

1 features those features selected by dPi, such as the Touchstar blocks. That is the same being
2 used here in Florida. Seventy five percent of all LCCW promotions (\$58,210 of \$78,947)
3 were denied because AT&T claimed there were not enough features.

4 **Q: So in short, this case is reduced to whether dPi is entitled to promotional credits when**
5 **it orders Basic Service plus Touchstar block features because it has “purchase[d] ...**
6 **BellSouth Basic Service with at least one feature” and thus has “qualif[ied] for a waiver**
7 **of the local service connection fee.”**

8
9 A: Exactly. And there is no getting around the fact that dPi has in fact ordered Basic
10 Service with Touchstar features. If Bellsouth does not wish its promotion to apply to all
11 Touchstar features, it should do like SBC (prior to its merger with Bellsouth), and alter its
12 promotion so that the promotion specifically lists those features that Bellsouth requires to
13 qualify for the promotion.

14 BellSouth does not address this issue in any detail in its testimony. It seems to hinge
15 its position on the fact that the North Carolina Utilities Commission decided that dPi was not
16 entitled to the LCCW credit because the North Carolina Utilities Commission found that
17 BellSouth did not actually provide the credit to its end users with identical orders as dPi's
18 customers. Transcr. Pam Tipton p.17 (July 23, 2007) .

19 Of course, this completely ignores the fact that Bellsouth **did** originally interpret its
20 promotion the as the plain language reads, and as dPi contends it should be interpreted. Lost
21 Key worked with BellSouth in developing the automated system for processing these
22 promotions. Small test batches of orders were sent to BellSouth for evaluation and approval
23 before the larger batches were sent; and BellSouth approved those orders for LCCW credits
24 with POTS plus blocking features. BellSouth allowed CLECs such as Budget Phone to

1 claim this credit under dPi's interpretation originally. It was only after Bellsouth realized
2 that by changing its interpretation of the promotion it could avoid extending the LCCW
3 credit to many CLECs without affecting its own customer base, because of differing natures
4 of the customers bases of BellSouth and dPi. In other words, BellSouth switched its business
5 practices and stopped awarding LCCW promotions to its end users with orders substantially
6 the same as dPi's for the sole reason that more dPi users would be harmed than Bellsouth end
7 users. This business decision of Bellsouth can *in no way* affect whether or not an order
8 qualifies for the promotion.

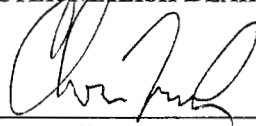
9 The Commission should simply read the text of the LCCW promotion according to
10 its plain meaning – as both Bellsouth and dPi did initially – and compel BellSouth to extend
11 the LCCW promotion pricing to dPi. Going forward, Bellsouth should amend its promotion
12 language to specify those features which will no longer qualify for the promotion if it does
13 not want CLECs such as dPi to qualify for the promotion with basic service plus two blocks.

14 **Q: Does this conclude your testimony?**

15 **A:** Yes – for now. But I reserve the right to supplement or amend it at hearing.

16 Respectfully Submitted,

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