

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

BIG RIVER TELEPHONE	)	
COMPANY, LLC,	)	
	)	
Complainant,	)	
	)	
vs.	)	Case No. TC-2012-0284
	)	
SOUTHWESTERN BELL TELEPHONE,	)	
d/b/a AT&T MOBILE,	)	
	)	
Respondent.	)	

DEPOSITION OF GERALD HOWE  
TAKEN ON BEHALF OF RESPONDENT  
OCTOBER 23, 2012

1 I N D E X

2 WITNESSES

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4 For Respondent:

5 Gerald Howe:  
6 Direct Examination by Mr. Germann 5:10

7 EXHIBITS

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2                   OF THE STATE OF MISSOURI

3       BIG RIVER TELEPHONE                   )  
4       COMPANY, LLC,                         )  
5                   Complainant,                )  
6       vs.                                     )Case No. TC-2012-0284  
7       SOUTHWESTERN BELL TELEPHONE,       )  
8       d/b/a AT&T MOBILE,                    )  
9                   Respondent.                )

10               DEPOSITION OF GERALD HOWE, produced, sworn, and  
11       examined on October 23, 2012, between the hours of  
12       eight o'clock in the forenoon and six o'clock in the  
13       afternoon of that day, at the office of Big River  
14       Telephone Company, LLC, 12444 Powerscourt Drive, Suite  
15       270, St. Louis, Missouri, before Stephanie D. Darr, a  
16       Certified Shorthand Reporter and Notary Public within  
17       and for the State of Missouri, in a certain cause now  
18       pending before the Public Service Commission, State of  
19       Missouri in re: BIG RIVER TELEPHONE COMPANY, LLC vs.  
20       SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T MOBILE; on  
21       behalf of the Respondent.

22  
23  
24  
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1 APPEARANCES

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3

For the Petitioner:

4

Mr. Brian C. Howe, Esq.  
Mr. John Jennings, Esq.  
BIG RIVER TELEPHONE COMPANY, LLC  
12444 Powerscourt Drive, Suite 270  
St. Louis, Missouri 63131  
314/225-2215  
bhowe@bigrivertelephone.com

8

9

10 For the Respondent:

11

Mr. Hans Germann, Esq.  
MAYER BROWN, LLP  
71 S. Wacker Drive  
Chicago, Illinois 60606  
312/782-0600  
hgermann@mayerbrown.com

12

13

14

Mr. Robert J. Gryzmala, Esq.  
SOUTHWESTERN BELL TELEPHONE COMPANY  
One AT&T Center, Room 3520  
St. Louis, Missouri 63101  
314/235-6060  
robert.gryzmala@att.com

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18

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Reported By:

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Stephanie Darr, CCR(MO)  
MIDWEST LITIGATION SERVICES  
711 North 11th Street  
St. Louis, Missouri 63101  
314/644-2191

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1 IT IS HEREBY STIPULATED AND AGREED by  
2 and between counsel for the Complainant and counsel  
3 for the Respondent that this deposition may be taken  
4 in shorthand by Stephanie D. Darr, CCR and Notary  
5 Public, and afterwards transcribed into printing, and  
6 signature by the witness expressly waived.

7 \* \* \* \* \*

8 (WHEREIN, deposition proceedings began  
9 at 1:03 p.m.)

10 GERALD HOWE,  
11 of lawful age, produced, sworn, and examined on behalf  
12 of Respondent, deposes and says:

13 EXAMINATION

14 QUESTIONS MR. GERMANN:

15 Q. Good afternoon, Mr. Howe. I'm Hans  
16 Germann. I'm an attorney for AT&T Missouri. Have you  
17 been deposed before?

18 A. In this case?

19 Q. No. In any case?

20 A. Yes.

21 Q. When was the last time you were  
22 deposed?

23 A. Sitting here I can't recall.

24 Q. Has it been a while though?

25 A. I think so.

1 Q. Okay.

2 A. I might be wrong.

3 Q. Okay.

4 A. But it seems like it's been a while  
5 since I've been deposed.

6 Q. Have you ever --

7 A. I guess I forget.

8 Q. Okay. Have you ever been deposed in a  
9 case relating to access charges or an access charge  
10 dispute?

11 A. I don't recall.

12 Q. Have you ever been deposed in a case  
13 relating to whether Big River provides enhanced  
14 services?

15 A. I don't think so.

16 Q. Let me I guess before we dig in go  
17 over just a couple of ground rules. If you don't  
18 understand a question, please let me know and I'll try  
19 to rephrase. Otherwise, I'll have to assume that you  
20 understood the question. Second, we can take a break  
21 at any time you would like. The only thing I ask is  
22 if a question is pending let's finish the answer  
23 before we break. Now, did you review any documents to  
24 prepare for this deposition?

25 A. Yes.

1 Q. All right. Can you tell me what you  
2 looked at?

3 A. My direct testimony. My rebuttal  
4 testimony. Responses to data requests submitted by  
5 AT&T to which we responded. Settlement agreement.  
6 Some parts of the interconnection agreement. The  
7 amendment to the interconnection agreement.

8 Q. Were there any other documents that  
9 you recall reviewing?

10 A. None that I recall.

11 Q. And apart from perhaps speaking with  
12 your attorney, did you do anything else to prepare for  
13 this deposition?

14 A. Not really.

15 Q. I'd like to get a little bit of  
16 background just so I have a better understanding of  
17 Big River's business. Where are Big River's customers  
18 located geographically?

19 A. Across the United States.

20 Q. Are they in all states?

21 A. I don't think so.

22 Q. Do you know about how many states  
23 they're located in?

24 A. I'm guessing about 35, 40 states.

25 Q. And are those -- well, let me ask.

1 Does Big River have retail customers, retail end user  
2 customers in 35 states?

3 A. No.

4 Q. In what states does Big River have  
5 retail end user customers?

6 A. I don't -- I don't know. I mean there  
7 is -- where we have retail customers that list  
8 probably totals maybe 20, 25 states. I don't know  
9 which states they are though.

10 Q. Are there a handful of states that  
11 would account for the majority of Big River's retail  
12 customers?

13 A. Possibly.

14 Q. Well, in what states does Big River  
15 have the most retail end user customers?

16 A. I don't know sitting here.

17 Q. Is Missouri the largest state? Does  
18 Missouri account for more customers than any other  
19 state?

20 A. That's pretty much the same question.  
21 I don't know. We have a large population of customers  
22 in Indiana, Illinois, Missouri, Oklahoma, Texas.

23 Q. What about if we go back to 2010.  
24 Back in 2010 was Big River providing service to kind  
25 of all of the same states or customers in all of the



1 same states that it does today?

2 A. No.

3 Q. Was it fewer states back in 2010?

4 A. Fewer states? I don't -- it might  
5 have been a few fewer states.

6 Q. Now among other services Big River  
7 provides local and long distance telephone service; is  
8 that right?

9 A. Yes.

10 Q. And it provides those services to both  
11 residential and business customers?

12 A. Yes.

13 Q. In terms of Big River's retail  
14 business customers, are those mostly what you would  
15 call small and medium size businesses?

16 A. Yes.

17 Q. Could you tell me in terms of Big  
18 River's retail customers, retail telephone service  
19 customers, what's a rough breakdown between  
20 residential and business in terms of kind of a  
21 customer base? Is it kind of half one, half the  
22 other?

23 A. It's probably about half one, half the  
24 other. It might be slightly larger residential.

25 MR. GRYZMALA: I'm sorry. Slightly?

1 THE WITNESS: Larger.

2 MR. GRYZMALA: I have a little  
3 difficulty hearing. Thank you.

4 Q. (By Mr. Germann) And one of the  
5 telephone services that Big River provides to its  
6 customers is the ability to make telephone calls to  
7 reach people who are on the public switch telephone  
8 network; is that correct?

9 A. Yes.

10 Q. And we may use -- or I may use the  
11 term PSTN today. By that I mean public switch  
12 telephone network. Do you understand that?

13 A. Yes.

14 Q. And similarly Big River Telephone  
15 customers can receive calls from people on the PSTN  
16 who call them; is that right?

17 A. Yes.

18 MR. GERMANN: Can we mark this,  
19 please, as Exhibit 1.

20 (WHEREIN, Respondent's Exhibit 1 was  
21 marked by court reporter.)

22 Q. (By Mr. Germann) Mr. Howe, I'm going  
23 to hand you what's been marked as Exhibit 1. These  
24 are Big River's first supplemental responses to AT&T  
25 Missouri's first set of interrogatories. Do you

1 recognize this document?

2 A. Yes.

3 Q. Did you assist in the preparation of  
4 these responses?

5 A. Yes.

6 Q. I'm looking on the first page of the  
7 response to question six. Subject to and without  
8 waiving said objections the hand service capabilities,  
9 and it goes on from there. I'll finish it. The hand  
10 service capabilities that Big River provides to its  
11 customers are, and then there is a list. The very  
12 last one is SIP. Do you see that?

13 A. Yes.

14 Q. Could you tell me what SIP is?

15 A. Session initiation protocol.

16 Q. Now is that a capability that's  
17 provided to Big River's customers?

18 A. Yes.

19 Q. And what does that capability allow  
20 Big River's customers to do?

21 A. Well, for instance, it allows them to  
22 do most of all of the items listed after the colon in  
23 that response.

24 Q. How is that?

25 A. SIP is a protocol that is used to

1 enable communications.

2 Q. Is it an Internet protocol? Is it  
3 different than IP or Internet protocol?

4 A. Yes. It is different.

5 Q. How does it enable these other  
6 capabilities that are listed in this response, or how  
7 -- strike that. How is it used in Big River's  
8 network?

