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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
  
TRANSCRIPT OF PROCEEDINGS  
Evidentiary Hearing  
JUNE 26, 2012  
Jefferson City, Missouri  
Volume 2

Halo Wireless, Inc., )  
)  
Complainant, )  
vs. ) File No. TC-2012-0331  
)  
Craw-Kan Telephone Cooperative, )  
Inc., Ellington Telephone )  
Company, Goodman Telephone )  
Company, Granby Telephone )  
Company, Iamo Telephone Company, )  
Le-Ru Telephone Company, )  
McDonald County Telephone )  
Company, Miller Telephone )  
Company, Ozark Telephone )  
Company, Rock Port Telephone )  
Company, Seneca Telephone )  
Company, Alma Communications )  
Company d/b/a Alma Telephone )  
Company, Choctaw Telephone )  
Company, MoKan Dial, Inc., Peace )  
Valley Telephone Company, Inc., )  
and Southwestern Bell Telephone )  
Company d/b/a AT&T Missouri, )  
)  
Respondents. )

HAROLD STEARLEY, Presiding  
DEPUTY CHIEF REGULATORY LAW JUDGE  
KEVIN D. GUNN, Chairman  
TERRY M. JARRETT,  
ROBERT KENNEY,  
STEPHEN STOLL,  
COMMISSIONERS.

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19

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1 P R O C E E D I N G S

2 JUDGE STEARLEY: All right. Good  
3 morning. It's Tuesday, June 26th, 2012. The  
4 Commission has set this time for an evidentiary  
5 hearing in File No. TC-2012-0331, which is captioned  
6 as Halo Wireless, Incorporated versus Craw-Kan  
7 Telephone Cooperative, Incorporated, et al. This  
8 file has also been consolidated with File  
9 No. TU-2012-0035.

10 My name is Harold Stearley and I'm the  
11 regulatory law judge presiding over today's hearing.  
12 Before we get started, a couple quick notes. We are  
13 webcasting live and we are videoconferencing in  
14 Commissioner Kenney from St. Louis. If we should  
15 encounter any technical problems with our webcasting  
16 and videoconferencing, we may need to take a brief  
17 intermission to correct those, but hopefully my  
18 technology curse won't act up today and we'll  
19 continue smoothly.

20 We will begin now by taking entries of  
21 appearance, starting with Halo Wireless.

22 MR. MAJOUÉ: Troy Majoue for Halo  
23 Wireless, Inc., and I have with me Scott McCollough  
24 also on behalf of Halo Wireless, Inc.

25 JUDGE STEARLEY: Okay. And will

1 everyone please be sure their microphones are on.  
2 The little green lights sometimes are confusing when  
3 you're at the podium. If we have witnesses at the  
4 witness stand, please make sure your microphone's on.

5 MR. MAJOUÉ: And we also have with us  
6 Daniel Young who's our local counsel.

7 JUDGE STEARLEY: All right. Thank you  
8 very much. For Southwestern Bell Telephone Company,  
9 doing business as AT&T Missouri.

10 MR. BUB: Thank you, your Honor. Leo  
11 Bub and Dennis Friedman for AT&T. We also have with  
12 us today our legal intern, Tim McHugh.

13 JUDGE STEARLEY: All right. Thank you  
14 very much, Mr. Bub. For Alma Communications Company,  
15 doing business as Alma Telephone Company, et al.

16 MR. JOHNSON: Thank you, your Honor.  
17 Craig Johnson here for Alma, Choctaw and MoKan.

18 JUDGE STEARLEY: All right. Thank you,  
19 Mr. Johnson. For Craw-Kan Telephone Cooperative,  
20 Incorporated, et al.

21 MR. ENGLAND: Good morning, Judge. Let  
22 the record reflect the appearance of W.R. England and  
23 Brian T. McCartney on behalf of a group of 12 RLECs.  
24 I believe -- I believe we've designated ourselves as  
25 Craw-Kan, et al. Mailing address is P.O. Box 456,

1 Jefferson City, Missouri 65102.

2 JUDGE STEARLEY: Okay. Thank you,  
3 Mr. England. And we will note for the record that  
4 the Office of the Public Counsel had asked to be  
5 excused from the hearing, and that request was  
6 granted. For the Staff of the Missouri Public  
7 Service Commission.

8 MS. McCLOWRY: Meghan C. McClowry and  
9 Colleen Dale for the Staff of the Missouri Public  
10 Service Commission.

11 JUDGE STEARLEY: All right. Thank you,  
12 Ms. McClowry. Did I miss anyone?

13 (NO RESPONSE.)

14 JUDGE STEARLEY: Okay. A couple  
15 preliminary matters. First, I know we've got an old  
16 problem with the temperature in the hearing room  
17 today. Our server room back behind us is  
18 experiencing some problems that they're working on  
19 right now. As we get started, attorneys, people in  
20 the gallery, you're welcome to get comfortable, take  
21 off your jackets, whatever you need to get  
22 comfortable. I know things are a little warm in here  
23 today.

24 I do ask that everyone turn off their  
25 cell phones, BlackBerries and other electronic

1 devices that could potentially interfere with the  
2 Commission's webcasting and recording. I don't  
3 believe the laptop you have set up, Ms. Dale, will  
4 cause any interference, but, in particular, cell  
5 phones and BlackBerries.

6 We have a number of witnesses to get  
7 through, and the parties have provided time  
8 limitations for opening statements and for witness  
9 testimony. I'm going to need a little help from  
10 counsel to monitor times for me because I too want to  
11 listen to the testimony. So I'm going to expect  
12 everyone to kind of be watching their times today and  
13 inform me if anyone's running over.

14 If we get to any highly confidential  
15 matters, I'll expect the parties to call my attention  
16 to it so that we may go in-camera. It will also be  
17 the parties' responsibilities to clear the gallery of  
18 anyone who should not be present to hear any  
19 confidential matters.

20 We do have two different proposed issues  
21 lists that were filed in the case. I'm just letting  
22 the parties know the Commission is not adopting  
23 either as any official list. They can serve as  
24 guidelines for the Commission, but ultimately the  
25 Commission will be deciding the proper way to

1 formulate the issues in this matter when it reaches  
2 its decision.

3 Now, I do have a couple other  
4 preliminary matters raised by the parties. I do have  
5 a motion from Alma and Craw-Kan for taking official  
6 notice. And there is a list of various orders,  
7 tariffs, et cetera which they've asked the Commission  
8 to take official notice of. Are there any objections  
9 to that?

10 MR. McCOLLOUGH: Scott McCollough for  
11 Halo, your Honor. We do not have any objection to  
12 the official notice request as far as it goes. We  
13 will have some additional portions of some of the  
14 same tariffs.

15 JUDGE STEARLEY: All right. Very good.  
16 The Commission will take -- will grant that request  
17 and will take official notice of all the items listed  
18 in that filing. We also have a number --

19 COMMISSIONER KENNEY: Judge, can I ask a  
20 question?

21 JUDGE STEARLEY: Certainly,  
22 Commissioner.

23 COMMISSIONER KENNEY: Which pleading was  
24 that?

25 JUDGE STEARLEY: That was filed



1 yesterday by Alma Telephone and Craw-Kan Telephone.

2 COMMISSIONER KENNEY: What's the number  
3 of it?

4 JUDGE STEARLEY: The EFIS document  
5 number?

6 COMMISSIONER KENNEY: Yes.

7 JUDGE STEARLEY: I would have to  
8 backtrack for you on that.

9 COMMISSIONER KENNEY: Okay. Don't  
10 worry. I'll find it. Thank you.

11 JUDGE STEARLEY: I may be able to help  
12 you out, but we had quite a few filings yesterday.

13 COMMISSIONER KENNEY: Yeah.

14 JUDGE STEARLEY: The parties were very  
15 cooperative in getting legal references filed to make  
16 this matter easier for the Commissioners to digest,  
17 but we did have quite a number of filings yesterday.

18 Additionally, we have a number of  
19 prefiled objections to testimony filed on behalf of  
20 Halo. Those we will take up as each individual  
21 witness is called to the stand because the prefiled  
22 testimony has not yet even been offered into  
23 evidence.

24 Any other preliminary matters we need to  
25 take up?

1 MR. McCOLLOUGH: Yes, your Honor. In  
2 terms of the time limit of the witnesses, the way  
3 that we have tried to organize our cross-examination,  
4 particularly of the nonAT&T ILECs, is given the  
5 similarity of the testimony, we were going to focus  
6 on one or two of them and then spend relatively  
7 little time with the others. I understand what the  
8 time limits are. What I'm basically asking is  
9 whether we can aggregate all time on most all of  
10 their witnesses within the total time limit that you  
11 had set for the parties.

12 JUDGE STEARLEY: I see. Well, that  
13 might be a little bit hard to keep track of, but if  
14 you can -- if the parties are willing to be flexible  
15 for those witnesses that require additional cross, we  
16 can allow that as long as everyone understands we're  
17 going to make up at some point.

18 Also we've allowed two days for this,  
19 and I was assured at our prehearing conference that  
20 this could be completed in a couple of days with  
21 prefiled testimony. If need be we will all stay late  
22 into the evening on both days if that's required to  
23 complete this hearing. So if it looks like we're  
24 running long, I usually call everyone's attention to  
25 that at about 3:00 in the afternoon that if you need

1 to make plans, then we'll need to make them at that  
2 time. But we can potentially stay until 10:00 each  
3 evening if we need to, so just putting you on notice  
4 for that.

5 Yes, Mr. Johnson.

6 MR. JOHNSON: Your Honor, Craig Johnson.  
7 That brings up a matter. When we -- when we moved  
8 this case from the week of July 2nd back to today and  
9 tomorrow, I had a corporate board meeting, a regular  
10 corporate board meeting that I need to attend this  
11 evening. And so I was wanting to let you know that  
12 I'll be requesting permission to be excused somewhere  
13 around 3:30 or 4:00.

14 JUDGE STEARLEY: All right. Very good,  
15 Mr. Johnson. If you're not present for certain  
16 witness testimony, you may be waiving cross unless  
17 you want to specifically reserve some  
18 cross-examination.

19 MR. JOHNSON: I don't believe that will  
20 be necessary, your Honor.

21 JUDGE STEARLEY: All right. Very good.  
22 Mr. Bub.

23 MR. BUB: Judge, I hate to backtrack on  
24 you just a minute, but with regard to the motions to  
25 strike, we would like an opportunity to file a

1 written response to those. The direct testimony was  
2 filed back on June 4th, and these motions were filed  
3 basically as we were traveling to Jefferson City, so  
4 we haven't had a chance really to digest them or to  
5 prepare any formal response. So it would be our  
6 request to be given an amount of time to file a  
7 written response to those motions.

8 JUDGE STEARLEY: We could allow that and  
9 take the motions with the case. The problem with  
10 that is, I mean, counsel could shape their  
11 cross-examination based upon the ruling of some of  
12 those objections. And I don't want anyone to say,  
13 well, I wasn't allowed to -- my due process rights to  
14 adequately do cross if I didn't know what objections  
15 were going to be sustained or overruled.

16 So we can address some perhaps,  
17 generally speaking. I can understand wanting to  
18 reserve your right to be able to file written  
19 responses. They are extremely detailed, and if we  
20 try to go line by line on these objections at the  
21 hearing today, we'll never get through a single  
22 witness.

23 MR. BUB: That was one of the concerns  
24 we had as well.

25 JUDGE STEARLEY: All right. We'll kind

1 of take that up as we go along here, but we'll see  
2 if -- does Halo have any objections to allowing  
3 written response?

4 MR. MAJOUE: I think what the judge has  
5 already identified, it is appropriate that we can  
6 perhaps take it up here. And if there is some  
7 particular issue that as we cross it, that there is  
8 some difference of opinion between the judge, Halo  
9 and AT&T, I mean, I think we're happy, in light of  
10 the circumstances and the timing, to allow them to  
11 file something after the fact that perhaps -- again,  
12 if there's a particular objection as to a particular  
13 area that needs further discussion, so if they can  
14 file that and that can be something that we can do  
15 our cross-examination subject to a ruling on that.

16 So I guess what I'm saying is at the end  
17 of the day, we are wanting to proceed with the  
18 objections today but are happy to agree to allow them  
19 to submit written filings thereafter on specific  
20 things as opposed to waiting until after to file  
21 something as to all of them.

22 JUDGE STEARLEY: Okay. I can reserve  
23 ruling on the objections with the understanding that  
24 everyone's going to complete all the  
25 cross-examination they have for each witness. So at

1 the conclusion of the hearing, I don't want someone  
2 coming back and saying, well, if I would have known  
3 that objection was going to be sustained, I would  
4 have done my cross-examination differently. You  
5 understand my perspective?

6 MS. DALE: I would just like to clarify  
7 that we would also like the opportunity to be able to  
8 respond in writing.

9 JUDGE STEARLEY: All right. Very good.

10 MR. BUB: Your Honor, it just seems to  
11 me that there would be no way with all the different  
12 objections that have been made that we'll be able to  
13 get through all of them and complete the hearing in  
14 two days allotted with these objections, you know,  
15 like you indicated were line by line.

16 And we don't have any trouble going into  
17 this hearing with the understanding that those  
18 objections will be preserved with our right to  
19 respond in writing so that when you take the case on  
20 a decision, you can make the decision objection by  
21 objection. And for that reason I think we all should  
22 proceed under the -- with the understanding that all  
23 cross-examination that we need to do should be done  
24 today.

25 JUDGE STEARLEY: All right. That's the

1 way we're going to proceed. So I'll reserve ruling  
2 on the objections, I'll allow for written responses  
3 and I'll expect the parties to complete any and all  
4 cross-examination they have of these witnesses when  
5 they're on the stand today.

6 All right. Everyone in agreement?

7 MR. BUB: Yes, thank you, your Honor.

8 JUDGE STEARLEY: Any other preliminary  
9 matters we needed to take up?

10 (NO RESPONSE.)

11 JUDGE STEARLEY: Okay. And our court  
12 reporter would like written entries from all the  
13 parties at some point throughout the day. If they  
14 could complete those entry forms for the court  
15 reporter, that would be greatly appreciated.

16 In terms of witnesses, just to confirm  
17 for Halo, I have listed witness Russ Wiseman and  
18 Robert Johnson; AT&T, J. Scott McPhee, Mark Neinast  
19 and Raymond Drause.

20 For Craw-Kan, Kelly Bosserman, Craig  
21 Wilbert, Rick Bradley, Dean McCormick, W. Jay  
22 Mitchell, Jack Jones, Jack Rickett, Kevin Johnson,  
23 Robert Hart, Debbie Choate.

24 For Alma I have Amanda Molina, Tommie  
25 Sue Loges. And for Staff I have William Voight.

1                   Did I miss any of our scheduled  
2 witnesses?

3                   (NO RESPONSE.)

4                   JUDGE STEARLEY: All right. Then are we  
5 ready to proceed or are there any other preliminary  
6 matters?

7                   (NO RESPONSE.)

8                   JUDGE STEARLEY: Okay. We'll proceed  
9 with opening statements beginning with Halo. And you  
10 can take your pick if you want to come to the podium.  
11 I don't have a problem if you want to do it from your  
12 tables.

13                  MR. MAJOUÉ: That's fine. Good morning,  
14 your Honor and Commissioners. This case is in part  
15 about having an elephant in the room and there's a  
16 lot of folks that are blind out there grasping,  
17 touching this elephant and trying to figure out what  
18 it is. They've got a lot of theories about what it's  
19 not, what they think it may be, but at the end of the  
20 day, none of them really know.

21                  And in fact, the testimony bears out the  
22 fact that they don't quite know, but they try to  
23 pigeonhole us into something that they do know. And  
24 for that reason the RLECs in this case have tried to  
25 say that we fall within the ERE rules of the



1 Commission, and if you look at the ERE rules, you'll  
2 see that they don't apply. And then if you try to  
3 apply them, they just don't fit within the parameters  
4 of Halo's business model and therefore can't be  
5 applied to them in this case.

6 Similarly, on the question of breach  
7 that's been raised by AT&T, they're trying to fit our  
8 business model into a model that they think shows how  
9 the world works. But at the end of the day, it's  
10 about a difference of opinion as to how these rules  
11 work. There's not an arbitrage scheme, there's not  
12 some attempt to get around laws. It is an attempt to  
13 use the laws that were in existence to operate a  
14 business model.

15 And if you look at the evidence and the  
16 testimony, this business model was to be the basis  
17 for bringing wireless broadband access to rural  
18 underserved areas. That was the purpose. And we  
19 understand that the Commission has a duty and it is  
20 frequently looking out for its citizens and is trying  
21 to do what's in the best interest for them. And we  
22 submit that Halo's business model was submitted for  
23 the express purpose of trying to bring this to the  
24 citizens of Missouri.

25 The model that exists with its high

1 volume customer Transcom was merely a method by which  
2 it also had a stream of revenue to allow it to build  
3 out its network and begin to implement its model.  
4 And what happened, of course, was that all of the  
5 folks that don't quite know what Halo is, don't think  
6 it fits within their normal interpretation of what  
7 the rules have said, hey, you know what, we don't  
8 think that that is proper, we don't think it works.

9           And so before we ever had the  
10 opportunity to implement our full business model and  
11 bring wireless broadband out to the rural underserved  
12 areas, we were under this litigation trying to defend  
13 what we are and what we are not.

14           And so here we are before the Commission  
15 and just asking the Commission to keep an open mind  
16 and to look at the rules that are in effect and to  
17 really read them and listen to the testimony of our  
18 witnesses and see that while our business model is  
19 novel, it did fit within the rules and we have not  
20 breached the ICA because based on our interpretation  
21 of the rules and the rules that were in effect, we  
22 have not violated the terms of it. And we'll go into  
23 the specifics of that throughout the testimony.

24           And similarly, one final point on the  
25 question of whether the RLECs can seek rejection of

1 the ICA, we submit that they cannot. The ICA between  
2 Halo and AT&T has already been accepted by the  
3 Commission and there's just simply no procedural  
4 basis for allowing them to come to this Commission  
5 and ask for rejection of an ICA that's already been  
6 accepted and the period has passed for them to submit  
7 comments or make any other objections.

8 And so at the end of the day, we ask  
9 this Commission to deny all the relief that's been  
10 requested by the RLEC parties and AT&T. Thank you.

11 JUDGE STEARLEY: Thank you. Any  
12 questions for counsel in front of the Commissioners?

13 COMMISSIONER STOLL: I have no  
14 questions, Judge.

15 JUDGE STEARLEY: Thank you very much.  
16 Opening statement from AT&T.

17 COMMISSIONER KENNEY: I do have a  
18 question, actually.

19 JUDGE STEARLEY: All right. Just a  
20 moment. Yes, Commissioner Kenney.

21 COMMISSIONER KENNEY: Good morning.

22 MR. MAJOUE: Good morning.

23 COMMISSIONER KENNEY: It takes some  
24 getting used to looking at me on the screen, so I  
25 apologize. I just have a brief question. Is it

1 Halo's position that whether Transcom is or is not an  
2 enhanced service provider has already been litigated  
3 and that that issue -- or that AT&T is somehow  
4 precluded from relitigating that issue?

5 MR. MAJOUE: Yes. In the pleadings  
6 we've asserted that a number of times and we still  
7 maintain that position, that that case has been  
8 thoroughly litigated, AT&T and its parent corporation  
9 and its predecessors in interest have already  
10 litigated it, several courts of competent  
11 jurisdiction have ruled on it. So at the very least  
12 as to AT&T, we submit that that ruling is binding and  
13 they cannot now claim that we are -- or that Transcom  
14 is not an ESP.

15 COMMISSIONER KENNEY: So -- and that's a  
16 matter of res judicata. Is there -- is there a  
17 Motion in Limine to that effect and will you be  
18 making like a recurring objection to any relitigation  
19 of that issue?

20 MR. MAJOUE: Well, there is not a Motion  
21 in Limine in effect. We had previously filed a  
22 Motion to Dismiss, and I believe that that was  
23 denied. And so again, we maintain that objection and  
24 we submit that it's not only res judicata but also  
25 collateral estoppel in that the -- even if

1 res judicata doesn't apply, that at the very least  
2 this is a specific issue that has been litigated that  
3 Transcom has already been determined to be an ESP and  
4 this shouldn't be relitigated.

5 So to your question, yes, we would  
6 maintain that objection, but for clarity and in light  
7 of the Commission's ruling already denying our Motion  
8 to Dismiss, we'll treat it as a continuing objection  
9 but not one that we're going to seek further ruling  
10 on because the Commission has already ruled on that  
11 question.

12 COMMISSIONER KENNEY: Okay. Thank you.  
13 That's the only question I had. Thank you very much.

14 MR. MAJOUÉ: Thank you.

15 JUDGE STEARLEY: All right. Opening  
16 statement of AT&T.

17 MR. BUB: Thank you, your Honor.  
18 Commissioners, my name is Leo Bub and I'm with AT&T  
19 in St. Louis, Missouri. And with me today is Dennis  
20 Friedman, our outside counsel from the Mayer Brown  
21 law firm in Chicago. Also with us today at counsel  
22 table is Tim McHugh. He's our legal intern in our  
23 St. Louis office and he's just completed his first  
24 year at Washington University Law School.

25 And we're here today to ask the

1 Commission's assistance in addressing a scheme that's  
2 been perpetrated by Halo that has cost local  
3 telephone companies in Missouri millions of dollars  
4 of unpaid access charges.

5 Now, they talk in terms of a business  
6 model in terms of an elephant, but what this is is a  
7 scheme simply to avoid the payment of access charges  
8 that are due under our tariffs; not only AT&T's  
9 tariffs, but the small companies' tariffs. They  
10 receive traffic from Halo actually that transits our  
11 network and terminates to them.

12 Now, our company, in unpaid access  
13 charges Missouri alone, is over two million dollars.  
14 They've paid us a much lower rate for wireless  
15 traffic called reciprocal compensation. That rate is  
16 dollar sign, dot, 0007, triple zeros and a seven.  
17 And another way to state it is dot 07 cents, less  
18 than a tenth of a cent.

19 Our normal intrastate terminating access  
20 rate is three cents, so they're paying us a much  
21 lower rate for this traffic that they claim is  
22 wireless carries behind us the small companies,  
23 they're being paid nothing.

24 And the scheme, plain and simple, is an  
25 access avoidance scheme, and these access charges are

1 contained in all of our lawful tariffs that are filed  
2 here at the Commission, approved, and they all have  
3 the force and effect of law. And just by calling  
4 something a different business model doesn't allow  
5 anyone to avoid the force and effect of law which are  
6 tariffs.

7 The bottom line here is that we are all  
8 asking the Commission for authorization to  
9 discontinue terminating calls on our networks for  
10 Halo. And what this case is all about is  
11 intercompany compensation. And if I can borrow one  
12 of Mr. Neinast's exhibits, it's MN 7.

13 JUDGE STEARLEY: And Mr. Bub, I know  
14 it's a little awkward with our videoconferencing with  
15 the Commissioners. You don't need to feel obligated  
16 to try and be facing multiple directions here to  
17 address. If you can --

18 MR. BUB: Okay. Commissioner, can you  
19 see that board or do I need to move it a little bit?

20 COMMISSIONER KENNEY: I think I'm good,  
21 I can see it.

22 MR. BUB: Okay. What this depicts --  
23 and this is a schedule from Mr. Neinast's  
24 testimony -- it just depicts a young child in  
25 California making a telephone call to her grandmother

1 in Missouri. And from the enduser's perspective, you  
2 know, they just dial the digits and the telephone  
3 call goes through. But behind the scenes there are  
4 often several telephone companies involved in  
5 completing that call, all transparent, all hidden  
6 from the enduser customer. All she does is dial the  
7 digits and she calls her grandmother. But behind the  
8 scenes, there are telephone companies that are  
9 involved in completing that call.

10 And when one telephone company uses  
11 another's network, compensation is owed for the use  
12 of that network, okay? And if we can all, you know,  
13 harken back to local calls and say a call within  
14 St. Louis, Missouri within the St. Louis exchange,  
15 you pay your telephone company a flat rate for  
16 unlimited local calling. And that's an example of  
17 just one telephone company, and they get the rates  
18 to their customer and provide the service.

19 Going a little further out, there may be  
20 interexchange calls where a call would go from one  
21 exchange to another, an interexchange call, also  
22 called local toll. And for that interexchange call,  
23 a toll charge would be assessed to the customer.

24 AT&T has numerous exchanges in the  
25 St. Louis area and beyond out into the rural areas.



1 So when one of our customers would call, say, from  
2 St. Louis to Fredericktown, you know, both AT&T  
3 exchanges, we would handle that call from beginning  
4 to end. Our customer would, of course, pay us the  
5 toll rate, but since there's only one telephone  
6 company involved, there's no intercompany  
7 compensation.

8 But now with the advent of multiple  
9 carriers, a customer in St. Louis, a landline  
10 enduser, could choose a different carrier to make  
11 that call. And an example might be MCI Verizon, an  
12 interexchange carrier. If MCI Verizon made that  
13 interexchange call from St. Louis to Fredericktown,  
14 MCI would carry the call to Fredericktown, but then  
15 they would need to use our local network to terminate  
16 that call to the called party's telephone.

17 And in that situation, MCI Verizon being  
18 an exchange carrier, would owe AT&T terminating  
19 compensation. And in that situation, it would be  
20 intrastate switched access charges. And those are  
21 the charges I described earlier that are on file here  
22 with the Commission.

23 And there are multiple elements of  
24 intrastate access charges, and we have carrier common  
25 line for the use of those for which we have local

1 switching for the use of the end office switch.  
2 There's mileage and that depends on how long we have  
3 to carry the call. And those interstate switched  
4 access charges are rated on a call-by-call basis.  
5 You know, depending on the call it could be a longer  
6 distance, so that charge could be higher or lower,  
7 and those are individually rated.

8           If that call were to go from St. Louis  
9 to, say, Steelville, Missouri, say, you know, an  
10 enduser might want to go on a canoe float in the  
11 Steelville and Huzzah area. Well, then, you're  
12 talking about a different local exchange company. It  
13 would be Steelville that has the Steelville exchange  
14 or the Huzzah exchange. And in that situation if it  
15 was an AT&T customer in St. Louis making the call,  
16 then we would carry the call to Steelville, pay the  
17 terminating switched access charges of Steelville,  
18 and that's in Steelville's tariffs.

19           If that call from St. Louis were carried  
20 by MCI Verizon and chosen by the customer as their  
21 interexchange carrier, then it would be MCI Verizon  
22 paying Steelville Telephone Company for those access  
23 charges. Steelville charges -- you know, smaller  
24 company, higher cost -- their access charges are, you  
25 know, quite a bit higher than ours.

1           Our intrastate switched access charge,  
2    as I mentioned, is three cents.  Theirs, probably in  
3    the five, six, seven, eight cents per minute range.  
4    And it just depends on the company.  They're all  
5    different, but they're all on file here in the  
6    Commission with the force and effect of law.

7           There are other types of access charges  
8    too.  If that call, instead of being a intrastate  
9    call, was an interstate, state-to-state, for example,  
10   Chicago to St. Louis, well, that would be another  
11   interstate access -- that would be another access  
12   charge, but it would be an interstate charge and that  
13   would be from the AT&T interstate tariffs that are on  
14   file with the FCC.  If it was a call from St. Louis  
15   to Steelville, then Steelville's interstate switched  
16   access charges would apply.

17           And these tariffs have been in effect  
18   for years and everything has worked fine.  Then along  
19   came wireless.  And that -- and this goes back years,  
20   probably, you know, late '80s, early '90s.  And at  
21   that time the local telephone companies wanted these  
22   same access charges for the termination of wireless  
23   calls.

24           But the FCC said no and the reason is  
25   that they wanted to encourage the development of this

1 industry. So they came up with a whole different, a  
2 more preferential compensation mechanism for wireless  
3 calls. And they base this on instead of the  
4 exchanges -- you know, in Missouri we have hundreds  
5 of small little exchanges -- they based it on more of  
6 a statistical demographic statistic called MTA or  
7 metropolitan trading area.

8 And essentially in Missouri, our state  
9 is divided into two MTAs. There's one for the  
10 St. Louis side, one for the Kansas City side.  
11 There's also a little bit of area in the north near  
12 Iowa that's part of an Iowa MTA, and there's a little  
13 bit of area toward the south as part of a smaller,  
14 more southern MTA. But for all intents and purposes,  
15 our state is divided in two.

16 If a wireless call crosses that MTA  
17 boundary, say, a call that would go from St. Louis to  
18 Kansas City, it would cross the MTA boundary and  
19 those same access charges that we described earlier  
20 would apply to that wireless -- to that terminating  
21 wireless call. But if the call is within the MTA,  
22 then that lower reciprocal comp rate, that 0007 rate  
23 that I mentioned earlier, that would apply.

24 And that would apply to a call that  
25 could go anywhere from two points within the MTA.

1 You know, we mentioned earlier a call -- a landline  
2 call that went from St. Louis to Fredericktown. If  
3 that was on the wireline side, if that was MCI  
4 Verizon making that call landline interexchange  
5 carrier, they would owe us approximately three cents  
6 per minute to terminate that call. But instead, if  
7 it was Verizon Wireless, the wireless company making  
8 that same call, then they would pay the 0007 rate,  
9 the reciprocal compensation rate.

10 Same thing if a Verizon Wireless  
11 customer in St. Louis would call up to Hannibal. Be  
12 0007 because it's still all within that St. Louis  
13 MTA. If a St. Louis Verizon Wireless customer would  
14 call down to Sikeston or Poplar Bluff or Cape  
15 Girardeau, still within the MTA, intraMTA rates  
16 apply, 0007.

17 If it was a call from Verizon Wireless  
18 to Steelville, Steelville has its own intraMTA rates.  
19 And these rates, unlike the access tariffs that we  
20 mentioned earlier, they're not set out in  
21 Commission-approved tariffs. Under the FCC's rules,  
22 that reciprocal compensation rate is to be negotiated  
23 between the parties.

24 And if the parties can't reach an  
25 appropriate rate, then that's something that goes to

1 the Missouri Public Service Commission or any other  
2 state commission for the purpose of arbitrating a  
3 rate, and then that rate is put into the contract  
4 filed with the Commission and approved. And in our  
5 case, we've agreed to the 0007 rate, and that's in  
6 our contract.

7 The small companies like Verizon  
8 Wireless and AT&T Mobility, they've reached an  
9 interconnection agreement with the small telephone  
10 companies, and in their agreements they have their  
11 own reciprocal compensation rates that are  
12 significantly lower than their individual switched  
13 access rates.

14 Now, it's this preferential scheme or  
15 this preferential system of wireless compensation,  
16 the lower reciprocal compensation rates that are  
17 allowed under the FCC's orders, those are at the  
18 heart of Halo's access avoidance scheme. When they  
19 came to Missouri, they represented themselves as a  
20 wireless carrier. They entered into a wireless  
21 interconnection agreement with AT&T and they  
22 connected to us as a wireless carrier. And it was  
23 all for the purpose of obtaining the lower reciprocal  
24 compensation rate, that 0007 rate.

25 These wireless interconnection

1 agreements are special. You know, they're not for  
2 landline traffic. Those are governed by our  
3 interconnection tariffs. These are individually  
4 negotiated with the wireless carriers. And  
5 specifically they allow only -- and I'm quoting  
6 here -- "Traffic originated through wireless transiting  
7 and receiving facilities." Now, that's a very  
8 important provision in these agreements, and this  
9 provision was added as an amendment to the agreement  
10 when Halo entered into it to highlight, to clarify  
11 the importance of that provision to the arrangement.

12           And that's a critical provision. It's  
13 the parties' intent that traffic under the wireless  
14 interconnection agreements is handled differently  
15 than landline traffic so that the FCC's rules can be  
16 implemented appropriately.

17           Remember when we talked about the  
18 wireline traffic, the landline long distance calls,  
19 them being rated on a call-by-call basis. Our  
20 billing system in that particular -- for those  
21 particular calls is set up to examine each of these  
22 calls to determine where they originated, where they  
23 terminated, how -- not only in the minutes of use,  
24 but also the length of transport to determine the  
25 particular charges due on that call.

1           Wireless calls are handled differently.  
2   Wireless calls in our agreement, they are -- they use  
3   factors to determine how much of this traffic is to  
4   be billed under the lower reciprocal compensation  
5   rate versus the access rates. And the wireless  
6   carriers tell us how much of their traffic is  
7   intraMTA so that it gets the lower rate versus  
8   interMTA. And in here in this case, Halo told us  
9   that all the traffic is intraMTA wireless.

10           So what our billing system does with  
11   that is it -- for all these calls that come in  
12   through our wireless carrier's trunk, you know, we  
13   count the calls, we count the minutes, but then  
14   instead of doing a call-by-call analysis to determine  
15   appropriate rates, we just look to the factors. And  
16   whatever factors are in the agreement, then we apply  
17   either the reciprocal compensation rate. Here it was  
18   100 percent. So nearly all their traffic we rated at  
19   that 0007 rate.

20           So what happened? Well, unlike startup  
21   wireless carriers where you expect them to take a  
22   while to get into the market, get customers and then  
23   traffic would gradually grow, their traffic came in a  
24   flood all at once. We're terminating for them about  
25   24 million minutes a month. That's hardly the amount



1 of traffic for a startup wireless carrier.

2 So we looked closely at it and we  
3 studied this and found that most of their traffic was  
4 not wireless but landline. We did a study this past  
5 spring, and that's described in Mr. Neinast's  
6 testimony, and found that 66 percent of the traffic  
7 was landline. And the results you can find in Mark  
8 Neinast's testimony, his direct testimony at  
9 Schedule MN 4.

10 Halo sending this landline-originated  
11 traffic clearly violates the very premise of the  
12 interconnection agreement which drives how traffic is  
13 to be handled and rated. And this breach is  
14 material. And under traditional contract principles,  
15 that conduct, that breach should excuse AT&T from  
16 further performance under the interconnection  
17 agreement, and that's the remedy that we seek here  
18 today.

19 It's critical that you examine and  
20 determine this contract question because that's where  
21 your jurisdiction with respect to the interconnection  
22 agreements lie. For those interconnection agreements  
23 that you've approved, your jurisdiction given to you  
24 by the FCC is to interpret those agreements and to  
25 enforce them.

1                   So what we're asking here is for you to  
2 find that the contract allows only  
3 wireless-originated traffic to be sent through our  
4 interconnection under this agreement. We're asking  
5 you to find that Halo breached that provision and  
6 that that breach was material. We're asking you to  
7 enforce the agreement by holding that that breach  
8 excuses AT&T from further performance.

9                   It's also critical to examine this  
10 contractual question and determine this issue because  
11 as a result of this breach and the misrepresentation  
12 of the character of this traffic, Halo failed to pay  
13 the appropriate access charges that are due on  
14 landline traffic. And that's the basis for our  
15 blocking or blocking request under the enhanced  
16 record exchange rule.

17                   Remember that they paid us the  
18 reciprocal compensation rate, the 0007, but that's  
19 not the applicable charges for landline interexchange  
20 traffic. That's our switched access rates in our  
21 tariffs that have the force and effect of law. They  
22 paid the small companies behind us nothing.

23                   So what does Halo say about this? Well,  
24 they say that their traffic is 100 percent wireless  
25 because of a wireless link that they put in their

1 transmission stream. And if I could borrow another  
2 one of the exhibits. We'll start out with MN 7.

3           You'll see the call coming from the  
4 child into Missouri first goes to Transcom. Transcom  
5 is Halo's only customer. They may have one other  
6 customer, but it's their primary customer. Nearly  
7 all their traffic comes from Transcom. Transcom has  
8 some wireless apparatus that they shoot the  
9 transmission through a radio signal about 150 feet  
10 through the air, up a tower where Halo catches it and  
11 then sends it on to the network.

12           Mr. Drause's rebuttal, RD 2, has a  
13 representative picture of a Halo Transcom site. On  
14 the side of this small shack, this building, you can  
15 see a little wireless gizmo right on the corner. And  
16 that shoots the traffic up to the top of the tower  
17 about 150 feet where Halo catches it and brings it  
18 down. And they say that this wireless link makes the  
19 whole call that began on a landline and ends on a  
20 landline, wireless.

21           This has already been examined by two  
22 tribunals; first the FCC and then the Tennessee  
23 Regulatory Authority. Same case, same facts. They  
24 both determined that -- like we all know, that the  
25 jurisdiction, the type of call is determined by the

1 beginning and end point, and just putting a little  
2 wireless link in the middle doesn't make the whole  
3 thing wireless, doesn't entitle you to the lower  
4 wireless reciprocal compensation rate.

5 Because on that call from California  
6 into Missouri, that would be the interstate switched  
7 access charges. If it was a landline interexchange  
8 call within the state, then it would be our  
9 intrastate switched access charges that reside here  
10 at the Missouri Commission that would apply.

11 Halo has a fallback position. They say,  
12 well, even if it isn't determined to be wireless,  
13 access charges still doesn't apply because their  
14 customer, Transcom, is an enhanced service provider  
15 and Transcom has enhanced this traffic before sending  
16 it onto Halo.

17 This is something if you need further  
18 information, I'd encourage you to ask our network  
19 witnesses Mark Neinast and Ray Drause about it.  
20 They address this claim and they point out that  
21 whatever Transcom claims it does, it does not from  
22 the endusers' perspective alter the fundamental  
23 character of the communication which is the test  
24 whether something has been enhanced.

25 It's still the same call in this example

1 from the child to the grandmother, conversation's the  
2 same, may be a little bit clearer, but that's just  
3 traditional conditioning that's been done for years  
4 by any telephone company to make the sound quality a  
5 little better.

6 The FCC and the Tennessee Regulatory  
7 Authority looked at this too. The FCC was fully  
8 aware of Transcom's claim to be an ASP and that this  
9 was somehow enhanced. They rejected it and so did  
10 the Tennessee Regulatory Authority.

11 And that's what we ask you to do here.  
12 Look at what the FCC said, look at what the Tennessee  
13 Regulatory Authority said in their opinion. They got  
14 it right. Exercise your jurisdiction here to  
15 interpret our interconnection agreement and enforce  
16 it. Find that the contract only allows  
17 wireless-originated traffic to be sent, find that  
18 Halo breached it and that material -- and that was a  
19 material breach entitling us to be excused from  
20 performance.

21 This scheme is costing Missouri  
22 telephone companies millions. As I indicated for us  
23 in Missouri, it's about two million dollars or more  
24 companywide because this is going on all across the  
25 country. We have 22 states that have the same

1 problem. Companywide it's over 23 million and it's  
2 growing to the tune of about 1.2 million a month for  
3 AT&T companywide.

4 As I said, the small companies behind  
5 us, they're getting nothing. Halo's sending a  
6 tremendous volume of traffic, 24 million minutes a  
7 month, and this needs to be stopped. And the best  
8 way to do it is to examine our contract, find that it  
9 was breached, breached materially, and relieve us of  
10 further performance.

11 We appreciate your expediting this case  
12 because this really needs to be addressed quickly and  
13 we would encourage you to continue this pace and to  
14 bring this case to a swift resolution. Thank you for  
15 your time.

16 JUDGE STEARLEY: Okay. Mr. Bub, if you  
17 would wait just a moment. Do the Commissioners have  
18 any questions?

19 COMMISSIONER KENNEY: I do.

20 MR. BUB: Yes, Commissioner.

21 COMMISSIONER KENNEY: It's similar --  
22 good morning and thank you. Similar to the question  
23 that I asked earlier about Transcom being or not  
24 being an enhanced service provider and that issue  
25 having already been litigated in the bankruptcy court

1 and at the Tennessee Regulatory Authority, what is  
2 AT&T's response that that issue has already been  
3 fully litigated and it's res judicata at least as to  
4 AT&T?

5 MR. BUB: Commissioner, we disagree with  
6 that. Dennis Friedman, my co-counsel, he's been  
7 involved in many of these cases and I'd like to have  
8 him respond to this question if that's acceptable.

9 COMMISSIONER KENNEY: Certainly. Thank  
10 you.

11 MR. FRIEDMAN: And shall I do it from  
12 here or shall I go to the podium?

13 MR. BUB: Why don't you come to the  
14 podium.

15 MR. FRIEDMAN: Good morning. How are  
16 you?

17 COMMISSIONER KENNEY: Good morning.  
18 Thank you. I mean well, thanks.

19 MR. FRIEDMAN: I actually will give a  
20 short answer. Actually, if anyone were bound by  
21 principles of res judicata or collateral estoppel, it  
22 is our view that it would be Halo that is bound by  
23 the decision in a case exactly identical to this  
24 case, the decision rendered by the Tennessee  
25 Regulatory Authority. And we expect that we will

1 have other state commission decisions in accord with  
2 that decision in short order before this Commission  
3 has occasion to rule.

