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April 13, 2010

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PUBLIC SERVICE  
COMMISSION

**VIA HAND DELIVERY**

Jeff Derouen, Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd  
P.O. Box 615  
Frankfort, KY 40602-0615

***Re: In the Matter of an Investigation in the Traffic Dispute Between Windstream Kentucky East, LLC, Brandenburg Telephone Company and MCI metro Access Transmission Services, LLC d/b/a Verizon Access, Case No. 2008-00203.***

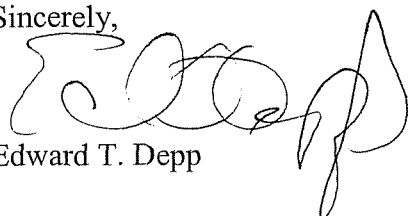
Dear Mr. Derouen:

Enclosed for filing in the above-referenced case, please find one original and eleven (11) copies of the Prefiled Supplemental Rebuttal Testimony of Allison T. Willoughby.

Please file-stamp one copy and return it to our delivery person.

Thank you, and if you have any questions, please call me.

Sincerely,



Edward T. Depp

ETD/lb

Enclosures

cc: All parties of record (w/encl.)  
John E. Selent, Esq. (w/encl.)

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

APR 13 2010

PUBLIC SERVICE  
COMMISSION

AN INVESTIGATION IN 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

PREFILED SUPPLEMENTAL REBUTTAL TESTIMONY  
OF ALLISON T. WILLOUGHBY  
ON BEHALF OF  
BRANDENBURG TELEPHONE COMPANY

April 13, 2010

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

**In the Matter of:**

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

**PREFILED SUPPLEMENTAL REBUTTAL TESTIMONY  
OF ALLISON T. WILLOUGHBY  
ON BEHALF OF  
BRANDENBURG TELEPHONE COMPANY**

1 **Q. WHAT IS YOUR NAME?**

2 A. My name is Allison T. Willoughby.

3 **Q. WHO IS YOUR EMPLOYER?**

4 A. My employer is Brandenburg Telephone Company (“Brandenburg Telephone”).

5 **Q. WHAT IS THE BASIS FOR YOUR FILING THIS SUPPLEMENTAL REBUTTAL**  
6 **TESTIMONY IN THIS CASE?**

7 A. As explained in my Prefiled Supplemental Direct Testimony (“Willoughby Supp. Test.”),  
8 received by the Commission on March 2, 2010, this newest set of testimony is the result of an  
9 agreement between the parties and Commission staff to further develop the record with respect to  
10 two questions. First, whether Windstream is entitled to any compensation for its involvement in  
11 delivering the traffic at issue to MCImetro. Second, if Windstream is entitled to compensation, how  
12 should that compensation be calculated and allocated?

1 **Q. WHAT IS BRANDENBURG TELEPHONE’S POSITION WITH RESPECT TO**  
2 **THESE ISSUES?**

3 A. Brandenburg Telephone’s position remains the same. Windstream is not entitled to  
4 compensation. Even if it were, any compensation should be borne entirely by MCImetro.  
5 MCImetro’s failure to conduct due diligence before entering the market and its continued refusal to  
6 execute an interconnection agreement caused and exacerbated any injury sustained by Windstream.  
7 Throughout this conflict, Brandenburg Telephone has taken prompt and appropriate actions by  
8 seeking interconnection with MCImetro and continuing to route traffic through Windstream's  
9 network only with Windstream's consent or upon the Commission's order. Even Windstream agrees  
10 that it would have done no differently:

11 *If the traffic levels were above a DS1 level, as is the case here*  
12 *between Brandenburg and Verizon, then Windstream East would*  
13 *seek direct interconnection with Verizon consistent with the*  
14 *Commission’s precedent and would not use AT&T’s tandem to*  
15 *indirectly exchange the traffic.*

16 (Windstream Supp. Resp. No. 16 (emphasis added) .)

17 **Q: IS WINDSTREAM ENTITLED TO COMPENSATION FOR THE TRAFFIC IN**  
18 **QUESTION?**

19 A: No. Although Windstream recently testified that “[n]either Brandenburg nor Verizon dispute  
20 that Windstream East is due some compensation,” my March 30, 2010 testimony directly contradicts  
21 this:

22 **Q. . . . IS WINDSTREAM ENTITLED TO ANY RECOVERY?**

23 A. No.

24 (Willoughby Supp. Test. p. 4:24-26. *See also* Supplemental Testimony of Kerry Smith (“Smith  
25 Supp. Test.”) p. 18:9-10 (March 2, 2010).)

