

Exhibit No.: 4
Issue:
Witness: John Jennings
Sponsoring Party: Big River Telephone
Company, LLC
Type of Exhibit: Direct Testimony
Case No.: TC-2012-0284

Filed
January 16, 2013
Data Center
Missouri Public
Service Commission

BIG RIVER TELEPHONE COMPANY, LLC

DIRECT TESTIMONY

OF

JOHN JENNINGS

TC-2012-0284

September 28, 2012

Big River Exhibit No. 4
Date 1-08-13 Reporter KF
File No. TC-2012-0284

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

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

2 A. My name is John Jennings. My business address is 24 So. Minnesota Ave., Cape
3 Girardeau, Missouri, 63703.

4 **Q. BY WHOM AND IN WHAT CAPACITY ARE YOU EMPLOYED?**

5 A. I am the CFO of Big River Telephone Company, LLC ("Big River") and have been
6 employed there in that capacity since August 19, 2002.

7 **Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE.**

8 A. Prior to joining Big River, I worked in the telecommunications industry for 6 years and
9 worked in the accounting field for 11 years. Immediately prior to joining Big River, I
10 was the Senior Accounting Operations Manager for Nuvox Communications, formerly
11 known as Gabriel Communications, a full service competitive local exchange carrier.
12 At Nuvox, I oversaw various accounting and executive reporting functions, as well as,
13 Billing, Revenue Assurance, Cost Assurance and Collections. Prior to joining Nuvox
14 Communications, I was responsible for accounting operations and reporting at Brooks
15 Fiber Properties. Brooks Fiber Properties was a leading full-service provider of
16 competitive local and long distance communications services in 44 metropolitan areas

1 across the U.S. Prior to joining Brooks Fiber Properties I held various accounting
2 positions in other industries. I have a B.S. in Business - Accounting from the University
3 of Missouri and I am a Certified Public Accountant.

4 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

5 A. The purpose of my direct testimony is to address our Percent Enhanced Usage (PEU)
6 factors provided to AT&T, to address changes to the amendment to the interconnection
7 agreement between AT&T and Big River and to address the dispute resolution process.

8 **Q. WHAT IS THE BASIS FOR BIG RIVER'S PETITION?**

9 A. Big River and AT&T exchange telecommunications traffic pursuant to a Commission-
10 approved interconnection agreement ("ICA"). The ICA contains a provision that
11 exempts enhanced traffic from access charges. The parties previously had a dispute
12 regarding access charges. That dispute was resolved in November 2009. AT&T
13 continued to bill for access charges after the settlement agreement was reached.

14 **Q. WHAT DID BIG RIVER DO IN RESPONSE TO AT&T'S BILLING FOR**
15 **ACCESS CHARGES?**

16 A. Big River disputed the billing, pointing out that the traffic in question was not subject
17 to access charges since it was enhanced traffic.

18 **Q. HOW DID AT&T RESPOND WHEN BIG RIVER OBJECTED TO THE**
19 **ACCESS CHARGES?**

1 A. AT&T continued to insist that Big River pay the access charges. AT&T eventually
2 threatened to stop processing orders from Big River if the disputed amount was not
3 paid. Big River filed its Petition to avoid any interruption in its services.

4 **Q. WHAT IS THE AMOUNT AT ISSUE?**

5 A. AT&T alleges that Big River owes in excess of \$355,000.00.

6 **Q. ARE THERE PROVISIONS IN THE ICA WHICH ADDRESS ACCESS**
7 **CHARGES AND ENHANCED SERVICES?**

8 A. Yes. Attachment 12, section 13.3 of the ICA states as follows:

9 Notwithstanding any other provision of this Agreement, the Parties shall
10 exchange enhanced/information services traffic, including without limitation
11 Voice Over Internet Protocol (“VOIP”) traffic and other enhanced services
12 traffic (collectively, “IS Traffic”), in accordance with this section. IS Traffic is
13 defined as traffic that undergoes a net protocol conversion, as defined by the
14 FCC, between the calling and called parties, and/or traffic that features
15 enhanced services that provide customers a capability for generating, acquiring
16 storing, transforming, processing, retrieving, utilizing, or making available
17 information. The Parties shall exchange IS Traffic over the same
18 interconnection trunk groups used to exchange local traffic. In addition to other
19 jurisdictional factors the Parties may report to one another under this
20 Agreement, the Parties shall report a Percent Enhanced Usage (“PEU”) factor

1 on a statewide basis or as otherwise determined by CLEC at its sole discretion.