4 We will, as we have in the other cases  
5 throughout the country, briefed the collateral  
6 estoppel issue. The short answer is that there was  
7 only -- basically there was one court in Texas, a  
8 bankruptcy court that did determine in a contested  
9 proceeding over AT&T Texas's objection, that Transcom  
10 was an ESP. This was I think in 2005.

11 That particular bankruptcy court  
12 decision was vacated on other grounds, but the  
13 vacatur of that decision, of course, renders it  
14 nonbinding. And of course, the vacatur of that  
15 decision meant that AT&T Texas could not appeal from  
16 it. So as a technical legal matter, AT&T's not bound  
17 by that decision.

18 Another bankruptcy judge in that same  
19 court picked up on and reiterated the first judge's  
20 rulings in a couple of later decisions I think  
21 approving a plan of reorganization. But in those  
22 proceedings, the question whether Transcom was an  
23 enhanced service provider was not actively litigated.

24 COMMISSIONER KENNEY: Okay.

25 MR. FRIEDMAN: But we will develop that



1 more fully in a legal brief.

2 COMMISSIONER KENNEY: Sure, no. Thank  
3 you. I appreciate that. That's very helpful.

4 MR. FRIEDMAN: Thank you.

5 COMMISSIONER KENNEY: That's the only  
6 question I had.

7 JUDGE STEARLEY: Commissioner Stoll, any  
8 questions?

9 COMMISSIONER STOLL: I have no  
10 questions.

11 MR. BUB: Thank you very much.

12 JUDGE STEARLEY: Thank you. Opening  
13 statement from Craw-Kan.

14 MR. ENGLAND: Thank you, your Honor. We  
15 too have a visual aid, and my partner tells me that  
16 we can actually do this via technology for the  
17 benefit of Commissioner Kenney who's watching on the  
18 web. We do have hard copies for the Commissioners  
19 here as well as the parties.

20 Judge, Commissioners, may it please the  
21 Commission, my name is Trip England. Our firm  
22 represents the -- 12 of the small telephone company  
23 respondents in this case. We've designated ourselves  
24 as the Craw-Kan Telephone Cooperative Group or et al.  
25 For purposes of brevity, I'll try to just refer to us

1 as Craw-Kan, et al.

2 These companies are small local exchange  
3 carriers or LECs serving rural areas of Missouri.  
4 Referencing the map that we've got on the screen and  
5 we've handed out, which is an MTIA, Missouri  
6 Telecommunications Industry Association, map, we have  
7 attempted to highlight in blue the exchange areas or  
8 serving areas of the various companies that we  
9 represent as well as the three companies that  
10 Mr. Johnson represents.

11 Overlaid on that map are the LATA  
12 boundaries which are delineated, I believe, with a  
13 red line. And then the MTA boundaries which Mr. Bub  
14 discussed in his opening statement, they are the  
15 black lines. As Mr. Bub correctly noted, the MTA  
16 boundaries in Missouri roughly divides the state in  
17 half, from north to south. The LATA boundaries are a  
18 little more complicated. There are roughly four in  
19 Missouri created as a result of divestiture. And  
20 again, they are delineated by the red lines on the  
21 map.

22 Our companies are sometimes referred to  
23 as rural exchange carriers or RLECs, and you'll hear  
24 that term from time to time. Our serving areas are  
25 highly rural, they are characterized by low density,

1 low subscribers per line mile. And as a result, they  
2 tend to have much higher costs for purposes of not  
3 only investment in their network but the maintenance  
4 of their network.

5           These companies rely heavily on revenues  
6 they receive from other carriers known as  
7 intercarrier compensation to help pay for these  
8 networks. As Mr. Bub indicated, the major source of  
9 intercarrier compensation is either access revenues  
10 or reciprocal compensation revenues that we receive  
11 from other carriers. As relates to this specific  
12 case, our clients received intercarrier compensation  
13 for all carriers who use their facilities with the  
14 notable exception of Halo.

15           This complaint involves the proposed  
16 blocking of traffic that Halo sends through AT&T and  
17 that is delivered to Craw-Kan, et al. for  
18 termination. The proposed blocking is being sought  
19 pursuant to the Commission's Enhanced Record Exchange  
20 Rules, ERE Rules. And notably it is not a complete  
21 block of their traffic. It will only prohibit Halo  
22 from using the wireless interconnection with AT&T to  
23 deliver its traffic over the LEC-to-LEC network which  
24 is what the Enhanced Record Exchange Rule addresses.

25           If Halo's traffic is blocked over this

1 network, they have alternative means for delivering  
2 this traffic to Craw-Kan, et al., and the ERE Rule  
3 identifies at least two of those alternatives. One  
4 would be to establish a direct connection with  
5 Craw-Kan, et al. or Halo could use the interexchange  
6 or Feature Group D network.

7 Now, the facts of this case, I believe,  
8 are straightforward and largely undisputed. Halo  
9 opted into an existing wireless interconnection  
10 agreement between Voice Stream, which is now  
11 T-Mobile, and AT&T. Craw-Kan, et al., we're not  
12 parties to this agreement nor were they given any  
13 notice by the parties to this agreement or from this  
14 Commission that this agreement had been executed and  
15 filed with the Missouri Public Service Commission.

16 Pursuant to that interconnection  
17 agreement, Halo was able to transit traffic through  
18 AT&T for termination to third-party carriers such as  
19 Craw-Kan, et al. Thus, Halo is indirectly  
20 interconnected with Craw-Kan, et al.

21 Pursuant to this interconnection  
22 agreement, Halo is also responsible for entering into  
23 agreements with third-party carriers such as  
24 Craw-Kan, et al., but Halo has never sought to enter  
25 into those agreements. The first Craw-Kan, et al.

1 became aware of the Halo traffic terminating to them  
2 was in the monthly wireless billing records that they  
3 receive from AT&T. These records summarize the  
4 wireless traffic that not only Halo delivers to  
5 Craw-Kan, et al., but traffic delivered by other  
6 wireless carriers.

7           These records are required by the  
8 Commission's Enhanced Record Exchange Rule. Once  
9 Craw-Kan, et al. realized they were receiving from  
10 Halo, they authorized our firm to send a request to  
11 Halo to begin negotiations pursuant to Sections 251  
12 and 252 of the Telecommunications Act of 1996 toward  
13 an interconnection agreement. However, Halo refused  
14 to negotiate primarily on its insistence that  
15 Craw-Kan, et al. must specifically request to  
16 interconnect despite the fact that Halo was already  
17 indirectly interconnected with these companies.

18           Halo is the only wireless carrier to  
19 refuse to negotiate with the Craw-Kan, et al. Group.  
20 Halo was the only wireless carrier to take the  
21 position that we must request an interconnection with  
22 them before they believed they had an obligation to  
23 negotiate or eventually arbitrate that  
24 interconnection agreement before this Commission.

25           Despite their suspicions that Halo's

1 traffic was not wireless, Craw-Kan and the other  
2 companies nevertheless prepared and sent invoices to  
3 Halo based on their wireless termination rates which  
4 were approved by this Commission in an arbitration  
5 case involving Cingular, now AT&T Mobility, and  
6 T-Mobile on the one hand and the Missouri small RLECs  
7 on the other hand, including Craw-Kan, et al. This  
8 was a 2006 case, and we've, I believe, provided a  
9 copy to the Commission as relevant authority.

10           These reciprocal compensation rates that  
11 the Commission established for wireless traffic are  
12 based on the FCC's total element long run incremental  
13 cost approach model, if you will, and they are the  
14 lowest intercarrier compensation rates that a carrier  
15 must pay to our companies in order to terminate the  
16 calls. To date, Halo has not paid anything to  
17 Craw-Kan or the other companies for the traffic that  
18 Halo terminates to them.

19           Craw-Kan also requested and received  
20 traffic studies from AT&T which shows that on  
21 average, 71 percent of the traffic transiting from  
22 Halo through AT&T to third-party carriers is  
23 landline-originated, interexchange traffic. And a  
24 substantial portion of that interexchange traffic is  
25 interLATA interexchange traffic. That would be

1 traffic from beginning in one point within a LATA to  
2 another point in another LATA.

3 By Halo's own admission, it was not  
4 providing originating caller identification  
5 information with its traffic as that term is defined  
6 by the Commission's ERE Rule until sometime after  
7 December 29th of 2011. As a result of these facts  
8 and actions, Craw-Kan requested that AT&T block  
9 Halo's traffic in accordance with the Commission's  
10 Enhanced Record Exchange Rules because Halo has  
11 failed to compensate Craw-Kan, et al. for the traffic  
12 it's terminating to them, Halo's sending interLATA  
13 wireline-originated traffic to these companies and  
14 Halo, at least until December 29th, 2011, had failed  
15 to deliver originating caller identification as  
16 required by the Commission's Enhanced Record Exchange  
17 Rule.

18 Now, the facts, as I said, I believe are  
19 straightforward and largely undisputed. What is  
20 disputed is how you apply the law to those facts.  
21 Mr. Majoue in his opening statement likens us to the  
22 blind man feeling their way around the elephant and  
23 not seeing the whole picture. I would disagree. I  
24 think a more appropriate analogy is the emperor has  
25 no clothes.

1                   Halo stands before you transparent,  
2    naked, if you will, in its efforts to deliver  
3    landline-originated traffic masquerading as wireless  
4    traffic. But they attempt to convince you somehow,  
5    despite your eyes, that they are wearing wireless  
6    and/or ESP clothes. That is simply not the case.  
7    Halo's legal arguments are nothing more than legal  
8    gamesmanship. Let's examine Halo's track record with  
9    respect to the -- to their arguments.

10                   First, in March of 2011 in response to  
11   the blocking of Halo's traffic by other Missouri  
12   RLECs in accordance with the Commission's Enhanced  
13   Record Exchange Rule, Halo filed a letter with the  
14   FCC, a very lengthy letter that will be in evidence  
15   before this is over, that requested the FCC to put  
16   this matter on its accelerated docket and handle  
17   their complaint on an accelerated basis.

18                   Included in this request by Halo were  
19   allegations that the blocking of Halo's traffic is  
20   strictly prohibited by FCC rules and that the  
21   Missouri Enhanced Record Exchange Rules, to the  
22   extent they allowed blocking, were preempted by  
23   federal law, some of the same issues they've  
24   presented in this case.

25                   After hearing from both parties, the FCC



1 in approximately June of 2011 refused to accept  
2 Halo's complaint on its accelerated docket schedule,  
3 but acknowledged that Halo was free to file a formal  
4 complaint with the FCC if it chose to do so.  
5 Significantly, Halo has not chosen to do so.

6 Next, in August of 2011, Halo sought to  
7 remove the complaint cases that were filed by the  
8 Missouri RLECs with the Missouri Public Service  
9 Commission, sought to remove those cases to the  
10 Federal District Court for the Western District of  
11 Missouri.

12 However, after briefing and hearing from  
13 both sides, in approximately December of 2011, Judge  
14 Laughrey remanded the complaint cases back to this  
15 Commission, finding that this Commission has the  
16 authority to regulate the subject matter of these  
17 disputes. In her decision, Judge Laughrey noted that  
18 her finding or conclusion was consistent with at  
19 least two other federal courts who heard similar  
20 removal cases in Tennessee and South Carolina.

21 In the late summer and early fall of  
22 2011, Halo filed ex partes with the FCC in its  
23 Connect America Fund, CAF, docket, seeking approval,  
24 if you will, of its wireless termination, traffic  
25 termination business plan.

1 Surprisingly, the FCC took -- took time  
2 in its nearly 500-page Connect America Fund order to  
3 specifically single out Halo and reject its  
4 wireless-in-the-middle access avoidance scheme.

5 Earlier this year, Halo's traffic  
6 termination practices were the subject of two  
7 complaint cases before the Tennessee Regulatory  
8 Authority. Mr. Bub has mentioned that to you. The  
9 facts, the legal arguments in those cases are very  
10 similar to those presented in this case.

11 And as Mr. Bub indicated, the Tennessee  
12 Regulatory Authority sadly rejected Halo's arguments,  
13 found in favor of AT&T Tennessee as well as the RLECs  
14 in Tennessee, and Halo's traffic now in Tennessee has  
15 been blocked.

16 Most recently another legal appeal by  
17 Halo sought to reverse the bankruptcy court's  
18 decision that the automatic stay of bankruptcy did  
19 not apply to Missouri Commission proceedings or State  
20 Commission proceedings like this one.

21 And very recently on June 18th of this  
22 year, the Fifth Circuit Court of Appeals affirmed  
23 Judge Rhodes' earlier decision that the automatic  
24 stay and bankruptcy does not apply, and denied Halo's  
25 appeal. In fact, in commenting on particular legal

1 arguments by Halo in that decision, the court said  
2 Halo waxes hyperbolic.

3 So if you're keeping score, and by the  
4 way, we are, Halo is at least 0 for 8 in trying to  
5 convince courts or regulatory commissions of its  
6 convoluted legal theories and positions.

7 We, like AT&T, submit that the FCC and  
8 the Tennessee Regulatory Authority's got it right  
9 and ask that the Commission reject Halo's complaint  
10 and allow Craw-Kan, et al. to block traffic  
11 pursuant to your Enhanced Record Exchange Rules.  
12 Thank you.

13 JUDGE STEARLEY: Thank you, Mr. England.  
14 Any questions from the Commissioners for Mr. England?

15 COMMISSIONER KENNEY: Did you say that  
16 the Fifth Circuit opinion used the phrase "waxes  
17 hyperbolic"?

18 MR. ENGLAND: Yes, sir.

19 COMMISSIONER KENNEY: Okay. That's a  
20 good turn of a phrase. Thank you.

21 COMMISSIONER STOLL: I have no  
22 questions, Judge.

23 JUDGE STEARLEY: Thank you, Mr. England.

24 MR. ENGLAND: Thank you.

25 JUDGE STEARLEY: Opening statements from

1 Alma, et al.

2 MR. JOHNSON: Thank you, your Honor.

3 May it please the Commissioners, my name is Craig  
4 Johnson. In this case I represent three of the RLECs  
5 who are similarly situated, if not identically  
6 situated to Mr. England's clients. Those three  
7 companies are Alma Telephone Company which operates a  
8 small single exchange in the town of Alma, about ten  
9 miles north of Concordia; MoKan Dial, Inc. Has some  
10 properties in Kansas but also operates a single  
11 exchange in Missouri called Freeman which is about  
12 20, 30 miles south of Kansas City on the  
13 Kansas/Missouri state line; and Choctaw Telephone  
14 Company operates a single exchange of Halltown which  
15 is about 20 miles down Interstate 44 from Springfield  
16 as you're going towards Joplin.

17 The first thing I would like to do is  
18 just concur totally in the opening statement that  
19 Mr. England gave, and I'm not going to duplicate any  
20 of that. It's been several years since I was in  
21 front of this Commission with a hotly contested  
22 telecommunications case.

23 And looking at the faces on the other  
24 side of the bench, I'm not sure any of them were  
25 there when we had that fight. So the thought occurs

1 to me that this may be some of yours' first  
2 opportunity to sink your teeth into a hotly contested  
3 telecommunications fight. Well, welcome to the arena  
4 that's been sliced and diced and complicated by the  
5 United States Congress and the FCC, two proportions  
6 that are -- defy recognition by the mortal man.

7 And in trying to think of your job here,  
8 the thing that kept coming back to me was, you have  
9 to decide whether the Halo traffic is properly the  
10 subject of an interconnection agreement or an IAC as  
11 Mr. Majoue called it. And Mr. England and Mr. Bub  
12 have described how the FCC set up MTAs and the  
13 process for establishing an interconnection  
14 agreement.

15 But being from the Show-Me State, I  
16 don't think that's a good enough explanation, and I  
17 want to give you one that I think's a little bit more  
18 in tune with the evidence as we apply it here in  
19 Missouri.

20 Have you ever heard of AT&T Mobility?  
21 Used to be AT&T Wireless, used to be Cingular. Have  
22 you ever heard of Verizon Wireless? Have you ever  
23 heard of T-Mobile? US Cellular? The answer is yes.  
24 We've all heard it, we know who they are. They have  
25 stores in our towns. They sell commercial mobile

1 radio service or wireless service to our neighbors  
2 and us.

3           They have towers not only up and down  
4 the highway, but they have towers around town. They  
5 have a signal. When you're out with your cell phone,  
6 you can pick up a signal and you can measure the bars  
7 and see how strong it is. And they have customers  
8 and their customers use their mobile phones while  
9 they're driving, while they're walking. And they  
10 call each other, they call mobile customers of  
11 different CMRS providers, and they call ILEC, AT&T,  
12 and the RLECs' landline customers. And our customers  
13 call them.

14           So if you are AT&T or if you're the  
15 Craw-Kan, et al. Group or the Alma, et al. Group, we  
16 know we have competition for our local customers that  
17 are presented by these wireless carriers. And as the  
18 federal government has set up this interconnection  
19 agreement process, it serves a purpose.

20           And the purpose is, it creates the  
21 mechanism by which we agree to interconnect and we  
22 agree to exchange traffic, and I emphasize the word  
23 exchange, because our customers, some of them are  
24 being stolen or competed away or marketed away from us  
25 by these wireless customers who now have cell phones.

1           Some of them cut the cord and got rid of  
2 their phone with us. Some of them bought the cell  
3 phone in addition to their landline phone and they  
4 still have both. I'm sure I don't have to tell any  
5 parent of a child with a cell phone that it's nice to  
6 be able to call them, or try to call them if they'll  
7 not ring you off, where they're going -- you like to  
8 communicate with them. But our job as phone  
9 companies is to interconnect and exchange this  
10 traffic. And that's what this interconnection  
11 agreement process or IAC process is designed to do.

12           And the essential ingredient of this  
13 process is that the CMRS provider has mobile  
14 customers that call the landline customers, that call  
15 each other, that are inside of these cell towers and  
16 have signals as they travel while they're using their  
17 phone. And our landline customers need to be able to  
18 call them while they're traveling.

19           So when you're deciding the evidence in  
20 this case, ask yourself a few questions: Is Halo  
21 providing commercial mobile radio service in  
22 Missouri? Have you ever heard of Halo Wireless's  
23 service? Do any of your friends or neighbors have a  
24 Halo Wireless phone? Do they have any towers in  
25 Missouri? Are they -- do they have any mobile

1 customers? Are those mobile customers calling the  
2 landline customers? Are our landline customers  
3 calling Halo's mobile customers?

4 I think when you get through with this  
5 case and you see the answers to those questions,  
6 you're going to agree with the position of the ILECs  
7 in this case and enter the relief that's requested by  
8 the ILECs in this case.

9 JUDGE STEARLEY: Thank you, Mr. Johnson.  
10 Any questions from the Commissioners?

11 COMMISSIONER KENNEY: No, thank you.

12 COMMISSIONER STOLL: I have no  
13 questions, Judge.

14 JUDGE STEARLEY: Opening statement from  
15 Staff.

16 MS. DALE: Good morning, and may it  
17 please the Commission, I'm Cully Dale, the senior  
18 counsel who represents telecommunications matters  
19 before the Commission. I would like to point out  
20 that I believe that this case is so simple that I can  
21 do my entire opening just from this three-by-five  
22 card. It really is a very, very simple case. You  
23 wouldn't know that looking at the mountains of  
24 testimony you have the luxury of wading through, but  
25 despite that huge amount of incomprehensible



1 technical jargon filed as testimony, it is mostly  
2 smoke and mirrors.

3           The case is very simple. Missouri has a  
4 unique rule that gives the recipient carrier the  
5 option of determining over which trunk certain  
6 traffic is delivered. In other words, the small  
7 companies have discretion to determine whether or not  
8 traffic is delivered over the LEC-to-LEC network or  
9 over the long distance network. It is their position  
10 that the traffic in question should go over the long  
11 distance network. It is their choice.

12           This case is so very simple. If the  
13 traffic is not delivered as the recipient carrier  
14 dictates, it may block one route and force the  
15 traffic onto the other route. That is the basis of  
16 the Enhanced Record Exchange Rule. The small  
17 companies who are receiving the traffic can decide  
18 that the wrong kind of traffic is coming over one of  
19 the networks and reroute it by an intercept message.  
20 We've all gotten it, "You cannot complete this call  
21 as dialed," blah, blah, blah. That pretty much is  
22 all this case is about.

23           There are a couple red herrings that are  
24 what make up most of the voluminous testimony. The  
25 first red herring is the bankruptcy. I think that

1 the Fifth Circuit opinion which is in EFIS at item  
2 No. 83 fully disposes of that issue. The second red  
3 herring which is so huge it might be a red whale or  
4 even a red elephant as we've heard so much about, is  
5 whether or not the insertion of VoIP, ESP, enhanced  
6 service permission, or commercial mobile radio  
7 service in the middle of a landline call somehow  
8 transforms that call into something besides a  
9 landline call. If it starts as a landline call and  
10 it ends as a landline call, the Staff's steadfast  
11 position is and has been and will continue to be that  
12 it is a landline call.

13 If you look at the FCC's opinion, the  
14 two pages that I have excerpted that are found at  
15 No. 86 in EFIS, you will read the FCC's agreement  
16 that that is exactly the case. Insertion of some  
17 other technology, bouncing it off the moon, doing  
18 whatever you want to do with it, does not change the  
19 nature of the call.

20 While we wait for your decision, there  
21 are two things that will be going on. One is that  
22 Halo will continue to get termination at preferential  
23 discriminatory rates. This preferential  
24 discriminatory treatment flies in the face of this  
25 Commission's most fundamental obligations, to ensure

1 that all users of these public services are charged  
2 the same rate for the same service under the same  
3 circumstances.

4 The second thing that will happen while  
5 we wait for the Commission's decision is that the  
6 rural LECs will continue to lose revenue. As you  
7 have heard ad nauseam this spring, they have had to  
8 change their access rates, raise their local rates,  
9 and OPC which is not in attendance, noted in one of  
10 its pleadings that the less access revenue those  
11 companies have, the more pressure is put on local  
12 rates. If the rural LECs don't get the money, there  
13 are only two places they can get it; their ratepayers  
14 and taxpayers, because they do get money from the  
15 Universal Service Fund and they get money from the  
16 rural utility service.

17 The question is, should the taxpayers be  
18 paying it, the ratepayers be paying it or should Halo  
19 be paying it? What you should look at, what you  
20 should spend your precious time on, Mr. Neinast  
21 attaches to his testimony 23 pages in M -- attachment  
22 MN 1 which is the Tennessee decision. I encourage  
23 you all to read that before you read anything else.  
24 If you read nothing else, read that.

25 The other thing I want to point out

1 before I close is Mr. Voight's expertise. He is the  
2 Staff witness in this case, and he is the technical  
3 person with whom we attorneys worked in drafting the  
4 Enhanced Record Exchange Rule. If you have questions  
5 about how it was intended to operate, technical  
6 questions about why certain words were chosen,  
7 Mr. Voight is capable of answering those questions.  
8 He was the Staff person who instigated the Enhanced  
9 Record Exchange Rule, foreseeing these sorts of  
10 problems coming, and enabling the technically unsavvy  
11 attorneys among us to actually come up with a rule  
12 that we can hope, at least in this case, works as it  
13 was intended. Thank you very much.

14 JUDGE STEARLEY: All right. Thank you,  
15 Ms. Dale. Any questions for Ms. Dale from the  
16 Commissioners?

17 COMMISSIONER KENNEY: No, thank you.

18 COMMISSIONER STOLL: I have no  
19 questions.

20 MS. DALE: Thank you.

21 JUDGE STEARLEY: All right. Halo, you  
22 may call your first witness. If someone would please  
23 take down AT&T's exhibit here so we don't hide the  
24 witness from the camera. Now, is this Mr. Wiseman or  
25 Mr. Johnson?

1 MR. WISEMAN: Wiseman.

2 (The witness was sworn.)

3 JUDGE STEARLEY: Thank you. And Halo,  
4 you may proceed.

5 DIRECT EXAMINATION BY MR. MAJOUÉ:

6 Q. Mr. Wiseman, can you state your full  
7 name for the record, please.

8 A. Russell Wiseman.

9 Q. And have you caused to be prepared  
10 prefiled direct and rebuttal testimony for purposes  
11 of this case?

12 A. I have.

13 Q. Was this testimony prepared by you or  
14 under your direction and control?

15 A. It was.

16 Q. Is the information contained in your  
17 prefiled direct and rebuttal testimony true and  
18 correct to the best of your knowledge and belief?

19 A. It is.

20 Q. If I were to ask you the same questions  
21 as appear in your prefiled direct and rebuttal  
22 testimony today live while you are on the stand,  
23 would your answers be the same?

24 A. They would be.

25 Q. Do you have any corrections or

1 amendments that you need to make to your testimony?

2 A. No.

3 MR. MAJOUÉ: Halo offers the direct and  
4 rebuttal testimony of Russell Wiseman into evidence.

5 JUDGE STEARLEY: All right. I believe I  
6 had asked the parties in our procedural order to  
7 prenumber their exhibits and prepare exhibit lists.  
8 I'm assuming these would be Halo Exhibits Nos. 1 and  
9 2; is that correct, Counsel?

10 MR. MAJOUÉ: Well, your Honor, my  
11 understanding was that the testimony, since it was  
12 already filed, wouldn't be an additional exhibit or  
13 we could do it as Halo Exhibit A.

14 JUDGE STEARLEY: I just need them numbered.

15 MR. MAJOUÉ: Okay. And I have a list of  
16 exhibits that we do intend to offer, so...

17 JUDGE STEARLEY: Okay. So do you want  
18 to call this Exhibit A and B?

19 MR. MAJOUÉ: Yes.

20 JUDGE STEARLEY: All right. Any  
21 objections to admission of Halo's Exhibits A and B?

22 (NO RESPONSE.)

23 JUDGE STEARLEY: Hearing none, they  
24 should be received and admitted into the record.

25 (HALO EXHIBITS A AND B WERE RECEIVED

1 INTO EVIDENCE AND MADE A PART OF THE RECORD.)

2 JUDGE STEARLEY: And Counselor, do you  
3 have copies? If we're going to be marking these, our  
4 court reporter's going to need to keep these straight  
5 for when they're filed with the transcript, so if you  
6 could give copies to the court reporter. And we'll  
7 need time to mark them.

8 MR. BUB: Excuse me, your Honor.

9 JUDGE STEARLEY: Yes.

10 MR. BUB: Would it be productive for us  
11 to go off the record and mark all the exhibits; that  
12 way we have them all lined up?

13 JUDGE STEARLEY: If you'd like to do  
14 that, that would make things more expedient for our  
15 court reporter.

16 MR. BUB: And it might give her fingers  
17 a break too.

18 JUDGE STEARLEY: All right. Very good.  
19 Why don't we do that. We'll go off the record for a  
20 moment and parties and counsel can get all their  
21 exhibits together and get them marked with our court  
22 reporter.

23 (DISCUSSION HELD OFF THE RECORD.)

24 (AT&T EXHIBIT NOS. 1, 2, 3, 4 AND 5 WERE  
25 MARKED FOR IDENTIFICATION BY THE COURT REPORTER.)

1 (ALMA, ET AL. EXHIBIT NOS. 1 AND 2 WERE  
2 MARKED FOR IDENTIFICATION BY THE COURT REPORTER.)

3 (STAFF EXHIBIT NOS. 1 AND 2 WERE MARKED  
4 FOR IDENTIFICATION BY THE COURT REPORTER.)

5 (CRAW-KAN, ET AL. EXHIBIT NOS. 1 NP  
6 THROUGH 10 NP AND 1 P THROUGH 10 P WERE MARKED FOR  
7 IDENTIFICATION BY THE COURT REPORTER.)

8 (HALO EXHIBITS A, B, C AND D WERE MARKED  
9 FOR IDENTIFICATION BY THE COURT REPORTER.)

10 JUDGE STEARLEY: All right. We are back  
11 from our intermission to mark exhibits. Mr. Russ  
12 Wiseman is on the stand and he has been sworn, and I  
13 remind you that you're under oath, Mr. Wiseman.

14 THE WITNESS: Yes, sir.

15 MR. MAJOUE: Permission to approach,  
16 your Honor?

17 JUDGE STEARLEY: Permission granted.

18 MR. MAJOUE: I'm handing out what's been  
19 marked as Halo Exhibit 2 for identification.

20 MS. DALE: Excuse me, Judge.

21 JUDGE STEARLEY: Now, I was going to  
22 say, I think we're off our usual procedure here.

23 MS. DALE: Yes.

24 JUDGE STEARLEY: Normally once prefiled  
25 testimony is offered, we move to cross-examination;



1 the direct testimony component is complete. And it  
2 appears that you're trying to supplement the prefiled  
3 direct testimony. Is that --

4 MR. MAJOUE: Well, I'm not trying to --

5 MS. DALE: I think the next words out of  
6 your mouth should be, "I tender the witness for  
7 cross."

8 MR. MAJOUE: Well, and that's what we  
9 intend to do. I'm merely offering this because I  
10 know it is something that has come up and it's been,  
11 I guess, attached to our pleadings and things like  
12 that and has been raised on cross-examination and  
13 rebuttal by the various other witnesses. So I'm just  
14 putting it in there for the record and then I'm  
15 tendering the witness.

16 MS. DALE: Let's just see if it comes up  
17 before you -- there has been no cross-examination.  
18 There may have been rebuttal on it, but in light of  
19 the fact that cross -- that direct -- redirect is  
20 limited to cross, we have no idea whether it will  
21 come up.

22 MR. MAJOUE: Okay. And we're fine with  
23 holding it if necessary until it -- if it comes up or  
24 is implicated in redirect. I mean, if you want to  
25 wait.

1 MS. DALE: Yes, please.

2 MR. MAJOUÉ: Okay. I'm completely fine  
3 with that. So we tender the witness for  
4 cross-examination.

5 JUDGE STEARLEY: All right. Very good.

6 THE COURT REPORTER: So, your Honor, I  
7 don't need to mark this exhibit? Because it hasn't  
8 been marked.

9 MR. MAJOUÉ: Not yet.

10 JUDGE STEARLEY: That's correct.

11 THE COURT REPORTER: Mr. Majoué, would  
12 you like to have that back?

13 JUDGE STEARLEY: And I understand Halo  
14 is a new player to our arena, so --

15 MR. MAJOUÉ: All right. So we tender  
16 the witness for cross-examination.

17 JUDGE STEARLEY: Thank you, Ms. Dale.  
18 Cross-examination by AT&T.

19 MR. BUB: Thank you, your Honor. If  
20 it's okay, I'd like to do it from here.

21 JUDGE STEARLEY: You certainly may.

22 CROSS-EXAMINATION BY MR. BUB:

23 Q. Mr. Wiseman, can you hear me okay?

24 A. I can. Could you just tell me your  
25 name?

1 Q. Leo Bub.

2 A. Leo Bub. Okay. Thank you.

3 Q. In-house attorney with AT&T, St. Louis.

4 JUDGE STEARLEY: Mr. Bub, let me stop  
5 you just real quickly one moment. I did want to make  
6 sure all the parties were aware. I should have  
7 announced this earlier, but Commissioner Jarrett is  
8 viewing this remotely as well, so I did want to let  
9 you know while his face is not up here on the bench,  
10 he is here.

11 MR. BUB: Thank you very much. We'll do  
12 our best to try and speak into the microphone so all  
13 those listening on the web can hear.

14 JUDGE STEARLEY: Exactly. Please  
15 proceed.

16 BY MR. BUB:

17 Q. Mr. Wiseman, does Halo Wireless provide  
18 Transcom with interstate telecommunications services?

19 A. Did you say interstate?

20 Q. Inter, correct.

21 A. Halo provides telecommunications  
22 exchange services to Transcom. I don't know whether  
23 I would define them as interstate or intrastate in  
24 nature. That's a legal characterization, but we  
25 provide telecommunications exchange services.

1 Q. Let me show you a diagram.

2 A. Sure.

3 Q. This is schedule MN 7 from Mark  
4 Neinast's direct testimony. You've seen this?

5 A. I have, yes.

6 JUDGE STEARLEY: Mr. Bub, if you would  
7 just approach the witness stand and turn that outward  
8 so our remote viewers can see which one you're  
9 referring to. You can continue with your  
10 questioning.

11 BY MR. BUB:

12 Q. This diagram depicts a communication  
13 coming into Transcom, and at that point Transcom  
14 sends it wirelessly to Halo. And that's your  
15 contention, right?

16 A. That last part is correct.

17 Q. And that it's Transcom within the state  
18 of Missouri within the MTA originates a new call when  
19 it gives it to Halo, right?

20 A. Originates it for communication at the  
21 Halo tower.

22 Q. Okay. And in this particular case after  
23 it receives it, Halo then sends it to AT&T and then  
24 it gets terminated to the enduser; is that correct?

25 A. Correct.

1           **Q.       And in this particular case, is Halo**  
2 **providing an interstate telecommunications service to**  
3 **Transcom?**

4           A.       It depends on the state and MTA  
5 boundaries whether that call would originate and  
6 terminate in a different state. It depends on the  
7 MTA boundaries. So we're providing a wireless  
8 MTA-based exchange service that conforms to MTA  
9 boundaries. As we all know, MTA boundaries in some  
10 cases cross state boundaries and some cases they  
11 don't. We're not providing a defined, tariffed  
12 interstate service. We handle the calls on an MTA  
13 basis.

14          **Q.       Okay. Well, let's put some definition**  
15 **on this.**

16          A.       Sure.

17          **Q.       Even though this picture is -- with the**  
18 **grandmother is covering the whole state of Missouri,**  
19 **for the purpose of this question, let's agree that**  
20 **the grandmother is in Kansas City, Missouri.**

21                   JUDGE STEARLEY: And Mr. Bub, if you'd  
22 like to make use of that easel and get that behind  
23 Mr. Wiseman, I think it will appear better on our  
24 webcast. So by all means, feel free.

25                   MR. BUB: Okay. Thank you.

1 BY MR. BUB:

2 Q. Let's go back just to make sure  
3 everyone's able to hear. If we can agree that the  
4 grandmother is in Kansas City, Missouri in the Kansas  
5 City side of the state within the Kansas City MTA.  
6 Can we agree to that?

7 A. I'm following so far.

8 Q. Okay. And that Halo's -- Transcom's and  
9 Halo's equipment, the wireless equipment that  
10 Transcom uses to send that communication wirelessly  
11 to Halo's tower, also is in the Kansas City MTA.

12 A. In this case it's actually in the state  
13 of Kansas.

14 Q. Okay. But still within the Kansas City  
15 MTA.

16 A. I'm with you so far.

17 Q. Okay. In that particular situation,  
18 would Halo be providing an interstate  
19 telecommunication service to Transcom?

20 A. We -- in that case Transcom would be  
21 originating traffic with us at the Kansas City tower  
22 in Junction City and -- and we would be handling  
23 that -- that call on behalf of Transcom and  
24 terminating it wherever it would happen to terminate  
25 as long as it was still in the Kansas City MTA --

1 Q. And the grandmother --

2 A. -- including if that was in Missouri.

3 Q. Okay. And the grandmother is in Kansas  
4 City, so you have the tower in Junction City, Kansas,  
5 the grandmother in Kansas City, Missouri?

6 A. Correct.

7 Q. In that situation would Halo be  
8 providing a interstate telecommunication service to  
9 Transcom?

10 A. In that case as far as Halo is concerned,  
11 I would say it is providing an interMTA service. It  
12 would be up to you as lawyers to decide whether  
13 that's an interstate service or not. That's a LEC  
14 term that we -- I don't apply to a wireless service.

15 Q. Let's take it to the other side of the  
16 state, then, in St. Louis. And maybe this will be a  
17 little bit easier because we really won't have a  
18 state boundary. On the St. Louis side, where is Halo  
19 and Transcom's equipment located, the wireless --

20 A. In Wentzville, Missouri.

21 Q. In Wentzville. Okay. If that  
22 grandmother was located in Wentzville --

23 A. Uh-huh.

24 Q. -- and Halo would then send that -- I  
25 guess Transcom would send that communication

1 wirelessly to Halo, all occurring at those facilities  
2 in Wentzville. And let's make it easier. The  
3 grandmother is in Wentzville. Would that be Halo  
4 providing Transcom interstate telecommunication  
5 service?

6 A. My answer would be the same. It would  
7 still be considered an intraMTA call, and then the  
8 application of an intrastate or intrastate  
9 characterization of that call would not be within the  
10 context of a wireless service. But even if you put  
11 that aside, my understanding of the scenario you  
12 described was a call originated in Missouri  
13 somewhere, using AT&T's application of the term  
14 originated, came over the Transcom wireless facility,  
15 came over the Halo tower and then terminated at some  
16 AT&T tandem in the St. Louis MTA in the state of  
17 Missouri in that LATA, in this case I think we're  
18 talking about LATA 520.

19 Q. St. Louis?

20 A. So in that case, all of the  
21 communication has occurred in the state of Missouri.  
22 So I don't know how you'd get an interstate  
23 definition out of that, but --

24 Q. Thank you.

25 A. Uh-huh, you're welcome.



1           **Q.       Does Halo provide Transcom foreign**  
2 **telecommunication service?**

3           A.       I'm not sure what that means, sir.

4           **Q.       Non U.S.**

5           A.       No.

6           **Q.       Okay. Thank you.**

7           A.       You're welcome.

8                   MR. BUB: We have no further questions,  
9 your Honor.

10                   JUDGE STEARLEY: All right. Thank you,  
11 Mr. Bub. Cross-examination from Craw-Kan.

12                   MR. ENGLAND: No questions, your Honor.

13                   JUDGE STEARLEY: From Alma?

14 CROSS-EXAMINATION BY MR. JOHNSON:

15           **Q.       Mr. Wiseman, does that Transcom wireless**  
16 **facility in Junction City, Kansas, does it move every**  
17 **day?**

18           A.       Which wireless facility are you --  
19 first, can I get your name so I can --

20           **Q.       It's Craig Johnson.**

21           A.       Craig Johnson, Mr. Johnson. So which  
22 wireless facility are you referring to?

23           **Q.       You just referred to the Transcom**  
24 **wireless facility at the base station in Junction**  
25 **City, Kansas. I don't know what that piece of**

1 equipment is. My question to you is, does it  
2 ordinarily move?

3 A. Does their specific CPE move every day?

4 Q. Yes.

5 A. No.

6 MR. JOHNSON: Thank you. That's all I  
7 have.

8 JUDGE STEARLEY: All right.

9 Cross-examination from Staff?

10 CROSS-EXAMINATION BY MS. DALE:

11 Q. My name is Cully Dale just so that you  
12 know.

13 A. Thank you.

14 Q. I just have a few questions. When you  
15 receive calls from Transcom, do you ever alter -- did  
16 you ever alter those call records? Did you -- well,  
17 let me let you answer first.

18 A. I'm not sure I understand the question,  
19 Ms. Dale.

20 Q. Did you ever populate any fields that  
21 were not populated on those forms or on the -- not  
22 really forms. They're -- on the signaling  
23 information that goes along with the call, did you  
24 ever populate any unpopulated fields, Halo?

25 A. Halo typically -- our practice --

1 JUDGE STEARLEY: Let me interrupt here  
2 for just a moment. I'm going to caution counsel and  
3 anyone in the gallery, I don't expect to see any  
4 head-nodding, mouthing of answers or cues being  
5 signaled to this witness. Is that clear?

6 You may proceed, Ms. Dale.

7 MS. DALE: Thank you.

8 THE WITNESS: Okay. So I think  
9 you're -- you're referring to the signaling records  
10 that we send to AT&T?

11 BY MS. DALE:

12 Q. Yes.

13 A. So our practice prior to December 29th  
14 of 2011 was to insert a charge number designating  
15 Transcom as the responsible -- financially  
16 responsible party for that call. We did not at any  
17 time modify any other components of those call  
18 signaling records, including CPN or called number.

19 Q. Okay.

20 A. Simply an insertion of a charge number  
21 to designate Transcom as the financially responsible  
22 party for the call.

23 Q. Okay. Thank you.

24 A. You're welcome.

25 Q. Earlier you said that you provide

1     **telecommunications exchange services in Missouri; is**  
2     **that true?**

3             A.       That's the service that -- what we call  
4     the high-volume service that we provide to Transcom.

5             **Q.       Why are you not certificated if you**  
6     **provide telecommunications exchange services?**

7             A.       Because we're a CMRS provider, and our  
8     understanding is we're not required to be  
9     certificated for that wireless exchange service.

10            MS. DALE: I have no further questions.  
11   Thank you.

12            JUDGE STEARLEY: Thank you, Ms. Dale. I  
13   have a question from Commissioner Jarrett.  
14   Mr. Wiseman, are you familiar with the Tennessee  
15   case?