1 **Q: WHAT IS BRANDENBURG TELEPHONE’S BASIS FOR THIS BELIEF?**

2 A: Brandenburg Telephone’s primary reasons were set forth in my recent direct testimony. It’s  
3 my understanding that Windstream and MCImetro’s Interconnection Agreement forecloses any  
4 payment to Windstream for the traffic in question. (*See* Willoughby Supp. Test. p. 4:27-5:6.) In  
5 addition, Windstream has not supported its calculations with reference to any authority, and the  
6 Transit Tariff (that seems to correspond with the \$0.0045 rate Windstream seeks to apply) has been  
7 disputed in Commission Case No. 2007-00004 and even acknowledged by Windstream as not being  
8 applicable to Brandenburg Telephone. (*See id.* at 6:9-8:2.)

9 In short, Windstream has not provided any authority for the rate it is attempting to collect for  
10 the traffic in question. This is one of the few points that Brandenburg Telephone and MCImetro  
11 agree on.

12 **Q. ARE YOU SAYING THAT BRANDENBURG TELEPHONE AND MCIMETRO**  
13 **AGREE THAT WINDSTREAM HAS NOT PROVIDED A BASIS FOR IMPOSING A**  
14 **\$0.0045 “PROXY RATE” FOR THE TRAFFIC IN QUESTION?**

15 A. Correct. Like Brandenburg Telephone, MCImetro recognizes that Windstream has not  
16 “state[d] the source of that rate . . . .” (Direct Testimony of Don Price on Behalf of MCImetro  
17 Access Transmission Services LLC, d/b/a Verizon Access Transmission Services (“Price Supp.  
18 Test.”), p. 3:13 (March 2, 2010).) This lack of clarity is not due to a lack of trying by Brandenburg  
19 Telephone -- Windstream has resisted all attempts to clarify that authority.

20 When pressed in the recent round of discovery to “produce all documentation that  
21 Windstream alleges supports its calculation of the total amount of compensation owed to it by  
22 Brandenburg Telephone,” Windstream refused to provide any additional documentation except for  
23 an updated spreadsheet that simply lists 0.0045 as the “Proxy Rate” applied. (*See* Responses and

1 Objections to Brandenburg’s Supplemental Initial Data Requests to Windstream Kentucky East,  
2 LLC (“Windstream Supp. Resp.”), No. 14, Ex. DR#14 (March 30, 2010).) Neither its data request  
3 responses nor its exhibits explain how, why, or pursuant to what authority the “Proxy Rate” was  
4 selected. Therefore, as recently as March 30, 2010, Windstream has provided no authority for  
5 imposing a \$0.0045 rate to the traffic in question. Due to Windstream’s repeated refusals to provide  
6 authority to support its claims of damages, Brandenburg Telephone is left to believe that no such  
7 authority exists and that Windstream in fact has no authority to be compensated for the traffic in  
8 question.

9 **Q. DO BRANDENBURG TELEPHONE AND MCIMETRO SIMILARLY AGREE THAT**  
10 **WINDSTREAM HAS NOT PROVIDED A BASIS FOR THE AMOUNT IT CLAIMS TO BE**  
11 **OWED FOR LNP QUERIES PERFORMED?**

12 A. Yes. MCImetro directly addressed this in its recent testimony:

13 **Q. ON WHAT BASIS DOES WINDSTREAM CLAIM**  
14 **COMPENSATION FROM MCIMETRO?**

15 A. . . . Windstream does not state how the amount claimed for LNP  
16 queries was calculated or the legal basis for recovering that amount.  
17 Nor does Windstream state the basis for its claims for interest.

18 (Price Supp. Test. p. 3:14-16.) In addition, Windstream admitted in its recent data responses that its  
19 claims for compensation for LNP queries are merely estimates and that it lacks information to  
20 calculate actual damages. (*See id.* at p. 16:4-13 (to determine alleged damages, had to “estimate the  
21 number of messages” based on a sample of unrelated traffic and apply a “proxy” rate from an  
22 unrelated tariff).)

