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August 13, 2009

RECEIVED

AUG 14 2009

**PUBLIC SERVICE
COMMISSION**

VIA OVERNIGHT MAIL

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky, Complainant
v. Brandenburg Telephone Company, Defendant
PSC 2006-00546

Dear Mr. Derouen:

Enclosed for filing in this case are the original and four (4) copies of the Rebuttal Testimony of J. Scott McPhee, Mark Neinast, and Tim Watts, on behalf of BellSouth Telecommunications Inc. d/b/a AT&T Kentucky in this case.

Portions of the Rebuttal Testimony of Tim Watts are confidential and, pursuant to 807 KAR 5:001, § 7, AT&T Kentucky files herewith its Petition for Confidentiality requesting that the Commission afford confidentiality to that material. Specifically, AT&T Kentucky requests confidential treatment of Exhibits TW-1, TW-3 and TW-5 which are filed on yellow paper and the highlighted portions of the Attachment to Exhibit TW-3. AT&T Kentucky also relies on its Petitions for Confidentiality previously filed in this case on December 13, 2006, March 7, 2007, July 2, 2009, and July 24, 2009, which requested confidential treatment of the same or similar information.

Sincerely,


Mary K. Keyer

Enclosures

cc: Parties of Record

740564

EDITED

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)	
)	
)	
BELLSOUTH TELECOMMUNICATIONS, INC.)	
)	
Complainant)	
)	Case No.:
v.)	2006-00546
)	
BRANDENBURG TELEPHONE COMPANY)	
)	
Defendant)	

BELLSOUTH TELECOMMUNICATIONS, INC.'S
PETITION FOR CONFIDENTIALITY

Petitioner, BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky (“AT&T Kentucky”), by counsel, hereby moves the Public Service Commission of the Commonwealth of Kentucky (the “Commission”), pursuant to KRS 61.878 and 807 KAR 5:001, § 7, to classify as confidential certain information filed in the Exhibits of the Rebuttal Testimony of Tim Watts, one of AT&T Kentucky’s witnesses in this case. Specifically, AT&T Kentucky requests that the Commission protect Exhibits TW-2, TW-3 and TW-5 which are filed on yellow paper. AT&T Kentucky also requests protection of the highlighted portions of the Attachment to Exhibit TW-3. The material filed on yellow paper and highlighted contains information that is personal information or specific to Brandenburg Telephone Company in the conduct of its business with AT&T Kentucky.

The Kentucky Open Records Act exempts certain information from the public disclosure requirements of the Act, including information of a personal nature, certain

commercial information, and also information the disclosure of which is prohibited by federal law or regulation. KRS 61.878(1)(a), 61.878(1)(c)1 and 61.878(1)(k).

To qualify for the personal information exemption and, therefore, keep the information confidential, a party must establish that it is “information of a personal nature where the public disclosure would constitute a clearly unwarranted invasion of personal privacy....” KRS 61.878(1)(a); 807 KAR 5:001 § 7. The attachment to Exhibit TW-3 contains information regarding certain ACS Traffic calls that were sent to Brandenburg over the Common Transport Trunk Group on a certain date. The information contained in that attachment includes personal calling and called telephone number information. The information identified is personal information for which disclosure of such would “constitute a clearly unwarranted invasion of personal privacy,”¹ and should be protected as confidential.

To qualify for the commercial information exemption and, therefore, keep the information confidential, a party must establish that disclosure of the commercial information would permit an unfair advantage to competitors and the parties seeking confidentiality if openly discussed. KRS 61.878(1)(c)1; 807 KAR 5:001 § 7. The Commission has taken the position that the statute and rules require the party to demonstrate actual competition and the likelihood of competitive injury if the information is disclosed.

The information in Exhibits TW-2, TW-3 and TW-5 for which AT&T Kentucky seeks confidentiality in this petition is customer-specific information, specifically, information regarding the minutes of use and/or the amount of money exchanged between the Parties. These Exhibits contain information regarding the amount of

¹ *Kentucky Bd. Of Examiners v. Courier-Journal*, 826 S.W.2d 324, 327 (Ky. 1992).

money which AT&T Kentucky compensated Brandenburg for terminating ACS traffic through its Settlements Process. Exhibit TW-2 also contains information regarding minutes of use. All of this information is specific to Brandenburg Telephone Company in the conduct of its business with AT&T Kentucky.

The information provided in these attachments is considered confidential business information related to the competitive interests of AT&T Kentucky and Brandenburg Telephone Company that is proprietary and confidential to AT&T Kentucky and Brandenburg. These documents are not publicly available and disclosure of this data would impair the competitive business and cause harm to AT&T Kentucky and Brandenburg Telephone Company. Public disclosure of the identified information would provide competitors, namely CLECs and other CMRS Providers, with an unfair competitive advantage.

In addition, information provided to the Commission in Exhibits TW-2 and TW-5 concerning specific customers is customer proprietary network information ("CPNI") and should not be publicly disclosed without the approval of the individual customers. Disclosure of customer-specific information is subject to obligations under Section 222 of the Communications Act of 1937 as amended by the Telecommunications Act of 1996. Federal law imposes the obligation to maintain the confidentiality of such information from public disclosure when the disclosure of such information or records is prohibited by federal law or regulation. Therefore, because CPNI is protected from disclosure by federal law, this information should be afforded proprietary treatment.

The information for which AT&T Kentucky is requesting confidentiality in this petition is the same or similar information for which AT&T Kentucky sought protection in

its previous confidentiality petitions filed in this case on December 13, 2006, March 7, 2007, July 2, 2009, and July 24, 2009.

The Commission should also grant confidential treatment to the information for the following reasons:

(1) The information for which AT&T Kentucky is requesting confidential treatment is not known outside of AT&T Kentucky;

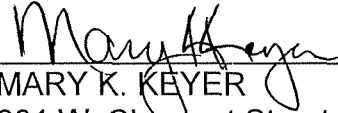
(2) The information is not disseminated within AT&T Kentucky and is known only by those of AT&T Kentucky's employees who have a legitimate business need to know and act upon the information;

(3) AT&T Kentucky seeks to preserve the confidentiality of this information through appropriate means, including the maintenance of appropriate security at its offices; and

(4) By granting AT&T Kentucky's petition, there would be no damage to any public interest.

For the reasons stated herein and in its Order dated March 31, 2006, in Case No. 2005-00533, SouthEast Telephone, Inc., v. BellSouth Telecommunications, Inc., the Commission should grant AT&T Kentucky's request for confidential treatment of the identified information.

Respectfully submitted,



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(502) 582-8219
mary.keyer@att.com


COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.
D/B/A AT&T KENTUCKY

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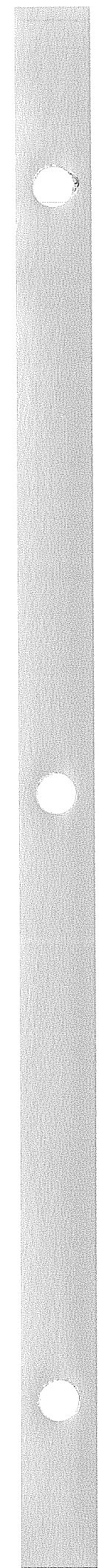
CERTIFICATE OF SERVICE -- KPSC 2006-00546

It is hereby certified that a true and correct copy of the foregoing was served on the following individuals by placing same in the U.S. Mail, postage pre-paid, this 13th day of August, 2009.

