

Exhibit No.: \_\_\_\_\_  
Issue: 1, 9  
Witness: Robert Gyori  
Type of Exhibit: Direct Testimony  
Sponsoring Party: Charter Fiberlink-Missouri, LLC  
Case No.: TO-2009-0037  
Date Testimony Prepared: September 30, 2008

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the Matter of the Petition of Charter Fiberlink- )  
Missouri, LLC for Arbitration of an Interconnection ) Case No. TO-2009-0037  
Agreement Between CenturyTel of Missouri, LLC )  
And Charter Fiberlink-Missouri, LLC. )

DIRECT TESTIMONY OF ROBERT GYORI  
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC

September 30, 2008

Company Exhibit No. 5  
Case No(s). TO-2009-0037  
Date 10-28-08 Rptr PF

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**In the Matter of the Petition of Charter Fiberlink-  
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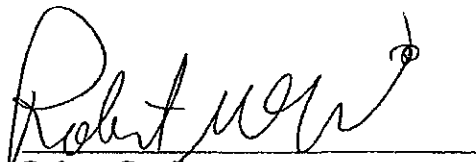
**Case No. TO-2009-0037**

**AFFIDAVIT OF ROBERT GYORI**

**STATE OF MISSOURI                     )  
  ) ss.  
COUNTY OF ST. LOUIS                     )**

Robert Gyori, being first duly sworn on his oath, states:

1. My name is Robert Gyori. I am presently Vice President, Systems Development and Engineering for Charter Communications.
2. Attached hereto and made a part hereof for all purposes is my direct testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my personal knowledge, information and belief.

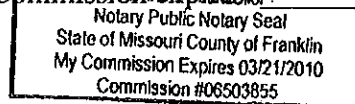
  
Robert Gyori

Subscribed and sworn before me this 30 day of September, 2008.



Notary Public for \_\_\_\_\_ County, Missouri

My Commission Expires \_\_\_\_\_



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**I. INTRODUCTION**

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

A. My name is Robert Gyor. My business address is 12405 Powerscourt Drive, St. Louis, Missouri, 63131. I am filing this testimony on behalf of Charter.

**Q. BY WHOM ARE YOU EMPLOYED, AND WHAT IS YOUR POSITION WITHIN THE COMPANY?**

A. I am Vice President, Systems Development and Engineering, at Charter Communications, Inc., and its subsidiary Charter Fiberlink, LLC, the petitioner in this case (collectively "Charter").

**Q. WHAT ARE YOUR DUTIES AS THE VICE PRESIDENT OF SYSTEMS DEVELOPMENT AND ENGINEERING?**

A. I am responsible for supporting several engineering teams, including Voice over Internet Protocol switch translations, transport and capacity, e-mail news and web, operational support systems, DNS and DOCSIS provisioning. Although I have been recently promoted to the position of Vice President, my duties have been very similar to those described above for the last two years. I therefore have a basis to testify to the facts surrounding the disputed issues between Charter and CenturyTel that are addressed in this testimony.

**Q. PLEASE DISCUSS YOUR RELEVANT WORK EXPERIENCE AND EDUCATION.**

A. I have approximately twenty-five years experience in the telecommunications industry. During that time I have served in a variety of engineering support roles

1 in the cable and wireless industry, and also in the United States armed services. I  
2 have received my formal engineering training during my service in the armed  
3 services, and also through training and certification programs offered by  
4 equipment vendors, and the Rochester Institute of Technology. I am a member of  
5 Society of Cable Telecommunications Engineers (SCTE); the Institute of  
6 Electrical and Electronic Engineers (IEEE); and I am also certified as an engineer  
7 by the National Association of Radio and Telecommunications Engineers  
8 (NARTE).

9  
10 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE**  
11 **REGULATORY COMMISSION?**  
12

13 **A.** Yes. I recently submitted testimony on behalf of Charter in an arbitration with  
14 Solarus before the Wisconsin Public Service Commission, in Docket No. 05-MA-  
15 147. I also intend to submit similar testimony in other, concurrent arbitrations  
16 between Charter and CenturyTel in Missouri and Wisconsin.