23 Windstream admits that “from January 2005 to September 2006, [it] did not have reason to  
24 record the traffic on the EAS trunks between Brandenburg and Windstream East.” (Windstream  
25 Supp. Resp. No. 12.) Instead, to make up for the lack of recorded traffic in 2005 and 2006,

1 Windstream relied on recordings made “around the time that Brandenburg began doing the LNP  
2 queries in 2007.” (*Id.* No. 10.) This data, Windstream claims, “provides a sufficient basis from  
3 which Windstream East determined the appropriate number of LNP queries to charge Brandenburg  
4 during the time Brandenburg was not performing the queries . . . .” (*Id.*) Nowhere does Windstream  
5 claim its data provides a basis to determine the “actual number of LNP queries.” As a result,  
6 Windstream’s “sufficient basis” for LNP-related damages is speculative. It is “sufficient” only in  
7 that it gives Windstream a justification to attempt to collect a significant sum of money from  
8 Brandenburg Telephone, whether it is owed that amount of compensation or not.

9 **Q. DOES BRANDENBURG TELEPHONE MAINTAIN THAT ANY COMPENSATION**  
10 **OWED WINDSTREAM FOR THE TRAFFIC IN QUESTION SHOULD BE PAID BY**  
11 **MCIMETRO?**

12 A. Yes. As I have testified in the past and as Brandenburg Telephone has set forth in its briefs,  
13 MCImetro should bear the costs of any compensation due Windstream because MCImetro created  
14 the situation by failing to conduct due diligence before entering the market and exacerbated the  
15 situation by refusing to sign an interconnection agreement. (*See* Willoughby Supp. Test. p. 10:3-  
16 12:2.) This early and continuing refusal to notify the parties of the traffic or meet its duty to  
17 interconnect makes MCImetro entirely culpable for any damages suffered by Windstream.

18 Windstream acknowledges MCImetro’s failings, even as it demands payment from  
19 Brandenburg Telephone. Windstream recently testified:

- 20 • It may ultimately be shown “that Verizon created this scenario where it has codes with  
21 different rating and routing points.” (Smith Supp. Test. p. 11:3-4.)
- 22 • “Verizon’s actions in failing to timely or responsibly address its traffic dispute with  
23 Brandenburg certainly have not helped to resolve this matter . . . .” (*Id.* at 10:18-19.)

- 1       • “Verizon also appears to have led Commission Staff in 2008 to believe that resolution of its  
2       traffic dispute with Brandenburg was imminent.” (*Id.* at 13:6-7.)

3       Windstream’s witness also repeatedly and disapprovingly noted the allegation that MCImetro  
4       “refused Brandenburg’s offer to enter into an agreement containing the same terms and conditions as  
5       another agreement that Verizon had negotiated with another Kentucky ILEC . . . .” (*Id.* at 10:20-22,  
6       13:8-10.) Implicit in this disapproval is Windstream’s acknowledgement that MCImetro was the  
7       only party that had an early, reasonable opportunity to prevent this situation and refused to do so.

8       **Q.     WHAT IS THE BASIS FOR YOUR BELIEF THAT BRANDENBURG TELEPHONE**  
9       **SHOULD NOT BE LIABLE FOR ANY COMPENSATION DUE TO WINDSTREAM FOR**  
10       **THE TRAFFIC IN QUESTION?**

11      A.     I think my previous answer also answers this question. MCImetro is the culpable party, both  
12      for causing and continuing the problem. Windstream’s arguments for why Brandenburg Telephone  
13      should be liable are all based on the mistaken assumption that Brandenburg Telephone knew about  
14      the problem and concealed it. (*See, e.g.,* Smith Supp. Test. p. 10:1-14.) The reality, as Brandenburg  
15      Telephone has set forth in all of its major briefs and testimony, is that Brandenburg Telephone was  
16      not aware an actual problem existed until it was contacted by Windstream. Once we knew the  
17      problem was there, we reacted quickly to try to execute a traffic agreement with MCImetro.

18             The fact that MCImetro and Windstream sat down and negotiated an interconnection  
19      agreement prior to the genesis of this dispute suggests they were both aware of potential network  
20      issues. Brandenburg Telephone is not liable for either the poor planning of MCImetro and  
21      Windstream or their deliberate indifference to the effects their agreement might have on  
22      Brandenburg Telephone.



