

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

**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

**RESPONSES AND OBJECTIONS TO BRANDENBURG'S SUPPLEMENTAL INITIAL
DATA REQUESTS TO WINDSTREAM KENTUCKY EAST, LLC**

Windstream Kentucky East, LLC ("Windstream East") submits as follows in support of its objections and responses to the supplemental 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".

**OBJECTIONS APPLICABLE TO ALL BRANDENBURG SUPPLEMENTAL
REQUESTS**

The following objections apply to each supplemental data request served by Brandenburg:

1. Windstream East objects that, to the extent that Brandenburg's supplemental requests seek information regarding compensation and liability issues, those matters have been pending in this proceeding since its inception, and Brandenburg had ample opportunity to request such information prior to the final hearing in this matter.
2. Windstream East objects to the supplemental requests to the extent they may be construed as calling for the disclosure of information subject to a claim of privilege or

immunities, including the attorney-client privilege, the attorney work product doctrine, the joint-defense privilege, or any other applicable evidentiary privilege or immunity from disclosure. The inadvertent disclosure of any information subject to such privileges or immunities is not intended to relinquish any privilege or immunity and shall not be deemed to constitute a waiver of any applicable privilege or immunity.

3. Windstream East objects to the supplemental requests to the extent that they: (a) are overly broad; (b) are impermissibly vague and ambiguous and fail to describe with reasonable particularity the information sought; (c) seek production of information that is not relevant to the subject matter at issue in this action and/or are not reasonably calculated to lead to the discovery of admissible evidence; and (d) impose undue burdens that outweigh any probative value the information may have in this action.
4. Windstream East objects to the supplemental requests to the extent they seek information that is in the public domain, is available from other, more convenient sources, and/or is accessible by, if not already in the possession of, Brandenburg or its affiliates or representatives.
5. Windstream East objects to the supplemental requests to the extent they seek legal conclusions, contentions, citations to legal authority, or copies of legal authorities.
6. Windstream East objects to the supplemental requests to the extent they purport to impose a burden of ascertaining information that is not in their possession, custody, control, or personal knowledge, or that cannot be found in the course of a reasonable search.
7. Windstream East objects to the supplemental requests to the extent they purport to impose upon them obligations greater than or different from those authorized by the Rules of Civil Procedure.

RESPONSES

Windstream East does not waive and fully preserves all of the foregoing objections, which are incorporated fully herein. Any information provided herein is made on the basis of the best information available to Windstream East at the time of gathering responsive materials or information, within the limits of, and subject to the general and specific objections set forth herein. The fact that Windstream East is willing to provide responsive information to any particular supplemental request does not constitute an admission or acknowledgment that the supplemental request is proper, that the information sought is within the proper bounds of discovery, or that other requests for similar information will be similarly treated. Further, any and all responses provided herein are for the purpose of the above-captioned case and may not be used against Windstream East in any other proceeding unless specifically agreed to by it or so ordered by a court or commission of competent jurisdiction.

Windstream East reserves the right to rely on facts, documents, or other evidence, which may develop or subsequently come to its attention, to assert additional objections or supplemental responses should it discover that there is information or grounds for objections and to supplement or amend these responses at any time.

Request No. 1: With respect to traffic originated by Windstream's Elizabethtown end-user customers and destined for a Elizabethtown-rated number served by MCImetro, please state whether Windstream routes and delivers that traffic to MCImetro through the AT&T Kentucky tandem located in Louisville.

Response – Windstream East objects that the information sought is irrelevant and does not seek information regarding the traffic at issue in this proceeding. The traffic at issue in this proceeding pertains only to that traffic exchanged between customers of Brandenburg and Verizon. Further, Windstream East objects that it previously provided information responsive to this question and refers Brandenburg, for example, to Windstream East's response to Commission Staff's First Set of Data Requests No. 2, including the diagram and Windstream East's response to Brandenburg's First Set of Data Requests No. 2.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 2: If Windstream answers the preceding data request in the negative, please explain the rationale for Windstream's decision not to route the traffic in the manner described in that data request.

RESPONSE: See No. 1 above.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 3: If Windstream answers Request No. 1 in the negative, describe in detail the manner in which Windstream delivers traffic to MCImetro. This description should include, but not limited to, a narrative description of the location of the point(s) of connection between MCImetro and Windstream, a statement of whether that point of connection is located within Windstream's service territory boundaries, and a description of which party is financially responsible for the facilities on each side of the point of connection.

RESPONSE: See No. 1 above.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 4: To the extent not already produced, produce all documentation describing the arrangements by which Windstream exchanges local and EAS traffic with MCImetro.

RESPONSE: Windstream East objects that this question is overly broad and further refers Brandenburg to No. 1 above.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 5: Identify and produce copies of all applicable tariffs, agreements, or other documentation entitling Windstream to interest and attorney's fees on its claim in this matter.

