

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

Northeast Missouri Rural Telephone Company)
And Modern Telecommunications Company,)

Petitioners,)

v.)

Case No. TC-2002-57, et al
consolidated.

Southwestern Bell Telephone Company,)
Southwestern Bell Wireless (Cingular),)
Voicestream Wireless (Western Wireless),)
Aerial Communications, Inc., CMT Partners)
(Verizon Wireless), Sprint Spectrum LP,)
United States Cellular Corp., and Ameritech)
Mobile Communications, Inc.,)

Respondents.)

SURREBUTTAL TESTIMONY

OF

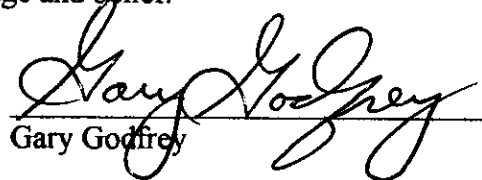
GARY GODFREY

Jefferson City, Missouri
July 2, 2002

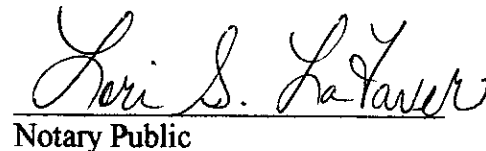
AFFIDAVIT OF GARY GODFREY

STATE OF MISSOURI)
) ss.
COUNTY OF SULLIVAN)

Gary Godfrey, of lawful age, on my oath states, that I have participated in the preparation of the foregoing testimony in question and answer form, consisting of 10 pages, to be presented in this case; that the answers in the foregoing testimony were given by me; that I have knowledge of the matters set forth in such answers; and that such matters are true to the best of my knowledge and belief.

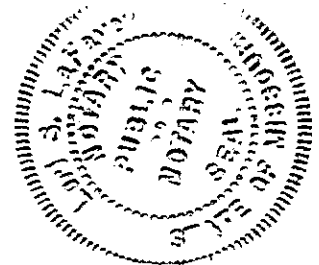

Gary Godfrey

Subscribed and sworn to before me this 25th day of
June, 2002.


Notary Public

My Commission Expires: 9/26/2004

Lori S. LaFaver, Notary Public
Sullivan County, State of Missouri
My Commission Expires 9/26/2004



1 **Q. Please state your name, capacity, and business address.**

2 A. My name is Gary Godfrey. I am office manager for both Northeast Missouri
3 Rural Telephone Company (Northeast) and Modern Telecommunications Company
4 (Modern). My business address is P.O. Box 98, 718 South West Street, Green City, MO
5 63545. I previously filed direct testimony in this case.

6 **Q. On whose behalf are you testifying.**

7 A. I am testifying on behalf of petitioners Northeast and Modern, and for all MITG
8 companies with respect to the matter of unreported Alltel wireless traffic.

9 **Q. Do you concur in the surrebuttal testimony of David Jones regarding policy**
10 **issues?**

11 A. Yes.

12 **Q. Do you have any additional testimony at this time regarding the traffic**
13 **quantities you reported due and owing in your direct testimony?**

14 A. Yes. First, none of the Respondents appear to contest the traffic quantities
15 reported in my direct testimony for Modern and Northeast. There have been no further
16 payments received by Modern or Northeast for this traffic since my direct testimony.
17 There have been no settlements or partial settlements for Modern and Northeast. Modern
18 and Northeast request that they be awarded compensation as set forth in the attachments
19 hereto. Schedule 1 shows total minutes of traffic terminated, Schedule 2 shows the
20 amounts due to Northeast and Modern, and Schedule 3 reflects payments since the filing
21 of direct testimony, of which there were none for Modern or Northeast.

22 **Q. What is the current status of the Alltel traffic that SWBT failed to report to**
23 **the MITG companies?**

1 A. We have been unable at this point to reach an agreement with Alltel regarding the
2 amounts of traffic that was failed to be reported to the MITG companies. This is traffic
3 that, according to SWBT, it failed to report to the MITG companies between May 3, 2001
4 and October 24, 2001. (SWBT witness Tom Hughes direct, p. 24-25).

