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VIA HAND DELIVERY

Filed Electronically in the Docket Office on 05/31/06 @ 1:50pm

Hon. Ron Jones, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238


In Re: *Petition of MCImetro Access Transmission Services, LLC for Arbitration of Certain Terms And Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*
Docket No. 05-00231

Dear Chairman Jones:

Enclosed are the original and four paper copies of the Rebuttal Testimony of Pamela A. Tipton on behalf of BellSouth. Ms. Tipton's Exhibit contains proprietary information and is being submitted under separate cover.

A copy is being provided to counsel of record.

Cordially,



Joelle Phillips

JP:ch

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **REBUTTAL TESTIMONY OF PAM TIPTON**
3 **BEFORE THE TENNESSEE REGULATORY AUTHORITY**
4 **DOCKET NO. 05-00231**
5 **MAY 31, 2006**

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR
9 BUSINESS ADDRESS.

10
11 A. My name is Pam Tipton. I am employed by BellSouth
12 Telecommunications, Inc., as a Director, Regulatory and External
13 Affairs, responsible for regulatory policy implementation in BellSouth's
14 nine-state region. My business address is 675 West Peachtree Street,
15 Atlanta, Georgia 30375.

16
17 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS
18 PROCEEDING?

19
20 A. Yes. I filed direct testimony on March 27, 2006.

21
22 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

23
24 A. My Rebuttal Testimony responds to portions of the Direct Testimony
25 filed on March 27, 2006 by Don Price on behalf of MCImetro Access

1 Transmission Services, LLC d/b/a Verizon Access Transmission
2 Services ("Verizon Access") with respect to four remaining issues in this
3 arbitration (Issues 12, 21, 26, and 34).¹
4

5 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?
6

7 A. Yes. As noted above, my rebuttal testimony addresses issue 21,
8 among others. Direct testimony on behalf of BellSouth for issue 21 was
9 previously provided by witness Decker. I will be adopting her direct
10 testimony and providing rebuttal testimony for that issue.
11

12 ***Issue 12: Should Verizon Access Be Required To Indemnify BellSouth***
13 ***For BellSouth's Negligence for Claims by Third Parties who are not***
14 ***Verizon Access Customers in Conjunction With BellSouth's Provision Of***
15 ***PBX Locate Service to Verizon Access?***
16

17 Q. VERIZON ACCESS ASSERTS THAT BELL SOUTH'S PROPOSED
18 INDEMNIFICATION LANGUAGE "GOES FAR BEYOND VERIZON
19 ACCESS' RELATIONSHIP WITH ITS OWN CUSTOMERS." (PRICE
20 DIRECT TESTIMONY AT 5). DO YOU AGREE?
21

22 A. No. As I explained in my direct testimony, in connection with providing
23 911 service, Verizon Access has language in its Tennessee tariffs that
24 relieves Verizon Access from **any** responsibility, "...for any losses,
25 claims, demands, suits, or any liability whatsoever", and specifically

¹ Since the filing of my direct testimony, the parties have resolved Issues 22, 32, and 33.

1 limits Verizon Access' liability, "...asserted by the Customer or by **any**
2 **other party or person...**" (emphasis added). Thus, if Verizon Access
3 sincerely believes that BellSouth's indemnification language is
4 overbroad, then it must believe that its own limitation of liability
5 language is equally overbroad.

6
7 Q. VERIZON ACCESS ASSERTS THAT, BECAUSE THE PARTIES
8 HAVE ALREADY AGREED TO GENERAL INDEMNIFICATION
9 LANGUAGE IN THE GENERAL TERMS AND CONDITIONS OF THE
10 INTERCONNECTION AGREEMENT "FOR ALL OTHER SERVICES",
11 THERE IS NO NEED FOR INDEMNIFICATION LANGUAGE
12 ASSOCIATED WITH THE PROVISION OF 911 PBX LOCATE
13 SERVICE (PRICE DIRECT AT 6). DO YOU AGREE?