RESPONSE: Windstream East objects that it previously provided information responsive to this question (see, *e.g.*, Windstream East's Response to Brandenburg's First Set of Data Requests No. 13), that the question is overly broad, and that the question improperly seeks publicly available information and information with respect to Windstream East's legal theories. Windstream East's legal theories have been set forth in its filings in this proceeding and may be addressed further in any supplemental briefs and testimony herein. Without waiving the foregoing, Windstream East refers Brandenburg to the Commission's order in this proceeding instructing the parties to keep records of the amounts they believe are owed to them and also to the 2002 Brandenburg-Windstream East EAS agreement previously produced in response to Commission Staff's First Set of Data Requests No. 4 which provides as follows:

Each Party will indemnify and hold harmless the other Party from and against any loss, cost, claim, liability, damage, expense, including reasonable attorney fees, to third parties relating to or arising out of the...negligence or willful misconduct by the indemnifying Party, its employees, agents or contractors, in the performance of this Agreement or the failure of the indemnifying Party to perform its obligations under this Agreement. In addition, the indemnifying Part will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the indemnifying Party. (Emphasis supplied.)

Answer prepared by counsel for Windstream East

Request No. 6: Please identify and produce copies of all agreements or other authority for Mr. Smith's testimony that the EAS trunks connecting Brandenburg Telephone with Windstream "are designed to carry only EAS traffic between Brandenburg's Radcliff and Vine Grove customers and Windstream East's Elizabethtown customers."

RESPONSE: Windstream East objects that it previously provided information responsive to this question. Without waiving the foregoing, Windstream East refers Brandenburg to the Brandenburg-Windstream East EAS agreement previously produced in response to Commission Staff's First Set of Data Requests No. 4.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 7: Please produce a copy of the "initial, high-level audit" that Mr. Smith testified Windstream performed "in 2006." (Supplemental Test. Of K. Smith at 8:10-12) When producing this documentation, identify the dates(s) on which the "initial, high-level audit" was performed. If Windstream possesses an electronic copy of this documentation, provide (in addition to hard-copy format) an electronic copy of this documentation in the same file format(s) as that in Windstream's possession.

RESPONSE:

See **CONFIDENTIAL Exhibit DR#7_From_Brandenburg_Response.xls** provided in electronic format and including two high level studies performed in September of 2006 and January of 2007. Windstream East notes that because these studies included proprietary usage information for carriers who are not parties to this proceeding, Windstream East has used code names and code numbers to refer to the carriers (other than Brandenburg) so as not to reveal those carriers' identities. Because the remaining Brandenburg data includes proprietary usage data, the studies are labeled confidential even in their "coded" formats.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 8: With respect solely to communication with Brandenburg Telephone, please produce a copy of all documentation corroborating Mr. Smith's testimony that "Windstream East's translations engineer began working with the ILECs in late 2006 to early 2007 to move their transit traffic away from Windstream East's end offices (and to the appropriate Windstream East Tandem."

RESPONSE: Windstream East objects that the phrase “solely to communication with Brandenburg Telephone” is vague and ambiguous and that the question is overly broad and appears to be seeking communications already within Brandenburg’s possession (see, Exhibit 3 to Brandenburg's Complaint in Docket No. 2008-00239). Further, Windstream East objects that it already has provided information responsive to this request and refers Brandenburg to the electronic responses by Windstream East filed herein on September 25, 2009 and labeled "Windstream KY Easts Response to 082609 Order". Without waiving the foregoing, Windstream East reiterates that at the time of its communications with Brandenburg in 2006 and early 2007, Windstream East was unaware of the extent and nature of Brandenburg’s misrouted traffic. Windstream East did not learn of the nature and extent of Brandenburg’s actions until Windstream East subsequently performed a detailed study in 2008.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 9: With respect to Mr. Smith's testimony that he captured a sample month's worth of total minutes of use and messages from Brandenburg," please provide a copy of the captured sample and all documentation related to the same. (Supplemental Test. Of K. Smith at 16:6-7.) Please state the specific date(s) and time frame(s) to which the captured sample relates.

RESPONSE:

Windstream East objects that this information was previously provided to Randall Bradley and Karen Eschbacher at Brandenburg in April of 2008 in the context of another proceeding. Without waiving the foregoing, Windstream East refers Brandenburg to CONFIDENTIAL Exhibit DR#9_From_Brandenburg_Response.xls provided in electronic format and which includes the study performed on April 14, 2008 with usage from March 2008.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 10: With respect to Mr. Smith's testimony that he calculated "the average number of messages (i.e., LNP queries)" "based on" the sample described in the preceding request, please admit or deny the following statement: Windstream does not have documentation of the actual (as opposed to estimated) total minutes of use and total number of messages it claims underpin its right to compensation for performing LNP queries for the MCI metro-bound traffic originated by Brandenburg Telephone end-users.