2 The numerator of the PEU factor shall be the number of minutes of IS Traffic

3 sent to the other Party for termination to such other Party's customers. The

4 denominator of the PEU factor shall be the total combined number of minutes

5 of traffic, including IS Traffic, sent over the same trunks as IS Traffic. Either

6 Party may audit the other Party's PEU factors pursuant to the audit provisions

7 of this Agreement. The Parties shall compensate each other for the exchange of

8 IS Traffic applying the same rate elements used by the Parties for the exchange

9 of ISP-bound traffic whose dialing patterns would otherwise indicate the traffic

10 is local traffic. This compensation regime for IS Traffic shall apply regardless

11 of the locations of the calling and called parties, and regardless of the

12 originating and terminating NPA/NXXs.

13 Further, Big River Telephone and AT&T amended its interconnection agreement on

14 November 2, 2009. The amendment stated, in pertinent part:

15 The Parties shall exchange interconnected voice over Internet Protocol

16 ("VOIP") served traffic, as defined in Section 386.020 RSMo. subject to

17 appropriate exchange access charges to the same extent that

18 telecommunications services are subject to such charges; provided, however, to

19 the extent that as of August 28, 2008, the Agreement contains intercarrier

20 compensation provisions specifically applicable to interconnected voice over

21 internet protocol service traffic, those provisions shall remain in effect through

1 December 31, 2009, and the intercarrier compensation arrangement described in
2 the first clause of this Section shall not become effective until January 1, 2010.

3 **Q. DID BIG RIVER PROVIDE AT&T WITH BIG RIVER'S PERCENT ENHANCED**
4 **USAGE?**

5 **A.** Yes. On October 20, 2005, I provided a letter to AT&T (see Jennings Direct Schedule
6 1) stating that 100% of our traffic sent over our local interconnecting truck groups in
7 Missouri was enhanced. This was a requirement of our interconnection agreement with
8 AT&T as stated in Attachment 12 Section 13.3.

9 **Q. DID AT&T EVER REQUEST TO AUDIT BIG RIVER'S PEU FACTOR?**

10 **A.** No. Per Attachment 12 Section 13.3 of our interconnection agreement with AT&T they
11 could request to audit this factor, but they never did.

12 **Q. YOU MENTIONED EARLIER THAT THE ICA WAS SUBSEQUENTLY**
13 **AMENDED; DID THE NEGOTIATIONS OF THAT AMENDMENT PROVIDE**
14 **ANY INSIGHT INTO THE APPLICABILITY OF THE AMENDMENT?**

15 **A.** Yes. Prior to the final version of the amendment, paragraph 6 of the amendment had
16 language that addressed enhanced/information services traffic such that
17 enhanced/information services traffic would be treated like VOIP and be subject to
18 access charges. However, the reference to enhanced/information services was struck
19 by AT&T prior to Big River even raising the issue with them in negotiations. By

1 AT&T striking the enhanced language it clearly means that billing of Enhanced traffic
2 was still subject to the terms agreed to in the original interconnection agreement, as the
3 ICA, as amended currently stands. (see Jennings Direct Schedule 2)

4 **Q. DID BIG RIVER TELEPHONE FILE DISPUTES WITH AT&T REGARDING**
5 **THIS BILLING ISSUE?**

6 **A.** Yes. Big River Telephone disputed each month with AT&T. In many cases AT&T
7 required Big River Telephone to provide the disputed details by CLLI per AT&T's
8 request. I have no idea why AT&T required such detail, I only know that it required a
9 significant amount of effort on our part to comply with their request and culminated in
10 over a 1,000 rows of data which basically replicated their entire invoice.

11 **Q. WHERE YOU ABLE TO RESOLVE ANY DISPUTES REGARDING ENHANCED**
12 **WITH THIS DISPUTE PROCESS?**

13 **A.** No.

