

Exhibit No.:
Issues: Contractual and Policy
Witness: William E. Greenlaw
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Southwestern Bell Telephone
Company, d/b/a AT&T Missouri
Case No.: TC-2012-0284

Filed
January 16, 2013
Data Center
Missouri Public
Service Commission

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

Case No. TC-2012-0284

**Surrebuttal Testimony of William E. Greenlaw
On Behalf of AT&T Missouri**

November 30, 2012

AT&T Exhibit No. 7
Date 1-08-13 Reporter KF
File No. TC-2012-0284

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

Big River Telephone Company, LLC,)	
)	
Complainant,)	
)	Case No. TC-2012-0284
v.)	
)	
Southwestern Bell)	
Telephone, L.P., d/b/a)	
AT&T Missouri,)	
)	
Respondent.)	

AFFIDAVIT OF WILLIAM E. GREENLAW

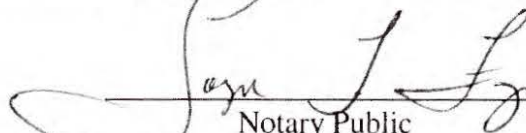
COUNTY OF DALLAS)	
)	SS
STATE OF TEXAS)	

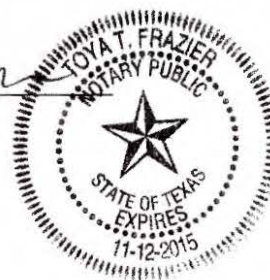
I, William E. Greenlaw, of lawful age, being duly sworn, depose and state:

1. My name is William E. Greenlaw. I am Area Manager-Wholesale Regulatory for AT&T Services, Inc.
2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.


William E. Greenlaw

Sworn and subscribed to before me this 26 th day of November, 2012.


Notary Public



My Commission Expires: 11-12-2015

1 **I. INTRODUCTION**

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

3 A. My name is William E. Greenlaw. My business address is 311 S. Akard Street, Dallas,
4 TX 75202.

5 **Q. ON WHOSE BEHALF ARE YOU PROVIDING SURREBUTTAL TESTIMONY**
6 **TODAY?**

7
8 A. Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

9 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?**

10 A. Yes. I am the same William E. Greenlaw who filed direct and rebuttal testimony on
11 behalf of AT&T Missouri on September 28, 2012 and October 19, 2012 respectively.

12 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

13 A. My surrebuttal testimony responds to the rebuttal testimony filed on November 9, 2012,
14 by the Staff of the Missouri Public Services Commission. I respectfully note that the
15 billing accuracy matter addressed by Staff in response to Mr. Jennings' rebuttal testimony
16 was not actually raised in Big River's March 1, 2012, complaint filed with the
17 Commission, nor made the subject of any informal dispute resolution ("IDR") process in
18 accordance with the parties' interconnection agreement ("ICA"). Consequently, it is not
19 properly an issue in the case.

20 **II. SURREBUTTAL**

21 **Q. STAFF'S REBUTTAL TESTIMONY REFERENCES A CONCERN ABOUT THE**
22 **ACCURACY OF THE BILLS PROVIDED BY AT&T MISSOURI TO BIG**
23 **RIVER, AT PAGE 9, LINE 20 THROUGH PAGE 10, LINE 5. WHAT DO YOU**
24 **UNDERSTAND TO BE THE BASIS OF THAT CONCERN?**

25
26 A. Based on my reading of Staff's testimony and its citations, it appears that Staff is
27 referring to Mr. Jennings' rebuttal testimony filed October 19, 2012. Specifically on

1 page 4, Line 1 through the conclusion on page 6, Mr. Jennings makes assertions which I
2 summarize as follows: 1) Big River did request call detail records “to support one of
3 [AT&T’s] bills”; 2) the data that AT&T provided Big River upon that request did not
4 allow Mr. Jennings’ to be able to verify that the charges were properly rated or
5 jurisdictionalized; 3) Mr. Jennings and I had no interaction or discussion regarding the
6 dispute; and 4) my lack of documented billing and accounting expertise essentially
7 invalidates any conclusion I could accurately make regarding the applicability of these
8 charges or the usage that resulted in their billing.

9 **Q. WHAT DOES THE PARTIES’ ICA SAY ABOUT THE INFORMATION**
10 **REQUIRED TO RESOLVE A BILLING DISPUTE?**

11 A. The ICA sets forth specific requirements regarding the information that a CLEC must
12 provide when submitting a dispute about charges which have been billed to the CLEC.

13 Section 9.3 of the General Terms and Conditions states:

14 “If any portion of an amount due to a party (the “Billing Party”) under this agreement is
15 subject to a bona fide dispute between the parties, the party billed (the “Non-Paying
16 Party”) must, prior to the bill due date, give written notice to the billing party of the
17 amounts it disputes (“Disputed Amounts”) and include in such written notice the
18 specific details and reasons for disputing each item that is listed in Section 13.4.1...”

19 Section 13.4.1 of the General Terms and Conditions states:

20 “In order to resolve a billing dispute, the disputing Party shall furnish written notice
21 which shall include sufficient detail of and rationale for the dispute, including to the
22 extent available, the (i) date of the bill in question, (ii) CBA/ESBA/ASBS or BAN
23 number of the bill in question, (iii) telephone number(s) in question, (iv) circuit ID
24 number or trunk number in question, (v) any USOC information relating to the item(s)
25 questioned, (vi) amount billed, (vii) amount disputed, (viii) the reason the disputing
26 Party disputes the billed amount, (ix) minutes of use disputed by jurisdictional category,
27 and (x) the contact name, email address and telephone number.”

