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

**JUL 31 2008  
PUBLIC SERVICE  
COMMISSION**

**In the Matter of:**

**AN INVESTIGATION INTO THE TRAFFIC )  
DISPUTE BETWEEN WINDSTREAM )  
KENTUCKY EAST, LLC, BRANDENBURG )  
TELEPHONE COMPANY AND MCIMETRO ) Case No. 2008-00203  
ACCESS TRANSMISSION SERVICES, LLC )  
D/B/A/ VERIZON ACCESS )**

**WINDSTREAM KENTUCKY EAST, LLC'S RESPONSES TO BRANDENBURG  
TELEPHONE COMPANY'S INITIAL DATA REQUESTS TO  
WINDSTREAM KENTUCKY EAST, LLC**

Windstream Kentucky East, LLC ("Windstream") submits as follows in response to the Initial Data Requests served by Brandenburg Telephone Company ("Brandenburg"). As used herein, MCIMetro Access Transmission Services, LLC d/b/a Verizon Access is referred to as "Verizon".

**REQUEST NO. 1:** Explain in detail how traffic that is originated by Windstream's Elizabethtown end-user customers and destined for an MCImetro telephone number that is rate-centered at Elizabethtown but homed behind an AT&T Louisville tandem is delivered to MCImetro.

**RESPONSE:** To provide the requested explanation, Windstream will use a particular calling example. A Windstream Elizabethtown customer dials 270-769-3330. The NPA NXX 270 769 is reflected in the Local Exchange Routing Guide ("LERG") 6 as belonging to Windstream for the rate center of Elizabethtown. Windstream's Elizabethtown GTD5 switch performs a Local Number Portability query and returns the Local Routing Number ("LRN") 502-554-9921. The LERG identifies that LRN as belonging to Verizon - Operating Company Number ("OCN") 7229 Rate Center Louisville, switch name LSVLKY27X3X, associated with the LSVLKYXAP2GT Tandem – AT&T's Louisville Tandem. The call then routes properly to Verizon because Windstream constructed translations tables to route the LRN to the direct interconnection Verizon trunk group TSC MT180443, which terminates to the Common Language Location Identifier ("CLLI") of LSVLKYAPWA6. (Construction of translations tables is necessary in this instance where a non-ILEC carrier such as Verizon maintains Local Access and Transport Area ("LATA") wide local routing numbers.)

**REQUEST NO. 2:** Please identify and produce all agreements pursuant to which the traffic identified in Request No. 1, above, is delivered.

**RESPONSE:** The contractual arrangement between Windstream and Verizon is the §251/252 interconnection agreement approved by the Commission and publicly available on the Commission's website at [http://psc.ky.gov/agencies/psc/reports/intercon\\_1.html](http://psc.ky.gov/agencies/psc/reports/intercon_1.html). Network arrangements available to Windstream and Verizon under that interconnection agreement are located in Attachment 4 and Amendment No. 1.

**REQUEST NO. 3:** Admit that Windstream is not currently offering and has not provided a tariffed service pursuant to which Brandenburg-originated traffic may be routed through Windstream for delivery to a third-party carrier whose terminating telephone number is designated for routing via a tandem other than Windstream's Elizabethtown tandem. If you do not so admit, please identify any applicable tariff(s) by title and applicable section number.

**RESPONSE:** Without waiving the objection that this data request is an inappropriately formatted request for admission, Windstream states that it is correct that *its tariffs do not provide for any service which allows any carrier to utilize Windstream's network in a manner contrary to LERG routing protocols (e.g., when Windstream's network is not on the call path).*

**REQUEST NO. 4:** Admit that Brandenburg-originated traffic destined for telephone numbers that are designated for routing via an AT&T Louisville tandem is not transit traffic as Windstream has defined transit traffic in its interconnection agreement(s) with MCImetro or in existing Windstream tariffs. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving the objection that this data request is an inappropriately formatted request for admission, Windstream states that the traffic in question is not transit traffic under any Windstream interconnection agreement because proper transit traffic is traffic delivered through Windstream's network for delivery to a carrier homed behind a Windstream tandem. Verizon is homed behind AT&T's Louisville tandem which is outside of Windstream's network.