5 These complaints were filed in the latter part of 2001 on the basis of traffic that
6 SWBT *did* report. At the time of filing, the amount of unreported traffic, and
7 responsibility therefore, was unknown. As none had been reported for Alltel, Alltel was
8 not sued by Alma, Mid-Missouri, MoKan Dial, Modern, or Northeast. Although we now
9 possess subsequent traffic reports that would allow estimation of the unreported traffic
10 amounts, those MITG companies cannot sue Alltel at this point without delaying this
11 proceeding. The unreported amounts of Alltel traffic therefore has not been included.
12 Hopefully this matter can be resolved without further litigation after the result in this
13 case.

14 **Q. In his surrebuttal, SWBT witness Tom Hughes, pages 23-25, states that the**
15 **MITG companies were notified of SWBT's failure to report Alltel traffic, and that**
16 **the MITG companies could use the same settlement process SWBT used. Do you**
17 **agree with his testimony?**

18 A. No. I disagree with his suggestion that the MITG companies are in a comparable
19 position with SWBT. The MITG companies had no interconnection agreements with
20 Alltel, as SWBT did. Because the MITG companies had no interconnection agreement,
21 we had no contractual dispute resolution procedure with Alltel, as SWBT did. We had
22 no knowledge that on May 3, 2001, Alltel was connecting its switch with SWBT
23 facilities, and thereafter SWBT's traffic reports should include Alltel traffic, as SWBT

1 did. We did not have the opportunity to know that, between May 3 and October 24,
2 2001, SWBT's reporting systems were failing to report Alltel traffic, as SWBT did.

3 I also disagree with Mr. Hughes' suggestion that SWBT should be credited with
4 notifying the MITG companies of the traffic discrepancy. This matter was *not* brought to
5 light by a SWBT notification to us. To the extent Mr. Hughes suggests that SWBT
6 discovered the error on its own initiative, and forthrightly reported this to the MITG, I
7 don't agree with that. The MITG success at discovering the problem was due to small
8 company bird-dogging of SWBT.

9 In interconnection agreement negotiations with Alltel in late July or early August,
10 2001, the Small Telephone Company Group companies learned of the Alltel/Cingular
11 switching relationship, and the change in switching in May of 2001. They advised the
12 MITG at that time.

13 The August, 2001 CTUSRs covering the May traffic period were expected to
14 show two things after the Alltel switching change: first, Cingular's minutes should have
15 decreased as Alltel traffic would no longer be included; and second, Alltel's minutes
16 should start being reflected in the CTUSRs. We were dismayed to see that Cingular's
17 minutes did decrease, but no corresponding minutes showed up for Alltel. For example,
18 Northeast's Cingular minutes dropped from 43,495 for the April 5-May 5 period, to 5,137
19 for the June 5-July 5 period, but zero Alltel minutes were reported. Thus NE lost about
20 38,000 minutes in one month.

21 We took this matter up with SWBT, who first advised that Alltel was *not* sending
22 the traffic via SWBT, but was "popping it out" to IXC's. SWBT's first response was to
23 deny that SWBT was carrying Alltel traffic, even though we now learn SWBT's

1 interconnection agreement with Alltel had been in place by May 3, 2001. Northeast and
2 Mark Twain did test calls, and verified that indeed Alltel wireless traffic was coming in
3 on SWBT trunks, and was not being "popped out". We presented SWBT with this
4 information. Apparently then SWBT checked and discovered its recording failure. Just
5 like the earlier problem SWBT had in failing to record Local Plus traffic, SWBT's
6 posture again was to deny the problem existed until the small companies records refuted
7 the basis of the denial.

