



CenturyLink™

August 9, 2012

VIA HAND DELIVERY

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

RECEIVED - FPSC
12 AUG - 9 PM 12: 28
COMMISSION
CLERK

Re: Docket No. 090538-TP - AMENDED COMPLAINT OF QWEST COMMUNICATIONS COMPANY, LLC AGAINST MCIMETRO ACCESS TRANSMISSION SERVICES (D/B/A VERIZON ACCESS TRANSMISSION SERVICES); TW TELECOM OF FLORIDA, L.P.; GRANITE TELECOMMUNICATIONS, LLC; BROADWING COMMUNICATIONS, LLC; BIRCH COMMUNICATIONS, INC.; BUDGET PREPAY, INC.; BULLSEYE TELECOM, INC.; DELTACOM, INC.; ERNEST COMMUNICATIONS, INC.; FLATEL, INC.; NAVIGATOR TELECOMMUNICATIONS, LLC; PAETEC COMMUNICATIONS, INC.; SATURN TELECOMMUNICATIONS SERVICES, INC. D/B/A EARTHLINK BUSINESS; US LEC OF FLORIDA, LLC; WINDSTREAM NUVOX, INC.; AND JOHN DOES 1 THROUGH 50, FOR UNLAWFUL DISCRIMINATION.

Dear Ms. Cole:

Enclosed for filing in the above referenced docket matter is the original and fifteen (15) copies of CenturyLink QCC's Rebuttal Testimony for the following:

1. Derek Canfield (Redacted) 05436-12
2. William R. Easton (Redacted) 05437-12
3. Dennis L. Weisman (Redacted) 05438-12

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same.

Copies are being served upon the parties in this docket pursuant to the attached certificate of service.

Sincerely,

Susan S. Masterton

SUSAN S. MASTERTON
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Enclosures

DOCUMENT NUMBER - DATE

05436 AUG-9

FPSC-COMMISSION CLERK

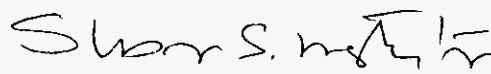
COM 5 (with many copies)
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CLK 1 (testimony only)

**CERTIFICATE OF SERVICE
DOCKET NO. 090538-TP**

I hereby certify that a true and correct copy of the foregoing has been served upon the following by hand delivery* or Overnight Mail on this 9th day of August, 2012.

<p>Florida Public Service Commission *Theresa Tan Office of General Counsel 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 ltan@psc.state.fl.us</p>	<p>Division of Regulatory Analysis *Jessica Miller Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 JEMiller@psc.state.fl.us</p>
<p>Ernest Communications, Inc. 5275 Triangle Parkway, Suite 150 Norcross, GA 30092-6511 lhaag@ernestgroup.com</p>	<p>Broadwing Communications, LLC Greg Diamond c/o Level 3 Communications 1025 Eldorado Blvd. Broomfield, CO 80021-8869 Greg.Diamond@level3.com</p>
<p>BullsEye Telecom, Inc. David Bailey 25925 Telegraph Road, Suite 210 Southfield, MI 48033-2527 dbailey@bullseyetelecom.com</p>	<p>*Broadwing Communications, LLC Rutledge Law Firm Marsha E. Rule 119 South Monroe Street, Suite 202 Tallahassee, FL 32302 marsha@reuphlaw.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>
<p>Granite Telecommunications, LLC 100 Newport Avenue Extension Quincy, MA 02171-1734 rcurrier@granitenet.com</p>	<p>Flatel, Inc. c/o Adriana Solar Executive Center, Suite 100 2300 Palm Beach Lakes Blvd. West Palm Beach, FL 33409-3307 asolar@flatel.net</p>
<p>Navigator Telecommunications, LLC David Stotemyer 8525 Riverwood Park Drive North Little Rock, AR 72113</p>	<p>Paula W. Foley One Communication--Earthlink 5 Wall Street Burlington, MA 01803 pfoley@corp.earthlink.com</p>
<p>Klein Law Group Andrew M. Klein/Allen C. Zoracki 1250 Connecticut Ave. NW, Suite 200 Washington, DC 20036 AKlein@kleinlawPLLC.com azoracki@kleinlawpllc.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>	<p>Budget Prepay, Inc. Alan C. Gold 1501 Sunset Drive 2nd Floor Coral Gables, FL 33143 agold@acgoldlaw.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>

<p>•PaeTec Communications, Inc. John B. Messenger, Vice President and One PaeTec Plaza 600 Willowbrook Office Park Fairport, NY 14450-4233 john.messenger@paetec.com</p>	<p>Windstream NuVox, Inc. Ed Krachmer 4001 Rodney Parham Road MS: 1170-BIFO3-53A Little Rock, AR 7221 2 Edward.Krachmer@windstream.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>
<p>Verizon Access Transmission Services Rebecca A. Edmonston 106 East College Avenue, Suite 710 Tallahassee, FL 32301-7721 rebecca.edmonston@verizon.com</p>	<p>*Gunster, Yoakley & Stewart, P.A. Matthew J. Feil 215 South Monroe Street, Suite 601 Tallahassee, FL 32301 mfeil@gunster.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>
<p>Verizon Florida LLC Dulaney L. O’Roark III 5055 North Point Parkway Alpharetta, GA 30022 de.oroark@verizon.com † <i>Confidential Documents provided in accordance with signed Protective Agreement</i></p>	<p>TW Telecom of Florida L.P. Carolyn Ridley 2078 Quail Run Drive Bowling Green, KY 42104 Carolyn.Ridley@twtelecom.com</p>
<p>Ms. Bettye Willis Windstream 1201 West Peachtree St., Suite 610 Atlanta, GA 30309 bettye.j.willis@windstream.com</p>	



