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March 2, 2010

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HAND DELIVERED

Jeff R. Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
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MAR 02 2010

**PUBLIC SERVICE
COMMISSION**

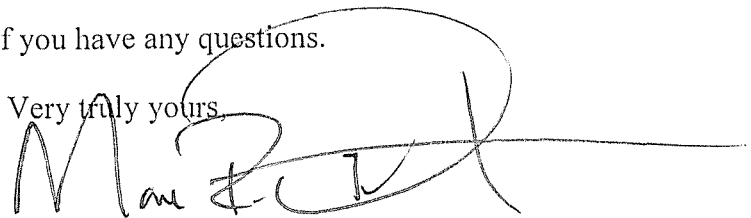
RE: P.S.C. Case No. 2008-00203

Dear Mr. Derouen:

Enclosed please find the original and ten copies of Kerry Smith's Supplemental Testimony in the above matter. The original of Mr. Smith's verification will be filed later this week.

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Mark R. Overstreet

cc: Douglas F. Brent
John E. Selent

COMMONWEALTH OF KENTUCKY

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BEFORE THE PUBLIC SERVICE COMMISSION

MAR 02 2010

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

SUPPLEMENTAL TESTIMONY

OF

KERRY SMITH

ON BEHALF OF WINDSTREAM KENTUCKY EAST, LLC

Filed March 2, 2010

1
2 **SUPPLEMENTAL TESTIMONY OF KERRY SMITH**

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

4 A. My name is Kerry Smith. I am Staff Manager of Wholesale Services and am submitting
5 supplemental testimony on behalf of Windstream Kentucky East, LLC (“Windstream
6 East”). My business address is 4001 Rodney Parham Drive, Little Rock, Arkansas 72212.

7 **Q. Are you the same witness that testified in this matter previously on behalf of**
8 **Windstream East?**

9 A. Yes. I previously submitted prefiled direct and rebuttal as well as live testimony on
10 behalf of Windstream East.

11 **Q. What did your prior testimony establish in this matter?**

12 A. My testimony addressed that Windstream East's network has been used by Brandenburg
13 Telephone Company ("Brandenburg") and MCImetro Access Transmission Services,
14 LLC d/b/a Verizon ("Verizon") in an unauthorized manner to exchange those parties'
15 traffic and that Windstream East should be compensated, primarily by Brandenburg, for
16 these parties' continued use of Windstream East's network.

17 **Q. What has the record already established in this matter with respect to compensation**
18 **and liability?**

19 A. The record has demonstrated the following with respect to compensation and liability:

- 20 • The traffic in question arises when Brandenburg's customers call dial-up Internet
21 service providers ("ISPs") which are customers of Verizon.
22
23 • The traffic has nothing to do with any Windstream East customer.
24
25 • Windstream East's involvement in this proceeding and its inability to mitigate the
26 amounts that it is owed is a result of two things: (1) the Commission's July 1, 2008
27 Order which required the unauthorized routing of the Brandenburg-Verizon traffic to
28 continue to be exchanged indirectly through Windstream East's network; and (2) the

1 failure or refusal of Brandenburg and Verizon to timely resolve their traffic dispute
2 and reroute the traffic away from Windstream East's network.
3

- 4 • Windstream East's involvement in this matter generally is a result of two things: (1)
5 Brandenburg's failure to properly route its traffic to Verizon pursuant to LERG
6 protocols; and (2) Brandenburg's efforts to conceal the nature of the traffic it
7 delivered to Windstream East.
8
- 9 • Brandenburg improperly routed calls from its customers to Verizon's ISP customers
10 over the extended area service ("EAS") trunks with Windstream East that are
11 designed to carry only EAS traffic between Brandenburg's Radcliff and Vine Grove
12 customers and Windstream East's Elizabethtown customers.
13
- 14 • Brandenburg does not dispute that the traffic in question is traffic flowing between its
15 customers and Verizon's customers and, therefore, that the traffic is not EAS traffic
16 between its customers and Windstream East's customers.
17
- 18 • Brandenburg and Verizon could have chosen to exchange their traffic directly
19 between them or indirectly through the proper third party carrier's tandem. Direct
20 interconnection would have been appropriate here given the very high volumes of
21 calls that are exchanged between Brandenburg and Verizon. However, Brandenburg
22 and Verizon did not do so and instead exchanged their traffic indirectly based on their
23 collective failure to negotiate or arbitrate a resolution to their traffic dispute.
24
- 25 • In order to properly exchange their traffic indirectly through a third party carrier's
26 tandem, the Local Exchange Routing Guide ("LERG") protocols provide for the
27 traffic to be routed by Brandenburg to Verizon through AT&T's Louisville tandem.
28 Windstream East's network is nowhere on the call path for this traffic because
29 Verizon does not subtend Windstream East's Elizabethtown tandem. Verizon
30 designated in the LERG that Brandenburg should have delivered its traffic to Verizon
31 through AT&T's tandem in Louisville. Thus, Windstream East is not the proper
32 "middle man" - AT&T's tandem in Louisville is the only third party "middle man".
33 The extraordinarily high call volumes of their traffic, however, indicate that
34 Brandenburg and Verizon both had a responsibility to make arrangements years ago
35 for direct interconnection.
36
- 37 • Verizon's witness recognized that the LERG is the mechanism all wireless, wireline,
38 and inter/intra-exchange carriers rely upon for proper routing of their traffic.
39
- 40 • Brandenburg took action to circumvent the LERG protocols and route its traffic to
41 Verizon through the Windstream East-Brandenburg EAS trunks. The parties did not
42 design the EAS trunks to record the traffic, and Brandenburg acknowledges that it did
43 not notify Windstream East about what it was doing. Windstream East, therefore,
44 would not have known about the issue.
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- After the traffic was discovered by Windstream East through its investigation of another issue, Brandenburg and Verizon were permitted to continue to misroute the traffic indirectly through Windstream East's network pursuant to the Commission's July 1, 2008 Order.
- Windstream East believes that the primary reason that Brandenburg and Verizon have not made arrangements to properly exchange and pay for their traffic is that they have had no financial incentive to do so as long as Windstream East had to continue to allow the routing indirectly through its network and so long as Brandenburg did not have to bear the financial responsibility for routing its traffic properly through AT&T's tandem in Louisville.
- At any point over the last several years, Brandenburg could have, and should have, immediately rerouted the calls properly through AT&T's tandem in Louisville. Such rerouting could have been accomplished by Brandenburg performing approximately ten to fifteen minutes worth of translations work in its switch.
- Witnesses for Verizon and Windstream East explained that Brandenburg could have rerouted its traffic properly in this manner and at the same time rated the traffic as local (instead of toll) to its end users. In other words, even if Brandenburg had to route the traffic as toll and bear some financial cost for that routing as a company while it sorted out its dispute with Verizon, it could have refrained from charging its customers for toll and billed them as if the calls were local. If Brandenburg had done so, there would have been no financial impact to Brandenburg's customers, and Brandenburg could have mitigated its financial liability to Windstream East. Brandenburg did not do so and has continued to act in a manner that has forced Windstream East to bear the financial responsibility for Brandenburg's traffic.
- Brandenburg and Verizon both misrepresented to the Commission in 2008 that an interconnection agreement between them was imminent.
- During the time that Brandenburg and Verizon have failed to make arrangements for the proper exchange of their traffic, they each have received the benefit of retail revenues collected from their customers for their traffic. Windstream East, on the other hand, has no retail relationship with the Brandenburg customers making the calls or with the ISP customers of Verizon receiving the calls.
- Likewise, Windstream East has not collected any wholesale revenues from either Brandenburg or Verizon for this traffic.
- The routing of the Brandenburg-Verizon traffic through Windstream East' network is not an authorized service that Windstream East has provided pursuant to any EAS agreement, interconnection agreement, or tariff. The continued routing, once it was discovered by Windstream East, has been a function of the Commission's July 1, 2008 Order.