John E. Selent
Holly C. Wallace
Dinsmore & Shohl, LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
John.Selent@dinslaw.com
Holly.Wallace@dinslaw.com



Mary K. Keyer

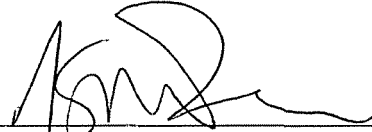


KENTUCKY PUBLIC SERVICE COMMISSION

COUNTY OF CONTRA COSTA

STATE OF CALIFORNIA

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared J. Scott McPhee, who being by me first duly sworn deposed and said that he is appearing as a witness on behalf of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky before the Kentucky Public Service Commission in Docket Number 2006-00546, *In the Matter of: BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky v. Brandenburg Telephone Company* and if present before the Commission and duly sworn, his statements would be set forth in the annexed rebuttal testimony consisting of 5 pages and 0 exhibits.



J. Scott McPhee

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF AUGUST, 2009

Notary Public

My Commission Expires: _____

**PLEASE SEE
ATTACHED NOTARY**



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of CONTRA COSTA

Subscribed and sworn to (or affirmed) before me on this

7TH day of AUGUST, 2009, by

(1) JOHN SCOTT MCPHEE,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.)~~

Signature Tushar Patel
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Further Description of Any Attached Document

Title or Type of Document: KY PUBLIC SERVICE comm

Document Date: 8/7/09 Number of Pages: 1

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here

1 incorrect. Brandenburg's method of unilaterally recalculating reciprocal
2 compensation bills is in clear violation of the Parties' CMRS Agreement. Ms.
3 Willoughby also characterizes AT&T's EMI 110101 records as "verifiably
4 erroneous." This is an unsupported claim.

5

6 **Q. IN SEVERAL PLACES OF HER TESTIMONY, MS. WILLOUGHBY STATES**
7 **THAT AT&T KENTUCKY EXPECTS BRANDENBURG TO ACCEPT**
8 **VERIFIABLY ERRONEOUS MINUTES OF USE AND CALL DETAIL**
9 **RECORDS FROM AT&T KENTUCKY.¹ IS THAT TRUE?**

10 A. No, it is not true. Just as Ms. Willoughby suggests, such an expectation would
11 be illogical.² One of the main purposes of the CMRS Agreement is to provide
12 terms for the billing of Covered CMRS Provider Traffic. It would be illogical to
13 "allow" for the billing of that traffic -- or *any* traffic -- to be purposely based upon
14 incorrect data, as Brandenburg suggests AT&T Kentucky seeks to allow under
15 the CMRS Agreement. For the reasons, however, in AT&T Kentucky witness
16 Tim Watts' Rebuttal Testimony, the parties agreed in the CMRS Agreement to
17 accept AT&T Kentucky's EMI 110101 records as the basis for billing and
18 compensation for Covered CMRS Provider Traffic and provided means by which
19 Brandenburg could challenge those records if it felt they were inaccurate. AT&T
20 Kentucky is contractually obligated to provide accurate records for the purpose of

¹ Prefiled Direct Testimony of Allison T. Willoughby, p. 12, Line 1; p. 18, Line 24

² Ms. Willoughby uses the term "preposterous," p. 12, Line 4

1 billing reciprocal compensation.³ AT&T Kentucky's obligation to provide accurate
2 minutes of use and call detail records is formalized in several sections of the
3 CMRS Agreement, including:

4 1.05 "Covered CMRS Provider Traffic" is defined as CMRS Provider
5 Traffic of a Signatory CMRS Provider **for which [AT&T Kentucky]**
6 **generates and delivers to the terminating Rural LEC accurate**
7 **industry standard call detail records** identifying the originating CMRS
8 Provider and minutes of use for such CMRS Provider Traffic (currently
9 known as "110101 format message and billing records"). (*Emphasis*
10 *added*)

11 And:

12
13
14 2.10 For Covered CMRS Provider Traffic, **[AT&T Kentucky] is**
15 **responsible for providing to the appropriate terminating Rural LEC**
16 **accurate industry standard call detail records** identifying the originating
17 CMRS Provider and the minutes of CMRS Provider Traffic for each such
18 provider (currently known as "110101 format message and billing
19 records"). [AT&T Kentucky] will provide such records to the terminating
20 Rural LEC not later than 60 days after such usage occurs. (*Emphasis*
21 *added*)
22

23 **Q. MS. WILLOUGHBY MAKES MUCH ISSUE OF "VERIFIABLY ERRONEOUS"**
24 **AT&T KENTUCKY MINUTES OF USE ("MOU") AND CALL DETAIL**
25 **RECORDS ("CDRS"). DOES BRANDENBURG PROVIDE ANY DATA WHICH**
26 **SHOWS AT&T KENTUCKY'S DATA TO BE INCORRECT?**

27 A. No, it does not. Though it is a recurring theme in Ms. Willoughby's testimony
28 with regard to the invoicing and billing of CMRS traffic, she has provided no
29 detailed discussion of why Brandenburg believes the MOUs and CDRs are
30 incorrect, nor has she provided any examples of incorrect MOUs or CDRs.

31 There is no evidence showing where or how AT&T Kentucky's MOU or CDR data

³ Though Brandenburg has repeatedly made assertions that AT&T Kentucky has violated the terms of the CMRS Agreement by relying upon incorrect Call Detail Records and Minutes of Use data, Brandenburg has provided no evidence to support its allegations.

1 are erroneous or incorrect. Furthermore, Mr. Watts provides a discussion in his
2 rebuttal testimony addressing concerns previously raised by Brandenburg
3 regarding the accuracy of AT&T Kentucky's MOU and CDR data, including
4 identifying flaws in Brandenburg's analysis that results in *its* data being verifiably
5 incorrect.

6 **Q. IF BRANDENBURG BELIEVED THE EMI RECORDS THAT AT&T KENTUCKY**
7 **WAS SENDING IT WERE INACCURATE, WHAT SHOULD BRANDENBURG**
8 **HAVE DONE?**

9 A. First, Brandenburg should have complied with Section 2.07 of the CMRS
10 Agreement as agreed to by Brandenburg when it executed the CMRS
11 Agreement, which required Brandenburg to "accept [AT&T Kentucky's]
12 measurement of minutes of use and industry standard call detail records *as the*
13 *basis for the billing from and compensation to* [Brandenburg] for Covered CMRS
14 Provider Traffic." (*Emphasis added*)

15 Second, if Brandenburg didn't think AT&T Kentucky's records were accurate, it
16 should have taken one of two steps:

17 (1) Brandenburg should have worked with AT&T Kentucky to try to
18 reconcile the differences by engaging in good faith negotiations pursuant to
19 Section 11 - Dispute Resolution of the CMRS Agreement while continuing to
20 accept the records "as the basis for the billing from and compensation to"
21 Brandenburg for Covered CMRS Provider Traffic as required by Section 2.07 of
22 the Agreement. If the parties could not resolve their differences in these

1 negotiations, Brandenburg could have either requested an audit pursuant to
2 Section 2.07 or filed a complaint with the Commission pursuant to Section 11; or

3 (2) Brandenburg could have requested an audit pursuant to Section 2.07
4 while continuing to “accept BellSouth’s [AT&T Kentucky’s] measurement of
5 minutes of use and industry standard call detail records *as the basis for the*
6 *billing from and compensation to* [Brandenburg] for Covered CMRS Provider
7 Traffic” as required in Section 2.07.

