

COMMONWEALTH OF KENTUCKY  
PUBLIC SERVICE COMMISSION

RECEIVED  
FEB 23 2009  
PUBLIC SERVICE  
COMMISSION

IN THE MATTER OF COMPLAINT OF SPRINT  
COMMUNICATIONS COMPANY L.P. AGAINST  
BRANDENBURG TELEPHONE COMPANY FOR  
THE UNLAWFUL IMPOSITION OF ACCESS  
CHARGES

Case No. 2008-00135

**MOTION TO ENFORCE APRIL 15, 2008 ORDER  
TO SATISFY OR ANSWER**

Sprint Communications Company L.P. (“Sprint”), by counsel, moves for enforcement of paragraph 2 of the Kentucky Public Service Commission’s (“Commission”) April 15, 2008 Order to Satisfy or Answer (“Order”) prohibiting Brandenburg Telephone Company (“Brandenburg Telephone”) from terminating services subject to the dispute in the above-caption matter while the matter is pending.

In support of its motion, Sprint states:

1. By Disconnect Notice dated February 17, 2009, a copy of which is attached to this Motion, Brandenburg informed Sprint that it intends to terminate switched access services to Sprint effective March 19, 2009 for services rendered to Sprint and billed pursuant to invoices which are subject to the instant dispute.

2. By letter dated February 17, 2009, a copy of which is attached, counsel for Brandenburg Telephone notified the Commission of its intent to “cease providing switched access services to Sprint effective on March 19, 2009, absent Sprint’s payment of all undisputed, unpaid balances prior to that date.” Brandenburg’s counsel notes that Brandenburg has issued a disconnection notice to Sprint and represents that the notice “has been provided in compliance with all applicable provisions of the Kentucky Administrative Regulations, as well as the applicable tariffs.”

3. Brandenburg's letter fails to point out that this Commission has expressly ordered, pursuant to 807 KAR 5:006, Section 11, that "**Brandenburg shall not terminate services to the complainant which are the subject of this dispute during the pendency of this matter.**"<sup>1</sup> [Emphasis added] The switched access services Brandenburg intends to terminate are precisely the services which are the subject of this dispute, and the dispute is still pending.<sup>2</sup> Therefore, Brandenburg's threatened disconnection is in direct violation of this Commission's Order and in contravention of this Commission's authority.

4. It should be noted that the amounts set forth in the Disconnect Notice that Brandenburg claims are undisputed, a claim which Sprint vehemently denies, do not match amounts that Brandenburg claimed were undisputed as set forth in the Emergency Motion for Payment of Access Charges filed by Brandenburg on February 2, 2009 ("Emergency Motion"). The amounts claimed to be owed now are less than those claimed previously. Brandenburg fails to explain this difference. In the Emergency Motion Brandenburg claimed \$370,976<sup>3</sup> and now Brandenburg only claims \$357,190.<sup>4</sup>

WHEREFORE, Sprint respectfully requests that the Commission issue an order enforcing paragraph 2 of its April 15, 2008 Order prohibiting Brandenburg from carrying out its threatened termination of services during the pendency of this dispute.

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<sup>1</sup> Order to Satisfy or Answer, April 15, 2008, para. 2.

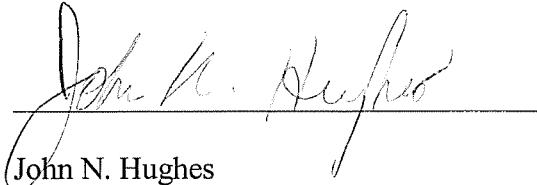
<sup>2</sup> As noted in Sprint's February 12, 2009 Response to Brandenburg's Emergency Motion to Compel Payment of Access Charges, Sprint has paid all undisputed amounts as well as most of the disputed amounts associated with this complaint proceeding. Brandenburg's Emergency Motion itself remains pending.

<sup>3</sup> Emergency Motion page 1.

<sup>4</sup> Disconnect Notice page 2 and attachment.

Submitted this 23<sup>th</sup> day of February, 2009.

SPRINT COMMUNICATIONS COMPANY L. P.

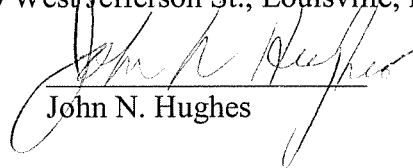
A handwritten signature in cursive script, reading "John N. Hughes", is written over a horizontal line.