14
15 A. No. As I discuss above, Verizon Access singles out liability and
16 indemnification specifically associated with 911 services in its own
17 tariffs. In short, BellSouth's language simply places Verizon Access in
18 the same position when buying PBX Locate service as BellSouth's own
19 customers when they buy the retail equivalent (PinPoint Service) from
20 BellSouth's Tennessee tariffs.

21
22 Q. AS SUPPORT FOR HIS TESTIMONY, WITNESS PRICE SEEKS TO
23 OFFER A DISTINCTION THAT BELL SOUTH IS BETTER ABLE TO
24 CONTROL THE ACTIONS OF ITS CUSTOMERS WITH RESPECT TO
25 THE ACTIONS OF THIRD PARTIES THAN IS VERIZON ACCESS.

1 (DIRECT TESTIMONY AT 6) DO YOU AGREE WITH HIS
2 DISTINCTION?

3

4 A. No. As a practical matter, BellSouth is in no better position to impact
5 the behavior of its customers and third parties than is Verizon Access.
6 This argument is a "red herring" and has no impact on whether parties
7 should be indemnified for alleged harm to third parties with respect to
8 911 services.

9

10 ***Issue 21: For intraLATA toll traffic originated by an ICO, carried over***
11 ***BellSouth's network and then terminated by Verizon Access: A) what***
12 ***rate is Verizon Access entitled to charge BellSouth, if at all, and B) what***
13 ***records should be used to bill BellSouth?***

14

15 Q. DO YOU AGREE WITH MR. PRICE'S STATEMENT ON PAGE 10 OF
16 HIS DIRECT TESTIMONY THAT "WHEN VERIZON ACCESS
17 TERMINATES INTRALATA TOLL TRAFFIC, IT IS ENTITLED TO BILL
18 FOR TERMINATING ACCESS FOR THAT TRAFFIC, REGARDLESS
19 OF WHAT CARRIER SENT IT OVER BELL SOUTH'S NETWORK"?

20

21 A. Yes. BellSouth absolutely believes that when Verizon Access
22 terminates an intraLATA toll call, then Verizon Access is entitled to bill
23 for terminating access for that traffic. However, BellSouth believes that
24 the carrier that receives the toll revenue from the originating end user
25 should be responsible for paying the appropriate intercarrier
26 compensation charges to Verizon Access. BellSouth is not opposed to

1 paying Verizon Access terminating switched access rates when
2 BellSouth acts as the intraLATA toll provider for an independent
3 telephone company (ICO) end user and thus receives the toll charges
4 from that end user who makes a **toll** call to a Verizon Access end user.
5 As Ms. Decker stated on page 4 of her direct testimony, when the ICO
6 end user makes a **local** call to a Verizon Access end user -- and such
7 call transits BellSouth's network -- BellSouth should not be required to
8 pay switched access charges to Verizon Access for terminating a **local**
9 call that transits BellSouth's network.

10

11 Q. WHAT DO THE ICOS CHARGE BELLSOUTH WHEN BELLSOUTH
12 CARRIES A TOLL CALL ORIGINATED BY THE ICO AND
13 TERMINATED BY VERIZON ACCESS?

14

15 A. When an ICO end user places an intraLATA **toll** call that is routed over
16 BellSouth's network for termination by Verizon Access, the ICO bills
17 BellSouth originating access only if BellSouth has acted as the toll
18 provider and has received the toll revenue from the ICO's end user. If
19 BellSouth is not the toll provider, i.e., did not receive the toll revenue
20 from the end user, then the ICO should **not** bill BellSouth for originating
21 access. Verizon Access, on the other hand, is proposing that BellSouth
22 should be assessed terminating access charges for a call where
23 Verizon Access has admitted that BellSouth does not act as the toll

1 provider and does not pay originating access charges.

