, this issue  
12 has been narrowed, as reflected in the statement of the issue above and in the  
13 updated issues matrix filed March 3, 2006.

14 **Q. WHAT IS THE DISPUTED LANGUAGE ON THIS ISSUE?**

15 A. Verizon Access opposes BellSouth's proposed language in bold underline in the  
16 following paragraph. Agreed-upon language is in plain text.

17 **MCI agrees to release, indemnify, defend and hold harmless**  
18 **BellSouth from any and all loss, claims, demands, suits, or other**  
19 **action, or any liability whatsoever, whether suffered, made, instituted**  
20 **or asserted by MCI's customer or by any other party or person, for**  
21 **any personal injury to or death of any person or persons, or for any**  
22 **loss, damage or destruction of any property, whether owned by MCI**  
23 **or others, or for any infringement or invasion of the right of privacy**  
24 **of any person or persons, caused or claimed to have been caused,**  
25 **directly or indirectly, by the installation, operation, failure to operate,**  
26 **maintenance, removal, presence, condition, location or use of PBX**  
27 **Locate Service features or by any services which are or may be**  
28 **furnished by BellSouth in connection therewith, including but not**  
29 **limited to the identification of the telephone number, address or**  
30 **name associated with the telephone used by the party or parties**  
31 **accessing 911 services using 911 PBX Locate Service hereunder,**  
32 **except to the extent caused by BellSouth's gross negligence or wilful**  
33 **misconduct.** MCI is responsible for assuring that its authorized  
34 customers comply with the provisions of these terms and that  
35 unauthorized persons do not gain access to or use the 911 PBX Locate  
36 Service through user names, passwords, or other identifiers assigned to

1 MCI's customer or DMA pursuant to these terms. Specifically, MCI's  
2 customer or DMA must keep and protect from use by any unauthorized  
3 individual identifiers, passwords, and any other security token(s) and  
4 devices that are provided for access to this product.

5  
6 **Q. WHAT ARE VERIZON ACCESS'S CONCERNS WITH BELL SOUTH'S**  
7 **LANGUAGE?**

8 A. The primary concern is the astonishing breadth of BellSouth's language, which  
9 goes far beyond Verizon Access's relationship with its own customers. BellSouth  
10 would have Verizon Access indemnify BellSouth against "... any and all loss,  
11 claims, demands, suits, or other action, or any liability whatsoever, whether  
12 suffered, made, instituted or asserted by ... any other party or person ...."

13 **Q. WHAT IS THE APPROPRIATE SCOPE OF VERIZON ACCESS'S**  
14 **INDEMNIFICATION OBLIGATION?**

15 A. The indemnification obligation should be the same as what the parties have  
16 agreed to for all other services. In the General Terms and Conditions of the  
17 interconnection agreement ("ICA") being arbitrated, Verizon Access has agreed  
18 to indemnify BellSouth against BellSouth's simple negligence resulting in a claim  
19 from a Verizon Access customer, but not against BellSouth's gross negligence or  
20 intentional misconduct. This indemnification covers all services in the ICA,  
21 including PBX Locate Service. Thus, Verizon Access has agreed to indemnify  
22 BellSouth against BellSouth's simple negligence in providing PBX Locate Service  
23 where such negligence results in a claim from a Verizon Access customer.  
24 Verizon Access's proposed language is reasonable and should be adopted.

25 **Q. WHY IS BELL SOUTH'S LANGUAGE UNREASONABLE?**



1 A. Verizon Access has a direct relationship with its own customers, and can include  
2 in its tariffs and contracts with those customers provisions to limit liability. Thus,  
3 Verizon Access can control the exposure and risk associated with the  
4 indemnification for claims from Verizon Access's own customers. Verizon  
5 Access does not, however, have a similar relationship with unknown persons in  
6 the general public. Verizon Access has no control over what claims may be  
7 brought by the general public, and there is no reason why it should have to  
8 indemnify BellSouth against claims from the general public. That is a service  
9 sold by insurance companies. If BellSouth desires such coverage, it should buy  
10 insurance.