9 A. It's used to communicate messaging and  
10 signaling information so as to enable operations on  
11 our network.

12 Q. Now is it -- you said messages and  
13 signaling?

14 A. Yes.

15 Q. Does that include messages -- when you  
16 mean messages, do you mean the voice contact of a  
17 telephone call?

18 A. It enables the voice contact, yes.  
19 Also, it enables the signaling of information and the  
20 passing of information back and forth across the  
21 network.

22 Q. Now, is the voice content itself  
23 carried in SIP?

24 A. No.

25 Q. If you could turn to the second page,

1 please. I'm looking at the response to question 8, in  
2 particular the last sentence of that. Subject to and  
3 without waiving said objection a call placed by a Big  
4 River customer is converted to Internet protocol  
5 format either at the customer's premises equipment or  
6 at Big River's gateway. Do you see where I'm reading  
7 from?

8 A. Yes.

9 Q. Now are all telephone calls placed by  
10 a Big River customer converted to Internet protocol  
11 format either at the customer premises equipment or at  
12 Big River's gateway?

13 A. Yes.

14 Q. What do you mean by Big River's  
15 gateway? What is Big River's gateway?

16 A. We have several gateways within our  
17 network that handle signaling and manage media. In  
18 our network we -- media in the case of telephone calls  
19 is the information that is reproduced as the audible  
20 sounds in a telephone conversation. It's data. But  
21 it's converted to recreate speech and audible sounds.

22 Q. So is the gateway a piece of -- well,  
23 it's a piece of network equipment, right?

24 A. Yes.

25 Q. And so when a bigger telephone

1 customers places a call, that call eventually goes to  
2 a Big River gateway; is that correct?

3 A. No. It's not correct.

4 Q. Is that because some calls don't go  
5 through the gateway?

6 A. That is correct.

7 Q. Let's talk about those calls for a  
8 second then. What kind of calls would not go through  
9 a Big River gateway?

10 A. Those Big River customers that are not  
11 served by a gateway who call and are not a Big River  
12 customer not served by a gateway. It would also  
13 include Big River customers that call or make a call  
14 where we interconnect with another carrier that  
15 doesn't require a gateway.

16 Q. Why are some Big River customers not  
17 served by a gateway?

18 A. Because as we indicated here they have  
19 a device that doesn't require services of a gateway.

20 Q. Okay. So are those customers whose  
21 calls are converted to internet protocol at the  
22 customer's premises equipment?

23 A. Yes.

24 Q. With respect to the Big River  
25 customers whose calls are converted to Internet

1 protocol at their customer premises equipment, what  
2 kind of equipment is that?

3 A. Some sort of analog telecommunications  
4 adapter or an IP enabled telephone.

5 Q. By an IP enabled telephone you mean a  
6 telephone that's designed to send signals in IP format  
7 from the telephone itself?

8 A. Yes.

9 Q. And an analog adaptor would be a  
10 device that you could hook up an analog telephone to  
11 and it would convert that signal to IP format?

12 A. Yes.

13 Q. What proportion of Big River's retail  
14 customers have that kind of customer premises  
15 equipment that will convert signal to Internet  
16 protocol format?

17 A. I don't have that information  
18 available with me here.

19 Q. Is it the majority of customers?

20 A. That have the IP equipment?

21 Q. That have IP equipment at the  
22 premises?

23 MR. HOWE: I'm just going to object to  
24 the form of the question as to what you mean by the  
25 majority. Simple majority or --

1 Q. (By Mr. Germann) Well, do most of Big  
2 River's retail customers have IP customer premises  
3 equipment?

4 A. Yes. I think so.

5 Q. And are those customers located  
6 throughout Big River's service area, or are they  
7 concentrated in particular states?

8 A. They're located throughout.

9 Q. Focusing further for a second on Big  
10 River's end user customers in Missouri. Do most of  
11 those customers have IP customer premises equipment?

12 A. Again, I'm not sure.

13 Q. Are there residential retail customers  
14 of Big River with IP customer premises equipment in  
15 Missouri?

16 A. Yes.

17 Q. Are there residential retail customers  
18 of Big River in Missouri who do not have IP customer  
19 premises equipment?

20 A. Yes.

21 Q. And for the latter group of customers,  
22 their calls are converted -- well, their calls go to a  
23 Big River gateway; is that correct?

24 A. No.

25 Q. Where are they delivered to then?



1           A.           Well, some of our customers we provide  
2   via local wholesale complete agreement we have with  
3   AT&T. In some cases we do some end resale. Those  
4   really don't go in our network.

5           Q.           What if Missouri customers served via  
6   local wholesale complete or resale, what if they make  
7   an intrastate long distance call to an AT&T Missouri  
8   end user? Would those calls be carried on --

9           A.           Most of those would probably be  
10  carried on our network.

11          Q.           But if they made a local call it may  
12  not be carried on your network?

13          A.           That is correct.

14          Q.           If they make an intrastate long  
15  distance call does that call go to a Big River  
16  gateway?

17          A.           No. Not necessarily.

18          Q.           Does it go to -- does it go to a Big  
19  River softswitch?

20          A.           Probably.

21          Q.           Now for a retail customer of Missouri  
22  that Big River provides service to using local  
23  wholesale complete or resale, when that customer makes  
24  an intrastate long distance call, that call originates  
25  in time division multiplexing format, does it not?

1 A. Repeat the question.

2 Q. When a retail customer of Big River in  
3 Missouri is served by Big River using resale or local  
4 wholesale complete purchased from AT&T and that  
5 customer makes an intrastate long distance call, does  
6 that call originate in time division multiplexing  
7 format?

8 A. I'm not aware.

9 Q. Do you know what format that call  
10 would originate in?

11 A. No.

12 Q. Do you know if it originates in  
13 Internet protocol format?

14 A. No.

15 Q. With respect to the Big River  
16 customers that have Internet protocol customer  
17 premises equipment, for that set of customers does Big  
18 River own the last mile wire line facility that  
19 connects to the customer's premises?

20 A. What do you mean by own?

21 Q. By -- I'm sorry?

22 A. What do you mean by own?

23 Q. Does it own the physical facility, and  
24 I would distinguish --

25 A. Do I have title?

1 Q. I would distinguish it from lease.  
2 That's a distinction I have drawn.

3 A. Yeah. In some cases we lease the  
4 connection.

5 Q. Are there cases where Big River owns  
6 that connection?

7 A. I can't think sitting here.

8 MR. GRYZMALA: I'm sorry?

9 THE WITNESS: I can't think sitting  
10 here if there are any.

11 Q. (By Mr. Germann) In those cases where  
12 a Big River retail customer has IP customer premises  
13 equipment, and can I use the term CPE for that?

14 A. Uh-huh.

15 Q. Is that okay?

16 A. Yes.

17 Q. Okay. I just didn't want to use too  
18 many acronyms here. Where a Big River customer has IP  
19 CPE, does Big River generally use a cable company's  
20 facilities to reach that customer, or to reach that  
21 customer's home?

22 A. Yes. Sometimes we do use a cable  
23 company's facility to reach those customers.

24 Q. Is that in the majority of cases for  
25 those customers?

1 A. Yes. I think so.

2 Q. What about -- well, can you give me an  
3 example of where Big River serves an end user customer  
4 that has IP CPE and Big River is not using the last  
5 mile facility of a cable company?

6 A. We've used DSL or possibly wireless.

7 Q. In Missouri specifically does Big  
8 River use all three of those, cable company, DSL or  
9 wireless?

10 A. I'm not sure if we use wireless in  
11 Missouri.

12 Q. Switching gears and going back to the  
13 set of customers that does not have CPE that converts  
14 signals to Internet protocol. With respect to those  
15 customers, are there retail customers with respect to  
16 whom Big River owns the last mile facility?

17 A. That's probably similar to the answer  
18 I gave to the previous question. Not that I can sit  
19 here and think of where we have ownership of the last  
20 mile.

21 Q. And you mentioned local wholesale  
22 complete and resale. Are there cases where Big River  
23 releases a UNE loop from an incumbent carrier?

24 A. Not under those two arrangements.

25 Q. Apart from those two arrangements, are

1 there cases where Big River leases a UNE loop from an  
2 incumbent local exchange carrier to reach Big River's  
3 customers?

4 A. Yes.

5 Q. And in those cases where Big River is  
6 leasing a UNE loop and the Big River customers makes a  
7 telephone call, do you know what format or protocol  
8 the call is carried in over the UNE loop?

9 A. Over the UNE loop?

10 Q. Yes.

11 A. Over the UNE loop it's an analog  
12 signal.

13 Q. In those causes where Big River leases  
14 a UNE loop, and for the reporter's benefit I will say  
15 it's capital U, capital N, capital E, UNE. In those  
16 cases where Big River leases a UNE loop, where does  
17 the loop go? Does it go to the incumbent link switch,  
18 or does it go to -- does it go to the incumbent link  
19 switch? I'll just ask that.

20 A. In what scenario?

21 Q. Where Big River is leasing a UNE loop  
22 to provide a service to its customer?

23 A. Not under an LWC arrangement?

24 Q. Not under a LWC.

25 A. No. It does not go to a switch.

1 Q. Does it go to a Big River softswitch  
2 or gateway?

3 A. Yes.

4 Q. So it would be -- tell me if I  
5 describe this correctly. The UNE loop would go from  
6 the customer's premises to the incumbent carrier's  
7 central office, and from there Big River would  
8 transport it to its softswitch or to a gateway; is  
9 that correct?

10 A. Yes.

11 Q. At the Big River gateway or  
12 softswitch, at that point the call would be converted  
13 into a protocol format; is that correct?