2

3 Q. ON PAGE 10 OF HIS DIRECT TESTIMONY, VERIZON ACCESS
4 WITNESS PRICE ASSERTS THAT BELL SOUTH'S ARRANGMENTS
5 WITH ICOS HAVE NO BEARING ON THIS ISSUE. DO YOU AGREE?

6

7 A. No. In those instances where BellSouth is not serving as the toll
8 provider, Verizon Access is effectively seeking the right to improperly
9 bill BellSouth terminating switched access for completing a *local* call.
10 In such situations, Verizon Access should seek the appropriate
11 terminating intercarrier compensation from the originating carrier, or
12 "cost causer" of the traffic, i.e., the ICO.

13

14 Q. HAS ANY STATE COMMISSION RULED PREVIOUSLY THAT THE
15 TERMINATING COMPETITIVE LOCAL EXCHANGE CARRIER
16 ("CLEC") SHOULD BILL THE ICO FOR ICO-ORIGINATED TRAFFIC
17 WHERE THE ICO IS THE "COST CAUSER"?

18

19 A. Yes. In Docket 16772-U², the Georgia Public Service Commission
20 ruled that,

² *BellSouth Telecommunications Inc. 's Petition for a Declaratory Ruling Regarding Transit Traffic*, Georgia Public Service Commission Docket Number 16772-U, Order on Transit Traffic Involving Competitive Local Exchange Carriers and Independent Telephone Companies, page 8. (March 24, 2005).

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“Because the CLECs are entitled to seek reimbursement of those [terminating] costs from the ICOs on the ICO-originated traffic, the decision to find that the calling party pays is consistent with policy rationale of the *Texacom* orders as well as the traditional principles of holding the cost causer accountable. The principle that the calling party pays would apply as well to instances in which a CLEC provides indirect connection via multiple transit providers.”

Although I am not an attorney, it seems to me that BellSouth’s position is completely consistent with the Georgia Commission’s ruling in Docket No. 16772-U. Accordingly, for ICO originated traffic where the ICO receives revenue from the end user, Verizon Access should look to the ICO for the appropriate terminating compensation. If the traffic is “local” then Verizon Access presumably would charge the ICO for reciprocal compensation and, if the traffic were “intraLATA toll”, and the ICO served as the toll provider, then Verizon Access presumably would charge the ICO the appropriate terminating access charges pursuant to the Verizon Access tariff.

Q. ON PAGES 10-11 OF HIS DIRECT TESTIMONY, DON PRICE ASSERTS THAT VERIZON ACCESS’ TARIFF IS THE SOLE AND EXCLUSIVE AUTHORITY THAT SHOULD BE USED TO DETERMINE WHETHER TRAFFIC TERMINATED BY VERIZON

1 ACCESS SHOULD BE CONSIDERED LOCAL OR TOLL TRAFFIC.
2 DO YOU AGREE?
3

4 A. Absolutely not. As mentioned above, BellSouth acts as the
5 intermediary for both local and intraLATA toll traffic between the ICO
6 and Verizon Access. Essentially, Verizon Access proposes billing
7 BellSouth at its access tariff rates for all traffic originated by an ICO
8 end user and transported by BellSouth, including local traffic,
9 regardless of whether BellSouth is actually the toll provider of such
10 traffic. Instead of such a one-sided and inappropriate result, BellSouth
11 proposes that Verizon Access use a ratio that represents the
12 percentage of total ICO originated, BellSouth transited, and Verizon
13 Access terminated traffic for which BellSouth actually received toll
14 revenue from the ICO. To calculate the ratio, BellSouth would
15 determine the amount of traffic originated by the ICO and terminated to
16 Verizon Access for which the ICO remitted toll revenues to BellSouth.
17 Then BellSouth would divide that amount of traffic by the total number
18 of minutes originated by the ICO and terminated to Verizon Access.
19 The resulting ratio would represent the percentage of traffic for which
20 BellSouth would owe switched access charges to Verizon Access. For
21 the remaining traffic for which BellSouth was not the toll provider,
22 Verizon Access should seek compensation from the ICO.