28 **Q. IF A CLEC REQUESTS USAGE RECORDS, BUT DOES NOT FOLLOW-UP ON**
29 **THAT REQUEST OR IF IT REMAINS UNSATISFIED BY THE RESPONSE, IS**
30 **THE MERE REQUEST REGARDED AS A VALID BILLING DISPUTE UNDER**
31 **THE TERMS OF THE ICA?**

1 A. No, not according to the terms of the ICA in Section 9.3 or Section 13.4.1. AT&T can
2 not effectively investigate a billing dispute when no information was provided by the
3 CLEC as to what specific information on the billing records is being disputed. Simply
4 requesting usage records to validate the bill -- and not pursuing the request if the data
5 provided is thought to be insufficient -- does not constitute a billing dispute in accordance
6 with the ICA.

7 **Q. WHAT DOES THE ICA SAY ABOUT DISPUTE RESOLUTION?**

8 A. Section 13 of the General Terms and Conditions of the parties' ICA addresses the
9 escalation of billing disputes and the levels of dispute resolution available to the parties.
10 In particular, Section 13.3.1 addresses "Informal Resolution of Disputes" (also referred to
11 as "IDR") and states in part:

12 "In the case of any dispute other than one covered by Section 9.3, and at the written
13 request of a Party, each Party will appoint a knowledgeable, responsible representative
14 with authority to resolve the dispute. To initiate the informal dispute process, a Party
15 must provide to the other Party, written notice of the dispute that includes both a detailed
16 description of the dispute and the name of an individual who will serve as the initiating
17 Party's representative. The other Party shall have five (5) business days to designate its
18 own representatives. The location, form, frequency, and conclusion of these discussions
19 will be left to the discretion of the representatives...."

20 The fact that Big River had invoked the IDR process regarding its assertion that its traffic
21 was enhanced services traffic, and thereby exempt from applicable access charges, is not
22 in dispute. However, based on the rebuttal testimony from Mr. Jennings on which Staff
23 relied, the nature of what was discussed and included in the context of this IDR process
24 requires some clarification. AT&T witness Janice Mullins provides that clarification in
25 her surrebuttal testimony, as she was the person designated to represent AT&T regarding
26 the dispute which Big River submitted to AT&T.

1 **Q. IF THERE WAS ANY CONCERN ON THE PART OF BIG RIVER REGARDING**
2 **THE SUBJECT OF USAGE RECORD VALIDATION, IS IT APPROPRIATE TO**
3 **CONCLUDE THAT, UNDER THE TERMS OF THE PARTIES' ICA, BIG RIVER**
4 **SHOULD HAVE BROUGHT THE SUBJECT TO THE ATTENTION OF MS.**
5 **MULLINS, AS AT&T'S APPOINTED IDR REPRESENTATIVE?**

6 A. Yes.

7 **Q. IS THERE ANY INDICATION IN AT&T'S RECORDS KEPT IN THE**
8 **ORDINARY COURSE OF ITS BUSINESS THAT BIG RIVER CORRESPONDED**
9 **WITH THE COMPANY REGARDING THE CALL DETAIL DATA THAT AT&T**
10 **PROVIDED TO BIG RIVER IN FEBRUARY, 2012?**

11 A. No. I never received any inquiry from or had any discussion with anyone at Big River
12 about it, and no records indicate otherwise. After I learned of the matter as it was
13 referenced in Mr. Jennings' rebuttal testimony and then noted in Staff's rebuttal
14 testimony, I undertook to determine what data was sent to Big River and by whom, and
15 what happened next. I was able to locate the data which AT&T provided to Big River in
16 February, 2012, and correspondence confirming that the data was indeed provided. I was
17 unable to locate, however, any e-mails, correspondence or other documents indicating
18 that Big River thereafter followed up on the matter.

19 **Q. DO YOU WORK FOR THE ORGANIZATION WITHIN AT&T THAT**
20 **PROCESSES AND RENDERS BILLINGS TO CLECS, SUCH AS BIG RIVER?**

21 A. No, I do not; however one does not have to be a "billing expert" to understand that a
22 comparison of usage records between the recording switch and the terminating switch
23 will not provide the necessary evidence to determine whether the calls in question are an
24 enhanced service or not. Comparing originating and terminating records assists in
25 validating quantifiable data relating to the charges billed including, but not limited to: the
26 calling party's number (i.e., the "originating" number), the called party's number (i.e., the
27 "terminating" number), the operating company number, the trunk group identification,

1 and the date, time and duration of each call. It does not provide any validation as to
2 whether any such call was an enhanced service.

3 **Q. IS IT AT&T MISSOURI'S POSITION THAT BIG RIVER MAY NOT REQUEST**
4 **THAT THE COMMISSION RESOLVE WHETHER AT&T ACCURATELY**
5 **BILLED THE ACCESS CHARGES IT BILLED TO BIG RIVER?**

6 A. Yes. That issue was not presented to AT&T nor was it preserved in accordance with the
7 parties' ICA. Furthermore, it is outside of the scope of Big River's complaint. The issue
8 before the Commission in this docket is to decide whether or not Big River is providing I-
9 VoIP service which, according to §392.550 RSMo, specifically requires the payment of
10 access charges for non-local calls. To the extent Big River is not providing I-VoIP
11 service, AT&T agrees with the Staff's determination that Big River's network
12 enhancements do not amount to "enhanced service."

13 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

14 A. Yes.