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**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

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

**Case No. 2008-00203**

**MCIMETRO'S RESPONSES WINDSTREAM KENTUCKY EAST'S DATA  
REQUESTS BASED UPON UPDATED DIRECT TESTIMONY**

MCImetro Access Transmission Services, LLC d/b/a Verizon Access ("MCImetro"), by its undersigned counsel, responds to the Data Requests Based Upon Updated Direct Testimony (the "Discovery Requests") served by Windstream Kentucky East, LLC ("Windstream") on October 14, 2011.

**GENERAL OBJECTIONS**

1. MCImetro objects to the Discovery Requests and all Definitions associated with the Discovery Requests to the extent they purport to impose obligations that are different from, or go beyond, the obligations imposed by the Kentucky Rules of Civil Procedure and the Commission's Rules of Procedure.

2. MCImetro objects to the Discovery Requests to the extent they seek documents or information protected by the attorney-client privilege, attorney work-product doctrine, or any other applicable privileges or doctrines. Any inadvertent disclosure of such privileged documents or information shall not be deemed to be a waiver of the attorney-client privilege, attorney work-product doctrine, or other applicable privileges or doctrines.

3. MCImetro objects to the Discovery Requests to the extent that they are vague and ambiguous, particularly to the extent that it uses terms that are undefined or vaguely defined.

4. MCImetro objects to the Discovery Requests to the extent they seek confidential business, financial, or other proprietary documents or information. MCImetro further objects to the Discovery Requests to the extent they seek documents or information protected by the privacy protections of the Kentucky or United States Constitutions, or any other law, statute, or doctrine.

5. MCImetro objects to the Discovery Requests to the extent they seek documents or information equally available to Windstream as to MCImetro through public resources or records or which are already in the possession, custody or control of Windstream.

6. To the extent MCImetro responds to the Discovery Requests, MCImetro reserves the right to amend, replace, supercede, or supplement its responses as may become appropriate in the future, but it undertakes no continuing or ongoing obligation to update its responses.

7. MCImetro objects to the Discovery Requests to the extent that they seek to impose an obligation on MCImetro to provide documents or other information concerning its affiliates.

8. MCImetro objects to the Discovery Requests to the extent they seek information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this proceeding.

## DATA REQUESTS

**REQUEST NO. 1.** Reference: Updated Direct Testimony of Don Price at p. 12, lines 1-

3. Please describe the “interconnection point” to which you refer. Specifically:

- a. Is the “interconnection point” to which you refer the same as the “Point of Connection” as such term is used in Brandenburg-Verizon Agreement and defined in Section 1.12 of such agreement?
- b. What are the V&H coordinates, as such terms is commonly used in the telecommunications industry, or such “interconnection point”?
- c. If there is a Common Language Identifier (“CLLI”) code for such “interconnection point”, please provide it. To the extent that there is no CLLI code for such “interconnection point” but there is a CLLI code associated with the same physical location as the “interconnection point”, please provide such CLLI code.

**Responsible Party:** Don Price.

**RESPONSE NO. 1.** MCImetro objects to this request as vague and ambiguous. Section 1.12 of the Brandenburg-Verizon Agreement (“the Agreement”) defines “ISP Traffic”. Section 1.16 of the Agreement defines “Point of Connection”. The “interconnection point” referenced by Mr. Price was intended to refer to the “Point of Connection” defined in Section 1.16 of the Agreement to the extent those existing facilities can be used. The V&H coordinates and the CLLI code associated with the Point of Connection as defined in Section 1.16 of the Agreement can be found in Appendix 1 to the Agreement.

**REQUEST NO. 2.** Reference: Updated Direct Testimony of Don Price at p. 12, lines 1-

3. Please describe the facilities that Verizon intends to use between the “interconnection point” and the point at which such traffic exits the service territory of Windstream.

Specifically:

- a. Are such facilities either owned or controlled by Verizon?
- b. If your answer to subpart a is not in the affirmative, are such facilities leased by Verizon? If such facilities are leased by Verizon:
  - i. Are such leased facilities dedicated to Verizon?
  - ii. Are such leased facilities leased from Windstream?
- c. If such facilities are neither owned, controlled, nor leased by Verizon, please explain. Specifically, please state whether such traffic will traverse the Brandenburg-Windstream EAS Facilities within Windstream territory.