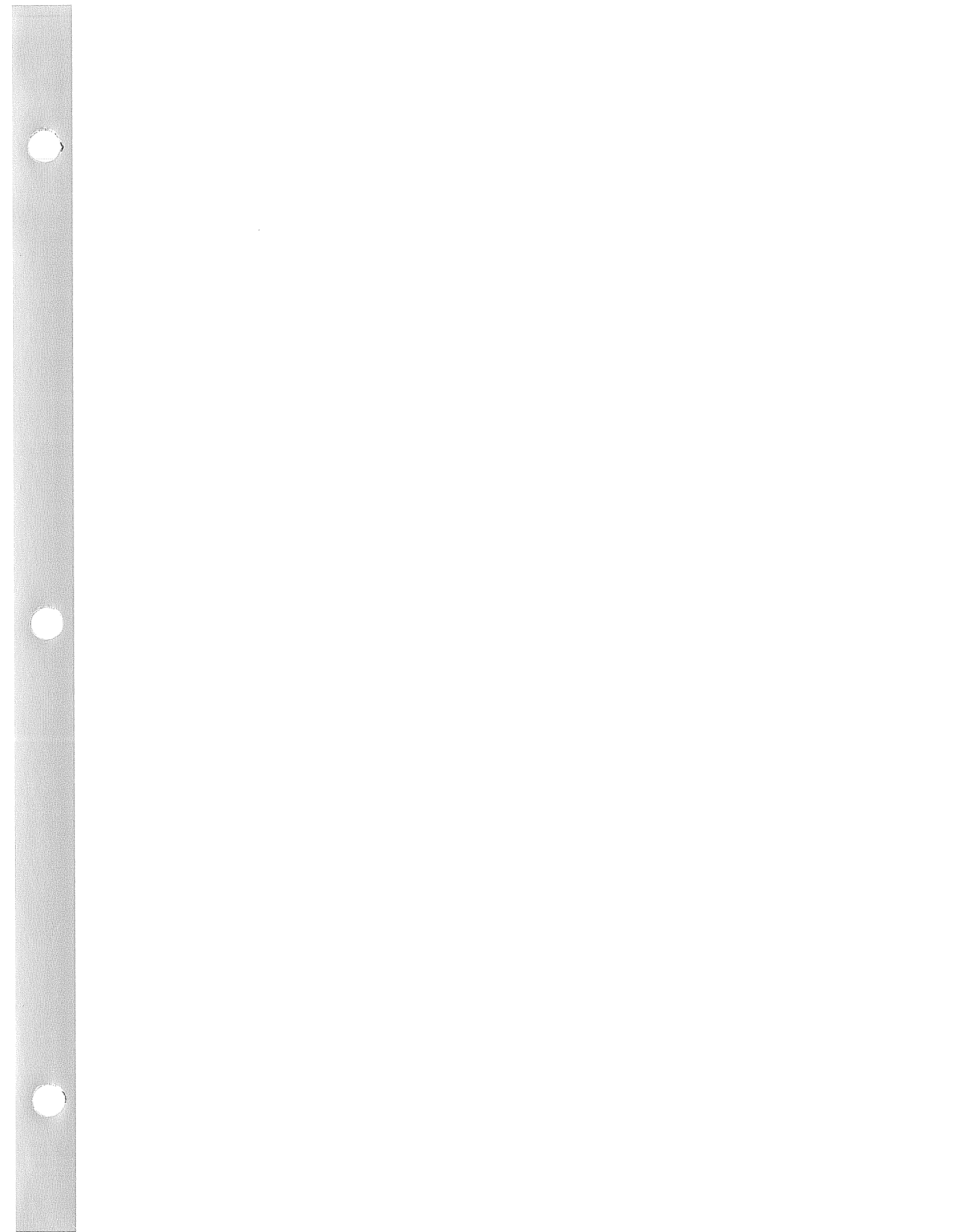
8
9 **Q. DOES THE CMRS AGREEMENT ALLOW FOR BRANDENBURG TO**
10 **UNILATERALLY INVOKE BILLING CHANGES TO AT&T KENTUCKY VIA “A**
11 **SIMPLE VERIFICATION PROCESS TO ENSURE THAT THE TRAFFIC FOR**
12 **WHICH [AT&T KENTUCKY] CLAIMED IT SHOULD BE COMPENSATED WAS**
13 **IN FACT TRAFFIC COVERED BY THE APPLICABLE AGREEMENT?”⁴**

14 A. No, it does not. As I have just discussed, provisions exist within the CMRS
15 Agreement under which Brandenburg could have pursued billing issues with
16 AT&T Kentucky, either via good-faith negotiations or via the request of a formal
17 audit. There simply is no justification – in the CMRS Agreement or in terms of
18 general fairness – that allow for Brandenburg to unilaterally alter its billing to
19 AT&T Kentucky. Such an action is simply self-help, and there is no provision in
20 the CMRS Agreement to allow for either Party to deviate from the clear terms of
21 the Agreement.

22 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

23 A. Yes.

⁴ Willoughby Direct, p.12, Line 8

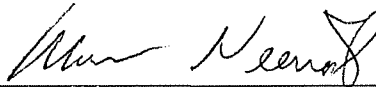


KENTUCKY PUBLIC SERVICE COMMISSION

COUNTY OF Dallas


STATE OF Texas

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Mark Neinast, who being by me first duly sworn deposed and said that he is appearing as a witness on behalf of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky before the Kentucky Public Service Commission in Docket Number 2006-00546, *In the Matter of: BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky v. Brandenburg Telephone Company* and if present before the Commission and duly sworn, his statements would be set forth in the annexed rebuttal testimony consisting of 4 pages and 0 exhibits.



Mark Neinast

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 3 DAY OF AUGUST, 2009


Notary Public

My Commission Expires: 2-19-2012

1 Q. CAN YOU DESCRIBE THE TRUNK GROUPS BETWEEN AT&T KENTUCKY
2 AND BRANDENBURG TELEPHONE COMPANY AND THE TYPES OF
3 TRAFFIC THAT ARE ROUTED ON EACH?

4 A. Yes. As I described in my Direct Testimony and supporting diagram, MN Exhibit
5 1, there are three trunk groups between AT&T and Brandenburg for exchanging
6 traffic. The two types of trunk groups involved are local and common transport.
7 The trunk groups at Owensboro and Rose Terrace that are used between AT&T
8 and Brandenburg are the first type - for basic local traffic only. There are many
9 exchanges between the two companies that have basic local traffic between
10 them and all of that traffic is routed over the local calling trunk groups or EAS
11 trunk groups as referred to in my Direct Testimony and shown in MN Exhibit 1.
12 In order to insure the correct traffic is routed over each trunk group, there are
13 Traffic Use codes assigned to each trunk group. These codes tell the personnel
14 responsible for routing traffic whether to put local only, toll or both on a given
15 trunk group. The Traffic Use code of "OG" is assigned to the EAS trunk groups
16 that limit the traffic to local only.
17 The trunk group between the AT&T Louisville Access Tandem and
18 Brandenburg's Radcliff Access Tandem is the second type of trunk groups -
19 Common Transport Trunk Group (CTTG). These trunks handle all of the toll
20 traffic and ACS Traffic between AT&T Kentucky and Brandenburg, plus any
21 transit traffic of carriers not directly interconnected to Brandenburg. The CTTG is
22 also shown on MN Exhibit 1. The ACS Traffic that is the subject of this complaint
23 is routed only over the CTTG. The Traffic Use code of "IT" is assigned to the

1 CTTG trunk group that allows these types of traffic, including ACS Traffic, to be
2 delivered over that trunk group.

3
4 **Q. HAD AT&T KENTUCKY MADE ANY ROUTING CHANGES FOR ACS**
5 **TRAFFIC AFTER IT STOPPED INCLUDING ACS TRAFFIC IN THE**
6 **SETTLEMENTS PROCESS IN MAY 2004?**

7 A. No. There were no changes made to the routing of ACS Traffic between AT&T
8 and Brandenburg after AT&T stopped including ACS Traffic in the Settlements
9 Process in May 2004. Nor had there been any changes in the routing of ACS
10 Traffic since at least February 2000, when I confirmed that the ACS Traffic was
11 being routed over the CTTG. It would be a large project to reroute traffic from the
12 CTTG to either of the local trunk groups or vice versa. There would need to be
13 traffic studies to determine the amount of traffic that would be rerouted. Then the
14 local calling trunk groups would need to be augmented to handle the additional
15 traffic volumes and all of these activities would need to be coordinated between
16 the two carriers. Anything short of this could possibly result in blocked calls
17 and/or service outages and the impact would be felt within the communities.