14 **Q. HOW DID YOU ATTEMPT TO RESOLVE THIS DISPUTE NEXT?**

15 **A.** On April 19, 2011 I sent a letter to AT&T requesting that we enter into the informal
16 dispute resolution process, to which AT&T subsequently agreed. In my letter to AT&T,
17 as well as in subsequent discussions, I clearly indicated that our dispute was in regards
18 to enhanced traffic and not VOIP traffic. (see Jennings Direct Schedule 3) Per
19 AT&T's request, I sent a follow up letter on May 19, 2011 providing the rationale as to

1 why this traffic is enhanced. (see Jennings Direct Schedule 4)

2 **Q. DID THE INFORMAL DISPUTE RESOLUTION PROCESS RESOLVE ANY**
3 **DISPUTES REGARDING ENHANCED TRAFFIC?**

4 **A.** No. After multiple meetings and correspondences we were never able to resolve this
5 issue. AT&T continued to state that the disputed traffic was VOIP traffic. In one of
6 our last meetings to resolve the dispute, held on January 12, 2012, AT&T brought in an
7 expert, Stanley Mensinger, to explain AT&T's position. Mr. Mensinger went on to
8 explain that Big River, as an Interconnected VOIP provider, was sending AT&T VOIP
9 traffic that was subject to access charges. Mr. Mesinger also indicated that Big River
10 had failed to file as an interconnected VOIP provider with the Missouri Public Service
11 Commission. I explained to Mr. Mensinger that Big River was not an Interconnected
12 VOIP provider, but was a certificated CLEC in the state of Missouri. I further pointed
13 out the letter I sent to AT&T in May of 2011 where I explained the rationale on why
14 our traffic is enhanced. Mr. Mensinger seemed surprised at these revelations and
15 simply continued to contend that Big River's traffic is VOIP and subject to access
16 charges. At this point it was clear that our explanation and detailed descriptions of the
17 nature of our traffic as enhanced was falling on deaf ears.

18 **Q. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

19 **A.** Yes.

STATE OF MISSOURI
COUNTY OF ST. LOUIS


)
) SS.
)

VERIFICATION

John F. Jennings, being duly sworn upon his oath deposes and states that he is the Chief Financial Officer of Big River Telephone Company, LLC, that he has prepared and reviewed the foregoing, *Direct Testimony*, and that the statements contained therein are true and correct to the best of his knowledge, information and belief.


John F. Jennings

Subscribed and sworn to before me, a Notary Public, this 28th day of September, 2012.


Notary Public

My Commission Expires:

5/31/2014

ANDREW THOMAS SCHWANTNER
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
Commission Number 1688876
My commission expires May 31, 2014

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Case No. TC-2012-0284

JENNINGS DIRECT SCHEDULE 1



Big River Telephone Company
12444 Powerscourt Drive Suite 370
St. Louis, Missouri 63131
Phone: (314) 225-2202
Fax: (314) 225-2206
email: jjennings@bigrivertelephone.com

October 20, 2005

Ms. Debbie Josephson
Account Manager - Industry Markets
Southwestern Bell Telephone, L.P.
311 S. Akard St., Four SBC Plaza
Room 720.03
Dallas Texas - 75202-5398

Subject: Big River Telephone Missouri Percent Enhanced Usage (PEU)

Dear Ms Josephson,

Our interconnection agreement with SBC Missouri requires us to provide SBC with our Percent Enhanced Usage (PEU). This requirement is addressed in Attachment 12 Intercarrier Compensation, Section 13.3. Big River Telephone's PEU for the state of Missouri is 100% as of the effective date of the interconnection agreement. This factor encompasses all traffic sent over our local interconnecting trunk groups as required.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Jennings", is written over a horizontal line.

John Jennings
Vice President-Controller

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Case No. TC-2012-0284

JENNINGS DIRECT SCHEDULE 2

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI
AND
BIG RIVER TELEPHONE COMPANY, LLC**

The Interconnection Agreement dated August 9, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri") and Big River Telephone Company, LLC ("CLEC") ("Agreement") effective in the State of Missouri is hereby amended as follows:

WHEREAS, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

WHEREAS, the Parties confirmed the Agreement (including the Remand Order Embedded Base Rider) to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

WHEREAS, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

WHEREAS, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

WHEREAS, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

WHEREAS, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

WHEREAS, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

WHEREAS, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended:

¹ On December 28, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 28, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SBC Inc., a Missouri corporation, with SBC Inc. as the survivor entity. Simultaneous with the merger, SBC Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

