

Exhibit No.: _____
Issue: 1 and 9
Witness: Robert Gyori
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Charter Fiberlink-Missouri, LLC
Case No.: TO-2009-0037
Date Testimony Prepared: October 21, 2008

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**In the Matter of the Petition of Charter Fiberlink-)
Missouri, LLC for Arbitration of an Interconnection) Case No. TO-2009-0037
Agreement Between CenturyTel of Missouri, LLC)
And Charter Fiberlink-Missouri, LLC.)**

**REBUTTAL TESTIMONY OF ROBERT GYORI
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

October 21, 2008

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1 **I. INTRODUCTION**

2
3 **Q. PLEASE IDENTIFY YOURSELF.**

4
5 A. My name is Robert Gyori, Vice President, Systems Engineering & Development
6 at Charter Communications, Inc., and its subsidiary Charter Fiberlink-Missouri,
7 LLC, the petitioner in this case (collectively “Charter”).

8
9 **Q. ARE YOU THE SAME ROBERT GYORI WHO FILED DIRECT**
10 **TESTIMONY ON SEPTEMBER 30, 2008 IN THIS MATTER?**
11

12 A. Yes, I am.

13 **II. PURPOSE AND SUMMARY OF TESTIMONY**

14
15 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

16 A. This testimony responds to the direct testimony of Steven E. Watkins of
17 CenturyTel on Issue Nos. 1 and 9 in this proceeding.

18
19 **III. ISSUE 1:**

20
21 **SHOULD THE PARTIES’ AGREEMENT USE THE DEFINITION OF**
22 **INTERCONNECTED VOIP SERVICE TRAFFIC AS DEFINED, AND CODIFIED**
23 **IN FEDERAL REGULATIONS?**
24

25 **Q. PLEASE SUMMARIZE CHARTER’S POSITION ON THIS ISSUE.**

26
27 A. Charter’s position is that the Agreement should use a definition of
28 “Interconnected VoIP Service” which reflects the traffic that the Parties actually
29 will exchange during the term of the Agreement. Charter has proposed using the
30 Federal Communications Commission’s (“FCC”) definition found at 47 C.F.R. §
31 9.3, because the traffic a Charter subscriber initiates is exactly consistent with the
32 FCC’s rule.

1 **Q. CENTURYTEL’S WITNESS, MR. WATKINS, OFFERS TESTIMONY ON**
2 **THIS ISSUE. WAS THERE ANYTHING IN HIS DIRECT TESTIMONY**
3 **THAT CONTRADICTS YOUR PRIOR TESTIMONY EXPLAINING HOW**
4 **CHARTER PROVISIONS SERVICE OVER ITS OWN NETWORK?**

5
6 A. No. Mr. Watkins offers quite a bit of discussion concerning various FCC
7 decisions, but he did not offer any evidence that Charter does not provision its
8 service over the platform that I described in my direct testimony. Instead, he
9 presents legal arguments in support of their language.

10
11 **Q. MR. WATKINS STATES THAT ITS LANGUAGE IS INTENDED TO**
12 **ADDRESS ALL “IP-RELATED TRAFFIC BETWEEN THE PARTIES”**
13 **(PAGE 4, LINE 16-17). DOES CHARTER ACTUALLY SEND IP**
14 **TRAFFIC TO CENTURYTEL?**

15
16 A. No. The definitional question at issue in this proceeding only goes to the question
17 of how best to describe the traffic that is on Charter’s network. Although the
18 agreement contemplates the potential exchange of VoIP traffic, practically
19 speaking, such traffic is not actually exchanged at this time. Although Charter’s
20 network utilizes Internet Protocol (“IP”) technology for voice traffic on its
21 network, it does not deliver its originating voice traffic to CenturyTel in IP
22 format. Instead, prior to handing off traffic to CenturyTel, Charter converts its
23 voice traffic from IP to TDM (Time Division Multiplexing) standards that are
24 compatible with CenturyTel’s network. Thus, even though the agreement does
25 not require this protocol conversion, Charter nevertheless converts traffic that
26 may be classified as VoIP while on its own network, to TDM standards prior to
27 handing off such traffic to the PSTN. Therefore, the premise of Mr. Watkins’
28 concerns, that the agreement must address all IP-related traffic that could be

1 exchanged “between the parties” is inaccurate. That seems to be the reason that
2 Mr. Watkins confuses other concepts related to traffic exchange with CenturyTel.
3 For example, he also frequently interchanges two different concepts, that of
4 “traffic protocol” and that of “traffic scope” when arguing his point. This
5 confusion seems to be the basis for a significant amount of testimony that, in my
6 view, misses the key question raised by this issue.