18
19 **Q. ARE CALL DETAIL RECORDS (CDRS) NECESSARY TO “PROVE” THE ACS**
20 **TRAFFIC WAS ROUTED OVER THE CTTG DURING THE RELEVANT**
21 **PERIOD?**

22 A. No. While CDRs are one way of verifying that ACS Traffic was routed over the
23 CTTG, there is another and equally valid way which I provided in my direct

1 testimony. I verified the routing of the ACS Traffic with the trunking and
2 translations personnel responsible for the routing of this traffic to confirm that
3 ACS Traffic has been routed over the CTTG at least since February 2000 and
4 was not changed at any time during the relevant period of April 2002 through
5 March 2004.

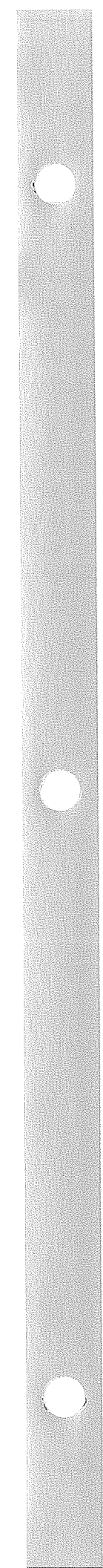
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7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 A. Yes.

9

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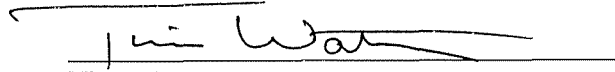


KENTUCKY PUBLIC SERVICE COMMISSION

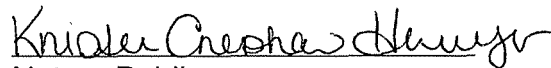
COUNTY OF JEFFERSON

STATE OF ALABAMA

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Tim Watts, who being by me first duly sworn deposed and said that he is appearing as a witness on behalf of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky before the Kentucky Public Service Commission in Docket Number 2006-00546, *In the Matter of: BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky v. Brandenburg Telephone Company* and if present before the Commission and duly sworn, his statements would be set forth in the annexed rebuttal testimony consisting of 17 pages and 5 exhibits.


Tim Watts

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 3rd DAY OF AUGUST, 2009


Notary Public

My Commission Expires: 5/7/2013

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AT&T KENTUCKY
REBUTTAL TESTIMONY OF TIM WATTS
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
DOCKET NO. 2006-00546
AUGUST 14, 2009

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Tim Watts. My business address is Room 8-D3, 600 19th Street North, Birmingham, Alabama 35203.

Q. ARE YOU THE SAME TIM WATTS WHO SUBMITTED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My rebuttal testimony will correct several inaccurate statements and mischaracterizations made by Brandenburg Telephone Company's witness, Allison Willoughby, in her prefiled direct testimony, submitted July 24, 2009 in this proceeding, that relate to both the ACS and CMRS disputes.

ACS TRAFFIC CLAIM

1 Q. MS. WILLOUGHBY CLAIMS THAT AFTER AT&T KENTUCKY
2 DISCOVERED THE ACS TRAFFIC OVERPAYMENT ERROR IN 2004 AND
3 EVEN THOUGH BRANDENBURG REQUESTED COPIES OF THE CALL
4 DETAIL RECORDS, AT&T KENTUCKY DESTROYED THEM AND
5 REFUSED TO PROVIDE THEM.¹ IS THAT TRUE?

6

7 A. No. Had Brandenburg requested the Call Detail Records while AT&T
8 Kentucky still had access to them, AT&T Kentucky would gladly have provided
9 them. Due to the sheer volume of traffic that AT&T Kentucky processes,
10 AT&T Kentucky only keeps a running 60 days of Call Detail Records at any
11 given time. Each day, a day's worth of Call Detail Records is automatically
12 added to the record system, and a day's worth of Call Detail Records is
13 automatically rolled off the record system. AT&T did not intentionally "destroy"
14 the related Call Detail Records as implied by Ms. Willoughby.

15

16 Q. DID AT&T KENTUCKY TAKE STEPS TO RETAIN THE PREVIOUS
17 60 DAYS OF CALL DETAIL RECORDS WHEN IT DISCOVERED THE
18 OVERPAYMENT ERROR IN MAY 2004 AND, IF NOT, WHY NOT?

19

20 A. No, it did not because frankly it never occurred to us that we would
21 need to save the CDRs. AT&T Kentucky had always sent ACS Traffic to

¹ See Allison Willoughby Direct Testimony, p. 4, lines 3-5; p. 5, line 7; p. 7, lines 9-12; p. 8, lines 6-10; p. 9, lines 18-21; p. 10, lines 7-9, 15-16.

1 Brandenburg over the Common Transport Trunk Group and never changed
2 that (see direct testimony of Mark Neinast). Since Brandenburg was billing us
3 through its CABS system for all traffic sent over the Common Transport Trunk
4 Group, and we could clearly prove that we had also compensated
5 Brandenburg for ACS Traffic via the Settlement System (and had been doing
6 so since 1997 according to Brandenburg) our claim appeared to us to be very
7 straightforward and simple. We simply did not anticipate that Brandenburg
8 would take the position that they took and have taken in this case.

9

10 **Q. DID AT&T EVER PROVIDE INFORMATION TO BRANDENBURG**
11 **THAT SUPPORTED AT&T KENTUCKY'S POSITION THAT ACS TRAFFIC**
12 **WAS BEING ROUTED OVER THE CTTG?**

13

14 A. Yes. Brandenburg responded on June 1, 2004 to the May 12, 2004
15 AT&T Kentucky ACS Traffic claim letter. Copies of these letters are attached
16 as **Exhibit TW-1** and **Exhibit TW-2** respectively. In its response,
17 Brandenburg denied AT&T Kentucky's claim indicating that Brandenburg did
18 not know if the calls were being sent "over EAS trunks, intralata toll trunks, or
19 via another route. In fact, [AT&T Kentucky] could at their discretion change
20 this routing without Brandenburg's knowledge." Brandenburg did not in its
21 letter ask for the CDRs for the claim period which ended March 31, 2004, but
22 even if it had, the Call Detail Records were no longer available at that time.
23 However, in response to Brandenburg's June 1, 2004 letter, AT&T Kentucky

1 did pull data from Call Detail Records for June 7, 2004, and based on these
2 CDRs, provided Brandenburg a sample of 20 ACS Traffic calls that were sent
3 to Brandenburg over the Common Transport Trunk Group. A copy of Joe
4 Pitard's letter to Randall Bradley dated September 15, 2004 is attached as
5 **Exhibit TW-3**. These 20 sample calls were pulled from CDRs that were within
6 three months of the last month of the claim period, *i.e.*, March 2004.

7

8 **Q. HOW DID BRANDENBURG RESPOND TO THIS INFORMATION?**

9

10 A. Brandenburg acknowledged that it had checked the information on the
11 sample calls provided by AT&T Kentucky and confirmed that they "are
12 examples of calls that typically would be placed on the intralata trunk group
13 [Common Transport Trunk Group] and billed by Brandenburg," but continued
14 to take the position that it did not know "whether these are the same calls that
15 [AT&T Kentucky] is claiming as the calls that were double paid" and whether
16 AT&T Kentucky "had delivered some of the ACS calls over the EAS trunk
17 between [AT&T Kentucky] and Brandenburg, an alternate route, or if these
18 calls in fact had come over the intralata trunk groups." Although Brandenburg
19 confirmed that it "does bill [AT&T Kentucky] for all traffic terminating on the
20 intralata trunk group and has been doing so since the trunks were
21 implemented," Brandenburg once again denied AT&T Kentucky's claim for the
22 payment for ACS Traffic through both the CABS billing and the Settlements

1 Process. A copy of Brandenburg's October 18, 2004 response is attached as
2 **Exhibit TW-4.**

3

4 **Q. HOW DID AT&T KENTUCKY RESPOND TO BRANDENBURG'S**
5 **POSITION?**

6

7 A. In a February 25, 2005 letter to Brandenburg, attached as **Exhibit TW-5,**
8 AT&T Kentucky provided further proof that the ACS Traffic had in fact been
9 routed to Brandenburg via the Common Transport Trunk Group by having its
10 technicians examine the routing of AT&T Kentucky-originated EAS and ACS
11 traffic to Brandenburg to assure that AT&T Kentucky has not, does not, and
12 would not route ACS traffic to Brandenburg via the EAS trunk groups. This too
13 was rejected by Brandenburg.