11 **Q. DOES BELL SOUTH'S RATIONALE FOR ITS POSITION ON THIS ISSUE**  
12 **MAKE SENSE?**

13 A. No. BellSouth's position statement begins with the following assertion:

14 BellSouth is not requiring any more restrictions or obligations to MCI [sic]  
15 than BellSouth requires or obligates its own retail customers for retail  
16 equivalent service.

17 The relationship between BellSouth and its retail customer with respect to PBX  
18 Locate Service is very different than the relationship between BellSouth and  
19 Verizon Access. When BellSouth provides the PBX Locate Service to a  
20 BellSouth retail customer, that retail customer is in a reasonable position to  
21 control – and therefore indemnify for – claims by third parties on that customer's  
22 premises. But when BellSouth provides the service to Verizon Access as part of  
23 the ICA, it is for use by a customer of Verizon Access, rather than by Verizon  
24 Access itself. This is a critical difference from the BellSouth retail situation,

1 because, unlike BellSouth's retail customer, Verizon Access is in no position to  
2 control or supervise the activities of fourth-party users of the end-user customer's  
3 premises.

4  
5 **Issue 21: What rates is MCI entitled to charge BST, and what records is BST**  
6 **required to provide MCI, for intraLATA toll traffic originated by an ICO, carried**  
7 **over BST's network and then terminated by MCI, when (i) the ICO is on a Primary**  
8 **Carrier Plan; or (ii) BST notifies MCI that the ICO is not on a Primary Carrier Plan?**

9  
10 **Contract Provision: A3 – 7.5.4**

11  
12 **Q. CAN YOU BRIEFLY EXPLAIN THE DISPUTE ON ISSUE 21?**

13 A. Yes. This dispute involves a specific subset of intraLATA traffic – specifically,  
14 traffic originated by an independent LEC ("ICO") that is carried in part over  
15 BellSouth's network and then terminated by Verizon Access to one of its  
16 customers. The two parts of the dispute relate to compensation for the traffic and  
17 the billing records needed for compensation to flow as it should.

18 **Q. IS THERE IMPORTANT HISTORY BEHIND THIS ISSUE?**

19 A. Yes. Until the 1984 divestiture of the Bell Operating Companies by AT&T, all toll  
20 revenues were "pooled" and subsequently shared by the incumbent LECs  
21 through a "settlements" process. These pooling arrangements were made  
22 obsolete by the AT&T divestiture, upon which access tariffs became the means  
23 by which the LECs were compensated for originating and terminating interstate  
24 toll traffic. With the dramatic shift in the interstate toll compensation mechanism,  
25 the pooling and settlements mechanism was no longer viable at the intrastate  
26 level, either. Therefore, alternative mechanisms such as "primary toll carrier"

1 plans were instituted to replace the intrastate pooling arrangements. Under a  
2 primary toll carrier plan, incumbent LECs were assigned the role of either  
3 “primary” or “secondary” toll carriers for intraLATA traffic. The “primary” carrier  
4 was frequently the legacy Bell Operating Company (e.g., BellSouth), due to its  
5 more extensive networks and the operation of intermediate switching points,  
6 referred to as “toll tandems.”<sup>1</sup> Under these plans, regardless of which incumbent  
7 LEC’s local service customer placed an intraLATA toll call, the end-user billed toll  
8 revenues were remitted to the “primary” carrier.

9 Because the “secondary” carriers no longer retained the end user billed  
10 toll revenues, their compensation was generally derived from their intrastate  
11 switched access rates – *i.e.*, compensated on a per-minute basis for originating  
12 or terminating intraLATA toll calls on behalf of the “primary” carrier. This put the  
13 “primary” carrier in a position much like that of an interexchange carrier, because  
14 the “primary” carrier paid switched access to the “secondary” carriers for their  
15 functions in originating or terminating intraLATA toll traffic. The primary toll  
16 carrier arrangements served their purpose nicely for a time. But in the 1990s, the  
17 entry of competitive local service providers complicated those arrangements.

18 **Q. IN WHAT WAY WERE THE ARRANGEMENTS YOU HAVE DESCRIBED**  
19 **MADE MORE COMPLICATED BY COMPETITIVE LOCAL ENTRY?**

20 A. Prior to competitive local entry, intraLATA toll traffic previously had involved only  
21 the incumbent LECs. IntraLATA toll traffic from Exchange A to Exchange B

---

<sup>1</sup> In some instances, those functions were performed by larger ICOs such as a GTE operating company, and in those instances, the ICO served as the primary toll carrier.

