

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

BIG RIVER TELEPHONE COMPANY, LLC

REBUTTAL TESTIMONY

OF

JOHN JENNINGS

TC-2012-0284

October 19, 2012

**PRE-FILED REBUTTAL 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**
4 **TESTIMONY IN THIS CASE?**

5 A. Yes.

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

7 A. To respond to the direct testimony of AT&T witnesses.

8 **Q. MR. GREENLAW ACKNOWLEDGES THAT BIG RIVER CLAIMED IN**
9 **OCTOBER 2005 THAT ITS PERCENT ENHANCED USAGE FACTOR**
10 **(“PEU”) WAS 100%. IS THAT CORRECT?**

11 A. Yes. I had sent a letter to AT&T to that effect, pursuant to our Interconnection
12 Agreement (“ICA”).

13 **Q. DID YOU EVER GET ANY RESPONSE TO THAT LETTER FROM AT&T**
14 **CONTESTING BIG RIVER’S SUBMITTED PEU?**

15 A. No.

16 **Q. DID ANYONE FROM AT&T SEND YOU ANY CORRESPONDENCE OR**

1 **CALL YOU AND SAY THAT YOUR FACTOR WAS WRONG?**

2 A. No. I never received any feedback.

3 **Q. AND IN AT&T'S INITIAL BILLING FOR THIS TRAFFIC, DID AT&T USE**
4 **THE PEU FACTOR YOU PROVIDED?**

5 A. No.

6 **Q. DID AT&T EVER USE THE PEU FACTOR YOU PROVIDED?**

7 A. No.

8 **Q. DID ANYONE FROM AT&T EVER PROPOSE AN ALTERNATIVE TO BIG**
9 **RIVER'S STATED PEU FACTOR?**

10 A. No. I never received any indication from AT&T of an alternative proposed PEU factor.

11 **Q. DID AT&T EVER SEND BIG RIVER A PEU FACTOR FOR THE TRAFFIC**
12 **AT&T SENDS TO BIG RIVER?**

13 A. No.

14 **Q. DID AT&T EVER CONDUCT AN AUDIT OF BIG RIVER'S PEU FACTOR?**

15 A. No.

16 **Q. ARE YOU AWARE IF THE ICA HAS PROVISIONS FOR EITHER PARTY TO**
17 **AUDIT THE OTHER PARTY'S PEU FACTOR?**

18 A. Yes, there is an allowance for such an audit contained in Section 13.3 of Attachment 12
19 of the ICA.

1 **Q. WERE YOU INVOLVED IN THE NEGOTIATIONS LEADING TO THE**
2 **SETTLEMENT AGREEMENT REFERRED TO IN MR. GREENLAW’S**
3 **TESTIMONY?**

4 **A. Yes.**

5 **Q. ON PAGE 16, LINES 1 THROUGH 3 OF MR. GREENLAW’S TESTIMONY,**
6 **HE INTERPERTS PART OF THE SETTLEMENT AGREEMENT. IS HIS**
7 **INTERPERTATION OF THE AGREEMENT CORRECT?**

8 **A. No, and I would like to restate Big River’s position that the settlement is confidential**
9 and is also irrelevant. If the settlement agreement is admitted, the document speaks for
10 itself. To the extent that Mr. Greenlaw attempts to interpret it, he simply misreads the
11 Settlement Agreement (“Agreement”). I believe if you correctly read the Agreement,
12 you will see his characterization of the traffic [Greenlaw Direct P.16, L.2] does not
13 apply to the period ‘from and after January 1, 2010’, which is the time period in dispute
14 in this case. His attempt to characterize the Agreement is flawed. It could be because
15 he wasn’t there or that he has no legal training to interpret the Agreement accurately.

16 **Q. ALSO, MR. GREENLAW TESTIFIES THAT BIG RIVER RECEIVED A**
17 **“FREE PASS” FOR ALL BILLINGS FOR ENHANCED SERVICES PRIOR TO**
18 **JANUARY 1, 2010. IS THIS CHARACTERIZATION ACCURATE?**

19 **A. No. Big River received no free passes in the Agreement. I don’t understand how Mr.**
20 Greenlaw could characterize any part of the Agreement because, once again, he wasn’t
21 part of the settlement discussions.