14

15 **Q. DO YOU KNOW HOW THE ACS TRAFFIC STARTED BEING**
16 **INCLUDED IN THE ACS TRAFFIC SETTLEMENTS PROCESS?**

17

18 A. In or around mid-1990, AT&T Southeast (then BellSouth) began
19 offering various optional local calling plans (such as the ACS Traffic) to its
20 end users throughout its nine states. Some Independent Telephone
21 Companies began doing the same thing for their end users. In an effort to
22 identify and settle on these optional local calling plans, AT&T Southeast
23 implemented on a multi-state basis the ACS Settlements System as part

1 of the Settlement Process for the compensation of ACS Traffic. Since this
2 was a multi-state program, all Independent Telephone Companies (like
3 Brandenburg) were programmed into the ACS Settlement System so the
4 ACS Traffic could be captured for each Independent Telephone Company.
5 If an Independent Telephone Company was or started billing AT&T
6 Southeast via an Independent Telephone Company CABS bill, AT&T
7 Southeast programmers were to zero out the rates in the ACS Settlement
8 System so that no compensation for ACS Traffic would flow via the ACS
9 Settlements System. Unfortunately, the AT&T Southeast programmers
10 missed Brandenburg in this process, so compensation to Brandenburg for
11 the ACS Traffic continued even though Brandenburg was billing, and
12 AT&T Kentucky was paying, for ACS Traffic via Brandenburg's CABS bill.
13 This had nothing to do with AT&T Kentucky routing ACS Traffic to
14 Brandenburg via the EAS trunk group as implied by Ms. Willoughby in her
15 testimony (p.6 lines 9-17, p.10 lines 1-9).

16

17 **Q. MR. WATTS, MS. WILLOUGHBY INDICATED IN HER DIRECT**
18 **TESTIMONY ON PAGE 6 THAT BRANDENBURG CALLED**
19 **CHARLOTTE LORD AT AT&T KENTUCKY IN 1997 TO INQUIRE INTO**
20 **THE NATURE OF THE ACS TRAFFIC BEING PAID FOR THROUGH**
21 **THE SETTLEMENTS PROCESS BUT DID NOT RECEIVE A**
22 **RESPONSE TO THAT INQUIRY, LEAVING BRANDENBURG TO**
23 **"ASSUME THAT [AT&T KENTUCKY] WAS PAYING BRANDENBURG**

1 TELEPHONE FOR TERMINATING THE ACS TRAFFIC OVER THE EAS
2 TRUNKS.” HOW DO YOU RESPOND TO MS. WILLOUGHBY’S
3 STATEMENT AND CONCLUSION?

4

5 A. I cannot attest to what inquiry may have been made some 12 years
6 ago of Ms. Lord, who has since retired from AT&T, but I can say that Ms.
7 Willoughby’s assumption “that [AT&T Kentucky] was paying Brandenburg
8 Telephone for terminating the ACS Traffic over the EAS trunks” was and is
9 wrong. As I have stated, and as Mr. Neinast confirms in his direct
10 testimony, AT&T Kentucky has always routed ACS Traffic over the CTTG
11 (or BTG as Brandenburg refers to it) and not the EAS trunks. That was
12 the case during the relevant period of April 2002 through March 2004.

13

14 Q. DID AT&T KENTUCKY ROUTE ACS TRAFFIC TO
15 BRANDENBURG VIA THE COMMON TRANSPORT TRUNK GROUP
16 AND THUS PAY BRANDENBURG FOR THE ACS TRAFFIC VIA THE
17 BRANDENBURG CABS BILL?

18

19 A. Yes. AT&T Kentucky did route the ACS Traffic to Brandenburg via
20 the Common Transport Trunk Groups (see direct testimony of Mark
21 Neinast), and AT&T Kentucky was billed and paid for ACS Traffic via the
22 Brandenburg CABS bill, as testified to by Ms. Willoughby in her direct
23 testimony on page 4, lines 16-18.

1

2 Q. DID AT&T KENTUCKY PAY BRANDENBURG FOR THIS SAME
3 ACS TRAFFIC VIA THE AT&T KENTUCKY ACS TRAFFIC
4 SETTLEMENTS SYSTEM?

5

6 A. Yes, as confirmed by Ms. Willoughby in her direct testimony on
7 page 6, lines 9-20, when she testified that AT&T Kentucky paid for ACS
8 Traffic through the Settlements Process since 1997.

9

10 **CMRS TRAFFIC CLAIM**

11

12 Q. MS. WILLOUGHBY IMPLIED IN HER DIRECT TESTIMONY ON
13 PAGE 13, LINES 10-16, AND PAGE 17, LINES 5-14, THAT AT&T
14 KENTUCKY WAS IN BREACH OF SECTIONS 1.05 AND 2.01 OF THE
15 CMRS AGREEMENT. WAS AT&T IN BREACH OF THESE SECTIONS?

16

17 A. No. Ms. Willoughby claims that AT&T Kentucky violated Section
18 1.05 because "BellSouth was delivering traffic that it characterized as
19 Covered CMRS Traffic but which appeared to be from CMRS providers
20 who were not signatories to the CMRS Agreement and from non-CMRS
21 providers such as landline competitive local exchange carriers." She also
22 claims that AT&T Kentucky violated Section 2.01 because "it was
23 delivering non-signatory CMRS traffic to Brandenburg Telephone."

1 Brandenburg appears to base these conclusions on its flawed verification
2 process where Brandenburg was comparing its own terminating switch
3 recordings (where Brandenburg identified the originating number, then
4 assigned carrier ownership to the originating number) against the AT&T
5 Kentucky provided EMI 110101 records. As a result, Brandenburg was
6 reaching incorrect conclusions.

7

8 **Q. WHY DO YOU SAY BRANDENBURG WAS REACHING**
9 **INCORRECT CONCLUSIONS?**

10

11 Because Brandenburg's switch recordings did not capture the information
12 necessary to properly identify the Covered CMRS Provider Traffic. For
13 example, in AT&T's analysis of some of Brandenburg's August 2005 data
14 utilized in Brandenburg's verification process that allegedly proved errors
15 in AT&T Kentucky's EMI records, AT&T showed Brandenburg where the
16 Brandenburg "verification process" identified the originating number
17 562/453-8009 as belonging to 01 Communications, a Facilities Based
18 CLEC in California. However, 562/453-8009 had in fact been "number
19 pooled" to AT&T Wireless, a Covered CMRS Provider. Brandenburg's
20 verification process had failed to capture that fact. This was just one of
21 several such verification process errors identified to Brandenburg by AT&T
22 Kentucky.