1. **Recitals.** The above recitals are hereby incorporated in their entirety into this Amendment.
2. **Declassified Switching and UNE-P.** In accordance with the Agreement, including the Remand Order Embedded Base Rider, **AT&T MISSOURI** has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise (including, without limitation, any of the items listed in Section 2.1.1 of the Embedded Base Rider). As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect such elements at its sole discretion in the event those elements are not electronically converted to LWC by Big River within 60 days following contract signature.
3. **Section 271 Elements.** **AT&T MISSOURI** has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops), either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The Parties hereby acknowledge that CLEC has been enjoined from ordering any switching and UNE-Platforms under Section 251 or 271 of the Act under this Agreement, and CLEC has not ordered any Section 271 switching and/or UNE-P. As of Amendment Effective Date, **AT&T MISSOURI** may convert, re-price, or disconnect such elements at its sole discretion, provided, however, AT&T will provide to CLEC 90-day advance written notice.
4. **Entrance Facilities.**
 - 4.1 **AT&T MISSOURI** shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic to and from its own end users) ("Declassified Entrance Facilities").
 - 4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, **AT&T MISSOURI** may disconnect, convert or reprice such elements at its sole discretion, provided, however, AT&T will provide to CLEC 90-day advance written notice.
5. **Pricing Schedules.** The Parties agree to delete the schedule entitled "Section 271-Interim Rates Per the Missouri's PSC's July 11, 2005 Arbitration Order" in its entirety. In addition, the Parties agree that the reference to the header "Interconnection Dedicated Transport Entrance Facilities" in the "Schedule of Prices-Missouri" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for DS1 and DS3 Interconnection Facilities.
6. **House Bill 1779, Section 382.580.** The Parties shall exchange interconnected voice over enhanced information services traffic, including without limitation Voice Over Internet Protocol (VOIP) service traffic, as defined in Section 386.020 RSMo, and other enhanced services traffic (collectively, "E-Traffic")—subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that—as of

Comment [edit1]: 100000 – Note from Susan Kemp in response to Big River's request for 90-day notice: 90 days in lieu of 60 days was offered by AT&T because of the upcoming holiday, however, if Big River will provide an alternate conversion plan with a specific amount of time that will be converted each month, along with a completion date, we will be glad to consider that.

Comment [edit2]: 100000 – Note from Susan Kemp in response to Big River's request for 90-day notice: AT&T offers the redline language regarding 90-day written advance notice.

Comment [edit3]: 100000 – Note from Susan Kemp in response to Big River's request for 90-day notice: AT&T offers the redline language regarding 90-day written advance notice.

Comment [edit4]: 100000 – Note from Susan Kemp: Please confirm that Big River concurs with the redline in Section 6.

* The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under § 271 of the Act.

August 26, 2008, the Agreement contains intercarrier compensation provisions specifically applicable to interconnected voice over internet protocol service traffic-Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in the first clause of this Section shall not become effective until January 1, 2010.

7. Section 4 of the General Terms and Conditions is amended by adding the following section:
 - 4.2.1.2 Notwithstanding anything to the contrary in this Section 4, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from November 10, 2008 until November 10, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CLEC, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
8. The Parties acknowledge and agree that AT&T Missouri shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
9. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.
12. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
13. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AMENDMENT CONFORM TO CASE NO. 405-CV-1204 CAG AND CASE NOS. 06-3701, 06-3728, AND 06-3727 AND EXTEND TERM DATE

~~SOUTHWESTERN BELL TELEPHONE COMPANY~~

PAGE 4 OF 4

AT&T MISSOURI RIVER TELEPHONE COMPANY, LLC
09/000

Big River Telephone Company, LLC

**Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: _____

Date: _____

UNE OCN # 8662

RRESALE OCN # 8768

SWITCH BASED OCN # 0238

ACNA: LGD

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Case No. TC-2012-0284

JENNINGS DIRECT SCHEDULE 3

BIG RIVER

AT&T
ATTN: Notices Manager
311 South Akard St, 9th Floor
Dallas, TX 75202-5398

To whom it may concern,

Big River Telephone Company, LLC is invoking our right to an informal dispute in regards to enhanced traffic usage that is being billed on BAN 110 401 0113 803. We have disputed this issue with the local billing group in the past; however with the continuous denial of these disputes the matter remains unresolved. The claim number assigned by AT&T is LIS004026008A, with a spreadsheet identifier of 501631. We've been billed for this type of usage as of the February 5, 2010 invoice through and including the March 5, 2011 invoice. The total amount billed during this timeframe is \$202,990.19, with 4,644,926 total minutes of use (16,889 interstate minutes, 4,487,739 intrastate minutes, and 140,298 local minutes). We are disputing 100% of the billing based on the following facts:

Per the Interconnection Agreement between SBC Missouri and Big River Telephone Company, Attachment 12 - Section 13.3, "In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis or as otherwise determined by CLEC at its sole discretion." Therefore in accordance with the terms of this section we submitted the PEU factor of 100% on October 20, 2005 to our account manager at that time, Debbie Josephson. Please see the attached PDF document for a copy of this letter, Attachment A. AT&T never implemented our PEU factor and continued to bill Big River in full for this enhanced traffic. Because of the continued billing of enhanced traffic and other billing issues with AT&T, Big River filed a lawsuit with AT&T.