17  
18 **II. PURPOSE AND SUMMARY OF TESTIMONY**  
19

20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 **A.** This testimony is offered to explain Charter's position on disputed issues  
22 numbered 1 and 9 of this arbitration.

23  
24 **Q. DO YOU OFFER TESTIMONY ON OTHER DISPUTED ISSUES?**

25 **A.** No. My colleagues will be submitting separate testimony on other issues.

1    **Q.    PLEASE SUMMARIZE YOUR TESTIMONY.**

2    A.    First, I will offer testimony that explains Charter's position on disputed issue  
3           number 1 of this arbitration. This testimony will demonstrate why the Parties  
4           should utilize the Federal Communications Commission's (FCC) definition of the  
5           term "interconnected VoIP service" to define certain Voice Over Internet Protocol  
6           traffic that may be exchanged between the Parties.

7           Specifically, my testimony explains that Charter's provision of voice service  
8           satisfies all four elements of the FCC's own definition of that term. The FCC has  
9           defined the term "interconnected VoIP service" as that which: 1) enables real-  
10          time two-way voice communications; 2) requires a broadband connection from  
11          the Charter customer location; 3) requires internet protocol-compatible customer  
12          premises equipment; and (4) permits users to receive calls from the PSTN and to  
13          terminate calls to the PSTN. As explained herein, Charter's voice service satisfies  
14          these four elements, and the FCC's definition, as a whole. For that reason, that  
15          term should be used by the Parties' in their final interconnection agreement.

16          Second, I will offer testimony that explains Charter's position on disputed issue  
17          number 9 of this arbitration. This testimony will demonstrate that Charter does  
18          not deploy or purchase facilities with the intent of under-utilizing such facilities.

1  
2  
3 **III. ISSUE 1:**  
4 **SHOULD THE PARTIES' AGREEMENT USE THE DEFINITION OF**  
5 **INTERCONNECTED VOIP SERVICE TRAFFIC AS DEFINED, AND CODIFIED**  
6 **IN FEDERAL REGULATIONS?**

7 **Q. PLEASE PROVIDE CHARTER'S PROPOSED LANGUAGE ON THIS**  
8 **ISSUE.**

9  
10 **A.** Charter's proposed language is as follows:

11  
12 **2.80 Interconnected VoIP Service Traffic**

13 **Interconnected VoIP Service Traffic is traffic that is provisioned via a service that:**  
14 **(1) enables real-time, two-way voice communications; (2) requires a broadband**  
15 **connection from the user's location; (3) requires Internet protocol-compatible**  
16 **customer premises equipment (CPE); and (4) permits users generally to receive calls**  
17 **that originate on the public switched telephone network and to terminate calls to the**  
18 **public switched telephone network.**

19  
20 **Q. PLEASE PROVIDE CENTURYTEL'S LANGUAGE ON THIS ISSUE.**

21  
22 **A.** CenturyTel's proposed language is as follows:

23  
24 **2.80 IP-Enabled Voice Traffic**

25 IP-Enabled Voice Traffic means any IP-enabled, real-time, multi-directional voice call,  
26 including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice  
27 Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and  
28 which terminates on the Public Switched Telephone Network (PSTN); and voice traffic  
29 originated on the PSTN, and which terminates on IPC, and voice traffic originating on the  
30 PSTN, which is transported through an IPC, and which ultimately, terminates on the  
31 PSTN.

32  
33 **Q. PLEASE EXPLAIN CHARTER'S POSITION ON THIS ISSUE.**

34 **A.** Charter's provision of voice service meets the FCC's codified definition of  
35 Interconnected VoIP Service found at 47 C.F.R. § 9.3. Specifically, that term is  
36 defined in the following manner:

37  
38 Interconnected VoIP service. An interconnected Voice over Internet  
39 protocol (VoIP) service is a service that:

- 40  
41 (1) Enable real-time, two-way voice communications;  
42 (2) Requires a broadband connection from the user's location;