23

1 Further, what Brandenburg's verification process cannot do is determine
2 which wireless carrier actually delivers the call to AT&T Kentucky, which
3 then transmits the call on to Brandenburg. Wireless carriers have roaming
4 traffic agreements among themselves so that the originating roaming
5 wireless call of one wireless carrier is actually delivered to AT&T Kentucky
6 by a completely different wireless carrier. In this situation, Brandenburg's
7 verification process would identify the name of the wireless carrier owning
8 the originating wireless number, but could not know that another wireless
9 carrier delivered the call to AT&T Kentucky (and thus on to Brandenburg).
10 It is the wireless carrier that delivers the call to AT&T Kentucky that
11 determines the billing, not the owner of the originating wireless number.
12 Only the AT&T Kentucky EMI 110101 records would have the name of the
13 wireless carrier that delivered the call to AT&T Kentucky and thus on to
14 Brandenburg. For example, in AT&T Kentucky's analysis of the
15 Brandenburg August 2005 verification process data, AT&T Kentucky
16 identified to Brandenburg numerous calls where Brandenburg had looked
17 at the originating numbers (one being 850/960-0891) and assigned the
18 originating carrier as PowerTel (a non-Signatory CMRS provider), when in
19 fact the call had been delivered to AT&T Kentucky via the T-Mobile trunk
20 group (a Covered CMRS Provider). Again, it is the wireless carrier that
21 delivers the call to AT&T Kentucky that determines the billing, not the
22 owner of the originating wireless number.

23

1 The above two examples are clear reasons why the Brandenburg
2 "verification process" was flawed and should not have been used by
3 Brandenburg to determine which CMRS traffic to deduct from
4 Brandenburg CABS bill to AT&T Kentucky. All of this was clearly
5 communicated to Brandenburg on an August 30, 2005 conference call and
6 in an October 12, 2005 email from William Schneider to Randall Bradley
7 (see Exhibit 7 of the Complaint).

8

9 It was not AT&T Kentucky violating Sections 1.05 and 2.01 of the CMRS
10 Agreement, but Brandenburg violating Section 2.07 by using its
11 "verification process" instead of the AT&T Kentucky provided EMI 110101
12 records as agreed to by the Parties in the CMRS Agreement.

13

14 **Q. MS. WILLOUGHBY ALSO REFERENCES SECTION 2.04 IN HER**
15 **DIRECT TESTIMONY ON PAGE 17 REGARDING "MUTUALLY**
16 **AGREEABLE EXCHANGE OF DATA AND ADMINISTRATIVE**
17 **PROCESSES." IS SECTION 2.04 RELEVANT TO THE COVERED**
18 **CMRS PROVIDER TRAFFIC THAT IS AT ISSUE BEFORE THE**
19 **COMMISSION IN THIS CASE?**

20

21 A. No.

22

23 **Q. WHY NOT?**

1

2 A. Section 2.04 applies to “Signatory CMRS Provider Traffic for which
3 AT&T Kentucky does *not* provide industry standard call detail records
4 identifying the originating CMRS Provider and the minutes of CMRS
5 Provider Traffic for each such provider.” (Emphasis added) The traffic at
6 issue in this case is “Covered CMRS Provider Traffic” as defined in
7 Section 1.05 of the CMRS Agreement and is traffic for which AT&T
8 Kentucky *does* provide industry standard call detail records identifying the
9 originating CMRS Provider and the minutes of CMRS Provider Traffic for
10 each such provider.

11

12 **Q. IN MS. WILLOUGHBY’S TESTIMONY ON PAGE 16, LINES 11-**
13 **13, SHE STATED THAT “BRANDENBURG TELEPHONE DID WHAT**
14 **SECTION 2.07 REQUIRED.” IS THIS CORRECT?**

15

16 A. No. Ms. Willoughby states: “In any event, Brandenburg Telephone
17 did what Section 2.07 required. It accepted BellSouth’s measurements of
18 MOUs as the basis for its billing as contemplated by the CMRS
19 Agreement”. But then Ms. Willoughby continues to say: “Then, after
20 accepting them, Brandenburg Telephone exercised its prudent business
21 judgment to verify whether the CMRS traffic for which BellSouth was
22 claiming credit was indeed traffic covered by the CMRS Agreement”. In
23 other words, Brandenburg “accepted” the AT&T Kentucky EMI 110101

1 records, then promptly proceeded to change those records as
2 Brandenburg saw fit.

3

4 Section 2.07 states "Subject to the audit provisions set forth below in this
5 subsection, the Signatory CMRS Providers and the Rural LECs agree to
6 accept BellSouth's measurement of minutes of use and industry standard
7 call detail records as ***the basis for the billing*** [emphasis added] from and
8 compensation to the Rural LECs for Covered CMRS Provider Traffic as
9 set forth in this Section."

10

11 Section 2.07 does not say that the Rural LEC will accept the EMI 110101
12 records and then proceed to modify them however the Rural LEC sees fit.
13 So in reality, Brandenburg did not use the EMI records as the basis for
14 their billing, and thus breached Section 2.07 of the CMRS Agreement.

15

16 Further, if Brandenburg had a problem with the accuracy of the EMI
17 110101 records, the CMRS Agreement gave Brandenburg a specific
18 recourse: request an audit.

19

20 **Q. IN MS. WILLOUGHBY'S TESTIMONY ON PAGE 18, LINES 9-10,**
21 **SHE STATED THAT BRANDENBURG'S AMA RECORDS**
22 **DEMONSTRATED THAT THE MOU'S AND CALL DETAIL RECORDS**

1 **SUPPLIED BY BELLSOUTH WERE VERIFIABLY INCORRECT. IS**
2 **THIS CORRECT?**

3

4 A. No. In fact, it's the other way around. As I described earlier, the
5 August 2005 AT&T analysis of the Brandenburg verification process
6 identified fatal flaws in their process. The CMRS roaming agreements
7 among the CMRS carriers that I referred to earlier in my testimony would
8 make it impossible for Brandenburg to use Brandenburg's terminating
9 switch recordings to properly identify all the CMRS carriers that deliver
10 calls to Brandenburg via the AT&T Kentucky network. Beyond providing
11 the sample of August 2005 calls from Brandenburg's verification process
12 that Brandenburg felt proved that the AT&T Kentucky EMI records were
13 inaccurate (and we have described the result of that in Exhibit 7 of the
14 Complaint), Brandenburg has not provided any other data to support their
15 claim that the AT&T Kentucky EMI records are "verifiably incorrect."

16

17 **Q. WHAT WERE THE PROBLEM AREAS OF BRANDENBURG'S**
18 **VERIFICATION PROCESS FOUND BY AT&T KENTUCKY?**

19

20 A. In addition to the two flaws I have already explained regarding
21 number pooling and cellular roaming, Brandenburg's verification process
22 did not properly take into account the following: (1) number portability and
23 (2) multiple OCNs for the same provider, or combinations of the above.

1 Due to these serious flaws, Brandenburg's process did not accurately
2 identify the correct wireless carriers and, therefore, understated the
3 number of Covered CMRS Provider Traffic credits that should have been
4 issued to AT&T Kentucky from May 2004 through May 2005 under the
5 CMRS Agreement. A greater detail of these problems can be reviewed in
6 Exhibit 7 of the Complaint.

7

8 **Q. DID BRANDENBURG CHANGE WHAT IT SAYS IS ITS**
9 **"VERIFICATION PROCESS" TO ACCOUNT FOR THE DEFICIENCIES**
10 **THAT AT&T KENTUCKY DISCOVERED IN BRANDENBURG'S**
11 **PROCESS?**

12

13 A. Brandenburg must have adjusted its process at some point going
14 forward because based on Ms. Willoughby's own testimony on page 15,
15 lines 16-18, "for the last 19 months, 98.7 percent of the MOUs for which
16 [AT&T Kentucky] has claimed a credit are correctly identified as Covered
17 CMRS Provider Traffic." This was after we provided the results of the
18 AT&T Kentucky analysis of the Brandenburg verification process. While
19 Brandenburg did make an adjustment in its billing to AT&T Kentucky,
20 which is reflected in Attachment 2 to my direct testimony, Brandenburg did
21 not provide enough adjustments to correct for the errors made for the
22 period that it was billing AT&T Kentucky using incorrect data. Therefore,
23 AT&T Kentucky has come to the Commission to recoup the remaining

1 overpayments made by AT&T Kentucky to Brandenburg based on
2 Brandenburg's incorrect billing for CMRS traffic.