- Windstream East's end office transit tariff rate of \$0.0045 is a sufficient proxy to be used by the Commission to calculate appropriate compensation to be paid to Windstream East. This rate should be used as a proxy because the function Windstream East provided to Brandenburg is similar to transit service even though it is not authorized transit service. (It is not authorized transit service as the traffic is routed through Windstream East's Elizabethtown end office which is not designed to function as a tandem and as Verizon subtends the AT&T Louisville tandem - not Windstream East's Elizabethtown end office.)
- The total amount of compensation due to Windstream East by Brandenburg for the unauthorized use of Windstream East's network is approximately \$1,633,207.00 plus fees and costs. Any amounts Verizon may owe Brandenburg by way of reimbursement may be taken up in a separate proceeding between those two carriers.

I. LIABILITY

Q. Did the record in this proceeding address which party - Verizon or Brandenburg - should compensate Windstream East for the use of its network to exchange the Verizon/Brandenburg traffic?

A. Yes, the record establishes that Brandenburg is the party primarily responsible to Windstream East with respect to the amounts owed to Windstream East. To begin, the calls in question are routed to Windstream East over the EAS trunks between Brandenburg and Windstream East as a direct result of Brandenburg performing the switching translations necessary to deliver the calls from its customers to Verizon through Windstream East's network.

Q. Did the record in this proceeding address whether Brandenburg knew that the traffic was not Brandenburg-Windstream East EAS traffic that should be routed to Windstream East's end office in Elizabethtown?

A. Yes. Brandenburg's witness acknowledged that Brandenburg discovered as early as 2005 that the calls in question were actually calls to Verizon's customers and not calls to Windstream East customers. Specifically, Brandenburg's witness explained that

1 Brandenburg performed some local number portability ("LNP") queries in 2005 and
2 discovered that some of the calls that Brandenburg was sending to Windstream East were
3 not completing. Brandenburg's witness testified that the calls were not completing
4 because they were calls to Verizon numbers in Elizabethtown but the
5 LERG/Brandenburg switch was attempting to correctly route the calls over the AT&T
6 facilities. In other words, Brandenburg knew as early as 2005 that (i) Verizon had
7 established codes in Windstream East's territory but rate-centered those codes in AT&T's
8 Louisville territory; (ii) it needed to route the calls to Verizon through AT&T's tandem in
9 Louisville in order to correctly follow LERG protocols; and (iii) the calls did not have
10 any connection to Windstream East or any Windstream East end user.

11 **Q. What are the LNP queries and why are they important?**

12 A. These queries are performed in territories where competitors ("CLECs") may be porting
13 numbers from the ILEC. They are important because they identify where traffic should be
14 routed that is being sent to a CLEC who has ported an applicable telephone number from
15 the ILEC. For example, in this case, the record demonstrates that Brandenburg's own
16 CLEC affiliate and Verizon each started offering services in Windstream East's
17 Elizabethtown exchange around 2002 and began porting numbers from Windstream East
18 at that time. Significantly, therefore, Brandenburg personnel knew as early as 2002 that
19 Brandenburg needed to perform LNP queries for the traffic as they were also having to
20 perform LNP queries for their own CLEC traffic. Yet, Brandenburg refused to perform
21 the LNP queries for the traffic in question here.

22 **Q. Why is it important that Brandenburg learned that Verizon had established**
23 **separate routing and rating points for the codes for this traffic?**

1 A. Brandenburg stated on the record in this proceeding that it performed some LNP queries
2 in 2005, discovered that the traffic was actually Brandenburg-Verizon traffic and not
3 Brandenburg-Windstream East EAS traffic, and then promptly ceased performing the
4 queries. This is an important point because it demonstrates very clearly that as early as
5 2005, Brandenburg knew that, in order to correctly route the traffic according to the
6 manner in which Verizon had rate-centered its code in the AT&T Louisville tandem, that
7 Brandenburg would have to route the traffic to Verizon as toll and incur some financial
8 responsibility for this traffic until such time as it could negotiate or arbitrate an agreement
9 with Verizon. This establishes the financial motive for the reason that Brandenburg took
10 the actions it did to conceal the nature of the traffic from Windstream East.

