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Issue:
Witness: John Jennings
Sponsoring Party: Big River Telephone
Company, LLC
Type of Exhibit: Surrebuttal Testimony
Case No.: TC-2012-0284

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BIG RIVER TELEPHONE COMPANY, LLC

SURREBUTTAL TESTIMONY

OF

JOHN JENNINGS

TC-2012-0284

November 30, 2012

Big River Exhibit No. 6
Date 1-08-13 Reporter XF
File No. TC-2012-0284

**PRE-FILED SURREBUTTAL TESTIMONY
OF
JOHN JENNINGS**

1 **Q. PLEASE STATE YOUR NAME.**

2 A. John Jennings.

3 **Q. ARE YOU THE SAME JOHN JENNINGS WHO SUBMITTED DIRECT AND**
4 **REBUTTAL TESTIMONY IN THIS CASE?**

5 A. Yes.

6 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

7 A. To respond to the rebuttal testimony of the Missouri Public Service Commission Staff
8 ("Staff").

9 **Q. DO YOU AGREE WITH MR. VOIGHT'S RECOMMENDATION THAT THE**
10 **COMMISSION ORDER AT&T TO PROVIDE ADDITIONAL BILLING DATA?**

11 A. No.

12 **Q WHY NOT?**

13 A. While I appreciate that Mr. Voight made his recommendation to provide Big River with
14 the opportunity to ascertain the appropriateness of the amounts billed, it would be
15 difficult to analyze all the call records for the disputed period in a short period of time.
16 In order for Big River to validate the invoices from AT&T, Big River would need all

1 the call detail records that support the invoices. Big River would then take those call
2 records and run it through its cost assurance validation software to ascertain the validity
3 of the billing. To validate the records Big River would have to a) compare the rates to
4 the AT&T access tariff, b) make sure the proper rate elements were applied, c) review
5 the jurisdictional nature of each call for appropriateness, d) confirm that the calls
6 originated from Big River's network and e) validate that the total minutes provided
7 matches the invoiced minutes. AT&T Missouri has had ample opportunity to provide
8 evidence to support its claim but has failed to do so.

9 **Q. MR. JENNINGS IS THE TRAFFIC DATA UPON WHICH THE CHARGES**
10 **ARE CALCULATED OUT OF THE ORDINARY COURSE OF AT&T'S**
11 **PROCESSING OF TRAFFIC DATA?**

12 A. Yes. First, as per our Interconnection Agreement, Big River is sending this traffic
13 down our local interconnection trunks to AT&T. That is not normal. AT&T usually
14 has a trunk group for local traffic and a separate trunk group for interexchange traffic.
15 This abnormal set-up requires AT&T to separate the local traffic from the
16 interexchange traffic. Hopefully AT&T has done that, but there is no evidence to
17 confirm whether or not they have. It is certainly one of the things Big River would
18 have wanted to validate in the detail call records.

19 Second, Big River has existing Feature Group D trunks with interexchange
20 traffic being terminated to AT&T, i.e. terminating access traffic, which Big River has

1 paid. Hopefully, AT&T has not double billed and included any of the Feature Group D
2 traffic in the amount it claims is owed in this case because Big River has already been
3 charged for the Feature Group D traffic and Big River has already compensated AT&T
4 for the termination of that traffic. But, again, there is no evidence to allow anyone to
5 determine if AT&T has double billed or not. This is another one of the issues Big
6 River would have wanted to validate from the detail call records.

7 Finally, Big River would have wanted to validate how AT&T has implemented
8 the application of the Percent Enhanced Usage factor. This is also out of the ordinary
9 course of AT&T's processing of detail call records and is another of the issues Big
10 River would have wanted to validate by reconciling the detail call records to the
11 amount AT&T claims it is owed.

12 Again, the issues I just mentioned are issues Big River would have analyzed
13 because of the extraordinary processes AT&T is using to process these call records. Of
14 course, we would have also analyzed the detail call records for all of the issues I
15 mentioned in my rebuttal testimony, none of which can be performed since there was
16 no supporting evidence provided by AT&T.

17 **Q. MR. JENNINGS YOU MENTION THAT BIG RIVER IS CURRENTLY**
18 **PAYING AT&T FOR TERMINATING ACCESS?**

19 **A.** Yes. AT&T invoices Big River about \$10,000 a month for this traffic and Big River
20 pays this invoice every month. Big River uses Feature Group D trunks to originate
21 non-enhanced traffic which includes traffic for Big River customers served using local

1 wholesale complete (LWC) and resale, both of which are from AT&T's network, which
2 is not enhanced. Such traffic is not enhanced because it does not originate on Big
3 River's network and is, therefore, not at issue in the present case.

4 **Q. BASED UPON ALL OF THESE REASONS IS IT REASONABLE TO EXPECT**
5 **THAT THE INVOICE AT ISSUE IN THIS CASE IS ACCURATE?**

6 A. No. AT&T has had a history of over-billing Big River. The majority of previous
7 disputes Big River has had with AT&T were for billing errors made by AT&T that
8 resulted in credits being applied to Big River's accounts. We have learned to verify all
9 of the billing we receive from AT&T due to a high rate of errors that AT&T makes.

10 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

11 A. Yes.