8 **Q. Have SWBT's CTUSR reports followed the structure underlying its theory of**
9 **transiting traffic?**

10 A. No. According to SWBT, under both its tariff and interconnection agreements it
11 is the originating carrier that is responsible for paying termination charges to the MITG
12 companies. According to SWBT, it was SWBT's responsibility to the MITG companies
13 that its CTUSRs report the originating carrier to bill. SWBT did not meet these
14 responsibilities. SWBT reported its delivering carrier, not the originating carrier. Then
15 when Alltel became the delivering and originating carrier, SWBT failed to report the
16 traffic at all until after the date SWBT reportedly corrected its error, October 24, 2001.
17 In other words, first Alltel traffic was erroneously reported as Cingular traffic. Then
18 SWBT erroneously failed to report Alltel traffic at all.

19 Cingular has taken responsibility for traffic it delivered to SWBT. Yet SWBT
20 will not take responsibility for traffic it delivered to the MITG companies. This is a good
21 example of the different business relationship SWBT wants for itself compared to the one
22 it wants the Commission to force upon us.

1 **Q. Several of the wireless carrier witnesses in their rebuttal have indicated that,**
2 **since the MITG companies cannot distinguish between interMTA and intraMTA**
3 **traffic, that it must be assumed that all is intraMTA. Do you agree?**

4 A. No. This traffic has been sent without the opportunity for the MITG companies to
5 have any input into traffic delivery, recording, measurement, or billing. If there had been
6 an interconnection agreement to which we were party, we would have had the
7 opportunity to have had such input. Instead we receive a CTUSR which fails to
8 distinguish between interMTA or intraMTA traffic, and fails to distinguish between
9 SWBT Tariff traffic and SWBT interconnection agreement traffic. The fact that the
10 records do not specify the jurisdiction of the call has nothing to do with any action of the
11 MITG companies.

12 If the traffic was interMTA, there is no dispute that access applies and SWBT or
13 Sprint Missouri Inc. is obligated to pay terminating access. Continuing to allow SWBT to
14 deliver interMTA or intraMTA traffic without reporting the jurisdiction, and without
15 paying terminating compensation, could be the basis for other IXC's demanding the same
16 right. As Mr. Scheperle testified, IXC's delivering either interMTA or intraMTA traffic to
17 the MITG companies currently are required to pay under the small company access tariff.
18 If SWBT is not required to do the same, the other IXC's will not understand why they are
19 being treated differently under the same tariff.

20 The MTA boundary line and the LATAs that SWBT delivers wireless traffic
21 within do not coincide. The MTA follows county lines, and divides Missouri primarily
22 into the Kansas City and St. Louis MTAs, with the exception of Clark County, in
23 northeast Missouri, which is in the DesMoines/Quad Cities MTA, and Pemiscott County,

in southeast Missouri, which is in the Memphis/Jackson MTA, LATA boundaries follow exchange boundaries. Missouri includes the Kansas City LATA, the St. Louis LATA, the Springfield LATA, and the Westphalia LATA. SWBT trunks delivering this traffic are intraLATA trunks, as SWBT is prohibited from transporting traffic across LATA boundaries. Therefore, all wireless traffic originated in the Kansas City MTA and in the Kansas City LATA terminating to the above St. Louis MTA and Des Moines MTA would be interMTA access traffic.

The following chart will reflect that all three of Modern's exchanges, and all eleven of Northeast's exchanges are located in the St. Louis or Des Moines MTA but in the Kansas City LATA:

Company	Exchange	County	MTA	LATA
Modern	Memphis	Scotland	St. Louis	Kansas City
	Queen City	Schuyler	St. Louis	Kansas City
	Unionville	Putnam	St. Louis	Kansas City
Northeast	Arbella	Scotland	St. Louis	Kansas City
	Brock	Scotland	St. Louis	Kansas City
	Green City	Sullivan	St. Louis	Kansas City
	Luray	Clark	Des Moines	Kansas City
	Lemons	Putnam	St. Louis	Kansas City
	Martinstown	Putnam	St. Louis	Kansas City
	Novinger	Adair	St. Louis	Kansas City
	Omaha	Putnam	St. Louis	Kansas City
	Pollock	Sullivan	St. Louis	Kansas City
Tobin Creek	Scotland	St. Louis	Kansas City	
Winigan	Sullivan	St. Louis	Kansas City	