11 **Q. Did Brandenburg notify Windstream East about this issue after Brandenburg**
12 **discovered it in 2005?**

13 A. No, it did not which we believe contributes to Brandenburg's culpability in this matter.
14 As previously established on the record, Brandenburg was aware that the EAS trunks
15 established to exchange the EAS calls from Brandenburg customers to Windstream East
16 customers did not record traffic passing over the trunks. Thus, Brandenburg was aware
17 that Windstream East did not have a reason to know about the true identity of the traffic.
18 Most significantly, Brandenburg's witness stated that instead of notifying Windstream
19 East about the issue, Brandenburg decided to stop performing the LNP queries (which
20 identified the calls as being traffic to Verizon instead of Windstream East) and continue
21 routing the calls to Windstream East as if the calls were EAS calls from Brandenburg
22 customers to Windstream East customers. Its witness indicated that Brandenburg
23 believed its actions were justified because it believed the traffic going to Verizon was *de*

1 *minimus* (a point which was contradicted by Verizon's data request responses which
2 showed that in 2005 the volume was as high as 10 to 30 million minutes per month). The
3 result of Brandenburg's actions was that the traffic appeared to Windstream East for a
4 long period of time to be EAS traffic between Brandenburg and Windstream East instead
5 of traffic from Brandenburg customers to dial-up ISP customers of Verizon.

6 **Q. When and how did Windstream East learn the true identity of the traffic that**
7 **Brandenburg was sending to it?**

8 A. Windstream East believed that Brandenburg was among a group of ILECs in Kentucky
9 that were using Windstream East's network to provide transit service but declining to
10 compensate Windstream East for providing transit service. In 2006, we performed an
11 initial, high-level audit of the local trunk groups between all ILECs and Windstream East
12 and discovered that ILECs were sending transit traffic to Windstream East through
13 Windstream East's end offices that are not designed to function as tandems. Windstream
14 East's translations engineer began working with the ILECs in late 2006 to early 2007 to
15 move their transit traffic away from Windstream East's end offices (and to the appropriate
16 Windstream East tandem). One of the ILECs was Brandenburg, which we also
17 discovered was not performing the LNP queries and also was sending an extremely high
18 volume of traffic to Windstream East's end office well in excess of a DS1 level of traffic.
19 Windstream East contacted Brandenburg around February 2007 regarding in particular its
20 failure to perform the LNP queries for its traffic from 2005.

21 **Q. Did Brandenburg comply with Windstream East's request or otherwise notify**
22 **Windstream East at that time about the issue with the Brandenburg-Verizon**
23 **traffic?**

1 A. No. Brandenburg declined to move its traffic and also denied Windstream East's requests
2 to perform the required LNP queries for its traffic. Although Brandenburg eventually
3 began performing the LNP queries around April 3, 2007, it continued to refuse to reroute
4 the traffic to Windstream East's tandem. We now understand that may have been because
5 Brandenburg did not want Windstream East to know the true nature of the traffic in
6 question. It also appears that when Brandenburg finally had started performing the LNP
7 queries in 2007, it had to make (at the same time) a deliberate translations change in its
8 switch to override the proper LERG protocols to continue having the Brandenburg-
9 Verizon traffic route incorrectly over the Brandenburg-Windstream East EAS trunks.

10 **Q. What was the result of these developments?**

11 A. As a result of Windstream East's continued pursuit of the transit issues with the ILECs, I
12 was asked to more closely evaluate each ILEC's traffic that it was routing through
13 Windstream East's end offices. During the course of my evaluation, I was able to begin
14 capturing and recording the traffic and discovered that Brandenburg's traffic was going to
15 one party - Verizon - and that Verizon did not subtend Windstream East's end office. In
16 particular, I learned that the traffic destined to Verizon from Brandenburg was for
17 telephone numbers that had been ported from Windstream East to Verizon and that the
18 Verizon switch serving those numbers was located behind the AT&T tandem in
19 Louisville. It was at this time around April 2008 that we notified Brandenburg we knew
20 what it was doing and that Brandenburg needed to immediately move its traffic.
21 Brandenburg stated it had a self-imposed deadline of May 20, 2008 by which it would
22 have the traffic properly rerouted via direct interconnection with Verizon. As of June 2,
23 2008, Brandenburg had not meet its own deadline and failed to move the traffic.

1 **Q. What is your conclusion as to Brandenburg's liability to Windstream East as a**
2 **result of the foregoing?**

3 A. It is for these reasons that we believe that Brandenburg is the party which is responsible
4 for paying the compensation to Windstream East. This position is supported primarily by
5 the facts that Brandenburg: (i) took action to conceal the true nature of the traffic in
6 question by starting and then stopping the LNP queries; (ii) failed to notify Windstream
7 East about the issue; (iii) failed to timely negotiate or arbitrate an interconnection
8 agreement or other arrangement for the exchange and compensation of calls made by its
9 customers to customers of Verizon; (iv) apparently took affirmative action to override its
10 switch translations after it began performing the LNP queries in order to allow the
11 improper routing to continue contrary to LERG protocols; and (v) failed to mitigate the
12 ongoing impact to Windstream East by refusing to assume financial responsibility for its
13 own traffic by correcting the routing through Louisville and rating the traffic as non-toll
14 to its customers.

15 **Q. Does Windstream East contend that Verizon has any responsibility in this matter?**

16 A. We can see where Brandenburg could make a case that Verizon should reimburse
17 Brandenburg for some of the money Brandenburg owes to Windstream East. In
18 particular, Verizon's actions in failing to timely or responsibly address its traffic dispute
19 with Brandenburg certainly have not helped to resolve this matter, and I understand from
20 the testimony that Verizon may have refused Brandenburg's offer to enter into an
21 agreement containing the same terms and conditions as another agreement that Verizon
22 had negotiated with another Kentucky ILEC. I can state further that we believe Verizon
23 acted erroneously during the parties' June 5, 2008 call with Commission Staff where

1 Verizon supported that Brandenburg did not have to route the traffic to AT&T's
2 Louisville tandem and instead that Windstream East should be ordered to endure the
3 misrouting through its network. Additionally, Brandenburg may be able to show that
4 Verizon created this scenario where it has codes with different rating and routing points.
5 Windstream East sympathizes with Brandenburg to the extent that we recognize the
6 difficulties that can arise when a carrier like Verizon establishes different rating and
7 routing points for its codes and that these issues may lead to financial and routing
8 disputes. To the extent that Verizon and Brandenburg obviously disagreed about the
9 terms of such an agreement or arrangement, they both share responsibility for failing to
10 timely pursue the arbitration of such an agreement before the Commission.