1           Despite its rhetoric, Windstream actually approves of Brandenburg Telephone’s basic  
2 response to the problem. When asked how it would handle transporting traffic to MCImetro without  
3 “a dedicated facility,” Windstream stated:

4                   If the traffic levels were above a DS1 level, as is the case here  
5                   between Brandenburg and Verizon, then Windstream East would  
6                   seek direct interconnection with Verizon consistent with the  
7                   Commission’s precedent and would not use AT&T’s tandem to  
8                   indirectly exchange the traffic.

9 (Windstream Supp. Resp. No. 16 (emphasis added).) Those are precisely the actions Brandenburg  
10 Telephone took, and Windstream readily admits it would have done the same thing. Perhaps most  
11 importantly, if both Brandenburg Telephone and Windstream agree that Brandenburg Telephone's  
12 actions have been appropriate and reasonable, it is clear that the culpable party here is MCImetro. In  
13 spite of Brandenburg Telephone's reasonableness, MCImetro has concealed and refused to cooperate  
14 from the very beginning, with the full knowledge that it could shift traffic exchange costs to smaller  
15 carriers by drawing out "negotiations" as long as possible.

16 **Q.     WINDSTREAM NOW ARGUES THAT BRANDENBURG TELEPHONE SHOULD**  
17 **HAVE ROUTED THE TRAFFIC IN QUESTION THROUGH AT&T’S TANDEM YEARS**  
18 **AGO AND BORNE THE COSTS ITSELF. DO YOU AGREE?**

19 A.     Absolutely not. Windstream admitted that, given the level of traffic involved, even it “would  
20 not use AT&T’s tandem to indirectly exchange the traffic.” (Windstream Supp. Resp. No. 16.) It  
21 never explains why these actions are suddenly unacceptable if Brandenburg Telephone is the actor,  
22 and this admission alone completely undermines Windstream's allegation that Brandenburg  
23 Telephone should have rerouted. Even ignoring Windstream's admission that it would not have  
24 taken the action it suggests Brandenburg Telephone should have taken, Windstream's accusation  
25 once again assumes a level of knowledge that Brandenburg Telephone simply did not have.

1           First, Brandenburg Telephone had no reason to route through the AT&T tandem until  
2 Windstream notified it of the problem in 2007. Even when Brandenburg Telephone first noticed the  
3 existence of the traffic in question, it believed (and had no reason not to believe) that the traffic was  
4 *de minimis* (indeed, neither Brandenburg Telephone nor Windstream knew the level of traffic  
5 involved until Windstream’s study in early 2008). As Brandenburg Telephone has set forth in its  
6 Post-Hearing Brief and other major arguments, because it believed there was a very small amount of  
7 traffic involved, it chose to reroute the traffic until a solution could be found. Windstream claims  
8 that Brandenburg Telephone’s *de minimis* “point is contradicted by Verizon’s data request responses  
9 which showed that in 2005 the volume was as high as 10 to 30 million minutes per month . . . .”  
10 (Smith Supp. Test. p. 7:22-8:3.) This argument is illogical; neither the reality of the 2005 traffic nor  
11 MCImetro’s ex-post knowledge of the level of traffic in 2005 are relevant to whether Brandenburg  
12 Telephone knew at the time that the level of traffic was significant. Circumstances may have been  
13 different had MCImetro notified Brandenburg Telephone of the level of traffic involved. As it  
14 happened, MCImetro stayed silent and Brandenburg Telephone had no reason to know the volume of  
15 traffic in question.

16           Second, once Windstream informed Brandenburg Telephone of the level of traffic involved,  
17 Brandenburg Telephone still had no reason to route the traffic to the AT&T tandem because  
18 Windstream explicitly consented to continue carrying the traffic. (*See, e.g.*, Post-Hearing Brief of  
19 Brandenburg Telephone Company, p. 3 (Sep. 12, 2008); Willoughby Supp. Test. p. 13:8-14:12.) It  
20 makes no sense for Windstream to consent to carry the traffic then argue that Brandenburg  
21 Telephone should not have put any faith in that consent and rerouted the traffic anyway. Whether  
22 Windstream would have consented with 20/20 hindsight is irrelevant. The fact is that it did consent  
23 and cannot now argue that it was involuntarily forced to carry the traffic.