7

8 **Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN “TRAFFIC**
9 **PROTOCOL” AND “TRAFFIC SCOPE.”**

10

11 A. Certainly. “Traffic protocol,” as I use the term here, means simply the format in
12 which telecommunications traffic exists. Newton’s Telecom Dictionary defines
13 “Protocol” as “... a specific set of rules, procedures or conventions relating to
14 format and timing of data transmission between two devices. It is a standard
15 procedure that two data devices must accept and use to be able to understand each
16 other.”¹ For example, traditionally telecommunications traffic has existed in a
17 “circuit switched” network, meaning a dedicated pathway is established between
18 the calling and called parties. Once the connection is made, no other caller can
19 use that particular pathway or circuit. How the call is initiated by the end user,
20 and supported by the provider, determines its protocol. “Traffic scope,” as I use
21 the term here, and as I understand Mr. Watkins’ testimony, refers to how a
22 particular call is routed, and is therefore rated. For example, if a call originates in
23 California and terminates in Maine, it is routed across interstate facilities and thus

¹ NEWTON’S TELECOM DICTIONARY 733 (22nd ed. 2006).

1 rated (for pricing purposes) as an interstate, interexchange call. Its “scope” is
2 interstate, interexchange.

3

4 **Q. ARE “TRAFFIC PROTOCOL” AND “TRAFFIC SCOPE” THE SAME**
5 **THING?**

6

7 A. No. Traffic protocol is an engineering concept, while traffic scope is a
8 jurisdictional and pricing concept. Charter witness Mr. Gates provides additional
9 analysis of Mr. Watkins’ reliance on, and proposed use of, these concepts.

10

11

IV. ISSUE 9:

12

13 **SHOULD CHARTER BE REQUIRED TO PAY A PENALTY CHARGE FOR**
14 **FACILITIES THAT IT FORECASTS, BUT WHICH CENTURYTEL**
15 **DETERMINES THAT CHARTER HAS NOT FULLY UTILIZED?**

16

17 **Q. PLEASE SUMMARIZE CHARTER’S POSITION ON THIS ISSUE.**

18 A. As I noted in my direct testimony, Charter does not deploy or purchase facilities
19 with the intent of underutilizing them, and Charter believes that the Parties should
20 work together to understand why facilities are not carrying their expected traffic
21 load. The Agreement contains a disconnection process if Charter truly is not
22 going to use the facilities. I also noted in my direct testimony that, to the best of
23 my knowledge and belief, Charter had never ordered any facilities from
24 CenturyTel that Charter had not used.

25

26 **Q. HAVE YOU CONFIRMED THAT LAST BELIEF?**

27 A. Actually, CenturyTel has confirmed it. As shown in an exhibit to the Rebuttal
28 Testimony of Charter witness Mr. Tim Gates, Schedule TJG-2, in response to a

1 discovery request from Charter (RFI No. 7), CenturyTel conceded that Charter
2 has never even placed a facilities order with CenturyTel, let alone failed to use
3 such facilities. Thus, I believe CenturyTel's fears, expressed in Mr. Watkins'
4 testimony at page 14-19, are completely unfounded. In short, CenturyTel's
5 proposed contract language is a solution in search of a problem that simply does
6 not exist.

7

8 **Q. DOES CENTURYTEL'S RESPONSE TO CHARTER REQUEST NO. 7**
9 **SUGGEST ANYTHING ELSE TO YOU?**

10

11 A. Yes, that historically CenturyTel has not needed to expand the facilities since
12 their original acceptance in 2003, which should demonstrate that the parties can
13 work together cooperatively to prevent blockage without any additional
14 contractual language. It's important to remember that Charter also has a vested
15 interest in maintaining facilities at a level that protects our customers against
16 potential traffic blockage.

17

18

19

V. CONCLUSION

20 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

21 A. Yes.

22