**REQUEST NO. 5:** Admit that Windstream's claim for compensation in this matter is not based upon the tariff that is the subject of dispute in pending Commission Case No. 2007-00004. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving the objection that this data request is an inappropriately formatted request for admission, Windstream refers Brandenburg to Windstream's Response Nos. 1 and 2 to Commission Staff data requests and states that Windstream does not maintain a tariffed rate for the unauthorized use of its network for carriers routing traffic contrary to LERG protocols.

**REQUEST NO. 6:** Admit that, with respect to the exchange of its end-users' traffic destined for internet service providers ("ISPs"), Windstream has no obligation to bear the cost of establishing traffic exchange facilities outside of its network. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Windstream objects that the information requested is irrelevant and immaterial to the issues in this proceeding as to the use of Windstream's network by *Brandenburg to deliver traffic to Verizon.*

**REQUEST NO. 7:** Admit that, with respect to the exchange of traffic destined for competitive local exchange carriers (“CLECs”), Windstream has no obligation to bear the cost of establishing traffic exchange facilities outside of Windstream’s network. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Windstream objects that the information requested is irrelevant and immaterial to the issues in this proceeding as to the use of Windstream's network by Brandenburg to deliver traffic to Verizon.



**REQUEST NO. 8:** Identify and produce all Kentucky-applicable agreements or other arrangements, if any, whereby Windstream has agreed to bear the cost of establishing traffic exchange facilities with an ISP or CLEC outside of Windstream's network.

**RESPONSE:** Windstream objects that the information requested is irrelevant and immaterial to the issues in this proceeding as to the use of Windstream's network by Brandenburg to deliver traffic to Verizon.

**REQUEST NO. 9:** Explain in detail the circumstances, if any, under which you believe it is appropriate for Windstream to bear any cost of establishing any trunking facilities to exchange traffic with an ISP or a CLEC at a point of interface located outside of Windstream's network.

**RESPONSE:** Windstream objects that the information requested is irrelevant and immaterial to the issues in this proceeding as to the use of Windstream's network by Brandenburg to deliver traffic to Verizon.

**REQUEST NO. 10:** Identify any contractual or other obligation that obligates MCImetro to establish dedicated trunking facilities to a Windstream end-office once the volume of traffic being exchanged between MCImetro and a Windstream end-office reaches a particular volume for a particular period of time. (If you identify any such contractual obligation, please identify the relevant contractual provisions, and please produce a copy of the relevant agreement(s).)

**RESPONSE:** Windstream objects that the information requested is irrelevant and immaterial to the issues in this proceeding as to the use of Windstream's network by Brandenburg to deliver traffic to Verizon.

**REQUEST NO. 11:** Admit that it is appropriate for an ISP or a CLEC to establish dedicated facilities for the exchange of traffic with an ILEC once the volume of traffic being exchanged reaches 300,000 minutes of traffic per month. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving the objections that this data request is an inappropriately formatted request for admission and seeks nonfactual, conclusory statements, Windstream observes the Commission's prior determinations on this matter (which are publicly available to Brandenburg) which find a DS1 (or 250,000 minutes) an appropriate threshold for direct interconnection. See, *e.g.*, Case No. 2006-00215, *et. al.*

**REQUEST NO. 12:** Admit that, given the volume of traffic being exchanged monthly between Brandenburg and MCImetro, it is appropriate for MCImetro to immediately establish dedicated facilities for the exchange of that traffic. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving the objection that this data request is an inappropriately formatted request for admission, Windstream states again that the volume of traffic exchanged between Brandenburg and Verizon is appropriate for direct interconnection between those two parties and further that the resolution as to the establishment of those facilities is an issue between those two parties or as determined by the Commission in Case No. 2008-239.

**REQUEST NO. 13:** Explain in detail the basis for your claim that Windstream is entitled to compensation for the allegedly unauthorized use of its network by Brandenburg and/or MCImetro. In conjunction with this explanation, produce all cost studies, calculations, and other documentation that supports any compensation you seek from Brandenburg and/or MCImetro, and identify the amount of compensation owed by each of Brandenburg and MCImetro.