The result of this lawsuit was a settlement between Big River and AT&T in November 2009 where this Enhanced Usage billing error was addressed. In the settlement, AT&T credited, in full, the billing on this account for both past and present invoices. The Enhanced Usage as a going forward concern was addressed per the settlement, section 1 (b) "On and after January 1, 2010, the Parties' respective obligations will be governed by the Interconnection Agreement to be amended as described herein." Again, the Interconnection Agreement states, "In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis or as otherwise determined by CLEC at its sole discretion." Again, our original PEU factor should therefore be applied to this usage and the appropriate credits need to be issued.

While the prior dispute resolutions mentioned VoIP traffic multiple times, the fact remains that our traffic on this BAN is Enhanced Usage which is governed by the terms of our Interconnection Agreement. This has been the case from the time we originally executed the

Interconnection Agreement, and has been further affirmed by the November 2009 lawsuit settlement agreement executed by AT&T. We have continually pointed out the fact that this traffic is Enhanced, and that the PEU factor should apply to our billing. This fact has been recognized by AT&T in the lawsuit settlement agreement by their crediting of all charges through that time period. AT&T did agree to adhere to the terms of the Interconnection Agreement for all future dealings with this enhanced traffic which plainly states that AT&T will apply our PEU factor. Therefore, we are submitting the dispute again via the informal dispute process, based on the fact that the traffic is Enhanced and is therefore governed by the Interconnection Agreement terms. The PEU factor that should have been applied since 2005 is attached, and per the ICA (and the settlement agreement that points back to us being governed by the ICA), we are allowed to submit this PEU factor to be implemented on our invoice, which we have done. In summary we request this PEU factor be applied to our present invoices, going forward invoices, and retroactively applied to all past invoices dating back to February 5, 2010 therefore generating the appropriate credits.

Big River Telephone's point of contact for this dispute is John Jennings and he can be reached at 573-388-2697 or JJennings@BigRiverTelephone.com.

Respectfully,



John F. Jennings
Chief Financial Officer
Big River Telephone Company, LLC

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Case No. TC-2012-0284

JENNINGS DIRECT SCHEDULE 4



May 19, 2011

Janice Mullins
AT&T

RE: Enhanced Services - Informal Dispute

Dear Ms. Mullins,

Per your request from our conference call on May 13, 2011, Big River Telephone is providing AT&T with the following examples of enhanced services that it provides to its customers:

- Big River's switching system employs computer processing that changes the format of communication media received from, and delivered to, the public switched telephone network (PSTN). The system first receives media in digital PCM form from the PSTN and packetizes the media into IP datagrams, with the use of an audio codec, a software program resident on a digital signal processor (DSP) the media is further altered by compressing the content, as an example, from 64Kbps to 8Kbps. An "audio codec" is a computer program implementing an algorithm that compresses and decompresses digital audio data according to a given audio file format. The system is also capable of transcoding (direct digital-to-digital conversion of one audio codec to another).
- The switching system employs computer processing that allows a subscriber to record a call and store the recording in the switching system. This feature is enabled by keying specific dual-tone multi-frequency (DTMF) tone sequence to initiate recording the call from that point forward until the end of the call.
- The switching system employs computer processing that allows a subscriber to view and configure and manage their call-handling options. For example, a subscriber may wish their phone to ring as normal, reject the call, forward the call (to voicemail or another number), challenge callers who have withheld their number to record their name or have their phone ring with a special tone. The subscriber can set these rules to apply to specific callers, for example to those in a specific contact group or to callers who have withheld their number. The subscriber can also set the incoming call manager (ICM) to apply a different set of rules at different times, by defining a schedule. For example, when setting up ICM on a home land line, the subscriber can tell ICM to forward calls from their office to a mobile phone - but only during working hours, not during evenings or at the weekend. The subscriber can configure their ICM rules and schedules using a Big River web portal.

We can discuss any questions you may have on our next conference call.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Jennings".

John F. Jennings
Chief Financial Officer

12444 Powerscourt Dr., Suite 270, St. Louis MO 63131