1 always involved only the two incumbent LECs serving those two exchanges, with  
2 one acting as the "primary" carrier and the other acting as the "secondary"  
3 carrier. The addition of competitive local service providers to the equation means  
4 that carriers other than the two historical providers may be originating (or  
5 terminating) traffic between Exchange A and Exchange B. That fact requires  
6 exchanging billing records among a broader group of carriers. And whereas  
7 compensation flows in the past were only bilateral, they can now involve multiple  
8 carriers.

9 **Q. IS IT YOUR UNDERSTANDING THAT BELLSOUTH IS A "PRIMARY**  
10 **CARRIER" IN HANDLING INTRALATA TRAFFIC IN KENTUCKY?**

11 A. Yes. As I explained previously, that means that BellSouth receives the end user  
12 billed revenues on certain intraLATA toll calls placed by customers of the other  
13 incumbent LECs. IntraLATA toll calls handled by other carriers such as AT&T  
14 that are terminated to a Verizon Access customer are not at issue here.

15 **Q. HOW SHOULD VERIZON ACCESS BE COMPENSATED WHEN IT**  
16 **TERMINATES TRAFFIC THAT ORIGINATES FROM A THIRD-PARTY LEC'S**  
17 **CUSTOMER AND TRAVERSES BELLSOUTH'S NETWORK?**

18 A. When Verizon Access terminates intraLATA toll traffic, it is entitled to bill for  
19 terminating access for that traffic, regardless of what carrier sent it over  
20 BellSouth's network.

21 **Q. DOES BELLSOUTH DISPUTE THAT VERIZON ACCESS IS ENTITLED TO**  
22 **TERMINATING ACCESS UNDER THIS SCENARIO?**

23 A. As I understand BellSouth's position, it does not dispute that Verizon Access is  
24 entitled to charge the terminating access rates from its intrastate tariff for some,  
25 but not all of this traffic. BellSouth contends that a ratio should be established to

1 determine how much of this traffic should be subject to Verizon Access's access  
2 rates.

3 **Q. WHY DOES VERIZON ACCESS DISAGREE WITH BELL SOUTH'S POSITION?**

4 A. BellSouth incorrectly asserts that the traffic to which access charges apply is  
5 somehow affected by the arrangements it has with ICOs. But whether BellSouth  
6 and the originating ICO consider traffic to be local or toll for their intercarrier  
7 compensation purposes is irrelevant to the terminating access that Verizon  
8 Access performs and for which it may charge. To determine whether traffic  
9 terminated to Verizon Access is subject to intrastate access charges, the Verizon  
10 Access intrastate access tariff approved by this Commission governs.  
11 BellSouth's attempt to circumvent Verizon Access's tariff should be rejected.

12 **Q. WHAT RECORDS SHOULD BE USED TO BILL FOR THIS TRAFFIC?**

13 A. Verizon Access should bill BellSouth based on Verizon Access's switch  
14 recordings. Verizon Access's Class 5 switches, like the switches of other LECs,  
15 are equipped and programmed to generate billing records for incoming intraLATA  
16 calls. Like other LECs, Verizon Access's billing systems compile these records  
17 to render bills to other carriers. If Verizon Access is unable to bill using its own  
18 switch records, then it should use the appropriate EMI Category 11 billing  
19 records provided by BellSouth. These Category 11 records are an industry  
20 standard that are used when it is necessary to share billing records between  
21 LECs, and both BellSouth and Verizon Access are experienced in both  
22 generating and using these records for inter-company billing.

1 **Q. HOW SHOULD BELL SOUTH NOTIFY VERIZON ACCESS THAT AN ICO HAS**  
2 **ADOPTED AN ALTERNATIVE TO THE PRIMARY CARRIER PLAN?**

3 A. BellSouth should provide written notice to the Verizon Access person designated  
4 in the ICA to receive notices. Such notification will ensure that Verizon Access  
5 makes the appropriate changes in its systems so that it can render accurate  
6 intrastate access bills.