**RESPONSE:** Windstream refers Brandenburg to its responses to Commission Staff Data Request Nos. 1 and 2 and states further that it is undisputed that Brandenburg has used and continues to use Windstream's network to deliver traffic to Verizon as Brandenburg and Verizon have failed to make arrangements to properly exchange their traffic. Brandenburg is responsible for compensating Windstream for such use of Windstream's network because Brandenburg has been routing the traffic to Windstream's network without proper authority, which has been augmented by Brandenburg's failure to remedy the misrouting and to file a timely complaint or arbitration against Verizon. As Brandenburg is the party directly causing the traffic to be directed to Windstream's Elizabethtown end office, Windstream believes it is due compensation from Brandenburg, including reimbursement for charges which Windstream may have paid a third party for the misrouted traffic. Windstream is pursuing from Brandenburg interest on the claimed amounts and believes that it may be entitled under Kentucky law to pursue treble damages but is not pursuing late payment charges. Cost studies supporting the proxy rate used by Windstream to calculate estimated compensation already were provided to counsel for Brandenburg pursuant to a protective agreement in Case No. 2007-0004. Windstream is pursuing reimbursement of its attorneys' fees and costs from all appropriate parties as the Commission or a court may determine for the fees and costs Windstream has incurred as the result of Windstream being held in the middle of what has become a seemingly interminable traffic dispute between Brandenburg and Verizon. Windstream to date does not have a final invoice regarding attorneys' fees. Windstream also is considering pursuing Verizon, as appropriate, with respect to Verizon's advocacy for continuation of the routing to and through Windstream's end office and in a manner contrary to LERG routing protocols. Windstream has not yet fully calculated or identified all compensation/damages to which it believes it is entitled but will supplement this data request as additional information becomes available.

**REQUEST NO. 14:** Explain in detail the basis for your claim that Windstream is entitled to interest payments for the allegedly unauthorized use of its network by Brandenburg and/or MCImetro. In conjunction with this explanation, produce all cost studies, calculations, and other documentation that supports any compensation you seek from Brandenburg and/or MCImetro, and identify the amount of compensation owed by each of Brandenburg and/or MCImetro.

**RESPONSE:** See Windstream's response to Data Request No. 13 above.

**REQUEST NO. 15:** explain in detail the basis for your claim that Windstream is entitled to attorneys' fees for the allegedly unauthorized use of its network by Brandenburg and/or MCImetro. In conjunction with this explanation, produce all cost studies, calculations, and other documentation that supports any compensation you seek from Brandenburg and/or MCImetro, and identify the amount of compensation owed by each of Brandenburg and/or MCImetro.

**RESPONSE:** See Windstream's response to Data Request No. 13 above.



**REQUEST NO. 16:** Admit that Windstream does not seek compensation for the use of any network facilities on Brandenburg's side of the point of interface between Brandenburg and Windstream. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving its objection that this data request is an inappropriately formatted request for admission, Windstream refers Brandenburg to the response to Data Request No. 13 above regarding compensation.

**REQUEST NO. 17:** Admit that Windstream does not seek compensation for the use of any network facilities on Brandenburg's side of the point of interface between Brandenburg and Windstream's Elizabethtown tandem. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving its objection that this data request is an inappropriately formatted request for admission, Windstream refers Brandenburg to the response to Data Request No. 13 above and states further it does not fully understand this question as the traffic in question is not being delivered by Brandenburg to Windstream's Elizabethtown tandem.

**REQUEST NO. 18:** Admit that Windstream's existing agreements with MCImetro do not address the question of what compensation may be due to Windstream as a result of Windstream's delivery of Brandenburg-originated traffic to MCImetro. If you do not so admit, please explain in detail the basis for that denial, and identify any provision of any existing agreement that is relevant to your refusal to so admit.

**RESPONSE:** Without waiving its objection that this data request is an inappropriately formatted request for admission, Windstream states that Windstream's interconnection agreement with Verizon addresses only compensation for traffic originated either by Windstream or Verizon. Additionally, the interconnection agreement between Verizon and Windstream does not provide for delivery of traffic routed contrary to LERG protocols.

**REQUEST NO. 19:** Admit that non-transit traffic such as that at issue in this dispute is not addressed in Windstream's existing agreements with MCImetro. If you do not so admit, please explain in detail the basis for that denial, and identify any provision of any existing agreement that is relevant to your refusal to so admit.