John N. Hughes  
Attorney at Law  
124 West Todd Street  
Frankfort, Kentucky 40601  
(502) 227-7270 (o)  
(502) 875-7059 (fax)

Attorney for Sprint

Certificate of Service:

I certify that a copy of this Motion was mailed to John Selent and Edward Depp,  
Dinsmore & Shohl, 1400 PNC Plaza, 500 West Jefferson St., Louisville, KY 40202 the  
23<sup>rd</sup> day of February, 2009.

A handwritten signature in cursive script, reading "John N. Hughes", is written over a horizontal line.

John N. Hughes

**BRANDENBURG TELEPHONE COMPANY**

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

**DISCONNECT NOTICE**

VIA OVERNIGHT UNITED STATES CERTIFIED MAIL

February 17, 2009

Sprint Nextel  
12150 Monument Drive  
Suite 700  
Fairfax, VA 22033

Sprint Communications Co., L.P.  
6500 Sprint Parkway  
Overland Park, KS 66251

Sprint Communications Co., L.P.  
6200 Sprint Parkway  
Overland Park, KS 66251

julie.a.walker@sprint.com

**INVOICE NOS.: 003331-07320 , 003331-07350, 003331-08016, 003331-0847, 003331-08076, 003331-08107, 003331-08137, 003331-08168, 003331-08198, 003331-08229, 003331-08260, 003331-08290, 003331-08321, 003331-08351, and 003331-09016**

Dear Ms. Walker and Sprint Account Representative:

The purpose of this letter is to inform you that Brandenburg Telephone Company ("Brandenburg") intends to terminate service to Sprint effective March 19, 2009 for failure to pay switched access charges properly billed in accordance with the methodologies established in NECA Tariff No. 5 and the Duo County Access Service Tariff.

Pursuant to State and/or Federal Tariffs applicable to the provision of access services by Brandenburg to your company, this letter is to notify you that your account is now delinquent and must be paid in full by the due date in this letter to avoid termination of service. A summary of past due amounts is included in the attachment to this letter.

**Failure to pay all amounts owed in full on or before March 19, 2009 will result in service disconnection effective March 19, 2009.**


**Amounts owed for undisputed, unpaid balances total \$357,190.**

In the event service is terminated for non-payment per this notice, additional charges including service re-establishment charges in addition to the payment of all pending charges will be required. Brandenburg may also require the payment of a deposit or other guarantee of payment as an ongoing condition of service.

Payment should be made to:          Brandenburg Telephone Company  
P.O. Box 599  
Brandenburg, KY 40108

The termination date of March 19, 2009 will not be affected by receipt of any subsequent bill from Brandenburg. You have the right to dispute the reasons for termination. Please call Holly Mattingly at 270-422-2121 or email her at [hmattingly@bbtel.com](mailto:hmattingly@bbtel.com) regarding payments on your delinquent account.

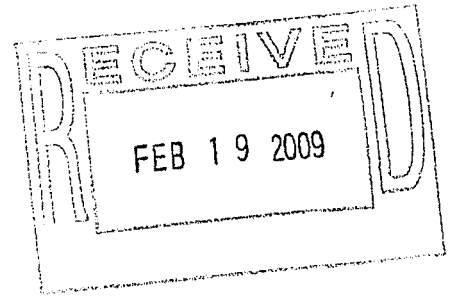
Sincerely,



Randall Bradley  
Controller

**Dinsmore & Shohl** LLP  
ATTORNEYS

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



February 17, 2009

**VIA FEDERAL EXPRESS**

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

***Re: In the Matter of Complaint of Sprint Communications Company L.P. Against  
Brandenburg Telephone Company for the Unlawful Imposition of Access  
Charges; Case No. 2008-00135.***

Dear Mr. Derouen:

The purpose of this letter is to notify the Public Service Commission of the Commonwealth of Kentucky that Brandenburg Telephone Company ("Brandenburg Telephone") has notified Sprint Nextel and Sprint Communications Co., L.P. (collectively, "Sprint") that Brandenburg Telephone will cease providing switched access services to Sprint, effective on March 19, 2009, absent Sprint's payment of all undisputed, unpaid balances prior to that date. Brandenburg Telephone's disconnection notice to Sprint has been provided in compliance with all applicable provisions of the Kentucky Administrative Regulations, as well as the applicable tariffs.

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

Very truly yours,

DINSMORE & SHOHL LLP

  
John E. Selent

JES/lb

cc: John N. Hughes, Esq.  
William R. Atkinson, Esq.