14 A. At a gateway. Self switch really  
15 doesn't do any conversions.

16 Q. Okay. Going back a second to local  
17 wholesale complete. Big River purchases local  
18 wholesale complete from AT&T Missouri; is that  
19 correct?

20 A. Yes.

21 Q. And that service provides both the  
22 loop and local switching; is that correct?

23 A. Yes.

24 Q. So in that case where a Big River  
25 customer is served via local wholesale complete and if

1 the Big River customer makes an intrastate long  
2 distance call, is that call carried through the  
3 incumbent's switch?

4 A. For a portion of the call.

5 Q. For a portion of the call. Including  
6 the originating end office switch?

7 A. Yes.

8 Q. If Big River is the long distance  
9 carrier, is the call then handed off to Big River?

10 A. I'm not sure.

11 Q. If it's not handed off to Big River,  
12 would it be carried entirely on AT&T's network?

13 A. No.

14 Q. Whose network might it be carried on?

15 A. Another carrier.

16 Q. But what carrier?

17 A. Another long distance carrier  
18 possibly.

19 Q. What about if the customer has chosen  
20 Big River as their long distance carrier, would that  
21 call -- could that call be handed off to a different  
22 long distance carrier?

23 A. Yes.

24 Q. Does Big River have agreements with  
25 other long distance carriers to carry some of their

1 long distance traffic?

2 A. Yes.

3 Q. Is that in -- in Missouri is that a  
4 single long distance carrier that Big River has an  
5 agreement with?

6 A. I don't know.

7 Q. If you could please refer back to  
8 Exhibit 1. I'm looking down at the answer to question  
9 15 now. Kind of the third paragraph down it says Big  
10 River denied Request 13 because its facsimile  
11 functionality monitors all calls to determine if a fax  
12 is being sent. Now just to clarify. That monitoring,  
13 does that take place only for calls that go through --  
14 or that go on to Big River's network?

15 A. Yes.

16 Q. So in the example where if a Big River  
17 customers makes a long distance call that does not  
18 reach Big River's network this functionality, this  
19 monitoring functionality would not occur; is that  
20 correct?

21 A. That's correct.

22 Q. Now with respect to calls that are  
23 carried on Big River's network, in addition to --  
24 well, when calls are carried on Big River's network,  
25 doesn't the network also monitor the call to see if



1 it's voice to determine the call is voice or determine  
2 whether the call is fax?

3 A. No. I'm not aware of any way we'd  
4 detect if it's voice.

5 Q. Does it monitor -- does it monitor to  
6 determine if the call is a non fax call and if it is  
7 it carries it in one protocol and if it determines  
8 it's a fax call it carries it in a different protocol?

9 A. It really detects if it's a fax call.  
10 It will then change protocols.

11 Q. So it's kind of a default. If it  
12 doesn't see a fax call it carries it in whatever  
13 default protocol it's set to carry traffic in?

14 A. Yes.

15 MR. GERMANN: Okay. Can we please  
16 mark this as Exhibit 2.

17 (WHEREIN, Respondent's Exhibit 2 was  
18 marked by court reporter.)

19 THE WITNESS: You know, I reviewed --

20 MR. HOWE: I don't think there is a  
21 question.

22 THE WITNESS: I was going to say I  
23 reviewed Exhibit 1, but it didn't help me get ready  
24 for his questions.

25 Q. (By Mr. Germann) Fair enough.

1 Exhibit 2, this is your rebuttal testimony, is it not?

2 A. Yes.

3 Q. Okay.

4 A. It appears that it's my rebuttal  
5 testimony.

6 Q. Filed in this case. So I take it  
7 you've seen this before?

8 A. Yes.

9 Q. Okay. I'm going to ask you, please,  
10 to turn to Page 4. I'm looking in particular at the  
11 first five lines at the top of the page. Beginning on  
12 line three it states Big River, however, is not and  
13 has never claimed to be an interconnected VoIP service  
14 provider. So does Big River provide interconnected  
15 VoIP service?

16 A. No.

17 Q. What is it about Big River's telephone  
18 service that does not make it interconnected VoIP  
19 service?

20 MR. HOWE: I'm going to object to the  
21 question as it calls for a legal conclusion and  
22 statutory interpretation. Subject to that you can  
23 answer.

24 A. One, in the State of Missouri if you  
25 do provide interconnected VoIP service you have to

1 register with the state. We are not registered with  
2 the state to provide that service.

3 Q. (By Mr. Germann) Were you done with  
4 your answer? I didn't want to interrupt if you  
5 weren't.

6 A. Yes.

7 Q. What about outside of Missouri, does  
8 Big River provide interconnected VoIP service in other  
9 states?

10 MR. HOWE: Same objection. Subject to  
11 that.

12 A. No.

13 Q. (By Mr. Germann) What if Big River  
14 were to obtain a certificate from Missouri to provide  
15 interconnected VoIP service, would its telephone  
16 services or some of its telephone services qualify as  
17 interconnected VoIP service?

18 MR. HOWE: I'm going to object as  
19 calling speculation.

20 Q. (By Mr. Germann) Could you answer,  
21 please?

22 A. Restate the question.

23 MR. GERMAN: Could you read it back,  
24 please.

25 (WHEREIN, question was read back by

1 court reporter.)

2 A. I would guess that would.

3 Q. (By Mr. Germann) I'll just go on.

4 With respect to customers in Missouri served by Big  
5 River who have IP customer premises equipment, if Big  
6 River were registered or certificated as an  
7 interconnected VoIP provider, would that service be  
8 interconnected VoIP service?

9 MR. HOWE: I'm going to object again  
10 as calling for speculation and legal conclusion,  
11 statutory interpretation. You can answer it subject  
12 to that.

13 A. Some of it could and some of it might  
14 not.

15 Q. (By Mr. Germann) With respect to Big  
16 River customers that have IP customer premises  
17 equipment where their telephone calls are converted to  
18 IP format at the customer premises, is there a  
19 broadband connection to those customer's location?

20 A. I think so.

21 Q. Are those customers using IP  
22 compatible customer premises equipment?

23 A. Yes. As you stated as a premise of  
24 your question that would be the case.

25 Q. And the telephone service that Big

1 River provides over that connection, does that allow  
2 Big River customers to engage in two way voice  
3 communications?

4 A. In some cases, yes.

5 Q. In real time as people talk? In real  
6 time communication?

7 A. In some cases, yes.

8 Q. Are there cases where a Big River  
9 customer does not have that capability to engage in a  
10 real time two way voice communication?

11 A. Yes.

12 Q. Can you tell me in what circumstances  
13 would a customer not have that capability?

14 A. Faxes, calling an information service,  
15 calling messaging to replay a message, calling any  
16 type of service where there is not a live person on  
17 the other end to talk to.

18 Q. Let me clarify and reask the question  
19 because I'm asking more broadly about the capabilities  
20 provided to Big River customers. So are there cases  
21 where Big River provides a customer only fax service  
22 using IPC PE and the customer is unable to make voice  
23 telephone calls?

24 A. There might be.

25 Q. Are you aware of any fax only

1 customers?

2 A. Not sitting here, no.

3 Q. Are you aware of any customers, any  
4 retail customers with IP CPE whose service plan does  
5 not allow them to make voice telephone calls?

6 A. I'm not aware of any.

7 Q. Is it safe to say that the majority of  
8 Big River retail customers with IP CPE have the  
9 ability to make voice telephone calls?

10 A. Yes.

11 Q. And that voice telephone service  
12 includes the ability to make telephone calls to people  
13 who are served on the PSTN?

14 A. Yes.

15 Q. And to receive calls from persons  
16 calling from the PSTN?

17 A. Yes.

18 Q. I'm going to come back to Exhibit 2.  
19 But first I'd like to go to another exhibit, if I can  
20 find it.

21 MR. HOWE: You can get that marked,  
22 and I'm going to take a quick break.

23 MR. GERMANN: Can you mark that as  
24 Exhibit 3.

25 (WHEREIN, Respondent's Exhibit 3 was

1 marked by court reporter.)

2 Q. (By Mr. Germann) I'm going to hand  
3 you what has been marked as Exhibit 3. My question is  
4 -- I just have a couple, and they're just based on the  
5 first two paragraphs in this. You can read it all if  
6 you'd like. Just let me know when you're ready,  
7 please.

8 A. I'm ready.

9 Q. Now, Exhibit 3 is I'll represent a  
10 printout from the Internet of what appears to be an  
11 article from Connected Planet. You know, my question  
12 basically is is this a case of don't believe  
13 everything you read in the press? In the first  
14 paragraph here it refers to Big River as a wholesale  
15 VoIP provider to smaller cable companies. Is Big  
16 River a wholesale VoIP provider to cable companies?

17 A. Yes.

18 Q. And could you describe that wholesale  
19 relationship?

20 A. Cable companies have a network with  
21 connections to their customers and seek the ability to  
22 provide telephone services to those customers. We'll  
23 work with them to enable that capability.

24 Q. When you say enable that capability,  
25 what kinds of things does Big River do? Does Big

1 River carry the traffic or use its network to support  
2 that service?

3 A. Yes.

4 Q. And in what ways does it do that?

5 A. We interconnect with their network and  
6 signal to their customer devices. Then process the  
7 call and originate and terminate traffic for those  
8 customers.

9 Q. Okay. In this case where Big River is  
10 acting as a wholesale VoIP provider, who is the retail  
11 service provider of the telephone service to the end  
12 user?

13 A. When we're a wholesale VoIP provider,  
14 the cable company is the retail provider.

15 Q. Are there also circumstances where Big  
16 River partners with a cable company to provide  
17 telephone service and Big River is itself the retail  
18 provider of the telephone service?