3

4 **Q. WHY CAN'T BRANDENBURG JUST USE THEIR VERIFICATION**
5 **PROCESS IN LIEU OF REQUESTING AN AUDIT OF THE AT&T**
6 **KENTUCKY EMI RECORDS AS REQUIRED IN SECTION 2.07 OF THE**
7 **CMRS AGREEMENT?**

8

9 A. As described earlier, there is a very good reason that the CMRS
10 Agreement clearly stated that the AT&T Kentucky provided EMI 110101
11 records were to be used by both the Signatory CMRS Providers and the
12 Rural LECs for billing: only the EMI 110101 records can identify the CMRS
13 carrier that delivers the call to AT&T Kentucky and thus on to the Rural
14 LECs. Just doing a lookup on the originating number to determine the
15 owning carrier cannot ensure identification of the correct CMRS carrier
16 that delivered the call. And it is the wireless carrier that delivers the call to
17 AT&T Kentucky that determines the correct billing, not the owner of the
18 originating wireless number.

19

20 Even if the Brandenburg verification process were to be deemed an "audit"
21 as intended in the CMRS Agreement, which AT&T Kentucky denies, or is
22 deemed a prudent action on the part of Brandenburg to ensure that they
23 only deducted the correct number of Covered CMRS Provider minutes

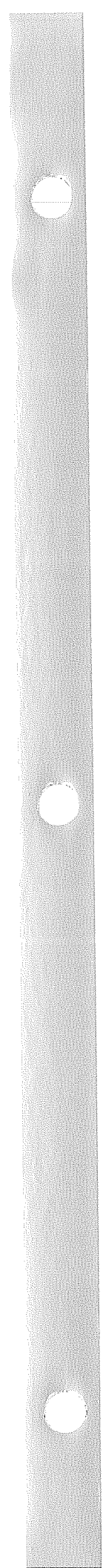
1 from the CABS bill to AT&T Kentucky, AT&T Kentucky has clearly shown
2 that the Brandenburg verification process was and is flawed and resulted
3 in Brandenburg substantially understating the amount of CMRS minutes of
4 use to be deducted from their CABS bill to AT&T Kentucky. It is only fair
5 that Brandenburg reimburse AT&T Kentucky accordingly.

6

7 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

8 A. Yes, it does.

9 741053



BRANDENBURG TELEPHONE COMPANY

200 Telco
PO Box 599
Brandenburg, KY 40108
270-422-2121

June 1, 2004

Mr. Joe Pitard
Bellsouth Telecommunications
600 North 19th Street
Birmingham, AL 35203

Mr. Pitard,

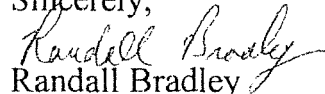
This letter is in response to your letter dated May 12, 2004 concerning the Area Calling Service usage. Brandenburg Telephone Co. does in fact issue Bellsouth a Cabs bill for all minutes of use that Bellsouth terminates to Brandenburg on the intralata toll trunks and have been doing so since the early 1990's.

In regard to the claim of double compensation for the Area Calling Service minutes, Brandenburg does not know how Bellsouth is sending the so called area calling service minutes to us. We don't know if these calls are being sent over EAS trunks, intralata toll trunks, or via another route. In fact, Bellsouth could at their discretion change this routing without Brandenburg's knowledge.

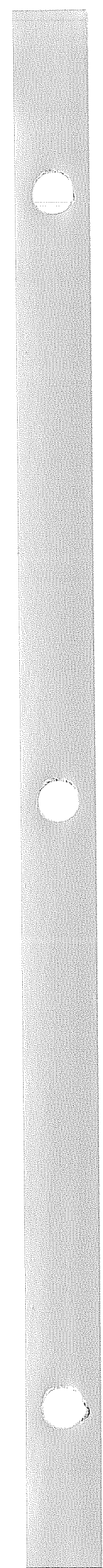
Without being able to verify previous routing of these calls, Brandenburg does not believe that reimbursement of previous settlements is appropriate. In addition, Brandenburg needs proof going forward that area calling service calls are being routed over the intralata toll trunks. Absent this proof, Brandenburg is entitled to continue receiving compensation for these minutes of use.

If you have any questions, please give me a call at 270-422-2121.

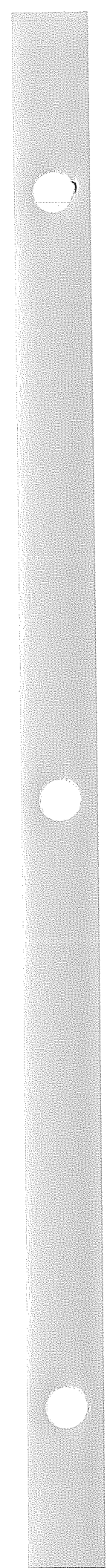
Sincerely,



Randall Bradley
Controller



The entire Exhibit is Proprietary. There is no edited version.

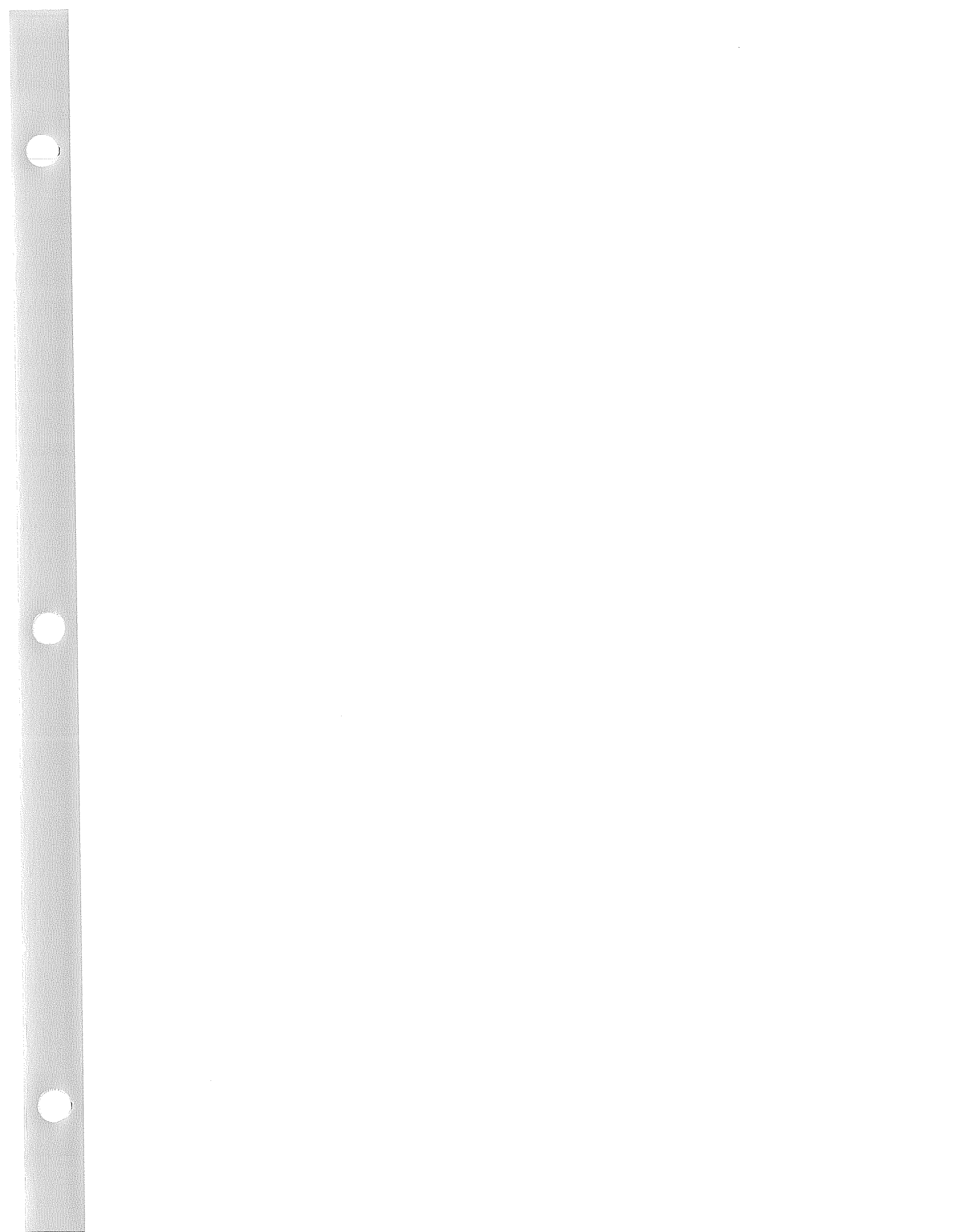


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Bell to ICO
ACS
TK Group
AF111053

