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September 25, 2007

COMMISSION
CLERK

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RECEIVED - FPSC

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 050863-TP: dPi Teleconnect, L.L.C. v. BellSouth Telecommunications, Inc.

Dear Ms. Cole:

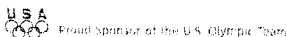
Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Supplemental Rebuttal Testimony of Pam Tipton, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver

| | | | |
|-----|----------|-----|------------------------|
| CMP | <u>2</u> | cc: | All parties of record |
| COM | <u>5</u> | | Chris Malish |
| CTR | <u>1</u> | | Jerry Hendrix |
| ECR | _____ | | James Meza III |
| GCL | <u>2</u> | | E. Earl Edenfield, Jr. |
| OPC | _____ | | |
| RCA | _____ | | |
| SCR | _____ | | |
| SGA | _____ | | |
| SEC | _____ | | |
| OTH | _____ | | |



DOCUMENT NUMBER-DATE

08795 SEP 25 07

FPSC-COMMISSION CLERK

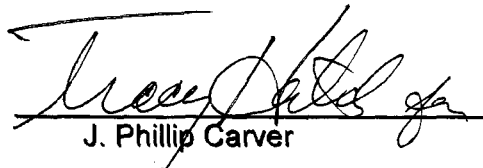
**CERTIFICATE OF SERVICE
DOCKET NO. 050863-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and Federal Express this 25th day of September, 2007 to the following:

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J. Phillip Carver

(+) Signed Protective Agreement

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AT&T FLORIDA
SUPPLEMENTAL REBUTTAL TESTIMONY OF PAM TIPTON
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 050863-TP
SEPTEMBER 25, 2007

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. Yes, I filed Direct Testimony on July 23, 2007 and Rebuttal Testimony on August 20, 2007.

Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL REBUTTAL TO THE TESTIMONIES OF DPI'S WITNESSES?

A. My Supplemental Rebuttal Testimony responds to portions of the Amended Direct Testimony and Amended Rebuttal Testimony of Brian Bolinger and the Amended Rebuttal Testimony of Steve Watson, filed on September 14, 2007, on behalf of dPi Teleconnect, L.L.C. ("dPi").

Q. IN GENERAL, WHAT DO YOU ADDRESS?

A. In previous rebuttal testimony, Mr. Bolinger and Mr. Watson said that they would amend their respective testimonies to include the amounts at issue and the reasons for the denials. They have now done so.

1 However, they also each filed additional testimony on other matters.
2 My testimony is to address these other, newly introduced areas.

3

4 Q. DID MR. BOLINGER ADD ANYTHING IN HIS AMENDED DIRECT
5 TESTIMONY TO WHICH YOU WISH TO RESPOND?

6

7 A. Yes. The changes Mr. Bolinger made to his direct testimony primarily
8 consisted of adding two exhibits, (dPi FL-2 and FL-5), both of which
9 were in dPi's possession prior to the filing of its direct testimony on July
10 23, 2007. Specifically, Mr. Bolinger testified in his prior testimony that
11 "on numerous occasions over this period, BellSouth's employees
12 promised me that these payments would be forthcoming" (amended
13 direct testimony, page 3, lines 17-18). In his latest testimony, Mr.
14 Bolinger added "See dPi's Exhibit FL-5, copies of email
15 communications between the parties on this subject." However, these
16 emails do not support Mr. Bolinger's claim. Specifically, there is no
17 email in which AT&T says that it will credit *all* of dPi's credit requests.
18 In fact, the emails in Exhibit FL-5 support my prior testimony that Lost
19 Key had submitted thousands of promotional credit requests and it was
20 taking AT&T Florida an extended period of time to validate all of the
21 submitted promotional credit requests. The exhibit shows that AT&T
22 Florida was in contact with Lost Key in October 2004, February 2005
23 and April 2005 and that AT&T Florida had specifically told Lost Key that
24 it would take time to process the volume of requests Lost Key had
25 submitted. No where in the exhibit does it show that AT&T Florida told

1 Lost Key or dPi that it would be crediting all of dPi's promotional credit
2 requests.

3

4 Q. ARE MR. BOLINGER'S (ON PAGES 3, LINE 24 THROUGH PAGE 4,
5 LINE 5) AND MR. WATSON'S (ON PAGE 7, LINES 9-16))
6 DESCRIPTIONS OF LOST KEY'S INVOLVEMENT IN DEVELOPING
7 AT&T'S APPROVAL PROCESS ACCURATE?

8

9 A. No. dPi played no role in developing AT&T's approval process. Also,
10 at no time did Lost Key submit *test batches* of promotional credit
11 requests that were approved. In fact, there were never any test
12 batches sent by Lost Key. The only thing that Lost Key asked AT&T to
13 review was the format of how it intended to submit promotional credit
14 requests. It was this form that AT&T evaluated and agreed would
15 satisfy the submission process. Lost Key then simply submitted
16 thousands of promotion credit requests within a 60-day period and
17 inundated AT&T with these requests. Never during this time frame did
18 Lost Key submit "small batches" of requests to AT&T in order to
19 determine if the orders qualified for the LCCW (or any other) promotion.

20

21 Q. HOW DO YOU RESPOND TO MR. BOLINGER'S (PAGE 4 LINES 4-5)
22 AND MR. WATSON'S (PAGE 7, LINES 9-16) CONTENTIONS IN
23 THEIR RESPECTIVE AMENDED REBUTTAL TESTIMONIES THAT
24 OTHER CLECS RECEIVED CREDITS FOR REQUESTS LIKE THOSE
25 SUBMITTED BY DPI?

1 A. Mr. Bolinger and Mr. Watson both argue, in effect, that because one
2 CLEC received invalid credits that it was not entitled to that dPi should
3 also receive credits for similar invalid requests. It's similar to a person
4 standing in line at a soft drink machine, who watches another person
5 put a dollar in the machine, then get his drink plus \$100.00 in quarters
6 as change. It would be ridiculous for the person waiting his turn to
7 argue that he, too, is entitled to \$100.00, but this is analogous to dPi's
8 position. When dPi submitted valid requests, those credit requests
9 were paid. dPi has no entitlement to a windfall, just because some
10 other CLEC may have had credit requests paid before AT&T
11 discovered that they were invalid.

12

13 The fact is that most of dPi's promotional credit requests do not qualify
14 for the promotion at issue and AT&T has the right to deny such
15 requests. dPi has submitted invalid requests and should pay AT&T the
16 outstanding balances that it owes. dPi's "unfairness" argument has no
17 merit.

18

19 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL REBUTTAL
20 TESTIMONY?

21

22 A. Yes.

23