**Responsible Party:** Don Price.

**RESPONSE NO. 2.** MCImetro does not intend to use any facilities between the “interconnection point” and the point at which such traffic exits the service territory of Windstream. Once the interconnection facilities are in place, the traffic will not enter Windstream’s “service territory,” but will travel over dedicated facilities from Brandenburg Telephone’s tandem in Radcliff to an MCI Communications Services, Inc. point of presence in Louisville, within LATA 462. MCImetro will obtain those jointly-provided facilities from AT&T Kentucky and Brandenburg Telephone, subject to any applicable tariffs.

**REQUEST NO. 3.** Reference: Updated Direct Testimony of Don Price at p. 12, lines 1-3.

- a. As of the date of your response to this data request, has the "traffic in question" been "move[d]" "to the new 'interconnection point'?"
- b. If your answer to subpart a is anything other than an unqualified answer in the affirmative, please provide:
  - i. An explanation for why the traffic has not yet been moved; and
  - ii. The date by which you expect such traffic to be moved and the basis for such expectation.

**Responsible Party:** Don Price.

**RESPONSE NO. 3.** No. Discussions between MCI metro and Brandenburg Telephone resulted in the identification of possible capacity on a jointly provided transmission facility (Brandenburg Telephone and AT&T Kentucky) leased to MCI Communications Services, Inc. Orders to disconnect 2 T-1s were placed and were completed this week. Now that capacity is available for MCI metro's use for interconnection with Brandenburg, orders have been placed to turn up the T-1s. A firm order commitment date is not yet available, but it is anticipated that the orders should be complete in approximately two weeks.

**REQUEST NO. 4.** Reference: Updated Direct Testimony of Don Price at p. 11, lines 16-21. Section 3.1 of the referenced agreement (Brandenburg-Verizon Agreement) states as follows: “The Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.” “ISP Traffic” is defined in Section 1.12.

- a. Does Verizon intend to enter into an agreement with Brandenburg pertaining traffic that is not “dial-up modem traffic terminated to Verizon customers that are commercial providers of internet access,” but nevertheless is traffic for which: “(i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Local Service Exchange Area; or (ii) originates and terminates from and to, respectively, NPA NXXs assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS) or mandatory Extended Local Calling Service (ELCS) as approved by the Commission and defined by Brandenburg’s tariffs” (Brandenburg-Verizon Agreement at § 1.12)?
- b. If your answer to subpart a. is in the affirmative, please state when Verizon intends to enter into such an agreement and the steps that Verizon is taking to do so. If your answer to subpart a. is anything other than an unqualified affirmative response, please explain.

**Responsible Party:** Don Price.

**RESPONSE NO. 4.** No. The volume of such traffic is so small that the parties intend to deal with such traffic on an informal basis on the two-way trunks that will be installed to carry the ISP traffic.

**REQUEST NO. 5.** Reference: Updated Direct Testimony of Don Price at p. 10, line 2 through p. 12, line 3.

a. Please produce all documents in your possession, including e-mails and other electronic files, that discuss or relate to the "traffic in question" as such term is used on p. 12, line 2 of your Updated Direct Testimony. You need not produce any documents that are known to have been created before August 29, 2009.

b. To the extent not provided in response to subpart a of this data request, please produce all documents in your possession, including e-mails and other electronic files, that discuss or relate to any other type of traffic originated by Brandenburg end users and bound for Verizon that was traversing the Brandenburg-Windstream EAS Facilities as of August 29, 2009. You need not produce any documents that are known to have been created before August 29, 2009.

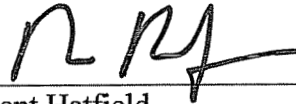
c. To the extent not provided in response to subparts a or b of this data request, please also produce all other documents in your possession, including e-mails and other electronic files, relating to implementation of the "2009 Order" to which you refer on p. 10, line 4 of your Updated Direct Testimony. This request includes but is not limited to negotiation of a traffic exchange agreement (or attempts at such negotiation) and implementation of the Brandenburg-Verizon Agreement.

**Responsible Party:** Don Price.



**RESPONSE NO. 5.** MCImetro objects to this request to the extent it seeks documents or information protected by the attorney-client privilege, attorney work-product doctrine, or any other applicable privileges or doctrines. Subject to and without waiving its objection, MCImetro is providing responsive documents.

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing responses has been served by first class mail on those persons whose names appear below this 28th day of October, 2011.

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