



STOLL · KEENON · OGDEN  
PLLC

2000 PNC PLAZA  
500 WEST JEFFERSON STREET  
LOUISVILLE, KY 40202-2828  
MAIN: (502) 333-6000  
FAX: (502) 333-6099  
www.skofirm.com

**DOUGLAS F. BRENT**  
DIRECT DIAL: 502-568-5734  
douglas.brent@skofirm.com

March 2, 2010

RECEIVED

Mr. Jeff DeRouen  
Kentucky Public Service Commission  
P.O. Box 615  
211 Sower Boulevard  
Frankfort, KY 40601

MAR 02 2010

PUBLIC SERVICE  
COMMISSION

*RE: An Investigation Into 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 Mr. DeRouen:

Enclosed are an original and ten copies of the Direct Testimony of Don Price on behalf of MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services.

Please indicate receipt of this filing by placing your file stamp on the extra copy and returning to me via our runner.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

DFB:

Enclosures

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

In the Matter of:

INVESTIGATION INTO TRAFFIC DISPUTE  
BETWEEN BRANDENBURG TELEPHONE  
COMPANY, WINDSTREAM KENTUCKY  
EAST AND VERIZON ACCESS

Case No. 2008-00203

**DIRECT TESTIMONY OF DON PRICE**  
**ON BEHALF OF**  
**MCIMETRO ACCESS TRANSMISSION SERVICES LLC,**  
**d/b/a VERIZON ACCESS TRANSMISSION SERVICES**

**MARCH 2, 2010**

1 **I. INTRODUCTION**

2 **Q. Please state your name and business address.**

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

5

6 **Q. By whom are you employed and what is your position?**

7 A. I am the Director – State Public Policy for Verizon. MCImetro Access  
8 Transmission Services LLC, (“MCImetro”) is part of Verizon. I am testifying  
9 here on behalf of MCImetro.

10

11 **Q. What is your professional experience and educational background?**

12 A. I have more than 30 years experience in telecommunications, the vast majority of  
13 which is in the public policy area. I worked for the former GTE Southwest in the  
14 early 1980s, and then moved to the Texas Public Utilities Commission in 1984.  
15 There, I acted as a Commission witness on rate-setting and policy issues. In  
16 1986, I became Manager of Rates and Tariffs, and was responsible for Staff  
17 analyses of rate design and tariff policy issues in all telecommunications  
18 proceedings before the Commission. I was hired by MCI in 1986, where I spent  
19 19 years in jobs focused on public policy issues relating to competition in  
20 telecommunications markets, including coordination of positions in  
21 interconnection agreement negotiations.

22

23 With the close of the Verizon/MCI merger in January 2006, I assumed the  
24 position of Director – State Regulatory Policy for Verizon Business. As a result  
25 of internal reorganization, I assumed my current position in January 2010. I work

1 with various corporate departments, including those involved with product  
2 development and network engineering, to develop and coordinate policies  
3 permitting Verizon to offer products to meet customer demands in the enterprise  
4 and wholesale markets. That part of Verizon focuses on products to enterprise  
5 customers – corporate customers and government entities – and is made up  
6 largely of the former MCI competitive local exchange carrier and interexchange  
7 carrier operations, which I will refer to collectively as “MCI.”

8  
9 During my career, I have testified before state regulators in at least 27 states on a  
10 wide range of issues in many types of proceedings, including interconnection  
11 agreement arbitrations with local exchange carriers. I earned Master’s and  
12 Bachelor’s degrees in sociology from the University of Texas at Arlington in  
13 1978 and 1977, respectively.

14  
15 **Q. What is the purpose of your direct testimony?**

16 A. The purpose of my testimony is to explain why neither Windstream Kentucky  
17 East, LLC (“Windstream”) nor Brandenburg Telephone Company  
18 (“Brandenburg”) is entitled to recover anything from MCImetro with respect to  
19 the traffic in dispute in this case.

20  
21 **Q. What traffic is in dispute?**

22 A. The disputed traffic involves calls from Brandenburg’s end user customers in  
23 Radcliff that are destined for Internet Service Providers, or ISPs, that are  
24 customers of MCI and are served on MCI’s network; specifically, these are calls  
25 that Brandenburg has routed over extended area service (“EAS”) trunks to

1 Windstream's Elizabethtown network for completion to MCI metro at MCI metro's  
2 Point of Interconnection with Windstream in Elizabethtown. The traffic in  
3 dispute does not include calls placed by Windstream's Elizabethtown end user  
4 customers, and it excludes calls from Brandenburg's end user customers in  
5 Radcliff to Windstream's end user customers in Elizabethtown.