- 1 (3) Requires Internet protocol-compatible customer premises  
2 equipment (CPE); and  
3 (4) Permits user generally to receive calls that originated on the  
4 public switched telephone network and to terminate calls to the  
5 public switched telephone network.  
6

7 **Q. DOES CHARTER'S VOICE SERVICE ENABLE REAL-TIME, TWO-**  
8 **WAY VOICE COMMUNICATIONS?**  
9

10 A. Yes. When a Charter voice customer needs to originate a call to another number  
11 on the public switched telephone network (PSTN) the Charter customer will  
12 initiate a call after receiving dial tone. The switch will determine the appropriate  
13 routing of the call based on the digits dialed by the end user customer. Upon  
14 connection with the terminating end user the Charter customer will engage in real-  
15 time two-way voice communications with the terminating end user.  
16

17 **Q. DOES CHARTER'S VOICE SERVICE REQUIRE A BROADBAND**  
18 **CONNECTION FROM THE CHARTER CUSTOMER LOCATION?**  
19

20 A. Yes. Charter has a telephony network that utilizes broadband connections to end  
21 user customer locations in order to provide its voice service, and other services, to  
22 end user customers. This broadband facility is part of a hybrid fiber coax network  
23 that Charter uses to provide voice service to its end user customers.  
24

25 **Q. DOES CHARTER VOICE SERVICE REQUIRE INTERNET PROTOCOL-**  
26 **COMPATIBLE CUSTOMER PREMISES EQUIPMENT (CPE)?**  
27

28 A. Yes. In order to provide voice service to its customers Charter must install a  
29 multimedia terminal adapter (MTA) in the end user home. The MTA is an  
30 Internet protocol-compatible device that performs the control functions for voice



1 calls. On one side, the MTA is connected to the end user's inside wiring and  
2 accepts input from the end user's handset, and on the other side the MTA  
3 connects to a cable modem.

4

5 **Q. DOES CHARTER'S VOICE SERVICE PERMIT USERS TO RECEIVE**  
6 **CALLS FROM, AND TERMINATE CALLS TO, THE PSTN?**

7

8 A. Yes. A Charter voice customer may originate calls to an end user on the PSTN by  
9 dialing the appropriate number of digits and having the Charter network route the  
10 call pursuant to industry standard guidelines for termination to the end user. A  
11 user on the PSTN may originate a call for termination to a Charter customer by  
12 dialing the appropriate number of digits and having their chosen carrier's network  
13 route the call to Charter, for ultimate termination to the Charter end user.

14

15 **Q: IS IT THEREFORE TRUE THAT CHARTER'S PROVISION OF VOICE**  
16 **SERVICE MEETS THE FCC'S CODIFIED DEFINITION OF**  
17 **INTERCONNECTED VoIP SERVICE?**

18

19 A: Yes, that is correct. From a technical standpoint, it is true and accurate to say that  
20 Charter provisions its voice service in a manner that meets all four elements of the  
21 FCC's definition.

22

23

24

25

26

1 IV. ISSUE 9:  
2 **SHOULD CHARTER BE REQUIRED TO PAY A PENALTY CHARGE FOR**  
3 **FACILITIES THAT IT FORECASTS, BUT WHICH CENTURYTEL**  
4 **DETERMINES THAT CHARTER HAS NOT FULLY UTILIZED?**  
5

6 **Q. PLEASE EXPLAIN CHARTER'S POSITION ON THIS ISSUE.**

7 A. Charter does not deploy or purchase facilities with the intent of under-utilizing  
8 them. If either party believes that certain facilities are underutilized, the parties  
9 should work together to understand why the facilities are not carrying the  
10 expected traffic load and, if necessary, work through the disconnect process if  
11 Charter truly is not going to use the facilities.

12 I also note that, to the best of my knowledge and belief, Charter has never ordered  
13 facilities from CenturyTel, or any ILEC, that Charter did not use within six  
14 months.  
15

16 V. CONCLUSION  
17

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 A. Yes.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by facsimile, hand-delivery, or electronic mail, on the 30<sup>th</sup> day of September, 2008, on the following:

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\_\_\_\_\_/s/\_\_\_\_\_  
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