19 A. Yes.

20 Q. When Big River is providing this  
21 wholesale service the traffic is carried over the  
22 cable company's last mile facilities; is that correct?

23 A. Yes.

24 Q. And is that generally carried over a  
25 broadband connection?



1 A. Yes.

2 Q. And the end user or the retail  
3 customer uses IP compatible CPE?

4 A. I believe so.

5 Q. Now, I think you described it a second  
6 ago as Big River in connection with the wholesale  
7 service providing origination and termination. But a  
8 call actually would originate over the cable company's  
9 last mile facility; is that correct?

10 A. No.

11 Q. Where would it originate from?

12 A. It could originate on the public  
13 switch telephone network.

14 Q. I mean -- Okay. A call from the cable  
15 company's customer if they're placing a call, that  
16 call would -- I won't use the term originate. That  
17 call would begin on the cable company's last mile  
18 facility; is that correct?

19 A. Yes.

20 Q. And then it would be delivered to Big  
21 River's network?

22 A. It would be controlled and managed by  
23 Big River's network.

24 Q. So it may not actually be carried on  
25 Big River's network?

1           A.           No. It would be carried on -- I maybe  
2 was concluding or seemed to think that you think we  
3 might terminate the call for them or something on our  
4 network.

5           Q.           No. No. I'm still -- you're way  
6 ahead of me. I'm still way back at the call is  
7 originated at the cable company's retail end user.

8           A.           Uh-huh.

9           Q.           It goes over to the cable network  
10 facility, and then are they interconnected with Big  
11 River, the cable company?

12          A.           Yes.

13          Q.           And so then the call goes to Big  
14 River's network -- well, at the point of  
15 interconnection the call is now on Big River's  
16 network; is that correct?

17          A.           At the point of interconnection?

18          Q.           Between Big River and the cable  
19 company?

20          A.           What do you mean goes on to our  
21 network?

22          Q.           Well, the message itself -- well, I  
23 guess it's in an IP form. Is it carried on Big  
24 River's network at all?

25          A.           In some cases it is and some cases it

1 isn't.

2 Q. In what cases would a call be carried  
3 on Big River's network?

4 A. When we would traverse the call to one  
5 of our gateways and terminate the call.

6 Q. When you mean terminate the call, do  
7 you mean actually carry the call to the call to  
8 party's premises?

9 A. No.

10 Q. What do you mean by terminate the  
11 call?

12 A. In that case we would send the media  
13 to a gateway for termination.

14 Q. Okay. For example, the gateway --  
15 well, for example, you might send a call to AT&T  
16 Missouri after it goes through your gateway. Is that  
17 one example?

18 A. Yes.

19 Q. Or you may send it to other local  
20 telephone companies to terminate the calls to their  
21 end users?

22 A. Yes.

23 Q. And you said in some cases the call  
24 would not, would not be carried on Big River's  
25 network. Could you just give me an example of a call

1 that would not be carried on Big River's network?

2 A. If the wholesale cable customer called  
3 another wholesale cable customer, let's say across the  
4 street served by that wholesale cable operator, that  
5 call would begin and terminate on that wholesale cable  
6 operator's network.

7 Q. So some local calls may not be carried  
8 on Big River's network?

9 A. Yes. Some local calls may not be  
10 carried on Big River's network.

11 Q. As you know the parties' present  
12 dispute in this case before the Missouri Commission  
13 revolves around access charges that AT&T billed for  
14 traffic that was sent from Big River through the  
15 parties in their connection arrangement. Is that a  
16 fair very high level summary?

17 A. Yes.

18 Q. With respect --

19 A. That's pretty much AT&T's perception.

20 Q. Well, what is Big River's perception?

21 A. It's not access traffic, and it's not  
22 subject to access charges.

23 MR. GRYZMALA: Sorry. I didn't hear  
24 it.

25 (WHEREIN, previous answer was read

1 back by court reporter.)

2 Q. (By Mr. Germann) Putting aside the  
3 issue of the appropriate charges for the traffic  
4 though, Big River did interconnect with AT&T and send  
5 AT&T traffic for termination; is that correct?

6 A. Yes.

7 Q. Is it possible that some of the  
8 traffic that Big River sent to AT&T Missouri was  
9 traffic from a cable company providing retail  
10 telephone service to whom Big River was providing  
11 wholesale service?

12 A. I'm not sure.

13 Q. Now this wholesale VoIP service, does  
14 Big River provide that service in Missouri?

15 A. I'm not sure. I don't think we do.

16 Q. Could you name one state where they do  
17 provide it? I'm just looking for an example here.

18 A. Texas.

19 Q. Texas. Okay. So if a Texas customer,  
20 a retail customer of one of these cable companies that  
21 Big River provides wholesale service, if that Texas  
22 customer makes an interstate long distance call to an  
23 AT&T Missouri end user, does Big River carry that  
24 traffic to AT&T Missouri?

25 A. Yes. Either we would carry it or we

1 would have an arrangement with a long distance carrier  
2 to carry it.

3 Q. In the circumstance where Big River  
4 would carry the traffic, apart from the  
5 interconnection of trunks that were established with  
6 the party's interconnection agreement, does Big River  
7 have any other interconnection arrangement where it  
8 can deliver that traffic to AT&T Missouri?

9 A. Yes.

10 Q. And what arrangement is that?

11 A. To terminate interstate traffic?

12 Q. Yes.

13 A. Feature Group D trunks.

14 Q. So Big River does have Feature Group D  
15 trunks with AT&T Missouri?

16 A. Yes.

17 Q. And those are -- and it delivers  
18 traffic over those trunks?

19 A. I believe so.

20 Q. I'd like to skip back to Exhibit 2,  
21 which is your rebuttal testimony. I'm looking at Page  
22 6. Really the sentence beginning on line 15. You say  
23 that Big River uses a high definition audio codec  
24 G.722 for some telephone calls as well as  
25 teleconferencing. My question is apart from -- well,

1 I guess a couple of questions. First, does Big River  
2 use this HD codec for all teleconferencing?

3 A. No.

4 Q. What teleconferencing does it use the  
5 HD codec for?

6 A. For people who want to use high  
7 definition conferencing.

8 Q. Is that available to all customers?

9 A. Yes.

10 Q. But does a customer have to -- do they  
11 have to somehow tell Big River that they want the HD  
12 teleconferencing?

13 A. Yes. They're assigned a set of codes  
14 to use as a participant and a moderator.

15 Q. Is that teleconferencing service a  
16 different service than standard definition  
17 teleconferencing?

18 A. Yes.

19 Q. I mean is it, is it billed differently  
20 or charged for differently?

21 A. It's billed differently.

22 Q. Then when you say -- when you refer to  
23 the use of the HD codec for some telephone calls,  
24 which telephone calls use the HD codec?

25 A. Telephone calls that have the

1 capability and signal to our softswitch to use that  
2 codec.

3 Q. So is that a -- is the HD service a  
4 separate service that the customer has to sign up for?

5 A. No.

6 Q. So if a retail residential customer of  
7 Big River signs up for telephone service, are their  
8 telephone calls carried in the HD codec?

9 A. Generally, no.

10 Q. What determines whether or not their  
11 calls will be carried in that codec?

12 A. Whether their device signals to the  
13 softswitch that they are using that codec.

14 Q. And by their device, do you mean  
15 customer premises equipment?

16 A. Yeah. You can describe it as customer  
17 premise equipment.

18 Q. Is the HD codec available only to  
19 customers who have IP compatible CPE?

20 A. We probably have some customers that  
21 use ATM connectivity that also have that capability.

22 Q. But, for example, a residential end  
23 user who has a standard telephone handset would not be  
24 able to use that capability?

25 A. Yes, they could. Generally wouldn't



1 use it on a standard analog handset.

2 Q. Would they need IP compatible CPE to  
3 use it?

4 A. They would need some device or some  
5 software that would use that codec.

6 Q. When did -- when did Big River begin  
7 offering this HD codec?

8 A. I would guess three or four years ago.

9 Q. Do you know if they offered it in  
10 2010?

11 A. I'm pretty sure we did. I know we  
12 did.

13 Q. Okay. I don't recall if I asked you  
14 this. But focusing on -- never mind. Never mind. If  
15 you could turn to Page 13, please. I'm looking at  
16 illustration 2. So the left hand box says AT&T  
17 Missouri's network and the right hand box says Big  
18 River's network, and in between the two are some  
19 arrows. One says InterLATA and the other says local.  
20 I assume that represents the exchange of InterLATA and  
21 local traffic?

22 A. Yes.

23 Q. Should IntraLATA traffic be included  
24 in there as well?

25 A. Yes.

1           Q.       And moving -- looking a little bit to  
2     the right I see a media gateway in the Big River  
3     network box, and to the right of the media gateway is  
4     a softswitch. There is a dotted line between them. I  
5     assume that represents the transfer of traffic from  
6     the softswitch to the media gateway?

7           A.       It's really a signaling.

8           Q.       Signaling. Is the media from a  
9     telephone call transferred from the softswitch to the  
10    media gateway in a packetized form?

11          A.       No.

12          Q.       Where is the media carried?

13          A.       Media goes from the gateway to  
14    routers, which for simplification purposes aren't  
15    represented in that diagram.

16          Q.       Okay. Those are routers within Big  
17    River's network?

18          A.       Yes.

19          Q.       And then looking a little further to  
20    the right there is icons of telephones that say Big  
21    River customer and then lines connecting those to the  
22    softswitch. When a Big River customer picks up that  
23    handset and makes a telephone call, is the media  
24    carried to the softswitch?

25          A.       No. The signaling goes to the

1     softswitch and the media goes through routers.