Susan S. Masterton

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF FLORIDA

In re: Amended Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Verizon Access Transmission Services); tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Budget Prepay, Inc.; BullsEye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; Saturn Telecommunications Services, Inc. d/b/a EarthLink Business; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP

REDACTED

REDACTED

REBUTTAL TESTIMONY OF DEREK CANFIELD

ON BEHALF OF

QWEST COMMUNICATIONS COMPANY, LLC

Filed: August 9, 2012

DOCUMENT NUMBER-DATE

05436 AUG-9 2012

FPSC-COMMISSION CLERK

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION.**

2 My name is Derek Canfield. I am employed by TEOCO Corporation (TEOCO) as
3 Executive Director of Usage Audit and Analysis. My business address is 10955
4 Lowell Ave Ste 705, Overland Park, KS, 66210.

5 **Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?**

6 Yes, I did.

7 **II. PURPOSE OF REBUTTAL TESTIMONY**

8 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

9 A. I submit this testimony to briefly respond to the Direct Testimony of Joint CLEC witness
10 Don J. Wood. The respondent CLECs did not provide quantitative analyses in their
11 Direct Testimony. Therefore, I am not in a position to provide rebuttal on the issue of
12 how those CLECs' overcharges of QCC were calculated.

13 **III. REBUTTAL TO TESTIMONY OF DON WOOD**

14 **Q. WHAT PORTION OF MR. WOOD'S TESTIMONY DO YOU SEEK TO REBUT?**

15 A. My rebuttal to Mr. Wood will be fairly limited. At pages 45-46 of his Direct Testimony,
16 Mr. Wood criticizes QCC's methodology for calculating the CLECs' overcharges. He
17 states in part:

18 In response to discovery, however, Qwest has produced a
19 number of "preliminary" damages calculations for some CLECs.
20 Based on my review, these preliminary calculations are puzzling
21 at best, because they do not represent any of the options
22 available to Qwest. It appears that it in its calculations, Qwest
23 has simply calculated the difference between the rates in the

1 CLEC's price list and the rates for switched access service
2 contained in CLEC-IXC contracts.

3 **Q. DOES MR. WOOD APPEAR TO UNDERSTAND QCC'S METHODOLOGY**
4 **FOR CALCULATING THE CLEC OVERCHARGES?**

5 A. He does not. First, and this may have simply been advocacy, but he repeatedly refers to
6 the relief QCC is seeking as "damages." To be clear, QCC is not seeking civil damages,
7 and my testimony does not attempt to calculate civil damages. Instead, as QCC
8 explained in the discovery responses to which Mr. Wood alludes, my testimony provides
9 a *refund* analysis whereby I simply compare the amount QCC *paid* the CLEC for
10 intrastate switched access in Florida to the amount it would have paid the CLEC for the
11 identical services had QCC received the rate treatment enjoyed by those IXCs favored
12 through the CLEC's secret switched access agreements.

13 In addition, Mr. Wood seems to misunderstand how that calculation was performed. Mr.
14 Wood incorrectly states that "Qwest has simply calculated the difference between the
15 rates in the CLEC's price list and the rates for switched access service contained in
16 CLEC-IXC contracts." That is not true. QCC compared the CLEC's *actual billing data*
17 with the contract rates. QCC did not merely look at the CLEC's price list rates; it looked
18 at what the CLEC actually billed QCC. Specifically, using the same minutes at the
19 secret agreement rate, I calculated what QCC would have been charged under the
20 contract. Subtracting that number from what the CLEC actually billed QCC, I calculated
21 the overcharge, and thus the principal amount of the refund owing to QCC.

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1 Q. DOES MR. WOOD MAKE ANY OTHER OBSERVATIONS ABOUT QCC'S
2 CALCULATIONS METHODOLOGY?

3 A. He does. In footnote, page 46, Mr. Wood states (without much explanation) that "[i]n
4 cases where Qwest has its own agreement with a CLEC, the calculation appears to ignore
5 the benefit that Qwest received under such agreement."

6 Q. IS THIS ACCURATE?

7 A. No, at least as I understand what he is saying. As best as I can tell, Mr. Wood is
8 claiming that, to the extent QCC has agreements with CLECs that relate to switched
9 access, QCC is relying only upon the rates from the CLEC price lists and ignoring those
10 agreements in reaching its calculations. That is false.

11 As explained in QCC's discovery responses, in my Direct Testimony and above, QCC's
12 calculations are based on the CLEC's actual billings to QCC. To the extent a respondent
13 CLEC provided QCC [REDACTED]

14 [REDACTED] it is reflected in my calculations. Again, QCC
15 did not (as Mr. Wood seems to suggest) base its overcharge analysis on the CLEC's
16 published rates. It based its analysis on the CLEC's actual billings to QCC.

17 Thus, Mr. Wood is not correct in assuming that QCC ignored the effect of its settlement
18 agreements when calculating the CLECs' overcharges.

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20 A. Yes, it does.

21

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REDACTED