11 **Q. What do you conclude from the record regarding the respective liability of Verizon**
12 **and Brandenburg for the compensation due to Windstream East?**

13 **A.** Brandenburg is the party responsible for compensating Windstream East for the claimed
14 amounts. Whether Brandenburg believes it should be reimbursed by Verizon for some of
15 those amounts is a separate matter that should be handled between those two parties and
16 without further inconvenience to Windstream East.

17 **Q. Can you provide a high level summary of the items that contribute most directly to**
18 **your conclusion above?**

19 **A.** Yes. First, it is undisputed that Windstream East's network has been used to exchange the
20 traffic between Verizon and Brandenburg and that the traffic has nothing to do with any
21 Windstream East customer. On that basis alone, Windstream East should be compensated
22 by someone in this matter although, to date, it has not received any compensation for the
23 use of its network. Second, Brandenburg took action to disguise the nature of the traffic

1 from Windstream East by routing the traffic to Windstream East over unrecorded EAS
2 trunks and then also by starting and then stopping the LNP queries; Brandenburg's
3 explanation that its actions were based on its belief that the arrangement would be
4 temporary until Brandenburg could reach an agreement with Verizon, does not in fact
5 justify its actions. Third, Brandenburg's purported "temporary" solution lasted for many
6 years and resulted in enormous volumes of traffic being sent through Windstream East's
7 network. Fourth, Brandenburg admits to providing no notice to Windstream East about
8 the issue. Fifth, even after resuming the LNP queries, Brandenburg apparently took
9 action to code its switch translations to override LERG protocols and continue the
10 misrouting through Windstream East's network. Sixth, Brandenburg collected retail
11 revenues from its customers with respect to this traffic although it has taken advantage of
12 Windstream East performing the routing at no cost to date. Seventh, Brandenburg failed
13 to timely negotiate or arbitrate an agreement with Verizon that would have resolved the
14 issue. Eighth, Brandenburg failed to mitigate its financial responsibility to Windstream
15 East by immediately routing the traffic properly through AT&T's Louisville tandem and
16 not charging its customers for toll. Ninth, Brandenburg's actions to misroute the traffic
17 through Windstream East's network appear to have been motivated by Brandenburg's
18 desire to avoid the financial implications associated with routing the traffic to Verizon
19 through the AT&T Louisville tandem. At the same time, Brandenburg's actions to
20 misroute the traffic through Windstream East also resulted in Brandenburg avoiding the
21 expense of any direct connections with Verizon. All total, Brandenburg's actions directly
22 placed Windstream East in the middle of Brandenburg's traffic dispute with Verizon, and
23 Brandenburg has failed at all points along the way to accept responsibility for its traffic

1 and to remove Windstream East from the middle of the dispute. Windstream East has
2 incurred a great amount of fees and expense as a result of Brandenburg's actions, and it
3 should be compensated fully by Brandenburg.

4
5 As to my conclusion regarding whether Brandenburg may seek reimbursement from
6 Verizon, Verizon also appears to have led Commission Staff in 2008 to believe that
7 resolution of its traffic dispute with Brandenburg was imminent. Additionally, I do not
8 have personal knowledge of this fact, but Brandenburg has asserted that it offered
9 reasonable terms and conditions to Verizon back in 2005 which were subsequently
10 rejected by Verizon. Further, Brandenburg may argue that Verizon's actions in rate
11 centering its code in Louisville contributed to this issue. In no event, however, should
12 such a separate proceeding delay further Windstream East being fully compensated by
13 Brandenburg for the use of its network and being removed immediately from the middle
14 of the Brandenburg/Verizon traffic dispute.

15
16 **II. COMPENSATION AMOUNTS**

17 **Q. What amounts generally does Brandenburg owe to Windstream East for its use of**
18 **Windstream East's network?**

19 A. Generally speaking, Brandenburg should compensate Windstream East in an amount of
20 \$1,633,207.00 for the total volume of calls (on a per-minute basis) that was routed over
21 Windstream East's network and for the LNP queries Windstream East had to arrange to
22 be performed during the time that Brandenburg was failing to do so plus interest and fees
23 and costs incurred by Windstream East as a particular result of Brandenburg's actions in

1 ensuring that Windstream East has been held in the middle of Brandenburg's dispute with
2 Verizon.

3 **Q. What amount should Brandenburg pay to Windstream East for the high volume of**
4 **calls that has been routed through Windstream East's network?**

5 A. Brandenburg should compensate Windstream East in an amount of \$1,588,510.00
6 representing the volume of minutes that have been delivered to Verizon through
7 Windstream East's network inclusive of interest. This amount was derived by multiplying
8 the minutes of use by Windstream East's proxy rate of \$0.0045 and then applying a
9 monthly interest rate (not compounded). By "minutes of use," I am referring to the length
10 of time that the calls were routed over Windstream East's network. Typically with traffic
11 to dial-up ISPs, the calling volumes are particularly high. Thus, you may have only a
12 fewer number of customers calling the dial-up ISP, but each call may last for long periods
13 of time. The breakdown of the minutes of use, by month, as well as the interest amounts
14 are reflected on Exhibit 1 attached hereto. Additionally, because the routing is ongoing, I
15 estimate that, based on current volumes, the compensation (exclusive of interest) due to
16 Windstream East increases approximately \$263.48 for every day that Windstream East
17 continues to be held in the middle of the dispute.