16            THE WITNESS: Yes, sir.

17            JUDGE STEARLEY: Has Halo appealed that  
18   decision or is that a final decision?

19            THE WITNESS: No, we have appealed that  
20   decision.

21            JUDGE STEARLEY: Okay. Where is that  
22   pending at this point?

23            THE WITNESS: I'm sorry, I do not know.

24            JUDGE STEARLEY: Okay. If counsel can  
25   inform us.

1 MR. MAJOUE: It's in the Middle District  
2 of Tennessee.

3 JUDGE STEARLEY: All right. Thank you.  
4 If you have a case number for that, if you could  
5 submit it to us at some point before the conclusion  
6 of this hearing, it would be appreciated.

7 All right. Are there questions from  
8 other Commissioners?

9 COMMISSIONER KENNEY: No, thank you.

10 JUDGE STEARLEY: Commissioner Stoll?

11 COMMISSIONER STOLL: No, I have no  
12 questions, Judge.

13 JUDGE STEARLEY: All right. Any recross  
14 based upon the one question I asked for Commissioner  
15 Jarrett?

16 (NO RESPONSE.)

17 JUDGE STEARLEY: Hearing none, redirect.

18 REDIRECT EXAMINATION BY MR. MAJOUE:

19 Q. Mr. Wiseman, Ms. Dale asked you about  
20 why you were not certificated in Missouri, and you  
21 indicated because you were licensed as a CMRS by the  
22 FCC; is that correct?

23 A. Correct.

24 Q. And when you applied to become a CMRS  
25 provider with the FCC, did they send you an

1 authorization to be a CMRS provider?

2 A. Yes. We filed with the FCC for radio  
3 station authorization that granted us the right to  
4 provide interconnected common carrier services in the  
5 3650 band.

6 MR. MAJOUE: Permission to approach,  
7 your Honor?

8 JUDGE STEARLEY: You may.

9 (HALO EXHIBIT NO. 2 WAS MARKED FOR  
10 IDENTIFICATION BY THE COURT REPORTER.)

11 BY MR. BUB:

12 Q. Mr. Wiseman, do you have before you  
13 what's been marked as Halo Exhibit 2 for  
14 identification?

15 A. I do.

16 Q. Can you tell me what that is?

17 A. That's the FCC-granted radio station  
18 authorization permitting Halo to operate and provide  
19 common carrier interconnected services in the 3650  
20 band.

21 Q. All right. And that radio service  
22 authorization was directed to your attention,  
23 correct?

24 A. Correct.

25 Q. And that's a true and correct copy of

1 the RSA that you received from the FCC?

2 A. It is.

3 MR. MAJOUÉ: Halo offers Halo Exhibit 2  
4 into evidence.

5 JUDGE STEARLEY: All right. Any  
6 objections to Halo Exhibit No. 2?

7 (NO RESPONSE.)

8 JUDGE STEARLEY: Hearing none, it shall  
9 be received and admitted into the record.

10 (HALO EXHIBIT NO. 2 WAS RECEIVED INTO  
11 EVIDENCE AND MADE A PART OF THE RECORD.)

12 MR. MAJOUÉ: And Halo has no further  
13 redirect.

14 JUDGE STEARLEY: All right.  
15 Mr. Wiseman, you may step down. I am not going to  
16 finally excuse you at this time, however, in case the  
17 Commissioners would decide and want to ask you some  
18 additional questions.

19 THE WITNESS: Understood.

20 JUDGE STEARLEY: And Halo, you may call  
21 your next witness.

22 MR. McCOLLOUGH: Halo calls Robert  
23 Johnson.

24 (The witness was sworn.)

25 JUDGE STEARLEY: Thank you. You may be

1 seated and you may proceed.

2 DIRECT EXAMINATION BY MR. MCCOLLOUGH:

3 Q. Good morning, Mr. Johnson.

4 A. Good morning.

5 Q. Could you please state your name again  
6 for the record.

7 A. It's Robert Johnson.

8 Q. By whom are you employed and in what  
9 capacity?

10 A. I'm the president of Ameliowave,  
11 Incorporated. It's a consulting and software  
12 development practice, and I run that.

13 Q. And who are you appearing for today?

14 A. I'm representing Transcom Enhanced  
15 Services, Inc as a corporate witness.

16 Q. Did you cause to be prepared some direct  
17 and rebuttal prefiled testimony now marked Halo  
18 Exhibits C and D?

19 A. I did.

20 Q. Was that testimony prepared by you or  
21 under your direction and control?

22 A. It was.

23 Q. Was the information -- is the  
24 information contained in Halo Exhibits C and D true  
25 and correct to the best of your knowledge and belief?



1           A.       It is.

2           Q.       If I were to ask you the same questions  
3 as appear on Halo Exhibit C and D today live on the  
4 stand, would your answers be the same?

5           A.       They would.

6           Q.       Do you have any corrections or additions  
7 that need to be made to Halo Exhibits C or D?

8           A.       I do not.

9                   MR. McCOLLOUGH: Offer Halo Exhibits C  
10 and D.

11                   JUDGE STEARLEY: All right. Any  
12 objection to Halo Exhibits C and D?

13                           (NO RESPONSE.)

14                   JUDGE STEARLEY: Hearing none, they  
15 shall be received and admitted into the record.

16                           (HALO EXHIBIT C AND D WERE RECEIVED INTO  
17 EVIDENCE AND MADE A PART OF THE RECORD.)

18                   MR. McCOLLOUGH: I tender the witness  
19 for cross.

20                   JUDGE STEARLEY: Cross-examination,  
21 AT&T.

22                   MR. FRIEDMAN: AT&T has no questions on  
23 cross-examination at this time.

24                   JUDGE STEARLEY: Cross-examination from  
25 Kan-Craw.

1 MR. ENGLAND: No, your Honor.

2 JUDGE STEARLEY: Craw-Kan.

3 MR. ENGLAND: Nor them either.

4 JUDGE STEARLEY: By the end of this  
5 hearing, I'll get that correct, I'm sure.

6 And from Alma?

7 MR. JOHNSON: No, thank you, your Honor.

8 JUDGE STEARLEY: From Staff?

9 MS. DALE: Just a few.

10 CROSS-EXAMINATION BY MS. DALE:

11 Q. In your direct testimony on page 22,  
12 line 17, you talk about negotiating product contracts  
13 on a case-by-case basis. Do you have customers --  
14 does Transcom have customers other than Halo?

15 A. I -- I hope I understand your question.  
16 Transcom has many customers for its enhanced  
17 services.

18 Q. Is AT&T a customer?

19 A. No, ma'am.

20 Q. McLeod?

21 A. I'm not fully versed with the customer  
22 list. I'm not sure if they're on the list or not.

23 Q. CenturyLink?

24 A. Again, I'm not sure.

25 Q. Transcom -- according to your direct

1 testimony on page 23, line 5, Transcom buys  
2 telecommunications from carriers usually from  
3 exchange carriers such as the CLEC. Can you tell me  
4 who some of those CLECs are?

5 MR. McCOLLOUGH: I'm going to object,  
6 your Honor, to any disclosure of vendors,  
7 particularly alternative vendors besides Halo of  
8 exchange services, especially in an open session.  
9 That is commercially sensitive information. If need  
10 be, I can protect the witness on voir dire and prove  
11 it up as commercially-sensitive trade secret.

12 JUDGE STEARLEY: We can go -- we can go  
13 in-camera.

14 MS. DALE: Let's first find --

15 BY MS. DALE:

16 Q. Do you know the answer?

17 A. I'm sorry. What was the question?

18 Q. The question had to do with CLECs that  
19 Transcom purchases services from. Do you know?

20 A. I can -- I can name at least one vendor  
21 under closed session. I've done that before.

22 Q. All right.

23 JUDGE STEARLEY: We'll go in-camera,  
24 please. Anyone needs to be cleared from the gallery,  
25 now's the time to do that.

1 MR. ENGLAND: Yes, your Honor, we need  
2 to clear some folks so it may take a minute.

3 (Reporter's Note: At this point, an  
4 in-camera session was held, which is contained in  
5 Volume 3, pages 115 through 117 of the transcript.)

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1 JUDGE STEARLEY: All right. We are back  
2 in public forum, and you may proceed with your  
3 question, Ms. Dale.

4 CROSS-EXAMINATION (CONTINUED) BY MS. DALE:

5 Q. So my question is, does Transcom provide  
6 interconnected VoIP services anywhere in the United  
7 States?

8 A. I understand there's an FCC definition  
9 for that, and I don't believe that Transcom would  
10 meet that definition. It provides enhanced services  
11 which I believe meet a different definition. I'm not  
12 a lawyer, but that's my understanding.

13 Q. Could you describe the service it does  
14 provide?

15 A. Certainly. The enhanced service that  
16 Transcom provides, traffic is delivered to Transcom  
17 by customers. Transcom enhances the audio --  
18 actually extracts the voice information and then  
19 processes that and actually creates a new copy of  
20 that voice information and eliminates some of the  
21 background components of that. And that enhancement  
22 is done in the enhanced service platform, and then  
23 Transcom initiates or originates a further  
24 communication to deliver that now enhanced traffic  
25 somewhere else.

1           **Q.       So if I understand it, are you saying**  
2 **that you receive voice communications?**

3           A.       Transcom receives traffic and the  
4 presumption with the enhanced service is that --

5           **Q.       Okay. This is a yes/no question. Do**  
6 **you receive voice communications?**

7           A.       Transcom receives digital information  
8 in --

9           **Q.       One more time.**

10          A.       I'm sorry.

11          **Q.       In either digital form or analog form,**  
12 **does Transcom receive voice communications?**

13          A.       I'm sorry. I'm an engineer so it's  
14 difficult for me to answer that question without  
15 giving some amount of technical explanation to that.

16          **Q.       So you don't know if it's voice or**  
17 **photographs or movies or you don't know if it's...**

18          A.       Bits are bits, and so what I was going  
19 to tell you was that we receive these digital bits  
20 and we assume that it's a voice communication because  
21 the enhancements are designed around voice  
22 communications. So we have to assume that the bits  
23 that we receive contain voice.

24          **Q.       Okay. But explain to me why you don't**  
25 **believe that service constitutes a Voice over**

1 **Internet Protocol service.**

2 A. The phrase that you used was  
3 interconnected VoIP service, and I said that I  
4 believe that there was an FCC definition for that.

5 **Q. Okay.**

6 A. And again, I'm not a lawyer, but my  
7 understanding is that that definition doesn't apply  
8 to the enhancements that --

9 **Q. Okay. Well --**

10 A. -- in the enhanced service that Transcom  
11 offers.

12 **Q. Let's -- let's disregard the**  
13 **interconnected VoIP because it's a term we use here.**  
14 **But let's focus on Voice over Internet Protocol. Do**  
15 **you provide that service?**

16 A. So the enhancements are actually  
17 provided in a piece of equipment, and that piece of  
18 equipment, if it's originating a further  
19 communication via IP, would put those communications  
20 in IP packets. So if it's -- we assume it's voice  
21 that we receive, it's voice that we enhance, the new  
22 communication, the new content is originated over IP,  
23 then that is voice information contained in IP. So  
24 from that perspective, that would be Voice over IP.

25 **Q. So you -- you don't take exception to**

1 the Voice over Internet Protocol part, but you do  
2 have a contention with the interconnected part  
3 because you believe that that's a term of art that  
4 excludes what you provide?

5 A. Well, and we -- you and I practice two  
6 different arts. In the engineering art, VoIP is a  
7 technology, and yes, VoIP is a technology that we  
8 occasionally use. Interconnected VoIP is a term of  
9 art in a legal sense, my understanding, and I don't  
10 know that that applies.

11 MS. DALE: Okay. Thank you. I have no  
12 further questions.

13 JUDGE STEARLEY: All right, Ms. Dale.  
14 Questions from the bench? Commissioner Kenney?

15 COMMISSIONER KENNEY: No, thank you.

16 JUDGE STEARLEY: Commissioner Stoll?

17 COMMISSIONER STOLL: No, thank you,  
18 Judge.

19 JUDGE STEARLEY: And then I did want to  
20 assure the parties when we were in-camera,  
21 Commissioner Kenney who is conferencing in from  
22 St. Louis is by himself and there's no one else in  
23 there who could hear any kind of proprietary  
24 information.

25 MR. MCCOLLOUGH: Thank you, your Honor.



1 JUDGE STEARLEY: All right. There's no  
2 recross because there's no questions from the bench.  
3 Redirect.

4 MR. FRIEDMAN: Your Honor, if I may,  
5 Dennis Friedman. Under the Commission's practices,  
6 is it permissible for AT&T to ask a question  
7 following up on a question that Ms. Dale asked?

8 JUDGE STEARLEY: I can certainly grant  
9 that request.

10 MR. FRIEDMAN: I tender that request.

11 JUDGE STEARLEY: Well, and you all have  
12 an opportunity to address it on redirect, so I'll  
13 grant it, so please go ahead.

14 CROSS-EXAMINATION BY MR. FRIEDMAN:

15 Q. Hi, Mr. Johnson. Dennis Friedman for  
16 AT&T.

17 A. Hi.

18 Q. Hi. You had some discussion with  
19 Ms. Dale about enhancements that you say Transcom  
20 performs on traffic that it receives and then passes  
21 along. Do you recall that general subject?

22 A. I do.

23 Q. Of all of the traffic that Transcom  
24 hands off to Halo and that Halo subsequently delivers  
25 to AT&T Missouri, Transcom does not enhance all of

1     **that traffic, does it?**

2           A.       There's a possibility that some of that  
3     traffic may not pass through the specific  
4     enhancements that I've described.

5           **Q.       And you have no idea, do you, how much**  
6     **of that traffic does not get enhanced by Transcom?**

7           A.       Not under the scenario that I'm  
8     describing, no.

9           MR. FRIEDMAN:   That's all I have.   Thank  
10    you.

11           JUDGE STEARLEY:   All right.   Any  
12    questions from the bench based on the additional  
13    question of Mr. Friedman?

14           COMMISSIONER KENNEY:   No, thank you.

15           JUDGE STEARLEY:   All right.   Very well.  
16    Redirect?

17           MR. MCCULLOUGH:   Thank you.

18    REDIRECT EXAMINATION BY MR. MCCULLOUGH:

19           **Q.       Mr. Johnson, let's just pick back up**  
20     **with where Mr. Friedman left off with you, if we**  
21     **could.   Under what circumstances would traffic that**  
22     **Transcom processes not be enhanced in the manner that**  
23     **you described?**

24           A.       So the enhancements that I described are  
25     implemented in a hardware, in a piece of equipment,

1 as I said. And if a customer delivers traffic in an  
2 IP format, the customer can choose to not pass  
3 through a piece of equipment that would actually  
4 enhance -- that would extract the voice and perform  
5 the enhancements as I had described them.

6 Q. So the customer would have to  
7 specifically request that no enhancements be applied?

8 A. Correct.

9 Q. What specific piece of equipment is it  
10 that does supply the enhancement?

11 A. It's called a media gateway. It has  
12 some electronic interfaces, and it performs the  
13 enhancements in digital signal processors that are  
14 built into the hardware.

15 Q. Does the enhancement vary depending on  
16 whether it is on one side where Transcom gets it or  
17 perhaps where Transcom may be preparing to hand it  
18 off to an exchange vendor?

19 MR. FRIEDMAN: Your Honor, I'm going to  
20 object at this point on the ground that the redirect  
21 is now going beyond the scope of the cross. The  
22 cross was very limited and discrete. It  
23 established -- asked and established only that there  
24 are -- there's traffic that does not get enhanced and  
25 that the percentage of traffic which does not get

1 enhanced is unknown. I believe we're launching now  
2 into general discussion of enhancements and how it  
3 works.

4 JUDGE STEARLEY: Your response?

5 MR. MCCOLLOUGH: I do respond, your  
6 Honor, and actually I was now moving from  
7 Mr. Friedman's further cross-examination to get back  
8 into the issues that the Staff counsel had addressed.  
9 She, in particular, had a discussion with Mr. Johnson  
10 about enhancements. There was some lack of full  
11 communication between counsel and the engineer, and I  
12 was trying to get the engineer to further explain his  
13 answers and why he had answered them the way that he  
14 did.

15 JUDGE STEARLEY: All right. The  
16 objection will be overruled.

17 THE WITNESS: So -- and I apologize. As  
18 an engineer, I generally try to stay out of the  
19 minutia. But the enhancements as I described begin  
20 with a step called voice activity detection which is  
21 applied on the ingress and the media gateway ingress  
22 being the first part of the enhanced service platform  
23 where customers deliver traffic.

24 And once that voice activity detection  
25 has occurred, additional processing is done with the

1 data that's been extracted which is the voice that I  
2 referred to. Even though it's being pulled from the  
3 bits, it's being identified as voice and enhanced  
4 from there.

5 All of the enhancements can occur in a  
6 single piece of equipment, but in some cases if  
7 connectivity to, say, Halo for originating a further  
8 communication is connected to a different piece of  
9 equipment, Transcom may originate a further  
10 communication over IP, as I said, which would  
11 essentially be Voice over IP as a technology. Transcom  
12 uses IP for the connectivity between the components  
13 of the enhanced service platform. But all of the  
14 enhancements are done in those pieces of hardware.

15 BY MR. McCULLOUGH:

16 Q. Following up on the last piece of your  
17 last answer, the connection between Transcom and  
18 Halo, what is it that Transcom uses to actually  
19 communicate with Halo's base station?

20 A. It's wireless transmitting and receiving  
21 facilities, and it's made by the same manufacturer as  
22 the Halo base station.

23 Q. Is the communication between Transcom  
24 and Halo an IP?

25 A. Yes, sir.

1           **Q.       What is the voice protocol that is used**  
2           **to communicate between Transcom and Halo?**

3                   MS. DALE: I'm going to object as beyond  
4           the scope of my cross. I asked about simply what  
5           Transcom did, not how they sent it to Halo, not how  
6           Halo was involved. I merely asked about the receipt  
7           of the calls by Transcom and then what Transcom does  
8           internally.

9                   MR. MCCULLOUGH: And now, your Honor,  
10          what I'm getting into was the very first part of  
11          Staff counsel's question which is the interconnected  
12          VoIP portion. The purpose of this very last line of  
13          questions was to allow the witness to explain that  
14          while they may not be providing interconnected VoIP,  
15          they might very well be receiving it.

16                  MS. DALE: It's my understanding of the  
17          witness that he didn't know what interconnected  
18          meant.

19                  JUDGE STEARLEY: The objection will be  
20          sustained.

21          BY MR. MCCULLOUGH:

22                  **Q.       Staff counsel asked a little bit about**  
23                  **the private contracts that Transcom has and**  
24                  **negotiates with its customers on a case-by-case**  
25                  **basis. Does Transcom reserve the right to refuse to**

1 contract with persons based on its own criteria?

2 A. Absolutely.

3 MR. MCCULLOUGH: I have no further  
4 redirect.

5 JUDGE STEARLEY: All right. Very well.  
6 Mr. Johnson, that concludes your testimony at this  
7 point. As with Mr. Wiseman, I am not going to  
8 finally excuse you just in case the Commissioners  
9 would like to call you back for some additional  
10 questions.

11 THE WITNESS: Okay.

12 JUDGE STEARLEY: But you may step down.

13 THE WITNESS: Thank you.

14 MR. McCOLLOUGH: Your Honor, that  
15 concludes our direct and rebuttal case.

16 JUDGE STEARLEY: All right. Thank you,  
17 Counselor. And on our witness list which party are  
18 we pursuing next?

19 MR. BUB: AT&T.

20 JUDGE STEARLEY: You may call your first  
21 witness.

22 MR. BUB: Thank you, your Honor. We  
23 would call Mr. Scott McPhee.

24 JUDGE STEARLEY: All right, Mr. McPhee.

25 (The witness was sworn.)

1 JUDGE STEARLEY: Thank you. You may be  
2 seated and you may proceed, Mr. Bub.

3 MR. BUB: Thank you, your Honor.

4 DIRECT EXAMINATION BY MR. BUB:

5 Q. Mr. McPhee, you're employed by AT&T; is  
6 that correct?

7 A. Yes.

8 Q. Are you the same Scott McPhee that  
9 caused to be prepared and filed the prefiled  
10 testimony that's been marked as AT&T 1, that would be  
11 your direct, and AT&T 2, that would be your rebuttal  
12 testimony?

13 A. Yes, that's correct.

14 Q. Are there any corrections to those  
15 pieces of testimony?

16 A. No.

17 Q. If I asked you the same questions that  
18 are contained in AT&T Exhibits 1 and 2, would your  
19 answers to those questions be the same today?

20 A. They would.

21 Q. Are those answers true and correct to  
22 the best of your knowledge, information and belief?

23 A. Yes.

24 MR. BUB: Thank you. Your Honor,  
25 subject to the prefiled objections that were made to



1 which AT&T has been given the opportunity to respond  
2 in writing, we would offer AT&T Exhibit 1 and AT&T  
3 Exhibit 2 into evidence at this time.

4 JUDGE STEARLEY: All right. And as I've  
5 indicated in our preliminary matters this morning,  
6 I'm going to be reserving ruling on that pending the  
7 filing of the written responses which is something  
8 all the parties agreed to. And we will go ahead and  
9 proceed with cross-examination.

10 MR. BUB: Thank you. We would tender  
11 Mr. McPhee for cross.

12 JUDGE STEARLEY: All right.  
13 Cross-examination by Halo.

14 MR. MAJOUÉ: So again, proceeding  
15 subject to our objections.

16 CROSS-EXAMINATION BY MR. MAJOUÉ:

17 Q. Mr. McPhee, looking at page 1 of your  
18 testimony, starting at line 22, you indicate your  
19 educational background, and you're not an attorney,  
20 correct?

21 A. That's correct.

22 Q. You have no legal training; is that  
23 correct?

24 A. That's correct.

25 Q. Turning now to page 4, lines 2 and the

1 beginning of 3, you state, "Halo is sending  
2 landline-originated traffic to AT&T Missouri in  
3 violation of the parties' ICA." Did I read that  
4 correctly?

5 A. Yes.

6 Q. And that's based on your understanding,  
7 correct, not any legal determination?

8 A. That's correct.

9 Q. Going to the next line, you say, "In  
10 addition, Halo for many months disguised traffic by  
11 modifying the call records so that toll traffic  
12 appeared to be to our billing systems to be local  
13 traffic." Did I read that correctly?

14 A. Yes, sir.

15 Q. Is it AT&T's contention that Halo's  
16 insertion of the charge number of Transcom was a  
17 violation of the ICA?

18 A. I would say yes.

19 Q. Can you point to where in the ICA it  
20 violates?

21 A. I don't have the ICA memorized. I can  
22 take a look through it.

23 Q. Okay.

24 A. I'm sure that the ICA at some point in  
25 it says that the parties must exchange accurate call

1 information for purposes of billing for intercarrier  
2 traffic.

3 Q. And as you sit here today, you're not  
4 sure whether it says that or not, correct?

5 A. It would be my general understanding  
6 that the contracts generally say that. I don't know  
7 specifically what section of this contract says that.  
8 It's also largely my experience that industry  
9 standards are that the parties pass accurate  
10 information for purposes of billing intercarrier  
11 traffic.

12 Q. Could you turn to Section 3.4 of the  
13 ICA, which, for the Commission's benefit, is JSM 4  
14 which is attached to his direct testimony?

15 A. I'm there.

16 Q. And at the very bottom of Section 3.4,  
17 it says, "Signaling." Is that a provision that you  
18 claim that Halo violated by inserting charge  
19 number -- the charge number of Transcom?

20 A. I don't believe I -- I don't believe I  
21 cite to that specific provision. What I do cite to  
22 is on page 21 of my direct testimony, and what we're  
23 asking the Commission to find is that Halo is sending  
24 landline traffic over a wireless agreement in breach  
25 of that contract.

1           Q.       Okay.  But that's not my question.  You  
2 mentioned on page 4 that Halo for many months  
3 disguised traffic so that it appeared to be our  
4 billing systems to be local traffic.  And your  
5 testimony just after that was that you contended that  
6 was a breach.  But you can't point to any section of  
7 the ICA that that actually breaches; is that correct?

8           A.       That's right.  I didn't make the  
9 specific contention that there was that specific  
10 breach in this contract.  It is my experience,  
11 however, the parties do endeavor to pass accurate  
12 call information.  What I was pointing you back to in  
13 my testimony were the specific issues that we're  
14 asking this Commission to determine.

15          Q.       Okay.  So you're not asking this  
16 Commission, then, to decide that Halo's insertion of  
17 charge number of Transcom was a breach of the ICA; is  
18 that correct?

19          A.       I don't believe that's the case in this  
20 proceeding.

21          Q.       Okay.  How does -- let me back up.  What  
22 is the signaling that AT&T receives from Halo?

23          A.       Mr. Neinast would be better to ask that  
24 question.

25          Q.       All right.  Let's turn to page 5 of your

1 testimony. Starting at lines 2 and 3, you say,  
2 "Through April 2012 Halo owed AT&T Missouri  
3 \$1,806,068 in unpaid access charges, and the debt  
4 continues to increase significantly each month." Did  
5 I read that correctly?

6 A. Yes, sir.

7 Q. Has any court actually determined that  
8 AT&T Missouri is owed \$1.8 million in access charges?

9 A. Not to my knowledge.

10 Q. So this is based on your allegation,  
11 correct, it's not an amount that's been determined to  
12 be due, correct?

13 A. This is for illustrative purposes of the  
14 magnitude of traffic being exchanged between Halo and  
15 AT&T.

16 Q. Let's turn now to the same page, page 5,  
17 lines 14 -- well, let's just take the whole section.  
18 Starting on page 5, lines 10 through page 6, line 2,  
19 and that's where you generally discuss why you  
20 believe it's important for the Commission to decide  
21 this case promptly; is that correct?

22 A. Yes.

23 Q. And then going into line 14 through 15,  
24 you assert, "This is especially so with Halo having  
25 filed for bankruptcy which makes it even less likely

1 that AT&T Missouri will ever receive the access  
2 charges it is owed." And I believe we already  
3 discussed the fact that you are not an attorney, but  
4 do you have any outside legal experience in  
5 bankruptcy?

6 A. I do not.

7 Q. So, in fact, you don't know for a fact  
8 whether, under the bankruptcy laws and procedures,  
9 AT&T is more or less likely to receive any money it  
10 claims it's owed?

11 A. This is my general understanding and my  
12 testimony, based upon my layman's opinions and my  
13 experiences.

14 Q. All right. Let's turn to page 6 of your  
15 testimony. And on pages 6 through 8 inclusive, you  
16 discuss various aspects of Halo such as who owns  
17 Halo, who the officers are and various other things.  
18 I'll let the testimony speak for itself. Is that  
19 correct?

20 A. Yes.

21 Q. But you've never worked at Halo or  
22 Transcom; is that correct?

23 A. I have not.

24 Q. And where did you learn this information  
25 from?

1           A.       I believe the testimony cites to  
2 exhibits where the information was provided.

3           Q.       So this is based on information from  
4 third parties or other filings, correct?

5           A.       I believe it's from other legal  
6 proceedings with Halo and AT&T.

7           Q.       But it's not something you know of your  
8 own personal knowledge; is that correct?

9           A.       Other than reading the documents.

10          Q.       Correct, other than reading it through  
11 these documents?

12          A.       That's correct.

13          Q.       Let's turn to page 15 of your testimony.  
14 Starting on lines 19 through 23, you say, "Consistent  
15 with the FCC's intercarrier compensation regulations,  
16 AT&T's ICA requires the carriers, including Halo's  
17 ICAs with AT&T provide that calls originated and  
18 terminated by endusers that are both physically  
19 located within the same MTA (major trading area)  
20 ("intraMTA" calls) are local calls and thus subject  
21 to reciprocal compensation rates." Did I read that  
22 correctly?

23          A.       Yes.

24          Q.       When you discuss being consistent with  
25 FCC's intercarrier compensation regulations, that's

1 based on your own understanding and not any actual  
2 legal training or understanding, correct?

3 A. Well, it's based on my own  
4 understanding, but of course those contracts are  
5 written, drafted with legal oversight and input, so I  
6 do believe that they are consistent.

7 Q. But again, that's based on your lay  
8 opinion and not any actual legal determination,  
9 correct?

10 A. Generally, yes.

11 Q. All right. Let's turn to page 16 of  
12 your testimony. And you were asked the question, "Is  
13 there a significant difference between the amounts  
14 Halo has been paying to AT&T to terminate  
15 Halo-delivered traffic and the amount that Halo  
16 should be paying?" And your answer says -- the first  
17 word is, "Yes." Did I read that correctly?

18 A. Yes.

19 Q. Isn't it true that the transit rate that  
20 Halo pays is actually higher than your access rate?

21 A. I don't know that the transit rate is a  
22 contract rate within the ICA.

23 Q. Okay. Well, that's not what I'm asking  
24 you, though. Is the transit rate higher than the  
25 access rate?



1           A.       I haven't compared the two.

2           **Q.       And generally you don't know one way or**  
3 **the other whether it's higher or lower?**

4           A.       Not off the top of my head. I would  
5 have to look at the two rates to make a  
6 determination.

7           **Q.       All right. Let's go back to the ICA**  
8 **which, again, for the Commission's reference, is**  
9 **JSM 4. And, in particular, I want to turn to page 72**  
10 **of 82 towards the end, and specifically Section 1.3.**  
11 **And in Section 1.3 can you read that for me?**

12          A.       The entire provision?

13          **Q.       Yes.**

14          A.       1.3: "This amendment is intended to  
15 supersede any and all contract sections, appendices,  
16 attachments, rate schedules or other portions of the  
17 underlying interconnection agreement that set forth  
18 rates, terms and conditions for the terminating  
19 compensation for ISP-bound traffic and all Section  
20 251(b)(5) traffic exchanged between ILEC and carrier.  
21 Any inconsistencies between the provisions of this  
22 amendment and provisions of the underlying  
23 interconnection agreement shall be governed by the  
24 provisions of this amendment."

25          **Q.       So based on your reading of 1.3 and your**

1 general understanding, is it your understanding that  
2 this provision, the effect of it is -- effect of it  
3 is to supersede any other prior portions of the ICA  
4 that would be inconsistent with this amendment?

5 A. That's correct. And specifically it's  
6 speaking to local and ISP-bound traffic.

7 Q. All right. And to that point, let's  
8 turn to section 2.2.2 which starts on page 73. And  
9 will you read that section, please?

10 THE COURT REPORTER: And slow down a  
11 little bit.

12 THE WITNESS: 2.2.2: "The parties agree  
13 to compensate each other for the transport and  
14 termination of ISP-bound traffic and  
15 Section 251(b)(5) traffic on a minute-of-use basis at  
16 \$.0007 per minutes of use."

17 BY MR. MAJOUÉ:

18 Q. And what is your understanding of what  
19 Section 251(b)(5) traffic is?

20 A. For purposes of this agreement, it's my  
21 understanding that it would be intraMTA traffic or  
22 otherwise local traffic.

23 Q. Would it be correct to classify that  
24 under 251(b)(5) as reciprocal compensation traffic?

25 A. Generally speaking, that's accurate.

1 Q. So is it your general understanding  
2 under Section 2.2 that the parties agree to  
3 compensate each other for transport and termination  
4 of ISP-bound traffic or reciprocal compensation  
5 traffic at this .0007 rate?

6 A. Yes.

7 Q. All right. If you would turn to  
8 page 74, Section 3.0. And can you read the first  
9 full sentence there -- or actually, go ahead and read  
10 the whole section just so that we're all clear.  
11 Section 3.1.

12 A. 3.1: "The parties reserve the right to  
13 raise the appropriate treatment of Voice over  
14 Internet Protocol, (VoIP) and traffic utilizing in  
15 whole or part Internet protocol technology under the  
16 dispute resolution provisions of this agreement,  
17 including but not limited to, any rights they may  
18 have as a result of the FCC's order in the matter of  
19 petition for declaratory ruling that AT&T's  
20 phone-to-phone IP telephony services are exempt from  
21 access charges. WC Docket No. 02-361, parens, REL  
22 April -- released April 21st, 2004.

23 "The parties acknowledge that there is  
24 an ongoing disagreement between LECs and ILEC over  
25 whether or not, under the law, VoIP traffic or

1 traffic utilizing in whole or in part IP technology  
2 is subject to reciprocal compensation or switched  
3 access charges. The parties therefore agree that  
4 neither one will argue or take the position before  
5 any regulatory commission or court that this  
6 amendment constitutes an agreement as to whether or  
7 not reciprocal compensation or switched access  
8 charges apply to that traffic or a waiver by either  
9 party of their position or their rights as to that  
10 issue.

11 "The parties further agree that they  
12 each have reserved the right to advocate their  
13 respective positions relating to the treatment  
14 and compensation for VoIP traffic and traffic  
15 utilizing in whole or part Internet protocol  
16 technology before any state commission or the  
17 Federal Communications Commission (FCC) whether in  
18 bilateral complaint dockets, arbitrations under  
19 Section 252 of the Act, state commission or  
20 FCC-established rulemaking dockets, or before any  
21 judicial or legislative body."

22 **Q. Now, I understand that it's your**  
23 **position that AT&T -- or that Halo has breached the**  
24 **ICA. Reading this section, is it your understanding,**  
25 **though, that on the particular question of the**

1 appropriate treatment of Voice over Internet  
2 Protocol, including whether it's subject to  
3 reciprocal compensation or switched access charges,  
4 that the ICA specifically provides for reservation of  
5 that determination?

6 A. That's my understanding, yes.

7 MR. MAJOUÉ: All right. I have no  
8 further questions.

9 JUDGE STEARLEY: Cross-examination from  
10 Staff?

11 MS. DALE: Thank you. Just a few  
12 technical difficulties.

13 CROSS-EXAMINATION BY MS. DALE:

14 Q. In Missouri there is a specific statute  
15 pertaining to this. Is it your position that the  
16 interconnection agreement between AT&T and any other  
17 company supersedes Missouri statute?

18 A. No.

19 MS. DALE: Thank you. I have no further  
20 questions.

21 JUDGE STEARLEY: All right.  
22 Cross-examination from Craw-Kan?

23 MR. ENGLAND: Yes, your Honor. Thank  
24 you.

25 CROSS-EXAMINATION BY MR. ENGLAND:

1           Q.       Mr. McPhee, my name is Trip England. I  
2 represent the Craw-Kan Telephone Company Group.  
3 Hopefully just a couple of questions. Is the transit  
4 provision in the AT&T Halo interconnection agreement  
5 the same as in other interconnection agreements that  
6 AT&T has with other wireless carriers in Missouri?

7           A.       I don't know specifically. I haven't  
8 done a side-by-side comparison in preparation for  
9 this case, but it would be my understanding that the  
10 transit provisions would be largely similar in all  
11 ICAs.

12          Q.       Okay. Are you aware of any other  
13 wireless carrier that interconnects with AT&T in  
14 Missouri, or for that matter, any other states for  
15 which you have a responsibility that requires the  
16 third-party carrier in a transit situation to request  
17 interconnection of the wireless carrier before the  
18 wireless carrier will begin negotiations for an  
19 agreement to terminate traffic to that third party?

20                   MR. MAJOUE: Objection, your Honor.  
21 That assumes facts not in evidence.

22                   JUDGE STEARLEY: Mr. England?

23                   MR. ENGLAND: Well, your Honor, it -- I  
24 guess because of the nature of the proceeding and the  
25 way in which the witnesses will proceed, it is part

1 of the testimony of the RLEC witnesses, and we expect  
2 that that will be evidence at a later point in the  
3 proceeding. So I'd like the opportunity to at least  
4 ask the question, preserve the answer. If for some  
5 reason that evidence does not get into the record,  
6 then I understand this may not be part of the record.

7 JUDGE STEARLEY: All right. The  
8 objection will be overruled, and Halo, you may renew  
9 an objection at an appropriate time.

10 MR. MAJOUÉ: Thank you.

11 THE WITNESS: It's my understanding that  
12 the ICAs that AT&T enters into with other carriers do  
13 not require those carriers to request interconnection  
14 with third parties for transit. There are some  
15 provisions that generally state that each party's  
16 responsible for the termination of their own traffic,  
17 including to third parties.

18 BY MR. ENGLAND:

19 Q. And perhaps my question wasn't clear. I  
20 was looking at it from the other angle. Are you  
21 aware of any wireless carriers in a transit situation  
22 that require the third-party carrier to request them  
23 to interconnect before they will negotiate with  
24 them?

25 A. I'm not aware of that.

1 MR. ENGLAND: Thank you, sir. No other  
2 questions.

3 JUDGE STEARLEY: All right.  
4 Cross-examination from Alma?

5 MR. JOHNSON: No questions, your Honor.  
6 Thank you.

7 JUDGE STEARLEY: Questions from the  
8 bench. Commissioner Kenney?

9 COMMISSIONER KENNEY: No, thank you.

10 JUDGE STEARLEY: Commissioner Stoll?

11 COMMISSIONER STOLL: I have no  
12 questions.

13 JUDGE STEARLEY: All right. There will  
14 be no recross. Redirect for AT&T?

15 MR. BUB: Your Honor, could we take a  
16 minute, please?

17 JUDGE STEARLEY: Certainly.

18 MR. BUB: Thank you.

19 We're ready unless we need a further  
20 break.

21 JUDGE STEARLEY: All right. Halo  
22 counsel need some assistance?

23 MR. McCOLLOUGH: We were trying to  
24 prepare for the next witness, your Honor. We're  
25 sorry for the interruption.



1 JUDGE STEARLEY: No, that's okay.

2 MR. BUB: We're fine. I was the one  
3 that asked for the break.

4 JUDGE STEARLEY: You may proceed,  
5 Mr. Bub.

6 MR. BUB: Thank you.

7 REDIRECT EXAMINATION BY MR. BUB:

8 Q. Mr. McPhee, Mr. Majoue asked you a  
9 series of questions in the beginning about the  
10 \$1.8 million that AT&T is owed in unpaid access  
11 charges. AT&T in this proceeding is not asking the  
12 Commission to award that amount, correct, in this  
13 proceeding before the Commission?

14 A. That's correct.

15 Q. That would be -- liquidating the claim  
16 would be something that the bankruptcy court would  
17 do, right?

18 A. That's my understanding, yes.

19 Q. And here we're just asking the  
20 Commission to rule that access charges do apply to  
21 Halo's landline-originated traffic in accordance with  
22 AT&T's lawfully approved tariffs?

23 A. That's correct.

24 Q. Mr. Majoue also asked you a series of  
25 questions about the AT&T/Halo interconnection

1 agreement. First he talked about the reciprocal  
2 compensation rate that's listed in Section 2.2.2,  
3 that 0007 rate. Do you remember that?

4 A. I do.

5 Q. Okay. And he talked specifically about  
6 that rate applying to Section 251(b)(5) traffic,  
7 right?

8 A. That's correct.

9 Q. Is the landline traffic that Halo is  
10 sending to AT&T, is that 251(b)(5) traffic?

11 MR. MAJOUÉ: Objection. Calls for a  
12 legal conclusion.

13 MR. BUB: In his layman's understanding  
14 of the traffic.

15 JUDGE STEARLEY: The objection is  
16 overruled.

17 THE WITNESS: My understanding of  
18 251(b)(5) being equivalent to local reciprocal  
19 compensation traffic is my understanding that the  
20 landline traffic being exchanged from Halo to AT&T is  
21 not that type of traffic.

22 BY MR. BUB:

23 Q. Thank you. Mr. Majoue also asked you a  
24 series of questions generally about the  
25 interconnection agreement, various provisions, for

1     **example, reserving issues to be decided later. As**  
2     **you understand this contract, do those provisions**  
3     **apply to landline traffic that Halo originated and is**  
4     **sending to AT&T?**

5             A.       No, they do not.

6             MR. BUB:   Thank you.  Those are all the  
7     questions we have, your Honor.

8             JUDGE STEARLEY:  All right.  Very good.  
9     Mr. McPhee, that will conclude your testimony.  As  
10    with the other witnesses before you, I'm not going to  
11    finally excuse you in case the Commissioners would  
12    have some additional questions for you.

13            THE WITNESS:  Thank you.

14            JUDGE STEARLEY:  You may call your next  
15    witness.

16            MR. FRIEDMAN:  AT&T calls Mark Neinast.

17                    (The witness was sworn.)