2             Q.         Just to be sure we're on the same  
3     page, could you please explain to me what you mean by  
4     signaling?

5             A.         It's the messaging that takes place  
6     between an indovice and a softswitch that indicates  
7     the perimeters for which services are going to be  
8     provided.

9             Q.         Now you said a softswitch. I  
10    understand that Big River has a softswitch. But is  
11    there similar signaling in the PSTN context between  
12    the circuit switch and devices, end user devices?

13            A.         No.

14            Q.         So when you refer to signaling, do you  
15    include things like call setup? Is that an example of  
16    signaling?

17            A.         What do you mean by call setup?

18            Q.         Well, I'll strike that. You described  
19    signaling as messaging between the softswitch and at  
20    the end user device. Is that correct or --

21            A.         Yes.

22            Q.         What about where a customer is not  
23    using IP CPE, does that messaging occur between their  
24    device and the softswitch?

25            A.         If they're not using IP CPE they would

1 be served off of gateway and the messaging would occur  
2 from the gateway to the softswitch.

3 Q. Okay. And if they -- in that case is  
4 one of the functions of the gateway to convert the  
5 traffic into Internet protocol format, the media?

6 A. Yes. That's one of the functions.

7 Q. And SS7 information?

8 A. No. You're talking about the customer  
9 side, correct?

10 Q. Yes.

11 A. No.

12 Q. Okay. So this representation here of  
13 a link between the Big River customer and the  
14 softswitch for signaling, that's for the case where  
15 the Big River customer has IP CPE; is that correct?

16 A. In the case where the end device  
17 itself is signaling directly to the softswitch. In  
18 other cases there is a gateway and the gateway signals  
19 to the softswitch.

20 Q. There may be a gateway even where the  
21 customer has IP CPE where the signal leaves or the  
22 media leaves their premises in IP format?

23 A. No. There generally won't be a  
24 gateway in those cases.

25 Q. When you talk about the signaling and

1 the messaging between the devices, could you give me  
2 an example or two of what kind of messaging goes on  
3 and what the messaging is for, what it does?

4 A. Which devices do you mean?

5 Q. Between the softswitch and the  
6 customer's end device?

7 A. So you want to know what kind of  
8 messaging goes on?

9 Q. Yes. For the signaling?

10 A. One, it will advise as to a preferred  
11 codec that the customer wants to use. If they're  
12 making a call to the PSTN it will contain the digits  
13 and the setup to the call that they want to make. It  
14 will indicate if they want to use a direct media  
15 connection. It will indicate if the customer is using  
16 network addressed translation. That will be resolved  
17 in the signaling between the customer device and  
18 softswitch. Sitting here that's all I can think of.  
19 I mean there is probably more.

20 Q. Okay.

21 A. The device will also indicate the  
22 signaling protocol. Some devices might support SIP.  
23 Some devices might support other protocols like MGCP.  
24 That's encoded in the messaging as well.

25 Q. If you could turn to Page 17, please.

1 We're looking at lines 11 through 19. You state here  
2 that -- I am going to pick up in the middle of a  
3 sentence on line 15 where it indicates to both parties  
4 that either party would be providing both  
5 telecommunications services of which some percentage  
6 is enhanced, and some percentage may not be enhanced.  
7 I'll leave off right there. Is it your understanding  
8 that a particular service can be a telecommunication  
9 service that is enhanced?

10 A. It's my understanding that  
11 telecommunication service can have access to enhanced  
12 capabilities and services.

13 Q. Up on lines 11 and 12 you say -- well,  
14 when you say Mr. Greenlaw seems confused that Big  
15 River is providing telecommunications services and  
16 enhances services simultaneously, is it your position  
17 that Big River provides both telecommunication  
18 services and enhanced services?

19 A. Yes.

20 Q. What are the telecommunication  
21 services that big River provides?

22 A. Solely telecommunications?

23 Q. Yes.

24 A. It really don't provide any.

25 Q. Then what do you mean by Big River

1 provides both telecommunication services and enhanced  
2 services?

3 A. The services we provide both have  
4 telecommunications nature and an enhanced nature to  
5 them. But fundamentally they are enhanced.

6 Q. Are there any instances where the two  
7 can be separated or provided separately?

8 A. You mean could we provide  
9 telecommunication services without enhanced services?  
10 Without enhanced capabilities?

11 Q. Do you?

12 A. Yes.

13 Q. Well, you could. Do you provide any  
14 telecommunication services without enhanced  
15 capabilities?

16 A. Yes.

17 Q. And whom do you provide those services  
18 to?

19 A. Our customers.

20 Q. Your retail telephone customers?

21 A. Yes.

22 Q. And what are the telecommunication  
23 services without enhanced capabilities that you  
24 provide to your telephone customers?

25 A. Telecommunication services.

1 Q. Could you give me an example?

2 A. Basic telephone.

3 Q. And by basic telephone you mean --

4 A. Without the capability or often a  
5 network that doesn't have enhanced capabilities.

6 Q. Would an example be a Big River  
7 customer served by a local wholesale complete?

8 A. Yes.

9 Q. What about resale? Would that include  
10 resale customers?

11 A. Yes.

12 Q. And what about so the customers in  
13 Missouri served by Big River by a local wholesale  
14 complete, does Big River provide only  
15 telecommunication services to those customers?

16 A. No.

17 Q. Does Big River provide some  
18 telecommunication services that are not enhanced to  
19 those customers?

20 A. Yes.

21 Q. And what does the latter include?  
22 What services in particular?

23 A. The latter to which what are you  
24 referring to?

25 Q. Telecommunication services that are



1 not enhanced?

2 A. Basic telephone service.

3 Q. And by that do you mean --

4 A. Same definition I used previously.

5 Q. Does that include local telephone  
6 service?

7 A. For the LWC services provided, yes.

8 Q. What about intrastate long distance?

9 A. For those LWC customers?

10 Q. Yes.

11 A. In some cases, yes.

12 MR. GERMANN: Can we please mark this  
13 as Exhibit 4.

14 (WHEREIN, Respondent's Exhibit 4 was  
15 marked by court reporter.)

16 Q. (By Mr. Germann) I'm going to hand  
17 you what has been marked as Exhibit 4. This states  
18 Big River Telephone Company, Missouri P.S.C. Tariff  
19 No. 1. On the title page it states Intrastate  
20 Interexchange Telecommunications Services. Is this a  
21 Big River Tariff for intrastate interexchange  
22 telecommunications services in Missouri?

23 A. Yes.

24 Q. Does Big River provide service to  
25 customers in Missouri pursuant to this tariff?

1 A. Yes.

2 Q. Where a customer chooses to purchase  
3 intrastate interexchange telecommunications services  
4 pursuant to this tariff, is this the customer required  
5 to also purchase any enhanced service?

6 A. No.

7 Q. Where an intrastate interexchange  
8 telecommunication service is provided to a Big River  
9 customer in Missouri under this tariff, is that  
10 service an example of a telecommunication service that  
11 is not enhanced?

12 A. In some cases it is and in some cases  
13 it isn't.

14 Q. In what case is it enhanced?

15 A. When it's attached to a network that  
16 has the capabilities of providing enhanced services.

17 Q. So if the call is carried on Big  
18 River's network, in that case is -- strike that. If a  
19 call is carried on Big River's network, is it  
20 therefore enhanced?

21 A. Yes.

22 Q. But there may be cases where Big River  
23 provides service to its customers without carrying a  
24 call on Big River's network; is that correct?

25 A. Yes.

1 Q. And in that case it may be a  
2 telecommunication service without any enhancement?

3 A. Yes.

4 MR. GERMANN: Okay. Let's mark this  
5 as 5.

6 (WHEREIN, Respondent's Exhibit 5 was  
7 marked by court reporter.)

8 Q. (By Mr. Germann) I'm going to hand  
9 you what's been marked as Exhibit 5. This is a  
10 document that was produced to us in discovery. It  
11 states that it's Big River Telephone Company Master  
12 Service Agreement. Do you recognize this document?

13 A. Yes.

14 Q. What portion of Big River's customer  
15 base in terms of type of customer would this master  
16 service agreement be used for?

17 A. I don't know sitting here.

18 Q. Do Big River's business customers sign  
19 master service agreements?

20 A. Yes. Generally.

21 Q. Do Big River's residential customers  
22 sign master service agreements?

23 A. Some cases they sign agreements and  
24 some cases they don't.

25 Q. What's the reason for that

1 distinction? Why do they sometimes have to sign them  
2 and sometimes they don't?

3 A. For instance, some customers are month  
4 to month. Some customers commit to a, you know, an  
5 annual or multiyear contracts.

6 Q. In terms of the Big River's  
7 residential customers, would you say the majority of  
8 them have signed a master service agreement?

9 A. Like I said before, I'm not sure  
10 because I don't know if it's a majority or not.

11 Q. Are there a significant number of  
12 residential customers without a master service  
13 agreement?

14 MR. HOWE: I'll object to the vague  
15 form of the question.

16 A. I don't know what significant -- what  
17 you mean by significant. I'm just -- I'm not -- I'm  
18 not sure.

19 Q. (By Mr. Germann) But there are  
20 residential customers that don't have a master service  
21 agreement; is that correct?

22 A. Yes. That's what I said earlier, yes.

23 Q. If they don't have a master service  
24 agreement do they have another type of agreement?

25 A. Just a working relationship with us.

1 Q. Are residential customers without a  
2 master service agreement served from Big River's  
3 tariffs? I'm sorry. Did you understand that?

4 A. No. I didn't understand the question.

5 Q. The Big River residential customers  
6 that do not have a master service agreement, are those  
7 customers served from Big River's tariffs?