18 **Q. How did Windstream East arrive at the amounts due for the minute of use charges?**

19 A. We determined the monthly volumes of minutes of Brandenburg's traffic and then
20 multiplied those volumes by the proxy rate of \$0.0045. As I explained previously, we
21 used this end office transit rate as a proxy since it is the closest rate that Windstream East
22 has to the type of function Windstream East is providing in this instance. We determined
23 the monthly volume of minutes in two ways. First, for the minutes during the time from

1 May 2007 to February 5, 2010, Windstream East used the actual recordings it had
2 gathered as a result of its pursuit of the Kentucky ILECs in the transit tariff proceeding.
3 Thus, the minutes that Windstream East included in Exhibit 1 from May 2007 to
4 February 5, 2010 are from actual recordings of the traffic Brandenburg delivered to
5 Verizon through Windstream East's network. Second, for the time periods prior to May
6 2007, Windstream East used the minutes that were provided by Verizon in its response to
7 Brandenburg's Data Request No. 14 to Verizon. (See, Exhibit 2.) Verizon's information
8 addressed how many minutes it believed had been exchanged with Brandenburg from
9 August 2005 to June 2008. (See Column labeled DR-14 Local Term (Over 3:1) Minutes
10 on Exhibit 2.) Verizon's suggested minutes closely approximate Windstream East's
11 actual recordings and also provide data for the periods prior to the time that Windstream
12 East recorded the traffic. Additionally, I should note that Verizon's data request Response
13 No. 1 to Windstream indicates that the traffic in question may have been exchanged
14 through Windstream East's network as early as August 2003 and in volumes as high as, if
15 not higher than, ten million minutes per month.

16 **Q. Is Windstream East also due compensation for Brandenburg's LNP queries?**

17 A. Yes. As I addressed previously, Windstream East performed LNP queries for the months
18 of August 2005 through March 2007 during the time that Brandenburg declined to
19 perform its queries. As a result, Windstream East is seeking compensation from
20 Brandenburg for the amount of \$36,299.00 plus interest of \$8,398.00.

21 **Q. How did you arrive at these amounts for compensation for the LNP queries?**

22 A. We used a current estimate of 16.5 minutes per message (for a total of 11.9 million
23 calculated messages) and applied a rate of \$0.00305, and then we calculated interest in

1 the same manner as I explained above for the minute of use charges. To begin, "message"
2 as I have used it here refers to each instance in which a Brandenburg customer initiated a
3 telephone call to Verizon's ISP customer, in which case an LNP query would have
4 needed to have been performed. In order to estimate the number of messages (or, simply
5 put, the number of times that Brandenburg should have been performing LNP queries but
6 was not thereby forcing our switch to perform that function), I captured a sample month's
7 worth of total minutes of use and messages from Brandenburg. Based on that sample, I
8 determined the ratio of minutes of use to messages which allowed me to determine the
9 average number of messages (*i.e.*, LNP queries) that would be run on the respective
10 volume of minutes. I then applied that ratio to Brandenburg's total volume of minutes for
11 the applicable months and multiplied by the applicable rate. The rate I used as a proxy is
12 one out of Windstream East's interstate access tariff that it assesses to long distance
13 companies upon request for unqueried calls.

14 **Q. Does Windstream East believe it is also entitled to be reimbursed by Brandenburg**
15 **for any other amounts?**

16 A. Yes. First, although the Commission is generally without authority to award
17 reimbursement of attorneys' fees and costs, in this instance Windstream East believes
18 that it should be reimbursed for the costs of having to defend against what is effectively
19 Brandenburg's traffic dispute with Verizon. Brandenburg's actions directly led to
20 Windstream East incurring these significant fees and costs, and Windstream East would
21 not have been involved in this matter at all had Brandenburg not routed this traffic to
22 Windstream East pretending that it was Brandenburg-Windstream East EAS traffic.
23 Second, Windstream East notes that it further is owed compensation by Brandenburg

1 with respect to the EAS trunks between Brandenburg and Windstream East. In particular,
2 those trunks are sized based on the amount of traffic estimated to be traversing them.
3 Therefore, because of the extremely high volume of minutes Brandenburg was routing to
4 Verizon over the EAS trunks, Windstream East anticipates that it likely has incurred
5 increased costs to sustain larger EAS facilities between itself and Brandenburg. For
6 instance, it has been estimated on the record herein that more than 50% of the current
7 traffic being delivered over the EAS trunks is not Brandenburg-Windstream East EAS
8 traffic but instead is the Brandenburg-Verizon traffic.

9 **Q. Did Windstream East address these compensation amounts on the record in this**
10 **proceeding?**

11 A. Yes, although neither Brandenburg nor Verizon took the opportunity to sufficiently
12 dispute Windstream East's information. Rather, each took the position that Windstream
13 East should be paid some amount but not by it. I should also mention that after the
14 hearing and the time that the parties had briefed the issues in this proceeding,
15 Brandenburg sought to introduce a traffic study that it performed.

16 **Q. Did Windstream East request a copy of Brandenburg's asserted traffic study?**

17 A. Yes, and Brandenburg provided a copy. (See Exhibit 3.)

18 **Q. Did you review Brandenburg's asserted traffic study, and can you speak to the**
19 **validity of the study?**

20 A. Yes, I reviewed the study which Brandenburg provided to Windstream East on December
21 8, 2009. However, the study provides no viable evidence that contradicts Windstream's
22 volume of minutes set forth above in our calculations. Instead, Brandenburg's study
23 attacks Windstream East's estimate involving the number of messages that would be

1 involved in calculating the actual LNP queries. Brandenburg's study does not dispute the
2 minutes of use that both Windstream East recorded and that Verizon provided. To the
3 contrary, Brandenburg's study demonstrates that Windstream East's minutes of use data
4 are accurate. In short, Brandenburg's study attempts only to dispute the number of
5 messages used to calculate Windstream East's compensation requested for the LNP
6 queries, but it does not dispute the minutes used to calculate the majority of
7 compensation due to Windstream East.