RESPONSE: Windstream East objects that the foregoing compound question is an improper request for admission and further that Windstream East already supplied information in this proceeding responsive to this question (see, *e.g.*, Kerry Smith Supplemental Testimony page 16, lines 6 -11 and Kerry Smith's Direct Testimony pages 13-14). Without waiving the foregoing, Windstream East states again that it has actual minutes (Verizon's response to Brandenburg's Data Request No. 14) for the time period during which Brandenburg did not perform the required LNP queries. Additionally, Windstream East has actual recordings from its own systems around the time that Brandenburg began doing the LNP queries in 2007. This information provides a sufficient basis from which Windstream East determined the appropriate number of LNP queries to charge Brandenburg during the time that Brandenburg was not performing the queries itself apparently in an attempt to disguise its traffic to Verizon with Brandenburg's valid EAS traffic to Windstream East.

Windstream East Party Supporting the Response: Kerry Smith

Request No 11: If, in response to Request No. 10 above, Windstream has denied the statement in question or given anything other than an unqualified admission, explain in detail the basis for Windstream's inability to admit the statement without qualification.

RESPONSE: See No. 10 above.

Windstream East Party Supporting the Response: Kerry Smith

Request No 12: Admit or deny the following statement: From January of 2005 to the present, Windstream has been capable of capturing the actual (as opposed to estimated) total minutes of use and total number of messages it has delivered to MCImetro from Brandenburg Telephone.

RESPONSE: Windstream East objects that the foregoing compound question is an improper request for admission and further that Windstream East and Brandenburg's own witness already supplied information in this proceeding responsive to this question. Without waiving the foregoing, Windstream East states again that, as testified by Brandenburg's witness at the hearing, from January 2005 to September 2006, Windstream East did not have reason to record the traffic on the EAS trunks between Brandenburg and Windstream East. After Windstream East performed its initial study in September 2006 regarding various ILECs, Windstream East became curious regarding actual traffic being delivered to its network over facilities between the various ILECs and Windstream East. Windstream East then used its initial study to begin processing actual recordings (with "from" and "to" numbers). Those recordings were not finalized until April 2007 with respect to May 2007 billing. Therefore, from April 2007 to the present, Windstream East has been able to record Brandenburg's actual usage, but prior to April 2007, Windstream East had no reason to record the traffic between Brandenburg's Radcliff and Vine Grove customers and Windstream East's Elizabethtown customers.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 13: If, in response to Request No. 12 above, Windstream has denied the statement in question or given anything other than an unqualified admission, explain in detail the basis for Windstream's inability to admit the statement without qualification, and reconcile the inability to admit the statement without qualification with Mr. Smith's testimony that he was able to capture[] a sample month's worth of total minutes of use and messages from Brandenburg." (Supplemental Test. At 16:6-7.)

RESPONSE: See No. 12 above.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 14: To the extent not already produced, produce all documentation that Windstream alleges supports its calculation of the total amount of compensation owed to it by Brandenburg Telephone.

RESPONSE: Windstream East objects that this question is overly broad, and Windstream East refers Brandenburg to the extensive filings in this proceeding including the parties' prior discovery responses (*e.g.*, Verizon's Response to Brandenburg's Data Request No. 14; Windstream East's updated discovery requests regarding compensation amounts due; and Windstream East's Responses to Commission Staff First Set of Data Requests No. 1). Without waiving the foregoing, Windstream East attaches updated compensation information through March 5, 2010 as Exhibit DR#14 Outstanding Amounts_03-29-10.xls.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 15: With respect solely to the exchange of local and/or EAS traffic, identify and describe in detail all instances in which, and arrangements by which, Windstream pays for the cost of facilities outside its service territory.

RESPONSE: Windstream East objects that this question is overly broad, is vague and ambiguous, and seeks information wholly irrelevant to the matters in this proceeding (see, Windstream East's Responses to Brandenburg's First Set of Data Requests Nos. 6-8). Nevertheless, Windstream East already addressed this issue at the hearing in this proceeding. (See transcript beginning at page 44.) Without waiving the foregoing, Windstream East states that it pays transiting fees to another carrier in Kentucky for the transit of Windstream East's local traffic.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 16: In the event Windstream did not have a dedicated facility by which it exchanged local and EAS traffic with MCImetro, describe the circumstances under which Windstream would agree to: (i) deliver its MCImetro-bound traffic to the AT&T Kentucky tandem in Louisville; and (ii) pay for the cost of the facilities used to deliver that traffic to the AT&T Kentucky tandem in Louisville. (For purposes of this request, assume that the "AT&T Kentucky tandem in Louisville" refers to the tandem Windstream claims is the proper routing point for traffic destined for MCImetro.)