18            JUDGE STEARLEY:  You may be seated, and  
19    Counsel, you may proceed.

20            MR. FRIEDMAN:  Thank you.

21    DIRECT EXAMINATION BY MR. FRIEDMAN:

22            **Q.        Would you state your name, please, for**  
23     **the record and who you work for.**

24            A.        Mark Neinast, AT&T Services, Inc. in  
25     network planning and engineering.

1           Q.       Do you have with you the direct  
2 testimony of Mark Neinast dated June 4, 2012, which  
3 we've marked as AT&T Exhibit 3 and also the rebuttal  
4 testimony of Mark Neinast from a proceeding dated  
5 June 19, 2012, which we've marked as AT&T Exhibit 4?

6           A.       I do.

7           Q.       Did you prepare or cause to be prepared  
8 both of those pieces of testimony?

9           A.       I did.

10          Q.       Is everything that you say in that  
11 testimony still true as of today?

12          A.       It is.

13          Q.       Do you have any corrections?

14          A.       No, I do not.

15                   MR. FRIEDMAN: With that we offer in  
16 evidence, subject to the pending objections, AT&T  
17 Exhibits 3 and 4.

18                   JUDGE STEARLEY: All right. And as with  
19 Mr. McPhee's testimony as indicated in the ruling on  
20 those objections, they will be reserved until the  
21 parties have an opportunity to respond in writing.

22                   MR. FRIEDMAN: Thank you.

23                   JUDGE STEARLEY: You may proceed with  
24 cross-examination, starting with Halo.

25                   MR. McCOLLOUGH: Thank you, your Honor.

1 Your Honor, I would like to start off with doing some  
2 technical questions of the witness, and for the  
3 benefit of the Commissioner who is viewing on the  
4 closed webcam, I was wondering if there's a  
5 transparency that we could use?

6 JUDGE STEARLEY: Yes. You can use our  
7 Elmo over there and we can broadcast that.

8 CROSS-EXAMINATION BY MR. MCCULLOUGH:

9 Q. Mr. Neinast, if you could please turn  
10 around and just verify that that's your exhibit, I  
11 guess MN 7?

12 A. Yes.

13 Q. Similar to the picture on the white  
14 board there, the big white board?

15 A. Yes.

16 Q. As we've talked about your similar  
17 exhibits in other states, we've referred to the  
18 little girl on the left-hand side in California as  
19 little Suzie, right?

20 A. That's correct.

21 Q. And Grandma, the one on the right?  
22 Grandma's now in Missouri and so are we. Let's --  
23 let's talk a little bit about your diagram, but  
24 there's one thing that I want to do first, if I may.  
25 You're the signaling system 7 expert for this case,

1 aren't you?

2 A. Yes.

3 Q. Okay. And you have an understanding of  
4 how the signaling system 7 network operates, don't  
5 you?

6 A. Yes.

7 Q. On little Suzie over here on the  
8 left-hand side in California, if one were to assume  
9 that little Suzie is being served by, say, AT&T  
10 California on a regular landline phone, if we were to  
11 assume that for a minute, little Suzie would pick up  
12 the phone and draw a dial tone, right, from her end  
13 office?

14 A. That's correct.

15 Q. All right. And she would dial some  
16 numbers and the Central Office would see those  
17 numbers after she punched them in, right, calling  
18 Grandma's number?

19 A. That's correct.

20 Q. And the Central Office would then try to  
21 figure out how to establish the connection, right?

22 A. That's correct.

23 Q. And if little Suzie dialed one-plus, the  
24 Central Office in California, AT&T Central Office  
25 would query the LIDB database, right, to see who the

1       presubscribed IXC was?

2             A.       No.

3             Q.       Not the LIDB database?  Wouldn't there  
4       be a scan or a query to a database to see which IXC  
5       gets the call?

6             A.       No.

7             Q.       How would AT&T California know which IXC  
8       to route it to?

9             A.       Using the switch translations.

10            Q.       A switch translation.  So the switch  
11       would figure out, okay, I need to send this to MCI?

12            A.       That's correct.

13            Q.       If MCI is interconnected with AT&T  
14       California in California via SS7 through its V2  
15       Group D trunks, would AT&T signaling transfer point  
16       that serves that Central Office signal to MCI?

17            A.       Yes.

18            Q.       So there would be a record in the AT&T  
19       Central Office serving Suzie that a call was made and  
20       dialed one-plus and it went to MCI, right?

21            A.       That's correct.

22            Q.       So we would have a connection -- and  
23       please pardon my horrible writing if I may.  We would  
24       have a connection that goes to an IXC, and there  
25       would also be signaling to a STP, probably an AT&T

1 California STP, that would talk to an MCI STP. So  
2 the signaling would be separated from the voice  
3 portion of the traffic, right? That's why we call it  
4 out-of-band signaling?

5 A. That's correct.

6 Q. Now, would you agree with me that in  
7 Missouri, AT&T and Halo are also connected using an  
8 SS7 signal?

9 A. Yes.

10 Q. So when we look down here in the MTA in  
11 Missouri, the box where your H is, you have shown  
12 where your arrow is that that's probably supposed to  
13 represent the bearer portion, isn't it, the trunks  
14 that carry the voice?

15 A. Yes.

16 Q. It would also be an out-of-band  
17 signaling that is going on, Halo would have an STP  
18 that talks to an AT&T STP, correct?

19 A. That's possible.

20 Q. And STP stands for signaling transfer  
21 point, right?

22 A. Right.

23 Q. And the call control occurs by virtue of  
24 the signaling system 7 network, right?

25 A. That's correct.



1 Q. Part of the call control includes the  
2 ISD enduser part, initial address message which is  
3 where the call setup occurs, right? There's  
4 information in there?

5 A. That's correct.

6 Q. There are a couple of relevant  
7 parameters to this case, aren't there, one of which  
8 is the calling party number parameter?

9 A. That's correct.

10 Q. And another parameter that is relevant  
11 to this case is the charge number parameter, right?

12 A. Until December 29th.

13 Q. Okay. But these are two separate  
14 parameters in the signaling system 7 hierarchy,  
15 aren't they?

16 A. That's correct.

17 Q. Would you agree with me that AT&T does  
18 not contend that if we have a call from Suzie in  
19 California on AT&T California's network, AT&T is not  
20 before this Commission contending that Halo has  
21 changed Suzie's CPN?

22 A. That's correct.

23 Q. And Halo has signaled that CPN to AT&T,  
24 correct?

25 A. That's correct.

1 Q. It's preserved, it's there, no -- no  
2 contention of manipulation or removal?

3 A. That's correct.

4 Q. The problem between the parties is that  
5 in addition to signaling the charge, the calling  
6 party number, Halo also inserted information in a  
7 different parameter, the charge number parameter,  
8 correct?

9 A. Correct.

10 Q. And that information that was inserted  
11 in the charge number parameter was a Halo-assigned  
12 telephone number, one of the numbers that Halo got  
13 from the North American numbering plant administrator  
14 that Halo had assigned to Transcom and was using for  
15 a billing telephone number. Do you agree with me?

16 A. That's -- I would agree that's what Halo  
17 has testified to.

18 Q. Okay. Well, you agree that that is a  
19 number within Halo's assigned block, isn't it?

20 A. Yes.

21 Q. Because you checked that?

22 A. Yes.

23 Q. And there are different numbers for each  
24 of the MTAs that are in Missouri and where the  
25 parties are interconnected.

1 THE COURT REPORTER: And where the  
2 parties are what?

3 MR. MCCULLOUGH: Are interconnected.  
4 BY MR. MCCULLOUGH:

5 Q. And so if we were to take a look, for  
6 example, at the map that one of the counsel used, I  
7 believe it was Mr. England, for each of the four MTAs  
8 in which parts of Missouri are included, the two  
9 little ones up in the corner and then the two big  
10 ones that roughly split the state in half, what you  
11 would have seen everywhere where the parties are  
12 interconnected is that, say, for example, in the  
13 Kansas City MTA, MTA 34, wherever Halo was  
14 interconnected in a LATA with AT&T, you would have  
15 seen in the charge number parameter a Halo number  
16 that was signaled that was specific to a telephone  
17 number that was associated with a rate center inside  
18 the MTA?

19 A. Correct.

20 Q. And we would have repeated that for all  
21 of the four MTAs?

22 A. Correct.

23 Q. You did not see the same telephone  
24 number in all four MTAs, you saw four different  
25 telephone numbers in the charge number parameter?

1 A. That's correct.

2 Q. And once again, CPN was always  
3 preserved, you always got it?

4 A. That's correct.

5 Q. Now, are you aware of the way in which  
6 AT&T and the other ILECs are interconnected in  
7 Missouri?

8 A. Generally.

9 Q. This network that people are referring  
10 to is the LEC-to-LEC network or the Feature Group C  
11 network?

12 A. Yes.

13 Q. For purposes simply of signaling, is  
14 AT&T interconnected to, say, the Alma ILECs using  
15 signaling system 7 interconnection?

16 A. I believe so.

17 Q. So these other ILECs would also have an  
18 STP somewhere, wouldn't they?

19 A. Correct.

20 Q. So if we were to assume for a moment  
21 rather than being served by AT&T, Grandma here was  
22 served by Alma, then AT&T would have seen the  
23 signaling that Halo sent, and it would have figured  
24 out where the call needed to go, and it would have  
25 tried to talk to the STP that Alma uses, correct?

1 A. That's correct.

2 Q. And it would have sent information to  
3 that STP, right?

4 A. That's correct.

5 Q. Would it have included the CPN that Halo  
6 sent to AT&T?

7 A. Yes.

8 Q. So these ILECs are getting Suzie's phone  
9 number. If we assume Suzie's picking up a landline  
10 phone in California dialing a one-plus, they're  
11 getting it, aren't they?

12 A. Yes.

13 Q. Did AT&T also send the information and  
14 the charge number parameter to them?

15 A. They delivered whatever Halo sent on.  
16 It's just passed on.

17 Q. So you would have preserved the charge  
18 number?

19 A. That's correct.

20 Q. Now, you agree with me that Halo did  
21 quit populating the charge number parameter on  
22 December 30th, 2011, right?

23 A. Yes.

24 Q. But you're still getting CPN, aren't  
25 you?

1 A. Yes.

2 Q. Do you recall when it was that Halo  
3 began to signal a charge number?

4 A. Yes.

5 Q. It was about February of 2011, wasn't  
6 it?

7 A. Yes.

8 Q. Approximately two weeks after the FCC's  
9 further notice of proposed rulemaking in the  
10 proceeding that ultimately gave rise to the Connect  
11 America rules, yes?

12 A. Yes.

13 Q. The FCC had listed some proposed  
14 signaling rules, the so-called phantom traffic rules,  
15 as part of that NPRM, didn't they?

16 A. They did.

17 Q. Do you recall what those rules said?

18 A. Not verbatim.

19 Q. You do recall, don't you, some  
20 discussion of the charge number parameter?

21 A. Yes.

22 Q. And an indication that the FCC thought  
23 at the time that providers should signal the  
24 telephone number of the responsible -- the  
25 financially responsible party in the charge number

1 parameter?

2 A. I don't recall that.

3 Q. You don't recall. Okay. Let's get a  
4 little bit into your testimony, if we could. And in  
5 the interest of time, I'll try not to drill down the  
6 individual pages and lines. We can get there if you  
7 need a reference.

8 But your testimony and the conclusions  
9 that you assert regarding the character of the  
10 traffic that Halo is sending to AT&T, that it is  
11 landline, for example, is based on an analysis of the  
12 call detail that AT&T received from Halo, isn't it?

13 A. It's based on the SS7 data that Halo  
14 sent to AT&T.

15 Q. But it is the information -- and I'm  
16 just going to point here for a moment. If you can  
17 turn and look, it's on this side of the call, isn't  
18 it?

19 A. That's where the interconnection occurs  
20 so that's where it has to be.

21 Q. You did not look at, you have not  
22 produced, you are not testifying about any  
23 information that AT&T California may have received on  
24 the originating side?

25 A. No.

1 Q. But isn't it true that if, indeed, we  
2 did have little Suzie served by AT&T California  
3 dialing one-plus and having a call routed to, say,  
4 MCI as an IXC, AT&T California would have that  
5 information?

6 A. In that scenario, yes.

7 Q. So we're looking at the terminating  
8 signaling information, the call set up when Halo  
9 signals to AT&T to set up a call on the terminating  
10 side?

11 A. Yes.

12 Q. For purposes of your analysis, you  
13 looked mostly at the calling and called numbers;  
14 isn't that true?

15 A. Yes.

16 Q. You didn't really look at the charge  
17 number parameter information, did you?

18 A. No.

19 Q. And since you had the CPN information,  
20 you could quite easily determine whether that was, in  
21 fact, a little Suzie, whether that was a number used  
22 by some calling party somewhere else? You could  
23 quite easily see that if you wanted to take that  
24 position, the information was there for you to  
25 analyze and produce?



1           A.       Yes.

2           Q.       You looked at the calling party number  
3 and the called party number, and from there you  
4 proceeded to come up with certain conclusions. Let's  
5 see if we can't get down to the way that you got  
6 there.

7                    For example, isn't it true that when you  
8 looked at the calling party number information, you  
9 would look at the NPA or the area code, and the NXX  
10 or the CO code and then the first digit in the lineup  
11 and find out who was the code owner for that  
12 telephone number?

13          A.       That's the first step.

14          Q.       Okay. And you would verify through  
15 industry databases whether the individual number was  
16 ported?

17          A.       That's correct, that's the second step.

18          Q.       So what you were able to do is associate  
19 certain calls, including the ones that you listed as  
20 examples on some of your exhibits, let's say for  
21 example those on your MN 8, and you could say, okay,  
22 I know who the code owner is for this telephone?

23          A.       Yes, that's correct.

24          Q.       You assumed, didn't you, that the call  
25 originated on the code owner's network?

1 A. Yes.

2 Q. You don't know that it always did,  
3 though, do you?

4 A. Follow industry standards for that  
5 protocol.

6 MR. MCCULLOUGH: Objection,  
7 nonresponsive.

8 BY MR. MCCULLOUGH:

9 Q. You don't know that, in fact, any given  
10 call, including those listed on MN 8, actually  
11 originated on the network of the code owner, do you?

12 A. No.

13 Q. You also, however, assumed that the call  
14 originated in the rate center to which that telephone  
15 number, the number appearing in CPN, is associated,  
16 right?

17 A. Yes.

18 Q. So if you would have a number like,  
19 let's say, the first one on your MN 8, 870438, do you  
20 see that NPA NXX?

21 A. Yes.

22 Q. Well, 870 is the NPA or area code,  
23 right?

24 A. Right.

25 Q. And NXX is the CO code, right?

1           A.       That's correct.

2           Q.       And you could look at those six numbers  
3 and find out what rate center that number is  
4 associated with, right?

5           A.       That's correct.

6           Q.       Okay. You also assume for purposes of  
7 your analysis that the call that you're looking at,  
8 for example, this very first one on MN 8, actually  
9 originated in the geographic area comprised for that  
10 rate center, didn't you?

11                   MR. FRIEDMAN: I'm going to interpose an  
12 objection which I think can be dealt with by a  
13 clarification. The objection is that the question is  
14 vague and ambiguous because it's not clear what  
15 analysis we're talking about. Are we talking about  
16 Mr. Neinast's analysis that concluded that calls were  
17 landline-originated which, of course, is independent  
18 of the geographic questions that you're talking about  
19 or are we talking about something else?

20                   MR. McCOLLOUGH: Fair clarification.  
21 And let me try to restate the question, if I could.

22                   JUDGE STEARLEY: Please proceed.

23 BY MR. McCOLLOUGH:

24           Q.       For purposes of your analysis that shows  
25 up on MN 4, let's turn to that if we can. Do you see

1     that, sir?

2             A.       I do.

3             Q.       Okay. Now, in there what you have done  
4     is you have gone through the exercise of  
5     jurisdictionalizing, so to speak, the calls, right?

6             A.       That's correct.

7             Q.       You have decided which ones are intraMTA  
8     or interMTA for those that deemed to be  
9     wireless-originated, and you have decided which ones  
10    are interLATA and intraLATA for those you deem to be  
11    landline and those which are interstate and  
12    intrastate, correct?

13            A.       That's correct.

14            Q.       Now, in order to perform that exercise,  
15    isn't it true that you assumed that the call actually  
16    originated in the rate center to which the calling  
17    party number NPA NXX is associated?

18            A.       Exactly.

19            Q.       Okay. Now, once again, you cannot here  
20    today look the Commission in the eye and say each of  
21    these calls that I am saying are interLATA  
22    wireline-originated really started in that rate  
23    center, can you?

24            A.       The rate center is for rating.

25            Q.       You can't really say it started in that

1 rate center, can you?

2 A. It's assigned to that rate center.

3 Q. You are assuming it started in that  
4 geographic area because the number is associated with  
5 that area?

6 A. That's correct.

7 Q. But you don't know that the person who  
8 actually picked up the phone, so to speak, was really  
9 there at the time of the call, do you?

10 A. No.

11 Q. Okay. Ultimately your assertion that  
12 Halo is handing landline-originated calls to AT&T  
13 boils down to the fact that the number you saw in CPN  
14 was a landline number; isn't that true?

15 A. Yes.

16 Q. Do you agree with me it is possible  
17 using today's technology that consumers have for a  
18 consumer to program a VoIP client to signal virtually  
19 any number they wanted to signal, don't you?

20 A. It's possible.

21 Q. And in today's mobile world, whether it  
22 be a wireless service or a VoIP service, people can  
23 take their equipment with them and go wherever they  
24 want and make a call, can't they?

25 A. They could.

1 Q. And so it's entirely possible, isn't it,  
2 that you may have seen little Suzie with her  
3 California number and her AT&T California landline  
4 service, you may have seen a call on the terminating  
5 signaling when little Suzie was actually staying in a  
6 hotel right down the street from Grandma and she was  
7 just making a call and signaling that California  
8 number, it's entirely possible?

9 A. That's technically possible.

10 Q. The other telephone companies in this  
11 case, the Alma Group and Craw-Kan Group, have made  
12 some contentions regarding Halo and whether it is  
13 sending proper calling -- caller identification.  
14 You've already agreed with me that Halo is, in fact,  
15 signaling CPN even when it is a little Suzie, right?

16 A. The CPN, yes.

17 Q. Please tell me if you agree with the  
18 ILECs that Halo is not sending originating caller  
19 identification under the ERE Rule.

20 A. My experience is that they have sent  
21 CPN.

22 Q. So at least from an AT&T perspective,  
23 the originating caller can get the information. Part  
24 of the ERE Rule dispute. It really shouldn't be in  
25 dispute. We're -- we're sending you the CPN.

1           A.       Well, I can't speak to the entire ERE  
2 issue at large, but the CPN issue I can speak to the  
3 data that I've seen is accurate.

4           Q.       Are you familiar with the ERE records  
5 approach here in Missouri?

6           A.       At a high level.

7           Q.       At a high level. You're familiar with  
8 how AT&T prepares tandem-based records for purposes  
9 of delivery to other LECs that subtend a tandem?

10          A.       At a high level, yes.

11          Q.       Isn't it true that that records process  
12 involves AT&T assigning a billing number to the  
13 intersecting carrier and populating that in what is  
14 the equivalent of the calling party number?

15          A.       I don't believe it is in the CPN field.

16          Q.       Well, there's really not a CPN field in  
17 the ERE records, are there?

18          A.       There's specific fields for each data  
19 that's required.

20          Q.       But apparently -- wouldn't you agree  
21 with me that the nonAT&T ILECs that are here in this  
22 case are receiving from AT&T a billing record that  
23 identifies Halo using a number that AT&T assigned to  
24 Halo?

25                   MR. FRIEDMAN: Objection. Foundation

1 with respect to the witness's knowledge what other  
2 ILECs are receiving.

3 MR. McCOLLOUGH: I will rephrase the  
4 question.

5 BY MR. McCOLLOUGH:

6 Q. Isn't it true that when AT&T prepares  
7 these records for delivery to the ILECs, the  
8 information that it sends them about the responsible  
9 party in Halo's case would be a number that AT&T has  
10 assigned to Halo?

11 A. That's correct.

12 Q. The equivalent of a billing telephone  
13 number?

14 A. That's correct.

15 Q. The equivalent of a charge number?

16 A. That's not correct.

17 Q. Oh, why not?

18 A. It's a separate field.

19 Q. Well, we're not talking about signaling  
20 fields here; we're talking about entries on a tandem  
21 record that is used for billing, aren't we?

22 A. My understanding is each of the data  
23 fields have a separate billing field correlating so  
24 that they're not overwritten upon each other.

25 Q. So are you trying to tell the Commission



1 here that in addition to the information that  
2 identifies Halo as the interconnecting carrier, that  
3 there's also the calling party information in the  
4 records that AT&T sends?

5 A. I'm not exactly certain what's on that  
6 record without reviewing, but I believe that the CPN  
7 was there.

8 Q. I'm going to lob you a softball here.  
9 The information that AT&T sends the other LECs in  
10 these tandem records, AT&T prepares them using the  
11 instructions this Commission gave them in the ERE  
12 Rules, right?

13 A. Yes.

14 Q. You're doing what the Commission told  
15 you to do?

16 A. I believe that's correct.

17 Q. And so if the CPN somehow just falls out  
18 as a result of that process, it's neither AT&T's  
19 problem -- fault nor Halo's, is it?

20 MR. FRIEDMAN: Objection. Calls for a  
21 legal conclusion.

22 MR. McCOLLOUGH: I'm asking for  
23 nonlegal.

24 MR. FRIEDMAN: Well, fault, I don't -- I  
25 don't know what implication the question has other

1 than a legal implication.

2 MR. McCOLLOUGH: I'll back up.

3 BY MR. McCOLLOUGH:

4 Q. If Halo is signaling CPN to AT&T and if  
5 AT&T is taking whatever information it has and is  
6 doing what it's supposed to do under the ERE Rules,  
7 then there shouldn't really be an issue about calling  
8 party identification in this case, should there?

9 MR. FRIEDMAN: Objection. That again  
10 calls for a legal conclusion. The witness has  
11 testified to all the witness can testify about on the  
12 subject. The conclusions counsel will argue for  
13 himself in the brief.

14 MR. McCOLLOUGH: Fair enough. I'll move  
15 on.

16 JUDGE STEARLEY: All right. I won't  
17 have to rule.

18 BY MR. McCOLLOUGH:

19 Q. Have you read the ERE Rules, sir?

20 A. I have kind of glanced -- read it, but I  
21 don't have it committed to memory.

22 Q. Well, AT&T's position in this case in  
23 terms of its ICA breach contentions is that Halo is  
24 not the originating provider, correct?

25 A. That's correct.

1           Q.       The arrangement between AT&T and Halo,  
2 that's not a switched access Feature Group D  
3 arrangement, is it?

4           A.       That's correct.

5           Q.       It's not a switched access Feature  
6 Group C arrangement either, is it?

7           A.       I believe what I've testified, that it  
8 was similar to Feature Group C because it's using the  
9 LEC-to-LEC network.

10          Q.       I'm talking about the arrangement  
11 between AT&T and Halo.

12          A.       And I believe I answered that yes, it  
13 would be in that --

14          Q.       Similar to Feature Group C?

15          A.       Yes, it's traditional signaled calls,  
16 NPA and XX routing without the use of an  
17 interexchange carrier.

18          Q.       Well, it is a type 2 A interconnection  
19 arrangement, isn't it?

20          A.       That's what Halo ordered.

21          Q.       Okay. The interface, the physical  
22 interface is not the same as the physical interface  
23 for Feature Group C, is it?

24          A.       The physical interface is the same.

25          Q.       It is?

1           A.       The nomenclature is different.

2           Q.       **The nomenclature is different. Okay.**  
3       **That's fair enough.**

4                   MR. McCOLLOUGH: I'm sorry, your Honor.  
5 I'm trying to get through some of these.

6                   JUDGE STEARLEY: That's all right.  
7 Collect your thoughts.

8 BY MR. McCOLLOUGH:

9           Q.       **The records that AT&T sends to the other**  
10 **ILECs that are involved in this case, they do**  
11 **identify Halo as the originating provider, don't**  
12 **they?**

13          A.       Yes.

14          Q.       **I want you to assume with me that AT&T**  
15 **has a large business customer, say, some enterprise**  
16 **that has an ISD and PBX. You know what that is,**  
17 **don't you?**

18          A.       Yes.

19          Q.       **AT&T would interconnect -- little "i"**  
20 **interconnection with that customer over ISD and PRI**  
21 **trunks, right?**

22          A.       That's correct.

23          Q.       **23 bearer, one data?**

24          A.       That's correct.

25          Q.       **And there is a specified type of**

1 signaling for ISD, and it's sort of like but not  
2 exactly like SS7?

3 A. That's correct.

4 Q. One of the fields that are in the ISD  
5 and PRI D channel capabilities includes something  
6 that's the equivalent of the CPN parameter, doesn't  
7 it?

8 A. That's correct.

9 Q. Is there a charge number parameter in  
10 the ISDN signaling?

11 A. Off the top of my head, I don't recall  
12 exactly.

13 Q. You don't. Assume you have this  
14 enterprise customer who has an ISDN PBX and assume  
15 this enterprise customer has some work-at-home  
16 arrangement whereby their folks can work at home.  
17 Maybe even all the way out in Alma territory. Can  
18 you assume with me on that?

19 A. Okay.

20 Q. And this work-at-home person can get via  
21 broadband to the enterprise network's IP network and  
22 ultimately can reach the PBX. That's technically  
23 possible, yes?

24 A. That's possible.

25 Q. And so if this work-at-home person

1 wanted to make a phone call, say, to somebody else on  
2 the public switch network, this person physically in  
3 Alma could actually use the enterprise PBX that's in  
4 AT&T's exchange area to launch a call to the PSTN,  
5 right?

6 A. Yes.

7 Q. Now, if that call was to a terminating  
8 number in the same local calling area, AT&T would  
9 think that's a local call, right?

10 A. It would appear to be local.

11 Q. Even if Alma, where the user actually  
12 is, is not in that rate center, right?

13 A. From what you've described.

14 Q. Uh-huh. And it is possible for the  
15 enterprise customer or even the user to see to it  
16 that the ISDN PRI PBX signals a number unique to that  
17 user, right?

18 A. Normally.

19 Q. Which may or may not be within the same  
20 block of numbers as the main block of numbers for --  
21 used for the enterprise customer, right?

22 A. I'm not sure I'm following you.

23 Q. Well, I mean, for example, this  
24 work-at-home person could want to have that ISD and  
25 PRI signal a number that is associated with the

1 work-at-home person's cell phone. Could do that,  
2 couldn't it?

3 A. They could superimpose that, yes.

4 Q. Yes. Yes, they could. And there might  
5 be a reason for that, right, so that people could  
6 call it back, call that person back without going  
7 through the PBX?

8 A. Potentially.

9 Q. Okay. Now, when that call arrived at --  
10 arrives at AT&T's Central Office, its going to see a  
11 CPN under my hypothetical here, this other CPN  
12 associated with this work-at-home person's cell phone  
13 number in the CPN equivalent of the ISDN signaling on  
14 the D channel, right?

15 A. If that's what they send.

16 Q. Isn't it true that at that point, AT&T  
17 would also insert a charge number information and the  
18 charge number parameter associated with the billing  
19 telephone number of the enterprise customer?

20 MR. FRIEDMAN: Objection. If I'm  
21 following correctly, the witness has testified that  
22 he does not know whether there is a CN parameter in  
23 that signal, and so I don't see how he can answer the  
24 question about what AT&T would insert by way of that  
25 parameter.

1 MR. McCOLLOUGH: I think Mr. Neinst  
2 understood me better than counsel did. I'm now  
3 talking about what AT&T Central Office would do,  
4 not -- in response to that call coming in, not what  
5 was being signaled to AT&T Central Office.

6 JUDGE STEARLEY: I'll overrule the  
7 objection.

8 THE WITNESS: If the PBX customer  
9 ordered a charge number to be set up on their  
10 account, then AT&T would translate that charge number  
11 to exist on that account where it would be used for  
12 all calls, which is the normal industry standard for  
13 the use of charge number, which is in my testimony.

14 BY MR. McCOLLOUGH:

15 Q. So we would have an instance where AT&T  
16 would be signaling information -- once it gets on the  
17 signaling system 7 side, would be signaling this  
18 work-at-home person's cell phone number but the  
19 enterprise customer's charge number, right?

20 A. The number that was superimposed.

21 Q. Yes. And AT&T would be inserting this  
22 information at the Central Office. The Central  
23 Office would be talking to the STP and saying, put  
24 this in charge number, right?

25 A. You say -- the charge number you're



1 saying?

2 Q. Yes, sir.

3 A. Yes, as ordered by the customer, that's  
4 correct.

5 Q. AT&T would be the one populating this  
6 information?

7 A. That is correct.

8 Q. For jurisdictionalization and rating  
9 purposes, AT&T would treat that call -- or rate that  
10 call based on the charge number rather than the CPN,  
11 wouldn't it?

12 A. No.

13 Q. No? It would not? So for example, if  
14 this work-at-home person was actually calling  
15 somebody that's in the local calling area of the  
16 enterprise customer and its BTN, AT&T would pay  
17 access charges to the terminating carrier?

18 A. The charge number is used by the  
19 interexchange carriers to determine who the financial  
20 party is responsible for the toll charges generated  
21 by the one-plus dialing.

22 Q. Well, let's back up a minute because my  
23 questions to you were not dependent on whether this  
24 was a toll call or a local call. Let's back up for a  
25 second, get this all clear.

1                   We have our work-at-home person in Alma  
2                   territory getting into an enterprise ISDN PRI PBX in  
3                   an AT&T Central Office. They have signaled their  
4                   cell phone number and CPN, AT&T has inserted the  
5                   enterprise BTN in the charge number parameter. We're  
6                   together on that, are we not?

7                   A.           That's correct, that's correct.

8                   Q.           Now, if this work-at-home person was  
9                   calling a user served by another exchange carrier but  
10                  in the local calling area where the enterprise  
11                  customer is, local call to the PBX customer -- are  
12                  you with me?

13                  A.           Yes.

14                  Q.           Say some CLEC in Springfield, okay, AT&T  
15                  would contend that that is a reciprocal compensation  
16                  call, wouldn't it?

17                  A.           Normally they look at the CPN, the  
18                  calling and called numbers to determine jurisdiction,  
19                  and charge numbers are used, like I said, for  
20                  purposes of toll charges and sues the responsible  
21                  person for the toll charges.

22                               MR. McCOLLOUGH: Objection.

23                               Nonresponsive.

24                               BY MR. McCOLLOUGH:

25                   Q.           AT&T would contend that is a reciprocal

1 compensation call, wouldn't it?

2 A. Your scenario is incomplete. I can't  
3 answer the question.

4 Q. If the call terminates in an area on the  
5 network of another exchange carrier, not AT&T, that  
6 is local to where the PBX is and local to the number  
7 that is signaled in charge number, AT&T would contend  
8 that's a reciprocal compensation call, wouldn't it?

9 A. I don't believe so.

10 Q. You pay access on that call?

11 A. I believe that -- well, I would say if  
12 it's generated by the PBX, yes, I would say it's  
13 local.

14 Q. Thank you. In fact, AT&T would treat  
15 that PBX as the originating endpoint, wouldn't it?

16 A. Yes.

17 (HALO EXHIBIT NO. 14 WAS MARKED FOR  
18 IDENTIFICATION BY THE COURT REPORTER.)

19 MR. MCCOLLOUGH: Your Honor, while we're  
20 handing this out, I'm probably going to have about 30  
21 minutes on this exhibit. I will leave to you whether  
22 you want me to slog on or whether you wish to break  
23 for lunch. I'll give you a third alternative.  
24 Interrupt me at any time.

25 JUDGE STEARLEY: Well, how about this.

1 How much longer of cross in total do you think you  
2 have? We've gone about 30 minutes, I believe, if I'm  
3 counting right on cross.

4 MR. McCOLLOUGH: I believe I'm about 30  
5 minutes in, and my understanding is I have an hour  
6 with this witness, and I'm going to use every second  
7 of it.

8 JUDGE STEARLEY: I understand that.  
9 After that hour you had talked about floating a  
10 little on the times depending on shortening cross of  
11 other witnesses, so I'm just trying to get an idea of  
12 overall how much total time.

13 MR. McCOLLOUGH: Certainly. I doubt  
14 I'll use the entire hour for Mr. Drause. But what I  
15 had really been talking about with working with the  
16 time limits on the other witnesses was for the Alma  
17 and Craw-Kan witnesses, and I was hopeful that I  
18 could get some extra time on one if we give you back  
19 a bunch of time on the others.

20 JUDGE STEARLEY: All right. We'll try  
21 to finish this witness before breaking for lunch.

22 MR. McCOLLOUGH: Yes, sir.

23 BY MR. McCOLLOUGH:

24 Q. Sir, you've been handed --

25 MR. FRIEDMAN: I'm sorry. Just for -- I

1 can't resist mentioning that actually we have been  
2 timing and I would have had 40 minutes. Obviously if  
3 you're sure of your 30, your Honor, then --

4 JUDGE STEARLEY: I'm not 100 percent  
5 sure. I can tell you I know at least that much has  
6 happened.

7 MR. FRIEDMAN: Because I do enjoy  
8 listening to Mr. McCollough, but I get to do it all  
9 the time, so...

10 BY MR. MCCOLLOUGH:

11 Q. All right, sir. You've been handed  
12 what's been marked as Halo Exhibit 14. Do you see  
13 that there?

14 A. I do.

15 Q. Does that appear to be excerpts of  
16 AT&T's intrastate access tariff?

17 A. That's what it appears to be.

18 Q. I will represent to you that I pulled  
19 this down off of AT&T's tariff website I think  
20 Sunday. So do you have any doubt that this is a  
21 correct set of --

22 MR. FRIEDMAN: Let me interpose. I  
23 mean, I think I have a foundation problem. If you're  
24 trying to lay -- if you're trying to lay a foundation  
25 for offering the document into evidence, we may be

1 able to get there without kind of having the witness  
2 speculate about whether this is the real deal.  
3 You're representing, I take it, Counsel, that this  
4 is, in fact, excerpts from the tariff that it appears  
5 to be excerpts from?

6 MR. McCOLLOUGH: Yes.

7 MR. FRIEDMAN: And it is just excerpts?

8 MR. McCOLLOUGH: Yes.

9 MR. FRIEDMAN: Then AT&T will stipulate  
10 to the admission of this exhibit subject to its  
11 reservation of a right to supplement from this tariff  
12 if it proves appropriate.

13 MR. McCOLLOUGH: I will accept that  
14 offer, and I will even be so generous as to say that  
15 if they wish to exercise their right of optional  
16 completeness after the close of hearing, I would not  
17 have an objection so that would give them enough time  
18 whatever pages they need.

19 JUDGE STEARLEY: All right. Very well.

20 MR. McCOLLOUGH: I move the admission,  
21 then, of AT&T -- I mean Halo 14.

22 JUDGE STEARLEY: All right. Any other  
23 party have any objections to the admission of this  
24 exhibit?

25 MR. JOHNSON: What's the number?

1 MR. McCOLLOUGH: 14.

2 (NO RESPONSE.)

3 JUDGE STEARLEY: Okay. Hearing none, it  
4 shall be received subject to conditions agreed to by  
5 counsel.

6 (HALO EXHIBIT NO. 14 WAS RECEIVED INTO  
7 EVIDENCE AND MADE A PART OF THE RECORD.)

8 BY MR. McCOLLOUGH:

9 Q. As I was going through this tariff,  
10 Mr. Neinast, I saw some interesting provisions in  
11 here talking about end-service providers. Why don't  
12 you take a look at 7th revised sheet 2 which should  
13 just be the second page of this exhibit. 212 A.  
14 There's some discussion about when ESPs use switched  
15 access service.

16 And we don't need to wrestle a whole  
17 bunch about it, but I just want you to confirm with  
18 me that this tariff contemplates that an ESP can  
19 originate a communication. You agree with me?

20 MR. FRIEDMAN: I'm going to object on  
21 foundation grounds and also on the ground that the  
22 document speaks for itself. I don't think we have  
23 any basis to believe that this particular witness has  
24 any specialized knowledge that would enable him to  
25 help the Commission understand the tariff.

1 MR. McCOLLOUGH: I'll just rephrase the  
2 question.

3 JUDGE STEARLEY: Or you could lay some  
4 foundation.

5 MR. McCOLLOUGH: Certainly. And we can  
6 just move on pretty quickly. I'm just going to get  
7 him to agree with me that 212 A, the third little  
8 dash point, speaks to calls which originate at an ISP  
9 and terminate to an enduser; is that correct?

10 JUDGE STEARLEY: And that's where the  
11 document speaks for itself.

12 MR. FRIEDMAN: The stipulated document  
13 says whatever it is that it appears to say.

14 BY MR. McCOLLOUGH:

15 Q. Let's turn to sheet 5, 214 B. Are you  
16 there?

17 MR. FRIEDMAN: I'm a little slow.  
18 Sorry.

19 MR. McCOLLOUGH: It should be the third  
20 page.

21 MR. FRIEDMAN: I'm with you. Thank you.

22 BY MR. McCOLLOUGH:

23 Q. Or fourth page. 214 B, would you agree  
24 with me that that just pretty much says AT&T gets to  
25 figure out routing when switched access is involved?



1 MR. FRIEDMAN: Same objection.

2 JUDGE STEARLEY: And I believe the same  
3 applies that we've already admitted it into evidence.  
4 The document does speak for itself.

5 MR. McCOLLOUGH: Let's then turn to  
6 page 16.5. I think I'm beginning to understand the  
7 rules of the road on the tariff, and so that's -- I  
8 think it's really two things: One, get moving, and  
9 two, you don't have to ask him what the tariff says,  
10 we can all brief it. We will proceed in that  
11 fashion.

12 JUDGE STEARLEY: Good summary.

13 MR. McCOLLOUGH: Thank you.

14 BY MR. McCOLLOUGH:

15 Q. 16.5, sir. To 316 continuing through  
16 16.51 and all the way over to the bottom of third  
17 revised sheet 17. Do you see that?

18 A. I see that.

19 Q. Okay. I just want to ask you generally,  
20 does that appear to be AT&T Missouri's attempt to  
21 implement the FCC's Connect America order with regard  
22 to how toll VoIP will be treated for access charge  
23 purposes?

24 MR. FRIEDMAN: Obvious objection. It is  
25 what it is. Counsel could ask the witness if he was

1 familiar with the circumstances under which this  
2 tariff -- these tariff pages were prepared.

3 And if the witness has knowledge of  
4 those circumstances and can testify about what AT&T's  
5 intentions were on that basis, that's fine. But  
6 certainly it's not appropriate to ask the witness to  
7 kind of look at the words apparently for the first  
8 time and to hazard a guess as to what the point was.

9 JUDGE STEARLEY: This question goes  
10 beyond the plain words in the tariff, and I believe  
11 the witness can answer it. If he doesn't know, he  
12 can simply tell us he doesn't know.

13 MR. McCOLLOUGH: Thank you, your Honor.

14 JUDGE STEARLEY: And if you need to take  
15 a little time to examine those pages, please feel  
16 free to do so.

17 THE WITNESS: I believe I would need to  
18 do that, sir. Can you repeat the question, please?

19 BY MR. McCOLLOUGH:

20 Q. The question was, does this appear to be  
21 AT&T Missouri's filing to implement the FCC's Connect  
22 America order for treatment of toll VoIP for purposes  
23 of access charges?

24 A. I see a reference footnote 2 that  
25 discusses the FCC Connect America order, but I

1 haven't been able to determine if it's for the access  
2 charges as viewed. I believe that may be what it is,  
3 but --

4 Q. If you don't know, sir, just tell us you  
5 don't know and we can move on.

6 A. Well, it does appear to be  
7 access-related.

8 Q. Okay. We're going to skip a bunch of  
9 pages and move over to Section 2.4.5. I'm providing  
10 this reference just in case you need it. I'm going  
11 to ask you what I think is a bit more of a general  
12 question. Do you know what meet-point process AT&T  
13 and the other ILECs in this case are using for  
14 purposes of Halo's traffic, whether it's single  
15 tariff or --

16 A. Not off the top of my head, no.

17 Q. They are doing meet-point billing,  
18 though, aren't they?

19 A. I suppose.

20 Q. Okay. You can put the tariff away, sir.  
21 Let's turn to your rebuttal. This goes to the ESP  
22 issue. I guess beginning on page 13 of your rebuttal  
23 and continuing over about midway through page 16.  
24 Just for context this is where I'm going to be  
25 questioning you from.

1                   We can all argue and brief, sir, whether  
2 what Transcom does qualifies it as an ESP or not.  
3 Let's see if I can't just get you to agree on a  
4 couple of technical things. Would you agree with me,  
5 sir, that from a technical perspective, once again  
6 returning to Suzie over here in your diagram,  
7 information that goes into the microphone when Suzie  
8 is talking to Grandma, it's not exactly the same as  
9 the information that comes out when Grandma hears it,  
10 is it?