8 **Q. Can you summarize your supplemental testimony?**

9 A. Neither Brandenburg nor Verizon dispute that Windstream East is due some
10 compensation. Instead, they point the finger at the other as to whom should pay.
11 Windstream East did not voluntarily accept this traffic from Brandenburg. Instead, the
12 routing occurred initially because Windstream East did not know what Brandenburg was
13 doing and then subsequently as a result of the Commission's July 1, 2008 Order which
14 required Windstream East to allow the routing to continue. Arguably, the Commission's
15 Order was based, at least in part, on the misrepresentations by Brandenburg that it could
16 not reroute the traffic through AT&T's Louisville tandem (more accurately, Brandenburg
17 was unwilling to do so) and on the misrepresentations by Brandenburg and Verizon that
18 resolution of their ongoing traffic dispute was imminent. Windstream East's network has
19 been used, and it should be fully compensated by Brandenburg as a result of
20 Brandenburg's actions to have Windstream East be financially responsible for
21 Brandenburg's traffic to Verizon. Whether Brandenburg may be entitled to some
22 reimbursement from Verizon is a separate matter that may be pursued between
23 Brandenburg and Verizon but in no way should result in further delay of payment to


1 Windstream East by Brandenburg in the total amount of \$1,633,207.00 plus applicable
2 fees and costs.

3 **Q. Does this conclude your supplemental testimony?**

4 **A. Yes, at this time.**

Verification

The foregoing testimony is true and correct to the best of my knowledge and belief.



KERRY SMITH

STATE OF ARKANSAS

)

) SS

COUNTY OF PULASKI

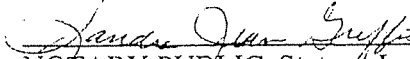
)

The foregoing testimony was subscribed and sworn to before me this 2nd day of March, 2010 by Kerry Smith.

My commission expires:

September 1, 2011





NOTARY PUBLIC, State at Large

EXHIBIT 1

Summary of Brandenburg owed Amounts

Billing Month	Minutes	Proxy		0.005		Total Due
		Rate	Amount Due	Interest Due		
Aug-05	30,126,451	0.0045	\$ 135,569	\$ -	\$	135,569
Sep-05	11,213,961	0.0045	\$ 50,463	\$ 678	\$	51,141
Oct-05	10,553,531	0.0045	\$ 47,491	\$ 930	\$	48,421
Nov-05	10,192,281	0.0045	\$ 45,865	\$ 1,168	\$	47,033
Dec-05	10,409,090	0.0045	\$ 46,841	\$ 1,397	\$	48,238
Jan-06	10,294,804	0.0045	\$ 46,327	\$ 1,631	\$	47,958
Feb-06	9,616,268	0.0045	\$ 43,273	\$ 1,863	\$	45,136
Mar-06	9,879,781	0.0045	\$ 44,459	\$ 2,079	\$	46,538
Apr-06	8,909,886	0.0045	\$ 40,094	\$ 2,301	\$	42,396
May-06	8,772,866	0.0045	\$ 39,478	\$ 2,502	\$	41,980
Jun-06	8,765,713	0.0045	\$ 39,446	\$ 2,699	\$	42,145
Jul-06	9,104,426	0.0045	\$ 40,970	\$ 2,897	\$	43,866
Aug-06	8,430,868	0.0045	\$ 37,939	\$ 3,101	\$	41,040
Sep-06	7,472,971	0.0045	\$ 33,628	\$ 3,291	\$	36,919
Oct-06	7,661,427	0.0045	\$ 34,476	\$ 3,459	\$	37,936
Nov-06	7,356,529	0.0045	\$ 33,104	\$ 3,632	\$	36,736
Dec-06	7,403,474	0.0045	\$ 33,316	\$ 3,797	\$	37,113
Jan-07	7,272,843	0.0045	\$ 32,728	\$ 3,964	\$	36,691
Feb-07	6,367,195	0.0045	\$ 28,652	\$ 4,127	\$	32,780
Mar-07	6,569,761	0.0045	\$ 29,564	\$ 4,271	\$	33,835
Apr-07	5,700,730	0.0045	\$ 25,653	\$ 4,418	\$	30,072
May-07	6,523,969	0.0045	\$ 29,358	\$ 4,547	\$	33,905
Jun-07	4,778,935	0.0045	\$ 21,505	\$ 4,693	\$	26,199
Jul-07	4,643,247	0.0045	\$ 20,895	\$ 4,801	\$	25,696
Aug-07	4,547,738	0.0045	\$ 20,465	\$ 4,905	\$	25,370
Sep-07	3,968,371	0.0045	\$ 17,858	\$ 5,008	\$	22,865
Oct-07	3,762,589	0.0045	\$ 16,932	\$ 5,097	\$	22,029
Nov-07	3,941,025	0.0045	\$ 17,735	\$ 5,182	\$	22,916
Dec-07	3,827,434	0.0045	\$ 17,223	\$ 5,270	\$	22,494
Jan-08	3,879,857	0.0045	\$ 17,459	\$ 5,357	\$	22,816
Feb-08	3,711,294	0.0045	\$ 16,701	\$ 5,444	\$	22,145
Mar-08	3,368,903	0.0045	\$ 15,160	\$ 5,527	\$	20,687
Apr-08	3,399,923	0.0045	\$ 15,300	\$ 5,603	\$	20,903
May-08	3,054,229	0.0045	\$ 13,744	\$ 5,680	\$	19,424
Jun-08	2,697,512	0.0045	\$ 12,139	\$ 5,748	\$	17,887
Jul-08	1,873,526	0.0045	\$ 8,431	\$ 5,809	\$	14,240
Aug-08	1,934,695	0.0045	\$ 8,706	\$ 5,851	\$	14,557
Sep-08	2,087,485	0.0045	\$ 9,394	\$ 5,895	\$	15,288
Oct-08	2,004,644	0.0045	\$ 9,021	\$ 5,942	\$	14,963
Nov-08	1,961,763	0.0045	\$ 8,828	\$ 5,987	\$	14,815
Dec-08	1,978,733	0.0045	\$ 8,904	\$ 6,031	\$	14,935
Jan-09	2,371,961	0.0045	\$ 10,674	\$ 6,075	\$	16,749
Feb-09	2,218,111	0.0045	\$ 9,981	\$ 6,129	\$	16,110
Mar-09	2,051,965	0.0045	\$ 9,234	\$ 6,179	\$	15,413
Apr-09	2,191,785	0.0045	\$ 9,863	\$ 6,225	\$	16,088
May-09	1,926,193	0.0045	\$ 8,668	\$ 6,274	\$	14,942
Jun-09	1,946,584	0.0045	\$ 8,760	\$ 6,318	\$	15,077
Jul-09	1,719,829	0.0045	\$ 7,739	\$ 6,361	\$	14,101
Aug-09	2,057,400	0.0045	\$ 9,258	\$ 6,400	\$	15,658
Sep-09	1,808,717	0.0045	\$ 8,139	\$ 6,446	\$	14,586
Oct-09	1,732,609	0.0045	\$ 7,797	\$ 6,487	\$	14,284
Nov-09	1,701,711	0.0045	\$ 7,658	\$ 6,526	\$	14,184
Dec-09	1,687,804	0.0045	\$ 7,595	\$ 6,564	\$	14,159
Jan-10	1,822,596	0.0045	\$ 8,202	\$ 6,602	\$	14,804
Feb-10	1,785,821	0.0045	\$ 8,036	\$ 6,643	\$	14,679