8 A. Yes.

9 Q. Does Big River use a master service  
10 agreement for residential customers in all states, in  
11 all states where it has customers?

12 A. Generally we do.

13 Q. Was there a time when Big River did  
14 not use master service agreements for its residential  
15 customers at all?

16 A. I'm not aware.

17 Q. You don't know whether they did?

18 A. Yeah. I'm not aware of a period of  
19 where we ever did.

20 Q. Do you think that Big River always  
21 used the master service agreement for some residential  
22 customers?

23 A. That's what I'm not sure of.

24 Q. Okay. If could you please turn to  
25 Page 4 of this master service agreement. I'm looking

1 down at the last paragraph, Big River Telephone's  
2 Equipment. The first sentence there states the  
3 equipment (modem/router) installed at the customer  
4 premise is the property of Big River Telephone and  
5 must be returned within thirty (30) days of service  
6 termination. My question is is this master service  
7 agreement used only where Big River is installing  
8 equipment at the customer premise?

9 A. No.

10 Q. So this may be used in a case where  
11 there is no Big River equipment installed at the  
12 customer premise?

13 A. Correct.

14 Q. Is this master service agreement used  
15 in cases where -- strike that. Is this agreement used  
16 only in cases where IP compatible CPE is used at the  
17 customer premise?

18 A. No.

19 Q. In cases where Big River provides  
20 telephone service to a customer on a month to month  
21 basis, is this agreement ever used?

22 A. I don't believe so.

23 Q. Is this agreement then used in all  
24 cases where service is provided on other than a month  
25 to month basis?

1 A. No. I don't believe so.

2 Q. I guess then other than a month to  
3 month basis, and by that I mean customers with some  
4 other kind of term commitment?

5 A. Same answer.

6 Q. Did customers with a term commitment,  
7 do all of those customers have written contracts?

8 A. I don't think so.

9 Q. So does that mean there may be cases  
10 where the term commitment is a verbal commitment?

11 A. I guess in some respect it's verbal.

12 Q. Can you just give me an example of how  
13 that might arise, how a customer might enter into a  
14 term commitment without a written contract?

15 A. I believe we have term pricing in our  
16 tariffs that wouldn't be subject to a master service  
17 agreement.

18 MR. GERMANN: Okay. Can you please  
19 mark this as Exhibit 6.

20 (WHEREIN, Respondent's Exhibit 6 was  
21 marked by court reporter.)

22 Q. (By Mr. Germann) I'm handing you  
23 what's been marked as Exhibit 6. That is a Cover  
24 Letter to the Minnesota Public Service Commission  
25 application to provide local exchange and

1 interexchange telecommunication services in Minnesota.  
2 So in 2007 did Big River apply for a certificate to  
3 provide local and interexchange telecommunication  
4 services in Minnesota?

5 A. Yes.

6 Q. Do you know if that application was  
7 granted?

8 A. Yes.

9 Q. And does Big River currently provide  
10 telephone service in Minnesota?

11 A. I believe we do.

12 Q. I'm going to count in pages because  
13 these are not -- let me see if it is numbered. I'm  
14 looking at attachment four, which I think is about the  
15 ninth page in. It says Attachment 4, Technology and  
16 Service Plan?

17 A. Yes.

18 Q. Now this attachment describes how Big  
19 River proposed to provide telephone service in  
20 Minnesota; is that correct?

21 A. Yes.

22 Q. And the first sentence of the second  
23 paragraph states the customers will be accessed  
24 through the broadband connections of local Cable T.V.  
25 operators, with whom Big River will have a contractual



1 relationship for installation, maintenance and  
2 support. Does that describe how Big River currently  
3 provides service in Minnesota?

4 A. I'm not aware. If we're providing  
5 service that would probably apply.

6 Q. Does Big River provide service in this  
7 manner in other states? To be clear, when I say in  
8 this manner I mean in the broadband connections of  
9 local cable T.V. operators?

10 A. Yes.

11 Q. The next sentence here states the  
12 cable T.V. operator will put a device called a  
13 Multi-Terminal Adaptor, MTA, at the customer's  
14 premises. Is this MTA device similar to the -- is  
15 this the same CPE that Big River uses in other states  
16 where it provides telephone service using broadband  
17 connection?

18 A. It's the same type or category device.

19 Q. Right below Figure 4-1, the first  
20 sentence there is once the call is originated by the  
21 customer via the MTA, the call will be carried via the  
22 managed IP network of the cable T.V. operator to Big  
23 River's switching center, or gateway. Now, in other  
24 states where Big River provides telephone service to  
25 customers using the broadband connection of a local

1 cable operator, is that generally how calls are  
2 carried when they're originated by the customer?

3 A. Yes.

4 Q. Okay. I take it at the Big River  
5 switching center, is that a place where there would be  
6 routers?

7 A. Yes.

8 Q. Looking back at Attachment 7, Billing.  
9 The third sentence begins as the vast majority of  
10 customers. It says as the vast majority of customers  
11 sign up for Big River's Local and Unlimited Long  
12 Distance plan which also includes, and then it goes  
13 on. Really my question is in the other states where  
14 Big River provides telephone service to its customers  
15 using the broadband connection of a cable operator, do  
16 most of those customers sign up for both local and  
17 unlimited long distance service?

18 A. Yes.

19 Q. Then I'm flipping back to Attachment  
20 19, which is from the end, it's the fourth page from  
21 the end. Attachment 19, Jurisdictions Where Big River  
22 Offers Services. There are, what, eight states listed  
23 here. At the time when this was filed were these the  
24 only states where Big River provided retail local and  
25 interexchange service?

1 A. I believe so.

2 Q. If there were others, would it be safe  
3 to assume that they were relatively recent expansion  
4 and would count for probably a smaller amount of  
5 customers?

6 A. Yes. Or an oversight. But generally  
7 we keep the dates in which we were authorized to  
8 provide services, and I'm guessing we checked that  
9 when we put this list together.

10 Q. Missouri was the first state where you  
11 were authorized to provide service, right?

12 A. Yes.

13 Q. If you turn to the next page,  
14 Attachment 20, Services Offered. It states the Big  
15 River will be providing a variety of local and  
16 interexchange services, however it will principally be  
17 providing traditional telephone service ("POTS") to  
18 residential and small and medium sized businesses. My  
19 question is with respect to Big River's operations as  
20 a whole with respect to its retail customers, does Big  
21 River principally provide telephone service to  
22 residential and small and medium sized businesses?

23 A. Do we generally what?

24 Q. Do you principally provide telephone  
25 service to residential and small and medium size

1 businesses?

2 MR. HOWE: I'll object to the vague  
3 form of the question.

4 A. Yeah. You asked the question earlier  
5 on in the whole line of questioning, and I said yes.  
6 Generally we do provide service to the residential and  
7 small and medium sized business customers. But you  
8 understand that small and medium sized business  
9 customers will have one or two lines of service or a  
10 small amount of services they get from us. A large  
11 corporation is only one customer. But it might  
12 account for 12,000 lines.

13 Q. (By Mr. Germann) Right. I was asking  
14 because I'm trying to make sure I understand what the  
15 bulk of your business so to speak is and make sure I  
16 wasn't missing something. We talked a little bit  
17 about I guess what I'll call Big River's wholesale  
18 business. The wholesale service provided to cable  
19 companies. Apart from that, are there other wholesale  
20 services that Big River provides?

21 A. Yes.

22 Q. And what are those other wholesale  
23 services?

24 A. Enhanced telecommunications to other  
25 wholesale partners. You said cable companies. That's

1 other service providers of a different ilk.

2 Q. Could you give me an example, please?  
3 You don't have to name names. I'm just trying to get  
4 an understanding of what you mean.

5 A. Companies that service corporate  
6 accounts across the U.S. that want to have enhanced  
7 telecommunication services that go beyond their  
8 capabilities of providing those services.

9 Q. With respect to those wholesale  
10 services, does Big River provide the kind of  
11 origination and termination service that we talked  
12 about earlier with respect to the wholesale VoIP to  
13 cable companies?

14 A. Generally, yes.

15 MR. GRYZMALA: Let's take a couple of  
16 minutes.

17 MR. GERMANN: Yes. Let's take a  
18 little break.

19 (WHEREIN, a recess was taken at this  
20 time.)

21 MR. GERMANN: Let's mark this as  
22 Exhibit 7.

23 (WHEREIN, Exhibit 7 was marked by  
24 court reporter.)

25 Q. (By Mr. Germann) I'm handing you

1 what's been marked as Exhibit 7. This is Big River's  
2 annual report to the Missouri Commission for the year  
3 of 2010. If you could turn to the third page, please.  
4 In the third page is a statement of revenues; is that  
5 correct?

6 A. Yes.

7 Q. It includes among other things  
8 revenues are divided to Missouri jurisdictional and  
9 total company; is that correct?

10 A. Yes.

11 Q. Is it your understanding that the  
12 total company, which is column B, includes all  
13 revenues other than those attributable to services  
14 provided in the State of Missouri?

15 A. How did you characterize it?

16 Q. Is it your understanding that column B  
17 accounts for all revenues other than those  
18 attributable to revenues from serving customers in the  
19 State of Missouri?

20 A. I'm not sure.

21 Q. You are the CEO of Big River; is that  
22 correct?

23 A. That's correct.

24 Q. And as such you have some familiarity  
25 with the financial statements of Big River?

1 A. That's correct.

2 Q. If you look down on this page to the  
3 lower right hand side there is a figure, which I won't  
4 state on the record. I don't think we need to. Well,  
5 if you look at Line 13 it's total revenues. Column A  
6 is Missouri jurisdictional. The next column is total  
7 company. I take that back. I guess total company may  
8 include Missouri. That's where I had it wrong. The  
9 figure in column B on Line 13, does that figure, does  
10 that square with your recollection of what Big River's  
11 total revenues for the year 2010 were?

