

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

PUBLIC SERVICE  
COMMISSION

BRANDENBURG TELEPHONE )  
COMPANY )  
Complainant )  
v. )  
GLOBAL CROSSING )  
TELECOMMUNICATIONS, INC. )  
Defendant )

Case No. 2006- 00341

FORMAL COMPLAINT

Brandenburg Telephone Company ("Brandenburg Telephone"), by counsel, for its formal complaint against Global Crossing Telecommunications, Inc. ("Global Crossing"), pursuant to KRS 278.030, hereby states as follows.

1. The full name and address of Brandenburg Telephone is Brandenburg Telephone Company, 200 Telco Drive, P.O. Box 599, Brandenburg, Kentucky 40108. Brandenburg Telephone is a local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Brandenburg Telephone is a Kentucky corporation.

2. The full name and address of Global Crossing is Global Crossing Telecommunications, Inc., 1120 Pittsford-Victor Rd., Pittsford, New York 14534. Global Crossing is a long distance provider authorized to provide telecommunications services in the Commonwealth of Kentucky. Global Crossing is a foreign corporation.

3. The facts supporting this complaint are set forth more fully below; but briefly, this complaint concerns Global Crossing's refusal to pay Brandenburg Telephone for charges incurred

with respect to access services and direct trunking facilities provided to Global Crossing by Brandenburg Telephone.

#### **APPLICABLE LAW**

4. Pursuant to KRS 278.040, the Public Service Commission of the Commonwealth of Kentucky ("Commission") has jurisdiction "over the regulation of rates and service of utilities" within the Commonwealth.

5. Pursuant to KRS 278.260, the Commission is vested with the express authority to investigate and remedy "complaints as to rates or service of any utility."

6. Pursuant to KRS 278.030(1), "[e]very utility may demand, collect and receive fair, just and reasonable rates for the services rendered or to be rendered by it to any person." Subsection (2) of KRS 278.030 allow a utility to "employ in the conduct of its business suitable and reasonable classifications of its service, patrons and rates."

#### **STATEMENT OF THE FACTS**

7. Brandenburg Telephone provides access services and dedicated trunking facilities to Global Crossing.

8. Brandenburg Telephone regularly invoices Global Crossing for the access services and dedicated trunking facilities in accordance with applicable law and its applicable tariff(s).

9. During the past several months, Global Crossing has slipped back into its pre-bankruptcy nonpayment practices.

10. Rather than bear the risk of yet another Global Crossing bankruptcy (and the attendant losses) and incur the legal, administrative, and temporal costs associated with repeated lawsuits seeking to compel payment by Global Crossing, Brandenburg Telephone seeks a Commission order requiring Global Crossing to: (i) immediately satisfy its past-due and current

balances with Brandenburg Telephone; and (ii) pay all future Brandenburg Telephone invoices in a timely manner, or suffer immediate termination of services.

11. As of the present date, Global Crossing has refused to pay the following past-due Brandenburg Telephone access service invoices.

- Jan. - Mar. 2005 invoices: \$4,055.23
- Mar. 2006 invoice: \$32,598.60
- April 2006 invoice: \$45,230.29
- May 2006 invoice: \$5,018.62
- **TOTAL:** **\$86,902.74**

12. In addition to the presently delinquent \$86,902.74 total, Global Crossing has also refused to pay the following past-due Brandenburg Telephone dedicated trunking facility invoices.

- April 2006 invoice: \$597.25
- May 2006 invoice: \$597.25
- **TOTAL:** **\$1194.50**

13. Accordingly, Global Crossing is presently delinquent to Brandenburg Telephone in the total amount of \$88,097.24.

14. All previous Global Crossing billing disputes have been denied, and no portion of this delinquent Global Crossing debt is subject to a pending dispute or any other defense of non-payment.<sup>1</sup>

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<sup>1</sup> Global Crossing will no doubt assert that some of this debt remains in dispute; such an allegation is misleading. The only pending Global Crossing "disputes" are those it has attempted to make in response to Brandenburg Telephone's rightful denial of an original dispute. Clearly, a company may not repeatedly dispute a bill after the dispute has been denied; otherwise, a customer could interminably forestall payment by undertaking such dubious tactics.

15. In addition to this sizeable debt, Global Crossing owes Brandenburg Telephone the additional sum of \$4,622.66, which represents the total access services and dedicated trunking charges incurred during the month of May (as indicated on the June 16, 2006 invoice).

16. Thus, Global Crossing's nonpayment tactics have forced Brandenburg Telephone to underwrite nearly \$100,000 of potentially bad debt, thereby endangering the viability and quality of services Brandenburg Telephone (as an incumbent rural local exchange carrier and provider of last resort) must provide to its Kentucky end-user subscribers. Moreover, these tactics have foisted additional administrative, legal, and temporal costs upon Brandenburg Telephone, further undermining Brandenburg Telephone's ability to concentrate on its principal goal: the provision of high-quality, low-cost, reliable telecommunications services to its end-user subscribers.

17. Consequently, Global Crossing's tactics not only deprive Brandenburg Telephone of its rightful compensation for services rendered, they endanger service quality and service availability to Kentucky residents.

**WHEREFORE**, Brandenburg Telephone respectfully requests that the Commission take the following actions.

1. Expedite its ruling in this matter in light of the significant, rapidly accumulating delinquent balance of Global Crossing and the potential harm a repeat bankruptcy filing by Global Crossing could have not only upon Brandenburg Telephone, but also upon those Kentucky residents living within Brandenburg Telephone's service territory;

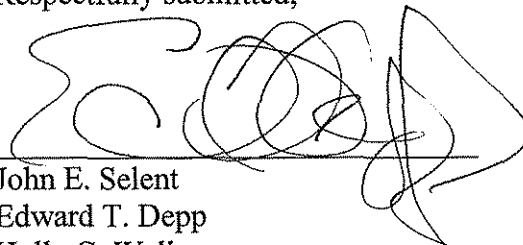
2. Order Global Crossing to immediately pay Brandenburg Telephone \$88,097.24 in satisfaction of Global Crossing's delinquent invoices for access services and dedicated trunking facilities, as described above;

3. Order Global Crossing to immediately pay Brandenburg Telephone \$4,622.66 in satisfaction of Global Crossing's June 2006 invoices for access services and dedicated trunking facilities, as described above;

4. Order Global Crossing to timely pay Brandenburg Telephone for future access services and dedicated trunking facilities provided to it by Brandenburg Telephone or face immediate termination of all services -- including the provision of trunking facilities -- without further notice (initial notice having been provided by the Commission's order); and

5. Grant Brandenburg Telephone any and all other legal and equitable relief to which it may be entitled.

Respectfully submitted,



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