11           A.       No, I wouldn't agree.

12           Q.       You think it is exactly the same?

13           A.       I believe so.

14           Q.       Okay. So if during the conversation  
15 there's a squeaky door back there behind Suzie,  
16 Grandma's going to faithfully hear that squeaky door  
17 or the traffic at issue?

18           A.       I have no knowledge of these doors.

19           Q.       So you don't know whether by virtue of  
20 Transcom's processing of these communications  
21 Transcom may, in fact, be doing things that would  
22 cause the squeaky door sound to go away, do you?

23           A.       I have no knowledge of what Transcom is  
24 doing to make any kind of enhancement.

25           Q.       Well -- so you don't really know whether

1 on the communications at issue some of the  
2 information that impacts the microphone on Suzie's  
3 phone doesn't come out the end for Grandma to hear,  
4 do you?

5 A. I have no proof of that, no.

6 Q. You don't know that it does, you don't  
7 know that it doesn't?

8 A. That's correct.

9 Q. Okay. What about the comfort noise  
10 generation? You know about comfort noise generation,  
11 don't you?

12 A. Yes.

13 Q. You know what that is?

14 A. Yes.

15 Q. Typically in an IP system, the egress  
16 gateway is what generates the comfort noise?

17 A. Yes.

18 Q. Suzie's microphone didn't get noise, did  
19 it?

20 A. No.

21 Q. Transcom created it on the egress side,  
22 didn't it?

23 A. Yes.

24 Q. That's new information, isn't it?

25 A. That's not an enhancement.

1 MR. McCOLLOUGH: Objection.

2 Nonresponsive.

3 BY MR. McCOLLOUGH:

4 Q. That's new information, isn't it?

5 A. It's -- it's IP-related conditioning of  
6 the call.

7 Q. It's new information, isn't it?

8 JUDGE STEARLEY: Mr. Neinast, if you  
9 could please speak into your microphone.

10 THE WITNESS: It's -- I don't know that  
11 it's -- it's different information, I suppose.  
12 It's...

13 BY MR. McCOLLOUGH:

14 Q. It's not information that Suzie gave to her  
15 microphone; it's information that Transcom supplied?

16 A. That's correct.

17 Q. Okay. And Grandma hears it, the comfort  
18 noise generation?

19 A. She may.

20 Q. You know how SIP works, don't you,  
21 session initiation protocol?

22 THE COURT REPORTER: What?

23 MR. McCOLLOUGH: Session initiation  
24 protocol.

25 THE COURT REPORTER: Thank you.

1 BY MR. McCOLLOUGH:

2 Q. It's an IP-based voice application,  
3 right?

4 A. Right.

5 Q. SIP has its own kind of call control,  
6 doesn't it?

7 A. Yes.

8 Q. Not out of band, right?

9 A. That's correct.

10 Q. It's part of the header information in  
11 the IP site?

12 A. That's correct.

13 Q. So somebody who has to convert SIP to  
14 TDM and SS7 has to extract header information and  
15 populate information in the signaling system 7  
16 information?

17 A. That's correct.

18 Q. It's not a matter of grabbing some SS7  
19 stuff and putting it in SS7 once again, is it?

20 A. It's an interworking process.

21 Q. It is interworking. SIP does not have a  
22 parameter for charge numbers.

23 A. Is that a question?

24 Q. Yes, sir.

25 A. That's what I understand.

1 Q. Okay. So if what Halo and Transcom  
2 connect to each other with is a SIP-based  
3 arrangement, Halo would not be receiving charge  
4 number information in the SIP headers, would it?

5 A. I guess not.

6 Q. Therefore, there was nothing for Halo to  
7 change, is there?

8 A. If it wasn't there to begin with, it  
9 couldn't be changed.

10 Q. Yes. Have you ever read the standard  
11 for SIP, the IETF standard?

12 A. Not in full.

13 Q. Not in full. Did you read the beginning  
14 part?

15 A. I've glanced, read it, some of it. It's  
16 quite voluminous.

17 Q. It's a IP protocol that is used for  
18 media, correct?

19 A. Yes.

20 Q. Okay. Where only audio is exchanged, at  
21 least in the early phases?

22 A. Yes.

23 Q. Okay. The original standards for SIP  
24 interworking with the PSTN were written so that  
25 somebody who was using SIP would get an ISD and PRI;



1 isn't that true?

2 A. I don't know off the top of my head.

3 Q. Well, the initial request for comments  
4 for SIP to TDM interworking related to the  
5 interworking with an ISDN PRI rather than directly to  
6 SS7, didn't it?

7 A. I don't remember off the top of my head.

8 Q. You don't know. Your discussion in your  
9 direct about discontinuance of service begins on  
10 page 30. Wouldn't you agree with me that if the  
11 communications that Transcom is processing and then  
12 handing off to Halo for termination have no other  
13 means to reach the PSTN besides through Halo, then  
14 any disconnection of Halo will mean those calls won't  
15 go through?

16 A. Not necessarily.

17 Q. Well, if Halo's the only route, how else  
18 can it get there?

19 MR. FRIEDMAN: If I may, I want to make  
20 sure I understand the question. Is the question  
21 whether if there's no other way to get there, if we  
22 make that assumption, that from that assumption that  
23 follows that there's no other way to get there --

24 MR. McCOLLOUGH: Yeah, I was basically  
25 asking him a tautology, yes.

1 MR. FRIEDMAN: So if X is true, then X  
2 follows?

3 MR. McCOLLOUGH: Yes.

4 MR. FRIEDMAN: We'll stipulate that if X  
5 is true, X follows.

6 MR. McCOLLOUGH: All right.

7 BY MR. McCOLLOUGH:

8 Q. In your discussion of your Tennessee  
9 experience, you weren't able to match Halo's trunks  
10 going down to traffic ramping up over other  
11 connections, were you? All you saw was none was  
12 blocked?

13 A. Well, there's so many calls, it's almost  
14 impossible to determine what other routes Transcom  
15 may or may not have or its upstream carriers may or  
16 may not have. All I looked at was the trunks between  
17 Halo and AT&T did not block.

18 Q. Well, when you-all had taken them down,  
19 of course they were blocked. I thought your  
20 testimony was that, well, we took Halo down and the  
21 calls still went through.

22 A. We still see SS7 signals in that their  
23 requests do not create a significant or any  
24 negligible amount of blocking request for calls.

25 Q. Okay. Let's -- let's break that apart.

1 First of all, I want to go back to one of my -- my  
2 first question. You're not sitting here saying that  
3 in Tennessee when you-all took Halo down within an  
4 hour after the Commission order, you saw a bunch of  
5 traffic all of a sudden go on other trunks; you're  
6 not saying that, are you?

7 A. I'm not saying that, no.

8 Q. What you're saying is we were looking  
9 for blocking and there wasn't any?

10 A. I'm not exactly saying that. We went  
11 back and verified was there any notice of blocking  
12 and the people charged with monitoring the network  
13 didn't even know it occurred which is not normal in a  
14 blocking situation. They would know immediately if  
15 there was blocking, and there was none. I had to  
16 tell them that it occurred, which is not normal.

17 Q. So your network people didn't even know  
18 the networks had gone down?

19 A. That's correct.

20 Q. So wouldn't you agree with me that it is  
21 possible that when AT&T turned down Tennessee with  
22 Halo, that some number of calls didn't find another  
23 route?

24 A. I have no idea.

25 Q. You don't know? And you're not

1     **suggesting to this Commission that every call still**  
2     **found its home, are you?**

3             A.       The information that I have reviewed  
4     stated that it would find a way to complete.

5             Q.       **What did you look at besides just what**  
6     **you have testified to?**

7             A.       That is all I can look at.

8             Q.       **Okay. So then how can you say that**  
9     **every call found its home other than as far as we**  
10    **know, nobody got blocked?**

11            A.       That's -- I took it as far as I could.  
12    And as I stated in previous hearings, if I had a list  
13    of the carriers that were sending this traffic, I  
14    could verify the various trunk routes to determine  
15    if, in fact, what you're asking is true or not.

16            Q.       **You mean AT&T California, in your**  
17    **picture?**

18            A.       It wouldn't -- AT&T California is not an  
19    interexchange carrier, so it would not be AT&T  
20    California.

21            Q.       **Well, you gave a list of originating**  
22    **carriers in your testimony, MN 5. Did you talk to**  
23    **them?**

24            A.       I believe it's the intermediate carriers  
25    that are responsible for this.

1           Q.       So you're assuming that Transcom is  
2 connected to IXCs, aren't you?

3           A.       I have no -- I have no knowledge of what  
4 they're connected to.

5           Q.       You don't know whether Transcom is  
6 actually connected to IXCs, do you?

7           A.       I don't have a list of their customers.

8           Q.       So quite frankly, you really just don't  
9 know if when Tennessee went down, there were a bunch  
10 of people trying to call Grandma that couldn't get  
11 through anymore, do you?

12          A.       To the best of my ability to verify, we  
13 verified that none -- no failures occurred.

14          Q.       So you're saying that Grandma in AT&T's  
15 network all of a sudden noticed that Suzie wasn't  
16 calling anymore and didn't call AT&T on account of  
17 it? I'm sorry. What I'm having trouble  
18 understanding is how you can link what you looked at  
19 to the conclusion that you reached.

20          A.       The conclusion I reached was based on  
21 common practice within the interexchange carrier  
22 community that they have alternate routes preprepared  
23 and necessarily take those alternate routes in the  
24 event of failure. Redundant networks as they're  
25 called.

1 Q. Okay. But none of these industry  
2 standards would work if Transcom customers are not  
3 IXCs, would they?

4 A. I don't think one precludes the other.

5 Q. So it's your position that industry  
6 standards from the Legacy circuit switched sets of  
7 rules and analyses developed in the '20s and '30s  
8 when crossbar switches dotted the landscape which  
9 should be what rules today as the information?

10 A. I'm not sure I understand the question.

11 MR. MCCOLLOUGH: That's all right. I  
12 pass the witness.

13 JUDGE STEARLEY: All right. Now, I've  
14 got three parties left to cross-examine this witness,  
15 and I'm expecting a fair amount of redirect from  
16 AT&T. The parties want to go ahead and break for  
17 lunch now? All right. We will recess, and when we  
18 come back, we'll pick up with cross.

19 (THE LUNCH RECESS WAS TAKEN.)

20 JUDGE STEARLEY: All right. We're back  
21 from our lunch break. Mr. Neinast remains on the  
22 stand, and I remind you that you're still under oath.  
23 We're picking up with cross-examination from Staff.

24 MS. DALE: Oh, sorry.

25 MS. McCLOWRY: Staff has no questions.

1 JUDGE STEARLEY: From Craw-Kan?

2 MR. ENGLAND: Thank you, your Honor.

3 CROSS-EXAMINATION BY MR. ENGLAND:

4 Q. Good afternoon, Mr. Neinast. My name is  
5 Trip England. I represent the small telephone  
6 company group known as Craw-Kan, et al.

7 A. Yes, sir.

8 Q. I'd like to follow up on some  
9 cross-examination Mr. McCollough pursued with you  
10 regarding calling number and calling party number, CN  
11 versus CPN.

12 A. Okay.

13 Q. Do you recall that line of questioning?

14 A. I do.

15 Q. And let me begin by saying I am not  
16 nearly as technically well-versed as either you or  
17 Mr. McCollough appear to be, so I'd like to try to  
18 keep this at a fairly high level.

19 A. Okay.

20 Q. I'm not going to try to put words in  
21 your mouth, but if I do misstate, let me know.

22 A. Okay.

23 Q. My understanding is that call detail  
24 that's sent in the SS7 record may be different from  
25 the call detail record that is captured by a

1     **company's end-office switch in its AMA record.**

2           A.       That's correct.

3           **Q.       Could you give me some of the**  
4     **differences, if you will, or distinctions there,**  
5     **please?**

6           A.       Well, certainly.  The -- the AMA is a  
7     record that the switch creates upon receipt or  
8     origination of a call.  And then certain parameters  
9     that are there for that call are placed on that AMA  
10    record, and then the AMA record from the switch is  
11    passed to a billing system, and the billing processes  
12    that record for intercarrier compensation.

13          **Q.       So the AMA record is helpful to the**  
14     **company in preparing a billing statement, if you**  
15     **will?**

16          A.       That's correct.  That's its -- that's  
17     its intent.

18          **Q.       Now, when charge number is inserted into**  
19     **the -- into the call record, if you will, is it -- am**  
20     **I correct, I guess, in understanding that it somehow**  
21     **overrides or replaces the CPN?  Again, I'm talking**  
22     **about AMA records.**

23          A.       Well -- the AMA records.  From my  
24     understanding of the AMA records to what AT&T  
25     Missouri has today is that we're not creating or



1 collecting the CPN on the AMA records today. So what  
2 we have is a billing telephone number which would  
3 allow, you know -- is it Kan-Craw or --

4 Q. Craw-Kan.

5 A. Craw-Kan, I'm sorry. I had it  
6 backwards. -- would not allow -- would allow you to  
7 be able to know who the originating carrier was, Halo  
8 in this instance, but would not necessarily have all  
9 of the CPN data to jurisdictionalize every call, the  
10 way I understand it.

11 Q. It's my understanding, at least for  
12 purposes of this case, we're dealing with three  
13 periods of time. There was a time before mid  
14 February of 2011 when Halo was doing one thing, it  
15 changed about mid February 2011, continued until  
16 approximately December 29th, 2011, when they went  
17 back to doing apparently what they were doing before  
18 mid February of 2011?

19 A. That's correct.

20 Q. Okay.

21 A. And then they inserted the charge number  
22 from February to December of 2011.

23 Q. Okay. Now, for purposes of the Craw-Kan  
24 companies that I represent, and keeping in mind they  
25 have end-office switches that can create some AMA

1 records, when the charge number is inserted into the  
2 call path, if you will --

3 A. Uh-huh.

4 Q. -- what does that do to their records  
5 both before and after the call party --

6 A. Okay.

7 MR. McCOLLOUGH: Objection. Calls for  
8 speculation. The witness has not testified that he's  
9 familiar with the AMA records' creation process used  
10 by the nonAT&T companies.

11 JUDGE STEARLEY: Mr. England?

12 BY MR. ENGLAND:

13 Q. Well, then, could you give us an example  
14 using your own end-office switches -- excuse me.  
15 When I say "your own," I mean AT&T end-office  
16 switches.

17 A. Okay. What an end-office -- well, if a  
18 call terminates at AT&T, we actually create the  
19 record at the tandem, not the end-office, because  
20 it's a tandem connection. But it would work the same  
21 way. But basically the industry has agreed that when  
22 you use charge number and even in the event where you  
23 have charge number and CPN, the charge number is used  
24 in lieu of CPN if they're different for purposes of  
25 rating the call.

1 Q. And if the --

2 MR. McCOLLOUGH: Nonresponsive. The  
3 question was about records creation. The answer was  
4 about what's used for billing. I think what the  
5 question was is would the AMA record also contain  
6 CPN. He did not answer that question.

7 JUDGE STEARLEY: Mr. England, is that  
8 what you were asking?

9 MR. ENGLAND: I can't remember, your  
10 Honor.

11 MR. FRIEDMAN: It may be appropriate, I  
12 don't know, your Honor, for me to respond to that  
13 objection since it's directed to the conduct of my  
14 witness. And I would point out that, first of all,  
15 the objection doesn't ask the court to do anything.  
16 Counsel didn't ask the Court to do anything.

17 MR. McCOLLOUGH: Move to strike.

18 MR. FRIEDMAN: And secondly,  
19 Mr. McCollough can't -- there is no such thing as one  
20 party objecting on the ground of lack of  
21 responsiveness to a question asked by another party.  
22 So to the extent that it is a recognizable objection,  
23 it has to be overruled.

24 MR. ENGLAND: And your Honor, I guess  
25 that's where I was going with that. I didn't

1 acknowledge or understand the question to be  
2 nonresponsive, so I don't have an objection to the  
3 answer to my question.

4 JUDGE STEARLEY: All right. The  
5 objection will be overruled.

6 MR. ENGLAND: Thank you.

7 BY MR. ENGLAND:

8 Q. Do you have any reason to believe that  
9 the end-office switches that my companies purchase  
10 and install are any different than those that AT&T  
11 uses in its method?

12 A. No, I do not.

13 Q. Okay. I believe you were asked a  
14 question regarding meet-point billing, and I can't  
15 recall if you answered it or said you don't know.  
16 But I'm going to ask you a question. If you can  
17 answer it, great; or if you don't know, that's fine.

18 For traffic that is transited through  
19 AT&T to my clients on what we've called either the  
20 Feature Group C or the LEC-to-LEC network in  
21 Missouri, is that traffic meet-point-billed to your  
22 understanding or not?

23 A. My understanding, if it's toll traffic,  
24 it's under the -- falls under the meet-point billing  
25 process.

1 Q. And I guess conversely, if it would be  
2 wireless locally, it would not be meet-point billing;  
3 is that correct?

4 A. I would think that's correct.

5 MR. ENGLAND: Excuse me, your Honor.  
6 Just checking my notes.

7 JUDGE STEARLEY: That's fine. Take your  
8 time. We like good questions.

9 MR. ENGLAND: I'm sorry, but I can't  
10 promise that, your Honor.

11 BY MR. ENGLAND:

12 Q. Did I understand you to say in response  
13 to questions from Mr. McCollough that whether it's  
14 Feature Group C or a wireless 2 A connection, the  
15 physical interconnection is the same?

16 A. That's correct.

17 Q. Let me switch gears on you, sir. Are  
18 you familiar with the responses that AT&T provided to  
19 the data requests of Craw-Kan, et al?

20 A. At a high level.

21 Q. These are the traffic studies, if you  
22 will, that Craw-Kan requested and I believe you  
23 provided, or at least your company provided.

24 A. Yes. Yes, that's correct.

25 Q. And I believe these are attached to the

1     Craw-Kan witnesses' testimony as Proprietary  
2     Exhibit 5?

3             A.        I believe that's correct.

4             Q.        Okay.  I'm not going to get into the  
5     proprietary nature of that.  Just wanted to make sure  
6     we're talking about the same thing.  Was the traffic  
7     that AT&T studied in those studies for Craw-Kan and  
8     the other companies essentially a subset of all the  
9     traffic AT&T studied for purposes of your analysis  
10    and I believe are summarized are schedule MN 4?

11            A.        That's correct.

12            Q.        Did you -- excuse me.  Did AT&T analyze  
13    the traffic terminating to Craw-Kan the same way it  
14    analyzed the traffic terminating to AT&T?

15            A.        That's my understanding.

16            Q.        And is that information that you  
17    provided to Craw-Kan or AT&T has provided to Craw-Kan  
18    true and correct to the best of your knowledge,  
19    information and belief?

20            A.        Yes, it is.

21                    MR. ENGLAND:  Thank you, sir.  I have no  
22    other questions.

23                    JUDGE STEARLEY:  All right.

24    Cross-examination for Alma?

25                    MR. JOHNSON:  Thank you, your Honor.

1 CROSS-EXAMINATION BY MR. JOHNSON:

2 Q. Mr. Neinast, my name is Craig Johnson.

3 I represent Alma, MoKan and Choctaw.

4 A. Yes, sir.

5 Q. I wanted to also go back and ask you a  
6 few questions about the out-of-band SS7 information  
7 that the network creates.

8 A. Okay.

9 Q. First of all, when was SS7 created?

10 A. I believe in the late '70s.

11 Q. Prior to the late '70s, was the network  
12 capable of producing sufficient information that the  
13 carriers would use to bill endusers toll charges as  
14 well as billing each other whatever charges they  
15 charged each other, intercarrier compensation  
16 charges?

17 A. Well, they used -- prior to SS7 they  
18 used multifrequency signaling, and there was a field  
19 called ANI, automatic number identification, which to  
20 a certain degree provided that type of detail.

21 Q. And this SS7 out-of-band signaling  
22 information that's created when a call is set up, how  
23 much information does the network create?

24 A. It's a lot of data.

25 Q. Do you know how many different fields

1     **there are in an SS7 record?**

2           A.       Not off the top of my head, but there's  
3     quite a few fields.  There's several layers and each  
4     layer has got numerous fields.

5           **Q.       For example, does that SS7 information**  
6     **give the caller's physical address for 911 purposes?**

7           A.       Off the top of my head, I don't remember  
8     that.  I don't -- 911 is a separate routing and  
9     normally used as a database for storing the physical  
10    street address.

11          **Q.       Let me ask you this.  How much of the**  
12    **information that the SS7 record creates is necessary**  
13    **for intercarrier billing?**

14          A.       Normally what the industry has decided  
15    to do with that particular instance is use the CPN,  
16    the calling and called number fields to determine  
17    jurisdiction of the call.

18          **Q.       And are you familiar with the types of**  
19    **billing records that the Missouri Enhanced Record**  
20    **Exchange Rule requires?**

21          A.       Not off the top of my head, I'm sorry.

22                   MR. JOHNSON:  Okay.  That's all the  
23    questions I have, your Honor.

24                   JUDGE STEARLEY:  All right.  Questions  
25    from the bench?  Commissioner Kenney, any questions



1 for this witness?

2 COMMISSIONER KENNEY: No, thank you.

3 JUDGE STEARLEY: Commissioner Stoll?

4 COMMISSIONER STOLL: I have no  
5 questions.

6 JUDGE STEARLEY: All right. There will  
7 be no recross. We are back to redirect, AT&T.

8 MR. FRIEDMAN: Thank you, your Honor.

9 REDIRECT EXAMINATION BY MR. FRIEDMAN:

10 Q. Mr. Neinast, do you recall having some  
11 discussion with Mr. McCollough about the studies that  
12 you did and talked about in your testimony that led  
13 you to the conclusion that Halo was delivering large  
14 volumes of landline-originated traffic to AT&T?

15 A. Yes.

16 Q. In particular, do you recall some  
17 discussion with Mr. McCollough about the possibility  
18 that any one particular call that you looked at and  
19 treated as landline for purposes of your study might,  
20 in fact, have originated wirelessly? Do you remember  
21 that general topic?

22 A. I do remember that.

23 Q. Okay. I'd like to put that in context a  
24 bit. Of the studies that you talk about in your  
25 testimony, which was of the longest duration? Do you

1 remember how long the longest term study was that you  
2 did?

3 A. That was four weeks.

4 Q. Okay. And we're going to use some ball  
5 park figures here and everyone will understand that.  
6 I think Mr. McPhee, do you recall, testifies in his  
7 direct testimony at page 5 that Halo's delivering  
8 24 million minutes of traffic each month --

9 A. I remember that.

10 Q. -- to AT&T Missouri? Do you recall  
11 that?

12 A. Yes, I do.

13 Q. So your study was four weeks,  
14 approximately a month. I'm going to use that  
15 24-million-minutes-a-month figure.

16 A. Okay.

17 Q. Is there an average length of a voice  
18 call that is used within the industry for certain  
19 sorts of calculations, a kind of positive average  
20 duration of a voice call?

21 A. Yes, there is. For trunk forecasting  
22 purposes, the industry has determined that the  
23 average voice call through engineering studies is  
24 three to five minutes.

25 Q. All right. For purposes of our

1 exercise, let's call it four minutes.

2 A. Okay.

3 Q. So we've got 24 million minutes in  
4 traffic that Halo's delivering to AT&T Missouri in a  
5 month. Figuring a four-minute average, I figure  
6 that's six million calls, give or take.

7 A. Sure.

8 Q. Does that sound right?

9 A. That sounds about average, yes.

10 Q. All right. Now, your study determined  
11 that of those six million calls, about two-thirds are  
12 landline-originated, if I remember right?

13 A. That's correct.

14 Q. So that would be four million calls?

15 A. That's correct.

16 Q. And I think that you did acknowledge to  
17 Mr. McCollough that any one of those four million  
18 calls that you treated as landline for purposes of  
19 your study might under some particular set of  
20 circumstances, in fact, have been  
21 wireless-originated?

22 A. That's correct.

23 Q. Taking that possibility fully into  
24 account, Mr. Neinast, what is your degree of  
25 confidence that Halo is, in fact, delivering large

1 volumes of landline-originated traffic to AT&T  
2 Missouri?

3 A. Absolutely --

4 MR. McCOLLOUGH: I'm going to object,  
5 your Honor. I don't think that this witness should  
6 be allowed to testify to this. He may be an expert,  
7 but even experts have to have some basis. The  
8 Daubert test is relatively clear on that. The  
9 witness admitted on cross-examination that he has no  
10 personal knowledge about any of these calls.

11 What we are about to get is somebody  
12 testifying, In my experience I believe that somewhere  
13 in there, there must be a bunch. He cannot testify  
14 to that, that is not a reliable conclusion, it is  
15 basically somebody saying it is so because he's an  
16 expert. I object to the question and I object to the  
17 response we're about to get.

18 JUDGE STEARLEY: And Mr. Friedman,  
19 before you respond, could you make sure your  
20 microphone's on?

21 MR. FRIEDMAN: Oh, I apologize.

22 JUDGE STEARLEY: I'd appreciate it.

23 MR. FRIEDMAN: It may have been off the  
24 whole time. Well, I suppose that that is a variation  
25 on the grounds for Halo's motion to strike in its

1 entirety everyone's testimony. So I would suggest  
2 for starters, that the witness be allowed to answer  
3 and that the answer be received subject to those  
4 grounds in the motion to strike.

5 JUDGE STEARLEY: The question seems to  
6 pertain to the studies Mr. Neinast has completed, if  
7 I'm understanding it correctly, and it relates to the  
8 hypotheticals Mr. McCollough had, in fact, offered  
9 and asked the witness to answer about. I believe  
10 it's fully within this witness's capability to talk  
11 further about his own study in relation to the  
12 hypotheticals that were, in fact, raised by Halo's  
13 counsel. So I'm going to overrule the objection and  
14 you may answer the question.

15 THE WITNESS: To the extent of my  
16 confidence level that there is large volumes of  
17 landline traffic, I am absolutely confident that  
18 there's large volumes of landline traffic within that  
19 four million minutes per month.

20 BY MR. FRIEDMAN:

21 Q. To your knowledge, has any  
22 representative of Halo denied that Halo is delivering  
23 significant volumes of landline -- of traffic that  
24 starts out in landline form to AT&T Missouri?

25 A. Not to my knowledge.

1 Q. To your knowledge, has Halo come forth  
2 with any sort of traffic study or other sort of study  
3 to shed light on the volume of such  
4 landline-originated traffic that it is delivering to  
5 AT&T Missouri?

6 A. No, they have not.

7 Q. I said Transcom, I should have said  
8 Halo.

9 A. They haven't either.

10 Q. Do you recall Mr. McCollough talking  
11 some with you about conclusions that you drew in your  
12 testimony from the experience in Tennessee when AT&T  
13 Tennessee discontinued service to Halo in Tennessee  
14 pursuant to the Tennessee Regulatory Authority's  
15 order?

16 A. Yes, I do.

17 Q. Do you recall that? Now, of course, it  
18 was Halo that AT&T Tennessee shut down, it wasn't  
19 Transcom, correct?

20 A. That's correct.

21 Q. If Transcom, after AT&T Tennessee  
22 discontinued service to Halo, experienced any problem  
23 completing calls that Transcom's customers handed off  
24 to Transcom for eventual delivery in Tennessee, do  
25 you know whether Transcom would be aware of those

1 **difficulties?**

2 A. Transcom would know.

3 Q. Have you -- has Transcom ever brought to  
4 your attention or to your knowledge anyone's  
5 attention any difficulties that it had with call  
6 completion in Tennessee after AT&T Tennessee  
7 discontinued service to Halo in that state?

8 A. No.

9 MR. FRIEDMAN: Okay. That's all I have  
10 on redirect. Thank you.

11 JUDGE STEARLEY: All right.

12 Mr. Neinast, I appreciate your testimony. As with  
13 the other witnesses, I'm not going to fully excuse  
14 you at this time in case the Commissioners would like  
15 to recall you for some additional questioning, but  
16 you may step down and AT&T may call its next witness.

17 MR. FRIEDMAN: AT&T calls as its next  
18 witness, Raymond Drause.

19 (The witness was sworn.)

20 JUDGE STEARLEY: Thank you. You may be  
21 seated and you may proceed.

22 MR. FRIEDMAN: Thank you.

23 DIRECT EXAMINATION BY MR. FRIEDMAN:

24 Q. Mr. Drause, would you please identify  
25 yourself, state your full name for the record and

1 state for whom you -- by whom you are employed?

2 A. My name is Raymond W. Drause, and I'm  
3 employed by McCall-Thomas Engineering Company.

4 Q. What is your profession?

5 A. I'm a registered professional engineer.

6 Q. Do you have in front of you the rebuttal  
7 testimony of Raymond W. Drause filed in this matter  
8 on June 19th, 2002, on behalf of AT&T Missouri which  
9 we've marked as AT&T Exhibit 5?

10 A. Yes.

11 Q. Did you prepare that rebuttal testimony?

12 A. Yes.

13 Q. You did not prepare any direct testimony  
14 in this case, correct?

15 A. That's correct.

16 Q. Is everything that you say in AT&T  
17 Exhibit 5 still true today?

18 A. Yes.

19 Q. Do you have any corrections to make?

20 A. No.

21 MR. FRIEDMAN: AT&T Missouri offers its  
22 Exhibit 5 into evidence subject, of course, to be  
23 briefed on the motion to strike of Halo and then  
24 tenders the witness for cross-examination.

25 JUDGE STEARLEY: All right. And as



1 before, I'm reserving ruling on those objections  
2 until we hear written responses. Cross-examination  
3 by Halo.

4 CROSS-EXAMINATION BY MR. MCCOLLOUGH:

5 Q. Hello, Mr. Drause. How are you doing?

6 A. Well. Good afternoon.

7 Q. Your background, one quick question. I  
8 believe you worked for New Centrix in the past?

9 A. I'm sorry?

10 Q. NuVox, I'm sorry. NuVox?

11 A. NuVox Communications, that's correct.

12 Q. Is that a CLEC?

13 A. Yes.

14 Q. And you were working for their  
15 competitive LEC operations?

16 A. That would be correct.

17 Q. Let's turn to page 6 of your testimony.  
18 Since you only filed one piece, I'll just refer to it  
19 as your testimony, understanding it's rebuttal.

20 A. Okay.

21 Q. Beginning on line 1, you said, "The IP  
22 data stream that's carrying the phone call enters the  
23 building at the tower site." Do you see that?

24 A. Yes.

25 Q. I want to talk with you from an

1 engineering and somewhat conceptual level about the  
2 meaning of those words, if I can. An IP data stream  
3 really doesn't carry a call, does it?

4 A. The call would be contained within the  
5 packets that are traveling through the network using  
6 IP.

7 Q. The packets would contain information  
8 that represent a communication between two people  
9 which happens to have voice, right?

10 A. Well, that would be another way to say  
11 it, yes.

12 Q. Now, on page 6, line 4 and line 9, you  
13 begin to discuss the Airspan WiMAX Pro V or MiMAX is  
14 the way that you have it typed here, Pro V customer  
15 premises equipment. Now, that -- that equipment is  
16 manufactured by Airspan, and it is marketed and sold  
17 as customer premises equipment, isn't it?

18 A. That's correct.

19 Q. Do you know whether it is registered as  
20 Part-90-compliant CPE with the FCC?

21 A. Well, when it comes to the CPE, one of  
22 the things that is important to remember is that  
23 companies like Airspan are not constrained by  
24 definitions that, for instance, the FCC might put  
25 forth for what CPE is, so they can market whatever

1 they want to, whatever equipment, they can call it  
2 CPE. And whether this is something that was filed as  
3 you describe, I don't know.

4 Q. You don't know. Under the Part 90  
5 rules, however, user equipment that meets certain  
6 criteria has to be registered with the FCC with the  
7 manufacturer certifying it meets certain criteria,  
8 doesn't it?

9 MR. FRIEDMAN: Objection. That question  
10 calls for a legal conclusion, and in this witness's  
11 rebuttal testimony, he has been meticulously careful  
12 to avoid any sort of legal opining about anything,  
13 so -- go ahead.

14 MR. McCOLLOUGH: I'm asking about his  
15 personal knowledge, whether he knows that this  
16 equipment needs to be registered. I'm not asking for  
17 his legal opinion.

18 JUDGE STEARLEY: All right. You can  
19 answer to the extent of your personal knowledge, but  
20 the Commission recognizes you're not giving a legal  
21 opinion.

22 THE WITNESS: I'm sure that Airspan, if  
23 that is a requirement of the law and since this  
24 equipment is very widely deployed, if that is a  
25 requirement, I'm confident that they met that

1 requirement.

2 BY MR. McCLLOUGH:

3 Q. Okay. Now, you were discussing there on  
4 page 6 the function of the CPE used by Transcom and  
5 the base station used by Halo, and I think it's fair  
6 to say that your position is that the CPE and the  
7 base station, the only purpose there is to transmit  
8 information without changing form or content?

9 A. That would be correct.

10 Q. And I believe you say that you could use  
11 Ethernet wire for the same thing, right?

12 A. An Ethernet wire could serve the same  
13 function, that's correct.

14 Q. We've seen this before. Just get you to  
15 verify and then you can show for everybody if you  
16 would since you're the one on the camera --

17 A. Okay.

18 Q. -- if you'd hold that up for our  
19 Commission.

20 A. Yeah. It looks like a piece of Cat5  
21 cable with some RJ45 connectors on the end.

22 Q. And that is a kind --

23 A. With Ethernet cable.

24 Q. That is a kind of connector that is used  
25 to connect, among other things, a desktop computer to

1 a router that somebody might use to get on the  
2 Internet, for example?

3 A. Yes.

4 Q. Now, would you be able to testify to the  
5 same thing about this wireless link could be replaced  
6 with Ethernet cable if the distance between the CPE  
7 and the base station was more than 320-some-odd feet?

8 A. Well, there's a limitation on the length  
9 that a Cat5 cable can run, and if it's more than 100  
10 meters, then you would have to put in some type of  
11 regenerating equipment in order to go further than  
12 that.

13 Q. You'd need a switch or another router?

14 A. Yeah, or some kind of a regenerator,  
15 yeah.

16 Q. That's not necessarily true, though,  
17 when it comes to the wireless system that we're  
18 talking about here, the CPE that Transcom is using  
19 and the base station that Halo is using; they can  
20 communicate with each other at a distance greater  
21 than some 300 feet, can't they?

22 A. They could be designed to do that.

23 Q. So your point here is merely made  
24 because of the coincidence of the way that this  
25 particular arrangement was placed. In every instance

1 the base station and the CPE just happened to be some  
2 hundred or some odd feet apart?

3 A. Well, there's actually more to it than  
4 that. Certainly the -- you know, the distance that  
5 is being covered is very minimal here. The fact  
6 that -- if I may refer to one of my schedules,  
7 schedule 3 diagram that shows the flow of a signal  
8 through the -- through the network. And you'll  
9 notice there's the -- the arrow or the lightning-like  
10 representation showing -- shown at the top of the  
11 diagram there shows radio waves going from the  
12 Transcom AirMAX/WiMAX Pro on the left, the little  
13 green box over to Halo's antenna located on the  
14 tower. And that distance, as I have testified, is  
15 approximately 150 feet.

16 Well, if you were to look at the flow of  
17 the signal in this diagram, you wouldn't have to  
18 even -- you wouldn't have to have that radio in  
19 place. You'll notice that that signal goes into the  
20 Halo Extreme Network's fast Ethernet switch, okay?  
21 It comes out of the fast Ethernet switch, goes into  
22 the MiMAX Pro, goes up over the radio to the Halo  
23 sector antenna and comes back down following the red  
24 arrows into the base station and then right back into  
25 that very same Extreme Network switch.

1                   So the point that I made was simply that  
2 if I were to remove all of that radio equipment from  
3 the -- from the picture here, the one thing I could  
4 do is I could simply plug that Ethernet cable into  
5 the port where the signal, the green signal, if you  
6 will, into the port where it is emerging from that  
7 switch and then plug that -- the other end of that  
8 cable into where that red arrow is emerging from the  
9 base station and going into that switch. And if I  
10 did that, I'd be totally bypassing all the radio  
11 equipment.

12                   And if I'm going to do that, I might as  
13 well go in and I might as well just configure that  
14 switch so as to not even require that there be a  
15 piece of cable in there. Okay. So we don't have to  
16 have the radio equipment in order for this to work.

17                   And the other point that's significant  
18 here is that the origination of a call -- or of  
19 further communications, as Halo prefers to call it,  
20 and Transcom, they're saying that that further  
21 communications is originating in that radio  
22 equipment. And that radio equipment as, in fact, one  
23 of -- one or more of the Halo witnesses has  
24 testified, it could be replaced with that Cat5 cable.

25                   And so the Cat5 cable has exactly the

1 same capability of originating a phone call as that  
2 radio equipment does, which is no ability whatsoever.  
3 So the significance of the Ethernet cable is not  
4 merely that it could replace a 150-foot radio length,  
5 but it basically doesn't have the ability to do  
6 what's claimed by Halo as taking place, that being  
7 origination.

8 Q. Well, we're going to come back to the  
9 inability to originate as you claim in a second. I  
10 wanted to discuss the distance thing with you to make  
11 sure that we were together. But let me ask you,  
12 would it change your testimony if Halo and Transcom  
13 had configured the arrangement so that Transcom was,  
14 say, down the street and had its own Ethernet switch  
15 and the communication was still by wireless but they  
16 weren't sharing the same Ethernet switch?

17 A. Well, yeah, my testimony was based upon  
18 the reality of what actually exists in the real  
19 world.

20 Q. Uh-huh.

21 A. And I'm sure there are a lot of other  
22 scenarios that, you know, using this equipment or  
23 other equipment could be done to do things in an  
24 entirely different way.

25 Q. So are you suggesting or trying to



1 suggest to this Commission that it should get into  
2 the business of telling wireless providers and their  
3 customers how they should arrange their services?

4 A. My testimony is to talk about the  
5 equipment and the systems from a technology  
6 perspective to explain how the equipment functions,  
7 and I've gone to great length not to try to make any  
8 kind of statement about -- about legal issues. And  
9 it's entirely up to the Commission how they choose to  
10 use my testimony. It's merely being provided as  
11 enlightenment.

12 Q. So you're purposefully not suggesting  
13 that this arrangement isn't CMRS?

14 A. I've not commented, I don't believe, in  
15 this testimony as to whether this is or is not CMRS.  
16 In other proceedings in Georgia, I did comment on  
17 that, and as I mentioned there, it failed to meet the  
18 requirements of CMRS as it was explained to me by  
19 counsel.

20 Q. Because of the mobility question, right?

21 A. Well, as I recall, there were two  
22 different factors that had to take place in order for  
23 it to be a vendor -- or a company to be considered as  
24 a CMRS provider. One of them is that the equipment  
25 has to be capable of moving, and I believe that

1 Mr. Wiseman in testimony had said that, indeed, the  
2 equipment is capable of being moved.

3 But the second requirement in the  
4 statute, as I recall, was that and such equipment  
5 regularly does move. And the testimony that has been  
6 presented in all the other hearings that I've been  
7 involved with that has asked Halo about that issue,  
8 the answer has been that the equipment's been in  
9 place since -- like for a year, year and a half,  
10 whenever the facilities were turned up, and it has  
11 never moved.

12 And on that basis in Georgia, you know,  
13 I was able to say it -- that is one of the criteria  
14 that apparently is not being met. And if that is the  
15 case, then one might extrapolate that, I presume, to  
16 mean that it fails one of the critical tests.

17 **Q. You are personally not suggesting to**  
18 **this Commission, however, that it should get into**  
19 **that question, are you?**

20 **A. No.** In fact, I did not have that  
21 involvement -- have that information included in this  
22 testimony. To the extent that that information is  
23 useful to them, I'm sure they'll either utilize it or  
24 not.

25 **Q. Let's try to shorten this next little**

1 piece really quick. You do agree with me, don't you,  
2 that even though the capability is limited and the  
3 functionality may not be great, it is technically  
4 possible to use the WiMAX CPE that Transcom uses in  
5 the -- to connect with the base station that Halo  
6 uses while in motion?

7 A. Yes. As I've testified before, it is  
8 far from being a practical implementation. However,  
9 if you were to move the equipment around like this,  
10 it would be in motion and certainly it would function  
11 in that regard.

12 Q. Well, you could put it in a vehicle, put  
13 the CPE device up on a ten-foot pole and drive around  
14 with it, with it battery-powered, and so long as you  
15 kept it oriented at the station, you could  
16 communicate, couldn't you?

