

Exhibit No:
Issues:
Witness: Chris Read
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Southwestern Bell
Telephone, L.P., d/b/a
SBC Missouri
Case No: TO-2005-0336

SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a SBC MISSOURI

CASE NO. TO-2005-0336

REBUTTAL TESTIMONY
OF
CHRIS READ

Dallas, Texas
May 19, 2005

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

In the Matter of Southwestern Bell Telephone, L.P.,)
d/b/a SBC Missouri's Petition for Compulsory) Case No. TO-2005-0336
Arbitration of Unresolved Issues for a Successor)
Agreement to the Missouri 271 Agreement ("M2A")

AFFIDAVIT OF CHRIS READ

STATE OF TEXAS

COUNTY OF DALLAS)

I, Chris Read, of lawful age, being duly sworn, depose and state:

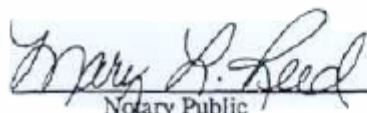
My name is Chris Read. I am presently Senior Business Manager
IT Project Management for SBC Services, Inc.

2. Attached hereto and made a part hereof for all purposes is my Rebuttal
Testimony.
- 3 I hereby swear and affirm that my answers contained in the attached testimony to
the questions therein propounded are true and correct to the best of my knowledge
and belief.


Chris Read

Subscribed and sworn to before me this day of May, 2005.




Notary Public

My Commission Expires: October 5, 2008

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. EXECUTIVE SUMMARY	
III. ISSUES:	
Comprehensive Billing (AT&T DPL) Issue 2.....	1
Comprehensive Billing (AT&T DPL) Issues 3A and 3B.....	3
Reciprocal Compensation (MCI DPL) Issue 10....	6

1 **I. INTRODUCTION**

2
3 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS**

4 A. My name is Chris Read. I am employed by SBC Services, Inc., and my current position
5 is Senior Business Manager, within the Information Technology organization. My
6 address is 211 S. Akard St., Dallas, Texas 75202.

7 **Q. ARE YOU THE SAME CHRIS READ THAT FILED DIRECT TESTIMONY IN**
8 **THIS CASE?**

9 A. Yes.

10 **II. EXECUTIVE SUMMARY**

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

12 A. I will address statements made by the AT&T witness on Comprehensive Billing issues 2,
13 3A and 3B as well as statements from MCI witness on Reciprocal Compensation issue
14 10. Other issues from my direct testimony will not be addressed since no direct
15 testimony was filed by the CLECs on the issues.

16 **III. ISSUES: COMPREHENSIVE BILLING**
17

18 **Comprehensive Billing: AT&T Issue 2 (Attachment 28: Section 3.3.1)**

19 **Issue Statement:** *Should SBC be required to correlate its recorded data to the Call Usage*
20 *Record Daily Usage File sent to AT&T; and should it similarly be*
21 *required to correlate its recorded data to the bill it sends to AT&T for the*
22 *calls which generate those records?*
23

24 **Q. CAN YOU EXPLAIN THE DISPUTE IN THIS ISSUE?**

25 A. Yes. SBC Missouri currently provides AT&T and other CLECs with a Daily Usage File
26 (“DUF”) that contains call detail records on their customers’ calls made using SBC
27 Missouri’s switch (i.e., through Resale or UNE-P). Now, AT&T wants SBC Missouri, at

1 its own expense, to construct a system for AT&T to compare the records in the DUF with
2 the call detail records in the Carrier Access Billing System ("CABS") in order to help
3 them validate CABS billing. No other CLEC is making this request of SBC Missouri.

4 **Q. MR. GUEPE, ON PAGE 23 OF HIS DIRECT TESTIMONY STATES: "AT&T'S**
5 **REQUEST IS NOT A BURDENSOME ONE FOR SBC." DO YOU AGREE WITH**
6 **HIS CLAIM?**

7 A. No. As noted in my Direct testimony on page 4, call-flows already identify the type of
8 records that will be in the DUF for that call scenario, and the rate elements that will be
9 billed in CABS for that call scenario. These call-flows were originally created in a
10 collaborative effort with AT&T. Now, apparently, they want more. Providing more
11 information will require SBC Missouri to build in system changes and/or processes that
12 would require maintenance costs for every subsequent software release.