7

8

9 **Issue 26: Is BST obligated to act as a transit carrier? If so, what is the**  
10 **appropriate transit rate?**

11

12 **Contract Provisions: A3 – 7.10.2, pricing attachment**

13

14 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

15 A. No, the scope of the issue remains as originally presented to the Commission.  
16 As reflected in the updated issues matrix dated March 3, 2006, however, Verizon  
17 Access has modified its position, as discussed below.

18 **Q. TO AID THE COMMISSION AND PROVIDE CONTEXT FOR THIS ISSUE,**  
19 **WOULD YOU PLEASE BRIEFLY EXPLAIN WHAT YOU MEAN BY THE**  
20 **PHRASE “THE TRANSIT FUNCTION?”**

21 A. Certainly. As that phrase is used in my testimony, “the transit function” is the  
22 function of switching traffic that neither originates from, nor terminates to, a  
23 BellSouth customer. Because of BellSouth’s historical position as the largest  
24 (and oldest) provider of telecommunications services within its service areas,  
25 BellSouth is often in the position of performing the “transit function.”

26 BellSouth continues to serve many more customers within its service  
27 areas than other carriers. For this reason, virtually every carrier operating in a

1 given area requires interconnection with BellSouth to exchange calls with  
2 BellSouth's customers in that area. The following hypothetical will help  
3 demonstrate this point.

4 We will assume that BellSouth serves 80% of the customers in its service  
5 areas, and further assume two competing carriers – Carrier "A" and Carrier "B" –  
6 which each serve 4% of the customers within that same geographic area. If  
7 traffic generally is proportionate to the percentage of customers served, there is a  
8 very high probability (80%) that any call generated by a customer of either  
9 Carrier "A" or Carrier "B" is destined for a BellSouth customer. And the same is  
10 true as to traffic **to** a customer of either Carrier "A" or Carrier "B." Because  
11 BellSouth has the predominant customer base, its customers will generate a  
12 much higher amount of traffic in total than the traffic generated by much smaller  
13 carriers.

14 Shifting the focus of our hypothetical, consider the likelihood of traffic  
15 being exchanged between Carrier "A" and Carrier "B." Because both carriers  
16 have small customer bases, the probability that a call from one of their customers  
17 is destined to a customer of another is quite small – roughly equivalent to their  
18 4% customer share. Similarly, the total amount of traffic exchanged between  
19 Carrier "A" and Carrier "B" is much smaller than the amount that either  
20 exchanges with BellSouth.

21 **Q. WHAT CONCLUSION SHOULD BE DRAWN BASED ON YOUR**  
22 **HYPOTHETICAL?**

1 A. The hypothetical demonstrates that the networking focus of any carrier with a  
2 small customer base -- such as our hypothetical Carrier "A" or Carrier "B" -- is to  
3 ensure that interconnection exists for the preponderance of the carrier's traffic:  
4 the traffic it exchanges with BellSouth. Such *direct* interconnection with  
5 BellSouth is essential, but the same is not true with respect to traffic the smaller  
6 carriers exchange with each other. And the fact that both of the smaller carriers  
7 directly interconnect with BellSouth allows them to exchange traffic with each  
8 other *indirectly* using their existing direct interconnections with BellSouth.

9 "The transit function" is the phrase used to describe what BellSouth  
10 provides in the situation where a customer of one of these smaller carriers places  
11 a call to a customer of another such carrier. Where both carriers are directly  
12 interconnected with BellSouth, the call "transits" BellSouth's switching network  
13 even though no BellSouth customer is involved in the call. For all the reasons  
14 discussed above, this "transit function" accounts for a relatively small portion of  
15 the overall traffic switched by BellSouth.

16 **Q. HAS BELL SOUTH AGREED TO PROVIDE THE TRANSIT FUNCTION?**

17 A. Yes. During negotiations, the parties discussed BellSouth's intentions for  
18 providing the transit function, and were able to agree on language in section A2-  
19 7.4.2.2 obligating BST to perform transit functionality. However, the parties were  
20 unsuccessful in negotiating a rate for that transit function BST has agreed to  
21 provide. The rate level for the transit function is the sole remaining dispute on  
22 this issue before the Commission, and it is ripe for resolution.