17 A. In order to do that, there would be, as  
18 I've explained in other testimonies, technical issues  
19 that are very difficult to overcome. And you know,  
20 the other factor, just to look at this strictly from  
21 a realistic, real-world scenario, why would any  
22 customer ever want to employ the services of a  
23 company that was going to do that?

24 Q. I understand. But technically it is  
25 possible to use this equipment in motion?

1 A. It would be possible, certainly.

2 Q. All right.

3 A. Very limited.

4 Q. Let's now get to the originate question  
5 you averted to a moment ago. I believe that you  
6 address that on page 8 of your testimony beginning on  
7 line 17?

8 A. I'm sorry. What line?

9 Q. Page 8 of your testimony --

10 A. Yes.

11 Q. -- beginning on line 17 where the  
12 question is.

13 A. Okay.

14 Q. And in there what you say is the Airspan  
15 CPE is not in and of itself able to originate a call,  
16 right?

17 A. That's correct.

18 Q. Well, one of the things that you say is  
19 that -- here on line 21, that there is no externally  
20 controlled dynamic Ethernet switching apparatus that  
21 might be used for call routing. Do you see that?

22 A. Yes.

23 Q. All right. The ILECs here have been  
24 found of comparing Halo to regular cell phone  
25 providers. Let me ask you this. Do regular cell

1 phone providers have externally controlled dynamic  
2 Ethernet switching apparatuses near their base  
3 stations?

4 A. I'm not aware whether they do or not.

5 Q. You don't know that they do, do you?

6 A. No, I don't.

7 Q. Can you think of any reason why they  
8 might need one?

9 A. Well, there's possibly reasons that they  
10 may need them. I'm not sure. And I'm not suggesting  
11 that they do or that they don't.

12 Q. Okay. So you weren't really trying to  
13 point out here that all these other guys have  
14 something but Halo doesn't?

15 A. My point in using the language that I  
16 use there was to simply show that the radio equipment  
17 is extremely limited in its capability. All that it  
18 can do is take whatever kind of IP stream is  
19 presented to it and bring that IP stream over to  
20 another point and send it out from the equipment;  
21 that there is no capability that that equipment has  
22 to impact the content of those packets as far as  
23 doing any kind of routing, anything that might be  
24 construed as an origination.

25 Q. In order to originate a call, there

1 needs to be some additional capability such as an IP  
2 telephony client, something that incorporates the  
3 basic call monitoring, right?

4 A. Yeah. To originate a call, you have to  
5 have some mechanism for -- well, a couple different  
6 things. One thing is you need to have the ability to  
7 take the call content information, let's say it's a  
8 voice call, and put it into a form where the acoustic  
9 energy from a voice can be converted into an  
10 electrical form and sent down whatever the medium is  
11 that you're going to send it down. The cell phone  
12 example would be what I had in mind there.

13 And the other thing that you'd have to  
14 be able to do is you have to be able to present the  
15 switch network with instructions as to how to respond  
16 to the call. Where do I -- where do I connect this  
17 call?

18 Q. Okay. So there needs to be something  
19 like a microphone in the bottom of a regular cell  
20 phone that would translate oral energy into electric  
21 energy?

22 A. That would be an example of that.

23 Q. And then there needs to be something  
24 that is used for call control, something that on the  
25 user side does something to initiate a communication?

1 A. Yes.

2 Q. Okay. That the network will recognize?

3 A. That's right.

4 Q. Like, say, a SIP client, session  
5 initiation protocol client, right?

6 A. Well, a SIP client -- if you're talking  
7 about a VoIP call?

8 Q. Uh-huh.

9 A. Yeah, then a SIP client performs the  
10 function of signaling, if you will.

11 Q. Yeah. A SIP client -- when somebody  
12 wants to establish a communication, a SIP client will  
13 send what's known as a SIP invite, won't it?

14 A. Yes.

15 Q. And it is roughly equivalent to somebody  
16 on the Legacy network picking up the phone and  
17 hearing dial tone and dialing a number, isn't it?

18 A. It would be analogous to that.

19 Q. Now, Transcom and Halo are connected to  
20 each other using IP capabilities, aren't they? This  
21 is an IP network.

22 A. That's what your witnesses have  
23 testified to, yes.

24 Q. Well, WiMAX is an IP-based protocol,  
25 isn't it?

1           A.       Yes.

2           Q.       Now, with regard to your contention that  
3 there is no origination capability, wouldn't you  
4 agree with me that the WiMAX CPE that Transcom uses  
5 does establish a communication with the base station  
6 at the MAC layer and at the physical layer?

7           A.       Well, the equipment's designed so that  
8 when you turn it on, that the two pieces of equipment  
9 are going to basically seek one another out and make  
10 sure that they are able to talk to one another and  
11 that they communicate with one another. So once  
12 that's done, it just sits there and passes packets  
13 back and forth.

14          Q.       That's right. So if you were to turn  
15 off and then turn back on the CPE, it would start  
16 squawking, so to speak, and it would say, here I am,  
17 here I am, network. Let me in, right?

18          A.       Yeah, the equipment's intelligent and it  
19 doesn't require human intervention once it's  
20 provisioned to become operational in that regard.  
21 But once the system is up, then, you know, that  
22 functionality is no longer constantly in use.

23          Q.       That's right. But the CPE goes, here I  
24 am, here I am, let me in, the base station hears it  
25 and says, oh, I recognize you, you're authenticated



1 on my network, and the communication at the physical  
2 layer and at the MAC layer is established?

3 A. Yeah.

4 Q. Okay. What does MAC layer stand for,  
5 M-A-C?

6 A. Media access control.

7 Q. So at that point the base station and  
8 the CPE are actually talking to each other, right?  
9 The CPE said, here I am, talk to me, let me in, and  
10 base station said, okay. So we now have a  
11 transmission link, a wireless transmission link  
12 between the CPE and the base station?

13 A. There's a link there.

14 Q. And at that point information can flow  
15 over the wireless pipe that has been created?

16 A. That's right.

17 Q. And so when Transcom wants to hand off a  
18 call, as you-all have been denominating it, to Halo,  
19 what Transcom will then do is go a couple of layers  
20 above the physical layer and the MAC layer, and at  
21 the application layer initiate a communication with  
22 the SIP capabilities in the Halo network to launch a  
23 call, right?

24 A. Well, I think you're -- when you talk  
25 about the origination of the call, one of the key

1 points is obviously where does the call originate?  
2 And in order to originate the call, there has to be  
3 an instruction provided to the network telling the  
4 network what to do with the call. The point at which  
5 that instruction is created and sent on to the  
6 network would be the point of origination.

7 And in previous testimony, the Halo and  
8 Transcom witnesses have talked about the fact that  
9 they're using a Veraz soft switch and that the  
10 elements of the Veraz soft switch interoperate with  
11 some of the other equipment that's shown here on my  
12 schedule RD 3, the media gateways and the session  
13 border controllers and the various components that  
14 are shown there and that the instructions that it  
15 provides to that equipment and the interaction with  
16 that equipment instructs the network as to what to do  
17 with the packets of information that are emerging  
18 from the media gateway or from a session border  
19 controller.

20 And that information doesn't originate  
21 out at that tower site. That information and the  
22 instructions to the network are occurring back at the  
23 data centers. So while I am not saying that there is  
24 an origination -- or a further origination, I believe  
25 is the terminology that your witnesses are commonly

1 using, they're claiming there's a further origination  
2 of the call that takes place.

3 And if that further origination were to  
4 take place, then the point at which that was taking  
5 place would be back at the data center. It wouldn't  
6 be out at the tower site. And when you trace the  
7 flow of the call information going from the initial  
8 data center coming in on the purple arrow on the  
9 left-hand side of that drawing going through the  
10 Transcom data center coming up and going into the  
11 equipment up at the building near the base of the  
12 tower -- give me just a moment here. I've lost my  
13 train of thought. I'm sorry.

14 Q. Well -- and I think you also lost the  
15 original question.

16 A. I may have.

17 MR. McCOLLOUGH: All right. And your  
18 Honor, I probably should have tried to stop the  
19 witness because that's just completely nonresponsive  
20 to the question. I'd like to try again.

21 THE WITNESS: I was attempting to get to  
22 the final answer, but --

23 BY MR. McCOLLOUGH:

24 Q. If it was a long yes, then okay.

25 A. As you well know, the -- you know, it is

1 the technicalities of what's going on here that is at  
2 the very heart of a lot of what's being discussed,  
3 and so what I'm trying to do is I'm trying to  
4 incorporate as many of the technical issues in a way  
5 that's as straightforward as possible so as to make  
6 it understandable to folks who maybe aren't  
7 intimately familiar with the workings of an IP  
8 network.

9 So would you mind asking me your  
10 question again?

11 Q. Well, what I was trying to ask was once  
12 we have established the physical layer connection,  
13 the wireless physical layer connection, above that,  
14 then there is a request. We can talk about where  
15 that starts in a minute, but let's just --

16 A. Okay.

17 Q. -- talk about what's going over this  
18 wireless link for a second, if we could, all right?  
19 Over -- in a higher layer of the protocol stack,  
20 there is a device that Transcom uses that essentially  
21 translates to a SIP invite to Halo, I have this  
22 session, I want -- this audio session I want to  
23 establish, and it involves a call to this number,  
24 correct?

25 A. Okay.

1 Q. Isn't that true?

2 A. Yeah, I take it to be the case, yes.

3 Q. So then you have a Transcom telephony  
4 client somewhere -- and we'll get to where that  
5 somewhere is in a minute -- that is using the  
6 wireless physical layer connection to transmit higher  
7 layer information using SIP to initiate a SIP invite  
8 and therefore a session that represents a call,  
9 right?

10 A. The process that you describe, and you  
11 mention the origination point that we'll be talking  
12 about?

13 Q. Yes.

14 A. Okay. Obviously that is a key element  
15 of where does this -- does the call originate out at  
16 the tower site or does it not? That's a key point  
17 here.

18 Q. We're going to get to that.

19 A. All right. And what I --

20 Q. I'm just trying to figure out what's  
21 going on, on the wireless link. Can we stay to that  
22 for a second, please?

23 A. Okay. And whatever -- whatever is put  
24 into that wireless link, and it doesn't matter how  
25 it's originated or what it's carrying, you know, it

1 could be some little kid playing Mary Has a Little  
2 Lamb over a telephone call or whatever, whatever goes  
3 over that link is going to go over that link, and it  
4 matters not how it was originated.

5 Q. Very well. But from a networking  
6 perspective, you have a physical layer connection  
7 that has been established wirelessly. Then above  
8 that, using what we -- some of us sometimes call a  
9 protocol stack, at the application layer, you have a  
10 SIP client somewhere -- we're going to get to that  
11 somewhere in a minute -- that is sending an invite to  
12 Halo's equivalent saying, I want to establish a  
13 session, and it involves reaching to this other point  
14 on the PSTN; isn't that true?

15 A. It could be the case.

16 Q. Thank you. Now, let's talk about where.  
17 First of all, we'll work our way backwards. But you  
18 would agree with me that the Transcom CPE is the  
19 point of hand-off between Transcom and Halo, isn't  
20 it?

21 A. Well, that's what your folks have  
22 testified to.

23 Q. Have you seen anything that would  
24 indicate it is not?

25 A. Well, as I mentioned early on, depending

1 upon how that Halo Extreme Network's fast Ethernet  
2 switch was provisioned, those packets could just as  
3 well flow directly through that switch and not pass  
4 through the radio at all.

5 **Q. You haven't seen anything that would**  
6 **suggest this was going on, though?**

7 A. I --

8 **Q. You see the radios, they seem to work?**

9 A. Well, I haven't been able to see whether  
10 the radios work or not. I physically was able to  
11 inspect a site. And as I've mentioned in other  
12 proceedings, the -- from a networking standpoint,  
13 this whole arrangement would work an awful lot more  
14 robust if the radio equipment was eliminated. So if  
15 I were a tech out there that was provisioning  
16 switches and I didn't know otherwise, I'd probably  
17 want to try to eliminate that link.

18 So by just looking at the equipment, I  
19 have no way of verifying whether things are actually  
20 flowing over that radio or not. I can confirm that  
21 the radio equipment is physically there.

22 **Q. And it was turned on too, wasn't it?**

23 A. The power lights were lit. Am I allowed  
24 to say that? Because you'll recall I'm not allowed  
25 to really mention details of that trip.

1 Q. I understand. That is a sufficient  
2 answer.

3 A. All right.

4 Q. All right. So the point of hand-off as  
5 between Transcom and Halo is at the CPE which is  
6 located somewhat near the base station in an MTA,  
7 correct?

8 A. Well, that's what your folks are  
9 claiming, yes.

10 Q. Now, I believe what you are saying is  
11 that, well, if you want to get to where it might  
12 originate from Transcom, where it really originates  
13 is back at the data center which is not there in the  
14 MTA, it's one of the four locations that are involved  
15 here?

16 A. That's right. The call -- or the  
17 further communication would originate back at a data  
18 center. The packets could flow through the various  
19 pieces of equipment and when the -- when the  
20 packets -- for instance, take a look at the lower  
21 left-hand corner of the drawing. When the packets  
22 leave the Transcom data center, they may leave that  
23 over some kind of a facility, let's say that's --  
24 let's say it happened to be a microwave link that  
25 AT&T or some other carrier had in place.



1 Well, at that point, you know, could I  
2 as an operator say, hey, I've just handed that off?  
3 It's a wireless link, therefore I have a wireless  
4 origination that's occurred. Why would that be any  
5 less valid than someone who's saying, well, here, I'm  
6 sending it over perhaps a fiber link from the  
7 Transcom data center up to the building near the base  
8 of the tower over fiber link and then over 150 feet  
9 of radio shot going between the CPE over here and the  
10 base station. That's a radio. Why didn't -- why  
11 would it not have originated over another radio link  
12 earlier on?

13 And all that you've got here is you've  
14 got a packet flow that is flowing through a  
15 connection going up to that tower site through the  
16 equipment at the tower site over a radio link which  
17 does absolutely nothing to alter the characteristics of  
18 those packets in any way and then through various other  
19 equipment and then back out to a Halo data center.

20 That radio equipment represents nothing  
21 more than a transport facility in the middle of that  
22 flow of that packet that's going from one place to  
23 another.

24 Q. We were starting to work our way back,  
25 but you -- now, to this radio link thing again. And

1 so let me replot ground a little bit and say it a  
2 different way. You agreed with me that the CPE is  
3 the point of hand-off as between Transcom and Halo.  
4 If we were in, say, the Legacy telephony circuit  
5 switch world, right there where the CPE is, that's  
6 the equivalent of the network interface device that's  
7 on the side of everybody's home when they get regular  
8 PSTN service, isn't it?

9 MR. FRIEDMAN: I need to interpose an  
10 objection quick. I think the record is -- you began  
11 this last question, Counsel, by saying you agree with  
12 me that the MiMAX is the point of hand-off. I think  
13 the testimony is very, very clear that the witness  
14 agrees that Halo's witnesses have so characterized  
15 it.

16 JUDGE STEARLEY: That's the way I recall  
17 also, Counsel.

18 MR. FRIEDMAN: And so with that premise,  
19 I would say go ahead.

20 MR. McCOLLOUGH: Caveat accepted.

21 BY MR. McCOLLOUGH:

22 Q. The representation is that the point of  
23 hand-off as between Transcom and Halo is at the CPE  
24 where the wireless link begins?

25 A. Yeah, that's what your witnesses have

1 testified to.

2 Q. And conceptually speaking, that would be  
3 similar to a telephone company saying, well, the  
4 point of hand-off to my enduser is at the NID on the  
5 outside of a building, right?

6 A. I'd have to think about that before I  
7 could give you an answer, something more than the  
8 time I'm going to have up here, because there are  
9 potentially a lot of technicalities that might come  
10 into play, and I don't want to give you an answer  
11 without thinking about it more in-depth.

12 Q. Well, in the interest of time, we will  
13 neither wait nor stay on this. I want to ask you,  
14 then, on your opinion of where this originates or  
15 pointing out where you think it might originate.  
16 Would it be originating at the gateway or the SPC or  
17 would it be in the soft switch?

18 A. Well, I guess, you know, going -- going  
19 back to the -- to the Legacy telephone network, the  
20 point of origination would be, you know, at the  
21 little girl in California, and the point of  
22 termination would be at Grandma.

23 But I understand that what your folks  
24 are saying is that there -- I believe they're saying  
25 they're terminating that call, and they have a

1 further origination that's occurring, and that using  
2 the scenario that they've put forth, that if you  
3 apply the same logic to determining where the point  
4 of origination might be to that scenario as you do to  
5 a scenario where a landline customer or a cellular  
6 customer is originating a call, then if you use that  
7 same kind of a logical process, you would determine  
8 that the point of origination or further origination  
9 is, as your folks like to call it, would actually be  
10 back at a Transcom data center.

11 Q. You say this on page 9 of your  
12 testimony, lines 20 to 22. And my question was a bit  
13 more specific. Is this origination that you say is  
14 in one of these four locations, is it at the session  
15 border controller, is it at the gateway or is it in  
16 the soft switch?

17 A. I've got to think about the testimony  
18 that Mr. Johnson gave during May, the last part of  
19 May, and he talked about how those various elements  
20 were involved in the call flow. And under some types  
21 of calls, at the session border controllers were the  
22 point from which the packets might leave the Transcom  
23 data center.

24 And I don't know that he gave me enough  
25 information to be able to make a blanket statement

1 about that. Whatever the device is that sends the  
2 packets out to the tower site, some kind of a device  
3 prior to the point those packets leave the data  
4 center, a device has to be instructed with which  
5 tower site am I going to send those packets to.

6 You know, they've got 29 locations, is  
7 it, around the United States. And so some equipment  
8 at the Transcom data center is going to have to look  
9 at those packets and is going to have to decide which  
10 of the various tower sites it's going to direct the  
11 call to.

12 Q. And my question is -- and if you say you  
13 don't know, that's fine, okay?

14 A. I don't know.

15 Q. You don't know if it's the gateway, the  
16 session border controller or the control switch,  
17 which using your words on page 9, line 23, imparts  
18 routing instructions for the communications?

19 A. That would be -- that would be correct.

20 Q. Kind of hard sometimes in the IP world  
21 to directly analogize to the old circuit switch  
22 network, isn't it?

23 A. It can be a bit fuzzy at times.

24 Q. Sometimes you've got to bang on that  
25 square peg a few times to get it in a round hole?

1           A.       Hopefully you can get the round ones in  
2 the round holes and not have to do that.

3           Q.       If there are any round ones. All right.  
4 All right. Let's change gears slightly. Beginning  
5 on page 10, you begin the enhanced service provider  
6 discussion. And having been through this a time or  
7 two before, I think I understand that what you're  
8 really doing on page 10, lines 11 through 13, is  
9 you're reciting more or less instructions that you  
10 were provided by counsel and specifically the  
11 definition of enhanced service in the FCC rules?

12          A.       Yeah. What I've written down there is  
13 that -- what enhanced services from a -- as I  
14 understand it from a legal perspective, what that  
15 means.

16          Q.       Do you recognize these words here that  
17 appear in quotes near the -- a little bit past the  
18 middle in line 11 and then continuing over to  
19 line 15? I mean, you give a cite down at the bottom.

20          A.       Did I recognize them? In what respect?

21          Q.       That's the FCC's definition of an  
22 enhanced service, isn't it?

23          A.       The words that are written there are  
24 from that particular reference, if that's what you're  
25 meaning.

1           Q.       Well, in the interest of time, let's  
2       just see if on a broad scale you can agree with me.  
3       Do you agree that on the egress side when a gateway  
4       is involved because of the use of comfort noise  
5       generation, Transcom is providing additional  
6       different or restructured information? That's a yes  
7       or no.

8           A.       It's not a yes-or-no answer. There  
9       are -- there is a nuance to it. May I talk about the  
10      nuance to it?

11          Q.       How about a yes, but --

12                 MR. FRIEDMAN: In that case, I'll  
13      introduce a nuance by voicing an objection.

14                 MR. McCOLLOUGH: Well, the problem is  
15      the nuances tend to take 20 minutes and I've got a  
16      clock burning.

17                 MR. FRIEDMAN: Here's the objection. As  
18      counsel has pointed out, there's some quoted language  
19      and it's a citation to the C.F.R. I think fairly  
20      understood what the question is asking is, does  
21      comfort noise generation qualify as follows as those  
22      words are used in the FCC's regulation.

23                 The witness is not here to testify to  
24      the meaning of the FCC regulation beyond what the  
25      words say. A legitimate question for this witness

1 is -- and setting aside those words, those FCC legal  
2 words, you know, how about this from a technical  
3 perspective. But if we're asking a question which is  
4 really, does this fit that definition, then the  
5 objection is it calls for a purely legal conclusion.

6 MR. McCOLLOUGH: I'll back up and ask so  
7 that we can get around that problem.

8 BY MR. McCOLLOUGH:

9 Q. You would agree with me, sir, from a  
10 technical perspective, that when a gateway injects  
11 what's known as comfort noise generation, the gateway  
12 itself is the one that is creating the information  
13 that turns into sound on the microphone of Grandma?

14 A. I agree that it is creating the sound.  
15 The question is, is the lack of sound that wasn't  
16 there to begin when the call was originated, is that  
17 lack of sound the fact that you've put back -- that  
18 lack of sound, does that represent creating  
19 information?

20 Does it simply represent putting back  
21 information that was there when the call originated  
22 but that was eliminated because you're attempting to  
23 utilize the network in a more expedient fashion by  
24 elimination of some of the silence periods where you  
25 speak and then you have silence?



1           You don't want to transport those  
2           silence across your network. You want to somehow  
3           recognize that that silence exists, and then you want  
4           that silence to be reintroduced at the far end. And  
5           so silence, the reproduction of silence, would not to  
6           me represent creation of information.

7           **Q.       Well, assume we have little Suzie over**  
8           **here who we've been talking about a whole bunch,**  
9           **assume little Suzie spends ten seconds being entirely**  
10          **quiet, no sound. She covers up the microphone. She**  
11          **physically puts her hand over the microphone so that**  
12          **no sound can impact the microphone, no electrical**  
13          **information is created, nothing is transmitted on the**  
14          **end there with Suzie. It's just quiet. Grandma's**  
15          **not going to hear quiet, is she? She's going to hear**  
16          **a sound, an injected sound by the egress gateway,**  
17          **isn't she?**

18          **A.       Okay. Yes, when you use a soft switch,**  
19          **anybody that uses a soft switch has the ability to**  
20          **use comfort noise, inject comfort noise in the**  
21          **terminating end of the call and the egress gateway.**  
22          **Soft switches do that, yes.**

23          **Q.       And Suzie's little microphone didn't**  
24          **make that noise. It was created by Transcom's**  
25          **gateway.**

1           A.       It was created by -- yes, by some  
2 element there of their network.

3           Q.       So Transcom's system is creating,  
4 generating information that is then supplied across  
5 the network and heard by the party on the other end?

6           A.       Just as any other soft switch does.  
7 It's not unique in any way.

8           Q.       The answer is yes, correct?

9           A.       Yes.

10          Q.       Okay. Similarly, if there is some  
11 background noise, say, a vacuum cleaner going on  
12 where our hypothetical Suzie is, a soft switch or an  
13 IP-based VoIP system would try to actively discern  
14 which of what it is getting is, quote, voice and  
15 which is, quote, not voice, right?

16          A.       Normally that would be the case, yes.

17          Q.       And if the system detects some oral  
18 information that it determines is not voice, it pulls  
19 that information out, doesn't it?

20          A.       It may have the ability to do that, yes.

21          Q.       So for example, the vacuum cleaner in  
22 the background where Suzie is talking, by the time it  
23 gets over to Grandma, the vacuum cleaner noise isn't  
24 there?

25          A.       It may be there, it may be diminished in

1 amplitude. You know, different soft switches are  
2 probably going to deal with it in slightly different  
3 ways.

4 Q. Okay. Could be gone, could be  
5 mitigated. The system could actually look for voice  
6 and make the voice louder in relation to other noises  
7 deemed not voice?

8 A. It could have those capabilities.

9 Q. So it is acting on the information that  
10 the platform receives and looking at it and actively  
11 trying to determine, is that voice? If so, it passes  
12 it on. If it is deemed not voice, then it either  
13 mitigates it or eliminates it, right?

14 A. That's what the soft switches do.

15 Q. You are giving another recitation on  
16 line 16 of page 10 over to page 11, line 2. Again,  
17 this came from counsel, right, and you were just  
18 trying to take that instruction and then figure out  
19 from a technical perspective whether you thought it  
20 met that test?

21 A. Yeah. They provided me with some words  
22 that I had to interpret and decide from a technical  
23 perspective how -- what I was able to find out about  
24 this network related to those words.

25 Q. Did counsel tell you that this is the

1 so-called adjunct to basic test?

2 A. Not that I recall, no.

3 Q. Did counsel give an alternative test  
4 that is used when a carrier is not involved, a  
5 so-called contamination test? Did they ask you to  
6 look at and apply that test?

7 A. I'm not aware of what that is, so...

8 Q. So you didn't have any instruction or  
9 explanation from counsel that this test that you were  
10 given only applies when there is a common carrier  
11 involved in providing the services? You just don't  
12 know whether that's so?

13 A. I don't know whether what's so?

14 Q. Whether this test that you were reciting,  
15 beginning on line 16 of page 10 and continuing over  
16 to line 11, only applies when a common carrier is the  
17 provider of the punitive enhanced services?

18 A. Yeah, I certainly didn't consider what I  
19 did from the perspective of, you know, the legal  
20 technicalities. I strictly look at things from the  
21 perspective of how the equipment operates and the  
22 technical issues that surround its operation.

23 Q. So if instead of this test which I have  
24 characterized as the adjunct-to-basic test, if that  
25 test doesn't apply but some other test, what I will

1 characterize as the contamination doctrine applies,  
2 then your testimony just isn't even going to relate  
3 to that, is it?

4 A. Well, my testimony relates to the way  
5 that the equipment operates and what it does and what  
6 it doesn't do and the extent to which what it is  
7 claimed to do is inconsistent with what my experience  
8 is in dealing with soft switches.

9 Q. I'm asking you about the tests that were  
10 applied. You applied this information to a test that  
11 was supplied by counsel, and that's all you did?

12 A. Yeah. As I said, I looked at the words  
13 here and I looked at the capabilities of the systems,  
14 and I compared the two.

15 Q. Okay. Now, I believe you expressed the  
16 thoughts on page 12 down to line 15. You basically  
17 say, well, Transcom's not doing anything different  
18 than all the other carriers that have soft switches  
19 do, right?

20 A. Yeah. I said the functionalities that  
21 were described by Mr. Johnson are what the rest of  
22 the industry refers to as call conditioning.

23 Q. And this is call conditioning when a  
24 carrier is involved, right?

25 A. It's call conditioning when you're using

1 a piece of hardware like a switch --

2 Q. Have you ever --

3 A. -- like a soft switch.

4 Q. Have you ever analyzed, worked with,  
5 tried to run a VoIP system for anybody other than  
6 someone who said they were a carrier?

7 A. Yes.

8 Q. Who was that?

9 A. It was a company called Community  
10 Connect.

11 Q. And they claimed to not be a carrier?

12 A. That's correct.

13 Q. And they provided VoIP?

14 A. They used wireless -- in fact, they used  
15 Airspan wireless equipment to transport a broadband  
16 circuit out to a customer, and they had a relationship  
17 with a carrier and they were able to provide  
18 telephone service using those arrangements, VoIP.

19 Q. So they got the VoIP capability from a  
20 carrier?

21 A. Yes.

22 JUDGE STEARLEY: Mr. McCollough?

23 MR. MCCOLLOUGH: Yes.

24 JUDGE STEARLEY: I believe we're close  
25 to an hour on the cross. Are you going to be

1 wrapping up soon?

2 MR. McCOLLOUGH: I am going to be  
3 wrapping up very soon. We're almost done, your  
4 Honor.

5 BY MR. McCOLLOUGH:

6 Q. You seem to have some doubt that  
7 Transcom can actually do what it says it can do with  
8 its system. And in the interest of time, I believe  
9 you are of the opinion that given your experience  
10 with NuVox, it's not possible to achieve the kind of  
11 enhancements to the degree that Transcom says it  
12 gets?

13 A. What I've said is that when I look at  
14 the age of the equipment that's being used, the Veraz  
15 soft switch, when I look at the capabilities of their  
16 i4000 media gateways, the capabilities that they  
17 allege go beyond what equipment of that vintage --  
18 and specifically that i4000 gateway goes beyond what  
19 the capabilities of that equipment are.

20 Q. What kind of processor is in the i4000  
21 gateway?

22 A. I don't know, but it's a processor  
23 that's probably eight years old.

24 Q. It's a digital signal processor, isn't  
25 it?

1 A. Yeah.

2 Q. Specific for the purpose of doing what  
3 gateways do and engaging in digital signal  
4 processing, right?

5 A. It's a digital signal processor.

6 Q. I believe I've heard you in other states  
7 say that it's just not possible to do what Transcom  
8 says it can do because you would have to engage in  
9 deep packet inspection and look at every packet in  
10 order to actually accomplish this, right?

11 A. Well, I've said that when you look at  
12 some of their claims, that in order for them to  
13 implement some of their claims, there would be no way  
14 to do that without utilizing what's called deep  
15 packet inspection. And what that means is that every  
16 single call that is going through that network, you  
17 have to look at every single packet and you have to  
18 analyze it and you have to manipulate the information  
19 that's contained in that packet in order to produce  
20 what they claim to be as enhancements.

21 And I testify in my schedule here, my  
22 testimony, that one of the places that they make that  
23 claim is the fact that they claim they reproduce the  
24 audio that would have been present when the  
25 speaker -- when the individual placing the call was



1 speaking.

2                   And if they had a very high voice and if  
3 they had a very low voice or if they were  
4 transporting music, that that range of frequencies  
5 from approximately 30 hertz all the way up to  
6 7 kilohertz, that their equipment would have the  
7 ability to take the portions of that transmission  
8 that cannot pass through the traditional PSTN network  
9 and that would have been eliminated from that  
10 person's voice or from that music content or whatever  
11 it might be, would have been eliminated through -- by  
12 the switches, the traditional switches that can only  
13 pass frequencies of about 30 hertz to 3000, 3300  
14 hertz, it would eliminate everything outside of those  
15 range of frequencies. And they're claiming to be --

16           **Q.       Mr. Drause?**

17           A.       -- put that all back in.

18                   MR. McCOLLOUGH: I'm sorry to interrupt  
19 you. I think he's gone beyond the question, your  
20 Honor, and I really am trying to -- he testifies to  
21 this on the next page, and if I have time, I want to  
22 cross him on it, but he has gone beyond my question  
23 which was can't do deep packet inspection.

24                   THE WITNESS: No, I'm not saying that  
25 you can't do deep packet inspection. I'm saying it

1 takes more processor power than existed in the DSPs  
2 that were seven or eight years old that are being  
3 used in the equipment that they're claiming to use.

4 BY MR. McCOLLOUGH:

5 Q. Well, doesn't a codec have to look at  
6 every packet in order to do what a coder/decoder  
7 does?

8 A. Yes, it does. But it doesn't have to go  
9 in and modify the content on every single packet and  
10 recreate new information that doesn't exist.

11 Q. So the analysis is done at the codec  
12 level looking at the packets, and then perhaps other  
13 things are done in other parts of the platform.  
14 Isn't that possible?

15 MR. FRIEDMAN: I will object at this  
16 point and then pass the objection on the mercy of the  
17 court that we are past the one-hour limit, but I  
18 believe that if we all -- well, if we take into  
19 account the utility of the cross-examination at this  
20 point, that it might be a good time to call time.

21 JUDGE STEARLEY: Mr. McCollough, before  
22 I call time, can you -- do you have like a sum-up  
23 question you want to tie some of this stuff together  
24 with? I will allow you that, but we have gone over  
25 the hour.

1 MR. McCOLLOUGH: I understand, your  
2 Honor. And part of my problem is I have a witness  
3 who insists on talking for five minutes in response  
4 to every question in what I contend to be far outside  
5 the scope of the question. My choice was to  
6 interrupt him or to let him go.

7 JUDGE STEARLEY: I understand, but I'm  
8 trying to give you a moment here to wrap up if you  
9 can.

10 BY MR. McCOLLOUGH:

11 Q. We don't have time to talk about this  
12 really broadband many, many hertz things that you  
13 talk about on page 13. Let's stay with the  
14 sophisticated hardware that Transcom uses. You say  
15 on page 11 of your testimony that soft switches and  
16 the associated information employ complex algorithms  
17 and sophisticated codecs. Do you see that? That's  
18 on line 21.

19 A. I'm sorry. On what page?

20 Q. Page 11. One of the things that you  
21 have on your --

22 A. Oh, yes, yes.

23 Q. -- bullet point, line 21, "employ  
24 complex algorithms and sophisticated codecs." Do you  
25 see that?

1 A. Yes, yes, I do.

2 Q. The algorithm is the mathematical  
3 operations that are used to decide what's voice,  
4 what's not voice, what's discarded, what's generated,  
5 right?

6 A. That would be a form of algorithm.

7 Q. Okay. And the codec is used to code and  
8 decode the information and to change its form from  
9 time to time, right?

10 A. That would be correct.

11 Q. For example, you may have PCM  
12 information that is codec'd to some other format?

13 A. Yes.

14 Q. You may have a codec that is designed to  
15 look for DTMF dial tone multifrequency signaling and  
16 somebody pushing a button on the phone?

17 A. Yeah, look for fax signals.

18 Q. Look for fax signal, look for modem  
19 signal. This is what codecs do?

20 A. Yeah.

21 Q. They look for what is there, they decide  
22 what it is and then they act on it, right?

23 A. Yes. They act based upon what they see,  
24 yeah.

25 Q. And a provider will have some kind of

1 system that has very sophisticated algorithms that  
2 are designed to figure out what this information is  
3 and what to do with it, right?

4 A. That's inherent in the soft switch, yes.

5 Q. Some are better than others, aren't  
6 they?

7 A. That's been my experience.

8 Q. You've never used a Veraz switch or a  
9 Gateway, have you?

10 A. I've never used a soft switch that's  
11 that old, no.

12 Q. You've never used a Veraz soft switch,  
13 have you?

14 A. No.

15 Q. You've never used a Gateway --

16 JUDGE STEARLEY: I believe it's  
17 appropriate to have that as your final question.

18 MR. McCOLLOUGH: That is my final  
19 question.

20 JUDGE STEARLEY: Thank you very much.  
21 Cross-examination by Staff?

22 MS. DALE: Yes.

23 CROSS-EXAMINATION BY MS. McCLOWRY:

24 Q. I just have one question for you,  
25 Mr. Drause. I'm Meghan McClowry, attorney for Staff.

1     **Is comfort noise the same as white noise?**

2             A.       It bears a very close resemblance to it,  
3     yes.   There's probably no difference between the two.

4             MS. McCLOWRY:   Okay.   Thanks.   No more  
5     questions.

6             JUDGE STEARLEY:   Thank you.

7     Cross-examination from Craw-Kan?

8             MR. ENGLAND:   No questions, your Honor.

9             JUDGE STEARLEY:   From Alma?

10            MR. JOHNSON:   Thank you, your Honor.

11     CROSS-EXAMINATION BY MR. JOHNSON:

12            **Q.       I have a few, Mr. Drause.   Craig Johnson**  
13     **with Alma Telephone Company.   I think I've heard you**  
14     **talk about comfort noise, white noise and**  
15     **information.   In your opinion, sir, is noise**  
16     **considered information?**

17            A.       I wouldn't normally categorize it as  
18     information.

19            **Q.       To me, information denotes something of**  
20     **intelligence with respect to time or space as opposed**  
21     **to just a constant sound.**

22            A.       Yeah, random noise, yes.

23            **Q.       And then this Transcom CP, is that the**  
24     **equipment you say is the Airspan MiMAX Pro 5 customer**  
25     **premise equipment?**

1 A. Pro V, yes.

2 Q. Pro V? Okay. Pro 5, that's golf. Can  
3 you give me more of an idea of what that piece of  
4 equipment looks like? You said it was mounted on a  
5 pipe outside that building.

6 A. Yes. Actually --

7 Q. How big are its dimensions?

8 A. It's probably about -- what is that,  
9 probably a foot square, let's say.

10 Q. Does it require a power source to  
11 operate?

12 A. Yes.

13 Q. And what kind of a power source does it  
14 take?

15 A. It -- well, the power's fed to it over a  
16 Cat5 cable that also carries the signal, and I  
17 believe it's a 48-volt power source.

18 Q. Does that -- that MiMAX piece of  
19 equipment, does it have a microphone?

20 A. No.

21 Q. Can you stand there and talk to it and  
22 originate a voice communication from talking to that  
23 MiMAX?

24 A. No.

25 Q. Does it have a dial pad where you can

1 dial a number?

2 A. No.

3 Q. Can you receive a call there? Can a  
4 call terminate there and a human being hear it, a  
5 voice?

6 A. No.

7 MR. JOHNSON: I believe that's all the  
8 questions I have. Thank you.

9 JUDGE STEARLEY: All right. Thank you,  
10 Mr. Johnson. Questions from the bench? Commissioner  
11 Kenney, any questions for this witness?

12 COMMISSIONER KENNEY: No, thank you.

13 JUDGE STEARLEY: Okay. Commissioner  
14 Stoll?

15 COMMISSIONER STOLL: I have no  
16 questions.

17 JUDGE STEARLEY: All right. So there  
18 will be no recross. Redirect, AT&T?

19 MR. FRIEDMAN: Thank you, your Honor,  
20 yes.

21 REDIRECT EXAMINATION BY MR. FRIEDMAN:

22 Q. Mr. Drause, could you please turn again  
23 to your schedule RD 3 which you discussed some with  
24 Mr. McCollough and just tell me when you're there?

25 A. Okay. I'm there.



1 Q. Are you there?

2 A. Yes.

3 Q. I believe I heard you testify fairly  
4 early on in your cross-examination that Halo's  
5 witnesses -- and I think you used the words Halo's  
6 witnesses -- generally had testified in your presence  
7 that any origination of a further communication done  
8 by Transcom is done not at what is labeled building  
9 your base of tower on RD 3, but rather at a Transcom  
10 data center of the sort depicted in the lower  
11 left-hand corner of RD 3; is that correct?

12 A. That's correct.

13 Q. I think Mr. McCollough referred to there  
14 being four locations of those Transcom data centers.  
15 Do you know where those four Transcom data centers  
16 are?

17 A. Let's see, Los Angeles, Dallas, New York  
18 and Atlanta.

19 Q. All right. So none of them in Missouri?

20 A. That's correct.

21 Q. So if it is correct that a further --  
22 that an origination of a further communication -- let  
23 me start over and ask a different question.

24 Is there wireless transmitting or  
25 receiving equipment at the Transcom data center to

1 the best of your knowledge?

2 A. There's been no testimony to indicate  
3 that they have any equipment of that type at those  
4 sites.

5 Q. So if it is the case, then, as you've  
6 said you heard from Halo witnesses that any further  
7 originations occur at a Transcom data center, would  
8 it be correct, then, that those further originations  
9 are not wireless?

10 A. That would be my understanding and  
11 interpretation, yes.

12 Q. And they also would not be in the state  
13 of Missouri, correct?

14 A. That's correct.

15 Q. As you talked more with Mr. McCollough,  
16 I got the sense that you might have in mind one of  
17 the Halo witnesses as opposed to the other as the  
18 person who testified to the effect that any  
19 origination of a further communication occurs at the  
20 data center; is that correct?

21 A. Yes. It was primarily based upon  
22 Mr. Johnson's testimony.

23 MR. FRIEDMAN: No further questions.

24 Thank you.

25 JUDGE STEARLEY: All right. Mr. Drause,

1 I thank you for your testimony. You may step down.  
2 And as I have instructed the other witnesses, you are  
3 not finally excused, however, just in case the  
4 Commissioners would like to re-call you for  
5 additional questions.

6 THE WITNESS: All right. Thank you.

7 JUDGE STEARLEY: Thank you very much.

8 And I believe we have Craw-Kan witnesses next on the  
9 schedule?

10 MR. ENGLAND: Your Honor, could we go  
11 off the record for just a second?

12 JUDGE STEARLEY: Certainly. Let me take  
13 us off here.

14 (DISCUSSION HELD OFF THE RECORD.)

15 JUDGE STEARLEY: So regarding witness  
16 availability, we are bringing up Alma's witness  
17 Amanda Molina at this time. If you'd please raise  
18 your right hand.

19 (The witness was sworn.)