13 **Q. IF AT&T IS INTERESTED IN THE DEVELOPMENT OF A PROCESS TO USE**
14 **DUF RECORDS TO VALIDATES CABS BILLING, HOW SHOULD IT**
15 **PROCEED?**

16 A. SBC Missouri complies with current industry standards for CABS bill format. If SBC's
17 current bills to AT&T are lacking as Mr. Guepe suggests on page 23 line 5 of his Direct
18 testimony, AT&T should raise the issue at the Ordering and Billing Forum, the national
19 standards body that addresses Inter-carrier billing issues. As stated in my direct
20 testimony, DUF was not created or intended for CABS validation. DUF and CABS serve
21 different purposes, are prepared in different manners and have different formats.
22 Nevertheless, if AT&T wants a process developed for validating CABS billing using
23 DUF records, it should be done by the industry at the national level to ensure the
24 development of uniform and consistent standards. Through the OBF, if changes are
25 determined to be necessary, bill providers and bill recipients across the country would

1 have a common framework from which to work, instead of a patch-work quilt of
2 potentially-conflicting requirements as could result from AT&T's suggested language.

3 **Comprehensive Billing: AT&T Issues 3a and 3b (Attachment 28: Section 14.4)**

4 **Issue Statement:** (a) *Should SBC Missouri be required to provide to AT&T the OCN or*
5 *CIC, as appropriate, of 3rd party originating carriers when AT&T is*
6 *terminating calls as an unbundled switch user of SBC Missouri?*

7
8 (b) *Should SBC Missouri be billed on a default basis when it fails to*
9 *provide the 3rd party originating carrier OCN or CIC, as appropriate,*
10 *to AT&T when AT&T is terminating calls as the unbundled switch*
11 *user?*

12 **Q. DOES SBC MISSOURI SUGGEST THE USE OF LIDB AS THE SOLUTION FOR**
13 **OBTAINING OCN INFORMATION AS MR. GUEPE SUGGESTS AT PAGE 26**
14 **OF HIS DIRECT TESTIMONY?**

15 A. No. Mr. Guepe has mischaracterized SBC Missouri's position in stating: "SBC proposes
16 the use of its database LIDB as a possible solution in lieu of its providing AT&T with the
17 CIC or OCN of the originating carrier." SBC Missouri's position is, and always has
18 been, that the CIC or OCN should be provided when it is available. And, as I stated in
19 my Direct, SBC does so when that information is available to it. SBC Missouri has not
20 proposed LIDB as a "solution," although it contains the OCN information, and thus, can
21 be a source of OCN information necessary to identify the originating carrier. As has been
22 discussed at OBF, other vendors may also be a supplier of this information.

23 **Q. WHY SHOULD AT&T'S POSITION BE REJECTED?**

24 A. AT&T's position should be rejected because it is based on the incorrect assumption that
25 SBC Missouri always has the CIC and OCN information (See pages 27 and 28 of Mr.
26 Guepe's direct testimony). But as I explained my direct testimony, SBC Missouri in
27 some cases does not have the CIC and OCN information. AT&T's language would
28 require SBC Missouri to provide unavailable CIC and OCN information for calls
29 originating from another company's network when that information was not provided to

1 SBC Missouri in the first instance. In contrast, SBC Missouri's proposed language
2 provides that SBC Missouri will forward to AT&T the CIC and OCN information when
3 it is available to SBC Missouri. Nothing more or less should be expected of SBC
4 Missouri.

5 **Q. IS THIS "ORIGINATING CARRIER IDENTIFICATION" A NEW ISSUE?**

6 A. No. As Mr. Guepe's testimony points out, countless hours have been expended by the
7 industry at the OBF to try and resolve the originating carrier identification issue. In
8 short, the problem is that a company that owns the switch assigned to the first 6 digits of
9 a phone number pool doesn't necessarily own the numbers in that pool any longer (e.g., if
10 the originating carrier is using the unbundled local switching of a facility-based CLEC or
11 ILEC).