23

1 Q. ON PAGE 11 OF HIS DIRECT TESTIMONY, VERIZON ACCESS
2 WITNESS PRICE CLAIMS THAT BELL SOUTH IS ATTEMPTING TO
3 CIRCUMVENT VERIZON ACCESS' TARIFF. DO YOU AGREE?
4

5 A. No. BellSouth's position is simple and straightforward – Verizon
6 Access should only be permitted to charge BellSouth terminating
7 switched access rates when BellSouth is actually delivering access
8 traffic to Verizon Access. For the remaining traffic for which BellSouth
9 was not the toll provider, and is simply transiting local traffic, Verizon
10 Access should seek compensation from the ICO.
11
12

13 ***Issue 26: Is BellSouth Obligated To Act As A Transit Carrier? If So,***
14 ***What Is The Appropriate Transit Rate?***
15

16 Q. VERIZON ACCESS ASSERTS THAT, "THE RATE LEVEL FOR THE
17 TRANSIT FUNCTION IS THE SOLE REMAINING DISPUTE ON THIS
18 ISSUE." (PRICE AT 27) DO YOU AGREE?
19

20 A. Yes. In resolving this "rate" issue, it is important for the Authority to
21 recognize that the parties agree that the transit function (or transit
22 service) is not a Section 251 obligation and should not be priced at
23 TELRIC. Despite such agreement, Verizon Access is asking the
24 Authority to require BellSouth to provide its transit service at TELRIC-
25 based rates.
26

1 Q. ON PAGE 28, WITNESS PRICE CHARACTERIZES BELL SOUTH'S
2 POSITION ON ITS PROPOSED RATE LEVEL AS, "...THAT A
3 MARKET BASED RATE IS APPROPRIATE AND IT (BELL SOUTH)
4 NEED NOT PROVIDE JUSTIFICATION FOR ITS PROPOSED RATE."
5 DO YOU AGREE WITH HIS CHARACTERIZATION?

6
7 A. No. Despite agreeing that the transit rate should not be priced at
8 TELRIC, Verizon Access asserts that BellSouth must show additional
9 justification for its proposed transit rate.³ It remains BellSouth's position
10 that the transit rate should be "market based." Indeed, BellSouth's
11 proposed transit rate (a composite rate of \$0.0025 per minute of use) **is**
12 ***lower than the transit rate that Verizon charges many carriers***⁴.
13 For example, during the North Carolina hearing in this arbitration, the
14 evidence demonstrated that the Tandem Transit Service Charge that
15 Verizon Access charges Global Naps under the parties' North Carolina
16 Interconnection Agreement is \$0.0031245 per minute of use, plus a 5%
17 billing fee, plus switched access charges. My research indicates that
18 Verizon Access charges U.S. LEC essentially the same transit rate
19 (\$0.003125 per minute of use, plus the other additives) under the

³ BellSouth acknowledges that in Docket No. 04-00046 that the TRA has ruled that BellSouth must provide its tandem intermediary charge ("TIC") at TELRIC. No written order has been issued, however, and BellSouth reserves its rights to appeal the TRA's ruling.

⁴ See Verizon Access North Carolina and Global Naps Interconnection Agreement, Verizon Access North Carolina and U.S. LEC Interconnection Agreement, and Verizon Florida and NavTel Interconnection Agreement, Appendix A to the Pricing Attachment, at I.