20 JUDGE STEARLEY: Thank you. You may be  
21 seated and you may proceed.

22 DIRECT EXAMINATION BY MR. JOHNSON:

23 Q. Would you state your name, please, for  
24 our record.

25 A. Amanda Molina.

1 Q. And by whom are you employed and in what  
2 capacity?

3 A. Townes Telecommunications Services  
4 Corporation as the manager of revenue requirements.

5 Q. And is it correct that you're testifying  
6 here on behalf of the subsidiaries of Townes, Choctaw  
7 Telephone Company and MoKan Dial, Inc.?

8 A. Yes, sir.

9 Q. So even though our group is known as  
10 Alma, et al., Alma is not one of your properties; is  
11 that right?

12 A. Yes, sir.

13 Q. And have you caused to be prefiled as  
14 testimony Alma, et al. Exhibit No. 1 which is the  
15 direct testimony of Amanda Molina?

16 A. Yes, sir.

17 Q. And if I were to ask you the same  
18 questions that are set forth in that exhibit, would  
19 your answers be the same today as they were when you  
20 prepared these?

21 A. Absolutely.

22 Q. And are those answers true to the best  
23 of your knowledge, information and belief?

24 A. Yes, sir.

25 MR. JOHNSON: Your Honor, subject to the

1 outstanding objections and motions to strike, I would  
2 offer Alma, et al. Exhibit 1 and tender Ms. Molina  
3 for cross-examination.

4 JUDGE STEARLEY: All right. Thank you.  
5 And as before, I'll reserve ruling until we get the  
6 responses on the objections. Cross-examination by  
7 Halo.

8 CROSS-EXAMINATION BY MR. MAJOUÉ:

9 Q. Good afternoon, Ms. Molina. My name is  
10 Troy Majoué, and I represent Halo Wireless. One  
11 quick question as we begin. You said this was the  
12 testimony that you had caused to be prepared and  
13 filed; is that correct?

14 A. Yes, sir.

15 Q. Now, did you actually write this  
16 testimony?

17 A. I didn't physically write it out and  
18 e-mail it. I spoke with my attorney. He had asked  
19 questions and I verbally provided an answer.

20 Q. And when you were providing your  
21 responses, were you providing your responses at the  
22 same time as Tommie Sue Loges?

23 A. No. I've never met Ms. Loges.

24 Q. Okay. Have you reviewed her testimony?

25 A. I looked at a little piece of it, but

1 no, sir, I haven't read it all.

2 Q. Did you know that it was similar or  
3 identical to your testimony in any way?

4 A. Honestly, I didn't get past the first  
5 page. I read what she did, and I apologize.

6 Q. That's okay. All right. Let's go to  
7 page 3 of your testimony where you describe your  
8 education, employment and background.

9 A. Yes, sir.

10 Q. Am I correct that you are not a lawyer;  
11 is that correct?

12 A. Yes, sir.

13 Q. And you've received no other legal  
14 training, correct?

15 A. No, sir.

16 Q. Turning to page 5 of your testimony, in  
17 particular, lines 6 through 13 you state that -- in  
18 line 9 -- or 8 and 9 that you had received monthly  
19 Halo traffic information from AT&T regarding Halo; is  
20 that correct?

21 A. Yes, sir.

22 Q. Are your opinions today based on the  
23 information that you got from AT&T?

24 A. That came out of the network, yes, sir.

25 THE COURT REPORTER: I didn't hear you,

1 ma'am.

2 THE WITNESS: That came out of the  
3 network, yes.

4 THE COURT REPORTER: Thank you.

5 BY MR. MAJOUÉ:

6 Q. And in particular, for example, if we  
7 turn to page 9 of your testimony.

8 A. Okay.

9 Q. Lines 9 through 19 you have a series of  
10 percentages and whatnot. Is that information that  
11 you based on the traffic studies of AT&T?

12 A. Yes, sir.

13 Q. Did you do any studies of your own to  
14 verify that any of that information was correct?

15 A. No, sir, I had no reason to believe that  
16 it would not be.

17 Q. Is there any way that you could confirm  
18 that information is correct?

19 A. We could hire someone to, you know, hook  
20 up some equipment to our switch and actually do a  
21 study. We are -- our two companies are very small,  
22 so that would be quite an expense.

23 Q. Okay. So you haven't done that, then?

24 A. No, sir.

25 Q. Can you tell me how you're

1     **interconnected with AT&T?**

2           A.       How we are interconnected? We receive  
3 traffic from them through our LEC-to-LEC network. Is  
4 that what you're referring to?

5           Q.       Oh, no. Is there a physical  
6 interconnection that you're aware of that you can  
7 explain to me? And if you don't understand the  
8 question, that's okay.

9           A.       I'm sorry. I was going to say, I'm  
10 sorry, I don't know what you're looking for.

11          Q.       It's okay. That's -- that's answer  
12 enough for me. Do you know if your company uses SS7  
13 signaling information?

14          A.       Yes, sir, for both.

15          Q.       Do you know who provides your signaling  
16 transfer point functionality?

17          A.       Who we receive the SS7 records from, is  
18 that what you're asking me?

19          Q.       Well, yes.

20          A.       Yeah, that would come from AT&T.

21          Q.       And you've been here present the whole  
22 day through the testimonies; is that correct?

23          A.       Yes, sir.

24          Q.       Okay. You've heard evidence and  
25 testimony from witnesses on both sides discussing



1     **whether Halo has changed CN information, have you**  
2     **heard that testimony?**

3             A.       The CPN, yes, sir.

4             Q.       Okay. So is it your understanding that  
5     **Halo has changed CPN?**

6             A.       I think that maybe there was a little  
7     confusion. What I had heard was that the CPN is  
8     populating the SS7 data. However, the billing data  
9     doesn't come from SS7, so that would be the part we  
10    were saying was lacking some information.

11            Q.       Okay. Well, is it your understanding  
12    **still, though, that -- is Halo changing CPN**  
13    **information?**

14            A.       I can't answer as to what Halo may or  
15    may not be changing.

16            Q.       But that's not an allegation that you're  
17    **making on behalf of your company, that Halo is**  
18    **changing CPN?**

19            A.       I can say we don't have it in one set of  
20    records.

21            Q.       **In the records you receive from AT&T?**

22            A.       In the billing records, I -- yes, sir.

23            Q.       **And you said earlier, though, that you**  
24    **do receive SS7 information from AT&T?**

25            A.       That information comes from them.

1 Q. And did you hear Mr. McPhee in  
2 particular talk about the transmission -- or not  
3 Mr. McPhee -- Mr. Neinast talk about the transmission  
4 of SS7 information earlier?

5 A. Yes, sir.

6 Q. So the information that you receive from  
7 AT&T regarding Halo's traffic, does it contain CPN?

8 A. Which information -- are you talking  
9 about the AMA records or the SS7 records?

10 Q. The SS7 records.

11 A. The SS7 records, yes.

12 Q. They do have that?

13 A. Yeah.

14 Q. And do they also have a charge number  
15 parameter?

16 A. That part I don't know.

17 Q. Are you claiming that you're terminating  
18 traffic from Halo that is subject to access charges?

19 A. That my companies --

20 Q. Your companies, yes.

21 A. -- are terminating traffic to Halo?

22 Q. No, no. Traffic from Halo that is  
23 subject to access charges.

24 A. Yes, sir, we are billing the access to  
25 them.

1 THE COURT REPORTER: You're what, ma'am?

2 THE WITNESS: We are billing them

3 access.

4 BY MR. MAJOUE:

5 Q. Now, do you claim that you have an  
6 intrastate switched access -- access tariff -- tariff  
7 that you believe is applicable?

8 A. Yes, sir.

9 Q. Can you tell me what tariff that is?

10 A. We concur in the Oregon Farmers tariff.

11 Q. Is it your position that the description  
12 and terms and conditions of the access service you  
13 claim to be providing is set forth in that tariff  
14 that you just mentioned?

15 A. I'm sorry. Can you...

16 Q. Oh, sure.

17 JUDGE STEARLEY: Ms. Molina, when you  
18 answer, could you speak a little bit more into your  
19 microphone?

20 THE WITNESS: I can. I'm sorry.

21 JUDGE STEARLEY: That's all right.

22 Thank you.

23 BY MR. MAJOUE:

24 Q. Is it your position that the description  
25 and the terms and conditions of the access service

1 you claim to be providing are set forth in the tariff  
2 that you've identified?

3 A. Yes, sir, I believe that is true.

4 Q. Based on your testimony, your company  
5 did not send a request for interconnection with Halo;  
6 is that correct?

7 A. No, I don't believe that we did.

8 Q. Do you know why that is?

9 A. We typically haven't had to pursue -- if  
10 someone was sending us traffic and they had an  
11 interconnection agreement with AT&T, they basically  
12 came and pursued the interconnection agreement with  
13 us because they knew they would be terminating  
14 traffic. And that's how that has progressed thus  
15 far, so we kind of -- we waited for Halo to come like  
16 the other carriers had done.

17 Q. And is it your position that it was  
18 Halo's obligation to do that as opposed to your  
19 obligation, meaning your company's obligation?

20 A. To -- could you --

21 Q. To request interconnection.

22 A. Well, yes, sir. If you knew that you  
23 were going to terminate traffic on the network, why  
24 wouldn't you?

25 Q. And what -- is there a rule or something

1 that you base that position on?

2 A. I actually have our legal counsel do  
3 that. Again, let me clarify. I'm definitely not an  
4 attorney. So if you would like the rule, we can have  
5 Craig give it.

6 Q. No, that's not what I'm asking. You've  
7 asserted a position that you claim is it, and now  
8 you're claiming that you have no idea what the rule  
9 is. I mean, I'm just trying to get at your  
10 understanding. I'm not asking for your lawyer's  
11 understanding. We've talked -- I'm asking your  
12 understanding.

13 A. Right.

14 Q. So do you know the rule or not?

15 A. Could I recite it or anything? No. Am  
16 I aware that there is a rule?

17 Q. Oh, well --

18 A. Can I -- can you ask me like that?

19 Q. Well, I can ask you both ways. So you  
20 know, you're aware there is a rule, correct?

21 A. Yes, sir, absolutely.

22 Q. But you don't happen to know  
23 specifically the terms and all that because you're  
24 not an attorney as we've discussed, correct?

25 A. Right, yeah.

1           Q.       Okay. Are you aware that Halo requested  
2       that your company request interconnection from them  
3       under this rule that you're aware of but don't quite  
4       know the language of?

5           A.       There may have been some conversation.  
6       I don't handle that part of it, so I know that there  
7       were some calls. I was not on those calls, so I  
8       can't say absolutely what happened on it. I don't  
9       remember.

10          Q.       So you don't know the reason, then, why  
11       your company did not request interconnection?

12          A.       Originally, because we haven't done it  
13       with any of the other carriers. We worked with Halo  
14       the same way that we had worked with any of the other  
15       carriers we have agreements with. Basically I guess  
16       that is the way that we had conducted previously. We  
17       had no reason to think that it wouldn't flow the same  
18       this way.

19          Q.       Are you aware whether Halo told anyone  
20       or -- at your company or any of your representatives  
21       such as your counsel that if it would request  
22       interconnection and follow the rule that we  
23       referenced, that it could receive payment?

24          A.       There may have been some information.  
25       I'm not sure.

1           Q.       And as you sit here today, if Halo had  
2 told you, in fact, we will pay you if you request  
3 interconnection and enter into negotiations with us  
4 under the specific rule, would your company have done  
5 that?

6           A.       I would have to -- I don't have the  
7 final say-so on that. That is the way it's happened  
8 in the past with other carriers.

9           Q.       Meaning -- I thought you said earlier,  
10 though, that they typically requested from you?

11          A.       Right. If they -- but you're saying  
12 that you would come and request.

13          Q.       No, no. I'm saying if we asked you to  
14 follow the rule and come to us and say, this is our  
15 interpretation of the rule, that you have to ask us  
16 and you have to do it this certain way and we said,  
17 the second you do that, we'll start paying you  
18 interim compensation rates, is that something as you  
19 sit here today that you would say your company would  
20 do?

21          A.       I'm not sure if there is a rule as to  
22 who approaches who or what the benefit would be to  
23 that --

24          Q.       Well, and that's --

25          A.       -- so that part I can't answer.

1 Q. Okay. That's not what I'm asking. I'm  
2 just asking if that were, in fact, the case --

3 A. Uh-huh.

4 Q. -- if there was a rule that we said  
5 under our interpretation that required you to ask us  
6 to interconnect and to enter into negotiations to  
7 establish an interconnection agreement, if there were  
8 such a rule and we said, hey, you know, the second  
9 you do that, we will begin paying you interim  
10 compensation, as you sit here today, is that  
11 something that your company would accept and do?

12 A. I can't say absolutely for certain, but  
13 I -- I, at this point, cannot see why we would -- I'm  
14 not sure.

15 Q. Okay. Are you aware that other  
16 companies such as Windstream have, in fact, requested  
17 interim -- or requested to interconnect and to enter  
18 into negotiation and receive interim compensation?

19 MR. JOHNSON: Objection. Assumes facts  
20 not in evidence.

21 MR. MAJOUÉ: Well, I can rephrase, your  
22 Honor. I think that I can cure it.

23 BY MR. MAJOUÉ:

24 Q. Are you aware of whether, one way or the  
25 other, any carrier has requested interconnection with



1 **Halo and requested negotiations with Halo and as a**  
2 **result have received interim compensation?**

3 A. I have no idea who has or hasn't  
4 requested. Sorry.

5 MR. MAJOUE: Okay. That's -- that's --  
6 and I have no further questions.

7 JUDGE STEARLEY: All right.  
8 Cross-examination by Staff?

9 MS. McCLOWRY: Staff has no questions  
10 for this witness.

11 JUDGE STEARLEY: All right. Redirect.  
12 REDIRECT EXAMINATION BY MR. JOHNSON:

13 Q. Ms. Molina, do you know whether or not  
14 Halo was operating as a bona fide commercial mobile  
15 radio service provider sending bona fide commercial  
16 mobile radio service traffic that was entitled to use  
17 this rule?

18 MR. MAJOUE: Objection, your Honor.  
19 Calls for a legal conclusion and they're asking  
20 specifically do we qualify as a CMRS provider, and I  
21 think we've established and she made real clear  
22 laughingly, jokingly, that she's not a lawyer and if  
23 we want to look at the rules, we can ask her counsel.

24 JUDGE STEARLEY: I think you can  
25 rephrase, Mr. Johnson.

1 BY MR. JOHNSON:

2 Q. Based on your understanding of the rule,  
3 did you know whether or not it was available to a  
4 company that was not sending commercial mobile radio  
5 service traffic intraMTA to either Choctaw or MoKan  
6 Dial? Did you know?

7 A. Can you say it again? I'm sorry.

8 Q. Do you know what rule Mr. Majoue was  
9 referring to on the cross-examination questions that  
10 he asked you?

11 A. He would be talking about interconnection  
12 rules.

13 Q. Do you know whether that particular rule  
14 he was referring to, whether or not Halo was entitled  
15 to avail itself of that rule?

16 A. If they are a CMRS provider, then yes,  
17 they would be.

18 Q. Do you know whether or not they were  
19 operating as a CMRS provider with respect to the  
20 traffic they were sending to you?

21 MR. MAJOUÉ: Your Honor, same objection.  
22 Calls for a legal conclusion.

23 JUDGE STEARLEY: She can answer that to  
24 the extent of her knowledge. I'll overrule.

25 THE WITNESS: The traffic that we have

1 was not indicative of that, no.

2 MR. JOHNSON: That's all I have, your  
3 Honor.

4 JUDGE STEARLEY: All right. Now,  
5 Commissioners, please forgive me. I know I skipped  
6 over you there, but Mr. Johnson was on a time  
7 constraint for his redirect. But I do want to make  
8 sure, did you have any questions for this witness?

9 COMMISSIONER KENNEY: No problem. I  
10 have no questions. Thank you.

11 JUDGE STEARLEY: All right.

12 COMMISSIONER STOLL: I have no  
13 questions, Judge. Thank you.

14 JUDGE STEARLEY: All right. I just  
15 wanted to be sure you got an opportunity to redirect.

16 MR. JOHNSON: Thank you. I really  
17 appreciate that, your Honor.

18 JUDGE STEARLEY: And thank you,  
19 Ms. Molina, for your testimony. As with the other  
20 witnesses, though, you're not finally excused at this  
21 point in case the Commissioners would like to ask  
22 some further questions.

23 THE WITNESS: All right. Thank you.

24 JUDGE STEARLEY: You may step down. And  
25 Mr. Johnson, I assume you need to leave?

1 MR. JOHNSON: Yes, your Honor, I do.

2 JUDGE STEARLEY: We are going to take  
3 about a 15-minute break at this point.

4 (A RECESS WAS TAKEN.)

5 JUDGE STEARLEY: All right. We are  
6 going back on the record. Mr. England, before we  
7 pick up with the Craw-Kan witnesses, I just wanted to  
8 kind of look at scheduling here for a moment. It  
9 appears that you have about ten witnesses, if I'm  
10 counting correctly, and then we have another Alma  
11 witness and a Staff witness. So I just kind of want  
12 to gauge time-wise today how long we're going to go  
13 and where we'll be picking up tomorrow.

14 MR. ENGLAND: I'll offer my thoughts and  
15 I think Mr. McCollough certainly can offer his, but I  
16 know you mentioned something about going late in  
17 order to complete this in two days.

18 JUDGE STEARLEY: If it's necessary. If  
19 not...

20 MR. ENGLAND: Right. I'm thinking at  
21 least for today we can probably -- we're safe to  
22 conclude at five o'clock. I mean, I think we're  
23 going to have to come back tomorrow.

24 JUDGE STEARLEY: Oh, yeah, I can --  
25 we'll be back tomorrow for sure.

1 MR. ENGLAND: But I think we can  
2 conclude well within the time limits tomorrow.

3 MR. McCOLLOUGH: I think that we're  
4 going to be able to finish tomorrow without having to  
5 stay late.

6 JUDGE STEARLEY: All right.

7 MR. McCOLLOUGH: We're going to be able  
8 to run through many of Mr. England's witnesses  
9 because what you're going to see is cross-examination  
10 much like what just happened.

11 JUDGE STEARLEY: That's kind of what I  
12 was anticipating, but I wanted to check with the  
13 parties. So perhaps we can get through one, two more  
14 witnesses today before we conclude, possibly three  
15 even, and then we'll pick up tomorrow.

16 MR. BUB: Your Honor, we may even be  
17 able to get through four. We can tell you we don't  
18 have any cross-examination for any of the small  
19 companies.

20 JUDGE STEARLEY: Okay. Well, we'll see  
21 how far we get, then, by five o'clock.

22 MR. BUB: Very good.

23 JUDGE STEARLEY: And tomorrow I'm going  
24 to go back on the record at 8:30, but the Commission  
25 does have a regularly scheduled agenda at 9:30. I

1 may have to be present for a couple orders and a  
2 discussion in closed session, I'm not sure yet. So  
3 we may have to take a break in time to do a couple  
4 things with the agenda session at that point.

5 But I'm hoping we can at least get  
6 through one witness prior to the agenda session. And  
7 I'll know more tomorrow morning before we start up as  
8 to whether I will actually need to leave or if we can  
9 just keep moving.

10 MR. ENGLAND: Fair enough, your Honor.

11 JUDGE STEARLEY: All right. And this is  
12 Craw-Kan's first witness, and this is Mr. Boserman?

13 MR. ENGLAND: It's Bosserman.

14 JUDGE STEARLEY: Bosserman.

15 MR. ENGLAND: Yes.

16 JUDGE STEARLEY: My name butchering  
17 continues. Please raise your right hand.

18 (The witness was sworn.)

19 JUDGE STEARLEY: Thank you. And you may  
20 proceed, Mr. England.

21 MR. ENGLAND: Thank you, Judge.

22 DIRECT EXAMINATION BY MR. ENGLAND:

23 Q. Would you please state your name and  
24 business address for the record, please.

25 A. Kelly Bosserman, 7101 [sic], Peace

1 Valley, Missouri 65788.

2 Q. And by whom are you employed and in what  
3 capacity, please?

4 A. Peace Valley Telephone Company, Inc.  
5 I'm vice president of regulatory affairs.

6 Q. Are you the same Kelly M. Bosserman that  
7 has caused to be prepared direct -- prepared direct  
8 testimony in this case that I believe has been marked  
9 for purposes of identification as Craw-Kan Exhibit 8?

10 A. Yes, sir.

11 Q. And there are several schedules attached  
12 to that testimony?

13 A. Yes, sir.

14 Q. Two of which, I believe, are  
15 proprietary?

16 A. Yes, sir.

17 Q. Are there any corrections or revisions  
18 that you need to make to that testimony at this time?

19 A. None that I'm aware of.

20 Q. Is the information contained in the  
21 testimony and the exhibits that are attached to your  
22 testimony true and correct to the best of your  
23 knowledge, information and belief?

24 A. Yes, sir.

25 MR. ENGLAND: Thank you, sir. I have no

1 other questions of the witness. I understand that  
2 the testimony is subject to some objections and  
3 motions to strike. Subject to that, I would offer  
4 the testimony at this time. Tender the witness for  
5 cross-examination.

6 JUDGE STEARLEY: Very good. And as with  
7 the others, I'm reserving ruling on the objections so  
8 the parties have an opportunity to respond in  
9 writing.

10 MR. ENGLAND: Thank you, your Honor.

11 JUDGE STEARLEY: All right.

12 Cross-examination by Halo.

13 CROSS-EXAMINATION BY MR. MAJOUÉ:

14 Q. Good afternoon. My name is Troy Majoue,  
15 and as you've heard, I represent Halo Wireless, Inc.  
16 And the good news is that most of the questions  
17 you've already heard before, so we should be able to  
18 run through this fairly quickly.

19 Same question as before, did you  
20 actually write your testimony?

21 A. I prepared it with my attorney.

22 Q. Did you prepare it at the same time as  
23 the other witnesses who are appearing with the same  
24 attorney?

25 A. I have no idea.



1 Q. Have you reviewed their testimony?

2 A. I have not.

3 Q. Do you know one way or the other whether  
4 it's similar or identical to yours?

5 A. I'm not aware.

6 Q. All right. Let's turn to your  
7 experience. You are not a lawyer, correct?

8 A. I am, actually.

9 Q. You are?

10 A. Yes, sir.

11 Q. You are?

12 A. Yes.

13 Q. Okay. Have you actually practiced law  
14 outside of your current occupation?

15 A. Yes, sir.

16 Q. And where at?

17 A. From when?

18 Q. Oh, I guess let's just say graduation  
19 until present.

20 A. Okay. Graduation, I practiced with a  
21 law firm called the Law Offices of Steven Kravet in  
22 Willow Springs, Missouri.

23 Q. And what kind of law did you do there?

24 A. General practice, a little bit of  
25 everything. And then I had my own office for five

1 years, and I'm currently working with the Law Office  
2 of Denvil Crowe in Memphis, Tennessee.

3 MR. ENGLAND: Excuse me, Kelly. When  
4 you answer, could you speak closer to the microphone,  
5 please?

6 THE WITNESS: Yes, sir.

7 BY MR. MAJOUE:

8 Q. All right. And on whose behalf are you  
9 testifying today?

10 A. Peace Valley Telephone Company.

11 Q. Do you know how Peace Valley is  
12 interconnected with AT&T?

13 A. Basically my testimony is what I know.  
14 I know that we have the LEC-to-LEC network that we've  
15 all mentioned in the testimony. I actually go  
16 through a tandem with CenturyLink in Branson,  
17 Missouri, and then I believe they're connected with  
18 AT&T in Springfield.

19 Q. Do you get SS7 signaling?

20 A. Yes.

21 Q. And who do you get that from?

22 A. I'm not positive if it's AT&T or  
23 CenturyLink.

24 Q. Have you reviewed the traffic studies of  
25 AT&T regarding Halo's traffic that have been

1 **discussed today?**

2 A. I have.

3 Q. **Have you done any verification to**  
4 **confirm one way or the other whether those numbers**  
5 **are correct?**

6 A. No.

7 Q. **Could you have done that verification?**

8 A. I do not know. I imagine it would be  
9 fairly expensive to hire a consultant to figure it  
10 out.

11 Q. **All right. And do you have -- did you**  
12 **do any checking on how much the cost would be --**

13 A. No.

14 Q. **-- or just a guess?**

15 A. No.

16 Q. **Okay. You've heard some testimony and**  
17 **evidence today regarding the question of whether Halo**  
18 **provides CPN or CN to AT&T and then ultimately to**  
19 **Peace Valley and other RLECs; is that correct?**

20 A. Yes.

21 Q. **Do you receive from Halo CPN?**

22 A. From -- from Halo?

23 Q. **Yes.**

24 A. On our billing records we do not receive  
25 any CPN.

1 Q. Do you know if it comes through on the  
2 SS7 information that comes from AT&T?

3 A. I do not know.

4 Q. Okay. But on your billing records you  
5 don't see any CPN?

6 A. Correct.

7 Q. What do you see on the billing records?

8 A. We have the charge number, I believe.

9 Q. And whose charge number is put on there?

10 A. Whatever number's listed. I believe  
11 Halo's.

12 Q. Okay. So it's Halo's. And who would  
13 have inserted that charge number?

14 A. I do not know.

15 Q. Well, who did you get the records from,  
16 is that AT&T?

17 A. Yes.

18 Q. Do you have one way or -- knowing one  
19 way or the other whether they're the ones that put  
20 that number into the SS7?

21 A. I do not know.

22 Q. Does Peace Valley claim that it is  
23 terminating traffic that is subject to access  
24 charges?

25 A. That it has terminated traffic from you

1 subject to access charges?

2 Q. Yeah.

3 A. We have been billing at our rate that  
4 was set up in terminating agreements with wireless  
5 carriers -- carriers, so no, we're not saying -- we  
6 think some of the traffic may very well be subject to  
7 access, but we've been billing you at the lower rate.

8 Q. Okay. And what rate is that again?

9 A. That rate that we've been billing you  
10 at?

11 Q. Yeah.

12 A. I don't suppose that's proprietary.  
13 .0166, I believe.

14 Q. And you said that was based on some  
15 contracts. Do you know what contracts that's based  
16 on?

17 A. Well, it was based on, I think, two  
18 arbitration hearings that we had with Cingular and  
19 T-Mobile, and then those rates were gathered from  
20 there.

21 Q. Do you know what any of the issues were  
22 in any of those cases?

23 A. Negotiating what rates were going to be  
24 paid to us for terminating traffic.

25 Q. Did you participate personally in those

1 cases?

2 A. Not personally, no.

3 Q. So is it Peace Valley's position, then,  
4 that there is an intrastate switched access -- access  
5 tariff that is applicable to at least some of the  
6 traffic of Halo that's at issue?

7 A. I guess your question's fairly  
8 complicated. Yes, if your traffic is not wireless or  
9 is not intraMTA wireless, then there are access  
10 charges that are applicable.

11 Q. Okay. And my question is, do you  
12 believe based on that description of Halo's service,  
13 if that is indeed the case, you believe that there is  
14 some intrastate access tariff that you believe is  
15 applicable to the type of traffic you just described?

16 A. Yes, there would be a tariff for that.

17 Q. Can you tell me what tariff that is?

18 A. It would be the tariff that's filed with  
19 the Public Service Commission.

20 Q. But you don't know which one Peace  
21 Valley's is?

22 A. What the number is, no.

23 Q. No, not the number. For example, the  
24 last witness identified a specific name of the  
25 tariff.

1           A.       No. I leave that to my regulatory  
2 counsel and consultants.

3           Q.       Okay. But to the extent that you claim  
4 access charges are due for any of the Halo traffic at  
5 issue, is it your position that the terms and  
6 conditions would be described in whatever tariff you  
7 claim is applicable?

8           A.       Again, we're billing at the wireless  
9 rate. But yes, if there is access that is due to us,  
10 it would be under the access tariffs.

11          Q.       Is it your position that Peace Valley  
12 has sent a request for interconnection that complies  
13 with Rule 2011 E?

14          A.       I'm not familiar with the Rule 2011 E.  
15 We have sent a request for negotiation.

16          Q.       And what is your understanding of the  
17 import of requesting negotiations?

18          A.       It was our request so that we could  
19 start negotiating as we did with T-Mobile, Cingular,  
20 Sprint, to come to an agreement on what the rate  
21 would be.

22          Q.       Do you know what happened after that  
23 request for negotiations?

24          A.       I'm aware that you did not accept, and  
25 that's it.

1 Q. Is it your position that Halo refused to  
2 negotiate with you?

3 A. Yes.

4 Q. Have you reviewed any of the  
5 correspondence that went between your attorney and  
6 Halo regarding the negotiations requests?

7 A. Just what was in the exhibits attached  
8 to my testimony.

9 Q. Did you review the rebuttal testimony of  
10 Russ Wiseman?

11 A. I did not.

12 Q. Okay. So you're not familiar with any  
13 of the letters -- or you don't know one way or the  
14 other whether you've seen these letters that are  
15 attached there?

16 A. I've seen what's attached to my  
17 testimony.

18 Q. Okay. And if I were to represent to you  
19 that there are several letters in which Halo does, in  
20 fact, request to negotiate with your client, would  
21 you be able to say one way or the other whether  
22 that's correct?

23 A. Say it again.

24 Q. If I were to represent to you that there  
25 are letters attached to Mr. Wiseman's testimony



1     **wherein Halo does expressly request a desire to**  
2     **negotiate, would you be able to say one way or the**  
3     **other whether that is true or false?**

4                   MR. ENGLAND: Your Honor, excuse me. I  
5     think I've got an objection to the form of the  
6     question. If it doesn't assume facts in evidence  
7     that counsel seems to be testifying as to the nature  
8     of the -- of the correspondence that was attached to  
9     one of his witness's testimony, I'd say that's the  
10    best evidence of what Halo said or didn't say. He  
11    can ask the witness. I think he's already indicated  
12    whether he's familiar with those letters or not.

13                  MR. MAJOUÉ: Okay. And I guess to  
14    clarify, I'm really just trying to see whether he  
15    knows if there's anything out there in which we did  
16    request negotiations with your company.

17                  JUDGE STEARLEY: Okay. Are there any  
18    objections to that clarification?

19                  MR. ENGLAND: To that restated question?

20                  JUDGE STEARLEY: Yes, the restated  
21    question.

22                  MR. ENGLAND: I don't believe so.

23                  JUDGE STEARLEY: Okay. Thank you. And  
24    does he need to restate the question, then?

25                  THE WITNESS: Yep.

1 MR. MAJOUE: Well, can you just read it  
2 back, Court Reporter?

3 (THE COURT REPORTER READ BACK THE  
4 PREVIOUS QUESTION.)

5 THE WITNESS: I'm not aware of specific  
6 negotiations. I think I was informed that you  
7 demanded us to ask something in a different manner,  
8 and that's about the extent that I know.

9 BY MR. MAJOUE:

10 Q. Do you know what that thing in a  
11 different manner was?

12 A. Not really.

13 Q. If I told you it was to request  
14 interconnection, would that refresh your memory at  
15 all?

16 A. No.

17 Q. If Halo had told you that it would pay  
18 you interim compensation at the reciprocal  
19 compensation rate that we've discussed, if you would,  
20 one, request interconnection, and two, request to  
21 enter into negotiations, is that something that Peace  
22 Valley would have agreed to?

23 A. We believe that we're already  
24 interconnected. We believe the negotiation process  
25 that we've had to start is acceptable enough and is

1 the proper process. Obviously since you've paid  
2 nothing, we'd always have to consider some type of  
3 arrangement. Something's better than nothing. But  
4 our position is that you're already interconnected.  
5 We don't need to do anything further with our  
6 requests other than what we've already done.

7 **Q. Is it your position that Halo is**  
8 **directly interconnected with Peace Valley?**

9 A. I think that's a legal term that my  
10 expertise is not in.

11 **Q. Okay. Well, let's talk physically and**  
12 **not legally. Is there somewhere where its wire**  
13 **connects directly to your equipment?**

14 A. Not that I'm aware of.

15 **Q. Are you aware one way or the other**  
16 **whether other companies have requested**  
17 **interconnection with Halo and requested to enter into**  
18 **negotiations and have received interim compensation?**

19 A. I've not been involved in Halo's  
20 business operations, no, sir.

21 **Q. Okay. And but your -- and you're not**  
22 **otherwise aware through public filings or anything**  
23 **else that that's been the case?**

24 A. No, sir.

25 MR. MAJOUÉ: Okay. All right. No

1 further questions.

2 JUDGE STEARLEY: All right.

3 Cross-examination. I believe the other parties have  
4 indicated they were going to waive cross; is that  
5 correct?

6 MS. McCLOWRY: Yes.

7 JUDGE STEARLEY: All right. Questions  
8 from the bench? Commissioner Kenney?

9 COMMISSIONER KENNEY: No, thank you.

10 JUDGE STEARLEY: Commissioner Stoll?

11 COMMISSIONER STOLL: No, thank you,  
12 Judge.

13 JUDGE STEARLEY: All right. And we are  
14 back to redirect, Mr. England.

15 MR. ENGLAND: Thank you, your Honor.

16 REDIRECT EXAMINATION BY MR. ENGLAND:

17 Q. Mr. Bosserman, you were asked some  
18 questions about the billing records you received from  
19 AT&T. Are those received in the ordinary course of  
20 your business?

21 A. Yes, sir.

22 Q. Do they contain information not only  
23 about traffic that Halo terminates to you, but other  
24 wireless carriers?

25 A. Yes, sir.

1 Q. Do you have any reason to believe those  
2 records are not accurate?

3 A. No, sir.

4 Q. As far as you know, is it standard  
5 industry practice to use those records from which to  
6 issue bills to wireless carriers?

7 A. Yes, sir, that's what we've been using.

8 Q. And do you issue bills to other wireless  
9 carriers besides Halo based on those bills?

10 A. Yes, sir.

11 Q. And do other wireless carriers pay those  
12 bills?

13 A. Yes, sir.

14 MR. ENGLAND: Thank you, sir. No other  
15 questions.

16 JUDGE STEARLEY: All right. You may  
17 step down, sir, and thank you for your testimony. As  
18 with the other witnesses, I'm not finally excusing  
19 you, just in case the Commissioners would have  
20 additional questions.

21 THE WITNESS: Very well.

22 JUDGE STEARLEY: Thank you. And  
23 Craw-Kan may call its next witness.

24 MR. ENGLAND: Our next witness is Craig  
25 Wilbert, your Honor, who's actually with Craw-Kan

1 Telephone Cooperative.

2 (The witness was sworn.)

3 JUDGE STEARLEY: Mr. England, you may  
4 proceed.

5 MR. ENGLAND: Thank you, your Honor.

6 DIRECT EXAMINATION BY MR. ENGLAND:

7 Q. Would you state your name and business  
8 address for the record, please.

9 A. Yes. My name is Craig Wilbert. Business  
10 address is 200 North Ozark Street, Gerard, Kansas.

11 Q. And by whom are you employed and in what  
12 capacity?

13 A. The general manager of Craw-Kan  
14 Telephone Cooperative.

15 Q. Mr. Wilbert, did you cause to be  
16 prepared and filed in this case prepared direct  
17 testimony that has been marked for purposes of  
18 identification as Craw-Kan Exhibit 1?

19 A. Yes.

20 Q. Do you have any corrections or revisions  
21 that you need to make to that testimony at this time?

22 A. No.

23 Q. Or the exhibits attached to that  
24 testimony?

25 A. No.

1           Q.       Is the testimony that's contained in  
2       that exhibit and the information in the exhibits  
3       attached true and correct to the best of your  
4       knowledge, information and belief?

5           A.       Yes.

6                   MR. ENGLAND: Thank you, sir. I'd  
7       tender the witness for cross-examination and again  
8       offer the exhibit pending the ruling on the motions  
9       to strike.

10                   JUDGE STEARLEY: All right. Very good.  
11       Cross-examination from Halo.

12       CROSS-EXAMINATION BY MR. MAJOUÉ:

13           Q.       Can you tell me again how pronounce your  
14       name, sir?

15           A.       Craig Wilbert.

16           Q.       Okay. I'm from Louisiana and they have  
17       a tendency to cut off the "T," so I never quite know.  
18       All right. Same questions as before. Did you  
19       actually write your own testimony?

20           A.       I provided all the background  
21       information and worked on the general outline, and  
22       then our attorneys drafted the final product.

23           Q.       When you say "the general background  
24       information," what part of the testimony are you  
25       referring to?

1           A.       Oh, my personal background as well as  
2 exhibits regarding bills and things like that.

3           Q.       All right. And you say you provided the  
4 general outline. Did you also provide the general  
5 outline for the other Craw-Kan, et al. witnesses?

6           A.       No, I haven't seen any of the other  
7 witnesses' testimony.

8           Q.       Okay. So you don't know one way or the  
9 other whether they're identical or similar to yours?

10          A.       No.

11          Q.       And you're not a lawyer, correct?

12          A.       Correct.

13          Q.       All right. Let's turn to page 3 of your  
14 testimony.

15          A.       Okay.

16          Q.       Starting with lines 1 through 11, you  
17 describe how Halo's traffic is delivered to your  
18 company and you begin with, "It is my understanding."  
19 What is that understanding based on?

20          A.       Discussions with our carrier access  
21 billing department.

22          Q.       All right. Going down to lines 12  
23 through 15, you state that, "The only way that we  
24 knew we were receiving Halo traffic was after the  
25 fact when we began receiving records of that traffic



1 from AT&T," correct?

2 A. Yes.

3 Q. And in this case in rendering your  
4 opinions regarding the nature of Halo's traffic and  
5 the volumes and percentages and whatnot that you've  
6 identified in your testimony, you're relying on  
7 AT&T's records and traffic studies, correct?

8 A. Yes.

9 Q. You've done no personal verification of  
10 any of those facts, correct?

11 A. Correct.

12 Q. Is that something that you could have  
13 done?

14 A. I'm not aware.

15 Q. What do you mean you're not aware?

16 A. I don't know if we could or not.

17 Q. Okay. Do you know how you were  
18 interconnected with AT&T?

19 A. Yes. Via the LEC-to-LEC Feature Group C  
20 network.

21 Q. Do you use SS7 signaling information?

22 A. Yes, we do.

23 Q. And who provides your SS7 --

24 A. I believe it's AT&T.

25 Q. Do you know one way or the other whether

1 in the SS7 signaling information you received from  
2 AT&T regarding Halo's traffic whether it passed on  
3 the CPN and CN information for that traffic?

4 A. No, I do not.

5 Q. What about in the billing records?

6 A. No, I don't.

7 Q. All right. Let's turn to page 6 of your  
8 testimony starting at the bottom of 6 and going on to  
9 7 where you discuss whether you have any evidence of  
10 Halo's traffic is not wireless. Again, this is  
11 something that's specifically based on the studies of  
12 AT&T, correct?

13 A. Correct.

14 Q. You have no independent personal  
15 knowledge of whether this is true one way or the  
16 other, correct?

17 A. That's correct.

18 Q. Going now to page 7 at the bottom  
19 starting at line 18 going through 23, you discuss  
20 traffic that is, quote, Actually traffic subject to  
21 access charges. Is it your position that the Halo  
22 traffic at issue is subject to access charges?

23 A. Yes, it's my position that while we have  
24 not billed those access charges, there is some  
25 substantial portion that would be billed at access.

1 Q. Okay. So as I've asked the other folks,  
2 I take it, then, that you believe that there is an  
3 intrastate switched access tariff that applies for  
4 the traffic at issue; is that correct?

5 A. Yes.

6 Q. Can you tell me which tariff that is?

7 A. I believe it's the Oregon Farmers  
8 tariff.

9 Q. And is it your position that the  
10 description and terms and conditions of the access  
11 service you claim to be providing is set forth in  
12 that tariff that you just referenced?

13 A. Yes.

14 Q. Let's go back to page 4 of your  
15 testimony starting at line 1 and going through  
16 line 6. You discuss correspondence between your  
17 counsel and Halo regarding requests to begin  
18 negotiations towards a termination agreement; is that  
19 correct?

20 A. Yes.

21 Q. And in line 5 you claim that Halo has  
22 refused to negotiate?

23 A. Yes, because of some specific -- who  
24 requests from whom.

25 Q. So you believe the issue is we thought

1 somebody else should be requesting something else?

2 A. Yes. I believe we certainly made an  
3 offer to begin negotiations on an agreement.

4 Q. Do you know if your counsel ever  
5 specifically requested to directly and -- directly  
6 physically interconnect with Halo?

7 A. No, I don't.

8 Q. Do you know if your counsel ever  
9 specifically requested to enter into 251 or 252  
10 negotiations using that language?

