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Ms. Ann Cole  
Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

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

Dear Ms. Cole:

Regarding the above-referenced docket, please find the original and 21 copies each of dPi Teleconnect's rebuttal testimonies of Brian Bolinger and Steve Watson. Please file these testimonies and return a file-marked copy of each to this office; a self-addressed, stamped envelope is enclosed.

Thank you for your courtesy in this matter. If you should have any questions, please do not hesitate to call.

Very truly yours,

*Jennifer L. Washington*  
Jennifer L. Washington, CP  
Paralegal

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- SEC
- OTH

*Bolinger*  
DOCUMENT NUMBER - DATE  
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*Watson*  
DOCUMENT NUMBER - DATE  
07370 AUG 20 05  
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Ms. Ann Cole  
Division of the Commission Clerk and Administrative Services  
August 17, 2007  
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1 excuse is being used here in Florida; however, I must amend my testimony to reflect the  
2 exact percentages in the future because this information was withheld from discovery  
3 produced on August 9, 2007, until a protective agreement was executed. This has been  
4 executed by dPi has not received the proprietary document.

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

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

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

20 Of course, this completely ignores the fact that Bellsouth **did** originally interpret its  
21 promotion the as the plain language reads, and as dPi contends it should be interpreted.  
22 BellSouth allowed CLECs to claim this credit under dPi's interpretation originally. It was  
23 only after Bellsouth realized that by changing its interpretation of the promotion it could  
24 avoid extending the LCCW credit to many CLEC order without affecting its own customer

1 base, because of differing natures of the Bellsouth's, as opposed to dPi's typical customer.

2 In other words, BellSouth switched its business practices and stopped awarding LCCW to  
3 its end users with orders substantially the same as dPi's for the sole reason that more dPi  
4 users would be harmed than Bellsouth end users. This business decision of Bellsouth can  
5 *in no way* effect whether or not an order qualifies for the promotion.

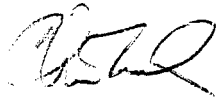
6 The Commission should simply read the text of the LCCW promotion according to  
7 its plain meaning – as both Bellsouth and dPi did initially – and compel BellSouth to extend  
8 the LCCW promotion pricing to dPi or amend its promotion language to specify those  
9 features which will no longer qualify for the promotion.

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

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

12  
13 Respectfully Submitted,

14  
15 **FOSTER MALISH BLAIR & COWAN, LLP**

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