**RESPONSE:** Without waiving its objection that this data request is an inappropriately formatted request for admission, Windstream states that the contractual arrangement between Windstream and Verizon is the §251/252 interconnection agreement approved by the Commission and publicly available to Brandenburg on the Commission's website at [http://psc.ky.gov/agencies/psc/reports/intercon\\_1.html](http://psc.ky.gov/agencies/psc/reports/intercon_1.html).

**REQUEST NO. 20:** Explain in detail how traffic that is originated by Brandenburg's end-user customers and destined for an MCImetro telephone number that is rate-centered at Elizabethtown but homed behind an AT&T Louisville tandem is currently being delivered to MCImetro by Windstream.

**RESPONSE:** To provide the requested explanation, Windstream will use a particular calling example. An originating customer in Brandenburg ILEC's Vine Grove end office dials 270-769-3330. The Brandenburg Nortel DMS switch should perform a Local Number Portability query to the Number Portability Administration Center and returns an LRN of 502-554-9921. The LERG identifies this LRN as belonging to Verizon OCN 7229, Rate Center Louisville, switch name LSVLKY27X3X, associated with the LSVLKXAP2GT tandem. A LERG address beginning with "LSVLKY" signifies a location in Louisville, Kentucky, which is outside of Windstream's operating territory. Because Brandenburg has not correctly constructed the translations tables, in the example above, the Brandenburg RDCLKYXADS0 translations tables route the LRN 502-554-9921 to the Windstream EAS trunk group 404 TSC MT180443 at the EZTWKYXADS0 (Elizabethtown) end office. If the translations tables were constructed correctly, they would route the applicable LRN to AT&T's Louisville tandem.

**REQUEST NO. 21:** Admit that Windstream's Elizabethtown tandem and Windstream's Elizabethtown end office are served by the same Windstream switch. If you do not so admit, please explain in detail the basis for that denial.

**RESPONSE:** Without waiving its objection that this data request is an inappropriately formatted request for admission, Windstream states its Elizabethtown switch is designated in the LERG as a CLASS4/5 switch. Class 4 identifies the EZTWKYXA05T Tandem and Class 5 identifies the local switch EZTWKYXADS0. This classification is the same as that of the Brandenburg Radcliff switch which is designated in the LERG as a CLASS4/5 switch. Class 4 identifies the RDCLKYXA1GT Tandem, and Class 5 identifies the local switch RDCLKYXADS0.

**REQUEST NO. 22:** Admit that the switch or switches serving Windstream's Elizabethtown tandem and Elizabethtown end office are colocated in the same physical location. If you do not so admit, please explain in detail the basis for that denial.

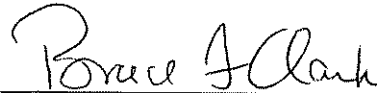
**RESPONSE:** Without waiving its objection that this data request is an inappropriately formatted request for admission, Windstream states that EZTWKYXA05T and EZTWKYXADS0 are located at 111 South Main Street, Elizabethtown, Kentucky.

**REQUEST NO. 23:** If you deny Request No. 19, above, admit that Windstream's existing agreement(s) with MCImetro offer to provide MCImetro a service by which Windstream will deliver third-party LEC transit traffic to MCImetro and identify any provision of any existing agreement that is relevant to your admission. If you do not so admit, please explain in detail the basis for that denial (including the basis for your denying both Request No. 19 and this request), and identify any provision of any existing agreement that is relevant to your refusal to so admit.

**RESPONSE:** Windstream states that the contractual arrangement between Windstream and Verizon is the §251/252 interconnection agreement approved by the Commission and publicly available to Brandenburg on the Commission's website at [http://psc.ky.gov/agencies/psc/reports/intercon\\_1.html](http://psc.ky.gov/agencies/psc/reports/intercon_1.html).



Respectfully submitted,



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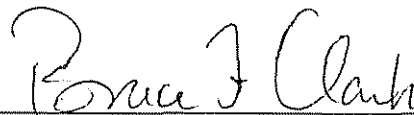
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing has been served by first class mail on those persons whose names appear below this 31<sup>st</sup> day of July, 2008.

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