11 A. No, I don't.

12 Q. Have you reviewed the correspondence  
13 that was attached as exhibits to Mr. Wiseman's  
14 rebuttal testimony?

15 A. No, I have not.

16 Q. And so you don't know one way or the  
17 other whether in that -- or in those letters whether  
18 Halo specifically requested to negotiate one way or  
19 the other?

20 A. All my discussions with our counsel have  
21 been regarding the fact that Halo has asked us to  
22 request interconnection rather than the other way  
23 around. And I guess it was my opinion that, you  
24 know, we have agreements with all the other major  
25 nationwide carriers and everything's worked well, so

1 I really didn't feel the need to change that  
2 negotiating stance.

3 Q. And do you know if you attempted at any  
4 point to ever actually negotiate, notwithstanding  
5 your difference in opinion, regarding the way the  
6 rules work?

7 A. I think we offered, you know, our  
8 current rates for wireless termination traffic and  
9 have billed those rates accordingly.

10 Q. Okay. And -- but your position is that  
11 notwithstanding that, that Halo refused to offer any  
12 other counter-terms?

13 A. I'm not familiar, no.

14 Q. Okay. Do you know --

15 THE COURT REPORTER: I'm sorry. I  
16 didn't hear you.

17 THE WITNESS: I said no, I'm not  
18 familiar with that.

19 BY MR. MAJOUÉ:

20 Q. Do you know one way or the other whether  
21 Halo offered its own proposed agreement as part of  
22 negotiations notwithstanding the dispute that you had  
23 about --

24 A. No details other than I think there was  
25 additional terms that we didn't find palatable, I

1 guess, in addition to requests from them. I'm not  
2 sure what those are, though.

3 Q. Okay. So meaning you do believe that  
4 Halo offered some additional terms at some point?

5 A. Yes, I do believe that.

6 Q. Okay. And so then your position that  
7 Halo refused to negotiate is not accurate, is it?

8 A. It's semantics, I think. And any time  
9 we have a situation like that, I tend to defer to our  
10 counsel.

11 Q. Okay. Well, as you sit here today and  
12 if I asked you differently, is it your position that  
13 at no point Halo attempted to offer any other terms  
14 of any negotiation process?

15 A. No, I'm not aware of any other offers.

16 Q. So if Halo had told you that it would  
17 pay you interim compensation if your company requests  
18 interconnection and requests to enter into the  
19 negotiations process that it could immediately begin  
20 getting paid, is that something as you sit here today  
21 that your company would agree to?

22 A. No.

23 Q. Why?

24 A. Due to advice from our counsel and the  
25 terms of the agreement offered.

1           Q.       And which agreement offer are we  
2   discussing?

3           A.       Well, again, I think -- again, I'm not  
4   familiar with the legal language, but there seems to  
5   be that hinge on who requests from who. So as long  
6   as that was a sticking point, we wouldn't agree.

7           Q.       Okay. Well, you just mentioned some  
8   agreement. Was that the agreement that I was talking  
9   about earlier that perhaps Halo might have offered  
10   its own agreement?

11          A.       Yes, yes.

12          Q.       Okay. Are you aware one way or the  
13   other whether other companies have taken this request  
14   and requested to interconnect with Halo and requested  
15   to enter negotiations and have received interim  
16   compensation?

17          A.       No, I was not aware of that.

18                   MR. MAJOUE: All right. No further  
19   questions.

20                   JUDGE STEARLEY: All right.  
21   Cross-examination by any of the other parties?

22                   (NO RESPONSE.)

23                   JUDGE STEARLEY: Okay. Hearing none,  
24   questions from the Commissioners. Commissioner  
25   Kenney?

1 COMMISSIONER KENNEY: No, thank you.

2 JUDGE STEARLEY: Commissioner Stoll?

3 COMMISSIONER STOLL: I have no  
4 questions, Judge.

5 JUDGE STEARLEY: All right. Redirect?

6 MR. ENGLAND: Thank you, your Honor.

7 REDIRECT EXAMINATION BY MR. ENGLAND:

8 Q. Again, Mr. Wilbert, you were asked some  
9 questions about the billing records you received from  
10 AT&T. Did you receive them in the ordinary course of  
11 your business?

12 A. Yes, we did.

13 Q. Do you have any reason to believe those  
14 records are not accurate?

15 A. No.

16 Q. Did you use those records for purposes  
17 of billing other wireless carriers?

18 A. Yes.

19 Q. And do other wireless carriers pay their  
20 bills based on those records?

21 A. Yes.

22 Q. You were also asked a question about  
23 negotiations. Are you aware whether or not Halo was  
24 willing to submit to State-supervised arbitration if  
25 those negotiations failed to produce a fully



1 **agreed-to agreement?**

2 A. I know that was offered. I don't know  
3 what the response was.

4 MR. ENGLAND: Thank you, sir. No other  
5 questions.

6 JUDGE STEARLEY: All right. Very good.  
7 Mr. Wilbert, you may step down. As with the other  
8 witnesses, I'm not going to finally excuse you at  
9 this time, however.

10 THE WITNESS: Thank you.

11 JUDGE STEARLEY: And thank you for your  
12 testimony. Craw-Kan may call its next witness.

13 MR. ENGLAND: Your Honor, it's Rick  
14 Bradley with Rockport Telephone Company.

15 (The witness was sworn.)

16 JUDGE STEARLEY: Thank you. You may be  
17 seated. Counsel, you may proceed.

18 MR. ENGLAND: First of all, your Honor,  
19 I thought I'd give you a witness with a name you  
20 could pronounce.

21 JUDGE STEARLEY: Greatly appreciated.

22 MR. ENGLAND: I did that on purpose,  
23 slipped him in there. Thank you, your Honor.

24 DIRECT EXAMINATION BY MR. ENGLAND:

25 Q. **Would you please state your name and**

1     **business address for the record, please.**

2             A.       My name is Rick Bradley. My business  
3 address is 214 South Main, Rockport, Missouri.

4             Q.       **And by whom are you employed and in what  
5 capacity?**

6             A.       With Rockport Telephone Company. I am  
7 the chief financial officer.

8             Q.       **Mr. Bradley, did you cause to be  
9 prepared direct testimony of Rick Bradley that has  
10 been marked for purposes of identification in this  
11 case as Craw-Kan Exhibit 9, I believe?**

12            A.       Yes.

13            Q.       **And as well as the exhibits that are  
14 attached thereto?**

15            A.       Yes.

16            Q.       **Are there any corrections or revisions  
17 you need to make to that testimony at this time?**

18            A.       No.

19            Q.       **Is the information contained in the  
20 testimony and exhibits attached thereto true and  
21 correct to the best of your knowledge, information  
22 and belief?**

23            A.       Yes.

24                    MR. ENGLAND: Thank you, sir. At this  
25 time I'd offer the witness for cross-examination and

1 offer the exhibit into evidence subject to the  
2 rulings on the motions to strike.

3 JUDGE STEARLEY: All right. Thank you,  
4 Mr. England. And as before, the ruling on the  
5 admission of the exhibits will be reserved at this  
6 time until we have the written responses.

7 MR. ENGLAND: Thank you, your Honor.

8 JUDGE STEARLEY: Cross-examination by  
9 Halo.

10 CROSS-EXAMINATION BY MR. MAJOUÉ:

11 Q. All right. Mr. Bradley, did you write  
12 your own testimony?

13 A. I worked on it with my attorney.

14 Q. Did you work on it with the other  
15 witnesses that were represented by the same counsel  
16 at the same time?

17 A. No.

18 Q. Have you reviewed the testimony of the  
19 other witnesses?

20 A. No, I have not seen it.

21 Q. Okay. And do you know one way or the  
22 other whether it's similar or identical?

23 A. I have no idea.

24 Q. When you say you worked on it, what does  
25 that mean?

1           A.       We went through the biography  
2 background, the billing records, those types of  
3 things, reviewed it and they helped prepare it.

4           Q.       And did you actually write any of the  
5 other answers besides the background information?

6           A.       "Other answers" as what type of answers?

7           Q.       Meaning answers besides the first few  
8 pages about your background.

9           A.       I reviewed all that information and  
10 helped prepare that stuff.

11          Q.       And you're not a lawyer, correct?

12          A.       No, I'm not.

13          Q.       Turn to page 2 of your testimony,  
14 specifically lines 11 through 14 where you discuss  
15 how you note Halo's delivery of traffic to your  
16 company. And that's based on records from AT&T,  
17 correct?

18          A.       That is correct.

19          Q.       And your other opinions regarding the  
20 amount and percentage of traffic that you identify on  
21 those pages that follow, that's also based on AT&T's  
22 records and --

23          A.       Based on that traffic study, correct.

24          Q.       And have you done anything to  
25 independently verify that the information they

1 **provided you is correct?**

2 A. No, I have not.

3 **Q. Is that something you could have done?**

4 A. I have no idea. I'd have to talk to my  
5 regulatory people. It's probably costly and then the  
6 amount of time.

7 **Q. Okay. And what do you base that costly**  
8 **estimate on?**

9 A. I'm not sure.

10 **Q. Did you ever talk to anybody at AT&T how**  
11 **they came up with those studies?**

12 JUDGE STEARLEY: Counsel, excuse me.  
13 Can I interrupt you? Could you use your microphone?  
14 Having a little trouble hearing you on the webcast.

15 BY MR. MAJOUÉ:

16 **Q. Did you ever talk to anybody at AT&T**  
17 **about how they came about those studies?**

18 A. No, I did not.

19 **Q. Are you interconnected with AT&T?**

20 A. We're interconnected with AT&T which I  
21 believe at the St. Joe tandem in St. Joe, Missouri we  
22 go through CenturyLink's tandem in Maryville,  
23 Missouri and then connect to AT&T through there, I  
24 believe.

25 **Q. Do you use SS7 signaling?**

1 A. I believe so.

2 Q. And who do you get that from?

3 A. Not 100 percent sure. I believe it's  
4 AT&T.

5 Q. Do you know whether the SS7 information  
6 you received from AT&T regarding Halo's traffic  
7 contains CPN and CN?

8 A. I do not know that.

9 Q. Do you know if the billing records that  
10 you received from AT&T had either CPN or CN  
11 information --

12 A. I do not know that for a fact.

13 Q. Is that something that you're able to  
14 check?

15 A. I'm not sure.

16 Q. Do you claim that the Halo traffic at  
17 issue is subject to access charges?

18 A. I believe that it is subject to access  
19 charges.

20 Q. And so, again, like I've asked the other  
21 folks, I take it that -- that to mean that you claim  
22 that there is an intrastate -- or intrastate switched  
23 access tariff that applies --

24 A. I believe that would be the Oregon  
25 Farmers.

1 Q. So it's the same one?

2 A. Yes, sir.

3 Q. Is it your position that the description  
4 and terms and conditions of the access service you  
5 claim to be providing to Halo is set forth in that  
6 tariff?

7 A. I believe so.

8 Q. Turning to page 3 of your testimony, in  
9 particular lines 6 through 14, and I guess we'll  
10 start with line 13. Is it your position, then, that  
11 Halo's refused to negotiate with your company?

12 A. That is my understanding.

13 Q. Have you read any of the correspondence  
14 that is attached to the rebuttal testimony of Russ  
15 Wiseman?

16 A. No, I have not.

17 Q. Do you know one way or the other whether  
18 Halo, notwithstanding a dispute of the one that  
19 you've identified here in line 14, that it has  
20 nevertheless said that it would be willing to  
21 negotiate with your company?

22 A. I'm not aware of that.

23 Q. So you don't know one way or the other  
24 whether Halo ever offered a specific interconnection  
25 agreement with terms that the parties could use to

1     **interconnect?**

2             A.     I personally do not know that.

3             **Q.     Is that something that you could have**  
4     **checked?**

5             A.     Probably could have contacted counsel.  
6     They usually handled those things for us.

7             **Q.     And so that's not something you would**  
8     **have kept on your company's facilities? You wouldn't**  
9     **have a record of offers or things like that?**

10            A.     Not until we start, you know, into the  
11    negotiation process, which my understanding was the  
12    letter was sent and there was no response back based  
13    on a request for interconnection.

14            **Q.     So you sent a request to Halo and Halo**  
15    **never sent anything back?**

16            A.     I have not seen anything.

17            **Q.     Have you asked your attorney?**

18            A.     No, I have not.

19            **Q.     So in fact, you don't know one way or**  
20    **the other whether Halo's actually refused to**  
21    **negotiate, do you?**

22            A.     I do not.

23                    MR. MAJOUÉ: All right. No further  
24    questions.

25                    JUDGE STEARLEY: All right. Any other



1 cross-examination?

2 (NO RESPONSE.)

3 JUDGE STEARLEY: Okay. Questions from  
4 the Commissioners. Commission Kenney?

5 COMMISSIONER KENNEY: No, thank you.

6 JUDGE STEARLEY: All right.

7 Commissioner Stoll?

8 COMMISSIONER STOLL: I have no  
9 questions, Judge.

10 JUDGE STEARLEY: All right. We are back  
11 to redirect.

12 MR. ENGLAND: Thank you, your Honor.

13 REDIRECT EXAMINATION BY MR. ENGLAND:

14 Q. Mr. Bradley, the records you receive --  
15 the billing records you receive from AT&T, are they  
16 received in the ordinary course of your business?

17 A. Yes, they are.

18 Q. Do you have any reason to believe those  
19 records you receive from AT&T are inaccurate?

20 A. No.

21 Q. As far as you know, is it standard  
22 industry practice to render bills from those billing  
23 records?

24 A. Yes. We send those to all the other  
25 carriers based on those records.

1           **Q.       And do other carriers pay their bills**  
2 **based on those records?**

3           A.       Yes, they do.

4           MR. ENGLAND: Thank you, sir. No other  
5 questions.

6           JUDGE STEARLEY: All right. Thank you,  
7 Mr. Bradley. You may step down at this time. As  
8 with the other witnesses, however, I will not finally  
9 excuse you in case the Commissioners have additional  
10 questions.

11           And it does indeed look like we have  
12 time for one more.

13           MR. ENGLAND: We think we may go for  
14 two, your Honor.

15           JUDGE STEARLEY: Mr. McCormack, would  
16 you please raise your right hand.

17           (The witness was sworn.)

18           JUDGE STEARLEY: Thank you. You may be  
19 seated, and Counsel, you may proceed.

20           MR. ENGLAND: Thank you, your Honor.

21 DIRECT EXAMINATION BY MR. ENGLAND:

22           **Q.       Would you please state your name and**  
23 **business address for the record.**

24           A.       My name is Dee McCormack. My business  
25 address is 200 College Avenue, Ellington, Missouri.

1 Q. Mr. McCormack, by whom are you employed  
2 and in what capacity?

3 A. I am employed by Ellington Telephone  
4 Company as its president and general manager.

5 Q. And did you cause to be prepared and  
6 filed in this case prepared direct testimony and  
7 certain exhibits attached thereto?

8 A. I did, sir.

9 Q. Do you have any corrections or revisions  
10 that you need to make to that testimony at this time?

11 A. No.

12 Q. Is the information contained in the  
13 testimony and the exhibits attached to that testimony  
14 true and correct to the best of your knowledge,  
15 information and belief?

16 A. Yes.

17 MR. ENGLAND: Thank you, sir. No other  
18 questions. We'd tender the witness for  
19 cross-examination and offer the exhibit pending your  
20 determination on the motions to strike.

21 JUDGE STEARLEY: All right.

22 MR. ENGLAND: Thank you.

23 JUDGE STEARLEY: Thank you, Mr. England.

24 Cross-examination by Halo.

25 CROSS-EXAMINATION BY MR. MAJOUÉ:

1 Q. Okay. Mr. McCormack, same question as  
2 the other folks. Did you actually write your own  
3 testimony?

4 A. I responded to our attorney's questions  
5 for information and to help him complete the  
6 document, yes.

7 Q. Looking at your testimony, are there  
8 specific portions that you recognize your own wording  
9 and drafting?

10 A. Yes, I certainly do. I provided  
11 information regarding my -- I guess my duties and  
12 responsibilities, I provided information regarding my  
13 education and work experience.

14 Q. All right. And what about after page 2,  
15 is there other information in there that you wrote?

16 A. I didn't actually draft the words. I  
17 might have participated obviously in providing some  
18 information and some data.

19 Q. In connection with your provision of  
20 data to your attorneys, did you participate with any  
21 of the other witnesses represented by the same  
22 attorney to prepare this testimony?

23 A. No.

24 Q. Do you know one way or the other whether  
25 this testimony is similar or identical in parts after

1 the background to the testimony of the other  
2 witnesses?

3 A. I don't know.

4 Q. We might have already covered this, but  
5 you're not a lawyer, correct?

6 A. That is correct.

7 Q. Are you interconnected with AT&T?

8 A. Yes.

9 Q. Do you get SS7 signaling information?

10 A. Yes.

11 Q. Who do you get it from?

12 A. AT&T.

13 Q. Do you know one way or the other whether  
14 AT&T provides CPN and CN information from -- or for  
15 the Halo traffic at issue on the SS7 signaling?

16 A. I have no personal knowledge of that.

17 Q. Do you know one way or the other whether  
18 AT&T passes on either CPN or CN from Halo in its  
19 regular billing records to you?

20 A. I do not know.

21 Q. Let's turn to page 2 of your testimony,  
22 starting at line 13 going through line 16 where you  
23 discuss how you know Halo is delivering traffic to  
24 your company. Do you see that?

25 A. Yes. Yes, I do see that.

1 Q. Based on your answer there, is it  
2 correct that the information that you're providing  
3 here about what you know about Halo's traffic is  
4 based on AT&T's records and traffic studies?

5 A. Yes, based on AT&T's records.

6 Q. Is that the same case with regard to the  
7 percentages and other things that you identify  
8 regarding Halo's traffic?

9 A. Where do you refer to percentages? Page  
10 and line number, please.

11 Q. Okay. Well, let's turn to page 6, and  
12 there you're talking about, "An amount of traffic is  
13 fairly substantial relative to the amount of wireless  
14 traffic we received from other national wireless  
15 carriers." And is there a specific percentage or  
16 comparison that you did to come up with that  
17 statement?

18 A. Repeat that question, please.

19 Q. Looking at line 7 and 8, is there a  
20 specific percentage comparison that you did to  
21 determine whether the amount of Halo traffic that's  
22 terminating to your company is fairly substantial  
23 relative to the amount of wireless traffic you  
24 receive from other wireless carriers?

25 A. Well, it's a matter of relativity, and I

1 did not mathematically compute a percentage, sir.

2 Q. Okay. And when you were determining  
3 that matter of relativity, was that something that  
4 you based on AT&T's records?

5 A. That is correct, and it's based on  
6 the -- which also based on the billing that we do to  
7 all the other carriers.

8 Q. For all the areas in which you've said  
9 that -- or would agree that you relied on AT&T's  
10 billing records or its traffic studies, have you done  
11 any independent verification of any of those studies  
12 or billings?

13 A. No.

14 Q. Have you talked to anybody at AT&T about  
15 how they went about determining those numbers that  
16 they provided to you?

17 A. No, sir.

18 Q. Is that something that you could have  
19 done?

20 A. Perhaps.

21 Q. And why did you not try to verify it?

22 A. I didn't think it was a cost-effective  
23 use of my time.

24 Q. Is it your company's position that the  
25 Halo traffic that's at issue is subject to access

1 charges?

2 A. Quite possibly.

3 Q. When you say "quite possibly," is it  
4 correct to say, then, that you don't know one way or  
5 the other whether it's subject to access charges?

6 A. I don't have personal knowledge of the  
7 call detail that is compiled by AT&T, but I'm like  
8 many of the other witnesses, I highly suspect that  
9 it's not wireless.

10 Q. And based on that contention, you  
11 contend that it's subject to access charges?

12 A. If it's not wireless, yes, sir, it would  
13 be subject to access charges.

14 Q. So for the traffic that you claim is not  
15 wireless, using your terms, do you claim that that is  
16 subject to an intrastate switched access tariff?

17 A. Well, if the traffic met the  
18 jurisdictional definitions of intrastate traffic,  
19 then the answer to that question is yes.

20 Q. Can you tell me what tariff you believe  
21 would apply to this type of traffic?

22 A. The Oregon Farmers Mutual Telephone  
23 Company tariff.

24 Q. And that's the same tariff that you  
25 believe would apply to all of your intrastate



1 switched access tariff traffic -- or switched access  
2 traffic?

3 A. I believe that would be correct. You  
4 are saying intrastate?

5 Q. Correct. Is it your position that the  
6 description and terms and conditions of the access  
7 service you claim to be possibly providing is set  
8 forth in the tariff you just referenced?

9 A. Yes.

10 Q. Let's turn to page 3 of your testimony,  
11 specifically lines 8 through 16 where you discuss  
12 your negotiations or lack thereof with Halo regarding  
13 reaching an agreement on termination of traffic. Do  
14 you see that?

15 A. Yes.

16 Q. And then line 15 you claim that it's  
17 your understanding that Halo refused to negotiate  
18 with your company. Do you still believe that to be  
19 the case?

20 A. Yes.

21 Q. Have you reviewed any of the  
22 correspondence that's attached to Mr. Wiseman's  
23 rebuttal testimony in this case?

24 A. No. I might have, you know, glanced  
25 through a couple of documents, but there's so many

1 voluminous documents in this matter, and again, it's  
2 not been cost-effective for me to spend a lot of time  
3 on this subject.

4 Q. When you say "this subject," are you  
5 meaning the issue of whether Halo did or did not  
6 attempt to negotiate with your company?

7 A. Well, I -- in a broader sense, meaning  
8 that we've not collected any revenue that's been  
9 billed to Halo. And that's formed -- it's had a  
10 profound impact on the nature of which I want to  
11 spend time on the subject.

12 Q. Do you know one way or the other whether  
13 your company requested to interconnect physically  
14 with Halo?

15 A. I believe that our counsel requested --  
16 made a request to enter negotiations for the terms of  
17 a traffic termination agreement.

18 Q. And you say here on page 3 again that  
19 Halo refused to negotiate. Do you know one way or  
20 the other whether Halo ever responded with a  
21 willingness -- willingness to negotiate with your  
22 company?

23 A. No.

24 Q. When you say no, you don't know one way  
25 or the other?

1           A.       Our counsel did not advise us that  
2 negotiations were going forward.

3           Q.       So you don't know one way or the other  
4 whether Halo proposed, notwithstanding a dispute  
5 under the rules, an agreement or counter-terms or  
6 anything like that?

7           A.       No, I don't know. No.

8           Q.       If Halo had told you if you request  
9 interconnection from us and request to negotiate with  
10 us under specific FCC rules we've been discussing,  
11 and if you do that, we'll pay you interim  
12 compensation under the applicable rates that we  
13 claim, is that something your company would have  
14 done?

15          A.       Well, our company is already indirectly  
16 interconnected through the AT&T/Ellington Telephone  
17 Company LEC-to-LEC network, and we believe we're  
18 already interconnected.

19          Q.       All right. And do you know one way or  
20 the other whether the rule requires you to be  
21 directly physically interconnected or not?

22          A.       We're not directly physically  
23 interconnected with any other wireless carriers and  
24 it's worked well.

25          Q.       But again, you don't know one way or the

1 other whether you're required to be directly  
2 interconnected?

3 A. I have an opinion that no, we're not  
4 required to be directly interconnected because we  
5 have a number of wireless carriers that are quite  
6 pleased and appear to be happy and paying their bills  
7 with the arrangement that we have, and it is not  
8 direct interconnection.

9 Q. Okay. And I understand that. But the  
10 point is that that's your opinion. You don't know  
11 one way or the other whether that's the case,  
12 correct?

13 A. I'd have to -- I'd have to let the  
14 counsel advise me on that.

15 Q. Okay. Agreed. Do you know one way or  
16 the other whether any other carriers have spoken to  
17 Halo and Halo has asked them to request  
18 interconnection and request negotiations in exchange  
19 for payment of interim compensation?

20 A. I was not aware of that until hearing  
21 some comments made in the proceeding today.

22 MR. MAJOUE: No further questions.

23 JUDGE STEARLEY: Any other  
24 cross-examination for this witness?

25 MS. DALE: No, Judge.

1 JUDGE STEARLEY: Any questions from the  
2 Commissioners?

3 COMMISSIONER STOLL: No questions,  
4 Judge.

5 COMMISSIONER KENNEY: No, thank you.

6 JUDGE STEARLEY: All right. Redirect?

7 MR. ENGLAND: Thank you, your Honor.

8 REDIRECT EXAMINATION BY MR. ENGLAND:

9 Q. Mr. McCormack, with respect to the  
10 billing records you received from AT&T, you've  
11 received them in the ordinary course of your  
12 business?

13 A. Yes.

14 Q. And do you have any reason to doubt the  
15 accuracy of those records?

16 A. None whatsoever.

17 Q. As far as you know, is it standard  
18 industry practice to use those records for purposes  
19 of billing wireless carriers?

20 A. Yes.

21 Q. And when you send bills to wireless  
22 carriers based on those records, do they pay those  
23 bills?

24 A. Yes.

25 Q. You were also asked some questions about

1 the Oregon Farmers intrastate access tariff. To be  
2 clear, Ellington Telephone Company concurs in the  
3 terms and conditions of that tariff; is that right?

4 A. That's correct.

5 Q. And the actual intrastate access rates  
6 that Ellington Telephone Company charges, where are  
7 they contained, sir?

8 A. They're contained in the Ellington  
9 Telephone Company tariff on file and approved by the  
10 Missouri Public Service Commission.

11 Q. Okay. You indicated in response to  
12 several questions that you were not getting any  
13 revenue from Halo, that it was not cost-effective for  
14 you to engage in certain efforts to pursue certain  
15 items. In light of the fact that Halo is now in  
16 bankruptcy, do you anticipate receiving any revenue?

17 A. No, we anticipate receiving no revenue.

18 Q. And finally, there was a question  
19 regarding interim compensation. I believe you're a  
20 little different than the other companies making up  
21 the Craw-Kan Group. Would you please explain the  
22 rates that you are currently billing to Halo?

23 A. Yes. We're billing .004 -- three  
24 zeros -- .0004 dollars which is four-tenths of a cent  
25 or four hundredths. I have to look at my map here.

1 Three zeros. .0004. And that's in my testimony  
2 here, I believe.

3 Q. You make -- excuse me. Mr. McCormack,  
4 you make a lot of fun of my math.

5 A. Yeah. Now I see it's payback time.

6 Q. And you'll correct me, I know you will  
7 if I'm wrong, but if there are three zeros after that  
8 decimal point and then a four, I'm thinking it's four  
9 one-hundredths of a cent --

10 A. Yes.

11 Q. -- per minute of use?

12 A. Yes.

13 Q. Okay. And how does that rate actually  
14 compare to your wireless termination rate that you  
15 charge other wireless carriers?

16 A. It's effectively -- it is a negligible  
17 rate and it is substantially lower. We're charging,  
18 I believe it's .027 which is 2.7 cents to other  
19 carriers and maybe 3.5 to one particular carrier. So  
20 billing that -- so billing that lower rate, I think  
21 part of my company's decision was that we weren't  
22 going to get paid whether we billed the -- any amount  
23 of money and we're going to have a lower  
24 uncollectible write-off to make.

25 Q. And you have not received payment on

1     **that lower rate, have you?**

2             A.       No.

3                     MR. ENGLAND:   Thank you, sir.  No other  
4     questions.

5                     JUDGE STEARLEY:  All right.

6     Mr. McCormack, thank you for your testimony.  You may  
7     step down.  As with the other witnesses, however, I'm  
8     not going to finally excuse you just yet.

9                     Counsel, do you want to do one more or  
10    shall we wrap it up?  It's almost 5:00.

11                    MR. ENGLAND:  Okay.  I think we can  
12    probably do one more, get it done in 15 minutes.

13                    JUDGE STEARLEY:  All right.  Very good.  
14    All right, Mr. Mitchell.

15                    (The witness was sworn.)

16                    JUDGE STEARLEY:  Thank you.  You may be  
17    seated.  And Counsel, you may proceed.

18                    MR. ENGLAND:  Thank you, your Honor.

19    DIRECT EXAMINATION BY MR. ENGLAND:

20             **Q.       Please state your name and business**  
21    **address.**

22             A.       Walter J. Mitchell, 816 Oneida Street,  
23    Seneca, Missouri.

24             **Q.       Now, Mr. Mitchell, you're here**  
25    **representing three companies; is that correct?**



1           A.       That's correct.

2           Q.       **Would you please indicate your position**  
3 **with each of those companies?**

4           A.       President, vice president, president of  
5 Seneca, Goodman, Ozark Telephone Companies.

6           Q.       **In that order; is that correct?**

7           A.       Correct.

8           Q.       **Okay. Thank you. In that capacity did**  
9 **you prepare and cause to be filed with the Commission**  
10 **prepared direct testimony on behalf of the Seneca,**  
11 **Goodman and Ozark Telephone Companies and the**  
12 **attachments, or exhibits, rather, that are attached**  
13 **thereto?**

14          A.       Yes, sir.

15          Q.       **Are there any corrections that you need**  
16 **to make to that testimony at this time?**

17          A.       No, sir.

18          Q.       **Is the information that's contained in**  
19 **that testimony and the exhibits attached thereto true**  
20 **and correct to the best of your knowledge,**  
21 **information and belief?**

22          A.       Yes, sir.

23                   MR. ENGLAND: And I have no other  
24 questions, your Honor. I would tender the witness  
25 for cross-examination, offer the exhibit subject to

1 your ruling on the motion to strike.

2 MS. McCLOWRY: What exhibit is it?

3 MR. ENGLAND: Craw-Kan Exhibit No. 10.

4 JUDGE STEARLEY: Thank you, Mr. England.

5 Cross-examination by Halo.

6 CROSS-EXAMINATION BY MR. MAJOUÉ:

7 Q. All right. Mr. Mitchell, last one of  
8 the day, but same question to begin with: Did you  
9 write your own testimony?

10 A. I gave my counselor my background  
11 information on my education and my work relation --  
12 work-related jobs.

13 Q. Did you actually write any of the other  
14 information contained on the pages to and following?

15 A. No, sir.

16 Q. And you're not a lawyer, correct?

17 A. No, sir.

18 Q. Turning to page 22 of your testimony,  
19 lines 17 through 20, where you discuss how you know  
20 Halo is delivering traffic to your companies. You  
21 discuss that you received records from AT&T Missouri,  
22 and those are records that you relied upon to make  
23 your determinations, correct?

24 A. That's correct.

25 Q. And similarly, on page 6 of your

1 testimony, starting at line 16 and going through  
2 page 7, line 2, there are some percentages and other  
3 things that you based on information and traffic  
4 studies from AT&T, correct?

5 A. That's correct.

6 Q. Did you ever do anything to verify any  
7 of the information in the traffic studies or the  
8 records?

9 A. No, sir.

10 Q. Is that something that you could have  
11 done?

12 A. Maybe.

13 Q. When you say "maybe," how could you have  
14 verified it?

15 A. We'll hire consultants, spend the time  
16 and do it, go through the records, but I rely on  
17 AT&T. I have in the past, I do now, and it's worked  
18 fine.

19 Q. Okay. And did you ever talk to anyone  
20 at AT&T about how they went about doing the traffic  
21 studies?

22 A. No, sir.

23 Q. And that presumably would have been  
24 free, correct?

25 A. I hope so.

1 Q. Are each of the companies for whom  
2 you're appearing today interconnected with AT&T?

3 A. Yes.

4 Q. Do each of those companies use SS7  
5 signaling?

6 A. My arrangement's a little bit different.  
7 Seneca, the home office, is a tandem for my Goodman  
8 and Ozark companies. Seneca tandems with the tandem  
9 in Springfield, Missouri.

10 Q. And so as between each of those  
11 companies, is there common ownership?

12 A. Yes.

13 Q. And common officers and directors?

14 A. Yes.

15 Q. And in your experience in the industry,  
16 is there anything improper about that?

17 A. No.

18 Q. And as between each of the companies for  
19 whom you're appearing, do they each still enter into  
20 formal agreements with each other?

21 A. Yes. I've kept them separate.

22 Q. You said earlier that you do receive  
23 some SS7 signaling information from AT&T; is that  
24 correct?

25 A. Yes.

1 Q. In any of that SS7 signaling, do you  
2 know one way or the other whether AT&T provided CPN  
3 and CN for the Halo traffic at issue?

4 A. No, I do not.

5 Q. Do you know one way or the other whether  
6 AT&T provided any CPN or CN in any of the regular  
7 billing records that it sent to you for the traffic  
8 at issue?

9 A. No, I do not.

10 Q. For each of the companies that you're  
11 appearing on behalf of today, do you claim that they  
12 are terminating Halo traffic which is subject to  
13 access charges?

14 A. According to the ratios that AT&T has  
15 provided me, I'd say yes.

16 Q. So like I've asked the other folks, for  
17 each one of the companies on behalf of -- on whose  
18 behalf you're appearing today, do you claim that  
19 there is an intrastate switched access tariff that is  
20 applicable?

21 A. Yes, that's correct.

22 Q. And is it the position of each of the  
23 companies on whose behalf you're appearing today that  
24 the description and terms and conditions of the  
25 access service that each of those companies claims to

1 be providing is set forth in the tariff that you  
2 claim is applicable?

3 A. Yes, that's correct.

4 Q. And can you tell me what tariff that is?

5 A. The Oregon Farmers Mutual Telephone  
6 Company tariff.

7 Q. And is that the same tariff that all of  
8 the other witnesses that have come before you have  
9 said is applicable?

10 A. That is correct.

11 Q. Turning to page 3 of your testimony,  
12 specifically lines 12 through 20 where you discuss  
13 your company's request to begin negotiations with  
14 Halo to establish an agreement for termination of  
15 this traffic. Do you see where I'm at?

16 A. Yes, sir.

17 Q. Now, going down to line 19 on page 3,  
18 you say that Halo refused to negotiate?

19 A. I'd say a better word would be ignore.

20 Q. So they entirely ignored any requests  
21 that you sent?

22 A. Bills have been sent out. They have not  
23 paid them.

24 Q. Okay. But in terms of what you say here  
25 on page 3, that Halo has refused to negotiate with

1 your company, is that something in your mind that's  
2 the same as sending your invoices?

3 A. Well, we're connected indirectly through  
4 the tandem in Springfield. Our attorney tried to  
5 negotiate with interconnection agreements, start the  
6 process going so we can, you know, be paid for the  
7 calls, you know, transiting our network.

8 Q. And have you reviewed any of the  
9 correspondence that's attached to the rebuttal  
10 testimony of Russ Wiseman in this matter?

11 A. No, I have not.

12 Q. Do you know one way or the other whether  
13 any of that correspondence offers to negotiate with  
14 any of the companies on whose behalf you're appearing  
15 despite any dispute regarding terminology or the  
16 effective laws?

17 A. No, I do not.

18 Q. Looking at line 20 on page 3, you say,  
19 "Because our companies did not specifically request  
20 interconnection with Halo" as being one of the  
21 reasons why Halo allegedly didn't negotiate with you.  
22 What is your understanding of that dispute of  
23 requesting interconnection? Do you have any  
24 understanding of what that dispute was about?

25 A. No. We already have interconnection

1 indirectly through the AT&T tandem in Springfield.

2 Q. Okay. And I understand that and we've  
3 discussed that, but I'm asking you that -- you say  
4 here that, "Halo refused to negotiate primarily  
5 because our companies did not specifically request  
6 interconnection with Halo." What is your  
7 understanding of why that was a dispute at all? Do  
8 you have any understanding of that?

9 A. According to our attorney, our attorney  
10 sent out letters to acquire interconnection agreement  
11 and there was no response back from your attorneys or  
12 Mr. Wiseman.

13 Q. Okay. And so then you -- you haven't  
14 received any proposed agreements of any kind from  
15 Halo?

16 A. If I did, it would come through my  
17 counsel, and I have not received anything from my  
18 counsel.

19 Q. And are you aware one way or the other  
20 whether there are any companies out there where Halo  
21 has said, if you request interconnection from us and  
22 request interim negotiations, we'll pay you at the  
23 internal compensation rate?

24 A. I'm not aware.

25 Q. And you're not aware of any companies



1 that have, in fact, done that and are receiving  
2 interim compensation payments?

3 A. Not to my knowledge.

4 MR. MAJOUÉ: All right. No further  
5 questions.

6 JUDGE STEARLEY: All right. Any other  
7 cross-examination?

8 MR. FRIEDMAN: AT&T does have brief  
9 cross-examination.

10 JUDGE STEARLEY: All right. Go ahead,  
11 Mr. Friedman.

12 CROSS-EXAMINATION BY MR. FRIEDMAN:

13 Q. Hi, Mr. Mitchell. My name is Dennis  
14 Friedman. I think you told Mr. Majoué that the three  
15 companies that you're here representing have some  
16 common ownership; is that correct?

17 A. That's correct.

18 Q. And common officers?

19 A. That's correct.

20 Q. And then I think he asked you whether  
21 there was anything wrong with that, and you said  
22 "No," if I heard you right; is that right?

23 A. Yeah. To me there's nothing wrong with  
24 it.

25 Q. Of the three companies that you're here

1 representing, are all three of them or any two of  
2 them acting together to accomplish an access charge  
3 avoidance scheme?

4 A. No.

5 Q. If they were, would there be anything  
6 wrong with that?

7 A. Yes.

8 MR. FRIEDMAN: That's all I have. Thank  
9 you.

10 JUDGE STEARLEY: Thank you,  
11 Mr. Friedman. Any other cross-examination?

12 (NO RESPONSE.)

13 JUDGE STEARLEY: Okay. Questions from  
14 the bench, Commissioner Kenney?

15 COMMISSIONER KENNEY: No, thank you.

16 JUDGE STEARLEY: Commissioner Stoll?

17 COMMISSIONER STOLL: I have no  
18 questions.

19 JUDGE STEARLEY: All right. Redirect.

20 MR. ENGLAND: Thank you, your Honor.

21 REDIRECT EXAMINATION BY MR. ENGLAND:

22 Q. Mr. Mitchell, I think you indicated  
23 this, but just to be clear, the billing records you  
24 receive from AT&T, you receive them in the ordinary  
25 course of business?

1 A. That's correct.

2 Q. And I think you may have said this, I  
3 apologize for the redundancy, but do you have any  
4 reason to doubt their accuracy?

5 A. No, I not.

6 Q. As far as you know, is it standard  
7 industry practice to use those records for billing  
8 other wireless carriers?

9 A. That's correct.

10 Q. And when you bill other wireless  
11 carriers, do they pay those bills?

12 A. Yes, sir.

13 Q. With respect to the access tariff, you  
14 indicated that your companies concur in the Oregon  
15 Farmers Mutual Telephone Company access tariff. With  
16 respect to Ozark, that's not entirely true?

17 A. That's correct, I forgot. When we  
18 purchased the Ozark exchanges from GTE in '96, we  
19 kept the GTE access tariffs.

20 Q. So as far as Ozark Telephone Company is  
21 concerned, it has its own access tariff --

22 A. Yes.

23 Q. -- with terms, conditions and rates?

24 A. Uh-huh.

25 Q. Is that correct?

1           A.       That's correct.

2                   MR. ENGLAND: Thank you. No other  
3 questions.

4                   JUDGE STEARLEY: All right.  
5 Mr. Mitchell, you may step down. As with the other  
6 witnesses, however, I'm not going to finally excuse  
7 you just yet, just in case the Commissioners may want  
8 to call you back for additional questioning.

9                   THE WITNESS: Okay.

10                  JUDGE STEARLEY: All right. Are there  
11 any other matters we need to take up before we recess  
12 today?

13                   (NO RESPONSE.)

14                  JUDGE STEARLEY: Hearing none, I shall  
15 see you all at 8:30 tomorrow morning. Thank you all  
16 very much.

17                   (WHEREUPON, the hearing was adjourned  
18 until 8:30 a.m. on June 27, 2012.)

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CERTIFICATE OF REPORTER

STATE OF MISSOURI )

) ss.

COUNTY OF COLE )

I, PAMELA FICK, RMR, RPR, MO CCR #447,  
do hereby certify that the witness whose testimony  
appears in the foregoing deposition was duly sworn by  
me; that the testimony of said witness was taken by  
me to the best of my ability and thereafter reduced  
to typewriting under my direction; that I am neither  
counsel for, related to, nor employed by any of the  
parties to the action to which this deposition was  
taken, and further that I am not a relative or  
employee of any attorney or counsel employed by the  
parties thereto, nor financially or otherwise  
interested in the outcome of the action.

\_\_\_\_\_  
PAMELA FICK, RMR, RPR, CCR # 447

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