12 A. I'll interpret the term square. It's  
13 probably close to our total company revenues.

14 Q. We've talked a little bit about  
15 telecommunication services provided by Big River and  
16 enhanced services provided by Big River. To your  
17 knowledge, do these revenue figures include all of  
18 those services?

19 A. I don't believe they do.

20 Q. What revenues do you think are  
21 excluded from this report here?

22 A. Non regulated revenues.

23 Q. What kind of -- what do you mean by  
24 non regulated revenues?

25 A. Revenues not subject to regulation by

1 a commission.

2 Q. What kind of services does Big River  
3 have that generate revenue along those lines?

4 MR. HOWE: Just for clarification, now  
5 or back then?

6 MR. GERMANN: In 2010.

7 THE WITNESS: In enhanced services,  
8 data services, including Internet services, Internet  
9 related services.

10 Q. (By Mr. Germann) Are those services  
11 generally provided by Big River, or were they provided  
12 in 2010 generally as part of a bundle or package of  
13 services?

14 A. Since --

15 Q. I'm sorry. Were they in 2010  
16 generally included as part of a bundle or package of  
17 services that included voice service?

18 A. Some were and some weren't.

19 Q. To the extent that Big River provided  
20 voice services, retail voice services in 2010, would  
21 all revenues from those customers be included in this  
22 schedule on this page?

23 A. Retail voice services?

24 Q. Yes.

25 A. I think so, yes.



1 Q. And really to get a little more  
2 specific. If you look at row four here it talks about  
3 bundled or packaged revenues. It states included in  
4 revenues where the company is providing voice service  
5 in combination with multiple services. If such  
6 bundles include internet, video, some non regulated  
7 service then the revenue shall be based on the radar  
8 for voice services. I mean you can strike that  
9 question. One of the services discussed in your  
10 testimony that Big River contends is the fax service  
11 or the fax capabilities it provides its voice  
12 customers; is that correct?

13 A. Yes.

14 Q. Now to the extent a customer purchased  
15 in 2010 voice service from Big River and had access to  
16 those fax capabilities, would the revenues from the  
17 fax capabilities be included in the schedule?

18 A. I don't believe so.

19 Q. Did Big River charge separately for  
20 that fax service, separately from the voice telephone  
21 service?

22 A. For some of our fax services, yes.

23 Q. Which fax services did Big River  
24 charge separately for?

25 A. The virtual fax service that we

1 provide to our customers.

2 Q. In 2010 did all customers who wanted  
3 the virtual fax service have to pay a separate fee for  
4 that?

5 A. I'm not sure.

6 Q. But some did?

7 A. Yes.

8 Q. Did customers generally have to pay a  
9 separate fee for that virtual fax service?

10 A. Yes. Uh-huh.

11 Q. Line seven is wholesale revenues.  
12 Would these figures include the wholesale VoIP service  
13 that we discussed earlier?

14 A. I'm not sure.

15 Q. To the extent a Big River voice  
16 telephone service customer was offered or provided  
17 enhanced capabilities for which there was no separate  
18 charge, would the revenue from that customer be  
19 included in here?

20 A. So he wasn't charged?

21 Q. If there was no separate charge?

22 A. We're not going to report any revenue  
23 for this. But are you saying for the rest of his  
24 services?

25 Q. Yes.

1           A.           If they were regulated they would be  
2   reported here.

3           Q.           In those cases does Big River allocate  
4   some portion of the purchase price to the voice  
5   service and some portion to the enhanced capabilities?

6           A.           For reporting here?

7           Q.           Yes.

8           A.           I don't believe so. I don't know.

9                       MR. I'm going to come back to this in  
10   a second. But first if we can mark this as Exhibit 8.

11                      (WHEREIN, Respondent's Exhibit 8 was  
12   marked by court reporter.)

13           Q.           (By Mr. Germann) I'm going to hand  
14   you Exhibit 8, which is a copy of your direct  
15   testimony in this proceeding. If you can turn to Page  
16   12, please. Down beginning around Line 12 you refer  
17   to Big River's voicemail platform. Does Big River  
18   offer voicemail to all of its telephone customers?

19           A.           There is probably a few that don't  
20   have voicemail. But generally they all take  
21   voicemail.

22           Q.           Is there any separate charge for that  
23   service?

24           A.           Yes. I believe it is.

25           Q.           Looking at the next page, Page 13, you

1 refer to the customer web self-care system. That's a  
2 system whereby customers can via the web make various  
3 settings and change settings; is that correct?

4 A. Yes.

5 Q. Okay.

6 A. They gain access to their voice mails  
7 and as you said change the settings, delete voice  
8 mails, play voice mails. Things like that.

9 Q. Is that something that all Big River  
10 Telephone customers have access to?

11 A. Yes.

12 Q. Is there any separate charge for  
13 access to the web self-care?

14 A. No.

15 Q. When Big River provides voice  
16 telephone service to a customer, does it allocate a  
17 portion of that revenue and attribute it to the web  
18 self-care system?

19 MR. HOWE: I'll object to the form of  
20 the question.

21 A. Allocate where, for who, for what?

22 Q. (By Mr. Germann) On any books or  
23 records, does it allocate revenue to the web self-care  
24 system?

25 A. I'm not sure.

1 Q. Is the web self-care system viewed as  
2 a web generating service?

3 A. Yes.

4 Q. But you don't if revenues are actually  
5 allocated to it?

6 A. Not directly allocated to it as you  
7 suggest, no.

8 Q. They may be allocated to the  
9 underlying telephone service?

10 A. Yes.

11 Q. The next page, Page 14, there is a  
12 list of nine different features here. I'm wondering  
13 if you could run through and tell me if there is a  
14 separate charge for any of these?

15 A. HD Phone Calls, no. HD Conferencing,  
16 yes. Big River Softphone App, no. Mass Announcement  
17 Service, yes. Direct Media, I believe yes. Fire Bar,  
18 yes. Privacy Defender, I believe yes. Auto  
19 Attendant, yes. Intelligent Routing, yes.

20 Q. I want to go back to direct media. I  
21 think you mentioned this earlier today. Frankly I  
22 don't understand what it is. I'm wondering if you can  
23 explain to me what the direct media function is.

24 A. In a data centric network that media  
25 is traveling over routers. There is provisions within

1 various protocols across those networks to allow the  
2 media to traverse a different path than the signaling.  
3 The path will be subject to routing protocols such  
4 that the media is routed in a manner to provide the  
5 highest quality fashion. Presentation of that media.

6 Q. Is this something that wholesale  
7 customers purchase or business customers?

8 A. Yes.

9 Q. Both?

10 A. Yes.

11 Q. And I take it this is generally not  
12 something that a residential customer would purchase;  
13 is that correct?

14 A. Correct.

15 Q. These nine features here, are they  
16 provided in all of the states where Big River provides  
17 service?

18 A. Yes.

19 Q. Were all of these features provided in  
20 2010?

21 A. Star code dialing I believe might have  
22 been added sometime last year.

23 Q. And you believe that the --

24 A. I believe that rest were available in  
25 2010.

1 Q. Do you know when the soft phone app  
2 was released?

3 A. No. I don't know.

4 Q. But you think it was entered before  
5 2010, or do you not know?

6 A. I do not know.

7 Q. How does the soft phone app work?

8 MR. HOWE: Object to the form of the  
9 question. Just in terms of asking what it does or --

10 Q. (By Mr. Germann) Well, I assume it's  
11 an app that somebody would put on their smart phone;  
12 is that correct?

13 A. That's correct.

14 Q. And is this an app that allows them to  
15 make telephone calls over the app?

16 A. Yes. Generally that's the case.

17 Q. In order to purchase local and  
18 interexchange telephone service from Big River, does  
19 the customer have to purchase any of these features  
20 listed on Page 14?

21 A. No. Not that I'm aware of.

22 Q. The last one listed here, Intelligent  
23 Routing, is that similar to speed dial?

24 A. No.

25 Q. What -- how is it different?

1           A.           Speed dial is a line feature on a  
2   circuit base switch that enables that customer to  
3   store a set number of ten digit telephone numbers  
4   associated with like a one or two digit number. This  
5   capability allows a whole host of customers at various  
6   locations across various states in the midst of their  
7   dialing to access the database that's maintained that  
8   allows them to dial a code and for us to interpret and  
9   know where that call is to be routed.

10           Q.           So --

11           A.           The value is with speed calling you  
12   have to load that. If you're serving a thousand lines  
13   off of that same group you've got to load that into a  
14   thousand line features.

15           Q.           So a single customer that has say 100  
16   lines at ten different locations can set up two to  
17   four digit codes that will automatically work at all  
18   of the stations?

19           A.           Yes. It might seem the same for, you  
20   know, a lay person or whatever. But the processing  
21   and actually the capability for that customer is  
22   significantly enhanced.

23           Q.           Right. They don't have to  
24   individually set each line?

25           A.           That's correct.



1 Q. If you can turn back, please, to Page  
2 4. I'll still looking at your direct testimony. I'm  
3 looking at the very last question there. Where it  
4 begins all traffic on Big River network uses one to  
5 three signaling protocols, and then you list three  
6 below. Just to be clear, the three protocols you list  
7 there, those are for signaling as distinct from  
8 protocols used to carry media; is that correct?

9 A. Yes.

10 Q. If you can turn to Page 9, please. In  
11 here you're discussing the conversion of DTMF signals.  
12 Earlier we talked about there are instances where  
13 traffic from a Big River customer is converted to  
14 Internet protocol at the customer premises equipment,  
15 and there are other cases where it's converted at a  
16 gateway; is that correct?