1 parties' North Carolina Interconnection Agreement. That said, and as
2 discussed in my direct testimony, BellSouth's transit rate allows
3 BellSouth to recognize the value of transit service and to recover costs
4 that are not otherwise recovered when it provides transit service.
5 Specifically, my direct testimony describes the value-added functions
6 that transit service provides to CLECs and discusses additional costs
7 that BellSouth incurs directly as a result of providing the transit function.
8 Further, an artificially low transit service rate would completely
9 discourage the development of direct connections between competitive
10 carriers, wireless carriers, and ICOs, even when transit traffic volumes
11 warrant direct connection facilities. Moreover, since the transit function
12 is not a 251 obligation, there is no impetus for the Authority to establish
13 a rate based on the FCC's TELRIC pricing standards. The rate
14 proposed by BellSouth is consistent with rates established by other
15 carriers performing the transit function and, thus, is reasonable.

16
17 Q. PLEASE EXPLAIN BELL SOUTH'S LATEST TRANSIT RATE OFFER
18 IN THIS ARBITRATION.

19
20 A. The latest offer from BellSouth, outside of settlement negotiations
21 consists of a compromise, composite rate of \$0.0025 per transit minute
22 of use. BellSouth and Verizon Access have continued their
23 negotiations in an attempt to reach resolution of a transit rate.

1 Q. IN FOOTNOTE 10 TO HIS TESTIMONY, WITNESS PRICE
2 STATES..."THE TANDEM INTERMEDIARY CHARGE" PROPOSED
3 BY BELL SOUTH IS A PER-MINUTE RATE OF \$0.0025. THE
4 LANGUAGE INSERTED IN THE RATE SHEET BY BELL SOUTH
5 STATES THAT "[T]HIS CHARGE IS APPLICABLE ONLY TO TRANSIT
6 TRAFFIC AND IS APPLIED IN ADDITION TO APPLICABLE
7 SWITCHING AND/OR INTERCONNECTION CHARGES." IS
8 WITNESS PRICE CORRECT?
9

10 A. No. Witness Price references the rate sheet filed with the arbitration
11 petition. Since Mr. Price has not participated in negotiations between
12 the parties, his information is outdated and incorrect. The rate
13 contained in BellSouth's proposal to Verizon Access is a COMPOSITE
14 rate of \$0.0025 which includes elements of per-minute and per-mile
15 transit elements as well as an incremental amount to account for the
16 value-added functions.
17

18 Q. IN HIS TESTIMONY, WITNESS PRICE DEVOTES A GREAT DEAL OF
19 EFFORT TO POINT OUT TO THE AUTHORITY THAT BELL SOUTH
20 HAS HISTORICALLY BEEN IN THE BEST POSITION TO PROVIDE
21 THE TRANSIT SERVICE TO OTHER CARRIERS. DO YOU AGREE
22 WITH MR. PRICE'S TESTIMONY AND HYPOTHETICAL BEGINNING
23 ON PAGE 26?
24

25 A. No. While BellSouth has historically been a significant provider of local

1 exchange services in Tennessee, Mr. Price's hypothetical misses the
2 point. It is clear from my direct testimony that carriers are not obligated
3 to use BellSouth as a transit provider, regardless of size. And while
4 Mr. Price's hypothetical uses two small carriers as illustration, there are
5 also large carriers that elect to use BellSouth as a transit provider.
6 Additionally, carriers in general have other alternatives for transit traffic,
7 including the establishment of their own facilities as the volume of traffic
8 dictates.

9
10 Q. WHAT CONCLUSION DO YOU DRAW FROM MR. PRICE'S
11 HYPOTHETICAL?

12
13 A. It seems to me that Mr. Price clearly demonstrates, through his
14 hypothetical, that the traffic at issue, i.e., the actual amount of transit
15 traffic from Carrier "A" to Carrier "B", is very small in relation to the total
16 amount of traffic originated and terminated by the two small carriers. It
17 is ironic, then, that Mr. Price's testimony reveals that the impact of the
18 rates charged by BellSouth for transit traffic is relatively small when
19 considering the proportion of the transit minutes to total minutes for the
20 two carriers.

21
22 Q. WHAT SHOULD THE AUTHORITY DO?