1 **Q. MR. GREENLAW TESTIFIED ‘THAT BIG RIVER HAS NEVER ASSERTED**
2 **THAT, IF ITS TRAFFIC WERE CLASSIFIED AS TELECOMMUNICATIONS**
3 **SERVICES TRAFFIC, [THAT] THE AMOUNTS BILLED BY AT&T**
4 **MISSOURI WERE WRONGLY COMPUTED OR WOULD NOT OTHERWISE**
5 **BE DUE IN FULL’ [GREENLAW DIRECT P. 22, L. 1]. IS HIS**
6 **CHARACTERIZATION ACCURATE?**

7 **A.** No. As AT&T and Big River were discussing this dispute, I requested AT&T to
8 provide supporting detail to, at least, one of their bills so that I could ascertain the
9 appropriateness of the amounts billed.

10 **Q. DID AT&T PROVIDE YOU WITH SUPPORTING DETAIL SUCH THAT YOU**
11 **COULD ASCERTAIN THE APPROPRIATENESS OF THE AMOUNTS**
12 **BILLED?**

13 **A.** No. I had asked AT&T for the detail to support one of their bills. After a considerable
14 delay, they finally provided me with a week’s worth of traffic. With only a partial
15 amount of the traffic for a billing period, I was unable to reconcile their billing. AT&T
16 provided nothing in response to my request that established that the traffic which was
17 rated was for trunks connected to Big River’s network or if the traffic was for the
18 appropriate jurisdiction of traffic. These are normal things I would analyze to validate
19 billing.

20 **Q. BUT CAN YOU BE REASONABLY CONFIDENT THAT AT&T HAS BILLED**

1 **YOU ACCURATELY?**

2 **A.** No. First, I have no data on which to base the reasonableness of their billing. Second,
3 we have had numerous billing issues with AT&T in the past. Usually, after such billing
4 issues have been identified and underlying data is analyzed, we work with AT&T to
5 correct the underlying cause of a billing error and it is usually corrected going forward.
6 AT&T has not afforded Big River an opportunity to determine if there is any erroneous
7 billing here since we were never provided the requested billing details.

8

9 **Q. IS IT REASONABLE TO ASSUME THAT THE BILLED AMOUNTS**
10 **INCLUDED IN MR. GREENLAW'S TESTIMONY ARE ACCURATE?**

11 **A.** No. I have never met Mr. Greenlaw and have never had any discussions with him
12 relative to the validity of AT&T's billed amounts. Further, he appears to have no
13 background in billing or accounting. Given his inexperience in this area, I assume he
14 is not aware of the type of supporting data and analysis that is required to substantiate
15 AT&T's claim.

16 Given the lack of sufficient supporting detail, he expects Big River and the
17 Commission to assume that his numbers are correct, specifically in regard to the
18 following:

- 19 i) that the amounts billed were derived using the proper rates,
20 ii) that only the proper rate elements were applied to the appropriate traffic,
21 iii) that the traffic data that was rated was jurisdictionally correct, and
22 iv) that the traffic data that was rated was extracted from the trunks over which
23 Big River exchanges its traffic with AT&T.

1 AT&T is very familiar with the need to verify the items above with regard to
2 billed access charges. In the past, AT&T has disputed Big River's access charges that
3 Big River bills them and I personally reviewed the supporting data substantiating the
4 appropriateness of Big River's access charges, relative to the issues above, with AT&T
5 representatives. In resolving those disputes, Big River was required by AT&T to
6 provide extensive detail to support the billing. Given the fact that Mr. Greenlaw may
7 possess no direct knowledge of the calculation of the bills or the methods in which the
8 bills are calculated, it is unclear why AT&T had Mr. Greenlaw address the topic.

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

10 **A. Yes.**

STATE OF MISSOURI
COUNTY OF ST. LOUIS

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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, *Rebuttal 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 19 day of October, 2012.



Notary Public

My Commission Expires:

5/31/2014

ANDREW THOMAS SCHWANTNER
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
Commission Number 10893876
My commission expires May 31, 2014