297,043,814 \$ 1,336,697 \$ 251,813 \$ 1,588,510

Minutes/Day 2009-2010	Rate	Amount/Day
Per Day Average 2009	58,551	0.0045 \$ 263.48

Total due from Minutes of Use Billing plus Interest \$ 1,588,510

Total due from LNP Billing plus Interest \$ 44,697

Total due from both Minute of Use and LNP Billing plus Interest \$ 1,633,207

LNP Work Sheet Aug-2005 to Feb 5th, 2010

Billing Month	Minutes	Avg Mou/Message	Calculated Messages	Rate per query	Amount owed for LNP	Interest Due	Total Due	
Aug-05	30,126,451	16.5	1,825,846	0.00305	\$ 5,569	\$ -	\$ 5,569	
Sep-05	11,213,961	16.5	679,634	0.00305	\$ 2,073	\$ 28	\$ 2,101	
Oct-05	10,553,531	16.5	639,608	0.00305	\$ 1,951	\$ 38	\$ 1,989	
Nov-05	10,192,281	16.5	617,714	0.00305	\$ 1,884	\$ 48	\$ 1,932	
Dec-05	10,409,090	16.5	630,854	0.00305	\$ 1,924	\$ 57	\$ 1,981	
Jan-06	10,294,804	16.5	623,928	0.00305	\$ 1,903	\$ 67	\$ 1,970	
Feb-06	9,616,268	16.5	582,804	0.00305	\$ 1,778	\$ 77	\$ 1,854	
Mar-06	9,879,781	16.5	598,775	0.00305	\$ 1,826	\$ 85	\$ 1,912	
Apr-06	8,909,886	16.5	539,993	0.00305	\$ 1,647	\$ 95	\$ 1,742	
May-06	8,772,866	16.5	531,689	0.00305	\$ 1,622	\$ 103	\$ 1,724	
Jun-06	8,765,713	16.5	531,255	0.00305	\$ 1,620	\$ 111	\$ 1,731	
Jul-06	9,104,426	16.5	551,783	0.00305	\$ 1,683	\$ 119	\$ 1,802	
Aug-06	8,430,868	16.5	510,962	0.00305	\$ 1,558	\$ 127	\$ 1,686	
Sep-06	7,472,971	16.5	452,907	0.00305	\$ 1,381	\$ 135	\$ 1,517	
Oct-06	7,661,427	16.5	464,329	0.00305	\$ 1,416	\$ 142	\$ 1,558	
Nov-06	7,356,529	16.5	445,850	0.00305	\$ 1,360	\$ 149	\$ 1,509	
Dec-06	7,403,474	16.5	448,695	0.00305	\$ 1,369	\$ 156	\$ 1,524	
Jan-07	7,272,843	16.5	440,778	0.00305	\$ 1,344	\$ 163	\$ 1,507	
Feb-07	6,367,195	16.5	385,891	0.00305	\$ 1,177	\$ 170	\$ 1,347	
Mar-07	6,569,761	16.5	398,167	0.00305	\$ 1,214	\$ 175	\$ 1,390	
Brandenburg Started doing own LNP queries					\$	36,299		
Apr-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
May-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jun-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jul-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Aug-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Sep-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Oct-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Nov-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Dec-07	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jan-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Feb-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Mar-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Apr-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
May-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jun-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jul-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Aug-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Sep-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Oct-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Nov-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Dec-08	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jan-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Feb-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Mar-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Apr-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
May-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jun-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jul-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Aug-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Sep-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Oct-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Nov-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Dec-09	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Jan-10	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
Feb-10	-	0	0	0.00305	\$ -	\$ 181	\$ 181	
					\$	36,299	\$ 8,398	\$ 44,697

EXHIBIT 2

REQUEST NO. 14 Identify the monthly volume of traffic that MCImetro has received from Brandenburg during each of the past thirty-six months.

Responsible Person: Dennis Ricca

RESPONSE:

See Attachment A to Response 13 labeled "Minutes Exchanged between MCImetro and Brandenburg in KY" in the columns labeled "LOCAL TERM (Under 3:1) Minutes" and "LOCAL TERM (Over 3:1) Minutes."