23
24 A. The Authority should encourage the parties to resolve the issue or, if
25 the Authority believes it must decide the issue, then it should rule that

1 BellSouth's rate is reasonable. Of course, BellSouth would agree to
2 "settle" for the rate Verizon Access offers its own customers, i.e.,
3 \$0.003 plus the other additives discussed above.

4
5

6 **Issue 34: What Process Should be Used for the Discontinuing**
7 **of Service?**

8

9 Q. ON PAGE 32 OF MR. PRICE'S TESTIMONY, HE ALLEGES THAT
10 BELL SOUTH'S PROPOSED LANGUAGE REPRESENTS, "...A
11 COMPLETELY UNJUSTIFIED, DRACONIAN SOLUTION..." HOW DO
12 YOU RESPOND?

13

14 A. As an initial matter, BellSouth is not proposing a change to existing
15 practices that are currently in effect today with respect to billing and
16 collections for services it sells to Verizon Access. The fact is that
17 BellSouth must protect itself against non-payment of accounts for
18 providing service. For example, at the time the currently-expired
19 Interconnection Agreement between BellSouth and Verizon Access
20 (MCI) was being negotiated, it is unlikely that anyone would have
21 imagined that MCI would be filing for bankruptcy protection before the
22 expiration of that agreement, resulting in default of millions of dollars to
23 its creditors. Further, it is surprising that Mr. Price could consider
24 BellSouth's proposed language "Draconian", as BellSouth has learned
25 that BellSouth's proposed suspension and termination rights **are no**
26 **different than Verizon's suspension and termination rights with**

1 **other carriers.** (Verizon South/Global Naps North Carolina
2 Interconnection Agreement).

3

4 Q. WHAT REMAINS IN DISPUTE FOR THIS ISSUE?

5

6 A. The remaining dispute relating to this issue is whether BellSouth may
7 disconnect service to Verizon Access, the entity, for non-payment of a
8 specific account in BellSouth's region or for a limited geographical area,
9 but not on an account-by-account basis.

10

11 Q. WHAT IS VERIZON ACCESS' POSITION ON ISSUE 34?

12

13 A. Witness Price, on page 31, testifies that BellSouth should not be
14 allowed to suspend, discontinue, or terminate all of Verizon Access'
15 services for nonpayment of an undisputed bill in the event that Verizon
16 Access does not pay an invoice on time. Further, Verizon Access'
17 position in the *Joint Issues Matrix filed March 3, 2006* indicates that
18 Verizon Access fears BellSouth may disconnect all of Verizon Access'
19 services region-wide "...for nonpayment of an undisputed bill for any
20 service in any state, regardless of the size of the bill." Importantly,
21 Verizon Access offers no examples to support their hypothetical fears
22 regarding suspension or termination of service. Then again, without
23 providing any examples, Witness Price further claims that BellSouth's
24 proposed language would change existing billing and collection
25 practices that currently exist between the parties. This is simply untrue.

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Q. IS VERIZON ACCESS' POSITION THAT BELL SOUTH SHOULD SUSPEND OR DISCONNECT VERIZON ACCESS SERVICE FOR NON-PAYMENT ON AN ACCOUNT-BY-ACCOUNT BASIS, RATHER THAN TO SUSPEND OR DISCONNECT ALL VERIZON ACCESS SERVICES, A REALISTIC PROPOSAL?

A. Not at all. First, Verizon Access offers no definition for the term "accounts" for purposes of suspension or disconnection of service. An undefined term such as "account", in and of itself, could lead to gaming by Verizon Access (or a CLEC who adopted Verizon Access' interconnection agreement). That being said, if the term "account" was defined to encompass each separate billing account number ("BAN") or billing telephone number ("BTN"), there are literally thousands of such BANs and BTNs in Tennessee alone. To administer a program to suspend or disconnect accounts for non-payment, individually, would be excessively burdensome. Further, a process for suspending and disconnecting separate accounts for non-payment would certainly invite gaming by allowing Verizon Access to shift payments and credits among various accounts, thus avoiding disconnection while the level of debt owed BellSouth steadily increases. In general, business relationships are such that nonpayment of an undisputed portion of a bill or invoice will result in disconnection of the entire account. More importantly, should Verizon Access be in default of only a portion of its total liability, BellSouth should be able to limit its exposure to additional

1 and subsequent nonpayment through its suspension and disconnect
2 processes.