I seriously doubt the suggestion of the Respondents that none of the wireless traffic terminated to Modern or Northeast originated in the Kansas City MTA. In order for that to be true, there would have to have been zero calls handed off to SWBT that

1 originated in the Kansas City MTA, even though the vast majority of the Kansas City
2 LATA lies within the Kansas City MTA.

3 I am as certain as I can be, given that the CTUSRs fail to report traffic
4 jurisdiction, that there is interMTA traffic terminated on the SWBT intraLATA trunks.
5 There are wireless calls originated in Mercer, Grundy, Livingston, Harrison, Daviess,
6 Buchanan, Platte, Jackson, and Clay counties, and terminated to Modern and Northeast,
7 that are interMTA calls.

8
9 **Q. What relief are Modern and Northeast requesting from the Commission in**
10 **this proceeding?**

11 A. Modern would like the Commission to decide the following:

- 12 1. Award Modern \$135,675.79 for Cingular traffic;
- 13 2. Award Modern \$130.78 for Ameritech Mobile (Verizon Wireless) traffic;
- 14 3. Award Modern \$967.03 for CMT Partners (Verizon Wireless) traffic;
- 15 4. Award Modern \$286.08 for Sprint Spectrum LP traffic;
- 16 5. Award Modern \$205,801.73 for US Cellular traffic;
- 17 6. Award Modern \$1,723.02 for Voicestream traffic;
- 18 7. Determine who is responsible to compensate Modern for the above
19 amounts;
- 20 8. For subsequent traffic, determine compensation responsibilities;
- 21 9. Order that if Respondents fail to provide Modern with sufficient call detail
22 to determine the jurisdiction of the traffic in the future, all traffic will be determined to be
23 inter-MTA access traffic; and

1 10. Enter an Order permitting Modern to disconnect the trunks delivering
2 traffic for which compensation is not timely received in the future.

3
4 Northeast would like the Commission to decide the following:

- 5 1. Award Northeast \$154,126.80 for Cingular traffic;
6 2. Award Northeast \$108.43 for Ameritech Mobile (Verizon Wireless)
7 traffic;
8 3. Award Northeast \$941.81 for Cybertel (Verizon Wireless) traffic;
9 4. Award Northeast \$417.86 for Sprint Spectrum LP traffic;
10 5. Award Northeast \$240,709.27 for US Cellular traffic;
11 6. Award Northeast \$2,468.76 for Voicestream traffic;
12 7. Determine who is responsible to compensate Northeast for the above
13 amounts;
14 8. For subsequent traffic, determine compensation responsibilities;
15 9. Order that if Respondents fail to provide Northeast with sufficient call
16 detail to determine the jurisdiction of the traffic in the future, all traffic will be
17 determined to be inter-MTA access traffic; and
18 10. Enter an Order permitting Northeast to disconnect the SWBT trunks
19 delivering traffic for which compensation is not timely received in the future.