1           Third, after Windstream unilaterally (and without notice) blocked the traffic in question,  
2    Brandenburg Telephone did not route this traffic to the AT&T tandem (an arguable solution, given  
3    that Brandenburg Telephone has no non-toll facilities to the AT&T tandem in Louisville) because  
4    the Commission ordered Windstream to continue carrying the traffic. Although Windstream may  
5    rightly complain that its routing of the traffic after the Commission's July 1, 2008 Order was  
6    involuntary, it cannot complain solely on the basis that Brandenburg Telephone followed the  
7    Commission's Order. Windstream's obligation to carry the traffic from July 1, 2008 to present was  
8    solely the result of the Commission's Order and should be respected as such.

9           Based on the above, Brandenburg Telephone had no reason to ever route the traffic in  
10   question to the AT&T tandem because it either: (1) did not know there was a problem requiring  
11   rerouting; (2) had Windstream's consent to continue the existing traffic arrangement; or (3) was  
12   ordered by the Commission to continue the existing traffic arrangement. In addition, even  
13   Windstream acknowledges that if it were in a situation similar to the one Brandenburg Telephone  
14   was in, it would seek an interconnection agreement with MCImetro (like Brandenburg Telephone  
15   did) and refuse to route traffic to the AT&T tandem (also like Brandenburg Telephone did).

16           In addition to all of these reasons, Windstream fails to recognize that shifting traffic to the  
17   AT&T tandem -- whatever the timing -- would do nothing to solve the underlying problem, which is  
18   that MCImetro continues to refuse to establish direct interconnection arrangements with  
19   Brandenburg Telephone. In fact, shifting traffic to AT&T would serve only to impose upon AT&T  
20   the exact same problem Windstream currently faces. While it may be in Windstream's interests to  
21   hoist this problem off of itself and onto yet another carrier not a party to the agreements between  
22   Windstream and MCImetro, this "solution" has no bearing on determining which party should bear  
23   any costs Windstream may have incurred.

1    **Q: HAS BRANDENBURG TELEPHONE ATTEMPTED IN GOOD FAITH TO**  
2    **EXECUTE AN INTERCONNECTION AGREEMENT WITH MCIMETRO, AS ORDERED**  
3    **BY THE COMMISSION?**

4    A: Yes. As noted in the Commission's January 22, 2010 Order, Brandenburg Telephone  
5    compiled and filed an issues matrix to help identify and resolve the issues that might prevent  
6    finalization of an interconnection agreement. Despite these efforts and subsequent negotiations,  
7    MCImetro has proved unwilling to execute an appropriate agreement. As recently as its March 30,  
8    2010 Responses to Data Requests of Brandenburg Telephone Company, MCImetro stated "that it is  
9    not willing to enter in either of the forms" presented to it by Brandenburg Telephone. (Verizon's  
10   Responses to Data Requests of Brandenburg Telephone Company ("Verizon Supp. Resp."), No. 1  
11   (March 30, 2010).)

12           Although MCImetro testified that it is "willing to negotiate a commercially reasonable  
13   interconnection arrangement with Brandenburg," its definition of "commercially reasonable" is  
14   somewhat mysterious as it apparently doesn't include an agreement substantively identical to the one  
15   MCImetro had recently executed with South Central Rural Telephone Cooperative Corporation (the  
16   "South Central Agreement").

17           Even worse, MCImetro's idea of "commercially reasonable" has proved to be a moving  
18   target. The South Central Agreement was apparently "commercially reasonable" when MCImetro  
19   first executed it, but not when Brandenburg Telephone proposed it. In 2008, Brandenburg  
20   Telephone offered to cover the costs of interconnection within its network, but MCImetro apparently  
21   believed this was not "commercially reasonable" and instead insisted (despite statutory requirements  
22   to the contrary) that the total costs of interconnection be split 50/50. MCImetro has since  
23   acknowledged that Brandenburg Telephone should only be responsible for costs within its network,

1 presumably also acknowledging that such an arrangement is "commercially reasonable." At the  
2 most recent informal conference between the parties, MCImetro indicated it was willing to execute  
3 an interconnection agreement based on the terms of the commercially reasonable South Central  
4 Agreement. In February of 2010, however, MCImetro once again revised its understanding of  
5 "commercially reasonable" and demanded that, if the traffic in question ever fell below 250,000  
6 MOU/month, the point of connection should be eliminated and the parties should instead exchange  
7 traffic indirectly. After Brandenburg Telephone refused to allow language that did not address all  
8 aspects of the traffic exchange, MCImetro relented, again presumably acknowledging that it was in  
9 fact "commercially reasonable" to omit the provision it had only recently characterized as a  
10 dealbreaker. However, the dealbreaker "MOU floor" provision was immediately replaced by a new  
11 dealbreaker provision. MCImetro decided that "commercially reasonable" required an out-of-the-  
12 blue "Conditions Precedent" provision, pursuant to which the interconnection agreement would not  
13 even take effect if the traffic in question averaged less than 2 million MOU/month in the two years  
14 preceding execution of the agreement. In short, every time the parties get one step closer to  
15 agreement, MCImetro takes one step back under the guise of "commercial reasonableness."