3

4 Q. NOTWITHSTANDING VERIZON ACCESS' FEARS, IS IT LIKELY, AS
5 A PRACTICAL MATTER, THAT BELL SOUTH WOULD DISCONNECT
6 ALL OF VERIZON ACCESS' SERVICES FOR A MINOR AMOUNT, OR
7 FOR NONPAYMENT OF AN ACCOUNT THAT WENT UNNOTICED?

8

9 A. No, it is highly unlikely that such an event would occur, largely because
10 representatives of BellSouth and Verizon Access are in frequent
11 communication, often daily communication, about the status of billing
12 invoices and payments.

13

14 Q. DO YOU HAVE ANY VERIZON ACCESS-SPECIFIC EVIDENCE TO
15 ESTABLISH THAT VERIZON ACCESS AND BELL SOUTH ARE IN
16 CONSTANT COMMUNICATION REGARDING BILLINGS?

17

18 A. Yes. Attached to this rebuttal testimony as Exhibit PAT-3 are copies of
19 28 separate e-mails and other recent correspondence between
20 BellSouth's service reps and Verizon Access' representatives that were
21 exchanged between August 15, 2005 and October 28, 2005. These are
22 in addition to the numerous phone calls exchanged between the parties'
23 billing representatives. That span of time includes 55 business days,
24 meaning that, on average, there is at least one communication between
25 BellSouth and Verizon Access every other day. As represented by the

1 content of the attached communications, it is clear that BellSouth and
2 Verizon Access frequently exchange information and inquiries about a
3 wide range of billing issues. Particular to this arbitration issue, a
4 number of the attached communications reference outstanding
5 invoices, adjustments, misapplied payments, and general information
6 about specific bills. It is obvious from this recent group of e-mails and
7 correspondence alone, that Verizon Access' fears about an invoice
8 being lost or forgotten, resulting in discontinuance of service by
9 BellSouth, are unfounded.

10

11 Q. PLEASE RESPOND TO WITNESS PRICE'S ALLEGATION ON PAGE
12 31 OF HIS TESTIMONY THAT BELL SOUTH IS ATTEMPTING TO
13 ALTER ESTABLISHED BILLING AND COLLECTION PRACTICES IN
14 THIS ARBITRATION.

15

16 A. Mr. Price is incorrect. Today, if the entity Verizon Access is in default
17 on a portion of billing for services provided by BellSouth, whether for
18 specific services or in a limited geographical area, such as a state,
19 BellSouth will initiate suspension or disconnection procedures that will
20 apply to Verizon Access at an Access Customer Name Abbreviation
21 ("ACNA") level. For example, should Verizon Access default on a
22 portion of its billing in Tennessee that BellSouth bills to the Verizon
23 Access ACNA, "WUA" (MCI metro Access Transmission Services),
24 BellSouth will proceed with suspension of all services, region-wide, that
25 are billed via the ACNA, "WUA". Such action will not result in

1 suspension or disconnection of billing to other Verizon Access ACNA
2 codes. BellSouth is not proposing any different treatment of past due
3 accounts and, thus, is not attempting to change established billing and
4 collection practices.

5

6 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

7

8 A. Yes.

9

10 DM #635183

CERTIFICATE OF SERVICE

I hereby certify that on May 31, 2006, a copy of the foregoing document was served on the following, via the method indicated:


- ☒ Hand
- ☐ Mail
- ☐ Facsimile
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- ☒ Electronic

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- ☐ Electronic

A handwritten signature in black ink, appearing to read "James L. Murphy III", written over a horizontal line.