1 **Q. DOES BELLSOUTH CONTEND THAT IT IS OBLIGATED TO PROVIDE**  
2 **JUSTIFICATION FOR THE RATE LEVEL IT HAS PROPOSED?**

3 A. No. BellSouth's position is that a "market based" rate is appropriate, and it need  
4 not provide justification for its proposed rate.<sup>2</sup>

5 **Q. IN THE ABSENCE OF SUCH JUSTIFICATION BY BELLSOUTH, WHAT ARE**  
6 **THE COMMISSION'S CHOICES AS TO RATES FOR THE TRANSIT**  
7 **FUNCTION PERFORMED BY BELLSOUTH?**

8 A. Absent evidence demonstrating that BellSouth's proposed rates are just and  
9 reasonable, the Commission really has no basis on which to approve BellSouth's  
10 proposed rate. The Commission therefore should reject BellSouth's proposed  
11 Tandem Intermediary Charge.

12

13

14 **Issue 34: What process should be used for the Discontinuing of Service?**

15

16 **Contract Provisions: A7 – 1.19**

17

18 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

19 A. Yes. Issue 34 previously involved disputes over non-payment of a requested  
20 deposit and non-payment of disputed amounts, but those disputes have been  
21 resolved. The remaining dispute concerns the suspension, discontinuance or  
22 termination of all Verizon Access services region-wide for nonpayment of an  
23 undisputed bill for any service in any state, regardless of the size of the bill.

---

<sup>2</sup> The "Tandem Intermediary Charge" proposed by BellSouth is a per-minute rate of \$0.0025. The language inserted in the rate sheet by BellSouth states that "[t]his charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges."

1 **Q. CAN YOU ELABORATE ON THE IMPLICATIONS OF THE DISPUTE FROM**  
2 **THE VERIZON ACCESS PERSPECTIVE?**

3 A. Yes. The dispute exists because BellSouth's proposed language would change  
4 existing billing and collection practices. Verizon Access orders a variety of  
5 services and network elements from BellSouth under numerous, established  
6 billing accounts. BellSouth renders bills to Verizon Access on each of these  
7 billing accounts, and the parties' practice under the currently effective  
8 interconnection agreement is to treat each billing account separately. That  
9 separate treatment applies both to bill disputes and BellSouth's remedies,  
10 including discontinuance of service. In other words, if Verizon Access were  
11 simply to neglect payment on a given billing account, one of BellSouth's  
12 remedies would be to discontinue or disconnect the services provided under that  
13 specific billing account.

14 BellSouth's proposed language is completely contrary to the existing  
15 practice. Rather than treating each billing account separately, BellSouth's  
16 proposed language would allow it to suspend and disconnect **all** services to  
17 Verizon Access under **every** billing account across the entire nine-state  
18 BellSouth region, even when the dispute involves only a single billing account in  
19 one state. This is a completely unjustified, Draconian solution; BellSouth cannot  
20 and has not offered any good reason to change the existing practice, so the  
21 Commission should not adopt BellSouth's proposal.

22 **Q. WITH THIS BACKGROUND COULD YOU CONTRAST VERIZON ACCESS'S**  
23 **PROPOSED DISPUTE RESOLUTION LANGUAGE WITH THE LANGUAGE**  
24 **PROPOSED BY BELL SOUTH?**

1 A. Yes. The language Verizon Access proposes is consistent with the parties'  
2 current interconnection agreement and the practice I described above. For  
3 example, if non-disputed amounts were owed on a particular billing account,  
4 Verizon Access's language would allow BellSouth to take action to suspend and  
5 disconnect services provided under that billing account. Where amounts under a  
6 given billing account had been disputed by Verizon Access, dispute resolution  
7 would be necessary before BellSouth could take any action to suspend or  
8 disconnect services. In either case, BellSouth's remedy would be limited to the  
9 particular billing account or accounts on which payment is past due.

10 For all the reasons I have described, Verizon Access asks that the  
11 Commission reject BellSouth's proposed language on this issue and instead  
12 accept the language proposed by Verizon Access.

13

14 **V. CONCLUSION**

15 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

16 A. Yes.

17

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served all parties in this case this 24<sup>th</sup> day of May, 2006.

A handwritten signature in black ink, appearing to read "D. Brent", with a long horizontal stroke extending to the right.

---

Douglas F. Brent

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