6

7 **Q. On what basis does Windstream claim compensation from MCI metro?**

8 A. The basis for Windstream's claim against MCI metro is not clear. In  
9 Windstream's August 26, 2009 filing in this docket, it claimed that it was entitled  
10 to \$1,565,623 based on usage charges, local number portability ("LNP") services  
11 and interest. Windstream stated that the amounts due for usage were based on a  
12 rate of \$.0045 per minute of use from August 2005 to September 24, 2009.  
13 Although Windstream did not state the source of that rate, it corresponds to the  
14 end office rate in its tariff for transit services. Windstream does not state how the  
15 amount claimed for LNP queries was calculated or the legal basis for recovering  
16 that amount. Nor does Windstream state the basis for its claims for interest.

17

18 **Q. Who did Windstream say should pay these amounts?**

19 A. Windstream stated that it considered Brandenburg to be the principal party  
20 responsible for payment, but also claimed that MCI metro shared responsibility  
21 solely because it benefitted from the routing of this traffic by Brandenburg.  
22 Windstream did not elaborate on this theory of liability.

23

24 **Q. Is Windstream correct that MCI metro must pay because it received the**

1           **disputed traffic?**

2

3    A.    No. Windstream does not point to any tariff under which it might have provided  
4           service to MCI metro or to any contract provision that would require MCI metro to  
5           compensate it, and to my knowledge there is no such provision. To the contrary,  
6           pursuant to the terms of Windstream's transit tariff, it is the originating party (in  
7           this case, Brandenburg) that compensates a transit provider for transporting  
8           traffic, not the terminating provider. Likewise, if a downstream carrier like  
9           Windstream makes LNP queries that should have been made by an upstream  
10          carrier (in this case, Brandenburg), the downstream carrier may charge the  
11          upstream carrier for doing so, not the terminating carrier (in this case, MCI metro).

12

13   **Q.    What is the basis for Brandenburg's claim against MCI metro?**

14    A.    As I understand Brandenburg's position based on its August 26, 2009 filing in this  
15          docket, Brandenburg claims that MCI metro had a duty to interconnect with  
16          Brandenburg and because it did not do so it should be responsible for any  
17          payments Brandenburg is required to make to Windstream.

18

19   **Q.    Is Brandenburg correct that MCI metro had a duty to interconnect with it?**

20    A.    No. MCI metro has no customers in Brandenburg's service territory and therefore  
21          has had no duty to interconnect with Brandenburg.

22

23   **Q.    Has MCI metro attempted to work out interconnection arrangements with**

24          **Brandenburg?**

1 A. Yes. MCImetro has engaged in extensive negotiations with Brandenburg and has  
2 proposed three alternative interconnection arrangements. First, MCImetro has  
3 offered to establish a point of interconnection on Brandenburg's network,  
4 provided that Brandenburg agrees to compensate MCImetro for traffic that is  
5 originated on Brandenburg's network and terminated on MCI's network. Second,  
6 MCImetro has proposed to establish an interconnection point outside of  
7 Brandenburg's incumbent network in exchange for other terms and conditions,  
8 which Brandenburg also has been unwilling to accept. Third, Verizon has  
9 proposed that traffic be handed off at a meet point and handled on a bill-and-keep  
10 basis. Verizon remains willing to negotiate a commercially reasonable  
11 interconnection arrangement with Brandenburg.

12  
13 **Q. Is MCImetro required to compensate Brandenburg for charges associated**  
14 **with the disputed traffic?**

15 A. No. Like Windstream, Brandenburg fails to cite any contract or tariff provision  
16 that would entitle it to payment from MCImetro. Rather, Brandenburg appears to  
17 be claiming that MCImetro should be required to indemnify Brandenburg for any  
18 amounts that it is required to pay to Windstream. Although I am not a lawyer, I  
19 am not aware of any authority the Commission would have to require one carrier  
20 to indemnify another under these circumstances.

21  
22 **Q. Does this conclude your direct testimony?**

23 A. Yes.

**CERTIFICATE OF SERVICE**

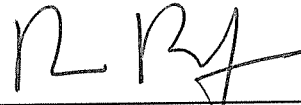
I hereby certify that a true and accurate copy of the foregoing was served on the following by first-class United State mail, sufficient postage prepaid, this 2<sup>nd</sup> day of March, 2010.

Bruce F. Clark  
Stites & Harbison, PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort KY 40602-0634

*Counsel to Windstream*

John E. Selent  
Edward T. Depp  
Holly C. Wallace  
DINSMORE & SHOHL LLP  
1400 PNC Plaza  
500 W. Jefferson Street  
Louisville, KY 40202

*Counsel to Brandenburg Telephone Company*



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*Counsel to MCIMetro Access Transmission  
Services LLC*