RESPONSE: Windstream East objects that this question seeks speculative and hypothetical information that further is wholly irrelevant to the issues in this proceeding. Without waiving the foregoing, Windstream East states that if Windstream East were for some reason required to route its own traffic to Verizon through AT&T Kentucky's Louisville tandem, then Windstream East would pay the appropriate local transit charges to AT&T Kentucky; however, if the traffic levels were above a DS1 level, as is the case here between Brandenburg and Verizon, then Windstream East would seek direct interconnection with Verizon consistent with the Commission's precedent and would not use AT&T's tandem to indirectly exchange the traffic.

Windstream East Party Supporting the Response: Kerry Smith

Request No. 17 Admit or deny the following statement: Prior to MCImetro porting the AOL phone numbers at issue in this case from Windstream, Windstream neither demanded nor collected any compensation from Brandenburg Telephone with respect to traffic originated by Brandenburg Telephone's end-users and destined for the AOL phone numbers in question.

RESPONSE: Windstream East objects that the foregoing compound question is an improper request for admission and further that the question seeks information that is wholly irrelevant to this issues in this proceeding. Without waiving the foregoing, Windstream East states that the scenario at issue in the question above concerns legitimate EAS traffic between customers of Windstream East and Brandenburg. In that scenario, neither Windstream East nor Brandenburg under their 2002 EAS agreement would have collected charges from the other for the reason that their traffic would be exchanged on a bill-and-keep basis with each party collecting instead the retail EAS surcharges/additives from their respective end user customers. That scenario, however, is drastically different from the issue in the current proceeding where Windstream East has no retail relationship with the any of the Brandenburg or Verizon end user customers and is, therefore, not collecting any retail EAS surcharges/additives for the applicable Brandenburg-Verizon traffic.

Windstream East Party Supporting the Response: Kerry Smith

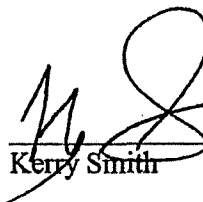
Request No. 18 If, in response to Request No. 17 above, Windstream has denied the statement in question or given anything other than an unqualified admission, explain in detail the basis for Windstream's inability to admit the statement without qualification.

RESPONSE: See No. 17 above.

Windstream East Party Supporting the Response: Kerry Smith

AFFIDAVIT

Kerry Smith, upon first being duly sworn, hereby makes oath that if the foregoing questions were propounded to him at a hearing before the Public Service Commission of Kentucky, he would give the answers recorded following each of said questions and that said answers are true.

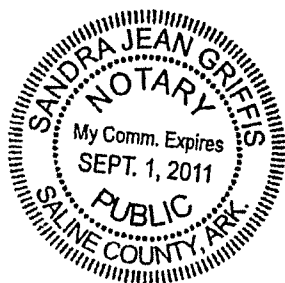


Kerry Smith

STATE OF ARKANSAS)
) PSC Case No. 2008-00203
COUNTY OF PULASKI)

Subscribed and sworn to before me, a Notary Public, by Kerry Smith, this 30th day of March, 2010.

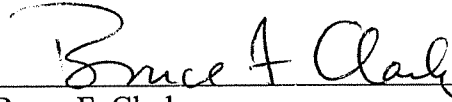
My Commission Expires: September 1, 2011





NOTARY PUBLIC

Respectfully submitted,



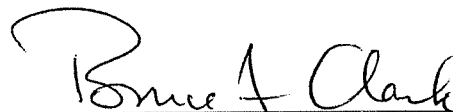
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Telephone: (502) 223-3477
COUNSEL FOR WINDSTREAM KENTUCKY
EAST, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on the following by first-class United States mail, sufficient postage prepaid, this 30th day of March, 2010.

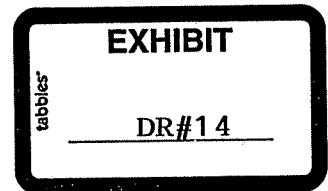
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Bruce F. Clark

Summary of Minutes of Use Work Sheet Aug-2005 to March 5th, 2010



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	\$ 6,602	\$	14,638	
Mar-10	1,509,670	0.0045	\$ 6,794	\$ 6,683	\$	13,477	
			298,553,484	\$ 1,343,491	\$ 258,455	\$	1,601,946

Minutes/Day 2009-2010 Rate Amount/Day

Per Day Average 2009/2010 66,929 0.0045 \$ 301.18

Total due from Minutes of Use Billing plus Interest \$ 1,601,946

Total due from LNP Billing plus Interest \$ 44,878

Total due from both Minute of Use and LNP Billing plus Interest \$ 1,646,824