20 **Q. Does this conclude your surrebuttal testimony?**

21 **A. Yes.**

SCHEDULE 1

MOUs Terminated to:	Alma		Choctaw		MoKan		Chariton Valley	Mid-Missouri	Modern	Northeast	Total MOUs to
Wireless Companies -	2/98-2/01	3/01-12/01	2/98-2/01	3/01-12/01	2/98-2/01	3/01-12/01					MITG Companies
SWBW	21,777	20,325	7,411	30,302	384,609	135,259	671,670	652,358	1,177,459	1,205,196	4,306,366
Alltel			237,637	161,880			9,878				409,395
Ameritech Mobile	17,667				1,550	0	86,030	327,675	11,802	9,818	454,542
Verizon Wirelss (CMT)*					214,282	76,624					
CMT Partners (VW)	1,757	0					33,159	16,180	8,316	7,638	67,050
Cybertel							6,495				6,495
Sprint PCS			2,054	16,104	194,609	151,569	1,486				365,822
Sprint Spectrum, L.P.	9,131	6,800					22,480	44,654	2,445	3,312	88,822
US Cellular	5,141	2,344	21,286	7,131	7,576	3,398	2,509,024		1,739,402	1,689,394	5,984,696
N. Illinois Cellular							274,942				274,942
AT&TW			189,298	112,989	64	572					302,923
Aerial	44,677	0					97,520		13,547	19,704	175,448
VoiceStream (WW)	0	38,249			199,570	113,071			39,136	40,981	431,007
Western Wireless	21,885	4,633					158,815				185,333
TOTAL as of 6/24/02	122,035	72,351	457,686	328,406	1,002,260	480,493	3,871,499	1,040,867	2,992,107	2,976,043	13,343,747

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SCHEDULE 2

Total Amounts owed to:	Alma	Chariton Valley	Choctaw	Mid-Missouri	Modern	MoKan	Northeast	Total Balance Due
Wireless Companies -								MITG Companies
SWBW	\$2,772.11	\$62,069.13	\$563.99	\$48,564.98	\$135,675.79	\$31,267.56	\$154,126.80	\$435,040.36
Alltel		\$0.00	\$11,278.80					\$11,278.80
Ameritech Mobile	\$1,601.65	\$7,940.58		\$38,623.92	\$130.78	\$126.01	\$108.43	\$48,531.37
Verizon Wirelss (CMT)						\$17,420.48		\$17,420.48
CMT Partners (VW)	\$156.54	\$3,060.55		\$1,878.71	\$967.03		\$941.81	\$7,004.64
Cybertel		\$599.49						\$599.49
Sprint PCS		\$137.15	\$0.00			\$15,347.93		\$15,485.08
Sprint Spectrum, L.P.	\$874.69	\$2,049.76		\$5,244.49	\$286.08		\$417.86	\$8,872.88
US Cellular	\$556.47	\$231,880.96	\$1,509.10		\$205,801.73	\$814.01	\$240,709.27	\$681,271.54
N. Illinois Cellular		\$25,377.16						\$25,377.16
AT&TW						\$0.00		\$0.00
Aerial	\$2,609.92	\$9,019.39			\$0.00		\$0.00	\$11,629.31
VoiceStream (WW)	\$2,109.28				\$1,723.02	\$22,816.48	\$2,468.76	\$29,117.54
Western Wireless	\$2,455.49	\$6,197.78						\$8,653.27
								\$0.00
TOTAL	\$13,136.15	\$348,331.95	\$13,351.89	\$94,312.10	\$344,584.43	\$87,792.47	\$398,772.93	\$1,300,281.92

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SCHEDULE 3

Payments since Direct	Alma	Chariton Valley	Choctaw	Mid-Missouri	Modern	MoKan	Northeast	Total Balance Due
Wireless Companies -				NONE	NONE		NONE	MITG Companies
SWBW			\$188.60			\$859.98		\$1,048.58
Alltel		\$911.70	\$741.88					\$1,653.58
Ameritech Mobile								\$0.00
Verizon Wirelss (CMT)*						\$4,467.18		\$4,467.18
CMT Partners (VW)								\$0.00
Cybertel								\$0.00
Sprint PCS			\$288.09			\$982.84		\$1,270.93
Sprint Spectrum, L.P.	\$86.88							\$86.88
US Cellular	\$51.22							\$51.22
N. Illinois Cellular								\$0.00
AT&TW								\$0.00
Aerial								\$0.00
VoiceStream (WW)								\$0.00
Western Wireless								\$0.00
								\$0.00
TOTAL	\$138.10	\$911.70	\$1,218.57	\$0.00	\$0.00	\$6,310.00	\$0.00	\$8,578.37

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