12 **Q. IS DEFAULT BILLING OF THE UNE SERVICE PROVIDER (USP) WHEN THE**
13 **ORIGINATING CARRIER IS UNKNOWN CONSISTENT WITH APPROVED**
14 **INDUSTRY PRACTICES?**

15 A. No. Default billing of the USP would most likely be inaccurate billing, and has never
16 been an acceptable solution. In Mr. Guepe's Direct testimony on page 29 he references
17 OBF issue 2638 as well as MECAB Section 14 in defense of default billing. SBC
18 Missouri's position is that default billing was not the intent of language in Section 14. In
19 Section 14.4 page 14-6 paragraph 3 line 1 of the MECAB document it states that
20 "...compensation **may** default to Option 1A until identification of the ULEC can be
21 made." Option 1A is a billing option that is described on page 14-2. The word "may"
22 indicates that default billing is an option if agreed to by the ULEC and USP. Section 4.2
23 page 4-1 states that the default bill option is Multiple Bill, which is defined as
24 "...Multiple Bill option allows each provider to bill the customer for its portion...". The

1 Notification process as described in Section 14.2 page 14-3 states that “Providers are
2 required to supply proper notification to the customer of the billing option...” It is SBC
3 Missouri’s position that all these references must be taken into account so that the
4 customer is not confused and that it is consistent with industry standards for the billing
5 company to bill the originator of the traffic.

6 **Q. SINCE DIRECT TESTIMONY WAS FILED IN THIS CASE, HAS THIS**
7 **COMMISSION ISSUED AN ORDER THAT IMPACTS THIS ISSUE?**

8 A. Yes. On May 6, 2005 the Commission issued and filed with the Missouri Secretary of
9 State its Order of Rulemaking from Case No. TX-2003-0301, adopting the proposed
10 Enhanced Record Exchange Rule previously published in the Missouri Register on
11 January 3, 2005. The rule becomes effective 30 days after publication in the Code of
12 State Regulations.

13 **Q. IS AT&T’S POSITION THAT SBC MISSOURI SHOULD BE FINANCIALLY**
14 **RESPONSIBLE FOR CALLS TRANSITED WITHOUT A CIC OR OCN**
15 **CONSISTENT WITH THE NEW ENHANCED RECORD EXCHANGE RULE?**

16 A. No, it is not. The Missouri Commission has confirmed that Missouri operates under an
17 Originating Responsibility Plan (“ORP”) and that its rule “codifies a business
18 relationship for LEC-to-LEC network traffic whereby the originating carrier, not the
19 transiting carrier, is responsible for payment of call termination.”¹

20 **Q. DOES THE RULE ADDRESS SITUATIONS WHERE A CIC OR OCN CANNOT**
21 **TECHNICALLY BE PROVIDED TO A DOWNSTREAM CARRIER ON A**
22 **LANDLINE CALL?**

23 A. Not specifically. But in its responsive comments to similar concerns with an OCN not
24 being available on Type I wireless originated calls, the Commission “encouraged” SBC
25 Missouri “to work with industry participants to address issues surrounding the

¹ Order of Rulemaking Adopting 4 CSR 240-29.040, p. 5.

1 identification of Type I wireless connections.”² A similar approach should be taken with
2 the rare instances where a CIC or OCN is not available on landline calls. SBC Missouri
3 believes that every effort should be made by billing companies to identify the proper
4 originating company for accurate billing.

5 **Q. DOES SBC MISSOURI AGREE WITH THE LATEST PROPOSED AT&T**
6 **ADDITIONAL LANGUAGE AS NOTED IN MR. GUEPE’S TESTIMONY?**

7 A. SBC Missouri agrees that the proposed language will remove the accuracy responsibility
8 from SBC Missouri for proper identification of third party LECs. The proposed language
9 could lead to billing disputes between AT&T and the third party LEC if an investigation
10 by the billing company to identify the proper originating carrier doesn’t take place.

11 **MCIm Reciprocal Compensation Issue 10 (Attachment 12: Section(s) 4.11.1)**

12 **Issue Statement:** *What are the appropriate records SBC will provide MCIm to bill*
13 *inter-carrier compensation to a third party telecommunications*
14 *provider using SBC’s local switching on a wholesale basis?*
15
16

17 **Q. IS THIS ISSUE SIMILAR TO AT&T’S COMPREHENSIVE BILLING ISSUE 3B?**

18 A. Yes. MCIm witness Ricca advocates for the language that states:

19 In the event that SBC MISSOURI fails to provide the appropriate call records
20 information necessary to bill such third party carrier, MCIm shall bill SBC MISSOURI as
21 the default originator of the traffic.
22

23 This discussion is the same as above in AT&T CB 3b. As the Commission’s new rule
24 makes clear, such billing of the transit carrier is not appropriate. The commission should
25 reject MCIm’s attempt to install default billing.

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

27 A. Yes.

² Order of Rulemaking Adopting 4 CSR 240-29.080, p. 4.