Attachment A Minutes Exchanged between MCImetro and Brandenburg in KY

Traffic Month YYYYMM	DR-14 INTRASTATE Switched Access MOUs	DR-14 LOCAL TERM (Under3:1) Minutes	DR-14 LOCAL TERM (Over 3:1) Minutes	DR-13 LOCAL ORIG Minutes
200508	166,500	0.00	30,126,451	0.00
200509	65,242	0.00	11,213,861	0.00
200510	77,914	0.00	10,553,531	0.00
200511	75,789	0.00	10,192,281	0.00
200512	72,637	0.00	10,409,090	0.00
200601	85,049	0.00	10,294,804	0.00
200602	55,512	0.00	9,616,268	0.00
200603	51,567	0.00	9,879,781	0.00
200604	51,086	4.00	8,909,886	1.33
200605	52,278	0.00	8,772,866	0.00
200606	44,625	0.00	8,765,713	0.00
200607	53,263	0.00	9,104,426	0.00
200608	49,535	0.00	8,430,868	0.00
200609	54,403	0.00	7,472,971	0.00
200610	46,603	0.00	7,661,427	0.00
200611	34,149	0.00	7,356,529	0.00
200612	39,808	0.00	7,403,474	0.00
200701	42,417	0.00	7,272,843	0.00
200702	40,093	0.00	6,367,195	0.00
200703	37,980	0.00	6,569,761	0.00
200704	30,084	0.00	5,700,730	0.00
200705	32,257	0.00	5,435,717	0.00
200706	28,996	0.00	5,252,080	0.00
200707	25,018	0.00	5,161,271	0.00
200708	21,900	0.00	4,527,424	0.00
200709	17,547	0.00	4,189,997	0.00
200710	14,874	0.00	4,339,604	0.00
200711	19,936	0.00	4,171,334	0.00
200712	18,045	0.00	4,220,713	0.00
200801	26,581	0.00	4,078,541	0.00
200802	22,692	0.00	3,688,992	0.00
200803	15,195	0.00	3,751,249	0.00
200804	7,435	0.00	3,412,718	0.00
200805	1,856	0.00	3,286,325	0.00
200806	8,442	0.00	1,987,327	0.00

Local Term = Local Minutes of Use Originated by Brandenburg customer and terminated to MCImetro.
 Local Orig = Local Minutes of Use Originated by MCImetro customer and terminated to Brandenburg.

EXHIBIT 3

STITES & HARBISON^{PLLC}

ATTORNEYS

421 West Main Street
Post Office Box 634
Frankfort, KY 40602-0634
(502) 223-3477
(502) 223-4124 Fax
www.stites.com

November 19, 2009

VIA EMAIL AND U.S. MAIL

John E. Selent, Esq.
Dinsmore & Shohl, LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202

Bruce F. Clark
(502) 209-1214
(502) 223-4388 FAX
bclark@stites.com

RE: Kentucky Public Service Commission
Case No. 2008-00203

Dear John:

The "Reply" filing you made on behalf of Brandenburg Telephone Company on October 12, 2009 referenced two traffic studies conducted by Brandenburg. First, page 8 of the Reply refers to a 2007 "internal traffic study" that Brandenburg used to contest MCImetro's usage estimates. Second, page 9 of the Reply refers to a 2009 "study of current usage."

While Windstream objected to reference to these studies in the Reply, we recognize that they are relevant to the issues remaining before the Commission. Therefore, I am writing to request copies of the studies, and any supporting workpapers, so that Windstream can work with Brandenburg to get resolution of this case as quickly as possible.

Very truly yours,

STITES & HARBISON, PLLC



Bruce F. Clark

BFC:pjt

19199:1:FRANKFORT

received
12-9-09



Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
502-540-2315
john.selent@dinslaw.com

December 8, 2009

Bruce F. Clark, Esq.
Stites & Harbison, PLLC
Post Office Box 634
Frankfort, Kentucky 40602-0634

Re: Kentucky Public Service Commission
Case No. 2008-00203

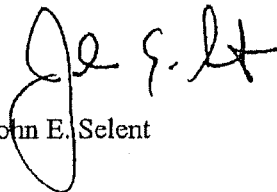
Dear Bruce:

Enclosed please find Brandenburg Telephone Company's response to your letter dated November 19, 2009.

Thank you. If you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP



John E. Selent

enclosure

LOUIS/153743.1

1400 PNC Plaza, 500 West Jefferson Street Louisville, KY 40202
502.540.2300 502.585.2207 fax www.dinslaw.com

MCI Metro

In support of MCI minutes versus Brandenburg (page 8)

<u>Date</u>	<u>Captured Minutes of Use</u>		
	<u>Brandenburg</u>	<u>MCI Metro</u>	<u>Discrepancy</u>
5/31/2007	4,868,833	5,435,717	11.64%
6/29/2007	4,551,048	5,252,080	15.40%
7/31/2007	4,768,778	5,161,271	8.23%
8/31/2007	4,055,231	4,527,424	11.64%
9/30/2007	3,518,372	4,189,997	19.09%
10/31/2007	4,187,032	4,339,604	3.64%
11/30/2007	3,806,352	4,171,334	9.59%
12/31/2007	3,463,692	4,220,713	21.86%
1/31/2008	4,154,118	4,078,541	-1.82%
2/29/2008	3,431,238	3,688,991	7.51%
3/31/2008	3,474,012	3,751,249	7.98%
4/30/2008	3,127,363	3,412,718	9.12%
5/31/2008	2,929,878	3,286,325	12.17%
6/30/2008	<u>1,815,788</u>	<u>1,987,327</u>	<u>9.45%</u>
	52,151,735	57,503,291	10.26%

In support of Difference between Windstream Hold Time estimates and Brandenburg (page 9)

Brandenburg captured total EAS hold time for traffic in a sample period in July 2009. Total holdtime was less than 18 minutes.

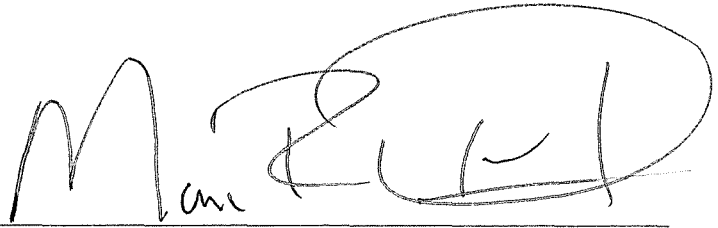
For the same period, Brandenburg also looked at carrier code 920 (a subset of the total) which was only that traffic that was EAS in nature but not associated with an EAS carrier trunk (ie, not Windstream, but almost exclusively MCI) the hold time rose to between 68 to 75 minutes.

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 2nd day of March, 2010:

John E. Selent
Edward T. Depp
Holly C. Wallace
DINSMORE & SHOHL, LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
Counsel to Brandenburg Telephone Company

Douglas F. Brent
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202-2874
Counsel to Verizon

A handwritten signature in black ink, appearing to read 'Mark Overstreet', written over a horizontal line. The signature is stylized and somewhat cursive.

Mark R. Overstreet