16 Even beyond the South Central Agreement, other provisions proposed by Brandenburg  
17 Telephone and refused by MCImetro are substantively identical to a provision found in executed  
18 MCImetro agreements. For example, the language regarding dedicated interconnection, once  
19 refused by MCImetro because it is presumably commercially unreasonable, appears in a  
20 substantively identical form in MCImetro's interconnection agreement with AT&T:

21 4.14.4.2.2 Traffic Volume - To the extent either Party has the  
22 capability to measure the amount of traffic between MCI's switch and  
23 a BellSouth end office and where such traffic exceeds or is forecasted  
24 to exceed a single DS1 of traffic per month, the Parties shall install  
25 direct end office trunking sufficient to handle such traffic volumes

1 until the existing trunk groups are augmented. Either Party will install  
2 additional capacity between such points when overflow traffic  
3 exceeds or is forecasted to exceed a single DS1 of traffic per month.  
4 In the case of one-way trunking, additional trunking shall only be  
5 required by the Party whose trunking has achieved the preceding  
6 usage threshold. The installation of such direct end office trunking  
7 shall not create an additional IP, and each Party shall remain  
8 responsible for the cost of facilities on its side of the IP.

9 MCImetro has not explained why this provision -- reasonable when it was executed -- is  
10 "commercially unreasonable" now, and Brandenburg Telephone is skeptical that any such  
11 explanation exists.

12 Given the undeniable reasonableness of the agreements that Brandenburg Telephone has  
13 proposed and MCImetro has refused, and MCImetro's sudden repeated demands for inexplicable  
14 new provisions which serve only to delay negotiations, it is difficult to imagine what MCImetro  
15 considers to be "commercially reasonable." This uncertainty is compounded by the fact that  
16 MCImetro refuses to even acknowledge its duty to interconnect in the first place. (Price Supp. Test.  
17 p. 4:19-21.)

18 I also find it necessary to take issue with Windstream's claims that "Brandenburg and  
19 Verizon both misrepresented to the Commission in 2008 that an interconnecting agreement between  
20 them was imminent." (Smith Supp. Test. p. 4:29-30.) While I agree that MCImetro was not  
21 forthcoming about its intent to reach an agreement, I know that Brandenburg Telephone did not  
22 expect the negotiations to become drawn out. We were willing to execute an agreement  
23 substantively identical to one MCImetro had already approved, and we had legal authority to support  
24 many of our specific requests (such as not incurring any interconnection costs beyond our network).  
25 Any representation made by Brandenburg Telephone that an agreement was imminent was made in  
26 all sincerity.

1 **Q. WOULD YOU PLEASE SUMMARIZE THE ACTIONS YOU REQUEST THE**  
2 **COMMISSION TAKE?**

3 A. Certainly.

4 First, Brandenburg requests that the Commission order MCImetro to immediately establish  
5 dedicated trunking facilities to Brandenburg for the exchange of the traffic at issue in this dispute.

6 Second, Brandenburg requests that the Commission deny Windstream the recovery of any  
7 alleged damages or other charges from Brandenburg.

8 Third, Brandenburg requests that the Commission order MCImetro to immediately enter into  
9 an agreement for the exchange of this traffic with Brandenburg.

10 Fourth, Brandenburg requests that the Commission order MCImetro to be financially  
11 responsible for establishing the dedicated facilities lying outside of Brandenburg's incumbent  
12 network.

13 Fifth, Brandenburg requests that the Commission order MCImetro not to charge Brandenburg  
14 for the exchange of this traffic.

15 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

16 A. Yes.





**CERTIFICATE OF SERVICE**

I hereby certify a true and accurate copy of the foregoing was served, by first-class United States mail, sufficient postage prepaid, on the following individuals this 13th day of April, 2010.

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\_\_\_\_\_  
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