17 A. Yes.

18 Q. In the latter instance is this DTMF  
19 conversion also done at the gateway?

20 A. Yes.

21 Q. If you could please turn to Page 11.  
22 In the middle of the page here you're talking about  
23 the -- I'm not sure how to say. AVOICS service. All  
24 caps A-V-O-I-C-S. So you say that Big River obtained  
25 that AVOICS service in late June of this year; is that

1 correct?

2 A. Yes.

3 Q. Is that service provided to Big River  
4 by AT&T Missouri?

5 A. I don't know. We just kind of think  
6 of it as AT&T. They have the DBA's. I can't tell  
7 you.

8 Q. So you don't know what AT&T entity  
9 provides that service?

10 A. No.

11 Q. Okay.

12 A. I mean I assumed it was AT&T. But  
13 based upon your question the fact that there is a lot  
14 of corporate entities it could be another AT&T.

15 Q. Okay. If we could actually go back to  
16 Exhibit 7, which is the 2010 annual report. If you  
17 can turn to Page 5, please. Page 5 begins a chart  
18 that is line quantities for local voice service, and I  
19 VoIP service. You'll see there is a heading for  
20 retail. Then it's divided into residential and  
21 business. Those are further divided into facility  
22 based versus resale/UNE. We talked a bit before about  
23 resaling UNE. I guess my question now is in the  
24 facility based category, do those include -- the fact  
25 that lines are listed under the facility based column,

1 that doesn't mean that Big River owns the local loop,  
2 does it?

3 A. No.

4 Q. And, actually, I'm referring to  
5 footnote three here. It states facility based for  
6 first alliance served whereby your company or an  
7 affiliate owns the switch and/or local loop. So in an  
8 example we talked about where Big River provides  
9 resale service to end users using the cable company's  
10 last mile. Is it your understanding that those lines  
11 would be listed here as facility based?

12 A. Yes.

13 Q. I believe you mentioned earlier that  
14 somewhat analogous to the situation of where Big River  
15 provides service using a cable company's network.  
16 There may be examples where it provides service using  
17 a DSL provider's connection; is that correct?

18 A. Yes.

19 Q. And I just -- I simply don't recall.  
20 Was that -- in that case is Big River providing  
21 wholesale service, or is Big River a retail provider  
22 to the end user?

23 A. Retail provider.

24 Q. Okay. In those cases does Big River  
25 purchase DSL service from the provider, from the DSL

1 provider?

2 A. We might on a small occasion. But  
3 generally it's their own DSL service.

4 Q. Are these DSL providers generally  
5 local telephone companies?

6 A. On the very few instances.

7 Q. No. In general?

8 A. In general, like I said, we're the DSL  
9 provider.

10 Q. Okay. In general you are -- Big River  
11 provides the DSL?

12 A. That's correct.

13 Q. And provides telephone service over  
14 that DSL link?

15 A. Yes.

16 Q. In those cases where Big River is  
17 providing the DSL, how does Big River obtain access to  
18 the last mile of the network to connect to the  
19 customer's premises?

20 A. Lease a loop from the incumbent  
21 exchange carrier.

22 Q. So this is the UNE loop situation?

23 A. Yes.

24 Q. Apart from cases where Big River is  
25 leasing the UNE loop, are there any instances where it

1 is the DSL provider?

2 A. No. We lease the loop when we provide  
3 DSL.

4 Q. Does Big River lease loops in or UNE  
5 loops in all of the states where it offers service?

6 A. No.

7 Q. Do you know which ones -- which states  
8 it does lease UNE loops in? I believe we went through  
9 Missouri.

10 A. I'm not sure if we lease it in any  
11 other states.

12 Q. Okay. You also mentioned wireless,  
13 where in some cases I believe you said wireless may be  
14 used as the last mile link to the customer; is that  
15 correct?

16 A. Yes.

17 Q. In those cases why does Big River use  
18 wireless as the last mile link?

19 A. It's the most economical way to get to  
20 the customer.

21 Q. Who provides the wireless link?

22 A. In most cases a wholesale partner who  
23 we have an agreement with.

24 Q. Is that -- is that offered to any  
25 residential customers?

1 A. Yes.

2 Q. And do you know in what states?

3 A. I'm not sure. I believe Kansas. It  
4 might be Louisiana. I'm just not sure.

5 Q. Okay.

6 A. I know we do in Kansas.

7 Q. In terms of Big River's overall retail  
8 customer base, what proportion of that customer base  
9 has wireless as their last mile link?

10 A. Small.

11 Q. Is it relatively small number?

12 A. Relatively small.

13 Q. And I may have asked you this. But do  
14 you know if there are any retail customers in Missouri  
15 that have wireless as their last mile link?

16 A. Again, I'm not sure.

17 Q. We don't need to refer back to because  
18 I think you'll recall in your rebuttal testimony there  
19 was a diagram that included Big River's softswitch.  
20 Does Big River have multiple softswitches?

21 A. Yes.

22 Q. How many does it have?

23 A. Two.

24 Q. Are they both in the St. Louis area?

25 A. No.

1 Q. Was the first one in the St. Louis  
2 area?

3 A. The first one was in Cape Girardeau.

4 Q. In Cape Girardeau. Was that a MEDI  
5 Switch VP 3510?

6 A. It was a MEDI switch, yes. I don't  
7 know the model number.

8 Q. Is the second one also a MEDI switch?

9 A. Yes.

10 MR. GERMANN: Can we go off the  
11 record.

12 (WHEREIN, a discussion was held off  
13 the record.)

14 Q. (By Mr. Germann) Go back on. I do  
15 have just a couple of more questions. Referring back  
16 to Exhibit 8, which is your direct testimony. The  
17 last page listed I think nine different features. I'm  
18 not -- I'm not going to mark these documents. But in  
19 discovery Big River produced documents such as a web  
20 self-care guide, materials referring to the fax  
21 products and features guides for residential and  
22 commercial services. My question is whether Big River  
23 has similar documents that describe the nine features  
24 listed on Page 14 here?

25 A. If we didn't provide them I don't

1 think we have them. Generally we just discuss these  
2 issues with our customers. Our sales process is very  
3 consultative, and in those consultations and  
4 discussions we raise these capabilities with them  
5 there.

6 Q. Would there be some kind of document  
7 or guide explaining to a customer how to, for example,  
8 set up auto attendant or how to set up fire bar?

9 A. It's web enabled, and there might be a  
10 help associated with that, you know, online. You  
11 know, I guess if that's the document it might be  
12 there. But generally it's like an app almost. It's  
13 pretty self intuitive.

14 Q. Okay. I forgot to ask you about the  
15 eighth one listed here, which is auto attendant. What  
16 is that? What would a customer use that for?

17 A. When they generally have a situation  
18 where instead of answering the phone they want to  
19 provide some sort of base information. For instance,  
20 a business might say instead of answering the phone  
21 where and telling where their location is, if that's  
22 the most requested information people make on a  
23 telephone call they'll have a prompt and for  
24 directions hit one. Store hours, hit two. So  
25 generally what they'll do is they will evaluate why



1 people call them. If they can eliminate a lot of  
2 calls they'll use an auto attendant.

3 Q. Okay.

4 A. It also allows for routing. Again, if  
5 it's a more sophisticated business, for instance, they  
6 might have a -- for one department hit a number. For  
7 another department hit another number. Things like  
8 that.

9 Q. Okay.

10 A. It's auto attendant. It's web based.  
11 Again, the biggest thing that we've found of value to  
12 our customers it's speech detected. So when we dealt  
13 with a lot of corporate clients, for instance, they  
14 would have a store manager try to record the auto  
15 attendant prompts and things. So the quality of the  
16 speech that you get, just the quality of the delivery  
17 that you would get would vary quite a bit. So those  
18 folks tend to like -- and the text to speech  
19 capabilities are very natural sounding. They prefer  
20 to just be able to script what it is the prompts are  
21 and have a more professional sound associated with it.  
22 So if somebody is trying to record it, that's what it  
23 is.

24 Q. Thank you. Lastly referring back to  
25 the services we discussed earlier where Big River

1 provides a wholesale VoIP service to cable companies.  
2 In that situation does Big River require the cable  
3 companies to pay access charges when their customers  
4 make long distance calls?

5 A. What do you mean access charges?

6 Q. Term --

7 A. For the tariff?

8 Q. For the termination?

9 A. No.

10 Q. Are the cable companies required to  
11 reimburse Big River for any access charges that are  
12 incurred when the customers makes calls?

13 A. Again, using the terms access charges,  
14 that carries a lot of regulatory meaning and suggests  
15 that we would charge them for a tariff. We don't do  
16 that.

17 Q. Are they required to reimburse Big  
18 River for any termination fees that Big River incurs  
19 in connection with the termination of the calls?

20 A. Yes.

21 MR. GERMANN: That's all I have.

22 MR. HOWE: I don't have any questions.  
23 Do you want to waive signature?

24 THE WITNESS: What?

25 MR. HOWE: You can either review it,

1 make sure it's accurate, or waive your signature and  
2 rely on her. We'll waive signature. I'll take a  
3 regular copy, please.

4 MR. GERMANN: I'll take a regular.

5 (WHEREIN, deposition proceedings were  
6 concluded at 4:23 p.m.)

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NOTARIAL CERTIFICATE

I, Stephanie D. Darr, Certified Court Reporter  
and a duly commissioned Notary Public within and for  
the State of Missouri, do hereby certify that the  
record 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 in which  
this record was made, and further that I am not a  
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Stephanie D. Darr, CCR