Date	Time	Calling TN	Called TN
6-7-04	20:54:45	502-363-	270-547-
6-7-04	18:41:19	502-363-	270-547-
6-7-04	10:42:06	502-329-	270-352-
6-7-04	20:55:54	502-778-	270-352-
6-7-04	15:24:17	502-595-	270-828-
6-7-04	19:58:53	502-935-	270-351-
6-7-04	9:04:51	502-937-	270-351-
6-7-04	7:45:18	502-937-	270-351-
6-7-04	18:12:56	502-366-	270-828-
6-7-04	13:09:43	502-241-	270-547-
6-7-04	19:24:41	502-368-	270-496-
6-7-04	18:03:24	502-933-	270-422-
6-7-04	14:44:11	502-933-	270-352-
6-7-04	13:33:25	502-448-	270-422-
6-7-04	14:08:16	502-893-	270-352-
6-7-04	10:09:42	502-893-	270-352-
6-7-04	17:06:00	502-562-	270-422-
6-7-04	10:52:59	502-969-	270-422-
6-7-04	13:52:59	502-899-	270-863-
6-7-04	13:25:01	502-582-	270-351-

EDITED



BRANDENBURG TELEPHONE COMPANY

200 Telco Drive
PO Box 599
Brandenburg, KY 40108
270-422-2121

October 18, 2004

Mr. Joe Pitard
BellSouth Telecommunications
600 North 19th Street
8th Floor
Birmingham, AL 35203

Dear Mr. Pitard:

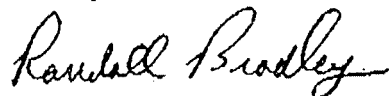
This letter is in reference to your letter dated September 15, 2004. Brandenburg Telephone Company ("Brandenburg") does bill BellSouth for all traffic terminating on the intralata trunk group and has been doing so since the trunks were implemented. The trunk group was designed and built specifically for this intralata toll traffic.

Brandenburg has received the details of the calls from June 2004 that you sent as an attachment to your letter of September 15, 2004. Brandenburg has checked the to and from phone numbers on these calls and have discovered that these calls are examples of calls that typically would be placed on the intralata trunk group and billed by Brandenburg.

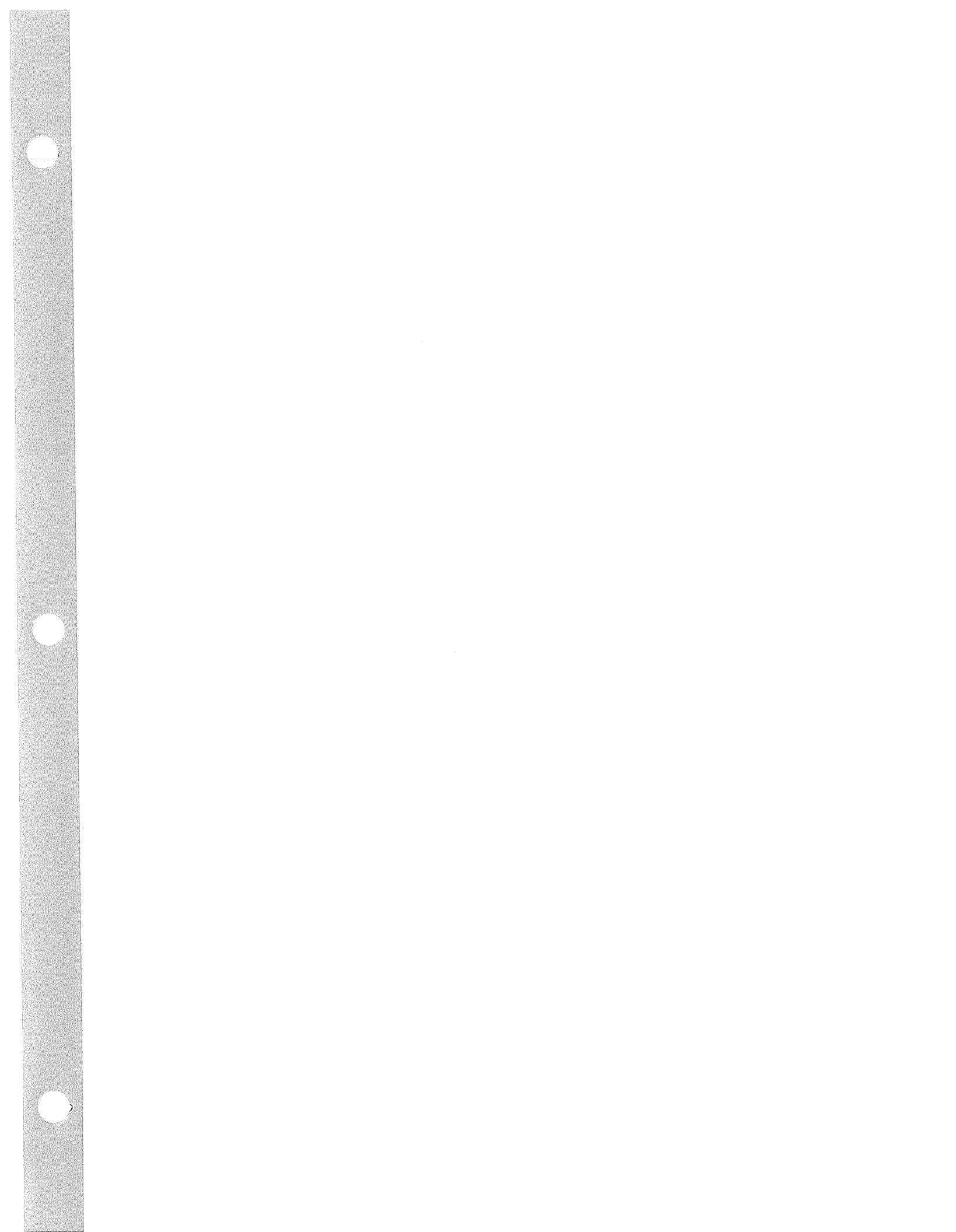
What Brandenburg does not know is whether these are the same calls that BellSouth is claiming as the calls that were double paid (properly billed one by Brandenburg and paid by BellSouth and then an independent check paid to Brandenburg by BellSouth for the ACS plan.) Brandenburg does not know if BellSouth had delivered some of the ACS calls over the EAS trunks between BellSouth and Brandenburg, an alternate route, or if these calls in fact had come over the intralata trunk groups. Without being able to identify these previous call patterns, Brandenburg cannot pay BellSouth for this so called ACS traffic. Brandenburg has not changed anything on the intralata trunk group and has continued billing BellSouth exactly as the original agreement had envisioned.

If you have any questions, please give me a call at 270-422-2121.

Sincerely,



Randall Bradley
Controller



The cover letter and Attachments are Proprietary. There is no edited version.

Attachment 1: Dollar amounts of the 24 month retroactive claim.

Attachment 2: Netting Statements for the 24 month retroactive claim period indicating where BellSouth compensated Brandenburg for the ACS traffic via the BellSouth settlement system.